

TASK ORDER FOR MURAL DESIGN

This TASK ORDER FOR MURAL DESIGN (“Task Order”) is made this _____ day of _____, 2021 (“Effective Date”), by and between the City of Meridian, a municipal corporation organized under the laws of the State of Idaho (“City”), and Ben Konkol (“Artist”), whose address is 916 ½ N 12th Street, Boise, ID 83709.

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 Team MC, LLC (“Owner”) have entered into a *Public Art Easement Agreement*, by which Agreement Owner agreed to allow City to engage an Artist for the purpose of designing a public art mural for potential installation at 1203 N Main Street, in Meridian, Ada County parcel no. R6129020215 (“Property”); specifically, on the north-facing exterior wall of the building located at Property;

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 design a large-scale, painted mural installation for potential installation on the north-facing exterior wall of the building at the Property (“Mural”), located at Property. Throughout the design process, Artist shall seek input from City and Owner (collectively, “Stakeholders”), and shall finalize the design only with consensus from all Stakeholders. At the conclusion of the design process, Artist shall deliver to City a to-scale rendering of the Mural design, including a depiction of all architectural features and fixtures to be accommodated (*e.g.*, windows, doors, signs, projections, etc.). Artist shall also be responsible for obtaining written approval of the final design from the designated representative of each Stakeholder.

II. COMPENSATION.

A. Total amount. The total payment to Artist for services rendered under this Task Order shall be one thousand dollars (\$1,000.00). 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. **Initial design:** \$500.00 shall be due to Artist for upon Artist's delivery to Stakeholders an initial design of the Mural.
2. **Final Design:** \$500.00 shall be due to Artist for delivery of a Final Design, as defined herein and as approved in writing by City.

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. on April 15 2021:** Artist shall deliver three initial designs of the Mural to City. Stakeholders are tentatively scheduled to review the initial designs and provide feedback on April 20, 2021 at 5:00pm.
2. **By 5:00 p.m. on May 13, 2021:** Artist shall deliver to City a provisionally final design which shall include a detailed, to-scale rendering of the Mural design, including a depiction of all architectural features and fixtures to be accommodated (*e.g.*, windows, doors, signs, projections, etc.). Stakeholders are tentatively scheduled to review the final design and give final feedback on May 18, 2021 at 5:00pm.
3. **By 5:00 p.m. on June 4, 2021:** Artist shall deliver to City the final design, which shall include: a) a detailed, to-scale rendering of the Mural design incorporating the feedback from Stakeholders and including a depiction of all architectural features and fixtures to be accommodated (*e.g.*, windows, doors, signs, projections, etc.) and b) written approval of the design from the Owner.

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 are incorporated by reference and made a part of hereof as if set forth in their entirety herein.

B. Stakeholders' designated representatives. Stakeholders have vested in the following representatives the authority to provide to Artist input and approval regarding proposed mural designs. 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:

Paul McKenna, Member
Team MC, LLC

meridiancycles@gmail.com

2. City:

Audrey Belnap, Arts and Culture Coordinator

City of Meridian

abelnap@meridiancity.org

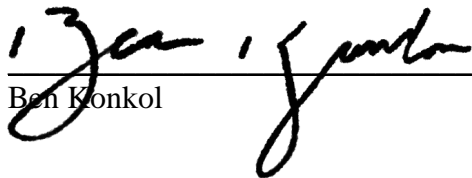
C. Limited edition. Artist does, and shall, warrant and represent that the designs provided pursuant to this Task Order have never heretofore been designed, fabricated, installed, created, published, or copied and that Artist is the sole creator and owner of all rights in such designs.

D. Installation not included. Artist acknowledges and agrees that this Task Order imparts no commitment by City to contract with Artist for installation of the Mural depicted in concept designs provided pursuant to this Task Order. Further, this Task Order vests no right in Artist to install the Mural depicted in designs provided pursuant to this Task Order.

E. 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:



Ben Konkol

CITY OF MERIDIAN:

Robert E. Simison, Mayor

Attest: _____
Chris Johnson, City Clerk