

CITY OF OKLAHOMA CITY
1% FOR ART-PUBLIC ART COMMISSION AGREEMENT
PROJECT: DIVERSION HUB

THIS AGREEMENT, made and entered into this 27TH day of AUGUST 2024, by and between The City of Oklahoma City, hereinafter “City,” and artist Ebony Iman Dallas dba Nomad Mystique, hereinafter “Artist,” for the design, creation, delivery, and installation of a painting, titled *Rise*, hereinafter the “Work” at the Diversion Hub, hereinafter the “Location”.

Artist was selected pursuant to a competitive process by the City for the design, creation, delivery, and installation of the Work at the location described in Exhibit A, and Artist is willing to provide such services and the Work, as set forth in the Artist’s Concept in Exhibit B, attached hereto and made a part of this Agreement. City desires to contract with Artist for the design, creation, delivery, and installation of the Work on such terms and conditions as hereinafter follow.

NOW, THEREFORE, in consideration of the premises and mutual promises herein contained, City and Artist agree as follows:

SECTION I: ARTIST’S SERVICES

Artist’s Work shall reflect concepts and designs as depicted in the Artist’s Conceptual Design Report and recommended by the Selection Committee and the Oklahoma City Arts Commission, which concepts and designs are set forth in Exhibit B, attached hereto and made a part of this Agreement. Artist may discuss the Work or its requirements with various departments of the City, but the Arts Liaison or his designee, hereinafter called “Arts Liaison,” shall authorize all specific directions or responses to all requests of the Artist. Artist shall be responsible for the design, creation, delivery, and installation of the Work, and for all services and expenses associated

with the design, creation, delivery, and installation, including but not limited to all necessary labor, supplies, materials, equipment, framing, engineering, insurance, subcontracting costs, rental, and delivery costs. Artist shall design, fabricate, deliver, and install the Work to conform to the requirements of all City and State of Oklahoma laws, ordinances, codes, regulations, and requirements which affect completion of the Work. If requested, Artist shall assist in filing any documents required to secure approval of any governmental authorities having jurisdiction.

A. Commencement of Work

1. Work shall commence upon Artist's receipt of the executed Agreement, Purchase Order, and a written Notice to Proceed authorized by the Arts Liaison.
2. The goal of the parties is for Artist to design, fabricate, deliver, and install the Work as illustrated and described in the Artist's Concept in Exhibit B. In addition, Artist shall design, create, deliver, and install an appropriate art identification marker, which shall be developed in accordance with current standards promulgated by the Oklahoma City Arts Commission.
3. The Work represents the creative talents of the Artist and satisfies the specifications of the City. Both parties recognize that they must consult closely to accomplish the Work that is the goal of this Agreement.

B. Completion of Design

1. Artist shall request additional information from City as needed to prepare Drawings and Specifications to the satisfaction of the City, according to recommendations made by the Selection Committee and/or the Arts Commission.

2. Artist or her appointed representative(s) shall coordinate with Arts Liaison and travel to the Location as often as necessary to field verify measurements, siting requirements, and conditions of the Location of the Work.
3. Artist may be required to complete Other Information. Additional drawings may be requested for review and permitting purposes. Any Other Information required shall be requested from Artist in writing. Artist shall then be allowed at least thirty (30) days to provide the requested information.
4. Artist shall avoid the use of materials or finishes known to be hazardous or potentially hazardous, including asbestos or any derivative thereof. Artist shall report to the Arts Liaison any material or finish hazard, and any action taken by Artist to minimize or eliminate hazard.

C. Drawings and Specifications

1. Artist shall complete Drawings and Specifications which shall be submitted to the Arts Liaison for review.
2. Creation may begin once all plans are reviewed.
3. During the term of this Agreement, Artist shall send a monthly Progress Report (Report) by the 5th business day of each month to arts@okc.gov. Reports must provide adequate verifiable detail to ensure that development of the Work is progressing according to the agreed Project Schedule, including but not limited to quotes, invoices received, and invoices paid. During creation, Artist shall include images of the Work

with the monthly Report. Once creation of the Work is completed, Artist shall submit a Final Report to the Arts Liaison certifying that the Work is complete.

