

**MEMORANDUM OF AGREEMENT  
BETWEEN MERIDIAN LIBRARY DISTRICT AND CITY OF MERIDIAN  
FOR DESIGN AND INSTALLATION OF MURAL**

This MEMORANDUM OF AGREEMENT BETWEEN MERIDIAN LIBRARY DISTRICT AND CITY OF MERIDIAN FOR DESIGN AND INSTALLATION OF MURAL (“Agreement”), is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2022 (“Effective Date”), by and between the City of Meridian, a municipal corporation organized under the laws of the State of Idaho (“City”), and the Meridian Library District, a public library district organized under the laws of the State of Idaho (“MLD”) (collectively, “Parties”).

**WHEREAS**, the Parties mutually desire to foster a vibrant community, establish a sense of place and local identity, attract visitors to downtown Meridian, and beautify public spaces;

**WHEREAS**, to that end, City intends to dedicate funds for the design and installation of a public art mural at 722 E. 2nd Street, in Meridian, Idaho, Ada County parcel no. R5672000870 (“Property”); specifically, on the south-facing exterior wall of the building;

**WHEREAS**, MLD owns the Property, and has agreed to make the south-facing exterior wall of the building available to the City for the installation of a public art mural (“Mural”), by an artist to be selected by and under contract with City (“Artist”);

**WHEREAS**, the Parties seek by this Agreement to memorialize the process by which the mural will be installed, establish the terms and conditions of City’s investment in this partnership, and establish each Party’s expectations for the design, installation, ownership, maintenance, and longevity of the mural;

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

**I. MLD’S RESPONSIBILITIES**

**A. Public Art Easement.** At the time specified in the process set forth in *Exhibit A*, MLD shall convey to City a Public Art Easement, as set forth in the Public Art Easement Agreement attached hereto as *Exhibit B*, for the installation of the Mural at Property. By signing this Agreement, MLD acknowledges and agrees that City will, in reliance on MLD’s covenant to convey the Public Art Easement, engage the Artist to design and install Mural, a public art installation custom-designed specifically for installation on the south-facing exterior wall of the building at Property. Prior to execution of this Agreement, MLD shall carefully review the Public Art Easement Agreement set forth in *Exhibit B*, shall consult MLD’s legal counsel regarding same, and shall fully negotiate all terms of the Public Art Easement prior to the execution of this Agreement. MLD’s execution of this Agreement shall signify MLD’s covenant to execute the Public Art Easement Agreement in the form set forth in *Exhibit B*. If, following the execution of this Agreement, MLD declines to execute the Public Art Easement Agreement exactly as set forth in *Exhibit B*, MLD shall reimburse City for all

expenses incurred and obligations made by City in reliance on MLD's commitment to execute same, including, but not limited to, any and all amounts paid to Artist for design and/or installation of the Mural at Property.

- B. MLD Contact.** MLD shall designate an individual to serve as MLD Contact, which individual shall consult with City and Artist throughout the design and installation of the Mural, and shall be authorized to make decisions on behalf of MLD related to design and installation of the Mural.
- C. Process.** MLD has reviewed, acknowledges, understands, and agrees to participate in the partnership process generally as set forth in *Exhibit A* hereto.

**I. CITY'S RESPONSIBILITIES.**

- A. City Contact.** City shall designate an individual to serve as City Contact, which individual shall consult and liaise with MLD and Artist throughout the design and installation of the Mural, and shall be authorized to make decisions on behalf of City related to design and installation of the Mural.
- B. Manage process.** City shall manage and participate as needed in the public-private mural partnership process generally as set forth in *Exhibit A* hereto.
- C. Agreements, resolution.** City shall:
1. Prepare, and with Artist negotiate and execute, a master agreement with the Artist establishing terms and conditions of services to be provided in the design and installation of public art murals, which agreement shall be generally in the form as set forth in *Exhibit C* hereto.
  2. Prepare, and with Artist negotiate and execute, a task order with the Artist for the design of the Mural to be installed at Property, which agreement shall be generally in the form as set forth in *Exhibit D* hereto.
  3. Prepare, and with Artist negotiate and execute, a task order with the Artist for the installation of the Mural at Property, which agreement shall be generally in the form as set forth in *Exhibit E* hereto.
  4. Prior to the execution of this Agreement, negotiate and finalize with MLD, the agreed-upon terms of the Public Art Easement Agreement which agreement shall be in the specific form and contain the specific content as set forth in *Exhibit B*, and, following execution of the task order for installation of the Mural, shall attach such installation task order to the Public Art Easement Agreement as an exhibit thereto. Following the Parties' execution of the Public Art Easement Agreement and attachment of the installation task order as an exhibit thereto, City shall record the Public Art Easement against the Property.
  5. Prepare and, with Artist, negotiate and execute, Mural acceptance agreement establishing terms and conditions of City's acceptance of final Mural, which agreement shall be generally in the form as set forth in *Exhibit F* hereto. City shall prepare the City Council resolution signifying City's approval of the Mural as installed.

Except insofar as may be specifically established therein, MLD shall not be a party or third party beneficiary to these agreements.

