

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 RANCH HANDS RESCUE (\$300), CUMBERLAND YOUTH AND FAMILY SERVICES (\$100), DENTON COUNTY FRIENDS OF THE FAMILY (\$200), DENTON FREEDOM HOUSE - ZERA COFFEE (\$100), SITI AND JIDO PARK FOUNDATION, INC. - LIFEWORKS COMMUNITY (\$200), PROJECT HOPE DENTON - HANDS OF HOPE (\$300), TEXAS VETERANS HALL OF FAME (\$950), GREATER DENTON ARTS COUNCIL, INC., (\$1,700), DENTON COMMUNITY FOOD CENTER (\$700), INTERFAITH MINISTRIES (\$500), SERVE DENTON (\$500), AND DENTON HOLIDAY FESTIVAL ASSOCAITON (\$850), WHICH ARE NONPROFIT ORGANIZATIONS LOCATED 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; Suzi Rumohr, Mayor Pro-Tem; Brian Beck, District 2; Jill Jester, At-Large Place 5, have requested support from available contingency funds to support the eligible organizations; and

WHEREAS, on September 22, 2025, the Community Partnership Committee reviewed and recommended 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 – Ranch Hands Rescue - \$300 - Mayor Gerard Hudspeth

Exhibit B – Cumberland Youth and Family Services - \$100 - Mayor Gerard Hudspeth

Exhibit C – Denton County Friends of the Family - \$200 - Mayor Gerard Hudspeth

Exhibit D – Denton Freedom House (Zera Coffee) - \$100 - Mayor Gerard Hudspeth

Exhibit E – Siti and Jido Park Foundation. Inc., (Lifeworks Community) - \$200 - Mayor Gerard Hudspeth

Exhibit F – Project Hope (Hands of Hope) - \$300 - Mayor Gerard Hudspeth

Exhibit G – Texas Veterans Hall of Fame - \$950 - Mayor Gerard Hudspeth and Council Member Jill Jester, At-Large Place 6

Exhibit H – Greater Denton Arts Council, Inc., - \$1,700 - Council Member Brian Beck, District 2

Exhibit I – Denton Community Food Center - \$700 - Mayor Pro-Tem Suzi Rumohr, District 3

Exhibit J – Interfaith Ministries - \$500 - Mayor Pro-Tem Suzi Rumohr, District 3

Exhibit K – Serve Denton - \$500 - Mayor Pro-Tem Suzi Rumohr, District 3

Exhibit L – Denton Holiday Festival Association - \$850 – Council Member Jill Jester, At-Large Place 6

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 [__ – __ – __]:

	Aye	Nay	Abstain	Absent
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:
INGRID REX, INTERIM CITY SECRETARY

BY: _____

APPROVED AS TO LEGAL FORM:
MACK REINWAND, CITY ATTORNEY

Susan Keller
Digitally signed by
Susan Keller
Date: 2025.09.18
21:24:59 -05'00'

BY: _____

**COUNCIL CONTINGENCY FUND AGREEMENT
BETWEEN THE CITY OF DENTON AND
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 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 fiscal year 2025 budget for such Council Contingency Fund; and

WHEREAS, Gerard Hudspeth, Mayor, requested support from available contingency funds to support Ranch Hands Rescue; 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. Three Hundred and no/100 (\$300.00) shall be paid to Ranch Hands Rescue by the City to be utilized for the support of the organization.

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 applicable equal employment opportunity and affirmative action laws or regulations. 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's insolvency or filing of bankruptcy, dissolution, or receivership, or Ranch Hands Rescue'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 Ranch Hands Rescue.

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 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 Ranch Hands Rescue.

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

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 Williams
Attn: City Manager	
215 E. McKinney	PO Box 1047
Denton, TX 76201	Argyle, TX 76226
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. 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 _____, 2025.

CITY OF DENTON
SARA HENSLEY, CITY MANAGER

ATTEST:
INGRID REX, INTERIM 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

EXHIBIT B

**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 fiscal year 2025 budget for such Council Contingency Fund; and

WHEREAS, Gerard Hudspeth, Mayor, requested support from available contingency funds to support 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. One Hundred and no/100 (\$100.00) 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 applicable equal employment opportunity and

affirmative action laws or regulations. 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 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 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: City Manager
215 E. McKinney
Denton, TX 76201
sara.hensley@cityofdenton.com

Cumberland Youth and Family Services
Courtney Banatoski

909 Greenlee St.
Denton, TX 76201
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. 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 _____, 2025.

CITY OF DENTON
SARA HENSLEY, CITY MANAGER

ATTEST:
INGRID REX, INTERIM CITY SECRETARY

BY: _____

CUMBERLAND YOUTH AND FAMILY
SERVICES

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 COUNTY FRIENDS OF THE FAMILY**

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 County Friends of the Family, a Texas non-profit corporation.

