

STATE OF TEXAS §

COUNTY OF DENTON §

**PARTICIPATION AGREEMENT
THE LAKEFRONT DISTRICT BUILDING LIGHTS SYSTEM**

THIS AGREEMENT is made and entered into by and between the **TOWN OF LITTLE ELM**, a Texas home-rule municipality, acting by and through its Town Manager (hereinafter referred to as the “TOWN”); the **LITTLE ELM ECONOMIC DEVELOPMENT CORPORATION**, a Texas non-profit corporation, acting by and through its Executive Director (hereinafter referred to as the “EDC”); and **TWOBRICKS PARTNERS, LLC**, a Texas limited liability company, owner of a building/property located in the Lakefront District at, 303 E. Eldorado Parkway, Little Elm, Texas 75068 (hereinafter referred to individually as the “OWNER”), and whose mailing address is 2472 Twin Oak Drive, Little Elm, Texas 75068.

WHEREAS, the TOWN, and all or substantially all of the owners whose businesses are located in the Lakefront District (the “OWNERS”), have heretofore agreed in principle that it would be beneficial to the TOWN and to the OWNERS if a program between them was developed for the purposes of attracting visitors to the area; creating a pleasant ambience for visitors to the area; to promote tourism; to promote economic development; and in the interests of public safety, which program provides for the installation of uniform, decorative, outside, electric building lights on the fronts of all or substantially all of the OWNERS’ buildings in the Lakefront District; and

WHEREAS, this system is hereinafter referred to as the Lakefront District Building Lights System (the “System”); and

WHEREAS, the TOWN and the respective OWNERS at this time desire to formalize their agreement in principle and their understandings to the form of a written Agreement, setting forth their respective rights, responsibilities, and legal obligations in connection with the System; and

WHEREAS, the TOWN and the respective OWNERS recognize that they each will receive benefits from this Agreement, and further believe that the System will generally benefit the residents and citizens of the TOWN; and

NOW, THEREFORE, the TOWN, EDC, and OWNER do hereby **AGREE**, and by the execution of this Agreement are bound to the mutual obligations and to the performance and accomplishment of the covenants that are hereinafter set forth:

**I.
TERM**

This Agreement shall be for a term of ten (10) years commencing on or as of June 1, 2024, and terminating on May 31, 2034, unless sooner terminated in accordance with the other provisions of this Agreement. The TOWN, EDC and OWNER further agree that, by subsequent mutual written agreement, this Agreement may be renewable for two (2) additional five (5) year successive terms following the expiration of the initial ten (10) years.

II.
CONSENTS BY OWNER

OWNER hereby consents to the following:

- A. To the entry by the TOWN, and/or any Town-approved maintenance contractors, upon OWNER'S premises for the annual maintenance of the light stringers, light bulbs, and other related apparatus upon the exterior of OWNER'S building;
- B. To paying for the power and energy used by the System at OWNER'S sole cost; and
- C. OWNER agrees to provide documentation to the EDC the OWNER has created, staffed, and maintained employment of at least six (6) full-time job equivalents at the OWNER'S building on or before December 31, 2024.

III.
OBLIGATIONS OF TOWN

TOWN is obligated to perform the following:

- A. TOWN shall be responsible for providing and paying for, at its sole cost, annual maintenance for the System; PROVIDED, HOWEVER, that OWNER shall be solely responsible for replacement or repair of damaged light stringer, light bulbs, and other related apparatus upon the exterior of the OWNER'S building;
- B. TOWN shall control the color and schedule of color changes of the System; and
- C. At the time of termination of this Agreement, TOWN shall remove the System at its sole cost and expense in a careful, commercially reasonable manner, without causing damage to OWNER'S building.

