

City Contract

Version 5.1 released on 2/29/24

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: 04.03.2024
☐ Posted Item #: 2404.00809

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

☒ Yes ☐ No

138782

Department

Gilcrease Museum

Contact Name

Alicia Perkins

Email

Alicia-perkins@utulsa.edu

Phone

918-596-2732

Vendor Name(s)

Gilcrease Museum
Management Trust

Vendor Number

5107

Description (Subject)

Loan of Art and anthropology objects to exhibit

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

Site Address

Site Parcel No.

IDP, Real Property, or other property related contract address

Budget

Contract Funding Type

☒ No Payment Involved

☐ Revenue Contract

☐ Expense Contract

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

Funding Source(s)

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.AbstrTitle5413102.6001-4043122-541102-\$30,000.01)

TOTAL:

Approvals

Department: _____

Legal: _____

Board: _____

Mayor: _____

Other: _____

Date: 03/21/2024

Date: 3/28/24

Date: _____

Date: _____

Date: _____

APR 03 2024

Policy Statement

Background Information

The American Federation of Arts wishes to borrow art and anthropology objects for the upcoming exhibition: "Past Forward: Indigenous Art from the Gilcrease Museum". Our Curatorial Council and Board of Trustees have approved this deaccession.

Provide background information on the requested action.

Summation of the Requested Action

We respectfully request Mayoral and Council approval of the attached Outgoing Loan Agreement.

Summarize the pertinent details of the requested action

Other Pertinent Details

Please return two fully executed Outgoing Loan Agreements to my attention at Gilcrease Museum, attention Alicia Perkins, Associate Registrar..

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

Processing Information for City Clerk's Office

Post Execution Processing

- ☐ Mail vendor copy (addt'l signature copies attached)
- ☐ Must be filed with other governmental entity
- ☐ Addt'l governmental entity approval(s) required

Additional Routing and Processing Details



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
800 S. Tucker Drive
Tulsa, Oklahoma 74104
Contact: Alicia Perkins, Registrar
Telephone: (918) 596-2732
Fax: (918) 596-2770
alicia-perkins@utulsa.edu

Borrower

American Federation of Arts
305 East 47th Street, 10th Floor
New York, NY 10017
Contact: Ellis LeBlanc, Registrar
Telephone: (917) 583-3757
Fax:
eleblanc@amfedarts.org

Purpose of Loan: Exhibition, *Past Forward: Indigenous Art from the Gilcrease Museum*

Commencing: January 1, 2024

Terminating: February 19, 2025

Venues: Ackland Art Museum February 16, 2024-April 28, 2024 – Memorial Art Gallery of the University of Rochester June 1, 2024 – August 25, 2024 – The Society of The Four Arts Nov. 23, 2024 – Jan. 19, 2025

Credit line for catalog, label, and publicity: Gilcrease Museum, Tulsa, Oklahoma (see object list for additional credit line information)

<i>GM Number</i>	<i>Description</i>	<i>Value in U.S. Dollars</i>
See attached object list		

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.

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.
- Borrowers 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)
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<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.

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 Borrower 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 that Borrowers provide 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 Intellectual Property and Copyright Manager, Diana Cox, 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 LENDER/BORROWER ACKNOWLEDGES HE/SHE IS BOUND BY THE PROVISIONS, CONDITIONS, AND REQUIREMENTS OF THE GILCREASE LOAN AGREEMENT. THE LENDER/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 BOTH COPIES OF THIS DOCUMENT AND RETURNING ONE COPY 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


Susan Neal, Executive Director


Please print name

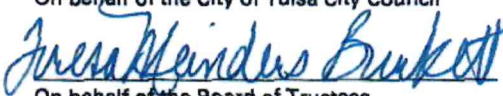
Date

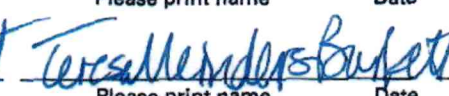
7-12-23

On behalf of the City of Tulsa City Council

Please print name

Date

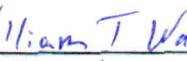

On behalf of the Board of Trustees


Please print name

Date

7-11-23

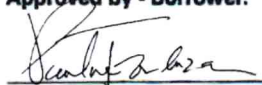

On behalf of the City of Tulsa legal department


Please print name

Date

3-28-24

Approved by - Borrower:


