

**FIRST AMENDMENT
TO
THE AGREEMENT BETWEEN THE CITY OF LEWISVILLE
AND
UNITED WAY OF DENTON COUNTY INC.
FOR THE
HVAC REPLACEMENT AT UNITED WAY OF DENTON COUNTY'S MAIN OFFICE**

This First Amendment to the Agreement between the City of Lewisville and United Way of Denton County, Inc. for the HVAC Replacement at United Way of Denton County's Main Office (this "First Amendment"), is entered into by and between the City of Lewisville, Texas (the "City") and United Way of Denton County, Inc. (the "Subrecipient") (collectively the "Parties").

WITNESSETH:

WHEREAS, on February 2, 2026, City Council passed Resolution No. 0819-26-RES, authorizing the City to enter into an Agreement between the City of Lewisville and United Way of Denton County, Inc. for the HVAC Replacement at United Way of Denton County's Main Office (the "Agreement"); and

WHEREAS, the Agreement grants Community Development Block Grant (CDBG) funds to Subrecipient to replace two (2) HVAC units at United Way of Denton County's main facility to ensure continued services to Lewisville residents and related organizations; and

WHEREAS, the Parties desire to amend such Agreement in certain respects set forth herein this First Amendment in order to correct an error regarding the number of Lewisville households to be served, expand the type of entities to be served, and clarify the methods Subrecipient may utilize to provide platforms for data sharing or collaboration; and

WHEREAS, in consideration for the above stated amendments, Subrecipient agrees to provide additional data and guidance to City of Lewisville staff regarding economic mobility and opportunity initiatives.

NOW THEREFORE, in consideration of the foregoing, and on the terms and conditions hereinafter set forth, the Parties hereto agree as follows:

Section 1. Recitals. The recitals set forth above are hereby adopted and incorporated into the body of this First Amendment as if fully set forth herein.

Section 2. 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.

Section 3. Amendment to Subsection A. Activities, of Section I. Scope of Services. “Section I. Scope of Services, Subsection A. Activities” of the Agreement is hereby deleted in its entirety and replaced with the following:

“A. Activities

The Subrecipient will be responsible for administering a CDBG 2023 Plan Year **HVAC REPLACEMENT AT UNITED WAY OF DENTON COUNTY’S MAIN OFFICE** in a manner satisfactory to the Grantee and consistent with any standards required as a condition of providing these funds and with all requirements outlined in this Agreement. Such activity will include activities described in “Attachment A - Program Summary” which are eligible activities under the statutes and regulations governing CDBG.”

Section 4. Amendment to Attachments. Attachments “A” and “B”, attached to the Agreement, are hereby deleted in their entirety and replaced with a new Attachment “A”, attached hereto as Exhibit “1”; and a new Attachment “B”, attached hereto as Exhibit “2”.

Section 5. 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.

Section 6. 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.

Section 7. 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.

Section 8. 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.

Section 9. Effective Date. The effective date of this First Amendment shall be the date of execution of this First Amendment by both Parties hereto.

Section 10. Authorization. This First Amendment was authorized by action of the City Council of the City of Lewisville, authorizing the Deputy City Manager to execute this First Amendment on behalf of the City.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, the Parties have executed this First Amendment to the Agreement on the ____ day of _____, 2026.

CITY OF LEWISVILLE, TEXAS:

Gina McGrath, Deputy City Manager

Date

ATTEST:

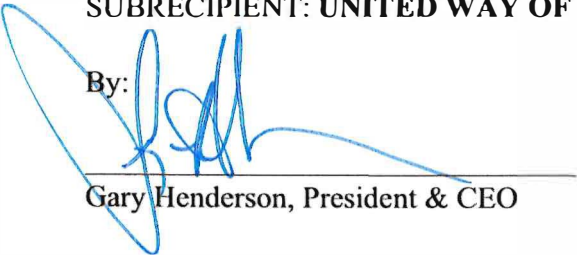
Jennifer Malone-Ippolito, City Secretary

APPROVED AS TO FORM:

Lizbeth Plaster, City Attorney

SUBRECIPIENT: UNITED WAY OF DENTON COUNTY, INC.

By:



Gary Henderson, President & CEO

5/8/2026
Date

EXHIBIT A

Attachment A - Program Summary

This Project supports the replacement of two of the HVAC units for United Way of Denton County Inc.'s main office, located at 1314 Teasley Lane, Denton, TX 76205 ("Property"). Current HVAC units on the property are outdated and inefficient, leading to high energy consumption and elevated utility costs. Updating the HVAC units will reduce the organization's overall carbon footprint, lower operational expenses, and ensure a comfortable environment for staff and clients. With the replacement of the outdated system, the Project objective is to achieve a minimum 20% reduction in energy consumption within the first year. Costs saved on utilities will be redirected towards enhancing services provided to clients.

