

PROFESSIONAL SERVICES AGREEMENT
for
Design, Creation, Fabrication, and Installation of Public Art

The City of Lewisville, Texas, a Texas home rule municipality (the “City”), hereby engages FROGTREE STUDIOS, LLC, a Texas Limited Liability Corporation authorized to conduct business in Texas (the “Artist”), to perform professional services in connection with the Centennial Trail Public Art Project (the “Project”), to be located along the planned Centennial Trail, running generally between Central Park (1899 Edmonds Ln) and Glory Park/Parque la Gloria (301 E. Southwest Parkway) in the City. The City and Artist shall be referred to herein collectively as the “Parties.”

1. SCOPE OF WORK. The scope of work for the Project is described as follows:

A. Phase 1 – Plan of Work:

1. The Artist shall, in cooperation with appropriate representatives of the City, develop a plan of work for the Project (the “Plan of Work”) to complete design, fabrication, and installation of the art in the manner set forth herein (the “Artwork”). The Plan of Work shall be completed within forty-five (45) days of the Effective Date (hereinafter defined).
2. The Plan of Work shall be subject to review and approval by the Director and, upon approval, shall become part of this Agreement and shall be attached hereto as Exhibit B.
3. The Plan of Work will provide target dates for at least three visits by the Artist to Lewisville to be included in the scope of the Project, for (1) the initial site visit, (2) a community engagement event, and (3) installation and possibly an Artwork unveiling event, as set forth in Section 1.E.4, below.
4. The Plan of Work shall provide a set of target dates for completion of all phases of the design, fabrication, and installation of the Artwork, which may be amended by the City’s Director of Parks and Recreation or her designee (the “Director”) as set forth in Section 7, below.
5. The Plan of Work shall include a preliminary site plan for installation of the Artwork. This site plan may be adjusted by agreement between the Artist and the Director as needed at the time of installation.
6. The Plan of Work shall generally align with the description of the Artwork provided in the Artist’s Proposal, attached hereto as Exhibit C, and include an assortment of walking path inlays, small to medium size sculptures, and trailhead totem embellishments.

B. Phase 2 – Design Finalization:

1. The completed design of the Artwork (the “Final Design”) shall include:
 - a) drawings necessary to communicate the Artist’s intent,
 - b) materials specifications,
 - c) finish recommendations,
 - d) description of the proposed fabrication and installation methods,
 - e) narrative description, budget,

- f) materials samples,
 - g) description of appropriate permanent measures or devices to protect the Artwork from undue wear or damage, vandalism, or loss,
 - h) any other information or materials necessary to fully describe the Artwork as proposed, and
 - i) a preliminary written set of instructions for regular maintenance of the Artwork.
2. The Artist will provide detailed digital imagery and a maquette of one of the animal sculptures for this Project as part of the Final Design to be reviewed by City staff and volunteers as part of the design review and approval process.
 - a) The City will be given the maquette at the end of the project.
 3. The Final Design shall be subject to review and approval by the Director.

C. Phase 3 – Community Engagement :

1. The Artist shall work with the Director, who may request input or approvals from the City’s Arts Advisory Board, to plan the community engagement element of the Project to create or customize small tiles which will be incorporated into larger elements of the final Artwork.
2. The Artist shall work with City staff to plan and execute the community involvement element of the Project completion that will take place on a mutually agreeable date and time. The Artist shall furnish or make arrangements for all supplies required for the community engagement element to be delivered in time for the community engagement element event, and the City shall furnish any support items for this event including tent, tables, volunteers (if needed), signage, and promotion. The Artist is expected to facilitate, in person at the event, this community engagement element.

D. Phase 4 - Material Fabrication of Artwork:

1. The Artist shall fabricate the Artwork as approved in the Final Design.
2. The City understands that the Artist may wish to adjust layout, and final finishes of the pieces to maximize the beauty of the finished Artwork. Any change, including design, color, size, material, and texture, to the Artwork which deviates from the Final Design must be approved in writing by the Director before the change is made. Written approval may be requested or provided via e-mail. If the Director does not respond to a request to change the Final Design within five (5) business days, such failure to respond shall be considered approval of such change.

E. Phase 5 – Final Completion and Installation of the Artwork:

1. The Artist shall install the Artwork at the site designated by the Parties in the Plan of Work or at another site agreed to as set forth in Section 1.A., above, in accordance with the Final Design, at which point title of the Artwork shall transfer to the City following inspection and acceptance, as set forth in Section 2.C., below.

