

AGREEMENT

March 24, 2023

City of Stephenville
Steve Killen, Director of Development Services
298 W. Washington St.
Stephenville, TX 76401
skillen@stephenvilletx.gov

RE: CITY OF STEPHENVILLE COMPREHENSIVE & THOROUGHFARE PLAN

Dear Steve,

It was a pleasure speaking with you on March 21, 2023 to discuss our next steps to create a Comprehensive and Thoroughfare Plan for the City of Stephenville. (hereinafter referred to as "project"). This letter shall confirm our understanding and shall constitute our consultancy agreement that Lionheart Places, LLC ((hereinafter referred to as "Lionheart") shall furnish to the City of Stephenville (hereinafter referred to as "client") in connection with the Project referred to above and described below.



Rebecca Leonard

CEO & Founder

Lionheart Places, LLC

1. PROJECT UNDERSTANDING

PRELIMINARY UNDERSTANDING AND PRIORITIES

Project description. The Project is to create a Comprehensive and Thoroughfare Plan for the City of Stephenville. This scope of services has been prepared based on the following understanding:

- The Project Extent includes both the existing Stephenville City Limits and statutory extraterritorial jurisdiction (ETJ). (See Exhibit A for Project Extents Map)
- Deliverables will be produced throughout the process to show progress. The deliverables will build upon each other to lead to the final deliverable.
- Deliverables include up to two consolidated rounds of revisions from the City. Major changes that shift the direction of the plan or require significant re-work will be an add-service.
- The City will provide information from all previous planning studies and master plans that may influence the outcome of this planning effort. This information will be provided in digital format when possible and available. This information may include, but not be limited to, existing land-use plans and GIS data; existing transportation and street master plans; current and past city budgets and capital improvement plans, existing water or sanitary sewer planning documents; economic and demographic studies; park, trail, and open space plans; or other pertinent planning or policy documents.
- The City will provide the most recently updated digital base map of the planning area with City limit and extraterritorial jurisdiction (ETJ) lines, school district lines, municipal utility district boundaries, roadway centerlines and rights-of-way (if available), water and sewer facilities; dry utilities; public facilities (including police, fire, hospital, library and other major public facilities); park and open space facilities; sidewalks and trails; rivers, lakes and floodplain information; and other GIS available that may be pertinent to this planning process. These files will be in the form of GIS shapefiles.
- All meetings are virtual unless specifically identified as in-person meetings. The consultant team will make four (4) trips to Stephenville associated with the Planning Process and up to three (3) trips associated with adoption meetings and public hearings. The trips will include the following:
 - Trip 1 (Full day): Site Visit and Focus Group Meetings may also include Comprehensive Plan Committee Meeting #1.
 - Trip 2 (Evening): Public Event: Project Goals
 - Trip 3 (Evening): Public Event: Alternatives
 - Trip 4 (Evening): Public Event: Implementation Roadmap
 - Adoption hearings (Evening): Up to three meetings.
- Lionheart will provide all outreach materials in the format desired by the City and the City of Stephenville will be responsible for disseminating and posting the materials through City channels and networks including: website, social media, flyers, emails or other.

2. PROJECT TEAM

TEAM MEMBERS

Lionheart is the prime consultant to the project and will contract with subconsultants for specific expertise. The team and roles are as follows:

- Lionheart – Prime Consultant
- Hawes Hill – Economic Development
- TJKM - Transportation
- Meredith Johnson – Historic Character

CLIENT AND THEIR ROLES

The City of Stephenville advises on stakeholder engagement, coordination of comprehensive plan committee and other stakeholder meetings, providing necessary documents, site base information and data to consultant team, and responding to questions and providing design direction within three business days of the submission of questions.

