

**FIRST AMENDMENT
TO
AGREEMENT BETWEEN THE CITY OF LEWISVILLE
AND
KEEP LEWISVILLE BEAUTIFUL**

THIS FIRST AMENDMENT TO THE AGREEMENT BETWEEN THE CITY OF LEWISVILLE AND KEEP LEWISVILLE BEAUTIFUL (this "First Amendment") is entered into by and between the **CITY OF LEWISVILLE**, a home rule city and municipal corporation principally situated in Denton County, Texas, duly acting by and through its City Manager (the "City"), and **KEEP LEWISVILLE BEAUTIFUL**, a Texas nonprofit corporation ("KLB") (collectively, the "Parties").

WITNESSETH

WHEREAS, the Parties entered into an agreement dated June 22, 2022 (the "Agreement", attached hereto as Attachment "A") regarding the coordination and hosting by KLB of ongoing programs and special events centered on beautification, environmental protection, litter abatement, and education in the City and the City's provision of resources, including funding, to fulfill this public purpose; and

WHEREAS, the Agreement provides for, among other things, the management by KLB of ongoing litter abatement programs within the City, including the Adopt-a-Spot and Clean Stream Team programs; and

WHEREAS, KLB wishes to pilot a new ongoing coordinated cleanup and litter monitoring initiative focused on the Prairie Creek and Valley Ridge Greenbelt area; and

WHEREAS, the City wishes to amend the Agreement to authorize KLB to perform such ongoing coordinated cleanup and litter monitoring for a pilot period of one year and to provide additional funding for that time period to assist with offsetting the cost of these additional services; and

WHEREAS, KLB's performance of such work will serve a public purpose of the City by keeping litter out of the City's storm sewer system, improving wildlife health and diversity, beautification of the neighborhoods through which this greenbelt runs, reducing staff time spent on litter abatement and volunteer management; and

WHEREAS, the City finds that the City retains sufficient control under the Agreement as amended by this First Amendment to ensure that such public purpose is carried out and that the City will receive a return benefit, as set forth above; and

WHEREAS, the Parties wish to amend the Agreement in order to include the above-described one-year pilot of an ongoing coordinated cleanup and litter monitoring initiative focused on the Prairie Creek and Valley Ridge Greenbelt area, to make other clarifying changes to

administrative information included therein, and to make nonsubstantive corrections throughout; and

WHEREAS, sections 3 and 11 of the Agreement allow for the modification of those documents if such amendment is in writing and signed by the Parties.

NOW, THEREFORE, in consideration of the mutual efforts to support the growth of and quality of life in the City, the City and KLB agree as follows:

SECTION 1. Recitals. The recitals to this First Amendment are incorporated as if fully set forth herein.

SECTION 2. Definitions. Capitalized terms used in this First Amendment and not otherwise defined herein shall have the respective meanings assigned to such terms in the Agreement.

SECTION 3. Amendment to the Agreement. Section 1 of the Agreement is hereby amended to add a new subsection 1.P., to read as follows:

“P. In addition to other services provided as set forth herein, between the dates of January 1, 2026 and December 31, 2026, KLB shall manage an ongoing coordinated cleanup and litter monitoring initiative focused on the Prairie Creek and Valley Ridge Greenbelt Area, including, at a minimum: monthly cleanup volunteer events, 2 expanded cleanup events, including inclusion of the Prairie Creek and Valley Ridge Greenbelt Area in KLB’s annual Spring Cleanup and Trash Bash events; at least three (3) in-depth and more focused additional cleanups in heavily forested or hard-to-access areas; conducting at least two (2) litter index assessments of key areas (to be determined by the City and KLB), with a report to the City and ongoing collection of data including types, sources, and amounts of litter, and reporting of such to the City and the Texas Litter Database; and achieving measurable and visible improvement of the Prairie Creek and Valley Ridge Greenbelt Area.

SECTION 4. Amendment to the Agreement. Subsection 2.D. of the Agreement is hereby deleted in its entirety and replaced with a new subsection 2.D., to read as follows:

“D. Grant KLB access to City-owned public spaces for the purpose of conducting litter abatement efforts and trash counts, and hosting free environmental education, waste reduction and resource conservation workshops and learning sessions subject to the terms of this Agreement, except that such access shall not be granted for any program or activity which is not included herein.

SECTION 5. Amendment to the Agreement. The second subsection 2.I. of the Agreement is hereby deleted in its entirety and replaced with a new subsection 2.J, to read as follows:

“J. Continue to act in accordance with the Office Space Lease Agreement between the Parties leasing the Receiving Room (#119) in the maintenance hallway in Thrive Recreation Center at 1950 S. Valley Parkway in Lewisville to KLB, executed on

December 11, 2019 and amended on June 20, 2022 and January 6, 2026, as it exists or may be amended.”

SECTION 6. Amendment to the Agreement. Subsections 2.J. and 2.K. of the Agreement are hereby renumbered as Subsections 2.K. and 2.L., respectively.

SECTION 7. Amendment to the Agreement. Section 2 of the Agreement is hereby amended to add a new subsection 2.M., to read as follows:

“M. Between the dates of January 1, 2026 and December 31, 2026 and subject to KLB’s continuing satisfaction of the terms and conditions of this Agreement, the City will provide funding to KLB for the management of an ongoing coordinated cleanup and litter monitoring initiative focused on the Prairie Creek and Valley Ridge Greenbelt area, as set forth in subsection 1.P, above, as follows:

- \$3,000.00 within thirty (30) days of January 6, 2026;
- \$3,000.00 within thirty (30) days of June 30, 2026; and
- \$4,055.00 within thirty (30) days of December 31, 2026.

In the event that this Agreement is terminated during the time period set forth in this subsection L, KLB shall return any funds disbursed under this subsection 2.M which have not been spent. KLB shall provide documentation upon request by the City of KLB’s use of any disbursed funds, and the City shall have the sole and absolute authority to determine the amount of funds to be returned.”

SECTION 8. Amendment to the Agreement. Section 5 of the Agreement is hereby amended to remove the notice addresses in their entirety and replace them with the following new notice addresses:

“To the City: City of Lewisville
Attn: Director of Parks and Recreation
191 Civic Circle
Lewisville, TX 75067

To KLB: Keep Lewisville Beautiful
Attn: Amy Wells
Thrive
1950 S. Valley Parkway
Lewisville, TX 75067”

SECTION 9. Amendments and Waivers. This First Amendment may be modified or rescinded only by a writing signed by both of the parties or their duly authorized agents.

