ORDINANCE NO. 20-5329
ORDINANCE NO. 20-5329

AN EMERGENCY ORDINANCE OF THE CITY OF SARASOTA, FLORIDA, REQUIRING FACE COVERINGS AS MORE FULLY SPECIFIED HEREIN; ALLOWING FOR EXCEPTIONS TO THE FACE COVERING REQUIREMENT; PROVIDING A PENALTY FOR VIOLATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR READING BY TITLE ONLY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Novel Coronavirus Disease 2019 (COVID-19) is a severe acute respiratory illness that can spread among humans through respiratory transmission and may cause serious illness and, in some cases, death; and,

WHEREAS, on March 13, 2020 President Donald J. Trump issued a Proclamation Declaring a National Emergency concerning COVID-19; and,

WHEREAS, on March 9, 2020 Ron DeSantis, Governor of the State of Florida, issued Executive Order No. 20-52 in which the Governor declared a State of Emergency exists in the State of Florida and this declaration has been extended, most recently on February 26, 2021, when the Governor issued Executive Order No. 21-45 which further extended the declaration of a State of Emergency for an additional period of sixty (60) days, which declaration remains in effect through April 27, 2021; and,

WHEREAS, on March 17, 2020 the Governor issued several Executive Orders placing numerous restrictions on individuals and businesses in response to the state-wide threat of the spread of COVID-19; and,

WHEREAS, on March 13, 2020 the City of Sarasota declared a City-wide Public Health Emergency pursuant to Chapter 13 of the Sarasota City Code with said declaration being extended by the City Manager for additional periods of seven (7) days through the present date; and,

WHEREAS, mitigating the effects of COVID-19 and protecting the health of its citizens and visitors is a high priority of the City of Sarasota; and,

WHEREAS, the Reopen Florida Task Force, in its Report to the Governor, noted that all Floridians have a responsibility to continue practicing mitigation measures; and,

WHEREAS, on April 29, 2020, subsequent to his receipt of said Report, the Governor issued Executive Order 20-112 which is effective from May 4, 2020 until the Governor issues a subsequent order which terminates or modifies it; and,

WHEREAS, Executive Order 20-112 began Phase 1 of the safe, smart, step-by-step approach to reopen Florida while continuing the social distancing CDC guidance of
limiting gatherings to no more than 10 persons and distancing from other parties by six feet; and,

WHEREAS, on June 3, 2020 the Governor issued Executive Order 20-139 which also extended and further modified Executive Order 20-112 by commencing Phase 2 of the “Plan for Florida’s Recovery” as part of the safe, smart, step-by-step approach to reopen Florida; and,

WHEREAS, Executive Order 20-139 provides that all persons in Florida are encouraged to follow appropriate social distancing and safety protocols issued by the CDC and Occupational Safety and Health Administration (OSHA) and that senior citizens and individuals with a significant underlying medical condition are strongly encouraged to avoid crowds and that all persons in Florida are encouraged to avoid congregating in groups larger than 50 persons and that in store retail businesses should maintain appropriate social distancing and sanitation protocols; and,

WHEREAS, guidance released by the CDC on June 15, 2020, states (i) that the virus that causes COVID-19 is mostly spread by respiratory droplets released when people cough, sneeze, or talk and (ii) that a person can also get COVID-19 by touching a surface or object that has the virus on it and then touching their own nose, mouth, or possibly their eyes. This guidance goes on to state that “personal prevention practices (such as staying home when sick, social distancing, wearing a cloth face covering, and handwashing) and environmental prevention practices (such as cleaning and disinfection) are important ways to prevent the spread of COVID-19;” and,

WHEREAS, guidance released by the CDC dated June 15, 2020, indicates that the risk of contracting COVID-19 is increased by a variety of factors, including (i) interacting with more people; (ii) engaging with new people (e.g., those who don’t live with you); and (iii) being close to people who may be infected. According to this guidance “[i]t’s important that you and the people around you wear a cloth face covering when in public and particularly when it’s difficult to stay 6 feet away from others consistently;” and,