3. LIONHEART'S PROCESS

Lionheart's approach to our work starts with caring deeply about the people and communities with whom we work and the environment in which our projects are located. We take care to focus on climate action, equity, and health – three things that we feel are key to solving current challenges in the world. We learn about our clients, their values, and their challenges so that we can be of utmost service to them. From this care for our clients, communities and the planet, a set of meaningful and measurable Project goals is created early in the Project. Our process ensures that we revisit these at each phase of our work to ensure that what is important stays central to the Project and maximizes the outcomes of our work.

4. SCOPE OF WORK

The scope of service for the Stephenville Comprehensive & Thoroughfare Plan includes Tasks 1 through 4.

TASK ONE: THINK

Each project is an opportunity to address challenges and make more beloved places. A strong strategy guides the management of the work, engagement of stakeholders and achievement of project goals.

TASK 1.1 PROJECT MANAGEMENT PLAN, STYLE GUIDE, AND BOOK TEMPLATE

A project management plan, style guide and book template are developed at the beginning of the project to describe the client's vision and critical success factors, detailed work plan roles and responsibilities, quality management plan, communication plan, client care plan, quality control standards, and risk/change management plan.

During this task a recurring Bi-weekly meeting with the City's Project Manager will be established and will be ongoing throughout the project.

TASK 1.2 STAKEHOLDER ENGAGEMENT STRATEGY

A stakeholder engagement strategy is developed to define outreach methods, stakeholder events, methods for engaging hard-to-reach populations, and facilitation techniques that will be used throughout the course of the project. This strategy will be developed with staff and reviewed with the Comprehensive Plan Committee to ensure that outreach methods are relevant and widely accessible to the Stephenville Community.

TASK 1.3 CLIENT KICK-OFF MEETING

The kick-off meeting will include all relevant City Staff and be held to review and provide input on the project management plan, schedule, and stakeholder engagement strategy.

TASK 1.4 EXISTING DOCUMENTS REQUEST AND REVIEW

The City of Stephenville will provide all relevant plans, studies, and GIS data from the City of Stephenville. Previous studies and data are collected and analyzed to better understand the strengths, opportunities, and challenges in the community. Previously identified community goals and projects are reviewed to celebrate accomplishments, identify future opportunities, and evaluate what is still relevant.

TASK 1.5 COMPREHENSIVE PLAN COMMITTEE MTG #1

The purpose of the comprehensive plan committee will be to guide the planning efforts and plan development. It is recommended that the committee be appointed by the City Council and include one City Council representative as an active participant. The Council member should have a standing agenda item on the regular City Council agenda to report progress and findings to the rest of the City Council members. Other members of the comprehensive plan committee should be diverse in knowledge and expertise and represent interests of large property owners, large employers, County representatives, school district representatives, community groups, downtown businesses, Tarleton State University representatives, real estate professionals, developers, general residents, and others with an invested interest in Stephenville's growth and development.

During the Comprehensive Plan Committee Mtg #1 the committee will provide feedback on the stakeholder engagement strategy, initial project goals, and hopes and fears for the process and plan.

TASK 1.6 INITIAL PROJECT GOALS

Initial project goals and metrics will be derived based on a review of previous plans and input from the advisory committee on their greatest hopes and fears for the process and the plan.

TASK 1 MEETINGS & DELIVERABLES



TASK TWO: INVESTIGATE

Project outcomes are rooted in its context – physical, community, time, financial and regulatory context. Our team will review each against project goals to understand baseline conditions. We will also investigate planned strategies and comparable projects to understand opportunities early in the project.

TASK 2.1 Site Visit and Focus Groups

The full consultant team will travel to Stephenville to conduct a site visit and meet with a variety of different community groups, business interests, and community leaders to better understand the social, physical, and economic challenges and opportunities present in the City of Stephenville. This trip will consist of a full day of meetings and tours.

TASK 2.2 Population Projections

Lionheart understands the importance of population projections being determined, understood, and accepted by stakeholders early in the process. These projections form the basis of future land use and transportation scenarios.

