

ORDINANCE NO. 2003-119

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO APPROVE A MEMORANDUM OF UNDERSTANDING (MOU) WITH THE UNIVERSITY OF NORTH TEXAS TO AUTHORIZE PARTICIPATION IN VARIOUS RESEARCH PROJECTS ORIGINATED BY THE CITY OF DENTON; PROVIDING FOR THE EXPENDITURE OF FUNDS THEREFORE; AND DECLARING AN EFFECTIVE DATE (FILE 3024-MEMORANDUM OF UNDERSTANDING WITH THE UNIVERSITY OF NORTH TEXAS).

THE COUNCIL OF THE CITY OF DENTON HEREBY ORDAINS:

SECTION 1. That the City Manager, or his designee, is hereby authorized to execute the attached Memorandum of Understanding and to make the expenditures provided for in the Memorandum of Understanding, a copy of which is attached hereto and incorporated by reference herein.

SECTION 2. That this ordinance shall become effective immediately upon its passage and approval.

PASSED AND APPROVED this the 13th day of May, 2003.

Euline Brock
EULINE BROCK, MAYOR

ATTEST:
JENNIFER WALTERS, CITY SECRETARY

BY: Jennifer Walters

APPROVED AS TO LEGAL FORM:
HERBERT L. PROUTY, CITY ATTORNEY

BY: [Signature]

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is made and entered into as of the effective date provided herein below, by and between the City of Denton, Texas, a Texas home rule municipal corporation (the "City") and The University of North Texas, a state university ("UNT") and UNT's Institute of Applied Sciences (IAS) acting herein, by and through their duly authorized representatives.

WHEREAS, the City and UNT have established an ongoing relationship whereby UNT IAS has performed valuable professional research services for the City; and

WHEREAS, the City and UNT IAS desire to memorialize this relationship in this Memorandum of Understanding to continue to provide for such research services;

Now, Therefore, in consideration of the covenants and agreements herein contained, the parties agree as follows:

Subject to the terms and conditions contained herein, the City will contract with UNT and UNT IAS will provide, as an independent contractor, research services as provided in this MOU and in subsequent statements of work as provided herein.

1. **Purpose.** The purpose of this MOU is to streamline the process for conducting collaborative research projects that are initiated by the City. This MOU formalizes ongoing collaborative research efforts that have existed between the City and UNT IAS for a number of years. Many of these efforts have involved relatively small (less than \$25,000.00) research projects and have primarily involved the use of graduate students conducting research of use to the City and UNT IAS.

2. **Scope.** Any research project that meets the following criteria will be subject to this MOU:

- a. It is initiated by the City or jointly between the City and UNT IAS and
- b. The total project cost is \$25,000.00 or less; and
- c. A scope of work will be determined prior to the initiation of each project and agreed upon by both parties.

3. **Statement of Work.** Before initiating a project the City will submit to UNT a request for a Statement of Work outlining the scope of work for the project. Within a reasonable time thereafter, UNT shall submit to the City a proposal for the Statement of Work. Such proposal shall be approved by the UNT Office of Research Services and shall set forth the Scope of Work, estimated time of completion and estimated cost. The cost of the project shall be on a cost-reimbursable basis and shall not exceed \$25,000.00 (the "Project Cost"). UNT shall allocate five percent (5%) of the total Project Cost for overhead. The City, upon approval of UNT proposal shall notify UNT, per Section 11, of

the City's desire to proceed with each Statement of Work. Each Statement of Work shall specify the Project Cost and the Term.

4. Performance. UNT shall use all reasonable efforts to perform the services and deliver the reports and other deliverables specified in each Statement of Work within the stated time as agreed to between the parties.

5. Key Personnel. UNT shall provide a Project Director for each Statement of Work. Should the Project Director be removed from employment at UNT for any reason, the parties shall mutually agree to his/her replacement by other UNT personnel.

6. Terms and Termination. This MOU shall commence on the effective date hereof and shall continue in full force and effect for a period of three (3) years. Either party may terminate the agreement at any time by giving not less than thirty (30) days advance written notice to the other party. Termination or cancellation shall not affect the rights and obligations of the parties accrued prior to termination. The City shall be liable for all expenses incurred and all non-cancelable commitments made prior to UNT's receipt of the notice of termination and shall pay UNT for same within thirty (30) days of final invoice. On receipt of payment in full for work performed, UNT shall deliver the results of all previously unreported work in such form as it exists.

