

Office of the City Manager

City of Richland Hills, Texas

## Memorandum

To: Honorable Mayor Bill Agan and members of the Richland Hills City Council  
From: Eric Strong, City Manager  
Date: October 21, 2014  
Subject: 6Stones

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### **Council Action Requested:**

Consideration regarding approving Resolution and 380 Agreement to enter into a partnership with 6Stones for Community Revitalization Projects.

### **Background Information:**

During the budget development cycle, the City Council spent significant time discussing Code Enforcement, Community Development and 6Stones. As you will recall, 6Stones is an organization that works with municipalities to help revitalize and improve substandard houses in the City. They currently work with Hurst, Euless, Bedford and Watauga.

Homeowners in Richland Hills will have the opportunity to apply for 6Stones to work on their property. The program is free to the homeowners. The City will pay an annual fee of \$25,000 and then reimburse 6Stones for a portion of actual costs for each project. The amount in the agreement states that we will reimburse for up to an additional \$25,000, although we won't have to use that much if we don't want to.

It is not necessary to approve this agreement at the meeting on the 21<sup>st</sup>. However, I want to get it in front of you to continue making progress on the issue and make sure staff is aware of any unresolved concerns so that we can work on resolving those.

**Board/Citizen Input:** N/A

**Financial Impact:** Up to \$50,000

**Staff Contacts:**

Eric Strong  
City Manager  
[estrong@richlandhills.com](mailto:estrong@richlandhills.com)

**Attachments:** Resolution and 380 Agreement

RESOLUTION \_\_\_\_\_

**A RESOLUTION APPROVING AN ECONOMIC DEVELOPMENT PROGRAM AGREEMENT BETWEEN THE CITY OF RICHLAND HILLS, TEXAS AND 6 STONES MISSION NETWORK AND ADOPTING THE COMMUNITY POWERED REVITALIZATION “CPR” PROGRAM AS PART OF THE ECONOMIC DEVELOPMENT EFFORTS OF THE CITY OF RICHLAND HILLS, TEXAS, PURSUANT TO AND IN ACCORDANCE WITH TEXAS LOCAL GOVERNMENT CODE, CHAPTER 380**

- WHEREAS**, as part of the long range planning and future revitalization efforts of the City of Richland Hills, the Mayor and City Council authorize the City Manager’s Office to embark on a program of residential structure rehabilitation for the purpose of preservation and protection of the ad valorem property tax base; and
- WHEREAS**, home restoration projects are deemed to be of economic benefit to the City of Richland Hills and contribute to sustaining the City’s property values; and
- WHEREAS**, the Richland Hills City Attorney’s Office reviewed State statutes and the City Charter and determined that the City of Richland Hills can establish grants of funds for purposes of promoting local economic development and business and commercial activity within the City, and the stabilization of the ad valorem tax base directly impacts the economic development of the City at both the residential and commercial levels, pursuant to and in accordance with the Texas Local Government Code Chapter 380 as noted; and
- WHEREAS**, many houses in Richland Hills are exhibiting various stages of decline which has a major impact on the deterioration of the real estate property tax base throughout the City through a ripple effect; and
- WHEREAS**, the demand for city government services may remain constant or expand over time even though the older residential tax base may decline, thereby creating a situation whereby remaining property owners have to assume the burden of paying a larger portion of tax revenue in order to maintain city service levels; and
- WHEREAS**, the Texas Local Government Code Chapter 380 allows a city to provide incentives consisting of loans and grants of city funds, use of city personnel, facilities and services with or without charge, for the promotion of economic development; and
- WHEREAS**, the promotion of the redevelopment of existing housing stock in the City promotes economic development within the City and is essential for the continued economic growth of the City and it is well established that the availability of quality housing stock encourages the relocation of businesses and attracts new business enterprises, as well as the expansion of existing business enterprises with the City, which in turn stimulates growth, creates jobs, and increases property and sales tax revenues since business will look to the available housing stock to meet the needs of management and the work force; and
- WHEREAS**, preservation and improvement of the housing stock is a major contributing factor to the economic health and growth of the City, which in turn stimulates trade and commerce and reduces unemployment, contributes to the well-being and economic growth of the community;

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF RICHLAND HILLS, TEXAS:**

- Section 1:** THAT the City Council of the City of Richland Hills supports and approves the Community Powered Revitalization “CPR” Program in cooperation with 6Stones Mission Network as a valuable and important economic development tool.
- Section 2:** THAT the City Council of the City of Richland Hills adopts the Community Powered Revitalization “CPR” Program as described as part of the City’s economic development efforts to help stabilize the residential tax base of Richland Hills for future generations, as well as for the health, safety, and welfare of the entire citizenry of Richland Hills. The City Council encourages participation in this program and supports the ability of non-profit organizations to partner in the Community Powered Revitalization “CPR” program.
- Section 3:** THAT the City Council of the City of Richland Hills authorizes the City Manager to pay 6Stones Mission Network a lump sum of \$25,000 for CPR program administrative support in fiscal year 2014-2015, which may be renewed annually.
- Section 4:** THAT the City Council of the City of Richland Hills authorizes the City Manager to reimburse 6Stones Mission Network a 50% local match for materials, supplies, and labor and waive all applicable City permit and inspection fees for all CPR sponsored home renovations or construction in Richland Hills in fiscal year 2014-2015. All reimbursements to 6Stones will be based on verifiable receipts and total reimbursements shall not exceed \$25,000 for the fiscal year. Expenses to be matched may include actual or donated goods, labor, or services but may not exceed what a project would actually have cost if all materials and labor were actually paid for on each project or activity.
- Section 5:** THAT in such cases which are deemed appropriate by the City Manager, said funds may be used for grant matching requirements to bring additional funds into projects in Richland Hills. The City Manager may use his discretion in determining whether a particular expense item will be considered for reimbursement by the City of Richland Hills as part of this program.
- Section 6:** THAT for the purpose of creating safe, livable neighborhoods and community, and for the ultimate purpose of maintaining property values within those neighborhoods, the City may transfer properties/homes/vacant lots held in trust by the City of Richland Hills to 6Stones Mission Network for the purpose of revitalizing or building homes or necessary structures deemed appropriate to revitalize a neighborhood and community.
- Section 7:** THAT the City Council of the City of Richland Hills authorizes the City to enter into an Economic Development Program Agreement with 6 Stones Mission Network reflecting the terms and matters described above.

