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Summit County COVID-19 Nonprofit Grant Relief Program
Grant Agreement

This Summit County COVID-19 Nonprofit Grant Relief Program Grant Agreement (“Agreement”) is made and entered into as of the date of the last signature, below, (“Effective Date”) by and between Akron Community Foundation, an Ohio nonprofit corporation located at 345 W. Cedar Street, Akron, OH 44307, and:

Nonprofit Name (“Grantee”):	
Nonprofit Address:	
Type of Nonprofit Organization:	
Grantee Contact Name:	
Grantee Contact Phone:	
Grantee Contact Email:	
Grant Amount: (“Grant”)	\$
Grantee Expenses to be Paid: (From Program Application)	
Contributing Jurisdiction / Source of Grant Funds:	

Background Information

The Summit County COVID-19 Nonprofit Relief Grant Program (the “Program”) is a grant fund that has been created by the County of Summit, in partnership with Akron Community Foundation (“ACF”) to assist nonprofits throughout Summit County with the financial hardship imposed by the COVID-19 pandemic.

Eligible recipients, including the Grantee, are able to receive grant funds from the Program in order to assist those businesses with operating expenses incurred or paid after March 1, 2020, when the State of Ohio began the process of closing certain businesses within the State, and at which point several nonprofits were being affected by both mandatory and voluntary closures, cancellations, and postponements of operations, activities, and events, both in and outside of Ohio.



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The Program is governed by a set of Program Guidelines (“Program Guidelines”), in compliance with Section 5001 of the Coronavirus Aid, Relief, and Economic Security Act (“CARES Act”), and is administered by Akron Community Foundation, who is responsible for accepting applications for grants from Summit County nonprofits (“Program Application”), management of the Program’s Grant Advisory Committee, which determines the nonprofits to receive grants, and distributing grants to nonprofits that have been awarded said grants.

The Grant Advisory Committee has awarded a Grant to the Grantee, based upon, and in reliance upon, the information provided by the Grantee in its Program Application, and, if applicable, other information provided by the Grantee to ACF.

This Agreement will provide for the payment of the Grant by ACF to the Grantee, and, in addition to the Program Guidelines, will further govern the use of the Grant by the Grantee.

NOW, THEREFORE, in consideration of the foregoing, and the mutual promises and covenants hereinafter set forth, the sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Funding Purpose. The Grant set forth above is to be used by Grantee for eligible expenses in accordance with the Program Guidelines, this Agreement and Grantee’s Program Application (the “Program Application”) submitted by Grantee to ACF. In the event of a conflict between the body of this Agreement and any of the Program Guidelines, the body of this Agreement shall govern. The Grantee acknowledges that ACF has relied upon the statements and representations made by the Grantee in the Program Application in awarding the Grant, and as more fully set forth in Section 19, below. Any knowingly false statements contained therein shall require Grantee to immediately return the Grant.
2. Total Allocation. The Grant represents the total allocation to Grantee from ACF. ACF reserves the right to reduce, recapture, and/or reallocate any portion, or all, of the Grant based on Grantee’s failure to abide by this Agreement.
3. Use of the Grant. The Grant must be used exclusively for eligible expenses as set forth in the Program Guidelines and below, including, but not limited to, the expenses set forth in the Program Application and the first page of this Agreement. All expenses paid using the Grant must either be incurred by the Grantee or paid by the Grantee during the period from March 1, 2020 to December 30, 2020. The Grant may not be used to pay for vehicles or equipment leased or purchased after March 1, 2020 (this prohibition is not intended to apply to inventory of the Grantee).

All expenses paid from the Grant shall be supported by documentation as set forth in Section 7, below.



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4. Payment to Grantee. Upon receipt of an executed copy of this Agreement from Grantee, ACF shall produce and mail to Grantee a check in the full amount of the Grant, which will be mailed to Grantee by regular U.S. Mail. ACF shall use its best and reasonable efforts to deliver the Grant as expeditiously as possible but will not be liable to the Grantee for the length of time to deliver the Grant to Grantee. In the event that Grantee has not received the Grant within fourteen (14) business days of receiving a fully-executed copy of this Agreement from ACF, Grantee shall notify ACF of the same and ACF shall use its best and reasonable efforts to identify the status of, and deliver the payment of the Grant.
5. Conditions. Grantee shall undertake all activities in accordance with the Program Guidelines, Program Application and this Agreement. The parties agree that this Agreement along with the Program Application are deemed to be the sole basis of payment of the Grant to Grantee.

