STATE OF TEXAS §

SCOUNTY OF FORT BEND §

SECOND AMENDMENT TO AGREEMENT FOR NUTRITION PROGRAM SUPPORT SERVICES (PHASE III) TEXAS BLACK EXPO, INC

THIS SECOND AMENDMENT, is made and entered into by and between Fort Bend County (hereinafter "County"), a body corporate and politic under the laws of the State of Texas, and Texas Black Expo, Inc., (hereinafter "Contractor"), a non-profit Texas corporation.

WHEREAS, the parties executed and accepted that certain Agreement for Nutrition Program Support Services (PHASE III) on May 25, 2021, (hereinafter "Agreement"), as amended by document executed on December 7, 2021, (hereinafter "First Amendment"); and

WHEREAS, the parties desire to further amend the Agreement to increase the Maximum Compensation payable under the Agreement.

NOW, THEREFORE, the parties do mutually agree as follows:

- 1. The County shall pay the Contractor an additional amount not to exceed two million dollars and no/100 (\$2,000,000.00) to perform the Services under the Agreement.
- 2. The Maximum Compensation payable to Contractor for all Services to be rendered is hereby increased to an amount not to exceed seven million dollars and no/100 (\$7,000,000.00), authorized as follows:
 - \$5,000,000.00 under the Agreement; \$0.00 under the First Amendment; and \$2,000,000.00 under this Second Amendment.
- 3. In no case shall the amount paid by the County for all Services under the Agreement and any subsequently executed Amendment exceed the Maximum Compensation without further agreement executed by the parties.

Except as provided herein, all terms and conditions of the Agreement and the First Amendment shall remain unchanged.

Execution page follows

Second Amendment to Agreement for Nutrition Program Support Services
(Phase III)
Texas Black Expo, Inc.
Page 1 of 2

FORT BEND COUNTY County Judge KP George KP George, County Judge	TEXAS BLACK EXPO, INC Authorized Agent – Signature
January 11, 2022 Date	Authorized Agent – Printed Name
ATTEST: Aura Richard, County Clerk	President Title 1-11-22 Date
AUDITOR'S	CERTIFICATE
I hereby certify that funds are avail accomplish and pay the obligation of Fort B	Rable in the amount of \$\frac{7,000,000.00}{7,000,000.00} to the send County under this contract. Robert Ed Sturdivant, County Auditor

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