WHEREAS, the City has determined the services provided by Denton County Friends of the Family to the citizens of the City merit assistance through the Council Contingency Fund and the City has provided funds in its fiscal year 2025 budget for such Council Contingency Fund; and

WHEREAS, Gerard Hudspeth, Mayor, requested support from available contingency funds to support Denton County Friends of the Family; 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 COUNTY FRIENDS OF THE FAMILY

In consideration of the receipt of funds from the City, Denton County Friends of the Family agrees to the following terms and conditions:

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

B Denton County Friends of the Family will maintain adequate records to establish that the City funds are used only for the purposes authorized by this Agreement.

C Upon request, Denton County Friends of the Family 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 County Friends of the Family 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 County Friends of the Family will appoint a representative who will be available to meet with City officials when requested.

F Denton County Friends of the Family 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 County Friends of the Family fails to comply, this Agreement may be canceled, terminated, or suspended in whole or in part, and Denton County Friends of the Family may be barred from further contracts with the City.

G Denton County Friends of the Family 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 COUNTY FRIENDS OF THE FAMILY. City shall pay to Denton County Friends of the Family the sum specified in Article I after the Effective Date of this Agreement.

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

VI. WARRANTIES

Denton County Friends of the Family 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 County Friends of the Family 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 County Friends of the Family.

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

D. Denton County Friends of the Family 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 County Friends of the Family does not have any conflicts of interest with respect to this transaction.

Each of the representations and warranties made by Denton County Friends of the Family 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 County Friends of the Family 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 COUNTY FRIENDS OF THE FAMILY 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 COUNTY FRIENDS OF THE FAMILY 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 COUNTY FRIENDS OF THE FAMILY, 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 County Friends of the Family or City, as the case may be, at the following addresses:

CITY
City of Denton, Texas
Attn: City Manager
215 E. McKinney
Denton, TX 76201
sara.hensley@cityofdenton.com

Denton County Friends of the Family
Dr. Lisa Stanley
Board Chair
PO Box 640
Denton, TX 76202

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 County Friends of the Family 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 County Friends of the Family 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 _____, 2025.

CITY OF DENTON
SARA HENSLEY, CITY MANAGER

ATTEST:
INGRID REX, INTERIM CITY SECRETARY

BY: _____

DENTON COUNTY FRIENDS OF THE FAMILY

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
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 DBA Zera Coffee and Events, Freedom Food Pantry.

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 fiscal year 2025 budget for such Council Contingency Fund; and

WHEREAS, Gerard Hudspeth, Mayor, requested support from available contingency funds to support 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 applicable equal employment opportunity and affirmative action laws or regulations. 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' insolvency or filing of bankruptcy, dissolution, or receivership, or Denton Freedom House' 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 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 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
City of Denton, Texas
Attn: City Manager
215 E. McKinney St.
Denton, TX 76201
sara.hensley@cityofdenton.com

Denton Freedom House/Zera Coffee
Jason Young

420 E. McKinney St.
Denton, TX 76201
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. 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 _____, 2025.

CITY OF DENTON
SARA HENSLEY, CITY MANAGER

ATTEST:
INGRID REX, INTERIM CITY SECRETARY

BY: _____

DENTON FREEDOM HOUSE – ZERA COFFEE

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 Siti and Jido Park Foundation, Inc., a Texas non-profit corporation DBA, and herein after referred to as “Life Works Community.”

WHEREAS, the City has determined the services provided by Life Works Community to the citizens of the City merit assistance through the Council Contingency Fund and the City has provided funds in its fiscal year 2025 budget for such Council Contingency Fund; and

WHEREAS, Gerard Hudspeth, Mayor, requested support from available contingency funds to support 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 LIFE WORKS COMMUNITY

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

A. Two Hundred and no/100 (\$200.00) shall be paid to Life Works Community by the City to be utilized for the support of the organization.

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

C Upon request, Life Works Community 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 Life Works Community 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 Life Works Community will appoint a representative who will be available to meet with City officials when requested.

F Life Works Community 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 Life Works Community fails to comply, this Agreement may be canceled, terminated, or suspended in whole or in part, and Life Works Community may be barred from further contracts with the City.

G Life Works Community 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 LIFE WORKS COMMUNITY. City shall pay to Life Works Community the sum specified in Article I after the Effective Date of this Agreement.

B EXCESS PAYMENT. Life Works Community 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 Life Works Community; 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

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

VI. WARRANTIES

Life Works Community 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 Life Works Community 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 Life Works Community.

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

D. Life Works Community 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. Life Works Community does not have any conflicts of interest with respect to this transaction.

