PLACEMENT: DEPARTMENTAL
PRESET: 
TITLE: DISCUSSION ON THE MARTIN COUNTY TANGIBLE PERSONAL PROPERTY GRANT PROGRAM

AGENDA ITEM DATES:

<table>
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<tr>
<th>MEETING DATE:</th>
<th>COUNTY ATTORNEY:</th>
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<tr>
<td>6/19/2018</td>
<td>5/28/2018</td>
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<tr>
<th>COMPLETED DATE:</th>
<th>ASSISTANT COUNTY ADMINISTRATOR:</th>
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<tr>
<td>6/7/2018</td>
<td>6/4/2018</td>
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REQUESTED BY: | DEPARTMENT: | PREPARED BY:
Name: Board of County Commissioners | Department of Administration | Taryn G. Kryzda
Name: | | County Administrator

Procedures: None

EXECUTIVE SUMMARY:
Estimated staff presentation: 30 minutes. On June 23, 2015 the Board of County Commissioners (Board) amended the Tangible Personal Property Grant Program (TPP Grant). The initial TPP Grant was approved in February 2015. With the incorporation of the Village of Indiantown and the dissolution of the Indiantown CRA, the provisions of the County’s TPP Grant Program are no longer met, and therefore the findings contained in the TPP Grant are no longer valid. Given the current situation, a discussion with the Board is warranted.

APPROVAL:
ACA
CA

BACKGROUND/RELATED STRATEGIC GOAL:
Florida Power & Light (FPL) owns warehouse property in western Martin County (County), which is located within the newly incorporated boundary of the Village of Indiantown (Village) and the County’s Indiantown Community Redevelopment Area (CRA) boundary, where they have a storage area for major tangible personal property. Tangible Personal Property (TPP) is any type of property that can generally be moved (i.e., it is not attached to real property or land), touched or felt. TPP is subject to being levied taxes on the reported value. The taxes that are paid are based upon the County’s adopted millage rate(s). FPL utilizes this site as a storage facility for their large spare parts that are deemed to be TPP. Late in 2014, FPL approached the County to determine if there was ability for the County to provide a discounted millage rate to FPL as they had researched other counties that could be considered to house their TPP, and found that Collier County had a reduced millage rate that would be extremely beneficial to FPL and the taxes they would pay on their TPP. The lower millage rates, FPL’s ability to move their TPP, and the fact that FPL wanted to significantly increase their TPP inventory were all factors for the Board’s consideration for approval.

Initially, after extensive discussion, the Board agreed to a one year agreement with FPL to provide a grant which resulted in an effective millage rate of 4 mils on their TPP for the 2015 tax role. At the time, the County had a designated Enterprise Zone in Indiantown, to promote retaining and attracting business investments, and the warehouse site was within the Enterprise Zone and Indiantown CRA boundaries, which both had priorities to promote economic growth. The one year agreement provided a grant which was based upon the amount of taxes FPL would pay for their TPP at the warehouse site applying the total County millage rate compared to the amount that would be paid if the millage rate was capped at 4 mils. At the time, the grant award was estimated to be between $200,000 and $600,000 based upon FPL’s commitment for the TPP inventory to be at a minimum of $185,000,000 and the County’s adopted millage rate. As of January 1, 2015, which is when the TPP for the taxable values for 2015 were established, FPL had TPP on the site worth $330,595,084. Based upon the adopted millage rate for FY16, FPL’s taxes to be paid on the TPP value of $331M was $2,981,258.86. The TPP Grant amount based upon a millage rate of 4.0 was $1,711,773.74, so FPL was provided a grant reimbursement of $1,269,485.12. For FY18, the value of the TPP on site was $474,038,894. Without the grant agreement, FPL would have paid $ 4,351,311.03; instead the amount paid at the 4.0 millage rate was $1,820,213.35, a difference of $2,531,097.68.

