

**PROFESSIONAL SERVICES AGREEMENT FOR DESIGN, FABRICATION, AND
INSTALLATION OF COMMUNITY CENTER HISTORY WALL ARTWORK
AND WALL DIORAMA INSTALLATIONS**

This PROFESSIONAL SERVICES AGREEMENT FOR DESIGN, FABRICATION, AND INSTALLATION OF COMMUNITY CENTER HISTORY WALL ARTWORK AND WALL DIORAMA INSTALLATIONS (“Agreement”) is made this ____ day of _____, 2026, by and between Stephanie Inman LLC, a limited liability company organized under the laws of the state of Idaho (“Artist”) and the City of Meridian, a municipal corporation organized under the laws of the State of Idaho (“City”).

WHEREAS, a new Community Center is under construction in Meridian Settlers Park;

WHEREAS, the City, by and through the Meridian Arts Commission and the Meridian Parks & Recreation Department, seek to display in the new Community Center artwork celebrating the unique identity, history, and landscape of Meridian, and to that end, commissioned Artist to design, fabricate, and install such artwork;

WHEREAS, Artist has designed an art installation consisting of a full wall mural vinyl wrap with multiple panels depicting watercolor artwork of painted local landscapes, flora and fauna, as well as historic photos and narrative wall text about Meridian’s past and present, as generally described in *Exhibit A*;

WHEREAS, Artist has also designed an art installation consisting of two (2) dioramas depicting scenes with the theme of agriculture, irrigation, and the resilience of early Meridian settlers, as generally described in *Exhibit B*;

WHEREAS, on August 13, 2026, the Meridian Arts Commission reviewed the proposed designs of the wall artwork and wall diorama installations (“Artwork”) and recommended that City Council approve the design, fabrication, and installation of the Artwork in the Community Center in the course of its construction;

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, City and Artist agree as follows:

I. SCOPE OF SERVICES.

A. Design and fabrication. Artist shall design and fabricate the Artwork as generally described and depicted in *Exhibits A* and *B*.

B. Image licenses. Artist shall obtain, in writing, and provide written copies to City, of any and all necessary licenses, permissions, or approvals related to any copyright or patent arising out of the reproduction or use in any manner of any images, plans, designs, drawings, specifications, information, material, sketches, notes, or documents used by

Artist in the performance of work or service under this Agreement, including, but not limited to, any original finished artwork created for the project.

- C. Installation.** Artist shall install such Artwork in the new Community Center, and in the specific locations as generally depicted in *Exhibits A* and *B* and as specifically authorized by the City's Arts & Culture Coordinator ("Sites"). Installation of the Artwork shall comply in all respects with established engineering standards and the direction of the Arts & Culture Coordinator.

II. COMPENSATION.

- A. Total amount.** The total payment to Artist for the design, fabrication, and installation of the Artwork shall be twenty-seven thousand, five hundred dollars (\$27,500.00). This amount shall constitute full compensation for any and all design, fabrication, installation, or other services; travel; materials; shipping; contingency; commission; artist fee; subcontractors; licensing; scanning; and any and all other costs of work performed or furnished by Artist under this Agreement.
- B. Method of payment.** Artist shall provide to City one (1) completed W-9 form, and invoices for services and/or materials 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 Agreement. 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 Plan:** \$7,000.00 shall be paid to Artist within thirty (30) days of the Arts & Culture Coordinator's approval of Artist's detailed plan for design, fabrication, and installation of the Artwork ("Detailed Plan"). The Detailed Plan shall include:
 - a. Detailed project timeline;
 - b. Detailed, to-scale site plan for the installation of the Artwork at Sites;
 - c. Plan for coordination with the City's project manager overseeing the construction of the new Community Center ("Project Manager"); and
 - d. Artist's provision to the Arts & Culture Coordinator of copies of any necessary licenses or approvals related to any copyright or patent arising out of the reproduction or use in any manner of any images, plans, designs, drawings, paintings, specifications, information, material, sketches, notes, or documents to be used by Artist in the performance of any work or service under this Agreement.
 2. **Artwork completion:** \$10,000.00 shall be paid to the Artist within thirty (30) days of Artist's completion of the full digital layout of the installation, and all materials fabricated for installation, as demonstrated to and approved in writing by the Arts & Culture Coordinator.

3. **Final Completion:** \$6,500.00 shall be paid to the Artist within thirty (30) days of Final Completion, which shall be defined as:
 - a. Complete installation of the completed Artwork at the Sites, as confirmed by the Arts & Culture Coordinator;
 - b. Artist's submission to the Arts & Culture Coordinator of a recommended maintenance plan for the Artwork;
 - c. Final inspection and approval of the installation of Artwork at the Sites by the Arts & Culture Coordinator and Project Manager; and
 - d. Execution of a mutually agreed-upon acceptance agreement to include Artist's indemnification of City; express waiver of Artist's right, title, or interest in the Artwork; and waivers of lien from any and all subcontractors and major materials suppliers; which agreement shall be prepared by the City Attorney's Office and approved by Meridian City Council.

III. TIME OF PERFORMANCE.

A. Timeline. In addition to the benchmarks set forth in the timeline prepared by Artist as part of the Detailed Plan, the Parties shall meet the following deadlines:

1. **By 5:00 p.m. on November 2, 2026:** Artist shall complete Submission of the Detailed Plan to the Arts & Culture Coordinator. The Arts & Culture Coordinator shall review, request modifications as necessary, and approve the Detailed Plan, either as submitted or as modified pursuant to mutual agreement, within fourteen (14) days of receipt thereof.
2. **By 5:00 p.m. on July 31, 2027:** Artist shall complete a full digital layout of Artwork and obtain written approval of same by the Arts & Culture Coordinator. The Arts & Culture Coordinator shall approve, or approve as modified, such work within fourteen (14) days of Artist's notice of completion, and give notice to proceed with print production fabrication. Prior to issuing approval, the Arts & Culture Coordinator shall determine that the Artwork, is in keeping with Artist's representations as set forth in the proposal set forth in *Exhibits A and B*. Non-material design refinements and/or improvements shall be left to the discretion of the Artist. Artist shall also coordinate with the City's Project Manager regarding placement of the Artwork, and shall obtain any and all necessary licenses or approvals that may be required under section I(B) of this Agreement.
3. **By 5:00 p.m. on September 18, 2027:** With prior approval and coordination with the Project Manager, Artist shall be responsible for installing Artwork at the Sites. Artist shall immediately notify the Arts & Culture Coordinator of any delay that occurs or is anticipated to affect the installation of the Artwork at the Sites. Following installation of the Artwork, Artist shall schedule an inspection of the installation by the Project Manager and the Arts & Culture Coordinator. Following such inspections, the Arts & Culture Coordinator shall prepare and submit to Artist a comprehensive list of any tasks or items to be completed or corrected prior to Final Completion. Failure to

include a task or item on such list shall not alter the Artist's responsibility to complete the Artwork in accordance with *Exhibits A* and *B* and the Detailed Plan.

