

ART DISPLAY AGREEMENT

This Art Display Agreement (“Agreement”) is entered into between the Oklahoma City Airport Trust (“OCAT”), and the City of Oklahoma City (“City”) to provide the terms and conditions for the provision of wall space at the Will Rogers World Airport (“Airport”) for the City to display a certain piece of public art.

1. Term. This agreement shall be effective as of July 25, 2024 (“Effective Date”) and shall be for an initial three (3) year period. OCAT, by and through its General Manager/Director of Airports (“Director”), may extend this Agreement for two (2) additional one (1) year periods (“Option Period”) upon written notice to the City’s Office of Arts and Cultural Affairs (“ARTS”).
2. Artwork. In an effort to enhance airport passengers’ travel experiences and to welcome visitors to the City, Sister Cities International OKC (“SCIOKC”), through a selection process with technical assistance provided by ARTS, SCIOKC has commissioned Artist Team, Scott Henderson and Kyle Van Osdol, (“Artist”) to design and to install Video Screen Digital Art that identifies the City and Oklahoma City’s seven Sister Cities around the world as depicted and described on Exhibit “A” hereto, and titled ***Oklahoma City’s Global Family*** (“Artwork”). Upon completion and installation of the Artwork, it will be owned and maintained by the City. The Director served on the Selection Committee and gave final approval of the selected Artist and the design for the Artwork to be displayed at the Airport.
3. Display Location/Exhibit Space. The parties have agreed that the Artwork will be installed near the food court in the central concourse area of the Airport’s terminal building in the location identified in Exhibit “B” (“Exhibit Space”). Airport will provide barriers or stanchions for use by the Artist to cordon off the Exhibit Space during installation.
4. Branding. Artist may incorporate SCIOKC’s logo/brand, or the Artist’s interpretation or representation thereof, provided the SCIOKC logo/brand is not more than 10% of the total Exhibit Space.
5. Changes to the Artwork. No changes or additions shall be made to the Artwork after final installation has been approved by the Director except by written amendment hereto. Any changes to either add Artwork representing new Sister Cities or remove Artwork representing Sister Cities that have been eliminated should adhere, as much as reasonably possible, to the previously approved design set forth in Exhibit “A”. Any proposed deviations to the Artwork shall be approved in advance by the Director.
6. Funding. SCIOKC shall be responsible for funding the commissioning of the Artwork and any payment owed to the Artist. OCAT has no financial obligation for the design, installation, exhibit, or maintenance of the Artwork, other than providing Exhibit Space to the City for the display of the Artwork. The City shall be solely responsible for any maintenance, deep cleaning, or modification to the Artwork, once installed and while on display.

7. Exhibit Space Access. The Artist will be given escorted access to the Exhibit Space during the hours of 8:00 am and 5:00 p.m., Monday through Friday, for the installation of the Artwork, provided security protocols of the Airport are followed. The City shall be responsible to coordinate the Artist's installation with the Director or his designee to avoid any work during heavily congested travel periods. The Artist will be responsible to cordon off and to secure the Artwork and Exhibit Space during installation with ropes, chains or similar barrier. The cordoned area may cover the entire length of the Exhibit Space, but shall not extend more than five (5) feet from the wall and shall not cause any impediment to the smooth flow of traffic and airport operations in and around the Exhibit Space. The Artist shall be responsible for any work needed to prepare the Exhibit Space and all preparation work must be coordinated with the Director, or designee, prior to beginning the preparation work.
8. Maintenance of Artwork. As provided in Paragraph 6, the City shall be solely responsible for timely providing any maintenance or repair of, and preservation of the Artwork following its installation. OCAT agrees that it will not intentionally damage, alter, modify, or change the Artwork while on display under the terms of this Agreement without the prior written approval of the City. In the event the Director determines the Artwork is in a state of disrepair, ARTS shall be notified in writing of the concern and then shall have thirty (30) days to take corrective action- unless such other time is agreed to by the Director. In the event corrective action is not taken, or a Director-approved approved solution has not been determined within thirty (30) days of such written notice, the Director may terminate this Agreement and/or cause the removal and/or disposal of the Artwork from the Airport without any obligation to the Artist or the City.
9. Title to Artwork. The City will own and hold title to the Artwork. The City has the sole right to either publicly display the Artwork or remove the Artwork from public display. The City has taken steps to ensure that upon the completion of the installation of the Artwork, that neither the Artist nor SCIOKC may have an ownership interest in the Artwork, and any ownership or title to the Artwork has been relinquished to the City and that OCAT may reasonably rely thereupon. The City obtained Artwork through a Donation Agreement between SCIOKC and City. The City and/or SCIOKC obtained from the Artist, and provided to OCAT, a General VARA Waiver for Works of Visual Art, in the form attached hereto as Exhibit "C".
10. Insurance. After installation, the City shall be responsible to ensure the Artwork under its Fine Arts Insurance policy, naming the Oklahoma City Airport Trust as additional insured. The City further understands that OCAT's property insurance does not insure the City or the Artist's contents, property, furniture, fixtures, equipment, materials, displays, Artwork or other property in any building, structure or facilities owned by OCAT, even if a property loss is the result of a loss covered by OCAT's property insurance. The City is encouraged to insure any of its property, contents, furniture, fixtures, improvements, displays, Artwork or equipment located on the Airport.
11. Termination. OCAT reserves to terminate this Agreement for any reason in advance of the

