

**City of Ketchum** 

December 1, 2021

Mayor Bradshaw and City Councilors City of Ketchum Ketchum, Idaho

Mayor Bradshaw and City Councilors:

#### Recommendation To Enter into Contract 22033 with Blue + Pine Creative Studio.

#### **Recommendation and Summary**

Staff is recommending the council approve the contract with Blue + Pine Creative Studio and adopt the following motion:

#### "I move to authorize Contract 22033 with Blue + Pine Creative Studio."

The reasons for the recommendation are as follows:

- The primary reason for the contract is to enhance community engagement and improve communication/transparency with the public regarding specific projects by the city.
- Staff has <u>limited</u> ability to make improvements to the current 'special projects' page. An external site will allow for various graphic improvements including interactive elements and improved user experience.

#### Introduction & Analysis

The City of Ketchum's municipal website, hosted by Municode, is restrictive from a graphics perspective – which staff believes leads to a plateau, if not decrease in public participation. Municode's limitations don't allow for interactive graphics or more visual displays of information, for example. Staff will conduct an internal audit of the site and then work with Municode to make the available improvements that don't qualify as a website 'redesign'. Municode will be updating its platform in late 2022 and at that time staff will explore a more extensive overhaul of the municipal site.

In the meantime, there are several projects the City is working on where increased transparency and enhanced community engagement are needed (ex: Community Housing Action Plan; Transportation projects (Sun Valley Road acquisition, Main Street & Warm Springs); etc.).

Considering the limitations of Municode, staff has enlisted a local design studio to create and implement a 'special projects' website that, while different in design and functionality from <u>www.ketchumidaho.org</u>, will be incorporated within the city's site.

Blue + Pine Creative Studio is a local design studio specializing in website development and branding. The city of Ketchum worked with the principal in a previous project (<u>www.warmspringspreserve.org</u>).

<u>Sustainability</u>

None.

#### Financial Impact

The cost for services is not to exceed \$19,00 within fiscal year 2022. Funding will be allocated from the Professional Services account in the Administrative budget within the approved FY22 budget.

**Attachments** 

Proposed Contract #22033

Attachment A – Project Platform Proposal

Attachment B – Current Ketchum webpage (Special Projects) visual

Attachment C – Current Ketchum webpage (Housing Matters) visual

#### INDEPENDENT CONTRACTOR AGREEMENT 22033

THIS AGREEMENT made and entered into this 6<sup>th</sup> day of December, 2021, by and between the CITY OF KETCHUM, IDAHO, a municipal corporation (hereinafter referred to as "Ketchum") and BLUE + PINE CREATIVE STUDIO.

#### FINDINGS

1. Ketchum is a municipal corporation duly organized and existing under the laws of the State of Idaho.

2. BLUE + PINE will provide services to the City of Ketchum consistent with the services identified in Attachment A associated with the city's plan to improve civic engagement regarding specific community projects and undertakings via various graphic design work and production.

3. Pursuant to Idaho Code §§ 50-301 and 50-302, Ketchum is empowered to enter into contracts and take such steps as are reasonably necessary to maintain the peace, good government and welfare of the City.

4. Ketchum has appropriated funds for website development to BLUE + PINE for an amount not to exceed \$19,000.

5. BLUE + PINE desires to enter into an Agreement with Ketchum to provide such services all as hereinafter provided.

NOW, THEREFORE, the parties hereto covenant and agree as follows:

**1. SERVICES RECEIVED**. BLUE + PINE agrees to provide those services described in Attachment A, as an independent contractor. BLUE + PINE shall be responsible for all associated taxes, workers compensation and other related expenses.

**2. TERM**. The term of this Agreement shall commence on December 7<sup>th</sup>, 2021 and shall terminate on upon completion of the projects.

