

Resolution No. _____

STATE OF TEXAS §

COUNTY OF DENTON §

**FIRST AMENDMENT TO THE AGREEMENT BETWEEN THE CITY OF LEWISVILLE
AND
SERVE LEWISVILLE, INC.**

THIS FIRST AMENDMENT (the “First Amendment”) entered into this 16th day of December, 2024 by and between the City of Lewisville (herein called the “City”) Serve Lewisville, Inc. (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 of Lewisville recognizes the need and allocated grant monies to assist nonprofit organizations that provide backbone support to organizations who directly service predominantly Lewisville residents; and

WHEREAS, the City entered into the Agreement (**Exhibit A**) in order to allocate grant funds to the Agency to support certain functions of an Operations Director position at the Agency for a term beginning on the 1st day of July, 2024 and ending June 30, 2025; and

WHEREAS, Section VIII.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 the transition of the Agreement-supported functions of the Operations Director role to a Chief Operating Officer role, the Parties wish to amend the Agreement to reflect the new position title throughout and update the rate per hour that the City will reimburse the Agency for eligible expenses to be provided under the Agreement.

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

I. **DEFINITIONS**. Capitalized terms used in this First Amendment and not otherwise defined herein shall have the respective meanings assigned to such terms in the Agreement.

II. **AMENDMENTS TO THE AGREEMENT**

A. Section II of the Agreement, “Services Provided By Agency,” is hereby deleted in its entirety and replaced with the following:

“II. SERVICES PROVIDED BY AGENCY

The Agency shall in a satisfactory and proper manner perform the following tasks for which the monies provided by the City may be used:

- a. Agency shall promote collaboration by hosting a minimum of five (5) meetings between Tenants and Affiliates (Collaboration Meetings) during the Term (hereinafter defined). The final 25% of the allocated funding will not be disbursed, regardless of hours, until the last of the five (5) meetings has been held and reported.
- b. The Chief Operating Officer shall supervise, collect data, plan and host the Collaboration Meetings, ensure safety at the Property, coordinate building maintenance of the Property, coordinate the Agency's budget, coordinate relationship management, coordinate space utilization, and grow Tenants and Affiliates' capacity through connecting Affiliates, Tenants and other nonprofit organizations and through education and training, as further described in the requirements of the Chief Operating Officer Job Description (Attachment A).

Eligible expenses are a portion of the staffing costs for the Chief Operating Officer position, as set forth herein. The City will reimburse Agency based on the Chief Operating Officer's hours spent on supervision, data collection, ensuring safety in the building, building maintenance, budget and relationship management, space utilization, connecting nonprofit organizations, education and training, and planning and/or hosting Collaboration Meetings and events with Tenants and Affiliates ("Eligible Activities").

The City will reimburse the Agency for eligible expenses at a rate of \$40.87 per hour, based on the Chief Operating Officer minimum yearly salary of \$85,000, with a minimum of 612 hours spent on Eligible Activities reported and five (5) Collaboration Meetings held during the Term to qualify for full reimbursement. Subject to the terms and conditions of this Agreement, City will reimburse Agency based on the actual number of hours spent on Eligible Activities, which total disbursement shall not exceed the total funding set forth in section V.E., below.

Agency's performance under this Agreement may be used to form baseline measures for any future or additional funding if awarded."

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

"The Agency agrees to participate in the requirements outlined in the City of Lewisville City Fund Monitoring Guide (City has copy available for review or reproduction). The Agency agrees to make available its financial records for review by the City at the City's discretion. In addition, the Agency agrees to provide the City the following data and/or reports no later than the 15th of each month during the Term regarding the previous month's data:

A. Backbone Support Monthly Report (Attachment C)

B. Timesheets for Chief Operating Officer

C. Request for Reimbursement

Forms for these reports will be available on and submitted through the City's online grants portal. Multiple failures to submit timely reports will be reflected in the Agency file and may be considered during the consideration of Renewal Terms.

C. Attachment A to the Agreement, "Job Description for Operations Director," is hereby deleted in its entirety and replaced with the Job Description for Chief Operating Officer attached hereto as **Exhibit B**.

III. AMENDMENTS AND WAIVERS. This First Amendment may be modified or rescinded only by a writing signed by both of the Parties or their duly authorized agents.

