

**CORONAVIRUS AID, RELIEF, AND ECONOMIC SECURITY ACT SECTION 5001
GRANT AGREEMENT
between the
COUNTY OF SUMMIT, OHIO
and the
GREATER AKRON CHAMBER OF COMMERCE**

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 Greater Akron Chamber of Commerce (the “GRANTEE”), an Ohio non-profit corporation, with its principal place of business located at 388 S. Main St., Suite 205, Akron, Ohio 44311.

WITNESSETH:

WHEREAS, the COUNTY and the GRANTEE, together with several community organizations, previously developed the Summit County COVID-19 Small Business Emergency Relief Grant Program (the “Program”) to provide grants to Summit County small businesses that have been negatively impacted by the COVID-19 pandemic; and

WHEREAS, the COUNTY previously provided the GRANTEE a grant of \$530,000.00, of which \$510,000.00 was used to provide grants to Summit County small businesses pursuant to the Program, and \$20,000.00 of which was used to pay GRANTEE’S costs in administering the same; and

WHEREAS, GRANTEE obtained an additional \$220,000.00 from the COUNTY in Community Development Block Grant Funds and an additional \$816,000.00 in other sources, an distributed a total amount, inclusive of the COUNTY’S prior grant funds, of \$1,546,000.00 in grants to Summit County small businesses; and

WHEREAS, through Resolution No. _____, the COUNTY’S Council has authorized a grant from funds received by the COUNTY through section 5001 of the federal Coronavirus Aid, Relief and Economic Security Act in an amount not to exceed \$5,400,000.00 of which \$5,000,000.00 will be used for additional grants to Summit County small businesses through the Summit County COVID-19 Small Business Emergency Relief Grant Program (the “Program”),

\$300,000.00 will be used to provide other assistance to Summit County small businesses necessary as a result of the COVID-19 pandemic, and \$100,000.00 will be used to administer the use and distribution of the grant funds. A copy of the Program guidelines, which have been modified by the County Executive, are attached hereto as Exhibit A (hereinafter the “Guidelines”).

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 **\$5,400,000.00** of which \$5,000,000.00 will be used for additional grants to Summit County small businesses through the Summit County COVID-19 Small Business Emergency Relief Grant Program (the “Program”), \$300,000.00 will be used to provide other assistance to Summit County small businesses necessary as a result of the COVID-19 pandemic, and \$100,000.00 will be used to administer the use and distribution of the grant funds. A copy of the Program guidelines, which have been modified by the County Executive, are attached hereto as Exhibit A (hereinafter the “Guidelines”). Any funds not disbursed by the GRANTEE, or used by GRANTEE to pay administrative costs, will be returned to the COUNTY as set forth herein.

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. Additionally, this Grant Agreement shall terminate as of December 30, 2020, and all grant funds that have not been disbursed by the GRANTEE to eligible small businesses by that date will be repaid by the GRANTEE to the COUNTY no later than December 31, 2020.

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 make available to GRANTEE, upon execution of this Grant Agreement, the sum of \$5,000,000.00 GRANTEE may draw upon the grant funds, up to the amount of \$5,000,000.00, upon written and/or electronic request to COUNTY, and COUNTY shall pay any requested draw within ten (10) business days of request from GRANTEE.

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 established during the grant period and other pertinent information. Such report shall be in the form required by the COUNTY.
- Final report of grant closeout.

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. Additionally, GRANTEE agrees that it will spend all grant funds received under this Grant Agreement in accordance with section 5001 of the federal Coronavirus Aid, Relief and Economic Security Act.

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.

**GREATER AKRON CHAMBER
OF COMMERCE
“GRANTEE”**

**COUNTY OF SUMMIT, OHIO
“COUNTY”**

By: Steve Millard
Title: President & CEO

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: _____

EXHIBIT A
COVID-19 SUMMIT COUNTY SMALL BUSINESS EMERGENCY RELIEF GRANT
PROGRAM GUIDELINES

See attached.