WHEREAS, the United States Centers for Disease Control and Prevention ("CDC") has expressly found that: "COVID-19 spreads mainly from person to person through respiratory droplets produced when an infected person coughs, sneezes, or talks. These droplets can land in the mouths or noses of people who are nearby or possibly be inhaled into the lungs. Studies and evidence on infection control report that these droplets usually travel around 6 feet (about two arms’ length)”; and,

WHEREAS, the CDC therefore specifically recommends that as businesses and communities reopen, and people resume their daily activities, people should wear face coverings to slow the spread of COVID-19, particularly "in public settings where other social distancing measures are difficult to maintain"; and,

WHEREAS, on June 20, 2020, the State of Florida’s Surgeon General, Scott A. Rivkees, M.D., issued a Public Health Advisory recommending the wearing of face
coverings in any setting where social distancing is not possible except under certain circumstances; and,

WHEREAS, Sections 876.12 through 876.15, Florida Statutes, make it unlawful to wear a mask, however, pursuant to Section 876.155, Florida Statutes, this prohibition against mask wearing only applies when there is also evidence of an intent to intimidate other people, deprive them of equal protection under the law, or engage in criminal conduct; and,

WHEREAS, on September 25, 2020 the Governor issued Executive Order 20-244 which superseded and eliminated the restrictions of Executive Orders 20-112 and 20-139; and,

WHEREAS, Executive Order 20-244 suspended the collection of fines and penalties associated with COVID-19 regulations enforced upon individuals; and,

WHEREAS, on November 24, 2020 the Governor issued Executive Order 20-297 which extended Executive Order 20-244 to remain in effect through the duration of a State of Emergency, unless otherwise modified or rescinded; and,

WHEREAS, on February 17, 2021, at the regular City Commission meeting, the Commission discussed Emergency Ordinance No. 20-5329 and it was noted that the Governor’s Executive Order 20-244 suspending the collection of fines and penalties rendered the City’s ordinance unenforceable; and,

WHEREAS, on February 17, 2021 a motion was made to extend Emergency Ordinance 20-5329, which failed 3-2, because it did not have the requisite four votes needed for passage of an Emergency Ordinance; and,

WHEREAS, on March 1, 2021, at the regular City Commission meeting, the Commission passed Resolution 21R-2984 by unanimous vote, finding that adherence to current CDC COVID-19 guidelines regarding face coverings and social distancing is necessary to combat the transmission and spread of the virus; and,

WHEREAS, on March 1, 2021, Commissioner Kyle Battie requested that Emergency Ordinance 20-5329 be placed on the next City Commission agenda and as he was previously on the prevailing side of the previous vote, it was placed on the agenda for the March 15, 2021 regular City Commission meeting; and,

WHEREAS, the City Commission resolves that it is in the best interests of the residents of the City of Sarasota and it is in the furtherance of the public health, safety, welfare to renew this ordinance as more fully specified herein on an emergency basis in accordance with Article IV, Section 3 of the City Charter and subject to the terms of the Governor’s Executive Order 20-244.
NOW THEREFORE BE IT ENACTED BY THE PEOPLE OF THE CITY OF SARASOTA, FLORIDA:

Section 1. Emergency Ordinance No. 20-5329, entitled “Face Covering Requirements”, originally passed by the City Commission on June 29, 2020, effective July 1, 2020, and amended and restated for an additional 60 days on July 20, 2020, August 19, 2020, October 19, 2020, December 7, 2020, and March 15, 2021 and shall provide as follows:

A. Definitions.

"Face Covering" shall mean a uniform piece of material that securely covers a person's nose and mouth and remains affixed in place without the use of one's hands, whether store-bought or homemade, concurrent with CDC guidelines, or a clear face shield that covers a person’s eyes, nose and mouth which wraps around the sides of the face and extends to below the chin.

"Physical Distancing" or "Social Distancing" shall be synonymous terms meaning keeping space between oneself and other people by staying at least 6 feet (about 2 arms' length) apart.

B. Face Covering Required.

1. Every person living, working, visiting or doing business in the City of Sarasota shall wear a face covering in any indoor location, other than home or residence, subject to the exceptions in Section C below. For the purposes of this paragraph, if a home or residence is located within a multi-family condominium or apartment complex, the “home or residence” exception does not extend to the common areas of the condominium or apartments, including but not limited to lobbies, elevators, mailrooms and meeting rooms.