In June 2015, FPL returned to the Board and requested the Board consider implementation of a TPP Grant for a five year period. During that year, the Florida Legislature decided to allow all Enterprise Programs(s) to expire. Based upon that determination and a consideration for a five year TPP Grant program, the Board adopted a resolution, amending the TPP Grant program and TPP Grant agreement. The amended TPP Grant program requires the grantee to be located within the County’s Primary Urban Service District (USD) boundary and the Indiantown CRA boundary (the FPL warehouse site was within the Indiantown CRA boundary). The term of the TPP Grant agreement is from January 1, 2016 to December 31, 2020.

The Board received a letter from the Village, dated April 26, 2018, requesting that the Board dissolve the County’s Indiantown CRA. The Board approved the request on May 22, 2018. Staff has been reviewing the implications of the County’s Indiantown CRA dissolving and the TPP Grant. Since the TPP Grant was created to promote economic development in Indiantown within the County’s Indiantown CRA, which is now dissolved, the TPP Grant agreement would no longer be applicable because the FPL warehouse site would no longer be a part of the Indiantown CRA nor is it within the County’s primary urban services boundary. In addition, the County’s economic redevelopment advisory
board for Indiantown was also dissolved in recognition that economic development is now a matter for the Village.

The TPP Grant requires the County to base the grant upon a levy of a 4.0 millage rate. The total County millage rate can vary, and at the time of the initial consideration, the total County millage rate was 9.3936 (6.1264 county-wide and 3.2672 for the MSTUs combined). With the creation of the Village it will be essential for the Village to levy the necessary taxes to contract for the services being provided by the County through the County’s Municipal Services Taxing Units (MSTUs). The MSTUs have been established to levy the necessary tax rates to pay for Fire Rescue, Parks Maintenance, Road Maintenance, and Stormwater Maintenance (mostly drainage related). The MSTUs combined are roughly 33% of the total ad valorem collected. The Village would have to assess the total millage for the MSTUs, which for FY18 adopted budget were 3.1735.

Therefore, the grant program’s purposes are no longer valid due to the dissolution of the County’s Indiantown CRA which was referenced due to the economic growth component, as well as due to the Village’s need to establish a millage rate comparable to the County’s combined MSTUs referenced in order for the County to pay for such services. In doing so, there is limited, if no ability to maintain the 4.0 millage rate per the initial TPP grant. The County cannot absorb this liability as it would be detrimental to the MSTU ad valorem that is necessary to fund a level of service that has been afforded in the past.

**ISSUES:**

The TPP taxable value represents 2.18% of the county’s total taxable value and 3.24% of the taxable value for the unincorporated area which the MSTUs are based upon.

The County could offer to maintain a 4.0 millage rate for the county-wide millage rate, but the combined millage rate for the MSTUs would have to be levied.

**LEGAL SUFFICIENCY REVIEW:**

Legal reviewed this item while being drafted and made changes accordingly.

**RECOMMENDED ACTION:**

**RECOMMENDATION**

Move to direct staff to notify FPL of the amendments that will be forthcoming and begin modifications to the necessary documents to amend the TPP Program Grant Guidelines and Outline, Resolution adopting such, and the TPP Grant Agreement to reflect the incorporation of the Village of Indiantown, reference to the County’s Primary Urban Service District boundary and dissolution of the Indiantown CRA.

**ALTERNATIVE RECOMMENDATIONS**

Provide staff with further direction.
FISCAL IMPACT:

RECOMMENDATION
The fiscal impact will be determined based upon the direction given. If the County was to offer a millage reduction, then the impact will vary depending upon the reduction being made. The ‘rebate’ FPL has received since the TPP agreement was approved have significantly increased due to the increase in the value for the TPP at their warehouse site.

ALTERNATIVE RECOMMENDATIONS
Would depend on the direction that is given.

