

**FIRST AMENDMENT TO SERVICE AGREEMENT
FOR SUMMER FOOD SERVICE PROGRAM PROVIDER**

THIS FIRST AMENDMENT TO SERVICE AGREEMENT is made and entered into this 15th day of December, 2023, by and between the City of Fort Lauderdale, a Florida municipality, ("City"), with its principal address located at 100 North Andrews Avenue, Fort Lauderdale, FL 33301, and **All Kids Catering, Inc.**, a Florida profit corporation, ("Contractor" or "Company"), with its principal address located at **13740 NW 19th Avenue, Bay 16, Opa Locka, FL 33054**, Email: **courtney@allkidscatering.com**, Phone: **(561) 676-9237** (collectively, "Parties").

WHEREAS, City and Contractor entered into a Service Agreement for Summer Food Service Program Provider ("Agreement") dated May 18, 2023, for a total annual compensation amount of \$70,638.75, with an initial one (1) year term and an option to extend the contract for three (3) additional one (1) year terms, to provide summer lunches and snacks for the City's summer camp programs, in accordance with the terms, conditions, and specifications contained in **Solicitation Event No. 73-1 Summer Food Service Program Provider** and Contractor's response dated April 13, 2023; and

WHEREAS, City staff received a higher demand than anticipated to provide summer lunches and snacks for the City's summer camp programs participants, which in-turn increased the food orders and the overall annual budgeted contract amount allocated for the program; and

WHEREAS, City staff recommends the City Commission considers and approves an annual increase in the summer food service program funding by a total amount of \$33,831, for a combined annual contract compensation amount of \$104,469.75, subject to the same terms, conditions, and specifications contained in Solicitation Event No. 73-1 Summer Food Service Program Provider and Contractor's response dated April 13, 2023; and

WHEREAS, City Commission and Contractor wish to enter into a First Amendment to Service Agreement for Summer Food Service Program Provider ("First Amendment") to increase the current annual compensation amount of \$70,638.75 by an additional annual compensation amount of \$33,831, for a combined total annual compensation amount of \$104,469.75, subject to the same terms, conditions, and specifications contained in the Agreement, including any subsequent renewal terms that are mutually agreed to in a writing executed by both Parties, for a potential total contract in the amount of \$417,879; and.

NOW, THEREFORE, the parties hereto, in consideration of the mutual covenants, agreements, terms, and conditions contained herein, the receipt and sufficiency of which is hereby acknowledged, do agree as to the following:

- 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, at the annual cost of \$70,638.75, plus an additional compensation in the annual amount of \$33,831, for a combined total annual compensation amount of \$104,469.75, subject to the same terms, conditions, and specifications contained in the Agreement, including any subsequent renewal terms that are mutually agreed to in a writing executed by both Parties, for a potential total contract amount of \$417,879, should the Parties exercise all renewal options. 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 two (2) 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.

IN WITNESS WHEREOF, the City and the Contractor execute this First Amendment to the Agreement as follows:


ATTEST:



David R. Solomon, City Clerk




City of Fort Lauderdale, a Florida municipality

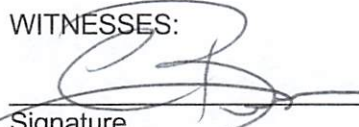
By: 
Greg Chavarria, City Manager

Date: December 15th, 2023

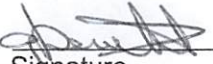
Approved as to form and correctness:
Thomas J. Ansbro, City Attorney

By: 
Patricia Saint-Mil-Joseph
Assistant City Attorney

WITNESSES:



Signature

Courtney Brown
Print Name


Signature

Camendolyn Bennett
Print Name

All Kids Catering, Inc., a Florida Profit corporation

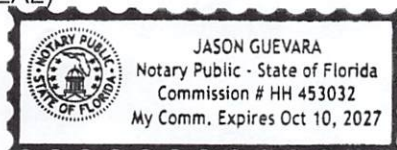
By: 
Kendra N. Bullock, President


(CORPORATE SEAL)

STATE OF Florida :
COUNTY OF Broward :

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 6 day of December, 2023, by **Kendra N. Bullock**, as President, for **All Kids Catering, Inc.**, a Florida profit corporation.

(SEAL)

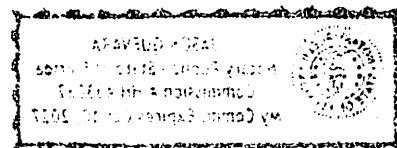



Notary Public, State of Florida
(Signature of Notary Public)

Jason Guevara
(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known _____ OR Produced Identification ☒

Type of Identification Produced FL Driver License



SUBGRANT FOR HIGHWAY TRAFFIC SAFETY FUNDS
Florida Department of Transportation
Occupant Protection Program



Dean J. Trantalis
Mayor

12/21/23

Date



[Municipal Seal]

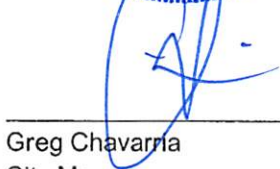
ATTEST:



David R. Soloman
City Clerk

12/21/23

Date



Greg Chavarria
City Manager

12/15/23

Date

Approved as to Form:



Julie Steinhardt
Assistant City Attorney

12/11/23

Date



COMMISSION AGENDA ITEM
DOCUMENT ROUTING FORM

1L

Today's Date: 12/14/2023

DOCUMENT TITLE: FIRST AMENDMENT TO SERVICE AGREEMENT FOR SUMMER FOOD SERVICE PROGRAM PROVIDER – ALL KIDS CATERING, INC.

COMM. MTG. DATE: 12/5/2023 CAM #: 23-1118 ITEM #: CP-8 CAM attached: ☒ YES ☐ NO

Routing Origin: FIN-PR Router Name/Ext: M.Eathon/5141 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: K.Nembhard/x5001 # of originals routed: 1 Date to CAO: 12/14/2023

2) City Attorney's Office: Documents to be signed/routed? ☒ YES ☐ NO # of originals attached: 1

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

Date to CCO: 12/14/23 Patricia SaintVil-Joseph
Attorney's Name

PS
Initials

3) City Clerk's Office: # of originals: 1 Routed to: Donna V./Aimee L./CMO Date: 12/14/23

4) City Manager's Office: CMO LOG #: Dec 31 Document received from: CCO 12/15/23

Assigned to: GREG CHAVARRIA ☐
ANTHONY FAJARDO ☐ SUSAN GRANT ☐
GREG CHAVARRIA as CRA Executive Director ☐

☐ APPROVED FOR G. CHAVARRIA'S SIGNATURE ☐ N/A FOR G. CHAVARRIA TO SIGN

PER ACM: S. Grant (Initial/Date) PER ACM: A. Fajardo (Initial/Date)

☐ PENDING APPROVAL (See comments below)

Comments/Questions: _____

Forward ___ originals to ☐ Mayor ☐ CCO Date: _____

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

6) City Clerk: Scan original and forwards 1 originals to: M.Eathon/5141

Attach _ certified Reso # ☒ YES ☐ NO

Original Route form to K.Nembhard/x5001