Furthermore, as an express condition of receiving the Grant, Grantee represents and warrants that it has not permanently closed as a result of the COVID-19 pandemic, that it does not intend to close as a result of the COVID-19 pandemic, and that it intends to resume operations when, and to the extent, it can practically and lawfully do so.

The Grant being received by Grantee is being provided by the County of Summit to ACF as part of the County of Summit's response to the COVID-19 pandemic using funds it received under section 5001 of the federal Coronavirus Aid, Relief and Economic Security Act ("CARES Act"). As a condition to this Grant, the Grantee shall use the funds received only for the purposes set forth in the Program Guidelines, which are consistent with the purposes authorized under the CARES Act.

6. Term. This Agreement shall be binding upon both parties during the period commencing on the Effective Date until the later of the (a) Dec. 30, 2020 or, (b) this Agreement is earlier terminated pursuant to the terms and conditions of this Agreement (the "Term").
7. Reporting. No later than ninety (90) calendar days from the Effective Date, Grantee must submit electronically or hand delivered a Grant Expense Report to Akron Community Foundation substantially in the form attached hereto as Exhibit A, which is incorporated herein by reference ("Grant Expense Report") itemizing all expenses paid using the Grant. Additionally, Grantee shall attach to the Grant Expense Report supporting documentation evidencing that all expenses listed are eligible expenses and that the same has been paid. Such documentation shall include cancelled checks, paid invoices, bank statements, or similar documents evidencing payment.

In the event Grantee does not provide a Grant Expense Report by the date set forth in this section, ACF shall notify Grantee of such failure. Further failure to submit a Grant Expense Report within ten (10) business days after receiving written/email notice of such failure after such Grant Expense Report is due shall be a breach of this Agreement.



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In the event the Grant Expense Report provided by Grantee is incomplete, identifies ineligible expenses or fails to include documentation of all eligible expenses, ACF shall notify the Grantee of the same in writing/email. Grantee shall have thirty (30) calendar days after receipt of such notification to remedy any noticed deficiency, and failure to do the same shall be a breach of this Agreement.

8. Additional Information. Grantee shall provide ACF any additional reports or information relating to this Agreement and its use of Program Grant Funds as ACF may, from time to time, reasonably request to evidence Grantee's compliance with the terms of this Agreement.
9. Records, Access, and Maintenance. Grantee acknowledges that the regulations under which the County accepted its allocation of CARES Act funds includes a provision that records must be kept in order to respond to an audit by the U.S. Treasury Department Office of the Inspector General. Grantee shall establish and maintain, for at least five (5) year from the termination of this Agreement, such records as are reasonably required by ACF to confirm compliance with this Agreement, including, but not limited to, financial reports, contracts, invoices, leases, mortgage statements and other documentation of expenses, and all other relevant information related to the expense of the Grant. The parties further agree that records required by ACF with respect to any questioned costs, audit disallowances, litigation or dispute between ACF and Grantee shall be maintained for one (1) year beyond the resolution of said matter but for no less than five (5) years from the termination of this grant. In the event of early termination of this Agreement, or if for any other reason ACF shall require a review of the records related to this Agreement, Grantee shall, at its own cost and expense, segregate all such records related to the Grant, and this Agreement, from its other records of operation.
10. Audits and Inspections. At any time, during normal business hours, upon reasonable notice and as often as ACF may reasonably deem necessary, and in such a manner as not to unreasonably interfere with the normal business operations of Grantee, Grantee shall make available to the ACF and the County of Summit, for examination, all of its records with respect to matters expressly covered by this Agreement (provided that such records may be redacted by Grantee such that they only include information responsive to matters expressly covered by this Agreement, including, but not limited to, records of Grantee's personnel and conditions of employment and shall permit ACF, or its agents, to audit, examine and make excerpts, transcripts, or copies of, or from, such records, at the expense of the Grantee.
11. Default. Grantee shall be in default of this Agreement ("Event of Default") if, after the expiration of any notice requirement and right to cure set forth above:
 - a. Grantee fails to expend the Grant before Dec. 30, 2020,



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- b. Grantee fails to expend the Grant in accordance with the terms and conditions of this Agreement,
- c. Grantee elects, in its sole discretion, to terminate this Agreement upon written notice to ACF,
- d. Grantee fails to comply with the reporting requirements contained in Section 7 of this Agreement, or
- e. Grantee fails to perform any other obligation under this Agreement.

