

**FIRST AMENDMENT  
to the  
ARTIST'S COMMISSION AGREEMENT FOR TRAFFIC SIGNAL CABINET ART**

This Amendment to the Artist's Commission Agreement between the **CITY OF COLUMBIA** ("City"), and **Roy F. Fox**, ("Artist") is made as of the date of the last signatory noted below.

**RECITALS**

- A. WHEREAS, on August 4, 2020, City and Artist entered into an Artist's Commission Agreement ("Agreement") for the creation and installation of art on a traffic signal cabinet at Eighth and Ash Streets, in Columbia, Missouri; and
- B. WHEREAS, the Parties hereto desire to formally amend the Agreement with this Amendment (hereinafter "Amendment") and desire to be bound by the terms contained in the Agreement as amended or supplemented by those terms contained in this Amendment.

**AMENDMENT**

NOW, THEREFORE, in consideration of the mutual benefit to be derived by the parties, it is agreed to amend the Agreement, as follows:

- 1. Section 1 of the Agreement shall be replaced with the following:

**"1. COMMISSION**

Artist is commissioned to render in paint or other City approved medium, art substantially as described in approved design concept (attached as Exhibit A). Artist shall provide digital images of the art suitable for reproduction onto a vinyl wrap for installation by the City of the traffic signal cabinet at Eighth and Ash Streets, or at another location within Columbia, Missouri. The digital imagery shall meet the standards as set forth herein: Tagged Image File Format (TIFF), Scalable Vector Graphics (SVG), or Encapsulated PostScript (EPS). "

- 2. Section 2(c) of the Agreement shall be replaced with the following:

"c. Reserved."

- 3. Section 3 of the Agreement shall be replaced with the following:

**"3. TIME**

Artist will begin work as soon as practical after the execution of this agreement and shall have completed and delivered the imagery to the City no later than November 30, 2020."

4. Sections 4(b) and 4(c) shall be deleted from the Agreement.
5. Section 5 of the Agreement shall be replaced with the following:

**“5. FINAL ACCEPTANCE AND TITLE**

a. Artist shall retain title to the original art. Artist shall transfer title to the digital imagery to the City. Upon the digital imagery being delivered to the City, City shall inspect the digital imagery and present the Artist with a detailed listing of any observed flaws. When City is satisfied with the digital imagery, City shall notify Artist of its final acceptance of the imagery.

b. Upon final acceptance, title to the digital imagery shall pass to City. Artist hereby grants to City an irrevocable, perpetual license to reproduce the digital imagery in any form or format. Artist also grants the City the right to edit the imagery for reproduction purposes.”

6. Section 6 of the Agreement shall be replaced with the following:

**“6. PAYMENT**

City agrees to pay Artist a commission in the sum of one thousand five hundred dollars (\$1500.00) for the execution of the work and all rights granted herein. The commission shall be full compensation for the work, all rights granted, services rendered, travel and all supplies, materials and equipment used by Artist to design, execute, and fabricate the work and to deliver the imagery. The commission shall be paid to Artist within thirty (30) days following the final acceptance of the imagery.”

7. Section 7 of the Agreement shall be replaced with the following:

**“7. COPYRIGHT**

a. The Parties agree that Artist owns the original work of art substantially as described in the design concept. Artist agrees that this work shall be a unique example of Artist’s work and Artist shall not anywhere else produce such work in a traffic box layout format, without the express written consent of City. Artist can make copies, including those for sale, of the specific traffic box artwork provided City is credited with commissioning the original work.

b. Artist grants City an irrevocable license to make two-dimensional reproductions of the work for non-commercial purposes, including but not limited to reproductions used in advertising, brochures, media, publicity and catalogues, or for reprinting of the vinyl images. Artist hereby grants City an irrevocable license to scale the imagery as needed for reproduction purposes.”

8. Sections 8(a) and 8(b) of the Agreement shall be replaced with the following:

- a. Reserved.
- b. Reserved.”

9. All other terms of the Agreement shall remain unchanged and in full force and effect.

[SIGNATURES ON FOLLOWING PAGE]

**IN WITNESS WHEREOF**, the parties hereto have duly executed this Amendment to the Agreement, on the day and year last written below.


**CITY OF COLUMBIA, MISSOURI**

By: \_\_\_\_\_  
John Glascock, City Manager  
Date: \_\_\_\_\_

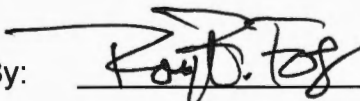
ATTEST:

By: \_\_\_\_\_  
Sheela Amin, City Clerk

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Nancy Thompson, City Counselor/rw 

**Roy F. Fox**

By:  \_\_\_\_\_  
Date Oct. 6, 2020



Traffic Signal Box Template: 8th and Ash Streets

