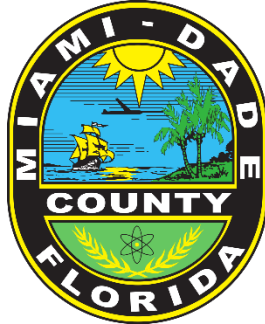


# The Miami-Dade Relocation and Expansion Incentive (REIP) Program Supplemental Application



## Section 1. Miami-Dade County Relocation and Incentive Program (REIP) Background

1.1 The REIP Program is an incentive program that works by providing financial incentives to certain Expanding Business or New-to-Market business in Miami-Dade County. Qualifying companies that create a minimum of 50 new jobs within a five-year period paying at least equal to 150 percent of the average of all wages and salaries in Miami-Dade County or the State of Florida and execute a new commercial lease or extend an existing commercial lease for at least five years may be awarded \$1,000.00 per new job for the first 50 jobs with eligibility for additional bonuses:

- a) An additional \$125.00 per new job if new hire received a degree from a public university, private university, or technical school located in Miami-Dade County and graduated within 3 years of the hire date; and
- b) An additional \$125.00 per new job if previously unemployed, a returning citizen, or employed below the Living Wage Rate immediately preceding employment with company.

1.2 Additionally, the REIP Program created a separate qualification criterion for businesses relocating to Targeted Urban Areas (TUAs) by allowing businesses in TUAs to qualify for incentives with a minimum of 25 employees and paying a wage that is 125 percent of Average Annual Wage. Allowing for an extension or waiver of the requirement that a business execute a lease within 12 months of application. Granting a total award above \$2,500,000.00 upon Board approval, and it requires staff to prepare a recommendation on a completed application within 30 days.

## Section 2. Definitions

2.1 Definitions as used in this agreement and application, unless the context requires otherwise:

- a) **Agreement or Agreements** refers to the written understanding entered in to between an Expanding Business or New-to-Market Business and Miami-Dade County. The Agreement sets forth the obligation and rights of the company under the REIP Program.
- b) **Average Annual Wage** is the average of all wages and salaries in Miami-Dade County or State of Florida as determined by Miami-Dade County or the State of Florida, or U.S. Bureau of Labor Statistics, using the most currently available date as determined by Miami-Dade County or the State of Florida and by choosing the higher number.

- c) **Expanding Business** is a company with a commercial business, excluding residential or commercial development, that increases operations on a site within Miami-Dade County.
- d) **Incentive or Incentives** refers to the funds paid to a company under this Program.
- e) **New Job or New Jobs** are net new jobs created by an Expanding Business or a New-to-Market Business which are being added to the company's roster of employees and that did not exist within Miami-Dade County within the last 12 months prior to the date the company submits the application to Miami-Dade County.
- f) **New-to-Market Business** is a company that relocates to Miami-Dade County or is a start-up company setting up operations in Miami-Dade County.
- g) **Project** means a business that is expanding in or relocating to Miami-Dade County and the associated new jobs and capital investment that are the basis of the application for an award.

### **Section 3. Eligibility Applicants**

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3.1 The Program will only be available to New-to-Market Businesses or Expanding Businesses that will either relocate or hire a minimum of 50 new employees in Miami-Dade County within a five-year period. A new lease or expansion of an existing lease for commercial office space for at least five years must be executed within 12 months from the time of the application. A company may request an extension from the Board for cause. The Board may also waive the lease requirement provision if the company plans to move the New Jobs into space the company already leased or owns in Miami-Dade County.

### **Section 4. Eligible Industries**

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4.1 The Program is open to all companies in all industries that meet the requirements of the other sections of the Code.