expiration of this Agreement, or any Option Period. Once this Agreement expires under the Term Limits in paragraph 1, ARTS shall be notified in writing and then shall have thirty (30) days to remove the Artwork. After thirty (30) days, the City authorizes the OCAT, at its sole discretion, may remove, dispose of, or paint over the Artwork or dispose of the Artwork as initially presented by Artist, without further obligation, consent or approval of the City, SCIOKC, or the Artist.

12. Artist Attribution. The Artist or the City may provide a professionally produced Art Marker for the display, which may include the name of the Artwork, the Artist's name and birthdate, SCIOKC's information and logo, and a brief description of the art. The Art Marker may include a QR code or website for more information about the Artist or the Artwork. If installed, the Art Marker shall be similar to those used by other named works of art in the Airport.

13. Miscellaneous Provisions

A. Airport Development Reservation

OCAT reserves the right to further develop or improve the aircraft operating area of the Airport as it sees fit and to take any action it considers necessary to protect the aerial approaches of the Airport against obstructions, together with the right to prevent the City from erecting or permitting to be erected, any building or other structure on the Airport which, in the opinion of the Director would limit the usefulness of the Airport or constitute a hazard to aircraft.

B. War or National Emergency

During any time of war or national emergency declared by Congress, OCAT shall have the right to lease the Airport or any part thereof to the United States Government for military or naval use, and if any such lease is executed, the provisions of this instrument insofar as they are inconsistent with the lease to the Government shall be suspended.

C. Subordination

Any other provision of this Agreement notwithstanding, this Agreement shall be subordinate to the provisions of any existing or future Agreement between OCAT and the United States, relative to the operation or maintenance of the Airport, the terms and execution of which have been or may be required as a condition precedent to the expenditure or reimbursement to OCAT of Federal funds for the development of the Airport. To the extent any provision of this Agreement is in conflict with any grant assurance, rule or regulation imposed on OCAT by the United States Government or other regulatory entity, the provision of the grant assurance, rule or regulation shall be incorporated in the Agreement as if written specifically herein and the City shall agree to abide by such grant assurance, rule or regulation as a condition precedent to the use of any facilities of OCAT.

D. Right to Enter

OCAT, through its duly authorized agent, shall have at any and all times the full and unrestricted right to enter the Exhibit Space for the purpose of inspection or

maintenance and for the purpose of doing any and all things which it is obligated and has a right to do under this Agreement.

E. Surrender of the Exhibit Space

At the termination of this Agreement, by expiration or otherwise, the City shall yield and deliver the Exhibit Space in the condition it was in prior to the City's use, normal wear and tear excepted, except when the Exhibit Space is otherwise under lease tenancy.

F. Relocation. During the time of war or national emergency declared by Congress, OCAT may, at its sole discretion, cause the Artwork to be relocated and/or terminate this Agreement if OCAT determines the Exhibit Space is needed in order to maintain Airport operations.