**III. GENERAL PROVISIONS.**

**A. City and MLD Contacts.** The Parties hereby designate the following individuals to serve as the City Contact and MLD Contact, respectively:

City Contact:

Cassandra Schiffler, Arts & Culture Coordinator  
cschiffler@meridiancity.org  
208-884-5533

MLD Contact:

Nick Grove, Assistant Director  
nick@mld.org  
(208) 888-4451

**B. Notice.** Communication between City Contact and MLD Contact may occur via e-mail or telephone. All other notices required to be given by either of the Parties hereto shall be in writing and be deemed communicated when personally served, or mailed in the United States mail, addressed as follows:

**If to City:**

City Clerk, City of Meridian  
33 E. Broadway Avenue  
Meridian, Idaho 83642

**If to MLD:**

Gretchen Caserotti, Director  
Meridian Library District  
1326 W. Cherry Lane  
Meridian ID 83642

**C. Term.** This Agreement begins immediately upon the Effective Date and shall expire upon recording of the fully executed Public Art Easement Agreement, unless earlier terminated as set forth herein.

**D. Non-appropriation.** Notwithstanding any other provision of this Agreement, City shall not be obligated by any provision of this Agreement unless and until the Meridian City Council appropriates adequate funds for this Agreement in the City's budget for the applicable fiscal year. In the event that funds are not appropriated necessary to meet City's obligations under this Agreement, this Agreement shall be terminated. City shall notify MLD of any such non-appropriation of funds at the earliest practicable date.

**E. Assignment.** Neither party shall assign or sublet all or any portion of its respective interest in this Agreement or any privilege or right hereunder, either voluntarily or involuntarily, without the prior written consent of the other party. This Agreement and each and all of the terms and conditions hereof shall apply to and are binding upon the respective organizations, legal representative, successors, and assigns of the Parties.

**F. No agency.** For purposes of or in furtherance of this Agreement, neither party nor its respective employees, agents, contractors, officials, officers, servants, guests, and/or invitees shall be considered agents of the other in any manner or for any purpose whatsoever.

**G. Hold harmless.** For purposes of or in furtherance of this Agreement, each party and each of its employees, agents, contractors, officials, officers, servants, guests, and/or invitees, shall save and hold harmless the other party from and for any and all losses, claims, actions,

judgments for damages, or injury to persons or property and losses and expenses caused or incurred by either party or any employee, agent, contractor, official, officer, servant, guest, and/or invitee thereof.

**H. Compliance with laws.** In performing the scope of services required hereunder, City and MLD shall comply with all applicable laws, ordinances, and codes of Federal, State, and local governments.

**I. Attorney Fees.** Should any litigation be commenced between the Parties hereto concerning this Agreement, the prevailing party shall be entitled, in addition to any other relief as may be granted, to court costs and reasonable attorneys' fees as determined by a court of competent jurisdiction. This provision shall be deemed to be a separate contract between the Parties and shall survive any default, termination or forfeiture of this Agreement.

**J. Termination.**

- 1. Grounds.** Grounds for termination of this Agreement shall include, but shall not be limited to: non-appropriation of funds necessary to meet City's obligations under this Agreement; an act or omission by either party which materially breaches any term of this Agreement; an act of nature or other unforeseeable event which precludes or makes impossible the performance of the terms of this Agreement by either party; or a change in or occurrence of circumstances that renders the performance by either party a detriment to the public health, safety, or welfare.
- 2. Process.** Either party may terminate this Agreement by providing thirty (30) days' notice of intention to terminate. Such notice shall include a description of the breach or circumstances providing grounds for termination. A fourteen (14) day cure period shall commence upon provision of the notice of intention to terminate. If, upon the expiration of such cure period, cure of the breach or circumstances providing grounds for termination has not occurred, this Agreement may be terminated upon mailing of notice of termination.

**K. Construction and severability.** If any part of this Agreement is held to be invalid or unenforceable, such holding will not affect the validity or enforceability of any other part of this Agreement so long as the remainder of the Agreement is reasonably capable of completion.

**L. Non-waiver.** Failure of either party to promptly enforce the strict performance of any term of this Agreement shall not constitute a waiver or relinquishment of any party's right to thereafter enforce such term, and any right or remedy hereunder may be asserted at any time after the governing body of either party becomes entitled to the benefit thereof, notwithstanding delay in enforcement.

**M. Approval required.** This Agreement shall not become effective or binding until approved by the respective governing bodies of both City and MLD. The Parties signatory hereto

represent and warrant that each is duly authorized to bind, respectively, City and MLD to this Agreement in all respects.

**N. Entire Agreement.** This Agreement contains the entire agreement of the Parties and supersedes any and all other agreements or understandings, oral or written, whether previous to the execution hereof or contemporaneous herewith.

**IN WITNESS WHEREOF,** the Parties shall cause this Agreement to be executed by their duly authorized officers to be effective as of the day and year first above written.

