



**MY NEIGHBORHOOD OUR AKRON /CITY COUNCIL NEIGHBORHOOD GRANT PROGRAM**

**APPLICATION**

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Name of Organization

Date

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Address

Zip Code

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Contact Person

Phone Number

Ward Number

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Email Address

Make Check Payable To

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Amount Requested

Type of Project

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How will you match your donation? Hours of Volunteer Work (\$10.00 per hour), dollars or supplies for project. I.E. plants, supplies, etc.

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How will this impact your organization and how many people will it benefit?

**Grants ranging from \$250.00 to \$1,000.00 will be awarded. The match requirement is \$1 for \$1 and must be secured before beginning the project.**

**Applications must be submitted at least one month before the start of the project to your Council person.**

**For further information contact: Akron City Council @330-375-2256 or Dept. of Neighborhood Assistance @330-375-2324.**

**MY NEIGHBORHOOD OUR AKRON  
CITY COUNCIL NEIGHBORHOOD GRANT PROGRAM AGREEMENT**

This Grant Program Agreement is entered into as of \_\_\_\_\_, 2015 **between the City of Akron, Ohio**, a charter municipal corporation (the "City"), 166 South High Street, Akron, Ohio 44308, as authorized by Ordinance No. \_\_\_\_\_ - 2015 and **[Legal Name of Grantee]**, an [state of organization/type of organization] (the "Grantee") a \_\_\_\_\_, [address]

- A. The City Council of the City, acting through the Department of Neighborhood Assistance has established the My Neighborhood Our Akron City Council Grant Agreement Program (the "Program") to encourage new, creative neighborhood efforts and to strengthen neighborhood-based groups.
- B. The Program provides for matching grants to neighborhood based organizations that desire to improve their neighborhoods.
- C. The Grantee has been selected to receive a grant (the "Grant") under the Program.

In consideration of the mutual covenants, promises, conditions and terms to be kept and performed, the parties agree as follows:

Section 1. SCOPE OF SERVICES

The Grantee shall perform the project described in the attached and incorporated Exhibit A (the "Project") to contribute to the Program

Section 2. TERM OF THE AGREEMENT

The term of this Agreement shall commence on \_\_\_\_\_ and shall continue, unless terminated as set forth herein, through \_\_\_\_\_.

Section 3. GRANT

The City shall reimburse the Grantee an amount not to exceed \$\_\_\_\_\_ (the "Grant Amount"). Eligible reimbursements are described in the attached and incorporated Exhibit B (the "Budget"). Requests for reimbursement for items not contained in the Budget will not be processed until a letter requesting a change in the Budget and identifying new Budget items has been received and approved by the City in writing.

The Grantee shall submit to the City on a monthly basis a report of the services provided as part of the Project (the "Grantee Report") and the amount due the Grantee. Upon review and approval of the Grantee Report by the City, the City will endeavor to pay all money due within 14 days of such approval. The Grantee shall not be entitled to receive money under this Agreement until the City has approved the Grantee Report.

#### Section 4. MATCHING FUNDS

The Grantee must provide matching funds equal to the amount of the Grant Amount. The requirement to match funds may be satisfied by the donation of in-kind donations of materials or services. The Grantee's list in-kind donations along with the Grantees estimated market value of those donations are listed in the Budget. Donations of in-kind services shall be calculated at the rate of \$10 per hour.

#### Section 5. INDEMNIFICATION

The Grantee hereby agrees to indemnify, defend and hold, the City and its officials and employees, harmless from all liability claim or loss resulting from the Grantee's activities, actions, or inactions in performing the Project.

In any and all claims against the Grantee or City, the indemnification obligations under this Agreement shall not be limited in any way by any limitation on the amount or type of damage compensation or benefits payable under workers' compensation acts, disability benefits or other employee benefit acts. As between City and the Grantee, the Grantee waives its immunities under Ohio Revised Code Chapter 4123, Article 3 of the Ohio Constitution or any similar workers' compensation statutory immunity for purposes of conforming the indemnity obligations of the Grantee. As between the Grantee and the City, the Grantee further agrees that it will not assert a claim of and expressly waives any and all immunity pursuant to applicable Workers' Compensation laws, with regard to this indemnification.