4. **By 5:00 p.m. on October 16, 2027:** Artist shall be responsible for Final Completion. The Arts & Culture Coordinator may extend the date of Final Completion for a reasonable amount of time only if such delay is due to circumstances and events beyond the control of Artist or pursuant to a written agreement by the Parties.

5. **By 11:59 p.m. on October 30, 2027:** Provided that Artist has completed Final Completion, as provided herein, City shall execute Final Acceptance of the Artwork, which shall be signified by City's adoption of a resolution indicating that the City accepts the delivery of the Artwork as designed, fabricated, and installed.

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

C. Inspection. The Artist shall provide the Arts & Culture Coordinator and/or City with reasonable opportunities to review the progress of the Artwork to ensure compliance with the timeline and the proposal as described and depicted in *Exhibits A* and *B* hereto or as mutually agreed by the Parties in writing, upon Arts & Culture Coordinator's request. If during such inspection, or in the course of the approval processes required herein, the Arts & Culture Coordinator or City concludes that the Artwork or any portion or component thereof do not conform to the timeline or to the proposal as described and depicted in *Exhibits A* and *B* hereto or as mutually agreed by the Parties in writing, notice of the specific non-conformity and request for Artist to address the specified non-conformity shall be given to Artist in writing as soon as practicable. Artist shall have fourteen (14) days to address and correct any non-conformity. If, upon Arts & Culture Coordinator's re-inspection, the Arts & Culture Coordinator concludes that the Artwork or the nonconforming portion or component thereof remain nonconforming, termination procedures may commence. City's failure to disapprove in writing shall constitute presumptive approval of the Artwork as inspected.

D. Confidentiality. Until the time at which the completed Artwork is publicly revealed at the Sites at an event or ceremony presented by the Arts & Culture Coordinator, Artist shall not post or share information about, or photographs or other depictions of the Artwork, in whole or in part, whether privately or publicly, or in any form, including, but not limited to, email, website, message board, blog, press release or photograph, or social networking website, without prior written permission from the Arts & Culture Coordinator.

IV. MAINTENANCE AND REPAIR.

- A. Two years following Final Acceptance.** Artist shall be fully responsible for all parts and workmanship of the Artwork for a period of two (2) years after City's Final Acceptance of the Artwork, and during such time shall replace any defective parts and/or rework any defective craftsmanship in a timely fashion at no cost to City, except that during such period Artist shall not be required to replace or repair any damage to the Artwork caused by City's employees, by vandalism, or by an act of God.
- B. Determination of need for repair.** At all times, including the first two years following Final Acceptance, City shall make any and all determinations regarding whether the Artwork's parts and/or craftsmanship require maintenance, restoration, or repair. Artist may be asked to provide input regarding such matters, but all decisions regarding the need for maintenance, restoration, or repair shall be made by City.
- C. Maintenance, restoration, and repair.** City shall provide basic maintenance, restoration, and repair of the Artwork at City's cost. In the event that the Artwork is damaged or destroyed, in whole or in part, City may, at its sole election, restore the Artwork, subject to receipt of any insurance proceeds and availability of sufficient funds.

V. CREATION, INTEGRITY, AND OWNERSHIP OF ARTWORK.

- A. Waiver and relinquishment of rights.** Between Artist's Final Completion and City's Final Acceptance, Artist shall expressly waive any and all right, title, or interest in the Artwork. Artist understands that this waiver shall include waivers of the exclusive rights of reproduction, adaptation, publication, and display. Artist agrees to relinquish any and all rights, title, and interest to the Artwork developed in connection with this Agreement, and hereby expressly waives any rights Artist has to the Artwork, including, but not limited to, the rights afforded artists under the Copyright Act of 1976 and the Visual Arts Rights Act of 1990, Title 17 U.S.C. §§ 101 *et seq.* Artist understands and agrees that the right of attribution and integrity, as specifically set forth in 17 U.S.C. § 106A, are hereby expressly waived except as otherwise provided herein. To the extent that the provisions of this Agreement differ with the Copyright Act of 1976 and Visual Arts Rights Act of 1990, the provisions of this Agreement will govern and any such differences in the rights and duties created thereunder are expressly waived.
- B. Limited edition.** Artwork shall be a limited edition of one (1). Artist warrants and represents that the Artwork designed, fabricated, and installed pursuant to this Agreement has never heretofore been designed, fabricated, installed, created, published, or copied and that Artist is the sole creator and owner of all rights in the Artwork and the design thereof.
- C. Ownership.** Upon City's Final Acceptance, the Artwork shall be owned by City. Following Final Acceptance, City may remove the Artwork from the Sites and/or move the Artwork to another location, at City's sole election and discretion.
- D. No copyright.** Artist shall not make any claim to the copyright of the Artwork.

