

**CITY OF SANTA FE  
AMENDMENT No. 1 TO  
Incoming Loan Agreement  
ITEM #24-0470**

This AMENDMENT No. 1 (the "Amendment") amends the CITY OF SANTA FE INCOMING LOAN AGREEMENT, dated June 25, 2024 (the "Agreement"), between the City of Santa Fe (the "City") and the New Mexico History Museum (the "Museum"). The date of this Amendment shall be the date when it is executed by the City and the Museum whichever occurs last.

**RECITALS:**

A. Under the terms of the Agreement, the City has agreed to a short term/temporary loan of the Don Diego de Vargas statue to the Museum.

B. Pursuant to the Conditions for Incoming Loans on page 2 of the Incoming Loan Agreement, and for good and valuable consideration, the receipt and sufficiency of which are acknowledged by the parties, the City and the Museum agree as follows:

1. LENDOR INSURANCE VALUE

On page 1 of the Agreement in the paragraph "Description of Object(s)/Lender Insurance Valuation" the Lender Insurance value is amended to increase the Limits of Liability so that it reads as follows:

**Lender Insurance value:** \$140,000

2. AGREEMENT IN FULL FORCE.

Except as specifically provided in this Amendment, the Agreement remains and shall remain in full force and effect, in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this Amendment No.1 to the Agreement as of the dates

set forth below.

CITY OF SANTA FE:

MUSEUM:

*Randy Randall*  
Randy Randall (Nov 9, 2024 13:17 MST)

*Billy G. Garrett*  
Billy G. Garrett (Nov 5, 2024 14:27 MST)

RANDY RANDALL  
INTERIM CITY MANAGER

BILLY GARRETT  
EXECUTIVE DIRECTOR

DATE: 11/09/2024

DATE: Nov 5, 2024

ATTEST:

*Andrea Salazar*  
Andrea Salazar (Nov 20, 2024 17:07 MST)  
CITY CLERK *XIV*

CITY ATTORNEY'S OFFICE:

*Patricia Feghali*  
ASSISTANT CITY ATTORNEY



INCOMING LOAN AGREEMENT

Issue Date: July 25, 2024
Lender Name(s): City of Santa Fe
Mailing Address: PO Box 909
Santa Fe, New Mexico 87504

Contact: Attn: John Blair, City Manager
Telephone: 505-955-6848
Fax: 505-955-6683
Email: jwblair@santafenm.gov

Loan Number:

Object Shipping Address:
113 Lincoln Avenue
Santa Fe, NM 87501

Contact: Billy G. Garrett
Telephone: (505) 476-5093
Fax: (505) 476-5104
Email: billy.garrett@dca.nm.gov

Purpose of Loan: A short-term/Temporary loan from the City of Santa Fe of the Don Diego de Vargas statue provided that the loan is less than four years, that the condition of the statue allows for public display, and that the statue is presented in a holistic present-day context. See attached addendum for additional terms.

Loan Requested by: City of Santa Fe, New Mexico

Loan Period: See Addendum, Part 1

The lender hereby agrees to lend to the Museum of New Mexico and the Museum of New Mexico agrees to accept into custody the object(s) listed below, or on the attached pages, for the purpose stated. The lender also confirms by his/her signature below that he/she has read and agrees to all the Conditions for Incoming Loans as stated below.

Lender Signature John Blair Date Jul 29, 2024

Lender Name and Title John Blair City Manager

Lender Signature Date

Lender Name and Title

Billy G. Garrett Date Jul 30, 2024

Approved for the New Mexico History Museum by Billy G. Garrett, Executive Director

Luke Williams Date Jul 30, 2024

Approved for the New Mexico History Museum by Luke Williams, Head of Registration and Collections

Description of Object(s) Lender Insurance Valuation

Life-size, single-figure statue mounted on granite base of "Capitán General Y Gobernador, Don Diego de Vargas Zapata y Luján Ponce de León y Contreras ("De Vargas Statue"). (9'6" height; 41.5" x 42.5" base) Statue was created by artist Donna Quasthoff.

Lender Insurance value: \$20,000

The Lender shall be acknowledged in the Museum's exhibition credits as follows:
(Museum shall abide by the Lender's directions as to the credit/acknowledgement)

Loan courtesy of the City of Santa Fe, NM, public art collection

Please sign and date both copies and return both to the Registrar, New Mexico History Museum, 113 Lincoln Avenue, Santa Fe, New Mexico 87501. Also be sure to indicate insurance valuation and credit line information. A countersigned copy of the agreement will be returned to you for your records.