**IT IS SO RESOLVED BY THE CITY COUNCIL OF THE CITY OF RICHLAND HILLS, TEXAS ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2014.**

**ATTEST:**

\_\_\_\_\_  
**Mayor, Bill Agan**

\_\_\_\_\_  
City Secretary, Cathy Bourg

**ECONOMIC DEVELOPMENT PROGRAM AGREEMENT  
BETWEEN  
CITY OF RICHLAND HILLS, TEXAS  
AND 6 STONES MISSION NETWORK  
FOR COMMUNITY POWERED REVITALIZATION**

This Economic Development Program Agreement ("Agreement") is made by and between the City of Richland Hills, Texas, a home rule municipality located in Tarrant County, Texas ("City"), acting by and through Eric Strong, its duly authorized City Manager, and 6 Stones Mission Network, a Texas non-profit corporation ("6Stones"), acting by and through Scott Shepard, its duly authorized Executive Director.

**RECITALS**

- A. **WHEREAS**, 6Stones is a non-profit corporation that engages in the rehabilitation and repair of residential structures in need of revitalization with labor and building materials acquired or furnished via volunteers, donations and grants in cooperation or under arrangements with public and private entities in the North Texas area; and
- B. **WHEREAS**, as part of the long range planning and future revitalization efforts of the City, the City adopted Resolution No. \_\_\_\_\_ on \_\_\_\_\_, 2014 ("Resolution"), wherein the City authorized and approved a program of revitalization and rehabilitation of residential structures for the purpose of preservation and protection of the ad valorem property tax base; and
- C. **WHEREAS**, among other things, the Resolution establishes a Community Powered Revitalization Program ("CPRP") as described as part of the City's economic development policy and program; pursuant to which the City has offered an economic incentive package to 6Stones pursuant to Chapter 380 of the Texas Local Government Code, Article III, Section 52-a of the Texas Constitution, and other applicable laws (collectively, the "380 Provisions"); and
- D. **WHEREAS**, the CPRP includes grants and reimbursements of public money to 6Stones in the amounts set forth below in this AGREEMENT and the waiver of applicable City permit fees, for residential improvements for residential revitalization projects performed by 6Stones under this AGREEMENT; and
- E. **WHEREAS**, the City has determined that: (i) by entering into this AGREEMENT, the potential economic benefits and property value stabilization that will accrue to the City under the terms and conditions of this AGREEMENT are consistent with the City's economic development objectives, the CPRP, and the 380 Provisions and will further the goals for positive growth and property value stabilization in the City, (ii) the CPRP is an appropriate means to achieve the completion of the residential revitalization projects contemplated in the CPRP, which the City Council has determined are necessary and desirable, (iii) the potential economic benefits that will accrue to the City pursuant the terms and conditions of this AGREEMENT are

consistent with the City's economic development objectives as outlined in the 380 Provisions, and (iv) this AGREEMENT is authorized by the 380 Provisions.

- F. **WHEREAS**, the City wishes to engage with 6Stones to assist the City by providing Project administration, oversight and coordination of volunteer and contract labor for residential revitalization of residential structures of qualified applicants selected for inclusion in the CPRP (each being a "Project").

**NOW, THEREFORE**, it is agreed between 6Stones and the City that:

**I. TERM**

The initial term ("Term") of this AGREEMENT commences on \_\_\_\_\_, 2014 and shall expire on September 30, 2015, unless terminated or renewed in accordance with the provisions of Article V (5) below.

**II. PROJECT SELECTION**

- A. City Representative. The City Manager of the City is authorized to and shall designate a single individual employee of the City to act as the official liaison and designated representative of the City ("City Representative") for the purpose of all communications and coordination between the City and 6Stones in connection with this AGREEMENT. The initial City Representative is the Director of Neighborhood Services. The current City Representative shall continue in that capacity until 6Stones receives written notice of his/her replacement from the City Manager.
- B. 6Stones Representative. The Executive Director of 6Stones is authorized to and shall designate a single individual representative of 6Stones to act as the official liaison and designated representative of 6Stones ("6Stones Representative") for the purpose of all communications and coordination between the City and 6Stones in connection with this AGREEMENT. The initial 6Stones Representative is \_\_\_\_\_. The current 6Stones Representative shall continue in that capacity until the City receives written notice of his/her replacement from the 6Stones Executive Director.
- C. Project Selection. The Richland Hills Neighborhood Improvement Program ("CNIP") committee will be comprised of the 6Stones Representative, the City Representative and three (3) other members appointed by the City Manager. The CNIP committee will meet as required to establish methodology for selection of mutually acceptable and qualified Projects. 6Stones may, but will not be required to commence work on more than one Project prior to completion of a previous Project approved under this AGREEMENT. 6Stones will not commence work on any Project under this AGREEMENT until it has been approved by the CNIP committee. Projects that have been approved by the CNIP committee will be subject to the Project Reimbursement provision of this AGREEMENT.
- D. Homeowner Approval. 6Stones will not commence work on any Project unless and until each homeowner regarding the Project has signed or initialed a writing that shows the scope of work for that Project.

## 6STONES OBLIGATIONS

6Stones agrees to and will:

- A. Volunteer Labor Force: During the Term, 6Stones agrees to provide volunteer labor and worksite coordination and oversight for Projects selected for inclusion in the CPRP in accordance with this AGREEMENT. Notwithstanding anything to the contrary in this AGREEMENT, 6Stones will not be required to provide any labor for Projects other than labor provided by uncompensated volunteers. Express prior written approval of the City Representative is required for any changes to the CPRP program goals or any of the terms that have been mutually approved by both parties for any particular Project, scope of work, schedule or budget.
- B. Solicitation of Volunteer Laborers: Initiate and coordinate efforts for solicitation of volunteer laborers for approved Projects through personal contacts, media coverage (when possible), social media posts for events, and preparation for local distribution of printed materials advertising CPRP events in Richland Hills.
- C. Sponsor Development and Recruitment: Meet and exercise reasonable efforts to obtain support, volunteer laborers, donations of money and/or materials and sponsorship of Projects from private corporations and businesses, faith based organizations and non-profit entities.
- D. Participate with CNIP Committee Meetings: Provide support to the CNIP committee in making Project selections consistent with selection criteria supporting residents in need. Perform site inspections of homes for Project selection and for preparing Project scope of work and materials list.
- E. Pre-Work Write-Ups: for each approved Project, 6Stones will complete a scope of work to be performed with an estimated cost of each activity. All work performed will comply with city ordinances and industry standards. The pre-work write-up will be initialed and dated by the homeowner prior to commencing work on the Project.
- F. Coordination/ Selection of Volunteer Laborers: 6Stones will register, coordinate, train, and organize all volunteer laborers on Projects. If and when required and made available, 6Stones will coordinate the distribution of food for volunteer laborers. 6Stones will provide a system of management for the volunteer laborers on all Project work sites, which will include at least one Project leader for each Project who, in the reasonable determination of 6Stones is qualified by license, experience and/or training in one or more trade fields of residential construction (such as electrical, plumbing, framing or roofing) to act as the coordinator of the work (“Site Captain”) to be present on each Project work site at all times when volunteer laborers are present. The Site Captain will be responsible for overseeing the work done by each team of volunteer laborers on the Project. The City agrees not to be present on any Project work site while volunteer laborers are present without being accompanied by the 6Stones Representative, except for the purpose of performing inspections for permits required for the work on a Project. The City agrees not to and will not have any authority to coordinate or instruct any individual laborers or Site Captains on any Project.