IV. NOTICES. Communication and details concerning this First Amendment shall be directed to the following representatives:

Grantee
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

Agency
Pat Smith, Chief Executive Officer
Serve Lewisville, Inc.
92-0396231
1001 S. Edmonds Ln.
Lewisville, TX 75067
(972) 585-5657
Email: psmith@servedenton.org

V. SEVERABILITY. 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.

VI. SUCCESSORS AND ASSIGNS. 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.

VII. COUNTERPARTS. 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.

VIII. EFFECT ON AGREEMENT; INTEGRATION. 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.

IX. EFFECTIVE DATE. The effective date of this First Amendment shall be the date of execution of this First Amendment.

X. AUTHORIZATION. 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.

IN WITNESS WHEREOF, the Parties have executed this First Amendment to the Agreement as of December 16, 2024.

City of Lewisville

By: _____
Claire Powell, City Manager

Serve Lewisville, Inc.
By:  _____
Pat Smith, Chief Executive Officer

Attest: _____
Thomas Harris III, City Secretary

APPROVED AS TO FORM

Lizbeth Plaster, City Attorney

EXHIBIT A
AGREEMENT EXECUTED JUNE 17, 2024

Resolution No. **0668-24-RES**

THE STATE OF TEXAS

§

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COUNTY OF DENTON

§

**AGREEMENT BETWEEN THE
CITY OF LEWISVILLE, TEXAS AND
SERVE LEWISVILLE, INC.**

This Agreement is entered into by and between the City of Lewisville, Texas, a home rule municipal corporation (the "City") and Serve Lewisville, Inc., a Texas nonprofit corporation (the "Agency") (collectively, the "Parties").

WHEREAS, backbone support is a collective impact effort that aligns individual entities through communication, collaboration, and innovation in order to strategically accomplish systems level improvements in their network of expertise; and

WHEREAS, nonprofit backbone support organizations provide backbone support to build and increase system-level capacity for organizations, including but not limited to nonprofits and governmental entities, who directly service residents in order to improve support and services available to residents through these organizations; and

WHEREAS, a backbone support organization helps maintain overall strategic coherence for multiple organizations and coordinates and manages strategic operations and implementation of work, including stakeholder engagement, communications, data collection and analysis, and other responsibilities; and

WHEREAS, the City recognizes the need to assist nonprofit organizations that provide backbone support to organizations who directly service predominantly Lewisville residents; and

WHEREAS, the City approved a grant to support certain functions of an Operations Director position for the office building operated by the Agency at 1001 Edmonds Lane, Lewisville, Texas ("Property"), the primary purpose of which is to lease office space and provide administrative support to Agency-board-approved nonprofit organizations whose services based out of the Property will be predominantly serving Lewisville residents ("Tenants"); and

WHEREAS, the City Council finds that the backbone support provided by the Agency under this Agreement is beneficial to the residents of the City and serves a valid public purpose by supporting the Operations Director position which serves Tenants and organizations that pay an annual fee to Serve Lewisville in order to use shared spaces and services on the Property to predominantly serve Lewisville residents but do not lease

space ("Affiliates"), helping Tenants build capacity and promote the health, safety, and welfare of Lewisville residents by allowing the Tenants to save on overhead costs and reallocate savings to direct services, and promoting collaboration between Tenants and Affiliates to reduce service duplication and streamline access for those seeking assistance; and

WHEREAS, the City has determined that this Agreement contains sufficient controls to ensure that the above-stated public purposes are carried out in all transactions involving the use of public funds and resources; and

WHEREAS, the City has determined that the Agency merits assistance and has allocated \$25,000 in its budget for a grant to the Agency.

NOW, THEREFORE, the Parties hereto mutually agree as follows:

I. RECITALS INCORPORATED

The foregoing recitals stated above shall be and are hereby incorporated in this Section I as if said recitals were fully set forth herein.

