



City of Ketchum

May 2, 2022

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Recommendation to Approve Contract #22090 Summer Solstice Celebration – Edge Event Productions

Recommendation and Summary

Staff is recommending Council to approve Contract #22090, the Summer Solstice Celebration agreement with Edge Event Productions to provide lights, stage, and sound at Warm Springs Preserve for the Summer Solstice celebration.

“I move to approve Independent Contractor Agreement #22090 with Edge Event Productions.”

The reasons for the recommendation are as follows:

- The City of Ketchum desires to promote business by enhancing the visitor and resident experience in the Ketchum/Sun Valley area with the Summer Solstice Celebration. Accordingly, the City has determined that Summer Solstice Celebration serves a public purpose and is a benefit to its citizens.
- The Summer Solstice Celebration has been a successful addition to the event and one that the community looks forward to.
- The City desires to contract with an artist unique to this town to perform at the Summer Solstice Celebration.

Introduction and History

This year’s Summer Solstice Celebration will be held at Warm Springs Preserve to acknowledge the community for their support in acquiring the property. This event will be the start of an annual tradition of the Summer Solstice Celebration at Warm Springs Preserve. This all-day event will have multiple bands, as well many opportunities to support local food and beverage vendors, and a silent auction to benefit Warm Springs Preserve. We anticipate 1000 people in attendance. Staff would like to continue this successful event for the community and visitors.

Analysis

Staff worked with Andy Feguson to contract with Edge Event Productions for June 21,2022. Edge Event Productions will provide lights, stage, and sound for the Summer Solstice Celebration.

Financial Impact

The performance will be funded from the Events budget.

Attachment:

Contract #22090



City of Ketchum

Summer Solstice Celebration Contract #22090 with Edge Event Productions

THIS CONTRACT FOR SERVICES (“Agreement”) is entered into effective as of this ____ day of _____ 2022 by and between Edge Event Productions (the “Contractor”) and the City of Ketchum (the “City”), an Idaho municipal corporation (Edge Event Productions and City of Ketchum are, collectively, the “Parties”) with reference to the following facts:

RECITALS

- A. The City of Ketchum desires to promote business by enhancing the visitor and resident experience in the Ketchum/Sun Valley area with the Summer Solstice Celebration. Accordingly, the City has determined that Summer Solstice Celebration serves a public purpose and is a benefit to its citizens.
- B. The City has contracted with an artist(s) to perform at the Summer Solstice Celebration.
- C. Edge Event Productions provides services to local events and has the expertise and equipment necessary to meet the City’s requirements to provide lights, stage and sound for the artist(s).
- D. The City of Ketchum desires to retain the services of Edge Event Productions and Edge Event Productions 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. **Description of Services.** Edge Event Productions agrees to provide equipment, lights, stage and set up as listed in attached Powell Brothers and Grateful (the “Services”) for the Summer Solstice Celebration on June 21, 2022.
2. **Payment for Services.** In exchange for the Services, the City of Ketchum shall pay Edge Event Productions Eight Thousand, Seven Hundred, Eighty-eight and NO/100th Dollars (\$8,788.00).
3. **Independent Contractor.** In all matters relating to this Agreement, Contractor shall be acting as an independent contractor. The Contractor is not an employee of the City under the meaning or application of any Federal or State Unemployment or Insurance Laws or Workers’ Compensation Laws, and Contractor shall assume all liabilities and obligations imposed by any one or more of such laws. Contractor shall not have any authority to assume or create any obligations, express or implied, on behalf of the City.

4. **Nonassignment.** This Agreement, in whole or in part, shall not be assigned or transferred by Contractor to any other party except upon the prior written consent of the City and approved by the Ketchum City Council.
5. **Indemnification.** Contractor agrees to indemnify, defend and hold harmless the City and its officers, agents, employees and City Council from and against all claims, losses, actions, or judgments for damages or injury to persons or property arising out of or in connection with the act and/or any performances or activities of Contractor, Contractor's agents, employees, or representatives under this Agreement.
6. **Insurance.** The City and Contractor warrant that they each carry workers' compensation, comprehensive liability, automobile, and other insurance with reasonable coverage and in reasonable amounts sufficient to insure against anticipated risks in connection with services under this Agreement.
7. **Succession.** This Agreement shall be binding upon all successors in interest of either party hereto.
8. **Law of Idaho.** This Agreement shall be construed in accordance with the laws of the State of Idaho.

NOW THEREFORE, by executing this Agreement each signatory affirms that they have read and understand its terms, and that each has the full power and authority to enter into this Agreement on behalf of the entity for which they have signed.

CITY OF KETCHUM

EDGE EVENT PRODUCTIONS

Neil Bradshaw, Mayor

Andy Ferguson

ATTEST:

Tara Fenwick
City Clerk