

**AMENDMENT NO. 1
TO
TDA CONTRACT 5510000149-02-FND
BETWEEN
STATE OF TEXAS, ACTING BY AND THROUGH TEXAS DEPARTMENT OF AGRICULTURE
AND
San Antonio Food Bank
Region 4**

Whereas, the Texas Department of Agriculture (TDA) and the undersigned Contractor, San Antonio Food Bank located at 5200 W Old US Hwy 90, San Antonio, Texas, 78227 (collectively, the Parties), entered into a contract designated as TDA Contract No. 5510000149-02-FND for delivery and warehousing of United States Department of Agriculture (USDA) foods, with an effective date of June 1, 2024

Whereas, the Contract has an initial contract term ending on May 31, 2025

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

- I. Pursuant to Article II of the Contract, this Contract is renewed for an additional one-year renewal term (Option Year 1), commencing June 1, 2025, through May 31, 2026. The Parties may renew the Contract for three additional one-year term, subject to available funding and appropriations.

- II. **PAYMENT UNDER THE CONTRACT**
There will be no direct funding provided from TDA to Contractor under the Contract or this Amendment. Contractor shall be paid by the applicable regional Contracting Entity (CE) according to the approved specified rates outlined in Exhibit C1.2 for the corresponding region. Contractor shall store and deliver USDA Foods, pursuant to the Contract, at the rates listed in this Amendment.

III. **RATE SCHEDULE**

This Amendment shall enact a price adjustment commencing on June 1, 2025, based on the percentage change in the Consumer Price Index for All Urban Consumers (CPI-U), as published by the U.S. Bureau of Labor Statistics. The adjustment shall be calculated by comparing the CPI-U for February of the prior year to the CPI-U for February of the current year. The following formula shall be as follows:

$\frac{CPI\ 2025 - CPI\ 2024}{CPI\ 2024} \times 100 = \text{Maximum allowable percent change}$
<ul style="list-style-type: none">CPI for February 2024: 310.326CPI for February 2025: 319.082
$\frac{319.082 - 310.326}{310.326} \times 100 = 2.82\%$

In calculating this formula:

- (1) "CPI 2025 " is the index value published by the BLS in February 2025;*
- (2) "CPI 2024" is the index value published by the BLS in February 2024; and*
- (3) "2.82%" is the maximum allowable percentage increase permitted by the CPI calculation.*

- IV. **Appendix I of Contract No. 5510000149-02-FND, Section 5.2.G.iii, Storage temperature requirements,** is hereby updated and restated in its entirety as follows:

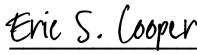
For dry storage for canned items and other USDA Foods, temperatures between 50 and 70 degrees Fahrenheit are recommended per industry standards. Temperatures for dry storage of canned and other USDA Foods shall not exceed 85 degrees. The dry storage area must be well ventilated with forced air.

- V. Neither the terms of this Amendment No. 1 mentioned above nor any conduct by a TDA representative under the Contract shall be considered a waiver of any common law, constitutional or statutory defenses or limitations that would otherwise apply to the Contract or this Amendment, including sovereign immunity to suit.
- VI. Each person signing this Amendment No. 1 mentioned above 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 mentioned above shall be null and void and of no force whatsoever.
- 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 Contract, remains in full force and effect.

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

San Antonio Food Bank

Typed Name: Eric S. Cooper

Signed by:

E78AFD9483FB4BD
Authorized Signature

Typed Title: President & CEO

Date: 6/3/2025

The State of Texas, acting by and through the Texas Department of Agriculture

DocuSigned by:

Terry Keel
672743D1FE8E445...
Terry Keel, Deputy Commissioner

Date: 6/3/2025

**Texas Department of Agriculture
Contract No. 5510000149-02-FND
Amendment No. 1, Exhibit C1.2**

Schedule of Rates for Delivery Service

Co. Name: San Antonio Food Bank

Region # 4

Cases (s)	Delivery Rates	Cases (s)	Delivery Rates	Cases (s)	Delivery Rates
1	\$7.51	43	\$4.47	85	\$3.84
2	\$6.82	44	\$4.47	86	\$3.81
3	\$6.31	45	\$4.45	87	\$3.81
4	\$5.89	46	\$4.45	88	\$3.77
5	\$5.59	47	\$4.43	89	\$3.77
6	\$5.32	48	\$4.43	90	\$3.75
7	\$5.32	49	\$4.41	91	\$3.75
8	\$5.12	50	\$4.41	92	\$3.75
9	\$5.12	51	\$4.39	93	\$3.72
10	\$5.12	52	\$4.39	94	\$3.72
11	\$4.97	53	\$4.36	95	\$3.72
12	\$4.97	54	\$4.33	96	\$3.68
13	\$4.97	55	\$4.33	97	\$3.68
14	\$4.88	56	\$4.29	98	\$3.68
15	\$4.88	57	\$4.29	99	\$3.66
16	\$4.79	58	\$4.26	100	\$3.66
17	\$4.79	59	\$4.26	150	\$3.66
18	\$4.75	60	\$4.24	200	\$3.63
19	\$4.75	61	\$4.24	250	\$3.63
20	\$4.75	62	\$4.20	300	\$3.63
21	\$4.73	63	\$4.20	350	\$3.60
22	\$4.73	64	\$4.16	400	\$3.60
23	\$4.71	65	\$4.16	450	\$3.60
24	\$4.71	66	\$4.12	500	\$3.57
25	\$4.68	67	\$4.12	600	\$3.57
26	\$4.68	68	\$4.09	700	\$3.57
27	\$4.65	69	\$4.09	800	\$3.57
28	\$4.65	70	\$4.06	900	\$3.55
29	\$4.63	71	\$4.06	1000	\$3.55

Cases (s)	Delivery Rates
30	\$4.63
31	\$4.61
32	\$4.61
33	\$4.59
34	\$4.59
35	\$4.58
36	\$4.58
37	\$4.55
38	\$4.55
39	\$4.52
40	\$4.52
41	\$4.50
42	\$4.50

Cases (s)	Delivery Rates
72	\$4.03
73	\$4.03
74	\$4.00
75	\$4.00
76	\$3.97
77	\$3.97
78	\$3.93
79	\$3.93
80	\$3.91
81	\$3.91
82	\$3.88
83	\$3.88
84	\$3.84

Cases (s)	Delivery Rates
1200	\$3.55
1400	\$3.55
1600	\$3.52
1800	\$3.52
2000	\$3.52
2000+	\$3.52