

EXHIBIT B

TARPON SPRINGS TAX EXEMPTION AGREEMENT



Mail to:

**City of Tarpon Springs
Economic Development Manager
324 East Pine Street
Tarpon Springs, FL 34689**

TAX EXEMPTION AGREEMENT

THIS AGREEMENT is entered into this _____ day of _____ [YEAR], by and between City of Tarpon Springs Florida, a municipal corporation of the State of Florida (the “City”) whose mailing address is 324 East Pine Street, Tarpon Springs, FL 34689 and [FULL LEGAL NAME OF COMPANY (“[SHORTENED NAME OF COMPANY]”), a Florida corporation, whose mailing address is [STREET ADDRESS, CITY, STATE, ZIP]

WITNESSETH

WHEREAS, Article VII, Section 3, of the Constitution of the State of Florida and Section 196.1995, Florida Statutes, provide that the City may grant Economic Development Ad Valorem Tax Exemptions (EDAVTE) to New Businesses and Expansions of Existing Businesses, as defined in Section 196.012 (14) and (14) and ~~(15)~~, Florida Statutes, by ordinance provided that the electors of the City, voting on the question in a referendum, authorize the City to adopt such ordinances; and

WHEREAS, On March 12, 2019, City of Tarpon Springs voters approved the referendum, authorizing the Board of Commissioners of the City of Tarpon Springs (the “Board”) to grant EDAVTEs pursuant to state law; and

WHEREAS, the Board recognizes that it is a function of local government to promote economic development within its jurisdiction by providing financial incentives to encourage new businesses to relocate within its jurisdiction and existing businesses to expand creating employment opportunities and the utilization of local resources that will benefit the entire community; and

WHEREAS, Chapter 17, Article V of the Code of Ordinances City of Tarpon Springs (the “Code”) sets forth the process and procedures for implementing the EDAVTE program; and,

WHEREAS, Pursuant to Section-17-44 of the Code, [COMPANY NAME] submitted an application to the City requesting an EDAVTE for [XX% NOT TO EXCEED 100%] of the assessed value of the qualifying improvements to real property and qualifying tangible personal property specified in its application for a period of 5 years, commencing with Tax Year [YEAR] (the “[COMPANY NAME] Application”); and,

WHEREAS, on [MONTH, DATE, YEAR] in recognition of the economic stimulus [COMPANY NAME] would provide to the community if it [EXPANDED OR LOCATED] its business, invested approximately [INVESTMENT DOLLAR] (\$[###,###,###.##]), including the purchase of new equipment, as part of its [EXPANSION/RELOCATION] and added [###] new jobs in the City, the Board authorized an EDAVTE of [## up to 100] percent (###%) of the assessed value of the net increase in qualifying improvements to real property and qualifying tangible personal property as set forth in the [COMPANY NAME] Application, to facilitate the [EXPANSION/RELOCATION] of its business (the “[COMPANY NAME] Ad Valorem Tax

Exemption”) for a period of [NUMBER] tax years (the “Exemption Period”), commencing with Tax Year [COMMENCEMENT YEAR] through Tax Year [EXPIRATION YEAR]; and,

WHEREAS, Pursuant to Ordinance No. [ORDINANCE NUMBER], [COMPANY NAME] agrees to satisfy the continued performance conditions set forth in the [COMPANY NAME] Application.

NOW THEREFORE, in consideration of the mutual covenants herein contained and other good and valuable consideration, hereby acknowledged by the parties, [COMPANY NAME] and City agree as follows:

1. **Incorporation.** The recitals set forth above are incorporated herein in their entirety.
2. **Ad Valorem Tax Exemption.** Pursuant to Ordinance No. [ORDINANCE NUMBER], City shall provide an EDAVTE of [##] percent ([##]%) of the assessed value of the net increase in qualifying improvements to real property and qualifying tangible personal property as set forth in the [COMPANY NAME] Application] to facilitate the expansion of its business (the “[COMPANY NAME] Ad Valorem Tax Exemption”) for a period of [NUMBER] tax years (the “Exemption Period”), commencing with Tax Year [COMMENCEMENT YEAR] through Tax Year [EXPIRATION YEAR].
3. **Tarpon Springs Tax Exemption Agreement.** Pursuant to Ordinance No. 2020-05, [COMPANY NAME] shall enter into an agreement with the City satisfying the Tarpon Springs Tax Exemption Agreement conditions as set forth in the [COMPANY NAME] Application as follows:
 - a. **Commencement of Operations:** [COMPANY NAME] represents that it began business activity at its [LOCATION] in [YEAR];
 - b. **Real Property:** [COMPANY NAME] shall expand its current facility by [##,###] square feet [TYPE – DESCRIPTION OF FACILITY AND PROJECT] with an anticipated date of completion of [MONTH, YEAR];
 - c. **Tangible Personal Property and Real Property:** [COMPANY NAME] shall purchase new furniture and fixtures [MONTH, YEAR, ESTIMATED BUDGET AMOUNT]
 - [COMPANY NAME] shall purchase new machinery and equipment (If applicable) [MONTH, YEAR, ESTIMATED BUDGET AMOUNT]
 - [COMPANY NAME] shall [EXPAND, CONSTRUCT] its building facility between [CONSTRUCTION PERIOD, ESTIMATED BUDGET AMOUNT]
 - [COMPANY NAME] shall purchase new [OTHER INVESTMENTS, ESTIMATED BUDGET AMOUNT]

