

**FIRST EXTENSION AND AMENDMENT
TO AGREEMENT FOR COMMISSIONED ARTWORK**

THIS FIRST EXTENSION AND AMENDMENT AGREEMENT is entered into on the _____ day of _____, 2020, by and between:

CITY OF POMPANO BEACH, a municipal corporation of the State of Florida, whose address is 100 West Atlantic Boulevard, Pompano Beach, Florida 33060, hereinafter referred to as "CITY,"

and

SONATA KAZIMIERAITIENE, an independent contractor, whose address is 14364 Canalview Dr., Unit A, Delray Beach, FL 33484 (hereinafter "LEAD ARTIST").

WHEREAS, the parties entered into an Agreement for Commissioned Artwork on January 16, 2020 (the "Original Agreement" attached hereto and made a part hereof as Exhibit "1") which was approved by Resolution No. 2020-94; and

WHEREAS, the CITY and LEAD ARTIST have agreed to extend the Original Agreement for one (1) additional one-year period and to include the "Facility Use Guidelines" attached hereto and made a part hereof as Exhibit "1A" as an additional exhibit thereunder.

WITNESSETH:

NOW, THEREFORE, the parties agree as set forth below.

1. Each "WHEREAS" clause set forth above is true and correct and herein incorporated by this reference.
2. That the Original Agreement between CITY and LEAD ARTIST for Commissioned Artwork formerly approved by Resolution No. 2020-94 shall be extended for a

period of one (1) year from the date of January 16, 2021, pursuant to the terms, conditions and specifications set forth therein.

3. That the "Facility Use Guidelines" are added to the Index of Exhibits as Exhibit "1A" and hereby made a part of the Original Agreement.

4. That Paragraph 6 of Article 4 of the Original Agreement entitled "Responsibilities of Lead Artist" shall be amended as set forth below.

...

6. Subject to the provisions of the Facility Use Guidelines, as amended from time to time, which are attached hereto and made a part hereof as Exhibit 1A, LEAD ARTIST and the five apprentices shall be entitled to non-exclusive ~~first come first served~~ use of studio space S7 and use of a kiln at the Bailey Contemporary Arts building ("BACA") located at 41 NE 1st Street, Pompano Beach to design and fabricate the Artwork- throughout the Term of this Agreement. LEAD ARTIST's failure to utilize BACA in accordance with the provisions of the Facility Use Guidelines shall be grounds for termination of this Agreement.

...

5. That Paragraph 2 of Article 5 of the Original Agreement entitled "Responsibilities of City" shall be amended as set forth below.

...

2. CITY shall provide LEAD ARTIST and the apprentices ~~non-exclusive~~ use of studio space S7 at BACA ~~at the Bailey Art Center on a first come first served basis~~ to fabricate the mosaic floor mural required hereunder.

...

6. With the exception of the foregoing revisions, all terms, covenants and conditions contained in the Original Agreement now existing between CITY and LEAD ARTIST (Exhibit 1) shall remain unchanged, and the parties agree to keep, observe and perform all covenants and conditions contained therein.

7. This First Amendment and Extension Agreement shall bind the parties and their respective executors, administrators, successors and assign and shall be fully effective as though it had been originally included in the Original Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year hereinabove written.

“CITY”:

By: _____
REX HARDIN, MAYOR

By: _____
GREGORY P. HARRISON, CITY

MANAGER

Attest:

(SEAL)

ASCELETA HAMMOND, CITY CLERK

APPROVED AS TO FORM:

MARK E. BERMAN, CITY ATTORNEY

"LEAD ARTIST":

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Witnesses:

Okwudoro

OKWUDORO

Print Name

Isaac Haygood

Isaac Haygood

Print Name

BY: MASSTOMUS

Signature of Artist

SONATA KAZIMIERAITIENE

SONATA KAZIMIERAITIENE

STATE OF Illinois
COUNTY OF Cook

The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, this 5th day of November, 2020, by SONATA KAZIMIERAITIENE who is personally known to me or who has produced IL DL (type of identification) as identification.

NOTARY'S SEAL:



Jesus Hernandez
NOTARY PUBLIC, STATE OF ~~FLORIDA~~ Illinois

Name of Acknowledger Typed, Printed or Stamped

N/A
Commission Number

FP/jmz
10/28/20
l:agr/cul-art/2021-63f