

**FIRST AMENDMENT TO THE FUNDING AGREEMENT FOR FISCAL YEAR 2017-2018 BETWEEN THE DELRAY BEACH COMMUNITY REDEVELOPMENT AGENCY AND OLD SCHOOL SQUARE CENTER FOR THE ARTS, INC.**

THIS FIRST AMENDMENT TO THE FUNDING AGREEMENT (the "First Amendment"), is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2018, by and between the **DELRAY BEACH COMMUNITY REDEVELOPMENT AGENCY**, (hereinafter referred to as the "CRA"), and **OLD SCHOOL SQUARE CENTER FOR THE ARTS, INC.**, (hereinafter referred to as the "OSS").

**WITNESSETH:**

**WHEREAS**, on October 16, 2018, the Parties entered into a one-year Agreement (the "Original Agreement") for funding of services and programs provided by OSS, within the City of Delray Beach's Community Redevelopment Area; and

**WHEREAS**, Sections 3 and 4 of the Original Agreement provides for the CRA to provide to OSS quarterly payments following the receipt of required documentation; and

**WHEREAS**, the Parties desire to enter into this First Amendment in order to authorize the issuance of the 4<sup>th</sup> quarterly payment on or before June 15, 2018, in consideration of OSS providing the CRA with specified budget documents.

**NOW, THEREFORE**, in consideration of the promises and covenants herein contained, the parties agree as follows:

**SECTION 1.** The foregoing "Whereas" clauses are hereby ratified as being true and correct, and incorporated herein.

**SECTION 2.** Section 3 of the Original Agreement is amended to authorize the issuance of the 4<sup>th</sup> quarterly payment in the amount of Two Hundred Twenty Five Thousand and 00/100 (\$225,000.00) on or before June 30, 2018. In consideration of the early payment of the 4<sup>th</sup> quarterly payment, OSS agrees to provide the CRA with a projected budget to actual summary spreadsheet/accounting. The CRA may request that OSS provide any additional information that the CRA deems necessary in order to fully evaluate OSS financial status. In the event OSS fails to provide the information requested by the CRA,, then the CRA may take any appropriate action, including, but not limited to withholding the 3<sup>rd</sup> quarterly payment, or terminating the Agreement.

**SECTION 3.** The Parties agree that in all other respects the Original Agreement, except as amended by this First Amendment, shall remain in full force and effect, except as specifically modified herein.

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

ATTEST:

OLD SCHOOL SQUARE CENTER FOR THE  
ARTS, INC., a Florida not-for-profit  
corporation

By: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

(CORPORATE SEAL)

STATE OF FLORIDA  
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this \_\_\_\_ day of June,  
2018, by \_\_\_\_\_, in their capacity as \_\_\_\_\_ of Old  
School Square Center for the Arts, Inc., who is personally known to me or has produced  
\_\_\_\_\_ as identification.

\_\_\_\_\_  
NOTARY PUBLIC

DELRAY BEACH COMMUNITY  
REDEVELOPMENT AGENCY

By: \_\_\_\_\_  
Shelly Petrolia, Chair

ATTEST:

\_\_\_\_\_  
Jeff Costello, Secretary

STATE OF FLORIDA  
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this \_\_\_\_ day of June,  
2018, by Shelly Petrolia, in their capacity as Chair of the Delray Beach CRA, who is  
personally known to me or has produced \_\_\_\_\_ as  
identification.

\_\_\_\_\_  
NOTARY PUBLIC