- d. **New Jobs:** [COMPANY NAME] represents that as of [MONTH/DATE/YEAR] it employs [CURRENT #] full-time employees at its City of Tarpon Springs facility and shall create [JOB CREATION SCHEDULE]
- e. **Wages:**
- [COMPANY NAME] represents that the average wage of all non-management employees currently working at its City of Tarpon Springs facility is [CURRENT AVERAGE WAGES] Dollars [(\$##,###.00)] and shall compensate its new employees [AVERAGE WAGES COMMITMENT]
- f. **Sales Factor/Current Sales:** [COMPANY NAME] represents that for [YEAR], the total sales were [DOLLARS]; the sales inside the Tampa - St.Petersburg-Clearwater, FL Metropolitan Statistical Area (MSA) were [DOLLARS] (\$XX,XXX) and the sales outside the MSA were [DOLLARS](\$75,000,000.00); The Sales Factor is thus [INSIDE MSA # DIVIDED BY TOTAL SALES #]
- g. **Office Space Incorporation in Florida:** [COMPANY NAME] represents that the date of facility incorporation in City of Tarpon Springs was [YEAR] in the [LOCATION] facility;
- h. **Other Board Considerations for Exemption Determination:**
- [COMPANY NAME] shall invest [TOTAL INVESTMENT DOLLARS] in capital as part of its expansion;
 - [COMPANY NAME] shall use local suppliers, where available.
 - [COMPANY NAME] shall make every attempt to hire local employees located within City of Tarpon Springs;
 - [COMPANY NAME] shall continue to provide training opportunities for new and existing employees
4. Ordinance No. [#####-##] Requirements. [COMPANY NAME] shall abide by all other requirements as defined in Ordinance No. [#####-##].
5. Board Revocation.
- a. If [COMPANY NAME] fails to satisfy the Tarpon Springs Tax Exemption Agreement conditions set forth in Section 3 of this Agreement, the Board may, upon 30 days written notice to [COMPANY NAME], adopt an ordinance revoking the ad valorem tax exemption or take such other action with respect to the [COMPANY NAME] Ad Valorem Exemption it deems appropriate.

- b. Upon Revocation, the Board shall immediately notify the Pinellas County Property Appraiser;
 - c. If it is determined that for any year within the Exemption Period, [COMPANY NAME] was not entitled to receive such Exemption, [COMPANY NAME] shall be subject to the taxes exempted as a result of such failure plus annual interest at the maximum rate allowed by law;
 - d. Nothing herein shall prohibit [COMPANY NAME] from reapplying for an ad valorem tax exemption pursuant to State law.
6. Assignment. Except as hereinafter provided, neither this Agreement nor any rights, privileges, or claims created by this Agreement may be transferred by [COMPANY NAME] without the prior written approval of the City, which approval will not be unreasonably withheld, conditioned or delayed; provided that [COMPANY NAME] may assign this Agreement to any affiliate that assumes in writing all of [COMPANY NAME]'s obligations under this Agreement and provides written notice of the assignment to the City within thirty (30) days after such assignment. Any attempted assignment in breach of this Agreement shall be void.
7. Controlling Law. This Agreement is entered into pursuant to the laws of the State of Florida, and shall be construed and enforced thereunder. In the event of litigation for any alleged breach of this Agreement, exclusive jurisdiction and venue for such litigation shall be in the Circuit Court of the Sixth Judicial District, in and for Pinellas County, Florida, or the United States District Court for the Middle District of Florida, Tampa Division. In the event of any litigation concerning this Agreement, the parties waive all rights to a jury trial.
8. Notice. Any notices required under this Agreement shall be in writing and be addressed to the parties as shown below. Notices shall be delivered by certified or registered first class mail or by commercial courier service, and shall be deemed to have been given or made as of the date received

[COMPANY NAME]
CONTACT PERSON, ADDRESS,
PHONE NUMBER]

CITY
[CONTACT NAME,
ADDRESS, PHONE
NUMBER]