2. The City will work with Artist to prepare, at City's own expense, the site for installation of the Artwork to the Artist's specifications. This will include site preparation and foundation creation to receive works of art created or their base stones and bases for totem embellishments as approved installation areas as set forth in the Final Design.
 - a. This will not include bench-sized stones for use as art work mounts, these must be provided at the Artist's expense.
 - b. City will provide heavy equipment and operators to unload all Artwork under Artist supervision.
 - c. For the embedded trail mosaics, Artist will prepare mosaics in advance that can be applied to the wet cement. Artist (or Artist's representative) will perform first application and will provide knowledge transfer to City construction contractor to install the remaining trail mosaics on contractor's own schedule.
3. The date for installation shall be confirmed by the Parties in writing no later than thirty (30) days prior to installation.
4. It is preferred that the Artist also be in attendance at the Artwork unveiling event. If the installation of the Artwork is scheduled to occur more than 48 hours before the unveiling event is scheduled the Artist is encouraged to attend the unveiling event, but travel costs will not be covered by this Agreement.

F. Phase 6 – Project Documentation:

1. The Artist shall assist with creating a project identification plaque(s) for the Artwork by providing, at least 60 days before the date of installation, the title of the Artwork, the Artist's name, and the year of completion. The City will design, purchase and install the plaque(s). The City has sole decision-making authority regarding the design, quantity and placement of identification plaque(s).
2. Within 30 days of the transfer of title of the Artwork to the City as outlined herein, the Artist shall provide to the City the following:
 - a) a publication-ready JPEG of each part of the Artwork, with a minimum resolution of 350 dpi and a minimum size of 7 inches on the longest edge,
 - b) a JPEG of each part of the Artwork in situ at the work site, meeting the same resolution and size parameters as outlined in Section 1.F.2.a., above,
 - c) a complete written description of each part of the Artwork,
 - d) final written instructions for appropriate maintenance and preservation of each part of the Artwork, including a maintenance schedule, and
 - e) a comprehensive list of all materials and techniques used in the creation of each part of the Artwork (e.g., gauge and type of metal, adhesive materials, clay body and firing, etc.)

2. SPECIAL TERMS OF THIS AGREEMENT

A. Warranties.

1. Warranties of Title: The Artist represents and warrants that the Artwork will be (a) solely the result of the artistic effort of the Artist, (b) unique and original, except as otherwise disclosed in writing to City, (c) not a duplicate, nor has a duplicate of the Artwork been accepted for sale elsewhere unless disclosed and approved by City in writing, (d) not infringing upon any copyright, and (e) free and clear of any liens or claims from any source whatsoever.
2. For a period of 3 (three) years following the installation of the Artwork, the Artist agrees to replace or correct any material defects in the Artwork, whether caused by defects or failure in the design, workmanship, or materials used in the Artwork. In the event the City asks the Artist to repair damage to the art caused by vandalism, collision, or other unforeseeable environmental damage, the City shall reimburse the Artist for the reasonable material and labor costs for repairs.
3. The warranties described in sections 2.A.1 and 2.A.2 shall survive the transfer of the title to the Artwork to the City as outlined herein, subject to the required periodic maintenance by the City according to directions provided by the Artist. The City shall give written notice to the Artist of any breach of these warranties within 120 days of the breach. The Artist shall, at the request of City and at no cost to City, reasonably and promptly cure the breach of any such warranty that is repairable or replaceable by the Artist. Such repair shall be consistent with accepted practices of professional conservation (including, for example, repair by means of restoration, refurbishing or re-creation of part or all of the Artwork). If the breach of any such warranty is not repairable by the Artist, the Artist shall replace the Artwork or component of the Artwork as needed to cure the breach of warranty.

B. Risk of Loss or Damage.

Risk of loss or damage to the Artwork shall be borne by the Artist until title to the Artwork transfers to the City as outlined in Section 2.C., below. Until title transfers to the City, the Artist shall take such measures as are necessary to protect the Artwork from loss or damage, including carrying insurance to cover the risk of damage to the Artwork as more specifically outlined in Section 5, below.