7. Payment. For the services for projects including counsel, reports, and other items delivered hereunder, City shall pay UNT on a cost-reimbursable basis in an amount not to exceed \$25,000 per Statement of Work not to exceed a total of \$100,000 per year. In the performance of work under this MOU, UNT agrees to expend funds in accordance with the budget established for each specific Statement of Work issued under this MOU.

UNT shall submit monthly invoices to the City within thirty (30) days for costs incurred during the preceding period for each Statement of Work. All invoices shall be sent to:

City of Denton/Accounts Payable
215 E McKinney St
Denton, Texas 76201

The City agrees to reimburse UNT for the costs billed within thirty (30) days of receipt of invoice. All payments shall be sent to:

Office of Grant Accounting
University of North Texas
P.O. Box 311128
Denton, TX 76203

8. Equipment. Ownership of all permanent and expendable equipment purchased by UNT under this Agreement shall become the sole property of UNT at the time of purchase, and title thereto shall vest solely in UNT.

9. Rights in Data, Copyrights and Publication. Data (which is herein defined as including, but not limited to, software, writings, sound recordings, pictorial reproductions, drawings or other graphical representations, reports, blueprints and works of any similar nature, whether or not copyrighted or copyrightable) first produced or composed by UNT employees in the performance of work under this MOU and any applicable Statement of Work shall be the property of the City, provided however, that the City shall grant to UNT a royalty-free, non-exclusive license to reproduce, modify and use all such data for its own purposes.

UNT shall be free to publish the results of work under this MOU and any applicable Statement of Work. Title to and the right to determine the disposition of any copyrights on publications relating to the performance of the work hereunder shall remain with UNT, who shall have the sole right to determine the disposition of those copyrights.

10. Inventions and Patent Rights. Title to any invention or discovery made or conceived in the performance of research by UNT under this MOU and any applicable Statement of Work shall remain with UNT, which shall have the sole right to determine the disposition of any patents or other rights resulting there from, provided however that upon issue of any patent on any such invention or discovery, the City shall have a sixty (60) day option for an exclusive license to practice the invention for a period of time and at a royalty rate to be negotiated.

11. Notices. All notices under this Agreement given by either party to the other shall be in writing and shall be sent by and addressed to the following individuals:

For UNT:

Reata Busby
Associate Vice Provost for Research
Office of Research Services
University of North Texas
P.O. Box 305250
Denton, Texas 76203-5250
rbusby@unt.edu
940.565.3940 (voice)
940.565.4277 (fax)

By Courier:

Reata Busby
Avenue C @ Chestnut
Administration Bldg.
Room 160
Denton, TX 76203
940.565.3940

For City:

City Manager, City of Denton
City Hall
215 E. McKinney
Denton, TX 76201
Fax No. 940.349.8596

12. Independent Contractor. UNT is an independent contractor and shall be free to exercise its discretion and independent judgment as to the method and means of performance of the services contracted for by the City. UNT employees shall in no sense be considered employees of the City and neither UNT nor City personnel will, by virtue of this MOU or any Statement of Work, be entitled or eligible, by reason of the contractual relationship hereby created, to participate in any benefits or privileges given or extended by either party to its employees. This agreement is not an agreement of joint venture, joint enterprise, partnership or employment.

13. Non-Indemnification. Unless otherwise required by law, neither party shall by reason of this MOU, or any applicable Statement of Work, be obligated to defend, assume the cost of defense, hold harmless, or indemnify the other from any liability to third parties for loss of or damage to property, death, or bodily injury arising out of or connected with the work under this MOU or any applicable Statement of Work.

14. Governing Law and Venue. This MOU and any applicable Statement of Work are fully performable in Denton County, Texas and shall be governed by and construed in accordance with the laws of the State of Texas.

15. Publicity. Neither party to this MOU or any applicable Statement of Work may use the name of the other in news releases, publicity, advertising, or product promotion without the prior written consent of the other, except that UNT may include the City's name in reports as required by state and federal mandates.

16. Assignment. Neither party may assign their rights and/or duties hereunder without the written permission of the other party.