2. Every person living, working, visiting or doing business in the City of Sarasota shall wear a face covering in any public outdoor location, except when solely with or among members of their household, and subject to the exceptions in Section C below.

3. Medical and surgical face masks, such as "N95" masks or other similar medical or surgical masks, are in short supply and should be reserved for health care personnel and other first responders with the greatest need for such personal protective equipment.
C. Exceptions.

Nothing herein shall require the wearing of face coverings by the following persons or in the following locations:

1. Persons observing physical or social distancing; and

2. Persons eating or drinking; and

3. Persons inside of motor vehicles, except that persons inside of vehicles-for-hire shall still be required to wear face covering; and

4. Schools or daycare facilities, which may apply their own public safety policies and procedures; and

5. County, State, or Federal governmental facilities, including but not limited to courthouses, fire stations, and administrative offices which may apply their own public safety policies and procedures; and

6. Persons inside in a hotel room, motel room, vacation rental, or similarly situated accommodation which is not accessible to the public. This exception does not extend to the common areas of the lodging establishment, including but not limited to lobbies, elevators, meeting rooms, restaurants, bars and event spaces.

7. If a person is under the age of 18, use of a face covering is left to the discretion of that person’s parent, guardian, or accompanying adult. Persons under the age of 2 are not required to wear a mask under any circumstances as CDC guidelines state that a face covering is not appropriate for this age group; and

8. Persons whose compliance would be detrimental to their health, safety, or welfare. If this exception is being asserted for health reasons, the person asserting this exception is not required to carry or produce documentation verifying the health condition or to specifically identify the health condition to the compliance officer or law enforcement officer; and

9. Persons working in a business or profession who do not have interactions with other persons; and

10. Persons working in a business or profession who maintain social distancing from another person; and
11. Persons working in a business or profession where use of a face covering would prevent them from performing the duties of the business or profession; and

12. Persons exercising, while maintaining social distancing; and

13. Public safety, fire and other life safety and health care personnel, as their personal protective equipment requirements will be governed by their respective agencies; and

14. Persons communicating with a hearing-impaired person who needs to see the person’s mouth in order to communicate.

D. Enforcement and Penalty for Violation.

This Ordinance is adopted pursuant to the home rule powers conferred by the Constitution of the State of Florida and by general law and shall have the full force and effect of law. A violation of this Ordinance shall be a noncriminal civil infraction which carries a penalty of up to Five Hundred Dollars ($500.00). If a person elects not to contest a citation, the civil penalty shall be Fifty Dollars ($50.00).

Section 2. The Code of the City of Sarasota, Chapter 2, Administration, Article V, Boards, Commissions and Committees, Division 5, Code Compliance System, Section 2-309, Jurisdiction, is hereby amended by the addition of new text as follows:

a) The magistrate shall have the jurisdiction and authority to hear and decide alleged violations of the following provisions of this code, as the same may be amended from time to time:

…

24) Face Covering Required, Ordinance No. 20-5329.

Section 3. It is hereby declared to be the intention of the City Commission that the sections, paragraphs, phrases, clauses and sentences of this Ordinance shall be deemed severable, and if any section, paragraph, phrase, clause or sentence of this Ordinance is declared unconstitutional or otherwise invalid by the judgment of a court of competent jurisdiction, then such unconstitutionality or invalidity shall not affect the
validity of this Ordinance as a whole, or any of the remaining sections, paragraphs, phrases, clauses or sentences, other than the part held or declared to be invalid.

**Section 4.** This Ordinance originally went into effect at 12:01 a.m. on Wednesday, July 1, 2020 and as per the City Charter was effective through August 29, 2020. On August 19, 2020, the City Commission extended the period this ordinance was in effect by an additional sixty (60) days to commence on August 30, 2020 and extend through October 28, 2020. On October 19, 2020, the City Commission extended the period this ordinance was in effect by an additional sixty (60) days to commence on October 29, 2020 and extend through December 27, 2020. On December 7, 2020, the City Commission extended the period this ordinance was in effect by an additional sixty (60) days to commence on December 28, 2020 and extend through February 25, 2021. On March 15, 2021, the City Commission amended the period this ordinance is in effect by an additional sixty (60) days to commence on March 16, 2021 and extend through May 14, 2021.

