

RESOLUTION NO.2020- 155

**A RESOLUTION BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY, FLORIDA, AUTHORIZING THE COUNTY ADMINISTRATOR OR DESIGNEE TO ACCEPT THE TERMS, CONDITIONS, AND REQUIREMENTS OF THE ST. JOHNS COUNTY INDUSTRIAL DEVELOPMENT AUTHORITY GRANT PAYMENT; AUTHORIZING THE COUNTY ADMINISTRATOR, OR DESIGNEE, TO ATTEST CONFIRMATION OF THE GRANT PAYMENT ON BEHALF OF ST. JOHNS COUNTY; CERTIFYING THE GRANT FUNDS WILL BE USED TO SUPPORT A LOCAL SMALL BUSINESS EMERGENCY ASSISTANCE GRANT PROGRAM TO ASSIST WITH RECOVERY FROM THE COVID-19 PANDEMIC; RECOGNIZING AND APPROPRIATING THE GRANT PAYMENT WITHIN A NEW SPECIAL REVENUE FUND IN THE FISCAL YEAR 2020 BUDGET; APPROVING THE PROPOSED LOCAL SMALL BUSINESS EMERGENCY ASSISTANCE GRANT PROGRAM FORMAT; AND APPROVING A GRANT AGREEMENT TEMPLATE FOR THE LOCAL SMALL BUSINESS EMERGENCY ASSISTANCE GRANT.**

**WHEREAS**, the St. Johns County Industrial Development Authority has announced that St. Johns County has been allocated a grant payment under the jurisdiction of the Industrial Development Authority; and

**WHEREAS**, the amount of grant funding allocated to St. Johns County is an amount up to \$250,000; and

**WHEREAS**, the St. Johns County Industrial Development Authority, provides that funds must be used solely to support a local small business emergency assistance grant program to assist with recovery from the COVID-19 pandemic; and

**WHEREAS**, the County did not anticipate receiving a payment through this grant program during the Fiscal Year 2020 budget process; and

**WHEREAS**, the County must recognize and appropriate the grant payment of up to \$250,000 from the St. Johns County Industrial Development Authority within the Fiscal Year 2020 budget; and

**WHEREAS**, the County will create a new special revenue fund within the Fiscal Year 2020 budget to account for this grant program; and

**WHEREAS**, the local small business emergency assistance grant program, attached hereto, provides a process for awarding the local small business emergency assistance funds; and

**WHEREAS**, recognition and appropriation of the funds and adoption of the local small business emergency assistance grant program serves a public purpose.

**NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF ST. JOHNS COUNTY:**

1. The above recitals are hereby adopted as legislative findings of fact and incorporated herein.
2. The Board of County Commissioners accepts the grant payment from the St. Johns County Industrial Development Authority in an amount up to \$250,000; approves the terms, conditions, and requirements of the of the grant payment; and authorizes the County Administrator, or designee, to certify the terms and conditions on behalf of St. Johns County.
3. The Board of County Commissioners recognizes and appropriates a grant payment of up to \$250,000 from the St. Johns County Industrial Development Authority to a new special revenue fund within the Fiscal Year 2020 Budget.
4. The Board of County Commissioners certifies that the grant payment will only be used to support a local small business assistance financing program to assist with recovery from the COVID-19 pandemic.
5. The Board of County Commissioners hereby adopts the attached St. Johns County Small Business Emergency Assistance Grant Program and authorizes the County Administrator, or his designee, to take the necessary steps to implement the program.
6. The Board of County Commissioners hereby approves the terms, conditions, provisions, and requirements of the attached grant agreement template and authorizes the County Administrator, or his designee, to execute the agreement substantially in the same form as attached with grantees who are awarded funds under the grant program.
7. To the extent, there are typographical and/or administrative errors and/or omissions that do not change the tone, tenor, or concept of this resolution, this resolution may be revised without subsequent approval by the Board of County Commissioners.