- G. Orientation of Volunteer Laborers: 6Stones will exercise reasonable efforts under the circumstances to provide volunteers with Site Captains who will instruct volunteer laborers on work safety, work tasks, work materials and supplies, use of work tools and equipment, measures for control and accountability of tools and equipment, and quality of work to be performed.
- H. Coordination of Ordering, Procurement and Transportation of Materials/Supplies: 6Stones will procure such building materials and other supplies for Projects deemed necessary by 6Stones and its Site Captain within the budget mutually approved for the Project by the 6Stones Representative and the City Representative, or as otherwise subsequently approved by the 6Stones Representative and the City Representative. 6Stones will coordinate the delivery to and distribution of building materials and supplies to each Project work site, with such assistance from City as required and approved by the City Representative.
- I. Permits: The City and 6Stones agree to exercise all reasonable efforts to facilitate the timely applications and inspections for and issuance of all necessary permits and approvals for the work on each Project from the City and any other applicable permitting entity. The City agrees to and will waive all applicable application, permit and authorization fees for approved Projects.
- J. Periodic and Final Inspections: 6Stones will perform such continuous site visits and observations when volunteer laborers are on any Project work site as 6Stones deems reasonably necessary to complete Projects and coordinate the work activities on each Project until completion.
- K. Project Completion Documentation: For each Project, within sixty (60) days after completion, 6Stones will complete and provide to the City Representative a post-completion report of the work performed on that Project, which will include:
- (1) invoices and receipts for all building material, supplies and other out-of-pocket costs paid by 6Stones for the Project (and the associated out-of-pocket costs incurred for the Project) (“Materials Expenses”), and;
  - (2) invoices and receipts for the out-of-pocket amounts paid by 6Stones to all skilled and licensed contractors that were engaged to perform services that, in the sole, reasonable discretion of 6Stones, the volunteer laborers were not licensed or skilled to perform or that would not be practical for volunteer laborers to perform (“Contractor Expenses”), and;
  - (3) receipts or other reasonable evidence demonstrating the value (at building contractor price) of all skilled or licensed contractor labor and services (excluding all volunteer labor), building material and supplies donated to that Project at arm’s length by third party donors to, or sponsors of, the Project, and;
  - (4) before and after pictures of the Project (and where appropriate showing some of the volunteers involved at the work site), and;

- (5) the number of volunteers and volunteer hours included in the work on the Project, and (for Reimbursement purposes) a computation of the value of the volunteer labor on the Project (“Volunteer Labor Value”) determined by multiplying the hours of volunteer labor included in the work on that Project by the following labor rates:

Unskilled Volunteer	\$10.00 per hour
Skilled Volunteer	\$25.00 per hour.

- L. Matching Request: Upon completion of each approved Project 6Stones has the right to, but is not obligated to, prepare and deliver to the City Representative a written request (“Matching Request”) for Reimbursement (defined below) from the City for the completed Project. Upon completion of a major promotional event by 6Stones promoting the CPRP or otherwise soliciting community participation in a Project, 6Stones may submit a Matching Request for more than one Project, whether complete or not. The Matching Request will set forth the Material Expenses, Contractor Expenses and Volunteer Labor Value for each approved Project included in the Matching Request (collectively, the “Project Cost”). The City may not issue a Reimbursement without an approved Matching Request.

### III. CITY OBLIGATIONS

The City agrees to and will:

- A. Program Outreach: After consultation with 6Stones to coordinate the content with the plans and efforts of 6Stones, the City will include mutually acceptable promotional information about the CPRP and 6Stone’s involvement therein not only the target neighborhood but to the City at large by way of City newsletter (if any), social media, local newspapers, water bill flyers, city website, and other means as may be reasonably appropriate and mutually acceptable to 6Stones and the City.
- B. Project Application Intake and Assessment: The City will accept applications for proposed Projects and will assist CPRP program applicants with completion of such applications. The City Representative will make all such applications available to 6Stones on request and will maintain records of the application information. The CNIP committee will review and determine which applications are acceptable for inclusion as Projects.
- C. Project: The City will check all homeowners who file applications for inclusion of their homes in the CPRP (and all persons residing with the applicants) by accessing the applicable registries of local and state sex offenders and violent crime offenders. The City will reject all applications of homeowners who (or whose residents) appear as convicted sex offenders in such registries. The City will perform all other checks (property tax records, etc.) to ensure that approved Projects and homeowners meet the CPRP residential revitalization project criteria established by the CPRP.

- D. Reimbursements: For each approved Project, within thirty (30) days after receipt of the Matching Request from 6Stones, the City will review the Matching Request and supporting information and will pay and deliver to 6Stones an amount equal to fifty percent (50%) of the Project Cost (“Reimbursement”). In the event that the City Representative has any question or objection of any Project Cost in a Matching Request, the City Representative shall give written notice thereof to the 6Stones Representative within fifteen (15) days after receipt of the Matching Request. The City Representative and the 6Stones Representative will meet within ten (10) days after the date of any objection notice from the City Representative and attempt in good faith to resolve the question or objection. If no written objection or question is given by the City Representative within the fifteen (15) day period, the amount of the Project Cost in the Matching Request will become final and determinative.
- E. Maintenance of Records: the City will maintain required records for the CPRP, including without limitation, all communications and letters between 6Stones and the City, all applications from homeowners, all results of criminal background and other checks, all Project Reports and all Matching Requests and Reimbursements.

#### **IV. PROPERTY TRANSFERENCE**

- A. For the purpose of creating safe, livable neighborhoods and community, and for the ultimate purpose of maintaining property values within those neighborhoods, the City may transfer properties, homes or vacant lots held in trust by the City of Richland Hills to 6Stones Mission Network for the purpose of revitalizing or building homes or necessary structures deemed appropriate to revitalize a neighborhood and community.
- B. Such transference shall be considered on a case by case basis and requires the approval of the City Council.
- C. The transference of property will establish metrics detailing mutually agreed upon expectations and timeframe for completion of the revitalization of the transferred property, home or vacant lot.