**Section 5.** As required by Article IV, Sec. 3 of the City Charter, this ordinance has been adopted by the affirmative vote of at least four (4) Commissioners and shall sunset or expire on May 14, 2021 unless otherwise extended or repealed prior to such expiration date.

PASSED on first reading by title only, in accordance with the emergency procedure set forth in Article IV, Section 3 of the City Charter, this 15th day of March, 2021.

CITY OF SARASOTA, FLORIDA
______________________________
Hagen Brody, Mayor

ATTEST:

______________________________
Shayla Griggs
City Auditor and Clerk

_____ Mayor Hagen Brody
_____ Vice Mayor Erik Arroyo
_____ Commissioner Jen Ahearn-Koch
_____ Commissioner Liz Alpert
_____ Commissioner Kyle Scott Battie
Small Business & Safety Assistance Grant Program
Interoffice Memorandum

To: Honorable Mayor and City Commission
Through: Marlon Brown, City Manager
From: Stevie Freeman-Montes, Interim Economic Development Manager
Date: March 15, 2021
Subject: Consideration for reactivating Small Business Safety Assistance Grant Program

Summary of SBSAG Program, originally administered May 19, 2020 – August 14, 2020:

<table>
<thead>
<tr>
<th>Funding Source</th>
<th>Initial Allocation</th>
<th>Amended Allocation</th>
<th>Grants Distributed</th>
<th>Grant Recipients</th>
<th>Unspent Allocation</th>
<th>Min. Add'l Grants</th>
</tr>
</thead>
<tbody>
<tr>
<td>CRA - Newtown</td>
<td>$724,000</td>
<td>$(132,000)</td>
<td>$(71,000)</td>
<td>15</td>
<td>$521,000</td>
<td>104</td>
</tr>
<tr>
<td>CRA - Downtown</td>
<td>$210,609</td>
<td>-</td>
<td>$(210,609)</td>
<td>47</td>
<td>-</td>
<td>0</td>
</tr>
<tr>
<td>ED Fund - Citywide</td>
<td>$1,350,000</td>
<td>$(25,000)</td>
<td>$(729,559)</td>
<td>160</td>
<td>$595,441</td>
<td>119</td>
</tr>
<tr>
<td></td>
<td>$2,284,609</td>
<td>$(157,000)</td>
<td>$(1,011,168)</td>
<td>222</td>
<td>$1,116,441</td>
<td>223</td>
</tr>
</tbody>
</table>

Initial fund allocations determined by the City Commission May 4, 2021
Newtown CRA allocation amended to direct $132,000 from SBSAG to Orange/MLK Land Purchase July 20, 2020
Citywide (ED Fund) allocation amended to direct $25,000 to "Murals"

Program Direction Requested:
In the above referenced program eligibility was defined by the following criteria:

1. Business must be in the City of Sarasota
2. Applicants must live in Sarasota or Manatee County.
3. Business must be a commercial for-profit business.
4. Business cannot be operated out of home.
5. Applicant must be operating with a valid Local Business Tax Receipt.
6. Applicant does not have City Code violations incurred pre-Covid (ex/ zoning violation prior to March 1, 2020)
7. Applicant cannot have unpaid municipal debt incurred pre-Covid (ex/ property taxes, utility bills, liens, etc. prior to March 1, 2020)
8. Applicant’s may not have received County, State, or Federal funding (in excess of $5,000)
9. Eligible businesses types could be Restaurants/Bars/Cafes, Retail, Personal Services (ex/salon/barber shops, cleaners, tailors, gyms, senior/childcare, etc.), or Property Services (ex/pest control, janitorial, handymen, mechanics, repair, etc.)

Applicants, once awarded a Grant, were not allowed to apply for a second round for the same business.

Staff requests direction as to the Commissioners’ preference regarding retaining the eligibility criteria above or amending it.

