

PROFESSIONAL SERVICES AGREEMENT FOR DESIGN AND INSTALLATION OF COMMUNITY CENTER EAST WALL MURAL

This PROFESSIONAL SERVICES AGREEMENT FOR DESIGN AND INSTALLATION OF COMMUNITY CENTER EAST WALL MURAL (“Agreement”) is made this ____ day of _____, 2026, by and between The Banksy Protocol LLC, dba Chalk & Cloud, 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 on the new Community Center a mural celebrating the community’s use of the facility, fostering a sense of belonging and community, and inviting the community into the building, and to that end, commissioned Artist to design and install such artwork;

WHEREAS, Artist has designed a mural, entitled “Community Welcome,” depicting connections between activities within the Community Center and the greater Meridian and Idaho community, as generally described in *Exhibit A* (“Artwork”);

WHEREAS, on August 13, 2026, the Meridian Arts Commission reviewed the proposed design of the Artwork and recommended that City Council approve the design 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.

Artist shall design and install the Artwork as generally described and depicted in *Exhibit A*. Artist shall install such Artwork at the new Community Center, generally on the exterior East wall of the building, and specifically in the location authorized by the City’s Arts & Culture Coordinator (“Site”). Installation of the Artwork shall comply in all respects with established industry, safety, and 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 eleven thousand, five hundred dollars (\$11,500.00). This amount shall constitute full compensation for any and all design, installation, services, travel, materials, shipping, contingency, commission, artist fee, subcontractors, 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 a 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:** \$3,000.00 shall be paid to Artist within thirty (30) days of the Arts & Culture Coordinator's approval of Artist's detailed plan for design, 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 Site; and
 - c. Plan for coordination with the City's project manager overseeing the construction of the new Community Center ("Project Manager").
2. **Final Completion:** \$8,500.00 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 Site, 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 Site by the Arts & Culture Coordinator and Project Manager; and
 - d. Execution of a mutually agreed-upon acceptance agreement (which will be substantially comparable to the Acceptance Agreement Example herein attached as Exhibit B) 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 September 18, 2027:** With prior approval and coordination with the Project Manager, Artist shall be responsible for installing Artwork at the Site. 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 Site. 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 *Exhibit A* and the Detailed Plan.
3. **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.
 4. **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 *Exhibit A* 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 *Exhibit A* 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 seven (7) 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 Site 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. One year following Final Acceptance.** Artist shall be fully responsible for workmanship and maintenance of the Artwork for a period of one (1) years after City's Final Acceptance of the Artwork, and during such time shall replace any defective component 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 year 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 before been designed, fabricated, installed, created, published; is not copied in whole or in part; 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 Site 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 Site and/or from public display.

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, and other obligations as outlined in Artist's proposal as set forth in *Exhibit A*. 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. 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 initiating installation 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 ten thousand (\$10,000), 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 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 thirty (30) 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 install and/or complete installation 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:
The Banksy Protocol LLC
Attn: Odessa Kaufman, Manager
2433 Redway Circle
Boise, Idaho 83704-6044
chalkandclouddesigns@gmail.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.

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:



Odessa Kaufman, Manager
The Banksy Protocol LLC dba Chalk & Cloud

CITY OF MERIDIAN:

BY: _____
Robert E. Simison, Mayor

Attest: _____
Chris Johnson, City Clerk

EXHIBIT A
ARTIST'S PROPOSAL

Chalk + Cloud Murals

Odessa Kaufman | ChalkAndCloudDesigns@Gmail.com
ChalkAndCloud.Com | FB: ChalkAndClouds | IG: Chalk_And_Cloud



Meridian Settlers Park

East Mural : "Community Welcome"

Installation Timeline : 10-14 days
Anticipated installation dates : Fall 2027 (TBD)

2026



East Mural : “Community Welcome”

This mural presents the Meridian Community Center as a place of shared learning, wellness, and creative connection, framed within the natural character of Settlers Park. Each section highlights a different program—visual arts, culinary classes, pickleball and yoga—while continuous landscape bands unify the scenes and reference the surrounding park environment. The flowing color fields evoke open space, pathways, and the movement of people through both indoor and outdoor community life.

Reading left to right, the mural begins with an arts class, where the artist is painting syringa, Idaho’s state flower. A chickadee (a non-migratory bird) in flight moves through this area, referencing local birdlife and everyday neighborhood experience while reinforcing a connection to place.

The central section focuses on a cooking class gathered around a communal table, emphasizing participation and collaboration. Bowls, fresh ingredients, and shared gestures convey the hands-on, social nature of the kitchen. A trout on the table connects food preparation to local waterways, reinforcing the relationship between nourishment, water, and community gathering.

The final section opens into outdoor yoga and pickleball beneath an expansive sky, visually extending the building’s programs into the park and emphasizing wellness, accessibility, and connection to open space. A vertical lupine anchors the composition, referencing native plants found in and around Settlers Park and introducing a sense of growth and seasonal change.

