



**II. FISCAL IMPACT ANALYSIS**

**A. Five Year Summary of Fiscal Impact:**

Fiscal Years	2014	2015	2016	2017	2018
Capital Expenditures	200,000				
Operating Costs					
External Revenues					
Program Income					
In-Kind Match (County)					
<b>NET FISCAL IMPACT</b>	<b>200,000</b>				

# ADDITIONAL FTE POSITIONS (Cumulative)	-0-				
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Is Item Included In Current Budget? Yes \_\_\_\_\_ No \_\_\_\_\_

Budget Account No.:

Fund \_\_\_\_\_ Dept \_\_\_\_\_ Unit \_\_\_\_\_ Object \_\_\_\_\_ Program Code/Period \_\_\_\_\_

**B. Recommended Sources of Funds/Summary of Fiscal Impact:**

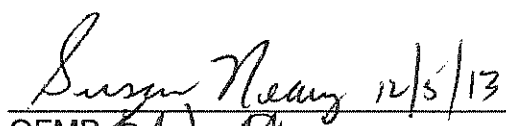
The source of funds is from general fund contingency reserves dollars for the Job Growth Incentive Grant if so approved by the Board of County Commissioners.

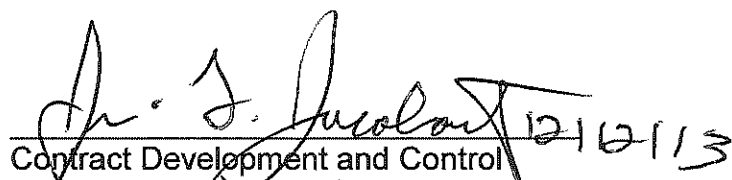
**C. Departmental Fiscal Review:**

  
 Shairette Major, Fiscal Manager I

**III. REVIEW COMMENTS**

**A. OFMB Fiscal and/or Contract Development and Control Comments:**

  
 Susan Nelson 12/5/13  
 OFMB 510  
 12/4 12/5

  
 J. J. Jucolant 12/10/13  
 Contract Development and Control  
 12-11-13

**B. Legal Sufficiency:**

  
 12/12/13  
 Chief Assistant County Attorney

**C. Other Department Review:**

\_\_\_\_\_  
 Department Director

## Economic Development Incentive Grant Agreement

**THIS AGREEMENT**, dated as of this \_\_\_\_\_ day of \_\_\_\_\_, 2013, by and between **PALM BEACH COUNTY**, a political subdivision of the State of Florida, (hereinafter the "COUNTY") and **SBA COMMUNICATIONS CORPORATION**, a Florida corporation, whose Federal I.D. Number is 650716501 (hereinafter the "COMPANY").

### PART I RECITALS

**WHEREAS**, it is the policy of the COUNTY to encourage and stimulate economic growth in Palm Beach County by either attracting new businesses to Palm Beach County or by assisting local expanding businesses within Palm Beach County that would otherwise expand elsewhere; and

**WHEREAS**, the creation of new full time employment opportunities for residents of Palm Beach County and the tax revenues resulting from business relocation or expansion within Palm Beach County is beneficial to the local economy; and

**WHEREAS**, the State of Florida has determined that counties may expend funds to attract and retain business enterprises, and that the use of public funds toward the achievement of such economic development goals constitutes a public purpose; and

**WHEREAS**, the COUNTY has determined that offering an Economic Development Incentive Grant encourages either existing businesses to remain and/or expand, or new businesses to establish a facility in Palm Beach County and thereby create employment opportunities for the residents of Palm Beach County; and

**WHEREAS**, the COMPANY is committing to invest \$37.2 million to purchase and renovate property in Boca Raton, FL for its corporate headquarters, and create 86 new permanent full-time jobs over three (3) years at an annualized average wage of \$58,200, and retain the new jobs along with its existing 352 jobs for five (5) years; and

**WHEREAS**, the COMPANY is seeking incentives from the COUNTY and from City of Boca Raton, for which the County and City have each agreed to provide to COMPANY incentives based on each new job created and maintained, along with existing jobs retained, for a maximum contribution of \$200,000 from the COUNTY and a maximum contribution of \$200,000 from the City of Boca Raton; and

**WHEREAS**, the Board of County Commissioners on September 10, 2013, conceptually approved a Job Growth Incentive Grant to COMPANY in an amount not to exceed \$200,000; and

**WHEREAS**, the COUNTY finds and declares that it is in the public interest to award an Economic Development Incentive Grant to the COMPANY pursuant to the terms of this Agreement.

