

**Job Growth Incentive
Grant Program**
of the



and the

**Citrus County Board of
County Commissioners**

**Citrus County, Florida
created March 2000**

Job Growth Incentive Grant Program

Board of County Commissioners
Citrus County, Florida

Program Criteria and Process

- I. **FUND AMOUNT:** As identified in the economic development budget for each fiscal year and as approved by Citrus County Board of County Commissioners (BOCC).
- II. **OVERALL GOAL:** To provide economic stimulus for Citrus County through job growth incentives.
- III. **FUND ADMINISTRATION:** The Job Growth Incentive Grant Program will be managed by the Citrus County Economic Development Council, Inc. (EDC) and funds will be disbursed by Citrus County.
- IV. **APPLICATION SELECTION CRITERIA:**
 1. The relocation of industrial/business/agricultural-related entities to Citrus County; or the expansion of existing business; or start-up businesses and
 2. All relocation, expansion or start-ups must create five (5) or more new full-time or full-time equivalent non-retail jobs working on-site at the company's facility that is located in Citrus County;
 3. The majority of the applicant's business revenue for services or products must be from outside Citrus County or the company must provide a product or service that is not currently available in Citrus County; and
 4. Based on the most recent wage report published by Enterprise Florida, the new full-time jobs will pay at least 110% by industry of Citrus County's annual average salary/wage level as determined by the EDC. The EDC will annually update Citrus County's average salary figure by industry based on the Enterprise Florida Report wage level changes; and
 5. The average salary by industry for the new full-time equivalent jobs to be utilized in determining whether the annual wages will meet or exceed Citrus County's average salary by Industry will be derived from the actual wages, salaries, commissions, bonuses, drawing accounts (against future earnings), and other payments paid to employees for work; and
 6. The required number of jobs will be provided and filled within an agreed number of months from the effective date of the grant agreement. The company and the EDC will negotiate a job creation time frame. The agreed upon number of jobs must be maintained for a minimum of 12 months commencing upon the company providing the EDC with verification of compliance by the company; and

7. Upon approval of the Board of County Commissioners, the EDC may apply criteria to a particular application that differs from the standard criteria as set forth above.

V. GRANT LIMITS:

1. The base award per application will be \$2000.00 per job created. The EDC may recommend an increase in the base award for approval by the BOCC.
2. The maximum award per approved application is \$100,000.00 with the potential for a larger award upon recommendation of the EDC and approval by the BOCC.

VI. GRANT FUND DISTRIBUTIONS:

Grant funds will be disbursed for expenses as follows:

- A. Approved eligible reimbursables; (see Appendix A) Or,
- B. Documented employment of full time equivalent jobs for one year; (as described in Section III, item 6 above) Or,
- C. An approved combination of (a) and (b).

VII. APPLICANT RESPONSIBILITY:

Upon the award date of the Job Growth Incentive grant by the BOCC, the company has 90 calendar days to finalize a contract. Failure to complete the contract within this 90 day period will nullify the award.

VIII. DEFINITIONS:

New Job:

A full-time job that is created in Citrus County which adds to the County's total job base and involves a new employee to Citrus County working on-site at the company's facility that is located in Citrus County.

Full-Time Job:

Individuals must be employed a minimum of 35 hours per week.

Full-Time Equivalent Job:

Two or more part-time positions may equal a full-time equivalent for the purpose of this application. A full-time equivalent position is equal to 50 part-time hours.

IX. PROGRAM PROCESS:

1. The BOCC establishes funding for Job Growth Incentive Grant Program from the Occupational License Fee Fund.
2. A business submits a Job Growth Incentive application (see Appendix B) to the EDC with financial statements for the most recent three (3) years or a business plan including projected cash flow for at least one year for a start-up business. The EDC reviews and screens the application to an appropriate designee having expertise in a given industry.
3. The EDC will prepare a Job Growth Incentive Grant Agreement (see Appendix C) for a qualified applicant.
4. The BOCC will approve the Job Growth Incentive Grant Agreements.
5. The EDC will submit authorization for payment to the Citrus County Office of management and Budget.
6. If there is any dispute over the eligibility of costs submitted for reimbursement, such dispute shall be submitted to the EDC for a recommendation for final resolution by the BOCC.
7. The EDC will monitor the company's contract for the life of the agreement. The EDC will continue to monitor the company's progress for a period of 12 months after the agreement to determine the ongoing economic impact of the relocation or expansion (see Appendix D).