17. Amendments. This MOU may be extended, renewed, or otherwise amended at any time by the mutual written consent of the parties. No modification of this MOU or waiver of the terms or conditions hereof shall be binding upon either party hereto unless approved in writing by an authorized representative, or shall be effected by the acknowledgement or acceptance of purchase order forms containing other or different terms and conditions whether or not signed by an authorized representative of the party.

18. Successors and Assigns. This MOU shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and, except as otherwise provided in this MOU, their assigns.

19. Captions. The captions to the various provisions of this MOU are for informational purposes only and shall not alter the substance of the terms and conditions of this MOU.

20. Alternative Dispute Resolution. Chapter 2260 of the Texas Government Code establishes a dispute resolution process for contracts involving goods, services and certain types of projects. If Chapter 2260 applies to this Agreement, the parties must use the statutory dispute resolution process to attempt to resolve disputes arising under this Agreement.

Signed to be effective this the 1st day of May, 2003.

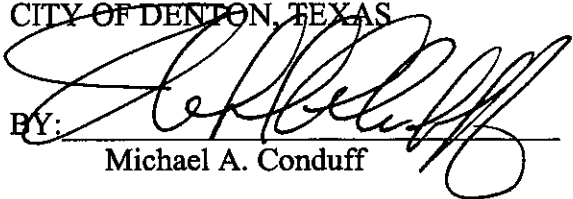
UNIVERSITY OF NORTH TEXAS

By 
Phillip C. Diebel
Vice President for
Finance & Business Affairs

Date 5/1/03

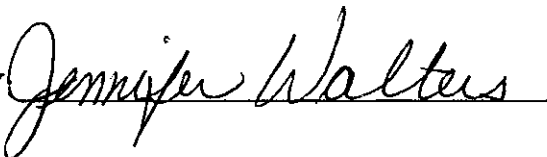
ATTEST:

APPROVED AS TO FORM:

CITY OF DENTON, TEXAS
BY: 
Michael A. Conduff

ATTEST:

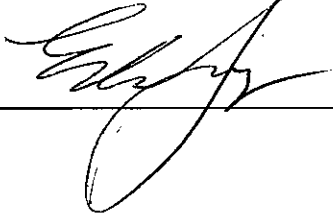
JENNIFER WALTERS, CITY SECRETARY

BY 

APPROVED AS TO FORM:

HERBERT L. PROUTY, CITY ATTORNEY

BY: _____

A handwritten signature in dark ink, appearing to read 'H. Prouty', is written over a horizontal line. The signature is stylized with a large, looping 'H' and a long, sweeping tail.

UNIVERSITY OF NORTH TEXAS
Denton, Texas

MEMORANDUM OF UNDERSTANDING
THE ENVIRONMENT

THIS AGREEMENT is entered into effective the 1st day of May, 2009, by and between the **University of North Texas**, a state institution of higher education, with business offices located at 1501 Chestnut Street, Denton, Texas, 76203 (hereinafter "UNT") and **City of Denton**, a Texas home rule municipal corporation, with business offices located at 215 East McKinney Street, Denton, Texas 76201 (hereinafter "City"). UNT and City are hereinafter referred to collectively as the "Parties" or individually as a "Party."

Background

The City of Denton and University of North Texas have an established, long-standing relationship of collaboration on research projects of mutual interest and benefit. The City of Denton is, among other interests and activities, committed to serving as a good steward of environmental resources through the development of innovative approaches, programs and initiatives to improve, protect and preserve the environment and provide environmental education to its citizens. The University of North Texas, a recognized student-centered public research university, has the skilled personnel and facilities available to undertake and facilitate such research and education. The City of Denton and UNT desire to continue this relationship and combine their respective capabilities and interests to successfully undertake future research projects.

Purpose and Vision

The purpose of this Agreement is to set-forth the process for conducting collaborative Research Projects. The terms of this Agreement shall apply to small, short-term research projects that are approved by City and performed primarily by UNT graduate students under the direct supervision of a UNT Project Director. Specifically, the Research Projects must meet the following criteria:

- a. The Research Project is initiated by City or jointly initiated by City and UNT, and
- b. The total project cost is Twenty-Five Thousand Dollars (**\$25,000.00**) or less, and
- c. The Research Project may be completed within twelve (12) months; and
- d. The Research Project advances student education and training; and
- e. The City and UNT agree that the Research Project is subject to the terms of this Agreement.