## **CONDITIONS FOR INCOMING LOANS**

**CARE AND PRESERVATION** The New Mexico History Museum (the "Museum") will provide to borrowed objects the same care as it does to comparable property of its own. No restoration, repair, or alternation will be undertaken without the written authorization of the Lender. The Lender certifies that the object(s) lent are in such condition as to withstand ordinary strains of packing and transportation. The Lender agrees that the object (s) lent may be transported among buildings within the Museum of New Mexico system if necessary (e.g. for mount-making related to exhibition display).

It is understood by the Lender and the Museum that all tangible artifacts are subject to gradual inherent deterioration for which neither party is responsible.

**TRANSPORTATION AND PACKING** See attached **ADDENDUM TO TEMPORARY LOAN AGREEMENT (Item #7)**.

### **INSURANCE**

The Lender will maintain their own insurance. Prior to the shipment of the loan, the Museum will be supplied with a certificate of insurance, waiving subrogation against the Museum and any participating DCA unit. If the Lender shall fail to supply the Museum with such a certificate of insurance, the loan agreement shall constitute a release of the Museum and any of the participating DCA units from any liability in connection with the object(s).

**RETURN OF LOANS** The object(s) shall remain in the possession of the Museum and/or other unit Museums participating in the exhibition for which the object(s) was borrowed for the time specified in the loan agreement, but may be withdrawn from such exhibition at the discretion of the Director or Board of Regents and/or any of the participating unit Museums. The object(s) will be returned only to the Lender at the address stated on the front of the loan agreement unless the Museum is notified in writing to the contrary. It is the responsibility of the Lender or his/her agent to notify the Museum promptly in writing if there is a change of ownership of the loaned object(s) lent or if there is a change in the Lender's address. If ownership of the object(s) has changed during the loan period, the new owner may be required to establish legal right to the object(s) by proof satisfactory to the Museum.

The Lender shall have the right to recall the loan, with sufficient cause, prior to the termination date of the loan period after giving the Museum reasonable written notice of such intent. The Museum's right to return the object(s) shall accrue absolutely at the termination of the loan. If the Museum, after making all reasonable efforts and through no fault of its own, is unable to return the loaned object(s) within sixty days after such termination, the Museum shall have the absolute right to place the object(s) in storage, to charge storage fees and cost of insurance thereafter, and to have and enforce a lien for such fees and cost. If, since the expiration of the loan period, seven years pass with no written notice of termination of the loan from the Lender to the Museum, then the Museum shall begin abandonment proceedings pursuant to the Abandoned Cultural Property Act.

Upon return of the loan the Museum shall issue a receipt to be signed by the Lender as proof of the return of the object(s) to the Lender in good condition. If the signed receipt is not returned within fifteen days of issue, the Museum will consider that the condition of the object(s) as noted and returned is acceptable to the Lender and any subsequent claims shall not be honored.

**PHOTOGRAPHY** Unless the Museum is notified in writing to the contrary, it is understood that the object(s) may be photographed and reproduced for record purposes, publicity purposes connected with the exhibition, research, and educational use.

**GOVERNING LAW** This agreement shall be interpreted and controlled by the laws of the State of New Mexico. This agreement supersedes any and all other verbal agreements.

**LOAN AGREEMENT CONFLICT** In the event of a conflict between this loan agreement and any forms Lender, the terms of this loan agreement shall be controlling.

**CHANGES TO CONDITIONS FOR INCOMING LOANS** Please do NOT make changes to the *Conditions for Incoming Loans*. Any change request should be made on a separate sheet of paper and attached as an "addendum" to the loan agreement. Changes will be approved and signed by an authorized officer of the Museum.

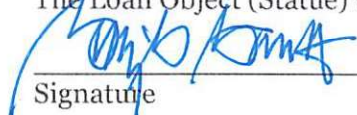
**ADDENDUM TO TEMPORARY LOAN AGREEMENT**

This Addendum ("Addendum") is incorporated into and made a part of the Temporary Loan Agreement (the "Agreement") between the City of Santa Fe ("City") and the New Mexico History Museum ("NMHM" "Museum") **dated July 25, 2024.**

**1. Loan Term:**

Notwithstanding anything to the contrary in the Agreement, the Loan Term shall commence on the date that the statue is delivered to the New Mexico History Museum and shall terminate three (3) years, eleven (11) months, and twenty-seven (27) days following the delivery of the statue to the New Mexico History Museum.