Each of the representations and warranties made by Life Works Community 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. Life Works Community 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, LIFE WORKS COMMUNITY 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 LIFE WORKS COMMUNITY 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 LIFE WORKS COMMUNITY, 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 Life Works Community or City, as the case may be, at the following addresses:

CITY
City of Denton, Texas
Attn: City Manager
215 E. McKinney St.
Denton, TX 76201
sara.hensley@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. Life Works Community 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 Life Works Community 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 _____, 2025.

CITY OF DENTON
SARA HENSLEY, CITY MANAGER

ATTEST:
INGRID REX, INTERIM 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

**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, 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; 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 organization.

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 applicable equal employment opportunity and affirmative action laws or regulations. 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: City Manager	
215 E. McKinney St.	1111 Wilson 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. 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 _____, 2025.

CITY OF DENTON
SARA HENSLEY, CITY MANAGER

ATTEST:
INGRID REX, INTERIM 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 G

**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 fiscal year 2025 budget for such Council Contingency Fund; and

WHEREAS, Gerard Hudspeth, Mayor, and Jill Jester, At-Large Place 6 requested support from available contingency funds to support 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. Nine Hundred Fifty and no/100 (\$950.00) 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 applicable equal employment opportunity and affirmative action laws or regulations. 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 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' insolvency or filing of bankruptcy, dissolution, or receivership, or Texas Veterans Hall of Fame' 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 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 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: City Manager	President
215 E. McKinney St.	PO Box 51288
Denton, TX 76201	Denton, TX 76205
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. 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. 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 _____, 2025.

CITY OF DENTON
SARA HENSLEY, CITY MANAGER

ATTEST:
INGRID REX, INTERIM 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 H

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

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, Inc., 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, Brian Beck, District 2, 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, Inc. agrees to the following terms and conditions:

A. One Thousand Seven Hundred and no/100 (\$1,700.00) 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	Krissi 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:
INGRID REX, INTERIM CITY SECRETARY

BY: _____

GREATER DENTON ARTS COUNCIL

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 I

**COUNCIL CONTINGENCY FUND AGREEMENT
BETWEEN THE CITY OF DENTON AND
DENTON COMMUNITY FOOD CENTER**

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 Community Food Center a Texas non-profit corporation.

WHEREAS, the City has determined the services provided by Denton Community Food Center 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, Mayor Pro-Tem Suzi Rumohr, District 3, requested support from available contingency funds to support the Denton Community Food Center; 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 COMMUNITY FOOD CENTER

In consideration of the receipt of funds from the City, Denton Community Food Center agrees to the following terms and conditions:

A. Seven Hundred and no/100 (\$700.00) shall be paid to Denton Community Food Center by the City to be utilized for the support of the organization.

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

C. Upon request, Denton Community Food Center 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 Community Food Center 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 Community Food Center will appoint a representative who will be available to meet with City officials when requested.

F. Denton Community Food Center 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 Community Food Center fails to comply, this Agreement may be canceled, terminated, or suspended in whole or in part, and Denton Community Food Center may be barred from further contracts with the City.

G. Denton Community Food Center 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 COMMUNITY FOOD CENTER. City shall pay to Denton Community Food Center the sum specified in Article I after the Effective Date of this Agreement.

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

VI. WARRANTIES

Denton Community Food Center 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 Community Food Center 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 Community Food Center.

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

D. Denton Community Food Center 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 Community Food Center does not have any conflicts of interest with respect to this transaction.

Each of the representations and warranties made by Denton Community Food Center 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 Community Food Center 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 COMMUNITY FOOD CENTER 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 COMMUNITY FOOD CENTER 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 COMMUNITY FOOD CENTER, 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 Community Food Center or City, as the case may be, at the following addresses:

CITY	Denton Community Food Center
City of Denton, Texas	
Attn: City Manager	
215 E. McKinney	306 N. Loop 288, STE 400
Denton, TX 76201	Denton, TX 76209
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. Denton Community Food Center 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 Community Food Center 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:
INGRID REX, INTERIM CITY SECRETARY

BY: _____

DENTON COMMUNITY FOOD CENTER

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 J

**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 a Texas non-profit corporation.

WHEREAS, the City has determined the services provided by Interfaith Ministries 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, Mayor Pro-Tem Suzi Rumohr, District 3, requested support from available contingency funds to support the Interfaith Ministries; 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 INTERFAITH MINISTRIES

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

A. Five Hundred and no/100 (\$500.00) shall be paid to Interfaith Ministries by the City to be utilized for the support of the organization.

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

C. Upon request, Interfaith Ministries 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. Interfaith Ministries 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. Interfaith Ministries will appoint a representative who will be available to meet with City officials when requested.

F. Interfaith Ministries 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 Interfaith Ministries fails to comply, this Agreement may be canceled, terminated, or suspended in whole or in part, and Interfaith Ministries may be barred from further contracts with the City.