### **Section 5. Program Requirements**

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5.1

- a) **New-to-market or Expanding Businesses**: Companies applying for the Program incentives must be New-to-market or Expanding Businesses.
- b) **Living Wage Requirement**: The Program will not be available to companies that pay any of their employees less than the Living Wage Rate as defined in section 2-8.9 of the Code of Miami-Dade County, as adjusted annually by the Department of Small Business Development or its successor department. Companies receiving Program Incentives must continue to pay all its employee no less than the Living Wage Rate to remain eligible for the Program.
- c) **Wage of New Jobs Created**: All New Jobs promised under the Agreement must pay an estimated Average Annual Wage at least equal to 150 percent of the average of all wages and salaries in Miami-Dade County or the State of Florida as determined by Miami-Dade County or the State of Florida, or U.S. Bureau of Labor Statistics using the most currently available data

as determined by Miami-Dade County and by choosing the higher rate. For a company relocating or expanding operations in one of the County's Targeted Urban Areas or Designated Priority Areas, the wage must at least equal 125 percent of the average of all wages and salaries.

- d) **Wage Calculation:** In determining the Average Annual Wage for the Company, only New Jobs are to be included and wages for existing jobs shall be excluded from the calculation. The Board of County Commissioners, at its discretion, may waive the Average Annual Wage requirement upon receipt of a written request and justification from the Company.
- e) **Job Creation:** New-to-Market or Expanding Businesses must create at least 50 New Jobs within five years of starting operations or executing the Agreement, whichever is later in Miami-Dade County and maintain those New Jobs for a minimum of one additional year. Miami-Dade County must verify compliance with New Job creation and wage requirements as specified in a resolution adopted by the Board of County Commissioners approving the Agreement prior to any disbursement of Program Incentives. The Company must agree to finish all documents necessary for County staff to verify the Company's compliance with the New Job and salary requirements pursuant to the Agreement. Companies relocating or expanding into one of the County's Targeted Urban Areas or Designated Priority Areas, must only create 25 New Jobs.
- f) **Executed Lease:** Applicant must execute a commercial lease for space within one year of application approval. A Company may request extension from the Board for cause. The Board may provide a waiver of this provision for companies that are relocating or expanding staff into existing office space they already lease or own.
- g) **Taxes & Other Monies:** Where a Company is delinquent in paying its taxes, or any other monies due to the County, the County shall withhold Incentive funds until the Company is current. Where a Company is more than one year delinquent, the Company's award shall be canceled, and the Company shall be disqualified from participating in the Program.
- h) **Media Announcement:** Applicant must (a) mention Miami-Dade County by name within its initial press release announcing the new office location, (b) at least 48 hours in advance, provide the exact date and time of when the press release will be published, and (c) at least 48 hours in advance, provide a copy of the press release.
- i) **Media Appearances:** The Company is encouraged to provide a senior employee to assist with recruitment efforts of the County attracting additional companies to Miami-Dade County. Engagements may consist of a presentation, panel discussion, interview, quote for media story, or comparable engagement.

## Section 6. Program Incentives

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6.1 The amount of the award is tentatively ascertained, pending approval by the Board of County Commissioners, during application processing and is based on the commitment of New Job creation as specified in the Agreement. The actual award will be determined after the Company has begun operations, and at the end of each fiscal year upon the verification of new hires as specified in the Board-approved Agreement, and all other obligations set forth in the Agreement and the resolution approving the award.

6.2 The maximum award is based on the number of New Jobs created during the five-year eligibility period. The incentives over the five-year period after the application's start of operations or the execution of the agreement, whichever is later, may not exceed:

a) \$1,000.00 per New Job (minimum of 50):

Applicant may be eligible for the following bonuses for new hires only:

- i. An additional \$125.00 per New Jobs if new hire received a degree from a public university, private university, or technical school located within Miami-Dade County and graduated within 3 years of the hire date; and
- ii. An additional \$125.00 per New Job if previously unemployed, a returning citizen, or employed below the Living Wage Rate immediately preceding employment with Company.

6.3 A Company may not receive more than \$2,500,000.00 in award payments over the five-year eligibility period unless a higher award is approved by the Board.

6.4 A Company that is awarded the incentive under this section is eligible to apply for and receive the TJIF Program incentives for capital investments but may not receive the job creation bonuses in the TJIF Program.

## **Section 7. Source, Claim Period and Disbursement of Incentives**

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7.1 Annual disbursements will be contingent on the verification of the new jobs created. Disbursement will begin in the Miami-Dade County fiscal year following the Project's start of operations. The Miami-Dade County fiscal year runs from October 1 through September 30 of the following calendar year. Companies will be monitored annually to ensure compliance with the projected number of new jobs and the wage associated with the new jobs.