G. Rules and Regulation Compliance. The City shall observe and comply with any and all present and future requirements of the constituted public authorities and with all federal, state, or local statutes, ordinances, regulations and standard rules applicable to the City or OCAT for the intended use of the Premises, including by way of example, but not of limitation, all general rules and regulations promulgated from time to time by the Director in connection with the administration of the Airport, of which Airport has provided 10 days' written notice to City.

H. Noise and Shockwaves. The City hereby agrees to make no claims or file or cause to be filed any legal or equitable actions against OCAT for any kind of damages which result from noise, vibration, or sound shock waves due to aircraft use of the Airport's facilities.

14. General Civil Rights Provisions. In all its activities within the scope of its airport program, the City agrees to comply with pertinent statutes, Executive Orders and rules as identified in the Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, creed, color, national origin (including limited English proficiency), sex (including sexual orientation and gender identity), age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision is in addition to that required of Title VI of the Civil Rights Act of 1964[, and Section 25-41 of Chapter 25 of the Oklahoma City Municipal Code, 2020].

If the City transfers its obligation to another, the transferee is obligated in the same manner as the City. The above provision obligates the City for the period during which the property is owned, used, or possessed by the City and OCAT remains obligated to the Federal Aviation Administration.

15. Civil Rights – Title VI Assurance.

A. Title VI Clauses for Compliance with Nondiscrimination Requirements. During the performance of this Agreement the City, for itself, its assignees, and successors in interest agrees as follows:

i. Compliance with Regulations: The City will comply with the Title VI List

of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time which are herein incorporated by reference and made a part of this Agreement.

- ii. Non-discrimination: The City, with regard to the work performed by it during the Agreement, will not discriminate on the grounds of race, color, national origin (including limited English proficiency), creed, sex (including sexual orientation and gender identity), age, or disability in the selection and retention of subcontracts including procurements of materials and leases of equipment. The City will not participate directly or indirectly in the discrimination prohibited by the [Title VI] Nondiscrimination Acts and Authorities, including employment practices when the Agreement covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
- iii. Solicitations for Subcontracts, including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation made by the City for work to be performed under a subcontract,(including procurements of materials, or leased of equipment), each potential subcontractor or supplier will be notified by the City of the City's obligations under this Agreement and the [Title VI] Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
- iv. Information and Reports: The City will provide all information and reports required by the Acts, the Regulations, and the directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such [Title VI] Nondiscrimination Acts and Authorities and instructions. Where any information required of a City is in the exclusive possession of another who fails or refuses to furnish the information, the City will so certify to the sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
- v. Sanctions for Noncompliance: In the event of City's noncompliance with the nondiscrimination provisions of this Contract, the sponsor will pose such contract sanction [in accordance with any applicable notice and cure provisions provided for in this Agreement] as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
 - a. Withhold payments to the City under the Agreement until the City complies; and/or
 - b. Cancelling, terminating, or suspending the Agreement, in whole or in part.

vi. Incorporation of Provisions: The City will include the provisions of Paragraph 15, subparagraphs i. through vi. in every subcontract, including procurements of materials and leases of equipment, [for any construction, work, service or activity provided on the Airport's premises] unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The City will act with respect to any subcontract or procurement as the sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, if the City becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the City may request the Trust to enter into any litigation to protect the interests of the sponsor. In addition, the City may request the United States to enter into the litigation to protect the interests of the United States.

B. Title VI List of Pertinent Nondiscrimination Acts and Authorities. During the performance of this Agreement, the City, for itself, its assignees, and successors in interest agrees to comply with the following non-discrimination statutes and authorities, including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR Part 21 (Non-discrimination in Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-259), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and Contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990 (42 USC § 12101, *et seq.*), which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems,

places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR Parts 37 and 38;

- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (ensures non-discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 (2005));
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*).

16. Title VI Clauses for the Transfer of or Construction/Use/Access to Real Property Acquired or Improved Under the Airport Improvement Program.

A. Property Acquired or Improved Under Airport Improvement Program. The following clause will be included in deeds, licenses, leases, permits, or similar instruments entered into by OCAT pursuant to the provisions of the Airport Improvement Program grant assurances.