#### **V. RENEWAL OF TERM**

This AGREEMENT shall automatically be renewed for an additional one year on the same terms and conditions as stated in this AGREEMENT unless either party hereto shall notify the other party in writing its intent to terminate this AGREEMENT not later than thirty (30) days before expiration of the existing Term.

#### **VI. PROGRAM PAYMENTS**

Program payments under this AGREEMENT will be categorized as (1) Administrative payment, or (2) Reimbursement payments. Within forty-five (45) days of the beginning of the initial Term, or the beginning of each successive Term, of this AGREEMENT, the City will pay and deliver to 6Stones one payment in the amount of Twenty-Five

Thousand Dollars (\$25,000.00) for Administrative services under this AGREEMENT. In accordance with the provisions of Article IV (4) above, the City will also issue Reimbursement payments for one or more Matching Requests submitted by 6Stones. Reimbursement payments shall not exceed Twenty-Five Thousand Dollars (\$25,000.00) for any one year term of this AGREEMENT.

**VII. NOTICES**

Notices required by this AGREEMENT shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this AGREEMENT shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

Contact information for Notices and party representatives:

City	6Stones
Scott Mitchell Director of Neighborhood Services City of Richland Hills, Texas Richland Hills, TX 76118 Phone: 817-616-3771 Fax: 817-616-3808 Email: smitchell@richlandhills.com	Scott Sheppard 6Stones Mission Network 209 N. Industrial Blvd, Suite 241 Bedford, TX 76021 Phone: 817-868-7400 Fax: 817-868-7406 Email: ssheppard@6stones.org

**VIII. GENERAL CONDITIONS**

- A. Independent Contractor. Nothing contained in this AGREEMENT is intended to, or shall be construed in any manner, as creating or establishing any employment, partnership, joint venture or agent/principal relationship between the parties. 6Stones shall at all times remain “independent contractor” with respect to the City and the services to be performed under this AGREEMENT, and each of its volunteer laborer participants shall remain as mere volunteers with respect to both the City and 6Stones. The City shall be exempt from payment of all unemployment compensation, FICA, retirement, life and/or medical insurance and Workers’ Compensation Insurance, with regard to 6Stones and its participants.
  
- B. Hold Harmless. To the extent of the insurance coverage provided below, 6Stones shall hold harmless, defend, and indemnify the City from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the volunteers’ negligent conduct or actions related to this AGREEMENT.

- C. Insurance. 6Stones shall obtain and maintain in place a policy of commercial general liability insurance coverage of at least one million dollars (\$1,000,000), combined single limits and covering the Projects.
- D. Amendments. This AGREEMENT may be amended at any time, but only in the event that such amendment is executed in writing, signed by a duly authorized representative of each organization, and approved by the City's governing body.
- E. Assignment. Neither the City nor 6Stones may assign this AGREEMENT, in whole or in part, without the express prior written consent of the other party. Any attempted assignment without such consent is void, *ab initio*.
- F. Attorneys' Fees. If any action, whether real or asserted, at law or in equity, arises in any legal proceeding on the basis of any provision of this AGREEMENT, the prevailing party shall be entitled to recover from the other party the prevailing party's reasonable attorneys' fees and costs in such proceeding, as determined by the court or person presiding over such proceeding.
- G. Counterparts. This AGREEMENT may be executed in multiple counterparts, each of which shall be considered an original, but all of which shall constitute one instrument.
- H. No Third Party Beneficiaries. The provisions and conditions of this AGREEMENT are solely for the benefit of the City and 6Stones and are not intended to create any rights, contractual or otherwise, to any other person or entity. There are no intended third party beneficiaries.
- I. Allocation of Funds. The funds necessary to pay the Program Payments described in Article VI for the initial one year Term are available in currently budgeted and available general revenue funds of the City. Program Payments for any future annual Term, if any, may not have been included in the currently budgeted and available general revenue funds of the City. The City's obligation to make Program Payments for any future annual Term, if not included in the currently budgeted and available funds of the City for the current fiscal year, are conditioned on funds being budgeted and available for Program Payments in future fiscal years. In the event that sufficient funds for the payment of all of the City's Program Payments for any annual Term after the initial Term are not included in the City's budget for the applicable budget year of the City, the City will immediately give notice thereof to 6Stones and 6Stones will be immediately released from of all obligations and duties under this AGREEMENT thereafter.

## **IX. ADMINISTRATIVE REQUIREMENTS**

### **A. Documentation and Retention**

- (1) Client Data: The City shall maintain applicant data demonstrating homeowner (and other associated residents) eligibility on approved Projects. Such data shall include, but not be limited to, homeowner (and other residents) name, address,

income level or other basis for determining eligibility, results of background checks and description of the work performed on the applicable Project. Such information shall be made available to 6Stones or its designees for review upon request.

- (2) Disclosure: 6Stones understands that applicant information collected under this AGREEMENT is private and the use or disclosure of such information, when not directly connected with the administration of the City's or 6Stones' responsibilities with respect to services provided under this AGREEMENT is prohibited, unless written consent is obtained from such homeowners and other applicable residents in the approved Projects and, in the case of a minor, that of a responsible parent/guardian. The parties, however, acknowledge that applicant information or data may be, in certain circumstances, public information that must be disclosed as required by the provisions of the Texas Public Information Act.

#### **X. SEVERABILITY**

If any provision of this AGREEMENT is held invalid or unenforceable, the remainder of the AGREEMENT shall not be affected thereby and all other parts of this AGREEMENT shall nevertheless be in full force and effect.

#### **XI. SECTION HEADINGS AND SUBHEADINGS**

The section headings and subheadings contained in this AGREEMENT are included for convenience only and shall not limit or otherwise affect the terms of this AGREEMENT.

#### **XII. WAIVER**

Either Party's failure to act with respect to a breach by the other Party does not waive its right to act with respect to subsequent or similar breaches. The failure of either Party to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

#### **XIII. FORCE MAJEURE**

It is expressly understood and agreed by the parties to this AGREEMENT that if the performance of any obligations hereunder is delayed by reason of war, civil commotion, acts of God, inclement weather, or other circumstances which are reasonably beyond the control or knowledge of the party obligated or permitted under the terms of this AGREEMENT to do or perform the same, regardless of whether any such circumstance is similar to any of those enumerated or not, the party so obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the time period applicable to such requirement shall be extended for a period of time equal to the period such party was delayed.