C. Title to the Artwork.

1. Upon installation of the Artwork in accordance with Section 1.E., above, the Director shall inspect or cause to be inspected the Artwork, and determine if all work has been performed in accordance with this Agreement and the installed Artwork is satisfactory.
 - a) If the Director determines that the installed Artwork is satisfactory and has been completed and installed in accordance with this Agreement, the Director shall issue a notice of acceptance to the Artist and title to the Artwork shall transfer to the City.

- b) In the event that the Director determines that the Artist has substantially failed to fulfill their obligations as outlined herein, the Director will provide the Artist with written notice detailing the specific obligation which the City claims the Artist failed to fulfill and notifying the Artist that the Artist is in breach of this Agreement. If the breach is not cured or the Parties cannot agree on a schedule for curing the breach, this Agreement will terminate on a date specified by the City which will be no sooner than ten (10) business days from the date of issuance of the notice contemplated in this Section. Upon receipt of notice under this section, the Artist will promptly discontinue all services affected (unless otherwise directed in writing in the notice) except to cure the applicable breach. The City will have the right, upon termination pursuant to this subsection, to all completed work and deliverables on the Project which the Artist has produced and for which payment has been made, and will have the right, as set forth in section 2.C.3, below, to have the Artwork completed by another person or persons.
2. If the City fails, within 30 days of final completion and installation of the Artwork by the Artist, to execute a notice of acceptance or notify the Artist in writing of any outstanding issues, title and ownership of the Artwork shall automatically transfer from the Artist to the City.
 3. Should the Artist fail to complete the Artwork for any reason, including due to termination caused by breach of this Agreement pursuant to Section 2.C.1.b., above, the Artist, the Artist's heirs, executors, administrators or assignees, as the case may be, will, within thirty (30) days of the Artist ceasing production of the Artwork, transfer title of the Artwork to the City for that portion of the Artwork completed prior to the Artist ceasing production of the Artwork (the "Artwork in Progress"). Upon obtaining a title for the Artwork in Progress, the Client will pay the Artist for all services satisfactorily performed by the Artist and may, at its sole option, complete the Artwork or cause the Work to be completed. If the Artwork is completed pursuant to this section, the Parties will be joint and equal owners of the copyright in the Artwork and the Artist acknowledges and agrees that such actions will not violate or infringe any moral rights that the Artist may have in relation to the Artwork in Progress or the Artwork. Notwithstanding the foregoing, the Artist will not be relieved of liability to the City for damages sustained by the City by virtue of their failure to complete the Artwork, and the City may reasonably withhold payments to the Artist until such time as the exact amount of such damages due to the City from the Artist are determined. The City may offset any such damages determined against any amounts owing to the Artist under this Agreement.

D. Reproduction Rights

1. General

The Artist retains all rights under the Copyright Act of 1976, 17 U.S.C. 101 et seq., and all other rights in and to the Artwork, except ownership and possession and except as such rights are otherwise limited by this Agreement. The Artist agrees not to create a

substantially identical replica of the Artwork, either in full or reduced scale, without prior written approval from the City. The Artist grants to the City and its successors a perpetual, irrevocable license to reproduce, depict, or display the Artwork for promotional purposes, including but not limited to reproductions used in advertising, brochures, media publicity, educational materials, and catalogues or other similar publications. Any reproductions intended for commercial purposes can be licensed from Artist under separate agreement.

2. Artist Credit

All reproductions of the Artwork by the City shall credit the Artist and include a copyright notice substantially in the following form: “© (Artist’s name), installation date”, and credit to the City as follows: “Funded through the Public Art Program of the City of Lewisville, Texas”.

3. Artist Reproduction Credit

The Artist shall include on or in any image or other form of reproduction of the Artwork or any portion of the Artwork which is initiated or authorized by the Artist, a credit to the City in the following form: “Collection of the Public Art Program of the City of Lewisville, Texas.”

E. Artist’s Rights

1. General

In all matters pertaining to the Artwork and its maintenance, including but not limited to the provisions in this Agreement, the provisions of the Visual Artists’ Rights Act (VARA) shall apply, except that the Artist hereby waives all rights under VARA regarding movement, removal, or destruction of the Artwork, and grants the City the right to move, remove, or destroy the Artwork at the City’s sole discretion. If the City seeks to destroy the Artwork, then the City shall make a reasonable, good faith effort to so notify the Artist in advance, and the Artist may, at the Artist’s expense, retrieve the Artwork.

