



City of Ketchum
City Hall

March 1, 2021

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Authorization and Approval of Agreement #20589 with Artist Ben Konkol

Recommendation and Summary

Staff is recommending Council to approve Agreement #20589 with artist Ben Konkol for a mural project at the Visitor Center.

“I move to approve Agreement #20589 with artist Ben Konkol.”

The reason for the recommendation is as follows:

- Three bare garage doors exist on a building with high visibility. The corner is lively and heavily trafficked by park visitors, students, and local residents.
- The Recreation Department building should represent the City of Ketchum and be welcoming to passersby.

Introduction and History

In late 2021, the Ketchum Arts Commission identified the Terry Tracy Recreation Department building as having garage door space that would be conducive to an art installation. This is located along the southern and eastern edges of the building, facing the soccer field (Christina Potters Ice Rink) and Hemingway STEAM School. The garage doors line a throughfare heavily trafficked by park visitors, students, and visitors to the Recreation Department.

The Ketchum Arts Commission (KAC) released a call for artists for this project and received 27 complete submissions. KAC juried entries and selected an artist. The selected artist will create digital works of art that will be printed on a high-quality vinyl and applied to the garage doors. The KAC budget will fund the artist's stipend (\$1,800) in addition to paying for the cost of creating and installing the vinyl wrap. The installation goal is July 15, 2021.

Ben Konkol is an artist native to the Boise area. His work is digitally illustrated in a bold, graphical style with naturalistic textures and organic linework. An alum of Boise State University, Konkol has had work published in the New York Times, Wall Street Journal, Illustration Daily, among others. He has also collaborated with brands such as Beats Electronics, Blue Diamond Almonds, and Idaho Central Credit Union.¹

Financial Impact

There is no new financial requirement or impact. All costs will be funded through the FY21 Ketchum Arts Commission budget.

Attachments: Agreement #20589
Concept Sketches

¹ <https://www.benkonkol.com/>

Previous Works:



**AGREEMENT #20589 BETWEEN THE CITY OF KETCHUM AND BEN KONKOL
FOR THE COMMISSION OF A MURAL ART PROJECT**

This agreement is entered into as of the _____ day of _____, 2021 by and between the City of Ketchum, a municipal corporation (hereinafter "City"), and Ben Konkol, an individual (hereinafter "Artist"); (hereinafter collectively referred to as "the Parties") for the purpose of creating a mural at the Visitor Center.

RECITALS

WHEREAS, the City requires the services of an artist to create original art for a vinyl application (wrapping) on a public building; and

WHEREAS, the Artist is a professional artist whose work and qualifications make the Artist uniquely qualified to create the Artwork; and

WHEREAS, the Ketchum Arts Commission has selected the Artist based upon their work and qualifications; and

WHEREAS, the Artist and City wish to perform under the terms and conditions of this Agreement;

NOW, THEREFORE, in consideration of the above-stated premises and subject to the conditions hereinafter set forth, the Parties agree as follows:

AGREEMENT

DESCRIPTION OF SERVICES

Artist will design three pieces of original artwork for the City to use on vinyl wraps to be installed on the Recreation Department garage doors.

PAYMENT FOR SERVICES

In exchange for the services, the City shall pay Artist a fee of Eighteen Hundred Dollars (\$1,800) payable in two installments: \$900 upon the City of Ketchum's receipt of a signed contract, and \$900 upon installation of the final artwork onto the garage doors.

TERMS

The work shall be performed by Artist. The work submitted by the Artist is original, solely owned by the Artist and reproduction will not violate the rights of any third party. The Artist shall not make any additional, exact duplicate reproductions of the final design and dimension,

nor shall the Artist grant to a third party the right to replicate the artistic designs and dimensions of the artwork, without the written permission of the City.

Artist retains all rights to the artwork pursuant to the Copyright Act of 1976. The Artist grants to the City of Ketchum an unlimited, non-exclusive and irrevocable license to make reproductions of the artwork and the final designs to be used in brochures, media, publicity, marketing, social media, and catalogs or other similar publications.

The artwork is intended to remain in place indefinitely; however, the artwork may be removed at any time without notification of the Artist to accommodate replacement or repairs.

The City of Ketchum is not responsible for any third-party infringement of Artists' copyright and not responsible for protecting the intellectual property rights of Artist.

INDEPENDENT CONTRACTOR

Artist is not an employee, servant, agent, partner or joint venture of the City. The City shall determine the work to be done by Artist, but Artist shall determine the legal means by which it accomplishes the work specified by the City. This Agreement shall not be construed to create any employer-employee relationship between the City and Artist.

ARTIST RESPONSIBILITIES

Artist shall coordinate commencement of design on the effective date of this Agreement and complete the Scope of Services on or before April 9, 2021. Any required changes brought forth by the KAC will be completed by the Artist on or before May 7, 2021.

ARTIST'S INSURANCE

The City and Artist warrant that they each carry workers' compensation, comprehensive liability, automobile, and other insurance with reasonable coverage and in reasonable amounts sufficient to insure against anticipated risks in connection with services under this Agreement.

INDEMNIFICATION

Artist agrees to indemnify, defend, and hold harmless the City and its officers, agents, employees and City Council from and against all claims, losses, actions or judgments for damages of injury to persons or property arising out of or resulting from the negligent performances or activities of Artist, Artist's agents, employees, or representatives under this Agreement.

NONASSIGNMENT

It is expressly agreed and understood by the Parties hereto that Artist shall not have the right to assign, transfer, hypothecate or sell any of its rights under this Agreement except upon the prior express written consent of the City.

APPLICABLE LAW

Any dispute under this Agreement or related to this Agreement shall be construed in accordance with the laws of the State of Idaho.

SEVERABILITY

If any part of this Agreement is held unenforceable, the remaining portions of the Agreement will nevertheless remain in full force and effect.

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

CITY OF KETCHUM

ARTIST

Neil Bradshaw, Mayor

Ben Konkol

ATTEST:

Katrin Sharp, Deputy City Clerk