SECTION 10. Severability. In case any one or more of the provisions contained in this First Amendment shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof or any other provision of the Agreement, and this First Amendment shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

SECTION 11. Successors and Assigns. This First Amendment shall be binding upon the parties hereto and their respective permitted successors and assigns and shall inure to the benefit of the parties hereto and their permitted successors and assigns.

SECTION 12. Counterparts. This First Amendment may be executed in multiple counterparts, each of which shall constitute an original, but all of which in the aggregate shall constitute one agreement.

SECTION 13. Effect on Agreement; Integration. Except as specifically amended by this First Amendment, all other terms and provisions of the Agreement shall remain in full force and effect, and as applicable, shall apply to this First Amendment. In the event of any conflict or inconsistency between this First Amendment and the Agreement, the terms and provisions of this First Amendment shall govern and prevail to the extent necessary to resolve such conflict or inconsistency.

SECTION 14. Effective Date. The effective date of this First Amendment shall be the date of execution of this First Amendment by both parties hereto.

SECTION 15. Authorization. This First Amendment was authorized by action of the City Council of the City of Lewisville, authorizing the City Manager to execute the First Amendment on behalf of the City.

SIGNATURE PAGE FOLLOWS

DATED this the _____ day of _____, 2026.

CITY OF LEWISVILLE, TEXAS

Claire Powell, City Manager

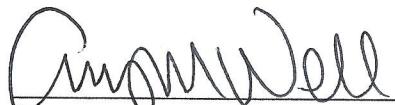
ATTEST:

Jennifer Malone-Ippolito, City Secretary

APPROVED AS TO FORM:

Lizabeth Plaster, City Attorney

KEEP LEWISVILLE BEAUTIFUL



12/17/25

Amy Wells, Executive Director

ATTACHMENT “A”

Agreement dated June 20, 2022

ATTACHMENT “A”

Agreement dated June 20, 2022

**AGREEMENT
between the
CITY OF LEWISVILLE
and
KEEP LEWISVILLE BEAUTIFUL**

This Agreement ("Agreement") is made by and between the City of Lewisville ("City"), a municipality in the State of Texas and Keep Lewisville Beautiful ("KLB"), a non-profit organization (collectively, the "Parties").

WHEREAS, the City, through its Parks and Recreation, Neighborhood Services, and Community Relations and Tourism Departments, owns, operates and maintains parks, open space, and recreation facilities;

WHEREAS, the City provides a wide variety of programs and activities that enhance the quality of life for residents and visitors of Lewisville; and

WHEREAS, KLB was formed in 1988 and has functioned for the purpose of engaging the Lewisville community through service and education to enhance the local environment; and

WHEREAS, KLB's vision is to partner with the community to promote environmental quality, making Lewisville the best place to live, work and play; and

WHEREAS, the City's vision is to be a community characterized by diversity, connectivity, resource management and growth so Lewisville becomes the place that people choose to live, work and visit; and

WHEREAS, KLB operates as a legal entity separate from the City, and is governed by an independently selected Boards of Directors, none of whom are employees of the City; and

WHEREAS, the City and KLB are long-standing partners in the pursuit of their respective visions; and

WHEREAS, the City finds that KLB provides valuable services to the City through a variety of educational and clean-up programs and by providing resources and education to inspire the citizens of Lewisville toward effective environmental stewardship; and

WHEREAS, the City finds that the services provided by KLB promote the health, safety, and welfare of the citizens of Lewisville, and improve quality of life in the City; and

WHEREAS, the City and KLB wish to assure the continued success and prosperous growth of Lewisville by memorializing the responsibilities and obligations of KLB and the City and outlining future responsibilities and obligations through this Agreement; and

WHEREAS, KLB has historically received funding from Waste Management, which will terminate upon closure of the Waste Management Landfill; and

WHEREAS, the City wishes to provide funding to KLB in order to make up the shortfall created by the termination of funding from Waste Management and ensure KLB's continued ability to provide the valuable services outlined herein; and

WHEREAS, because of the above-stated benefits, the City Council finds that this Agreement will serve a public purpose.

THEREFORE, in consideration of the mutual efforts to support the growth of and quality of life in the City, the City and KLB agree as follows:

Section 1. Responsibilities of KLB

KLB shall, during the Term of this Agreement:

- A. Coordinate and host special events in the City centered on beautification, environmental protection, and education, including, but not limited to, a minimum of three (3) special events centered on litter abatement and beautification of publicly owned property per calendar year. Current examples of such events include: Spring Clean Up, Trinity Trash Bash, and Make a Difference Day.
- B. Manage ongoing litter abatement programs within the City, including, but not limited to, the existing Adopt-a-Spot and Clean Stream Team programs, including coordinating volunteers and locations and providing supplies.
- C. Support Arbor Day and Tree City USA efforts in the City by coordinating tree donations and plantings, providing information to City staff for annual reporting requirements as requested, and assisting with the drafting of proclamations.
- D. Support beautification and community improvement projects in Lewisville public spaces, including, but not limited to, establishing and coordinating the Giving for Green Spaces Program, a program to be established by KLB with City input and approval, to provide individuals and organizations with the opportunity to provide more long-term beautification and improvement to City park properties than is possible under Adopt-a-Spot or similar existing programs.
- E. Coordinate and support community outreach and education efforts in the City, in addition to those outlined above, regarding sustainability, water conservation, environmental and recycling programs, and outdoor recreation and education activities.
- F. Share information about City programs which align with KLB's mission with KLB contacts, volunteers and on KLB social media platforms.
- G. Provide information and assistance to City staff upon request in order to support City grant-writing and recognition efforts.
- H. Provide regular activity and volunteer reports for development of City reports and communication documents.
- I. Provide an annual report of KLB activities in a form approved by the City, including an accounting of the funding provided by the City under this Agreement, to the City's Director of Parks and Recreation within the first quarter of each calendar year of the Term, including all renewals.

