



City of Ketchum  
City Hall

December 7, 2020

Mayor Bradshaw and City Councilors  
City of Ketchum  
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

### **Authorization to Approve Contract #20569 for Design Services and Social Media Management**

#### Recommendation and Summary

Staff is recommending Council approve Contract #20569 for design services and social media management with Molly Snee.

**"I move to approve Contract #20569 for design services and social media management with Molly Snee."**

The reasons for the recommendation are as follows:

- The City of Ketchum provides information to the public in a variety of formats.
- Design services are necessary to produce informational materials.
- The city does not have a staff person with graphic design skills or the resources to manage its social media accounts.

#### Introduction and History

In FY2020, the city contracted with Molly Snee for graphic design services. The contract amount was \$54,000. In May 2020, Snee's contract was reduced by 30% to accommodate for the anticipated loss of city revenue due to COVID-19. Contract #20569, in the amount of \$37,800, maintains the 30% reduction from the previous contract. The fee for custom work is \$75 per hour.

In addition to print materials such as brochures, signage, advertisements, etc., the city's social media accounts; Facebook, Instagram and Twitter are also used to distribute city information. Social media management requires current information and constant attention. Snee has the expertise to manage the city's social media accounts and provide illustration specific to the post. The annual fee for social media management is \$12,000.

#### Analysis

Certain items in the current contract's scope of work have been reclassified in Addendum 1 of Contract #20569 as custom work due to the reduced contract fee. Custom work is any type of project not outlined in Addendum 1, or any outside project such as permanent installations, special- or long-term use or purchase of work created by Snee.

The city's social media is necessary to distribute information to certain demographics. Currently, Facebook has 3,568 followers, Instagram has 3,169 and Twitter has 2,447.

Sustainability Impact

Utilizing social media provides savings in the production of paper and other print materials.

Financial Impact

The financial requirements for this contract total \$49,800 and will be funded through administrative services department expenditures for communications.

Attachment:

Contract #20569



City of Ketchum

**Design Services Agreement #20569**  
**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**

- A. The City of Ketchum desires to produce and distribute a bi-monthly newsletter to its database; promote advertising for public workshops, city positions and recreational opportunities, and certain informational marketing materials.
- B. City utilizes various mediums to distribute informational materials such as its website, newspaper, electronic newsletter, social media and printed materials.
- B. Contractor has the expertise and artistic skills necessary to design materials to promote for the city in all available communication channels.
- C. 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, one-hundred fifty dollars (\$4,150) to be billed at the end of each month of service. Hourly fee for custom work to be billed at \$75 per hour.
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, and to provide management of social media outlets, 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:

\_\_\_\_\_  
Katrin Sharp  
Deputy City Clerk

## **Addendum 1: "The Services"**

Contractor will provide the following design and social media management services to City in accordance with Contract #20569.

### **ART SERVICES**

- Organize content and design the City newsletter.
- 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**

- Services for any printed material, advertising, marketing projects or community outreach.
- Contractor will be given at least three (3) business days' notice for single-piece design projects (i.e. newspaper ads, fliers, public health announcements), and at least ten (10) business days' notice for complex design projects (i.e. design requiring multiple pieces or large scale format; such as Visitor Center window pieces, construction site fencing, brochures, etc.).
- 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").

### **CUSTOM WORK**

- 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.
- Hourly rate for custom work is \$75 per hour.

### **SOCIAL MEDIA**

- Curate images and write content for 3-5 Instagram feed posts per week (also shared to Facebook and Twitter).
- Unlimited Instagram story content.
- Management of interactions and comments from followers on Instagram, Facebook and Twitter.
- Monitor posts and coordinate with City on response, if appropriate.
- Up to 4 Facebook specific formats (i.e. creating event pages).
- Creation of up to four custom illustrations, including animations, for post-specific use (typically at Contractor's discretion).
- Redesign formatting as needed.