

TASK ORDER FOR MURAL DESIGNS

This TASK ORDER FOR MURAL DESIGN ("Task Order") is made this ____ day of May, 2023 ("Effective Date"), by and between the City of Nampa, a municipal corporation organized under the laws of the State of Idaho ("City"), and Matt Sunderman, also known as Liquid Sol, ("Artist"), an individual whose address is 4401 W Kootenai St. Boise, ID 83705.

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 Leavitt Development LLC ("Owner") have entered into a Memorandum of Agreement for Design and Installation of Mural, 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 1324 1st St S, in Nampa, Canyon County parcel no. 16960001 0 ("Property"); specifically, on the west facing exterior wall of the building located thereon;

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 1324 1st St S, in Nampa, Canyon County parcel no. 16960001 0 ("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 sixteen thousand five hundred dollars (\$16,500). 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. **Final Design & Timeline:** One thousand dollars (\$1,000) shall be due to Artist within thirty (30) days of delivery of a Final Design and detailed Timeline for installation of the Mural, describing the estimated date of completion of each phase of the installation process as defined herein and as approved in writing by the City.
 2. **Beginning Installation:** Seven thousand five hundred dollars (\$7,500) shall be due to Artist within thirty (30) days of Artist beginning installation of the mural.
 3. **Upon Completion:** Eight thousand dollars (\$8,000) shall be due to Artist within thirty (30) days of 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 3:00 p.m. (MST) on May 3, 2023: Artist shall deliver to City a provisionally final design which shall include:
 - a) 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.) and b) written approval of the design from the Owner. Stakeholders are tentatively scheduled to review the final design 4:00 p.m. (MST) on May 8, 2023.
 - 2. By 3:00 p.m. (MST) on May 12, 2023: Artist shall deliver to City a detailed timeline for installation of the Mural.
 - 3. By 5:00 p.m. on July 31, 2023: Artist shall deliver to City a completely installed Mural, as defined herein and as approved in writing by City and 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. In the case of unforeseen circumstances, an extension to any of the timelines as noted in this agreement can be requested in writing and reviewed by the Nampa Art & Historic Preservation Commission for consideration. The grant of any extension of time requested by the Artist may be made by the Commission (or its designated agent) in its sole discretion.

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. **Ownership of Final Design.** Upon City's acceptance of the Final Design, City shall have sole ownership of the Final Design. Following evaluation of the Final Design, City shall not be obligated to return the Final Design to Artist. The City grants to the artist a non-transferable or assignable license to reproduce the Design on its own website and its own marketing materials, but not for any other purpose such as direct production or sale.
- C. **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:

Leavitt Development LLC

irl@leavittengineers.com & jrc@leavittengineers.com

208-463-0333

2. City:

Robyn Sellers, Economic Development Director
City of Nampa
sellersr@citofnampa.us
208-468-5430

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.

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

ARTIST:

 05-12-2023

(Matt Sunderman) also known as Liquid Sol

CITY OF NAMPA:

Attest:

Deborah Kling, Mayor (date)

Char Tim, City Clerk (date)