



City of Ketchum

### CITY COUNCIL MEETING AGENDA MEMO

Meeting Date:  Staff Member/Dept:

Agenda Item:

**Recommended Motion:**

I move to approve the contract #26129 with Sun Valley Events, Inc. for the production of Wagon Days events

**Reasons for Recommendation:**

Sun Valley Events, Inc. has been helping the city produce Wagon Days events since 2011. Sun Valley Events, Inc.'s current contracts with the city have expired. City staffing does not have the bandwidth to produce all Wagon Days events without contracted support. Ketchum supports events that celebrate the community's culture and have a positive effect on the economy, including Wagon Days.

**Sustainability Impact:**

None.

**Financial Impact:**

None OR Adequate funds exist in account:

**Attachments:**

- 1. Contract Summary
- 2. Purchase order

INDEPENDENT CONTRACTOR AGREEMENT ##### WITH SUN VALLEY EVENTS, INC.

THIS CONTRACT FOR SERVICES ("Agreement") is entered into as of the 21st day of April, 2026, by and between Sun Valley Events, Inc. and the City of Ketchum, an Idaho municipal corporation (Sun Valley Events, Inc., and the City of Ketchum are, collectively, the "Parties") with reference to the following facts:

RECITALS

A. The City of Ketchum desires to promote the community's culture and benefit the economy by enhancing the visitor and resident experience in the Ketchum/Sun Valley area with the Wagon Days parade and events. Accordingly, the City has determined that this community event serves a public purpose and is a benefit to its citizens.

B. Sun Valley Events, Inc. has the expertise necessary to promote, organize, manage, coordinate, and produce the annual Wagon Days parade and other select Wagon Days events from the contract effective date of April 21, 2026, to December 31, 2026 ("Contract Period").

C. The City of Ketchum desires to retain the services of Sun Valley Events, Inc., and Sun Valley Events, Inc. desires to provide the services, as set forth herein.

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

1. General Duties. Sun Valley Events, Inc. agrees to organize, manage, coordinate, and produce the annual Wagon Days events, as outlined in Addendum 1.

2. Description of Services. Sun Valley Events, Inc. shall complete the assignments as outlined in Addendum 1, attached hereto and incorporated herein by this reference (the "Services").

3. Payment for Services. In exchange for the Services, the City of Ketchum shall pay Sun Valley Events, Inc. as follows:

Professional Service Fee. The total contract amount is \$57,000. Half of the contract amount (\$28,500) will be paid to Sun Valley Events, Inc. on or before May 15, 2026. The remaining contract amount of \$28,5000 will be paid on or before the completion of Wagon Days events on September 6, 2026.

4. Term. This Agreement shall be effective through December 31, 2026, unless terminated as provided herein. The parties hereby agree that in the event Ketchum, in its sole and exclusive opinion, lacks sufficient funds to continue paying for the Services, Ketchum may terminate this Contract without penalty upon thirty (30) days' written notice to Sun Valley Events, Inc. Upon receipt of such notice, neither party shall have any further obligation to the other. In the event of such termination, Sun Valley Events, Inc. shall submit a report of expenditures to the City of Ketchum. Any Ketchum funds not encumbered for authorized expenditures by Sun Valley Events, Inc. at the date of termination shall be refunded to Ketchum within twenty (20) days.

5. Independent Contract/No Partnerships or Employee Relationship.

(a) By executing this Agreement, the Parties do not intend to create a partnership, joint venture, agency employee/employer relationship, or any other relationship other than that of Independent Contractor. Neither Party shall have the power to bind the other in any manner whatsoever.

(b) In rendering the services contemplated by this Agreement, Sun Valley Events, Inc. is at all times acting as an Independent Contractor and not as an employee of the City of Ketchum. Sun Valley Events, Inc. shall have no rights or obligations as an employee by reason of the Agreement, and the City of Ketchum shall not provide Sun Valley Events, Inc. with any employee benefits, including, without limitation, any City of Ketchum-sponsored retirement, vacation, or health insurance program.

(c) Except as set forth in the Addenda to this Agreement, the City of Ketchum shall not exercise any control whatsoever over the manner in which Sun Valley Events, Inc. performs the obligations contemplated herein.