2. Maintenance.

The City recognizes that maintenance of the Artwork on a regular basis is essential to the integrity of the Artwork. The City shall reasonably ensure that the Artwork is properly maintained and protected maintenance schedule and instructions required herein.

3. Repairs and Restoration.

a. The City shall have the right to determine, after consultation with a professional fine art conservator, when and if repairs and restorations to the Artwork will be made. To the extent practicable, the Artist, during the Artist’s lifetime, shall be given the opportunity to make or personally supervise significant repairs and restorations recommended by a professional fine art conservator.

b. If the repair or restoration is needed three years or more after transfer of title of the Artwork under this Agreement, the City and the Artist shall agree in writing, prior to the commencement of any significant repairs or restoration, upon the Artist’s fee for such services, provided such funds to pay the fee are available, and provided that

Texas laws, including but not limited to procurement laws, allow the City to contract with the Artist for the Artist's services.

- c. All repairs and restorations shall be made in accordance with accepted practices of professional fine art conservation.

F. Artist as Independent Contractor.

The Artist and the Artist's agents and employees are independent contractors performing services for the City and are not employees of the City. Neither the Artist nor the Artist's agents and employees shall accrue leave, retirement, insurance, bonding, use of City vehicles, or any other benefits afforded to employees of the City as a result of this Agreement. No term or provision herein or act of the City shall be construed as changing that status.

G. Subcontracting.

The Artist may subcontract portions of the services to be provided hereunder at the Artist's expense provided that said subcontracting shall not affect the design, appearance, intent or visual quality of the Artwork as approved by the City and provided that such services shall be carried out under the personal supervision and expense of the Artist.

3. **PRIORITY OF DOCUMENTS.** The Agreement shall include the following documents, and this Agreement does hereby expressly incorporate same herein as if set forth verbatim in this Agreement:

- A. This Agreement
- B. The City's Insurance Requirements, attached hereto as Exhibit "A"
- C. The Plan of Work, to be attached hereto as Exhibit "B"
- D. The Artist's Proposal, attached hereto as Exhibit "C"

To the extent that any attachment is in conflict with provisions of this Agreement or each other, the provisions of this Agreement, then the provisions of Exhibit "A", followed by Exhibit "B", then Exhibit "C" shall prevail in the order listed. **Any preprinted or standard terms and conditions or conditions of sale incorporated into Exhibit "C" by reference are hereby declared void by agreement of the Parties.**

4. **COMPENSATION.** The total fee for services provided under this Agreement shall not exceed \$50,000.

A. Compensation for the work performed under this Agreement shall be paid to the Artist as work is completed on the Project, on the following schedule:

1. Ten thousand dollars (\$10,000.00) upon execution of this Agreement.
2. Ten thousand dollars (\$10,000.00) upon completion of Phases 1 and 2.
3. Fifteen thousand dollars (\$15,000.00) once 50% of the fabrication of the Artwork is complete and documented to the satisfaction of the City.
4. Ten thousand dollars (\$10,000.00) once 100% of the fabrication of the Artwork is complete and documented to the satisfaction of the City.

5. Five thousand dollars (\$5,000.00) following completion of all Phases of the Agreement as outlined in Section 1, above, including but not limited to installation of the Artwork and upon the passing of the title of the Artwork to the City and completion of the duties of the Artist as outlined herein, including delivery of all deliverables to the City.

Invoices shall be submitted by cover letter from the Artist. The letter shall certify that the invoice properly represents work actually done. The City reserves the right to request additional justification prior to payment of any invoice. If satisfactory justification is not received, the City reserves the right to amend the invoice or to refuse to make payment without incurring penalty or interest. Invoices shall be based on the compensation schedule presented in Section 4.A. The City agrees to make prompt payments for all approved invoices and agrees to pay interest at the rate approved by law for approved invoices not paid within 30 days from the date of approval.

5. **INSURANCE.** The Artist agrees to maintain insurance throughout the term of the Agreement, in accordance with Exhibit “A”. All Certificates of Insurance shall be kept current and shall be forwarded to the Purchasing Division of the City by cover letter from the Artist. Certificates of insurance must be received and approved prior to commencement of work. The Artist shall also review and forward certificates covering sub-artists and sub-consultants.

