

AGENDA ITEM SUMMARY

Meeting: 4/20/2017

Recommending Department: Economic Development

DOC ID: 8176

LSR No: 19522

Resolution -- Approving an Economic Incentive Agreement Between the City of Irving and Allstate Insurance Company in an Amount Not to Exceed \$550,000 Dependent Upon Annual Qualification

Administrative Comments

1. This item is recommended by the Economic Development Department.
2. **Impact:** Approval of this incentive agreement will assist in the expansion of Allstate Insurance Company at its campus at Freeport Parkway in the City of Irving.
3. **This incentive agreement was discussed at the September 9, 2016, and April 5, 2017, Executive Session of the Irving City Council Work Session meeting.**
4. Allstate Insurance Company plans to a consolidate their business functions at their current Irving facility located at 8675 Freeport Parkway; invest \$1,500,000 in new real property upgrades; retain 1,400 current employees and hire a minimum of 150 new employees.
5. The City, along with the Greater Irving-Las Colinas Chamber of Commerce, has worked with Allstate to expand the company operations and their investment in the City of Irving.
6. Minimum qualification levels for this incentive are that Allstate maintain operations at their current Irving facility; maintain real property taxable value of the site at \$33,000,000; maintain current employment of 1,400 and hire at least 150 new employees with an average annual salary of \$63,000.
7. The incentive offers a grant of \$1,000 per each new job hire up to 550 new jobs. It is to be paid in two installments of \$500 each. The first installment is to be paid the year after the employee is hired and the second installment is paid three years later. To qualify for the second installment, the job must still exist. Total value of the job grant incentive is not to exceed \$550,000 (550 jobs).

Recommendation

Staff continues to work with applicant and will have recommendation at City Council meeting.

ADDITIONAL COMMENTS:

Contract Required: Yes

Previous Action: N/A

Review Completed By: Karen Brophy

Council Action: N/A

Discretionary Contract Disclosure Form Required: Yes

Certificate of Interested Parties Form 1295 Required: Yes

ATTACHMENTS:

RES 380 Allstate Insurance Co EDIA (DOCX)

DCD Form - Allstate Insurance Co (PDF)

Form 1295 - Allstate Insurance Co (PDF)

CURRENT YEAR FINANCIAL IMPACT:

N/A

REVISION INFORMATION:

Prepared: 11/7/2016 02:05 PM by Cynthia Castro

Last Updated: 4/14/2017 03:40 PM by Cynthia Castro

CITY OF IRVING

COUNCIL RESOLUTION NO. RES-2017-145

WHEREAS, pursuant to Chapter 380 of the Texas Local Government Code, the City Council has adopted a program for granting public funds to promote local economic development, and stimulate business and commercial activity in the City of Irving; and

WHEREAS, the City Council finds the economic development incentive offered in the attached agreement will promote economic development and stimulate business and commercial activity in the City of Irving;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF IRVING, TEXAS:

- SECTION I. THAT the City Council hereby approves the attached Economic Incentive Agreement between the City of Irving and Allstate Insurance Company, and the Mayor is authorized to execute said agreement.
- SECTION II. THAT the payment of any grant in future budget years, as provided in this Agreement, shall be subject to annual appropriation by the City Council in the annual budget and the City's obligations under this Agreement shall not constitute a general obligation of the City or indebtedness under the constitution or laws of the State of Texas.
- SECTION III. THAT this resolution shall take effect from and after its final date of passage, and it is accordingly so ordered.

PASSED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF IRVING, TEXAS,
on April 20, 2017.

BETH VAN DUYNE
MAYOR

ATTEST:

Shanae Jennings
City Secretary

APPROVED AS TO FORM:

Kuruvilla Oommen
City Attorney

ECONOMIC INCENTIVE AGREEMENT

STATE OF TEXAS §
COUNTY OF DALLAS §
CITY OF IRVING §

This Economic Incentive Agreement ("Agreement"), is entered into on the ___ day of ____, 2017 (the "Effective Date"), by and among the City of Irving, Texas ("City"), a home rule city and municipal corporation of Dallas County, Texas, and Allstate Insurance Company, an Illinois Corporation ("Company"), acting by and through its authorized officers, for the purposes and considerations stated below:

WHEREAS, the City adopted a Comprehensive Policy Statement on Local Economic Development and Business Stimulation Incentives ("Policy Statement"), by the passage of Ordinance No. 9532 on the 12th day of December, 2013, to be used as a guideline for granting incentives; and

WHEREAS, the Policy Statement constitutes appropriate guidelines and criteria governing economic incentive agreements as contemplated by Chapter 380, TEXAS LOCAL GOVERNMENT CODE, the \$1,500 Applicant Fee and contribution to the Chamber of Commerce required by the Policy Statement are hereby waived; and

WHEREAS, the City desires to enter into an Agreement with Company for economic incentives pursuant to Chapter 380 of the TEXAS LOCAL GOVERNMENT CODE, as amended; and

WHEREAS, the contemplated use of the Premises, and the other terms hereof are consistent with encouraging development and diversification of the economy of the state, and are in compliance with the Policy Statement and similar guidelines and criteria adopted by the City and all applicable law; and

WHEREAS, in order to maintain and enhance the commercial and industrial economic and employment base of the City of Irving, the City Council finds that it is in the best interest of the taxpayers for the City to enter into this Agreement;

NOW, THEREFORE, the City and Company for and in consideration of the mutual covenants and promises contained herein, do hereby contract, covenant and agree as follows:

I. DEFINITIONS

Wherever used in this Agreement, the following capitalized terms shall have the meanings ascribed to them:

A. "Full-Time Job" shall mean a position held by a single individual who typically works 40 hours a week at the Premises.

B. "Interest Rate" shall mean the yield to maturity, 360 day equivalent, City earned on its investments as of the end of the most recent quarter, as reported on the City's Quarterly Investment Report, plus 200 basis points.

C. "Minimum Threshold Eligibility Requirements" shall mean (i) the continued occupancy of a minimum of four hundred fifty thousand (450,000) square feet or more of space on the Property (ii) the retention of 1400 existing Full Time Jobs currently located at the Premises, (iii) creation of at least one hundred fifty (150) New Jobs, with an average annual salary of at least \$63,000, by December 31, 2018 and (iv) maintain a "Real Property Value" of at least \$33,000,000.

D. "New Job" shall mean a Full-Time Job with a hire/relocation date after the Effective Date.

E. "Premises" shall mean at least four hundred fifty thousand (450,000) square feet of office buildings improvements occupied by Company, or Related Party, on the Property.

F. "Property" shall mean real property of approximately 23.580 acres, more or less, and improvements, located at 8701 Freeport Parkway, Irving, TX 75063. For purposes of clarity, this parcel includes street addresses 8675 and 8711 Freeport Parkway.

G. "Real Property Value" shall mean the taxable value of the Property, as shown on the tax rolls of Dallas Central Appraisal District ("DCAD"). (Account 32095670000R10000.)

H. "Related Party" shall mean any one or more of the Company's corporate affiliates, successors or permitted assigns or any combination of its corporate affiliates, successors or permitted assigns, as may be designated by Company.

I. "Salary" shall mean remuneration for services, paid in cash, including a fixed payment received at regular intervals, overtime and cash bonus. The term does not include employer provided benefits and non-cash bonuses.

II. ECONOMIC DEVELOPMENT GRANT

A. COMPANY OBLIGATIONS. In consideration of the City entering into this Agreement providing for this Grant, Company agrees that, during the term of this Agreement, it will, or it will cause a Related Party to, comply with the following requirements:

1. Continue to occupy the Premises for a minimum of ten (10) continuous years;
2. Retain at least 1400 Full-Time Jobs at the Premises for a minimum of ten (10) continuous years;
3. Create at least one hundred fifty (150) New Jobs no later than December 31, 2018, with an average annual salary of at least \$63,000 and maintain those jobs thereafter for the Term of this Agreement;