Research Projects

The City may identify and initiate Research Projects by issuing a Request for Proposal (RFP) or otherwise soliciting proposals from UNT. UNT shall prepare proposals which set-forth the project title, period of performance, project director, key personnel, compensation, budget, description of the work to be performed and any reports or deliverables due during the term of the Research Project. Proposals will be reviewed by the UNT Office of Research Services and submitted for consideration by City. Proposals shall be approved in writing and accepted for funding by an authorized representative of City. The City shall notify UNT of City's desire to proceed with Research Projects. UNT shall then make available information, resources, and technical expertise necessary for successful completion of Research Projects. UNT shall use all reasonable efforts to perform the services and deliver the reports and other items specified in the proposals.

Key Personnel

UNT shall provide a Project Director for each Research Project under this Agreement. If the Project Director or any of the key personnel are removed from employment at UNT for any reason during the term of the Research Project, the Parties shall mutually agree as to the individuals' replacement by other UNT personnel.

Period of Performance and Termination

The term of this Agreement is specified as **May 1, 2009** through **September 30, 2013** unless sooner terminated in accordance with the terms herein. Either Party hereto may terminate this Agreement or performance of Research Projects at any time by giving not less than thirty (30) days advance written notice to the other Party. Termination or cancellation shall not affect the rights and obligations of the Parties accrued prior to termination. City shall be liable for all expenses incurred and all non-cancelable commitments made prior to UNT's receipt of the notice of termination and shall pay UNT for same on receipt of a final invoice. On receipt of payment in full for work performed, UNT shall deliver the results of all previously unreported work in such form as it exists.

Cost and Payment

In consideration for performance of a Research Project by UNT, the City shall pay UNT on a cost-reimbursable basis an amount not to exceed Twenty Five Thousand Dollars (**\$25,000.00**) for expenses and other related costs. Annual compensation under this Agreement shall not exceed One Hundred Thousand Dollars (**\$100,000.00**). In the performance of work under this Agreement, UNT agrees to expend funds primarily in accordance with the budget detailed in the proposal. Administrative or Indirect Costs shall not exceed fifteen percent (15%) of the budget.

UNT shall submit monthly invoices to the City within thirty (30) days for costs incurred during the preceding period for each Research Project. All invoices shall be sent to:

City of Denton
Attn: Kenneth Banks
901-A Texas Street
Denton, Texas 76209

The City agrees to reimburse UNT for the costs billed within thirty (30) days of receipt of invoice. All payments shall be sent to:

Office of Research Services
University of North Texas
1155 Union Circle 305250
Denton, Texas 76203-5017

Equipment

City funds shall not be used to purchase permanent equipment. Ownership of expendable equipment purchased by UNT under this Agreement shall become the sole property of UNT at the time of purchase, and title thereto shall vest solely in UNT.

Rights in Data, Copyrights and Publication

Title to data (which is herein defined as including, but not limited to, software, writings, sound recordings, pictorial reproductions, drawings or other graphical representations, reports, blueprints and works of any similar nature, whether or not copyrighted or copyrightable) first produced or composed by UNT employees in the performance of work under this Agreement shall be the sole and exclusive property of UNT, who shall have the sole right to determine the disposition of copyrights or other rights resulting there from, provided, however, that UNT shall grant to the City a royalty-free, non-exclusive license to reproduce, modify and use all such data for its own purposes.

UNT shall be free to publish the results of work under this Agreement. Title to and the right to determine the disposition of any copyrights on publications relating to the performance of the work hereunder shall remain with UNT, who shall have the sole right to determine the disposition of those copyrights.

Inventions and Patent Rights

Title to all inventions and discoveries made solely by UNT inventors resulting from Research Projects under this Agreement shall reside with UNT; title to all inventions and discoveries made solely by City inventors resulting from the Research Projects shall reside with

City; title to all inventions and discoveries made jointly by UNT and City inventors resulting from the Research Projects shall reside jointly with UNT and City.

Use and Disclosure of Proprietary Information

The Parties anticipate that under this Agreement it may be necessary for to exchange information of a proprietary nature.