(d) Sun Valley Events, Inc. may perform services similar in nature to the services contemplated in this Agreement for other individuals and entities during the term of this Agreement.

(e) The City of Ketchum shall not withhold any local, state, or federal payroll or employment taxes of any kind from any compensation paid to Sun Valley Events, Inc. Sun Valley Events, Inc. hereby warrants and represents that they will pay all such employment and payroll taxes, if any, and hereby releases, holds harmless and indemnifies the City of Ketchum and the directors, officers, members, employees, and agents thereof from any and all costs, expenses or liability of any kind whatsoever that may be incurred as a result of Sun Valley Events, Inc. failure to pay such payroll or employment taxes.

6. **Assignment.** Neither Party shall assign any of its rights and/or obligations under this Agreement to any other person or entity.

7. **Representations and Warranties by** Sun Valley Events, Inc. Sun Valley Events, Inc. hereby represents and warrants to the City of Ketchum as follows:

(a) Sun Valley Events, Inc. has the knowledge, experience, and expertise necessary to create, organize, manage, coordinate, and produce the annual Wagon Days events.

(b) City of Ketchum shall retain proprietary rights over all electronic and physical records and files, mailing lists, contracts, and other items relating to the annual Wagon Days events.

(c) **Public Records.** Sun Valley Events, Inc. hereby acknowledges that all writings and documents, including, without limitation, email, containing information relating to the conduct or administration of the public's business prepared by Sun Valley Events, Inc. for Ketchum, regardless of physical form or characteristics, may be made public, pursuant to the Idaho Public Records Act, Chapter 1 of Title 74 of Idaho Code. Accordingly, Sun Valley Events shall maintain such writings and records in such a manner that they may be readily identified, retrieved, and made available for such inspection and copying.

(d) Sun Valley Events, Inc. shall provide all the annual Wagon Days event materials to the City of Ketchum immediately upon request.

(e) Sun Valley Events, Inc. maintains no control over the personnel, equipment or operation of any airline, surface carrier, bus or limousine company, transportation company, hotel, restaurant, venue, audio visual, staging, lighting, decor, entertainment or other person, corporation or other entity furnishing services or products connected to the events, and that all such suppliers are independent contractors.

8. **Default.** In the event either Party hereto defaults in its performance of any of the obligations created hereunder, the other Party may pursue any and all remedies, whether at law or equity, including, without limitation, terminating this Agreement.

9. **Voluntary Agreement.** This Agreement is freely and voluntarily entered into by each of the Parties. The Parties acknowledge and agree that each has been represented in the negotiation of this Agreement by counsel of its own choosing or has had an opportunity and ability to obtain such representation, that it has read this Agreement or had it read to it, that it understands this Agreement, and that it is fully aware of the contents and legal effects of this Agreement.