- J. Permit the City to inspect its records pertaining to the events, programs, and funding addressed by this Agreement.
- K. Cooperate with the City's efforts to establish a nonprofit organization to support Parks and Recreation initiatives, including, but not limited to, suggesting potential donors and coordinating events with said nonprofit organization upon its establishment, in order to leverage fundraising resources.
- L. Continue to act in accordance with the Office Space Lease Agreement between the Parties leasing Offices 18 and 20 in the west hallway of the City of Lewisville Visitor Information Center at 247 West Main Street in Lewisville to KLB, executed on December 11, 2019, as it exists or may be amended.
- M. Provide a list annually of all activities or programs to be undertaken by KLB in the subsequent twelve (12) months on City-owned property under this Agreement, which shall be attached to this Agreement as Exhibit A and incorporated into this Agreement as if laid out in its entirety herein. The list shall include, for each activity or program, the location of the activity or program, the date and time of the activity or program, and what the activity or program will entail. This list shall be updated annually and may be amended as needed by KLB with the approval of the Director of Parks and Recreation.
- N. Ensure that all volunteers coordinated by KLB who are performing work on City-owned property under this Agreement have received a copy of the attached Adult Participant Liability Release (Exhibit B), or for a minor volunteer, a parent or legal guardian has received a copy of the attached Minor Participant Liability Release (Exhibit C), prior to starting the work. When KLB requires such volunteers to execute a KLB release form, KLB shall include a copy of each release with KLB's release form, and shall include the following provision in the KLB release form: "For Keep Lewisville Beautiful activities which may take place on property owned by the City of Lewisville, we have reviewed the attached Adult Participant Liability Release or Minor Participant Liability Release, as applicable, and we understand and agree that participation in such activities demonstrates our acceptance of the terms outlined therein."
- O. Comply with all applicable federal, state, and local statutes, regulations, ordinances, and other laws in the performance of any responsibilities outlined in this Agreement.

Section 2. Responsibilities of City

Subject to availability of City facilities, resources, and funds at the time of request by KLB, the City shall, during the Term of this Agreement:

- A. Provide locations for and support to KLB to host Spring Clean Up, Make a Difference Day, Trinity Trash Bash, Arbor Day and Clean Stream Team events and other KLB litter abatement programs and beautification or improvement activities undertaken under this Agreement. Specific support shall be negotiated between the Parties for each event or program.
- B. Provide signs and support for the Adopt-a-Spot Program. Signs and participation requirements must meet standards agreed to by the City and KLB.
- C. Provide free meeting/booth space and support for KLB to host free environmental education, *waste reduction and resource conservation workshops and learning sessions, as well as distribute related information and material.*

- D. Grant KLB access to City-owned public spaces for the purpose of conducting litter abatement efforts and trash counts, and hosting free environmental education, waste reduction and resource conservation workshops and learning sessions subject to the terms of this Agreement, except that such access shall not be granted for any program or activity which is not included in the annual list of KLB programs and activities on City property required by section 1.M, above.
- E. Assist KLB by suggesting potential donors and coordinating events in order to leverage fundraising resources.
- F. Provide input to and coordinate with KLB as part of KLB's establishing and coordinating the Giving for Green Spaces Program, a program to provide individuals and organizations with the opportunity to provide more long-term beautification and improvement to City park properties than is possible under Adopt-a-Spot or similar existing programs.
- G. Allow KLB to use the name and images of the City for promotional and educational purposes and events and programs contemplated under this Agreement.
- H. Provide information and assistance to KLB upon request in order to support KLB grant-writing and recognition efforts.
- I. Issue annual proclamation establishing the third Tuesday of October as Keep Lewisville Beautiful Day.
- I. Continue to act in accordance with the Office Space Lease Agreement between the Parties leasing Offices 18 and 20 in the west hallway of the City of Lewisville Visitor Information Center at 247 West Main Street in Lewisville to KLB, executed on December 11, 2019, as it exists or may be amended.
- J. Continue City support of direct monthly payments to KLB from Waste Management and Republic Services based on landfill contributions.
- K. During the Term of this Agreement following the closure of the Waste Management landfill and subject to KLB's continuing satisfaction of the terms and conditions of this Agreement, the City will provide funding to KLB for execution of its duties under this Agreement in the amount of \$3,583.33 per month for the term of the agreement. Within 30 days of KLB receiving the final check from Waste Management Landfill, The City funding will commence. Source of funding will be a portion of the funds collected annually by the City from Republic Services for the Camelot Landfill. This disbursement shall be made on or before the 7th day of each month during the Term of this Agreement and any renewals.

Section 3. Term. This Agreement shall be effective upon execution by both Parties, with a term of five (5) years (the "Term"). The Agreement shall automatically renew for additional five (5)-year terms unless amended by mutual written agreement or terminated for any reason or no reason upon sixty (60) days written notice by either party.

Section 4. Independent Contractors. KLB shall be considered an independent contractor and not an agent, servant, employee, or representative of the City in the performance of the acts outlined in this Agreement. No term or provision herein or act of the City shall be construed as changing that status. City employees shall remain employees of the City, notwithstanding the fact that they may assist KLB.

Section 5. Notices. Any notice provided or permitted to be given under this Agreement must be in writing and may be served 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 in accordance herewith shall be effective upon receipt at the address of the addressee. For purposes of notification, the addresses of the Parties shall be as follows:

To the City: City of Lewisville
Attn: Director of Parks and Recreation
1197 W. Main Street
Lewisville, TX 75067

To KLB: Executive Director
Keep Lewisville Beautiful
247 W. Main Street
Lewisville, TX 75057

Section 6. Insurance Requirements. KLB shall maintain General Liability coverage at least in the amount of \$500,000/occurrence and \$1,000,000/aggregate for bodily injury, personal injury and property damage. Policy will include coverage for premises-operations, broad form contractual liability, products & completed operations, personal injury and broad form property damage. The City, its officers, officials, employees, Boards and Commissions and volunteers are to be added as "Additional Insured" as respects liability arising out of activities performed by or on behalf of KLB, products and completed operations of KLB, premises owned, occupied or used by KLB. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees or volunteers.

Section 7. Indemnity. KLB AGREES TO DEFEND, INDEMNIFY AND HOLD THE CITY, ITS OFFICERS, AGENTS, VOLUNTEERS 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 KLB'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 KLB, ITS OFFICERS, AGENTS, EMPLOYEES, VOLUNTEERS 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, VOLUNTEERS, EMPLOYEES OR SEPARATE CONTRACTORS, AND IN THE EVENT OF JOINT AND CONCURRING NEGLIGENCE OR FAULT OF KLB 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 KLB'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.

Section 8. Governing Law and Venue. This Agreement is governed by the laws of the State of Texas. Exclusive venue for any dispute arising out of this Agreement is in Denton County, Texas.

Section 9. Governmental immunity. Unless otherwise required under the law, the Parties agree that the City has not waived its governmental immunity by entering into and performing their obligations under this Agreement.

Section 10. 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 of Lewisville 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 of Lewisville no later than the seventh business day after the person or agent begins contract discussions or negotiations with the City of Lewisville or submits to the City of Lewisville an application, response to a request for proposal or bid, correspondence, or another writing related to a potential agreement with the City of Lewisville. An updated conflict of interest questionnaire must be filed in accordance with Chapter 176 of the Local Government Code.

