

**FIRST AMENDMENT
to the
2023 AGREEMENT**

This First Amendment to the 2023 Agreement between the **CITY OF COLUMBIA** ("CITY"), and The Food Bank for Central & Northeast Missouri, Inc. ("Provider") is made as of the date of the last signatory noted below ("Amendment Effective Date").

RECITALS

- A. WHEREAS, on December 5, 2023, CITY and Provider entered into an Agreement for food distribution services ("2023 Agreement"); and
- B. WHEREAS, the Parties hereto desire to formally amend the 2023 Agreement with this First Amendment (hereinafter "First Amendment") and desire to be bound by the terms contained in the 2023 Agreement as amended or supplemented by those terms contained in this First Amendment.

AMENDMENT

NOW, THEREFORE, in consideration of the mutual benefit to be derived by the parties, it is agreed to amend the 2023 Agreement, as follows:

- 1. Section 9 of the 2023 Agreement shall be removed and replaced with the following:

"9. COSTS NOT TO EXCEED. Pursuant to the pricing in Exhibit A, total payment for the services and all other expenses and costs to the City under this Agreement and described herein shall not exceed six hundred thirty-three thousand, three hundred thirty-three dollars and thirty-three cents (\$633,333.33)."
- 2. Exhibit A to the 2023 Agreement shall be amended to remove the following columns of information: Amount not to Exceed and Number of Units of Service."
- 3. All other terms of the 2023 Agreement shall remain unchanged and in full force and effect.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have duly executed this First Amendment to the 2023 Agreement, on the day and year last written below.

CITY OF COLUMBIA, MISSOURI

By: _____
De'Carlton Seewood, City Manager
Date: _____

5/18

ATTEST:

By: _____
Sheela Amin, City Clerk

APPROVED AS TO FORM:

By: _____
Nancy Thompson, City Counselor/rw

CERTIFICATION: I, hereby certify that this contract is within the purpose of the appropriation to which it is to be charged, Account Number 11008500-504990 and that there is an unencumbered balance to the credit of such appropriation sufficient to pay therefor for the initial term.

By: _____
Matthew Lue, Finance Director

The Food Bank for Central & Northeast Missouri, Inc.

By: Lindsay Lopez
Lindsay Lopez, President and CEO
Date 9/10/2024