10. **Binding Agreement.** The provisions of this Agreement shall be binding upon, and shall obligate, extend to, and inure to the benefit of, each of the legal successors, assigns, transferees, grantees, and heirs of each of the Parties, and all persons who may assume any or all of the above-described capacities subsequent to the execution of this Agreement.
11. **Mediation.** Should a dispute arise and not be resolved by the Parties, the Parties shall first proceed in good faith to submit the matter to non-binding mediation with a mediator licensed in the State of Idaho. Upon completion of one attempt at mediation, either party may pursue any available legal or equitable remedy.
12. **Attorney Fees and Costs.** In the event that any of the Parties are required to incur attorney fees and/or costs to enforce or interpret any provision of this Agreement or is required to defend any action brought by any of the Parties, based on, arising from or related to this Agreement, the unsuccessful Parties agree to pay to the prevailing Parties their reasonable actual costs and attorney fees, whether or not litigation is actually commenced and including reasonable attorney fees and costs on appeal.
13. **Entire Agreement.** This Agreement contains the final, complete, exclusive, and entire agreement and understanding between the Parties on this topic and supersedes and/or replaces any and all prior negotiations, proposed agreements, and agreements, whether written or oral, on such topic.
14. **Modification.** This Agreement may not be modified except by a writing signed by all Parties affected by such purported modification.
15. **Waiver.** In the event of any default hereunder by either Party, if the other Party fails or neglects for any reason to demand full performance, such failure or neglect shall not be deemed to be a waiver of the right to demand full performance or a waiver of any cause of action, or as a waiver of any of the covenants, terms or conditions of this Agreement or of the performance thereof. None of the covenants, terms, or conditions of this Agreement can be waived by either Party hereto except in a signed writing.
16. **Severability.** In the event that any portion of this Agreement is held by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining portions of this Agreement and the application thereof shall not in any way be affected thereby.
17. **Interpretation.**
- (a) Whenever in this Agreement the context may so require, the neuter gender shall be deemed to refer to and include the masculine and the feminine, the singular number shall be deemed to refer to and include the plural, and vice versa.
  - (b) This Agreement is the result of negotiations, and no Party shall be deemed to have drafted this Agreement for purposes of construing any portion of the Agreement for or against any Party.
  - (c) The descriptive headings in this Agreement are included for convenience of reference and are not intended to affect the meaning or construction of any of the provisions herein.
  - (d) Any exhibit attached hereto shall be deemed to have been incorporated herein by this reference as if set forth herein at length.
18. **Time is of the Essence.** Time is hereby made expressly of the essence in every term.
19. **Governing Law and Jurisdiction.** This Agreement shall in all respects be interpreted, enforced, and governed by and under the laws of the State of Idaho without giving effect to its conflicts of law provisions. The Parties each expressly agree to the appropriateness of and consent to the venue and jurisdiction of the

State of Idaho in the County of Blaine, and all state and federal courts having geographical jurisdiction for such County as the exclusive forum for the purposes of any action to enforce or interpret this Agreement.

20. **Capacity to Execute.** Each of the Parties, and each person signing this Agreement, represents and warrants that it and its representative(s) executing this Agreement on its behalf each has the authority and capacity to execute this Agreement.

21. **Counterparts.** The Parties may execute this Agreement, and any modification(s) hereof, in two or more counterparts, which shall, in the aggregate, be signed by all of the Parties. Each counterpart shall be deemed an original instrument as against any Party that has signed it. An electronic copy of the signature of any of the Parties shall have the same force and effect as an original signature of such Party.

22. **Indemnification.** Sun Valley Events, Inc. shall indemnify and hold harmless Ketchum and its directors, agents and employees free, clear and harmless, from and against any and all losses, liabilities, costs, expenses (including amounts paid in settlements and reasonable attorney's fees), claims, penalties, judgments, and damages, resulting from or arising out of, by reason of any act, omission or negligence of Sun valley Events, Inc. from any accident, injury or damage, any breach of representation, injury to person or property, any activity conducted or action taken by the City of Ketchum, directly or indirectly, in conjunction with this Agreement.

WHEREFORE, the Parties have executed this Agreement on the day and year set out next to each of their signatures.

CITY OF KETCHUM

SUN VALLEY EVENTS, INC.

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Pete Prekeges, Mayor

Date

Heather LaMonica Deckard, President

Date

ADDENDUM 1  
RESPONSIBILITY OUTLINE  
SUN VALLEY EVENTS, INC.

Contracted activities for Sun Valley Events, Inc. focus on the parade, parade participants, programming/talent, and future talent acquisition and include the following.

**General Event Management**

- Plan, manage, and coordinate:
  - Parade and parade participants
  - Downtown concert
  - Grand Marshal Ceremony and Dinner
  - Cultural events at Champion Meadows
  - Programming at Ore Wagon Museum
- Recruit, organize, and manage event volunteers
- Identify and coordinate individuals needed to fulfill roles that the city of Ketchum cannot fill
- Post-event recap meeting with City representatives

**Administration**

- All correspondence and coordination with parade participants and donors, including entry forms, confirmation letters, participant notices, and thank-you letters

**Finance**

- Submits Wagon Days contracts and expenses to the city for approval/payment

**Database management**

- Maintains a current and organized database of parade participants, volunteers, sponsors, vendors, and committee members

**Ore Wagon Museum setup, staffing, and programming**

- Establishes the days and hours of operation with the city
- Sets up artifacts and curates cultural displays in the space
- Provides staffing for the museum during operating hours
- Displays and sells merchandise

