

GRANT AGREEMENT
between the
COUNTY OF SUMMIT, OHIO
and
DEVELOPMENT FINANCE AUTHORITY OF SUMMIT COUNTY

THIS GRANT AGREEMENT is made as of the date of the last signature below by and between the County of Summit, Ohio (the “COUNTY”), an Ohio charter county, with its principal place of business located at 175 S. Main Street, Akron, Ohio 44308 and the Development Finance Authority of Summit County (the “GRANTEE”), an Ohio port authority, with its principal place of business located at 47 N. Main St., Suite 407, Akron, OH 44308.

WITNESSETH:

WHEREAS, as part of their collective response to the COVID-19 pandemic, the COUNTY, the City of Akron and the Western Reserve Community Fund, Inc. (“WRCF”) have developed the Minority Contractors Capital Access Program (the “Program”) to provide small minority-owned, women-owned, veteran-owned, LGBTQ-owned and disabled-owned businesses in the construction, engineering, design, architectural, landscaping, snow removal, environmental, and similar industries, with access to capital to finance projected-related bonding, material and labor costs; and

WHEREAS, it is anticipated that the Program will include a component offering bid, performance and payment bonds to minority-owned businesses participating in the Program; and

WHEREAS, the COUNTY desires to grant to GRANTEE a portion of the funds that the COUNTY has received through Section 5001 of the Coronavirus Aid, Relief and Economic Security Act (“CARES Act”) for the purpose of creating and maintaining a bond reserve to secure the aforementioned bonds issued under the Program; and

WHEREAS, it is anticipated that following execution of this Grant Agreement and the grant of the funds from the COUNTY to the GRANTEE, the GRANTEE and the WRCF will enter into an agreement whereby the funds will be used as a bond reserve to secure bonds issued under the Program; and

WHEREAS, through Resolution No. _____, the COUNTY's Council authorized a grant of funds that it received from the CARES Act to the GRANTEE in an amount not to exceed \$1,000,000.00, for the purpose of creating and maintaining a bond reserve to secure the aforementioned bonds issued under the Program; and

NOW THEREFORE, in consideration of the mutual covenants, promises, conditions and terms to be kept and performed, it is agreed between the parties as follows:

SECTION 1 PURPOSE.

The COUNTY agrees to pay to the GRANTEE an amount not to exceed **\$1,000,000.00** for the GRANTEE for the purpose of creating and maintaining a bond reserve to secure the bid, performance and payment bonds issued under the Program. Any funds not disbursed in accordance with the Program will be returned to the COUNTY as set forth herein.

The purpose for which funds may be used under this Grant Agreement, may be modified, with the written agreement of the Executive of the COUNTY, to use the funds for other purposes that support disadvantaged areas, persons and/or businesses impacted by the economic consequences of the COVID-19 pandemic in the event that the funds are not otherwise necessary for the purpose of securing a bond reserve for the Program.

SECTION 2 TERMINATION; RECOUPMENT.

Upon the breach of any term of this Grant Agreement by the GRANTEE or upon mismanagement of the grant funds or any misfeasance or malfeasance by the GRANTEE, which shall be determined in the COUNTY'S sole discretion, the COUNTY has the right to terminate the grant award, in whole or part; demand the immediate repayment of all grant money received by the GRANTEE from the COUNTY that has not been disbursed; temporarily withhold cash payments pending correction of deficiency by the GRANTEE; or take all other actions available under Ohio law.

Furthermore, in the event any State or Federal authority finds that the grant funds provided hereunder were not proper expenditures under section 5001 of the CARES Act and/or must be repaid by the COUNTY to the federal government, the GRANTEE shall repay the same to the

COUNTY within thirty (30) days of demand by the COUNTY. In such event, (i) the COUNTY shall provide replacement funding from a source of its choosing to restore any portion of the funds necessary to cover all potential calls from then-outstanding bonds secured by the funds granted hereunder, and (ii) the GRANTEE shall cease using any funds hereunder, including any funds provided to GRANTEE under (i), above, for security on new bonds issued under the Program. Once all then-outstanding bonds are released, the GRANTEE shall repay to the County any funds provided under the previous sentence.

SECTION 3 DISSOLUTION.

If for any reason, the GRANTEE is ever dissolved, the COUNTY has the absolute right to receive repayment by the GRANTEE of all grant monies disbursed to it by the COUNTY remaining in the GRANTEE'S possession or control, including, but not limited to, the grant monies disbursed under this Grant Agreement.

SECTION 4 NON-DISCRIMINATION.

The GRANTEE, its employees, agents, representatives, and any other party working on its behalf shall not discriminate in any manner in its performance under this Grant Agreement by reason of race, color, sex, age, religion, national origin, ancestry, veteran status, disability, sexual orientation, gender identity or any other characteristic to the extent protected by law, and shall comply with all federal, State of Ohio and COUNTY non-discrimination and intimidation laws, as amended, and any applicable related rules, regulations and executive orders, as amended.

SECTION 5 WORKERS' COMPENSATION.