Please direct inquiries of the Job Growth Incentive Grant Program, including obtaining an application form to the address below:

Citrus County Economic Development Council, Inc.
28 NW Highway 19
Crystal River, FL 34428
352-795-2000 Office ~ 352-795-0009 Fax
www.citrusedc.com



Appendix A

Job Growth Incentive Grant Program

Eligible Reimbursables

USE OF FUNDS

The monies awarded to a Job Growth Incentive Grant Program recipient may be used to reimburse a company for the following expenses associated with the expansion, relocation or start-up of the company in Citrus County. Payments will be made immediately upon submission of receipts by the company only for the following items:

1. Payment of Impact fees and Special Assessments
2. Water and Sewer Connection fees
3. County and City Permitting and Licensing Fees



Appendix B

Application for Job Growth Incentive Grant Program

(Please print all Information)

The Job Growth Incentive Grant Program is one of several economic development initiatives established by the Board of County Commissioners to attract businesses to Citrus County, Florida, and to provide support to local expanding or start-up businesses. This incentive program is designed to stimulate quality, full time job growth in Citrus County.

Application instructions: The application must be filled out completely and signed in order to be processed. The applicant is welcome to attach additional information. A cover letter must accompany the application that details the scope of the expansion, relocation or start-up and the intended use of funds. The business must submit a Job Growth Incentive application (see Appendix B) to the EDC with financial statements for the most recent three (3) years or a business plan including projected cash flow for at least one year for a start-up business. The EDC reviews and screens the application. The EDC may, if it is deemed necessary for a complete review, forward an application to an appropriate designee having expertise in a given industry.

APPLICATION DATE: _____ FEDERAL ID#: _____

COMPANY NAME: _____

COMPANY ADDRESS: _____

CONTACT PERSON: _____ TITLE: _____

TELEPHONE: _____ FAX: _____

(1) PRODUCT OR SERVICE PROVIDED: _____

(2) PROVIDE A LIST OF: Owners, Partners or Officers and Directors of the Company on a separate sheet.

(3) POTENTIAL LOCATION: Are you considering geographic areas other than Citrus County? YES [] No []
Identify all potential sites inside and outside of Citrus County:

(4) FACILITY SQUARE FOOTAGE: (only provide information on "site of relocation or expansion in Citrus County")

Relocation, expansion or start-up involves occupying an existing facility of _____ square feet, or Building and moving into a new facility of _____ square feet.
Applicant will: Lease [] or Own [] facility located in Citrus County .

(5) COMPLETION or Opening Date: _____

(6) NEW FULL-TIME OR FULL-TIME EQUIVALENT JOBS:

Current employees = _____
(include with application an affidavit by an officer of company the verifies total number of current employees) Continued...

(a) Number of relocating employees = _____

(b) New employees = _____

(c) TOTAL: (a) relocating employees + (b) new employees = _____

(7) SPECIFIC WAGE LEVEL: (Identify the specific wage level for all grant funded jobs) \$ _____

(8) QTI Tax Refund Program: Are you considering filing an application with the State of Florida involving the Qualified Target Industry (QTI) Tax Refund Program? YES [] NO []

(9) ELIGIBLE REIMBURSABLES: Fund money will be disbursed on a reimbursement basis for one or more of the following eligible types of costs. Check the appropriate boxes.

[] Payment of Impact Fees and Special Assessments

[] Water and/or sewer connection fees

[] County and/or City permitting and licensing fees

(10) QUESTIONS on Program & Application Submittal: The applicant is advised to:

(a) Contact the Citrus County Economic Development Council, Inc. to obtain assistance with the program requirements and to fill out the application.