- E. Photographs of Artwork by City.** City may photographically reproduce the image of the Artwork and all preliminary studies thereof, as City may desire for educational and public information purposes. Where practicable and to the extent of City's authority, Artist shall be acknowledged on each such photographic reproduction to be the creator of the original subject thereof, provided that photographic reproductions of preliminary studies, models and maquettes shall not be identified as or represented to be the finished Artwork.
- F. Photographs of Artwork by Artist.** Artist may photographically reproduce the image of the Artwork and all preliminary studies, models and maquettes thereof, as Artist may desire for marketing, educational and public information purposes. Where practicable, Artist shall acknowledge on each such photographic reproduction the location of such Artwork, provided that reproductions of preliminary studies, models and maquettes shall not be identified as or represented to be the finished Artwork.
- G. Models of Artwork.** City shall at no time create any model, maquette, replica, copy, or any other three-dimensional reproduction of Artwork or any component thereof for any purpose without first entering into a separate, mutually agreed-upon written agreement with Artist governing the creation, use, and/or sale of such model, maquette, replica, copy, or reproduction. Upon Final Completion, Artist shall not create any new model, maquette, replica, copy, or any other two-dimensional, three-dimensional, or digital reproduction of Artwork or any component thereof for any purpose without first entering into a mutually agreed-upon written agreement with City governing the creation, use, and/or sale of such model, maquette, replica, copy, or reproduction. This provision shall not prevent Artist's creation of any model or mock-up for purposes of designing and/or engineering Artwork prior to Final Completion.
- H. Alteration of Artwork.** If any alteration occurs to the Artwork after installation, whether intentional or accidental and whether caused by City or others, upon written request of Artist, such Artwork shall no longer be represented to be the work of Artist, unless otherwise allowed by Artist in writing. Other than as specified herein, Artist specifically waives the right to claim any other remedy concerning the alteration of the Artwork as provided for under Idaho or federal law, whether by statute or otherwise.
- I. Use of City name.** City hereby conveys to Artist permission to use City's name in all forms and media and in all manners, including, but not limited to, exhibition, display, advertising, trade, and editorial uses, without violation of City's rights of privacy or any other rights City may possess in connection with its commission and purchase of the Artwork.
- J. Removal from display.** City shall have the right to remove the Artwork from Sites and/or from public display. In the event that City determines that the Artwork or any component thereof shall be sold, Artist shall be provided the first right of refusal to purchase the Artwork or such component from City. Should Artist choose to purchase the Artwork pursuant to this provision, the price of the Artwork shall be the fair market

value thereof. This provision shall expire upon the death of Artist and shall not be extended to Artist's estate, heirs, or assigns, unless City so elects.

K. Subcontracting or assignment of obligations. Artist shall not subcontract or assign any of Artist's obligations under this Agreement that require or that may require Artist's artistic talent or expertise. Artist may subcontract or assign obligations that do not require Artist's artistic talent or expertise, including, but not limited to, such obligations as transport and installation of the Artwork. Artist may also subcontract other obligations as outlined in Artist's proposal as set forth in *Exhibit A* and *B* and City specifically acknowledges subcontracted work as proposed with artist Beth Trott. Any and all subcontractors or assignees shall be bound by all the terms and conditions of this Agreement.

VI. INDEMNIFICATION, WAIVER, AND INSURANCE.

A. Indemnification. Artist shall indemnify, save, and hold harmless the City and any and all of its employees, agents, volunteers, and/or elected officials from any and all losses, claims, and judgments for damages or injury to persons or property, and from any and all losses and expenses caused or incurred by Artist or Artist's servants, agents, employees, guests, and/or business invitees, occurring before City's Final Acceptance of the Artwork. Artist specifically hereby indemnifies, saves, and holds harmless City and its respective employees, elected officials, agents, guests, and/or business invitees, from any and all liabilities, losses, claims, actions, judgments for damages, expenses, or injury to any person or to property arising as a result of:

1. Artist's failure, or the failure of any agent, employee, or subcontractor of Artist to exercise reasonable care, skill or diligence in the performance of any work or service under or related to this Agreement;
2. Any breach of any representation, warranty or covenant made by Artist, or by any of Artist's agent(s), employee(s), or subcontractor(s);
3. Artist's infringement of or upon any intellectual property rights, whether intentional or unintentional, known or unknown, including any copyright or patent arising out of the reproduction or use in any manner of any images, plans, designs, drawings, specifications, information, material, sketches, notes or documents used by Artist in the performance of any work or service under this Agreement; and/or
4. The malfunction, breakage, or failure of the Artwork, or any portion or component thereof, designed, fabricated, or installed under this Agreement.

B. Waiver. Artist waives any and all claims and recourse against City, including the right of contribution for loss and damage to persons or property arising from, growing out of, or in any way connected with or incident to Artist's performance of this Agreement, whether such loss or damage may be attributable to known or unknown conditions, except for liability arising out of concurrent or sole negligence of City or its officers, agents or employees.

C. Insurance to be obtained by Artist. Artist shall obtain and shall maintain, at Artist's own expense, from the Effective Date of this Agreement through City's Final Acceptance of the Artwork, each and all of the following:

1. **General liability insurance.** General liability insurance with a limit of not less than one million dollars (\$1,000,000.00) per each occurrence, combined single limit bodily injury and property damage, covering the actions and omissions of Artist and her employees, agents, and/or workers in fabricating, transporting, and installing the Artwork and/or components or materials thereof, including coverage for owned, non-owned, and hired vehicles, as applicable.
2. **Workers' compensation insurance.** Artist shall obtain and shall maintain, at Artist's own expense, from the Effective Date of this Agreement through City's Final Acceptance of the Artwork, and throughout the course of this Agreement, workers' compensation insurance, in an amount required by Idaho law, whichever is higher, to cover any and all persons employed by Artist.
3. **Insurance of Artwork.** Upon completion of fabrication of the Artwork, through City's Final Acceptance of Artwork, Artist shall procure and maintain, at Artist's own expense, in an all-risk form with limits of not less than twenty thousand (\$20,000), and any deductible not to exceed five hundred dollars (\$500) each loss, with any loss payable to City. Artist agrees to bear all risks of loss of and/or damage to the Artwork until City's Final Acceptance of Artwork.

D. Proof of insurance. Artist shall provide to City, within seven (7) days of the Effective Date of this Agreement, written proof that Artist has obtained all insurance required hereunder. If any change is made to any insurance policy or coverage required under and/or obtained pursuant to this Agreement, Artist or Artist's insurance agent shall notify City immediately.

E. Insurance to be obtained by Artist's subcontractors. Artist shall require any and all subcontractors employed or utilized in the course and scope of the obligations described in this Agreement to obtain and maintain general liability insurance and workers' compensation insurance in the amounts described herein. Artist shall provide to City, within twenty-four (24) hours of hiring or engaging any subcontractor, written proof that her subcontractors have obtained all insurance required hereunder.

F. Insurance to be obtained by City. City shall obtain all necessary property and commercial general liability insurance as may be required in order to protect its insurable interests for its rights and obligations described within this Agreement. Upon City's Final Acceptance of the Artwork, City shall obtain property insurance for the Artwork.

G. No cancellation without notice. On all insurance policies required under this agreement, such policies shall provide that they may not be cancelled or reduced in coverage except upon thirty (30) days advance written notice to all Parties. Any

cancellation of insurance without appropriate replacement in the amounts and terms set forth herein may constitute grounds for termination of the contract.

