

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

AN ORDINANCE OF THE CITY OF DENTON APPROVING, AND AUTHORIZING THE EXECUTION OF, AN AGREEMENT BETWEEN THE CITY OF DENTON AND DENTON BLACK FILM FESTIVAL INSTITUTE FOR THE EXPENDITURE OF CITY COUNCIL CONTINGENCY FUNDS IN THE AMOUNT OF SEVEN HUNDRED FIFTY DOLLARS (\$750) IN SUPPORT OF THE ORGANIZATION; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Denton Black Film Festival Institute is a nonprofit that educates, entertains, and inspires to share stories of the Black community, its traditions, ideas, and experiences in a multitude of ways through programming and experiences; and

WHEREAS, Gerard Hudspeth, Mayor, and Vicki Byrd, District 1, requested support from available contingency funds to support Denton Black Film Festival Institute's exhibition of the Sly Stone documentary *Sly Lives*; and

WHEREAS, the City Council of the City of Denton hereby finds the agreement between the City and Denton Black Film Festival Institute, 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 Seven Hundred Fifty Dollars (\$750) 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  
DENTON BLACK FILM FESTIVAL INSTITUTE**

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 Black Film Festival Institute, a Texas non-profit corporation.

WHEREAS, the City has determined the services provided by Denton Black Film Festival Institute 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, and Vicki Byrd, District 1, requested support from available contingency funds to support Denton Black Film Festival Institute; 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 BLACK FILM FESTIVAL INSTITUTE**

In consideration of the receipt of funds from the City, Denton Black Film Festival Institute agrees to the following terms and conditions:

A. Seven Hundred Fifty and no/100 (\$750.00) shall be paid to Denton Black Film Festival Institute by the City to be utilized for the support of the organization.

B. Denton Black Film Festival Institute will maintain adequate records to establish that the City funds are used only for the purposes authorized by this Agreement.

C. Upon request, Denton Black Film Festival Institute 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 Black Film Festival Institute 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 Black Film Festival Institute will appoint a representative who will be available to meet with City officials when requested.

F. Denton Black Film Festival Institute 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 Denton Black Film Festival Institute fails to comply, this Agreement may be canceled, terminated, or suspended in whole or in part, and Denton Black Film Festival Institute may be barred from further contracts with the City.

G Denton Black Film Festival Institute 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 BLACK FILM FESTIVAL INSTITUTE. City shall pay to Denton Black Film Festival Institute the sum specified in Article I after the Effective Date of this Agreement.

B EXCESS PAYMENT. Denton Black Film Festival Institute 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 Black Film Festival Institute; 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 Black Film Festival Institute agrees to participate in an implementation and maintenance system whereby the services can be continuously monitored. Denton Black Film Festival Institute maintains records that provide complete and accurate statements as to the status and use of City funds. In addition, upon request, Denton Black Film Festival Institute 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 Black Film Festival Institute 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 Black Film Festival Institute violates any provision of this Agreement, Denton Black Film Festival Institute' insolvency or filing of bankruptcy, dissolution, or receivership, or Denton Black Film Festival Institute' 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 Black Film Festival Institute.

## VI. WARRANTIES

Denton Black Film Festival Institute 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 Black Film Festival Institute 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 Black Film Festival Institute.

C. None of the provisions herein contravenes or is in conflict with the authority under which Denton Black Film Festival Institute doing business or with the provisions of any existing indenture or agreement of Denton Black Film Festival Institute.

D. Denton Black Film Festival Institute 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 Black Film Festival Institute does not have any conflicts of interest with respect to this transaction.

Each of the representations and warranties made by Denton Black Film Festival Institute 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 Black Film Festival Institute 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 BLACK FILM FESTIVAL INSTITUTE 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 BLACK FILM FESTIVAL INSTITUTE 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 BLACK FILM FESTIVAL INSTITUTE, 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 Black Film Festival Institute or City, as the case may be, at the following addresses:

CITY	Denton Black Film Festival Institute
City of Denton, Texas	Harry Eaddy
Attn: City Manager	
215 E. McKinney	PO Box 1217
Denton, TX 76201	Denton, TX 76202
sara.hensley@cityofdenton.com	harrrdbff@gmail.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. Denton Black Film Festival Institute 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 Black Film Festival Institute 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: \_\_\_\_\_

DENTON BLACK FILM FESTIVAL  
INSTITUTE

DocuSigned by:  
*Harry Eaddy*  
A34DA008768A478...

APPROVED AS TO LEGAL FORM  
MACK REINWAND, CITY ATTORNEY

**Susan Keller**  
Digitally signed by Susan Keller  
Date: 2025.07.29 10:35:29 -05'00'

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

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

DocuSigned by:  
*Christine Taylor*  
2B3E0ZEC63184D6  
SIGNATURE PRINT NAME

Assistant City Manager  
\_\_\_\_\_  
TITLE

Finance  
DEPARTMENT