D. Delivery and Installation Phase

1. The Work shall not be delivered to the Location until Artist has received written authorization from the Arts Liaison that the specific installation plans submitted by Artist have been approved by the City, which authorization shall not be unreasonably withheld.
2. Artist shall install the Work at the Location in Exhibit A. Artist shall be responsible for all expenses, labor and equipment involved with the installation of the Work.
3. All risk of destruction of, or damage to, the Work or any part thereof from any cause whatsoever shall be the responsibility of Artist until final acceptance of the Work is authorized by the Arts Liaison. It is hereby specifically agreed that the risk of loss or damage shall be borne by City prior to final acceptance of the Work only during such period of time as the partially or wholly completed Work is in the custody, control or supervision of City or its agents. Artist shall provide the Arts Liaison and City with at least a thirty (30) day notice of the proposed date of completion.
4. Arrangements for access to the Location for installation shall be as authorized through the Arts Liaison, and access thereto shall not be scheduled until City has received from Artist a Certificate of Insurance as required in Section X. Upon prior arrangement, access to the Location by Artist may be scheduled for weekends and evenings as well as during normal business hours, as authorized by the Arts Liaison.

5. Artist shall notify the Arts Liaison in writing when the Work is completed, and all services have been completed, to secure final acceptance by City.
6. The anticipated Project Schedule that includes completion is described in Exhibit C, attached to this Agreement.
7. A Preliminary Maintenance Plan is attached as Exhibit D to this Agreement. Artist shall provide a detailed Maintenance Plan for the Work. Since the Final Maintenance Plan is subject to change based on finalized construction methods and/or material selection, it shall be submitted within 30 days following Final Acceptance of the Work.

Section II-CITY'S RESPONSIBILITY

- A. City shall provide all information, including requirements and specifications for the Location of the Work shown on Exhibit A. All specifications shall be provided as authorized through the Arts Liaison.
- B. City shall examine materials and information submitted by the Artist and promptly render decisions pertaining thereto to avoid unreasonable delay in the progress of the Work, unless City must rely on a third-party Conservator or other expert for decisions. A City response to the Artist's written request for decisions related to the Work shall be made in writing as soon as reasonably possible.
- C. City shall provide final acceptance of the Work to be effective as of the earlier to occur of (1) the date of the City's notification of final acceptance; or (2) the 30th day after the Artist has sent written notice to the Arts Liaison as required under Section I.D.5., unless the Arts Liaison, upon receipt of such notice and prior to the expiration of the 30-day period, gives

written notice to the Artist specifying and describing the services which have not been completed.

- D. City shall provide technical assistance and recommendations to Artist, through the Arts Liaison, to secure all required reviews, licenses and similar legal authorizations, and permitting for the Work as may be necessary for the installation and maintenance of the Work at the Location until final acceptance by City.

Section III-COMPENSATION AND PAYMENTS

- A. Following approval of this Agreement by City, payments shall be made to Artist in full consideration of the design, creation, delivery, and installation of the Work as described in the Compensation and Payment Schedule, attached hereto as Exhibit E.
- B. All requests for payment shall be submitted to the Arts Liaison for review and approval and shall be in accordance with City procedures for processing Artist's Requests for Payment, described on Exhibit F attached to this Agreement.

Section IV-TERMINATION OF AGREEMENT

If either party willfully or negligently fails to fulfill in a timely manner any of the stipulations of this Agreement, or otherwise violates such stipulations or commits an event of default hereunder, then the other party shall thereupon have the right to terminate this Agreement by giving written notice to the defaulting party by certified mail, return receipt requested, or sending an email confirmed by a response from the recipient, of its intent to terminate and specifying the grounds for the termination. The defaulting party shall have thirty (30) days after receipt of a Termination Notice to cure the default described in the Termination Notice. If the

default is not cured, then this Agreement shall terminate without further required action of the party giving notice. City may terminate this Agreement at any time, for convenience, when it is in the best interest of the City to do so. Written notice of such action shall be provided in writing to Artist, in this event.

