

**CITY OF AKRON**

**GREATER AKRON SAFE PLEDGE PROGRAM**

**ACKNOWLEDGEMENT OF ELIGIBILITY AND ACCEPTANCE OF FUNDS**

<b>Beneficiary Contact</b>					
Beneficiary Entity:					
Address:					
City:	Akron	State:	Ohio	Zip:	
Contact Name:		Title:			
Phone Number:		E-Mail:			
Award Amount	\$2,500.00				

Sections 602(b) and 603(b) of the Social Security Act as added by section 9901 of the American Rescue Plan Act (“ARPA”), Pub. L. No. 117-2 (March 11, 2021) established the Coronavirus State and Local Fiscal Recovery Fund (“SLFRF”) to provide state, local, and tribal governments with the resources needed to respond to the pandemic and its economic effects and to build a stronger, more equitable economy during the recovery. Pursuant to this plan, the City of Akron has received federal funds that may be used to respond to the public health emergency or its negative economic impacts. The City of Akron has determined it is necessary to provide economic support and aid to businesses in certain industries impacted by business interruptions or other effects from the COVID-19 emergency and has established the Greater Akron Safe Pledge Program for this purpose, to be administered by Akron City Council Chamber (the “City”).

By providing signature on this Acknowledgement of Eligibility and Acceptance of Funds (this “Acknowledgement”), the undersigned represents and certifies to the City that: i) signer is a duly authorized representative, capable of legally binding the Beneficiary Entity identified above (“Beneficiary”); ii) Beneficiary is the same entity that applied for a City of Akron Greater Akron Safe Pledge Program as an Eligible Business (as defined in the Request for Applications); iii) a duly authorized principal and/or owner of the Beneficiary Entity has successfully completed Summit County Department of Public Health’s COVID-19 Safe Workplace training and completed the related workplace safety checklist; and iv) Beneficiary now accepts a grant to Beneficiary in the Award Amount (the “Grant”). Beneficiary agrees that the Grant cannot be for costs for which the business was previously compensated. By entering into this Acknowledgement, Beneficiary agrees any Grant amount it may receive will be determined by the City in its sole discretion based on available funds.

In consideration of the Grant, Beneficiary restates, represents and certifies each of its certifications in its application to the City as of the date of signature on this Acknowledgement. In the event the City later determines that the information Beneficiary provided in the application was inaccurate or that Beneficiary was ineligible for the Grant, Beneficiary agrees to repay the Grant to the City in full.

In providing this ARPA/SLFRF funded assistance, the City must comply with Section 603 of the Social Security Act and all federal regulations and federal mandates as adopted by the U.S. Department of Treasury and other applicable federal statutes, regulations, and executive orders. Therefore, as a condition to receiving a Grant from the City, Beneficiary understands that funds disbursed under this program may only be used in compliance with Section 603 of the Social Security Act and the regulations implementing that Section. Beneficiary therefore agrees as a condition to receiving the Grant to abide by the terms contained in this Beneficiary Agreement and to use any Grant received to address the impact of the COVID-19 public

health emergency on its operations and only the allowable costs directly related to mitigating the spread of COVID-19 including, but not limited to, investments to meet COVID-19 safety guidelines (*i.e.*, personal protective equipment, cleaning products and hand sanitizer, and floor decals); purchase or rental of outdoor furniture or other equipment for use to accommodate outdoor dining; and purchase of remote access equipment and improvements to connectivity aimed at promoting social distancing. Beneficiary agrees not to use the Grant for any purpose that contravenes the statutory purposes of ARPA including but not limited to undermining efforts to stop the spread of COVID-19.

Beneficiary agrees to comply with all Internal Revenue Service requirements relating to the tax status of funds provided to Beneficiary under the ARPA/SLFRF, as well as with all other federal and state laws and regulations, including but not limited to applicable federal environmental laws and regulations, federal and state civil rights and nondiscrimination requirements. Beneficiary further warrants that as of the date of execution of this Acknowledgment, Beneficiary Entity is current on all federal, state, and local tax obligations. Beneficiary agrees to retain and maintain the records and financial documents submitted as part of the application for a period of five (5) years after the application is submitted. The City shall, upon reasonable notice, have the right of access to Beneficiary's records and documents to conduct audits or other investigations, in order to verify: 1) any information Beneficiary provided during the application and 2) the business's eligibility for the Grant. Beneficiary understands and agrees that this Agreement and other records in the possession of the City are or may be public records under Section 149.43 of the Ohio Revised Code and, if so, the records are open to public inspection unless a legal exemption applies.

Beneficiary acknowledges that any person who knowingly makes a false statement to obtain an award of financial assistance may be required under Section 9.66(C) of the Ohio Revised Code to repay such financial assistance and shall be ineligible for any future economic development assistance from the City, State of Ohio, any state agency, or political subdivisions. Also, any person who provides a false statement to secure economic development assistance may be guilty of falsification, a misdemeanor of the first degree, pursuant to Section 2921.13(F)(1) of the Ohio Revised Code.

All other prior discussions, communications and representations concerning the subject matter of this Acknowledgement are superseded by the terms of this Acknowledgement, and except as specifically provided herein, this Acknowledgement constitutes the entire agreement between the City and Beneficiary.

By signing this Acknowledgement and accepting the Grant, Beneficiary agrees to indemnify and hold harmless the City, the U.S. Department of Treasury and their officials, employees, agents, and assigns from any and all liability, loss, claim, damage, cost and expense arising from or related to the Grant, including the failure of any certification of Beneficiary to be correct in all respects.

Business Name	
---------------	--

By	
----	--

Name	
------	--

Date	
------	--