DOCUMENT(S) REQUIRING ACTION:

- [ ] Budget Transfer / Amendment
- [ ] Chair Letter
- [ ] Contract / Agreement
- [ ] Grant / Application
- [ ] Notice
- [ ] Ordinance
- [ ] Resolution
- [ ] Other:

ROUTING:

- ADM
- BLD
- CDD
- COM
- ENG
- FRD
- GMD
- GSD
- ITS
- LIB
- MCA
- MPO
- PRD
- USD
- CA
- ACA
- LEG
PREVIOUS AGENDA ITEM PROVIDED FOR REFERENCE
On March 17, 2015, the Board of County Commissioners (Board) discussed a request from Florida Power and Light to consider an additional longer term Tangible Personal Property Grant Agreement. A proposed five (5) year Agreement and proposed Resolution are attached to this item for Board consideration.

**APPROVAL:**
LEG
CA

**BACKGROUND/RELATED STRATEGIC GOAL:**
On February 17, 2015, the Board approved a one (1) year Tangible Personal Property Grant Agreement for the 2015 tax year. On February 19, 2015, Tom Flowers, Florida Power and Light’s (FP&L) Director of Property and Sales Tax, requested that the Board consider a longer term agreement for the subject property. The Board directed staff to enter discussions with FP&L concerning such request.

**ISSUES:**

I. Amendment of Resolution and Guidelines
   Resolution 15-2.5 which implemented the Tangible Personal Property Grant Program Guidelines (TPPG) limited the program to new and existing businesses located within the Martin County Enterprise Zone. The legislation implementing Florida’s Enterprise Zone Program will sunset on December 31, 2015 thereby eliminating the Martin County Enterprise Zone. It is staff’s recommendation that the TPPG Guidelines and Resolution be amended to substitute the area lying within the Indiantown Community Redevelopment Area as well as the County’s Primary Urban Service District boundary for the soon to expire Enterprise Zone. A proposed Resolution amending Resolution No. 15-2.5 as well as the TPPGP Guidelines to provide for such boundary change is included for Board consideration.

II. Agreement
   1. Agreement drafted by: Martin County Attorney’s Office and Florida Power and Light
   2. Parties to the Agreement: Martin County Board of County Commissioners and Florida Power and Light
   3. Purpose of the Agreement: To provide an incentive for the retention and attraction of tangible personal property within the Indiantown TPPG Program Area by providing a tangible personal property grant
   4. This is a new Agreement: The prior Agreement expires December 31, 2015
   5. Duration: Five (5) years, expires December 31, 2020
   6. Benefits to Martin County: The retention and attraction of tangible personal property investment by Florida Power and Light as well as increasing tax revenues for other taxing authorities
   7. Cost to Martin County: The cost is dependent on the total value of tangible personal property located at the FPL site on January 1st of each of the five (5) years of the Agreement. Staff estimates the annual cost from $600,000 to $200,000. However, due to FPL’s ever changing business strategies and potential natural disasters, this is only an estimate

**LEGAL SUFFICIENCY REVIEW:**

This item has been reviewed for legal sufficiency to determine whether it is consistent with applicable law, has identified and addressed legal risks, and has developed strategies for legal defensibility.
RECOMMENDED ACTION:

RECOMMENDATION
Move that the Board approve the Resolution amending the Martin County Tangible Personal Property Grant Program and authorize the Chairman to sign the Grant Agreement with Florida Power and Light.

ALTERNATIVE RECOMMENDATIONS
Provide staff direction.

FISCAL IMPACT:

RECOMMENDATION
$600,000 to $200,000 estimated annual cost for five (5) years.

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ALTERNATIVE RECOMMENDATIONS
n/a

DOCUMENT(S) REQUIRING ACTION:

☐ Budget Transfer / Amendment  ☐ Chair Letter  ☑ Contract / Agreement
☐ Grant / Application  ☐ Notice  ☐ Ordinance  ☑ Resolution
☐ Other:  

ROUTING:

_ ADM  _ BLD  _ CDD  _ COM  _ ENG  _ FRD  _ GMD
_ GSD  _ ITS  _ LIB  _ MCA  _ MPO  _ PRD  _ USD
☐ CA  _ ACA  ☑ LEG
BEFORE THE BOARD OF COUNTY COMMISSIONERS
MARTIN COUNTY, FLORIDA

