



City of Ketchum

CITY COUNCIL MEETING AGENDA MEMO

Meeting Date: Staff Member/Dept:

Agenda Item:

Recommended Motion:

"I move to approve contract #25102 with FD Enterprises, LLC for event and community engagement support."

Reasons for Recommendation:

- The City of Ketchum desires to conduct community engagement to help the public stay informed about, and participate in, civic activities and processes.
- The City of Ketchum supports the production of events to celebrate and enhance local culture and benefit the local economy.
- Current staff are not able to fulfill all the city's and the public's community engagement and event needs and requests.
- FD Enterprises, LLC has the background and ability to assist the city's Community Engagement department with the organization, creation, and management of all community engagement and event activities.

Policy Analysis and Background (non-consent items only):

Sustainability Impact:

None OR state impact here: None

Financial Impact:

None OR Adequate funds exist in account:	Adequate funds exist in the Community Engagement Department's FY 2025 and proposed FY 2026 budgets to cover this expense. This contractor will replace other contractor agreements that have expired or have been renegotiated. Payments during the 2025 fiscal year (through September 30, 2025) will total \$35,000 and are covered under purchase order #25102. Payments during the 2026 fiscal year (October 1, 2025, through April 28, 2026) will total \$45,000 and will be covered under a new purchase order to be presented to City Council before the 2026 fiscal year begins.
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Attachments:

1. Independent contractor agreement #25102 with FD Enterprises, LLC
2. Purchase order 25102

INDEPENDENT CONTRACTOR AGREEMENT #25102 WITH FD ENTERPRISES, LLC

THIS CONTRACT FOR SERVICES ("Agreement") is entered into as of the 7th day of April 2025, by and between FD Enterprises, LLC (owned and operated by Dawn Hofheimer) and the City of Ketchum, an Idaho municipal corporation (FD Enterprises, LLC and City of Ketchum are, collectively, the "Parties") with reference to the following facts:

RECITALS

A. The City of Ketchum desires to conduct community engagement to help the public stay informed about, and participate in, civic activities and processes. Further, the City aspires to benefit the economy and tourism while celebrating and enhancing local culture by producing events (including Ketch'em Alive, Summer Solstice, Winter Solstice, and the Holiday Tree Lighting) and supporting other events through public/private partnerships (including the World Cup Finals, Trailing of the Sheep, and the Farmers Market). Accordingly, the city has determined that community engagement and events serve a public purpose and benefit its citizens.

B. FD Enterprises, LLC has the expertise necessary to help fulfill the City's community engagement and event needs, including creating and publishing campaigns and promoting, organizing, coordinating, and producing community events. This will be carried out through a one-year contract effective April 28, 2025, through April 28, 2026 ("Contract Period"). The contract will be reevaluated annually.

C. The City desires to retain the services of FD Enterprises, LLC, and FD Enterprises, LLC 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. FD Enterprises, LLC, agrees to assist with the organization, creation, and management of all City community engagement and event activities. Specific assignments will depend on current city activities or initiatives.
2. Description of Services. FD Enterprises, LLC shall complete the assignments as outlined in Addendum 1, attached hereto and incorporated herein by this reference (the "Services"). The Contractor shall provide adequate hardware and software to complete the assignments.
3. Payment for Services. In exchange for the Services, the City of Ketchum shall pay FD Enterprises, LLC as follows:

Professional Service Fee. Twenty-four (24) bi-monthly payments of three thousand, three hundred thirty-three dollars and thirty-four cents (\$3,333.34) will be made on the fourteenth day and final day of each month beginning May 14, 2025, with a final payment due on May 14, 2026, for a total payment of eighty-thousand dollars (\$80,000). Payments during the 2025 fiscal year (through September 30, 2025) will total \$35,000 and are covered under purchase order #25102. Payments during the 2026 fiscal year (October 1, 2025, through April 28, 2026) will total \$45,000 and will be covered under a new purchase order to be presented before City Council before the 2026 fiscal year begins.

4. Term - Month to Month. This Agreement shall be effective for a period of one month and shall renew automatically each month and expire automatically on April 28, 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 FD Enterprises, LLC. Upon receipt of such notice, neither party shall have any further obligation to the other. In the event of such termination, FD Enterprises, LLC shall submit a report of expenditures to the City of Ketchum. Any Ketchum funds not encumbered for authorized expenditures by FD Enterprises, LLC 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, FD Enterprises, LLC is at all times acting as an Independent Contractor and not as an employee of the City of Ketchum. FD Enterprises, LLC shall have no rights or obligations as an employee by reason of the Agreement, and the City of Ketchum shall not provide FD Enterprises, LLC 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 FD Enterprises, LLC performs the obligations contemplated herein.

(d) FD Enterprises, LLC 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) City of Ketchum shall not withhold any local, state, or federal payroll or employment taxes of any kind from any compensation paid to FD Enterprises, LLC. FD Enterprises, LLC 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 FD Enterprises, LLC's 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 FD Enterprises, LLC. FD Enterprises, LLC hereby represents and warrants to the City of Ketchum as follows:

(a) FD Enterprises, LLC has the knowledge, experience, and expertise necessary to create, organize, manage, coordinate, and produce City community engagement campaigns and 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 work conducted by FD Enterprises, LLC.

(c) Public Records. FD Enterprises, LLC 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 FD Enterprises, LLC 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, FD Enterprises, LLC 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) FD Enterprises, LLC shall provide all materials from tasks assigned to the City of Ketchum immediately upon request.

(e) FD Enterprises, LLC 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 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. FD Enterprises, LLC 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 FD Enterprises LLC, 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

FD ENTERPRISES, LLC

Neil Bradshaw, Mayor

Dawn Hofheimer

ADDENDUM 1

RESPONSIBILITY OUTLINE

FD Enterprises, LLC

Event Support

- *Project management: plan, direct, develop, and coordinate the scope and production of event activities with City staff*
- *Secure entertainment and event support contractors, including bands, performers, security, food/beverage vendors, and audio/video providers*
- *Secure appropriate restrooms, handwashing stations, recycling services, and trash receptacles*
- *Ensure proper sponsor recognition*
- *Secure required permits*
- *Event design and décor, as needed*
- *Secure travel and lodging for performers and vendors as needed*
- *Work with the community non-profit organizations for event presence, as needed*
- *Coordinate public transportation to events as needed*
- *Processes event license applications*
- *Performs other event duties, as assigned*

Community Engagement Support

- *Create campaigns and coordinate their distribution*
- *Create campaign content, including copy, design, photography, and composition of layouts*
- *Create public presentations and collateral*
- *Designs and distributes public surveys*
- *Answers questions and presents information to members of the public and the media*
- *Performs other event duties, as assigned*

Administration and Financial Support

- *Creates invoices and collects payments, as needed*
- *Monitors project spending and works within provided budgets*
- *Performs other administrative and financial duties, as assigned*



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: 25102

To: 6320 FD ENTERPRISES, LLC 631 VALLEY CLUB DRIVE HAILEY ID 83333	Ship to: CITY OF KETCHUM PO BOX 2315 KETCHUM ID 83340
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P. O. Date	Created By	Requested By	Department	Req Number	Terms
04/03/2025	CCHING	CCHING			

Quantity	Description	Unit Price	Total
1.00	Year Contract for Community Engagement/Event S 01-4150-4200	35,000.00	35,000.00
		SHIPPING & HANDLING	0.00
		TOTAL PO AMOUNT	35,000.00

 Authorized Signature