TASK 2.3 Existing Market Positions Report

The existing market positions report establishes the current market position of Stephenville and includes:

- Socioeconomic analysis of relevant data such as: population (including age and ethnicity) and household characteristics, including general population, education-related, income-related, tenure, vacancy, housing value/rent;
- Psychographics (communitywide);
- Business related information such as employment by classification/industry, supply statistics for office, commercial and multifamily;
- Peer community review (up to four Texas communities); and
- Description of relevant regional and global market trends.

TASK 2.4 Baseline Fiscal Analysis Mapping

The baseline fiscal analysis and mapping is designed to better understand the fiscal impacts of existing development patterns in the City of Stephenville. The baseline fiscal analysis will include the following:

1. Revenue / Acre Map – A 3-dimensional map will compare the assessed value per acre for each parcel in the City of Stephenville.

2. Cost of Service – For this we will work with City of Stephenville staff to estimate the current budget compared to the current level of service for three key service areas: Public Safety (police and fire), Infrastructure (streets and infrastructure), and Parks / Community Services.
3. Net Revenue / Acre Map – This 3-dimensional map will incorporate cost of service in addition to revenue creating a Net Revenue per Acre Map.
4. Specific Area Analyses - Based on the revenue per acre mapping results, Lionheart will work with staff to select up to four different high and low performing areas in the City. These areas will be analyzed and further explored to draw key conclusions and comparisons related to development patterns, performance, and character.

TASK 2.5 Comprehensive Plan Committee #2

During this meeting the committee will review the results of focus group meetings and preliminary fiscal and economic analysis. The committee will provide input on the content and outreach for the upcoming Public Engagement Event.

TASK 2.6 Public Event #1

Public Event # 1 will include a brief overview of the process to develop the Comprehensive Plan, a presentation on preliminary fiscal and economic analysis, and a guided discussion that will be the foundation of project goals.

Each workshop includes a series of tasks and deliverables to ensure that outreach is widespread and that there are many ways people can plug into the process.

- One month prior to the event, Lionheart will support the City with outreach materials. These will be published by the city with logistics information for stakeholders.
- Two weeks prior to event, Lionheart will review the run-of-show during a virtual meeting with the City. Also, Lionheart will support the City with text and graphics for reminders and more information about the objective and format of event.
- One week prior to event, hold a virtual meeting with the Comprehensive Plan Committee to review the run-of-show.
- Day of event, Lionheart will confirm that the on-line materials are available and on-line capture tools allow stakeholders to take part virtually in the meeting.
- At the event, Lionheart will lead the presentation and facilitate any engagement efforts.
- After the event, Lionheart will monitor the on-line materials and capture tools to ensure participation. Also, Lionheart will make meeting-in-a-box materials for the City to make available for stakeholder use at their own meetings.

TASK 2.7 Part 1 Stephenville Comprehensive Plan

The Existing Conditions report will distill the community vision and goals, metrics, existing conditions data, population projections, opportunities, challenges, and stakeholder feedback into a report that will represent Part 1 of the Stephenville Comprehensive and Thoroughfare Plan.

TASK 2 MEETINGS & DELIVERABLES



TASK THREE: CREATE

The first answer is rarely right. Our team develops alternatives and scenarios that can be prototyped and analyzed against project goals. Once a plan is selected, we develop an Implementation Roadmap to ensure its success.

TASK 3.1 Growth Sector Map

Lionheart will create a map highlighting areas most suitable for growth based on the project goals, fiscal analysis, and existing conditions established during the investigate stage. The Growth Sector Map will form the basis of the Future Land Use Map.

TASK 3.2 Future Land Use and Transportation Alternatives

The Growth Sector Map will be used to generate up to 3-alternatives for the location and type of future land uses and transportation scenarios in Stephenville.

TASK 3.3 Comprehensive Plan Committee Meeting #3

During this meeting the committee will review the Proposed Future Land Use and Transportation Alternatives. The committee will provide input on the content and outreach for the upcoming Public Engagement Event.

TASK 3.4 Public Engagement Event #2 – Alternatives

During Public Event # 2 Lionheart will present the alternatives and lead an exercise to collect feedback about what participants like and dislike about each of the alternatives.

