

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF DENTON APPROVING AND AUTHORIZING THE EXECUTION OF A CITY COUNCIL CONTINGENCY FUND DONATION AGREEMENT BETWEEN THE CITY OF DENTON AND UNIVERSITY OF NORTH TEXAS (UNT) FOUNDATION IN SUPPORT OF THE UNT AFRICAN ENSEMBLE (\$800), A NONPROFIT ORGANIZATION LOCATED WITHIN THE CITY OF DENTON AND DESIGNATED FOR DONATION BY THE MAYOR; AMENDING AND REPLACING THE AGREEMENT PREVIOUSLY AUTHORIZED IN, AND ATTACHED AS EXHIBIT A TO, ORDINANCE 26-0539; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Denton’s Council Contingency Program provides support to nonprofit organizations that are based in the City of Denton and provide programming to benefit the community; and

WHEREAS, the organization listed meets the requirements to be eligible to receive Council Contingency Program funding; and

WHEREAS, Gerard Hudspeth, Mayor, has requested support from available contingency funds to support the eligible organization; and

WHEREAS, on April 17, 2026, the Community Partnership Committee reviewed and recommended approval of the request for Council Contingency fund support for the organization; and

WHEREAS, on May 5, 2026 City Council approved the request for Council Contingency fund support for the organization; and

WHEREAS, the organization requested limited and reasonable language revisions to the agreement; and

WHEREAS, the City Council of the City of Denton hereby finds the agreement between the City and the nonprofit organization, attached hereto and made a part hereof by reference (the “Agreements”), furthers a charitable cause, economic or community growth, or public interest; NOW THEREFORE,

THE COUNCIL OF THE CITY OF DENTON HEREBY ORDAINS:

SECTION 1. The findings set forth in the preamble of this Ordinance are incorporated by reference into the body of this Ordinance and hereby ratified.

SECTION 2. The Agreement in the Exhibit listed in this section and the corresponding amount to be donated are hereby approved, and the City Manager, or designee, is hereby authorized to execute the Agreement and to carry out the duties and responsibilities of the City under the Agreement, including the expenditure of funds in accordance with the terms of the Agreement.

Exhibit A – UNT Foundation, \$800 – Gerard Hudspeth, Mayor

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 [__ - __ - __]:

	Aye	Nay	Abstain	Absent
Mayor Gerard Hudspeth:	_____	_____	_____	_____
Jordan Villarreal, District 1:	_____	_____	_____	_____
Nick Stevens, District 2:	_____	_____	_____	_____
Suzi Rumohr, District 3:	_____	_____	_____	_____
Joe Holland, District 4:	_____	_____	_____	_____
Brandon Chase McGee, At Large Place 5:	_____	_____	_____	_____
Jill Jester, At Large Place 6:	_____	_____	_____	_____

PASSED AND APPROVED this the _____ day of _____, 2026.

GERARD HUDSPETH, MAYOR

ATTEST:
KRISTI FOGLE, INTERIM CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

Susan Keller
Digitally signed by Susan Keller
Date: 2026.06.10 09:54:43 -05'00'

BY: _____

**COUNCIL CONTINGENCY FUND AGREEMENT
BETWEEN THE CITY OF DENTON AND THE
UNIVERSITY OF NORTH TEXAS FOUNDATION**

This Agreement is hereby entered into by and between the City of Denton, a Texas home rule municipal corporation, hereinafter referred to as “City,” and the University of North Texas (UNT) Foundation, a Texas non-profit corporation.

RECITALS

WHEREAS, the City has determined the services provided by UNT Foundation to the citizens of the City merit assistance through the Council Contingency Fund and the City has provided funds in its budget for such Council Contingency Fund; and

WHEREAS, Gerard Hudspeth, Mayor, requested support from available contingency funds to support the UNT Foundation in support of the UNT African Ensemble; and

WHEREAS, this Agreement serves a valid municipal and public purpose and is in the public interest;

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

I: OBLIGATIONS OF UNT FOUNDATION

In consideration of the receipt of funds from the City, UNT Foundation agrees to the following terms and conditions:

A. Eight Hundred and no/100 (\$800.00) (City Funds) shall be paid to UNT Foundation by the City to be utilized for the support of the UNT African Ensemble.

B UNT Foundation will maintain adequate records to establish that the City Funds are used only for the purposes authorized by this Agreement.