6. **THE ARTIST AGREES TO DEFEND, INDEMNIFY AND HOLD THE CITY, ITS OFFICERS, AGENTS AND EMPLOYEES, HARMLESS AGAINST ANY AND ALL CLAIMS, LAWSUITS, JUDGMENTS, COSTS AND EXPENSES FOR PERSONAL INJURY (INCLUDING DEATH), PROPERTY DAMAGE OR OTHER HARM FOR WHICH RECOVERY OF DAMAGES IS SOUGHT, SUFFERED BY ANY PERSON OR PERSONS, THAT MAY ARISE OUT OF OR BE OCCASIONED BY ARTIST’S BREACH OF ANY OF THESE TERMS AND CONDITIONS OR BY ANY NEGLIGENT OR STRICTLY LIABLE ACT OR OMISSION, INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER COMMITTED BY ARTIST, ITS OFFICERS, AGENTS, EMPLOYEES OR SUBCONTRACTORS, IN THE PERFORMANCE OF THIS AGREEMENT; EXCEPT THAT THE INDEMNITY PROVIDED FOR IN THE PARAGRAPH SHALL NOT APPLY TO ANY LIABILITY RESULTING FROM THE SOLE NEGLIGENCE OR FAULT OF THE CITY, ITS OFFICERS, AGENTS, EMPLOYEES OR SEPARATE CONTRACTORS, AND IN THE EVENT OF JOINT AND CONCURRING NEGLIGENCE OR FAULT OF THE ARTIST AND THE CITY, RESPONSIBILITY AND INDEMNITY, IF ANY, SHALL BE APPORTIONED IN ACCORDANCE WITH THE LAW OF THE STATE OF TEXAS, WITHOUT WAIVING ANY GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW AND THE CITY’S REASONABLE ATTORNEY’S FEES SHALL BE REIMBURSED IN PROPORTION TO THE ARTIST’S LIABILITY. THE PROVISIONS OF THIS PARAGRAPH ARE SOLELY FOR THE BENEFIT OF THE PARTIES HERETO AND NOT INTENDED TO CREATE OR**

GRANT ANY RIGHTS, CONTRACTUAL OR OTHERWISE, TO ANY OTHER PERSON OR ENTITY.

- 7. EFFECTIVE DATE; TIME OF COMPLETION.** The effective date of this Agreement shall be the date upon which it is executed by a duly authorized representative of both Parties. A project schedule, shown in Exhibit B (Plan of Work) is hereby included in this Agreement by reference. The Artist agrees to perform the services in accordance with the schedule, to the extent over which the Artist has control. Completion of the Artwork should be before or conjunction with the completion of the trail construction and all installation work completed before the trail opens to the public. Trail construction is expected to be completed by 5/30/2026, and the Director will update the Artist regarding any significant changes in the expected completion date. [Any changes to the schedule provided will require written acknowledgement and approval of the Parties prior to proceeding. The City's authorized department contract representative and the Purchasing Manager or their designee may approve changes to the schedule set forth in Exhibit "B", so long as the date of final completion of the Project does not extend more than one year past the date of completion as set forth in Exhibit "B".
- 8. TERMINATION.** This Agreement may be terminated with or without cause at any time prior to completion of the Artist's services by the City, or by the Artist with cause, upon seven days written notice to the City at the address of record. Termination shall release each party from all obligations of this Agreement, except those outlined in Paragraph 2 and 6 above. Upon notice of termination, the Artist shall prepare and submit to City a final invoice within 15 days.
- 9. CONFIDENTIAL INFORMATION.** To the extent allowed by law, the City will safeguard and keep from release any documents marked "proprietary" or information not generally available to the public. However, the City will, if required, comply with all requirements of the Texas Public Information Act with regard to any documents in its possession at the time of a request made under that Act.
- 10. ADVERTISING.** Artist shall not advertise or publish, without the City's prior written consent, the fact that the Artist has entered into this Agreement, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state or local government.
- 11. NOTICE.** Any notice provided or permitted to be given under this Agreement must be in writing and may be served via email, read receipt requested, by depositing same in the United States mail, addressed to the party to be notified, postage pre-paid and registered or certified with return receipt requested, or by delivering the same in person to such party via a hand-delivery service, Federal Express or any courier service that provides a return receipt showing the date of actual delivery of same, to the address thereof. Notice given by mail shall be deemed delivered three (3) days after the date deposited in the United States' mail. Notice delivered in person shall be effective upon receipt at the address of the addressee. Notice delivered by email will be deemed to have been received when sent, even if the sender receives a machine-generated message that delivery has failed. If a party

services under the Agreement. The audit will be at the City's expense.