II. SERVICES PROVIDED BY AGENCY

The Agency shall in a satisfactory and proper manner perform the following tasks for which the monies provided by the City may be used:

- A. Agency shall promote collaboration by hosting a minimum of four (4) meetings between Tenants and Affiliates (Collaboration Meetings) during the Term (hereinafter defined). The final 25% of the allocated funding will not be disbursed, regardless of hours, until the last of the four (4) meetings has been held and reported.
- B. The Operations Director shall supervise, collect data, plan and host the Collaboration Meetings, ensure safety at the Property, coordinate building maintenance of the Property, coordinate the Agency's budget, coordinate relationship management, coordinate space utilization, and grow Tenants and Affiliates' capacity through connecting Affiliates, Tenants and other nonprofit organizations and through education and training, as further described in the requirements of the Operations Director Job Description (Attachment A).

Eligible expenses are a portion of the staffing costs for the Operations Director position, as set forth herein. The City will reimburse Agency based on the Operation Director's hours spent on supervision, data collection, ensuring safety in the building, building maintenance, budget and relationship management, space utilization, connecting nonprofit organizations, education and training, and planning and/or hosting Collaboration Meetings and events with Tenants and Affiliates ("Eligible Activities").

The City will reimburse the Agency for eligible expenses at a rate of \$36.13 per hour, based on the Operations Director minimum yearly salary of \$75,160, with a minimum of 692 hours spent on Eligible Activities reported and four (4) Collaboration Meetings held during the Term to qualify for full reimbursement. Subject to the terms and conditions of this Agreement, City will reimburse Agency based on the actual number of hours spent on Eligible Activities, which total disbursement shall not exceed the total funding set forth in section V.E., below.

Agency's performance under this Agreement may be used to form baseline measures for any future or additional funding if awarded.

III. OBLIGATIONS OF AGENCY

In consideration of the receipt of funds from the City, Agency agrees to the following terms and conditions, in addition to all other terms and conditions set forth herein:

- A. Agency shall provide reports to the City on a monthly basis. See Section VI.
- B. Agency shall complete an end of year performance report within thirty (30) days of the conclusion of the timeframe set forth in Section IV.
- C. Agency shall retain all records pertinent to expenditures incurred under this Agreement for a period of three (3) years after the expiration or termination of this Agreement.
- D. Agency shall permit the Director of the City's Department of Neighborhood and Inspection Services or his designee to audit its performance and accounts upon request.
- E. Agency shall not enter into any contracts that would encumber City funds disbursed under this Agreement for a period that would extend beyond the term of this Agreement.
- F. Agency shall appoint a representative who will be available to meet with the City's Director of Finance and other city staff or officials upon request.
- G. Agency shall maintain, at its expense, insurance meeting or exceeding the requirements outlined in Attachment B – Insurance Requirements. All insurance must be reviewed and approved by the City **prior to Agency submitting the first Request for Reimbursement as outlined in Section VI, below.**

IV. TIME OF PERFORMANCE

The services set forth as eligible for reimbursement under this Agreement shall be undertaken by the Agency within the following time frame (the "Initial Term"):

JULY 1, 2024 THROUGH JUNE 30, 2025

This Agreement may be renewed for up to two (2) twelve-month terms ("Renewal Terms"), subject to the mutual written agreement of the Parties and availability of funding. The Initial Term and any Renewal Terms shall be referred to jointly as the "Term" of the Agreement. Services, including otherwise eligible services, undertaken outside of the Term will not be eligible for reimbursement.

V. METHOD AND TIMING OF PAYMENT

- A. Payment by the City for services provided hereunder will be reimbursed monthly within 21 days following timely receipt of data and reports as outlined in Section VI, below. The final 25% of allocated funding shall be reimbursed as described in Section II.A.
- B. It is expressly understood and agreed that funding under this Agreement shall be disbursed on a reimbursement basis based on the actual cost of providing the services outlined in Section II, above, for the previous month as shown in the monthly report required under Section VI, below. Reports shall be completed in a form substantially similar to the Backbone Support Monthly Report form attached hereto as Attachment C.
- C. Agency shall be responsible for all costs not identified as eligible expenses that are actual, allowable, and allocable costs for services described in Section II and are supported by adequate documentation as set forth herein. The City reserves the right to request additional documentation if necessary to ensure that reimbursement is provided only for eligible expenses.
- D. It is expressly understood that no reimbursement will be provided without the documentation required by Section VI, below, outlining the services provided by the Agency under this Agreement and the eligible expenses incurred by Agency in providing such services.
- E. It is expressly understood and agreed that in no event under the terms of this Agreement will the total funding hereunder exceed the maximum sum of **TWENTY-FIVE THOUSAND AND 00/100 DOLLARS (\$25,000)** for all the services rendered.