The City for itself, its heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that in the event facilities are constructed, maintained, or otherwise operated on the property described in this Agreement for a purpose for which a Federal Aviation Administration activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the City will maintain and operate such facilities and services in compliance with all requirements imposed by the Nondiscrimination Acts and Regulations listed in the Title VI List of Pertinent Nondiscrimination Acts and Authorities (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

B. Use/Access to Property Under Activity, Facility, or Program.

The following clause will be included in deeds, licenses, permits, or similar instruments entered into by OCAT pursuant to the provisions of the Airport Improvement Program grant assurances.

The City for itself, its heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that: (i) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities; (ii) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination; and (iii) that the City will use the Premises/Site in compliance with all other requirements imposed by or pursuant to the Title VI List of Pertinent Nondiscrimination Acts and Authorities.

17. Indemnification

To the extent permitted by law, the City will hold the Oklahoma City Airport Trust harmless from and against any claims, suits, causes of action, costs and fees arising from or connected with the display of the Artwork on the Airport. This provision shall survive the termination of this Agreement.

18. Notices. Notices to OCAT or the City pursuant to the provisions hereof shall be sufficient if sent by: (a) registered or certified mail, return receipt requested, postage prepaid, and deemed received on the third business day after the date mailed if recipient refused proper delivery; (b) a nationally recognized overnight courier (receipt requested) and deemed received the next business day following the date it was sent if the recipient refused proper delivery; (c) electronic mail and deemed received with a return electronic email from ARTS or OCAT stating they received the notice or (d) hand delivered, addressed to:

For OCAT: Oklahoma City Airport OCAT
Will Rogers World Airport
7100 Terminal Drive, Unit 937
Oklahoma City, Oklahoma 73159-0937
Telephone: (405) 316-3200
Email: wrwabusinessproperties@okc.gov

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

A party may designate a change to the physical address by written notice given to the other Party in accordance with this paragraph 19.

Other communication to the City or to OCAT may be through telephone or sent through the U.S. Postal Service regular delivery, or electronic mail.

19. This Agreement embodies the entire understanding among the parties with respect to the subject matter hereof and supersedes all prior oral and written communications and agreements, and all contemporaneous oral communications and agreements, with respect to the subject matter of this Agreement. This Agreement may not be amended except in writing signed on behalf of each of the parties hereto. If any provision of this Agreement is invalid, such provision shall be considered deleted from this Agreement, but shall not invalidate the remaining provisions.

IN WITNESS WHEREOF, the parties hereto have approved this Art Display Agreement.

APPROVAL RECOMMENDED:

Jeff Mulder
Director of Airports

APPROVED by the Oklahoma City Airport Trust and signed by the Chairman this 25TH day of JULY, 2024.

ATTEST:

Amy K Simpson
Trust Secretary



OKLAHOMA CITY AIRPORT TRUST

Robert J. [Signature]
Chairman

APPROVED by the City Council and signed by the Mayor of the City of Oklahoma City this 30TH day of JULY, 2024.

ATTEST:

Amy K Simpson
City Clerk



THE CITY OF OKLAHOMA CITY

David Holt
Mayor

REVIEWED for form and legality.

