

PROFESSIONAL SERVICES AGREEMENT FOR DESIGN, FABRICATION, AND INSTALLATION OF COMMUNITY CENTER LOBBY ARTWORK

This PROFESSIONAL SERVICES AGREEMENT FOR DESIGN, FABRICATION, AND INSTALLATION OF COMMUNITY CENTER LOBBY ARTWORK (“Agreement”) is made this ____ day of _____, 2026, by and between The Sculpture Studio LLC, dba The Sculpture Studio, 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 lobby at 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 five (5) panels, depicting the essential role of water, irrigation, agriculture, and green space in Meridian’s past and present, as generally described in *Exhibit A*;

WHEREAS, on August 13, 2026, the Meridian Arts Commission reviewed the proposed design of the Artwork and recommended that City Council approve the design, fabrication, and installation of the Artwork in the lobby of 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 *Exhibit A*.
- 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.
- C. Installation.** Artist shall install such Artwork in the general location of the lobby of the new Community Center, and in the specific location as authorized by the City’s Arts & Culture Coordinator (“Site”). 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-two thousand dollars (\$22,000.00). This amount shall constitute full compensation for any and all design, fabrication, installation, or other services; travel; materials; shipping; contingency; commission; artist fee; 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:** \$5,000.00 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 Site;
 - 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, specifications, information, material, sketches, notes, or documents 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 five (5) panels, as demonstrated to and approved in writing by the Arts & Culture Coordinator.
 3. **Final Completion:** \$7,000.00 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 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 sub-contractors 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 fabrication 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. Prior to issuing approval, the Arts & Culture Coordinator shall determine that the Artwork, as fabricated, is in keeping with Artist's representations as set forth in the proposal set forth in *Exhibit A*. 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 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.
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 *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 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 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. 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 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. 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, 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, 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 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:

The Sculpture Studio
Attn: Susan Latta, Owner
735 Day Drive
Boise, Idaho 83705
suela1226@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:



Susan Latta, Owner
The Sculpture Studio, LLC

CITY OF MERIDIAN:

BY: _____
Robert E. Simison, Mayor

Attest: _____
Chris Johnson, City Clerk

EXHIBIT A
ARTIST'S PROPOSAL

Sue Latta - Project Proposal

Meridian Community Center at Settler's Park

Narrative Concept

Working Title: *Blue to Green: Following the Settler's Canal*

This permanent lobby wall installation celebrates the ingenuity of early settlers who transformed an arid landscape into a flourishing community through irrigation. The artwork follows the path of water, from its source the Boise River to Settler's Canal, across the transformation of the high desert landscape of Southern Idaho into its early use as apple and Italian prune orchards, to the contemporary green fields of corn and alfalfa. This piece acts as a tribute to how the irrigation system made life in Meridian possible and how that same infrastructure still underpins the city's growth today.

The piece is composed of **five connected sections** - The story runs from east to west (right to left) following the path of the canal and creating a horizontal journey across time.

- **Visual Connector** - A raised blue line of water, based on the map of Settler's Canal, runs across all five organically shaped panels.
- **Panel 1** - The source water representing the Boise River (deep blue)
- **Panel 2** - The arid landscape with images of native plants
- **Panel 3** - The transition to the early agriculture of the area with images of apple and plum blossoms and orchards.
- **Panel 4** - The transition to row crops, with images of field blocks of corn, alfalfa, etc.
- **Panel 5** - Represents modern agriculture, modern irrigation systems (sprinklers), and reference to the evolution of the City of Meridian. (vibrant green)
- **Fauna** - Images of area fauna will be interspersed throughout.

Design Vision & Themes

Adaptation & Perseverance

The visual throughline of the canal functions as both a literal and a symbolic icon, honoring the grit required to bring water to this land. The innovation, engineering, labor, and sheer determination it took to "control the water" becomes a visual metaphor for perseverance, collaboration, and the long work of making a community.

Flourishing Life

As water moves across the panels, the imagery shifts from native landscape to the cultivated abundance of modern agriculture.

Irrigation & Water

Water is the connective tissue throughout. Settler's Canal has been the path from historical to modern and illustrates that the distribution of water makes daily life and growth possible in Meridian.

Sense of Place

The piece is intentionally specific: the canal path and local agricultural imagery make the final work feel uniquely “**Meridian**” while creating a friendly, inviting environment in the Community Center lobby. This artwork welcomes residents by honoring the hard work and dedication of those that came before.

Materials & Fabrication - These materials are durable and site-appropriate.

My work is built in layers featuring an “image transfer on resin” process that I developed which allows me to create translucent sculptural layers. For this piece I will create collaged images for each panel and those translucent (resin) image layers will float on top of another image layer that will consist of an evolving map of meridian, from historical (at the river) to contemporary (at the modern agriculture). This layering process allows the map layer to be emergent, visible in the more translucent areas and disappearing in more opaque areas of the top image layer. This layering serves to visually tie irrigation and agriculture to the evolving civic landscape. Each panel will be wrapped in a 1.5 - 2 inch formed steel frame that provides structure for the layers and adds depth to the piece.

