

**FIRST AMENDMENT TO THE FUNDING AGREEMENT FOR FISCAL YEAR 2022-2023
BETWEEN THE DELRAY BEACH COMMUNITY REDEVELOPMENT AGENCY AND
CREATIVE CITY COLLABORATIVE OF DELRAY BEACH, INC. (D/B/A ARTS
GARAGE)**

**THIS FIRST AMENDMENT TO THE FUNDING AGREEMENT FOR FISCAL
YEAR 2022-2023 BETWEEN THE DELRAY BEACH COMMUNITY REDEVELOPMENT
AGENCY AND CREATIVE CITY COLLABORATIVE OF DELRAY BEACH, INC.
(D/B/A ARTS GARAGE)** ("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 **CREATIVE CITY COLLABORATIVE OF DELRAY BEACH, INC. (D/B/A ARTS
GARAGE)**, 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 **TWO HUNDRED SEVENTY-FIVE THOUSAND AND 00/100 Dollars (\$275,000.00)** (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 SIXTY-EIGHT THOUSAND SEVEN HUNDRED FIFTY AND 00/100 DOLLARS (\$68,750.00)~~ 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.

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

ATTEST:

CREATIVE CITY COLLABORATIVE
OF DELRAY BEACH INC. (D/B/A ARTS
GARAGE), a Florida Non for-profit
Corporation

Print Name: _____

By: _____
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