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

### PART II DEFINITIONS

1. **Definitions:** The below terms as used in this Agreement shall mean:

A. **New Job:** Shall include an employee in a full time job working a minimum of 1,820 hours annualized (inclusive of vacation, holidays, sick leave, and other paid activities), a Full Time Equivalent Job or a Relocated Employee. Each New Job shall also:

(1) Result in a net increase in the number of the COMPANY'S Palm Beach County employees; and

- (2) Involve only an employee working on-site at the COMPANY'S Palm Beach County facility at the address shown in Exhibit A attached hereto and made a part hereof.
- B. Full Time Equivalent Job: Shall mean any two or more part-time employees whose sum total work hours, inclusive of vacation and holidays, equals 1,820 hours annualized. Notwithstanding the foregoing, the 1,820 hours annualized shall be determined pursuant to the job requirement of the employee, and not the actual number of hours clocked at work, allowing for vacation, holiday and sick leave.
- C. Relocated Employee: Shall mean either an employee in a full time job working a minimum of 1,820 hours annualized (inclusive of vacation and holidays), or a Full Time Equivalent Job that is identified on the COMPANY'S payroll who transferred to the COMPANY'S facility in Palm Beach County from a COMPANY facility in a location other than one located in a county adjacent to the borders of Palm Beach County. Notwithstanding any provision in this Agreement to the contrary, for all purposes under this Agreement it shall be deemed that any employee in a full time job working a minimum of 1,820 hours annualized (inclusive of vacation and holidays), or a Full Time Equivalent Job that is identified on the COMPANY'S payroll, who transferred to the COMPANY'S facility in a location other than one located in a county adjacent to the borders of Palm Beach County prior to the Effective Date for the purpose of effectuating COMPANY'S facility in Palm Beach County is a Relocated Employee deemed to have transferred to Palm Beach County after the Effective Date and shall constitute a New Job.
- D. Full Time Contract Employee: Not Applicable.
- E. Annualized Average Wage: Actual annual wage, salaries, and other payments for Full Time Equivalent Jobs to be created under this Agreement as follows:

wages; salaries; benefits; commissions; bonuses; drawing accounts (advances to employees against future earnings); prizes and awards (if given by employer for employment); vacation pay; payment to employees of difference between regular pay and jury pay; payments to employees temporarily absent while in military service; wages earned before death but paid after death; dismissal pay; sick pay (not made under a plan or system); and supplemental payments (difference between workers' compensation and employee's salary).

### PART III WHOLLY OWNED AFFILIATES

1. Establishment of Wholly Owned Affiliates: The COMPANY may create or purchase wholly owned affiliates in connection with activities undertaken by the COMPANY pursuant to this Agreement. All wholly owned affiliates, thus created or purchased, shall be under the full control of the COMPANY, and the COMPANY shall oblige all such wholly owned affiliates to comply with the requirements of this Agreement as provided for herein.
2. Notification of Wholly Owned Affiliates: The COMPANY shall, within thirty (30) days of its creation or purchase of a wholly owned affiliate in connection with this Agreement, notify the COUNTY in writing of such wholly owned affiliates by divulging to the COUNTY the name of such entity and the location of the entity's facilities, and the COMPANY shall provide the COUNTY, to the COUNTY'S satisfaction, documentation evidencing the COMPANY'S full control of such wholly owned affiliates.
3. Acceptance of Jobs and Capital Investment Created by Affiliates: Notwithstanding that COUNTY is allowing COMPANY and the wholly owned affiliates of COMPANY to create and maintain said jobs and create such Capital

Investment, COMPANY agrees that this Agreement is solely between COMPANY and COUNTY and COUNTY has the right, in its sole and absolute discretion to reject or accept any or all jobs created by COMPANY'S wholly owned affiliates. The COUNTY hereby acknowledges that SBA Network Services, LLC and SBA HQ, LLC, Florida limited liability companies, are approved wholly owned affiliates for purposes of this Agreement.