- **Steel structure** - forms a durable framework.
- **Epoxy resin panels with image transfers** - carry saturated color and layered imagery.
- **Raised steel and resin canal path** - provides a visual throughline and adds sculptural interest to the surface.
- **Five-part modular construction** - supports fabrication, transportation, and installation while preserving a continuous narrative flow.
- **Steel hanging structure** - uses a cleat system to provide for a solid, secure, and lasting installation.

Back-Lighting Option

I will run an LED strip around the inside edge of each of the sections to create an internal glow. This will require an outlet on the wall in the center behind the artwork with an inset niche to accommodate the LED transformer. These can be turned on and off and adjusted with a remote control. The mounting bracket will be built to accommodate the wires behind the artwork.

Visual Concept



This is an AI generated rendering of the sculpture idea I have described. The ultimate creation will certainly look different and use actual photos and real maps of the area to tell this story.

I've attached the sample map used in the image and the canal map that has been used for reference. I have also included some samples of previous work to provide a sense of what the real final artwork will look like. (Below)

Public Art Goals

Encourage Interaction

The composition is designed to be “read” by walking alongside it—visitors can **follow the water** across five sections, discovering layers (maps, crops, wildlife) at different viewing distances. The dimensional gates create shadow and tactile presence, inviting curiosity and conversation across ages.

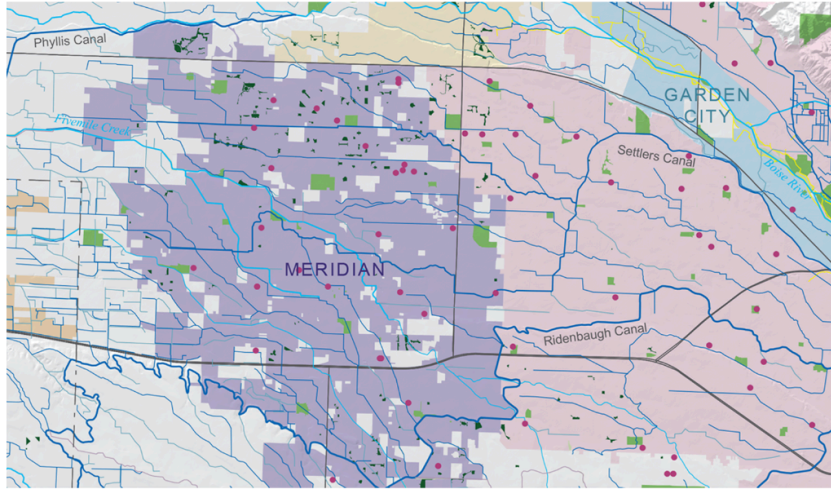
Foster Community Identity

By centering a shared local system—the canal—and its visible outcomes (orchards, fields, flourishing life), the work becomes a reflection of the community itself: a story of resourcefulness, cooperation, and place-based pride.

Preserve Local Stories

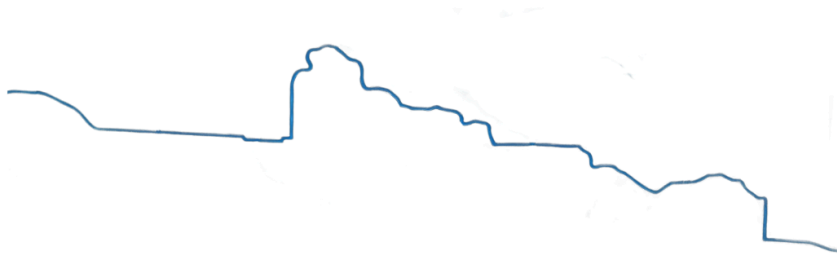
Rather than a didactic timeline, the artwork embeds history in an accessible, memorable visual journey—bridging generations by pairing historical content with contemporary materials, color, and layered image transfer.

Maps

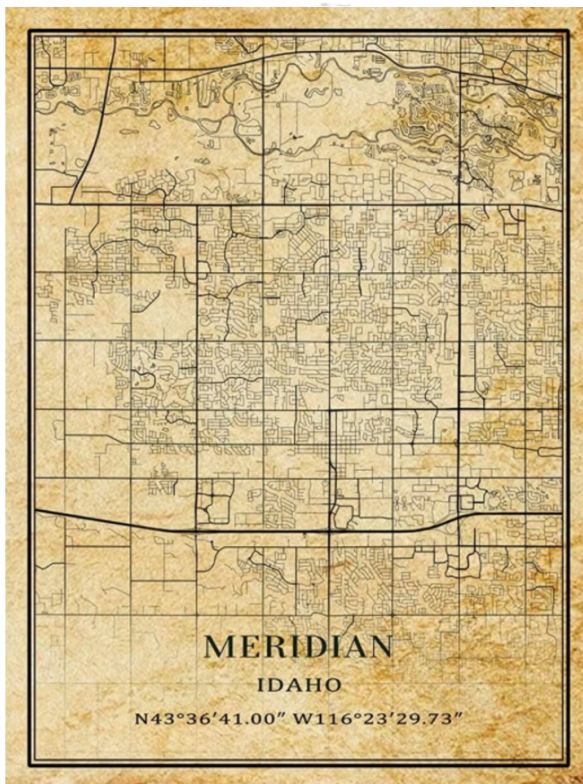


Canal Path Map

<https://www.sierraclub.org/idaho/blog/2019/08/canals-are-pathways-transportation-recreation-community>