Each workshop includes a series of tasks and deliverables to ensure that outreach is widespread and that there are many ways people can plug into the process.

- One month prior to the event, Lionheart will support the City with outreach materials. These will be published by the city with logistics information for stakeholders.
- Two weeks prior to event, Lionheart will review the run-of-show during a virtual meeting with the City. Also, Lionheart will support the City with text and graphics for reminders and more information about the objective and format of event.

- One week prior to event, hold a virtual meeting with the Comprehensive Plan Committee to review the run-of-show.
- Day of event, Lionheart will confirm that the on-line materials are available and on-line capture tools allow stakeholders to take part virtually in the meeting.
- At the event, Lionheart will lead the presentation and facilitate any engagement efforts.
- After the event, Lionheart will monitor the on-line materials and capture tools to ensure participation. Also, Lionheart will make meeting-in-a-box materials for the city to make available for stakeholder use at their own meetings.

TASK 3.5 Future Land Use Plan & Thoroughfare Plan

The preferred Future Land Use Plan and Thoroughfare Plan will be created based on the feedback received during Public Event #2. These plans will be accompanied by a set of potential recommendations for policies, programs, or projects needed for implementation of the plan.

TASK 3.6 Comprehensive Plan Committee Meeting #4

During this meeting the committee will review the Proposed Future Land Use and Thoroughfare Plan and associated recommendations. The committee will provide input on the content and outreach for the upcoming Public Engagement Event.

TASK 3.7 Public Engagement Event #2 – Alternatives

During Public Event # 3 Lionheart will present the preferred plans and lead an exercise to define a path forward and implementation roadmap.

Each workshop includes a series of tasks and deliverables to ensure that outreach is widespread and that there are many ways people can plug into the process.

- One month prior to the event, Lionheart will support the city with outreach materials. These will be published by the city with logistics information for stakeholders.
- Two weeks prior to event, Lionheart will review the run-of-show during a virtual meeting with the city. Also, Lionheart will support the city with text and graphics for reminders and more information about the objective and format of event.
- One week prior to event, hold a virtual meeting with the Comprehensive Plan Committee to review the run-of-show.
- Day of event, Lionheart will confirm that the on-line materials are available and on-line capture tools allow stakeholders to take part virtually in the meeting.
- At the event, Lionheart will lead the presentation and facilitate any engagement efforts.
- After the event, Lionheart will monitor the on-line materials and capture tools to ensure participation. Also, Lionheart will make meeting-in-a-box materials for the city to make available for stakeholder use at their own meetings.

TASK 3.8 Implementation Roadmap

Based on feedback received during Public Event #3, Lionheart will produce an Implementation Roadmap to prioritize specific recommendations. The roadmap will include potential partnerships, funding, and specific action steps for each identified recommendation.

TASK 3 MEETINGS & DELIVERABLES

TASK FOUR: SHARE
TASK 4.1 Comprehensive Plan and Thoroughfare Plan

The final and completed Comprehensive Plan will be delivered to staff for review. After staff review and comment, Lionheart will update the plan and deliver a final Comprehensive Plan in PDF format for distribution to Policy Makers and the public.

TASK 4.2 Public Hearings and Adoption Meetings

Lionheart will prepare a final presentation of the plan and be available to attend up to meetings for approval and adoption of the plan.

TASK 4 MEETINGS & DELIVERABLES

5. PROCESS / TIMELINE

Any extension of the schedule at the request of the City beyond 10% will be billed as time and materials. Any extension of the schedule due to the Consultant gives the City the right to enact clause 8 in Exhibit C Standard Contract Provisions.

Task One: Think	Task Two: Investigate	Task Three: Create	Task Four: Share
Start: Apr 2023	Start: June 2023	Start: Aug 2023	Start: Feb 2023
End: May 2023	End: Aug 2023	End: Jan 2023	End: May 2023

6. OPTIONAL / ADDITIONAL SERVICES

The following tasks are available services that are not included in the base Scope of Work and can be added a la carte. These tasks may extend the overall project timeline.