**Program Revisions Recommended:**
More than 600 Grant applications had to be evaluated and processed in order to distribute grants to 222 applicants. This was primarily due to a mandate for the application to be a single page, which impeded Staff from implementing automated processes that would restrict ineligible applicants from submitting a funding request. For example, more than 30 applicants had already received PPP/EID funding in excess of $50,000; more than 70 people submitted duplicate applications; almost 100 applicants didn’t have a business located in the City; and so on. These situations could be better detected through an automated process, prior to applying – however, it requires Staff to have time to design and be allowed to expand the application process beyond ‘a single page’. Additionally, with the previous program, staff was instructed to allow paper applications. The inclusion of paper applications required an additional two-three weeks of administration time and resulted in only one grant recipient who had submitted a paper application. Staff recommends applicants in this situation schedule a time to meet in person for staff to input the application digitally. The original grant team included 17 staff from 10 different departments. Although not as many employees may be needed for a second round of grants, the staffing resources needed to successfully execute the direction from Commission must be considered.
Small Business & Safety Assistance Grant Program (C-1)

<table>
<thead>
<tr>
<th>Business Information</th>
<th>Owner (Applicant) Information</th>
</tr>
</thead>
<tbody>
<tr>
<td>Business Name</td>
<td>Owner Name</td>
</tr>
<tr>
<td>Business Address</td>
<td>Home Address</td>
</tr>
<tr>
<td>City State, Zip</td>
<td>City State, Zip</td>
</tr>
<tr>
<td>Type of Business</td>
<td>Email Address</td>
</tr>
<tr>
<td>Date Business Opened</td>
<td>Phone Number</td>
</tr>
<tr>
<td>City of Sarasota Local Business Tax Receipt #</td>
<td>Grant Eligibility Amount (ADMIN ONLY)</td>
</tr>
</tbody>
</table>

Declaration of Business Owner (Applicant): I certify that the Business location identified above

- Is located within the municipal boundary of the City of Sarasota
- Is not located within a residential property
- Is not operating as a Non-Profit, Not-for-Profit, 501 C3, or 501 C6
- Does not have unpaid City of Sarasota taxes or utility payments unless related to the Covid-19 pandemic
- Does not have City code/regulation violations that have resulted in outstanding fines or liens
- Has an active City of Sarasota Local Business Tax Certificate renewed prior to March 01, 2020
- Is independently owned and operated by a resident of the greater Sarasota area
- Has recorded losses related to Covid-19 equal to the following % reduction of gross revenues
- Employed this # of Full Time Equivalent employees on or before March 1, 2020

Been awarded a Business Resiliency Loan from Sarasota County | HAS | HAS NOT
Received financial awards through the PPP or EIDL | HAS | HAS NOT
Total Amount Awarded from PPP and EIDL (if over $5000 not eligible) | (enter amount) |

Will expend any grant funds awarded on the following business expenses (check all that apply):

<table>
<thead>
<tr>
<th>PPE (Personal Protection Equipment)</th>
<th>Any accommodations for health and safety initiatives or mandates related to COVID-19, including facilitating social distancing restrictions</th>
<th>Operating Expenses: (Utilities, Cleaning, Maintenance, Inventory/Supplies)</th>
<th>Real and Personal Property Expenses: (Taxes, Mortgage, Lease, Equipment Rental, Other)</th>
<th>Administrative Expenses: (Payroll, Software, Other)</th>
</tr>
</thead>
</table>

Under penalties of perjury, I declare that I have read the foregoing document and that the facts stated in it are true.

I understand that should any answers be identified as false my application will be determined null and void. I accept that all documentation submitted for Program shall be considered Public Record.

Applicant Name ____________________________ Applicant Signature ____________________________ Date of Application ____________________________
An individual or entity (Form W-9 requester) who is required to file an taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

1. Form 1099-INT (interest earned or paid)
2. Form 1099-DA (dividends, including those from stocks or mutual funds)
3. Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
4. Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
5. Form 1099-S (proceeds from real estate transactions)
6. Form 1099-K (merchant card and third party network transactions)
7. Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
8. Form 1099-C (canceled debt)
9. Form 1099-A (acquisition or abandonment of secured property)

Note: If the account is in more than one name, see the instructions for line 1. Also see What Name and Number To Give the Requester for guidelines on whose number to enter.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form
An individual or entity (Form W-9 requester) who is required to file an identification number return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
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- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.
SMALL BUSINESS AND SAFETY ASSISTANCE GRANT AGREEMENT

THIS AGREEMENT, entered into on ____________________ (“Effective Date), by and between the City of Sarasota, herein after referred to as “CITY,” and ______________________________________________, herein referred to as “GRANTEE,” governs the disbursement and use of (______) in grant funds to be received by GRANTEE from the CITY’s Small Business and Safety Assistance Program, which is administered by the City Office of Economic Development.