IV.
OBLIGATIONS OF OWNER

OWNER is obligated to perform the following:

- A. OWNER agrees to fully cooperate with the TOWN and TOWN'S employees and the Town-approved maintenance contractors in facilitating the annual maintenance of the System during the term of the Agreement.
- B. OWNER agrees to contract with a Town-approved maintenance contractor for replacement and/or repair of any and all damaged light stringer, light bulbs, and other related apparatus upon the exterior of the OWNER'S building. Repairs must be completed within ten (10) business days of notification from the TOWN.
- C. OWNER agrees that at all times pertinent, both during the term of this Agreement, and following the termination or expiration of this Agreement, that the System is owned by the TOWN and is the property of the TOWN; subject, however, to OWNER'S rights to use the same under the terms and provisions of this Agreement.

- D. OWNER agrees to select a standard color to be used year-round, outside of Town-sponsored events, at which time the TOWN will determine and set the color(s) of the System.
- E. OWNER agrees to contact the TOWN'S point-of-contact for all requests to change the standard color of the exterior of the OWNER'S building for a OWNER-sponsored event.
- F. OWNER agrees to coordinate any additions or expansions to the System after the initial installation with the TOWN, prior to beginning any work at their own expense.
- G. OWNER agrees to update insurance to include the addition of the System and will be responsible for their own insurance deductible and out of pocket expense.

V.

TOWN'S REPRESENTATIVE AND POINT-OF-CONTACT

The Managing Director of Recreation shall be the TOWN'S point-of-contact for the OWNER to change the standard color of the exterior of the OWNER'S building for a OWNER-sponsored event.

VI.

OWNER'S REPRESENTATIVE AND POINT-OF-CONTACT

That Venkatasuneetha Mupparaju (hereafter "**Representative**") shall serve as the designated Representative and point-of-contact for OWNER, for the convenience and consistency of the administration of this Agreement. Any notices of violation of the terms of this Agreement shall be furnished in writing both to the Representative, as well as the OWNER at the below-stated address of OWNER.

VII.

AMENDMENTS AND MODIFICATIONS

This Agreement may only be modified or amended by a document in writing, signed by all of the respective parties, by and through their duly authorized representatives, and delivered to each of the parties.

VIII.

TERMINATION

- A. The TOWN may terminate this Agreement for cause because of OWNER'S violation of any of the covenants or agreements contained in this Agreement, if such violation is not wholly cured within thirty (30) days from the date that written notice of violation of this Agreement is provided by TOWN to OWNER at the address shown in the first page of this Agreement. TOWN shall at the expiration of such thirty (30) day notice period, if the violation is not wholly cured and remedied by OWNER, further notify OWNER in writing of the TOWN'S exercise of its option to terminate this AGREEMENT, as to the OWNER, specifying the reason(s) therefor; and the effective date of termination, which date must be no sooner than ten (10) days following the date of issuance of the TOWN'S notice of termination of this Agreement with OWNER.
- B. OWNER may terminate this AGREEMENT by providing ninety (90) days written notice delivered to TOWN, for cause, or without cause; and OWNER understands and agrees that it shall be liable and responsible for all such maintenance and repair payments that are then owing and shall become due before the date of termination of the Agreement.

- C. The TOWN may terminate this Agreement as to OWNER without cause by providing OWNER with ninety (90) days written notice delivered to OWNER.
- D. TOWN, at its sole option, with or without any reason, may elect to unilaterally terminate the entire Lakefront District Building Lights Program, before the expiration of this Agreement upon six (6) months advance written notice delivered to OWNER.