(b) Not to apply or retain any company or person, other than a bona fide employee working solely for the applicant, to solicit or secure the grant award, and not pay or agree to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for the applicant, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of the grant award.

Citrus County Economic Development Council, Inc.
28 NW Highway 19
Crystal River, FL 34428
352-795-2000 Office
352-795-0009 Fax
www.citrusedc.com

(11) AUTHORIZED SIGNATURE: The signature appearing below must belong to an employee of the company who is authorized to sign this application on behalf of the company.

(SIGNATURE) (TITLE) (DATE)

(PRINT NAME)

NOTICE: All documents provided to the Citrus County Board of County Commissioners are subject to the Public Information Act, State of Florida.



Appendix C

Job Growth Incentive Grant Agreement

THIS AGREEMENT is made as of the ____ day of _____, _____, by and between Citrus County, a political subdivision of the State of Florida, by and through it's Board of Commissioners, hereinafter referred to as the COUNTY, and _____, [] an individual, [] a partnership, or [] a corporation authorized to do business in the State of Florida, hereinafter referred to as the COMPANY, whose Federal I.D. or social security number is: _____. This Agreement is for the term of _____ months.

WHEREAS, it is the policy of the COUNTY to stimulate economic growth in Citrus County, by either attracting new businesses to Citrus County or by encouraging the expansion of existing businesses within Citrus County; and

WHEREAS, the creation of new employment opportunities for residents of Citrus County and the increase tax revenues resulting from such business expansion or relocation within Citrus County is beneficial to the local economy; and

WHEREAS, the Board of County Commissioners has determined that offering a Job Growth Incentive Program encourages either existing businesses to expand or new businesses to enter Citrus County and thereby create new employment opportunities for the residents of Citrus County; and

WHEREAS, Citrus County, through the Citrus County Economic Development Council, Inc. (EDC) and it's Board of County Commissioners, has created a Job Growth Incentive Fund; and

WHEREAS, provided the COUNTY awards the COMPANY a Job Growth Incentive Grant, the COMPANY will either relocate to Citrus County or expand it's business in Citrus County or start-up a business in Citrus County and thereby create at least five (5) or more new full-time or full-time equivalent, non retail jobs at 110%, of the average industry salary level with all of those new employees working on-site at the company's facility that is located in Citrus County; and

WHEREAS, the COMPANY has been determined to be eligible to receive a Job Growth Incentive Grant by the Citrus County Economic Development Council, Inc.; and

WHEREAS, the COUNTY finds and declares that it is in the Public's best interests to award a Job Growth Incentive Grant to COMPANY pursuant to the terms of this Agreement.

NOW, THEREFORE, in consideration of the premises and mutual covenants hereinafter contained, the parties do agree as follows:

1. This Agreement shall be effective upon the date of execution of this contract by both parties hereto, and shall automatically terminate three (3) years thereafter.
2. The COMPANY will be eligible for a Job Growth Incentive Grant (herein after a "Grant") of an amount not to exceed \$ _____, which Grant shall be payable in accordance with Section VI of the JOB GROWTH INCENTIVE GRANT PROGRAM.