Together, the native flowers, trout, butterflies and birdlife situate the Community Center within its ecological and cultural context. The mural fosters a welcoming sense of belonging, illustrates the range of classes offered, and visually links indoor programs with the outdoor landscape of Settlers Park through color, motion, and shared space.





Chalk & Cloud Murals

Odessa Kaufman | Creative Director
chalkandclouddesigns@gmail.com | ChalkAndCloud.Com
the banksy protocol LLC, dba Chalk & Cloud
503.828.7008

Meridian Community Center : East Wall

Submitted on : 2.21/2026

Estimate For:

City of Meridian

Attn: Cassandra Schiffler

Estimate #

260202

Project

East Wall

Due date

N/A



Description	Qty	Value	Total price
East Wall : 11'x18'	1		\$11,500.00
Studio Time Design Fee		\$1,500	
Supply Estimate Including but not limited to:		\$1,200	
Exterior grade UV resistant paint			
Masonry sealer for surface preparation : for mineral leaching and adhesion			
Bonding primer between mineral sealer and UV resistant paint for added adhesion			
Varathane Spar Urethane UV resistant top coat in Water-Based Crystal			
-clear non-yellowing exterior satin for longevity and protection			
Brushes			
Drop Cloths			
Scaffolding			
Extension ladder			
Use of Meta-VR glasses to ensure high quality design transfer			
Scissor Lift up to 2 weeks 20 feet		\$1,200	
Insurance		\$50	
Travel		\$200	
Fabrication and Installation		\$7,350	
Description:			
Welcome wall facing Settlers Park highlighting offerings and activities			
Estimate range provided. Final estimate upon design approval			

Remaining: **\$11,500.00**

Tax:

Notes:

The provided estimate reflects the total project fee for the East wall installation. Line items are included for budgeting transparency only. All materials, equipment, and associated costs will be procured and managed by the artist as part of the project scope.

The total installation fee of \$11,500 is a fixed artist fee and is not subject to reduction based on the provision of materials, equipment, or in-kind support. Any fluctuations in supply or equipment costs will be absorbed by the artist and will not affect the contracted project total.

EXHIBIT B
ACCEPTANCE AGREEMENT EXAMPLE

EXAMPLE ACCEPTANCE AGREEMENT FOR PUBLIC ART MURAL

This ACCEPTANCE AGREEMENT is made this ____ day of _____, ____ (“Effective Date”), by and between the City of Meridian, a municipal corporation organized under the laws of the State of Idaho (“City”), and Artist (“Artist”). (City and Artist may hereinafter be collectively referred to as “Parties.”)

WHEREAS, on DATE, Artist installed artwork entitled “TITLE,” DESCRIPTION at LOCATION (“Artwork”);

WHEREAS, on DATE, City and Artist entered into a Professional Services Agreement for Design and Installation of Mural Artwork (“EXHIBIT A”) that includes, in Section II.C.2.d, a requirement that the parties enter into a mutually agreed-upon acceptance agreement as a condition of the City’s Final Acceptance of the artwork designed, created, and installed by Artist pursuant to EXHIBIT A;

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

I. INDEMNIFICATION.

Artist hereby indemnifies and saves and holds harmless City and its respective employees, elected officials, agents, guests, volunteers, and/or business invitees, from any and all liabilities, losses, claims, actions, and/or judgments for damages, expenses, and/or injury to any person or property caused or incurred by or as the result of the performance of or failure to perform any work or service under or related to the EXHIBIT A Agreement.

Artist specifically hereby indemnifies and 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:

- A. 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 the EXHIBIT A Agreement and any and all addenda thereto;
- B. Any breach of any representation, warranty or covenant made by Artist, or by any of Artist’s agent(s), employee(s), or subcontractor(s);
- C. 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 plans, designs, drawings, specifications, information, material, sketches, notes or documents created by Artist in the performance of any work or service under the EXHIBIT A Agreement and any and all addenda thereto; and/or
- D. The malfunction, breakage, or failure of the artwork, or any portion or component thereof, created and installed under the EXHIBIT A Agreement and any and all addenda thereto.

II. WAIVER.

Artist hereby waives and releases, on behalf of Artist, Artist's employees, agents, heirs, executors, administrators, assigns, and/or personal representatives, any and all claims and/or rights for damages Artist now has or may hereafter have against the City of Meridian and/or its employees, elected officials, agents, guests, and/or business invitees, suffered in connection with or arising out of the performance of any work or service under or related to the EXHIBIT A Agreement. Except as otherwise expressly delineated in the EXHIBIT A Agreement, Artist hereby waives any and all right, title, or interest in the Artwork and/or all items created under, assembled pursuant to, and/or otherwise related to the EXHIBIT A Agreement and any and all addenda thereto.

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

ARTIST:

ARTIST NAME

CITY OF MERIDIAN:

BY: _____
Robert E. Simison, Mayor

Attest: _____
Chris Johnson, City Clerk