**3. CONSIDERATION**. In consideration for providing the services as herein provided, Ketchum agrees to pay BLUE + PINE monthly per services completed at an amount not to exceed \$19,000 in fiscal year 2022. Ketchum agrees to reimburse BLUE + PINE for preapproved costs regarding website maintenance and hosting. Payments will be payable within 45 days of submittal of the invoice to the city. The invoice requesting payment shall itemize the specific service provided as identified in Attachment A.

**4. REPORTING**. With each invoice, BLUE + PINE will itemize the services performed, the project rate or hours associated with the service as applicable, and the cost for service.

**5. NOTICES**. All notices to be served pursuant to this Agreement or which are served with regard to this Agreement shall be sent by general mail to the parties at the following addresses:

City Administrator City of Ketchum PO Box 2315 Ketchum, ID 83340 Jess Bejot Blue + Pine Creative Studio PO Box 2013 Ketchum, ID 83340

**6. EQUAL EMPLOYMENT OPPORTUNITY**. BLUE + PINE covenants and agrees that it shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin.

**7. TERMINATION**. Notwithstanding any contrary provision of this Agreement, either party may terminate this Agreement effective upon thirty (30) days written notice to the other for any reason or no reason. In addition, the parties agree that in the event BLUE + PINE refuses or is unable to provide the services set forth hereinabove, the same shall constitute a default under the terms of this Agreement, and that Ketchum shall have the power to terminate this Agreement upon two (2) days' written notice to BLUE + PINE. Furthermore, this Agreement shall be terminable by Ketchum upon five (5) days' written notice if BLUE + PINE is adjudicated bankrupt, or subject to the appointment of a receiver, or has any of its property attached, or becomes insolvent, or is unable to pay its debts as the same become due. No refund of funds paid shall occur if the Agreement is terminated.

**8. NONASSIGNMENT**. This Agreement, in whole or in part, shall not be assigned or transferred by BLUE + PINE to any other party except upon the prior written consent of Ketchum and approved by the Ketchum City Council.

**9. HOLD HARMLESS AGREEMENT**. Any contractual obligation entered into or assumed by BLUE + PINE or any liability incurred by reason of personal injury and/or property damage in connection with or arising out of BLUE + PINE's obligations pursuant to this Agreement shall be the sole responsibility of BLUE + PINE, and BLUE + PINE covenants and agrees to indemnify and hold Ketchum harmless from any and all claims or causes of action arising out of BLUE + PINE's activities and obligations as set forth hereinabove, including, but not limited to, personal injury, property damage and employee complaints.

**10. ENTIRE AGREEMENT**. This Agreement contains the entire agreement between the parties hereto and shall not be modified or changed in any manner, except by prior written agreement executed by the parties hereto. If any term or provision of this Agreement or application thereof shall be declared invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby and shall remain in full force and effect.

**11. SUCCESSION**. This Agreement shall be binding upon all successors in interest of either party hereto.

**12.** LAW OF IDAHO. This Agreement shall be construed in accordance with the laws of the State of Idaho.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year first written above.