3. As a condition precedent to obtaining Grant funds from COUNTY, the COMPANY agrees to locate to or expand its business operations in Citrus County and to abide by the JOB GROWTH INCENTIVE GRANT PROGRAM.
4. As a further condition precedent to obtaining Grant funds from COUNTY, the COMPANY agrees, within twelve (12) months of the date of execution of this agreement, to create and maintain at least five (5) or more new full-time or full-time equivalent, non retail jobs at 110% of the average industry salary level for at least one (1) year in Citrus County, as more specifically set forth in Exhibit "A", which is attached hereto and made a part hereof. In accordance with the provisions of paragraph 5 and 6 herein below, the number of employee transfers from out of Citrus County, if any, and the number, dates and salaries of all new hires must be substantiated in writing, to the EDC, within twelve (12) months of the date of execution of this Agreement by the parties hereto.
5. Written verification, satisfactory to the EDC, of compliance by COMPANY with all agreed upon performance standards as set forth in paragraphs 1 – 4 herein above must be supplied on an annual basis. The verification shall cover the entire twelve (12) month period subsequent to the effective date of this Agreement. COMPANY, at its sole cost and expense, shall provide such verification to the EDC on or before the expiration of the twelfth calendar month following the effective date of this agreement.
6. For a period of one (1) year after the conclusion of this Agreement, the COMPANY must provide the EDC with annual status reports of its business operations within Citrus County on the "Annual Status Report Form" which is attached hereto and made a part hereof as Exhibit "B".
7. The Grant funds available under this Agreement as referenced in paragraph 2 will be provided only for reimbursement of expenses associated with those items as set forth in Appendix "A", of the JOB GROWTH INCENTIVE GRANT PROGRAM. Payment will be made by Citrus County immediately upon submission of receipts by the COMPANY. Other fund distributions will be made in accordance with Section VI of the JOB GROWTH INCENTIVE GRANT PROGRAM.
8. In the event the COMPANY is in default of its performance guarantees as provided for in this Agreement, COMPANY covenants and agrees as follows:
 - A. COMPANY shall immediately return to COUNTY all grant funds received by it from COUNTY, plus ____ % interest compounded annually thereon if any of the following events occur:
 1. COMPANY fails to provide to EDC the written Annual Status Report, satisfactory to EDC, of its performance obligations herein in accordance with the provisions of paragraph 5 and 6, herein above; or
 2. COMPANY cannot establish in the Annual Status Report required by paragraph 6, herein above, that it has documented employment of full time or full time equivalent jobs for one year as required by paragraph 4, herein above; or
 3. COMPANY cannot establish in the Annual Status Report required by paragraph 6, herein above that, with regard to the new jobs created pursuant to this Agreement, COMPANY has maintained a salary level for such jobs equal to or greater than 110% of the average industry salary for a year as required by paragraph 4, herein above.

- B. The COUNTY's remedies as set forth in paragraphs 8A herein above shall be considered cumulative and shall not, IN ANY WAY, BE MUTUALLY EXCLUSIVE.
- C. In The event that the COUNTY exercises its right pursuant to paragraph 8A, the COUNTY shall be entitled to receive from COMPANY interest on the entire sum of money refunded to COUNTY which interest shall accrue thereon from the date that COUNTY provided the Grant funds to COMPANY up to and including the date that the COMPANY actually refunds such Grant funds to COUNTY.
9. The COMPANY shall indemnify and save harmless and defend the EDC, and the COUNTY, and both their agents, servants, and employees from and against any and all claims, liability, losses, and/or cause of action which may arise from any negligent act or omission of the COMPANY, its agents, servants, or employees in the performance of services under this Agreement.
10. This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Agreement will be held in Citrus County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof.
11. The COMPANY warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the COMPANY to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the COMPANY, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement.
12. The COMPANY warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, ancestry, marital status, or sexual orientation.
13. If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Agreement, the successful of prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all expenses (including taxes) even if not taxable as court costs (including, without limitation, all such fees, costs and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.
14. If any term or provisions of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such terms or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.
15. The COUNTY and the COMPANY agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

16. No employee hired by the company pursuant to this agreement shall be considered a third party beneficiary thereof and shall have no standing to bring any action or proceeding asserting any rights or obligations under the agreement.

All notice required in this Agreement shall be sent by certified mail, return receipt requested, and if sent to the COUNTY shall be mailed to:

**Citrus County Administrator
111 W. Main Street
3rd Floor
Inverness, FL 34450**

With a copy sent to:

**Citrus County EDC
28 NW Highway 19
Crystal River, FL 34428**

And if sent to the COMPANY shall be mailed to (current official address):

IN WITNESS WHEREOF, the Board of Commissioners of Citrus County, Florida has made and executed this Agreement on behalf of the COUNTY and COMPANY has hereunto set its hand the day and year above written.

