

ORDINANCE NO. \_\_\_\_\_

AN ORDINANCE OF THE CITY OF DENTON APPROVING AND AUTHORIZING THE EXECUTION OF CITY COUNCIL CONTINGENCY FUND DONATION AGREEMENTS BETWEEN THE CITY OF DENTON AND UNIVERSITY OF NORTH TEXAS (UNT) FOUNDATION IN SUPPORT OF THE UNT AFRICAN ENSEMBLE (\$800), TEXAS VETERANS HALL OF FAME (\$200), DENTON FREEDOM HOUSE (\$100), PROJECT HOPE IN SUPPORT OF HANDS OF HOPE (\$100), SITI AND JIDO PARK FOUNDATION IN SUPPORT OF LIFE WORKS COMMUNITY (\$100), CUMBERLAND YOUTH & FAMILY SERVICES (\$200), RANCH HANDS RESCUE IN SUPPORT OF BOB'S HOUSE OF HOPE (\$200), WHICH ARE NONPROFIT ORGANIZATIONS OPERATING WITHIN THE CITY OF DENTON AND DESIGNATED FOR DONATIONS BY INDIVIDUAL COUNCIL MEMBERS; 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, all the organizations listed meet 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 organizations; and

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

WHEREAS, the City Council of the City of Denton hereby finds the agreements between the City and the nonprofit organizations, 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 Agreements in the Exhibits listed in this section and the corresponding amounts to be donated are hereby approved, and the City Manager, or designee, is hereby authorized to execute the Agreements and to carry out the duties and responsibilities of the City

under the Agreements, including the expenditure of funds in accordance with the terms of the Agreements.

Exhibit A – UNT Foundation supporting UNT African Ensemble - \$800 - Gerard Hudspeth, Mayor

Exhibit B – Texas Veterans Hall of Fame - \$200 - Gerard Hudspeth, Mayor

Exhibit C – Denton Freedom House - \$100 - Gerard Hudspeth, Mayor

Exhibit D – Project Hope supporting Hands of Hope - \$100 - Gerard Hudspeth, Mayor

Exhibit E – Siti and Jido Park Foundation supporting Life Works Community - \$100 - Gerard Hudspeth, Mayor

Exhibit F – Cumberland Youth and Family Services - \$200 - Gerard Hudspeth, Mayor

Exhibit G – Ranch Hands Rescue supporting Bob’s House of Hope - \$200 - 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 [\_\_ – \_\_ – \_\_]:

	<b>Aye</b>	<b>Nay</b>	<b>Abstain</b>	<b>Absent</b>
Mayor Gerard Hudspeth:	_____	_____	_____	_____
Vicki Byrd, District 1:	_____	_____	_____	_____
Brian Beck, 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:  
INGRID REX, CITY SECRETARY

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

APPROVED AS TO LEGAL FORM:  
MACK REINWAND, CITY ATTORNEY

BY: **Susan**  
**Keller** \_\_\_\_\_


 Digitally signed by  
Susan Keller  
Date: 2026.04.27  
11:55:19 -05'00'

EXHIBIT - A

**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.

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) 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 books, financial statements, and records and provide copies of its By-Laws, rules and regulations, and meeting minutes at any time. Such information shall be made available within ten (10) business days of such request. All records pertaining to the 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 participate in an implementation and maintenance system whereby the services can be continuously monitored. UNT Foundation maintains records that provide complete and accurate statements as to the status and use of City funds. In addition, upon request, UNT Foundation agrees to provide the City with the following data and reports, or copies thereof related to this Agreement, including all external and internal audits. UNT Foundation shall submit a copy of the annual independent audit to the City within ten (10) days of receipt; all external or internal evaluation reports; and an explanation of any major changes in program services.

## 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. 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 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 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 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 notify the City of any changes in executive, managerial, or similar level of personnel or in governing board composition.

