

City Contract

Version 4.7 released on 1/13/23

This form should be used for all types of contracts including Agreements (excluding Grant Agreements), Contracts, CBAs, MOAs, and MOUs. In addition to requests for New Contracts, Amendments and Renewals, this form should be used for Statutory Change Orders, Quantity Adjustments, Final Payments and Permission to Continue requests.



CITY COUNCIL USE ONLY

Date Received: _____
Committee Date: _____
1st Agenda Date: _____

Tracking #: _____
Committee: _____
Hearing Date: _____
2nd Agenda Date: _____

CITY CLERK USE ONLY

Scanned Date: 03.01.2023
 Posted Item #: 2303_00377

All department items requiring Council approval must be submitted through the Mayor's Office.

Primary Details

Contract Phase

New Contract Renewal Amendment Statutory Change Order Supplemental Documentation Quantity Adjustment Final Payment Permission to Continue IDP Formal Acceptance Terminate/Cancel

Board Approval

Other Board Name

City Council Approval

Contract Number

Department
Gilcrease Museum

Contact Name
Susan Buchanan

Email
Susan-buchanan@utulsa.edu

Phone
918-596-2765

Vendor Name(s)
First Americans Museum

Vendor Number
800645

Description (Subject)
Borrow six pieces to be viewing

This should match the Munis description field but should be different from Contract Type or Subtype

Contract Type
Misc. Agreements

Contract Subtype
Other Misc. Agmts

Bid/Project Number

Contract Amount

Budget

Contract Funding Type

No Payment Involved
 Revenue Contract
 Expense Contract

Funding Source(s)

Affidavit of Claimant should be attached to the contract for Expense Contracts

TOTAL:

Enter the funding source(s) using the appropriate Munis funding format: Org (Allocation Code)-Object-Amount (1001211-531401-\$10.00) or Project String-Amount (144104.AbstTitle5413102.6001-4043122-541102-\$30,000.01)

Approvals

Department:
Legal:
Board: _____
Mayor:
Other: _____

Date: 02/16/2023
Date: 2-22-23
Date: _____
Date: MAR 01 2023

Policy Statement

Background Information

The First Americans Museum wishes to borrow six pieces from the Gilcrease Museum: one peyote box, three peace medals, one bandolier bag, and one game set the Gilcrease Curatorial Council and Board of Trustees approves this request.

Provide background information on the requested action.

Summation of the Requested Action

We Respectfully request Mayoral and Council approval of the attached loan request. Please send two copies of the completed agreements to the Gilcrease Museum, attention Susan buchanan via internal mail. Please contace Susan Buchanan at 918-596-2765 or Susan-buchanan@utulsa.edu when ready un the mailbox for pickup.

Summarize the pertinent details of the requested action

Other Pertinent Details

Provide any additional information that should be considered when considering approval of this contract document

V# 800645

REQUEST FOR ACTION: CONTRACT # 137768

Version: 05/01/2002

AGENDA FOR: MAYOR COUNCIL AUTHORITY: _____ DATE: January 19, 2023
Tulsa City Clerk's Office: 596-7513 or 596-7514

FOR INFORMATION CONTACT:

DEPARTMENT: Gilcrease Museum CONTACT NAME: Susan Buchanan
ADDRESS: 1400 N. Gilcrease Museum Road TELEPHONE: 918-596-2765
CONTRACT TYPE: Other CONTRACT #: _____
CONT. DOC. TYPE: Contract AMOUNT: _____
PROJECT TITLE: Approval of loan request for Gilcrease Museum
CONTRACTOR: First Americans Museum
BID/TAC/PROJECT #: _____ EXTENSION DAYS: _____ COMMODITY CODE: _____
RENEWAL, AMENDMT, CHNG # _____ of x PERCENT: _____ TOTAL PERCENT: _____ COUNCIL DIST: _____

SUMMARY:

The First Americans Museum wishes to borrow six pieces from the Gilcrease Museum: one peyote box, three peace medals, one bandolier bag, and one game set. The Gilcrease Curatorial Council and Board of Trustees approves this request.

BUDGET: FINANCE DIRECTOR APPROVAL:

CHECKLIST FUNDING SOURCE(S):
 No Payments Involved
 Purchase Order
 Contract Encumbrance
 Affidavit Needed?

REQUEST FOR ACTION: All department items requiring Council approval must be submitted through Mayor's Office.