- Drone photography
- Additional renderings beyond what is stated in the scope
- Animation or movie
- Site or Project model
- Fundraising package
- Graphic Identity and Branding
- Operations & Maintenance planning
- Specialty subconsultants beyond what is listed in Team section
- Cost estimating/ Opinions of Cost

7. EXCLUSIONS / ASSUMPTIONS

Exclusions

- Additional meetings/and or trips beyond what is stated in scope
- Agency or regulatory permits or approvals
- Special filings for variances or other ownership matters
- Preparation of any as-built drawings or record drawings
- Geotechnical reporting or borings
- Structural engineering (including any walls, pools, water features, footings, etc.);
- Acoustical engineering
- Mechanical, electrical, and plumbing engineering
- All waterproofing
- Interior amenity spaces
- Signage and wayfinding
- Traffic or transportation design
- Value engineering
- Cost estimating
- Water feature design or fountain engineering
- Site work beyond the project boundary line

- Coordination with other special districts
- Coordination with public and private utilities

Assumptions

- All deliverables will be sent as digital documents (PDF) unless stated otherwise.
- Base mapping and existing conditions survey provided by others. Lionheart is not responsible for errors in data used in the project work supplied by the Client or others.

8. YOUR INVESTMENT

BASIC SERVICES

By signing this letter, you are authorizing Lionheart to commence services immediately for a fee of \$310,000. The following is a summary of the fees associated with this effort.

Task	Fee
Task One: Think	\$ 25,000.00
Task Two: Investigate	\$ 80,000.00
Task Two: Fiscal Analysis	\$ 40,000.00
Task Three: Create	\$ 80,000.00
Task Four: Share	\$ 85,000.00
Total:	\$ 310,000.00

REIMBURSABLE EXPENSES

In addition to our fees and services, we charge for project expenses incurred on your behalf. These typically include such items as travel, photography, telephone charges, video conferencing and reproduction.

ADDITIONAL SERVICES

Any services that are not defined in this agreement are compensated on an hourly basis for the time worked on your behalf. Rates are based on our current employee rate schedule (see Exhibit B). Additional services can include but are not limited to, redesign of work already approved, major revisions to the program and/or expansion of scope of services. When it is possible, we will define the changes, additions, or modifications to the scope, provide an estimate of costs and request written authorization in advance. However, the absence of a written change order will not preclude payment of fees due Lionheart, provided the change was approved and ordered by the Client.

9. PAYMENT TERMS

Invoices will be mailed from Lionheart's office by the 10th of each month with specific descriptions of the services performed and expenses incurred in the previous month.

Invoices are payable within 30 days of the date of billing.

If you require greater detail for your accounting purposes, we will provide itemized breakdowns of hourly activities or provision of detailed backup for reimbursed expenses. At your request, we can provide this service at an hourly rate of \$65 (sixty-five dollars) per hour.

10. ACCEPTANCE

This Agreement is entered into between Lionheart Places, LLC and Client, owner, or reputed owner of the property to be benefited by Lionheart's services.

If this contract meets with your approval, please sign below, and return one (1) copy for our file.

If this agreement is not accepted within one (1) month from the date of receipt, the offer to perform the described services may be withdrawn and Lionheart may renegotiate this proposal.

The Client agrees that they have read and understood the Contract Provisions (Exhibit C) attached hereto and incorporated herein by reference.

