

**SECOND AMENDMENT TO AGREEMENT BETWEEN BROWARD COUNTY AND  
FEEDING SOUTH FLORIDA, INC.  
FOR FOOD SECURITY ASSISTANCE**

Agreement #: 22-FSAD-7537-1

This Second Amendment ("Amendment") is entered into between Broward County, a political subdivision of the State of Florida ("County"), and Feeding South Florida, Inc., an active Florida nonprofit corporation ("Provider"), each a "Party" and collectively referred to as the "Parties."

**RECITALS**

- A. The Parties entered into the original Agreement on June 15, 2022, for food security assistance ("Agreement").
- B. On February 11, 2025, the Parties executed a First Amendment to the Agreement to (i) add a third Option Period; (ii) update the contact information for official notifications to County and County's Custodian of Public Records; and (iii) add requirements for Polystyrene Food Service Articles, Ownership Disclosure Requirement, Entities of Foreign Concern, and Anti-Human Trafficking.
- C. The Parties are currently in Option Period 3 and now desire to amend the Agreement to (i) add a fourth Option Period, (ii) update County's Custodian of Public Records, and (iii) update Exhibits A and D-1.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

- 1. The above Recitals are true and correct and are incorporated herein by reference. All capitalized terms not expressly defined within this Amendment will retain the meaning ascribed to such terms in the Agreement.
- 2. Unless otherwise expressly stated herein, amendments to the Agreement made under this Amendment are indicated herein by use of strikethroughs to indicate deletions and underlining to indicate additions. Except as modified herein, all remaining terms and conditions of the Agreement remain in full force and effect.
- 3. The Agreement is hereby amended to add one (1) Option Period that will begin on October 1, 2025, and continue through September 30, 2026 ("Option Period 4").
- 4. The last paragraph of Section 15.2 of the Agreement is amended as follows:

**IF PROVIDER HAS QUESTIONS REGARDING THE APPLICATION OF  
CHAPTER 119, FLORIDA STATUTES, TO PROVIDER'S DUTY TO PROVIDE  
PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE**

**CUSTODIAN OF PUBLIC RECORDS AT (954) 357-6367/5003,  
~~NMOFFITT@BROWARD.ORG~~ ECRENSHAW@BROWARD.ORG, 900 NW 31  
AVENUE, SUITE 3000, FORT LAUDERDALE, FLORIDA 33311.**

5. Exhibit A, Section III, of the Agreement is amended as follows:

- A. Initial Term: \$60,000
- B. Option Period 1: \$60,000
- C. Option Period 2: \$60,000
- D. Option Period 3: \$60,000
- E. Option Period 4: \$60,000
- E.F. Extension: Equal to a pro rata amount of the then-existing annual funding amount

6. Exhibit A, Section V, of the Agreement is amended as follows:

Official Payee: Feeding South Florida, Inc.  
2501 SW 32 Terrace  
Pembroke Park, FL 33023  
954-518-1818  
~~ewinter@feedingsouthflorida.org~~  
Fsffinance@feedingsouthflorida.org

7. Exhibit A, Section VI, of the Agreement is amended as follows:

- A. For County: Director, Family Success Administration Division  
900 NW 31 Avenue, Suite 3000  
Fort Lauderdale, Florida 33311  
~~nmoффitt@broward.org with copy to kasmith@broward.org~~  
ecrenshaw@broward.org with copy to  
bsantiagorivera@broward.org
- B. For Provider: President & CEO, Feeding South Florida, Inc.  
2501 SW 32 Terrace  
Pembroke Park, FL 33023  
954-518-1818  
~~pvez@feedingsouthflorida.org with copy to~~  
~~jbenitez@feedingsouthflorida.org and~~  
~~svatske@feedingsouthflorida.org~~  
Grants@feedingsouthflorida.org

8. Exhibit D-1, Section II, of the Agreement is replaced in its entirety with the following:

II. Maximum Number of Units to be Purchased Annually:

- A. 1st service (Head of Household Basket – Food Assistance): Up to 1,176 units
- B. 2nd service (Family Basket – Food Assistance): Up to 594 units

C. 3rd service (Basket Delivery – Food Assistance): Up to 1,000 units

Units per Extension, if exercised: Must be equal to a pro rata number of units of the then-current annual units per service

9. In the event of any conflict or ambiguity between this Amendment and the Agreement, the Parties agree that this Amendment will control. The Agreement, as amended herein by this Amendment, incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein, and the Parties agree that there are no commitments, agreements, or understandings concerning the subject matter hereof that are not contained in the Agreement as amended in this Amendment. Accordingly, the Parties agree that no deviation from the terms hereof will be predicated upon any prior representations or agreements, whether oral or written.
10. Preparation of this Amendment has been a joint effort of the Parties, and the resulting document will not, solely as a matter of judicial construction, be construed more severely against one of the Parties than any other.
11. Provider acknowledges that through the date this Amendment is executed by Provider, Provider has no claims or disputes against County with respect to any of the matters covered by the Agreement.
12. This Amendment is effective October 1, 2025.
13. This Amendment may be executed in multiple originals or in counterparts, whether signed physically or electronically; each of which will be deemed to be an original, and all of which, taken together, will constitute one and the same agreement.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the Parties hereto have made and executed this Amendment: Broward County, through its Board of County Commissioners, signing by and through its Mayor or Vice-Mayor, authorized to execute same by Board action on the \_\_\_\_ day of \_\_\_\_\_ 2025, and Provider, signing by and through its duly authorized representative.

COUNTY

ATTEST:

BROWARD COUNTY, by and through  
its Board of County Commissioners

By: \_\_\_\_\_  
Broward County Administrator, as  
ex officio Clerk of the Broward County  
Board of County Commissioners

By: \_\_\_\_\_  
Mayor  
\_\_\_\_ day of \_\_\_\_\_, 2025

Approved as to form by  
Andrew J. Meyers  
Broward County Attorney  
115 South Andrews Avenue, Suite 423  
Fort Lauderdale, Florida 33301  
Telephone: (954) 357-7600

By: **Ronald Honick** Digitally signed by Ronald Honick  
Date: 2025.08.12 14:04:59  
-04'00'  
Ronald J. Honick, III (Date)  
Assistant County Attorney

By: **Karen S. Gordon** Digitally signed by Karen S.  
Gordon  
Date: 2025.08.12 15:50:00 -04'00'  
Karen S. Gordon (Date)  
Senior Assistant County Attorney

RJH/bh  
FSF-22-FSAD-7537-1-Am02  
8/6/2025  
#60068

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PROVIDER

Feeding South Florida, Inc.

By: 

Paco Vélez, President and CEO

11 day of August, 2025