The GRANTEE shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this contract.

SECTION 6 ACCOUNTABILITY FOR GRANT PROPERTY.

The GRANTEE must maintain effective internal control and accountability for all grant cash, real and personal property and other assets. All grant property must be only used for the purpose authorized in this Grant Agreement.

SECTION 7 PAYMENTS.

The COUNTY will pay GRANTEE an amount not to exceed **\$1,000,000.00** upon the execution of this Grant Agreement.

SECTION 8 REPORTS AND RECORDS.

The GRANTEE agrees to maintain and provide to the COUNTY upon demand the following reports and records:

- Accounting and fiscal records adequate to allow the COUNTY and/or State of Ohio to audit and verify that the funds provided under this Grant Agreement are used for the purpose(s) stated in this Grant Agreement.
- Other records and reports as required by the COUNTY to enable it to comply with local, state, and federal statutes and regulations.
- The GRANTEE shall maintain all records related to this Grant Agreement and the administration of the program for 3 years after the COUNTY makes final payment hereunder and all other pending matters are closed. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the 3-year period, the GRANTEE shall retain the records until completion of the action and all issues which arise from it or until the end of the 3-year period, whichever is later.
- Performance reports which include information regarding actual accomplishments realized with the grant funds other pertinent information. Such report shall be in the form required by the COUNTY.

The COUNTY shall have the right of access to any pertinent book, document, paper or other records of the GRANTEE which are pertinent to grant in order to make audits or examinations.

SECTION 9 COUNTY ORDINANCES.

The GRANTEE agrees to and shall abide by the terms and conditions of the Codified Ordinances of the County of Summit, Ohio, as amended, which are hereby incorporated in this Grant Agreement as if fully rewritten.

SECTION 10 FEDERAL, STATE AND LOCAL LAWS.

The GRANTEE agrees to abide by all Federal, State and local laws, statutes, resolutions,

ordinances, rules and/or regulations applicable to this Grant Agreement.

SECTION 11 HOLD HARMLESS

The GRANTEE hereby agrees to hold harmless, defend and indemnify the COUNTY from any and all claims, actions, suits, losses and judgments (including attorney's fees and court costs) whatsoever that arise out of the GRANTEE'S performance or nonperformance of the services or subject matter called for in this Grant Agreement and/or the construction of capital improvements. Nothing herein shall be construed to make the GRANTEE liable for the negligence of the COUNTY.

SECTION 12 INDEPENDENT CONTRACTOR.

Nothing contained in this Grant Agreement is intended to or shall be construed in any manner as creating or establishing the relationship of employer/employee between the parties. The GRANTEE shall at all times remain an 'independent contractor' with respect to its performance under this Grant Agreement.

SECTION 13 SUCCESSORS AND ASSIGNMENT.

The COUNTY and the GRANTEE each binds itself and its successors, executors, administrators, and assigns to the terms, conditions, and covenants of this Grant Agreement. Neither the COUNTY nor the GRANTEE shall assign or transfer its rights, interests, duties, or obligations under this Grant Agreement without the express written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be a party hereto.

SECTION 14 NOTICES.

Any notice required or permitted under this Grant Agreement shall be given in writing and shall be deemed to have been given when personally delivered to any officer of the party receiving notice or when posted in the United States mail by certified mail addressed to the last known address of the party being served.

SECTION 15 LAW OF OHIO.

This Grant Agreement shall be construed and enforced in accordance with the laws of the State

of Ohio, without giving effect to its conflict of laws principles. The parties agree that any legal action, suit, or proceeding that arises out of this Grant Agreement shall be brought solely and exclusively in the County of Summit Court of Common Pleas.

SECTION 16 ENTIRE AGREEMENT, MODIFICATION AND SEVERABILITY.

This written Grant Agreement represents the entire agreement between the parties and supersedes all previous agreements, written and oral, between the parties. This Grant Agreement shall not be modified except in writing signed by both parties. In the event any provision of this Grant Agreement is determined to be invalid by a court of competent jurisdiction, such determination shall not affect the validity of other provisions in the Grant Agreement which shall be severable.

SECTION 17 PUBLIC RECOGNITION AND COUNTY SUPPORT.

The GRANTEE shall recognize the COUNTY on all printed materials and promotional media related to this grant. When there are press releases, photographs, newsletters or any published materials about this grant, the COUNTY shall be included on any and all mailing distributions.

(End of text. Execution on the following page.)

The parties hereunto have caused this GRANT AGREEMENT to be executed in duplicate on the date of the last signature below.

**DEVELOPMENT FINANCE AUTHORITY
OF SUMMIT COUNTY
“GRANTEE”**

**COUNTY OF SUMMIT, OHIO
“COUNTY”**

By: Christopher Burnham
Title: President

By: Ilene Shapiro
Executive, County of Summit, Ohio

Date: _____

Date: _____

APPROVED AS TO FORM:

By: Deborah S. Matz
Director, Department of Law,
Insurance and Risk Management

Date: _____