4. Maintain a minimum \$33,000,000 Real Property Value for a minimum of ten (10) continuous years
5. Beginning in 2019, no later than January 31, and each subsequent year, submit to City
 - a. A certification (the "Compliance Certificate") that as of January 1 of that year all conditions of the Agreement have been met including the Minimum Eligibility Requirements; and
 - b. A listing of employees and proof of employment with Company, or Related Party, for a minimum of 1400 Full-Time Jobs at the Premises on the Effective Date; and
 - c. A listing of employee names and proof of employment with Company, or Related Party, for every Full Time Job with a hire/relocation date after the Effective Date with an average annual salary of at least \$63,000, as shown on its year end payroll report for the year previously ended on December 31.
 - d. The listings in (b) and (c) shall be provided in a searchable Excel spreadsheet format. Personal identification information may be redacted, provided adequate information is provided to verify the number of Full-Time Jobs, date of hire and Salary of each person holding the Full-Time Job at the Premises.
6. Use the Premises in accordance with all applicable state and local laws and regulations; diligently and faithfully maintain the Premises in a manner consistent with other office space of a class similar to the Premises, reasonable wear and tear excepted;
7. Use commercially reasonable efforts to purchase services and materials for the Premises from vendors within the City of Irving, if available in Irving at a competitive price.
8. Render the Property to DCAD and remain current on all real and business personal property taxes for the term of this Agreement.
9. Use commercially reasonable efforts to use the words "Irving, Texas" or "Irving, TX" when printing an address on literature, all stationery, business cards, or other printed or electronic materials which identify the Premises.
10. Certify that Company does not and will not knowingly employ an undocumented worker as that term is defined by Section 2264.001(4) of the Texas Government Code. In accordance with Section 2264.052 of the Texas Government Code, if Company is convicted of a violation under 8 U.S.C. Section 1324a(f), Company shall repay to the City the full amount of the Grant made under this Agreement, and interest thereon be charged at the Interest Rate from the date the Grant was made. Repayment shall be paid within one hundred twenty (120) days after the date Company receives notice of violation from the City.

- B. City Grant. In exchange for Company's compliance with all terms and provisions of this Agreement, City shall provide Company an Economic Development Grant (the "Grant") of two components ("Grant-A" and "Grant-B") from lawfully available funds as follows:
1. Scope and Rate of Grant-A – Grant A is in the amount not to exceed \$275,000 calculated as five-hundred dollars (\$500) for each New Job, with an average annual Salary of at least sixty-three thousand dollars (\$63,000), up to a maximum of five-hundred fifty (550) New Jobs. Partial payments of Grant A shall be available in the four (4) consecutive calendar years following 2018. Payment in 2019 will be in an amount calculated as five-hundred dollars (\$500) for each New Job. Payment, if any, in subsequent years shall be calculated as five-hundred dollars (\$500) for each incremental New Job, with an average annual Salary of at least sixty-three thousand dollars (\$63,000), with a hire date in the immediately prior calendar year.
 2. Scope and Rate of Grant-B – Grant B is in the amount not to exceed \$275,000 calculated as five-hundred dollars (\$500) for each New Job, with an average annual Salary of at least sixty-three thousand dollars (\$63,000), up to a maximum of five-hundred fifty (550) New Jobs. Partial payments of Grant B shall be available in the four (4) consecutive calendar years following 2021, in an amount equal to the annual Grant A payment made three years before, provided the number of New Jobs receiving the Grant A are still in existence. As example, if the Grant A of \$75,000 is made in 2019 is \$75,000, then Grant B would be \$75,000 in 2022.
 3. Conditions Precedent to Grant – The following shall be conditions precedent to receiving the Grant
 - a. Compliance Certificate – In the event Company fails to provide the Compliance Certificate by January 31 of any year, there shall be no Grant payment to the Company that year.
 - b. Minimum Real Property Valuation – In the event the Real Property Value falls below \$33,000,000, (value of real property on DCAD tax roll must meet or exceed \$33,000,000) there shall be no Grant allowed that year or any other future year until the Real Property Value equals or exceeds \$33,000,000.
 - c. Minimum Number of existing Full-Time Jobs – In the event the number of existing Full Time Jobs falls below fourteen hundred (1400), there shall be no Grant allowed that year or any other future year until the number of existing Full Time Jobs equals or exceeds one fourteen hundred (1400).
 - d. Minimum Number of New Jobs – In the event the number of New Jobs falls below one hundred fifty (150), there shall be no Grant allowed that year or any other future year until the number of New Jobs equals or exceeds one hundred fifty (150).