BLUE + PINE CREATIVE STUDIO

CITY OF KETCHUM

Ву

Jessica Bejot

Jess Bejot Founding Principal By

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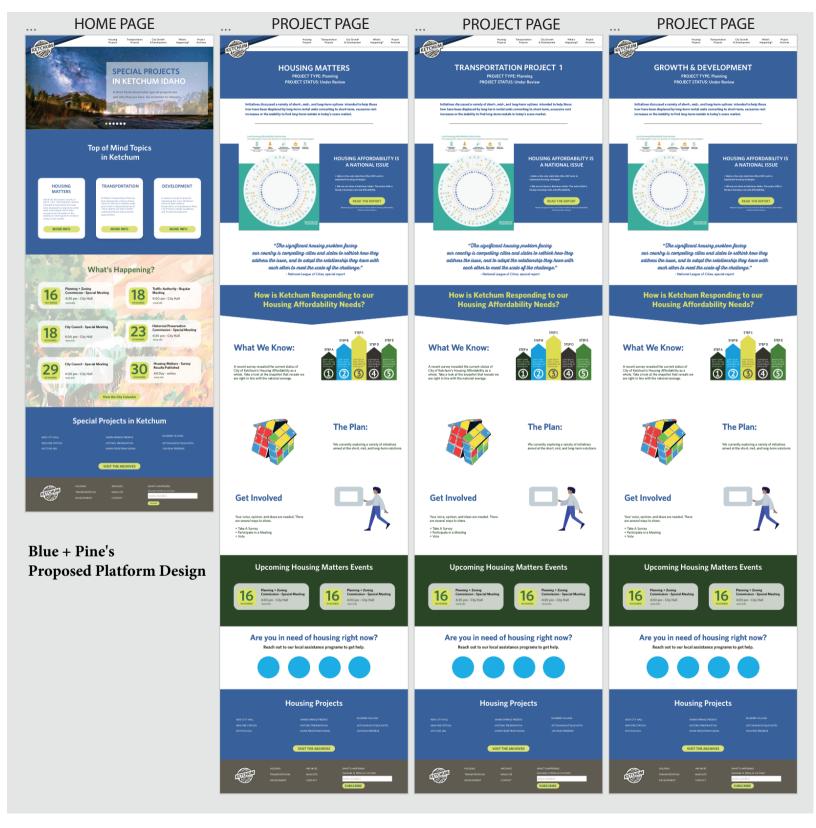
Neil Bradshaw Mayor

ATTEST:

Ву

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Tara Fenwick City Clerk



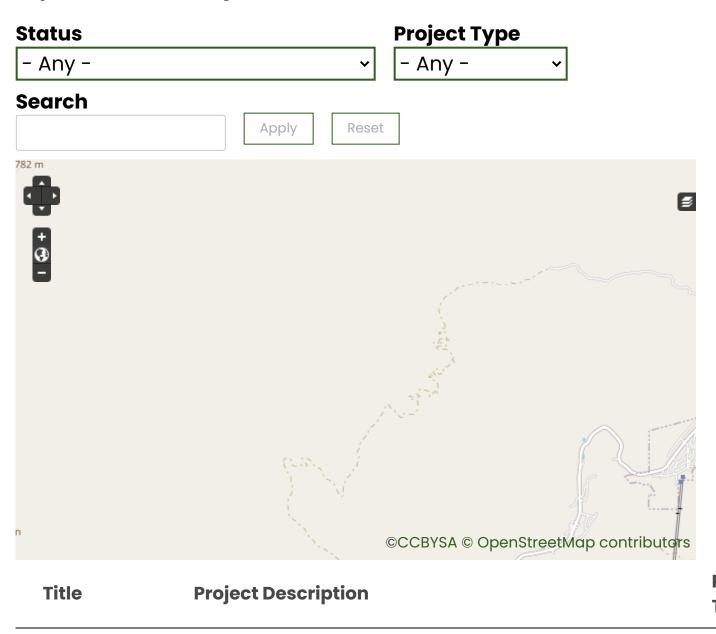


Special Projects | City of Ketchum Idaho



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# **Special Projects**



Title

#### **Project Description**

4th & Main Street Mixed-Use Building (Hot Dog Hill) The proposed 4th & Main Street Mixed-Use Building location is along Main Street, between 4th and 5th streets. The mixed-use building includes retail units fronting Main Street, an underground parking garage with a bike storage area, 6 community housing units and 12 two- and three-bedroom condominium units.

