

RESOLUTION NO.: 2020-R40
SPONSOR: MAYOR NEUGEBAUER
INTRODUCED: APRIL 14, 2020 **ASSIGNED TO:** _____

A RESOLUTION IN SUPPORT OF ENTERING INTO AN AGREEMENT WITH THE GREATER AKRON CHAMBER OF COMMERCE TO IMPLEMENT THE SUMMIT COUNTY SMALL BUSINESS EMERGENCY RELIEF GRANT PROGRAM TO ASSIST BUSINESSES LOCATED IN THE CITY OF GREEN, MAKING AN APPROPRIATION, AND DECLARING AN EMERGENCY.

WHEREAS, Summit County has developed a COVID-19 Small Business Emergency Relief (“SBER”) Grant Program; and

WHEREAS, Summit County has engaged the Greater Akron Chamber of Commerce to manage the COVID-19 SBER Grant Program; and

WHEREAS, the City of Green desires to participate in the Grant Program developed by Summit County and administrated by Greater Akron Chamber of Commerce; and

WHEREAS, it is necessary to appropriate funds to participate in the program.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF GREEN, COUNTY OF SUMMIT, STATE OF OHIO, THAT:

SECTION ONE:

Green City Council supports participating in the Summit County COVID-19 Small Business Emergency Relief Grant Program to assist the businesses impacted by the COVID-19 pandemic located in the City of Green.

SECTION TWO:

Green City Council authorizes the Mayor to enter into the Grant Agreement between the City of Green and the Greater Akron Chamber of Commerce, a copy of which is attached hereto as Exhibit “A”.

SECTION THREE:

The Finance Director is authorized to appropriate the sum of Fifty Thousand Dollars (\$50,000.00) from the General Fund Account (Acct# 100-1300-52862) and make payment to the Greater Akron Chamber of Commerce.

SECTION FOUR:

The City of Green finds and determines that all formal actions of this Council concerning and relating to the adoption of this Resolution were taken in an open meeting of this Council and any deliberations of this Council and any of its committees that resulted in those formal action were in meetings open to the public, in compliance with all legal requirements.

SECTION FIVE:

Green City Council declares this to be an emergency immediately necessary for the preservation of the public peace, health, safety and welfare of the citizens of Green. Provided that this legislation

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receives the affirmative vote of three-fourths ($\frac{3}{4}$ ths) of the members elected or appointed to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise, it shall take effect and be in force at the earliest time allowed by law.

ADOPTED: April 14, 2020
Molly Kapeluck
Molly Kapeluck, Clerk of Council

Barbara Babbitt
Barbara Babbitt, Council President

APPROVED: April 15, 2020
Gerard M. Neugebauer
Gerard M. Neugebauer, Mayor

ENACTED EFFECTIVE: April 15, 2020

ON ROLL CALL: Babbitt -Aye DeVitis -Aye France -Aye Shaughnessy -Aye
Brandenburg -Aye Yeargin -Aye Young -Aye
Adopted 7-0

Suburbanite publication on April 24 and May 1, 2020
Molly Kapeluck
Molly Kapeluck, Clerk of Council

04/09/2020 Approved as to form and content by Lisa Carey Dean, Director of Law

Lisa Carey Dean

GRANT AGREEMENT
between the

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 "GRANTOR"), an Ohio _____, with its principal place of business located at _____ 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 GRANTEE is managing the Summit County COVID-19 Small Business Emergency Relief Grant Program (the "Program") pursuant to the guidelines set forth on Exhibit A, attached hereto and incorporated herein by reference (the "Guidelines"), to respond to the impact that the COVID-19 pandemic has had on small businesses in Summit County; and

WHEREAS, the GRANTOR has duly authorized a grant to the GRANTEE in an amount not to exceed \$ _____ in order for the GRANTEE to make grants 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 GRANTOR agrees to pay to the GRANTEE an amount not to exceed \$ _____ for the GRANTEE to make grants under the Program pursuant to the Guidelines. The GRANTEE agrees that all funds received pursuant to this GRANT AGREEMENT shall be distributed to eligible small businesses in accordance with the Guidelines, or returned to the GRANTOR due to lack of disbursement as set forth herein.

Additionally, the GRANTOR hereby provides the following specific direction for the use of its

funds:

Maximum amount of any single grant to a business: \$ _____ (not less than \$5,000)

Geographic area where businesses receiving grants must be located: _____

Amount of grant funds allocated to the SBA Loan-Approved Fund: \$ _____

Amount of grant funds allocated to the SBA Loan-Non-Approved Fund: \$ _____

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 GRANTOR'S sole discretion, the GRANTOR 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 GRANTOR 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 31, 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 GRANTOR no later than January 31, 2021.

SECTION 3 DISSOLUTION.

If for any reason, the GRANTEE is ever dissolved, the GRANTOR has the absolute right to receive repayment by the GRANTEE of all grant monies disbursed to it by the GRANTOR 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 local 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 GRANTOR will pay GRANTEE an amount not to exceed \$ _____ upon the execution of this Grant Agreement.

SECTION 8 REPORTS AND RECORDS.

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

- Accounting and fiscal records adequate to allow the GRANTOR 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 GRANTOR 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 GRANTOR 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 GRANTOR.
- Final report of grant closeout.

The GRANTOR 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 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 10 HOLD HARMLESS

The GRANTEE hereby agrees to hold harmless, defend and indemnify the GRANTOR 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 GRANTOR.

SECTION 11 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 12 SUCCESSORS AND ASSIGNMENT.

The GRANTOR 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 GRANTOR 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 13 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 14 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 GRANTOR of Summit Court of Common Pleas.

SECTION 15 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 16 PUBLIC RECOGNITION AND GRANTOR SUPPORT.

The GRANTEE shall recognize the GRANTOR 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 GRANTOR 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"**

"GRANTOR"

By: Steve Millard
Title: President & CEO

By: _____
Its: _____

Date: _____

Date: _____

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

See attached.