**MERIDIAN LIBRARY DISTRICT:**



\_\_\_\_\_  
Megan Larsen, Chair  
Meridian Library District Board of Trustees

**CITY OF MERIDIAN:**

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

**Attest:**

\_\_\_\_\_  
Chris Johnson, City Clerk

**EXHIBIT A**  
**PUBLIC-PRIVATE MURAL PARTNERSHIP PROCESS OVERVIEW**

<b>STEP</b>	<b>RESPONSIBLE PARTY</b>	<b>TASK</b>
1	City (Arts & Culture Coordinator)	Identify potential partners to participate in public-private partnership for installation of murals on suitable buildings
2	City (City Attorney's Office)	Prepare proposed memorandum of agreement with selected partner Property Owner establishing terms and conditions of design and installation of the mural and Public Art Easement Agreement
3	City (City Attorney's Office) and Property Owner	Negotiate Public Art Easement Agreement; negotiate and execute memorandum of agreement
4	City (Arts & Culture Coordinator)	Issue request for qualifications (RFQ) for mural artists; match selected Artist with partner Property Owner Note: This step is complete; Key Detail is the artist who will design and install the mural.
5	City (City Attorney's Office)	Prepare task order for mural design
6	City (City Attorney's Office) and Artist	Negotiate and execute task order for mural design
7	City (Arts & Culture Coordinator, Meridian Arts Commission), Property Owner, and Artist	Collaborative exchange between Property Owner, Artist, and City per design task order; Artist delivers final mural design
8	City (Meridian Arts Commission)	Review and recommend approval of final mural design
9	City (City Attorney's Office)	Prepare task order for mural installation
10	Property Owner and Artist	If Property Owner requires written agreement with, and/or proof of insurance from, Artist for mural installation: Negotiate and execute terms (City will not participate)
11	City (City Attorney's Office) and Artist	Negotiate and execute task order for mural installation; City Council approves final design via approval of task order for mural installation
12	City (City Attorney's Office)	Prepare final Public Art Easement Agreement with task order for mural installation attached as exhibit
13	City (City Attorney's Office) and Property Owner	Execute and record Public Art Easement Agreement
14	Artist and Property Owner	Artist schedules installation with Property Owner; installs mural per the installation task order and written agreement with Property Owner, if any
15	City (City Attorney's Office)	Prepare mural acceptance agreement
16	City (City Attorney's Office) and Artist	Negotiate and execute mural acceptance agreement
17	City (Arts & Culture Coordinator) and Artist	Project closeout per installation task order and acceptance agreement – site visit, document collection, sign installation, Meridian Arts Commission final approval
18	City (City Attorney's Office)	Prepare resolution for City Council approval and Mayor's signature, accepting the mural and approving final payment to Artist
19	City (Arts & Culture Coordinator), Property Owner, and Artist	Schedule/coordinate mural unveiling event (as weather or other circumstances permit)

**EXHIBIT B**  
**PUBLIC ART EASEMENT AGREEMENT**

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**RECORDING REQUESTED BY AND  
WHEN RECORDED RETURN TO:**

City Clerk  
City of Meridian  
33 E. Broadway Avenue  
Meridian, ID 83642

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**PUBLIC ART EASEMENT AGREEMENT: PROPERTY ADDRESS**

This PUBLIC ART EASEMENT AGREEMENT (“Agreement”) is made on this \_\_\_\_\_ day of \_\_\_\_\_, 2022 (“Effective Date”), by and between the City of Meridian, a municipal corporation organized under the laws of the State of Idaho (“City”), and PROPERTY OWNER, an ORGANIZATION TYPE organized under the laws of the state of Idaho (“Grantor”). (City and Grantor may hereinafter be collectively referred to as “Parties.”)

**WHEREAS**, the Parties desire that public art murals will be incorporated into the Meridian community, and to that end, City will dedicate funds and contract with ARTIST for the design, installation, and/or maintenance of a public art mural at PROPERTY ADDRESS, in Meridian, Ada County parcel no. PARCEL NUMBER (“Property”); specifically, on the DIRECTION-facing exterior wall of the building located thereon;

**WHEREAS**, Grantor owns the Property, and has agreed to make it available to the City for the installation of a mural (“Mural”) by ARTIST (“Artist”), as generally depicted in the *Task Order For Mural Installation* between City and Artist, executed on DATE and attached hereto as *Exhibit A* (“DATE Task Order”);

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

**1. GRANT OF EASEMENT.** Grantor conveys, grants and warrants to the City, its successors and assigns, an easement for the purpose of installing, maintaining, and exhibiting the Mural on and in the Property. Following Final Acceptance of the Mural as defined in the DATE Task Order, the Mural shall be the property of City.

**2. TERM.** This Agreement, and the easement granted hereunder, shall be effective until 11:59 p.m. on September 30, 2031 unless extended by mutual agreement of the Parties.

**3. RECORDATION.** City shall record this Agreement in the land records of Ada County Idaho, and shall submit proof of such recording to Grantor. For recording purposes, the legal description of the Property is: LOT/BLOCK DESCRIPTION PER ASSESSOR.

#### 4. TERMINATION.

- a. **Termination by Grantor.** This Agreement, and the easement granted hereunder, may be terminated by Grantor, at any time, upon thirty (30) days' written notice to City and receipt of the City's written consent to terminate, upon Grantor's showing of any of the following:
- (1) That the property is to be sold and the buyer requires removal of the easement as a condition of the purchase and sale; or
  - (2) That the property is to be refinanced and the lender requires removal of the easement as a condition of the refinancing; or
  - (3) That the property is to be substantially remodeled or altered in a way that precludes continued maintenance of the Mural;
  - (4) That Grantor's circumstances have materially changed and the continued existence of the easement or maintenance of the Mural substantially impedes Grantor's reasonable use and enjoyment of the Property.

City shall not unreasonably withhold consent to termination upon Grantor's satisfactory demonstration of any of the foregoing conditions of termination. Grantor expressly agrees and warrants that if Grantor terminates this Agreement, Grantor shall be responsible for removing the Mural and restoring the Property to its prior condition, at Grantor's sole expense. Such removal and restoration shall occur within thirty (30) days of the termination of the easement, unless this period is extended in writing by the City.

