



City of Ketchum

June 15, 2020

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Recommendation to Approve Independent Contractor Agreement #20479 with Laurel Macdonald Sidewalk Art Designs

Recommendation and Summary

Staff is recommending Council to approve Independent Contractor Agreement #20479 with Laurel Macdonald for original sidewalk art designs.

"I move to approve Independent Contractor Agreement #20479, for sidewalk art designs, with Laurel Macdonald."

The reasons for the recommendation are as follows:

- The Ketchum Arts Commission was created by the City of Ketchum in 2007 with the objective of integrating arts and culture into the community's life.
- Sidewalk Art is an initiative of the Ketchum Arts Commission to enhance the City of Ketchum by integrating outdoor art into public space.
- Sidewalk Art will promote public participation and interaction with art and will preserve and enrich the cultural environment and livability of Ketchum.

Introduction and History

In October 2019, the Ketchum Arts Commission issued a Call to Artists and Designers for the Sidewalk Art project. The selected artist will work with the Ketchum Arts Commission to design a cohesive set of five designs for the future production of steel templates for sandblasting onto concrete sidewalks. Examples of MacDonald's design submittals are attached. The designs will be presented to Ketchum City Council for approval.

Financial Impact

The design fee will be funded through the FY20 Ketchum Arts Commission budget. This project was conceived and funded prior to the budget cuts. The production of the steel templates will require additional funding and will be considered separately at a future date.

Attachments:

Independent Contractor Agreement #20479
Artist Design Examples



City of Ketchum

INDEPENDENT CONTRACTOR AGREEMENT #20479 WITH LAUREL MACDONALD

THIS AGREEMENT made and entered this _____ day of _____ 2020, by and between the CITY OF KETCHUM, IDAHO, P.O. Box 2315, 480 East Ave. N. Ketchum, Idaho 83340, a municipal corporation (hereinafter referred to as "City"), and LAUREL MACDONALD, 1620 Leadville Ave. Boise, ID 83706 (hereinafter referred to as "Artist").

FINDINGS

1. The City is a municipal corporation duly organized and existing under the laws of the State of Idaho.
2. Pursuant to Idaho Code §50-301 and §50-302, The City 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.
3. City has exclusive control of the public rights-of-way.
4. Artist desires to enter into an Agreement with the City to provide designs consistent with the terms and conditions below.
5. City desires to enter into an Agreement with the Artist because such public display of artistic designs will promote the public health and welfare.

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

1. **Description of Services.** Artist has agreed to work with the Ketchum Arts Commission to develop a coherent set of five designs for approval by Ketchum City Council. Designs will be used for the future fabrication of steel templates to be used for sandblasting into sidewalks around the City.
2. **Payment for Services.** In exchange for the Services, the City shall pay Artist a fee of Two Thousand Dollars (\$2,000) upon receipt of five designs and approval by the Ketchum City Council.
3. **Terms.** The designs submitted by the Artist are 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 designs and dimensions, 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.

The Ketchum Arts Commission may ask the Artist to revise designs before submission to Ketchum City Council. The Artist agrees to submit the final designs in the digital format requested by the City. The final designs become the property 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 completed designs will be sandblasted into sidewalks that may be repaired, replaced or removed without notice. The City is not responsible for deterioration. The City will maintain the ability to relocate or reproduce the designs at any time.

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

4. **Independent Contractor.** In all matters relating to this Agreement, Artist shall be acting as an independent contractor. The Artist is not an employee of the City under the meaning or application of any Federal or State Unemployment or Insurance Laws or Workers' Compensation Laws, and Artist shall assume all liabilities and obligations imposed by any one or more of such laws. Artist shall not have any authority to assume or create any obligations, express or implied, on behalf of the City.
5. **Nonassignment.** This Agreement, in whole or in part, shall not be assigned or transferred by Artist to any other party except upon the prior written consent of the City and approved by the Ketchum City Council.
6. **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 or injury to persons or property arising out of or in connection with the act and/or any performances or activities of Artist, Artist's agents, employees, or representatives under this Agreement.
7. **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.
8. **Succession.** This Agreement shall be binding upon all successors in interest of either party hereto.
9. **Law of Idaho.** This Agreement shall be construed in accordance with the laws of the State of Idaho.

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

LAUREL MACDONALD, ARTIST

Neil Bradshaw, Mayor

Laurel Macdonald

ATTEST:

Robin Crotty
City Clerk



