



SECOND AMENDMENT TO PUBLIC ART AGREEMENT

THIS SECOND AMENDMENT TO THE AGREEMENT is made and entered into this 25 day of March 2024, by and between the **CITY OF SMYRNA**, a municipal corporation of the State of Georgia, hereinafter referred to as the “City,” and David Wilson, whose address is 826 Green St. Studio B, Durham, North Carolina, 27701 hereinafter referred to as the “Artist.”

RECITALS

1. The City has allocated funds for a public art project to honor and celebrate the life and contributions of Fanny Williams, known as the Fanny Williams Legacy Project.
2. The Artist has been selected by the City to design, execute, fabricate, deliver, and install a work of art consisting of a 7’ diameter concrete plinth topped with a life-size bronze statue of Fanny Williams. Behind the figure of Fanny Williams is a curved 8’9” tall metal framed backdrop that will contain a perforated image (the “Work”), such Work to be installed at 2875 Atlanta Rd. Smyrna, Georgia, 30080 after consultation with the Committee to Honor Fanny Williams, City Administration, Department of Public Works, Department of Parks and Recreation, and the Department of Community Development personnel.
3. Both parties wish to reasonably promote and maintain the integrity and clarity of the Artist’s ideas and statements as represented by the Work.
4. The Artist was selected via an open call Request for Qualifications and an independent expert panel.
5. The City believes the Artist to be well able to undertake and perform such services for the City of Smyrna and desires to contract with the Artist for the performing of such services.
6. The Artist is ready, willing, and able to render such services as an independent contractor.

AMENDMENT

It is mutually understood and agreed by and between the City and the Artist to amend the previously executed agreement as follows:

3. TERM OF AGREEMENT AND TIME OF PERFORMANCE:

- 3.1 Term. The term of the Agreement shall commence on the date of execution hereof and terminate on completion of the services to be performed by the Artist hereunder, or on **September 30, 2024**, whichever is earlier.

SCANNED

BY: _____ Date: _____

APPROVED

Per the City of Smyrna

Mayor and Council

Official Meeting Minutes

Date: _____

4. PAYMENT:

4.1 Fee. The Artist agrees to accept, and the City agrees to pay, as full and complete compensation for completion of all the items of work contained in this Agreement, a fixed fee of One Hundred Twenty-Five Thousand and 00/100 Dollars (\$125 ,000.00), which shall constitute full compensation for all services and materials whatsoever to be performed and furnished by the Artist under this Agreement. It is agreed that the City has no obligations regarding a commission or any agreements with galleries or agents with whom the Artist may have contracted.

The fee shall be paid in the following installments, subject to receipt by the City of acceptable periodic invoices and supporting documentation from the Artist, each installment to represent full and final payment for all services and materials provided by the Artist prior to the submittal of such periodic invoice for the specific phase of performance:

See attachment for revised timeline and payment schedule.

The Artist shall be responsible for the payment of all mailing or shipping charges on submissions to the City, the cost of all travel by the Artist and the Artist's agents and employees necessary for the proper performance of the services required under this Agreement, and for all other miscellaneous charges hereunder. Nothing contained in this Agreement shall entitle the Artist to retain funds paid by the City hereunder in the event that the Artist fails to fabricate, transport, and install a satisfactory Work in accordance with this Agreement, and nothing contained in this Agreement shall prevent or prohibit the City from seeking damages or reimbursement from the Artist in the event of the Artist's breach or default of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the day and year first above written.

ATTEST:

By: _____
HEATHER PEACON-CORN
City Clerk



CITY OF SMYRNA

By: _____
MAYOR DEREK NORTON

ARTIST

By: _____
DAVID WILSON