RESOLUTION NUMBER 05-120

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KETCHUM, IDAHO, AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT WITH HEATHER LAMONICA DECKARD IN THE AMOUNT OF $18,700 TO PROMOTE, ORGANIZE, MANAGE, COORDINATE AND PRODUCE THE 2006 KETCHUM WAGON DAYS EVENT.

WHEREAS, pursuant to Idaho Code Sections 50-301, 50-302, 50-303 and 50-304, Ketchum has the authority to enter into contracts for services reasonably necessary to maintain the peace and promote the public health, safety and welfare of Ketchum's residents and visitors and to maintain and promote Ketchum's trade, commerce, and industry; and

WHEREAS, Heather LaMonica Deckard is highly skilled, has unique abilities, and is experienced in promoting, organizing, managing, coordinating and producing the Ketchum Wagon Days event; and

WHEREAS, Ketchum desires to contract with Heather LaMonica Deckard for professional services to promote, organize, manage, coordinate and produce the 2006 Ketchum Wagon Days event; and

WHEREAS, Heather LaMonica Deckard desires to contract with Ketchum to provide said professional services.

NOW THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Ketchum, Idaho, that the City Council hereby authorizes the Mayor to execute a Contract with Heather LaMonica Deckard in the amount of $18,700 to promote, organize, manage, coordinate and produce the 2006 Ketchum Wagon Days event.

DATED this 7th day of November, 2005.

ATTEST:

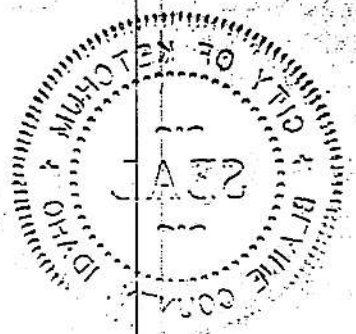
Sandra E. Cady, CMC
City Clerk/Treasurer

CITY OF KETCHUM, IDAHO

Edward E. Simon,
Mayor

APPROVED AS TO FORM
AND CONTENT:

Benjamin W. Worst,
City Attorney


CITY OF HAILEY
BLAINE COUNTY, IDAHO
SEAL

INDEPENDENT CONTRACTOR AGREEMENT
(City of Ketchum /Heather LaMonica)

THIS INDEPENDENT CONTRACTOR AGREEMENT is made and entered into effective of the 15 day of October, 2005, by and between Heather LaMonica Deckard (the "Independent Contractor") and the City of Ketchum, an Idaho municipal corporation ("Ketchum").

RECITALS

WHEREAS, pursuant to Idaho Code Sections 50-301, 50-302, 50-303 & 50-304, Ketchum is authorized to enter into contracts to promote the health, safety and welfare and the economic and cultural well being of the residents and visitors of Ketchum; and

WHEREAS, Ketchum desires to promote business by enhancing the visitor and resident cultural experience in Ketchum 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, Ketchum shall pay Independent Contractor as follows:

   Professional service fee of $18,700(EIGHTEEN THOUSAND SEVEN HUNDRED DOLLARS) paid in the following 4 equal installments:

   October 15th, 2005.
   February 15th, 2006.
   June 15th, 2006.
   After final accounting, but no later than September 30, 2006.

3. **Term.** This Agreement shall be effective as of the date first above written and shall terminate on September 30, 2006.

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.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 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 Ketchum sponsored retirement, vacation or health insurance program. Ketchum shall not exercise any control over the manner in which Independent Contractor performs the obligations contemplated herein, except to specify the time and place of performance. Contractor shall provide, at her sole expense, all costs of labor, materials, supplies, business overhead and financial expenses, insurance, all necessary equipment and facilities to provide the professional services as set forth in 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 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 statues 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. **No Presumptions**. There shall be no presumptions for or against either party as a result of the preparation 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 theron 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

CITY OF KETCHUM,
An Idaho municipal corporation

By: _____
Edward Simon, Mayor

ATTEST:

SANDRA E. CADY, CMC
City Clerk

APPROVED AS TO FORM
AND CONTENT:

BENJAMIN W. WORST
City Attorney

ADDENDUM 1

WAGON DAYS RESPONSIBILITY OUTLINE

EVENT COORDINATOR

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

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

CHAMBER & VISITORS BUREAU

Administration
- Serve on WD steering committee and provide support for event coordinator: 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
- Oversee database of parade participants, organizations, sponsor, committee, poster, and publicity lists

Sponsorship Program
- Review sponsorship levels and assist in identifying potential sponsors

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

- Develop marketing/pr campaign with CVB
- 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
- Oversee/implement web page on CVB website

Marketing & Promotion

- Handle mailing/distribution of ail event information pieces: brochure, PSA's, press kits, etc
- Educate local businesses through CVB newsletter

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)

Program/Brochure Development

- Provide review/edit as needed

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 activities as needed.
- Oversee signage at venue and directing to events
- Oversee staffing and monitor venues
- Manage breakdown and event strike

On-Site Production

- Provide staffing coordination for all areas: parade registration, sponsor signs, band hosting, announcing stands, Giacobi Square activity coordination, etc
- Media management
- Coordinate visitor surveys
- Assist with event set up and breakdown