Proprietary Information is defined as technical data and other information (including but not limited to products, substances, organisms, technology, research results or plans, processes, know-how, reports, descriptions, drawings, compositions, strategies, trade secrets, business and financial information, and computer software) in whatever form, which is related to the Research Projects, and is disclosed or delivered by one Party to the other, whether by means of written or oral disclosures or otherwise, and has been labeled as "Confidential" or "Proprietary" by the disclosing Party. In the event of oral disclosure of Proprietary Information, the disclosing Party agrees to promptly notify the receiving Party of such oral disclosure, and reduce to writing labeled "Confidential" or "Proprietary" the information within thirty (30) days of such oral disclosure, and referencing the place and date of such oral disclosure and the names of the employees of the receiving Party to whom such oral disclosure was made, and including therein a brief description of the information disclosed.

Proprietary Information shall not be copied or reproduced by the receiving Party without the express written permission of the disclosing Party, except for such copies as may be reasonably required for accomplishment of the purpose stated above. Proprietary Information shall be disclosed only to the director or employees of the receiving Party who have a "need to know" in connection with the purpose stated above. Proprietary Information shall not be disclosed by receiving Party to any third party without the prior written consent of the disclosing Party.

Notwithstanding anything to the contrary in this Agreement, the following information shall constitute non-proprietary information:

1. Information that was in the public domain at the time of disclosure or thereafter enters the public domain through no breach of this Agreement by the receiving Party;
2. Information that was disclosed by disclosing Party to a third party without a duty of confidentiality on the third party;
3. Information that was, at the time of receipt, otherwise known to the receiving Party without restriction as to use or disclosure;
4. Information that becomes known to the receiving Party from a source other than the disclosing Party without a breach of this Agreement by the receiving Party;
5. Information that is developed independently by the receiving Party without the use of Proprietary Information disclosed to it hereunder;
6. Information disclosed by the receiving Party pursuant to judicial order, governmental regulation or statutory requirement, provided the receiving Party notifies the disclosing

Party as soon as possible (and in any event prior to such disclosure) and cooperates with the disclosing Party in the event the disclosing Party elects to contest and avoid such disclosure; or

7. Information that is disclosed more than three (3) years after it is first received hereunder.

All written data delivered by the disclosing Party pursuant to this Agreement shall be and remain the property of the disclosing Party, and all such written data, and any copies thereof, shall be promptly returned to the disclosing Party upon written request, or destroyed at the disclosing Party's option.

No license or conveyance of any rights to any discoveries, inventions, patents, trade secrets, copyrights, or other form of intellectual property is granted or implied by the exchange of Proprietary Information.

Governing Law

The Agreement shall be governed by and construed in accordance with the laws of the State of Texas.

Amendments

This Agreement may be extended, renewed, or otherwise amended at any time by the mutual written consent of the Parties. No modification of this Agreement or waiver of the terms or conditions hereof shall be binding upon either Party unless approved in writing by an authorized representative, or shall be effected by the acknowledgement or acceptance of purchase order forms containing other or different terms and conditions whether or not signed by an authorized representative of the Party.

Assignment

The Parties may not assign their rights and/or duties hereunder without the written permission of the other Party.

Compliance with Laws

UNT shall comply with all applicable federal, state and local laws, codes, regulations, rules and orders in the performance of research projects.

Independent Contractor

UNT is an independent contractor and shall be free to exercise its discretion and independent judgment as to the method and means of performance of the services contracted for by City. UNT employees shall in no sense be considered employees of City and neither UNT nor

City personnel will, by virtue of this Agreement, be entitled or eligible, by reason of the contractual relationship hereby created, to participate in any benefits or privileges given or extended by either Party to its employees.

Interpretation

The captions to the various articles of this Agreement are for informational purposes only and shall not alter the substance of the terms and conditions of this Agreement.

The Parties agree that in the event that any provision of this Agreement is found to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the validity of the remaining provisions shall not in any way be affected or impaired and shall continue in effect for the term of this Agreement.

Non-Indemnification

Unless otherwise required by law, neither Party shall by reason of this Agreement be obligated to defend, assume the cost of defense, hold harmless, or indemnify the other from any liability to third parties for loss of or damage to property, death, or bodily injury arising out of or connected with the work under this Agreement.