LIONHEART PLACES LLC

By:  Date: 03/24/2023

Name: Rebecca Leonard

Title: CEO and Founder

APPROVED BY CLIENT

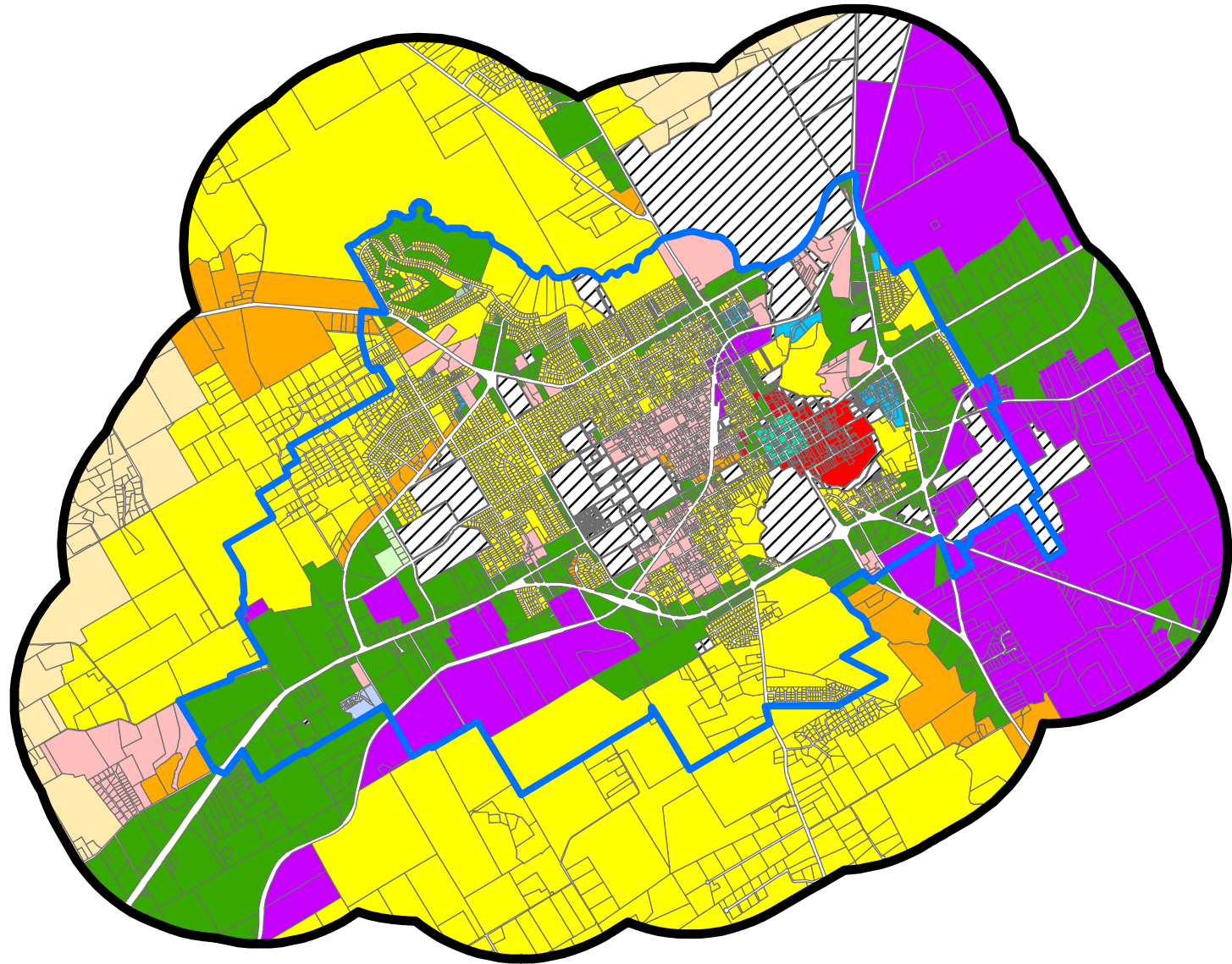
By: _____ Date _____

Name: _____

Title: _____

Exhibit A

Stephenville, Texas Future Land Use Map




Legend


 City Limits

 ETJ

Future Land Use

 1_2 Family

 Ag/Open Space


 Cent Business Dist


 City/Tarleton/SISD


 Commercial


 Downtown


 Duplex/Townhome

 Industrial

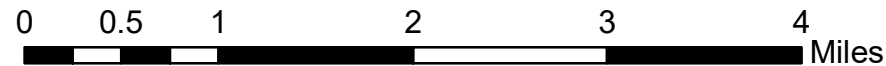
 Manufact Homes

 Multi-Fam/Resident

 Office/Neighbor_Bus

 Planned Development

 Single Family



The City of Stephenville makes every effort to ensure this map is free of errors but does not warrant the map or its features.
The City of Stephenville provides this map without any warranty of any kind whatsoever, either expressed or implied.