- e. Minimum Average Salary – In the event the average annual salary of the New Jobs falls below \$63,000, there shall be no Grant allowed that year or any other future year until the average annual salary of the jobs equals or exceeds \$63,000.
4. Payment of Grant to Company – Each year in which a Grant may be due and payable to Company, the City shall calculate the Grant amount and make the Grant payment, via check or other acceptable means, no later than March 31 of the applicable year, provided ad valorem taxes for the preceding tax year have been paid to the City of Irving. The first year in which a Grant could be due would be for the 2018 calendar year making the first Grant payment due on March 31, 2019.

III. INDEMNIFICATION AND PROVISIONS APPLICABLE TO ALL INCENTIVES

A. Indemnification of Third-Party Claims. COMPANY, ITS RELATED PARTY(IES) AS IDENTIFIED ON ANY ANNUAL COMPLIANCE CERTIFICATE, SUCCESSORS AND ASSIGNS (THE “INDEMNIFYING PARTIES”), SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS THE CITY, TOGETHER WITH THE CITY’S OFFICERS, AGENTS, COUNCIL MEMBERS, EMPLOYEES, ATTORNEYS AND REPRESENTATIVES (COLLECTIVELY, INCLUDING THE CITY, THE “CITY INDEMNIFIED PARTIES”), FROM AND AGAINST ANY AND ALL DAMAGES, LIABILITIES, DEMANDS, CAUSES OF ACTION, CLAIMS, JUDGMENTS, SUITS, COSTS AND EXPENSES (INCLUDING REASONABLE ATTORNEYS’ FEES) MADE BY ANY THIRD-PARTY, TO THE EXTENT ARISING FROM OR RELATED TO THE ECONOMIC DEVELOPMENT NEGOTIATIONS, DISCUSSIONS, PROPOSALS OR THIS AGREEMENT BETWEEN THE CITY AND COMPANY (COLLECTIVELY, “INDEMNIFIED CLAIMS”), REGARDLESS OF THE LEGAL THEORY ASSERTED BY ANY THIRD PARTIES AND REGARDLESS OF WHETHER THE DAMAGES OR CLAIMS OF THIRD PARTIES ARE KNOWN OR FULLY APPRECIATED AT THIS TIME BY COMPANY OR THE CITY. THE INDEMNITIES IN THIS AGREEMENT ARE SPECIFICALLY INTENDED TO OPERATE AND BE APPLICABLE EVEN IF IT IS ALLEGED OR PROVED THAT ALL OR SOME OF THE DAMAGES BEING SOUGHT WERE CAUSED IN WHOLE OR IN PART BY ANY ACT, ERROR, OMISSION, NEGLIGENCE, GROSS NEGLIGENCE, INTENTIONAL CONDUCT, BREACH OF CONTRACT, BREACH OF WARRANTY, VIOLATION OF STATUTE OR COMMON LAW, VIOLATIONS OF THE STATE OR FEDERAL CONSTITUTIONS, OR ANY OTHER CONDUCT WHATSOEVER OF THE INDEMNIFIED PARTIES.

B. Settlement of Indemnified Claims. AS PART OF THEIR DUTY TO DEFEND, THE INDEMNIFYING PARTIES SHALL HAVE THE SOLE RIGHT, IN THEIR SOLE DISCRETION, TO COMPROMISE AND SETTLE, ON BEHALF OF THE CITY INDEMNIFIED PARTIES, ANY OF THE INDEMNIFIED CLAIMS TO WHICH THE INDEMNIFICATION IN SECTION III.A. ABOVE APPLIES, SO LONG AS IN CONNECTION WITH ANY SUCH COMPROMISE AND/OR SETTLEMENT ENTERED

INTO BY THE INDEMNIFYING PARTIES, NO ADMISSION OF LIABILITY ON BEHALF OF THE CITY INDEMNIFIED PARTIES IS MADE AND THE CITY INDEMNIFIED PARTIES ARE UNCONDITIONALLY AND ABSOLUTELY RELEASED FROM ANY LIABILITY RELATING THERETO. THE INDEMNIFYING PARTIES SHALL HAVE THE AUTHORITY TO SELECT, ENTER IN ANY ENGAGEMENT WITH, DISCONTINUE ANY ENGAGEMENT WITH, AND NEGOTIATE THE FEE PAID TO, ANY AND ALL ATTORNEYS TO BE RETAINED IN THE INDEMNIFIED PARTIES' DEFENSE OF ANY INDEMNIFIED CLAIM, HOWEVER, THE CITY SHALL HAVE THE RIGHT TO REJECT THE ENGAGEMENT OF ANY ATTORNEY BASED UPON A CONFLICT OF INTEREST OR ANY OTHER REASONABLE OBJECTION OF THE CITY.