RESOLUTION NO. ______

A RESOLUTION BY THE BOARD OF COUNTY
COMMISSIONERS OF MARTIN COUNTY, FLORIDA
AMENDING THE MARTIN COUNTY TANGIBLE
PERSONAL PROPERTY GRANT PROGRAM TO ADDRESS
THE EXPIRATION OF THE MARTIN COUNTY ENTERPRISE ZONE

WHEREAS, Section 125.045(2), Fla. Stat., authorizes the governing body of a county to expend public funds to attract and retain business enterprises and declares the use of public funds toward the achievement of such economic development goals to be a public purpose; and

WHEREAS, Section 125.045(3), Fla. Stat., declares the expenditure of public funds for economic development to be a public purpose for activities, including, but not limited to, making grants to private enterprises for the expansion of businesses or attraction of new businesses in the county; and

WHEREAS, the State of Florida enacted the Florida Enterprise Zone Act, Sections 290.001 – 290.014, Fla. Stat., to provide incentives to induce private investment into distressed areas to create economic opportunities and sustainable economic development; and

WHEREAS, the Florida Legislature authorized Martin County to apply to the State Division of Strategic Business Development within the Department of Economic Opportunity for designation of an enterprise zone within Martin County, of up to 10 square miles consisting of land within the primary urban services boundary and focusing on Indiantown, but excluding property owned by Florida Power and Light to the west, two areas to the north designated as estate residential, and the county-owned Timer Powers Recreational Area; and

WHEREAS, the Department of Economic Opportunity granted such Enterprise Zone designation for the area; and

WHEREAS, on May 8, 2014 the Martin County Enterprise Zone Development Agency recommended that the Board of County Commissioners establish a Tangible Personal Property Program which would encourage the investment in equipment and machinery for new and existing Martin County businesses located within the Enterprise Zone in accordance with the Enterprise Zone Strategic Plan; and

WHEREAS, on December 31, 2015, the Martin County Enterprise Zone and its Development Agency will sunset and end due to the Florida Legislature’s decision to allow the enabling legislation for the Enterprise Zone Program to expire; and

WHEREAS, due to the expiration of the Enterprise Zone, it is necessary to amend Resolution No. 15-2.5 creating the Martin County Tangible Personal Property Grant Program to
apply only to businesses located within the Marin County Primary Urban Service District boundary and the Indiantown Community Redevelopment Area as more particularly depicted in Exhibit “A” which is attached hereto and incorporated herein; and

WHEREAS, amendment of the Martin County Tangible Personal Property Grant Program will further such purposes in Martin County by granting incentives to businesses located within the area depicted in Exhibit “A” to invest or increase its investment in machinery and equipment located in its Martin County location.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MARTIN COUNTY, FLORIDA:

1. The Board hereby amends the Martin County Tangible Personal Property Grant Program, to apply to businesses located within the Martin County Primary Urban Service District boundary and the Indiantown Community Redevelopment Area as set forth in Exhibit “A” for investing or increasing its investment in machinery and equipment in its Martin County location and which will utilize a grant agreement to attract and retain qualified businesses.

2. The Board hereby amends its Guidelines for the Martin County Tangible Personal Property Grant Program to incorporate the amendment in Section 1 above and such amended Guidelines are attached hereto and incorporated herein as Exhibit “B”.

This resolution shall take effect immediately upon its adoption.

Duly passed and adopted, this ___ day of _____________, 2015.