17. **IMMIGRATION REFORM AND CONTROL ACT (8 U.S.C. §1324a).** The City supports the Immigration Reform and Control Act (IRCA) which is a comprehensive scheme prohibiting the employment of unauthorized aliens in the United States. The Artist shall submit a declaration signed under penalty of perjury of the laws of the State of Texas stating that it has not been found in violation of IRCA by the United States Attorney General or Secretary of Homeland Security in the preceding five (5) years. The Artist shall ensure that its Subcontractors submit a declaration signed under penalty of perjury of the laws of the State of Texas stating that they have not been found in violation of IRCA by the United States Attorney General or Secretary of Homeland Security in the preceding five (5) years. The Artist and its Subcontractors shall at all times during the term of the Agreement with the City comply with the requirements of IRCA and shall notify the City within fifteen (15) working days of receiving notice of a violation of IRCA. The City may terminate the Agreement with the Artist if the City determines that (a) the Artist or its Subcontractors have been untruthful regarding IRCA violations in the preceding five (5) years; (b) if the Artist fails to ensure that its Subcontractors submit the aforementioned declaration; or (c) the Artist or its Subcontractors fail to timely notify the City of an IRCA violation.
18. **ADA COMPLIANCE.** All goods and services provided to the City must be compliant with the Americans with Disabilities Act and any amendments thereto ("ADA") and all regulations promulgated pursuant to the ADA. Artist will be required to certify compliance, if applicable.
19. **SUCCESSORS AND ASSIGNS; ASSIGNMENT.** The City and Artist each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Agreement and to partners, successors, executors, administrators and assigns of each other in respect to all covenants of this Agreement. Neither the City nor the Artist shall assign, sublet or transfer this Agreement or its interest in this Agreement without the written consent of the other, and assignment without such consent shall be void. Nothing herein shall be construed as giving any right or benefits hereunder to anyone other than the City and the Artist.
20. **REPRESENTATIONS.** Each signatory represents this Agreement has been read by the party for which this Agreement is executed and that such party has had an opportunity to confer with its counsel.
21. **MISCELLANEOUS DRAFTING PROVISIONS.** This Agreement shall be deemed drafted equally by all Parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any party shall not apply. Headings in this Agreement are for the convenience of the Parties and are not intended to be used in construing this document.
22. **FORCE MAJEURE.** If by reason of Force Majeure, the Artist shall be rendered unable wholly or in part to carry out its obligations under this Agreement then the Artist shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the Artist, so far

as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch. The term Force Majeure as employed herein, shall mean any contingency or cause beyond the reasonable control of the Artist created by acts of God or the public enemy, war, riot, terrorism, civil commotion, insurrection, governmental or de facto governmental action including, but not limited to, government actions pertaining to the determination of flood zones or FEMA actions (unless caused by acts or omissions of the Artist), fire, explosion or flood, strikes; provided, however, that (a) the event giving rise to Force Majeure was not caused by the act or omission of the Artist and makes the performance of any obligation created under this Agreement illegal or impossible; and (b) the Artist gives reasonable notice of the event giving rise to Force Majeure and exercises all reasonable diligence to remove the cause of Force Majeure.

- 23. DISCLOSURE.** Pursuant to Chapter 176 of the Texas Local Government Code, a person or agent of a person who contracts or seeks to contract with the City must complete a conflict of interest questionnaire if the person or agent has an affiliation or business relationship that might cause a conflict of interest with the City. The conflict of interest questionnaire, which is available online at ethics.state.tx.us, must be filed with the City Secretary of the City no later than the seventh business day after the person or agent begins contract discussions or negotiations with the City or submits to the City an application, response to a request for proposal or bid, correspondence, or another writing related to a potential agreement with the City. An updated conflict of interest questionnaire must be filed in accordance with Chapter 176 of the Local Government Code. An offense under Chapter 176 is a Class C misdemeanor.

Said person should consult with legal counsel if they have questions regarding their compliance with the requirements of Chapter 176. It is the responsibility of each person or agent who is contracting or seeking to contract with the City to comply with the filing requirements of Chapter 176.