VII. TERMINATION.

A. Termination for cause. If City determines that Artist has failed to comply with any term or condition of this Agreement, violated any of the covenants, agreements, and/or stipulations of this Agreement, falsified any record or document required to be prepared under this Agreement, engaged in fraud, dishonesty, or any other act of misconduct in the performance of this Agreement; or if either Party willfully or negligently defaults in, or fails to fulfill, its material obligations under this Agreement; the other Party shall have the right to terminate the Agreement by giving written notice to the defaulting party of its intent to terminate, and shall specify the grounds for termination. The defaulting party shall have thirty (30) days after receipt of such notice to cure the default. If the default is not cured within such period, this Agreement shall be terminated upon mailing of written notice of such termination by the terminating party.

1. **Default by City.** In the event of termination for non-performance or default by City, City shall compensate Artist for work actually completed and delivered to City by Artist prior to the date of written notice of termination and any verified additional services and materials actually performed or supplied prior to the date of written notice of termination, less payments of compensation previously made, not to exceed the total amount of compensation allowed hereunder.

2. **Default by Artist.** In the event of termination for non-performance or default by Artist, except that caused by the death or incapacity of Artist, all finished and unfinished drawings, photographs, plans, timelines, and/or any and all other work products prepared and submitted or prepared for submission under this Agreement shall, at City's option, become City's property. Notwithstanding this provision, Artist shall not be relieved of any liability for damages sustained by City attributable to Artist's default or breach of this Agreement. City may reasonably withhold payments due until such time as the exact amount of damages due to City from Artist is determined. Artist shall not be relieved of liability to City for damages sustained by City by virtue of any breach or default of this Agreement by Artist. This provision shall survive the termination of this Agreement and shall not relieve Artist of liability to City for damages.

B. Termination without cause. City may terminate this Agreement for any reason, at any time, by providing fourteen (14) days notice to Artist.

C. Termination upon death or incapacity of Artist. This Agreement shall automatically terminate upon the death or incapacity of Artist. In the event of termination caused by the death or incapacity of Artist, all finished and unfinished drawings, photographs, plans, timelines, and/or any and all other work products prepared and submitted or prepared for submission under this Agreement shall, at City's option, become its property, and the right to fabricate and/or complete fabrication of the Artwork shall pass

to City. Notwithstanding this provision, neither Artist nor Artist's estate shall be relieved of any liability for damages sustained by City attributable to Artist's default. City may reasonably withhold payments due to Artist or to Artist's estate until such time as the exact amount of damages due to City from Artist or Artist's estate is determined. Artist shall not be relieved of liability to City for damages sustained by City by virtue of any breach or default of this Agreement by Artist. This provision shall survive the termination of this Agreement and shall not relieve Artist or Artist's estate of liability to City for damages.

- D. Non-waiver of breach.** A waiver of any breach or default of any provision of this Agreement shall not be construed as a waiver of a breach of the same or any other provision hereof.

VIII. GENERAL PROVISIONS.

- A. Relationship of Parties.** It is the express intention of Parties that Artist is an independent contractor and neither Artist nor any officer, employee, subcontractor, assignee, or agent of Artist shall be deemed an employee, agent, joint venturer, or partner of City in any manner or for any purpose. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between Artist and City or between Artist and any official, agent, or employee of City. Both parties acknowledge that Artist is not an employee of City. Artist shall retain the right to perform services for others during the term of this Agreement. Specifically, without limitation, Artist understands, acknowledges, and agrees:
1. Artist is free from actual and potential control by City in the provision of services under this Agreement.
 2. Artist is engaged in an independently established trade, occupation, profession, or business.
 3. Artist has the authority to hire subordinates.
 4. Artist owns and/or will provide all major items of equipment necessary to perform services under this Agreement.
- B. Compliance with law.** Throughout the course of this Agreement, Artist shall comply with any and all applicable federal, state, and local laws.
- C. Non-Discrimination.** Throughout the course of this Agreement, Artist shall not discriminate against any person as to race, creed, religion, sex, age, national origin, sexual orientation, or any physical, mental, or sensory handicap.
- D. Use of AI.** The final design of Artwork shall not include images or any other content wholly or partially generated by, edited by, or otherwise created using artificial intelligence ("AI") without City's prior express, written approval.
- E. Entire Agreement.** This Agreement constitutes the entire understanding between the Parties. This Agreement supersedes any and all statements, promises, or inducements made by either party, or agents of either party, whether oral or written, whether previous

to the execution hereof or contemporaneous herewith. The terms of this Agreement may not be enlarged, modified or altered except upon written agreement signed by both parties hereto.

- F. Costs and attorneys' fees.** If either party brings any action or proceedings to enforce, protect or establish any right or remedy under the terms and conditions of this Agreement, the prevailing party shall be entitled to recover reasonable costs and attorneys' fees, as determined by a court of competent jurisdiction, in addition to any other relief awarded.
- G. Agreement governed by Idaho law.** The laws of the State of Idaho shall govern the validity, interpretation, performance and enforcement of this Agreement. Venue shall be in the courts of Ada County, Idaho.
- H. State of Idaho requirements.** Contractor certifies compliance with Idaho Code sections 18-8703, 67-2346, 67-2347A, and 67-2359, and the definitions included therein, and certifies it is not engaged in any of the activities prohibited by those sections. Contractor shall not assign or seek to assign the Agreement to a person who operates in violation of these statutes. The City may immediately terminate the Agreement at its convenience upon receipt of information Contractor is in violation of the terms of this section.
- I. Cumulative Rights and Remedies.** All rights and remedies herein enumerated shall be cumulative and none shall exclude any other right or remedy allowed by law. Likewise, the exercise of any remedy provided for herein or allowed by law shall not be to the exclusion of any other remedy.
- J. Interpretation.** Words of gender used in this Agreement shall be held and construed to include any other gender, and words in the singular shall be held to include the plural and vice versa unless the context otherwise requires. The Agreement and the captions of the various sections of this Agreement are for convenience and ease of reference only, and do not define, limit, augment or describe the scope, context or intent of this Agreement or any part or parts of this Agreement.
- K. Severability.** If any provision of this Agreement is found by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remainder of this Agreement shall not be affected.
- L. Successors and Assigns.** All of the terms, provisions, covenants and conditions of this Agreement shall inure to the benefit of, and shall be binding upon, each party and their successors, assigns, legal representatives, heirs, executors, and administrators.
- M. Notice.**
- 1. Day-to-day communications.** City shall provide to Artist the name, e-mail address, and telephone number of the Arts & Culture Coordinator, who shall serve as the liaison between City and Artist for all day-to-day matters related to completion of the

scope of services described under this Agreement. Artist shall provide to City Artist's name, e-mail address, and telephone number for purposes of communicating about such matters. Communication between Artist and City regarding such matters shall occur via e-mail or telephone.