Said person should consult with legal counsel if they have questions regarding its 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 of Lewisville to comply with the filing requirements of Chapter 176.

Section 11. Severability. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

Section 11. Approval. By signature below, the Parties agree to the provisions and terms of this Agreement. There may be no modification to this Agreement, except in writing, executed by the authorized representatives of the City and KLB.

CITY OF LEWISVILLE, TEXAS

Approved by the Lewisville City

Council June 20, 2022

By:



Claire Powell, City Manager

Date:

06-22-2022

KEEP LEWISVILLE BEAUTIFUL (KLB)

By:



Date:

6/3/2022

Attest:



Attest:



CITY OF LEWISVILLE
151 West Church Street
Lewisville, Texas 75057

APPROVED AS TO FORM:



Lizbeth Plaster, City Attorney

EXHIBIT A – KLB ANNUAL ACTIVITY AND PROGRAM LIST

EXHIBIT B – ADULT PARTICIPANT LIABILITY RELEASE

CITY OF LEWISVILLE

ADULT PARTICIPANT LIABILITY RELEASE

ACTIVITY: _____

THE STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF DENTON

I am over the age of 18 years of age and, have upon my own free will, requested to participate in the activity listed above on property owned by the City of Lewisville. I understand that I am not participating in this activity as a City of Lewisville volunteer. I fully understand and assume all risks by me agreeing to the terms of this release and indemnification and by participating as a volunteer.

In consideration of being allowed to volunteer, I voluntarily and knowingly agree to the terms of this release and indemnification with the express intention of effecting the extinguishment of any and all claims against the City of Lewisville, Texas, its departments, officers, employees, agents, successors, assigns, sponsors and volunteers assisting in City activities, which may result from the agreement as herein designated above.

I, with the intention of binding myself, my heirs, executors, administrators, and assigns, do hereby expressly release and discharge, all claims, demands, actions, judgments, and executions which I ever had, or now have or may have, or which my heirs, executors, administrators, or assigns may have, or claim to have, against the City of Lewisville, and/or its departments, its agents, officers, servants, successors, assigns, sponsors, volunteers, or employees, created by, or arising out of personal injuries, known or unknown, and injuries to property, real or personal, caused by or arising out of, that sequence of events which occur from the agreement as herein designated above, or which may arise directly or indirectly from the performance of or created by or arising out of my participation as a volunteer during times of this indemnity agreement and, I shall fully defend, protect, indemnify, and hold harmless the City of Lewisville, Texas, and/or its departments, agents, officers, servants, employees, successors, assigns, sponsors, or volunteers from and against each and every claim, demand, or cause of action and any and all liability, damages, obligations, judgments, losses, fines, penalties, costs, fees, and expenses incurred in defense of the City of Lewisville, Texas, and/or its departments, agents, officers, servants, or employees, including, without limitation, personal injuries and death in connection therewith which may be made or asserted by myself, my agents, my successors, my assigns, or any third parties on account of, arising out of, or in any way incidental to or in connection with the performance of this agreement and from my participation in the above-listed activity and, I agree to indemnify and hold harmless the City of Lewisville, Texas, and/or its departments, and/or its officers, agents, servants, employees, successors, assigns, sponsors, or volunteers from any liabilities or damages I may suffer as a result of claims, demands, costs, or judgments against the City and/or, its departments, its officers, agents, servants, or employees, created by, or arising out of the agreement herein designated above and from my participation in the above-listed activity INCLUDING, BUT NOT LIMITED TO, CLAIMS AND DAMAGES ARISING IN WHOLE OR IN PART FROM THE NEGLIGENCE OF THE CITY OF LEWISVILLE AND/OR THE PARTIES TO THIS AGREEMENT. IT IS UNDERSTOOD AND AGREED THAT THE INDEMNITY PROVIDED FOR IN THIS SECTION IS AN INDEMNITY EXTENDED BY ME TO INDEMNIFY AND PROTECT THE CITY OF LEWISVILLE, TEXAS AND/OR ITS DEPARTMENTS, AGENTS, OFFICERS, SERVANTS, OR EMPLOYEES FROM THE CONSEQUENCES OF THE NEGLIGENCE OF THE CITY OF LEWISVILLE, TEXAS AND/OR ITS DEPARTMENTS, AGENTS, OFFICERS, SERVANTS, EMPLOYEES OR VOLUNTEERS, WHETHER THAT NEGLIGENCE IS THE SOLE OR CONTRIBUTING CAUSE OF THE RESULTANT INJURY, DEATH, AND/OR DAMAGE.

I promise to assume liability for payment, and hold harmless the City, its officers, employees, sponsors, volunteers, or agents, of medical expenses arising from said medical care for any injury arising from my participation in the above-listed activity.

I hereby give the City the right to photograph, televise, film, and sound record my acts, appearances, and utterances of me and to use any descriptive words or names, including my name in conjunction therewith and without limit as to the time, to produce and reproduce the same or any part thereof by any method, and to use for any purpose which the City deems proper. All such photographs, teletapes, films, and sound recordings shall be the exclusive property of the City, and I hereby relinquish all rights, title, and interest therein.

I have read this release and indemnification and understand all its terms, and I understand that my participation in the above-listed activity demonstrates my acceptance of the terms outlined herein.

EXHIBIT C – MINOR PARTICIPANT LIABILITY RELEASE FORM

CITY OF LEWISVILLE

MINOR PARTICIPANT LIABILITY RELEASE

ACTIVITY: _____

THE STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF DENTON

I am the parent or legal guardian of the participating minor child, and I acknowledge that I am over the age of 18 years of age and, have upon my own free will, requested that the participating minor child be allowed to participate in the activity listed above on property owned by the City of Lewisville. I understand that the participating minor child is not participating in this activity as a City of Lewisville volunteer. I fully understand and assume all risks by me entering this release and indemnification and by the participating minor child participating as a volunteer.

In consideration of the participating minor child being allowed to volunteer, I voluntarily and knowingly execute this release and indemnification with the express intention of effecting the extinguishment of any and all claims against the City of Lewisville, Texas, its departments, officers, employees, agents, successors, assigns, sponsors and volunteers assisting in City activities, which may result from the agreement as herein designated above.