- b. **Termination by City.** This Agreement, and the easement granted hereunder, may be terminated by City, at any time, upon thirty (30) days' written notice to Grantor, if City determines that Grantor has failed to substantially perform Grantor's obligations under this Agreement, or if City determines that the continued existence of the easement or maintenance of the Artwork is no longer desired or if City is unable to maintain the Artwork due to non-appropriation of funds. City expressly agrees and warrants that if City terminates this Agreement, City shall be responsible for removing or painting over the Mural and restoring the Property to its prior condition, at City's sole election and expense. Grantor shall allow City access to Property necessary to complete such removal or restoration. Such removal or restoration, if City so elects, shall occur within thirty (30) days of the termination of the easement, unless this period is extended in writing by Grantor.

- c. **Expiration of Term.** Upon expiration of the term of this Agreement, as set forth herein or as mutually extended by the Parties by written amendment as set forth herein, City expressly agrees and warrants that City shall be responsible for removing or painting over the Mural within thirty (30) days of the expiration of the easement, unless this period is extended in writing by the Grantor.

- o **5. MAINTENANCE AND REPAIR OF MURAL.** During the term of this Agreement, as set forth herein or as mutually extended by the Parties by written amendment as set forth herein, City shall have the sole right and responsibility to determine the need for, and to execute, all necessary maintenance and repair of the Mural and shall not interfere with the normal operations of Property or inhibit the public access to and use of Property's services.

. City may determine, in its sole discretion, that the Mural is damaged beyond feasible repair, and may remove or paint over the Mural, with thirty (30) days' notice to Grantor. Grantor shall notify City if Grantor perceives a need to maintain or repair the Mural.



**6. RIGHT OF ENTRY.** City or City’s contractor shall have the right to enter the Property during normal business hours, and at all other times with advance approval of the Grantor, for any and all of the purposes described in this Agreement. City shall provide Grantor at least forty-eight (48) hours’ prior notice of such entry and receive written approval by Property Owner.

**7. BINDING EFFECT.** The easement granted in this agreement shall run with the land and shall be binding upon, and inure to the benefit, of the Grantor and the City, and their respective representatives successors or assigns, and/or any person or entity acquiring any right, title, or interest in the Property.

**8. CONTRACTUAL RELATIONSHIPS; ASSIGNMENT.** This Agreement does not designate either Party as the agent or representative of the other for any purpose whatsoever. The Parties are not granted any express or implied right or authority to assume or create any obligation or responsibility on behalf of the other or to bind the other in any manner whatsoever. Neither Party shall assign this agreement without the prior written consent of the other.

**9. NOTICE.** Any and all notice required to be provided by the Parties hereto, unless otherwise stated in this Agreement, shall be in writing and shall be deemed communicated upon mailing by United States Mail, addressed as follows:

<u>Grantor:</u>	<u>City:</u>
PROPERTY OWNER NAME	City of Meridian
Attn: CONTACT NAME	Attn: City Clerk
ADDRESS	33 E. Broadway Avenue
Meridian ID ZIP CODE	Meridian ID 83642

Either Party may change its address for the purpose of this section by delivering to the other Party written notification of such change, establishing a new address for noticing purposes, in accordance with the requirements of this section.

**10. NON-APPROPRIATION.** Grantor acknowledges that City is a governmental entity, and the validity of this Agreement is based upon the availability of public funding under the authority of its statutory mandate.

**11. APPLICABLE LAW.** This Agreement shall be governed by and construed in accordance with the statutes and constitution of the State of Idaho, including, without limitation, Article VIII, Section 3, of the Idaho Constitution.

**12. FORCE MAJEURE.** Neither Party will be liable for failure to perform any duty under this Agreement where such failure is due to unforeseeable causes beyond such Party’s control. Such causes may include, but shall not be restricted to, acts of God or nature, fire, flood, epidemic, strike, crime, natural disaster, or any order of any court or state or federal agency.

**13. AMENDMENTS.** No modification or amendment of the provisions of this agreement shall be effective unless in writing and signed by authorized representatives of the parties.

**14. TIME IS OF THE ESSENCE.** The Parties acknowledge and agree that time is strictly of the essence with respect to each and every term, condition, and provision hereof, and that the failure to timely perform any of the obligations hereunder shall constitute a breach and default hereunder by the Party so failing to perform.

**15. BINDING UPON SUCCESSORS.** Except as otherwise specifically provided herein, this Agreement shall be binding upon any and all owners of the Property, any and all subsequent owners thereof, and each and every other person acquiring an interest in the Property. Nothing herein shall, or shall be construed to, in any way prevent the sale or alienation of the Property, or any portion thereof, except that any sale or alienation shall occur subject to the provisions of this Agreement, and any successive owner or owners shall be both benefited and bound by the conditions and restrictions herein expressed.

**16. SEVERABILITY.** If any provision of this Agreement is held invalid by a court of competent jurisdiction, such provision shall be deemed to be excised herefrom and the invalidity thereof shall not affect any other provision or provisions contained herein.

**17. ATTORNEY FEES.** Should any litigation be commenced between the parties hereto concerning this Agreement, the prevailing party shall be entitled, in addition to any other relief as may be granted, to court costs and reasonable attorney fees as determined by such court. This provision shall be deemed to be a separate contract between the Parties and shall survive, *inter alia*, any default, termination, or forfeiture of this Agreement.

**18. FINAL AGREEMENT.** This Agreement sets forth all promises, inducements, agreements, conditions, and understandings between City and Grantor relative to the subject matter hereof, and there are no promises, agreements, conditions, or understandings, either oral or written, express or implied, between City and Grantor, other than as are stated herein. Except as otherwise specifically provided herein, no subsequent alteration, amendment, change, or addition to this Agreement shall be binding upon the Parties unless set forth in writing and duly executed by both Parties or their successors in interest.

