

ACCEPTANCE AGREEMENT: MERIDIAN POOL MURAL

This ACCEPTANCE AGREEMENT: MERIDIAN POOL MURAL is made this ____ day of _____, 2023 (“Effective Date”), by and between the City of Meridian, a municipal corporation organized under the laws of the State of Idaho (“City”), and Solomon Hawk Sahlein, on behalf of Sector Seventeen LLC, a limited liability company organized under the laws of the state of Idaho (“Artist”).

WHEREAS, on January 19, 2021, 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 September 6, 2022, City and the Western Ada Recreation District (“WARD”) entered into a *Memorandum of Agreement Between Western Ada Recreation District and City for Design and Installation of Mural*, by which Agreement City dedicated funds for the purpose of installation of a public art mural at 213 E. Franklin Road, in Meridian, Ada County parcel no. S1118223084 (“Property”), owned by WARD; and

WHEREAS, on September 6, 2022 City and Artist entered into a *Task Order for Mural Design*, and, on December 6, 2022 a *Task Order for Mural Installation* (collectively, “Task Orders”), by which City engaged Artist to design and install a mural on Property, under City’s access thereto under a January 25, 2023 *Public Art Easement Agreement* entered into by City and WARD; and

WHEREAS, Artist worked with WARD and City to design and install a mural on the northeast-facing exterior wall of the building located at Property (“Artwork”), which mural establishes a sense of place and local identity in 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 Master 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 Master Agreement or Task Orders;
- 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 Master Agreement or Task Orders; and/or
- D. The malfunction or failure of the Artwork, or any portion or component thereof, created and installed under the Task Orders.

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 Task Orders. Except as otherwise expressly delineated in the Task Orders, 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 Task Orders and any and all addenda thereto.

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

ARTIST:



Solomon Hawk Sahlein, on behalf of Sector Seventeen LLC

CITY OF MERIDIAN:

Robert E. Simison, Mayor

Attest: _____
Chris Johnson, City Clerk



Providing recreation opportunities through:

The Meridian Community Swimming Pool
Settlers Village Neighborhood Park
Lakeview Golf Course

April 12, 2023

Dear Cassandra and the City of Meridian,

Western Ada Recreation District would like to thank Sector Seventeen for providing the Meridian Community Swimming Pool with a spectacular mural! The design highlights the aquatic opportunities that the Meridian Community Swimming Pool has been providing to children for the past 49 years. The entire area has been refreshed and brightened by the mural installation. The display can be viewed from parts of the Meridian Speedway, baseball fields and Franklin Road. Western Ada Recreation District is proud to display this mural in the City of Meridian for many to appreciate.

The pool will be opening for the 50th year this summer! The mural will be a great semicentennial showcase for new and returning patrons alike. Please accept my sincere appreciation for the work that was done to bring this project together.

Regards,

Shaun Wardle

Shaun Wardle, Board President
Western Ada Recreation District

Sector Seventeen
Meridian Pool mural project

Mural maintenance plan:

This wall has been painted using professional quality exterior latex paint and artist grade aerosols. It has been sealed with an Old Masters exterior water based, satin finish clear coat. This treatment should hold up to the elements for at least 5-10 years before touch ups may be made. If the mural is subject to dirt, grime etc. the whole wall can be sprayed with light pressure annually or bi-annually.

Sector Seventeen
Meridian Pool mural project

Artist bio:

Sector Seventeen is an artist collective based in the Treasure Valley with a focus on creating large-scale, site-specific murals. Collin Pfeifer and Hawk Sahlein have been exploring the aerosol medium for over 15 years. Working in collaboration with public, private, and corporate entities, they have built a robust portfolio in a wide array of styles.

Artist statement:

“A Place to Shine” is a collaboration between Sector Seventeen, West Ada Recreation District, and the Meridian Arts Commission. The imagery and color palette aim to capture the energy of a fun day at the pool. Learning to swim gives you a sense of confidence and autonomy, opening the door to more great experiences with friends and family. The circular overlays are not only a key design element, but also serve to represent various communities all gathering in one place establishing common ground. We’re grateful to have been given this opportunity to display our work and add to the visual landscape of Meridian.