ATTEST: BOARD OF COUNTY COMMISSIONERS
CAROLYN TIMMANN, CLERK OF MARTIN COUNTY, FLORIDA
THE CIRCUIT COURT AND
ED FIELDING, CHAIRMAN
COMPTROLLER

APPROVED AS TO FORM AND
MICHAEL D. DURHAM
LEGAL SUFFICIENCY:
COUNTY ATTORNEY

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EXHIBIT B

MARTIN COUNTY TANGIBLE PERSONAL PROPERTY GRANT PROGRAM
GUIDELINES AND PROGRAM OUTLINE

The Martin County Board of County Commissioners has created the Martin County Tangible Personal Property Grant (TPPG) Program as a discretionary tool for the retention and attraction of business investment within the County’s Primary Urban Service District boundary as well as the Indiantown Community Redevelopment area (hereinafter “Program Area”). This program is intended to encourage businesses to remain, locate or expand within the Program Area in Indiantown. It is not an entitlement grant program. The program is established in order to provide the Board of County Commissioners the opportunity, at its sole discretion, to provide an incentive to induce retention, expansion and new location of business operations within the Program Area. An agreement for the TPPG program must be approved by the Board of County Commissioners prior to the granting of funds under the program. The agreement will set forth the tangible personal property tax paid by the business identified by parcel identification code; will set forth the portion of such tax received by the County; set a fixed millage rate which will be applied to the property value to determine the grant amount; and set forth the length of the agreement. The foregoing instructions detail the requirements of the Program and the Application for qualifying businesses to seek the incentive.

Scope of the TPP program

Under the TPPG program, the owner of a qualifying business site pays the tax through the ad valorem assessment process to the Tax Collector, then, upon receipt of its portion of such payment, Martin County agrees to pay a grant to the business from the County’s general fund. The amount of such grant payment is dependent upon the amount of tangible personal property tax received by the Board of County Commissioners and the terms of the grant agreement with the business. The TPPG program grant is limited to a portion of the total County ad valorem millage and does not include the ad valorem levies of other taxing authorities, such as the Martin County School District, the South Florida Water Management District or Florida Inland Navigation District.

Minimum Applicability and Criteria

1. The business site must be located within the boundaries of the Program Area as more particularly depicted in Exhibit “A” to Resolution No.
2. The business must maintain a substantial taxable value of tangible personal property on the business site as contained on the Martin County tangible personal property ad valorem tax roll and as reported on Tangible Personal Property (TPP) form DR-405. The value of the tangible personal property shall be determined on a yearly basis by the Martin County Property Appraiser pursuant to Florida Law.

3. The grant amount shall be determined by multiplying the negotiated lower millage rate and the total value of the business’s TPP for the applicable parcel identification number and subtracting that amount from the total amount of TPP taxes levied by the total County millage for the applicable parcel identification number. The negotiated fixed millage rate will be set forth in the terms of the agreement.

4. Grant payments will be made each year only after the applicable tangible personal property tax bill has been paid for the appropriate year (January 1 to December 31) and funds have been received from the Tax Collector by the Board of County Commissioners. The grant funds will be paid by the County to the business within sixty (60) days of receipt by County of such taxes from the Tax Collector.

5. Assuming eligibility each year, the TPPG may be awarded for a period to be determined by the Board of County Commissioners. The agreement may be extended, upon a complete re-evaluation of all factors, including the fixed millage rate, upon approval of the Board of County Commissioners.

6. The agreement may not be transferred or assigned.

**County Administrator and Board of County Commissioners Review**

If the County Administrator finds that the applicant meets the requirements provided herein for the TPPG program, the County Administrator may authorize the TPP program agreement to be presented to the Board of County Commissioners. **Because this program is not an entitlement program, the Board of County Commissioners may accept or reject the request without cause.**

**Application**

Any Applicant seeking to participate in the TPPG program shall file a request with the County Administrator. Any request for TPPG program assistance must be submitted to the County by the Applicant prior to the Applicant deciding whether or not to remain, expand or locate in the Program Area (inducement of decision).

**Application Assistance**
The Business Development Board of Martin County will assist applicants with the application process prior to submission to the County Administrator.
MARTIN COUNTY TANGIBLE PERSONAL PROPERTY GRANT
PROGRAM AGREEMENT

This AGREEMENT made and entered this __ day of ___________, 2015, between MARTIN COUNTY BOARD OF COUNTY COMMISSIONERS, a political subdivision of the State of Florida, (the “County”), and FLORIDA POWER & LIGHT COMPANY (the “Company”), a Florida corporation.