7.2 Disbursements to the Company will only be made after it has met all commitments as set forth in the Agreement and the resolution. Disbursements shall be limited in each year of the disbursement schedule approved in the resolution to amounts set forth in section 23. No incentive amounts shall be disbursed after the last fiscal year set forth in the Agreement and the resolution.

7.3 The County Mayor shall designate staff to administer the Program and determine Company compliance and develop program policies and procedures. The County Mayor may, at the County Mayor's discretion, designate administration of the program to the Beacon Council or successor economic development agency of the County.

## **Section 8. Application Process**

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8.1 A Company wishing to participate in the Program will submit a completed application form to Miami-Dade County as prepared by the County Mayor.

8.2 The application will be submitted to the Board of County Commissioners for approval by resolution adopted by the Board of County Commissioners. All requirements shall be incorporated in the approval resolution.

8.3 At the time of application, the County will confirm that the Company has provided information and/or demonstration supporting the Company's consideration of other locations and that the requested incentive is required for the Company to choose Miami-Dade County to be the location of its new operation or expansion. Any Company decisions committing the Company to a location within Miami-Dade County prior to the adoption of the approval resolution will render a Company ineligible to participate in the Program. The County Mayor or the County Mayor's designee may, upon the written request by the Company to preserve the inducement for a limited time, waive this prior decision rule and forward the Company's application to the Board of County Commissioners retains the sole and absolute discretion to approve or deny the Company's application. This prior business decision rule waiver shall not be available to a Company that has publicly disclosed the intent to locate or expand its operations in Miami-Dade County prior to adoption of the approval resolution.

8.4 Within thirty (30) days of receipt of a Company's completed application, designated County staff shall prepare a recommendation on the application, including an economic impact analysis and prepare the adoption resolution. If approved, the adoption resolution will instruct the County Mayor or County Mayor's designee to prepare and execute an Agreement with Company.

8.5 The adoption resolution submitted to the Board shall attach the application and shall include all application requirements outlined in this section and shall further specify, at a minimum:

- a) The total number of New Jobs to be created and that will be dedicated to the Project, the Average Annual Wage of those jobs, any capital investment, and a time schedule or plan for when such jobs will be in place and active in the County;
- b) The economic impact of the business operation proposed, including its fiscal impact to the County, not limited to, but including direct and indirect jobs created and supported, increase in total wages of direct and indirect job created and supported, increase in total wages of direct and indirect job creation, taxes generated, and other benefits, as well as created by the Business;
- c) The estimated amount of incentive awards which the Company is eligible to receive and the estimated amount of incentive awards that the Company is eligible to receive for each fiscal year;
- d) That the County may review and verify the financial and personnel records of the Company and/or perform on-site visits to verify employment relating to the New Jobs, wages paid, verify that the jobs are in Miami-Dade County, and ascertain whether the Company is in compliance with the terms of the Agreement;
- e) The date, not later than April 30<sup>th</sup>, by which, in each Miami-Dade County fiscal year, the Company must file a claim to be considered to receive an award for the following fiscal year;
- f) That compliance with the terms and conditions of the approved Agreement is a condition precedent for the receipt of any Incentive award in a fiscal year, that the Company's failure to comply with the terms and conditions of the approved Agreement will result in the loss of eligibility for receipt of Incentive awards and the revocation by the County of the certification of the Company as an eligible business;

- g) That payment Incentive is conditioned on, and subject to, specific annual appropriations by the Board of County Commissioners sufficient to pay amounts under the approved Agreement; and
- h) That the amount of the incentive received will be based on the incentive levels specified in Section 2-1265 above.

## Section 9. Review and Approval Process

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9.1 Applications may be approved by a resolution of the Board of County Commissioners. The Board shall have no obligation to approve any application before it. Final determination of the approval of the award for program incentives shall be at the sole and absolute discretion of the Board.

