

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

AN ORDINANCE OF THE CITY OF DENTON APPROVING, AND AUTHORIZING THE EXECUTION OF AN AGREEMENT BETWEEN THE CITY OF DENTON AND GREATER DENTON ARTS COUNCIL FOR THE EXPENDITURE OF DISTRICT 1, CITY COUNCIL CONTINGENCY FUNDS IN THE AMOUNT OF ONE THOUSAND THREE HUNDRED TWENTY-FIVE DOLLARS (\$1,325) IN SUPPORT OF THE ORGANIZATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Greater Denton Arts Council is an organization that provides foundational support for Denton's artists and community arts organizations and collaborates with area universities, the Denton Independent School District, and the City of Denton; and

WHEREAS, Vicki Byrd, District 1, requested support from available contingency funds to support the Greater Denton Arts Council; and

WHEREAS, the City Council of the City of Denton hereby finds the agreement between the City and Greater Denton Arts Council, attached hereto and made a part hereof by reference (the "Agreement"), 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 recitals set forth above are found to be true and correct legislative and factual determinations of the City of Denton and are hereby approved and incorporated into the body of this Ordinance and made a part hereof for all purposes as if fully set forth herein.

SECTION 2. The Agreement is 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 an amount not to exceed One Thousand Three Hundred Twenty-Five Dollars (\$1,325) in accordance with the terms of the Agreement.

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

The motion to approve this ordinance was made by [ ] and seconded by [ ].

The ordinance was passed and approved by the following vote [ \_ – \_ – \_ ]:

	<b>Aye</b>	<b>Nay</b>	<b>Abstain</b>	<b>Absent</b>
Mayor Gerard Hudspeth:	_____	_____	_____	_____
Vicki Byrd, District 1:	_____	_____	_____	_____
Brian Beck, District 2:	_____	_____	_____	_____
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 \_\_\_\_\_, 2025.

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

ATTEST:  
LAUREN THODEN, CITY SECRETARY

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

APPROVED AS TO LEGAL FORM:  
MACK REINWAND, CITY ATTORNEY

BY: Susan Keller

**COUNCIL CONTINGENCY FUND AGREEMENT  
BETWEEN THE CITY OF DENTON AND  
GREATER DENTON ARTS COUNCIL**

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 Greater Denton Arts Council, a Texas non-profit corporation.

WHEREAS, the City has determined the services provided by Greater Denton Arts Council 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, Vicki Byrd, District 1, requested support from available contingency funds to support the Greater Denton Arts Council; 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 GREATER DENTON ARTS COUNCIL**

In consideration of the receipt of funds from the City, Greater Denton Arts Council agrees to the following terms and conditions:

A. One Thousand Three Hundred Twenty-Five and no/100 (\$1,325.00) shall be paid to Greater Denton Arts Council by the City to be utilized for the support of the organization.

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

C. Upon request, Greater Denton Arts Council 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. Greater Denton Arts Council 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. Greater Denton Arts Council will appoint a representative who will be available to meet with City officials when requested.

F. Greater Denton Arts Council will comply with all applicable federal, State, and local laws and policies including all applicable equal employment opportunity and affirmative action laws or regulations. In the event Greater Denton Arts Council fails to comply, this Agreement may be canceled, terminated, or suspended in whole or in part, and Greater Denton Arts Council may be barred from further contracts with the City.

G. Greater Denton Arts Council 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 GREATER DENTON ARTS COUNCIL.** City shall pay to Greater Denton Arts Council the sum specified in Article I after the Effective Date of this Agreement.

B. **EXCESS PAYMENT.** Greater Denton Arts Council 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 Greater Denton Arts Council; 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

Greater Denton Arts Council agrees to participate in an implementation and maintenance system whereby the services can be continuously monitored. Greater Denton Arts Council maintains records that provide complete and accurate statements as to the status and use of City funds. In addition, upon request, Greater Denton Arts Council agrees to provide the City with the following data and reports, or copies thereof related to this Agreement, including all external and internal audits. Greater Denton Arts Council 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 Greater Denton Arts Council violates any provision of this Agreement, Greater Denton Arts Council's insolvency or filing of bankruptcy, dissolution, or receivership, or Greater Denton Arts Council'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 Greater Denton Arts Council.

## VI. WARRANTIES

Greater Denton Arts Council 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 Greater Denton Arts Council 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 Greater Denton Arts Council.

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

D. Greater Denton Arts Council 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. Greater Denton Arts Council does not have any conflicts of interest with respect to this transaction.

Each of the representations and warranties made by Greater Denton Arts Council 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. Greater Denton Arts Council 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, GREATER DENTON ARTS COUNCIL 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 GREATER DENTON ARTS COUNCIL 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 GREATER DENTON ARTS COUNCIL, 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 Greater Denton Arts Council or City, as the case may be, at the following addresses:

CITY	Greater Denton Arts Council
City of Denton, Texas	Krisi Oden
Attn: City Manager	Executive Director
215 E. McKinney	400 E, Hickory St.
Denton, TX 76201	Denton, TX 76201
sara.hensley@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. Greater Denton Arts Council 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 Greater Denton Arts Council 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 \_\_\_\_\_, 2025.

CITY OF DENTON  
SARA HENSLEY, CITY MANAGER

ATTEST:  
LAUREN THODEN, CITY SECRETARY

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

GREATER DENTON ARTS COUNCIL

Signed by:  
*Krissi Oden*  
E0E57BE7EA054B4...

APPROVED AS TO LEGAL FORM  
MACK REINWAND, CITY ATTORNEY

Digitally signed by Susan Keller  
Date: 2025.07.29 10:27:06 -05'00'

**Susan Keller**

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

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

DocuSigned by:  
*Christine Taylor* Christine Taylor  
SIGNATURE PRINT NAME

Assistant City Manager  
TITLE

Finance  
DEPARTMENT