2. **All other notice.** All other notices required to be given by either of the parties hereto shall be in writing and be deemed communicated when sent via electronic mail ("e-mail"), personally served, or mailed via United States mail, as follows:

If to Artist:

Stephanie Inman LLC
Attn: Stephanie Inman, Manager
931 S. Capitola Way
Boise, Idaho 83712-8473
sinman@stephanieinman.com

If to City:

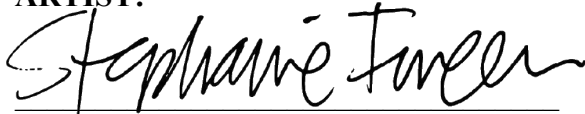
City of Meridian
Attn: City Clerk
33 E. Broadway Avenue
Meridian, Idaho 83642
cityclerk@meridiancity.org

N. Exhibits. All exhibits to this Agreement are incorporated by reference and made a part of hereof as if the exhibits were set forth in their entirety herein. To the extent that any conflict may arise between the exhibits and this Agreement, the language of this Agreement shall apply.

O. City Council approval required. The validity of this Agreement shall be expressly conditioned upon City Council action approving the Agreement. Execution of this Agreement 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 Agreement on the Effective Date first written above.

ARTIST:



Stephanie Inman, Manager
Stephanie Inman LLC

CITY OF MERIDIAN:

BY: _____

Robert E. Simison, Mayor

Attest: _____

Chris Johnson, City Clerk

EXHIBIT A
ARTIST'S PROPOSAL – HISTORY WALL

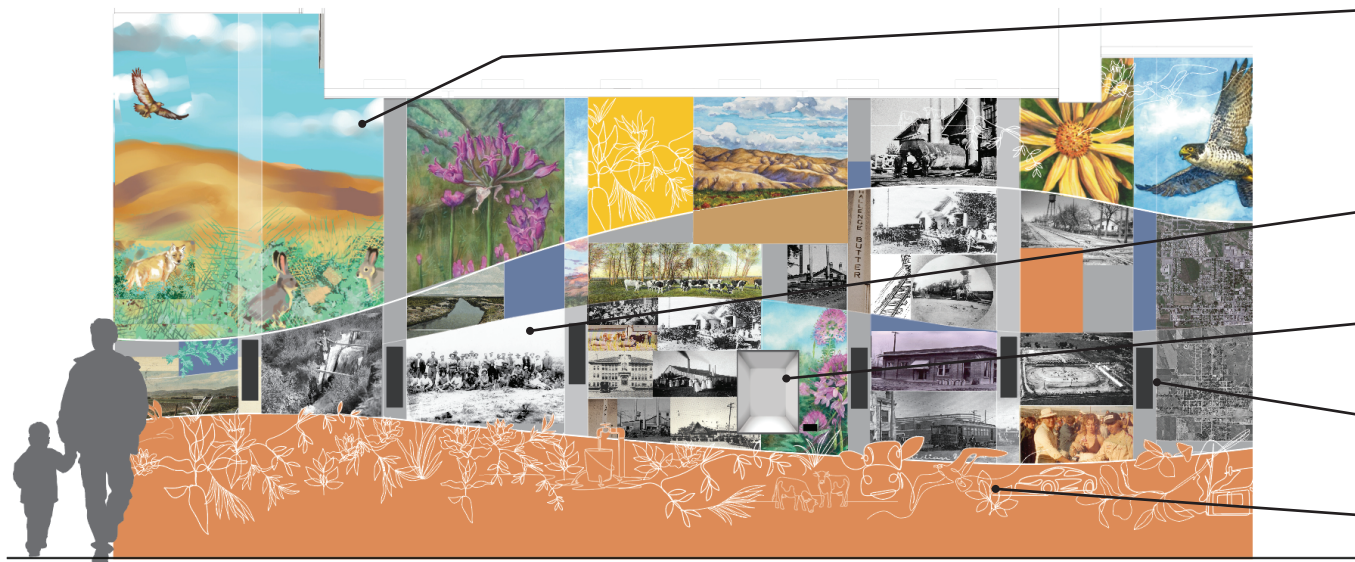
MERIDIAN
IDAHO COMMUNITY CENTER

History Wall Proposal

BY STEPHANIE INMAN

This History Wall is a full-wall wrap mural featuring a curated collage of historic photographs, narratives, and custom watercolor illustrations by Beth Trott, telling the story of Meridian, Idaho through six chapters of its history. A three-dimensional wall diorama is also integrated into the display.

The historical photographs and text are organized at eye level in an expanding curve, the way irrigation expanded opportunities in Meridian. This section is within an overall aerial farm-grid framework, a nod to the agricultural landscape that shaped the city. The mural will be fabricated through a digital design process transferred to a vinyl wallpaper wrap covering the entire wall surface. Rich with detail, the finished piece is designed to reward both close inspection and viewing from a distance.



WATERCOLOR ILLUSTRATIONS

5 beautiful, custom watercolor illustrations will be commissioned from local artist Beth Trott, digitized and part of the vinyl wrap. *Note: these are general placeholders in the sketch.*

Select illustrations will be emphasized, as the budget allows, by treating them as a layered element (specifically with stand-offs on acrylic to showcase the detail work of her watercolors).

HISTORICAL PHOTOS FROM TAG

TAG's historic photos will be eye-level with a variety of scales and imagery showcased. *Note: these are general placeholders in the sketch.*

DIORAMA

This area will be an engaging diorama designed to delight viewers at any age. *See separate sketch for design.*

NARRATIVE TEXT

Barbara Perry-Bauer at TAG supplied the history of Meridian that was condensed to 6 sign panels.

LINE DRAWING

Steph will illustrate a one-color 'vine of line drawings' along the bottom with the goal of tying together elements in the whole space.

SKETCH OF HISTORY WALL

5/1/26

PRICING:

HISTORICAL RESEARCH FROM TAG: \$1,500

Barbara Perry-Bauer at TAG supplied historic photos and a narrative and will review the layout and information before fabrication.