#### PART IV COMPANY OBLIGATIONS

1. **New Job Creation:** The COMPANY shall create **86 New Jobs** within three (3) years of the Effective Date.
2. **Existing Job Retention:** The COMPANY shall retain **352 existing jobs** ("Retained Jobs") for five (5) years from the Effective Date.
3. **New Job Maintenance:** The COMPANY shall maintain the required New Jobs for a period of five (5) years from the date each New Job was created.
4. **Salaries:** The COMPANY shall pay an Annualized Average Wage per annum equal to or greater than \$58,200, for each New Job created under this Agreement.
5. **Capital Investment:** The COMPANY shall make a minimum Capital Investment of \$37.2 million at the address shown on Exhibit A attached hereto and made a part hereof.

#### PART V PERFORMANCE PERIOD

1. **Effective Date:** This Agreement is effective July 17, 2013.
2. **Termination Date:** This Agreement shall terminate on July 17, 2023.

#### PART VI INCENTIVE AMOUNTS

1. **Job Growth Incentive Grant:** The COMPANY is eligible to receive from the COUNTY, in the form of a cash subsidy, an amount not to exceed \$200,000.
2. **Job Growth Incentive Grant Distributions:** The COUNTY shall, upon receipt of an annual written request from the COMPANY and receipt of an Annual Job Creation and Maintenance Report found satisfactory to the COUNTY and as required by Part VIII.1 of this Agreement, disburse Grant funds to COMPANY in the per new job and existing job retained amount of \$456.62. The maximum amount that COUNTY is obligated to disburse is Two Hundred Thousand Dollars (\$200,000).

As a prerequisite to making the initial disbursement of Grant funds, the COUNTY shall have received the form of security required herein.

3. **Conditions Prior to Distribution of Job Growth Incentive Grant Funds:** The COMPANY shall provide the COUNTY a clean, irrevocable Letter of Credit, Bond, cash bond, or equivalent form of security, in a form acceptable to the COUNTY in its sole discretion, acting reasonably, which Letter of Credit, Performance Bond, or cash bond shall be provided in accordance with the COUNTY'S PPMs: CW-F-055 or CW-F-56 respectively. The form of security must be provided to the County in the amount of the requested disbursement pursuant to this Part VI.2, as a precondition to the COUNTY making any disbursements contemplated herein.

The form of security shall remain in effect until the COUNTY has received the Final Job Creation and Maintenance Performance Audit and verified that the COMPANY has complied with the requirements outlined in this Agreement, or as

indicated below.

Upon the COUNTY'S determination that the COMPANY has satisfactorily complied with the terms of this Agreement, the COUNTY shall notify the COMPANY that the form of security is considered released.

In the event said Retained Jobs and New Jobs have been maintained for the five (5) years as required by Part IV.2 and IV.3 of this Agreement, COMPANY will be permitted to decrease the amount of the form of security by the per new job and existing jobs retained award amount (\$456.62) provided that COMPANY first submits, and COUNTY approves, the required Annual Job Creation and Maintenance Report as it relates to those jobs maintained for the five (5) year period. Said Report shall be satisfactory to the COUNTY in its sole discretion, acting reasonably, verifying the COMPANY's compliance with Part IV of this Agreement.

