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	Resolution No
STATE OF TEXAS	<b>§</b>
COUNTY OF DENTON	<b>§</b>

# FIRST AMENDMENT TO THE AGREEMENT BETWEEN THE CITY OF LEWISVILLE AND BOYS & GIRLS CLUBS OF GREATER TARRANT COUNTY, INC.

THIS FIRST AMENDMENT (the "First Amendment") entered into this \_\_ day of June, 2025 by and between the City of Lewisville (herein called the "City") and Boys & Girls Clubs of Greater Tarrant County, Inc., a Texas nonprofit corporation (herein called the "Agency") (collectively, the "Parties") amends the Agreement entered into between the Agency and the City on June 17, 2024 (the "Agreement", attached hereto as **Exhibit A**).

WHEREAS, the City Council determined there were gaps in federal funding provided for responding to the COVID-19 pandemic, including gaps in aiding food insecurity and allocated funding toward alleviating food insecurity in order to help fill this funding gap; and

**WHEREAS**, the City entered into the Agreement (**Exhibit A**) in order to allocate grant funds to the Agency to support the operations and management of a food pantry in Lewisville, including one year of rent and food purchased from sources other than the North Texas Food Bank for a term beginning on the 1<sup>st</sup> day of July, 2024 and ending June 30, 2025; and

WHEREAS, Section VII.I of the Agreement allows for the modification thereof through a written instrument signed by both Parties or their duly authorized agents; and

**WHEREAS**, to reflect recent changes in federal programming that may impact the supply of food available to the Agency from local food banks, the Parties wish to amend the Agreement to extend the time of performance and allow the Agency to use remaining funds under this Agreement allocated for eligible food purchases until December 31, 2025; and

**WHEREAS**, the extension of time of performance and use of funds is for eligible food purchases only, and subsidization of rent shall still cease to be an eligible expense for reimbursement on the original date of June 30, 2025.

**NOW, THEREFORE**, it is agreed between the Parties hereto that the following amendments shall be made to the Agreement:

- I. <u>RECITALS</u>. The above and foregoing recitals are true and correct and are incorporated herein and made a part hereof for all purposes.
- II. <u>DEFINITIONS</u>. Capitalized terms used in this First Amendment and not otherwise defined herein shall have the respective meanings assigned to such terms in the Agreement.
- III. AMENDMENTS TO THE AGREEMENT

A. Section III of the Agreement, "Time of Performance," is hereby deleted in its entirety and replaced with the following:

#### "III. TIME OF PERFORMANCE

The services funded by the City shall be undertaken by the Agency within the following time frame:

#### JULY 1, 2024 THROUGH DECEMBER 31, 2025"

B. Section V of the Agreement, "Evaluation," is hereby deleted in its entirety and replaced with the following:

#### "V. EVALUATION

- A. The Agency agrees to make its financial records available for review by the City at the City's discretion.
- B. The Agency agrees to provide a copy of the Lease between Agency and Landlord no later than 30 days after the execution of this Agreement.
- C. The Agency agrees to provide the City the following data and/or reports no later than the 15<sup>th</sup> of the reporting month containing the previous Month's data:
  - 1. Number of clients served who are Lewisville residents.
  - 2. Number of pounds of food distributed per Client.
  - 3. Invoice of detailed expenditures for services provided under this Agreement to Clients and services provided to all households, including but not limited to non-Lewisville residents.
  - 4. Receipt of rental payment to Serve Lewisville for the food pantry space, only for the initial 12 months where the Agency is requesting reimbursement for rent as described in Section I, above.
  - 5. Receipts of eligible food expenses as defined in Section I, above."
- IV. <u>AMENDMENTS AND WAIVERS</u>. This First Amendment may be modified or rescinded only by a writing signed by both of the Parties or their duly authorized agents.
- V. <u>NOTICES</u>. Communication and details concerning this First Amendment shall be directed to the following representatives:

<u>City</u> <u>Agency</u>

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Rachel Hiles, Grants Specialist City of Lewisville 151 West Church Street P.O. Box 299002 Lewisville, TX 75029 (972) 219-5026

Email: rhiles@cityoflewisville.com

Daphne Barlow Stigliano, CEO & President Boys & Girls Clubs of Greater Tarrant County, Inc. 75-0808785 3218 E Belknap St Fort Worth, TX 76111 (918) 834-4711

Email: daphne@bgcgtc.org

- VI. <u>SEVERABILITY</u>. In case any one or more of the provisions contained in this First Amendment shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof or any other provision of the Agreement, and this First Amendment shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.
- VII. <u>SUCCESSORS AND ASSIGNS</u>. This First Amendment shall be binding upon the parties hereto and their respective permitted successors and assigns and shall inure to the benefit of the Parties hereto and their permitted successors and assigns.
- VIII. <u>COUNTERPARTS</u>. This First Amendment may be executed in multiple counterparts, each of which shall constitute an original, but all of which in the aggregate shall constitute one agreement.
- IX. <u>EFFECT ON AGREEMENT: INTEGRATION</u>. Except as specifically amended by this First Amendment, all other terms and provisions of the Agreement shall remain in full force and effect, and as applicable, shall apply to this First Amendment. In the event of any conflict or inconsistency between this First Amendment and the Agreement, the terms and provisions of this First Amendment shall govern and prevail to the extent necessary to resolve such conflict or inconsistency.
- X. <u>EFFECTIVE DATE</u>. The effective date of this First Amendment shall be the date of execution of this First Amendment.
- XI. <u>AUTHORIZATION</u>. This First Amendment was authorized by action of the City Council of the City of Lewisville, authorizing the City Manager to execute the First Amendment on behalf of the City.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

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IN WITNESS WHEREOF, the Parties have executed this First Amendment to the Agreement as of June July, 2025.	
City of Lewisville, Texas  By: Claire Powell, City Manager	Boys & Girls Clubs of Greater Tarrant County, Inc.  By: Daphno Barlow Styliano  Daphne Barlow Stigliano, CEO & President
Attest: Jennifer Malone-Ippolito, City Secretary	
APPROVED AS TO FORM	
Lizbeth Plaster, City Attorney	

# EXHIBIT A AGREEMENT EXECUTED JUNE 17, 2024

## First Amendment Food Insecurity Grant

Final Audit Report 2025-07-01

Created: 2025-07-01

By: Jen Nader (jnader@bgcgtc.org)

Status: Signed

Transaction ID: CBJCHBCAABAA4UtgoXBAvfJnvzofJmRtTyKKCpoTltNC

### "First Amendment Food Insecurity Grant" History

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