## Section 10. Employer Identification

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10.1 Please note: The following form may not provide enough space for required answers. Please attach a separate page with tabs to refer to the question number. Please include supporting documentation or explanation with responses where appropriate.

10.2 Miami-Dade Relocation and Expansion Incentive Program (REIP)

- a) Name of Company:
- b) Mailing Address:
- c) Primary Company Contact Name:   
 Primary Company Contact Title:   
 Primary Company Contact Phone:   
 Primary Company Contact Email:
- d) Company Federal Employer Identification Number (EIN)
- e) NAICS codes of all activities of the company:
- f) Description of the Company's primary business activities:
- g) *You may request that your project information (including the information contained in this Application) be confidential per Section 288.075 of the Florida Statutes, Confidentiality of Records*  
 Confidentiality of Project information:  Yes, we request confidentiality  
 No, we do not request confidentiality
- h) Has the Company or any of its officers ever been subject to criminal or civil fines and penalties?  Yes  
 No
- If 'Yes', please explain:

## Section 11. Project Identification/Information

### 11.1 Project description, location, and tax information

- a) Description of the type of business activity or product covered by the Project:
- New business to Miami-Dade County  
 Expansion of an existing Miami-Dade County business

- b) If an existing business, how many Miami Dade County located employees are there currently in the expanding business unit:

- c) Full description of the Project:

- d) Project's current location or Project's proposed location in Miami-Dade County:

- e) Anticipated Miami-Dade County Commission District(s):

- f) Does the Company have any outstanding Miami-Dade County taxes?
- Yes  
 No

If 'Yes', please explain:

- g) What other location(s) have been considered for this Project location/expansion? *Please provide supporting documentation.*

- h) Is this Company executing a new lease or an expanding lease for commercial office space for at least five (5) years?
- Yes, Date of Execution: \_\_\_\_\_  
 (Must be within one (1) year)  
 No

If 'No', please explain:

- i) Square footage of existing Miami-Dade County location:

- j) Anticipated timeframe when the Project will be completed:



11.2 Project Employment, Wages and Capital Investment

- a) Total number of New Jobs projected to be created by the Project: *(Must be a minimum of 50 new employees)*

***[New Jobs must be created within 5 years of starting operations or executing the Agreement, whichever is later and maintain those New Jobs for a minimum of one additional year.]***

- b) Schedule of New Jobs to include:

Year	Direct Jobs	Average Annual Wage
1		
2		
3		
4		
5		

- d) Does the Company pay ALL its employees no less than the Living Wage Rate?  
*(As defined in section 2-8.9 of the Code of Miami-Dade County, as adjusted annually)*
- Yes  
 No

- e) New Employee Estimated Average Annual Wage:  
*(Must equal at least 150 percent of the average of all wages and salaries in Miami-Dade County or the State of Florida as determined by Miami-Dade County or the State of Florida or U.S. Bureau of Labor statistics)*

- f) Describe the capital investment in real and personal property:  
*Example: Construction of new facility, remodeling of facility, upgrading, replacing or buy new equipment.*

- g) List the amount and type of major capital investment to be made:

- h) Is the Project located in a Targeted Urban Area (TUAs)? *(Must create a minimum of 25 new jobs and paying a wage that is 125 percent of the Average Annual Wage.)*
- Yes  
 No

- i) Is the Project available for any of the following bonuses?
- A. Additional \$125 per New Job if new hire received a degree from a public university, private university or technical school located within Miami-Dade County within three (3) years of hire.
- Yes  
 No
- If 'Yes', Attachment 1 (PROJECT BONUSES FOR GRADUATE NEW HIRES) will be required at Award payment compliance.*

B. Additional \$125 per new job if previously unemployed, OR a returning citizen employed below the Living Wage Rate immediately preceding employment with the company.

Yes

No

*If 'Yes', Attachment 2 (PROJECT BONUSES FOR UNDEREMPLOYED NEW HIRES) will be required as supporting documentation.*

j) Total REIP award applied for including bonuses, if applicable:

**Section 12. Projected New Revenue to Miami-Dade County**

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12.1 List the amount and type of proposed taxes this Project will provide in the form of new revenue to Miami-Dade County:

	<u>Type of Taxes</u>	<u>\$ Amount</u>
Property Taxes*		\$
Other Taxes*		\$

\*Property tax generation is not contingent on the amount awarded.