## 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](mailto:cassey.ogden@cityofdenton.com)

UNT Foundation  
Lynette Gillis, Ph.D.  
President & CEO  
1155 Union Cr. #31125  
Denton, TX 76203

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, 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. 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:  
INGRID REX, CITY SECRETARY

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

UNT Foundation

\_\_\_\_\_

APPROVED AS TO LEGAL FORM  
MACK REINWAND, CITY ATTORNEY

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

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

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
PRINT NAME

\_\_\_\_\_  
TITLE

Finance

\_\_\_\_\_  
DEPARTMENT

EXHIBIT - B

**COUNCIL CONTINGENCY FUND AGREEMENT  
BETWEEN THE CITY OF DENTON AND TEXAS  
VETERANS HALL OF FAME**

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 Texas Veterans Hall of Fame, a Texas non-profit corporation.

WHEREAS, the City has determined the services provided by Texas Veterans Hall of Fame 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 Texas Veterans Hall of Fame; 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 TEXAS VETERANS HALL OF FAME**

In consideration of the receipt of funds from the City, Texas Veterans Hall of Fame agrees to the following terms and conditions:

A. Two Hundred and no/100 (\$200.00) shall be paid to Texas Veterans Hall of Fame by the City to be utilized for the support of the organization.

B. Texas Veterans Hall of Fame will maintain adequate records to establish that the City funds are used only for the purposes authorized by this Agreement.

C. Upon request, Texas Veterans Hall of Fame will permit authorized officials of the City to review its books, financial statements, and records and provide copies of its By-Laws, rules and regulations, and meeting minutes at any time. Such information shall be made available within ten (10) business days of such request. All records pertaining to the funds granted hereby shall be maintained for at least five (5) years after the expiration or termination of this Agreement.

D. Texas Veterans Hall of Fame 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. Texas Veterans Hall of Fame will appoint a representative who will be available to meet with City officials when requested.

F. Texas Veterans Hall of Fame 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 Texas Veterans Hall of Fame fails to comply, this Agreement may be canceled, terminated, or suspended in whole or in part, and Texas Veterans Hall of Fame may be barred from further contracts with the City.

G. Texas Veterans Hall of Fame 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 TEXAS VETERANS HALL OF FAME.** City shall pay to Texas Veterans Hall of Fame the sum specified in Article I after the Effective Date of this Agreement.

B. **EXCESS PAYMENT.** Texas Veterans Hall of Fame 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 Texas Veterans Hall of Fame; 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

Texas Veterans Hall of Fame agrees to participate in an implementation and maintenance system whereby the services can be continuously monitored. Texas Veterans Hall of Fame maintains records that provide complete and accurate statements as to the status and use of City funds. In addition, upon request, Texas Veterans Hall of Fame agrees to provide the City with the following data and reports, or copies thereof related to this Agreement, including all external and internal audits. Texas Veterans Hall of Fame shall submit a copy of the annual independent audit to the City within ten (10) days of receipt; all external or internal evaluation reports; and an explanation of any major changes in program services.

## V. TERMINATION

The City may terminate this Agreement for cause if Texas Veterans Hall of Fame violates any provision of this Agreement, Texas Veterans Hall of Fame's insolvency or filing of bankruptcy, dissolution, or receivership, or Texas Veterans Hall of Fame's 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. The Agreement shall immediately terminate upon reasonable notice to Texas Veterans Hall of Fame.

## VI. WARRANTIES

Texas Veterans Hall of Fame represents and warrants that:

A. All financial reports, information, reports, records, and data 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 Texas Veterans Hall of Fame 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 Texas Veterans Hall of Fame.

C. None of the provisions herein contravenes or is in conflict with the authority under which Texas Veterans Hall of Fame is doing business or with the provisions of any existing indenture or agreement of Texas Veterans Hall of Fame.

D. Texas Veterans Hall of Fame 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. Texas Veterans Hall of Fame does not have any conflicts of interest with respect to this transaction.

Each of the representations and warranties made by Texas Veterans Hall of Fame 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. Texas Veterans Hall of Fame shall notify the City of any changes in executive, managerial, or similar level of personnel or in governing board composition.