I, with the intention of binding myself, my heirs, executors, administrators, and assigns, do hereby expressly release and discharge, all claims, demands, actions, judgments, and executions which I, or the participating minor child, ever had, or now have or may have, or which my heirs, executors, administrators, or assigns may have, or claim to have, against the City of Lewisville, and/or its departments, it agents, officers, servants, successors, assigns, sponsors, volunteers, or employees, created by, or arising out of personal injuries, known or unknown, and injuries to property, real or personal, caused by or arising out of, that sequence of events which occur from the agreement as herein designated above, or which may arise directly or indirectly from the performance of or created by or arising out of the participating minor child's participation as a volunteer during times of this indemnity agreement and, I shall fully defend, protect, indemnify, and hold harmless the City of Lewisville, Texas, and/or its departments, agents, officers, servants, employees, successors, assigns, sponsors, or volunteers from and against each and every claim, demand, or cause of action and any and all liability, damages, obligations, judgments, losses, fines, penalties, costs, fees, and expenses incurred in defense of the City of Lewisville, Texas, and/or its departments, agents, officers, servants, or employees, including, without limitation, personal injuries and death in connection therewith which may be made or asserted by myself or the participating minor child, my agents, my successors, my assigns, or any third parties on account of, arising out of, or in any way incidental to or in connection with the performance of this agreement and from the participating minor child's participation in the above-listed activity and, I agree to indemnify and hold harmless the City of Lewisville, Texas, and/or its departments, and/or its officers, agents, servants, employees, successors, assigns, sponsors, or volunteers from any liabilities or damages the below listed minor child may suffer as a result of claims, demands, costs, or judgments against the City and/or, its departments, its officers, agents, servants, or employees, created by, or arising out of the agreement herein designated above and from the participating minor child's participation in the above-listed activity INCLUDING, BUT NOT LIMITED TO, CLAIMS AND DAMAGES ARISING IN WHOLE OR IN PART FROM THE NEGLIGENCE OF THE CITY OF LEWISVILLE AND/OR THE PARTIES TO THIS AGREEMENT. IT IS UNDERSTOOD AND AGREED THAT THE INDEMNITY PROVIDED FOR IN THIS SECTION IS AN INDEMNITY EXTENDED BY ME TO INDEMNIFY AND PROTECT THE CITY OF LEWISVILLE, TEXAS AND/OR ITS DEPARTMENTS, AGENTS, OFFICERS, SERVANTS, OR EMPLOYEES FROM THE CONSEQUENCES OF THE NEGLIGENCE OF THE CITY OF LEWISVILLE, TEXAS AND/OR ITS DEPARTMENTS, AGENTS, OFFICERS, SERVANTS, EMPLOYEES OR VOLUNTEERS, WHETHER THAT NEGLIGENCE IS THE SOLE OR CONTRIBUTING CAUSE OF THE RESULTANT INJURY, DEATH, AND/OR DAMAGE.

I promise to assume liability for payment, and hold harmless the City, its officers, employees, sponsors, volunteers, or agents, of medical expenses arising from said medical care for any injury arising from the participating minor child's participation in the above-listed activity.

I hereby give the City the right to photograph, televise, film, and sound record the participating minor child's acts, appearances, and utterances and to use any descriptive words or names, including the participating minor child's name in conjunction therewith and without limit as to the time, to produce and reproduce the same or any part thereof by any method, and to use for any purpose which the City deems proper. All such photographs, teletapes, films, and sound recordings shall be the exclusive property of the City, and I hereby relinquish all rights, title, and interest therein.

I, the undersigned, have read this release and indemnification and understand all its terms. I execute it voluntarily and with full knowledge of its significance.

OFFICE SPACE LEASE AGREEMENT
between
CITY OF LEWISVILLE, Lessor, and KEEP LEWISVILLE BEAUTIFUL, Lessee

Section I. Parties

This lease agreement (the “Agreement”) is made between the City of Lewisville, of 151 W. Church Street, Lewisville, Texas, as lessor (“Lessor”), and Keep Lewisville Beautiful (also referred to herein as KLB), of 247 W. Main Street, Lewisville, Texas, as lessee (“Lessee”).

Section II. Description of Leased Premises

Lessor leases to Lessee and Lessee leases from Lessor, the space (the “Premises”) comprised of Offices 18 and 20 in the west hallway of the City of Lewisville Visitor Information Center, at 247 West Main Street, in the City of Lewisville, Denton County, Texas (the “Building”).

Section III. Term

The space is leased for a term to commence on January 1, 2020, and to end on December 31, 2023, or on such earlier date as this Agreement may terminate as provided below, except that, if such termination date falls on a Sunday or a holiday, then this Agreement shall end on the business day next preceding the above-mentioned date. This lease is eligible for one two-year extension under existing lease conditions, subject to written approval by both parties.

Section IV. Rent

The total monthly rent is \$483.84, which amount is payable, in advance, on the first day of each calendar month during the term. Lessee agrees to pay interest at the maximum rate approved by law for monthly rent not paid within thirty (30) days of the due date. Payment shall be sent to CITY OF LEWISVILLE – ACCOUNTS PAYABLE, P.O. BOX 299002, LEWISVILLE, TX 75029-9902. Lessor may terminate this Agreement for failure to pay rent within thirty (30) days of the due date, with thirty (30) days written notice to Lessee, at the end of which notice the term of this Agreement shall terminate and Lessee shall then quit and surrender the Premises to Lessor. If this Agreement shall have been so terminated by Lessor, Lessor may at any time thereafter resume possession of the Premises by any lawful means and remove Lessee or other occupants and their effects.

The monthly rent shall be reduced by seventy-five percent (75%) of the total rent due (for a reduction of \$362.88) if the Lessee forms and operates a Lewisville Parks Foundation on behalf of the Lessor, details of said foundation to be established under a separate agreement. This reduction shall apply for each month during which the Lewisville Parks Foundation is actively operated by the Lessee, which active operation shall be determined as defined in the separate agreement. This section shall be void if (a) no Agreement between the Lessee and Lessor to establish a Lewisville Parks Foundation has been signed and executed by September 1, 2020; or (b) required paperwork to establish a Lewisville Parks Foundation has not be submitted to the State of Texas by March 1, 2021. In either event, this section can be extended by mutual agreement of the parties. The rent reduction described in this section will be credited to Lessee in good faith by the Lessor through the September 1, 2020, deadline, at which time Lessee will pay accumulated rent due if this section becomes void.

