

ORDINANCE NO.

AN ORDINANCE OF THE CITY OF DENTON APPROVING AND AUTHORIZING THE EXECUTION OF AN AGREEMENT BETWEEN THE CITY OF DENTON AND INTERFAITH MINISTRIES OF DENTON, INC., A TEXAS NONPROFIT ORGANIZATION OPERATING IN THE CITY OF DENTON, FOR THE EXPENDITURE OF CITY COUNCIL CONTINGENCY FUNDS IN THE AMOUNT OF FIVE HUNDRED DOLLARS (\$500) DESIGNATED FOR DONATION; 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, Interfaith Ministries of Denton, Inc. (Organization) is a Texas nonprofit corporation operating in the City of Denton that provides emergency assistance, basic resources, supports access to affordable housing, and provides services including utility assistance, diapers and wipes, hygiene supplies, transportation assistance, as well as other services and supplies; and

WHEREAS, Nick Stevens, Mayor Pro Tem, has requested support from available contingency funds to support the eligible organizations; and

WHEREAS, the City Council of the City of Denton hereby finds the agreement between the City and the nonprofit organization, attached hereto as Exhibit A 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 findings set forth in the preamble of this Ordinance are incorporated by reference into the body of this Ordinance and hereby ratified.

SECTION 2. The Agreement in Exhibit A and the amount designated therein for donation as indicated below is hereby approved:

Exhibit A – Interfaith Ministries - \$500 – Nick Stevens, Mayor Pro, Tem District 2.

SECTION 3. 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 Agreements, including the expenditure of funds in accordance with the terms of the Agreement.

SECTION 4. This Ordinance shall become effective immediately upon its passage and approval.

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

The Ordinance was passed and approved by the following vote [_- _- _]:

	Aye	Nay	Abstain	Absent
Mayor Chris Watts:	_____	_____	_____	_____
Jordan Villareal, District 1:	_____	_____	_____	_____
Nick Stevens, Mayor Pro Tem District 2:	_____	_____	_____	_____
Suzi Rumohr, District 3:	_____	_____	_____	_____
Joe Holland, District 4:	_____	_____	_____	_____
George Ferrie, At Large Place 5:	_____	_____	_____	_____
Jill Jester, At Large Place 6:	_____	_____	_____	_____

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

CHRIS WATTS, MAYOR

ATTEST:
KRISTI FOGLE, INTERIM CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

BY: _____

**COUNCIL CONTINGENCY FUND AGREEMENT
BETWEEN THE CITY OF DENTON AND
INTERFAITH MINISTRIES**

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 Interfaith Ministries of Denton, Inc. hereinafter referred to as “Organization”, a Texas non-profit corporation.

WHEREAS, the City has determined the services provided by Organization 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, Nick Stevens, Mayor Pro Tem, District 2, requested support from available contingency funds to support Organization; 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 ORGANIZATION

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

- A. Five Hundred and no cents (\$500.00) shall be paid to Organization by the City.
- B. Organization will maintain adequate records to establish that the City funds are used only for the purposes authorized by this Agreement.
- C. Upon request, Organization 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. Organization 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. Organization will appoint a representative who will be available to meet with City officials when requested.
- F. Organization will comply with all applicable federal, State, and local laws and policies including all state and federal anti-discrimination laws. In the event Organization fails to comply, this Agreement may be canceled, terminated, or suspended in whole or in part, and Organization may be barred from further contracts with the City.
- G. Organization 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 ORGANIZATION. City shall pay to Organization the sum specified in Article I after the Effective Date of this Agreement.

B EXCESS PAYMENT. Organization 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 Organization; 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

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

VI. WARRANTIES

Organization 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 Organization 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 Organization.

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

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

Each of the representations and warranties made by Organization 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. Organization 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, ORGANIZATION 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 ORGANIZATION 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 ORGANIZATION, 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 Organization or City, as the case may be, at the following addresses:

CITY	ORGANIZATION
City of Denton, Texas	Interfaith Ministries
Attn: Interim City Manager	Keri Caruthers
215 E. McKinney St.	Executive Director
Denton, TX 76201	1109 North Elm
cassey.ogden@cityofdenton.com	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. Organization 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 Organization 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:
KRISTI FOGLE, INTERIM CITY
SECRETARY

BY: _____

INTERFAITH MINISTRIES OF DENTON INC.

APPROVED AS TO LEGAL FORM
MACK REINWAND, CITY ATTORNEY

BY: Susan Keller

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

SIGNATURE

PRINT NAME

TITLE
Finance
DEPARTMENT