**PASSED AND ADOPTED** by the Board of County Commissioners of St. Johns County, Florida, this 5th day of May 2020.

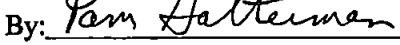
Attest:

BOARD OF COUNTY  
COMMISSIONERS OF ST. JOHNS  
COUNTY, FLORIDA

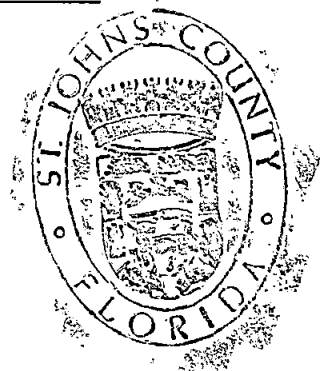
By:

  
\_\_\_\_\_  
Jeb S. Smith, Chair

ATTEST: Brandon Patty, Clerk

By:   
\_\_\_\_\_  
Deputy Clerk

RENDITION DATE 5/7/20





## St. Johns County Board of County Commissioners

Industrial Development Authority

April 28, 2020

Commissioner Jeb Smith, Chair  
St. Johns County Board of County Commissioners  
500 San Sebastian View  
St. Augustine, FL 32084

Dear Commissioner Smith:

On behalf of the St. Johns County Industrial Development Authority (IDA), I am writing to share with you a decision that was made at our IDA special meeting held April 27, for the benefit of St. Johns County and local small businesses.

At yesterday's special meeting, the IDA unanimously voted to provide a grant of up to \$250,000 to St. Johns County to support a local small business assistance financing program that will assist with economic recovery from the COVID-19 pandemic. This amount represents 92% of the IDA's current assets available.

It is our understanding that St. Johns County intends to administer the program and disperse grant funds provided by the IDA to businesses in a manner the County sees fit. Collectively, the IDA is wholly supportive of the proposed program framework to be administered by the County.

As the BCC liaison to the IDA, you are aware that the IDA is a dependent special district allowed for by Florida Statute to stimulate industrial development through the use of public bond financing. In addition, the IDA has sponsored various activities that promote economic development in the county.

The IDA believes that this grant to St. Johns County is of vital importance to support the retention of local jobs and businesses. I want to extend my appreciation to County staff members Joy Andrews, Melissa Glasgow, Jennifer Zuberer, and Rebecca Lavie for their efforts to help the IDA convene in a timely manner to approve this grant to support County economic recovery efforts.

Sincerely,

A handwritten signature in black ink, appearing to read "Viv Helwig".

Mr. Viv Helwig  
Chair, St. Johns County IDA

**ST. JOHNS COUNTY  
SMALL BUSINESS EMERGENCY ASSISTANCE GRANT AGREEMENT**

**THIS AGREEMENT** is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ between St. Johns County (the County), a political subdivision of the state of Florida, and \_\_\_\_\_ (Grantee), a \_\_\_\_\_.

**RECITALS**

**WHEREAS**, on March 17, 2020, the St. Johns County Board of County Commissioners (the Board) issued St. Johns County Emergency Proclamation 2020-1, declaring a state of local emergency due to the threat of the Coronavirus Disease 2019 (COVID-19) to spread among humans, which may pose a threat to public health and safety and cause a threat to the entire State of Florida, including St. Johns County; and

**WHEREAS**, the state of local emergency has been subsequently extended for additional seven-day periods, pursuant to Section 252.38(3)(a)(5), Florida Statutes, and St. Johns County Ordinance 2019-40; and

**WHEREAS**, the County established the St. Johns County Small Business Emergency Assistance Grant Program (the Grant Program) to provide emergency assistance to small businesses that experience disruption and/or loss due to COVID-19; and

**WHEREAS**, the Grantee has submitted an application for funding under the Program (the Application) and represents that Grantee is eligible to receive funding under the Grant Program (the Grant Funds); and

**WHEREAS**, Grantor has reviewed and approved the Application and has agreed to award Grant Funds to the Grantee, pursuant to the terms and conditions set forth herein; and

**WHEREAS**, Grantee has and continues to make affirmative efforts to recover from the crisis and retain and/or re-hire employees especially residents of St. Johns County;

**NOW THEREFORE**, in consideration of the provisions set forth below, the sufficiency of which is mutually acknowledged, the County and the Grantee agree as follows:

- 1. Incorporation of Recitals.** The above recitals are incorporated into the body of this Agreement and are adopted as findings of fact.
- 2. Grantee Representations.** By executing this Agreement, Grantee represents that as of the effective date of this Agreement, the following is true:
  - A.** Grantee's place of business is located within St. Johns County.
  - B.** Grantee's business was in operation as of March 1, 2019.
  - C.** Grantee employs between 5 and 20 employees. For the purposes of this Agreement, the term "employee" includes full-time, part-time, and 1099 employees.

