



TEXAS DEPARTMENT OF AGRICULTURE AMENDMENT NO. 1

GRANT RECIPIENT	El Pasoans Fighting Hunger		
AGREEMENT NUMBER	FND-PR9650-FY2025		
GRANT PROGRAM	Commercial Warehouse and Food Distribution Services – Region 7		
PROJECT TITLE	USDA Foods		
PERFORMANCE PERIOD/ AGREEMENT TERM	June 1, 2026	through	May 31, 2027

Whereas, the Texas Department of Agriculture (TDA) and the undersigned Grantee, El Pasoans Fighting Hunger located at 9541 Plaza Circle, El Paso, Texas 79927 (collectively, the Parties), entered into a Grant Agreement designated as TDA Grant Agreement No. FND-PR9650-FY2025 for Commercial Warehouse and Food Distribution Services for United States Department of Agriculture (USDA) Foods;

Whereas, the Grant Agreement has an initial agreement term commencing on July 1, 2025 and ending on May 31, 2026;

Whereas, TDA seeks to exercise its one option to renew the Grant Agreement for an additional one-year term;

Whereas, this renewal is essential to maintain Warehouse and Food Distribution Services for USDA Food purchases to School Food Authorities (SFAs) throughout the State of Texas;

Whereas, TDA seeks to initiate a change to the Project Title;

Whereas, TDA seeks to remove the term Contracting Entity and replace it with the term School Food Authority; and

Whereas, TDA seeks to provide for a price adjustment to the Delivery Rates based on the Consumer Price Index for all Urban Consumers (CPI-U) published February 13, 2026.

Now, therefore, in consideration of the foregoing, it is mutually understood and agreed by the Parties to amend the Grant Agreement, effective on the date of TDA's official signature, as follows:

- I. Pursuant to Exhibit A, Section 3 of the Grant Agreement, this Grant Agreement is renewed for an additional one-year renewal term (Option Year 1), commencing June 1, 2026, through May 31, 2027, unless terminated earlier pursuant to the provisions of the Grant Agreement. No options to renew remain under the Grant Agreement.
- II. The Project Title has been modified to remove "& Commodity Operations". The Project Title for the Grant Agreement will be designated as USDA Foods. All references to "Commodity Operations" is hereby deleted in its entirety to align with USDA terminology.
- III. The term Contracting Entity will no longer be used in the Grant Agreement, and it will be replaced by the term School Food Authority in all future documentation to align with USDA terminology.

- IV. The parties agree that this amendment shall enact a price adjustment to the Delivery Rates, as amended in Exhibit B.1 Price Sheet attached hereto.

Such price adjustment shall commence upon renewal, June 1, 2026, and is based on the CPI-U published by the U.S. Bureau of Labor Statistics and calculated as follows:

CPI-U Values	
CPI Feb 2025:	319.08
CPI Feb 2026:	325.52
Allowable Increase:	2.02%

Formula:	$\frac{\text{CPI-U 2026} - \text{CPI-U 2025}}{\text{CPI-U 2025}} \times 100 = \text{Maximum Allowable \% Increase}$
Calculation:	$\frac{325.52 - 319.08}{319.08} \times 100 = \mathbf{2.02\%}$

- V. There will be no direct funding to Grantee from TDA under the Grant Agreement or this Amendment No. 1. Grantee shall be paid by the applicable regional SFA for the Commercial Warehouse and Food Distribution Services of USDA Foods, pursuant to the approved specified rates for their region listed within the Grant Agreement as Exhibit B.1 Price Sheet attached hereto.
- VI. Neither the terms of this Amendment No. 1 mentioned above, nor any conduct by a TDA representative under the Grant Agreement shall be considered a waiver of any common law, constitutional, statutory defenses or limitations that would otherwise apply to the Grant Agreement or this Amendment, including sovereign immunity to suit.
- VII. All oral and written agreements between the Parties relating to the subject matter of this Amendment No. 1 mentioned above have been reduced to writing and are contained herein. Except as specifically amended herein, the Grant Agreement remains in full force and effect. If there is a conflict between this Amendment No. 1 and the Grant Agreement, the terms of this Amendment No. 1 shall prevail.
- VIII. Each person signing this Amendment No. 1 represents and warrants that he or she is authorized to execute and bind such party to this Amendment. If the individual lacks such authority, this Amendment No. 1 shall be null and void and of no force whatsoever.

In witness thereof, the Parties hereby execute this Amendment to be effective as of the date of the last signature.

