



City of Ketchum  
City Hall

November 18, 2019

Mayor Bradshaw and City Councilors  
City of Ketchum  
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

**Authorization to Approve Contract #20431 for Graphic Services**

Recommendation and Summary

Staff is recommending Council approve Contract #20431 with Molly Snee for Graphic Services.

**“I move to approve Contract #20431 with Molly Snee for Graphic Services.”**

The reason for the recommendation is as follows:

- The City of Ketchum provides outreach and public information in a variety of formats.
- Graphic design services are necessary to produce outreach and informational materials.
- The city has used graphic design services since FY2015.
- The city does not have a staff person with graphic design skills.

Introduction and History

Since FY2015, the city has contracted for graphic services in order to provide a professional and consistent appearance for city business. The city does not have a member on staff with graphic skills. The services include all marketing materials for Wagon Days along with newsletters, information brochures, city promotions (jobs available, city art exhibitions, etc.), city programs (park youth programs, events, etc.), newspaper advertisements, open houses and other city business requiring outreach materials.

Following are costs for graphic services since FY2015. A progressive social media outreach campaign was incorporated into the services in FY2019, expanding the city’s audience and adding another method for communications.

FY2015	\$76,648
FY2016	\$55,822
FY2017	\$46,121
FY2018	\$55,152
FY2019	\$57,185

## Analysis

On November 26, 2019, the city entered into a contract with Molly Snee for graphic services. Over the past year, Snee has developed graphics for Wagon Days and public projects including:

- Open Houses and Fair on the Square
- City Parking Brochure
- Dark Sky Brochure for Public Info Meetings
- Dark Sky Materials
- Parks Programs
- Special Event Notification Mailer
- Promote City Jobs
- Parking Lot Informational Sign
- Ketchum Arts Commission Performance Art, Brochure and Poster
- Handouts for the Public for KSAC Presentation and Planning and Building Information for Contractors
- Website Design Elements
- Fire Bond Open House Ads, Brochure, Mailer and Postcard
- Word on the Street
- City Events

### Wagon Days:

- Poster Art
- Save the Date and Weekend Info Rack Cards
- Souvenir Poster
- All Advertisements including Newspaper, Social Media and Visitor Center Windows for Multiple Wagon Days Weekend Activities
- Brochure
- Detour Map
- Invitations
- Merchandise Designs

Last year, Wagon Days materials were included in the Snee contract. This resulted in significant savings allowing the Wagon Days budget to absorb rising costs for printing and advertising. A greater emphasis on social media for delivering concise information has also shown cost benefits.

## Financial Impact

There is no new financial requirement for this contract. All costs will be funded through the FY20 Administrative Services Department budget.

Attachment: Contract #20431



City of Ketchum

## Graphic Design Services Agreement #20431 with Molly Snee

THIS CONTRACT FOR SERVICES (“Agreement”) is entered into effective as of \_\_\_\_\_ by and between Molly Snee (“Contractor”) and the City of Ketchum (“City”), an Idaho municipal corporation (Molly Snee and City of Ketchum are, collectively, the “Parties”) with reference to the following facts:

### RECITALS

The City distributes public information through various channels such as its website, newspaper, electronic newsletter, brochures, social media and Visitor Center digital screens.

The City creates marketing materials for its premier event, Wagon Days, which requires graphic design services.

Contractor has the expertise and skills necessary to design materials for the city.

City desires to retain the services of Contractor and Contractor desires to provide the services, as set forth herein for one year, beginning on the effective date of this contract.

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.** Contractor shall complete the tasks on the schedule as outlined in Addendum 1, attached hereto and incorporated herein by this reference (the “Services”).
2. **Payment for Services.** In exchange for the Services, City of Ketchum shall pay Contractor four thousand, five hundred dollars (\$4,500) to be billed at the end of each month of service.
3. **Term – Month to Month.** This Agreement shall be effective for a period of one year from the signing date of Contract unless terminated as provided herein. The Parties hereby agree that in the event City, in its sole and exclusive opinion, lacks sufficient funds to continue paying for the Services, City may terminate this Contract without penalty upon thirty (30) days written notice to the Contractor. Upon receipt of such notice, neither party shall have any further obligation to the other. In the event of such termination, Contractor shall submit a report of expenditures to the City. Any City funds not encumbered for authorized expenditures by the Contractor at the date of termination shall be refunded to City within twenty (20) days.