**Parade and Parade Participants:**

- Participant camping areas
  - Coordinates Red Barn camping area set up and operation for parade participants
  - Works with Sun Valley Company regarding contracts, permitting, and access to the camping, livestock boarding, and staging areas at the Sun Valley Horseman's Center
- Parade entries
  - Recruits and secures a contract with a driver and horse/mule team to pull the Big Hitch in the parade
  - Arranges for travel and hospitality for the Big Hitch team
  - Solicits and confirms parade entries
  - Organizes wagons, teams, and other participants in the parade and connects community

- groups with providers
- Staging
  - Coordinates with Sun Valley Company and the City of Sun Valley regarding property access and communications for impacted residents
  - Develops and manages parade staging plan, logistics, and participant staging communications
  - Coordinate pre-event Big Hitch practice
  - Recruits brakemen
  - Coordinate parking and traffic personnel to maintain entry and exit points to the staging area
- Judges
  - Organizes and recruits parade judges (training as needed) and volunteers, and awards and judging stands
- Parade route
  - Coordinates proper signage, announcements, and print materials for crowd and participant safety
  - Reviews the route and identifies potential areas that may unduly distress animals
  - Ensures proper sponsor recognition signage and other entry signage is displayed
- Announcing stands
  - Develops announcing stand scripts and materials
  - Identifies announcers and announcer assistants (training and recruiting as needed)
  - Coordinates announcing stand setup and AV contract; works with private property owners to secure locations and power for announcing stands
- Picnic and awards
  - Coordinates post-parade participant picnic and awards, arranges for catering, supplies, and recruits individuals as needed to serve food

#### **Marketing and community engagement**

- Develops public information regarding the rules for attending
- Creates/distributes internal communications for event participants
- Conducts and coordinates all media interviews and requests on program-related topics

#### **Program and schedule development**

- Prepares schedule of events in tandem with the city

#### **Merchandise and poster artist outreach**

- Manages, procures, sells, and distributes official Wagon Days merchandise
- Identifies and engages an artist to create the annual Wagon Days souvenir poster
- Coordinates Wagon Days poster artist signing event

#### **Downtown concert**

- Identifies and books musical talent
- Manages artist travel and lodging
- Contracts and manages audio/visual production
- Prepares event footprint and layout
- Oversees set-up, event operations, and strike

#### **Grand Marshal ceremony and reception**

- Develops and manages a ceremonial event and reception honoring the Wagon Days Grand Marshals
- Designs event layout and coordinates site setup
- Coordinates catering, beverage service, floral, and event décor
- Manages AV needs and stage program
- Oversees all on-site event activities and guest experiences

#### **Expanding Participant Recruitment**

- Researches and identifies non-motorized parades with compatible values and historic relevance
- Conducts outreach to parade organizers, teamsters, and entry providers associated with those events
- Attends and networks at selected parades and historic events to build partnerships and recruit new entries for Wagon Days
- Establishes ongoing relationships with providers to create a shared support system between parades
- Recruits new entries and works to formalize shared commitments and traditions
- Engages community members to foster a hospitality initiative that supports visiting horsemen and parade providers
- Supports the identification and sponsorship of entries that uphold the traditional and historic character of Wagon Days



# CITY OF KETCHUM

PO BOX 2315 \* 191 5TH ST. \* KETCHUM, ID 83340  
 Administration 208-726-3841 (fax) 208-726-8234

## PURCHASE ORDER

BUDGETED ITEM?  Yes  No

**PURCHASE ORDER - NUMBER: 26129**

<b>To:</b> 3983 SUN VALLEY EVENTS HEATHER LAMONICA DECKARD 190 PERO RD BELLEVUE ID 83313	<b>Ship to:</b> CITY OF KETCHUM PO BOX 2315 KETCHUM ID 83340
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P. O. Date	Created By	Requested By	Department	Req Number	Terms
04/17/2026	CCHING	CCHING			

Quantity	Description	Unit Price	Total
1.00	2026 Wagon Days Contract 02-4530-4200	57,000.00	57,000.00
	SHIPPING & HANDLING		0.00
	TOTAL PO AMOUNT		57,000.00

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 Authorized Signature