ATTEST:

CITRUS COUNTY, FLORIDA
BY ITS BOARD OF COUNTY COMMISSIONERS:

BETTY STRIFLER, CLERK

DENNIS DAMATO, CHAIRMAN

WITNESS:

COMPANY:

(Signature)

(Company Name)

(Print Name)

(Signature)

(Print Name)

(Title)

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

(Citrus County Attorney)

(Corporate Seal)



**EXHIBIT "A" TO THE JOB GROWTH INCENTIVE GRANT AGREEMENT
BETWEEN CITRUS COUNTY AND**

(COMPANY)

A. Industry Category:

- | | |
|---------------------------------------|-----------------------------|
| _____ Agriculture, Forestry, Fishing | _____ Manufacturing |
| _____ Construction | _____ Wholesale Trade |
| _____ Transportation | _____ Public Utilities |
| _____ Finance, Insurance, Real Estate | _____ Computers / High Tech |

B. Citrus County Industry Average Salary: \$ _____ x 110% = \$ _____

C. Application Selection Criteria:

- _____ Expansion (_____ square feet)
 _____ Relocation (_____ square feet)
 _____ Start-Up (_____ square feet)

D. Employment Commitment:

COMPANY is required to provide to the EDC at the time of Application an itemized list by Job Title and Annual Salary as described in Section IV, Paragraph 5, of the Job Growth Incentive Grant Program. The COMPANY is receiving this grant based upon its representation that it will bring the following jobs to Citrus County:

- 1) _____ Full time relocating employees
- 2) _____ New, full time hires
- 3) _____ New, part time hires
- 4) _____ New, full time equivalent hires

E. Grant Amount:

_____ (# of Jobs) x \$2000 = TOTAL GRANT AMOUNT \$ _____



**EXHIBIT "B" TO THE JOB GROWTH INCENTIVE GRANT AGREEMENT
BETWEEN CITRUS COUNTY AND**

(COMPANY)

ANNUAL STATUS REPORT FORM

GRANT AMOUNT: \$ _____

APPLICATION DATE: _____

TODAYS DATE: _____

INDUSTRY CATEGORY: _____

CITRUS COUNTY INDUSTRY AVERAGE SALARY: \$ _____ x 110% = \$ _____

THIS WAS AN EXPANSION _____ A RELOCATION _____ A START-UP _____

This COMPANY received a JOB GROWTH INCENTIVE GRANT based upon its representation that it would bring jobs to Citrus County. In the past twelve (12) months we have hired:

- 1) _____ Full time relocating employees
- 2) _____ New, full time hires
- 3) _____ New, part time hires
- 4) _____ New, full time equivalent hires

DOLLAR ESTIMATES FOR:

Impact Fees:	\$ _____
Water Connection Fees	\$ _____
Sewer Connection Fees	\$ _____
Property Taxes	\$ _____
Other Fees	\$ _____
Total Relocation Costs	\$ _____
Total Expansion Costs	\$ _____
Local Purchases	\$ _____



**APPENDIX "D" TO THE JOB GROWTH INCENTIVE GRANT AGREEMENT
BETWEEN CITRUS COUNTY AND**

(COMPANY)

ANNUAL STATUS REPORT FORM

GRANT AMOUNT: \$ _____

APPLICATION DATE: _____

TODAYS DATE: _____

INDUSTRY CATEGORY: _____

CITRUS COUNTY INDUSTRY AVERAGE SALARY: \$ _____ x 110% = \$ _____

THIS WAS AN EXPANSION _____ A RELOCATION _____ A START-UP _____

This COMPANY received a JOB GROWTH INCENTIVE GRANT based upon its representation that it would bring jobs to Citrus County. In the past twelve (12) months we have hired:

- 1) _____ Full time relocating employees
- 2) _____ New, full time hires
- 3) _____ New, part time hires
- 4) _____ New, full time equivalent hires

DOLLAR ESTIMATES FOR:

Impact Fees:	\$ _____
Water Connection Fees	\$ _____
Sewer Connection Fees	\$ _____
Property Taxes	\$ _____
Other Fees	\$ _____
Total Relocation Costs	\$ _____
Total Expansion Costs	\$ _____
Local Purchases	\$ _____