Notices

All notices or other communications required or permitted under this Agreement given by either Party to the other shall be in writing and shall be considered properly given if sent by U.S. Postal Service, Certified Mail, Return Receipt Requested, postage prepaid or by an overnight courier service with written verification of receipt, and addressed to the following individuals:

For UNT: Kristi Lemmon
Director of Sponsored Projects
Office of Research Services
University of North Texas
1155 Union Circle 305250
Denton, Texas 76203-5017
Telephone: 940-565-3940
Fax: 940-565-4277
Email: Kristi.lemmon@unt.edu

For City: City Manager
City of Denton
City Hall
215 East McKinney
Denton, Texas 76201

Telephone: 940-349-8307
Fax: 940-349-8596

Publicity

Neither Party to this Agreement may use the name of the other in news releases, publicity, advertising, or product promotion without the prior written consent of the other, except that UNT may include City's name, project title, and total contract value in internal and external reports.

Successors and Assignees

This Agreement shall be binding upon and inure to the benefit of the Parties and their respective heirs, executors, administrators, successors and, except as otherwise provided in this Agreement, their assignees.

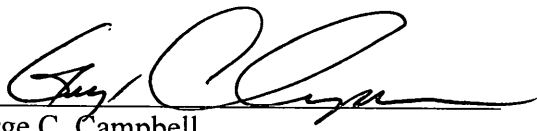
Entire Agreement

This Agreement constitutes the entire agreement between the parties and supersedes all previous agreements and understandings relating to the work to be performed.

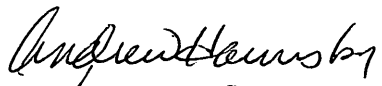
(Signatures begin on the following page.)

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective date written above.

CITY OF DENTON

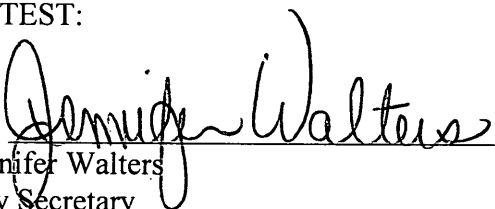
By: 
George C. Campbell
City Manager

UNIVERSITY OF NORTH TEXAS

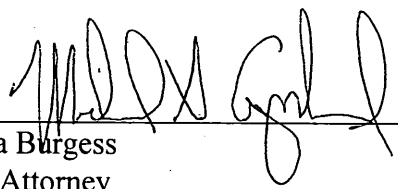
By: 

Andrew M. Harris
Vice President for Finance and
Administration

ATTEST:

By: 
Jennifer Walters
City Secretary

APPROVED AS TO LEGAL FORM:

By: 
Anita Burgess
City Attorney

Briefing

This Memorandum of Understanding (MOU) represents an extension of the MOU that has been in place between the University of North Texas and the City of Denton since May 2003. Previous MOUs have been set up for 3 year intervals, resulting in a previously renewed agreement in 2006 and the attached agreement. The original MOU was approved by the Public Utility Board and City Council in 2003. The 2009 renewal was reviewed and approved by Legal, and was then presented as an ACM update to the Public Utility Board on May 18, 2009. The PUB recommended proceeding with renewal.

The City Manager and City Secretary need to sign the three copies where indicated.

If any information is needed, contact Ken Banks at 940-349-7165

MEMORANDUM OF UNDERSTANDING

Amendment No. 1

The Memorandum of Understanding ("MOU") made and entered into on May 1, 2003 by and between the City of Denton, Texas, a Texas home rule municipal corporation (the "City") and the University of North Texas, a state university ("UNT") is hereby amended by the mutual agreement of the parties as follows:

The preamble and Agreement are changed to delete all references to UNT's Institute of Applied Sciences (IAS) and to replace with UNT.

Paragraph 6 is hereby amended to extend the term of this agreement for an additional three years and shall read:

6. Terms and Termination. This MOU shall commence on the effective date hereof (May 1, 2003) and shall continue in full force and effect for a period of six (6) years. Either party may terminate the agreement at any time by giving not less than thirty (30) days advance written notice to the other party. Termination or cancellation shall not affect the rights and obligations of the parties accrued prior to termination. The City shall be liable for all expenses incurred and all non-cancelable commitments made prior to UNT's receipt of the notice of termination and shall pay UNT for same within thirty (30) days of final invoice. On receipt of payment in full for work performed, UNT shall deliver the results of all previously unreported work in such form as it exists.