Hailey Rawson
Assistant Municipal Counselor/
Attorney for the Trust

EXHIBIT A - ARTWORK



EXHIBIT B – EXHIBIT SPACE

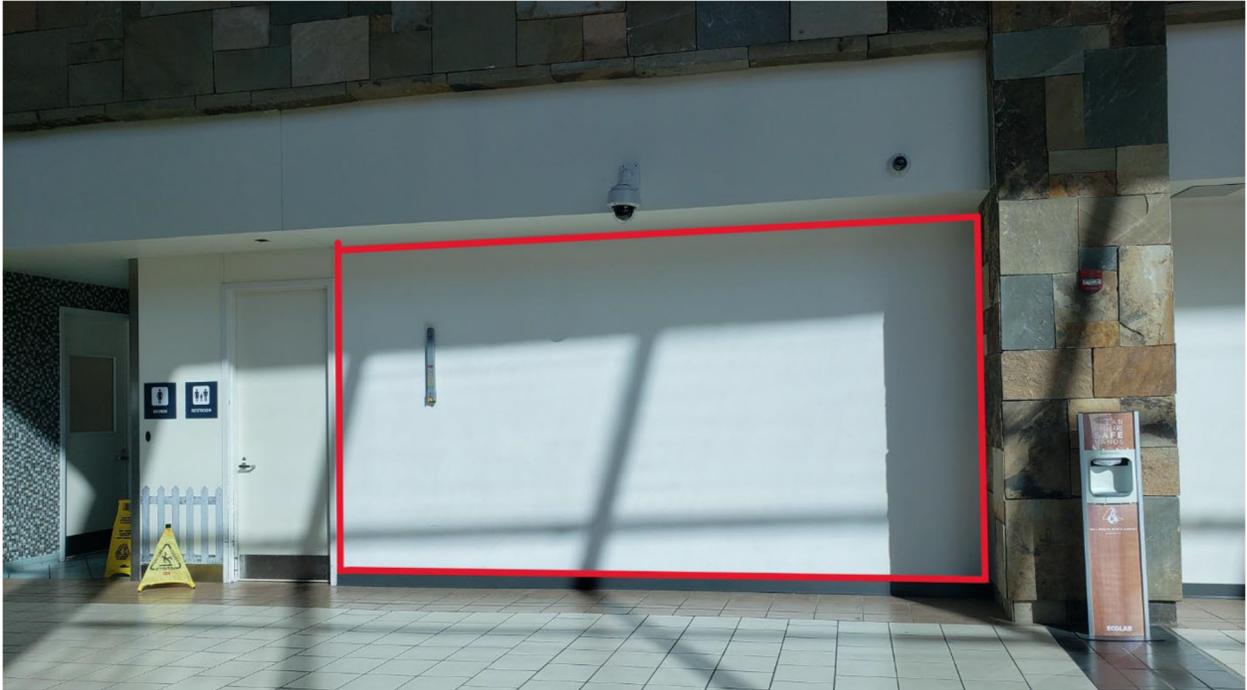


EXHIBIT C – VARA WAIVER FOR WORKS OF VISUAL ART

General VARA Waiver for Works of Visual Art

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

I, Scott Henderson, (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):

Title of Work: "Connections: Oklahoma City's Global Family"

Description of Work (dimensions, media/materials): 16.5' x 8.5' approx multi media Install.

Location/Address: Will Rodgers World Airport OCC, OK

Initial the following:

SH 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).

SH 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.

SH I further acknowledge that the Work may be 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 necessity otherwise occasioned, 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) and the Oklahoma City Airport Trust (Trust), or anyone duly authorized by the City or the Trust, may have cause to remove said Work when to do so is determined to be in the best interest of the City or the Trust. I hereby further acknowledge a requirement for removal of the Work to accomplish the best interests of the City or the Trust may occur, and the removal requirement on the part of the City or the Trust 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 copyright and the rights of attribution conferred by 17 U.S.C. § 106A(a)(1) or § 106A(a)(2).

Signature of Artist:  Date: 2/8/2024

General VARA Waiver for Works of Visual Art

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

I, Kyle Van Osdel, (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):

Title of Work: "Connections: Oklahoma City Global Family"

Description of Work (dimensions, media/materials): 16.5' x 8.5' multimedia Installation

Location/Address: Will Rodgers World Airport OKC, OK

Initial the following:

KV 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).

KV 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.

KV I further acknowledge that the Work may be 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 necessity otherwise occasioned, 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) and the Oklahoma City Airport Trust (Trust), or anyone duly authorized by the City or the Trust, may have cause to remove said Work when to do so is determined to be in the best interest of the City or the Trust. I hereby further acknowledge a requirement for removal of the Work to accomplish the best interests of the City or the Trust may occur, and the removal requirement on the part of the City or the Trust 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 copyright and the rights of attribution conferred by 17 U.S.C. § 106A(a)(1) or § 106A(a)(2).

Signature of Artist: Kyle Van Osdel Date: 2-8-24