**XIV. ENTIRE AGREEMENT**

This AGREEMENT constitutes the entire agreement between the City and 6Stones for the use of funds received under this AGREEMENT and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the City and 6Stones, with respect to this AGREEMENT.

IN WITNESS WHEREOF, the Parties have executed this contract as of the date first written above.

**City of Richland Hills**

**6Stones Mission Network**

By:

By:

\_\_\_\_\_  
Bill Agan, Mayor

\_\_\_\_\_  
Scott Shepard, its Executive Director

RESOLUTION \_\_\_\_\_

**A RESOLUTION APPROVING AN ECONOMIC DEVELOPMENT PROGRAM AGREEMENT BETWEEN THE CITY OF RICHLAND HILLS, TEXAS AND 6 STONES MISSION NETWORK AND ADOPTING THE COMMUNITY POWERED REVITALIZATION “CPR” PROGRAM AS PART OF THE ECONOMIC DEVELOPMENT EFFORTS OF THE CITY OF RICHLAND HILLS, TEXAS, PURSUANT TO AND IN ACCORDANCE WITH TEXAS LOCAL GOVERNMENT CODE, CHAPTER 380**

- WHEREAS**, as part of the long range planning and future revitalization efforts of the City of Richland Hills, the Mayor and City Council authorize the City Manager’s Office to embark on a program of residential structure rehabilitation for the purpose of preservation and protection of the ad valorem property tax base; and
- WHEREAS**, home restoration projects are deemed to be of economic benefit to the City of Richland Hills and contribute to sustaining the City’s property values; and
- WHEREAS**, the Richland Hills City Attorney’s Office reviewed State statutes and the City Charter and determined that the City of Richland Hills can establish grants of funds for purposes of promoting local economic development and business and commercial activity within the City, and the stabilization of the ad valorem tax base directly impacts the economic development of the City at both the residential and commercial levels, pursuant to and in accordance with the Texas Local Government Code Chapter 380 as noted; and
- WHEREAS**, many houses in Richland Hills are exhibiting various stages of decline which has a major impact on the deterioration of the real estate property tax base throughout the City through a ripple effect; and
- WHEREAS**, the demand for city government services may remain constant or expand over time even though the older residential tax base may decline, thereby creating a situation whereby remaining property owners have to assume the burden of paying a larger portion of tax revenue in order to maintain city service levels; and
- WHEREAS**, the Texas Local Government Code Chapter 380 allows a city to provide incentives consisting of loans and grants of city funds, use of city personnel, facilities and services with or without charge, for the promotion of economic development; and
- WHEREAS**, the promotion of the redevelopment of existing housing stock in the City promotes economic development within the City and is essential for the continued economic growth of the City and it is well established that the availability of quality housing stock encourages the relocation of businesses and attracts new business enterprises, as well as the expansion of existing business enterprises with the City, which in turn stimulates growth, creates jobs, and increases property and sales tax revenues since business will look to the available housing stock to meet the needs of management and the work force; and
- WHEREAS**, preservation and improvement of the housing stock is a major contributing factor to the economic health and growth of the City, which in turn stimulates trade and commerce and reduces unemployment, contributes to the well-being and economic growth of the community;

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF RICHLAND HILLS, TEXAS:**

- Section 1:** THAT the City Council of the City of Richland Hills supports and approves the Community Powered Revitalization “CPR” Program in cooperation with 6Stones Mission Network as a valuable and important economic development tool.
- Section 2:** THAT the City Council of the City of Richland Hills adopts the Community Powered Revitalization “CPR” Program as described as part of the City’s economic development efforts to help stabilize the residential tax base of Richland Hills for future generations, as well as for the health, safety, and welfare of the entire citizenry of Richland Hills. The City Council encourages participation in this program and supports the ability of non-profit organizations to partner in the Community Powered Revitalization “CPR” program.
- Section 3:** THAT the City Council of the City of Richland Hills authorizes the City Manager to pay 6Stones Mission Network a lump sum of \$25,000 for CPR program administrative support in fiscal year 2014-2015, which may be renewed annually.
- Section 4:** THAT the City Council of the City of Richland Hills authorizes the City Manager to reimburse 6Stones Mission Network a 50% local match for materials, supplies, and labor and waive all applicable City permit and inspection fees for all CPR sponsored home renovations or construction in Richland Hills in fiscal year 2014-2015. All reimbursements to 6Stones will be based on verifiable receipts and total reimbursements shall not exceed \$25,000 for the fiscal year. Expenses to be matched may include actual or donated goods, labor, or services but may not exceed what a project would actually have cost if all materials and labor were actually paid for on each project or activity.
- Section 5:** THAT in such cases which are deemed appropriate by the City Manager, said funds may be used for grant matching requirements to bring additional funds into projects in Richland Hills. The City Manager may use his discretion in determining whether a particular expense item will be considered for reimbursement by the City of Richland Hills as part of this program.
- Section 6:** THAT for the purpose of creating safe, livable neighborhoods and community, and for the ultimate purpose of maintaining property values within those neighborhoods, the City may transfer properties/homes/vacant lots held in trust by the City of Richland Hills to 6Stones Mission Network for the purpose of revitalizing or building homes or necessary structures deemed appropriate to revitalize a neighborhood and community.
- Section 7:** THAT the City Council of the City of Richland Hills authorizes the City to enter into an Economic Development Program Agreement with 6 Stones Mission Network reflecting the terms and matters described above.

**IT IS SO RESOLVED BY THE CITY COUNCIL OF THE CITY OF RICHLAND HILLS, TEXAS ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2014.**

**ATTEST:**

\_\_\_\_\_  
**Mayor, Bill Agan**

\_\_\_\_\_  
City Secretary, Cathy Bourg

**ECONOMIC DEVELOPMENT PROGRAM AGREEMENT  
BETWEEN  
CITY OF RICHLAND HILLS, TEXAS  
AND 6 STONES MISSION NETWORK  
FOR COMMUNITY POWERED REVITALIZATION**

This Economic Development Program Agreement ("Agreement") is made by and between the City of Richland Hills, Texas, a home rule municipality located in Tarrant County, Texas ("City"), acting by and through Eric Strong, its duly authorized City Manager, and 6 Stones Mission Network, a Texas non-profit corporation ("6Stones"), acting by and through Scott Shepard, its duly authorized Executive Director.

