

GIFT ACCEPTANCE AGREEMENT

This GIFT ACCEPTANCE AGREEMENT (“Agreement”) is entered into as of the 4TH day of JUNE, 2024 by and between the City of Oklahoma City (“City”) and Sister Cities International Oklahoma City (“SCIOKC”).

WHEREAS, SCIOKC warrants that they have procured a work of mixed media cultural art from an artist team comprised of Scott Henderson and Kyle Van Osdol (“Artists”); and

WHEREAS, Artists were selected pursuant to a competitive process by SCIOKC, with technical assistance provided by the Oklahoma City Office of Arts & Cultural Affairs, hereinafter called (“Arts”), to design, fabricate, and install a work of art at the location described in Exhibit A, hereto (“Location”); and

WHEREAS, SCIOKC, seeks to donate to City the work of art, “*Connections: Oklahoma City’s Global Family*,” (“Work”) by Artists; and

WHEREAS, The City desires to accept this gift, and add this asset to City’s public art collection; and

WHEREAS, on the 20th day of May 2024 (Item No. III. A), the Oklahoma City Arts Commission recommended acceptance of the Work to City’s Public Art Collection, pending approval by City and SCIOKC of this Agreement; and

WHEREAS, on the 20th day of May 2024 (Item No. III.A.), the Oklahoma City Arts Commission recommended the placement of the accepted Work for display in the Will Rogers World Airport (“Airport”). Airport is owned by City and leased to the Oklahoma City Airport Trust (“OCAT”), which oversees management of Airport facilities.

NOW, THEREFORE, in consideration of the mutual terms and provisions set forth herein, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

1. Gift to City. SCIOKC hereby gifts to City, the Work titled ***“Connections: Oklahoma City’s Global Family”***, created by Artist, more fully described on Exhibit B, attached hereto, subject to the terms and conditions of this Agreement.

2. Public Display. The Work shall be placed for public display at Airport, at the site more fully described on Exhibit A, hereof. If, at any time, City or Airport elects to remove the Work from public display, other than temporarily for repair or maintenance, or if City elects to deaccession the Work from the Collection for either surplus sale and/or to destroy the Work, City shall so advise SCIOKC prior to any such sale or destruction. In either such event, SCIOKC may, at its option, to be exercised within thirty (30) days following receipt of such notice, request that City convey, transfer and assign all City’s rights to the Work under the Gift Acceptance Agreement. If SCIOKC requests such conveyance, transfer, and assignment, City shall make such conveyance, transfer, and assignment within thirty (30) days following receipt of notice, and SCIOKC shall remove the Work from the Site within thirty (30) days following receipt of the conveyance, transfer, and assignment from City. If no response is received from SCIOKC within thirty (30) days following receipt of notice from City, City may proceed with its plan to deaccession the work from the collection and either offer the Work for surplus sale and/or destroy the Work.

3. Term. The term of this Agreement shall extend for a period of five (5) years from the date of execution of this Agreement by all parties.

4. Maintenance. SCIOKC shall directly pay any artists/contractors for any necessary maintenance and repair of the Work during the five-year term of the Agreement, up to and including a total amount of \$2,000 (two thousand dollars). “Maintenance and repair” shall include changes to the video content if information about any of the Sister Cities must be altered or removed, or if new information must be added.

5. Insurance. If accepted by City, Work will be insured under the City’s Fine Art Insurance Policy.

6. Indemnification. Artist, SCIOKC, and OCAT shall indemnify and hold harmless City, and its agents, officials, and employees, against all suits or claims of any kind arising out of or from this Agreement.

7. Visual Arts Rights Act. All parties 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 Artists. A VARA waiver signed by Artists is attached to this Agreement as Exhibit “C” hereto.

8. Copyright. Artists 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.

9. Laws. SCIOKC shall comply with all applicable local, state, and federal laws, rules and regulations.

10. Termination for Cause. If SCIOKC fails to fulfill any terms of this Agreement, City may give written notice to SCIOKC to correct such condition or default within thirty (30) calendar days. If SCIOKC does not correct such condition or default within the written notice period, City may then terminate this Agreement immediately, without cost or liability. Provided, however, that if SCIOKC has made substantial progress towards correcting the condition or default within the written notice period, SCIOKC shall have a reasonable time, not to exceed an additional sixty (60) days, to fully correct such condition or default, at the description of City, subject to agreement by OCAT.

