

RESOLUTION NUMBER 04-083

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KETCHUM, IDAHO, AUTHORIZING THE MAYOR TO EXECUTE AN INDEPENDENT CONTRACTOR AGREEMENT WITH HEATHER LAMONICA DECKARD REGARDING KETCHUM WAGON DAYS FOR EIGHTEEN THOUSAND DOLLARS (\$18,000).

WHEREAS, Heather Lamonica Deckard desires to continue as an independent contractor to the City of Ketchum in the capacity of "Wagon Days Coordinator" for fiscal year 2004-2005, and

WHEREAS, the City of Ketchum has budgeted \$18,000 for this purpose in the FY2005 General Fund Budget, and

WHEREAS, City of Ketchum desires to promote business by enhancing the visitor and resident experience in the Ketchum/Sun Valley area with the Ketchum Wagon Days event; and

WHEREAS, Independent Contractor has the expertise necessary to promote, organize, manage, coordinate and produce the Ketchum Wagon Days event.

WHEREAS, Independent Contractor agrees to promote, organize, manage, coordinate and produce Ketchum Wagon Days according to the terms and conditions of this Agreement, which are as follows:

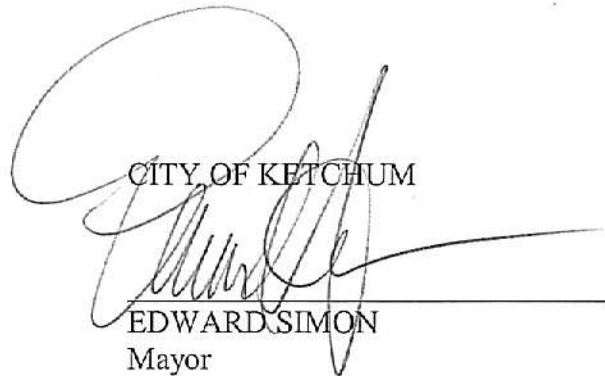
NOW THEREFORE, BE IT RESOLVED by the City Council that the Mayor is authorized to execute an Independent Contractor Agreement with Heather Lamonica Deckard to provide services as "Wagon Days Coordinator" during fiscal year 2004-2005 for a sum not to exceed \$18,000.

DATED this 18th day of October 2004.



ATTEST:


Sandra E. Cady, CMC
City Clerk


CITY OF KETCHUM
EDWARD SIMON
Mayor

OFFICE OF THE COUNTY CLERK
COUNTY OF KETCHICAN
STATE OF ALASKA

NOTICE OF PUBLIC HEARING
ON THE APPLICATION OF

FOR THE REVISION OF

SECTION 11.01.010, CHAPTER 11, TITLE 11, ALASKA
MUNICIPAL CODE

AND THE ADOPTION OF

SECTION 11.01.010, CHAPTER 11, TITLE 11, ALASKA
MUNICIPAL CODE

ON WEDNESDAY, MAY 15, 2007, AT 10:00 A.M.
IN THE BOARD ROOM OF THE CITY AND BOROUGH OFFICE,
100 WEST 10TH AVENUE, ANCHORAGE, ALASKA

THE CITY AND BOROUGH OF ANCHORAGE, ALASKA
WILL CONSIDER THE APPLICATION OF

FOR THE REVISION OF

[Handwritten signature and notes]

SECTION 11.01.010, CHAPTER 11, TITLE 11, ALASKA
MUNICIPAL CODE

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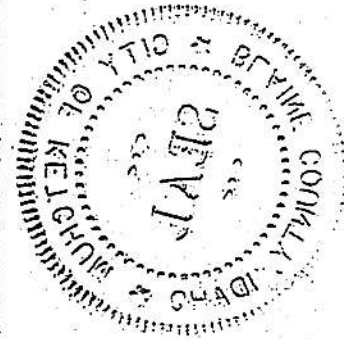
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[Handwritten signature]

INDEPENDENT CONTRACTOR AGREEMENT

(City of Ketchum /Heather LaMonica Deckard)

THIS INDEPENDENT CONTRACTOR AGREEMENT is made and entered into effective of the eighteenth day of October, 2004 by and between Heather LaMonica Deckard (the "Independent Contractor") and the City of Ketchum

RECITALS

WHEREAS, City of Ketchum desires to promote business by enhancing the visitor and resident experience in the Ketchum/Sun Valley area with the Ketchum Wagon Days event; and

WHEREAS, Independent Contractor has the expertise necessary to promote, organize, manage, coordinate and produce the Ketchum Wagon Days event.

