

FIRST AMENDMENT TO AGREEMENT

THIS FIRST AMENDMENT TO AGREEMENT is made and entered into as of this _____ day of _____, 2018, by and between

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
(hereinafter referred to as "SBBC"),
a body corporate and political subdivision of the State of Florida,
whose principal place of business is
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

SOUTH FLORIDA INSTITUTE ON AGING, INC.
f/k/a IMPACT BROWARD, INC.
(hereinafter referred to as "SoFIA"),
a Florida not for profit corporation,
having its principal place of business at
2038 North Dixie Highway – Suite 201, Fort Lauderdale, Florida 33309.

WHEREAS, SBBC and Impact Broward, Inc. (hereinafter referred to as "Impact") entered into an Agreement dated June 13, 2017 (hereafter "Agreement"); and

WHEREAS, Impact Broward, Inc. has changed its name to South Florida Institute on Aging, Inc.

WHEREAS, the parties mutually desire to amend the Agreement to reflect the name change from Impact to SoFIA and to provide for annual funding for services rendered by Impact.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1.01 **Recitals.** The parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

1.02 **Name Change.** The name IMPACT BROWARD, INC. ("Impact") shall be replaced with South Florida Institute on Aging, Inc. ("SoFIA") by interlineation, within the Agreement.

1.03 **Amended Provisions.** The parties hereby agree to amend Section 2.10 of the Agreement to provide as follows:

2.10 **Payment Process:** Foster Grandparents (“FGs”) are paid \$2.65 per hour and/or \$0.40 per mile for transportation, as mandated by the Corporation for National and Community Service. Invoices are sent from SoFIA to the SBBC Public Information Office for review and approval. After the invoice is approved, it is sent to SBBC’s Accounts payable for processing. Accounts Payable processes payment and issues a check to SoFIA in the amount of the invoice. The maximum amount of billing is \$170,537.00 annually.

The parties hereby further agree to amend Section 2.12 of the Agreement to provide as follows:

2.12 **Notice.** When any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the other party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this section. For the present, the parties designate the following as the respective places for giving notice:

TO SBBC: Superintendent of Schools
The School Board of Broward County, Florida
600 Southeast Third Avenue
Fort Lauderdale, Florida 33301

With a copy to: Chief Public Information Officer
The School Board of Broward County, Florida
600 Southeast Third Avenue
Fort Lauderdale, Florida 33301

To SoFIA: President & CEO
South Florida Institute on Aging, Inc.
2038 North Dixie Highway – Suite 201
Fort Lauderdale, Florida 33305

1.04 **Order of Precedence among Agreement Documents.** In the event of conflict between the provisions of the Agreement and the provisions contained herein, the provisions of the following documents shall take precedence in this order:

- a) this First Amendment to Agreement; and then
- b) the Agreement.

1.05 **Other Provisions Remain in Force.** Except as expressly provided herein, all other portions of the Agreement remain in full force and effect.

1.06 **Authority.** Each person signing this First Amendment to Agreement on behalf of either party individually warrants that he or she has full legal power to execute this First Amendment to Agreement on behalf of the party for whom he or she is signing, and to bind and

obligate such party with respect to all provisions contained in this First Amendment to Agreement.

IN WITNESS WHEREOF, the parties hereto have made and executed this First Amendment to Agreement on the date first above written.

FOR SBBC

(Corporate Seal)

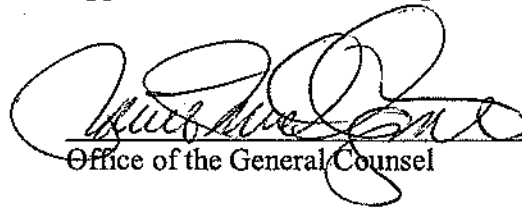
THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

ATTEST:

By _____
Nora Rupert, Chair

Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:

 10/01/2018
Office of the General Counsel

FOR SOFIA

(Corporate Seal)

SOUTH FLORIDA INSTITUTE ON
AGING, INC.

ATTEST:

By _____
Peter Kaldes, President & CEO

Peter Weitz, Secretary

-or-

Witness

Witness

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 2018 by Peter Kaldes as President and CEO of SOUTH FLORIDA INSTITUTE ON AGING, INC. on behalf of the corporation. He is personally known to me or produced _____ as identification and did/did not first take an oath. _____
Type of Identification

My Commission Expires:

Signature – Notary Public

(SEAL)

Printed Name of Notary

Notary's Commission No.

S:/v/allwork-use/contracts/develop/1819year/180924southfloridainstitute