The Loan Object (Statue) was delivered to the Museum (NMHM) on this date: 08.02.24

  
\_\_\_\_\_  
Signature

Billy G. Garrett  
\_\_\_\_\_  
Executive Director, New Mexico History Museum

**2. Loan Removal Notification:**

The City shall provide NMHM with a written plan for the de-installation and removal of the Object from the Museum premises at least three (3) months prior to the expiration of the Loan Term.

**3. Disclaimer of Liability:**

NMHM expressly disclaims any and all liability for loss or damage to the Object during the Loan Term.

**4. Lender's Insurance:**

The Lender will maintain its own insurance on the Object. The Lender shall, prior to shipment of the Object to NMHM, provide NMHM with a certificate of insurance.

**5. Damage or Loss:**

In the event of damage or loss to the Object during the Loan Term, NMHM shall cooperate with the City in good faith to determine the appropriate course of action for mitigation and/or repair of the damage and how to be accomplished.

**6. Conservation Terms:**

No restoration, repair, or alteration of the Object shall be undertaken by NMHM without the prior written authorization of the Lender. However, please see accompanying DCA Conservation



letter outlining basic conservation measures to be undertaken by DCA Conservation team prior to the installation.

#### **7. Installation and Deinstallation:**

- Museum (NMHM) shall bear the costs associated with the **installation** of the Object at the Museum campus.
- The City shall assist Museum (NMHM) in obtaining any necessary permits and permit costs for the **installation** of the Object at the Museum campus.
- In coordination with the Museum (NMHM), the City shall deliver Object to the Museum campus.
- The City shall bear all costs associated with the **deinstallation** of the Loan Object from the Museum campus.

#### **8. Public Access:**

During the term of the loan, Museum (NMHM) shall display the statue in a location accessible to visitors in accordance with standard museum operations and practices. The City may retrieve the statue before the end of the term of the loan should Museum (NMHM) be unable, for any reason, to meet these terms for visitor access.



Conservation Unit, Museum Resources Division  
New Mexico Department of Cultural Affairs

Object: *Diego de Vargas, 2007*  
Artist: Donna Quastoff  
Medium: Cast bronze with stone base and painted bronze plaque  
Owner: City of Santa Fe  
Date of Proposal: June 5, 2024

### **Condition Assessment and Treatment Proposal**

The figurative cast bronze sculpture has been mounted onto a stone base. The base of the statue is in very close conformity with the stone and it is not possible to determine the method of attachment. Anecdotally, the sculpture was attached to the stone base several year prior using epoxy, possibly utilizing threaded bolts on the underside of the sculpture's base adhered into holes drilled in the stone.

Structurally the sculpture appears to be in stable condition. There are several areas across the surface however, where the patina has been worn away. In these areas the darker tone of the patina is disrupted, likely due to a thinning of the patina as well as a slight blanching of previous wax coatings. The condition is especially pronounced on the back of the figure's cape and less so on the front. This could be the result of weathering or interaction when the sculpture was previously on view and accessible to the public. In addition to the patina, there is another area where the surface has been disrupted on the figure's lower left leg. In addition to the disrupted surface in this area, there are also a significant number of lines of abrasion. Most of these are superficial, but several have disrupted the uppermost patinated layer of metal. The wear/disruption in this area also has well defined borders, indicating that it may be related to tape or similar material being applied and pulled off the surface, which removed some of the wax coating and disrupted its continuity.

Given that some of the condition issues related to the patination and surface damage likely relate to its history as a controversial monument previously on public display only a minimal treatment is proposed prior to transporting the sculpture onto the museum grounds:

- Washing the sculpture with water and a neutral anionic detergent to remove dirt and organic debris that has accumulated on the surface.
- Wrapping the sculpture in packing blankets and shrink wrap to protect it during rigging and transportation.



# Temporary Loan Agreement\_CityofSantaFe-Devargas\_7.25.2024-v.2-final CAO

Interim Agreement Report









2024-07-30

Created:	2024-07-29
By:	Amy Cawthon (amcawthon@santafenm.gov)
Status:	Out for Signature
Transaction ID:	CBJCHBCAABAAZaRII5d_1FIQd_emMKe_k6IYd6g_gt9s

## Agreement History

Agreement history is the list of the events that have impacted the status of the agreement prior to the final signature. A final audit report will be generated when the agreement is complete.