#### VIII. INDEMNIFICATION

**TO THE EXTENT AUTHORIZED BY LAW, TEXAS VETERANS HALL OF FAME 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 TEXAS VETERANS HALL OF FAME 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 TEXAS VETERANS HALL OF FAME, 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 Texas Veterans Hall of Fame or City, as the case may be, at the following addresses:

CITY	Texas Veterans Hall of Fame
City of Denton, Texas	Gary Steele
Attn: Interim City Manager	President
215 E. McKinney	PO Box 51288
Denton, TX 76201	Denton, TX 76205
cassey.ogden@cityofdenton.com	

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. Texas Veterans Hall of Fame shall not transfer, 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 Texas Veterans Hall of Fame 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. The recitals set forth above are hereby incorporated herein as if fully set forth in this Agreement.

F. 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.

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:  
INGRID REX, CITY SECRETARY

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

TEXAS VETERANS HALL OF FAME

\_\_\_\_\_

APPROVED AS TO LEGAL FORM  
MACK REINWAND, CITY ATTORNEY

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

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

\_\_\_\_\_  
SIGNATURE                      PRINT NAME

\_\_\_\_\_  
TITLE

Finance  
DEPARTMENT

EXHIBIT - C

**COUNCIL CONTINGENCY FUND AGREEMENT  
BETWEEN THE CITY OF DENTON AND  
DENTON FREEDOM HOUSE**

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 Denton Freedom House, a Texas non-profit corporation.

WHEREAS, the City has determined the services provided by Denton Freedom House 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 Denton Freedom House; 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 DENTON FREEDOM HOUSE**

In consideration of the receipt of funds from the City, Denton Freedom House agrees to the following terms and conditions:

A. One Hundred and no/100 (\$100.00) shall be paid to Denton Freedom House by the City to be utilized for the support of the organization.

B. Denton Freedom House will maintain adequate records to establish that the City funds are used only for the purposes authorized by this Agreement.

C. Upon request, Denton Freedom House will permit authorized officials of the City to review its books, financial statements, and records and provide copies of its By-Laws, rules and regulations, and meeting minutes at any time. Such information shall be made available within ten (10) business days of such request. All records pertaining to the funds granted hereby shall be maintained for at least five (5) years after the expiration or termination of this Agreement.

D. Denton Freedom House 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. Denton Freedom House will appoint a representative who will be available to meet with City officials when requested.

F. Denton Freedom House will comply with all applicable federal, State, and local laws and policies including all state and federal anti-discrimination laws. In the event Denton Freedom House fails to comply, this Agreement may be canceled, terminated, or suspended in whole or in part, and Denton Freedom House may be barred from further contracts with the City.

G. Denton Freedom House 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 DENTON FREEDOM HOUSE.** City shall pay to Denton Freedom House the sum specified in Article I after the Effective Date of this Agreement.

B. **EXCESS PAYMENT.** Denton Freedom House 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 Denton Freedom House; 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

Denton Freedom House agrees to participate in an implementation and maintenance system whereby the services can be continuously monitored. Denton Freedom House maintains records that provide complete and accurate statements as to the status and use of City funds. In addition, upon request, Denton Freedom House agrees to provide the City with the following data and reports, or copies thereof related to this Agreement, including all external and internal audits. Denton Freedom House shall submit a copy of the annual independent audit to the City within ten (10) days of receipt; all external or internal evaluation reports; and an explanation of any major changes in program services.

## V. TERMINATION

The City may terminate this Agreement for cause if Denton Freedom House violates any provision of this Agreement, Denton Freedom House's insolvency or filing of bankruptcy, dissolution, or receivership, or Denton Freedom House's 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. The Agreement shall immediately terminate upon reasonable notice to Denton Freedom House.

## VI. WARRANTIES

Denton Freedom House represents and warrants that:

A. All financial reports, information, reports, records, and data 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 Denton Freedom House 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 Denton Freedom House.