Note: The proposed taxes potentially include other impacts.

-----*To be completed by The Beacon Council and/or Miami-Dade County*-----

**Section 13. Application Confirmation**

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- 13.1 Date Application Received by The Beacon Council:
- 13.2 Date Application Completed/Finalized:
- 13.3 Date Application presented to Miami-Dade County:

**Section 14. Maximum Award and Agreement End Date**

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- 14.1 Maximum amount of REIP cash incentive awards the Company is eligible to receive on the Project:
- 14.2 Agreement Term Commencement:  Upon full execution of this Agreement  
 Agreement Term End Date:   
*(Unless terminated earlier in accordance with the Code of Miami-Dade County, Chapter 2, Article LXXXVI, and as further modified by Ordinance No. 11-08, as should be amended.)*

**Section 15. Parties**

15.1 The parties designated the following offices and addresses:

County:	Department of Regulatory and Economic Resources Miami-Dade County 111 NW 1 <sup>st</sup> Street – 12 <sup>th</sup> Floor Miami, FL 33128
Company:	

## Section 16. Termination

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- 16.1 This Agreement may be terminated by Miami-Dade County upon failure of the Company to comply with any material term or condition of this Agreement or a decision by the Company not to proceed with the Project. A termination will result in the loss of eligibility for receipt of all cash incentive awards previously approved and scheduled, but not paid, as well as the revocation of the certification as a REIP business. The foregoing notwithstanding, in the event that Miami-Dade County fails to pay the Company a cash incentive award to which the Company is eligible under Agreement as a result of insufficient County funds or for any reason whatsoever, the Company shall have the right to terminate this Agreement and shall be entitled to retain any cash incentive award or credits previously paid or awarded to the Company by Miami-Dade County under this Agreement. Compliance with the terms and conditions of the Agreement, and with all requirements of the REIP Program as set forth in Miami-Dade County Code Sections 2-1260 through 2-1269, is a condition precedent for receipt of cash incentive awards each year. The failure to comply with the terms and conditions of this Agreement and the requirements of the TJIF Program shall result in the loss of eligibility for receipt of all cash incentive awards previously authorized pursuant to this section, and the revocation of the certification as a qualified applicant by the County Mayor or the County Mayor's Designee.
- 16.2 This Agreement may be terminated by Miami-Dade County if it finds that the Company has provided false or misleading information in any part of this Application and Agreement or if the Company attempts to meet any of its obligations under this REIP Program through fraud, misrepresentation, or material misstatement. If Miami-Dade County terminates this Agreement for breach of this Section, the Company shall within 90 days refund to the County all cash incentives awards paid to the Company as a result of the false information.
- 16.3 This Agreement may be terminated by Miami-Dade County if the Company is delinquent on any Miami-Dade County taxes for a period of two years or longer.

On behalf of the Company, I hereby certify the information provided on the above REIP Application is accurate:

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Name:** \_\_\_\_\_

**Title:** \_\_\_\_\_

**Company:** \_\_\_\_\_

Attachment 1

**PROJECT BONUSES FOR GRADUATE NEW HIRES**

**Company Name:**

Per Section 11.2 – (I) A

The following documentation is required for each of the Employees listed

	<b>Employee Name</b>	<b>University/ Technical School</b>	<b>Graduation Date</b>	<b>Number of Qualified Employees</b>	<b>Anticipated Bonus Amount</b>
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					
16					
17					
18					
19					
20					

Attachment 2

**PROJECT BONUSES FOR BELOW LIVING WAGE /  
RETURNING CITIZENS / UNEMPLOYED**

**Company Name:**

Per Section 11.2 (l) B

The following documentation is required for each of the Employees listed

	<b>Employee Name</b>	<b>Situation: Returning Citizen / Below Living Wage / Unemployed</b>	<b>Hire Date</b>	<b>Number of Qualified Employees</b>	<b>Anticipated Bonus Amount</b>
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					
16					
17					
18					
19					
20					