NOW THEREFORE, Independent Contractor agrees to promote, organize, manage, coordinate and produce Ketchum Wagon Days according to the terms and conditions of this Agreement, which are as follows:

1. **Description of Services.** Independent Contractor shall complete duties as outlined in Addendum 1.
2. **Payment for Service.** In exchange for the above-referenced services, Chamber shall pay Independent Contractor as follows:
 - ❖ Professional service fee of \$18,000 paid in 12 monthly installments on the 15th of each month, beginning October 1, 2004 and after final accounting on the project has been completed, but no later than September 30, 2005.
3. **Term.** This Agreement shall be effective as of the date first above written and shall terminate on September 30, 2005.
4. **Independent Contract/No Partnerships or Employee Relationship.** By executing this Agreement, the parties hereto 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 nor does each party indemnify the other from and against any cost or expense incurred by law or by any other reason arising from or in any manner related to this independent contractor relationship.

In rendering the services contemplated by this Agreement, Independent Contractor is at all times acting as an independent contractor and not as an employee of the City of Ketchum. Independent Contractor shall have no rights or obligations as an employee by reason of this Agreement and City of Ketchum shall not provide Independent Contractor with any employee benefits, including without limitation, any City of Ketchum sponsored retirement, vacation or health insurance program. The City of Ketchum shall not exercise any control whatsoever over the manner in which the Independent Contractor performs the obligations contemplated herein. Independent Contractor may perform services similar in nature to the

services contemplated in this Agreement for other individuals and entities during the term of this Agreement.

The City of Ketchum shall not withhold any local, state, or federal payroll or employment taxes of any kind from any compensation paid to Independent Contractor. Independent Contractor hereby warrants and represents that she will pay all such employment and payroll taxes, if any, and hereby releases, holds harmless and indemnifies the City of Ketchum, 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 Independent Contractor's failure to pay such payroll or employment taxes, including, without limitation, the 100% penalty.

5. **Assignment.** Neither party hereto shall assign any of its rights or obligations under this Agreement to any other person or entity.
6. **Representations and Warranties by Independent Contractor.** Independent Contractor hereby represents and warrants that she has the knowledge, experience and expertise to promote, organize, manage, coordinate and produce Ketchum Wagon Days.
7. **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.
8. **Attorney's Fees.** If either party defaults hereunder, the nondefaulting party shall have the right, at the defaulting party's expense, to retain an attorney to make any demand, or otherwise protect or enforce its rights herein. The defaulting party hereby promises to pay all costs and expenses so incurred by the nondefaulting party, including court costs and a reasonable attorney's fee. Failure of the defaulting party to pay the same upon demand shall constitute a further and additional default hereunder.
9. **Partial Invalidity.** In the event any portion of this Independent Contractor Agreement or part thereof shall be determined invalid, void or otherwise unenforceable, the remaining provisions hereunder, or part thereof shall remain in full force and effect, and shall in no way be affected, impaired or invalidated thereby, it being understood that such remaining provisions shall be construed in a manner most closely approximating the intention of the parties with respect to the invalid, void or unenforceable provision or part thereof.
10. **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 by appropriate written instrument.
11. **Paragraph Headings.** The paragraph headings of this Agreement are for clarity in reading and not intended to limit or expand the contents of the respective paragraphs.
12. **Amendments.** This Agreement may not be amended, modified, altered or changed in any respect whatsoever, except by further agreement in writing duly executed by the parties hereto.
13. **Entire Agreement.** This Agreement contains the entire agreement between the parties hereto.

