



## AGENDA REPORT

**Meeting Date:** December 6, 2016  
**Item Number:** E-11  
**To:** Honorable Mayor & City Council  
**From:** Brad Meyerowitz, Recreation Services Manager  
**Subject:** AUTHORIZE THE CITY MANAGER TO EXECUTE AMENDMENT NO. 1 TO THE AGREEMENT BY AND BETWEEN THE CITY OF BEVERLY HILLS AND PRE-WAR ART, INC. DBA GAGOSIAN GALLERY FOR THE LOAN OF TWO SCULPTURES BY RICHARD SERRA

**Attachments:** 1. Amendment No. 1

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### RECOMMENDATION

The Fine Art Commission recommends that the City Council extend the loan of *Twins* by Richard Serra from the Gagosian Gallery. This amendment extends the temporary loan of the sculptures which are currently installed on the northwest lawn of City Hall.

### INTRODUCTION

Richard Serra is an internationally renowned American born artist who frequently works in large-scale assemblies of sheet metal. The *Twins* were created in 1972 and consist of two rolled Cor-Ten steel plates. The sculptures were installed in September 2015 and have been well received by the public. The original Agreement expired in October; the Amendment extends the term on a recurring basis until the sculpture is sold by the Gallery.

### DISCUSSION

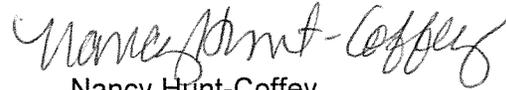
The Gagosian Gallery covered all of the costs related to the loan of the pieces, including transportation, installation and insurance. When the loan is completed, the Gallery will be responsible for returning the turf area to its original condition, with the City not incurring any costs. The original term of the loan was for 12 months. The Gallery has requested an open ended agreement for 3 month intervals. The extensions would be authorized by the Gallery in writing and subject to the written approval of the City

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Manager or his designee. As per the original terms of the Agreement, the Gallery will still be responsible for carrying insurance on the sculptures.

**FISCAL IMPACT**

There would be no cost to the City for the extension of the loan of *Twins* by Richard Serra.



Nancy Hunt-Coffey

Approved By

# **Attachment 1**

AMENDMENT NO. 1 TO THE AGREEMENT BY AND BETWEEN THE CITY OF BEVERLY HILLS AND PRE-WAR ART, INC. DBA GAGOSIAN GALLERY FOR THE LOAN OF TWO SCULPTURES BY RICHARD SERRA

This Amendment No. 1 is to that certain Agreement between the City of Beverly Hills (hereinafter called "City"), and Pre-War Art, Inc. DBA Gagorian Gallery (hereinafter called "Gallery") dated March 13, 2015 and identified as Contract No. 106-15 ("Agreement").

City and Gallery desire to amend the Agreement.

RECITALS

A. Gallery loaned to City one (1) sculpture comprised of two (2) steel parts by artist Richard Serra (the "Art Works").

B. City desires to continue to borrow the Art Works from Gallery and to exhibit the Art Works on the grass of the City Hall North Lawn on the Southeast corner of Santa Monica Boulevard and Crescent Drive.

NOW, THEREFORE, the parties agree as follows:

Section 1. Section 2 of the Agreement entitled "Term" shall be amended to read as follows:

"2. Term.

(a) The original term of the loan of the Art Works shall commence upon execution of this Agreement by Gallery and the City, and end no less than six (6) months and no more than twelve (12) months from the date the Art Works are installed at the Site unless sooner terminated pursuant to this Section 2.

(b) Upon expiration of the original term, the loan of the Art Works may be extended for three months at a time if authorized by the Gallery in writing and subject to the written approval of the City Manager or his designee. Not less than two weeks prior to the expiration of each three month extension period, Gallery may give City written notice that it intends to remove the Art Works pursuant to the terms of the Agreement."

(c) This Agreement may be terminated for breach upon written notice. Notwithstanding, the breaching party shall be provided an opportunity to cure the breach. If the breach is not cured within fifteen days, or the time period for cure has not been

mutually extended, the non-breaching party may terminate the Agreement effective upon delivery of written notice. Upon termination, the Gallery shall remove the Art Works as set forth in this Agreement.”

Section 2. Except as specifically amended by this Amendment No. 1, the remaining provisions of the Agreement shall remain in full force and effect.

EXECUTED the \_\_\_\_\_ day of \_\_\_\_\_ 2016, at Beverly Hills, California.

CITY OF BEVERLY HILLS  
A Municipal Corporation

\_\_\_\_\_  
MAHDI ALUZRI  
City Manager

GALLERY: PRE-WAR ART, INC.  
DBA GAGOSIAN GALLERY

\_\_\_\_\_  
LARRY GAGOSIAN  
President

\_\_\_\_\_  
MELISSA LAZAROV  
Secretary

APPROVED AS TO FORM:

APPROVED AS TO CONTENT

\_\_\_\_\_  
LAURENCE S. WIENER  
City Attorney

\_\_\_\_\_  
NANCY HUNT-COFFEY  
Director of Community Services

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SHARON L'HEUREUX DRESSEL  
Interim Risk Manager