- F. It is expressly understood that the City reserves the right to notify the Agency if a cost does not qualify as an eligible expense identified herein and therefore does not qualify for reimbursement under this Agreement.

VI. EVALUATION

The Agency agrees to participate in the requirements outlined in the City of Lewisville City Fund Monitoring Guide (City has copy available for review or reproduction). The Agency agrees to make available its financial records for review by the City at the City's discretion. In addition, the Agency agrees to provide the City the following data and/or reports no later than the 15th of each month during the Term regarding the previous month's data:

- A. Backbone Support Monthly Report (Attachment C)
- B. Timesheets for Operations Director
- C. Request for Reimbursement

Forms for these reports will be available on and submitted through the City's online grants portal. Multiple failures to submit timely reports will be reflected in the Agency file and may be considered during the consideration of Renewal Terms.

VII. SUSPENSION OR TERMINATION

- A. The City may suspend payments to the Agency, in whole or part, or terminate this Agreement, for cause. Cause shall include but not be limited to the following:
 - 1. Agency's improper use, misuse, or inept use of funds.
 - 2. Agency's failure to comply with the terms and conditions of this Agreement, including but not limited to failure to provide services that have been identified herein as fulfilling an eligible public purpose in accordance with the requirements for such services as herein set forth.
 - 3. Agency's submission of data and/or reports that are inaccurate or incomplete in any material respect.
 - 4. In case of Force Majeure, as defined in Section VIII.L. of this Agreement, below.
- B. In case of suspension of payments, the City shall provide the Agency with written notice of such suspension and the conditions precedent to the resumption of funding and specify a reasonable date for compliance. Suspension shall become effective as of the date of such written notice.

- C. In case of termination for cause, the City shall provide the Agency with written notice of termination and the reasons therefor, and Agency shall have thirty (30) days to cure. If the cause/s of termination is/are not cured, as determined by the City Manager in her sole and absolute discretion, within thirty (30) days after the date of written notice thereof from the City, this Agreement shall terminate. The City Manager shall have the authority, but not the obligation, to extend this cure period at her sole and absolute discretion for a period up to sixty (60) additional days, if she determines that substantial progress is being made toward curing the cause/s of termination.
- D. Either party may terminate this Agreement without cause upon giving the other party sixty (60) days written notice of such termination.

VIII. MISCELLANEOUS

- A. Confidential Information. To the extent allowed by law, City will safeguard and keep from release any documents marked "proprietary" or information not generally available to the public. However, City will, if required, comply with all requirements of the Texas Public Information Act with regard to any documents in its possession at the time of a request made under that Act.
- B. Notices. Notices required by this Agreement shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this Agreement shall be addressed to the individuals indicated below, unless otherwise modified by subsequent written notice.

Communication, details, and notices concerning this Agreement shall be directed to the following representatives:

City

Rachel Hiles, Grants Specialist
City of Lewisville
151 W Church St
P.O. Box 299002
Lewisville, TX 75029
972-219-5026
rhiles@cityoflewisville.com

Agency

Pat Smith, Chief Executive Officer
Serve Lewisville, Inc.
92-0396231
1001 S. Edmonds Ln.
Lewisville, TX 75067
(972) 585-5657
psmith@servedenton.org

- C. Independent Contractor. Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the

relationship of employer/employee between the Parties. The Agency shall at all times remain an independent contractor with respect to the services to be performed under this Agreement.