9. Force Majeure. Notwithstanding anything contained in the Act or this Agreement to the contrary, and subject to the terms of this Section, [COMPANY NAME]' failure to perform its obligations under this Agreement, other than with respect to the payment of money or the giving of any notice required hereunder, shall not be a default, and no disqualification shall occur as a result thereof, if any such failure or delay is due in whole in part to acts of God; acts of public enemy; war; riot; sabotage; blockage; embargo; failure or inability to secure materials, supplies or

labor through ordinary sources by reason of shortages or priority; labor strikes, lockouts or other labor or industrial disturbance (whether or not on the part of agents or employees of either party hereto engaged in renovation or construction at the Facility); civil disturbance; terrorist act; fire, flood, windstorm, hurricane, earthquake or other casualty; any law, order, regulation or other action of any governing authority; any action, inaction, order, ruling, moratorium, regulation, statute, condition or other decision of any governmental agency having jurisdiction over any portion of the Facility, over the renovation or construction anticipated to occur thereon or over any uses thereof, or by delays in inspections or in issuing approvals by private parties or permits by governmental agencies; discovery of hazardous or toxic materials; failure of the Internet; failure of power, telecommunication, data connectivity or other services to be delivered to the Facility by any third party including any local utility provider; delays caused by any dispute resolution process; or any cause whatsoever beyond the reasonable control (excluding financial inability) of the party whose performance is required hereunder, or any of its contractors or other representatives, whether or not similar to any of the causes hereinabove stated.

10. Conflicting Law; Severability. If a Conflicting Law is enacted after the Effective Date, then the City and [COMPANY NAME] shall meet and confer in good faith for a period of no less than thirty (30) and no more than ninety (90) days to seek to effectuate an amendment to this Agreement providing the City and [COMPANY NAME] with the rights and remedies intended to be provided herein. Nothing herein shall preclude either the City or [COMPANY NAME] from challenging the validity of any Conflicting Law. Each provision in this Agreement is severable. If any such provision is determined to be invalid or illegal, the validity and enforceability of the remainder of this Agreement shall be unaffected. If the Economic Development Ad Valorem Tax Exemption, or any portion thereof, is deemed by a court of competent jurisdiction to be *ultra vires* or not authorized by the laws or Constitution of the State of Florida, then the City shall use reasonable efforts to provide equivalent incentives to [COMPANY NAME] as allowed by law.
11. Term. The term of this Agreement shall commence on the date of last signatory hereto (the “Effective Date”) and, unless sooner terminated, shall continue in force through [MONTH, DATE, YEAR].
12. Amendments. This Agreement shall not be changed except by written instrument signed by all the parties.
13. Binding Effect and Effectiveness; Representations and Warranties.
 - a. Subject to the specific provisions of this Agreement, this Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties and their respective successors and assigns, notwithstanding changes in corporate or other governance.

- b. [COMPANY NAME] represents and warrants to the City that as of the date hereof and throughout the term of this Agreement:
- (i) [COMPANY NAME] is a for profit corporation, duly organized under the laws of the State of Florida, maintains a place of business within the State of Florida, and is validly existing and is doing business in the State of Florida as [FULL LEGAL COMPANY NAME].
 - (ii) [COMPANY NAME] has the power and authority to own its properties and assets and to carry on its business as now being conducted and has the power and authority to execute and perform this Agreement;
 - (iii) This Agreement (a) is the lawful, valid and binding agreement of [COMPANY NAME] in its corporate name enforceable against [COMPANY NAME] in accordance with its terms; (b) does not violate any order of any court or other agency of government binding on [COMPANY NAME], the charter documents of [COMPANY NAME] or any provision of any indenture, agreement or other instrument to which [COMPANY NAME] is a party; and (c) does not conflict with, result in a breach of, or constitute an event of default, or an event which, with notice or lapse of time, or both, would constitute an event of default, under any material indenture, agreement or other instrument to which [COMPANY NAME] in its corporate name is a party;
 - (iv) [COMPANY NAME] has not received written notice of any action having been filed against [COMPANY NAME] that challenges the validity of this Agreement or [COMPANY NAME]' right and power to enter into and perform this Agreement; and

14. Effective Date. This Agreement shall be effective on the date of the last signatory hereto.

IN WITNESS WHEREOF, the City and [FULL LEGAL COMPANY NAME] have executed the Agreement as of the date first above written.

WITNESSES:

(Signature)

(Print Name)

(Signature)

(Print Name)

[FULL LEGAL COMPANY NAME]

By: _____
[TYPE NAME]
Title: _____
Date: _____

CITY OF TARPON SPRINGS, FLORIDA

By: _____
Mark LeCouris
City Manager

Approved as to form:

Attest:

Thomas J. Trask, B.C.S.
City Attorney

Irene S. Jacobs, B.C.S.
City Clerk