WITNESSETH:

WHEREAS, the County established the Martin County Tangible Personal Property Grant Program (TTPG) Guidelines to be utilized within the Martin County Enterprise Zone by adoption of Resolution No. 15-2.5; and

WHEREAS, pursuant to such TTPG Guidelines, the County and the Company entered into a one year Tangible Personal Property Grant Program Agreement dated February 17, 2015; and

WHEREAS, the Board amended such TTPG Program and Guidelines to address the expiration of the Martin County Enterprise Zone on December 31, 2015 by adoption of Resolution No. _______; and

WHEREAS, pursuant to such TTPG Guidelines, the Company has submitted a request to the County to consider a longer term grant from the Martin County Tangible Personal Property Grant Program (TTPG), attached hereto and incorporated herein as Exhibit “A,” as a Business Operation that is located or existing within the County’s Primary Urban Service District boundary and the boundaries of the Indiantown Community Redevelopment Area; and

WHEREAS, the Company has committed to invest in real property improvements in the form of new warehouse space and blacktop paving for its Facility; and

WHEREAS, the Company’s request has been reviewed by County and determined to comply with its TTPG Guidelines; and

WHEREAS, the County and the Company desire to set forth their understanding and agreement as to the requirements of the TTPG and the obligations of the parties regarding the TTPG.

NOW, THEREFORE, in consideration of the foregoing, the mutual benefits, promises and undertakings of the parties to this Agreement, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby covenant and agree as follows.

Section 1. Definitions.

For purpose of this Agreement, the following terms shall have the following definitions:
a. "Tangible Personal Property (TPP)" means all tangible personal property required to be reported on Florida Department of Revenue form DR-405 for the tax year beginning January 1, 2016 in accordance with all State laws, rules and regulations. Such TPP shall be further identified in the Martin County Property Appraiser's parcel identification number 1000-6002-7823.

b. "Facility" means the Company's business operation located within the Martin County's Primary Urban Service District boundary and the Indiantown Community Redevelopment Area Boundary on which tangible personal property is located. The Facility is more particularly depicted in Exhibit "B" which is attached hereto and incorporated herein.

c. "Negotiated Lower Millage Rate" means 4 mills.

Section 2. Grant Amount and Payment.

a. Grant Amount: The TPPG program grant amount for each tax year during the terms of this Agreement shall be determined by multiplying the negotiated lower millage rate by the total value of Company’s TPP for parcel identification number 1000-6002-7823 and subtracting this amount from the total amount of TPP taxes levied by the total County millage for the above referenced parcel identification number.

b. Payment: If the Company has fulfilled its obligations regarding its tangible personal property as set for herein, the County will remit the grant amount as calculated in paragraph (a) above following Company’s full payment of the tax bill levied against Company’s tangible personal property more particularly identified in Section 1a herein and receipt by County of its portion of such taxes from the Tax Collector. Such payment shall be made by the County to the Company within sixty (60) days of receipt by County of such taxes each year from the Tax Collector.

Section 3. Requirements for Payment.

a. TPP Requirements: The Company cannot guarantee a minimum TPP value for the Facility due to ever changing business strategies making a definitive forecast difficult and complex, and because an Act of God (hurricane, tornado, tsunami, etc.) may require the Company to decrease inventory to restore electricity to its customers, the Company will continue to identify additional slow moving and high value tangible personal property at other Company locations to relocate to its Indiantown Facility.

b. Determination of Inability to Comply: If the Company determines at any time that the Company is unable or unwilling to meet and maintain its tangible personal property value from the previous tax year; the Company shall promptly notify the County of such determination.

Section 4. Term.

The term of this Agreement shall be effective from January 1, 2016 to December 31, 2020.