HISTORIC COLLAGE WALL LAYOUT AND COORDINATION: \$6,000 - \$7,000

Digitally layering various historic images, illustrations, patterns, and narratives including multi-cultural viewpoints whenever possible. Layouts presented to stakeholders, coordination with Lobby Wall artist and dioramas for a cohesive, educational story.

WALL FABRICATION / INSTALLATION: \$10,000 - \$13,000

Vinyl wall application with 5 illustration focal stand-offs and 6 text panels. This will be fabricated and installed by a local signmaker.

WATERCOLOR ILLUSTRATIONS: \$5,000

Beautiful, custom watercolor illustrations are being commissioned by local artist Beth Trott. Beth has a sensitivity to our natural world, has done research on Meridian, and is excited to collaborate on this project. Note that the current images are placeholders in the mural sketch.

GENERAL COORDINATION / FILE PREP: *included with design*

Prepare files and coordinate with fabricator.

Final files delivered in requested file formats to fabricator and client.

Estimated total: \$22,500 - \$26,500

NARRATIVE TEXT:

Instead of one interpretive panel at the end of the mural, I am now suggesting the text on 6 smaller, vertical sign panels that I design to be integrated into the overall mural. I've organized the images and information into six sections:

1. **THE LAND BEFORE THE WATER** Meridian's history, like that of many southwestern Idaho towns, is directly linked to irrigation and the transformation of arid land into productive farmland. The first settlers gathered near Five Mile Creek in the 1880s, and by 1893 a townsite had been platted along the Idaho Central Railway — renamed "Meridian" in April 1894 for its location on the Boise Meridian. By 1895, enough families had settled the area to open a school.

2. **WATER CHANGES EVERYTHING** The Settlers Ditch Company was established in October 1884, and the canal changed hands several times before John Lemp completed the main gate in 1891 and built a system of laterals to deliver water to surrounding farms. Idaho's Legislature created the framework for irrigation districts in 1899, and the federal Reclamation Act of 1902 brought additional resources to the region. The Nampa-Meridian Irrigation District, formed in 1904, became central to local agriculture, drawing settlers from Missouri, Iowa, and beyond and the seasonal laborers, many of them Mexican and Mexican American workers.

3. **THE DAIRY THAT FED A REGION** Irrigation made it possible to grow the feed crops that sustained dairy herds, and by the 1920s Meridian had become the center of Ada County's dairy industry. The Ada County Dairymen's Association rebuilt their creamery after a devastating fire in 1929 and launched the first Dairy Days that same year. At its peak in the 1940s, the creamery processed more milk than any other facility in North America, producing millions of pounds of butter and powdered milk annually before closing in 1970.

4. **THE INTERURBAN: CONNECTING MERIDIAN TO THE WORLD** The Boise Valley Railway, known as the Interurban, connected Meridian to regional markets via electric rail. By 1912, the line formed a loop from Boise through Meridian to Nampa and Caldwell, allowing farmers to ship dairy products across Ada and Canyon counties. The Meridian Depot opened in 1913 at Meridian and Idaho streets, serving people and freight until the early 1920s, when the rise of the automobile brought the line's era to a close.

5. **FROM DAIRY DAYS TO RACE DAYS** The Meridian Dairy & Stock Shows, incorporated in 1948, acquired fifteen acres at the south end of town and held the first Dairy Days at the new showgrounds in May 1949, drawing 5,000 people. Midget car racing was introduced as a fundraiser, and revenue from the Speedway supported youth sports programs throughout the community for decades. In the 1960s the track was paved and open-wheel racing began, eventually launching several drivers to the Indianapolis 500. The Speedway has remained in continuous operation ever since.

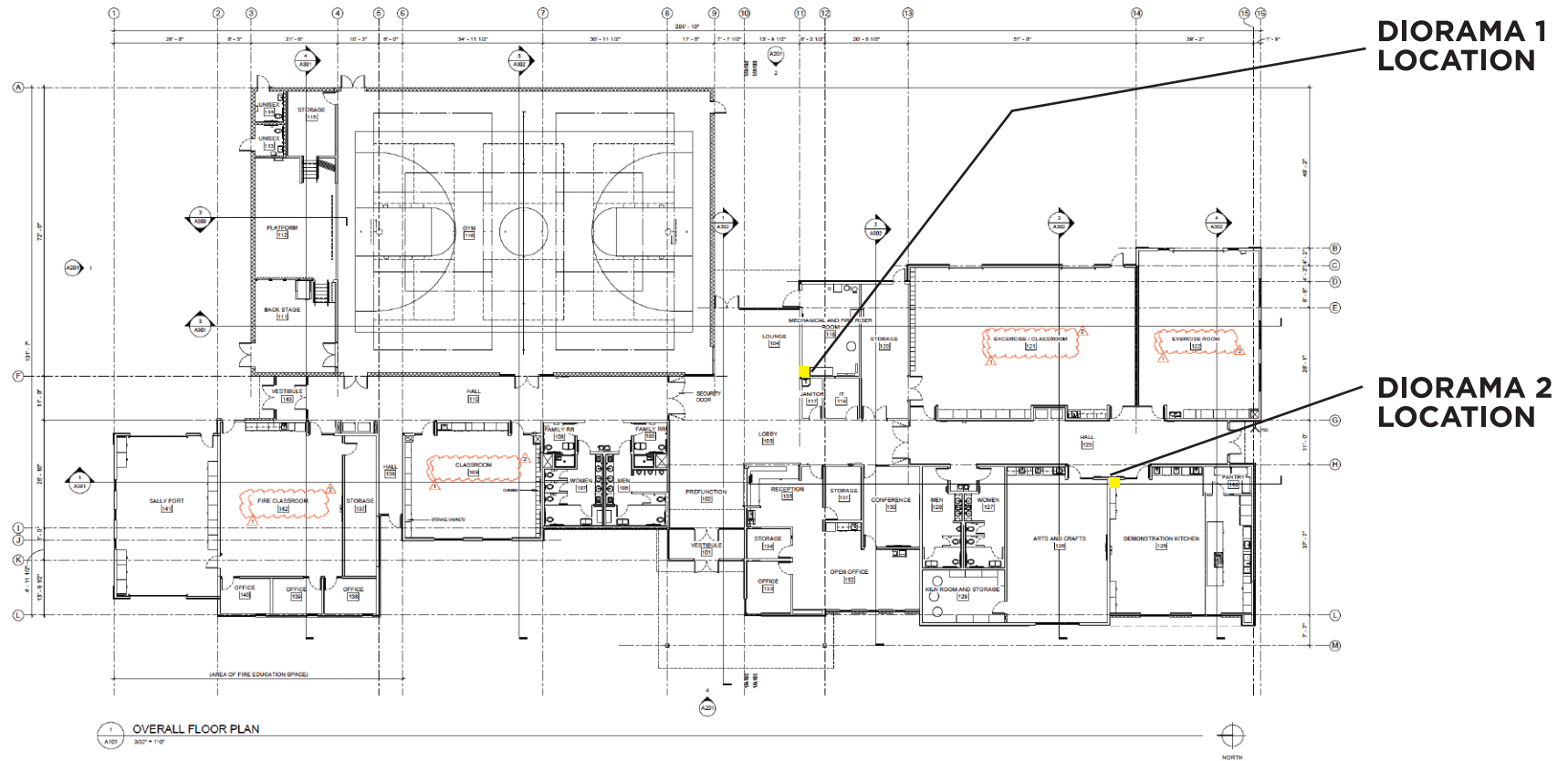
6. **A CITY REMADE** Meridian became Idaho's fastest-growing city in 1994, with its population tripling between 1990 and 2000 and more than doubling again by 2007. Long-established dairies and farm operations gave way to subdivisions and commercial development as the region transitioned from a rural to an urban economy. The canals still run between neighborhoods, Dairy Days continues as an annual celebration, and the Speedway remains a gathering place, reminders of the agricultural community that built this city.