Settlers Canal Path
as it travels across
Meridian - as seen
in Visual Design
(isolated from map
above)



Meridian Map
Image Sample



Rivers & Roads: Out for a Walk, Boise City Hall, 10' x 18"



Rivers & Roads: Scenic Vista, Boise City Hall, 4' x 4'



A Life's Work, Private Commission, 50" x 64"

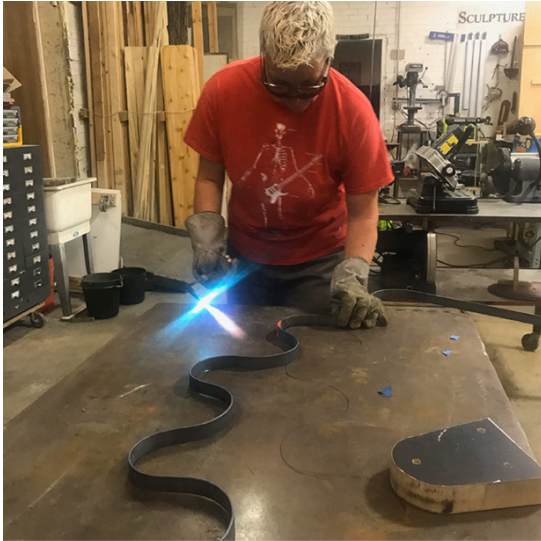


HOPE, Wassmuth Center for Human Rights, 5' x 3'

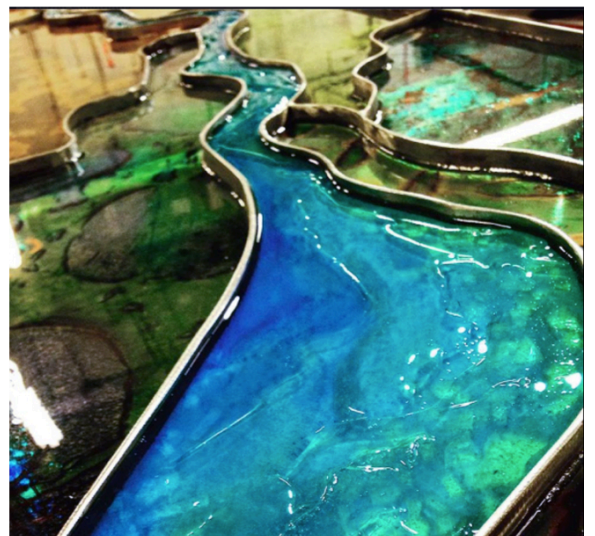
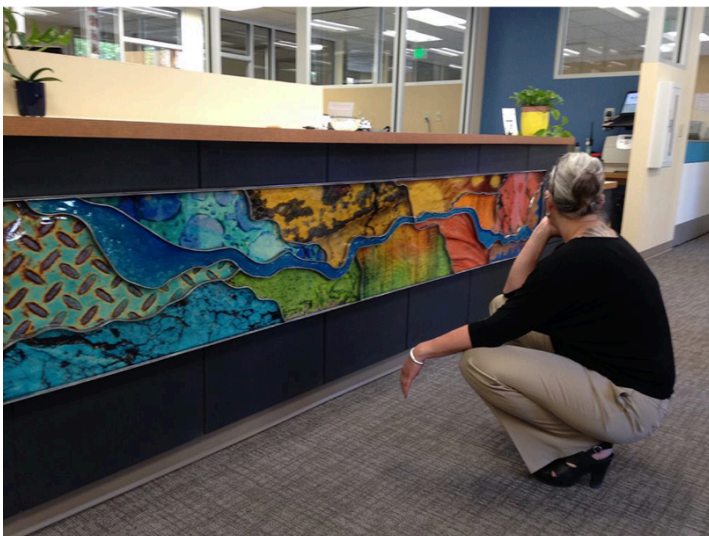
Work Examples



Marty's Tree, Private Commission, 38" x 54"



Work Process Photos



Sue Latta - Meridian Community Center at Settler's Park - Project Proposal Budget

Materials/shop/labor costs	Quantity	Total cost
140' x 2" x 1/8" flat steel	.10 sq in	\$600.00
epoxy resin	4 - 4gal unit	\$700.00
shipping		\$300.00
urethane resin	2 - 1gallon sets	\$400.00
shipping		\$75.00
Printing	150 sq ft	\$900.00
Printing medium		\$350.00
shipping		\$75.00
Scanning		\$200.00
LED Lighting	6 - 16ft.	\$600.00
LED wire/fittings/controllers		\$200.00
Shop fee / consumables		\$750.00
Labor	180 hours @ 75 per hour	\$13,500.00
Design fee		\$3,000.00
Installation		\$350.00
TOTAL		\$22,000.00