## **Project Review Process**

#### **DESIGN REVIEW**

Historic Preservation & Community Character	Welcome to the City's Historic Preservation & Community Character Information Page PROJECT STATUS	
	The following provides links to public comments submitted after the May 11, 2021 Planning and Zoning Pre-Design Review Meeting:	
Bluebird Village Project	The project applicant has submitted a Design Review application. The Planning and Zoning Commission will hold a public hearing on August 10, 2021. The plans and staff report are on the city's website under the August 10, 2021 Planning and Zoning Commission Agenda	

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Title	Project Description
Housing	The City of Ketchum is working with Agnew::Beck in developing a Community Housing Strategy that will lead to the development of more affordable housing options in Ketchum and the region.
Housing Matters	The city is now in the process of analyzing the current housing environment and is looking for community input to better understand the needs and desires of individuals living and working in the city and Wood River Valley.
Ketchum Boutique Hotel (PEG)	Ketchum Boutique Hotel is a proposed new 100-room hotel at the southwest corner of River Street and State Highway 75/Main Street.
Ketchum Transportation Planning	A draft Master Transportation Plan has been developed to articulate a future vision for the city's mobility needs and a suite of associated projects. The consultant team reviewed current transportation conditions and conducted forecasting scenarios to estimate future trip generation. These studies will help to better understand future improvement opportunities.
New Fire Station	
Sun Peak Preserve	

Title

## **Project Description**



Warm Springs Preserve

The City of Ketchum has an option to purchase 65 of 78 acres of Warm Springs Ranch to be preserved as open space in perpetuity.

## How can I stay educated and involved?

P.O. Box 2315 | 191 5th Street West | Ketchum, ID 83340 | 208.726.3841 Home | Logout | Dashboard | Accessibility

Select Language

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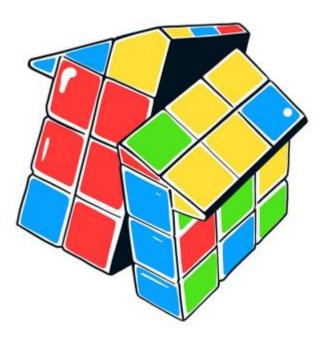
Housing Matters | City of Ketchum Idaho



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Housing Matters

**Project Type:** Planning **Project Status:** Under Review



The City of Ketchum is working with Agnew::Beck in developing a Community Housing Strategy that will lead to the development of more affordable housing options in Ketchum and the region.

The city is now in the process of analyzing the current housing environment and is looking for community input to better understand the needs and desires of individuals living and working in the city and Wood River Valley.

## PLEASE TAKE THE KETCHUM COMMUNITY HOUSING SURVEY

English: https://www.surveymonkey.com/r/KetchumHousingMatters Spanish:

https://www.surveymonkey.com/r/KetchumHousingMattersSpanish

The city hopes to reach as many local workers as possible to gain their input, particularly from those who commute to Ketchum.

The ultimate goal is to provide enough homes for year-round and seasonal residents at varying income levels and life stages, and keep Ketchum a thriving local community.

Thank you for participating in the survey!

## **Files:**

Analysis (3 MB)

City of Ketchum Affordable Housing Initiatives (153 KB)

#### Links:

RESULTS - Survey on Workforce Housing - June 15, 2021

## **Return to Projects**

P.O. Box 2315 | 191 5th Street West | Ketchum, ID 83340 | 208.726.3841

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## **CITY OF KETCHUM** PO BOX 2315 \* 480 EAST AVE. \* KETCHUM, ID 83340 Administration 208-726-3841 (fax) 208-726-8234

## PURCHASE ORDER

BUDGETED ITEM? \_\_\_\_ Yes \_\_\_\_ No

#### PURCHASE ORDER - NUMBER: 22033

To:	Ship to:
5465 BLUE PINE CREATIVE PO BOX 2013 KETCHUM ID 83340	CITY OF KETCHUM PO BOX 2315 KETCHUM ID 83340

P. O. Date	Created By	<b>Requested By</b>	Department	Req Number	Terms
11/15/2021	kchoma	kchoma		0	

Quantity	Description	Unit Price	Total
1.00	Graphic Design Work & Website Developme 01-4150-4200	19,000.00	19,000.00
	SF	HIPPING & HANDLING	0.00
		TOTAL PO AMOUNT	19,000.00