- D. **Compliance with Laws.** The Agency shall comply with all applicable federal, state, and local statutes, regulations, ordinances, and other laws, including, but not limited to the Immigration Reform and Control Act (IRCA).
- E. **Indemnification, Defense, and Hold Harmless.** **THE AGENCY AGREES TO DEFEND, INDEMNIFY AND HOLD THE CITY, ITS OFFICERS, AGENTS AND EMPLOYEES, HARMLESS AGAINST ANY AND ALL CLAIMS, LAWSUITS, JUDGMENTS, COSTS AND EXPENSES FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE OR OTHER HARM FOR WHICH RECOVERY OF DAMAGES IS SOUGHT, SUFFERED BY ANY PERSON OR PERSONS, THAT MAY ARISE OUT OF OR BE OCCASIONED BY AGENCY'S BREACH OF ANY OF THESE TERMS AND CONDITIONS OR BY ANY NEGLIGENT OR STRICTLY LIABLE ACT OR OMISSION, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER COMMITTED BY AGENCY, ITS OFFICERS, AGENTS, EMPLOYEES OR SUBCONTRACTORS, IN THE PERFORMANCE OF THE SERVICES FUNDED BY THIS AGREEMENT; EXCEPT THAT THE INDEMNITY PROVIDED FOR IN THE PARAGRAPH SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE SOLE NEGLIGENCE OR FAULT OF THE CITY, ITS OFFICERS, AGENTS, EMPLOYEES OR SEPARATE CONTRACTORS, AND IN THE EVENT OF JOINT AND CONCURRING NEGLIGENCE OR FAULT OF THE AGENCY AND THE CITY, RESPONSIBILITY AND INDEMNITY, IF ANY, SHALL BE APPORTIONED IN ACCORDANCE WITH THE LAW OF THE STATE OF TEXAS, WITHOUT WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW AND THE CITY'S REASONABLE ATTORNEY'S FEES SHALL BE REIMBURSED IN PROPORTION TO THE AGENCY'S LIABILITY. THE PROVISIONS OF THIS PARAGRAPH ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND NOT INTENDED TO CREATE OR GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY.**

- F. **Governing Law and Venue.** This Agreement is governed by the laws of the State of Texas. Exclusive venue for any dispute arising out of this Agreement is in Denton County, Texas.
- G. **Governmental Immunity.** Unless otherwise required under the law, the Parties agree that the City has not waived its governmental immunity by entering into and performing their obligations under this Agreement.
- H. **Arbitration.** In the event of a dispute which may arise under this Agreement, the City does not agree to arbitration.
- I. **Amendment.** This Agreement may be modified or rescinded only by a written instrument signed by both of the Parties or their duly authorized agents.
- J. **Successors and Assigns.** Agency binds itself and its partners, successors, executors, administrators and assigns to this Agreement in respect to all covenants of this Agreement. Agency shall not assign, sublet or transfer its interest in this Agreement without the written consent of the City. Nothing herein shall be construed as giving any right or benefits hereunder to anyone other than the City and the Agency.
- K. **Severability.** If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.
- L. **Force Majeure.** If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch. The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, order of any kind of government of the United States or the State of Texas or any civil military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability.

- M. Waiver. The City's failure to act with respect to a breach by the Agency does not waive its right to act with respect to subsequent or similar breaches. The failure of the City to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.
- N. Representations. Each signatory represents this Agreement has been read by the party for which this Agreement is executed and that such party has had an opportunity to confer with its counsel.
- O. Miscellaneous Drafting Provisions. This Agreement shall be deemed drafted equally by all Parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any party shall not apply. Headings in this Agreement are for the convenience of the Parties and are not intended to be used in construing this document.
- P. Entire Agreement. This Agreement constitutes the entire agreement between the City and the Agency for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the City and the Agency with respect to this Agreement.
- Q. Closure. By signature below, the Parties to this Agreement hereby bind themselves to the terms stated herein, including all attachments referred to herein.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS THEREOF, the Parties do hereby affix their signatures and enter into this funding Agreement as of the 10th day of JUNE, 2024.

CITY OF LEWISVILLE, TEXAS

BY: _____
Claire Powell
CITY MANAGER

SERVE LEWISVILLE, INC.

BY: 
Pat Smith
CHIEF EXECUTIVE OFFICER

ATTEST: _____
Thomas Harris III, CITY SECRETARY

APPROVED AS TO FORM:

Lizbeth Plaster, CITY ATTORNEY

IN WITNESS THEREOF, the Parties do hereby affix their signatures and enter into this funding Agreement as of the 17TH day of JUNE, 2024.

CITY OF LEWISVILLE, TEXAS


SERVE LEWISVILLE, INC.