A. Termination by Artist

If this Agreement is terminated by Artist before installation of the Work without fault on the part of the City, Artist shall refund to City all monies paid by City to Artist for the performance of work under this Agreement. Artist may then retain the Work, together with any models, plans or drawings and all materials and supplies purchased for the Work, for Artist's own use without restrictions. Nothing in this section shall prevent City from pursuing a remedy otherwise available to it in law or equity.

B. Termination by City

1. In the event this Agreement is terminated by City without fault on the part of Artist, Artist shall be paid an amount equal to the percentage of the Work done at the time the Agreement is terminated, as determined by the Compensation and Payment Schedule, hereinafter "Schedule" attached to this Agreement as Exhibit E. If payments previously made to Artist exceed the total amount due, Artist shall refund to City all funds in excess of amount due according to the Schedule. Artist shall retain the Work, together with any models, plans, or drawings and all materials and supplies purchased for the Work, for Artist's own use without restrictions. Nothing in this section shall prevent Artist from pursuing a remedy otherwise available to him in law or equity.

2. In the event this Agreement is terminated by City for fault on the part of Artist, or in the event of any breach of the terms of this Agreement by Artist, Artist shall refund to City all monies paid by City to Artist for the performance of work under this Agreement. Artist may then retain the Work, together with any models, plans or drawings and all materials and supplies purchased for the Work, for Artist's own use without restrictions. Nothing in this section shall prevent City from pursuing a remedy otherwise available to it in law or equity.

Section V-GENERAL CONDITIONS

- A. The failure of either party to enforce any of the provisions of this Agreement or to require performance of the other party of any of the provisions hereof shall not be construed to be a waiver of such provisions, nor shall it affect the validity of this Agreement or any part thereof, or the right of either party to thereafter enforce each and every provision.
- B. The terms of this Agreement constitute the entire understanding between the parties hereto and no statement, promise, condition, understanding, inducement, or representation, oral or written, expressed or implied, which is not contained herein shall be binding or valid. This Agreement may only be amended or modified by mutual consent of the parties hereto, in writing signed by both parties.
- C. Neither the performance of this Agreement, nor any part thereof, nor any monies due or to become due thereunder may be assigned by Artist without the prior written consent and approval of City.
- D. Death of the Artist, Ebony Iman Dallas, shall terminate this Agreement, and City shall be entitled to the Work in whatever form it exists at that time, as its sole property.

- E. Nothing contained in the terms of this Agreement shall create or give to third parties any claim or right of action against City.
- F. Artist shall perform no construction operations of any nature on, over, or across premises, except such construction operations as are specifically authorized in Artist's plans or specifications, or as otherwise authorized in writing by Arts Liaison.
- G. Artist shall comply with all applicable laws, statutes, ordinances, regulations, and administrative requirements, including but not limited to safety and engineering regulations and requirements of the City.
- H. Directly upon completion of the installation of the Work, Artist shall remove from Location all equipment and any waste materials not previously disposed of, leaving Location thoroughly clean and ready for City's final inspection.
- I. Installation and worker safety shall be in conformance with Oklahoma laws and regulations.
- J. Artist shall be responsible for all mailing, shipping, transportation, and travel expenses required under this Agreement, and all Federal and State income taxes on the total compensation from this Agreement, as well as any State and City sales tax which may be required.
- K. Artist, and all agents and employees of Artist, shall observe and comply with all prevailing Federal, State and City laws, ordinances, regulations, and requirements which in any way affect conduct or Work under this Agreement.

- L. Artist agrees, in connection with the performance of work under this Agreement that Artist will not unlawfully discriminate, as prohibited in the Non-Discrimination Statement, attached to this Agreement as Exhibit G hereto. Further, any violation of such provisions shall constitute a material breach of this Agreement.
- M. Artist states that Artist has not been a party to any collusion in the Artist's selection, preparation of the Conceptual Design Report, or in connection with the award or approval of this Agreement as fully described on the Non-Collusion Affidavit, Exhibit H attached to this Agreement.
- N. Prior to beginning the Work, Artist shall furnish to the Arts Liaison for approval any names of collaborators, makers, or fabricators to be used on the Work. Any subsequent changes are subject to the approval of the Arts Liaison and shall be in writing.
- O. It is mutually understood and agreed that this Agreement shall be governed by the laws of the State of Oklahoma, both as to interpretation and performance. Any action of law, suit in equity or judicial proceeding for the enforcement of this Agreement or any provision thereof shall be instituted only in the courts of the State of Oklahoma, in Oklahoma City.