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

D. Denton Freedom House 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. Denton Freedom House does not have any conflicts of interest with respect to this transaction.

Each of the representations and warranties made by Denton Freedom House 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. Denton Freedom House shall notify the City of any changes in executive, managerial, or similar level of personnel or in governing board composition.

#### VIII. INDEMNIFICATION

**TO THE EXTENT AUTHORIZED BY LAW, DENTON FREEDOM HOUSE 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 DENTON FREEDOM HOUSE 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 DENTON FREEDOM HOUSE, 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 Denton Freedom House or City, as the case may be, at the following addresses:

CITY	Denton Freedom House
City of Denton, Texas	Jason Young
Attn: Interim City Manager	
215 E. McKinney	420 E. McKinney, St.
Denton, TX 76201	Denton, TX 76201
cassey.ogden@cityofdenton.com	jyoung@dentonfreedomhouse.org

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. Denton Freedom House shall not transfer, 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 Denton Freedom House 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. The recitals set forth above are hereby incorporated herein as if fully set forth in this Agreement.

F. 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.

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:  
INGRID REX, CITY SECRETARY

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

DENTON FREEDOM HOUSE

\_\_\_\_\_

APPROVED AS TO LEGAL FORM  
MACK REINWAND, CITY ATTORNEY

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

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

\_\_\_\_\_  
SIGNATURE                      PRINT NAME

\_\_\_\_\_  
TITLE

Finance  
DEPARTMENT

EXHIBIT - D

**COUNCIL CONTINGENCY FUND AGREEMENT  
BETWEEN THE CITY OF DENTON AND  
PROJECT HOPE**

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 Project Hope and Hands of Hope Food Pantry, a Texas non-profit corporation.

WHEREAS, the City has determined the services provided by Project Hope 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 Project Hope in support of Hands of Hope Food Pantry; 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 PROJECT HOPE

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

A. One Hundred and no/100 (\$100.00) shall be paid to Project Hope by the City to be utilized for the support of the Hands of Hope Food Pantry.

B Project Hope will maintain adequate records to establish that the City funds are used only for the purposes authorized by this Agreement.

C Upon request, Project Hope will permit authorized officials of the City to review its books, financial statements, and records and provide copies of its By-Laws, rules and regulations, and meeting minutes at any time. Such information shall be made available within ten (10) business days of such request. All records pertaining to the funds granted hereby shall be maintained for at least five (5) years after the expiration or termination of this Agreement.

D Project Hope 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 Project Hope will appoint a representative who will be available to meet with City officials when requested.

F Project Hope will comply with all applicable federal, State, and local laws and policies including all state and federal anti-discrimination laws. In the event Project Hope fails to comply, this Agreement may be canceled, terminated, or suspended in whole or in part, and Project Hope may be barred from further contracts with the City.

G Project Hope 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 PROJECT HOPE. City shall pay to Project Hope the sum specified in Article I after the Effective Date of this Agreement.

B EXCESS PAYMENT. Project Hope 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 Project Hope; 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

Project Hope agrees to participate in an implementation and maintenance system whereby the services can be continuously monitored. Project Hope maintains records that provide complete and accurate statements as to the status and use of City funds. In addition, upon request, Project Hope agrees to provide the City with the following data and reports, or copies thereof related to this Agreement, including all external and internal audits. Project Hope shall submit a copy of the annual independent audit to the City within ten (10) days of receipt; all external or internal evaluation reports; and an explanation of any major changes in program services.

## V. TERMINATION

The City may terminate this Agreement for cause if Project Hope violates any provision of this Agreement, Project Hope’ insolvency or filing of bankruptcy, dissolution, or receivership, or Project Hope’ 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. The Agreement shall immediately terminate upon reasonable notice to Project Hope.

## VI. WARRANTIES

Project Hope represents and warrants that:

A. All financial reports, information, reports, records, and data 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 Project Hope 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 Project Hope.

