

# City Contract

Version 5.3 released on 4/9/24

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.



<b>CITY COUNCIL USE ONLY</b>		<b>CITY CLERK USE ONLY</b>	
Date Received: _____	Tracking #: _____	<input type="checkbox"/> Scanned	Date: <u>07.10.2024</u>
Committee Date: _____	Committee: _____	<input type="checkbox"/> Posted	Item #: <u>2407.01731</u>
1 <sup>st</sup> Agenda Date: _____	Hearing Date: _____		
	2 <sup>nd</sup> Agenda Date: _____		

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

### Data Sharing

- Yes
- No

This contract will involve data sharing or data transfers.

### Board Approval

\_\_\_\_\_

### Other Board Name

\_\_\_\_\_

### City Council Approval

- Yes
- No

### Contract Number

138974

### Department

Parks and Recreation

### Contact Name

Rhonda Soules

### Email

rsoules@cityoftulsa.org

### Phone

9186056881

### Vendor Name(s)

Crystal Bridges Museum of American Art

### Vendor Number

800364

### Description (Subject)

Loan of Art 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)

\_\_\_\_\_

### 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: *Rhonda Soules*

Legal: *Walter Walker*

Board: \_\_\_\_\_

Mayor: *[Signature]*

Other: \_\_\_\_\_

Date: 6-17-24

Date: 7-1-24

Date: \_\_\_\_\_

Date: JUL 10 2024

Date: \_\_\_\_\_

RECEIVED  
CITY OF TULSA  
LEGAL DEPARTMENT  
2024 JUN 28 PM12:07

## Policy Statement

### Background Information

Crystal Bridges Museum of American Art in Bentonville, Arkansas wishes to borrow 9 (nine) items for exhibition "Knowing the West". The Curatorial Council and Board of Trustees approved this request.

*Provide background information on the requested action.*

### Summation of the Requested Action

Request Mayoral and Council approval of the attached request to loan 9 (nine) items to Crystal Bridges Museum of America Art for exhibition.

*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*

## Processing Information for City Clerk's Office

### Post Execution Processing

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

### Additional Routing and Processing Details

June 7, 2024

[RFA ATTACHMENT – CRYSTAL BRIDGES MUSEUM  
OF AMERICAN ART]

Items Requested:

1. 0126.2305 Albert Bierstadt, *Sierra Nevada Morning*. Oil on canvas, 1870.



2. 0137.2199 Ernest Martin Hennings, *Pueblo Indians*. Oil on canvas, early 20<sup>th</sup> Century.



3. 0126.1480 James Walker, *Vaqueros in a Horse Corral*. Oil on canvas, 1877.



4. 0137.2196 Walter Ufer, *Hunger*. Oil on canvas, 1919.



5. 0137.2192 Ernest Leonard Blumenschein, *Moon, Morning Star and Evening Star*. Oil on canvas, 1922.



6. 01.1235 Charles Schreyvogel, *Breaking through the Line*. Oil on canvas, early 20<sup>th</sup> Century.



7. 01.1212 Joseph Becker, *Snow Sheds on the Central Pacific Railroad in the Sierra Nevada Mountains*. Oil on canvas, late 19<sup>th</sup> Century.



8. 14.102a Mary Nimmo Moran, *A California Forest*. Etching on paper, 1888.



9. 14.102b Mary Nimmo Moran, *A California Forest*. Etching on paper, 1888.  
(Rotation item for 14.102a to limit light exposure)





# 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@tulsa.edu

**Borrower**

Crystal Bridges Museum of American Art  
600 Museum Way  
Bentonville, AR 72712  
Contact: Leesha Alston, Registrar of Exhibitions  
T: (479) 418-5710  
Email: leesha.alston@crystalbridges.org

**Purpose of Loan:** Exhibition: *Knowing the West* (September 14, 2024 to January 27, 2025)

**Commencing:** August 14, 2024

**Terminating:** February 27, 2025

**Venues:** Crystal Bridges Museum of American Art

**Credit line for catalog, label, and publicity:** Gilcrease Museum, Tulsa, Oklahoma

<i>GM Number</i>	<i>Description</i>	<i>Value in U.S. Dollars</i>
See list of items attached		Total value: \$25,110,000

### 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 QAM Date 5/9/24

## 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)*
- 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 Lender. 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 GM 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](http://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](http://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](mailto: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**

Jennifer S. Bennett      Jennifer Bennett      4-5-24  
On behalf of the Gilcrease Museum      Please print name      Date

\_\_\_\_\_  
On behalf of the City of Tulsa City Council      Please print name      Date

Teresa Meinders Burkett      Teresa Meinders Burkett      4-2-24  
On behalf of the Board of Trustees      Please print name      Date

William T. Walker      William T. Walker      7-1-24  
On behalf of the City of Tulsa legal department      Please print name      Date

**Approved by - Borrowers:**

[Signature]      5/9/24  
On behalf of the Crystal Bridges Museum of American Art      Date

Jennifer DeMartino, Dir. Art Management  
(Please print name and title of above representative)

### Outgoing Loan Agreement (LO2024.3)

#### List of Items

	GM Catalog Number	Artist	Title	Insurance Valuation (USD)
1.	01.1212	Joseph Becker	<i>Snow Sheds on the Central Pacific Railroad in the Sierra Nevada Mountains</i>	\$100,000
2.	01.1235	Charles Schreyvogel	<i>Breaking Through the Line</i>	\$2,000,000
3.	01.1480	James Walker	<i>Vaqueros in a Horse Corral</i>	\$200,000
4.	01.2192	Ernest Leonard Blumenschein	<i>Moon, Morning Star and Evening Star</i>	\$5,000,000
5.	01.2196	Walter Ufer	<i>Hunger</i>	\$800,000
6.	01.2199	Ernest Martin Hennings	<i>Pueblo Indians</i>	\$2,000,000
7.	01.2305	Albert Bierstadt	<i>Sierra Nevada Morning</i>	\$15,000,000
8.	14.102a	Mary Nimmo Moran	<i>A California Forest (after Thomas Moran)</i>	\$5,000
9.	14.102b	Mary Nimmo Moran	<i>A California Forest (after Thomas Moran)</i>	\$5,000
			<b>Total Insurance Valuation</b>	<b>\$25,110,000</b>