Section VI-NOTIFICATION

All notices, requests, demands, and other communications which are required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given upon delivery and receipt, if delivered personally, or sent by email confirmed by a response from the recipient, or sent by registered or certified mail with return receipt requested and postage prepaid, as follows:

If to the Arts Liaison, to: Arts Liaison, Office of Arts & Cultural Affairs
Oklahoma City Planning Department
420 W. Main, 9th Floor
Oklahoma City, OK 73102
arts@okc.gov

If to the City, to: City Clerk
The City of Oklahoma City
200 N. Walker Avenue, 2nd Floor
Oklahoma City, OK 73102
cityclerk@okc.gov

If to the Artist, to: Ebony Iman Dallas-Ewing
1239 S 110th East Avenue
Tulsa, OK 74128
info@nomadmystique.com

Section VII-INDEMNIFICATION

Artist agrees to release, to defend, to indemnify and to hold harmless City and its officers, agents, and employees, from and against all claims, costs and damages, suits, expenses, liability actions or procedures of any kind or nature whatsoever arising out of Artist's activities under this Agreement.

Section VIII-ARTIST'S REPRESENTATIONS AND WARRANTIES

- A. Defects in Material or Workmanship and Inherent Vice. Artist warrants that the Work will be free of defects in workmanship or materials, including inherent vice, and that Artist will at Artist's own expense, promptly remedy any defects that arise within a period of three (3) years from the date the Work is finally accepted by City, except for unforeseen changes in environmental conditions or changes to the Location by City or by third parties affecting the Work site (including but not limited to, damage by car or other vehicle or equipment, intentional vandalism, tornado, windblown objects and hail). Artist further warrants that

the Work will not require maintenance substantially more than that described in the recommendations provided by Artist to City, beginning the date the Work is finally accepted by City. The Preliminary Maintenance Plan is attached hereto as Exhibit D. “Inherent vice” refers to a quality within the material or materials that comprise the Work which, either alone or in combination, results in the tendency of the Work to destroy itself. City agrees that it will exercise reasonable care and diligence to prevent conditions that may damage or otherwise degrade the materials and structure of the work.

- B. Title. Artist warrants that the Work is solely the result of the artistic efforts of Artist and that it will be installed free and clear of any liens, claims or other encumbrances of any type.
- C. Unique. Artist warrants to the best of the Artist’s knowledge that the Work is unique and an edition of one and does not infringe upon any copyright, and that Artist will not execute or authorize another to execute another Work of the identical design as the Work commissioned pursuant to this Agreement. This warranty shall continue in effect for a period consisting of the life of Artist plus 50 years. Artist hereby acknowledges that the aforementioned warranty shall be binding on Artist’s heirs and assigns.

Section IX-EXCUSE OR SUSPENSION OF CONTRACTUAL OBLIGATIONS

The parties shall be excused from performing an obligation under this Agreement if performance of that obligation is prevented by a condition beyond the control of the parties, such as acts of God, war, public emergency or strike or other labor disturbance. An obligation affected by a condition beyond the control of the parties shall be suspended only for the duration of the condition unless otherwise agreed by the parties. Both parties shall take reasonable steps during

the existence of the condition to assure performance of their contractual obligations when the condition no longer exists. The Project Schedule in Exhibit C will be equitably adjusted to reflect delays in the work that are not the fault of the parties.

Section X-INSURANCE TYPE, AMOUNT, AND DURATION

Liability and Property Damage Insurance. Artist assumes all risks incident to or in connection with its purpose to be conducted herein under and shall indemnify, defend and save The City of Oklahoma City harmless from damage or injuries of whatever nature or kind to persons or property arising directly or indirectly out of the Artist's operations and transportation of Artist's or the City's equipment to and from Location regardless of fault and arising from acts or omissions of its employees regardless of fault and shall indemnify, defend, and save harmless The City of Oklahoma City from any penalties for violation of any law, ordinance or regulation affecting or having application to said operation. In this connection, the Contractor shall carry Worker's Compensation in accordance with State Laws, and General Liability Insurance in the following amounts:

Property Damage Liability. Limits shall be carried in the amount of not less than twenty five thousand dollars (\$25,000) to any one person for any number of claims for damage to or destruction of property, including but not limited to consequential damages, arising out of a single accident or occurrence.