## PART VII ADVERTISING, RECRUITING AND JOB INFORMATION

1. **Job Advertising:** The COMPANY shall undertake advertising of the job openings in Palm Beach County to provide sufficient notice to Palm Beach County's residents concerning the availability of COMPANY'S new positions. The advertising regarding the new jobs at COMPANY'S facility in Palm Beach County must be countywide, include Hispanic and Minority news venues, and not limited to a single advertisement.
2. **Job Availability:** The COMPANY shall coordinate with the following agencies regarding new job opportunities:
  - A. Workforce Alliance, Inc.  
1951 N Military Trail, Suite D  
West Palm Beach, FL 33409  
Attention: Executive Director
  - B. The Glades Workforce Development Center  
1085 S Main Street  
Belle Glade, FL 33430  
Attention: Chairperson
3. **Low-income Residents:** The COMPANY shall, to the greatest extent commercially feasible, provide low-income residents opportunities for employment at the COMPANY.
4. **Resident Preference:** The COMPANY shall, to the greatest extent commercially feasible, without risk of violating any laws, develop and implement hiring policies that provide Palm Beach County residents preference in the hiring process.
5. **Local Businesses:** The COMPANY shall to the extent commercially feasible, without risk of violating any laws, award contracts in connection with this Agreement to eligible business concerns located in or owned in substantial part by persons residing in Palm Beach County.
6. **Transportation To And From Job Location:** The COMPANY shall provide the following information to employees it hires by posting such information on its web site or by providing in written form:
  - A. The bus stop location closest to COMPANY'S office;
  - B. The name and location of Tri-Rail train station closest to COMPANY'S office;
  - C. Information about COMPANY'S car pool program (if one exists); and

- D. Directions to COMPANY'S office from Interstate 95.

**PART VIII  
AUDITS AND REPORTS**

1. **Annual Job Creation and Maintenance Reports:** The COMPANY shall provide the COUNTY'S Department of Economic Sustainability with an Annual Job Creation and Maintenance Report, satisfactory to the COUNTY in its sole discretion, acting reasonably, verifying the COMPANY'S compliance with the requirements of PART IV of this Agreement. Such Annual Job Creation and Maintenance Report shall comply with the following:
  - A. Identify each job created and the date it was created.
  - B. Identify each job created and the duration of its maintenance period to date.
  - C. Report on the annualized average wage for New Jobs that were created and maintained.
  - D. Identify each existing job retained and the duration of its maintenance period to date.
  - E. Report on the number of Palm Beach County residents hired to date.
  - F. The Annual Job Creation and Maintenance Report shall be submitted to the COUNTY'S Department of Economic Sustainability within thirty (30) days after the first anniversary of the grant and every year thereafter until the grant termination.
  
2. **Final Job Creation and Maintenance Performance Audit:** The COMPANY shall provide the COUNTY'S Department of Economic Sustainability a written Final Job Creation and Maintenance Performance Audit in a format similar to the sample audit shown on Exhibit B attached hereto (hereinafter "Audit") satisfactory to the COUNTY in its sole discretion, acting reasonably, verifying the COMPANY'S compliance with the requirements of PART IV of this Agreement. Such Audit, which shall be prepared at the COMPANY'S sole cost and expense, shall comply with the following:
  - A. The Audit shall be conducted and prepared by a Certified Public Accountant (CPA) according to standards established by the American Institute of Certified Public Accountants and shall be submitted on the CPA's letterhead.
  - B. The CPA shall "examine" the COMPANY'S records, statements, and schedules and those of all wholly owned affiliates created or purchased by the COMPANY in connection with this Agreement, to verify the accuracy of the number of New Jobs created and maintained and Retained Jobs, as required in Part IV of this Agreement, and to verify the annualized average wage for the New Jobs. The CPA shall express a written "opinion" in the Audit regarding the number of New Jobs created in compliance with this Agreement and the annualized average wage for these New Jobs, and the satisfaction of the maintenance requirement for the Retained Jobs.
  - C. The CPA's report shall attest to examining evidence supporting the COMPANY'S schedules of New Jobs and the annualized average wage of the New Jobs, and the schedules of Retained Jobs, and those of the wholly owned affiliates stated immediately above.
  - D. The CPA's report must provide the annualized average wage for the category below:

- (1) All New Jobs: Identify the annualized average wage of all New Jobs including all exempt and non-exempt employees and all officers and senior corporate executives that are included in the number of New Jobs to be created as required by this Agreement.
- E. The accuracy of the number, hire dates and annualized average wage of all New Jobs as represented by the COMPANY shall be verified in the Audit by the CPA to the COUNTY'S satisfaction.
- F. The Audit may be performed in conjunction with other auditing services.
- G. A report by a CPA that is a "review or agreed-upon procedures report" on the COMPANY'S representations shall not be deemed to meet the Audit requirements of this Agreement.
- H. The Audit shall be submitted to the COUNTY'S Department of Economic Sustainability within ninety (90) days after the expiration date of the maintenance period for the last New Job created as set forth in Part IV.3.