**19. NON-WAIVER.** Failure of either Party to promptly enforce the strict performance of any term of this Agreement shall not constitute a waiver or relinquishment of any Party's right to thereafter enforce such term, and any right or remedy hereunder may be asserted at any time after either party becomes entitled to the benefit thereof, notwithstanding delay in enforcement. 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.

**20. COMPLIANCE WITH LAWS.** Throughout the course of this Agreement, the Parties shall comply with all applicable laws, ordinances, and codes of Federal, State, and local governments. This Agreement shall be governed by and construed and enforced in accordance with the laws of the State of Idaho, and the ordinances of the City of Meridian.

**21. ADVICE OF ATTORNEY.** Each party warrants and represents that in executing this Agreement, it has received independent legal advice from its attorney or the opportunity to seek such advice.

**22. APPROVAL REQUIRED.** This Agreement shall not become effective or binding until approved by the City Council of the City of Meridian.

**IN WITNESS WHEREOF,** the parties hereto have executed this Agreement on this \_\_\_\_ day of \_\_\_\_\_, 2022.

**GRANTOR:**

STATE OF IDAHO )  
 ) ss:  
County of \_\_\_\_\_ )

\_\_\_\_\_  
NAME, TITLE  
ORGANIZATION

I HEREBY CERTIFY that on this \_\_\_\_\_ day of \_\_\_\_\_, 2022, before the undersigned, a Notary Public in the State of Idaho, personally appeared **NAME**, proven to me to be the person who executed the said instrument, and acknowledged to me that he executed the same. IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal, the day and year in this certificate first above written.

\_\_\_\_\_  
Notary Public for Idaho  
Residing at \_\_\_\_\_, Idaho  
My Commission Expires: \_\_\_\_\_

**CITY OF MERIDIAN:**

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

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

STATE OF IDAHO )  
 : ss  
County of Ada )

I HEREBY CERTIFY that on this \_\_\_\_\_ day of \_\_\_\_\_, 2022 before the undersigned, personally appeared ROBERT E. SIMISON and CHRIS JOHNSON, known or identified to me to be the Mayor and City Clerk, respectively, of the City of Meridian, who executed the instrument on behalf of the City of Meridian, and acknowledged to me that the City of Meridian executed the same. IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

\_\_\_\_\_  
Notary Public for Idaho  
Residing at \_\_\_\_\_, Idaho  
My Commission Expires: \_\_\_\_\_

***Attached as exhibit:***  
***TASK ORDER WITH ARTIST FOR INSTALLATION OF MURAL***

**EXHIBIT C**  
**ARTIST MASTER AGREEMENT**

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**MASTER AGREEMENT FOR PROFESSIONAL SERVICES:  
MURAL DESIGN, INSTALLATION, AND MAINTENANCE**

This MASTER AGREEMENT FOR PROFESSIONAL SERVICES: MURAL DESIGN, INSTALLATION, AND MAINTENANCE (“Agreement”) is made this \_\_\_\_ day of \_\_\_\_\_, 2022 (“Effective Date”), by and between the City of Meridian, a municipal corporation organized under the laws of the State of Idaho (“City”), and **NAME**, on behalf of **BUSINESS NAME**, a **TYPE OF BUSINESS** organized under the laws of the state of Idaho (“Artist”).

**WHEREAS**, the City desires to foster a vibrant community; establish a sense of history, place, and local identity; attract visitors to downtown Meridian; and beautify public spaces by facilitating the installation of murals on buildings in Meridian, both privately- and publicly-owned;

**WHEREAS**, Artist is qualified through experience and demonstrated ability to work with the City, property owners, and other interested parties to create artwork that addresses the context of its placement, reflects community values, and meets or exceeds stakeholder expectations;

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

- I. PROCESS.** By this Agreement, City and Artist seek to establish the general terms of tasks undertaken by Artist with regard to consultations, design, installation, maintenance, and repair of murals, and any and all other tasks related to such activities. The City may invite Artist to provide such services pursuant to separate project task orders establishing specific terms and conditions, including compensation amount, scope of work, and timelines.
- II. SCOPE OF SERVICES.** Upon execution of this Agreement and any associated project task order, Artist shall comply in all respects and perform and furnish to City, all services and shall meet all standards enumerated in this Agreement and in the project task order. Artist shall provide services and work in accordance with generally accepted industry standards and practices for the profession or professions that are used in performance of this Agreement and/or the project task order. Services and work provided by Artist shall be performed in a timely manner as specified in the project task order and agreed upon by the parties.
- III. TERM.** This Agreement shall become effective on the Effective Date first written above, and shall be effective through September 30, 2031, unless sooner terminated by the method set forth herein.
- IV. COMPENSATION.**
  - A. Total amount.** The total payment to Artist for specific services provided pursuant to this Agreement shall be separately negotiated and enumerated in the respective project task order(s). The amount designated in the project task order shall constitute full compensation

for any and all services, travel, transportation, materials, fabrication, shipping, equipment, contingency, commission, artist fee, and costs of work to be performed or furnished by Artist.

- 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 in the project task order, 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.