14. **Applicable Law.** This Agreement will be interpreted in accordance with the laws and statutes of the State of Idaho.
15. **Binding Effect.** This Agreement shall be binding upon and insure to the benefit of the respective successors, heirs and assigns of the parties hereto.
16. **Time is of the Essence.** Time is hereby made expressly of the essence in every term, condition, covenant and obligation set forth in this Agreement.
17. **Legal Representation/No Presumptions.** Independent Contractor has not retained legal counsel to represent her in this matter, but has had full opportunity to review all aspects of this Agreement.
18. **Counterparts/Fax Copies and Signatures.** This Agreement may be executed in any number of counterparts, all such counterparts shall be deemed to constitute one and the same instrument, and each of said counterparts shall be deemed an original hereof. Fax copies and the original and faxed signatures thereon shall have the same force and effect as originals.

IN WITNESS WHEREOF, the parties hereto have executed this Independent Contractor Agreement as set forth above.

"Independent Contractor"

Heather LaMonica Deckard



Heather LaMonica Deckard

"The City of Ketchum"



Edward Simon, Mayor



ADDENDUM 1

WAGON DAYS RESPONSIBILITY OUTLINE

EVENT COORDINATOR

CHAMBER/CITY OF KETCHUM

General Event Management

- Project management: plan, direct, develop and coordinate scope and production of Wagon Days activities
- Develop, organize, and direct steering committee
- Organize event staffing
- Organize event recap meeting

Administration

- Steering Committee: recruit members, organize meetings & develop agendas, send out meeting notices and minutes
- Create action plan and outline responsibilities
- Develop & coordinate distribution of event correspondence (parade entry forms, thank you letters, notices, sponsor & participant letters)

Financials

- Prepare proposed budget
- Approve payables/receivables
- Reconciliation

Administration

- Serve on WD steering committee: working out details in planning, development, and production
- Assist in sending out all mailings: entry forms, thank you's, etc.
- Create and compile surveys
- Inquiry information distribution

Financials – City of Ketchum

- Review and maintain budget
- Handle all payables and receivables
- Reconciliation

Database

- Input new and maintain database of parade participants, committee, sponsors, etc.

Sponsorship Program

- Define sponsorship levels and target potential sponsors
- Solicit and procure national, regional, local and in-kind sponsors
- Sponsor management

Parade Management

- Solicit & procure parade participants
- Coordinate entry and confirmation mailings
- Coordinate judging of parade
- Coordinate parade route F&B vendors
- Coordinate announcing stands
- Coordinate post-parade picnic
- Coordinate sponsor recognition via signs, announcing stands, etc.

Marketing and Promotion

- Review marketing & ad campaign with Chamber
- Conduct interviews with media
- Coordinate with WD participants and set up interviews with media
- Work with steering committee to distribute posters/programs in key markets
- Coordinate banner display
- Coordinate information distribution

Brochure/Events Schedule Development

- Monitor, collect and input all program content: descriptions, editing, and advertising copy/art work
- Work with copy writer for presentation copy
- Organize schedule of events (times & locations)
- Develop and oversee brochure layout, artwork, printing and proofing (collecting bids and working with designers)

Database

- Oversee database of parade participants, organizations, sponsor, committee, poster, and publicity lists

Sponsorship Program

- Review sponsorship levels and assist in identifying potential sponsors
- Handle all sponsorship accounting

Marketing & Promotion - Chamber

- Develop marketing & ad campaign
- Generate & mail event information pieces: PSA's and press kits
- Publicity follow-up
- Educate local businesses through Chamber newsletter
- Oversee & implement webpage on chamber website

Program/Brochure Development

- Provide input and chance to see before going to print

Souvenirs

- Develop and oversee printing and production of poster, t-shirts and buttons
- Organize sales and distribution of souvenir items
- Organize vendors for parade
- Select poster artist w/committee
- Assist with souvenir sales

On-Site production

- Oversee and coordinate entertainment activities at Giacobbi Square, parade and elsewhere as needed.
- Oversee signage at venue and directing to events
- Oversee staffing and monitor venues
- Manage breakdown and event strike