4. **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, Contractor is at all times, acting as an Independent Contractor and not as an employee of the City. Contractor shall have no rights or obligations as an employee by reason of the Agreement, and City shall not provide Contractor with any employee benefits, including without limitation, any City-sponsored retirement, vacation or health insurance program.

c. City shall not exercise any control whatsoever over the manner in which Contractor performs the obligations contemplated herein.

d. 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.

e. Branding style created for City will remain exclusive to City.

f. City shall not withhold any local, state or federal payroll or employment taxes of any kind from any compensation paid to Contractor. Contractor hereby warrants and represents that it will pay all such employment and payroll taxes, if any, and hereby releases, holds harmless and indemnifies City 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 Contractor's failure to pay such payroll or employment taxes.

5. **Assignment.** Neither Party shall assign any of its rights and/or obligations under this Agreement to any other person or entity.

6. **Representations and Warranties by Contractor.** Contractor hereby represents and warrants to City as follows:

a. Contractor has the knowledge, experience, expertise and office equipment resources necessary to promote, organize, manage, coordinate and produce materials required by City.

b. Illustration work created for City projects may be reused in the realm of social media and limited-use projects, however all illustrations remain the property of Contractor unless otherwise agreed upon.

c. Contractor 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 Contractor for City, regardless of physical form or characteristics, may be public records pursuant to Idaho Code Section 74-101 *et seq.* Contractor further acknowledges that, subject to certain limitations, the public may examine and take a copy of all such public writings and records. Accordingly, Contractor 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.

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, 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 is 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. **Attorneys' Fees and Costs.** In the event that any of the Parties is required to incur attorneys' 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's 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 who has signed it. A faxed 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.** Contractor shall indemnify and hold harmless City 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 Contractor or its respective agents, employees or contractors in any way connected with or arising out of any accident, injury or damage, any breach of representation, injury to person or property, any activity conducted, or action taken by the City, directly or indirectly, in conjunction with this Agreement.

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 this Agreement on behalf of the entity for which they have signed.

**CITY OF KETCHUM**

**MOLLY SNEE**

\_\_\_\_\_  
Neil Bradshaw  
Mayor

\_\_\_\_\_  
Molly Snee

ATTEST:

\_\_\_\_\_  
Robin Crotty  
City Clerk

## **Addendum 1: “The Services”**

Contractor will provide the following design services to City in accordance with Contract #20431.

### **NEWSLETTER**

- Contractor will organize content and design the City newsletter.
- Contractor will employ the use of illustration or photography at its discretion. This includes the use of a full-color, “seasonal illustration” that changes every three months.

### **ADDITIONAL DESIGN WORK**

- Contractor’s services will be available for any printed material, advertising or marketing projects for City needs.
- Contractor will be given at least three (3) business days’ notice for single-piece design projects (i.e. newspaper ads, fliers), and at least ten (10) business days’ notice for complex design projects (i.e. designing for an event which requires several pieces of advertising, signage and/or branding).
- Contractor shall employ the use of illustration at its discretion. If custom artwork or branding design is requested, additional fees may be required (see “Custom Work”).

### **WAGON DAYS**

- Contractor will work with City to design and illustrate printed materials and marketing for Wagon Days.
- Contractor will create an original illustration to serve as the Wagon Days poster. This poster may be used for promotional use, as well as decorative reproduction on event merchandise.

### **CUSTOM WORK**

- Custom Work is defined as any type of project not outlined above, or any outside project which could include permanent installation, special use, long-term use or purchase of work created by Contractor.
- Custom Work is subject to additional fees, based on the work itself and the nature of its use.