**V. CREATION, INTEGRITY, AND OWNERSHIP OF ARTWORK.**

- A. Waiver and relinquishment of rights.** Artist expressly waives any and all right, title, or interest in artwork and other products created pursuant to this Agreement or project task order. Artist understands that this waiver shall include waivers of the exclusive rights of reproduction, adaptation, publication, and display. Artist specifically waives the right to claim any remedy concerning the alteration of any artwork or product created pursuant to this Agreement or project task order. Artist agrees to relinquish any and all rights, title, and interest to artwork or products developed in connection with this Agreement or project task order, and hereby expressly waives any rights Artist has to same, 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. 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. This provision shall survive the termination or expiration of this Agreement.
- B. Photographs of Artwork by Artist.** Artist may photographically reproduce the image of the Artwork and all preliminary studies, sketches, 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, sketches, models and maquettes shall not be identified as or represented to be the finished Artwork.
- C. Photographs of Artwork by City.** City may photographically reproduce the image of the Artwork and all preliminary studies, sketches, models and maquettes thereof that have been delivered to and accepted, 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, sketches, models and maquettes shall not be identified as or represented to be the finished Artwork.
- D. Ownership.** Upon City's final acceptance of artwork or other products created pursuant to this Agreement, such artwork or products shall be owned by City, and City may maintain, repair, or fully or partially remove them, at City's sole election and discretion.

**E. 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. 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, and hereby does, 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 as a result of this Agreement or project task order.

**B. Waiver.** Artist hereby 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 or project task order, 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.** Upon execution of a project task order, Artist shall obtain and shall maintain, at Artist's own expense, through completion of the task order, 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 Artist's employees, agents, and/or workers, 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, to cover any and all persons employed by Artist.
- 3. Insurance of Artwork.** Before commencing fabrication of Artwork and/or components or materials thereof, Artist shall procure and maintain, at Artist's own expense, insurance on same in an all-risk form with limits to be established by the project task order, 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 a project task order, 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 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. 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 or project task order, violated any of the covenants, agreements, and/or stipulations of this Agreement or project task order, falsified any record or document required to be prepared under this Agreement or project task order, engaged in fraud, dishonesty, or any other act of misconduct in the performance of this Agreement or project task order; or if either Party willfully or negligently defaults in, or fails to fulfill, its material obligations under this Agreement or project task order; 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 and the project task order shall be terminated upon mailing of written notice of same by the terminating party.

1. **Default by City.** In the event of termination for non-performance or default by City after City's issuance of notice to proceed on a project task order, City shall compensate Artist for work actually completed by Artist prior to the date of written notice of termination and any 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 after City's issuance of notice to proceed on a project task order, 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 or project task order, and all rights, title, and interest thereto, including those described in section V.A. of this Agreement, shall, at City's option, become City's property, and the right to fabricate and/or install the artwork or other products shall pass to City. 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 or project task order. 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 or project task order by Artist. This provision shall survive the termination of this Agreement or project task order and shall not relieve Artist of liability to City for damages.

- B. Termination without cause.** City may terminate this Agreement or project task order for any reason, at any time, by providing fourteen (14) days' notice to Artist.
- C. 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. Permitting and inspection.** In the provision of all services pursuant to this Agreement or any related project task order, Artist shall obtain any and all necessary permits or approvals from the various departments of the City of Meridian and other government agencies.
- B. 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.
- C. Compliance with law.** Throughout the course of this Agreement, Artist shall comply with any and all applicable federal, state, and local laws.
- D. 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.
- E. Audits and Inspections:** At any time during normal business hours and as often as City may deem necessary, there shall be made available to City for examination all of Artist's records with respect to all matters covered by this Agreement. Artist shall permit City to audit, examine, and copy, and to make audits of all records and data relating to all matters covered by this Agreement.
- F. 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.

**G. 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.

**H. 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.

**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.** Any and all notice required to be provided by either of the Parties hereto, unless otherwise stated in this Agreement, shall be in writing and shall be deemed communicated upon mailing by United States Mail, addressed as follows:

<b>Artist:</b>	<b>City:</b>
BUSINESS NAME	City Clerk
ARTIST NAME	City of Meridian
ADDRESS	33 E. Broadway Ave.
ADDRESS	Meridian ID 83642

Either party may change its address for the purpose of this provision by giving written notice of such change in the manner herein provided.

**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:**

\_\_\_\_\_  
ARTIST NAME, TITLE  
BUSINESS NAME

**CITY OF MERIDIAN:**

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

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

**EXHIBIT D**  
**TASK ORDER WITH ARTIST FOR MURAL DESIGN**

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**TASK ORDER FOR MURAL DESIGN**

This TASK ORDER FOR MURAL DESIGN (“Task Order”) is made this \_\_\_\_\_ day of \_\_\_\_\_, 2022 (“Effective Date”), by and between the City of Meridian, a municipal corporation organized under the laws of the State of Idaho (“City”), and **NAME**, on behalf of **BUSINESS NAME**, a **TYPE OF BUSINESS** organized under the laws of the state of Idaho (“Artist”).

**WHEREAS**, Artist and City have entered into a *Master Agreement for Professional Services: Mural Design, Installation, and Maintenance* (“Master Agreement”), which establishes terms and conditions under which City may invite Artist to provide services including consultations, design, installation, maintenance, and repair of murals, pursuant to separate project task order(s) setting forth specific conditions, compensation amount, and scope of work; and

**WHEREAS**, City and **PROPERTY OWNER NAME** (“Owner”) have entered into a *Public Art Easement Agreement*, by which Agreement Owner agreed to allow City to engage an Artist for the purpose of designing a public art mural for potential installation at **ADDRESS**, in Meridian, Ada County parcel no. **NUMBER** (“Property”); specifically, on the **DIRECTION**-facing exterior wall of the building located at Property;

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

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

**II. COMPENSATION.**

**A. Total amount.** The total payment to Artist for services rendered under this Task Order shall be **AMOUNT IN WORDS** (**\$AMOUNT IN NUMBER**). This amount shall constitute full compensation for any and all services, travel, transportation, materials, fabrication, shipping, equipment, contingency, commission, artist fee, and costs of work to be performed or furnished by Artist under this Task Order.