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

D. Project Hope 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. Project Hope does not have any conflicts of interest with respect to this transaction.

Each of the representations and warranties made by Project Hope 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. Project Hope shall notify the City of any changes in executive, managerial, or similar level of personnel or in governing board composition.

#### VIII. INDEMNIFICATION

**TO THE EXTENT AUTHORIZED BY LAW, PROJECT HOPE 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 PROJECT HOPE 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 PROJECT HOPE, 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 Project Hope or City, as the case may be, at the following addresses:

CITY	Project Hope
City of Denton, Texas	Cedric Chambers
Attn: Interim City Manager	
215 E. McKinney St.	1111 Wilson St.
Denton, TX 76201	Denton, TX 76201
cassey.ogden@cityofdenton.com	

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. Project Hope shall not transfer, 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 Project Hope 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. 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:  
INGRID REX, CITY SECRETARY

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

PROJECT HOPE DENTON

\_\_\_\_\_

APPROVED AS TO LEGAL FORM  
MACK REINWAND, CITY ATTORNEY

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

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

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
PRINT NAME

\_\_\_\_\_  
TITLE  
Finance  
DEPARTMENT

EXHIBIT - E

**COUNCIL CONTINGENCY FUND AGREEMENT  
BETWEEN THE CITY OF DENTON AND THE  
SITI AND JIDO PARK FOUNDATION, INC., DBA  
LIFE WORKS COMMUNITY**

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 Siti and Jido Park Foundation, Inc., dba Life Works Community, a Texas non-profit corporation.

WHEREAS, the City has determined the services provided by Siti and Jido Park Foundation, Inc., 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 Siti and Jido Park Foundation, Inc., in support of Life Works Community; 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 SITI AND JIDO PARK FOUNDATION, INC.,

In consideration of the receipt of funds from the City, Siti and Jido Park Foundation, Inc., agrees to the following terms and conditions:

A. One Hundred and no/100 (\$100.00) shall be paid to Siti and Jido Park Foundation, Inc., by the City to be utilized for the support of Life Works Community.

B Siti and Jido Park Foundation, Inc., will maintain adequate records to establish that the City funds are used only for the purposes authorized by this Agreement.

C Upon request, Siti and Jido Park Foundation, Inc., will permit authorized officials of the City to review its books, financial statements, and records and provide copies of its By-Laws, rules and regulations, and meeting minutes at any time. Such information shall be made available within ten (10) business days of such request. All records pertaining to the funds granted hereby shall be maintained for at least five (5) years after the expiration or termination of this Agreement.

D Siti and Jido Park Foundation, Inc., 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 Siti and Jido Park Foundation, Inc., will appoint a representative who will be available to meet with City officials when requested.

F Siti and Jido Park Foundation, Inc., will comply with all applicable federal, State, and local laws and policies including all state and federal anti-discrimination laws. In the event Siti and Jido Park Foundation, Inc., fails to comply, this Agreement may be canceled, terminated, or

suspended in whole or in part, and Siti and Jido Park Foundation, Inc., may be barred from further contracts with the City.

G Siti and Jido Park Foundation, Inc., 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 SITI AND JIDO PARK FOUNDATION, INC., City shall pay to Siti and Jido Park Foundation, Inc., the sum specified in Article I after the Effective Date of this Agreement.

B EXCESS PAYMENT. Siti and Jido Park Foundation, Inc., 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 Siti and Jido Park Foundation, Inc.,; 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

Siti and Jido Park Foundation, Inc., agrees to participate in an implementation and maintenance system whereby the services can be continuously monitored. Siti and Jido Park Foundation, Inc., maintains records that provide complete and accurate statements as to the status and use of City funds. In addition, upon request, Siti and Jido Park Foundation, Inc., agrees to provide the City with the following data and reports, or copies thereof related to this Agreement, including all external and internal audits. Siti and Jido Park Foundation, Inc., shall submit a copy of the annual independent audit to the City within ten (10) days of receipt; all external or internal evaluation reports; and an explanation of any major changes in program services.

