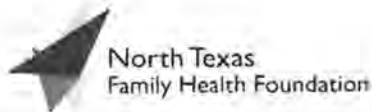


7777 Henneman Way  
McKinney, Texas 75070

NTXFHF.org

September 20, 2019



## **GRANT AGREEMENT**

**GRANTEE: THE NORTH TEXAS FAMILY HEALTH FOUNDATION  
DBA FAMILY HEALTH CENTER AT VIRGINIA PARKWAY**  
1600 Redbud Blvd., Suite 400  
McKinney, Texas 75069

**GRANTOR: COLLIN COUNTY**  
Collin County Administration Building  
2300 Bloomdale Road, Suite 4192  
McKinney, Texas 75071

THIS GRANT AGREEMENT ("Agreement") is between **THE NORTH TEXAS FAMILY HEALTH FOUNDATION DBA FAMILY HEALTH CENTER AT VIRGINIA PARKWAY**, a Texas community foundation ("Grantee"), and the **COLLIN COUNTY** ("Grantor") and executed to be effective as of October 7, 2019 (the "Effective Date"), with the following recitals, terms, and conditions.

**WHEREAS**, Grantee is a primary care medical, dental, and counseling clinic providing services to the residents of McKinney and Collin County and seeking to establish a permanent home at 1620 Virginia Parkway, McKinney, Texas ("Facility"); and

**WHEREAS**, Grantee has applied to the Grantor for grant funding to enable it to open and operate the Facility; and

**WHEREAS**, Grantor's Commissioners Court approved a grant to Grantee which would allow Grantee to open and operate the Facility; and

**WHEREAS,** all such grant funding and any related financial incentives in this Agreement are collectively referred to herein as the "Grant"; and

**WHEREAS,** Grantee understands and agrees that: (a) in granting, renewing, or extending the "Grant" (defined hereinafter), Grantor is relying upon Grantee's representations, warranties, and agreements, as set forth and provided for in this Agreement; (b) in renewing or extending of the Grant by Grantor such actions will be subject to Grantor's sole judgment and discretion; and (c) the Grant will be and will remain subject to the terms and conditions set forth in this Agreement.

## **SECTION 1. TERM.**

This Agreement will be effective as of the Effective Date and will continue thereafter until all obligations of Grantee and Grantor have been performed in full and the parties terminate this Agreement in writing, unless terminated sooner under the provisions hereof.

## **SECTION 2. DEFINITIONS.**

The following terms will have the following meanings when used in this Agreement. Terms not otherwise defined in this Agreement will have the meanings attributed to such terms in the Texas Uniform Commercial Code.

- a. **Agreement.** "Agreement" means this Grant Agreement, together with all exhibits and schedules attached to this Grant Agreement from time to time, if any.
- b. **County.** "County" means the County of Collin, Texas.
- c. **Facility.** "Facility" means Grantee's approximate 25,000 square foot medical clinic facility to be located at 1620 Virginia Parkway, McKinney, Texas.
- d. **Grant.** "Grant" means and includes, without limitation, all funding and financial accommodations from Grantor to Grantee under this Agreement in an aggregate amount of \$485,000.00, payable in accordance with this Agreement.
- e. **Grantee.** "Grantee" means The North Texas Family Health Foundation dba Family Health Center at Virginia Parkway, a Texas community foundation.
- f. **Grantor.** "GRANTOR" means the County of Collin County.

### **SECTION 3. SCOPE AND PURPOSE OF THE GRANT.**

In accordance with the terms and conditions of this Agreement, Grantor will provide a grant incentive to Grantee equal to a maximum amount of **FOUR HUNDRED EIGHTY FIVE THOUSAND AND 00/1000 DOLLARS (\$485,000.00)**, which will be payable in a single installment within thirty (30) days after Grantor confirms Grantee's receipt of a Certificate of Occupancy (CO) from the City of McKinney for the Facility.

### **SECTION 4. EFFECT OF AN EVENT OF DEFAULT.**

If any Event of Default will occur and upon thirty (30) days written notice and opportunity to cure Grantee has not cured such Event of Default within thirty (30) days of written notice, then all commitments of Grantor under this Agreement immediately will terminate (including any obligation to make the Grant payment), all without notice of any kind to Grantee, at the sole option of Grantor. Any Event of Default which may be cured by the payment of money will not extend beyond the 30-day period referenced herein. Any Grant previously paid to Grantee shall be immediately refunded and payable to Grantor.