- 24. TEXAS GOVERNMENT CODE CHAPTER 2252.** Pursuant to Texas Government Code Chapter 2252, Subchapter F, Artist affirms, by entering into this Agreement, that it is not identified on a list created by the Texas Comptroller of Public Accounts as a company known to have contracts with or provide supplies or services to Iran, Sudan, or a foreign terrorist organization.
- 25. WAIVER.** The City's failure to act with respect to a breach by Artist does not waive its right to act with respect to subsequent or similar breaches. The failure of the City to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.
- 26. SEVERABILITY.** In the event that part of this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining portions of this Agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the

Parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

27. **ENTIRE AGREEMENT.** This Agreement and its exhibits contain the entire agreement of the parties with respect to the matter contained herein. All provisions of this Agreement shall be strictly complied with and conformed to by the Artist, and no amendment to the Agreement shall be made except upon the written agreement of the parties, which shall not be construed to release either party from any obligation of the Agreement except as specifically provided for in such amendment.
28. **NO OBLIGATION.** The City shall not be obligated to pay any commercial bank, lender, or similar institution for any loan or credit agreement made by Artist. None of the City's obligations under this Agreement shall be pledged or otherwise encumbered in favor of any commercial lender and/or similar financial institution.
29. **CERTIFICATION OF EXECUTION.** The Artist and the person or persons signing and executing this Agreement on behalf of the Artist, or representing themselves as signing and executing this Agreement on behalf of the Artist, do hereby warrant and certify that this Agreement has been approved by appropriate action of the Artist, and that the person or persons signing and executing this Agreement have been duly authorized by the Artist to sign and execute this Agreement on behalf of the Artist and to validly and legally bind the Artist to all terms and conditions herein set forth.
30. **CLOSURE.** By signature below, the Parties to this Agreement hereby bind themselves to the terms stated herein, including all attachments referred to herein.

(SIGNATURES ON FOLLOWING PAGE)

IN WITNESS WHEREOF, the Parties have executed and entered into this Agreement on the 13th day of May, 2025.

CITY OF LEWISVILLE, TEXAS
Approved by the Lewisville City
Council _____

ARTIST
FrogTree Studios, LLC

By: _____
Claire Powell, City Manager

By: *gigi griffin*
Gigi Griffin (May 13, 2025 14:58 MDT)
Gigi Griffin, Managing Member

Date: _____

Date: 05/13/2025

Attest: _____
Jennifer Malone, Acting City Secretary

Attest: *Jeff Miller*
Jeff Miller (May 13, 2025 14:56 MDT)

CITY OF LEWISVILLE
151 West Church Street
Lewisville, Texas 75057

APPROVED AS TO FORM:

Lizbeth Plaster, City Attorney

PSA - FrogTree Studios, Gigi Miller, Centennial Trail Art - FINAL -2025.05.13

Final Audit Report

2025-05-13

Created:	2025-05-13
By:	Denise Helbing (dhelbing@cityoflewsville.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAy55v7hNHNxU461wENgpnfLe4XVgIU

"PSA - FrogTree Studios, Gigi Miller, Centennial Trail Art - FINAL -2025.05.13" History

 Document created by Denise Helbing (dhelbing@cityoflewsville.com)

2025-05-13 - 8:51:03 PM GMT

 Document emailed to riceowl95@gmail.com for signature

2025-05-13 - 8:52:44 PM GMT

 Email viewed by riceowl95@gmail.com

2025-05-13 - 8:56:21 PM GMT

 Signer riceowl95@gmail.com entered name at signing as Jeff Miller

2025-05-13 - 8:56:54 PM GMT

 Document e-signed by Jeff Miller (riceowl95@gmail.com)

Signature Date: 2025-05-13 - 8:56:56 PM GMT - Time Source: server

 Document emailed to gigi@gigimiller.com for signature

2025-05-13 - 8:56:58 PM GMT

 Email viewed by gigi@gigimiller.com

2025-05-13 - 8:57:45 PM GMT

 Signer gigi@gigimiller.com entered name at signing as GiGi Griffin

2025-05-13 - 8:58:17 PM GMT

 Document e-signed by GiGi Griffin (gigi@gigimiller.com)

Signature Date: 2025-05-13 - 8:58:19 PM GMT - Time Source: server

 Agreement completed.

2025-05-13 - 8:58:19 PM GMT