- D. Grantee has applied for or attempted to apply for other federal or state disaster loan funding, such as Paycheck Protection Program, Economic Injury Disaster Loan, or a Small Business Administration Loan but has not yet received such funding.
- E. Neither Grantee nor its owners and/or officers have any active judgements, liens, bankruptcies, arbitration settlements requiring withholding of funds, are convicted felons, or are in violation of any court order requiring withholding of funds for child support, court costs or criminal victim reimbursement programs.
- F. All federal, state, and local licenses, permits, and other approvals necessary for the operation of the Grantee's business are in full force and effect and will continue to be so for the term of this Agreement.
- G. The Grantee has filed all tax returns and reports required by any government agency (including, but not limited to, real property tax, income tax, sales tax, or tourist development tax) and has paid or provided for payment of all taxes and assessments currently due and has no knowledge of any current claims for taxes which might become a lien on the Grantee's assets.

**3. Duration of Agreement.** This Agreement shall commence upon execution by both parties and shall terminate on June 30, 2020. Any request for an extension of time beyond the termination date must be submitted to the County in writing no later than 30 days prior to the termination of this Agreement. The request shall state the reason that the extension is being requested and the length of time of the requested extension. The County shall have complete discretion with respect to whether to approve or deny a timely-submitted request.

**4. Funding.** The County agrees to provide funding to the Grantee for allowable costs in connection with the Grantee's performance of the services as provided in Section 5 below. The maximum amount of funding that the Grantee is eligible to receive under this Agreement is five thousand dollars (\$5,000). Payment shall be made on a lump sum basis. It is expressly acknowledged that the funding amount does not constitute the full cost of the services. It is the Grantee's sole responsibility to obtain the necessary funds to complete the services.

It is strictly understood that Grantee is not entitled to the above-referenced amount of compensation. Rather, Grantee's compensation is based on the Grantee adhering to the scope of services set forth in Section 5 below. Grantee's compensation is dependent upon satisfactory completion and delivery of all work product and deliverables noted in the scope of services and detailed in this Agreement.

- 5. Use of Grant Funds.** Grant Funds received under this Agreement may be used for the following purposes:
- A. Payment of rent or mortgage for the physical premises of Grantee's place of business;
  - B. Payment of utilities for the physical premises of Grantee's place of business; or
  - C. Payment to Grantee's employees for payroll-related expenses.

If Grantee uses Grant Funds for any purpose not identified in this section, Grantee shall be required to reimburse the County for the amount of costs incurred for any item deemed an ineligible expense. All grant funds shall be

expended by June 30, 2020, except as provided in Section 3 above. Grantee shall be required to return any Grant Funds not spent by June 30, 2020, or during any extension period, to the County.

**6. Reports.** Grantee shall submit a report to the County within 30 days of termination of this Agreement detailing the manner in which Grant Funds were used.

**7. Retention, Auditing, and Review of Records.** Grantee shall retain all supporting documentation, statistical records, and any other records necessary to document its expenditures during the term of this Agreement for 5 years from the termination or expiration of this Agreement. If any litigation, claim, negotiation, audit, or other action involving the records is initiated prior to the expiration of the 5-year period, the records shall be retained for one year after the final resolution of the action.

Grantee authorizes the County to review, inspect, and/or audit its books and records in order to determine whether compliance has been achieved with respect to the provisions of this Agreement. It is specifically noted that Grantee is under no duty to provide access to documentation not related to this Agreement or that is otherwise protected by local, state, or federal law.

Any audit required under this section shall be submitted to the County no later than 180 days following the end of Grantee's fiscal year along with any corrective action plan if applicable. Failure by the Grantee to submit the audit within the required time shall result in the withholding of requested payments. In addition, the County may, at its option terminate this Agreement.