BY: 
Claire Powell
CITY MANAGER

BY: _____
Pat Smith
CHIEF EXECUTIVE OFFICER



APPROVED AS TO FORM:


Lizbeth Plaster, CITY ATTORNEY

ATTACHMENT A

JOB DESCRIPTION FOR OPERATIONS DIRECTOR

Organization Summary: Serve Lewisville is a community-based 501(c)(3) nonprofit whose mission is to partner with nonprofits to help make their services more accessible for needy people. It provides property development, management, and support services to other nonprofits to focus on their mission.

The Serve Lewisville location is 1001 Edmonds Lane, Lewisville, TX 75067. The mission of this location is to partner with the Lewisville community to help more people in need.

Position Summary: The Operations Director will be an employee of Serve Denton, located at Serve Lewisville, and support the work of both Serve Denton and Serve Lewisville. The primary job responsibility of the Operations Director is to develop and maintain positive relationships with nonprofits, churches, civic groups, and vendors. As such, the person filling this position must be positive, engaging, and able to follow through on commitments. They must also have the tenacity and drive for what it takes Serve Denton/Serve Lewisville to achieve its strategic goals.

Strategic Goals: This position plays a crucial role in fulfilling the following goals:

1. Foster colocation by developing and maintaining quality properties.
2. Promote collaboration by building a sense of value and trust.
3. Build connections through dialog with stakeholders.
4. Grow capacity through space, education, training, and shared services.

Primary Responsibilities:

1. Participate with the Board, Chief Executive Officer, and staff to think strategically about Serve Lewisville's mission and vision.
2. Lead operations to provide a high-quality experience to partners and members through exceptional customer service; setting and enforcing standards (e.g., property, safety, security, hygiene, etc.); and supporting space allocation and leasing activities.
3. Oversee support services to provide quality care to partners and members by creating center schedules, managing amenities, and ensuring staff and vendor compliance with safety and security standards.
4. Supervise Client Greeters to ensure quality properties through frequent coaching sessions.
5. Organize well-run events to build trust, encourage nonprofit staff, build relationships, and share knowledge.
6. Serve as the point person for nonprofits to help them succeed through onboarding, understanding their needs, and identifying ways to connect nonprofits.
7. Ensure "attention to detail" in property management, task management, and communication between team members to ensure seamless service.
8. Ensure the Serve Lewisville Business System is implemented in all aspects of the mission and use its performance management system to improve continuously.
9. Develop the budget with the Chief Financial Officer to ensure service functions are adequately funded using sound financial management principles.

Performance Expectations: As a management team member, this is a crucial position that helps Serve Lewisville set direction and ensure success. The individual is expected to:

1. Translate broad goals into achievable actions.
2. Tackle and solve complex problems regarding fund development.
3. Help set and manage appropriate expectations of the staff and volunteers.
4. Plan and implement fund development programs.
5. Establish strong relationships with the board, staff, volunteers, donors, and community.
6. Adhere to the highest ethical standards in management and fund development.
7. Demonstrate commitment to continued professional growth and development.
8. Be timely, dress professionally, and represent Serve Lewisville respectfully

Qualifications:

Education and Experience:

1. Bachelor's degree in any field (experience can be substituted for education).
2. Five years of experience in business or nonprofit management.

Abilities and Skills:

1. Able to identify problems and follow through on planning and implementing solutions as a team leader or member.
2. Able to demonstrate initiative and work as a team member to create a culture of growth.
3. Able to manage multiple priorities concurrently to plan and meet deadlines.
4. Able to communicate professionally and convey a positive image and attitude regarding Serve Lewisville.
5. Able to maintain a flexible work schedule to meet the demands of management.
6. Skilled in coaching and helping subordinates develop as people and professionals to ensure Serve Lewisville is a place for the "whole" person.
7. Skilled in using Microsoft Office and sending professional correspondence.
8. Skilled in active listening and ensuring people are heard.

Supervisor: Chief Executive Officer

Supervisory Responsibility: This position will supervise Client Greeters and interns.

Work Environment: This position operates in an organizational setting with moderate office noise. Some work in the evenings and on Saturdays will be required. This role routinely uses standard office equipment such as computers, phones, photocopiers, filing cabinets, and fax machines.

Physical Demands: This position has moderate physical demands that involve standing for up to an hour, walking, and lifting equipment and supplies occasionally.

Travel: This position requires up to 20% of the employee's time to travel locally.