## V. TERMINATION

The City may terminate this Agreement for cause if Siti and Jido Park Foundation, Inc., violates any provision of this Agreement, Siti and Jido Park Foundation, Inc.,' insolvency or filing of bankruptcy, dissolution, or receivership, or Siti and Jido Park Foundation, Inc.,' 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. The Agreement shall immediately terminate upon reasonable notice to Siti and Jido Park Foundation, Inc.

## VI. WARRANTIES

Siti and Jido Park Foundation, Inc., represents and warrants that:

A. All financial reports, information, reports, records, and data 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 Siti and Jido Park Foundation, Inc., 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 Siti and Jido Park Foundation, Inc.

C. None of the provisions herein contravenes or is in conflict with the authority under which Siti and Jido Park Foundation, Inc., doing business or with the provisions of any existing indenture or agreement of Siti and Jido Park Foundation, Inc.

D. Siti and Jido Park Foundation, Inc., 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. Siti and Jido Park Foundation, Inc., does not have any conflicts of interest with respect to this transaction.

Each of the representations and warranties made by Siti and Jido Park Foundation, Inc., 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. Siti and Jido Park Foundation, Inc., shall notify the City of any changes in executive, managerial, or similar level of personnel or in governing board composition.

## VIII. INDEMNIFICATION

**TO THE EXTENT AUTHORIZED BY LAW, SITI AND JIDO PARK FOUNDATION, INC., 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 SITI AND JIDO PARK FOUNDATION, INC., 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 SITI AND JIDO PARK FOUNDATION, INC., 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 Siti and Jido Park Foundation, Inc., 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

Siti and Jido Park Foundation, Inc.,  
dba Life Works Community  
Randy Park  
2040 W. Oak St.  
Denton, TX 76201

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. Siti and Jido Park Foundation, Inc., shall not transfer, 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 Siti and Jido Park Foundation, Inc., 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. 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:  
INGRID REX, CITY SECRETARY

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

SITI AND JIDO PARK FOUNDATION, INC.,

\_\_\_\_\_

APPROVED AS TO LEGAL FORM  
MACK REINWAND, CITY ATTORNEY

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

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

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
PRINT NAME

\_\_\_\_\_  
TITLE  
Finance  
DEPARTMENT

EXHIBIT - F

**COUNCIL CONTINGENCY FUND AGREEMENT  
BETWEEN THE CITY OF DENTON AND  
CUMBERLAND YOUTH AND FAMILY  
SERVICES**

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 Cumberland Youth and Family Services, a Texas non-profit corporation.

WHEREAS, the City has determined the services provided by Cumberland Youth and Family Services 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 Cumberland Youth and Family Services; 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 CUMBERLAND YOUTH AND FAMILY SERVICES**

In consideration of the receipt of funds from the City, Cumberland Youth and Family Services agrees to the following terms and conditions:

A. Two Hundred and no/100 (\$200.00) shall be paid to Cumberland Youth and Family Services by the City to be utilized for the support of the organization.

B. Cumberland Youth and Family Services will maintain adequate records to establish that the City funds are used only for the purposes authorized by this Agreement.

C. Upon request, Cumberland Youth and Family Services will permit authorized officials of the City to review its books, financial statements, and records and provide copies of its By-Laws, rules and regulations, and meeting minutes at any time. Such information shall be made available within ten (10) business days of such request. All records pertaining to the funds granted hereby shall be maintained for at least five (5) years after the expiration or termination of this Agreement.

D. Cumberland Youth and Family Services 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. Cumberland Youth and Family Services will appoint a representative who will be available to meet with City officials when requested.

F. Cumberland Youth and Family Services will comply with all applicable federal, State, and local laws and policies including all state and federal anti-discrimination laws. In the

event Cumberland Youth and Family Services fails to comply, this Agreement may be canceled, terminated, or suspended in whole or in part, and Cumberland Youth and Family Services may be barred from further contracts with the City.