### PART IX GENERAL CONDITIONS

1. **Obligation and Annual Appropriation**: The COUNTY'S obligation to pay under this Agreement is contingent upon annual appropriation for its purpose by the COUNTY. To the extent the annual appropriation amount is reduced, the corresponding obligation of the COMPANY shall be similarly and proportionately reduced.
2. **Non-Discrimination**: 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, familial status, sexual orientation, gender identity and expression. Upon receipt of evidence of such discrimination, the COUNTY shall have the right to terminate this Agreement.
3. **Workers' Compensation and Employers' Liability**: The COMPANY shall maintain Workers' Compensation Insurance & Employers' Liability in accord with Florida Statutes Chapter 440 for all jobs set forth in this Agreement. Coverage shall be provided on a primary basis.
4. **Convicted Vendor List**: As provided in F.S. 287.132-133, by entering into this Agreement or performing any work in furtherance hereof, the COMPANY certifies that it, and its affiliates who will perform hereunder, have not been placed on the Convicted Vendor List maintained by the State of Florida Department of Management Services within thirty-six (36) months immediately preceding the date of execution of this Agreement by the COUNTY. This notice is required by F.S. 287.133(3) (a).
5. **Successors and Assigns**: The COUNTY and the COMPANY each binds itself and its partners, wholly owned affiliates, successors, executors, administrators and assigns to the other party and to the partners, wholly owned affiliates, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Except as above, neither the COUNTY nor the COMPANY shall assign, sublet, convey or transfer its interest in this Agreement without the prior written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the COUNTY, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the COUNTY and the COMPANY. In the event that the COUNTY determines that the COMPANY is in violation of this paragraph, the COUNTY shall have the right to terminate this Agreement and to seek restitution of the funds paid by the COUNTY to the COMPANY.
6. **Name Change**: Prior to the COMPANY changing the name of the COMPANY the COMPANY shall immediately provide the COUNTY written notice regarding this



change to COMPANY'S name.

7. **Material Change of Circumstances:** The COMPANY shall immediately notify the COUNTY of any material change of circumstances for the COMPANY'S business operations in Palm Beach County. For the purposes hereof, material change of circumstance shall include, but not be limited to, the failure of the COMPANY to diligently and actively pursue fulfillment of the terms hereof, the sale or transfer of COMPANY'S assets for the benefit of creditors, COMPANY'S relocation outside of Palm Beach County, the suspension, closing or cessation of operation of the COMPANY, voluntary or involuntary bankruptcy or an assignment for the benefit of the COMPANY'S creditors. In the event of a material change of circumstances, the COUNTY shall have the right to terminate this Agreement, whereupon the COUNTY shall have no further obligation to the COMPANY under this Agreement.
8. **Entire Agreement Between Parties:** 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. No provision of this Agreement is intended to, or shall be construed to create any third party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizen or employees of the COUNTY and/or COMPANY.
9. **Waiver:** If the COUNTY shall waive any provisions of the Agreement, or shall fail to enforce any of the conditions or provisions of this Agreement, such waiver shall not be deemed to be a continuing waiver and shall never be construed as such; and the COUNTY shall thereafter have the right to insist upon the enforcement of such conditions or provisions.
10. **Invalid or Unenforceable Terms:** If any term or provision 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.
11. **Performance Time and Liability:** The parties expressly agree that time is of the essence in this Agreement and the failure by a party to complete performance within the time specified, or within a reasonable time if no time is specified herein, shall, at the option of the other party without liability, in addition to any other rights or remedies, relieve the other party of any obligation to accept such performance.
12. **Defaults:** The occurrence of any one or more of the following events shall constitute a Default hereunder:
  - A. Vacating, abandoning, or closing the COMPANY'S business.
  - B. Relocating the COMPANY'S business in Palm Beach County outside Palm Beach County, provided, however, that it shall not be a default hereunder for the COMPANY to locate future expansions of the COMPANY's business outside Palm Beach County.
  - C. Failure of the COMPANY to submit an acceptable form of security to the COUNTY and to maintain that form of security in effect for the period set forth in this Agreement.
  - D. Failure of the COMPANY to create the number of New Jobs as required in this Agreement.
  - E. Failure of the COMPANY to maintain the required number of New Jobs for each job's required maintenance period.