United Way of Denton County serves as a backbone support to social services in Denton County, operating three Leadership Teams and fifteen workgroups that promote regional, cross-sector collaboration to reduce and remove barriers faced by Denton County residents, the Workforce Success Leadership Team, the Behavioral Health Leadership Team, and the Housing & Homelessness Leadership Team and subsequent workgroups under each Leadership Team. Through this structure, United Way of Denton County has created an integrated data sharing system and cross-sector solutions to address county-wide needs. Entities participating in the shared data systems and collaboration include The Salvation Army Lewisville, Christian Community Action, Metro Relief, Heart of the City, Healthy Family Services, Communities in Schools of North Texas, PediPlace, Lewisville Independent School District, and Medical City Lewisville that are based in Lewisville, and participating entities also include other nonprofit and governmental entities throughout Denton County that are not located or providing services within the City of Lewisville but serve Lewisville residents.

The United Way of Denton County location at 1314 Teasley Ln houses meetings of the Leadership Teams and workgroups, and the two internal direct service programs offered through United Way of Denton County, Volunteer Income Tax Assistance (VITA) and Information & Referral. Through VITA and Information & Referral for 2024, 12.7% of clients were Lewisville residents. The 1314 Teasley Ln location houses walk-in referral services to residents from throughout Denton County, and houses staff, training, and serves as one of the site locations for the VITA program. In 2024, 291 Lewisville residents were served through the VITA program, preparing tax returns for low-to-moderate income (LMI) residents and returning \$91,083 to LMI taxpayers and to the Lewisville economy. Information & Referral services connected 200 Lewisville residents to resources in 2024. The HVAC replacement at the United Way of Denton County location will lower operating costs and allow for the allocation of more funds to direct services for clients including LMI Lewisville residents, and backbone support services to nonprofit organizations who serve LMI Lewisville residents. This Project meets the Consolidated Plan goal of improving

public facilities, as well as being directly tied to the future accomplishment of the goal to provide public services to strengthen the health, safety, educational attainment, and economic stability of households.

Scope of Services

This Project will support the costs to replace two HVAC units for United Way of Denton County. The vendor selected will complete the replacement within the program timeline included in Attachment B.

Subrecipient shall, in compliance with the program timeline included in Attachment B:

- replace two HVAC units at the Property in compliance with all Federal, state, and local regulations and receive a passing HVAC final inspection by the local municipality;
- serve a minimum of 130 Lewisville households through Information & Referral or VITA programs;
- host Leadership Team and workgroup meetings and provide direct services at the Property;
- for a minimum of 6 Lewisville-based nonprofit agencies and/or direct service providers, such as Lewisville Independent School District and Medical City Lewisville, either act as the lead agency for the County's Homelessness Management Information System or provide platforms for data sharing or collaboration through Leadership Teams and workgroups;
- hold a minimum of two meetings with City of Lewisville staff to provide data and give guidance regarding economic mobility and opportunity initiatives in Lewisville; and
- use the Property to serve low/mod income clientele in compliance with the requirements of the National Objective described in Section I.B. of the Agreement.

EXHIBIT B

Attachment B - Program Timeline and Benchmarks

Date	Description
August 15, 2025 – December 31, 2025	Pre-Award Preparation: City staff revised subrecipient agreement template. City staff review agreement, metrics, and requirements with Subrecipient.
January 1, 2026 – January 31, 2026	Environmental Review & Project Preparation: City staff complete necessary Environmental Review of Property and submit to HUD. Subrecipient verifies the process of vendor selection or procurement to the Grantee and notifies vendor of project initiation.
February 2, 2026	Agreement Approved by Council
February 15, 2026 – April 30, 2026	Monthly Progress Reports: First monthly progress report due. Monthly reports due on the 15th day of the month following the month being requested until all grant funding is paid out to the Subrecipient.
March 1, 2026 – March 31, 2026	Installation and System Integration: HVAC unit installation followed by thorough system integration and initial testing to ensure optimal functionality.
April 1, 2026 – April 31, 2026	Final Inspections and Project Completion: Comprehensive inspections to verify compliance with all applicable codes and standards, followed by final system calibration and project sign off.
May 1, 2026 – May 15, 2026	Grant Close Out in Progress: City staff will review all documents submitted for reporting and reimbursements. 100% of funding expended/reimbursed. 100% of HVAC work complete.
May 15, 2026 – January 31, 2027	Quarterly Reporting: Progress reports due to the City switch from monthly to quarterly, beginning after final reimbursement has been expended, through the remainder of the Term. Quarterly reports due on the 15 th day of the month following the end of each quarter.
August 30, 2026	Service Benchmark: A minimum of 50% of the 130 Lewisville households outlined in Attachment A shall be served and reported. If less than 50% of the service requirements have been provided by this time, the Subrecipient will meet with the Grantee to identify opportunities to meet service requirements by the end of the Term.
January 31, 2027	End of Term: All services outlined in Attachment A must be completed by the end of the Term and must be included in the final quarterly report.
January 30, 2027 – January 31, 2030	Records Retention: Project is subject to records retention monitoring for compliance, use and reversion of assets.

