

**FIRST AMENDMENT TO THE FUNDING AGREEMENT FOR THE FISCAL YEAR  
2019-2020 BETWEEN  
DELRAY BEACH HISTORICAL SOCIETY, INC. AND THE  
DELRAY BEACH COMMUNITY REDEVELOPMENT AGENCY**

**THIS FIRST AMENDMENT TO THE FUNDING AGREEMENT FOR THE FISCAL YEAR 2019-2020 ("FIRST AMENDMENT")** is made this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by and between the **DELRAY BEACH HISTORICAL SOCIETY, INC.**, a Florida not for profit corporation, (hereinafter referred to as the "Historical Society"), and the **DELRAY BEACH COMMUNITY REDEVELOPMENT AGENCY**, a public body corporate and politic, duly created and operated pursuant to Chapter 163, Florida Statutes (hereinafter referred to as the "**CRA**").

**WITNESSETH:**

**WHEREAS**, the **CRA** and the **Historical Society** entered into a Funding Agreement for the Fiscal Year 2019-2020, on October 1, 2019 (the "Original Agreement"); and

**WHEREAS**, the **CRA** and the **Historical Society** desire to amend the funding amount provided in Section 3 of the Original Agreement; and

**WHEREAS**, the **CRA** finds that this First Amendment serves a municipal and public purpose, is consistent with the **CRA's** Redevelopment Plan, and conforms with the requirements of Florida law; and

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

1. The recitations set forth above are hereby incorporated herein.
2. The **CRA** and the **Historical Society** agree to amend Section 3 of the Original Agreement as follows:

*(3) The **CRA** is providing total funding to the **HISTORICAL SOCIETY** for fiscal year 2019-20 in an amount not to exceed One Hundred Twenty-Five Thousand and 00/100 Dollars (\$125,000.00) (the "Funding Amount"). The funds are to be used by the **HISTORICAL SOCIETY** to support its organizational operations, and 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 Thirty One Thousand Two Hundred Fifty and 00/100 Dollars (\$31,250.00) shall be made by the **CRA** to the **HISTORICAL SOCIETY**. Two payments of Eighteen Thousand Seven Hundred Fifty and 00/100 Dollars (\$18,750.00) have been made by the **CRA** to the **Historical Society** for quarters 1 & 2. Upon execution of this First Amendment, the **CRA** shall pay to the **HISTORICAL SOCIETY** the sum of Twenty Five Thousand and 00/100 Dollars (\$25,000.00) for the complete payment of quarters*

1 & 2. For each of quarters 3 & 4, the **CRA** shall pay the **HISTORICAL SOCIETY** an amount not to exceed Thirty One Thousand Two Hundred Fifty and 00/100 Dollars (\$31,250.00). The **CRA** has the right to withhold the quarterly payment until receipt of all documentation and additional information from the **HISTORICAL SOCIETY** that the **CRA** deems necessary to analyze the **HISTORICAL SOCIETY's** financial position.

3. All other terms and conditions of the Original Agreement not in conflict with this First Amendment shall remain in full force and effect.

**IN WITNESS WHEREOF**, the parties hereto have caused this First Amendment to be executed on the day and year first above written.

ATTEST:

\_\_\_\_\_

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

DELRAY BEACH HISTORICAL SOCIETY, INC., a Florida not for profit corporation

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

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

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

DELRAY BEACH COMMUNITY REDEVELOPMENT AGENCY

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

Shelly Petrolia, Chair

ATTEST:

\_\_\_\_\_

Renée A. Jadusingh, Esq.  
CRA Executive Director

I HEREBY CERTIFY THAT I HAVE APPROVED THIS AGREEMENT AS TO FORM:

\_\_\_\_\_

CRA General Counsel