

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

AN ORDINANCE OF THE CITY OF DENTON AUTHORIZING AN AGREEMENT BETWEEN THE CITY OF DENTON AND AMERICAN LEGION POST 71; PROVIDING FOR THE EXPENDITURE OF COUNCIL CONTINGENCY FUNDS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, American Legion Post 71 is a nonprofit organization that serves veterans and the surrounding community; and

WHEREAS, Jesse Davis, District 3, requested support from available contingency funds to aide in a clean-up event; and

WHEREAS, the Community Partnership Committee recommends \$370 in use of Council contingency funds to support the clean-up event; and

WHEREAS, the City Council of the City of Denton hereby finds the agreement between the City and American Legion Post 71, attached hereto and made a part hereof by reference (the "Agreement"), furthers a charitable cause, economic or community growth, or public interest; NOW THEREFORE,

THE COUNCIL OF THE CITY OF DENTON HEREBY ORDAINS:

SECTION 1. The findings set forth in the preamble of this Ordinance are incorporated by reference into the body of this Ordinance as if fully set forth herein.

SECTION 2. The City Manager, or designee, is hereby authorized to execute the Agreement and to carry out the duties and responsibilities of the City under the Agreement, including the expenditure of funds in an amount not to exceed \$370 in accordance with the terms of the Agreement.

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

The motion to approve this ordinance was made by \_\_\_\_\_ and seconded by \_\_\_\_\_. This ordinance was passed and approved by the following vote [\_\_\_ - \_\_\_]:

	<b>Aye</b>	<b>Nay</b>	<b>Abstain</b>	<b>Absent</b>
Mayor Gerard Hudspeth:	_____	_____	_____	_____
Vicki Byrd, District 1:	_____	_____	_____	_____
Brian Beck, District 2:	_____	_____	_____	_____
Jesse Davis, District 3:	_____	_____	_____	_____
Alison Maguire, District 4:	_____	_____	_____	_____
Brandon Chase McGee, At Large Place 5:	_____	_____	_____	_____
Chris Watts, At Large Place 6:	_____	_____	_____	_____

PASSED AND APPROVED this the \_\_\_\_\_ day of \_\_\_\_\_, 2022.

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

ATTEST:  
ROSA RIOS, CITY SECRETARY

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

APPROVED AS TO LEGAL FORM:  
MACK REINWAND, CITY ATTORNEY



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

**COUNCIL CONTINGENCY FUND AGREEMENT  
BETWEEN THE CITY OF DENTON AND  
AMERICAN LEGION POST 71**

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 American Legion Post 71, a Texas non-profit corporation.

WHEREAS, City has determined the services provided by American Legion Post 71 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, 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 AMERICAN LEGION POST 71**

In consideration of the receipt of funds from City, American Legion Post 71 agrees to the following terms and conditions:

A. Three Hundred Seventy Dollars and no/100 (\$370.00) shall be paid to American Legion Post 71 by City to be utilized for paying general expenses.

B. American Legion Post 71 will maintain adequate records to establish that the City funds are used for the purposes authorized by this Agreement. Funds shall be used on expenses not prohibited or deemed criminal pursuant to Texas law.

C. Upon request, American Legion Post 71 will permit authorized officials of 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 copies 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.

D. American Legion Post 71 will not enter into any contracts that would encumber City funds for a period that would extend beyond the term of this Agreement.

E. American Legion Post 71 will appoint a representative who will be available to meet with City officials when requested.

F. American Legion Post 71 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 of American Legion Post 71's non-compliance with the non-discrimination requirements, the Agreement may be canceled, terminated, or suspended in whole or in part, and American Legion Post 71 may be barred from further contracts with City.

G. American Legion Post 71 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 American Legion Post 71, unless the contract is sooner terminated under Section V “Termination”.

## III. PAYMENTS

A. PAYMENTS TO AMERICAN LEGION HALL. City shall pay to American Legion Post 71 the sum specified in Article II after the effective date of this Agreement.

B. EXCESS PAYMENT. American Legion Post 71 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 American Legion Post 71; 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

American Legion Post 71 agrees to participate in an implementation and maintenance system whereby the services can be continuously monitored. American Legion Post 71 shall maintain records that provide complete and accurate statements as to the status and use of City funds. In addition, upon request, American Legion Post 71 agrees to provide City the following data and reports, or copies thereof: all external or internal audits. American Legion Post 71 shall submit a copy of the annual independent audit to 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 American Legion Post 71 violates any covenants, agreements, or guarantees of this Agreement, American Legion Post 71’s insolvency or filing of bankruptcy, dissolution, or receivership, or American Legion Post 71’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.

## VI. WARRANTIES

American Legion Post 71 represents and warrants that:

A. All financial reports, information, reports, records, and data heretofore or hereafter requested by City and furnished to City, are complete and accurate and fairly reflect the financial conditions of American Legion Post 71, if applicable, 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 American Legion Post 71.

C. None of the provisions herein contravenes or is in conflict with the authority under which American Legion Post 71 is doing business or with the provisions of any existing indenture or agreement of American Legion Post 71.

D. American Legion Post 71 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. American Legion Post 71 does not have any conflicts of interest with respect to this transaction.

Each of these representations and warranties 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, except when the terms of this Agreement expressly provide that another method shall be used.

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. American Legion Post 71 shall notify City of any changes in personnel or governing board composition.

## VIII. INDEMNIFICATION

**TO THE EXTENT AUTHORIZED BY LAW, AMERICAN LEGION POST 71 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 IN CONNECTION WITH THE**

**PERFORMANCE BY AMERICAN LEGION POST 71 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 AMERICAN LEGION POST 71, 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, or facsimile, addressed to American Legion Post 71 or City, as the case may be, at the following addresses:

CITY	American Legion Post 71
City of Denton, Texas	Forrest Beadle
Attn: City Manager	Commander
215 E. McKinney	2501 Spencer rd.
Denton, TX 76201	Denton, TX 76205
E-Mail: sara.hensley@cityofdenton.com	E-Mail: cmdr@txlegionpost71.org

Either party may change its mailing address by sending notice of change of address to the other at the above address by certified mail, return receipt requested.

**X. MISCELLANEOUS**

A. American Legion Post 71 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 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 American Legion Post 71 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 of covenant or default which may then or subsequently be committed by American Legion Post 71. Neither shall such payment, act, or omission in any manner impair or prejudice any right, power, privilege, or remedy available to City to enforce its rights hereunder, which rights, powers, privileges, or remedies are always specifically preserved. No representative or agent of City may waive the effect of this provision.

D. This Agreement, together with referenced exhibits and attachments, constitutes the entire agreement between the parties hereto, and any prior agreement, assertion, statement, understanding, or other commitment occurring during the term of this Agreement or subsequent thereto, have any legal force or effect whatsoever, unless properly executed in writing, and if

appropriate, recorded as an amendment of this Agreement.

E. This Agreement shall be interpreted in accordance with the laws of the State of Texas and venue of any litigation concerning this Agreement shall be in a court of competent jurisdiction sitting in Denton County, Texas.

IN WITNESS WHEREOF, the parties do hereby affix their signatures and enter into this Agreement as of the \_\_\_\_\_ day of \_\_\_\_\_, 2022.

CITY OF DENTON  
SARA HENSLEY, CITY MANAGER

ATTEST:  
ROSA RIOS, CITY SECRETARY

\_\_\_\_\_

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

AMERICAN LEGION POST 71  
FORREST C. BEADLE, COMMANDE

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                      Cassey Ogden  
PRINT NAME

Chief Financial Officer  
TITLE

Finance  
DEPARTMENT