

**SECOND AMENDMENT TO  
FOOD SERVICE AGREEMENT**

**THIS AGREEMENT** (the “**Agreement**”) is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 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

**WELLNESS IN THE SCHOOLS, INC.**  
(hereinafter referred to as “**WITS**”),  
whose principal place of business is  
31 W. 125<sup>th</sup> Street, 5<sup>th</sup> Floor  
New York, NY 10027

**WHEREAS**, SBBC and WITS entered into an Agreement dated August 8, 2017 (hereinafter referred to as “**Agreement**”); under Contract Number 58-044B, Wellness in the Schools, Inc., for the purpose of operating its Cook for Kids and related wellness programs.

**WHEREAS**, SBBC and WITS entered into a First Amendment to the Agreement dated June 12, 2018; and

**WHEREAS**, the Parties mutually desire to amend the Scope of Work of the Agreement to allow WITS to provide two (2) chefs/wellness professionals who are employees of WITS (a “**WITS Professional**”) who shall work in the school for a minimum of twenty-five (25) hours per week each during the Term of the First Amendment to the Agreement.

**NOW, THEREFORE**, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

**ARTICLE 1 - RECITALS**

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. **Amended Provisions**. The parties hereby agree to the following amended provisions to the Agreement by interlineation: **Exhibit A Scope of Program** attached to this Second Amendment shall replace the original Exhibit A Scope of Program attached to the Agreement.

1.03. **Order of Precedence Among Agreement Documents.** In the event of a conflict between documents, the following priority of documents shall govern.

First: Second Amendment to Agreement, then  
Second: First Amendment to Agreement, then  
Third: Agreement

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

1.05. **Authority.** Each person signing this Second Amendment to Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Second 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 Second Amendment to Agreement.

**IN WITNESS WHEREOF**, the parties hereto have made and executed this Second Agreement on the date first above written.

**[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGES FOLLOW]**

**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:

\_\_\_\_\_  
Office of the General Counsel

**[THIS SPACE INTENTIONALLY LEFT BLANK; SIGNATURE PAGE FOLLOWS]**

**FOR WITS:**

(Corporate Seal)

WELLNESS IN THE SCHOOLS, INC.

ATTEST:

By: \_\_\_\_\_  
Nancy Easton

\_\_\_\_\_  
, Secretary

-or-

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Witness

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

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

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by \_\_\_\_\_ of

Name of Person

\_\_\_\_\_, on behalf of the corporation/agency.

Name of Corporation or Agency

He/She 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.

## EXHIBIT A

### SCOPE OF PROGRAM

1. **Agreement of WITS.** Upon the terms and subject to the conditions hereof, WITS agrees that, for the duration of this Agreement, and subject in all respects to having obtained all payments then-owed by the School under this Agreement, it shall:

a. Implement the Program at the School and work with the School's Wellness Committee (as defined below) in an attempt to improve the School's lunch experience in both food and physical activity;

b. In implementing the Program, provide two (2) chefs/wellness professionals who are employees of WITS (a "**WITS Professional**") who shall work in the school for a minimum of twenty-five (25) hours per week each during the Term and shall work with any other WITS Personnel; provided that the twenty-five (25) hours per week requirement does not apply if School is not operating or is operating with limited hours during any given week; and

c. Through a WITS Professional, facilitate the following initiatives, using WITS' s best efforts:

i. Obtain the support of the School's Wellness Committee;

ii. Offer culinary training to cafeteria personnel employed at the School, in an attempt to enhance the visibility and presentation of healthy menu choices and introduce new menu items at the School;

iii. Offer nutrition and wellness education at the School, in an attempt to connect students with healthy food choices offered in the cafeteria in the School;

iv. Partner with a local restaurant/chef to support the Program with tastings, cooking classes and events on mutually acceptable terms with the Wellness Committee;

v. WITS may provide additional wellness activities to the School from and after approval of this agreement, which may include, without limitation, a WITS Cafe Day with a local chef, WITS culinary and/or nutrition classes, and WITS FIT BITS (fitness breaks), each on mutually acceptable terms with the Wellness Committee; and

vi. Liaise with and provide support to parents, students, and staff of the School, in an attempt to help the School obtain an optimal experience in WITS's implementation of the Program.

2. **Agreement of the School.** Upon the terms and subject to the conditions hereof, the School agrees that, for the duration of this Agreement, it shall:

a. Create upon approval of this agreement, and maintain, a school-based wellness committee that meets each month during each of the academic school year, is given

express authority by the School to undertake the actions or provide direction to School personnel to undertake the actions or actions relating to such actions described herein or otherwise agreed to by the Parties, and shall consist of parents of current students who attend the School, School staff and administration and current students who attend the School, as appropriate (the “**Wellness Committee**”);

b. Designate a liaison on the Wellness Committee who shall be responsible for working closely with the WITS Professional and for scheduling, organizing and presiding over monthly Wellness Committee meetings with parents, students, and other interested members of the School community; and

c. Use its best efforts to commit to, and to make, the School a healthier place for its students to nourish their minds and bodies, including without limitation provide WITS with the resources, such as sufficient facilities and School personnel, if available, that WITS requests in order to successfully implement the Program.