We respectfully request Mayoral and Council approval of the attached loan request. Please send two copies of the completed agreements to the Gilcrease Museum, attention Susan Buchanan via internal mail. Please contact Susan Buchanan at 918-596-2765 or susan-buchanan@tulsa.edu when ready in the mailbox for pickup.

DEPARTMENT HEAD APPROVAL: [Signature] DATE: 2-15-23
CITY ATTORNEY APPROVAL: _____
BOARD APPROVAL: _____
MAYORAL APPROVAL: _____
OTHER: _____

FOR CITY COUNCIL OFFICE USE ONLY: DATE RECEIVED: _____
COMMITTEE: _____ COMMITTEE DATE(S): _____ FIRST AGENDA DATE: _____
HEARING DATE: _____ SECOND AGENDA DATE: _____ APPROVED: _____

For City Clerk's Office Use Only (Agenda Date: MMDDYYYY; Sec #; Dept #, Item #, Sub-Item #, Status: S=Synopsis):

CONTRACT



Contract #

* *

Dept. *Gilcrease~Museum*

CONTRACT

* *

Doc Type:

Amend/ Chg
Order #

Contract Document Type:

Amt:

Contract

* *

Contract Type: **Other**

Project Title: **Approval of loan request for Gilcrease Museum**

Contractor: **First Americans Museum**

Bid/TAC/
Proj:

* *

Ext
Days

* *

Pct

* 0 *

Tot
Pct

* 0 *



GILCREASE MUSEUM

Thomas Gilcrease Institute of American History and Art

OUTGOING LOAN AGREEMENT

**PLEASE SIGN & RETURN ALL COPIES OF THIS AGREEMENT TO THE GILCREASE MUSEUM;
A COUNTERSIGNED COPY WILL BE RETURNED TO YOU**

Please initial and date each page and sign on page 4 as indicated

Lender

Gilcrease Museum
1400 North Gilcrease Museum Road
Tulsa, Oklahoma 74127-2100
Contact: Susan Buchanan, Chief Registrar
T: (918) 596-2765
Email: susan-buchanan@utulsa.edu

Borrower

First Americans Museum
659 American Indian Blvd
Oklahoma City, OK 73129-6100
Contact: Heather Ahtone
T(405) 594-2106
Email: heathera@famok.org

Purpose of Loan: Exhibition: *Okla Homma: Tribal Nations Gallery*

Commencing: October 1, 2023

Terminating: October 1, 2025

Venues: First Americans Museum

Credit line for catalog, label, and publicity: Gilcrease Museum, Tulsa, Oklahoma
84.3131: "Gift of Thomas E. and Mariana Wallrabenstein and Hugh C. and Aletha Silcox"

<i>GM Number</i>	<i>Description</i>	<i>Value in U.S. Dollars</i>
65.17	Thomas Jefferson peace medal, circa 1801	\$60,000
65.43	George Washington peace medal, circa 1798	\$60,000
65.54	King Louis XIV peace medal, 1693-1713	\$60,000
73.250	Painted peyote box, 19 th -20 th century	\$1,000
84.3151	Bandolier bag, circa 1890	\$5,000
84.1088a-i	Game sticks and case	\$1,000

Conditions Governing Outgoing Loans

Conservation

The City of Tulsa, Oklahoma, a municipal corporation, doing business as the Thomas Gilcrease Institute of American History and Art, also known as Gilcrease Museum (hereinafter referred to as "Gilcrease Museum," "GM" or as "Lender") requires that objects be protected from fire, theft, mishandling, dirt, destructive organisms, and extremes of light, temperature and humidity while in the Borrower's custody, subject to the limitations stated within this document.

Any evidence of damage not described in the GM condition report at the time of receipt will be reported immediately to the GM Registrar.

No alteration, restoration, or repair will be undertaken without written authorization by GM. The Lender certifies that the objects lent are in such condition as to withstand ordinary strains of packing and transportation. GM retains the right to determine when, if, and how long objects borrowed will be exhibited.