WITNESSETH:

WHEREAS, on March 9, 2020 the Governor of the State of Florida issued Executive Order No. 20-52 in which the Governor declared a State of Emergency exists in the State of Florida due to the COVID-19 pandemic; and

WHEREAS, on March 13, 2020 the City of Sarasota declared a City-wide Public Health Emergency pursuant to Chapter 13 of the Sarasota City Code due to the COVID-19 pandemic; and

WHEREAS, the City of Sarasota City Commission has recognized the ongoing strain the COVID-19 pandemic has put on the local economy, and many small, local businesses have suffered greatly due to the effects of the COVID-19 pandemic and would benefit from grant funds to use for valid business purposes in an effort to retain employee and keep such business operational and profitable; and

WHEREAS, the City Commission at its May 4, 2020, regular meeting directed the City’s Office of Economic Development to utilize existing Economic Development and Tax Increment Finance (TIF) funds to develop a program to distribute emergency grants funds in an amount up to of Five-Thousand Dollars and 0/100 ($5,000.00) each (“Grant”) to qualifying businesses negatively affected by the COVID-19 pandemic; and

WHEREAS, GRANTEE has completed a Small Business and Safety Assistance Program Grant Application and has submitted the application to the CITY’s Office of Economic Development; and

WHEREAS, GRANTEE desires to utilize the grant funds awarded pursuant to this Agreement for small business-critical operating, capital, and health safety needs to assist its business in recovering from the effects of the COVID-19 pandemic, pursuant to the City guidelines and requirements for the Small Business and Safety Assistance Grant promulgated by the Office of Economic Development.

NOW THEREFORE, in consideration of the mutual covenants, promises and representations contained herein, the parties hereto agree as follows:

ARTICLE ONE: USE OF GRANT

GRANTEE agrees to use the Grant it will receive from the CITY’s Small Business and Safety Assistance Program pursuant to this Agreement and the program guidelines (which are incorporated herein by reference and made a part hereof) (“Program Guidelines”) for expenditures related to:

a. COVID-19 Personal Protection Equipment (“PPE”)

b. Expenses directly related to software, equipment, and physical improvements needed to accomplish any health, safety and social distancing initiatives or identified standards related to COVID-19.

c. Commercial Rent or mortgage payments
d. Payroll  
e. Utilities  
f. Retention of Equipment  
g. Sales, General, and Administrative expenses deemed critical for business operations such as inventory, supplies, and materials

GRANTEE agrees to make such allowed expenditures within ninety (90) days of receipt of the Grant.

**ARTICLE TWO: TERMS OF GRANT**

CITY agrees to provide GRANTEE with the total sum of up to Five Thousand Dollars ($5,000.00) in grant funds, i.e., the Grant, upon approval of GRANTEE’s application. The Grant shall not be repaid, as long as GRANTEE filed an accurate Application (see ARTICLE FOUR below), complies with this Agreement and all other Program Guidelines, and provides the CITY with receipts and the report referenced in ARTICLE THREE below. If the GRANTEE fails to comply with any of the aforementioned terms of the Grant, it shall be considered a breach of this Agreement; in such case GRANTEE shall be required to return all Grant funds, and the CITY may take all necessary legal measures to recover such Grant funds.

GRANTEE shall have ninety (90) days from receipt to expend the grant funds received from CITY.

**ARTICLE THREE: DOCUMENTATION OF USE OF GRANT**

Within ninety (90) days following the receipt of the Grant Funds, GRANTEE shall submit a report to the Office of Economic Development. The report shall include a brief summary of the use of the Grant and shall document all expenditures of Grant funds with written receipts.