EXHIBIT B

EMPLOYEE CLASSIFICATION AND HOURLY BILLING RATES

PROFESSIONAL WITNESS	\$400
PRINCIPAL	\$200 - \$300
PLANNER/LANDSCAPE DESIGNER	\$100 - \$250
INTERN	\$85
PROJECT ASSISTANT	\$85 - \$150

EXHIBIT C

CONTRACT PROVISIONS

1. All fees, commissions, and expenses billed shall be due within thirty (30) days of the date of billing. Interest on unpaid or late bills shall accrue at 1 3/4 percent interest per month (21.0% A.P.R.). In the event of non-payment, such unpaid amounts shall constitute and become a lien upon the property for which professional services are being performed or completed. Lionheart may, at its discretion, assert its right to file and foreclose upon such lien, in addition to pursuing any other remedies permitted by law. Client agrees that all statements not objected to in writing within thirty (30) days of receipt are agreed to be final and binding upon the parties as to the amounts due, the adequacy of Lionheart's performance, and the value of the services provided to Client. If Client does not pay Lionheart within thirty (30) days of the date of billing and Lionheart consults with an attorney for collection, then, in addition to all sums due, Client agrees to pay all costs incurred by Lionheart associated with collection, including Lionheart's reasonable attorney's fees and reasonable court costs.
2. When any invoice is outstanding and unpaid thirty (30) days after the date of billing, Lionheart may, at its discretion, stop work on the project. In addition, when any invoice is outstanding and unpaid ninety (90) days after the date of billing, Lionheart may withdraw from any governmental agency review process any applications, drawings, submittals or other project documents reflecting Lionheart's services. No notice of Lionheart's intent to stop work or to withdraw from any governmental review process shall be required. Client forever releases, discharges and holds Lionheart harmless from all liability arising out of Lionheart's withdrawal of any applications, drawings, submittals or other project documents. Client shall fully indemnify, defend, and hold harmless Lionheart against all claims for liability asserted by any project participant for any action taken by Lionheart under this paragraph.
3. If the project is suspended or abandoned, in whole or in part, for a period of ninety (90) days or more, or upon instruction by Client to Lionheart to suspend activity on the project, Lionheart shall be compensated for all services performed together with all reimbursable expenses due and the Agreement shall be deemed terminated. If the project is resumed after such suspension, the Agreement between Client and Lionheart shall be renegotiated prior to resumption of services by Lionheart. Such renegotiation shall include a fee for remobilization costs incurred by Lionheart. If this Agreement is terminated due to the suspension or abandonment of the project, Client shall make full payment to Lionheart for all compensation due hereunder within 30 days of receipt of a final invoice from Lionheart. For purposes of this Agreement, the term "suspension" or "abandonment" shall mean substantial discontinuance of labor, services, and expenses for a ninety (90) day period or written instruction by Client to suspend substantially all project activities.
4. Lionheart reserves the right to raise hourly rates at its own discretion during this project. Any such increases, however, will not result in an increase in the total fees identified in this proposal unless specific services are being provided on a time and materials basis.
5. Drawings and specifications, including those in electronic form, prepared by Lionheart are the Instruments of Service for use solely with respect to this project. Lionheart shall be deemed the author and owner of their Instruments of Service and shall retain all common law, statutory, and other rights, including copyrights.
6. Lionheart grants the Client a nonexclusive license to reproduce Lionheart's Instruments of Service solely for the purposes of constructing, using, and maintaining this project, if Client shall comply with all obligations, including prompt payment of all sums when due, under this Agreement. The Client shall be permitted to retain copies, including reproducible copies of drawings and specifications for information and reference in connection with the Client's use and occupancy of the project. The Client shall be permitted to authorize its contractors, subcontractors, and material suppliers to reproduce applicable portions of the Instruments of Service appropriate to and for use in the execution of this project. The drawings and specifications shall not be used by the Client on another project, except by agreement in writing between Lionheart and Client.