**8. Disallowance of Funds.** If, as a result of review, inspection, or audit, Grantee cannot provide documentation of expenses or it is determined that previously provided expenses were unallowable, such funds shall be disallowed. Grantee shall refund all disallowed funds to the County, and no further payments shall be made under this Agreement until all disallowed funds are refunded to the County. Disallowed funds shall be refunded to the County within 30 days of Grantee's receipt of written notice from the County regarding the overpayment. If Grantee does not timely refund the disallowed funds, the County may charge interest in the amount of 1 percent per month compounded on the outstanding balance beginning 40 days after the date of notice.

**9. No Commitment of County Funds.** This Agreement is neither a general obligation of the County nor is it backed by the full faith and credit of the County. Although the County will make all reasonable efforts to provide grant funds, the County makes no express commitment to provide such funds in any given County fiscal year. Pursuant to the requirements of Section 129.07, Florida Statutes, payment of each grant payment is subject to specific annual appropriations by the St. Johns County Board of County Commissioners sufficient to pay the grant payments during that County fiscal year. It is expressly acknowledged that Grantee cannot demand that the County appropriate or provide any such funds in any given County fiscal year.

It is expressly acknowledged that if grant funds are not available in one or more County fiscal years, Grantee is not entitled to receive additional payments in a succeeding County fiscal year in order to make up for the shortfall or unavailability of grant funds unless such payments are specifically authorized by resolution of the Board of County Commissioners.

**10. Notices.** All official notices to the County shall be delivered either by hand (receipt of delivery required) or by certified mail to:

With copy to: St. Johns County  
Office of the County Attorney  
500 San Sebastian View  
St. Augustine, FL 32084

All official notices to Grantee shall be delivered either by hand (receipt of delivery required) or by certified mail to:

An official notice is any notice, request, or other communication required pursuant to sections 2, 6, 8, 9, 23, and 24 of this Agreement. All other correspondence not classified as official notices may be delivered by any means acceptable to both parties, including faxing or emailing. It is expressly acknowledged by both parties that text messaging is not an acceptable means of correspondence under this Agreement.

**11. Relationship of the County and Grantee.** This Agreement shall not be deemed to create any agency relationship, partnership, association, or joint venture between the County and the Grantee.

**12. Use of County Logo.** Pursuant to St. Johns County Ordinance 1992-2 and St. Johns County Administrative Policy 101.3, Grantee may not manufacture, display, or otherwise use the St. Johns County Seal/Logo or any facsimile or reproduction thereof without the express written approval of the Board of County Commissioners.

**13. Authority to Practice.** Grantee warrants that it has, and will continue to maintain all licenses and approvals required to conduct its business and the scope of services provided in this Agreement. Grantee further warrants that it will at all times conduct its business activities in a reputable manner.

**14. Compliance with Applicable Laws and Regulations.** Both the Grantee and the County shall comply with all applicable local, state, and federal laws and regulations in their performance under this Agreement. Failure to abide by all applicable local, state, and federal laws and regulations may result in the disallowance of grant funds by the County as provided above in Section 9 of this Agreement.

**15. Non-Discrimination.** Grantee shall comply with the following Equal Opportunity Statement:

“No person shall, on the grounds of race, creed, color, handicap, national origin, sex, age, political affiliation, or beliefs be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole, or in part, with funds made available by St. Johns County.”

**16. No Conflict of Interest.** Grantee represents and warrants to the County that it has not employed or retained any elected official, officer, or employee of the County in order to secure this Agreement. Moreover, Grantee represents and warrants to the County that it has not paid, offered to pay, or agreed to pay any fee, commission, percentage, brokerage, or gift of any kind contingent upon or in connection with securing and executing this Agreement.

17. **Non-lobbying.** Grantee agrees that funds received from the County under this Agreement shall not be used to lobby any organization, entity, person, or governmental unit in a manner inconsistent with the scope of this Agreement.

18. **Access to Records.** The access to, disclosure, non-disclosure, or exemption of records, data, documents, or materials associated with this Agreement shall be subject to the applicable provisions of the Florida's Public Records Law (Chapter 119, Florida Statutes), and other applicable State or Federal law. Access to such public records may not be blocked, thwarted, or hindered by placing the public records in the possession of a third party.

19. **Effect of Failure to Insist on Strict Compliance.** The failure of either party to insist on strict compliance with any provision of this Agreement shall not be construed as a waiver of such provision on any subsequent occasion.