Office of Economic Development  
1782 DR. MLK JR. Way  
Sarasota, FL 34234

Email: citysmallbusinessgrant@sarasotafl.gov

**ARTICLE FOUR: APPLICATION**

To receive the Grant from CITY, GRANTEE has submitted an Application to CITY pursuant to forms and Program Guidelines provided by CITY to determine eligibility for the Grant. The term “Application” as used herein shall refer to any document labelled “application” and accompanying documents, any declarations or assertions made by GRANTEE to CITY prior to receiving the Grant, all other documentation submitted by LESSEE to CITY prior to receiving the Grant and any and all other information proffered to CITY prior to receiving the Grant. CITY has relied on GRANTEE’S Application in determining eligibility for the Grant. The Application is incorporated into this Agreement and made a part hereof; any misrepresentations or falsehoods in the Application, discovered at any time by CITY, shall constitute a breach of this Agreement by GRANTEE; in such case GRANTEE shall be required to return all Grant funds, and the CITY may take and all necessary legal measures to recover such Grant funds.

**ARTICLE FIVE: MISCELLANEOUS**

**Term.** The term of this Agreement (“Term”) commences on the Effective Date and terminates one-hundred twenty (120) days thereafter, unless this Agreement is earlier terminated as provided for herein. The City may terminate this Agreement for any reason by giving ten (10) days’ written notice to the mailing address for the GRANTEE set forth in the Application.
**Breach.** In the event the CITY determines the GRANTEE has not fulfilled the obligations contained in this Agreement, other than the breach scenarios already listed, CITY may request reimbursement for any or all Grant funds given to GRANTEE. GRANTEE shall reimburse CITY the requested sum upon receipt of such request; if GRANTEE fails to return the Grant funds, the CITY may take and all necessary legal measures to recover such Grant funds.

**Indemnification/Hold Harmless.** GRANTEE shall indemnify, hold harmless and defend the City, its Commissioners, Officers, Employees, Volunteers and Agents from and against all claims, actions, damages, fees, fines, penalties, defense costs, suits, or liabilities which may arise out of any act or omission of Grantee, its Officers, Employees, Agents, Contractors, Suppliers or Volunteers during the course of this Agreement and the use of the Grant. GRANTEE acknowledges that it assumes sole responsibility and liability for performing all its obligations arising under this Agreement and any Grant-funded operations or activities described herein.

**Public Records.** All records held by the CITY in the course of its operations are generally bound by the “Public Records Law” (Chapter 119, Florida Statutes). Thus, the submitted Application, including any other information, correspondence or documentation provided to CITY, is subject to disclosure under Florida’s public records law, subject to limited applicable exemptions. By entering into this Agreement, GRANTEE acknowledges, understands, and agrees that all information in its Application and attachments will be disclosed, without any notice to GRANTEE, if a public records request is made for such information, and the City will not be liable to GRANTEE for such disclosure. Notwithstanding the foregoing, if any social security numbers are collected, maintained and reported by the CITY to be in compliance with IRS 1099 reporting requirements, such social security numbers are exempt from public records requests pursuant to Florida Statutes s.119.071.

**Other Laws.** GRANTEE shall comply at all times with all applicable federal, state, and local statutes, rules, regulations and ordinances, the federal and state constitutions, and the orders and decrees of lawful authorities (collectively, “Laws”), including but not limited to Florida public records Laws; any Laws regarding the retention of books, records, and information; and any Laws related to insurance coverage.

**Entire Agreement and Modification.** This Agreement constitutes the entire agreement between the Parties pertaining to the subject matters covered herein and there are no oral representations, arrangements or understandings between or among the Parties relating to the subject matters of this Agreement. No change to this Agreement will be valid unless made by a written amendment executed by the Parties.

**Governing Law.** The laws of the State of Florida shall govern the interpretation, validity, performance, and enforcement of this Agreement.

**Tax Liability.** The Grant from the CITY may be considered taxable grant income. The GRANTEE will have submitted a federal tax form W-9, page 1 in its Application; which is incorporated herein by reference. The CITY may issue a federal tax form 1099-G to recipients of funds in excess of $600, whether paid directly to the Grant recipient or to a third-party pursuant to authorization from the recipient. It is the GRANTEE’s responsibility to consult with its tax professional regarding any 1099-G issued by the CITY and any associated tax consequences.

**IN WITNESS WHEREOF,** the parties have executed this Agreement as of the date first written above.

________________________________ (GRANTEE)  
CITY OF SARASOTA

By: _____________________________  
Signature

Printed Name and Title

By: _____________________________  
Signature

Printed Name and Title

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