All Other Liability. In the amount not less than one hundred seventy-five thousand dollars (\$175,000) for claims including accidental death, personal injury, and all other claims to any one person out of a single accident or occurrence.

Single Occurrence or Accident Liability. In an amount not less than one million dollars (\$1,000,000) for any number of claims arising out of a single occurrence or accident.

Automobile Liability Insurance. The Artist shall maintain insurance coverage as to the ownership, maintenance, and use of all owned, non-owned, leased or hired equipment when said equipment is utilized to meet the requirements of this Agreement.

Transit Insurance. Insurance protecting the Work or components of the Work while being transported or in transit by any means, with aggregate limits of not less than the full replacement value of the Work or combined components of the Work.

The insurance policies shall be issued by a company authorized to do business in the state of Oklahoma and acceptable to The City of Oklahoma City. The City shall be furnished with a Certificate of Insurance evidencing all of the above-referenced requirements and shall state that such insurance shall not be changed or canceled without ten days' prior written notice to The City of Oklahoma City. All policies shall be in the form of an "occurrence" insurance coverage or policy. If any insurance is written in a "claims made" form, the Contractor shall also provide tail coverage that extends a minimum of two years from the expiration of the Contract. All policies must be fully insured with any single deductible not exceeding \$25,000. Certificates of Insurance shall be delivered to The City of Oklahoma City prior to issuance of a Purchase Order. **The City of Oklahoma City shall be listed as the Certificate Holder. The policy description shall state the following: "The City of Oklahoma City and its' Trusts are additional insureds on all policies as required by the contract."**

Unless otherwise approved by the City prior to contract award, self-insured retentions will not be accepted unless accompanied by a bond or irrevocable letter of credit guaranteeing payment

of the losses, related investigations, claim administration, and defense expenses not otherwise covered by the Contractor's self-insured retention.

Section XI-OWNERSHIP

- A. Title: Title to the Work shall remain with Artist until Artist is paid in full pursuant to Section III hereinabove.
- B. Ownership of Documents and Samples. Upon final acceptance of the Work, and upon written request from Artist, the studies, drawings, and models prepared and submitted pursuant to this Agreement shall be returned, at Artist's expense, to Artist and shall belong to Artist.

Section XII-EXPLOITATION OF THE WORK AND REPRODUCTION RIGHTS

- A. Copyright. Subject to Section XIII of this Agreement, Artist shall retain all rights under 17 U.S.C. §101 et seq. (the Copyright Act of 1976), and all other rights in and to the Work, except ownership and possession, except as otherwise provided in this Agreement. City shall have ownership and possession of the Work pursuant to this Agreement, but shall not own the copyright to the Work, which shall be retained by Artist.
- B. Reproductions. City, or parties designated by the City, in exercise of its exclusive ownership and possession, may make, or authorize the making of, photographs and other two-dimensional reproductions of the Work for educational, public relations, arts promotional, and other non-commercial purposes. In the case of such use by City, the Artist shall be entitled to customary and appropriate identification as the creator of the Work as

follows: Ebony Iman Dallas © 2025. Such notice shall also be affixed to the Work in its Location of permanent display and at any Location of public display or exhibition.

- C. City's Credit. Artist agrees that all references made by Artist to the Work shall include the following credit line: "Commissioned under Oklahoma City's 1% for Art Ordinance" or equivalent, and that Artist shall make a good faith effort to ensure that any and all references to the Work by others shall include the same credit.
- D. Documentation.
 - 1. During installation, Artist shall provide the City with one or more publication quality photos of the work in progress, accurate in color and detail and in .jpg format.
 - 2. After completion, and within thirty (30) days following installation of the Work, Artist shall provide the City with one or more publication quality photos of the Work, accurate in color and detail and in .jpg format.
- E. Photography. Upon reasonable notice to City, Artist or Artist's designee shall be permitted to enter upon the premises at a mutually convenient time or times to reproduce by photographic or other means, the Work described herein.
- F. Publicity. The City grants to the Artist the right to use the City's name and project name and description for non-commercial purposes relating to the Work, such as to identify the Work as part of Artist's portfolio, promotional and marketing materials including, but not limited to, on Artist's website, and in third party publications or media.