G. Interfaith Ministries 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 INTERFAITH MINISTRIES. City shall pay to Interfaith Ministries the sum specified in Article I after the Effective Date of this Agreement.

B. EXCESS PAYMENT. Interfaith Ministries 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 Interfaith Ministries; 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

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

VI. WARRANTIES

Interfaith Ministries 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 Interfaith Ministries 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 Interfaith Ministries.

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

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

Each of the representations and warranties made by Interfaith Ministries 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. Interfaith Ministries 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, INTERFAITH MINISTRIES 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 INTERFAITH MINISTRIES 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 INTERFAITH MINISTRIES, 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 Interfaith Ministries or City, as the case may be, at the following addresses:

CITY	Interfaith Ministries
City of Denton, Texas	Keri Caruthers
Attn: City Manager	Executive Director
215 E. McKinney	1109 N Elm St. #1
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. Interfaith Ministries 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 Interfaith Ministries 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:
INGRID REX, INTERIM CITY SECRETARY

BY: _____

INTERFAITH MINISTRIES

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

**COUNCIL CONTINGENCY FUND AGREEMENT
BETWEEN THE CITY OF DENTON AND SERVE
DENTON**

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 Serve Denton a Texas non-profit corporation.

WHEREAS, the City has determined the services provided by Serve Denton 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, Mayor Pro-Tem Suzi Rumohr, District 3, requested support from available contingency funds to support the Serve Denton; 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 SERVE DENTON

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

A. Five Hundred and no/100 (\$500.00) shall be paid to Serve Denton by the City to be utilized for the support of the organization.

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

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

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

G. Serve Denton 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 SERVE DENTON. City shall pay to Serve Denton the sum specified in Article I after the Effective Date of this Agreement.

B. EXCESS PAYMENT. Serve Denton 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 Serve Denton; 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

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

VI. WARRANTIES

Serve Denton 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 Serve Denton 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 Serve Denton.

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

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

Each of the representations and warranties made by Serve Denton 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. Serve Denton 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, SERVE DENTON 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 SERVE DENTON 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 SERVE DENTON, 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 Serve Denton or City, as the case may be, at the following addresses:

CITY
City of Denton, Texas
Attn: City Manager
215 E. McKinney
Denton, TX 76201
sara.hensley@cityofdenton.com

Serve Denton
Pat Smith
CEO
306 n Loop 288
Denton, TX 76209

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. Serve Denton 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 Serve Denton 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:
INGRID REX, INTERIM CITY SECRETARY

BY: _____

SERVE 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 L

**COUNCIL CONTINGENCY FUND AGREEMENT
BETWEEN THE CITY OF DENTON AND
DENTON HOLIDAY FESTIVAL ASSOCIATION,
INC.**

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 Holiday Festival Association Inc., a Texas non-profit corporation.

WHEREAS, the City has determined the services provided by Denton Holiday Festival Association 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, Mayor Pro-Tem Suzi Rumohr, District 3, requested support from available contingency funds to support the Denton Holiday Festival Association; 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 HOLIDAY FESTIVAL ASSOCIATION

In consideration of the receipt of funds from the City, Denton Holiday Festival Association, Inc. agrees to the following terms and conditions:

A. Five Hundred and no/100 (\$500.00) shall be paid to Denton Holiday Festival Association by the City to be utilized for the support of the organization.

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

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

F. Denton Holiday Festival Association 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 Holiday Festival Association fails to comply, this Agreement may be canceled, terminated, or suspended in whole or in part, and Denton Holiday

Festival Association may be barred from further contracts with the City.

G. Denton Holiday Festival Association 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 HOLIDAY FESTIVAL ASSOCIATION. City shall pay to Denton Holiday Festival Association the sum specified in Article I after the Effective Date of this Agreement.

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

VI. WARRANTIES

Denton Holiday Festival Association 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 Holiday Festival Association 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 Holiday Festival Association.

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

D. Denton Holiday Festival Association 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 Holiday Festival Association does not have any conflicts of interest with respect to this transaction.

Each of the representations and warranties made by Denton Holiday Festival Association 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 Holiday Festival Association 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 HOLIDAY FESTIVAL ASSOCIATION 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 HOLIDAY FESTIVAL ASSOCIATION 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 HOLIDAY FESTIVAL ASSOCIATION, 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 Holiday Festival Association or City, as the case may be, at the following addresses:

CITY
City of Denton, Texas
Attn: City Manager
215 E. McKinney
Denton, TX 76201
sara.hensley@cityofdenton.com

Denton Holiday Festival Association
Marybeth Reinke
Chair
PO Box 2765
Denton, TX 76202

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 Holiday Festival Association 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 Holiday Festival Association 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:
INGRID REX, INTERIM CITY SECRETARY

BY: _____

DENTON HOLIDAY FESTIVAL ASSOCIATION

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