Borrower Initial gmc Date 1/4/2023

Minimum Loan Requirements

In addition to any special conditions or circumstances specified by Gilcrease Museum on a case-by-case basis, all Borrowers are bound by the following minimum parameters:

- Undersigned Borrowers acknowledge and agree that they are accredited by the American Association of Museums (AAM) at the time the request is submitted, and that accreditation will be maintained for the duration of the loan. Gilcrease Museum should be immediately informed of any lapse in accreditation status that occurs at any time during the loan process or period. (waived due to new facility)
- Borrowers agree to pay the standard loan fee of \$500 per item per venue. (waived)
- Lender shall bear the burden of all loan-related costs, including but not limited to appraisal fee, insurance, conservation assessment/ treatment, photography, transportation, crating, all related courier costs including travel and per diem, and any other fees necessary to accommodate the execution of the loan.

Temperature & Relative Humidity

There must be facilities for control of relative humidity and temperature in galleries, storage, and packing areas where GM objects are located. Relative humidity must be maintained in the range of 45% to 55% and temperature in the range of 67° to 77°F (19° to 25°C). Relative humidity fluctuation exceeding 5% during a 24-hour period is not permitted. There must be a system for monitoring and recording temperature and relative humidity that conforms to accepted museum practices; relative humidity should be monitored and documented using a psychrometer or a recording hygrothermograph, which must be calibrated regularly. GM reserves the right to request periodic environmental level values.

Light Levels

1. Natural, quartz, and florescent light must be filtered for ultraviolet radiation.
2. Works of art on paper must be stored and exhibited only in incandescent light.
3. Exhibition lights in galleries where GM objects are located should be turned off when those galleries are closed to the public.
4. Light levels must be measured with a calibrated footcandle/lux meter and must not exceed the following levels:

<i>Paintings</i>	20 footcandles (215 lux)
<i>Graphics</i>	
Watercolors, pastels, color, or hand-colored prints, drawings, color photographs, black-and-white prints	5 footcandles (53 lux)
<i>Photographs</i>	10 footcandles (107 lux)
Black-and-white photographs	
<i>Objects</i>	
Light-sensitive materials (ivory, textiles, skins)	5 footcandles (53 lux)
Other Materials	20 footcandles (215 lux)

Transportation & Condition Reporting

The cost of packing and transportation will be borne by the Borrower. The method, means and time of transport is subject to review and approval by GM. GM requires shipment with a fine arts carrier, including two drivers and a temperature controlled environment. Crates are mandatory; no soft packing is allowed. Alternate methods of shipment must be agreed upon by both parties. Customs formalities and government regulations will be adhered to for international shipments. GM will assure that said objects are adequately and securely packed, and provide any special instructions for unpacking and repacking. Objects must be returned in the same or similar materials as received unless otherwise authorized by GM.

GM will send Borrowers a written report of condition of objects prior to shipment, or include such report with the shipment itself. Otherwise, it will be assumed that objects are received in the same condition as when leaving the Lender's possession. It is expected that all condition report assessments will be performed by trained museum professionals and include photographic images when applicable. Periodic condition reports will be forwarded to GM on arrival and departure. All return shipments of loaned materials to GM must be accompanied by the original GM completed condition reports noting the condition of loaned items upon installation and deinstallation at all venues.

Couriering

GM reserves the right to require a courier to oversee the transportation, installation and deinstallation of loaned items at any domestic venue and at all international venues. The Borrower will be responsible for paying all costs associated with the performance of courier duties, including but not limited to: air travel to and from venue(s) and/or trucking with loaned materials via a recognized fine art carrier according to terms outlined in transportation condition above, related local transportation at venue city/region (whether traveling with or without loaned materials in tow), hotel accommodations within reasonable distance to venue, and per diem including all meals and incidentals.

Per Diem Requirements: Please note that for all domestic courier travel, GM requires the provided per diem to be of an amount not less than that specified by the U.S. General Services Administration at the time of trip commencement (www.gsa.gov). For international travel, GM requires the provided per diem to be of an amount not less than that

specified by the U.S. Department of State for that country and city/region at the time of trip commencement (www.state.gov). In the event that necessary expenses exceed the allocated per diem amount, the GM will be responsible for reimbursing the excess amount to GM or its courier representative.

Air Travel Requirements: Please note that to minimize the potential for jet lag interfering with the thorough and responsible execution of couriering duties, GM requires business class travel arrangements, regardless of whether traveling with artwork in tow, for all flights lasting more than five hours.