20. **Indemnification.** Grantee shall indemnify, defend, and hold the County and its employees and agents in both their individual and official capacity harmless from any liabilities, claims, damages, and expenses, including attorney's fees and litigation costs, arising directly or indirectly out of any negligent, reckless, or intentional act or omission of Grantee's officers, employees, or agents in connection with this Agreement.

21. **Insurance.** Grantee shall not commence work under this Agreement until it has obtained all required insurance as set forth in Exhibit A to this Agreement and such insurance has been approved by the County. Grantee shall furnish certificates of insurance to the County naming the County as an additional insured. Each certificate shall clearly indicate that the Grantee has obtained insurance of the type, amount, and classification as required by this Agreement and that no material change or cancellation of the insurance shall be effective without 30 days' prior written notice to the County. A copy of the endorsement shall accompany the certificate. Grantee shall not be required to name the County as an additional insured for workers' compensation or professional liability insurance. Compliance with the foregoing requirements shall not relieve Grantee of any liability or obligation under this Agreement.

Certificate Holder Address: St. Johns County, a political subdivision of the state of Florida  
500 San Sebastian View  
St. Augustine, FL 32084

22. **Force Majeure.** Neither party shall be held to be in non-compliance with this Agreement, or suffer any enforcement or penalty relating to this Agreement, where such non-compliance occurs as the result of a force majeure event. For the purposes of this section, a force majeure event is defined as an event beyond the control and without the fault or negligence of the affected party which could not have been prevented through the exercise of reasonable diligence, including natural disaster (including hurricane, flood, or other acts of nature), strike, riot, war, terrorism or threat of terrorism, or other event that is reasonably beyond either party's ability to anticipate or control. When there is an event of force majeure, the affected party shall immediately notify the other party in writing giving the full particulars of the event of force majeure. The affected party must use reasonable efforts to mitigate the effect of the event of force majeure upon its performance under this Agreement. Upon completion of the event of force majeure, the affected party shall resume its performance under this Agreement as soon as reasonably practicable. If, due to an event of force majeure, the Grantee is unable to complete the scope of services within the term of this Agreement, the term of this Agreement may be extended for an amount of time not to exceed the length of the event of force majeure.



**23. Default and Termination.** In order for the Grantee to remain eligible for funding under this Agreement, Grantee must comply with the provisions set forth in this Agreement, including any incorporated attachments or exhibits. The failure of the County to insist upon strict performance of any provision of this Agreement shall not be construed as a waiver of such provision on any subsequent occasion. Should the County determine that the Grantee has failed to comply with any of the provisions set forth in this Agreement, the County shall notify the Grantee of such non-compliance as provided above in section 11 of this Agreement. The Grantee shall have 14 days from the date of its receipt of a notice of non-compliance to submit a written response to the County that either sufficiently documents the Grantee's compliance with the conditions set forth in the notice or sufficiently sets forth all corrective actions to be taken by the Grantee in order to come into compliance with this Agreement. If the Grantee fails to sufficiently establish its compliance with the provisions of this Agreement, or fails to provide a plan to cure approved by the County within such time, the County may terminate this Agreement, and the parties shall be released from any further obligations under this Agreement.

**24. Assignment.** In light of the scope and rationale for this Agreement, neither party may assign or transfer any of the rights associated with this Agreement without the express written consent of the other party. Should either party attempt to assign or transfer any of the rights associated with this Agreement without such written consent, this Agreement shall automatically terminate without further notice or action required on the part of the other party.

**25. Amendments.** Both parties acknowledge that this Agreement constitutes the complete understanding between the parties. Any modification to this Agreement shall be in writing and executed by the duly authorized representatives of each party.

**26. Governing Law and Venue.** This Agreement shall be construed according to the laws of Florida. Venue for any administrative or legal action arising in connection with this Agreement shall lie exclusively in St. Johns County, Florida.

**27. Severability.** If any portion of this Agreement, or the application thereof to any person or circumstance, is determined by a court of competent jurisdiction to be void, invalid, or otherwise unenforceable for any reason, such portion or application shall be severable. The remaining portions of this Agreement, and all applications thereof, not having been declared void, invalid, or otherwise unenforceable, shall remain in effect.