- F. Failure of the COMPANY to maintain the Retained Jobs for the required time period.
- G. Failure of the COMPANY to make the capital investments required.
- H. Failure of the COMPANY to submit to the COUNTY the Annual Job Creation and Maintenance Report and/or the Audit as required in this Agreement.
- I. Failure of the COMPANY to observe or perform any of the material terms, covenants, conditions, obligations, or provisions of this Agreement to be observed or performed by the COMPANY where such failure continues for a period of thirty (30) days after written notice thereof from the COUNTY to the COMPANY; provided, however, that if the nature of COMPANY'S default is such that more than thirty (30) days are reasonably required for its cure, then COMPANY shall not be deemed to be in default if the COMPANY commenced such cure within said thirty (30) day period and thereafter diligently pursues such cure to completion.
- J. The making by the COMPANY of any general assignment, or general arrangement for the benefit of creditors.
- K. The filing by or against COMPANY of a petition to have the COMPANY adjudged bankrupt or a petition for reorganization or arrangement under any law relating to bankruptcy (unless, in the case of a petition filed against COMPANY, the same is dismissed within sixty (60) days.
- L. The appointment of a trustee or receiver to take possession of substantially all of COMPANY'S assets where possession is not restored to COMPANY within thirty (30) days.
- M. The attachment, execution or other judicial seizure of substantially all of COMPANY'S assets located within Palm Beach County where such seizure is not discharged within thirty (30) days.
- N. The discovery by the COUNTY that any financial statement relating to this Agreement given to the COUNTY was materially false.
- 13. **Remedies:** In the event of a Default by the COMPANY, the COUNTY may at any time thereafter, terminate this Agreement. In such event, the COUNTY shall be entitled to recover immediately upon demand from the COMPANY or any party joining in or consenting to this Agreement. Nothing herein shall prevent the COUNTY and COMPANY from amending this agreement or coordinating a mutually agreeable plan for repayment of applicable sums paid by the COUNTY to the COMPANY, or to the State of Florida, as applicable, pursuant to this Agreement.
- 14. **Law and Remedy:** This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Agreement shall be held in Palm Beach 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.
- 15. **Regulations:** The COMPANY shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, to include conflict of interest and collusion. The COMPANY is presumed to be familiar with all federal, state and local laws, ordinances, codes and regulations that may affect the services offered.
- 16. **Headings:** The headings of the sections, paragraphs, divisions, subdivisions, part and subparts of this Agreement are for the convenience of reference only, and shall not limit or otherwise affect any of the terms hereof.