The monthly rent shall be reduced by twenty-five percent (25%) of the total rent due (for a reduction of \$120.96) if the Lessee provides at least three of the following in-kind services to the City within a calendar year:

- A. Provide materials, at no cost to the city, for pre-event and post-event litter cleanups in association with the ColorPalooza and Western Days festivals (four cleanups total). Materials are defined as trash grabbers, trash bags, safety vests, and gloves. City can reschedule the cleanups to coincide with another City festival or event in the same calendar year with at least 60 days of advance notice.
- B. Provide staffing required to adequately coordinate and oversee the four cleanups described in (A) above. Lessee will select the cleanup dates in coordination with a partner group selected by the City, provided that the cleanup dates are no more than one calendar week removed from the event dates. Lessee will provide Lessor with a list of cleanup participants and the number of hours (to the half-hour) worked by each participant. Any compensation paid to the partner organization would be the sole responsibility of the City.
- C. Complete the Governor's Community Achievement Award annual report within established deadlines required by Keep Texas Beautiful.
- D. Offer at least eight educational programs at City facilities that support sustainable landscaping and water conservation, said classes to be offered free to Lewisville residents unless otherwise agreed upon by the Parties.
- E. Distribute, upon request, Lewisville collateral materials at KLB public events or at trade shows and similar events at which KLB has a display or vendor booth. Materials shall be provided by the City at no cost to KLB, and shall be related to environmental, beautification, and community improvement issues in Lewisville. KLB shall have the right to approve materials.

This reduction shall apply for any calendar year in which the Parties have agreed that the Lessee shall provide the three (3) required in-kind services. Lessee shall submit a written description of each required in-kind service rendered to the building manager within 30 calendar days of completion of each service. If fewer than three (3) of the in-kind services are provided during the calendar year in question, Lessee shall be responsible for re-payment of the associated rent reduction for that twelve (12)-month period.

The City hereby acknowledges and accepts that, so long as all conditions described above are met by the Lessee, the entire monthly rent will be eliminated by the reductions provided for herein. The City finds that: (1) the establishment of a Lewisville Parks Foundation and the annual provision of the three (3) in-kind services provided for above accomplish a public purpose and provide adequate consideration for the provision of the Premises under this Agreement; (2) the City, through this Agreement, has ensured that the public purpose will be accomplished or the rent will be paid; and (3) the City will receive a return benefit from the provision of the foundation and services required for the rent reduction.

Section V. Use and Occupancy

Lessee shall use and occupy the Premises as offices for the Keep Lewisville Beautiful organization and for no other purpose. Lessor represents that the Premises may lawfully be used for such purpose.

Section VI. Care and Repair of Premises

, Lessee shall take good care of the Premises and the fixtures and appurtenances on it and shall, in the use and occupancy of the Premises, conform to all laws, orders, and regulations of the federal, state, and municipal governments or any of their departments. Lessor shall make all necessary repairs to the

Premises, except where the repair has been made necessary by misuse or neglect by Lessee or Lessee's agents, servants, visitors, or licensees. All improvements made by Lessee to the Premises which are so attached to the Premises that they cannot be removed without material injury to the Premises shall become the property of Lessor upon installation.

Not later than the last day of the term, including any extensions, Lessee shall, at Lessee's expense, remove all of Lessee's personal property and those improvements made by Lessee which have not become the property of Lessor, repair all injury done by or in connection with the installation or removal of said property and improvements, and surrender the Premises in as good condition as they were at the beginning of the term, reasonable wear and damage by fire, the elements, casualty, or other cause not due to the misuse or neglect by Lessee or Lessee's agents, servants, visitors, or licensees excepted. All property of Lessee remaining on the Premises after the last day of the term of this Agreement shall be conclusively deemed abandoned and may be removed by Lessor, and Lessee shall reimburse Lessor for the cost of such removal. Lessor may have any such property stored at Lessee's risk and expense if said property is abandoned for a period of more than thirty (30) days.

Section VII. Alterations, Additions, or Improvements

Lessee shall not, without first obtaining Lessor's written consent, make any alterations, additions, or improvements in, to, or about the Premises.

Section VIII. No Assignment or Sublease

Lessee shall not assign, sublet the Premises or any part thereof, or transfer any rights or obligations under this Agreement, either in whole or in part, without written consent by the Lessor.

Section IX. Termination

Either Party may terminate this Agreement for any reason upon sixty (60) days written notice to the other Party.

Section X. Compliance with Rules and Regulations

Lessee shall observe and comply with this Agreement and with such further reasonable rules and regulations as Lessor may prescribe, on written notice to the Lessee, for the safety, care, and cleanliness of the Building and the comfort, quiet, and convenience of other occupants of the Building.

Section XI. Building Services and Use

A. Lessor agrees to:

1. Furnish electricity, water, sewer, and natural gas utility services to the Building, as well as climate control during hours when the Building is open to the public;
2. Furnish cleaning services customary in the Building sufficient for presentable, clean, and sanitary premises to the general public;
3. Allow Lessee to use the shared restrooms and kitchen/breakroom in the Building, subject to reasonable restriction;
4. Allow Lessee to use the conference room when not scheduled for use by Lessor's staff, including use for the Lessee's monthly board meetings as scheduled in advance with Lessor's staff;
5. Allow the Lessee to use the public reception area (not including the history rooms) with the understanding that City use of the space takes priority and that Lessor's clerical staff will **not**

be available to perform work on behalf of the Lessee;

6. Allow the Lessee to use adjacent exterior parking for use by its employees, volunteers, and visitors, leaving the spaces directly in front of the Building entrance open for visitors;
7. Allow the Lessee to place a white vinyl decal of the Keep Lewisville Beautiful logo on the glass entry door to the left side when approaching the Building;
8. Allow the Lessee to hang photos and similar materials on the walls of the west hallway of the Building, with the understanding that Lessee is fully responsible for any items that are displayed and for repairing any damage done to the Building by the displays;
9. Arrange access for Lessee employees through both the front and back doors of the Building, providing such physical or electronic needs as are required;
10. Allow the Lessee to receive mail delivery at the Building;
11. Allow the Lessee to use the City-owned copy machine and supplies at no added cost when making copies of materials related to events and programs being produced jointly by the City and KLB; supplies for Lewisville Parks Foundation uses shall be governed under separate agreement referenced in Section IV above;
12. Grant the Lessee access to limited storage space in the Building workroom for office supplies and similar items;
13. Install a lock on the doors leading into the west hallway and provide Lessee with a key that opens the locks; and
14. Upon request, and only if Lessee operates the Lewisville Parks Foundation under separate agreement, add KLB staff to the City's telephone system and provide all related internal services and controls.

B. Lessee agrees to:

1. Pay in a complete and timely manner all installation, maintenance, and other costs related to its own telephone and Internet services, except as provided in paragraph XI.A.14 above;
2. Notify City staff at least 48 hours in advance of any scheduled activities that will require use of the conference room or the reception area;
3. Work with Lessor's staff to ensure general cleanliness and tidiness of public and shared spaces in the Building and of visitor parking areas; and
4. Provide the Lessor with keys to any office door locks installed by the Lessee.

