

**FIRST AMENDMENT TO SERVICE AGREEMENT  
FOR AFTER-SCHOOL SNACK PROVIDER**

**THIS FIRST AMENDMENT** to Service Agreement for After-School Snack Provider ("First Amendment") made this \_\_\_\_ day of \_\_\_\_\_, 2025, is by and between the **City of Fort Lauderdale**, a Florida municipality, ("CITY"), with its principal address located at 101 NE 3rd Avenue, Suite 2100, Fort Lauderdale, FL 33301, and **All Kids Catering, Inc.**, a Florida profit corporation, ("CONTRACTOR"), with its principal address located at 13740 NW 19<sup>th</sup> Avenue, Bay #16, Opa Lock, Florida 33054 (collectively, "Parties").

WHEREAS, the CITY awarded CONTRACTOR a service agreement pursuant to Invitation to Bid (ITB) Event No. 190-1 to provide after-school snacks for age-specific groups at seven (7) designated after-school CITY facilities ("Agreement"); and

WHEREAS, the Agreement between CITY and CONTRACTOR is for an initial one (1)-year term, with an effective date beginning July 30, 2024, and scheduled to terminate on July 29, 2025, and an option for the parties renew the Agreement for three (3) additional one (1) year terms, subject to and conditioned upon certain terms and conditions; and

WHEREAS, the CITY's Parks & Recreation Department was awarded a 100% reimbursable grant from the Florida Department of Health ("FDOH") for the CITY to include supper meal service in its after-school program for up to 450 participants, including teen participants; and

WHEREAS, the CITY and CONTRACTOR mutually desire to enter into a First Amendment to the Agreement to increase the current annual contract amount of \$81,000 by an additional \$324,000 for afternoon snacks and supper meal delivery service at 7 designated after-school CITY facilities, for a combined total annual contract amount of \$405,000, with three (3) additional one (1)-year renewal options at an annual contract renewal amount of \$81,000, for an estimated potential total contract amount of \$648,000, subject to and conditioned upon the remaining terms, conditions, and specifications contained in the Agreement, including any subsequent renewal terms that are mutually agreed to in a writing and executed by both Parties ("First Amendment");

NOW THEREFORE, for and in consideration of the mutual promises and covenants set forth herein and other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, the Parties covenant and agree as follows:

- I. **RECITALS:** The foregoing recitals are true and correct in all respects and are incorporated herein by reference.
- II. **DEFINITIONS:** For purposes of this First Amendment, capitalized terms used but not defined herein have the meanings assigned to them in the Agreement.
- III. **AMENDMENTS:** Section IV of the Agreement titled "Compensation" is hereby amended as follows:

The CONTRACTOR agrees to provide the services and/or materials

as specified in the Contract Documents for a total contract amount not to exceed Four Hundred Five Thousand Dollars (\$405,000) for the initial one (1)-year term of the Agreement for afternoon snacks and supper meal delivery service at seven (7) designated after-school CITY facilities, with three (3) additional one (1)-year renewal terms not to exceed an annual contract renewal amount of Eighty-One Thousand Dollars (\$81,000), for an estimated potential total contract amount of Six Hundred Forty-Eight Thousand Dollars (\$648,000), subject to and conditioned upon the remaining terms, conditions, and specifications contained in the Agreement, including any subsequent renewal terms that are mutually agreed to in a writing and executed by both Parties. It is acknowledged and agreed by CONTRACTOR that this amount is the maximum payable and constitutes a limitation upon CITY's obligation to compensate CONTRACTOR for CONTRACTOR's services related to this Agreement. This maximum amount, however, does not constitute a limitation of any sort upon CONTRACTOR's obligation to perform all items of work required by or which can be reasonably inferred from the Scope of Services. Except as otherwise provided in the solicitation, no amount shall be paid to CONTRACTOR to reimburse CONTRACTOR's expenses.

- IV. **COUNTERPARTS:** This First Amendment may be executed in one (1) or more counterparts, each of which together shall be deemed an original, but all of which together shall constitute one and the same instrument. In the event that any signature is delivered by facsimile transmission or by e-mail delivery of a .PDF format data file, such signature shall create a valid and binding obligation of the party executing (or on whose behalf such signature is executed) with the same force and effect as if such facsimile or .PDF signature page were an original thereof.
- V. **HEADINGS:** Headings herein are for the convenience of reference only and shall not be considered on any interpretation of this First Amendment or the Agreement.
- VI. **NO OTHER CHANGES:** Except as modified by this First Amendment, all terms, covenants, obligations and provisions of the Agreement shall remain unaltered, shall continue in full force and effect, and are hereby ratified, approved and confirmed by the parties in every respect. If the terms and conditions set forth in this First Amendment directly conflict with any provision contained in the Agreement, then this First Amendment shall control.

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IN WITNESS WHEREOF, the CITY and the CONTRACTOR execute this FIRST AMENDMENT as follows:

**CITY**

ATTEST:

**CITY OF FORT LAUDERDALE**, a Florida municipality

\_\_\_\_\_  
David R. Soloman, City Clerk

By: \_\_\_\_\_  
Rickelle Williams, City Manager

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

Approved as to form and correctness:  
D'Wayne M. Spence, Interim City Attorney

By: \_\_\_\_\_  
Patricia SaintVil-Joseph  
Assistant City Attorney

**CONTRACTOR**

WITNESSES:

**ALL KIDS CATERING, INC.**, a Florida profit corporation

\_\_\_\_\_  
Signature

By: \_\_\_\_\_  
Courtney Brown, Vice President

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

\_\_\_\_\_  
Signature

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

[CORPORATE SEAL]

STATE OF \_\_\_\_\_:

COUNTY OF \_\_\_\_\_:

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 2025, by **Courtney Brown**, as Vice President, for **ALL KIDS CATERING, INC.**, a Florida profit corporation.

(NOTARY SEAL)

\_\_\_\_\_  
(Signature of Notary Public - State of Florida)

\_\_\_\_\_  
(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known \_\_\_\_\_ OR Produced Identification \_\_\_\_\_  
Type of Identification Produced: \_\_\_\_\_