Paragraph 7 is hereby amended to correct the UNT and City of Denton mailing addresses, and shall read:

7. Payment. For the services for projects including counsel, reports, and other items delivered hereunder, City shall pay UNT on a cost-reimbursable basis in an amount not to exceed \$25,000 per Statement of Work, not to exceed a total of \$100,000 per year. In the performance of work under this MOU, UNT agrees to expend funds in accordance with the budget established for each specific Statement of Work issued under this MOU.

UNT shall submit monthly invoices to the City within thirty (30) days for costs incurred during the preceding period for each Statement of Work. All invoices shall be sent to:

City of Denton/ Attention Ken Banks
901-A Texas Street
Denton, Texas 76209

The City agrees to reimburse UNT for the costs billed within thirty (30) days of receipt of invoice. All payments shall be sent to:

Office of Research Services
University of North Texas
P.O. Box 305250
Denton, Texas 76203-5250

Paragraph 11 is hereby amended to read:

11. Notices. All notices or other communications required or permitted under this Agreement given by either party to the other shall be in writing and shall be sent by and addressed to the following individuals:

For UNT: Kristi Lemmon
Director of Sponsored Projects
Office of Research Services
University of North Texas
P.O. Box 305250
Denton, Texas 76203
lemmon@unt.edu
940.565.3940 (voice)
940.565.4277 (fax)

For City: City Manager, City of Denton
City Hall
601 E. McKinney
Denton, Texas 76201
940.349.8596 (fax)

All other provisions remain unchanged and in effect.

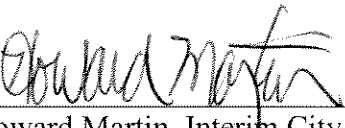
IN WITNESS WHEREOF, the parties have executed this modification to be effective this the 1st day of May, 2006.

UNIVERSITY OF NORTH TEXAS

By: Richard Raper for Phillip Diebel
Phillip C. Diebel
Vice President for Finance
and Business Affairs

Date: 4/28/06

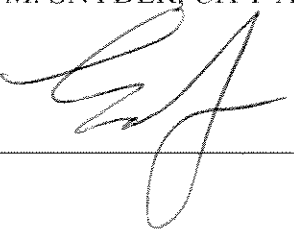
CITY OF DENTON, TEXAS

By: 
Howard Martin, Interim City Manager

ATTEST:
JENNIFER WALTERS, CITY SECRETARY

By: 

APPROVED AS TO LEGAL FORM:
EDWIN M. SNYDER, CITY ATTORNEY

By: 

22-001
ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO EXECUTE THE AMENDMENT NO. 2 TO THE "MEMORANDUM OF UNDERSTANDING – THE ENVIRONMENT" BETWEEN THE CITY OF DENTON AND THE UNIVERSITY OF NORTH TEXAS WHICH PROVIDES FOR THE EXTENSION OF THE TERMS OF SAID AGREEMENT UNTIL SEPTEMBER 30, 2026; PROVIDING FOR THE EXPENDITURE OF FUNDS THEREFOR; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Public Utilities Boards approved a "Memorandum of Understanding – The Environment" ("MOU") prior to the May 13, 2003 City Council meeting, and at such meeting the City Council approved the MOU by and between the City and the University of North Texas, by Ordinance 2003-119, which authorized participation in various research projects originated by the City of Denton, and which MOU was for a term of three (3) years from and after May 1, 2003; and

WHEREAS, on May 2, 2006, the City Council then approved a three-year extension of the above-referenced MOU entitled "Amendment No. 1 to the Memorandum of Understanding," by Ordinance No. 2006-111; and

WHEREAS, on May 18, 2009, a further extension of the MOU was approved by the Legal Department, was then presented and approved by the Public Utilities Board; and thereafter, the City Manager duly executed said extension of said MOU for the period running from May 1, 2009 through September 30, 2013; and

WHEREAS, thereafter, on April 16, 2013, the City Council approved a three-year extension of the above-referenced MOU through Ordinance 2013-105; and

WHEREAS, thereafter, on April 26, 2016, the City Council approved a five-year extension of the above-referenced MOU through Ordinance 2016-128; and

WHEREAS, both City Staff and The University of North Texas presently desire to continue the existence of the MOU for another extension term of five years, ending on September 30, 2026, as the relationship fostered by this MOU by and between the City and the University is mutually beneficial to the residents of the City of Denton, Texas and

WHEREAS, Council is of the opinion that a further extension of the MOU is in the public interest; NOW, THEREFORE,

THE COUNCIL OF THE CITY OF DENTON HEREBY ORDAINS:

SECTION 1. The recitals in the preamble of this ordinance are incorporated into the body of this ordinance as if set out fully herein.

