

**SECOND AMENDMENT TO GRANT AGREEMENT**  
**BETWEEN**  
**CITY OF FORT LAUDERDALE**  
**AND**  
**WAR MEMORIAL BENEFIT CORPORATION**  
**FOR**  
**WAR MEMORIAL FACILITY CAPITAL GRANT FUNDING**

This Second Amendment, with an Effective Date of July 8<sup>th</sup>, 2022, shall amend that Grant Agreement dated June 14, 2019, as amended by that First Amendment dated November 15, 2021 (the "Agreement") by and between the City of Fort Lauderdale, a Florida municipal corporation ("City") and War Memorial Benefit Corporation, a social purpose corporation organized under the laws of the State of Florida ("WMBC").

**RECITALS**

Whereas, under Article 6, WMBC is required to provide certain financial information by a date certain as required under Article 6 of the Agreement; and

Whereas, WMBC is unable to meet that deadline to provide the financial information and will not complete construction of the capital improvements before July 1, 2022; and

Whereas, WMBC has requested additional time to deliver such information and to complete the capital improvements.

Now, therefore in consideration of the foregoing, the parties agree as follows.

**TERMS**

1. The Recitals are true and correct and hereby incorporated herein.
2. The parties agree that the deadline for WMBC to provide the financial information required under Article 6 of the Agreement has been extended until August 30, 2022. The parties agree that Exhibit "A" of the Grant Agreement is amended to provide for a completion date of July 1, 2024, for the capital improvements.
3. Except as modified herein, all other terms and conditions of the Agreement, as amended, are ratified and shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have made and executed this Second Amendment to the Grant Agreement on the respective dates under each signature: CITY OF FORT LAUDERDALE, through its CITY COMMISSION, signing by and through its Mayor or Vice-

Mayor, authorized to execute same by Commission action on the \_\_\_\_\_ day of July 2022, and WAR MEMORIAL BENEFIT CORPORATION, signing by and through its Chair or Vice Chair, duly authorized to execute same.

WITNESSES:

Jeannette A. Fray  
[Print Name]: Jeannette A. Fray

Aimee L. Brown  
[Print Name]: Aimee L. Brown

**CITY OF FORT LAUDERDALE,**  
a municipal corporation of the State of Florida

Dean Trantalis  
By: Dean Trantalis  
Dean Trantalis, Mayor

Date: 07/26/22

Christopher J. Lagerbloom  
By: Christopher J. Lagerbloom  
Christopher J. Lagerbloom, ICMA-CM  
City Manager

Date: 07 19 22

(CORPORATE SEAL)

ATTEST:

David R. Soloman  
David R. Soloman, City Clerk



APPROVED AS TO FORM:  
Alain E. Boileau, City Attorney

Lynn Solomon  
By: Lynn Solomon  
Lynn Solomon, Assistant City Attorney

WITNESS

*Michael Romero*  
[Print Name] Michael Romero

*Zalán Itze Hilary*  
[Print Name] Zalán Itze Hilary

**WAR MEMORIAL BENEFIT CORPORATION**, an independent social purpose benefit corporation organized in the State of Florida

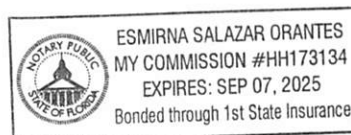
By: *Matthew Caldwell*  
Matthew Caldwell, Chair

8<sup>th</sup> day of July, 2022

ATTEST:

By: *Esmirna Salazar Orantes*  
[Print Name] Esmirna Salazar Orantes  
Secretary

(SEAL)





COMMISSION AGENDA ITEM  
DOCUMENT ROUTING FORM

22

Today's Date: 7/19/2022

DOCUMENT TITLE: 2<sup>nd</sup> Amendment to Grant – COFL - War Memorial Benefit Corp. for War Memorial Auditorium - 800 NE 8 Street, Fort Lauderdale FL 33304 - War Memorial Facility Capital Grant Funding

COMM. MTG. DATE: 7/5/2022 CAM #: 22-0687 ITEM #: CR-10 CAM attached: ☒ YES ☐ NO

Routing Origin: CAO Router Name/Ext: Sonia/ x-5598 Action Summary attached: ☒ YES ☐ NO

CIP FUNDED: ☐ YES ☒ NO

Capital Investment / Community Improvement Projects defined as having a life of at least 10 years and a cost of at least \$50,000 and shall mean improvements to real property (land, buildings, or fixtures) that add value and/or extend useful life, including major repairs such as roof replacement, etc. Term "Real Property" include: land, real estate, realty, or real.

1) Dept: CAO Router Name/Ext: Sonia Ext.5598 # of originals routed: 2 Date to CAO: 7/19/2022

2) City Attorney's Office: Documents to be signed/routed? ☒ YES ☐ NO # of originals attached: 2

Is attached Granicus document Final? ☒ YES ☐ NO Approved as to Form: ☒ YES ☐ NO

Date to CCO: 7/19/22 Lynn Solomon  
Attorney's Name

[Signature]  
Initials

3) City Clerk's Office: # of originals: 2 Routed to: Donna V./Aimee L./CMO Date: 07/19/22

4) City Manager's Office: CMO LOG #: \_\_\_\_\_ Document received from: \_\_\_\_\_

Assigned to: CHRIS LAGERBLOOM ☐ TARLESHA SMITH ☐ GREG CHAVARRIA ☐  
CHRIS LAGERBLOOM as CRA Executive Director ☐

☐ APPROVED FOR C. LAGERBLOOM'S SIGNATURE ☐ N/A FOR C. LAGERBLOOM TO SIGN

PER ACM: T. Smith (Initial/Date) PER ACM: G. Chavarria (Initial/Date)

☐ PENDING APPROVAL (See comments below)

Comments/Questions: \_\_\_\_\_

Forward 2 originals to ☒ Mayor ☐ CCO Date: 7-20-22

5) Mayor/CRA Chairman: Please sign as indicated. Forward \_\_\_\_\_ originals to CCO for attestation/City seal (as applicable) Date: \_\_\_\_\_

6) City Clerk: Forward \_\_\_\_\_ originals to CAO for ~~FINAL APPROVAL~~ Date: \_\_\_\_\_

7) CAO forwards \_\_\_\_\_ originals to ~~CCO~~ Date: \_\_\_\_\_

8) City Clerk: Scan original and forwards 2 originals to: Sonia/ ext 5598 /CAO

Attach \_\_\_\_\_ certified Reso # \_\_\_\_\_ ☐ YES ☒ NO

Original Route form to Sonia ext. 5598

Rev. 9/9/2020