Labor Allocation: Program: 90% Overhead: 5% Fundraising: 5%

Other Duties: This position description is not intended to cover or contain a comprehensive listing of activities, duties, or responsibilities required of the employee. Duties, obligations, and activities may change at any time, with or without notice.

Salary: As negotiated and specified in the offer letter.

The individual must be able to perform each essential duty listed above satisfactorily. The requirements represent the knowledge, skill, and ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform essential functions.

Executive Signature

Date

Employee Signature

Date

ATTACHMENT B

INSURANCE REQUIREMENTS GENERAL CONTRACTS FOR SERVICES

A. MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage "occurrence" form CG 00 01 (10 01). "Claims Made" form is unacceptable.
2. Workers' Compensation insurance as required by the Labor Code of the State of Texas, including Employers' Liability Insurance.

B. MINIMUM LIMITS OF INSURANCE

Vendor shall maintain limits throughout contract not less than:

1. Commercial General Liability: \$500,000 per occurrence/\$1,000,000 aggregate for bodily injury, personal injury and property damage. Policy will include coverage for:
 - a. Premises – Operations
 - b. Broad Form Contractual Liability
 - c. Products and Completed Operations
 - d. Personal Injury
 - e. Broad Form Property Damage
 - f. If applicable, Explosion Collapse and Underground (XCU) Coverage, Fire Damage, and Medical Expense.

NOTE: The aggregate loss limit applies to each project.

2. Workers' Compensation and Employer's Liability: Workers' Compensation Statutory limits as required by the Labor Code of the State of Texas and Employer's Liability minimum limits of \$500,000 per injury, \$500,000 per occurrence, and \$500,000 per occupational disease.

C. OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain the following provisions:

1. General Liability Coverage

- a. The City, its officers, officials, employees, Boards and Commissions and volunteers are to be added as "Additional Insured" as respects liability arising out of activities performed by or on behalf of the vendor, products and completed operations of the vendor, premises owned, occupied or used by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees or volunteers.

2. Waiver of Subrogation - All Coverages

- a. Each insurance policy required by this exhibit shall waive all rights of subrogation against the City, its officers, officials, employees, and volunteers for losses arising from work performed by the vendor for the City.

ATTACHMENT C

BACKBONE SUPPORT MONTHLY REPORT

Serve Lewisville - Backbone Support

Performance Objectives Report

Agency Name:	Serve Lewisville			
Program/Project:				
Reporting Period:		1-Jun-24	thru	30-Jun-24

	Month/Year	# of Staff Hours Charged to Grant (Attach Timesheets)	# of Tenants	# of Affiliates	# of Space Uses by Non- Tenant or Non-Affiliates
Month 1					
Month 2					
Month 3					
Month 4					
Month 5					
Month 6					
Month 7					
Month 8					
Month 9					
Month 10					
Month 11					
Month 12					
Total:		0			0

Collaboration Meetings	Meeting Date	# of Tenants and Affiliates Attended	Meeting Topic
Meeting 1			
Meeting 2			
Meeting 3			
Meeting 4			

EXHIBIT B

Attachment A – Job Description for Chief Operating Officer

Chief Operating Officer (COO)

Reports to: Chief Executive Officer (CEO)

Full Time Position, Exempt



Organization Summary: Serve Denton is a community-based 501(c)(3) nonprofit whose mission is to partner with nonprofits and communities to help them better serve people in need.

Position Summary: The Chief Operating Officer (COO) oversees all operations and property management for Serve Denton and Serve Lewisville. The primary responsibility is to develop and maintain positive relationships with nonprofits, churches, civic groups, businesses, and vendors. The COO becomes the acting CEO when that person is unavailable.

Strategic Priorities: This position plays a vital role in fulfilling all four Board priorities:

1. **Growth:** Grow in a measured way to increase impact without compromising sustainability.
2. **Sustainability:** Address near-term needs by generating new revenue in 2024-25 to meet NMTC requirements and become more sustainable by diversifying revenue sources.
3. **Succession:** Build staff stability through planning for change.
4. **Engagement:** Every board member is comfortable and competent as a Serve Denton ambassador.