C Upon request, UNT Foundation will permit authorized officials of the City to review its specific 2026 meeting minutes or 2026 books and records related to the receipt and transfer of the City Funds to UNT for the UNT African Ensemble. Such information shall be made available within ten (10) business days of such request. All records pertaining to the City Funds granted hereby shall be maintained for at least five (5) years after the expiration or termination of this Agreement.

D UNT Foundation will not enter into any contracts that would encumber City Funds or the use thereof for a period that would extend beyond the term of this Agreement.

E UNT Foundation will appoint a representative who will be available to meet with City officials when requested.

F UNT Foundation will comply with all applicable federal, State, and local laws and policies including all including all state and federal anti-discrimination laws. In the event UNT

Foundation fails to comply, this Agreement may be canceled, terminated, or suspended in whole or in part, and UNT Foundation may be barred from further contracts with the City.

G UNT Foundation will comply with all applicable federal, state, and local laws and policies regarding conflicts of interest and will not participate in any transactions or decisions where such a conflict might exist.

II: TIME OF PERFORMANCE

The term of this Agreement shall commence on the date of the last signature affixed to this Agreement (the "Effective Date") and terminate one year from the Effective Date unless the contract is sooner terminated under Section V "Termination".

III. PAYMENTS

A PAYMENTS TO UNT FOUNDATION. City shall pay to UNT Foundation the sum specified in Article I after the Effective Date of this Agreement.

B EXCESS PAYMENT. UNT Foundation shall refund to City within ten (10) working days of City's request, any sum of money which has been paid by City and which City at any time thereafter determines: has resulted in overpayment to UNT Foundation; or has not been spent strictly in accordance with the terms of this Agreement; or is not supported by adequate documentation to fully justify the expenditure.

IV. EVALUATION

UNT Foundation agrees to maintain records that provide complete and accurate statements as to the receipt and transfer of City Funds to UNT for use by the UNT African Ensemble. In addition, upon request, UNT Foundation agrees to make the following data and reports accessible to the City including: 2026 independent audit report, 2026 IRS 990 filing, and an explanation of any major changes in the use of City Funds.

V. TERMINATION

The City may terminate this Agreement for cause if UNT Foundation violates any provision of this Agreement, UNT Foundation' insolvency or filing of bankruptcy, dissolution, or receivership, or UNT Foundation' violation of any law or regulation to which it is bound under the terms of this Agreement. The City may terminate this Agreement for other reasons not specifically enumerated in this paragraph, including for convenience unless the City Funds have already been transferred to UNT in support of the African Ensemble in accordance with this agreement. The Agreement shall immediately terminate upon reasonable notice to UNT Foundation.

VI. WARRANTIES

UNT Foundation represents and warrants that:

A. All financial reports, information, reports, records, and data related to the City Funds

heretofore or hereafter requested by City and furnished to City pursuant to this Agreement, are complete and accurate and fairly reflect the financial conditions of UNT Foundation as of the date shown on the financial report, information, data, record, or report, and, since that date, have not undergone any significant change, adverse or otherwise, without written notice to City.

B. No litigation or legal proceedings are presently pending or threatened against UNT Foundation.

C. None of the provisions herein contravenes or is in conflict with the authority under which UNT Foundation is doing business or with the provisions of any existing indenture or agreement of UNT Foundation.

D. UNT Foundation has the power to enter into this Agreement and accept payments hereunder and has taken all necessary action to authorize such acceptance under the terms and conditions of this Agreement.

E. UNT Foundation does not have any conflicts of interest with respect to this transaction.

Each of the representations and warranties made by UNT Foundation herein shall be continuing and shall be deemed to have been repeated by the submission of each request for payment.

VII. CHANGES AND AMENDMENTS

A. Any alterations, additions, or deletions to the terms of this Agreement shall be by written amendment executed by both parties.

B. It is understood and agreed by the parties hereto that changes in the State, Federal, or local laws or regulations pursuant hereto may occur during the term of this Agreement. Any such modifications are to be automatically incorporated into this Agreement without written amendment hereto and shall become a part of the Agreement on the effective date specified by the law or regulation.

C. UNT Foundation shall provide upon request by the City any changes in executive, managerial, or similar level of personnel or in governing board composition for a period of one year after receipt of the City Funds.

