

## TASK ORDER FOR MURAL INSTALLATION

This TASK ORDER FOR MURAL INSTALLATION (“Task Order”) is made this 20th day of June, 2022 (“Effective Date”), by and between the City of Meridian, a municipal corporation organized under the laws of the State of Idaho (“City”), Andrei Krautsou, also known as Andrey Kravtsov, also known as Key Detail, (“Artist”), an individual whose address is 400 W 37<sup>th</sup> Street, Apt 9A New York, NY 10018.

**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 Meridian Library 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 22 E. 2nd Street, in Meridian, Idaho, Ada County parcel no. R5672000870 (“Property”); specifically, on the south-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 downtown Meridian, and will beautify public space, and Owner wishes to invite Artist to install the mural, as designed, on the south-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**, Owner has approved the mural design that was submitted and would like to move forward with installation, per the letter attached in *Exhibit A* hereto;

**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 B* 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 four thousand, three hundred dollars (\$4,300.00). 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. **Timeline:** \$1,300.00 shall be due to Artist within thirty (30) days of Artist's delivery of a detailed timeline for installation of the Mural, describing the estimated date of completion of each phase of the installation process.
2. **Final Completion:** \$3,000.00 shall be due to Artist within thirty (30) days of upon Final Completion, which shall be defined as:
  - b. Complete installation of the completed Mural, as confirmed by City and Owner;
  - c. Final inspection and written approval of the installation of the Mural by City and Owner;
  - d. Artist's submission to City of a recommended maintenance plan for the Mural; and
  - e. 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 July 1, 2022:** Artist shall deliver to City a detailed timeline for installation of the Mural.
2. **By 5:00 p.m. by September 10, 2022:** 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 September 16, 2022:** 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:**

Nick Grove, Assistant Director  
Meridian Library District  
nick@mld.org  
208-888-4451

**2. City:**

Cassandra Schiffer, Arts and Culture Coordinator  
City of Meridian  
cschiffer@meridiancity.org  
208-884-5533

**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:**



\_\_\_\_\_  
Andrei Krautsou/Andrey Kravtsov, also known as Key Detail

**CITY OF MERIDIAN:**

\_\_\_\_\_  
Robert E. Simison, Mayor

Attest: \_\_\_\_\_  
Chris Johnson, City Clerk

# Exhibit A



Hello Cassandra and the City of Meridian,

As a library district we have been pleased to work with the City of Meridian, the city's Arts Commission, and the mural artist in finding a work of art to be installed on the facade at our unBound branch. This addition of color and vibrancy are very welcomed to our city's downtown core and will further help in activating the downtown experience. Many hours and months have been spent bringing this to fruition, we are very excited to see this project continue forward.

The Meridian Library District would like to thank the artists for the willingness to work with us on finding a mural design that was as unique and inviting as the unBound branch that it will be painted onto later this year. It is with great pleasure that I'm able to officially send over this letter of approval from the Meridian Library District to move forward with mural design for the SW facing corner of the unBound Business and Technology Library located at 722 E. 2nd St. in Meridian.

This design is truly amazing and again we want to say thank you thank you for your patience and hardwork!

All the best,

A handwritten signature in black ink that reads 'Nick Grove'. The signature is written in a cursive, flowing style.

Nick Grove  
Assistant Director  
Meridian Library District

# EXHIBIT B MURAL DESIGN CONCEPT