12. Remedies. Following an Event of Default by Grantee, ACF may exercise one, or more, of the following remedies:

- a. Demand Repayment of the Grant. ACF may demand repayment of the Grant. Grantee shall not be required to repay an amount that exceeds the Grant disbursed to Grantee.
- b. Other Legal Remedies. ACF may pursue any other legal or equitable remedies ACF may have under this Agreement or applicable law. Notwithstanding anything to the contrary in this Agreement, Grantee shall not be liable for: (a) any indirect, reliance, exemplary, incidental, speculative, punitive, special, consequential or similar damages that may arise in connection with this Agreement, or (b) any damages, liabilities, fees, costs, expenses, penalties, diminishments in value, losses or payments (including any lost or foregone tax revenues) that exceed, in the aggregate, the Grant disbursed to Grantee.
- c. Remedies Cumulative. The remedies provided to ACF under this Agreement and those provided by law or in equity, are the exclusive remedies in the case of an Event of Default. No delay or omission by ACF in exercising any right or power accruing upon any default shall impair any such right or power or be construed as a waiver, and each such right or power may be exercised, from time to time, as often as may be deemed by ACF to be expedient or appropriate.

13. Forbearance Not a Waiver. No act of forbearance or failure to insist on the prompt performance by Grantee of its obligations under this Agreement, either express or implied, shall be construed as a waiver by Akron Community Foundation of any of its rights hereunder.

14. Nondiscrimination. Grantee covenants that it shall not discriminate on the basis of race, color, sex, age, religion, national origin, ancestry, veteran status, disability, sexual orientation, gender identity or any other characteristic protected by law during the undertaking of the project or program for which the Grant is being disbursed to Grantee.

15. Conflict of Interest. The Grantee covenants that no member, officer, employee, designee or agent of Grantee presently has a financial interest and shall not acquire any financial interest,



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direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement and that no member, officer, employee, designee or agent have any interest in any contract that will be paid using the Grant, except where the same would be an eligible business expense as defined in the Program Guidelines (ie salary expenses paid or rent legitimately paid by the Grantee to an interested party). Furthermore, no member, officer, employee, designee or agent of the Grantee have a financial interest in ACF, nor are they a relative of any officer or employee of ACF with any direct or indirect involvement in the Program.

16. Indemnification. Grantee shall indemnify, protect, defend and hold harmless ACF and its employees, officers, members, designees and agents from and against any and all claims, actions, causes of actions, proceedings, damages, costs, liens, judgments, penalties, attorney's, expert and consultant's fees, expenses and/or liabilities arising out of, involving, or in dealing with, this Agreement and Grantee's use of the Grant, the conduct of Grantee's business, any act, omission or neglect of Grantee, its employees, officers, members, designees and agents. The foregoing shall include, but not be limited to, the defense or pursuit of any claim, action, cause of action or proceeding involved therein, and whether or not (in the case of claims made against ACF) litigated and/or reduced to judgment, and whether well founded or not. In case any action or proceeding be brought against ACF by reason of any of the foregoing matters. ACF may elect to select its own defense and of any of the foregoing matters and to seek payment and/or reimbursement for the same by Grantee, or Grantee shall, upon notice from ACF, defend the same at Grantee's expense by counsel reasonably satisfactory to Akron Community Foundation shall cooperate with Grantee in such defense. ACF need not have first paid any such claim to be so indemnified.
17. Adherence to State, Federal, and Local Laws and Regulations. Grantee agrees to comply in all material respects with all applicable federal, state and local laws in the performance of this Agreement.
18. Outstanding Liabilities. Grantee affirmatively covenants that it is not delinquent to the County of Summit for taxes on any real property, or any political subdivision within Summit County for taxes on income or employment.
19. Falsification of Information. Grantee affirmatively covenants that to the actual knowledge of the individual executing this Agreement on behalf of Grantee, it has made no false statements to ACF in the process of obtaining the Grant, including but not limited to the Grant Application. If the individual executing this Agreement on behalf of Grantee has knowingly made a false statement to ACF to obtain the Grant, Grantee shall be required to return all of the Grant that is actually received immediately, and shall be ineligible for any future assistance through the Program.