IX.
MISCELLANEOUS PROVISIONS

- A. OWNER may transfer or otherwise assign its rights under this Agreement, or any interest therein, to any successor OWNER to subsequently own, lease, or operate the OWNER'S business or premises, without the prior written approval or consent of TOWN; PROVIDED HOWEVER, OWNER shall remain liable and financially responsible for the replacement and repair under the terms of this Agreement, until the end of the Agreement year in which OWNER transfers or assigns its rights to a successor OWNER. If the event that the successor OWNER enters into a written Agreement with the TOWN, substantially in the same form and content as this Agreement, the successor OWNER will then become primarily liable and responsible to the TOWN for this obligation, and at that time the undersigned OWNER shall be released from further liability or further payment obligation arising hereunder.
- B. If any provision of this Agreement is held to be invalid, illegal, or unenforceable, the remaining provisions shall remain in full force and effect and continue to conform to the original intent of both parties hereto, to the extent reasonably possible.
- C. No claims shall be made against the TOWN by the OWNER for damages resulting from any hindrances or delays from any cause during the term of, and during the progress of the activities provided for under this Agreement.
- D. This Agreement shall be binding upon the parties hereto, and their respective heirs, administrators, executors, representatives, successors and assigns.
- E. For purposes of this Agreement, all official communications and notices among the parties shall be deemed made if sent postage prepaid to the respective parties at the addresses set forth below:

TO TOWN:

Town Manager
Town of Little Elm, Texas
100 W. Eldorado Parkway
Little Elm, Texas 75068

TO EDC:

Jennette Espinosa
Little Elm EDC
100 W. Eldorado Parkway
Little Elm, Texas 75068

TO OWNER:

TwoBricks Partners, LLC
Attn: Venkatasuneetha Mupparaju, Manager
2472 Twin Oak Drive
Little Elm, Texas 75068

- F. The captions and sections and paragraphs contained in this Agreement are for informational purposes only, and in no way affect the substantive terms or conditions of the Agreement.

- G. OWNER shall maintain, and/or cause each tenant to maintain, a membership in good standing with the Little Elm Chamber of Commerce at the Pontoon level or higher level during the term of this Agreement, and shall provide proof to the EDC of said membership.
- H. In accordance with Chapter 2270, Texas Government Code, a Texas governmental entity may not enter into a contract with a company for the provision of goods or services unless the contract contains a written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. Chapter 2270 does not apply to (1) a company that is a sole proprietorship; (2) a company that has fewer than ten (10) full-time employees; or (3) a contract that has a value of less than One Hundred Thousand Dollars (\$100,000.00). Unless the company is not subject to Chapter 2270 for the reasons stated herein, the signatory executing this Agreement on behalf of OWNER verifies by its signature on this Contract that OWNER does not boycott Israel and will not boycott Israel during the term of this contract.
- I. Pursuant to Texas Government Code Chapter 2252, Subchapter F, OWNER affirms, by entering into this Agreement, that OWNER 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.

IN WITNESS WHEREOF, this Agreement has been executed and delivered by the TOWN, the EDC, and the OWNER in two (2) original counterparts, by and through their respective duly authorized representatives, on this the _____ day of _____, 2024.

TOWN:

TOWN OF LITTLE ELM, TEXAS

By: _____
Matt Mueller, Town Manager

ATTEST:

By: _____
Caitlan Biggs, Town Secretary

STATE OF TEXAS

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COUNTY OF DENTON

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This instrument was acknowledged before me on the ____ day of _____, 2024, by Matt Mueller, Town Manager of the Town of Little Elm, Texas, a Texas home-rule municipality, on behalf of said municipality.

Notary Public, State of Texas

EDC:

**LITTLE ELM ECONOMIC
DEVELOPMENT CORPORATION,**

By: _____
Jennette Espinosa, Executive Director

ATTEST:

By: _____
Natasha Roach, Assistant Director

STATE OF TEXAS	§
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COUNTY OF DENTON	§

This instrument was acknowledged before me on the ____ day of _____, 2024, by Jennette Espinosa, Executive Director of the Little Elm Economic Development Corporation, a Texas non-profit corporation, on behalf of said corporation.

Notary Public, State of Texas

OWNER:

TWOBRICKS PARTNERS, LLC,
a Texas limited liability company

By: _____
Venkatasuneetha Mupparaju, Managing Member
Date Executed: _____

STATE OF TEXAS

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COUNTY OF DALLAS

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This instrument was acknowledged before me on the _____ day of _____, 2024, by Venkatasuneetha Mupparaju, Managing Member of the TwoBricks Partners, LLC, a Texas limited liability company, on behalf of said limited liability company.

Notary Public, State of Texas