Section 5. Notices.
Any notices required or permitted under this Agreement shall be given in writing, and shall be deemed to be received upon receipt or refusal after mailing of the same in the United States Mail by certified mail, postage fully pre-paid or by overnight courier (refusal shall mean return of certified mail or overnight courier package not accepted by the addressee):

If to the Company, to: With a copy to:

Florida Power & Light Company
700 Universe Boulevard  ISC/JB
Juno Beach, FL 33408
Attention: Ronald Reagan
Vice President, Integrated Supply Chain
Florida Power & Light Company
700 Universe Boulevard  PSX/JB
Juno Beach, FL 33408
Attention: Tom Flowers
Director, Property & Sales Tax

If to the COUNTY, to: With a copy to:

Taryn Kryzda
County Administrator
County Administrative Center
2401 S.E. Monterey Road
Stuart, FL 34996
Michael D. Durham
County Attorney
County Administrative Center
2401 S.E. Monterey Road
Stuart, FL 34996

Section 6. **Miscellaneous.**

a. **This Agreement is neither a general obligation of the COUNTY, nor is it backed by the full faith and credit of the COUNTY.**

b. **Forum; Venue.** 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 Martin 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 by 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.

c. **No Discrimination Certification.** The Applicant 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 and in accordance with all applicable federal and state laws and regulations.

d. **Attorney’s Fees.** 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 parties expressly agree that each party will bear its own attorney’s fees incurred in connection with this Agreement.

The parties expressly and specifically hereby waive the right to a jury trial as to any issue in any way connected with this Agreement.
e. **Assignment.** The Applicant shall not assign this Agreement to any other persons or firm without first obtaining County's written approval.

f. **Amendment.** This agreement may be amended only by written agreement of the parties. A party requesting amendment of the Agreement must propose such amendment in writing to the other party prior to the proposed effective date of the amendment.

g. This Agreement incorporates and includes all prior and contemporaneous negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior contemporaneous representatives or agreements, whether oral or written.

h. If any term or provision of this Agreement or the application thereof to any person or circumstance shall, to any extent be held invalid or unenforceable for the remainder of this agreement, then the Application of such term or provision to person 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.

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

**ATTEST:**

BOARD OF COUNTY COMMISSIONERS  
MARTIN COUNTY, FLORIDA

CAROLYN TIMMANN, CLERK  
OF THE CIRCUIT COURT AND  
COMPTROLLER

ED FIELDING, CHAIRMAN

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

MICHAEL D. DURHAM  
COUNTY ATTORNEY

FLORIDA POWER & LIGHT COMPANY

WITNESS  
By: Ronald Reagan, VP, Integrated Supply Chain

WITNESS  
By: Tom Flowers, Director, Property & Sales Tax
February 19, 2015

Sarah W. Woods
Senior Assistant County Attorney
Martin County Attorney’s Office
2461 SE Monterey Road
Stuart, Florida 34996

Dear Ms. Woods:

Tuesday was a great day for both Florida Power & Light (FPL) and Martin County (County) when the Board of County Commissioners ratified our Property Tax Grant agreement. Thank you for playing such a significant role in helping both sides reach our respective goals. The one-year deal allowed FPL to demonstrate its commitment to the County and to the Indiantown community, and the trust that the County placed in FPL by ratifying the one-year agreement was not misused.

In the spirit of a continued partnership between FPL and the County, FPL respectfully requests that the Board of County Commissioners consider a longer term Property Tax Grant Agreement involving Tangible Personal Property inventories held in the Indiantown Enterprise Zone.

FPL is committed to investing in real property infrastructure in the form of new warehouse space and blacktop paving to house even more highly valued inventory at its site in Indiantown. Plans that have been commissioned by FPL to expand its facilities in Indiantown are included for your consideration and as evidence of our further commitment to grow our business in Martin County.

We are excited to move forward with our future plans, and fully expect to strengthen our strong relationship with the County. If there is anything else I can provide to help this process move forward, please don’t hesitate to call me at 561/ 691-7618 or email me at tom.flowers@fpl.com.

Respectfully,

Tom Flowers, CMI
Director, Property & Sales Tax
Florida Power & Light

cc: David Powers, Indiantown Enterprise Zone President
cc: Tim Dougher, Business Development Board of Martin County