

ORDINANCE NO. 24-346

AN ORDINANCE OF THE CITY OF DENTON AUTHORIZING THE CITY MANAGER TO EXECUTE AMENDMENT 1 TO THE FUNDING AGREEMENT BETWEEN THE CITY AND DENTON COUNTY MHMR APPROVED BY CITY COUNCIL ON APRIL 19, 2022; SAID FIRST AMENDMENT TO EXTEND THE TERM OF THE AGREEMENT AND TO REQUIRE ADDITIONAL SERVICES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, pursuant to Ordinance No. 22-430, the City of Denton (the “City”) entered into an agreement on April 19, 2022 (the “Subrecipient”) with Denton County MHMR (the “Agency”), for administrative and program costs for Denton County MHMR’s 3D Project (Denton’s Dually Diagnosed) with an original term of April 30, 2024; and

WHEREAS, the City deems it necessary to amend the Agreement to extend the term to end on April 30, 2025 to increase the total number of unduplicated City of Denton clients served by the agency from 500 to 530; and

WHEREAS, the City Council of the City hereby finds that amending the Agreement pursuant to Amendment 1 is in the public interest; NOW THEREFORE,

THE COUNCIL OF THE CITY OF DENTON HEREBY ORDAINS:

SECTION 1. The findings and recitations contained in the preamble of this Ordinance are incorporated herein by reference.

SECTION 2. The City Manager or their designee is hereby authorized to execute Amendment 1 to the Agreement, and to carry out the duties and responsibilities of the City under the Agreement as amended, including extending the term of the Agreement.

SECTION 3. This ordinance shall become effective immediately upon its passage and approval.

The motion to approve this Ordinance was made by \_\_\_\_\_ and seconded by \_\_\_\_\_. The Ordinance was passed and approved by the following vote [\_\_\_ - \_\_\_]:

	<b>Aye</b>	<b>Nay</b>	<b>Abstain</b>	<b>Absent</b>
Mayor Gerard Hudspeth:	_____	_____	_____	_____
Vicki Byrd, District 1:	_____	_____	_____	_____
Brian Beck, District 2:	_____	_____	_____	_____
Paul Meltzer, District 3:	_____	_____	_____	_____
Joe Holland, District 4:	_____	_____	_____	_____
Brandon Chase McGee, At Large Place 5:	_____	_____	_____	_____
Chris Watts, At Large Place 6:	_____	_____	_____	_____


PASSED AND APPROVED this the \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
GERARD HUDSPETH, MAYOR

ATTEST:  
JESUS SALAZAR, CITY SECRETARY

BY: \_\_\_\_\_

APPROVED AS TO LEGAL FORM:  
MACK REINWAND, CITY ATTORNEY

BY:  \_\_\_\_\_  
 Scott Bray  
 2024.03.20  
 16:59:06 -05'00'

**SERVICE AGREEMENT BETWEEN THE  
CITY OF DENTON AND DENTON COUNTY  
MHMR**

**AMENDMENT 1 to Agreement**

This Amendment 1 to Agreement is made by and between the City of Denton (the “City”) and Denton County MHMR (“Subrecipient”).

WHEREAS, pursuant to Ordinance No. 22-430, the City of Denton (the “City”) entered into an agreement on April 19, 2022 (the “Subrecipient”) with Denton County MHMR (the “Agency”), for administrative and program costs for the 3D Project with an original term of April 30, 2024; and

WHEREAS, the City deems it necessary to amend the Agreement to extend the term to April 30, 2025 and to increase the total number of unduplicated City of Denton clients served by the agency from 500 to 530; and

WHEREAS, amending the Agreement to extend the term to allow for the provision of services to more individuals is in the public interest;

NOW THEREFORE, in consideration of good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, the City and Subrecipient agree as follows:

1. Section 1, “Term”, of the Agreement is hereby amended to extend the term of the Agreement to April 30, 2025.
2. Section 1, “Term”, of the Agreement is hereby amended to add the City shall have the right, but not the obligation, to extend the term of the agreement for one (1) additional one-year period.
3. Exhibit A of the Agreement is hereby stricken in its entirety and replaced with the Exhibit A attached to this Amendment.
4. All other provisions, terms, covenants, duties, rights, obligations, and agreements contained in the Agreement shall remain in full force and effect.
5. This Amendment 1 to Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment 1 to Agreement as of the \_\_\_\_\_ day of \_\_\_\_\_, 2024.

**CITY OF DENTON**

BY:

\_\_\_\_\_  
SARA HENSLEY  
CITY MANAGER

ATTEST:  
JESUS SALAZAR, CITY SECRETARY

BY:

\_\_\_\_\_

APPROVED AS TO LEGAL FORM:  
MACK REINWAND, CITY ATTORNEY

BY: *Scott Bray* Scott Bray  
2024.03.20  
16:58:57 -05'00'

**DENTON COUNTY MHMR**

BY:

DocuSigned by:  
*Pam Gutierrez*  
AB742B3F085049B...  
\_\_\_\_\_  
PAM GUTIERREZ  
EXECUTIVE DIRECTOR

ATTEST:  
NAME: Dianne Hickey

BY:

DocuSigned by:  
*Dianne Hickey*  
5E6D3DA9363A421...  
\_\_\_\_\_

THIS AGREEMENT HAS BEEN  
BOTH REVIEWED AND APPROVED  
as to financial and operational  
obligations and business terms  
DocuSigned by:  
*Danielle Shaw*  
0B9BE12767DF401...  
Signature  
Director of Community Services  
Title  
Community Services  
Department

## **Exhibit A**

### **Scope of Services**

The Scope of Services under this Agreement shall be as follows:

#### **SECTION I – SERVICE GOAL**

SUBRECIPIENT assists the City of Denton to meet the public health and economic needs of those impacted by the pandemic, as outlined in the state and Local fiscal Recovery Funds Final Rule.

SUBRECIPIENT shall provide: The 3D Project (Denton’s Dually Diagnosed), a program for individuals dually-diagnosed with mental health and substance use disorder (SUD) challenges. The program will be operated at 2519 Scripture Street, Denton, TX 76201. The program will operate from 8 a.m. to 5 p.m., Monday through Friday.

#### **SECTION II – OUTCOMES**

Performance under this Agreement will be measured by the following outcomes:

SUBRECIPIENT provides benefits to the citizens of the City of Denton through these outcomes:

- 530, Number of unduplicated City of Denton adult mental health and substance use disorder (dually diagnosed) individuals served
- 100% of individuals served receive improved community connectedness
- 57, Recipients of Sober Living Scholarships or Ambulatory Detoxification services