### **SECTION 5. INDEMNIFICATION.**

**GRANTEE WILL INDEMNIFY, SAVE, AND HOLD HARMLESS GRANTOR, ITS DIRECTORS, OFFICERS, AGENTS, ATTORNEYS, AND EMPLOYEES (COLLECTIVELY, THE "INDEMNITEES") FROM AND AGAINST:**

- a. **ANY AND ALL CLAIMS, DEMANDS, ACTIONS, OR CAUSES OF ACTION THAT ARE ASSERTED AGAINST ANY INDEMNITEE IF THE CLAIM, DEMAND, ACTION, OR CAUSE OF ACTION RELATES TO TORTIOUS INTERFERENCE WITH CONTRACT, BUSINESS INTERFERENCE, OR WRONGFUL OR NEGLIGENT USE OF GRANTOR'S GRANT PAYMENTS BY GRANTEE OR ITS AGENTS AND EMPLOYEES;**
- b. **ANY ADMINISTRATIVE OR INVESTIGATIVE PROCEEDING BY ANY GOVERNMENTAL AUTHORITY RELATED TO A CLAIM, DEMAND, ACTION, OR CAUSE OF ACTION INVOLVING GRANTEE OR IN WHICH GRANTOR IS A DISINTERESTED PARTY;**
- c. **ANY CLAIM, DEMAND, ACTION, OR CAUSE OF ACTION WHICH CONTESTS OR CHALLENGES THE LEGAL AUTHORITY OF GRANTOR OR GRANTEE TO ENTER INTO THIS AGREEMENT; AND**

- d. ANY AND ALL LIABILITIES, LOSSES, COSTS, OR EXPENSES (INCLUDING REASONABLE ATTORNEY FEES AND DISBURSEMENTS) THAT ANY INDEMNITEE SUFFERS OR INCURS AS A RESULT OF ANY OF THE FOREGOING; PROVIDED, HOWEVER, THAT GRANTEE WILL HAVE NO OBLIGATION UNDER THIS SECTION TO GRANTOR WITH RESPECT TO ANY OF THE FOREGOING TO THE EXTENT THAT SUCH CLAIMS OR LIABILITIES ARISE OUT OF THE NEGLIGENCE OR WILLFUL MISCONDUCT OF GRANTOR OR THE BREACH BY GRANTOR OF THIS AGREEMENT.

IF ANY CLAIM, DEMAND, ACTION, OR CAUSE OF ACTION IS ASSERTED AGAINST ANY INDEMNITEE, SUCH INDEMNITEE WILL PROMPTLY NOTIFY GRANTEE, BUT THE FAILURE TO SO PROMPTLY NOTIFY GRANTEE WILL NOT AFFECT GRANTEE'S OBLIGATIONS UNDER THIS SECTION UNLESS SUCH FAILURE MATERIALLY PREJUDICES GRANTEE'S RIGHT TO PARTICIPATE IN THE CONTEST OF SUCH CLAIM, DEMAND, ACTION, OR CAUSE OF ACTION, AS HEREINAFTER PROVIDED. IF REQUESTED BY GRANTEE IN WRITING, AS SO LONG AS NO EVENT OF DEFAULT WILL HAVE OCCURRED AND BE CONTINUING, BEYOND APPLICABLE NOTICE AND CURE PERIODS, SUCH INDEMNITEE WILL IN GOOD FAITH CONTEST THE VALIDITY, APPLICABILITY AND AMOUNT OF SUCH CLAIM, DEMAND, ACTION, OR CAUSE OF ACTION AND WILL PERMIT GRANTEE TO PARTICIPATE IN SUCH CONTEST. ANY INDEMNITEE THAT PROPOSES TO SETTLE OR COMPROMISE ANY CLAIM, DEMAND, ACTION, CAUSE OF ACTION, OR PROCEEDING FOR WHICH GRANTEE MAY BE LIABLE FOR PAYMENT OF INDEMNITY HEREUNDER WILL GIVE GRANTEE WRITTEN NOTICE OF THE TERMS OF SUCH PROPOSED SETTLEMENT OR COMPROMISE REASONABLY IN ADVANCE OF SETTLING OR COMPROMISING SUCH CLAIM OR PROCEEDING AND WILL OBTAIN GRANTEE'S CONCURRENCE THERETO.