Section XIII-CARE OF WORK, REPAIR AND RESTORATION AND RIGHT OF RECOVERY

All parties to this Agreement, including Artist, by their signatures affixed to this Agreement, acknowledge and agree that application of certain provisions of the Visual Artists Rights Act (VARA) 17 U.S.C. § 106A et seq., will be waived by Artist. A VARA waiver signed by Artist is attached to this Agreement as Exhibit I hereto.

However, the City promises Artist that:

- A. City shall not intentionally destroy, damage, alter, modify, or change the Work except when the condition, safety or security of the Work cannot be guaranteed as determined by the City.
- B. It is the policy of City to consult with Artist regarding repairs and restoration which are undertaken during Artist's lifetime, when that is practicable. To facilitate consultation, Artist shall notify City of any change in Artist's permanent address, email address or contact telephone number. If Artist is unable or unwilling to perform any necessary repairs or restoration, or if City desires to use someone other than Artist to repair or restore the Work, City shall have such Work performed in accordance with recognized best practices and in accordance with Artist's Drawings and Specifications.
- C. When practical to do so, the City shall notify Artist of any proposed alteration of the Location that would affect the intended character and appearance of the Work, and shall consult with Artist in the planning and execution of any such alteration. City shall make a reasonable effort to maintain the integrity of the Work.

- D. Nothing in this Section XIII shall preclude any right of the City to remove the Work from public display or to permanently relocate the Work to a Location not specified in Exhibit A.

Section XIV-REPUTATION

- A. City's Commitment. City agrees that it will not use the Work or Artist's name in a way which reflects discredit on the Work or on the names or reputation of Artist as an Artist. In the event the Work is in some way represented in a way not intended by Artist, Artist shall have the right to request that the Work no longer be represented as the Work of Artist.
- B. Artist's Commitment. Artist agrees that Artist will not refer to the Work or reproduce the Work, or any portion thereof, in a way which reflects discredit on City or the Work.

Section XV-NO ASSIGNMENT OR TRANSFER

The personal skill, judgment and creativity of Artist are essential elements of this Agreement. Therefore, although the parties recognize that Artist may employ qualified personnel to work under Artist's supervision, Artist shall not assign, transfer, or subcontract the creative and artistic portions of the Work to another party without the prior written consent of City through the Arts Liaison.

XVI-SUCCESSORS AND ASSIGNS

City and Artist each bind themselves, their partners, successors, assigns, and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party, in respect to all covenants of this Agreement to the extent the law allows. Artist shall not assign, sublet, or transfer Artist's interest in this Agreement without

the written consent of the City, through the Arts Liaison. In no event shall Artist attempt to create a contractual relationship between any third party and the City.

IN WITNESS WHEREOF, the parties hereto have approved this Agreement as indicated by the authorized signatures below, as of the dates there set out.

(The remainder of this page intentionally left blank)

APPROVED by The City of Oklahoma City and SIGNED by the Mayor this 27TH day
of AUGUST, 2024.

Amy K. Simpson
City Clerk



David Holt
MAYOR

APPROVED as to form and legality.

Patricia E. Douglas Tally
Assistant Municipal Counselor

ARTIST

Ebony Iman Dallas
Ebony Iman Dallas

Subscribed and sworn to before me this _____ day of _____, 2024.

On this date, Ebony Iman Dallas
appeared before me in person. Signed before me
this 14 day of June, 24.

[Signature]
Notary Public

My commission expires 4-4-28

Notary Public

My Commission Expires: _____

My Commission Number: _____

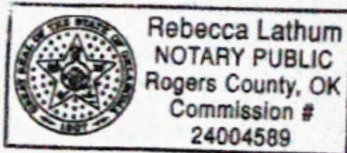


Exhibit A
Location



The image represents the location where the new Diversion Hub facility will be located, between NW 6th Street and Linwood Blvd. The green rectangle indicates the exact location of the new facility.