EXHIBIT B
ARTIST'S PROPOSAL – DIORAMAS

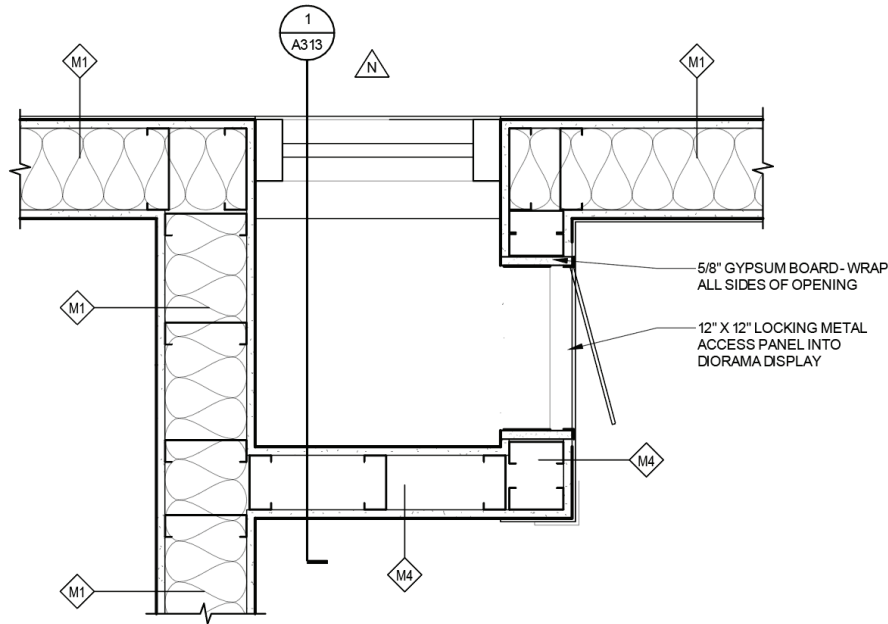
COMMUNITY CENTER Wall Dioramas

BY STEPHANIE INMAN

Two detailed scenes will be designed to educate and captivate kids and adults and tie into the themes of celebrating agriculture, irrigation, and the resilience of early settlers. These installations will be housed in built-in, lit, dimensional cubbies integrated with the construction. One diorama to be located on the history wall, another in the arts/crafts classroom hallway.



ARCHITECT'S FLOOR PLAN



4
A312 DIORAMA DISPLAY CASE
1 1/2" = 1'-0"

PRICING

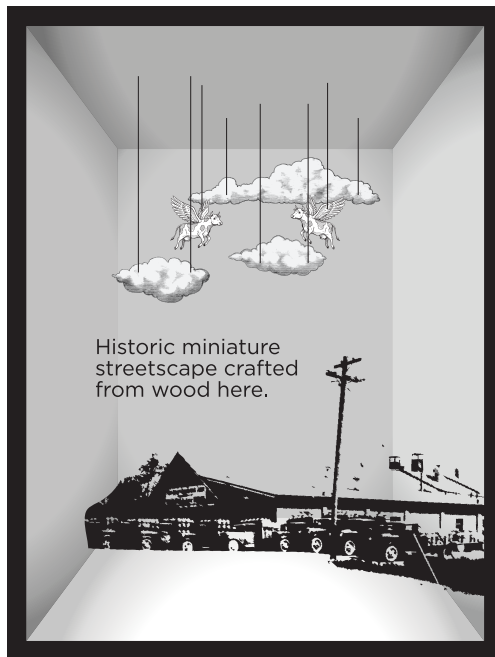
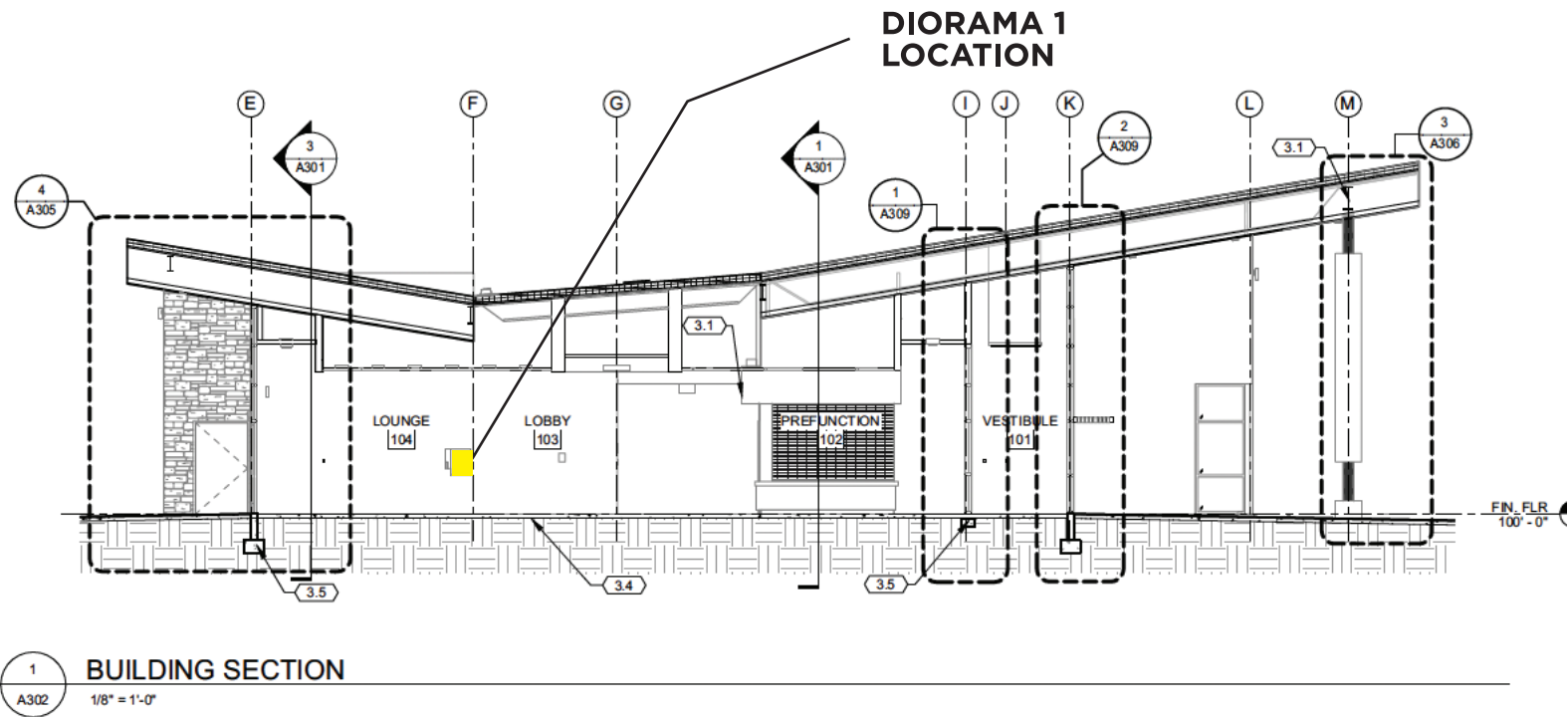
2 CUSTOM DIORAMAS:

Create two custom, engaging miniature environments that can be changed / adapted in the future. This proposal includes coordination with the general contractor (materials, access, height of display) to keep costs down during construction.

Estimated total: \$4,000 - \$6,000

SUGGESTIONS:

Can these dioramas have nearby QR codes that link to more information on a city or library website? I am thinking a longer story of history for visitors who would like to learn more.



Nearby plaque text reads:

THE OLD MERIDIAN CREAMERY

What downtown looked like in 1910 (actual date TBD) before a fire destroyed the Old Creamery building, where Meridian City Hall currently stands.

THE OLD MERIDIAN CREAMERY
What downtown Meridian looked like in 1910 before a fire destroyed the Old Creamery building, where Meridian City Hall currently stands.

CONCEPT

Agriculture and dairy were important placemakers in Meridian. The Old Creamery was a local institution. The Meridian Creamery burned down on January 27, 1945. The site of the former creamery on Broadway Avenue is now home to the Meridian City Hall, which was dedicated in 2008.

This diorama would be a realistic, miniature replica of the area in the year to be chosen by historian Barbara Perry Bauer.

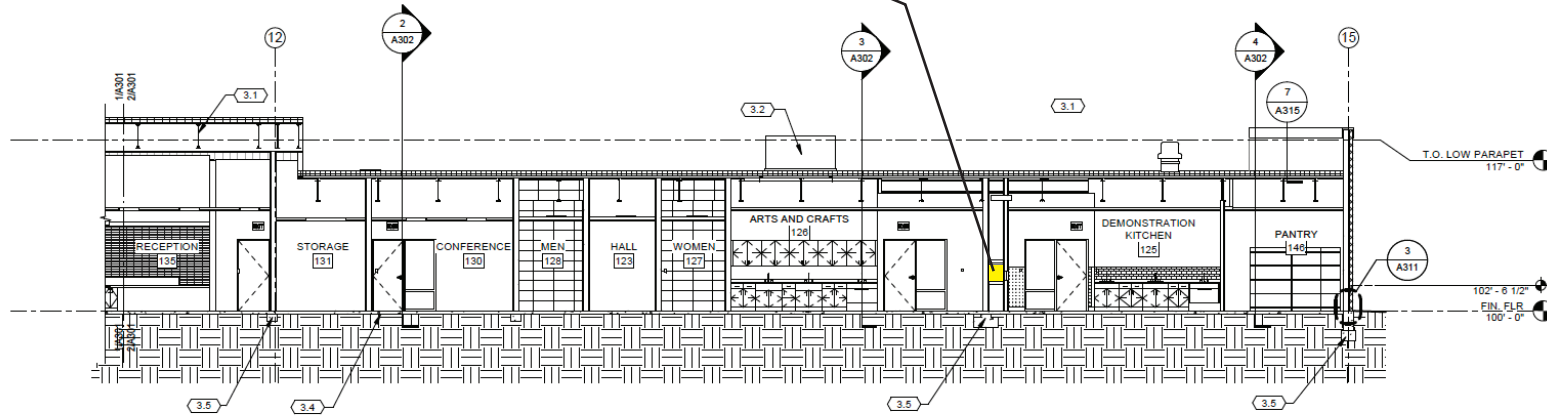
Reference photos will help reconstruct this scene. Some are included at the end of this proposal, and more have been requested.

SKETCH OF WALL DIORAMA 1



Images of the Old Creamery

DIORAMA 2 LOCATION



2 BUILDING SECTION
A301 1/8" = 1'-0"



Nearby plaque text reads:

COMMUNITY CENTER GRASSHOPPERS

They arrived in 1933. They never really left.

COMMUNITY CENTER GRASSHOPPERS
They arrived in 1933. They never really left.
Donated by Kate's Great Grasshopper Kitten

CONCEPT

Water came to Meridian, crops flourished, and grasshoppers flourished right along with them. For early settlers, grasshopper plagues were a defining hardship of life in the high desert.

This diorama reimagines those grasshoppers as permanent residents, posable figures cheerfully enjoying community center activities like yoga, pottery, playing basketball, cooking, and painting.

The piece is playful by design, but carries a quiet acknowledgment of the resilience it took to stay, rebuild, and eventually thrive.

SKETCH OF WALL DIORAMA 2