11. Representations. SCIOKC warrants that it is an organization capable of conducting business in the State of Oklahoma. SCIOKC further warrants that SCIOKC has the resources and ability to fulfill its obligations under this Agreement, and that its authorized agents, as indicated below, are empowered to bind SCIOKC under the terms of this Agreement.

12. Entire Agreement. This Agreement contains the entire understanding of the parties, and supersedes all prior agreements, arrangements and understandings, whether written or oral, relating to the subject matter hereof, all of which are merged into this Agreement.

13. Notification: Notifications under this agreement shall be sent to:

If to 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

If to SCIOKC:

Sister Cities International Oklahoma City (SCIOKC)

Attn: Paul W. Dudman

President of SCIOKC

P.O. Box 581

Oklahoma City OK 73101

pdudman@fellerssnider.com

14. Headings. The section headings contained in this Agreement are for convenience only, and shall not affect in any way the meaning or interpretation of this Agreement.

(The remainder of this page intentionally left blank.)

APPROVED by the Council of The City of Oklahoma City, a Municipal Corporation, and **SIGNED** by the Mayor of The City of Oklahoma City this 4TH day of JUNE, 2024.

CITY OF OKLAHOMA CITY

ATTEST:

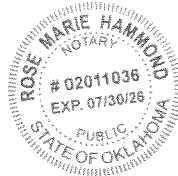
Amy K. Simpson  David Holt
City Clerk Mayor

APPROVED by Sister Cities International Oklahoma City (SCOKC) this 14th day of May, 2024

ATTEST:

Sister Cities International OKC
Paul W. Dudman
By: Paul Dudman
As Its: President

Subscribed and sworn to before me this 14th day of May, 2024.



Rose Marie Hammond
Notary Public

My Commission Expires: 07/30/2026

My Commission Number: 02011036

Approved as to form.

Dustin H. Patten

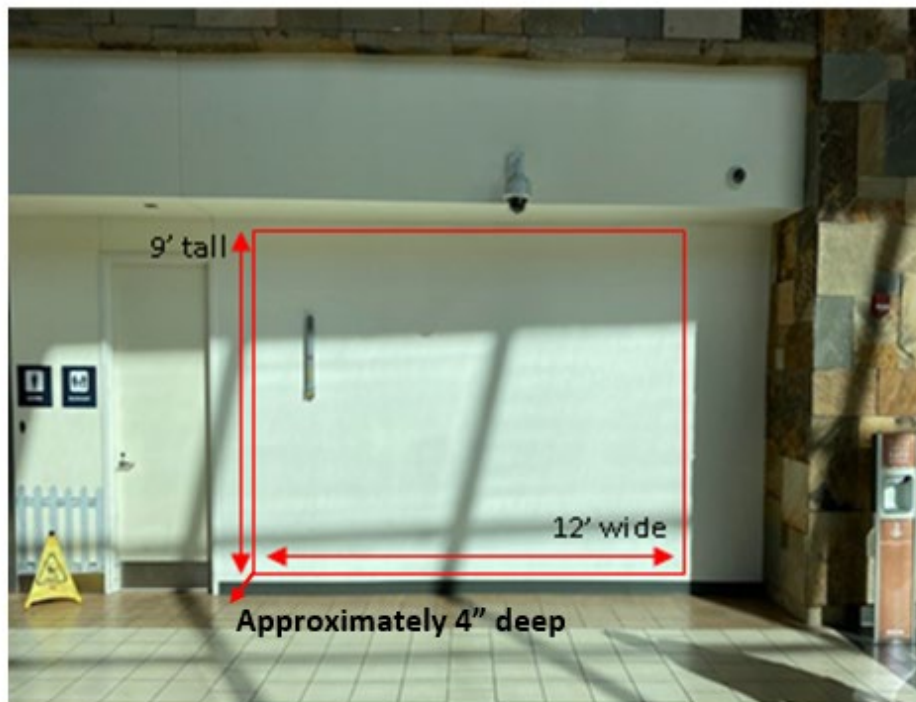
Assistant Municipal Counselor

EXHIBIT A

Location

Work will be located in the Center Concourse area, on the secured side of the terminal, at Will Rogers World Airport.

Site Photograph



Looking toward wall where the 3-D Artistic Map or Video Screen Digital Art will be installed.

EXHIBIT B

Work



EXHIBIT C

Vara Waivers

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 OKC, OK

Initial the following:

Scott 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).

Scott 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.

Scott 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