G. Cumberland Youth and Family Services 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 CUMBERLAND YOUTH AND FAMILY SERVICES.** City shall pay to Cumberland Youth and Family Services the sum specified in Article I after the Effective Date of this Agreement.

B. **EXCESS PAYMENT.** Cumberland Youth and Family Services 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 Cumberland Youth and Family Services; 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

Cumberland Youth and Family Services agrees to participate in an implementation and maintenance system whereby the services can be continuously monitored. Cumberland Youth and Family Services maintains records that provide complete and accurate statements as to the status and use of City funds. In addition, upon request, Cumberland Youth and Family Services agrees to provide the City with the following data and reports, or copies thereof related to this Agreement, including all external and internal audits. Cumberland Youth and Family Services shall submit a copy of the annual independent audit to the City within ten (10) days of receipt; all external or internal evaluation reports; and an explanation of any major changes in program services.

## V. TERMINATION

The City may terminate this Agreement for cause if Cumberland Youth and Family Services violates any provision of this Agreement, Cumberland Youth and Family Services' insolvency or filing of bankruptcy, dissolution, or receivership, or Cumberland Youth and Family Services' 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. The Agreement shall immediately terminate upon reasonable notice to Cumberland Youth and Family Services.

## VI. WARRANTIES

Cumberland Youth and Family Services represents and warrants that:

A. All financial reports, information, reports, records, and data 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 Cumberland Youth and Family Services 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 Cumberland Youth and Family Services.

C. None of the provisions herein contravenes or is in conflict with the authority under which Cumberland Youth and Family Services is doing business or with the provisions of any existing indenture or agreement of Cumberland Youth and Family Services.

D. Cumberland Youth and Family Services 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. Cumberland Youth and Family Services does not have any conflicts of interest with respect to this transaction.

Each of the representations and warranties made by Cumberland Youth and Family Services 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. Cumberland Youth and Family Services shall notify the City of any changes in executive, managerial, or similar level of personnel or in governing board composition.

## VIII. INDEMNIFICATION

**TO THE EXTENT AUTHORIZED BY LAW, CUMBERLAND YOUTH AND FAMILY SERVICES 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 CUMBERLAND YOUTH AND FAMILY SERVICES 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 CUMBERLAND YOUTH AND FAMILY SERVICES, 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 Cumberland Youth and Family Services or City, as the case may be, at the following addresses:

CITY  
City of Denton, Texas  
Attn: Interim City Manager  
215 E. McKinney  
Denton, TX 76201  
[cassey.ogden@cityofdenton.com](mailto:cassey.ogden@cityofdenton.com)

Cumberland Youth and Family Services  
Courtney Banatoski  
  
909 Greenlee St.  
Denton, TX 76201  
[cbanatoski@cumberlandservices.org](mailto:cbanatoski@cumberlandservices.org)

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. Cumberland Youth and Family Services shall not transfer, 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 Cumberland Youth and Family Services 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. The recitals set forth above are hereby incorporated herein as if fully set forth in this

Agreement.

F. 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.

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:  
INGRID REX, CITY SECRETARY

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

CUMBERLAND YOUTH AND FAMILY  
SERVICES

\_\_\_\_\_

APPROVED AS TO LEGAL FORM  
MACK REINWAND, CITY ATTORNEY

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

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

\_\_\_\_\_  
SIGNATURE                      PRINT NAME

\_\_\_\_\_  
TITLE  
Finance  
DEPARTMENT

EXHIBIT - G

**COUNCIL CONTINGENCY FUND AGREEMENT  
BETWEEN THE CITY OF DENTON AND THE  
RANCH HANDS RESCUE**

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 Ranch Hands Rescue, a Texas non-profit corporation.

WHEREAS, the City has determined the services provided by Ranch Hands Rescue 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 Ranch Hands Rescue in support of Bob's House of Hope; 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 RANCH HANDS RESCUE

In consideration of the receipt of funds from the City, Ranch Hands Rescue agrees to the following terms and conditions:

A. Two Hundred and no/100 (\$200.00) shall be paid to Ranch Hands Rescue by the City to be utilized for the support of Bob's House of Hope.