Any unauthorized use of the Instruments of Service without Lionheart's consent shall be at the Client's sole risk and without liability to Lionheart. The Client shall indemnify and hold harmless Lionheart, and Lionheart's subconsultants from and against claims, damages, losses and expenses, including, but not limited to payment of attorney's fees, arising out of unauthorized use of the Instruments of Service that are part of this project.

Lionheart shall not be responsible or liable for any direct, actual or consequential damages which occur as the result of its inability to produce the Instruments of Service by reason of the casualty, destruction or loss of documents that occurs through no fault of Lionheart.

7. The parties agree not to solicit for employment any employee of the other with whom the parties have had contact because of this Agreement, while the candidate is employed by the other party, and for twelve (12) months following termination of such employment, unless specifically agreed to in writing.
8. In the event of a default of any provision of this Agreement, after ten (10) days' notice to cure is delivered, this Agreement may be deemed terminated by the non-defaulting party. For purpose hereof, any failure to pay sums due in accordance with Paragraph 1 shall be deemed default. Either party may terminate this Agreement for convenience and without cause upon thirty (30) days written notice by either party. If Client terminates this Agreement for convenience, Lionheart shall be compensated for Services performed prior to termination, together with reimbursable expenses then due.
9. Lionheart and Client waive consequential damages for claims, disputes or other matters in question arising out of or relating to the Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Paragraph 8.

All notices and other communications that are required or permitted to be given to the parties under this Agreement shall be sufficient in all respects if given in writing and delivered in person, by electronic mail, by telecopy, by overnight courier, or by certified mail, postage prepaid, return receipt requested, to the receiving party at the following address:

If to Lionheart: Lionheart Places LLC
1023 Springdale Road, Suite 6-E
Austin, TX 78723
Attention: Rebecca Leonard
Telephone: (512) 520-4488

If to Client: City of Stephenville
298 W Washington St
Stephenville, TX 76401
Attention: Steve Killen

or to such other address as such party may have given to the other by notice pursuant to this Section. Notice shall be deemed given on the date of delivery, in the case of personal delivery, electronic mail, or telecopy, or on the delivery or refusal date, as specified on the return receipt in the case of certified mail or on the tracking report in the case of overnight courier.

10. If any provision of this Agreement is for any reason held invalid or unenforceable, such provision shall be deemed separate and shall not affect the validity of the remaining portions herein.
11. This Agreement shall be binding upon the parties, their partners, successors, assigns, and legal representatives.

Client shall not assign this Agreement without the consent of Lionheart.
12. This Agreement may be amended or modified only by written instrument executed by both parties.
13. This Agreement (together with the attached Exhibits, which are incorporated herein by this reference) constitutes the entire agreement between the parties and supersedes prior understandings, written or oral. No waiver under this Agreement shall be valid unless it is given in writing and duly executed by the party to be charged therewith.
14. This Agreement shall be governed by the Laws of the State of Texas. The parties agree that venue for any dispute between them arising out of or relating to this Agreement shall be in the City of Austin in the and County of Travis, State of Texas.
15. In construing this Agreement, (i) the singular includes the plural and vice versa, (ii) reference to any document means such document as amended from time to time, (iii) "include" or "including" means including without limiting the generality of any description preceding such term, (iv) the word "or" is not exclusive, and (v) references to this Agreement or Sections or paragraphs of this Agreement refer to this entire Agreement including all exhibits, schedules, and Addendum attached hereto, as the same may be amended from time to time.