The image above shows a 3-D rendering of the new Diversion Hub facility.

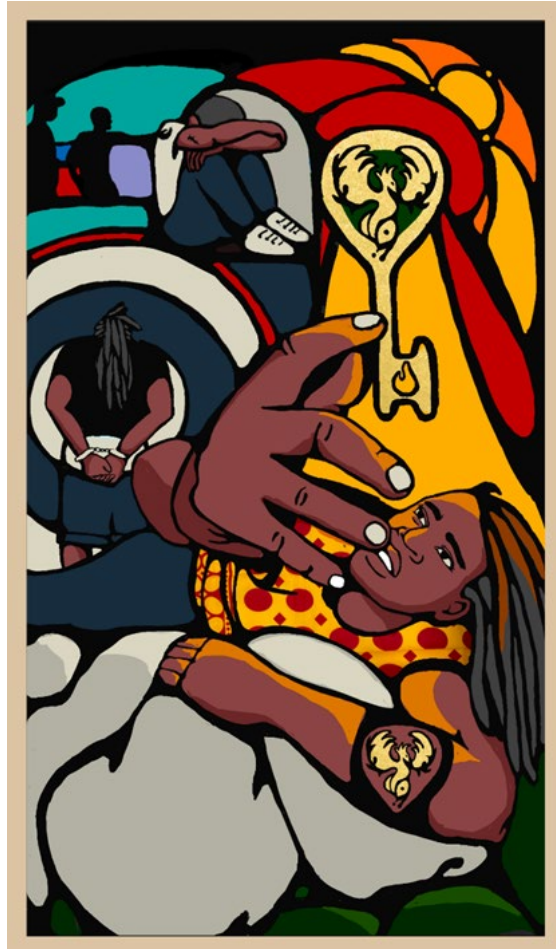


The images above show the main lobby of the Diversion Hub. The red rectangle indicates a location on the west wall of the lobby. The Work may be installed here or at a location on the east wall of the lobby.

Exhibit B

Artist's Concept

Artist's complete Conceptual Design Report included here by reference.



The above image represents the Artist's Work, titled *Rise*. The Work will be a 4ft x 7ft multimedia painting including acrylic, wood stain, textiles, wood, and metal leafing. The Work will be protected underneath UV coated plexiglass.

Exhibit C

Project Schedule

Artist estimates that the time required for producing final design of the Work will take approximately twelve (12) months from receipt of an official Notice to Proceed.

The approximate starting date is September 1, 2024, and estimated completion date is February 1, 2026, based on the timeline of construction for the new Diversion Hub. Alterations to the schedule may be made by mutual agreement of both parties.

Exhibit D

Preliminary Maintenance Plan

As provided by Artist:

UV resistant plexiglass will be used to protect the artwork from sunlight, dust and other environmental elements and spills. Clean using a microfiber cloth with cleaners that have been specifically made for plexiglass like Plexi-Clean or PlexiSafe. DO NOT use ammonia-based cleaners or other all-purpose glass cleaners on plexiglass. Wipe off using warm water and a microfiber cloth. To dust off use a dry microfiber cloth to avoid scratching.

Exhibit E

Compensation and Payment Schedule

	Payment Due	Billing/Payment Amount	Payment rendered to deliver the Following:
Payment No. 1	Upon execution of Agreement, issuance of Purchase Order and Notice to Proceed; receipt of Certificate of Insurance and receipt of invoice from Artist.	Artist will be paid \$5,000 as follows:	<ul style="list-style-type: none">• Artist shall complete renderings and specifications to the satisfaction of the City.• Artist or local representative shall coordinate with staff and consultants regarding the Location of the Work• Artist shall purchase materials and/or Work components• Artist shall initiate creation of the Work• Artist shall submit all reports on time as determined by this Agreement
Payment No. 2	After all Services described in payment No. 1 are successfully completed and after receipt of invoice from Artist.	Artist will be paid \$10,000 as follows:	<ul style="list-style-type: none">• Artist shall continue creation of the Work• Artist shall submit all reports on time as required by this Agreement• Artist shall deliver the Work to Location or a location specified by mutual agreement with Arts Liaison
Payment No. 3	After all Services described in Payment No. 2 and in the right column of this row are successfully completed and after receipt of final invoice from Artist.	Artist will be paid \$5,000 as follows:	<ul style="list-style-type: none">• Artist shall complete installation of the Work at final location• Artist shall install art identification marker• Artist shall provide publication photos of the work to the Arts Liaison or his designee• Artist shall submit all reports on time as required by this Agreement
Total payments			\$20,000

