

**FIFTH AMENDMENT TO AGREEMENT BETWEEN  
IMPACT BROWARD, INC. AND THE CITY OF PEMBROKE PINES**

**THIS FIFTH AMENDMENT TO THE AGREEMENT** (the "Agreement") is made this \_\_\_\_ day of \_\_\_\_\_, 2017, by and between IMPACT BROWARD, INC., hereinafter called the "Contractor", whose address is 4701 NW 33<sup>rd</sup> Avenue, Oakland Park, Florida 33309, and THE CITY OF PEMBROKE PINES, hereinafter called the "City", whose address is 10100 Pines Boulevard, Pembroke Pines, Florida 33026. City and Contractor hereafter are collectively referred to as the "Parties".

**W I T N E S S E T H:**

**WHEREAS**, the Contractor provides individuals to volunteer to provide services for the City at the City's Southwest Focal Point Community Center; and

**WHEREAS**, the City provides public services to its residents and other individuals at the Southwest Focal Point Senior Center ("Center"), including health support services to individuals, and

**WHEREAS**, on May 21, 2012, the Parties entered into a one-year Agreement ("Original Agreement") with Contractor in order for Contractor to provide volunteers to assist their clients at the Center; and

**WHEREAS**, the City and Contractor, have on an annual basis entered into amendments to renew and extend the Original Agreement for additional one year terms; and

**WHEREAS**, on April 7, 2016, the Parties entered into a Fourth Amendment to the Original Agreement (the "Fourth Amendment") with the Contractor to extend the Agreement for an additional year, up to and including May 21, 2017; and

**WHEREAS**, the Parties desire to renew the Original Agreement for an additional one (1) year term commencing, May 22, 2017 through May 21, 2018 (the "Fifth Amendment"); and

**WHEREAS**, the City finds that this Agreement serves both a municipal and public purpose, and will result in Contractor providing City residents with important services and information.

**NOW, THEREFORE**, in consideration of the mutual agreements set forth herein, the Contractor and the City agree as follows:

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

**SECTION 2.** City and Contractor hereby agree to renew the Original Agreement for one (1) additional year, commencing on May 22, 2017 through May 21, 2018.

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

IN WITNESS OF THE FOREGOING, the Parties have set their hands and seals the day and year first written above.

**CITY OF PEMBROKE PINES**

By: \_\_\_\_\_  
Charles F. Dodge, City Manager

ATTEST:

Date: \_\_\_\_\_

\_\_\_\_\_  
Marlene D. Graham, City Clerk

Approved as to Form:

\_\_\_\_\_  
Office of the City Attorney

ATTEST:

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**IMPACT BROWARD, INC.**

By: \_\_\_\_\_  
Print Name: Peter Kaldes  
Title: President/CEO

(CORPORATE SEAL)

STATE OF FLORIDA     )  
  )  
COUNTY OF BROWARD    )

BEFORE ME, an officer duly authorized by law to administer oaths and take acknowledgments, personally appeared PETER KALDES as PRESIDENT/CEO of Impact Broward, Inc., an organization authorized to do business in the State of Florida, who is personally known to me or who has produced \_\_\_\_\_ as identification and acknowledged (s)he executed the foregoing Agreement as the proper official of Impact Broward, Inc., for the use and purposes mentioned in it and deed of Impact Broward, Inc.

IN WITNESS OF THE FOREGOING, I have set my hand and official seal at in the State and County aforesaid on this 10th day of APRIL, 2017.

Gwendolyn Patricia Grant  
NOTARY PUBLIC

My Commission Expires:

DNT:dnt