Insurance

Objects will be insured by the Borrower under an "all risk" wall-to-wall fine arts policy and GM will be provided an appropriate Certificate of Insurance. Such Certificate of Insurance must be received and approved by GM before materials to be lent will be permitted to leave the custody of the Lender. Insurance will be procured in the amount specified by GM, which must reflect fair market value at the time of the loan. Said value is not to be considered an appraisal. The amount payable by an insurance policy is the sole recovery by GM in the event of loss or damage.

Photography and Credit

It is hereby understood that any photography, telecast, or reproduction of the object(s) lent for education, catalogue, and publicity purposes can only be done with permission by GM. It is understood that object(s) on exhibition may be photographed by the general public without the use of flash or tripod.

To obtain or request information concerning digital or photographic images, rights or reproductions, please contact the GM Rights and Reproductions Manager at (918) 631-6442, diana-cox@utulsa.edu.

Unless otherwise instructed in writing, the Borrower will give credit to GM in any publication in the following manner: Gilcrease Museum, Tulsa, Oklahoma.

Display Conditions

1. No GM loan may be displayed in close proximity to sources of heat, cold air, or in cases or vitrines where the temperature exceeds 77°F (25°C).
2. No food or beverages may be present in areas where GM loans are located, nor may smoking be permitted in those areas.
3. Two-dimensional objects loaned from GM must hang from walls by "D" rings or mirror hangers only, no wire is permitted.
4. Only non-invasive security devices, such as L-brackets, are permitted. All security devices in direct proximity to loaned materials must be approved by the GM Registrar.

Return of Loans

Unless otherwise agreed in writing, a loan terminates on the date specified on the face of this agreement. The loan agreement may be terminated by either party if reasonable notice is provided in writing. Upon termination of a loan, the Borrower is on notice that a return must be affected. All notices to the Borrower regarding termination of the loan are considered sufficient if sent by Federal Express to the Borrower at the address given in this record. Unless otherwise notified in writing, the Borrower will release loaned object(s) only to GM.

Applicable Law

This agreement shall be construed in accordance with the laws of the State of Oklahoma.

Signatures and Agreement of Terms

THE BORROWER ACKNOWLEDGES HE/SHE IS BOUND BY THE PROVISIONS, CONDITIONS, AND REQUIREMENTS OF THE GILCREASE LOAN AGREEMENT. THE BORROWER ACKNOWLEDGES READING THE CONDITIONS OF THIS LOAN, AGREES TO ABIDE BY SAID CONDITIONS AND CERTIFIES THAT THE SIGNER IS AUTHORIZED TO AGREE THERETO BY SIGNING ALL THREE COPIES OF THIS DOCUMENT AND RETURNING TO THE REGISTRAR.

Signature of acceptance of above conditions and terms as listed on this and all preceding pages of this document:

Executed by:

The Honorable G.T. Bynum
Mayor of the City of Tulsa, Oklahoma

Date

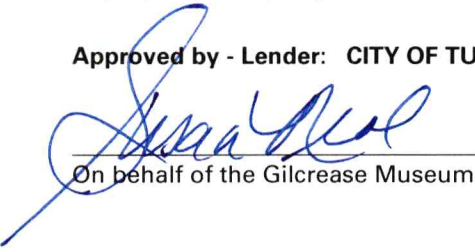
Attested by:

Deputy City Clerk, City of Tulsa

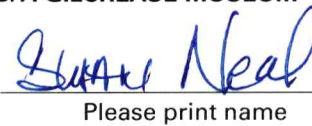
Please print name

Date

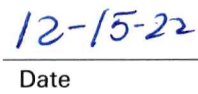
Approved by - Lender: CITY OF TULSA, D/B/A GILCREASE MUSEUM



On behalf of the Gilcrease Museum



Please print name



Date

On behalf of the City of Tulsa City Council

Please print name

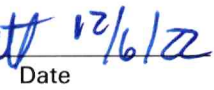
Date



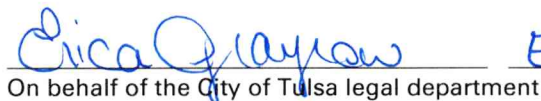
On behalf of the Board of Trustees



Please print name



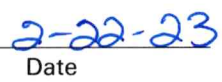
Date



On behalf of the City of Tulsa legal department



Please print name

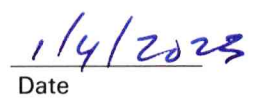


Date

Approved by - Borrowers:



On behalf of the First Americans Museum



Date



(Please print name and title of above representative)