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20. Storage and Use of Information. ACF will take reasonable steps to secure all information, including social security numbers, employee identification numbers, W-9s and other tax information, provided by Grantee in the application process and to comply with provisions of this Grant Agreement. The collection of the information is for ACF's internal use, and ACF will not share such information with any entity other than the members of the Grant Advisory Committee, the County of Summit, ACF's annual auditors, any other local political subdivision, the State of Ohio or the federal government, for the purposes set forth in the Program Guidelines, any required reporting requirements between ACF and the County of Summit, and for any other lawful purposes, including, but not limited to, any necessary audits of the Program. In no event shall ACF be liable to Grantee for any breach of the security of the information provided by Grantee other than for reckless, willful and wanton disregard of the security of such information.

21. Miscellaneous.

- a. Governing Law. This Agreement shall be governed by the laws of the State of Ohio as to all matters, including, but not limited to, matters of validity, construction, effect and performance.
- b. Forum and Venue. All actions regarding this Agreement shall be formed and venued in a court of competent subject matter jurisdiction in Summit County, Ohio.
- c. Entire Agreement. This Agreement and its exhibits and any documents referred to herein constitute the complete understanding of the parties and merge and supersede any and all other discussions, agreements and understandings, either oral or written, between the parties with respect to the subject matter hereof.
- d. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be prohibited or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of this Agreement.
- e. Notices. All notices, consents, demands, requests and other communications which may be, or are, required to be given hereunder shall be in writing and shall be deemed duly given if personally delivered or sent by United States mail to the addresses set forth on the first page of this Agreement.
- f. Amendments or Modifications. Either party may, at any time during the Term, request amendments or modifications. Requests for amendment or modification of this Agreement shall be in writing and shall specify the requested changes and the justification of such changes. The parties shall review the request for modification in



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terms of the guidelines relating to the Grant Funds. Should the parties' consent to the modification of the Agreement, then an amendment shall be drawn, approved, and executed in the same manner as the original agreement.

- g. Pronouns. The use of any gender pronoun shall be deemed to include all the other genders, and the use of any singular noun or verb shall be deemed to include the plural, and vice versa, whenever the context so requires.
- h. Headings. Section headings contained in this Agreement are inserted for convenience only and shall not be deemed to be a part of this Agreement.
- i. Assignment. Neither this Agreement, nor any rights, duties, or obligations described herein, shall be assigned or subcontracted by Grantee without the prior express written consent of the Chamber.
- j. Counterpart. This Agreement may be executed and delivered in any number of counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. A digital, electronic, pdf, facsimile or other copy of a signature of a party hereto, including execution and delivery of the Agreement by electronic exchange, shall be deemed an original for purposes of this Agreement.

PREVIEW



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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

AKRON COMMUNITY FOUNDATION

By: _____
John T. Petures, Jr., President & CEO

Date: _____

GRANTEE:

By: _____

Name: _____

Title: _____

Date: _____

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Exhibit A

**Grant Expense Report
Summit County COVID-19 Nonprofit and Arts and Culture Emergency Relief Grant Program**

Grantee Name: _____

Grantee Address: _____

Representative Name: _____ Representative Phone: _____ Representative Email: _____

Date of Payment	Name of Payee	Invoice #	Purpose	Check #	Verification Attached?

The undersigned hereby certifies that all expenses set forth above were paid by the Grantee using Summit County Small Nonprofit Relief Grant Program funds and that the foregoing are all eligible business expenses. The undersigned further understands that, in the event funds were not properly spent, that they may need to be repaid to the Akron Community Foundation.



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Grantee Representative

Date

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