Exhibit F
Requests for Payment

Contracted Artist should submit invoices for payment and processing by email to:
arts@okc.gov.

Invoices must be addressed to:

Planning Department
420 West Main, Suite 900
Oklahoma City OK 73102

The invoice should have an invoice number, and reference the Purchase Order (PO) number that is part of the Work Order that will be issued to Artist when provided a Notice to Proceed. Invoices shall not include any costs related to other projects. The Planning Department shall endeavor to authorize payment for goods or services received in a timely manner.

The City of Oklahoma City hereby notifies the Artist that Artist or any vendor who accepts payment confirms the following:

- The invoice is true and correct.**
- The work, service, or materials as shown by the invoice or claim have been completed or supplied in accordance with the plans, specifications, orders, or requests furnished the Artist.**
- Artist has made no offer of money or anything of value, directly or indirectly, to any elected official, officer, or employee of City.**

Payments will be processed promptly after receipt of properly prepared invoice(s).

Exhibit G
Non-Discrimination Statement

Exhibit H
Non-Collusion Affidavit

Exhibit I
VARA Waiver

General VARA Waiver for Works of Visual Art

To be completed by the Artist, Property Owner, and Purchaser (if different than Property Owner)

I, Ebony Iman Dallas-Ewing, (printed name of Artist) hereby acknowledge the rights of attribution and integrity generally conferred by Section 106A(a) of Title 17 of the U.S. Code, (The Visual Artists Rights Act of 1990, "VARA"), as well as any other rights of the same or similar nature granted by other federal, state, or international laws, that may accrue to me with respect to a certain work of art ("Work" or "artwork"):

Title of Work:
Rise

Description of Work (dimensions, media/materials):
4'w x 7'h Media: Acrylic, wood stain, textiles, wood, and metal leafing

Location/Address:
4040 W. Edison St., Tulsa, OK 74127

Initial the following:

EIE I hereby acknowledge and attest that I am an author of the Work and I am authorized and fully capable of waiving the rights conferred by VARA, in accordance with the waiver provision of 17 U.S.C. § 106A(e)(1).

EIE I hereby acknowledge that the Work will be placed in the Location and will be, therefore, accessible to the public and be subject to environmental and other factors, both known and unknown.

EIE I further acknowledge that the Work may be inadvertently destroyed, in whole or in part, for any reason or no reason, including, but not limited to, abuse, vandalism, neglect, property destruction, pestilence, repairs or renovations to the Location, or any other event, which requires removal of the Work, in whole or in part, from the Location.

Therefore, of my own free act, I hereby waive my VARA rights with respect to the uses specified above and acknowledge that the City of Oklahoma City (City), or anyone duly authorized by the City, may have cause to remove said Work when to do so is determined to be in the best interest of the City. I hereby further acknowledge a requirement for removal of the Work to accomplish the best interests of the City may occur, and the removal requirement on the part of the City may occur without opportunity for prior notice to me.

As such, and of my own free will, I hereby permanently and irrevocably waive any and all VARA rights pursuant to 17 U.S.C. § 106(a)(3) to prevent any removal, impairment, distortion, mutilation, modification, or destruction, in whole or in part, of the Work for any reason or no reason, and for any use of the Work that is undertaken that results in the removal, impairment, distortion, mutilation, modification, or destruction, in whole or in part, of the Work. This waiver does not extend to the rights of attribution conferred by 17 U.S.C. § 106A(a)(1) or § 106A(a)(2).

Signature of Artist:  Date: 6-14-24