**28. Successors and Assigns.** This Agreement inures to the benefit of and is binding on the parties, their respective successors in interest, including but not limited to any person or entity to which Grantee transfers ownership of the Parcels or any individual housing unit located on either of the Parcels, and their permitted assigns as provided above in Section 24.

**29. Merger.** This Agreement constitutes the entire Agreement and understanding between the parties as to the matters addressed herein. This Agreement supersedes all prior and contemporaneous agreements, understandings, representations, and warranties, whether oral or written, relating to such matters.

**30. Execution in Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed to be an original, and all of which together shall constitute the same agreement.

IN WITNESS WHEREOF, the authorized representatives of the County and the Grantee have executed this Agreement on the dates provided below.

COUNTY:

GRANTEE:

\_\_\_\_\_  
Signature of County Representative

\_\_\_\_\_  
Signature of Grantee's Representative

\_\_\_\_\_  
Printed Name & Title

\_\_\_\_\_  
Printed Name & Title

\_\_\_\_\_  
Date of Execution

\_\_\_\_\_  
Date of Execution

LEGALLY SUFFICIENT:

\_\_\_\_\_  
County Attorney

\_\_\_\_\_  
Date of Execution

ATTEST:

ST. JOHNS COUNTY CLERK OF COURT

\_\_\_\_\_  
Deputy Clerk

\_\_\_\_\_  
Date of Execution

## EXHIBIT A

### Insurance Requirements

#### Insurance

The Grantee shall not commence work under this Agreement until he/she has obtained all insurance required under this section and such insurance has been approved by the County. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The Grantee shall furnish proof of Insurance to the County prior to the commencement of operations. The Certificate(s) shall clearly indicate the Grantee has obtained insurance of the type, amount, and classification as required by contract and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the County. Certificates shall specifically include the County as Additional Insured for all lines of coverage except Workers' Compensation and Professional Liability. A copy of the endorsement must accompany the certificate. Compliance with the foregoing requirements shall not relieve the Grantee of its liability and obligations under this Agreement.

Certificate Holder Address: St. Johns County, a political subdivision of the State of Florida  
500 San Sebastian View  
St. Augustine, FL 32084

The Grantee shall maintain during the life of this Agreement, Comprehensive General Liability Insurance with minimum limits of \$1,000,000 per occurrence, \$2,000,000 aggregate, to protect the Grantee from claims for damages for bodily injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this contract, whether such operations be by the Grantee or by anyone directly employed by or contracting with the Grantee.

The Grantee shall maintain during the life of the contract, Professional Liability or Errors and Omissions Insurance with minimum limits of \$1,000,000, if applicable.

The Grantee shall maintain during the life of this Agreement, Comprehensive Automobile Liability Insurance with minimum limits of \$300,000 combined single limit for bodily injury and property damage liability to protect the Grantee from claims for damages for bodily injury, including the ownership, use, or maintenance of owned and non-owned automobiles, including rented/hired automobiles whether such operations be by the Grantee or by anyone directly or indirectly employed by a Grantee.

The Grantee shall maintain during the life of this Agreement, adequate Workers' Compensation Insurance in at least such amounts as are required by the law for all of its employees.

# **St. Johns County Small Business Emergency Assistance Grant**

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## **IMPORTANT MESSAGE**

**St. Johns County Small Business Emergency Assistance Grant, made possible by the support of St. Johns County Industrial Development Authority, provides emergency grant funding up to the amount of \$5,000 to support small businesses and the local St. Johns County economy. The goal of the grant program is to help offset the temporary loss of revenue and help keep small businesses open during and after this global pandemic.**

**Florida Statute 125.045 declares that it is in the public interest to facilitate the growth and creation of business enterprises in the counties of the state and provides the governing body of a county to expend public funds to attract and retain business enterprises, and the use of public funds toward the achievement of such economic development goals constitutes a public purpose.**

**The use of public funds has to be correlated with the attracting and retaining of the business enterprise in order to meet the "public purpose" requirement. This requirement will necessitate financial vetting of applicants including review of credit, business sustainability, and their ability to pursue other credit/funding among other factors. Therefore, we will ask you as an applicant to provide us with information related to your financial hardship as a direct result of COVID-19 and how an emergency grant will help you to reach a sustainable position. Your narrative is imperative to help us establish strong findings of public purpose.**

