

TASK ORDER FOR MURAL INSTALLATION

This TASK ORDER FOR MURAL INSTALLATION (“Task Order”) is made this _____ day of _____, 2022 (“Effective Date”), by and between the City of Meridian, a municipal corporation organized under the laws of the State of Idaho (“City”), Solomon Hawk Sahlein, on behalf of Sector Seventeen LLC, a limited liability company organized under the laws of the state of Idaho (“Artist”).

WHEREAS, Artist and City have entered into a *Master Agreement for Professional Services: Mural Design, Installation, and Maintenance* (“Master Agreement”), which establishes terms and conditions under which City may invite Artist to provide services including consultations, design, installation, maintenance, and repair of murals, pursuant to separate project task order(s) setting forth specific conditions, compensation amount, and scope of work; and

WHEREAS, City and West Ada Recreation District (“Owner”) have entered into a *Memorandum of Agreement for Design and Installation of Mural*, by which Agreement Owner has agreed to allow City to install a public art mural at 213 E. Franklin Road, in Meridian, Idaho, Ada County parcel no. S1118223084 (“Property”); specifically, on the northeast-facing exterior wall of the building located at Property;

WHEREAS, Artist has created a mural design that will establish a sense of place and local identity in Meridian, and will beautify public space, and Owner wishes to invite Artist to install the mural, as designed, on the northeast-facing exterior wall of the building located at Property, pursuant to the *Memorandum of Agreement for Design and Installation of Mural* entered into by Owner and City;

WHEREAS, a design review panel consisting of representatives from the Meridian Arts Commission, Owner’s governing board, and City staff met to review Artist’s initial and provisional designs and recommend the final design;

WHEREAS, Owner has approved Artist’s mural design and would like to move forward with installation;

WHEREAS, on November 10, 2022, the Meridian Arts Commission reviewed Artist’s mural design, recommended to the Meridian City Council that Artist’s proposal be commissioned for full design and installation, and by approval of this agreement, Meridian City Council accepts such recommendation;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and agreed, and in consideration of the mutual promises and covenants herein contained, the Parties agree as follows:

- I. SCOPE OF SERVICES.** Artist shall install, on the south-facing exterior wall of the building located at Property, a large-scale, painted mural installation as depicted in *Exhibit A* hereto (“Mural”). Artwork installation shall comply in all respects with this agreement, with any and all applicable established industry standards, engineering standards, and with all established policies and ordinances of the City of Meridian.

II. COMPENSATION.

- A. Total amount.** The total payment to Artist for services rendered under this Agreement shall be eight thousand, five hundred dollars (\$8,500.00). This amount shall constitute full compensation for any and all services, travel, transportation, materials, fabrication, shipping, equipment, contingency, commission, artist fee, and costs of work to be performed or furnished by Artist under this Task Order.
- B. Method of payment.** Artist shall provide to City invoices for services and deliverables provided pursuant to the payment schedule set forth herein, which City shall pay within thirty (30) days of receipt. City shall not withhold any federal or state income taxes or Social Security tax from any payment made by City to Artist under the terms and conditions of this Task Order. Payment of all taxes and other assessments on such sums shall be the sole responsibility of Artist.
- C. Payment schedule.** Artist shall be paid pursuant to the following benchmarks:
1. **City Approval of Detailed Timeline:** \$2,500.00 shall be due to Artist within thirty (30) days of the Arts and Culture Coordinator's approval of Artist's detailed timeline for installation of the Mural, describing the estimated date of completion of each phase of the installation process.
 2. **Installation of Artwork:** \$5,000.00 shall be due to Artist within thirty (30) days of upon Installation of Artwork, which shall be defined as:
 - a. Complete installation of the completed Mural, as confirmed by City and Owner; and
 - b. Final inspection and written approval of the installation of the Mural by City and Owner.
 1. **Final Completion:** \$1,000.00 shall be due to Artist within thirty (30) days of upon Final Completion, which shall be defined as:
 - a. Artist's submission to City of a recommended maintenance plan for the Mural; and
 - b. Execution of a mutually agreed-upon acceptance agreement, to be prepared by the City Attorney's Office, to include affirmation of Artist's indemnification of City and express waiver of Artist's right, title, or interest in the Mural.

III. TIME OF PERFORMANCE.

- A. Timeline.** In the provision of services and deliverables under this Task Order, Artist shall meet the following deadlines:
1. **By 5:00 p.m. by January 6, 2023:** Artist shall deliver to City a detailed timeline for installation of the Mural.
 2. **By 5:00 p.m. by May 5, 2023:** Artist shall deliver to City a completely installed Mural, as defined herein and as approved in writing by City and Owner;
 3. **By 5:00 p.m. by May 26, 2023:** Artist shall deliver to City:
 - a. Written recommended maintenance plan for the Mural; and
 - b. Signed acceptance agreement.

B. Time of the essence. The Parties acknowledge that services provided under this Task Order shall be performed in a timely manner. The Parties acknowledge and agree that time is strictly of the essence with respect to this Task Order, and that the failure to timely perform any of the obligations hereunder shall constitute a breach of, and a default under, this Task Order by the party so failing to perform.

IV. GENERAL PROVISIONS.

A. Master Agreement applies. All provisions of the Master Agreement apply and are incorporated by reference and made a part of hereof as if set forth in their entirety herein.

B. Owner's and City's designated representatives. Stakeholders have vested in the following representatives the authority to provide to Artist input and approval under this Agreement. Any Stakeholder may change its authorized representative and/or address for the purpose of this paragraph by giving written notice of such change to Artist and to City.

1. Owner:

Shaun Wardle, Chair
West Ada Recreation District
shaunwardle@yahoo.com


2. City:

Cassandra Schiffer, Arts and Culture Coordinator
City of Meridian
cschiffer@meridiancity.org
208-489-0399

C. City Council approval required. The validity of this Task Order shall be expressly conditioned upon City Council action approving same. Execution of this Task Order by the persons referenced below prior to such ratification or approval shall not be construed as proof of validity in the absence of Meridian City Council approval.

IN WITNESS WHEREOF, the parties hereto have executed this Task Order on the Effective Date first written above.

ARTIST:



Solomon Hawk Sahlein, on behalf of Sector Seventeen LLC

CITY OF MERIDIAN:

Robert E. Simison, Mayor

Attest: _____
Chris Johnson, City Clerk

EXHIBIT A

MURAL DESIGN CONCEPT