Section XII. Damages to Building

If the Building is damaged to such extent that the Lessee cannot use the Premises as an office, then Lessor may, no later than the thirtieth (30th) day following the damage, give Lessee a notice of election to terminate this Agreement or a notice of election to terminate this Agreement. In the event of either election, this Agreement shall be deemed to terminate on the thirtieth (30th) day after the giving of notice, and Lessee shall surrender possession of the Premises within a reasonable time thereafter, and the rent, and any additional rent, shall be apportioned as of the date of surrender, and any rent paid for any period beyond such date shall be repaid to Lessee.

In any case in which use of the Premises is affected by any damage to the Building, there shall be either an abatement or an equitable reduction in rent depending on the period for which and the extent to which the Premises are not reasonably usable for the purpose for which they are leased under this Agreement. If the damage results from the fault of the Lessee, or Lessee's agents, servants, visitors, or licensees, Lessee shall not be entitled to any abatement or reduction of rent, except to the extent, if any, that Lessor receives the proceeds of rent insurance in lieu of such rent.

FIRST AMENDMENT TO LEASE AGREEMENT

This First Amendment to Lease Agreement (“Amendment”) is entered into between the City of Lewisville, Texas (the “City”) and Keep Lewisville Beautiful (“KLB”) (collectively, “Parties”).

WHEREAS, the City owns the City of Lewisville Visitor Information Center located at 247 West Main Street, Lewisville, Texas (the “Building”); and

WHEREAS, on December 11, 2019, the City and KLB entered into an Office Space Lease Agreement (the “Lease Agreement”) to lease the space comprised of Offices 18 and 20 in the west hallway of the Building, attached hereto as Attachment A; and

WHEREAS, the Parties wish to enter into this Amendment in order to amend the Lease Agreement to modify the terms and conditions which KLB must satisfy in order to be eligible for certain rent reductions outlined in the Lease Agreement, and to include a new Exhibit A in the Lease Agreement.

NOW, THEREFORE, in consideration of the foregoing, and on the terms and conditions hereinafter set forth, the Parties do mutually agree as follows:

1. The recitals set forth above are hereby adopted and incorporated into the body of this Amendment as if fully set forth herein.

2. The second paragraph in section IV of the Lease Agreement is hereby deleted in its entirety and replaced with the following:

“The monthly rent shall be reduced by seventy-five percent (75%) of the total rent due (for a reduction of \$362.88) so long as the agreement between Keep Lewisville Beautiful and the City of Lewisville, executed on December 11, 2019, as it exists or may be amended (“KLB Agreement”), attached hereto as Exhibit A, remains in effect. Upon expiration of the KLB Agreement or termination of the KLB Agreement by either party, the rent reduction provided for in this paragraph shall immediately terminate, and any increase in rent shall be prorated. Should the KLB Agreement be amended under the terms outlined therein, the amended version shall be attached to this Agreement and shall not be considered an amendment to this Agreement requiring an agreement in writing by the Parties as outlined in section XVI, below.”

3. Section III of the Lease Agreement is hereby deleted in its entirety and replaced with the following:

“The space is leased for a term to commence on January 1, 2020. The term of this Agreement shall end five (5) years from the date of the execution by both parties of the First Amendment to Lease Agreement attached hereto, or on such earlier date as this Agreement may terminate as provided below. This lease shall automatically renew for additional five (5)-year terms under existing lease conditions unless amended by mutual written agreement or terminated as provided for below.”

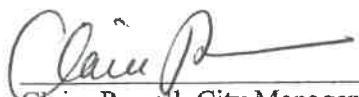
4. The KLB Agreement, attached hereto as Attachment B, shall be attached to the Lease Agreement as a new Exhibit A.

IN WITNESS WHEREOF, the Parties have executed this Amendment as of the date executed below.

EXECUTED this the 20th day of June, 2022.

CITY OF LEWISVILLE, TEXAS
Approved by the Lewisville City Council

June 20, 2022



Claire Powell, City Manager

KEEP LEWISVILLE BEAUTIFUL

 6/3/2022
Signature (for KLB)

Amy Wells

Printed Name

Executive Director

Position

ATTACHMENT A
Office Space Lease Agreement executed December 11, 2019

Section XIII. Insurance.

Lessee agrees to maintain insurance throughout the term of the Agreement, in accordance with Attachment "A". All Certificates of Insurance shall be kept current and shall be forwarded to the Risk Management division of the City by cover letter from the Lessee. Insurance certificate must be received and approved prior to move-in.

Section XIV. Indemnification. LESSEE AGREES TO DEFEND, INDEMNIFY AND HOLD LESSOR, 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 LESSEE'S BREACH OF ANY OF THESE TERMS AND CONDITIONS OR BY ANY NEGLIGENT OR STRICTLY LIABLE ACT OR OMISSION, INTENTIONAL TORT, OR INTELLECTUAL PROPERTY INFRINGEMENT 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 LESSOR, ITS OFFICERS, AGENTS, EMPLOYEES OR SEPARATE CONTRACTORS, AND IN THE EVENT OF JOINT AND CONCURRING NEGLIGENCE OR FAULT OF LESSEE AND LESSOR, 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 LESSOR UNDER TEXAS LAW AND WITHOUT WAIVING ANY DEFENSES OF THE PARTIES UNDER TEXAS LAW AND LESSOR'S REASONABLE ATTORNEY'S FEES SHALL BE REIMBURSED IN PROPORTION TO LESSEE'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.

Section XV. Effect of Failure to Insist on Strict Compliance with Conditions

The failure of either party to insist on strict performance of any covenant or condition or to exercise any option contained in this Agreement shall not be construed as a waiver of such covenant, condition, or option in any other instance.

Section XVI. Amendments. This Agreement may only be changed by an agreement in writing signed by both parties.

Section XVII. Notices

Any notice provided or permitted to be given under this Agreement must be in writing and may be served 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 in accordance herewith shall be effective upon receipt at the address of the addressee. For purposes of notification, the addresses of the parties shall be as follows:

If to Lessee, to: Keep Lewisville Beautiful
Attn: Amy Wells
247 W. Main Street
Lewisville, Texas 75057

If to Lessor, to: City of Lewisville
Attn: James Kunke
151 W. Church Street
Lewisville, Texas 75057

Section XVIII. Lessor's Right to Inspection, Repair, and Maintenance

Lessor may enter the Premises at any reasonable time, upon adequate notice to Lessee (except that no notice need be given in case of emergency), for the purpose of inspection or the making of such repairs, replacements, or additions in, to, on, and about the Premises or the Building as Lessor deems necessary or desirable. Lessee shall have no claim or cause of action against Lessor by reason of such entry except as provided in Section XXIII of this Agreement.