VIII. INDEMNIFICATION

TO THE EXTENT AUTHORIZED BY LAW, UNT FOUNDATION AGREES TO INDEMNIFY, HOLD HARMLESS, AND DEFEND THE CITY, ITS OFFICERS, AGENTS, AND EMPLOYEES FROM AND AGAINST ANY AND ALL CLAIMS OR SUITS FOR INJURIES, DAMAGE, LOSS, OR LIABILITY OF WHATEVER KIND OR CHARACTER, ARISING OUT OF OR RELATED TO THE PERFORMANCE BY UNT FOUNDATION OR THOSE SERVICES CONTEMPLATED BY THIS AGREEMENT, INCLUDING ALL SUCH CLAIMS OR CAUSES OF ACTION BASED UPON COMMON,

CONSTITUTIONAL OR STATUTORY LAW, OR BASED, IN WHOLE OR IN PART, UPON ALLEGATIONS OF NEGLIGENT OR INTENTIONAL ACTS OF UNT FOUNDATION, ITS OFFICERS, EMPLOYEES, AGENTS, SUBCONTRACTORS, LICENSEES, AND INVITEES.

IX. NOTICE

Any notice or other written instrument required or permitted to be delivered under the terms of this Agreement shall be deemed to have been delivered, whether actually received or not, when deposited in the United States mail, postage prepaid, registered or certified, return receipt requested, or via hand-delivery, e-mail, addressed to UNT Foundation or City, as the case may be, at the following addresses:

CITY
City of Denton, Texas
Attn: Interim City Manager
215 E. McKinney St.
Denton, TX 76201
cassey.ogden@cityofdenton.com

UNT Foundation
Lynette Gillis, Ph.D.
President & CEO
1155 Union Cr. #311250
Denton, TX 76203
lynette.gillis@unt.edu

Either party may change its mailing address by sending written notice of change of address to the other at the above address by certified mail, return receipt requested.

X. MISCELLANEOUS

A. UNT Foundation shall not transfer except to UNT for the benefit of the UNT African Ensemble, pledge or otherwise assign this Agreement or any interest therein, or any claim arising thereunder to any party without the prior written approval of the City.

B. If any provision of this Agreement is held to be invalid, illegal, or unenforceable, the remaining provisions shall remain in full force and effect and continue to conform to the original intent of both parties hereto.

C. In no event shall any payment to UNT Foundation hereunder, or any other act or failure of City to insist in any one or more instances upon the terms and conditions of this Agreement constitute or be construed in any way to be a waiver by City of any breach or default under this Agreement. Neither shall such payment, act, or omission in any manner impair or prejudice any right, power, privilege, or remedy available to the City to enforce its rights hereunder, which rights, powers, privileges, or remedies are always specifically preserved. No representative or agent of the City may waive the effect of this provision.

D. The following sections shall survive the termination of this Agreement: Section I, Subsections B, C, and E; Section III Subsection B; Section VI Subsection A; Section VIII. INDEMNIFICATION, and Section IX.

E. This Agreement, together with herein referenced exhibits and attachments, which are hereby incorporated, constitutes the entire agreement between the parties hereto, and no prior

agreement, assertion, statement, understanding, or other commitment occurring during the term of this Agreement or subsequent thereto, has any legal force or effect whatsoever, unless properly executed in writing, and if appropriate, recorded as an amendment of this Agreement.

F. The recitals set forth on page one of this Agreement are hereby incorporated into the body of this Agreement and made a part hereof for all purposes as if fully set forth herein.

G. This Agreement shall be governed by the laws of the State of Texas and venue shall be and remain in Denton County, Texas.

IN WITNESS WHEREOF, the parties do hereby each affix their signatures by and through their respective duly authorized representatives and enter into this Agreement as of the _____ day of _____, 2026.

CITY OF DENTON
CASSEY OGDEN, INTERIM CITY MANAGER

ATTEST:
KRISTI FOGLE, INTERIM CITY
SECRETARY

BY: _____

UNT FOUNDATION
LYNETTE GILLIS, PRESIDENT & CEO

APPROVED AS TO LEGAL FORM
MACK REINWAND, CITY ATTORNEY

Susan Keller

Digitally signed by Susan
Keller
Date: 2026.06.10 15:45:57
-05'00'

BY: _____

THIS AGREEMENT HAS BEEN BOTH
REVIEWED AND APPROVED
As to financial and operational obligations
And business terms.

SIGNATURE

PRINT NAME

TITLE

Finance

DEPARTMENT