On behalf of

01/18/24

Date

Pauline Forlenza, Director and CEO, American Federation of Arts

(Please type or print name and title of above representative)

Object List		
GM Number	Description	Value
01.1962	<i>Pueblo Green Corn Dance</i> by Fred Kabotie	\$50,000
01.2095	<i>Peyote Healing Ceremony</i> by Woodrow Wilson Crumbo	\$10,000
01.2504a-b	Ribbon Dance by Ruthe Blalock Jones	\$5,000
01.2521	Antelope Head with Pedernal by Georgia O'Keeffe	\$5,000,000
01.2528	For John Ridge by Kay WalkingStick	\$2,000
01.2548	Harvest Celebration of the First Fruits by Joan Hill	\$7,500
01.2603	Half Moon Night and Remembrance by Yatika Starr Fields	\$13,500
01.1925	Portrait of a Chief by Woodrow Wilson Big Bow	\$1,200
01.2013	Indian Gathering by Stephen Mopope	\$6,000
01.2300	Thomas Gilcrease by Charles Banks Wilson	\$25,000
01.2486	Collision of Heavenly Structures by Norman Akers	\$10,000
01.2503	APR'55 by Bobby C. Martin	\$5,000
01.303	Green Corn Dance by Joseph Henry Sharp	\$500,000
01.531	Superstition by Ernest Leonard Blumenschein	\$6,500,000
01.2171	The Bear Dance (Sioux) by George Catlin	\$4,000,000
02.1543	Mah-to-toh-pa, the Four Bears by George Catlin	\$60,000
02.1650	Four Native American Women by Fred Beaver	\$3,500
02.1767	Moon of Growing by Benjamin Harjo, Jr.	\$1,200
02.1942	Medicine Woman by Ruthe Blalock Jones	\$2,000
02.2035	Intermission by Jerome Tiger	\$12,000
02.2046	Stickball Player by Lee Joshua	\$350
02.2054	Unknown by Archie Blackowl	\$1,500
02.2092	Jane Avril, Spindly Legs Flying in All Directions by Rick Bartow	\$5,000
02.2099	The Voice of the Drum Circles the Sun by Joan Hill	\$4,500
02.2100	Cheyenne Buffalo Dance – Modern, 1939 by Paul J. Goodbear	\$500
02.2102	Abstract Rainbird by Pablita Velarde	\$1,500
02.257	Pottery Design by Julian Martinez	\$2,000
02.303	Two Horses by Woodrow Wilson Crumbo	\$1,000
02.305	Sequoyah and Friends by Woodrow Wilson Crumbo	\$5,000
02.317	One Blue Deer (Antelope) by Woodrow Wilson Crumbo	\$1,000
02.32	Ball Player by Jose Vincente Aguilar	\$750
02.350	On Market Day by Quincy Tahoma	\$2,000
02.411	Turkey Hunt by Quincy Tahoma	\$1,500
02.412	One Lazy Summer Day by Quincy Tahoma	\$2,000
02.444	Wa-Shaw-She (Osage) by Acee Blue Eagle	\$1,200
02.466	Peyote Messenger Bird #2 by Woodrow Wilson Crumbo	\$1,200
02.484	Immense Gravity He Walked Slowly About Sowing Grain by Woodrow Wilson Crumbo	\$2,500
02.490	Peyote Design by Woodrow Wilson Crumbo	\$2,500
02.527	Forest Scene by Pop Chalee	\$5,000
02.545	Deer Dance by Tonita Pena	\$2,000
02.548	Mother and Child by Quincy Tahoma	\$3,000
02.560	Green Corn Dance by Velino Shije Herrera	\$2,500
02.585	Deer Hunt by Acee Blue Eagle	\$1,200