GRANT RECIPIENT	GRANTOR
EL PASOANS FIGHTING HUNGER	TEXAS DEPARTMENT OF AGRICULTURE Food and Nutrition Division
9541 Plaza Circle El Paso, Texas 79927	1700 N Congress Ave Austin, TX 78701
AUTHORIZED SIGNATORY/AUTHORITY TO BIND Each person signing the Grant Agreement certifies that he or she is authorized by the Grantor and Grantee / Grant Recipient to sign and execute the Amendment and to bind such party to its terms, performances, and conditions.	
BY (AUTHORIZED SIGNATURE): Signed by: 	BY (AUTHORIZED SIGNATURE): DocuSigned by: 
PRINTED NAME AND TITLE OF PERSON SIGNING: Kris Yagel, Interim CEO	PRINTED NAME AND TITLE OF PERSON SIGNING: Terry Keel, Deputy Commissioner
DATE SIGNED: 3/24/2026	DATE SIGNED: 3/25/2026

Exhibit B.1
Price Sheet

Rate Schedule		
Private Storage and Pick-Up Fees		
Region 7		
a.	Per case price for Dry Storage at Subrecipient’s Warehouse (after 45 days) of USDA Foods and Processed commodities	\$ 0.90
b.	Per case price for Chilled Storage at Subrecipient’s Warehouse (after 45 days) of USDA Foods and Processed commodities	\$ 0.95
c.	Per case price for Frozen Storage at Subrecipient’s Warehouse (after 45 days) of USDA Foods and Processed commodities	\$ 1.00
d.	Per case price for pick-up by a Recipient Agency (also known as CE) at Subrecipient’s Warehouse	\$ 1.40
e.	Per case price for handling USDA Foods Delivered	\$ -

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**Rate Schedule
Delivery Service
Region 7**

Minimum Case Delivery Requirement*:

(If Applicable)

N/A

Note*:

(If Applicable)

Case(s)			Delivery Rates			Case(s)			Delivery Rates			Case(s)			Delivery Rates		
	1		\$		22.47		41		\$		5.44		81		\$		5.06
	2		\$		17.98		42		\$		5.44		82		\$		5.06
	3		\$		13.48		43		\$		5.44		83		\$		5.06
	4		\$		10.11		44		\$		5.44		84		\$		5.06
	5		\$		7.87		45		\$		5.39		85		\$		5.06
	6		\$		6.74		46		\$		5.39		86		\$		5.06
	7		\$		6.46		47		\$		5.39		87		\$		5.06
	8		\$		6.18		48		\$		5.39		88		\$		5.06
	9		\$		6.18		49		\$		5.39		89		\$		5.06
	10		\$		5.90		50		\$		5.34		90		\$		5.06
	11		\$		5.90		51		\$		5.34		91		\$		5.06
	12		\$		5.90		52		\$		5.34		92		\$		5.06
	13		\$		5.90		53		\$		5.34		93		\$		5.06
	14		\$		5.90		54		\$		5.34		94		\$		5.06
	15		\$		5.79		55		\$		5.28		95		\$		5.06
	16		\$		5.79		56		\$		5.28		96		\$		5.06
	17		\$		5.79		57		\$		5.28		97		\$		5.06
	18		\$		5.79		58		\$		5.28		98		\$		5.06
	19		\$		5.79		59		\$		5.28		99		\$		5.06
	20		\$		5.67		60		\$		5.22		100		\$		4.94
	21		\$		5.67		61		\$		5.22		150		\$		4.94
	22		\$		5.67		62		\$		5.22		200		\$		4.77
	23		\$		5.67		63		\$		5.22		250		\$		4.77
	24		\$		5.67		64		\$		5.22		300		\$		4.77
	25		\$		5.62		65		\$		5.17		350		\$		4.77
	26		\$		5.62		66		\$		5.17		400		\$		4.77
	27		\$		5.62		67		\$		5.17		450		\$		4.77
	28		\$		5.62		68		\$		5.17		500		\$		4.60
	29		\$		5.62		69		\$		5.17		600		\$		4.60
	30		\$		5.56		70		\$		5.11		700		\$		4.60
	31		\$		5.56		71		\$		5.11		800		\$		4.60
	32		\$		5.56		72		\$		5.11		900		\$		4.60
	33		\$		5.56		73		\$		5.11		1000		\$		4.49
	34		\$		5.56		74		\$		5.11		1200		\$		4.49

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Case(s)			Delivery Rates			Case(s)			Delivery Rates			Case(s)			Delivery Rates	
	35		\$	5.51			75		\$	5.06			1400		\$	4.49
	36		\$	5.51			76		\$	5.06			1600		\$	4.49
	37		\$	5.51			77		\$	5.06			1800		\$	4.49
	38		\$	5.51			78		\$	5.06			2000		\$	4.49
	39		\$	5.51			79		\$	5.06			2000+		\$	4.32
	40		\$	5.44			80		\$	5.06						

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