**RECITALS**

- A. **WHEREAS**, 6Stones is a non-profit corporation that engages in the rehabilitation and repair of residential structures in need of revitalization with labor and building materials acquired or furnished via volunteers, donations and grants in cooperation or under arrangements with public and private entities in the North Texas area; and
- B. **WHEREAS**, as part of the long range planning and future revitalization efforts of the City, the City adopted Resolution No. \_\_\_\_\_ on \_\_\_\_\_, 2014 ("Resolution"), wherein the City authorized and approved a program of revitalization and rehabilitation of residential structures for the purpose of preservation and protection of the ad valorem property tax base; and
- C. **WHEREAS**, among other things, the Resolution establishes a Community Powered Revitalization Program ("CPRP") as described as part of the City's economic development policy and program; pursuant to which the City has offered an economic incentive package to 6Stones pursuant to Chapter 380 of the Texas Local Government Code, Article III, Section 52-a of the Texas Constitution, and other applicable laws (collectively, the "380 Provisions"); and
- D. **WHEREAS**, the CPRP includes grants and reimbursements of public money to 6Stones in the amounts set forth below in this AGREEMENT and the waiver of applicable City permit fees, for residential improvements for residential revitalization projects performed by 6Stones under this AGREEMENT; and
- E. **WHEREAS**, the City has determined that: (i) by entering into this AGREEMENT, the potential economic benefits and property value stabilization that will accrue to the City under the terms and conditions of this AGREEMENT are consistent with the City's economic development objectives, the CPRP, and the 380 Provisions and will further the goals for positive growth and property value stabilization in the City, (ii) the CPRP is an appropriate means to achieve the completion of the residential revitalization projects contemplated in the CPRP, which the City Council has determined are necessary and desirable, (iii) the potential economic benefits that will accrue to the City pursuant the terms and conditions of this AGREEMENT are

consistent with the City's economic development objectives as outlined in the 380 Provisions, and (iv) this AGREEMENT is authorized by the 380 Provisions.

- F. **WHEREAS**, the City wishes to engage with 6Stones to assist the City by providing Project administration, oversight and coordination of volunteer and contract labor for residential revitalization of residential structures of qualified applicants selected for inclusion in the CPRP (each being a "Project").

**NOW, THEREFORE**, it is agreed between 6Stones and the City that:

**I. TERM**

The initial term ("Term") of this AGREEMENT commences on \_\_\_\_\_, 2014 and shall expire on September 30, 2015, unless terminated or renewed in accordance with the provisions of Article V (5) below.

**II. PROJECT SELECTION**

- A. City Representative. The City Manager of the City is authorized to and shall designate a single individual employee of the City to act as the official liaison and designated representative of the City ("City Representative") for the purpose of all communications and coordination between the City and 6Stones in connection with this AGREEMENT. The initial City Representative is the Director of Neighborhood Services. The current City Representative shall continue in that capacity until 6Stones receives written notice of his/her replacement from the City Manager.
- B. 6Stones Representative. The Executive Director of 6Stones is authorized to and shall designate a single individual representative of 6Stones to act as the official liaison and designated representative of 6Stones ("6Stones Representative") for the purpose of all communications and coordination between the City and 6Stones in connection with this AGREEMENT. The initial 6Stones Representative is \_\_\_\_\_. The current 6Stones Representative shall continue in that capacity until the City receives written notice of his/her replacement from the 6Stones Executive Director.
- C. Project Selection. The Richland Hills Neighborhood Improvement Program ("CNIP") committee will be comprised of the 6Stones Representative, the City Representative and three (3) other members appointed by the City Manager. The CNIP committee will meet as required to establish methodology for selection of mutually acceptable and qualified Projects. 6Stones may, but will not be required to commence work on more than one Project prior to completion of a previous Project approved under this AGREEMENT. 6Stones will not commence work on any Project under this AGREEMENT until it has been approved by the CNIP committee. Projects that have been approved by the CNIP committee will be subject to the Project Reimbursement provision of this AGREEMENT.
- D. Homeowner Approval. 6Stones will not commence work on any Project unless and until each homeowner regarding the Project has signed or initialed a writing that shows the scope of work for that Project.

## 6STONES OBLIGATIONS

6Stones agrees to and will:

- A. Volunteer Labor Force: During the Term, 6Stones agrees to provide volunteer labor and worksite coordination and oversight for Projects selected for inclusion in the CPRP in accordance with this AGREEMENT. Notwithstanding anything to the contrary in this AGREEMENT, 6Stones will not be required to provide any labor for Projects other than labor provided by uncompensated volunteers. Express prior written approval of the City Representative is required for any changes to the CPRP program goals or any of the terms that have been mutually approved by both parties for any particular Project, scope of work, schedule or budget.
- B. Solicitation of Volunteer Laborers: Initiate and coordinate efforts for solicitation of volunteer laborers for approved Projects through personal contacts, media coverage (when possible), social media posts for events, and preparation for local distribution of printed materials advertising CPRP events in Richland Hills.
- C. Sponsor Development and Recruitment: Meet and exercise reasonable efforts to obtain support, volunteer laborers, donations of money and/or materials and sponsorship of Projects from private corporations and businesses, faith based organizations and non-profit entities.
- D. Participate with CNIP Committee Meetings: Provide support to the CNIP committee in making Project selections consistent with selection criteria supporting residents in need. Perform site inspections of homes for Project selection and for preparing Project scope of work and materials list.
- E. Pre-Work Write-Ups: for each approved Project, 6Stones will complete a scope of work to be performed with an estimated cost of each activity. All work performed will comply with city ordinances and industry standards. The pre-work write-up will be initialed and dated by the homeowner prior to commencing work on the Project.
- F. Coordination/ Selection of Volunteer Laborers: 6Stones will register, coordinate, train, and organize all volunteer laborers on Projects. If and when required and made available, 6Stones will coordinate the distribution of food for volunteer laborers. 6Stones will provide a system of management for the volunteer laborers on all Project work sites, which will include at least one Project leader for each Project who, in the reasonable determination of 6Stones is qualified by license, experience and/or training in one or more trade fields of residential construction (such as electrical, plumbing, framing or roofing) to act as the coordinator of the work (“Site Captain”) to be present on each Project work site at all times when volunteer laborers are present. The Site Captain will be responsible for overseeing the work done by each team of volunteer laborers on the Project. The City agrees not to be present on any Project work site while volunteer laborers are present without being accompanied by the 6Stones Representative, except for the purpose of performing inspections for permits required for the work on a Project. The City agrees not to and will not have any authority to coordinate or instruct any individual laborers or Site Captains on any Project.