#### Section 6. ASSIGNMENT

The City and Grantee each bind themselves and their successors, executors, administrators and assigns to the other party to this Agreement in respect to all covenants of this Agreement. Neither the City nor the Grantee shall assign, sublet, or transfer its interest in this Agreement without the written consent of the other. Nothing in this Agreement shall be construed as creating any personal liability on the part of any public official or employee of the City.

Section 7.     TERMINATION

This Agreement or any portion of the work performed hereunder may be terminated by either party at any time prior to completion of full performance by the Grantee by giving the other party 14 days' written notice. If notice is so given, the Grantee shall cease all work immediately, unless said notice states otherwise. Compensation due the Grantee, in the event of such termination, shall be based upon work actually performed in accordance with the Budget. The Grantee, to the fullest extent allowed under law, shall make no claim for additional compensation by reason of termination.

Section 8.     POLITICAL ACTIVITY

None of the funds, materials, property or services provided directly or indirectly under this Agreement shall be used for any partisan political activity, or to further the election of or defeat of any candidate for public office, or for publicity or propaganda purposes designed to support or defeat legislation pending before the United States Congress, the Ohio General Assembly, or Akron City Council.

Section 9.     CONFLICT OF INTEREST

No member, officer, or employee of the Grantee, or its designees or agents and no member of City Council nor any City official, or employee who exercises any functions or responsibilities with respect to the Program or the Project during that person's tenure or for one year thereafter, shall have any interest in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with this Agreement and the Program.

Section 10.    PERSONNEL

The Grantee agrees that no City employees shall be used by the Grantee in the work to be performed under this Agreement, whether said employees are compensated or not by the Grantee. The Grantee further understands that any use of City employees may result in the immediate termination of this Agreement.

Section 11.    EQUAL OPPORTUNITY

The Grantee shall abide by the applicable provisions of Section 34.03 of the Code of Ordinances of the City of Akron, Ohio as if fully rewritten herein.

Section 12. CLAIMS FOR DELAY

The Grantee agrees, to the fullest extent allowed under law, that no charge or claim for delays will be made by said Grantee for any delays or hindrances from any cause.

Section 13. COMPLIANCE WITH LAWS

The Grantee shall comply with all Federal, State and local laws and ordinances applicable to the Program and the Project, including, but not limited to, the Workers Compensation laws of the State of Ohio. The Grantee shall furnish to the City a certificate showing workers compensation coverage is in full force and effect prior to the commencement of Project.

Section 14. THIRD PARTIES

The Grantee shall incorporate the foregoing requirements in all contracts entered into in connection with the Program or the Project.

Section 15. INDEPENDENT CONTRACTOR

The Grantee is an independent contractor and not an agent or employee of the City and shall make no representations to the contrary. Nothing in this Agreement is intended to create a joint venture or anything other than an independent contractor relationship between the City and the Grantee. The City will not be liable for Worker's Compensation or Unemployment Compensation for the Grantee or any of its officers, employees, agents, contractors, or subcontractors. In addition, the Grantee will assume responsibility for such tax liabilities as will accrue resulting from compensation paid by the City. The Grantee, its officers, employees, agents, contractors, or subcontractors will not participate in the hospital, medical, or retirement plans available to employees of the City.

Section 16. PRESS COVERAGE

Any press coverage for the Program or the Project shall identify the City of Akron and the My Neighborhood Our Akron City Council Grant Agreement Program as funding sources for the Program and the Project.

Section 17. ENTIRE UNDERSTANDING

This Agreement constitutes the entire understanding of the parties with respect to the subject matter of the Agreement.

*Signature Pages Follow*

IN WITNESS WHEREOF, the City and the Grantee have signed this Agreement as of the date first written above.

**CITY OF AKRON, OHIO**

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John W. Valle  
Director of Neighborhood Assistance

**[Legal Name of Grantee]**

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Print Name and Title:

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Approved as to form and correctness:

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Patricia Ambrose Rubright  
Director of Law  
City of Akron, Ohio