Section XIX. Interruption of Services or Use

Interruption or curtailment of any service maintained in the Building, if caused by strikes, mechanical difficulties, or any causes beyond Lessor's control whether similar or dissimilar to those enumerated, shall not entitle Lessee to any claim against Lessor or to any abatement in rent and shall not constitute constructive or partial eviction, unless Lessor fails to take such measures as may be reasonable in the circumstances to restore the service without undue delay. If the Premises are rendered untenantable in whole or in part, for a period of fifteen (15) business days, by the making of repairs, replacements, or additions, other than those made with Lessee's consent or caused by misuse or neglect by Lessee or Lessee's agents, servants, visitors, or licensees, there shall be a proportionate abatement of rent (if applicable) during the period of such untenantability.

Section XX. Conditions of Lessor's Liability

Lessee shall not be entitled to claim a constructive eviction from the Premises unless Lessee shall have first notified Lessor in writing of the condition or conditions giving rise to such eviction and, if the complaints be justified, unless Lessor shall have failed within a reasonable time after receipt of such notice to remedy such conditions.

Section XXI. Effect of Other Representations

No representations or promises shall be binding on the parties to this Agreement except those representations and promises contained in this Agreement or in some future writing signed by the party making such representations or promises.

Section XXII. Peaceful Enjoyment

Lessor covenants that if, and so long as, Lessee pays the rent, and any additional rent as provided in this Agreement, and performs the covenants of this Agreement, Lessee shall peaceably and quietly have, hold, and enjoy the Premises for the term mentioned in the Agreement, including any extensions, subject to the provisions of this Agreement.

Section XXIII. Governing Law and Venue. This Agreement is governed by the laws of the State of Texas. Exclusive venue for any dispute arising out of this Agreement is in Denton County, Texas.

Section XXIV. Section Headings

The Section headings in this Agreement are intended for convenience only and shall not be taken into consideration in any construction or interpretation of this Agreement or any of its provisions.

Section XXV. Entire Agreement. This Agreement represents the entire agreement between the parties with respect to the Premises. No representations, warranties, promises, guarantees, undertakings, or agreements, oral or written, express or implied, have between the parties with respect to the Premises except as expressly stated herein.

CITY OF LEWISVILLE, TEXAS



James Kunke, Community Relations Director

11 Dec 2019

Date

KEEP LEWISVILLE BEAUTIFUL



Amy Wells, in representative capacity as Executive Director of Keep Lewisville Beautiful

December 11, 2019

Date

ATTACHMENT B
KLB Agreement

Attachment C

INSURANCE REQUIREMENTS **LESSEES (NO AUTO RISKS) AND SPECIAL EVENTS**

Lessee shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the Lessee's operation and use of the leased premises. The cost of such insurance shall be borne by the Lessee.

A. MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial General Liability coverage "occurrence" form CG 00 01 (10 01). **"Claims Made" form is unacceptable.**
2. Workers' Compensation insurance as required by the Labor Code of the State of Texas and Employers' Liability insurance. Workers' Compensation insurance is only required if Lessee has paid staff on site.

B. MINIMUM LIMITS OF INSURANCE

Lessee shall maintain limits no less than:

1. Commercial General Liability: \$500,000 per occurrence/\$1,000,000 aggregate for bodily injury, personal injury and property damage.
2. Workers' Compensation and Employers Liability: Workers' Compensation Statutory Limits as required by the Labor Code of the State of Texas and Employers Liability minimum limits of \$500,000 per injury, \$500,000 per occurrence, and \$500,000 per occupational disease.

C. DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retentions must be declared to and approved by the City.

D. OTHER INSURANCE PROVISIONS

The policies are to contain or be endorsed to contain the following provisions:

1. General Liability
 - a. The City, its officers, officials, employees, boards/commissions and volunteers are to be covered as "additional insured" as respects: liability arising out of premises owned, occupied or used by the Lessee. The coverage shall contain no special limitations on the scope of protection afforded to the City, its officers, officials, employees or volunteers. Endorsement naming City as additional insured must be submitted with proof of insurance. The coverage shall include defense of claims against the City as additional insured.
 - b. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, its officers, officials, employees or volunteers.

- c. Coverage shall state that the Lessee's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respects to the limits of the insurer's liability.
- d. Lessee's insurance shall be primary and non-contributory as respects to the City, its officers, officials, employees or volunteers.

2. Waiver of Subrogation – All Coverages

Each insurance policy required by this exhibit shall waive all rights of subrogation against the City, its officers, officials, employees and volunteers for losses arising from work performed by the vendor for the City.

3. Notice of Cancellation

Each insurance policy required by this exhibit shall be endorsed to state the coverage shall not be suspended, voided, canceled or non-renewed by either party, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City, or ten (10) days prior written notice for non-payment of premium.

E. ACCEPTABILITY OF INSURERS

City prefers that insurance be placed with insurers with a Best's rating of **A-:VI or A or better** by Standard and Poors.

F. VERIFICATION OF COVERAGE

Lessee shall furnish the Agency with certificates of insurance affecting coverage required by this clause. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. Certificates of Insurance must be provided on forms approved by the Texas Department of Insurance. The certificates are to be received and approved by the City before the lease commences. The City reserves the right to require complete, certified copies of all required insurance policies at any time.

G. FOOD AND/OR LIQUOR COVERAGE

If food is being provided to attendees or participants, Lessee must provide Product Liability in the amounts listed above. If liquor is being served, Lessee must provide Host Liquor Liability, unless lessee is in the business of manufacturing, distributing, selling, serving, or furnishing alcoholic beverages, wherein a minimum \$1,000,000 Liquor Liability Policy will be required.

H. SPECIAL EVENTS

Insurance provided by the Lessee must cover all operations of the Special Event including but not limited to; participants, subcontractors, vendors, exhibitors, volunteers, etc. If the policy of the Lessee excludes any activity or group involved in the Special Event, the Lessee must provide proof of insurance as required by this agreement. Lessee must furnish separate certificates for each group or activity not included or covered by Lessee's insurance.

I. HOLD HARMLESS AND INDEMNIFICATION

THE LESSEE 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 LESSEE'S BREACH OF ANY OF THESE TERMS AND CONDITIONS OR BY ANY NEGLIGENT OR STRICTLY LIABLE ACT OR OMISSION OR INTENTIONAL TORT, INTELLECTUAL PROPERTY INFRINGEMENT, OR FAILURE TO PAY A SUBCONTRACTOR OR SUPPLIER COMMITTED BY, LESSEE, 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 LESSEE 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 LESSEE'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.