SECTION 2. The Interim City Manager, or her designee, is hereby authorized to execute the "Amendment No. 2 Memorandum of Understanding – The Environment" ("Amendment No. 2") by and between the City of Denton and The University of North Texas, providing for the extension of the terms of said MOU through September 30, 2026; and is authorized to make the expenditures provided for in said MOU; a copy of said Amendment No. 2 is attached hereto as Exhibit "A" and is incorporated by reference.

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

The motion to approve this ordinance was made by Brian Beck and seconded by Vicki Byrd, the ordinance was passed and approved by the following vote [4 - 0]:

	Aye	Nay	Abstain	Absent
Mayor Gerard Hudspeth:	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>
Vicki Bird, District 1:	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>
Brian Beck, District 2:	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>
Jesse Davis, District 3:	<u> </u>	<u> </u>	<u>✓</u>	<u> </u>
Alison Maguire, District 4:	<u> </u>	<u> </u>	<u>✓</u>	<u> </u>
Deb Armintor, At Large Place 5:	<u> </u>	<u> </u>	<u>✓</u>	<u> </u>
Paul Meltzer, At Large Place 6:	<u>✓</u>	<u> </u>	<u> </u>	<u> </u>

PASSED AND APPROVED this the 11th day of January, 2022.


GERARD HUDSPETH, MAYOR

ATTEST:
ROSA RIOS, CITY SECRETARY

By: 

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

By: 



**UNIVERSITY OF NORTH TEXAS
Denton, Texas**

**AMENDMENT NO. 2
MEMORANDUM OF UNDERSTANDING
THE ENVIRONMENT**

Effective September 30, 2016 the University of North Texas, a state institution of higher education, with business offices located at 1155 Union Circle #305250, Denton, Texas (hereinafter "UNT") and City of Denton, a Texas home-rule municipal corporation, with business offices located at 215 East McKinney Street, Denton, Texas 76201 (hereinafter "City"), hereby agree to "Amendment No. 2 to the Memorandum of Understanding – The Environment," dated October 1, 2021, as follows:

Period of Performance and Termination is hereby amended to extend the period of performance to September 30, 2026 and shall read:

The term of this Agreement is specified as October 1, 2021 through September 30, 2026 unless sooner terminated in accordance with the terms herein. Either Party hereto may terminate this Agreement or performance of Research Projects at any time by giving not less than thirty (30) days advance written notice to the other Party. Termination or cancellation shall not affect the rights or obligations of the Parties accrued prior to termination. City shall be liable for all expenses incurred and all non-cancelable commitments made prior to UNT's receipt of the notice of termination and shall pay UNT for same on receipt of final invoice. On receipt of payment in full for work performed, UNT shall deliver the results of all previously unreported work in such form as it exists.

Notices is hereby amended as follows:

For UNT: Michael Rondelli
 AVP, Research Commercial Agreements
 1155 Union Circle #305250
 Denton, Texas 76203-5017
 940-565-4459
 researchcontracts@unt.edu

All other terms and conditions remain unchanged and in effect.

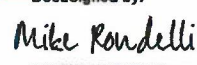
(Signatures begin on the following page.)

IN WITNESS WHEREOF, the parties hereto have executed this Amendment effective as of
January 14, 2022.

CITY OF DENTON
A Texas Municipal Corporation

THE UNIVERSITY OF NORTH TEXAS

By: 
Sara Hensley
Interim City Manager

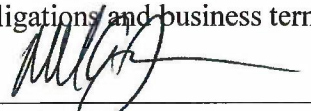
DocuSigned by:
By:  1/14/2022
0598002124047496...
Michael Rondelli
AVP, Research Commercial Agreements

ATTEST:
ROSA RIOS, CITY SECRETARY

By: 



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


Signature
Director
Title
Env. Svcs. & Sustainability
Department
Date Signed: 12/13/2021

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

By: 