

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

GRANT AGREEMENT

This Grant Agreement (“Agreement”) is made by and between the City of Coppell, Texas (the “City”), acting by and through its City Manager, and Woven Health Clinic, by and through its Executive Director, located in Dallas County.

WITNESSETH:

WHEREAS, the City of Coppell has received American Rescue Plan Act (ARPA) funds to provide local funding to local agencies and organizations for community wellbeing and assistance to those impacted by the effects of the COVID-19 pandemic; and

WHEREAS, the City serves a public purpose and will enhance the community and provide a benefit to the wellbeing and recovery of its citizens; and, that such agreement will assist and promote the general health, safety and welfare of its citizens; and

WHEREAS, Woven Health Clinic is a local nonprofit corporation, which provides services to citizens through various programs and projects which enhance the wellbeing and social needs of citizens; and

WHEREAS, the City is authorized by Federally adopted regulations to use said funds for the recited public purpose in the City as set forth herein and under Federal Law;

NOW THEREFORE, in consideration of the foregoing, and other consideration the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

Article I
Definitions

For purposes of this Agreement, each of the following terms shall have the meaning set forth herein unless the context clearly indicates otherwise:

“City” shall mean the City of Coppell, Texas, acting by and through its City Manager.

“Effective Date” shall mean the last date this Agreement is signed by the authorized representatives of all parties hereto.

“Eligible Resident” shall mean residents of the City who have experienced a negative economic impact due to the COVID-19 public health emergency.

“Expenditure Category” shall mean the category defined by the American Rescue Plan Act.

“Expiration Date” shall mean the date that the parties have fully satisfied their respective obligations herein.

“Grant” shall mean the payment of funds for use to meet the public health and economic needs of those impacted by the COVID-19 pandemic and to address longstanding health and economic disparities in impacted communities as provided in Exhibit A, which is attached hereto and incorporated herein.

“Woven Health Clinic” is a Texas non-profit corporation serving public health and social needs for the communities of Addison, Carrollton, Coppell, Dallas, and Farmers Branch.

“Project” shall mean programs and services provided by Woven Health Clinic as reflected in the grant and set forth in Exhibit A which is attached hereto.

Article II Term

2.1 This Agreement shall begin on the Effective Date of _____ and continue until the Expiration Date of December 31, 2024, unless sooner terminated as provided herein.

Article III Grants

3.1 Amount of Grants. Subject to the City’s satisfaction of all terms and conditions of this Agreement, the City agrees to provide a Grant, as defined herein, to Woven Health Clinic in the amount of Two Hundred Fifty Thousand Dollars (\$250,000.00) from funds received by the City through the American Rescue Plan Act (ARPA).

3.2 Payment of Grants. The Grant shall be paid to Woven Health Clinic in two (2) equal lump sum payments in the amount of One Hundred Twenty Five Thousand Dollars (\$125,000.00) per year for two (2) years beginning January 1, 2023 and ending December 31, 2024. The first payment will be made within thirty (30) days of execution of this Agreement. Each subsequent payment will be made at the beginning of the calendar year.

3.3 Consideration for the Grants. The City agreement herein is in consideration of and entered on the condition that Woven Health Clinic shall expend the funds as defined by the Grant and to use the funds in accordance with this Agreement and the Federal Regulations applicable to such funds as set forth in The Final Rule of the Coronavirus State & Local Fiscal Recovery Funds and The Compliance and Reporting Guidance of the State and Local Fiscal Recovery Funds (Exhibits B & C).

3.4 Use of Funds. Woven Health Clinic agrees that the Project funds will be dedicated solely to Eligible Residents of the City of Coppell for Expenditure Category 1: Public Health. The use of funds is governed by this Agreement, ARPA and all U.S. Treasury Department regulations or guidelines thereunder. Woven Health Clinic hereby agrees to comply with all terms and conditions relating to the use of funds from ARPA, including:

- a) Only use Project funds for expenditures made between January 1, 2023 and December 31, 2024;
- b) Document and justify that each project participant is an eligible resident;
- c) Ensure that eligible resident has not applied or received assistance for the same expenses from other federal, state, or local programs;
- d) Fund the costs of administering the Project in an amount not to exceed ten percent (10%) of all funds distributed under this Agreement.

3.5 Repayment of Unused Funds. Any funds not expended as provided herein by 11:59 PM, December 31, 2024 shall be returned to the City of Coppell within 30 days.

3.6 The Grant made hereunder shall be paid from funds that have been appropriated or available by the City through the ARPA funds held and dispensed by the City. Under no circumstances shall the City's obligations hereunder be deemed to create any debt within the meaning of any constitutional or statutory provision nor should anything be constructed to create any obligation for payment of the Grant from any other funds or moneys of the City. Consequently, notwithstanding any other provision of this Agreement, the City shall have no obligation or liability to pay any portion of the Grant unless the City appropriates funds to make such payment during the budget year in which the Grant is payable; and, the Project has not been adopted by the City; and, both Parties agree that no goods or municipal services have been provided.