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## **ELIGIBILITY**

**Small businesses located in St. Johns County with 5 to 20 employees. This program provides grants (not loans) up to the amount of \$5,000 to eligible businesses. The amount is determined based on the business's proposed grant expenditure and the amount the emergency necessitates.**

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## **APPLICANT CRITERIA**

- St. Johns County registered business in operation as of March 1, 2019 (at least operational for one year)**
- 5 to 20 employees (Part-time and 1099 employees must be included)**
- Businesses must have applied or attempted to apply for other Federal/State Disaster Loan Funding (e.g. Paycheck Protection Program, Economic Injury Disaster Loan, SBA loan) but have not received funds as of this application submittal**
- Business and business owner must be in good standing with no court ordered financial obligations (e.g. no enforceable judgements, liens, bankruptcies, arbitration settlements requiring withholding of funds, felony convictions, violation of court orders requiring holding of funds for child support, court costs or criminal victim reimbursement programs)**

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**ELIGIBLE GRANT USES**

This is a grant program, so no payback is required. However, funds may only be used for the approved eligible uses listed below. Failure of the applicant to use the funding for the approved eligible uses will result in the requirement for the applicant to reimburse the St. Johns County Small Business Emergency Assistance Grant program. These funds may be considered taxable income, so please contact your financial advisor for guidance. The funds must be used to cover any of the eligible items during March, April, May or June 2020. Proof of expenditures must be submitted during the compliance period.

- Rent
- Mortgage
- Utilities
- Payroll

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**INELIGIBILITY**

- Cannot be engaged in any illegal activity, as defined by Federal, State, County and City laws
- Home-based businesses and Non-profit organizations

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**APPLICATION SUBMITTAL REQUIREMENTS**

- Small Business Emergency Assistance Grant application form
- Proposed Emergency Assistance Grant expenditure budget
- Written justification of economic loss or injury caused due to COVID-19
- Business sustainability plan, including the viability of the business after the grant fund
- State of Florida business registration from the Florida Division of Corporation (showing the business is registered in St. Johns County)
- St. Johns County Business License 2018 and 2019
- Copy of Driver's License, state ID or passport
- Proof of application (or application attempt) for Federal and or State Disaster Loan Funding (PPP, SBA loan and etc.)
- Full employee list as of March 1, 2020
- Most recent filed tax documents 2018 and/or 2019

- **Employer Tax Documentation**

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**APPLY ONLINE**

- **These are limited funds that will be distributed on a first-submitted, eligible and approved application basis.**
- **The application must be completed online and submitted once you are able to provide all of the required documents. Clear legible scans, photos, and screen shots of the required documents can be uploaded.**
- **There is no deadline to apply. The St. Johns County Small Business Emergency Assistance Grant applications will be accepted until funds are exhausted.**
- **Upon application approval, we will contact you to collect your U.S. based bank routing and account number and W9. The funds will be transferred directly into your business account.**

## MAY 5, 2020- BCC MEETING

RED FOLDER ITEM

**ITEM** Regular Item 11 (A)

**PRESENTER** Joy Andrews

**SUBJECT** COVID-19: St. Johns County Industrial Development Authority Support for Local Small Business Assistance Program

### SUMMARY:

On April 27, 2020, St. Johns County Industrial Development Authority voted to provide a grant to St. Johns County in the amount of \$250,000. The grant is to support a local small business assistance financing program in support of recovery efforts from the COVID-19 pandemic. St. Johns County is authorized to administer and disperse funds provided under the IDA grant program to businesses as the County sees fit. The IDA is a dependent special district allowed for by Florida Statute to stimulate industrial development through the use of public bond financing. In addition, the IDA has sponsored various activities that promote economic development in the county. In order to spend the allocation as intended the payment must be recognized and appropriated within the FY 2020 budget of St. Johns County Board of County Commissioners. These funds will be appropriated within its own special revenue fund to account for these separate activities.

### FOR CONSIDERATION:

IDA Grant Resolution 2020-\_\_\_\_\_

For further information, please contact Lauren Cheatham or at 209-0535.