02.89	Seated Indian by Jack Hokeah	\$1,200
02.90	Prayer by Jack Hokeah	\$1,200
02.91	Medicine Man by Jack Hokeah	\$1,200
02.94	Making Medicine by Jack Hokeah	\$1,200
02.589	War Record by White Swan	\$5,000
02.121	Peyote Design by Stephen Mopope	\$1,200
02.1673	The Four Moons by Jerome Tiger	\$6,000
02.1674	Preparation for the Ribbon Dance by Solomon McCombs	\$1,500
02.1803	Keeper of the Fire by Benjamin Harjo Jr.	\$5,500
02.1809	After the Pow Wow by Paul Anthony Pahsetopah	\$800
02.1967	Stickball Game by Jerome Tiger	\$6,500
02.1969	Peyote Breakfast II by Ruthe Blalock Jones	\$2,000
02.200	Mother and Papoose by Stephen Mopope	\$1,200
02.250	Otoe Dancer by Monroe Tsatoke	\$1,200
02.422	Womens Buffalo Dance by Acee Blue Eagle	\$1,000
02.449	Seated Man by Monroe Tsatoke	\$1,200
02.506	Peyote Messenger Bird #1 by Woodrow Wilson Crumbo	\$2,500
02.573	Cheyenne War Dance by Paul J. Goodbear	\$2,500
02.196	Bean Dance by Waldo Mootzka	\$1,500
02.410	The Three Scouts by Quincy Tahoma	\$1,500
02.532	Corn Dance by Waldo Mootzka	\$2,500
02.565	Pueblo Craftsmen, Palace of the Governor Santa Fe	\$2,500
02.1742	Interior of the Hut of a Mandan Chief	\$700,000
08.228	Respite by Allan C. Houser	\$4,000
08.19	Counting Coup by Charles Marion Russell	\$600,000
11.56	War Widows by Willard Stone	\$7,500
11.59	Spoils of War by Willard Stone	\$7,500
12.56	Artifice (Ellipse) Log: 18-1 by Courtney M. Leonard	\$1,500
13.345	Abstraction in Limbo by Willard Stone	\$750
13.1200	Medicine Man by Jerome Tiger	\$750
14.1025	Foti's Indian by Rick Bartow	\$7,650
14.196	Osage Dance by May Todd Aaron	\$300
14.291	Moonlight 44/50 by Alexandre Hogue	\$1,500
14.294	Turtle Dance at Sunrise by Gene Kloss	\$5,000
14.833	Earth Mother by Dolona Roberts	\$1,000
14.878	Woman in Window by T.C. Cannon	\$5,000
17.68.1	American Indian Gothic by David P. Bradley	\$1,000
17.68.2	Ledger Drawing by Navarre Scott Momaday	\$1,000
19.82	Four Horses Running Fast by Molly Murphy Adams	\$2,600
45.11	Fort Reno Ledger Book	\$15,000
45.19	Fort Reno Ledger Book	\$15,000
54.20580	Kahwis Bahateno by Chase Earles	\$3,000
54.20581	Caddo Bottle by Jeri Redcorn	\$2,050
54.4287	Black on black shallow ceramic bowl by Maria Martinez	\$2,500
54.4324	Ceramic wedding vase by Teresita Naranjo	\$1,500
54.4341	Ceramic bottle	\$1,000

54.4359	Polychrome ceramic jar	\$6,000
54.4401	Pot with geometric designs	\$500
54.4407	Ceramic seed jar	\$8,000
54.4408	Polychrome ceramic bowl	\$7,000
61.1153	Porphyry bird stone	\$4,000
61.1388	Banded shale butterfly bannerstone	\$5,000
61.7083	Chert Clovis projectile point	\$850
61.7094	Chert Clovis projectile point	\$850
71.516	Split rivercane basket with natural dyes	\$1,000
71.749a-b	Double weave rivercane storage basket by Rowena Bradley	\$2,500
71.776	Woven rivercane basketry mat	\$800
84.1713	Bandolier bag	\$5000
84.1793	Child's hide dress	\$5,000
84.1798	Woman's dress	\$8,500
84.1808	Fringed leather dress	\$7,000
84.519	Beaded leather pipe bag with fringe	\$2,000
84.2960	Women's wearing blanket	\$1,500
84.3409	Cherokee Chief Tacquo's bandolier bag	\$75,000
84.485	Beaded, quilled and fringed leather pipe bag	\$2,000
84.586	Leather possible bag with beaded flap	\$3,000
84.612	Beaded possible bag	\$3,000
84.633	Cradleboard	\$7,500
89.1	Buffalo hide with fur	\$8,000
89.98	Parfleche envelope painted with geometric designs	\$2,500