B Ranch Hands Rescue will maintain adequate records to establish that the City funds are used only for the purposes authorized by this Agreement.

C Upon request, Ranch Hands Rescue will permit authorized officials of the City to review its books, financial statements, and records and provide copies of its By-Laws, rules and regulations, and meeting minutes at any time. Such information shall be made available within ten (10) business days of such request. All records pertaining to the funds granted hereby shall be maintained for at least five (5) years after the expiration or termination of this Agreement.

D Ranch Hands Rescue 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 Ranch Hands Rescue will appoint a representative who will be available to meet with City officials when requested.

F Ranch Hands Rescue will comply with all applicable federal, State, and local laws and policies including all state and federal anti-discrimination laws." . In the event Ranch Hands Rescue fails to comply, this Agreement may be canceled, terminated, or suspended in whole or in part, and Ranch Hands Rescue may be barred from further contracts with the City.

G Ranch Hands Rescue 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 RANCH HANDS RESCUE City shall pay to Ranch Hands Rescue the sum specified in Article I after the Effective Date of this Agreement.

B EXCESS PAYMENT. Ranch Hands Rescue 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 Ranch Hands Rescue; 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

Ranch Hands Rescue agrees to participate in an implementation and maintenance system whereby the services can be continuously monitored. Ranch Hands Rescue maintains records that provide complete and accurate statements as to the status and use of City funds. In addition, upon request, Ranch Hands Rescue agrees to provide the City with the following data and reports, or copies thereof related to this Agreement, including all external and internal audits. Ranch Hands Rescue shall submit a copy of the annual independent audit to the City within ten (10) days of receipt; all external or internal evaluation reports; and an explanation of any major changes in program services.

## V. TERMINATION

The City may terminate this Agreement for cause if Ranch Hands Rescue violates any provision of this Agreement, Ranch Hands Rescue' insolvency or filing of bankruptcy, dissolution, or receivership, or Ranch Hands Rescue' 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. The Agreement shall immediately terminate upon reasonable notice to Siti and Jido Park Foundation, Inc.

## VI. WARRANTIES

Ranch Hands Rescue represents and warrants that:

A. All financial reports, information, reports, records, and data 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 Ranch Hands Rescue 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 Siti and Jido Park Foundation, Inc.

C. None of the provisions herein contravenes or is in conflict with the authority under which Ranch Hands Rescue doing business or with the provisions of any existing indenture or agreement of Siti and Jido Park Foundation, Inc.

D. Ranch Hands Rescue 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. Ranch Hands Rescue does not have any conflicts of interest with respect to this transaction.

Each of the representations and warranties made by Ranch Hands Rescue 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. Ranch Hands Rescue shall notify the City of any changes in executive, managerial, or similar level of personnel or in governing board composition.

## VIII. INDEMNIFICATION

**TO THE EXTENT AUTHORIZED BY LAW, RANCH HANDS RESCUE 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 RANCH HANDS RESCUE 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 RANCH HANDS RESCUE, 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 Ranch Hands Rescue or City, as the case may be, at the following addresses:

CITY	Ranch Hands Rescue
City of Denton, Texas	Bob's House of Hope
Attn: Interim City Manager	Bob Williams
215 E. McKinney St.	PO Box 1047
Denton, TX 76201	Argyle, TX 76226
cassey.ogden@cityofdenton.com	

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. Ranch Hands Rescue shall not transfer, 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 Ranch Hands Rescue 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. 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:  
INGRID REX, CITY SECRETARY

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

RANCH HANDS RESCUE

\_\_\_\_\_

APPROVED AS TO LEGAL FORM  
MACK REINWAND, CITY ATTORNEY

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

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

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
PRINT NAME

\_\_\_\_\_  
TITLE  
Finance  
DEPARTMENT