

**FIRST AMENDMENT TO THE FUNDING AGREEMENT FOR FISCAL YEAR 2022-2023  
BETWEEN THE DELRAY BEACH COMMUNITY REDEVELOPMENT AGENCY AND  
SPADY CULTURAL HERITAGE MUSEUM, INC.**

**THIS FIRST AMENDMENT TO THE FUNDING AGREEMENT FOR FISCAL  
YEAR 2022-2023 BETWEEN THE DELRAY BEACH COMMUNITY REDEVELOPMENT  
AGENCY AND SPADY CULTURAL HERITAGE MUSEUM, INC.** ("First Amendment") is  
made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2023, by and between  
the **DELRAY BEACH COMMUNITY REDEVELOPMENT AGENCY**, a Florida public  
body, corporate and politic created pursuant to Section 163, Part III, Florida Statutes,  
(hereinafter referred to as the "CRA"), and **SPADY CULTURAL HERITAGE MUSEUM,  
INC.**, a Florida not-for-profit corporation, (hereinafter referred to as "GRANTEE").

**WITNESSETH:**

**WHEREAS**, the CRA and the GRANTEE previously entered into a Funding  
Agreement for Fiscal Year 2022-2023 dated September 29, 2022, (the "Original  
Agreement"); and

**WHEREAS**, the CRA and GRANTEE desire to enter into a First Amendment to  
the Original Agreement to remove the quarterly payment amount restriction in  
Paragraph 3 of the Original Agreement;

**NOW THEREFORE**, in consideration of the promises, mutual covenants,  
provisions, and undertakings hereinafter contained, and for other good and valuable  
consideration, the receipt and sufficiency of which is hereby acknowledged, the parties  
agree as follows:

1. That the recitals set forth above are true and correct and are incorporated  
herein by reference.

2. That Section 3 of the Original Agreement is hereby amended as follows:

3. FUNDING: The **CRA** shall provide funding to the **GRANTEE**, for fiscal year 2022-2023, in an amount not to exceed **ONE HUNDRED AND NINE THOUSAND AND 00/100 Dollars (\$109,000.00)** (the "Funding Amount"). The Funding Amount funds are to be used by the **GRANTEE** to support its organizational operations for the purpose of providing community and cultural programs in conformance with the programs/projects within the **CRA** district specified in the A-GUIDE documents. Quarterly payments ~~in an amount not to exceed Twenty-Seven Thousand Two Hundred and Fifty and 00/100 Dollars (\$27,250.00)~~ shall be made by the **CRA** to the **GRANTEE**. The **CRA** has the right to withhold quarterly payments until receipt of documentation from the **GRANTEE**, and until the **CRA** receives free access to all additional information and/or documentation from the **GRANTEE** that the **CRA** deems necessary, in its sole and absolute discretion, to analyze the **GRANTEE's** financial position, performance, and expenditure of funds in accordance with its approved A-GUIDE funding application.

3. That except as amended herein, the CRA and GRANTEE ratify, approve, and reaffirm the terms of the Original Agreement, and the Original Agreement shall remain in full force and effect, except as amended herein.

4. In the event of any conflict or ambiguity by and between the terms and provisions of the Original Agreement, and this First Amendment, this First Amendment shall control to the extent of any such conflict or ambiguity.

*[Space Left Intentionally Blank; Signature Page to Follow]*

**IN WITNESS WHEREOF**, the parties have executed this First Amendment on the date first written above.

ATTEST:	SPADY CULTURAL HERITAGE MUSEUM, INC., a Florida Not-for-profit Corporation
_____	By: _____
Print Name: _____	Print Name: _____
	Title: _____

DELRAY BEACH COMMUNITY  
REDEVELOPMENT AGENCY

By: \_\_\_\_\_  
Adam Frankel, Chair

ATTEST:

\_\_\_\_\_

Renée A. Jadusingh, Esq.  
CRA Executive Director

APPROVED AS TO FORM:

\_\_\_\_\_

Kim N. Phan, Esq.,  
CRA Legal Advisor