

**PUTNAM COUNTY CARES ACT SMALL BUSINESS ASSISTANCE GRANT AGREEMENT**

This GRANT AGREEMENT is entered into by and between the Board of County Commissioners of Putnam County, Ohio (BOCC) and Insert Name ("GRANTEE"), with a mailing address of \_\_\_\_\_, \_\_\_\_\_, Ohio 458\_\_.

**WITNESSETH THAT:**

WHEREAS, in 2020, the United States began addressing problems and issues associated with the worldwide COVID-19 public health emergency ("Pandemic"); and

WHEREAS, in response to the economic fall-out caused by the Pandemic, the Federal Coronavirus Aid, Relief, and Economic Security Act ("CARES Act") was passed establishing a \$150 billion Coronavirus Relief Fund to provide payments to State, Local and Tribal governments navigating the negative and devastating impacts of the Pandemic; and

WHEREAS, the Board, has developed a Small Business Relief Program ("Program") to provide Putnam County small businesses with some monetary relief of the business interruption costs caused by the Pandemic in the form of grants of CARES Act funding; and

WHEREAS, the Board has engaged the Community Improvement Corporation and Putnam County Prosecutor to assist in the administration of the Program, which includes, the solicitation and review of applications, distribution of pass-through grant funds to approved businesses and, in partnership with Putnam County, follow up activities to ensure grantees comply with the requirements and obligations of the grant award; and

WHEREAS, GRANTEE applied ("Grant Application") for the reimbursement of certain costs of business interruption caused by required closures;

WHEREAS, in accordance with the terms and conditions of this Grant Agreement and Putnam County desires to distribute to GRANTEE a one-time payment in the amount of \_\_\_\_\_ ("Grant Funds") to reimburse GRANTEE for certain costs that it incurred in relation to the interruption of its business due to required closures occurring as a result of the Pandemic.

NOW THEREFORE, in consideration of the mutual covenants by and between the Parties hereto, the Parties agree as follows:

1. Putnam County hereby awards to GRANTEE, a grant in the amount of \$\_\_\_\_\_ for the purpose of reimbursing costs of business interruption caused by required closures arising from the Pandemic. The specific uses for the Grant Funds are detailed in the Putnam County website under the Putnam County Small Business Relief Program.
2. GRANTEE warrants and represents that by accepting the Grant Funds at the time it submitted its Grant Application Form that it met the eligibility requirements of the Program set forth. If at any time, it is determined that GRANTEE did not meet the eligibility

requirements at the time it submitted its Grant Application, all the Grant Funding shall be immediately repaid to Putnam County by GRANTEE.

3. GRANTEE understands and agrees that the Grant Funds provided to the GRANTEE shall be used for only the expenses identified in the Putnam County guidelines on the Putnam County website under the Putnam County Small Business Relief Program. All grant funding distributed as part of this program must be spent within 30 calendar days of receipt of grant funding. Any other use of Grant Funds shall be considered a non-allowable expenditure. If at any time, it is determined that Grant Funds were used to pay for any non-allowable expenditure, all or a part of the Grant Funding shall be immediately repaid to Putnam County by GRANTEE.
4. GRANTEE warrants and represents that all statements, records and information submitted to Putnam County in relation to this Grant are true and accurate. GRANTEE understands and agrees that if at any time it is determined that such statements, records and information were not true and accurate, all the Grant Funding shall be immediately repaid to Putnam County by GRANTEE.
5. The GRANTEE agrees to submit a Grant Close-Out Report (available from the Putnam County website under the Putnam County Small Business Relief Program) no later 45 calendar days from the receipt of grant funds. Close out report will include: a) summary of the impact the funds had on the business and its operations; and b) documentation of expenses reimbursed with Grant Funds. If it determined that the GRANTEE cannot properly substantiate all or a part of its Eligible Expenses, all or a part of the Grant Funding must immediately be repaid to Putnam County Commissioners by GRANTEE.
6. GRANTEE shall keep all records, financial or otherwise, relating to use of Grant Funds received pursuant to this Grant Agreement for at least five (5) calendar year following receipt of such funds. Putnam County shall at any reasonable time have the right of access to and right to review or audit any and all such records pertinent to the administration and operation of the Grant and that said records shall be maintained in a manner to facilitate such reviews and audits.
7. GRANTEE may, at any time after execution of this GRANT AGREEMENT, terminate the Grant, in whole or in part, upon written notification to Putnam County. In the event of such termination, any Grant Funds that have not been used to reimburse expenditures in a manner provided for herein shall be immediately repaid to Putnam County by GRANTEE.
8. GRANTEE shall comply with the requirements of all applicable laws and regulations governing the performance of its duties under this GRANT AGREEMENT.
9. This GRANT AGREEMENT shall be interpreted in its entirety in accordance with the laws of the State of Ohio.
10. This GRANT AGREEMENT, including all exhibits, is the complete and exclusive statement of the mutual understanding of the parties and supersedes and cancels all previous and