- G. Orientation of Volunteer Laborers: 6Stones will exercise reasonable efforts under the circumstances to provide volunteers with Site Captains who will instruct volunteer laborers on work safety, work tasks, work materials and supplies, use of work tools and equipment, measures for control and accountability of tools and equipment, and quality of work to be performed.
- H. Coordination of Ordering, Procurement and Transportation of Materials/Supplies: 6Stones will procure such building materials and other supplies for Projects deemed necessary by 6Stones and its Site Captain within the budget mutually approved for the Project by the 6Stones Representative and the City Representative, or as otherwise subsequently approved by the 6Stones Representative and the City Representative. 6Stones will coordinate the delivery to and distribution of building materials and supplies to each Project work site, with such assistance from City as required and approved by the City Representative.
- I. Permits: The City and 6Stones agree to exercise all reasonable efforts to facilitate the timely applications and inspections for and issuance of all necessary permits and approvals for the work on each Project from the City and any other applicable permitting entity. The City agrees to and will waive all applicable application, permit and authorization fees for approved Projects.
- J. Periodic and Final Inspections: 6Stones will perform such continuous site visits and observations when volunteer laborers are on any Project work site as 6Stones deems reasonably necessary to complete Projects and coordinate the work activities on each Project until completion.
- K. Project Completion Documentation: For each Project, within sixty (60) days after completion, 6Stones will complete and provide to the City Representative a post-completion report of the work performed on that Project, which will include:
- (1) invoices and receipts for all building material, supplies and other out-of-pocket costs paid by 6Stones for the Project (and the associated out-of-pocket costs incurred for the Project) (“Materials Expenses”), and;
  - (2) invoices and receipts for the out-of-pocket amounts paid by 6Stones to all skilled and licensed contractors that were engaged to perform services that, in the sole, reasonable discretion of 6Stones, the volunteer laborers were not licensed or skilled to perform or that would not be practical for volunteer laborers to perform (“Contractor Expenses”), and;
  - (3) receipts or other reasonable evidence demonstrating the value (at building contractor price) of all skilled or licensed contractor labor and services (excluding all volunteer labor), building material and supplies donated to that Project at arm’s length by third party donors to, or sponsors of, the Project, and;
  - (4) before and after pictures of the Project (and where appropriate showing some of the volunteers involved at the work site), and;

- (5) the number of volunteers and volunteer hours included in the work on the Project, and (for Reimbursement purposes) a computation of the value of the volunteer labor on the Project (“Volunteer Labor Value”) determined by multiplying the hours of volunteer labor included in the work on that Project by the following labor rates:

Unskilled Volunteer	\$10.00 per hour
Skilled Volunteer	\$25.00 per hour.

- L. Matching Request: Upon completion of each approved Project 6Stones has the right to, but is not obligated to, prepare and deliver to the City Representative a written request (“Matching Request”) for Reimbursement (defined below) from the City for the completed Project. Upon completion of a major promotional event by 6Stones promoting the CPRP or otherwise soliciting community participation in a Project, 6Stones may submit a Matching Request for more than one Project, whether complete or not. The Matching Request will set forth the Material Expenses, Contractor Expenses and Volunteer Labor Value for each approved Project included in the Matching Request (collectively, the “Project Cost”). The City may not issue a Reimbursement without an approved Matching Request.

### III. CITY OBLIGATIONS

The City agrees to and will:

- A. Program Outreach: After consultation with 6Stones to coordinate the content with the plans and efforts of 6Stones, the City will include mutually acceptable promotional information about the CPRP and 6Stone’s involvement therein not only the target neighborhood but to the City at large by way of City newsletter (if any), social media, local newspapers, water bill flyers, city website, and other means as may be reasonably appropriate and mutually acceptable to 6Stones and the City.
- B. Project Application Intake and Assessment: The City will accept applications for proposed Projects and will assist CPRP program applicants with completion of such applications. The City Representative will make all such applications available to 6Stones on request and will maintain records of the application information. The CNIP committee will review and determine which applications are acceptable for inclusion as Projects.
- C. Project: The City will check all homeowners who file applications for inclusion of their homes in the CPRP (and all persons residing with the applicants) by accessing the applicable registries of local and state sex offenders and violent crime offenders. The City will reject all applications of homeowners who (or whose residents) appear as convicted sex offenders in such registries. The City will perform all other checks (property tax records, etc.) to ensure that approved Projects and homeowners meet the CPRP residential revitalization project criteria established by the CPRP.

- D. Reimbursements: For each approved Project, within thirty (30) days after receipt of the Matching Request from 6Stones, the City will review the Matching Request and supporting information and will pay and deliver to 6Stones an amount equal to fifty percent (50%) of the Project Cost (“Reimbursement”). In the event that the City Representative has any question or objection of any Project Cost in a Matching Request, the City Representative shall give written notice thereof to the 6Stones Representative within fifteen (15) days after receipt of the Matching Request. The City Representative and the 6Stones Representative will meet within ten (10) days after the date of any objection notice from the City Representative and attempt in good faith to resolve the question or objection. If no written objection or question is given by the City Representative within the fifteen (15) day period, the amount of the Project Cost in the Matching Request will become final and determinative.
- E. Maintenance of Records: the City will maintain required records for the CPRP, including without limitation, all communications and letters between 6Stones and the City, all applications from homeowners, all results of criminal background and other checks, all Project Reports and all Matching Requests and Reimbursements.

#### **IV. PROPERTY TRANSFERENCE**

- A. For the purpose of creating safe, livable neighborhoods and community, and for the ultimate purpose of maintaining property values within those neighborhoods, the City may transfer properties, homes or vacant lots held in trust by the City of Richland Hills to 6Stones Mission Network for the purpose of revitalizing or building homes or necessary structures deemed appropriate to revitalize a neighborhood and community.
- B. Such transference shall be considered on a case by case basis and requires the approval of the City Council.
- C. The transference of property will establish metrics detailing mutually agreed upon expectations and timeframe for completion of the revitalization of the transferred property, home or vacant lot.

#### **V. RENEWAL OF TERM**

This AGREEMENT shall automatically be renewed for an additional one year on the same terms and conditions as stated in this AGREEMENT unless either party hereto shall notify the other party in writing its intent to terminate this AGREEMENT not later than thirty (30) days before expiration of the existing Term.

#### **VI. PROGRAM PAYMENTS**

Program payments under this AGREEMENT will be categorized as (1) Administrative payment, or (2) Reimbursement payments. Within forty-five (45) days of the beginning of the initial Term, or the beginning of each successive Term, of this AGREEMENT, the City will pay and deliver to 6Stones one payment in the amount of Twenty-Five

Thousand Dollars (\$25,000.00) for Administrative services under this AGREEMENT. In accordance with the provisions of Article IV (4) above, the City will also issue Reimbursement payments for one or more Matching Requests submitted by 6Stones. Reimbursement payments shall not exceed Twenty-Five Thousand Dollars (\$25,000.00) for any one year term of this AGREEMENT.