**B. Method of payment.** Artist shall provide to City invoices for services and deliverables provided pursuant to the payment schedule set forth herein, which City shall pay within

thirty (30) days of receipt. City shall not withhold any federal or state income taxes or Social Security tax from any payment made by City to Artist under the terms and conditions of this Task Order. Payment of all taxes and other assessments on such sums shall be the sole responsibility of Artist.

**C. Payment schedule.** Artist shall be paid pursuant to the following benchmarks:

1. **Initial design:** \$AMOUNT shall be due to Artist for upon Artist's delivery to Stakeholders an initial design of the Mural.
2. **Final Design:** \$AMOUNT shall be due to Artist for delivery of a Final Design, as defined herein and as approved in writing by City.

### **III. TIME OF PERFORMANCE.**

**A. Timeline.** In the provision of services and deliverables under this Task Order, Artist shall meet the following deadlines:

1. **By 5:00 p.m. on DATE:** Artist shall deliver three initial designs of the Mural to City. Stakeholders are tentatively scheduled to review the initial designs and provide feedback on March 16, 2022 at 5:00pm.
2. **By 5:00 p.m. on DATE:** Artist shall deliver to City a provisionally final design which shall include a detailed, to-scale rendering of the Mural design, including a depiction of all architectural features and fixtures to be accommodated (*e.g.*, windows, doors, signs, projections, etc.). Stakeholders are tentatively scheduled to review the final design and give final feedback on May 18, 2022 at 5:00pm.
3. **By 5:00 p.m. on DATE:** Artist shall deliver to City the final design, which shall include: a) a detailed, to-scale rendering of the Mural design incorporating the feedback from Stakeholders and including a depiction of all architectural features and fixtures to be accommodated (*e.g.*, windows, doors, signs, projections, etc.) and b) written approval of the design from the Owner.

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

### **IV. GENERAL PROVISIONS.**

**A. Master Agreement applies.** All provisions of the Master Agreement are incorporated by reference and made a part of hereof as if set forth in their entirety herein.

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

mural designs. Any Stakeholder may change its authorized representative and/or address for the purpose of this paragraph by giving written notice of such change to Artist and to City.

**1. Owner:**

OWNER NAME, OWNER TITLE  
OWNER BUSINESS  
OWNER E-MAIL

**2. City:**

Cassandra Schiffler, Arts and Culture Coordinator  
City of Meridian  
cschiffler@meridiancity.org

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

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

**E. City Council approval required.** The validity of this Task Order shall be expressly conditioned upon City Council action approving same. Execution of this Task Order by the persons referenced below prior to such ratification or approval shall not be construed as proof of validity in the absence of Meridian City Council approval.

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

**ARTIST:**

\_\_\_\_\_  
ARTIST NAME, TITLE  
BUSINESS NAME

**CITY OF MERIDIAN:**

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

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

**EXHIBIT E**  
**TASK ORDER WITH ARTIST FOR MURAL INSTALLATION**

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**TASK ORDER FOR MURAL INSTALLATION**

This TASK ORDER FOR MURAL INSTALLATION (“Task Order”) is made this \_\_\_\_\_ day of \_\_\_\_\_, 2022 (“Effective Date”), by and between the City of Meridian, a municipal corporation organized under the laws of the State of Idaho (“City”), and NAME, on behalf of BUSINESS NAME, a TYPE OF BUSINESS organized under the laws of the state of Idaho (“Artist”).

**WHEREAS**, on DATE, Artist and City entered into a *Master Agreement for Professional Services: Mural Design, Installation, and Maintenance* (“Master Agreement”), which establishes terms and conditions under which City may invite Artist to provide services including consultations, design, installation, maintenance, and repair of murals, pursuant to separate project task order(s) setting forth specific conditions, compensation amount, and scope of work; and

**WHEREAS**, on DATE, City and PROPERTY OWNER NAME (“Owner”) entered into a *Public Art Easement Agreement*, by which Agreement Owner agreed to allow City to engage an Artist for the purpose of designing a public art mural for potential installation at ADDRESS, in Meridian, Ada County parcel no. NUMBER (“Property”); specifically, on the DIRECTION-facing exterior wall of the building located at Property;

**WHEREAS**, Artist has created a mural design that will establish a sense of place and local identity in downtown Meridian, and beautify public spaces, and Owner wishes to invite Artist to install the mural, as designed, on the DIRECTION-facing exterior wall of the building located at Property, pursuant to the *Public Art Easement Agreement* entered into by Owners and City on DATE;

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

**I. SCOPE OF SERVICES.** Artist shall install, on the DIRECTION-facing exterior wall of the building located at Property, a large-scale, painted mural installation as depicted in *Exhibit A* hereto (“Mural”). Artwork design, fabrication, and installation, and Site Restoration shall comply in all respects with the RFP, with this agreement, with any applicable established industry standards, engineering standards, and with all established policies and ordinances of the City of Meridian.

**II. COMPENSATION.**

**A. Total amount.** The total payment to Artist for services rendered under this Agreement shall be AMOUNT IN WORDS (\$AMOUNT IN NUMBER). This amount shall constitute full compensation for any and all services, travel, transportation, materials, fabrication, shipping, equipment, contingency, commission, artist fee, and costs of work to be performed or furnished by Artist under this Task Order.