17. **Number and Gender:** Whenever the singular or plural number, masculine or feminine or neuter gender is used herein, it shall equally include the others and shall apply jointly and severally.
18. **Access To Records:** Upon thirty (30) business days notice and at any time during normal business hours and as often as the COUNTY deems necessary, there shall be made available by the COMPANY to the COUNTY for examination, all its records with respect to all matters covered by this Agreement. The COUNTY reserves the right to conduct an inspection of the COMPANY'S records regarding performance measures with respect to matters covered by this Agreement at any time for any period covered by this Agreement. The COUNTY shall maintain the confidentiality of such records subject to Section 119.07 of the Florida Statutes.
19. **Office Of The Inspector General:** Palm Beach County has established the Office of Inspector General in Palm Beach County Code, Section 2-421 - 2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed COUNTY contracts, transactions, accounts and records, to require the production of records, and to audit, investigate, monitor, and inspect the activities of the COMPANY, and its wholly owned affiliates, its officers, agents, employees, and lobbyists in order to ensure compliance with contract requirements and detect corruption and fraud. Failure to cooperate with Inspector General or interfering with or impeding any investigation shall be in violation of Palm Beach County Code, Section 2-421 - 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.
20. **Indemnification And Hold Harmless:** The COMPANY agrees to protect, defend, reimburse, indemnify and hold the COUNTY, its agents, its employees and elected officers and each of them, free and harmless at all times from and against any and all claims, liability, expenses, losses, costs, fines and damages, including attorney's fees, and causes of action of every kind and character against and from the COUNTY which arise from any act or omission by SBA or its officers, agents or employees under this Agreement. The COMPANY recognizes the broad nature of this indemnification and hold harmless clause, and voluntarily makes this covenant and expressly acknowledges the receipt of good and valuable consideration provided by the COUNTY in support of this clause in accordance with the laws of the State of Florida. This Paragraph shall survive the termination of the Agreement.
21. **Notices:** All notices from the COMPANY to the COUNTY and the COUNTY to COMPANY required or permitted by any provision of this Agreement shall be in writing and sent by registered or certified mail and addressed as follows:

TO COUNTY: Board of County Commissioners  
c/o Palm Beach County Attorney's Office  
301 N. Olive Avenue, Suite 601  
West Palm Beach, FL 33401  
Attn: Dawn Wynn, Senior Assistant County Attorney

TO COMPANY: SBA Communications Corporation  
5900 Broken Sound Parkway NW  
Boca Raton, FL 33487  
Attn: Thomas B. Hunt, Sr. Vice President & General Counsel

Such addresses may be changed by written notice to the other party.

22. **Third Party Beneficiaries:** No provision of this Agreement is intended to, or shall be construed to, create any third party beneficiary or to provide any rights to any person or entity not a party to this Agreement, including but not limited to any citizen or employees of the COUNTY and/or COMPANY.
23. **Counterparts:** This Agreement, consisting of twelve (12) enumerated pages, which include the exhibits referenced herein, may be executed in one or more

counterparts, all of which shall constitute collectively but one and the same instrument.

**PART X  
REQUIREMENTS APPLICABLE TO WHOLLY OWNED AFFILIATES**

In addition to instances where the requirements of this Agreement are expressly set forth to be applicable to wholly owned affiliates of the COMPANY, the requirements of the below listed Parts and Subparts shall also apply to all such wholly owned affiliates:

- A. PART IV: Subparts 1, 3 and 4.
- B. PART VII: Subparts 1, 2, 3, 4, 5 and 6.
- C. PART IX: Subparts 2, 3, 4, 6, 7, 15, 18, 19, 20 and 22.

**(REMAINDER OF PAGE INTENTIONALLY LEFT BLANK)**

IN WITNESS WHEREOF, the COMPANY and the COUNTY have caused this Agreement to be executed on the date first above written.

Signed, sealed and delivered  
in the presence of:

**SBA COMMUNICATIONS CORPORATION,**  
a Florida Corporation

Witnesses:

\_\_\_\_\_  
Witness Signature

By: \_\_\_\_\_

\_\_\_\_\_  
Print Witness Name

STATE OF FLORIDA  
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_, who is personally known to me, or who produced \_\_\_\_\_ as identification and who did/did not take an oath.

Signature: \_\_\_\_\_

(NOTARY SEAL ABOVE)

Notary Name: \_\_\_\_\_  
Notary Public - State of Florida

(COUNTY SEAL BELOW)