Primary Responsibilities in Order of Importance:

1. **CRITICAL.** Lead operations to provide a high-quality experience to tenants (tenant focus) including setting and enforcing standards for property, safety, security, and hygiene; and managing space allocation and leasing.
2. **CRITICAL.** Oversee support services to provide quality care to tenants and clients.
3. **CRITICAL.** Direct all aspects of property development and management to provide high-quality spaces at an affordable cost to support the mission of our tenant nonprofits.
4. Organize well-run events to build trust, encourage nonprofit staff, build relationships, and share knowledge.
5. Serve as the point person for nonprofits to help them succeed through onboarding, understanding their needs, and identifying ways to connect nonprofits.
6. Ensure "attention to detail" in property management, task management, and communication between team members to ensure seamless service.
7. Ensure the Serve Denton Operating System is implemented in all aspects of the mission and use its performance management system to improve continuously.
8. Collaborate and connect with municipalities, nonprofit organizations, and community organizations to strengthen strategic partnerships.
9. Represent Serve Denton and Serve Lewisville at community events, speaking engagements, and other public forums focused on sharing our mission.
10. Cultivate and steward major donors, business partners, and event sponsors.
11. Participate with the Board, Chief Executive Officer, and staff to think strategically about Serve Denton's mission and vision.
12. Develop the budget with the Chief Financial Officer to ensure service functions are adequately funded using sound financial management principles.

Chief Operating Officer (COO)

Reports to: Chief Executive Officer (CEO)

Full Time Position, Exempt



Primary Relationships: This position reports to the Chief Executive Officer. The position coordinates with the other chiefs and directors to execute programs.

Performance Expectations: The individual is expected to:

1. Adopt the Serve Denton Operating System in performing all assigned duties.
2. Use the Plan-Do-Study-Act problem-solving method to address problems.
3. Develop collaborative and constructive relationships with staff, partners, and members.
4. Adhere to the highest ethical standards and strict confidentiality.
5. Demonstrate commitment to continued professional growth and development.
6. Translate broad goals into achievable actions.
7. Tackle and solve complex problems.
8. Help set and manage appropriate expectations of the staff and interns.
9. Establish strong relationships with other communities, donors, and businesses.
10. Adhere to the highest ethical standards.
11. Demonstrate commitment to continued professional growth and development.

Education and Experience:

1. A minimum of a Bachelor's degree in any field.
2. A minimum of eight years of business or nonprofit management experience.
3. Four years of supervisory experience.
4. Project management experience or certification.
5. Knowledge of real estate development, construction, and leasing.

Abilities and Skills:

1. Able to identify problems and follow through on planning and implementing solutions as a team leader or member.
2. Able to demonstrate initiative and work as a team member to create a culture of growth.
3. Able to manage multiple priorities concurrently to plan and meet deadlines.
4. Able to communicate professionally and convey a positive image and attitude regarding Serve Denton.
5. Able to maintain a flexible work schedule to meet the demands of management.
6. Skilled in coaching and helping subordinates develop as people and professionals to ensure Serve Denton is a place for the "whole" person.
7. Skilled in using Microsoft Office and sending professional correspondence.
8. Skilled in active listening and ensuring people are heard.

Supervisory Responsibility: This position supervises the Property Director and all operations staff.

Work Environment: This position operates in an organizational setting with moderate office noise. Site visits to construction locations will also be required. Some work in the evenings and on Saturdays will be required. This role routinely uses standard office equipment such as computers, phones, photocopiers, filing cabinets, and fax machines.

Chief Operating Officer (COO)

Reports to: Chief Executive Officer (CEO)

Full Time Position, Exempt



Physical Demands: This position has moderate physical demands that involve standing up to an hour, walking one mile, and lifting loads to thirty pounds repetitively with few breaks.

Travel: This position requires up to 20% of the employee's time in travel.

Labor Allocation: Program: 80% Overhead: 5% Fundraising: 15%

Other Duties: This position description is not designed to cover or contain a comprehensive listing of activities, duties, or responsibilities required of the employee. Duties, obligations, and activities may change at any time, with or without notice.

The individual must be able to perform each essential duty listed above satisfactorily. The requirements represent the knowledge, skill, and ability required. Reasonable accommodation may be made to enable individuals with disabilities to perform essential functions.

Employee Signature

Date

CEO Signature

Date