## **SECTION 6. GRANTEE'S REPRESENTATIONS.**

By execution of this Agreement, the signatories warrant and represent that they have the requisite authority to execute this Agreement and the Related Documents and that the representations made herein, and in the Related Documents, are true and accurate in all respects.

## **SECTION 7. MISCELLANEOUS PROVISIONS.**

- a. **Amendments.** This Agreement, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Agreement. No alteration of or amendment to this Agreement will be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.



- b. **Extraordinary Administrative Costs.** All extraordinary administrative costs incurred by Grantor during any preparation, revision, modification, or amendment of this Agreement and all extraordinary administrative costs incurred during the preparation or review of any proposed additional or Related Documents will be at Grantee's sole cost and expense.
- c. **Applicable Law and Venue.** This Agreement has been delivered to Grantor and accepted by Grantor in the State of Texas. Grantee agrees to submit to the jurisdiction of the courts of Collin County, Texas, and that venue is proper in Collin County, Texas. This Agreement will be governed by and construed in accordance with the laws of the State of Texas and applicable federal laws.
- d. **Notices.** All notices required to be given under this Agreement must be given in writing and will be effective when actually delivered or deposited in the United States mail, first class, postage prepaid, addressed to the party to whom the notice is to be given at the address shown above. Any party may change its address for notices under this Agreement by giving formal written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Grantee agrees to keep Grantor informed at all times of Grantee's current address.
- e. **Severability.** If a court of competent jurisdiction finds any provision of this Agreement to be invalid or unenforceable as to any person or circumstance, such finding will not render that provision invalid or unenforceable as to any other persons or circumstances. If feasible, any such offending provision will be deemed to be modified to be within the limits of enforceability or validity; provided, however, if the offending provision cannot be so modified, it will be stricken and all other provisions of this Agreement in all other respects will remain valid and enforceable.
- f. **Survival.** All warranties, representations, and covenants made by Grantee in this Agreement or in any certificate or other instrument delivered by Grantee to Grantor under this Agreement will be considered to have been relied upon by Grantor and will survive the making of this Agreement and delivery to Grantor of the Related Documents, regardless of any investigation made by Grantor or on Grantor's behalf.
- g. **Attorney Fees and Costs.** In the event of any action at law or in equity between the parties to enforce any of the provisions hereof and to the extent allowed by law any unsuccessful party to such litigation will pay to the successful party all costs and expenses, including reasonable attorney fees (including costs and expenses incurred in connection with all appeals) incurred by the successful party, and these costs, expenses, and attorney fees may be included in and as part of the judgment. A successful party will be any party who is entitled to recover its costs of suit, whether or not the suit proceeds to final judgment.

- h. **Time is of the Essence.** Except as expressly set forth herein, time is of the essence in the performance of this Agreement.
- i. **Counterparts.** This Agreement may be executed in counterparts, and such counterparts together will constitute but one original of the Agreement. Each counterpart will be equally admissible in evidence, and each original will fully bind each party who has executed it.
- j. **Waiver.** No failure or delay by a party to insist upon the strict performance of any term, condition, or covenant of this Agreement, or to exercise any right, power, or remedy hereunder will constitute a waiver of the same or any other term of this Agreement or preclude such party from enforcing or exercising the same or any such other term, conditions, covenant, right, power, or remedy at any later time.
- k. **No Interpretation Against Drafter.** Borrower and Lender have each participated in negotiating and drafting this Agreement and agree that the Agreement is to be construed as if drafted jointly. The parties agree that the Agreement will not be interpreted or construed against either party should a need for interpretation or resolution of any ambiguity arise.

I.

GRANTEE AND GRANTOR ACKNOWLEDGE HAVING READ ALL OF THE PROVISIONS OF THIS AGREEMENT, AND GRANTEE AND GRANTOR AGREE TO ITS TERMS.

THIS AGREEMENT WILL BE EFFECTIVE AS OF THE EFFECTIVE DATE.

**GRANTEE:**

**THE NORTH TEXAS FAMILY HEALTH  
FOUNDATION DBA FAMILY HEALTH  
CENTER AT VIRGINIA PARKWAY,**  
a Texas non-profit corporation

By: 

JAMES TIPPIT  
PRESIDENT

Date Signed: 9/20/19

**GRANTOR:**

**COUNTY OF COLLIN**

By: 

BILL BILYEU  
COUNTY ADMINISTRATOR

Date Signed: 10/10/19

By: 

CHRIS HILL  
JUDGE, COLLIN COUNTY

Date Signed: 9 OCTOBER 2019