3.7 Additional affirmative covenants are required from Woven Health Clinic along with a quarterly written report which should include and reference the following:

- a. Quarterly expenditures
- b. Number of City of Coppell residents served
- c. Service types
- d. Number of total visits
- e. Outcome measures for services rendered
- f. Number of impacted or disproportionately impacted population served as defined by Max Income Level for Impacted Populations (Exhibit E)
- g. Capital expenditures if any
- h. The dates due for the quarterly reports are:
 - For 2023:
 - January – March Due April 21
 - April – June Due July 21
 - July – September Due October 23
 - October – December Due January 22, 2024
 - For 2024:
 - January – March Due April 23
 - April – June Due July 23
 - July – September Due October 24
 - October – December Due January 24, 2025

3.8 Additional covenants required as a condition precedent to the grant include the following:

- a. Must comply with the recordkeeping, reporting and other requirements of the ARPA.
- b. Must document income levels using Income Parameters for ARPA Grant Agreement (Exhibit D)
- c. Must register on SAM.gov and provide the unique entity identifier (UEI)
- d. Must provide proof of compliance with Title VI of the Civil Rights Act of 1964 (annually)
- e. Must maintain records of the expenditures and use of the Grant fund for five years after the last audit that contains ARPA funds.
- f. Must allow the city access to financial and performance reports when requested for auditing purposes and to ensure compliance with Federal Regulations.
- g. Must provide a copy of the most recent audit performed for the organization and annual audits through the term of the agreement.
- h. Must take timely and appropriate action on all deficiencies identified by audits, on-site reviews, and written confirmation from the subrecipient, highlighting the status of actions planned or taken to address Single Audit findings related to the particular subaward.
- i. Failure to comply with the terms of this section shall be deemed an act of default and result in recapture of the funds under Article V.

Article IV Termination

This Agreement shall terminate upon any one of the following:

- (a) by written agreement of the parties.
- (b) completion of the project or funds not expended on the termination date.
- (c) by either party in the event the other party breaches any of the terms or conditions of this Agreement and such breach is not cured within sixty (60) days after written notice thereof in accordance with this Agreement.
- (d) In the event Woven Health Clinic (i) fails to commence Project(s) within one (1) year of execution of this agreement, (ii) fails to complete the Project(s), or (iii) breaches any of the terms or conditions of this Agreement.

Article V Recapture of Grant Funds

This Agreement shall terminate upon any one of the following:

(a) In the event that the funds are not used for the projects identified herein, in whole or in part, such funds shall be paid back and recaptured by the city or in the event of default of this Agreement, and the non-cured default or termination occurs under this Agreement, Woven Health Clinic shall reimburse to the City all of the Grant funds not used for the projects identified herein.

Article VI Miscellaneous

6.1 Binding Agreement. The terms and conditions of this Agreement are binding upon the successors and permitted assigns of the Parties hereto.

6.2 Limitation on Liability. It is understood and agreed between the Parties that Woven Health Clinic and the City of Coppell, in satisfying the conditions of this Agreement, have each acted independently, and assume no responsibilities or liabilities to third parties in connection with these actions.

6.3 Authorization. Each Party represents that it has full capacity and authority to grant all rights and assume all obligations that are granted and assumed under this Agreement. The undersigned officers and/or agents of the Parties hereto are the properly authorized officials and have the necessary authority to execute this Agreement on behalf of the Parties hereto.

6.4 Notice. Any notice required or permitted to be delivered hereunder shall be deemed received three (3) days thereafter sent by United States Mail, postage prepaid, certified mail, return receipt requested, addressed to the Party at the address set forth below (or such other address as such party may subsequently designate in writing) or on the day actually received if sent by courier or otherwise hand delivered.

If intended for the City, to:

City of Coppell
C/O City Manager
255 Parkway Blvd.
Coppell, Texas 75019

With copy to:

Robert E. Hager
Nichols, Jackson, Dillard, Hager & Smith, L.L.P.
1800 Ross Tower
500 North Akard
Dallas, Texas 75201

If intended for Woven Health Clinic, to:

Woven Health Clinic
1 Medical Parkway, Suite 149
Farmers Branch, TX 75234
ATTN: Lisa Rigby

6.5 Entire Agreement. This Agreement is the entire Agreement between the parties with respect to the subject matter covered in this Agreement. There is no other collateral oral or written Agreement between the parties that in any manner relates to the subject matter of this Agreement. This Agreement supersedes any prior Agreements between the Parties on the same matter.

6.6 Governing Law. The Agreement shall be governed by the laws of the State of Texas, without giving effect to any conflicts of law rule or principle that might result in the application of the laws of another jurisdiction; and exclusive venue for any action concerning this Agreement shall be in the State District Court of Dallas or Dallas County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of said court.

6.7 Amendment. This Agreement may only be amended by the mutual written agreement of the parties. Woven Health Clinic's Executive Director and the City Manager of the City are authorized to execute any amendments to this Agreement or any instruments related hereto.

6.8 Legal Construction. In the event any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect other provisions, and it is the intention of the parties to this Agreement that in lieu of each provision that is found to be illegal, invalid, or unenforceable, a provision shall be added to this Agreement which is legal, valid and enforceable and is as similar in terms as possible to the provision found to be illegal, invalid or unenforceable.

6.9 Successors and Assigns. This Agreement may not be assigned without the prior written consent of the other party.

6.10 Recitals and Exhibits. The exhibits attached hereto and recitals to this Agreement are incorporated herein.

6.11 Counterparts. This Agreement may be executed in counterparts. Each of the counterparts shall be deemed an original instrument, but all of the counterparts shall constitute one and the same instrument.

6.12 Survival of Covenants. Any of the representations, warranties, covenants, and obligations of the Parties, as well as any rights and benefits of the Parties, pertaining to a period of time following the termination of this Agreement shall survive termination.

SIGNED AND AGREED this the _____ day of _____, 2022.

CITY OF COPPELL, TEXAS

By: _____
Mike Land, City Manager

ATTEST:

Ashley Owens, City Secretary

APPROVED AS TO FORM:

Robert E. Hager, City Attorney

SIGNED AND AGREED this the _____ day of _____, 2022

Woven Health Clinic

By: _____