**PALM BEACH COUNTY, FLORIDA, a  
Political Subdivision of the State of Florida**

**BOARD OF COUNTY COMMISSIONERS**

ATTEST: Sharon R. Bock,  
Clerk & Comptroller

By: \_\_\_\_\_  
\_\_\_\_\_, Mayor

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

Document No.: \_\_\_\_\_

Approved as to Form  
And Legal Sufficiency

Approved as to Terms and Conditions  
Department of Economic Sustainability

By: \_\_\_\_\_  
Dawn S. Wynn,  
Senior Assistant County Attorney

By: \_\_\_\_\_  
Sherry Howard,  
Deputy Director

EXHIBIT A

**ECONOMIC DEVELOPMENT INCENTIVE GRANT AGREEMENT BETWEEN  
PALM BEACH COUNTY AND SBA COMMUNICATIONS CORPORATION**

**COMPANY IDENTIFICATION AND INFORMATION**

QACF application date:

Company Name: **SBA Communications Corporation**

Existing Headquarters:

**5900 Broken Sound Parkway, NW  
Boca Raton, FL 33487**

Address of the company's facility in  
Palm Beach County:

**8051 Congress Avenue Boca Raton, Florida 33487**

Products/services to be  
provided from the company's facility in  
Palm Beach County:

**Headquarters and Administration  
Services**

Business Type:

State of Florida Status: **ACTIVE**

State of Florida Filing Date:

**12/23/1996**

Qualification #: **P96000103330**

Federal ID Number: **650716501**

**EXHIBIT B**

**Sample Final Job Creation and Maintenance Performance Audit**

2014 -

**BOARD OF COUNTY COMMISSIONERS  
PALM BEACH COUNTY, FLORIDA  
BUDGET AMENDMENT**

BGEX 143-  
BGRV 143-

**FUND 1539 Economic Development Office**

ACCT.NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED AS OF 12/2/2013	REMAINING BALANCE
<b><u>REVENUES</u></b>								
800-8000-8000	Tr Fr General Fund 0001	2,376,400	2,400,900	200,000	0	2,600,900		
<b>Total Receipts and Balances</b>		<b>5,514,029</b>	<b>5,538,529</b>	<b>200,000</b>	<b>0</b>	<b>5,738,529</b>		
<b><u>EXPENDITURES</u></b>								
143-1142-8201	Contributions-Non Gov't Agency	0	0	200,000	0	200,000	0	200,000
<b>Total Appropriations &amp; Expenditures</b>		<b>5,514,029</b>	<b>5,538,529</b>	<b>200,000</b>	<b>0</b>	<b>5,738,529</b>		

Signatures & Dates

By Board of County Commissioners  
At Meeting of:

**DEPARTMENT OF ECONOMIC SUSTAINABILITY**  
**INITIATING DEPARTMENT/DIVISION**  
Administration/Budget Department Approval  
OFMB Department - Posted

*[Handwritten Signature]*

December 17, 2013

Deputy Clerk to the  
Board of County Commissioners

*12/2/13*



2014-

BOARD OF COUNTY COMMISSIONERS  
PALM BEACH COUNTY, FLORIDA  
BUDGET TRANSFER

Page 1 of 1 pages

FUND 0001 General Fund

BGEX 143-

Use this form to provide budget for items not anticipated in the budget.

ACCT.NUMBER	ACCOUNT NAME	ORIGINAL BUDGET	CURRENT BUDGET	INCREASE	DECREASE	ADJUSTED BUDGET	EXPENDED/ ENCUMBERED AS OF 12/2/2013	REMAINING BALANCE
<b><u>EXPENDITURES</u></b>								
820-9100-9099	Tr To Economic Development Fd 1539	2,376,400	2,400,900	200,000		2,600,900	297,050	2,303,850
820-9900-9901	Contingency Reserves	20,000,000	19,975,500		200,000	19,775,500	0	
	<b>TOTALS</b>			<u>200,000</u>	<u>200,000</u>			

Administration  
INITIATING DEPARTMENT/DIVISION  
Administration/Budget Department Approval  
OFMB Department - Posted

Signatures \_\_\_\_\_  
*Jimmy Howard*  
\_\_\_\_\_  
\_\_\_\_\_  
Date \_\_\_\_\_  
*12-2-13*  
\_\_\_\_\_  
\_\_\_\_\_

By Board of County Commissioners  
At Meeting of  
December 17, 2013  
Deputy Clerk to the  
Board of County Commissioners

*12/2/13*