**B. Method of payment.** Artist shall provide to City invoices for services and deliverables provided pursuant to the payment schedule set forth herein, which City shall pay within thirty (30) days of receipt. City shall not withhold any federal or state income taxes or Social Security tax from any payment made by City to Artist under the terms and conditions of this Task Order. Payment of all taxes and other assessments on such sums shall be the sole responsibility of Artist.

**C. Payment schedule.** Artist shall be paid pursuant to the following benchmarks:

1. **Timeline:** \$AMOUNT shall be due to Artist within thirty (30) days of Artist's delivery of a detailed timeline for installation of the Mural, describing the estimated date of completion of each phase of the installation process.
2. **Final Completion:** \$AMOUNT shall be due to Artist within thirty (30) days of upon Final Completion, which shall be defined as:
  - a. Complete installation of the completed Mural, as confirmed by City and Owner;
  - b. Final inspection and written approval of the installation of the Mural by City and Owner;
  - c. Artist's submission to City of a recommended maintenance plan for the Mural; and
  - d. Execution of a mutually agreed-upon acceptance agreement, to be prepared by the City Attorney's Office, to include affirmation of Artist's indemnification of City and express waiver of Artist's right, title, or interest in the Mural.

### **III. TIME OF PERFORMANCE.**

**A. Timeline.** In the provision of services and deliverables under this Task Order, Artist shall meet the following deadlines:

1. **By 5:00 p.m. by DATE:** Artist shall deliver to City a detailed timeline for installation of the Mural.
2. **By 5:00 p.m. by DATE:** Artist shall deliver to City:
  - b. Completely installed Mural, as defined herein and as approved in writing by City and Owner;
  - c. Written recommended maintenance plan for the Mural; and
  - d. Signed acceptance agreement.

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

### **IV. GENERAL PROVISIONS.**

**A. Master Agreement applies.** All provisions of the Master Agreement are incorporated by reference and made a part of hereof as if set forth in their entirety herein.

**B. Owner's and City's designated representatives.** Stakeholders have vested in the following representatives the authority to provide to Artist input and approval under this Agreement. Any Stakeholder may change its authorized representative and/or address for the purpose of this paragraph by giving written notice of such change to Artist and to City.

**1. Owner:**

OWNER NAME, OWNER TITLE  
OWNER BUSINESS  
OWNER E-MAIL

**2. City:**

Cassandra Schiffler, Arts and Culture Coordinator  
City of Meridian  
cschiffler@meridiancity.org

**C. City Council approval required.** The validity of this Task Order shall be expressly conditioned upon City Council action approving same. Execution of this Task Order by the persons referenced below prior to such ratification or approval shall not be construed as proof of validity in the absence of Meridian City Council approval.

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

**ARTIST:**

\_\_\_\_\_  
ARTIST NAME, TITLE  
BUSINESS NAME

**CITY OF MERIDIAN:**

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

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



**EXHIBIT F**  
**MURAL ACCEPTANCE AGREEMENT**

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**ACCEPTANCE AGREEMENT: NAME OF MURAL, ADDRESS**

This ACCEPTANCE AGREEMENT: NAME OF MURAL, ADDRESS is made this \_\_\_\_ day of \_\_\_\_\_, 2022 (“Effective Date”), by and between the City of Meridian, a municipal corporation organized under the laws of the State of Idaho (“City”), and ARTIST, on behalf of COMPANY, a COMPANY TYPE organized under the laws of the state of Idaho (“Artist”).

**WHEREAS**, on DATE, Artist and City entered into a *Master Agreement for Professional Services: Mural Design, Installation, and Maintenance* (“Master Agreement”), which establishes terms and conditions under which City may invite Artist to provide services including consultations, design, installation, maintenance, and repair of murals, pursuant to separate project task order(s) setting forth specific conditions, compensation amount, and scope of work; and

**WHEREAS**, on DATE, City and NAME (“Owner”) entered into a *Memorandum of Agreement for Design and Installation of Mural*, by which Agreement NAME agreed to enter into a partnership with City to design and install a public art mural on the DIRECTION-facing side of the building at ADDRESS, in Meridian, Ada County parcel no. NUMBER (“Property”); and

**WHEREAS**, on DATE, City and Artist entered into a *Task Order for Mural Design*, and, on DATE, a *Task Order for Mural Installation* (“DATE Task Order”), by which agreements City engaged Artist to 1) work with Owner to design a mural for the DIRECTION-facing side of the building at Property, and 2) install such mural on Property, under City’s access thereto under the *Public Art Easement Agreement* entered into by City and Owners on DATE; and

**WHEREAS**, Owner and City have worked with Artist to design and install a mural entitled NAME OF MURAL on the DIRECTION face of the building at Property (“Artwork”) that exemplifies DESCRIPTION, establishes a sense of place and local identity in PART OF Meridian, and beautifies public spaces;

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

**I. INDEMNIFICATION.**

Artist 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, 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 DATE 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 **DATE** Task Order;
- 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 **DATE** Task Order; and/or
- D. The malfunction or failure of the Artwork, or any portion or component thereof, created and installed under the **DATE** Task Order.

**II. WAIVER.**

Artist hereby waives and releases, on behalf of Artist and 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 **DATE** Task Order. Except as otherwise expressly delineated in the **DATE** Task Order, 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 **DATE** Task Order 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**  
**COMPANY NAME**

**CITY OF MERIDIAN:**

\_\_\_\_\_

Robert E. Simison, Mayor

Attest: \_\_\_\_\_

Chris Johnson, City Clerk