## "Temporary Loan Agreement\_CityofSantaFe-Devargas\_7.25.2024-v.2-final CAO" History

-  Document created by Amy Cawthon (amcawthon@santafenm.gov)  
2024-07-29 - 11:04:26 PM GMT- IP address: 63.232.20.2
-  Document emailed to Erin McSherry (ekmcsherry@santafenm.gov) for signature  
2024-07-29 - 11:08:09 PM GMT
-  Email viewed by Erin McSherry (ekmcsherry@santafenm.gov)  
2024-07-29 - 11:17:10 PM GMT- IP address: 104.47.64.254
-  Document e-signed by Erin McSherry (ekmcsherry@santafenm.gov)  
Signature Date: 2024-07-29 - 11:17:34 PM GMT - Time Source: server- IP address: 63.232.20.2
-  Document emailed to JOHN BLAIR (jwblair@santafenm.gov) for signature  
2024-07-29 - 11:17:36 PM GMT
-  Email viewed by JOHN BLAIR (jwblair@santafenm.gov)  
2024-07-29 - 11:24:59 PM GMT- IP address: 104.47.65.254
-  Signer JOHN BLAIR (jwblair@santafenm.gov) entered name at signing as John Blair  
2024-07-29 - 11:25:24 PM GMT- IP address: 63.232.20.2
-  Document e-signed by John Blair (jwblair@santafenm.gov)  
Signature Date: 2024-07-29 - 11:25:26 PM GMT - Time Source: server- IP address: 63.232.20.2



✉ Document emailed to GERALYN CARDENAS (gfcardenas@santafenm.gov) for signature  
2024-07-29 - 11:25:28 PM GMT

📄 Email viewed by GERALYN CARDENAS (gfcardenas@santafenm.gov)  
2024-07-29 - 11:48:44 PM GMT- IP address: 174.231.19.11



Signature:   
XAVIER VIGIL (Jul 30, 2024 08:42 MDT)

Email: [xivigil@santafenm.gov](mailto:xivigil@santafenm.gov)










# Contract\_Amendment\_NM History Museum-Final CAO with Original Docs

Final Audit Report

2024-11-05

Created:	2024-11-05
By:	Amy Cawthon (amcawthon@santafenm.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAvGGtH8Eazed_sE-drsPEcV0NmmlDy5y1

## "Contract\_Amendment\_NM History Museum-Final CAO with Original Docs" History

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-  Document emailed to billy.garrett@dca.nm.gov for signature  
2024-11-05 - 9:25:33 PM GMT
-  Email viewed by billy.garrett@dca.nm.gov  
2024-11-05 - 9:25:56 PM GMT- IP address: 104.47.64.254
-  Signer billy.garrett@dca.nm.gov entered name at signing as Billy G. Garrett  
2024-11-05 - 9:27:09 PM GMT- IP address: 164.64.40.34
-  Document e-signed by Billy G. Garrett (billy.garrett@dca.nm.gov)  
Signature Date: 2024-11-05 - 9:27:11 PM GMT - Time Source: server- IP address: 164.64.40.34
-  Document emailed to Patricia Feghali (pfeghali@ci.santa-fe.nm.us) for signature  
2024-11-05 - 9:27:12 PM GMT
-  Email viewed by Patricia Feghali (pfeghali@ci.santa-fe.nm.us)  
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-  Document e-signed by Patricia Feghali (pfeghali@ci.santa-fe.nm.us)  
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-  Agreement completed.  
2024-11-05 - 9:27:57 PM GMT



**Signature:**

**Email:** [xivigil@santafenm.gov](mailto:xivigil@santafenm.gov)

# Contract\_Amendment\_NM History Museum-Final CAO with Original Docs

Interim Agreement Report







2024-11-20

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## "Contract\_Amendment\_NM History Museum-Final CAO with Original Docs" History

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2024-11-08 - 0:28:48 AM GMT- IP address: 104.28.48.218
-  Email viewed by Randy Randall (rrandall@santafenm.gov)  
2024-11-09 - 8:16:57 PM GMT- IP address: 104.47.64.254
-  Document e-signed by Randy Randall (rrandall@santafenm.gov)  
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-  Document emailed to XAVIER VIGIL (xivigil@santafenm.gov) for signature  
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