**VII. NOTICES**

Notices required by this AGREEMENT shall be in writing and delivered via mail (postage prepaid), commercial courier, or personal delivery or sent by facsimile or other electronic means. Any notice delivered or sent as aforesaid shall be effective on the date of delivery or sending. All notices and other written communications under this AGREEMENT shall be addressed to the individuals in the capacities indicated below, unless otherwise modified by subsequent written notice.

Contact information for Notices and party representatives:

City	6Stones
Scott Mitchell Director of Neighborhood Services City of Richland Hills, Texas Richland Hills, TX 76118 Phone: 817-616-3771 Fax: 817-616-3808 Email: smitchell@richlandhills.com	Scott Sheppard 6Stones Mission Network 209 N. Industrial Blvd, Suite 241 Bedford, TX 76021 Phone: 817-868-7400 Fax: 817-868-7406 Email: ssheppard@6stones.org

**VIII. GENERAL CONDITIONS**

- A. Independent Contractor. Nothing contained in this AGREEMENT is intended to, or shall be construed in any manner, as creating or establishing any employment, partnership, joint venture or agent/principal relationship between the parties. 6Stones shall at all times remain “independent contractor” with respect to the City and the services to be performed under this AGREEMENT, and each of its volunteer laborer participants shall remain as mere volunteers with respect to both the City and 6Stones. The City shall be exempt from payment of all unemployment compensation, FICA, retirement, life and/or medical insurance and Workers’ Compensation Insurance, with regard to 6Stones and its participants.
  
- B. Hold Harmless. To the extent of the insurance coverage provided below, 6Stones shall hold harmless, defend, and indemnify the City from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the volunteers’ negligent conduct or actions related to this AGREEMENT.

- C. Insurance. 6Stones shall obtain and maintain in place a policy of commercial general liability insurance coverage of at least one million dollars (\$1,000,000), combined single limits and covering the Projects.
- D. Amendments. This AGREEMENT may be amended at any time, but only in the event that such amendment is executed in writing, signed by a duly authorized representative of each organization, and approved by the City's governing body.
- E. Assignment. Neither the City nor 6Stones may assign this AGREEMENT, in whole or in part, without the express prior written consent of the other party. Any attempted assignment without such consent is void, *ab initio*.
- F. Attorneys' Fees. If any action, whether real or asserted, at law or in equity, arises in any legal proceeding on the basis of any provision of this AGREEMENT, the prevailing party shall be entitled to recover from the other party the prevailing party's reasonable attorneys' fees and costs in such proceeding, as determined by the court or person presiding over such proceeding.
- G. Counterparts. This AGREEMENT may be executed in multiple counterparts, each of which shall be considered an original, but all of which shall constitute one instrument.
- H. No Third Party Beneficiaries. The provisions and conditions of this AGREEMENT are solely for the benefit of the City and 6Stones and are not intended to create any rights, contractual or otherwise, to any other person or entity. There are no intended third party beneficiaries.
- I. Allocation of Funds. The funds necessary to pay the Program Payments described in Article VI for the initial one year Term are available in currently budgeted and available general revenue funds of the City. Program Payments for any future annual Term, if any, may not have been included in the currently budgeted and available general revenue funds of the City. The City's obligation to make Program Payments for any future annual Term, if not included in the currently budgeted and available funds of the City for the current fiscal year, are conditioned on funds being budgeted and available for Program Payments in future fiscal years. In the event that sufficient funds for the payment of all of the City's Program Payments for any annual Term after the initial Term are not included in the City's budget for the applicable budget year of the City, the City will immediately give notice thereof to 6Stones and 6Stones will be immediately released from of all obligations and duties under this AGREEMENT thereafter.

## **IX. ADMINISTRATIVE REQUIREMENTS**

### **A. Documentation and Retention**

- (1) Client Data: The City shall maintain applicant data demonstrating homeowner (and other associated residents) eligibility on approved Projects. Such data shall include, but not be limited to, homeowner (and other residents) name, address,

income level or other basis for determining eligibility, results of background checks and description of the work performed on the applicable Project. Such information shall be made available to 6Stones or its designees for review upon request.

- (2) Disclosure: 6Stones understands that applicant information collected under this AGREEMENT is private and the use or disclosure of such information, when not directly connected with the administration of the City's or 6Stones' responsibilities with respect to services provided under this AGREEMENT is prohibited, unless written consent is obtained from such homeowners and other applicable residents in the approved Projects and, in the case of a minor, that of a responsible parent/guardian. The parties, however, acknowledge that applicant information or data may be, in certain circumstances, public information that must be disclosed as required by the provisions of the Texas Public Information Act.

#### **X. SEVERABILITY**

If any provision of this AGREEMENT is held invalid or unenforceable, the remainder of the AGREEMENT shall not be affected thereby and all other parts of this AGREEMENT shall nevertheless be in full force and effect.

#### **XI. SECTION HEADINGS AND SUBHEADINGS**

The section headings and subheadings contained in this AGREEMENT are included for convenience only and shall not limit or otherwise affect the terms of this AGREEMENT.

#### **XII. WAIVER**

Either Party's failure to act with respect to a breach by the other Party does not waive its right to act with respect to subsequent or similar breaches. The failure of either Party to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

#### **XIII. FORCE MAJEURE**

It is expressly understood and agreed by the parties to this AGREEMENT that if the performance of any obligations hereunder is delayed by reason of war, civil commotion, acts of God, inclement weather, or other circumstances which are reasonably beyond the control or knowledge of the party obligated or permitted under the terms of this AGREEMENT to do or perform the same, regardless of whether any such circumstance is similar to any of those enumerated or not, the party so obligated or permitted shall be excused from doing or performing the same during such period of delay, so that the time period applicable to such requirement shall be extended for a period of time equal to the period such party was delayed.

**XIV. ENTIRE AGREEMENT**

This AGREEMENT constitutes the entire agreement between the City and 6Stones for the use of funds received under this AGREEMENT and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the City and 6Stones, with respect to this AGREEMENT.

IN WITNESS WHEREOF, the Parties have executed this contract as of the date first written above.

**City of Richland Hills**

**6Stones Mission Network**

By:

By:

\_\_\_\_\_  
Bill Agan, Mayor

\_\_\_\_\_  
Scott Shepard, its Executive Director