C. Immunity Retained. Nothing contained in this Section shall be construed as constituting a waiver of the City's governmental immunity from suit or liability, which is expressly reserved to the extent allowed by law. The City and Company hereby acknowledge and agree that City is entering this Agreement pursuant to its governmental function and that nothing contained in this Agreement shall be construed as constituting a waiver of the City's governmental immunity from suit or liability, which is expressly reserved to the extent allowed by law.

D. Limited Waiver of Immunity. Notwithstanding anything to the contrary herein, the City and Company hereby acknowledge and agree that to the extent this Agreement is subject to the provisions of Subchapter I of Chapter 271, TEXAS LOCAL GOVERNMENT CODE, as amended, the City's immunity from suit is waived only as set forth in Subchapter I of Chapter 271, TEXAS LOCAL GOVERNMENT CODE.

Should a court of competent jurisdiction determine the City's immunity from suit is waived in any manner other than as provided in Subchapter I of Chapter 271, TEXAS LOCAL GOVERNMENT CODE, as amended, the City and Company hereby acknowledge and agree that in a suit against the City for breach of this Agreement:

- (a) the total amount of money awarded is limited to actual damages in an amount not to exceed the balance due and owed by City under this Agreement;
- (b) the recovery of damages against City may not include consequential damages or exemplary damages;
- (c) Company may not recover attorney's fees; and
- (d) Company is not entitled to specific performance or injunctive relief against the City.

E. No Third-Party Beneficiaries. The provisions of this Section are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any other person or entity.

F. Annual Appropriation. The real property taxes, business personal property taxes and City Sales Taxes described in Section II.B. are being used only as a method to calculate the City's

payment, if any, of the Grant from lawfully available funds. The Grant shall be subject to annual appropriation by the City Council in the annual budget and the City's obligations under this Agreement shall not constitute a general obligation of the City or indebtedness under the constitution or laws of the State of Texas.

G. The Premises is not in an improvement project financed by tax increment bonds.

H. The Premises is not owned or leased by any member of the Irving City Council or any member of the Planning and Zoning Commission of the City.

I. During the term of this Agreement, Company (or its successors and assigns) shall be subject to all applicable City taxation including but not limited to, sales tax and ad valorem taxation on land, inventory and supplies.

J. There shall be no payment of the Grant if the Company is delinquent in any payment of taxes or other obligation to the City. There shall be no payment of the Grant if any real property taxes or business personal property taxes attributable to the Premises or Property is delinquent to the City.

K. Any party's participation in the protest/appeal process of property values through the DCAD does not constitute failure to comply with the terms of this Agreement.

IV. TERM

This Agreement is effective as of the Effective Date, for a term concluding no later than June 30, 2027. In the event the Minimum Threshold Eligibility Requirements are not met by January 1, 2019, this Agreement shall automatically terminate and no payment shall be due to Company.

V. RECORDS AND AUDITS

Throughout the term of this Agreement, the City or its agents shall have reasonable access to Company's Premises (upon thirty days' prior notice to Company) for the purpose of inspecting same to ensure that the Premises are maintained in accordance with the specifications and conditions of this Agreement; provided that Company shall have the right to accompany City employees for any such inspection and keeping in mind the privacy and security interest of Company and Company's employees. Any third parties utilized by the City to conduct such inspection shall be required to sign a confidentiality agreement with the Company.

VI. BREACH

In the event that (i) the Company fails to occupy the Premises as its regional operations center for ten continuous years from and after the Effective Date; or (ii) the business personal property ad valorem taxes with respect to the Premises or real property ad valorem taxes with respect to the Property, owed the City, become delinquent and the legal procedures for protest

and/or contest of any such ad valorem taxes (or cure by payment together with all penalties and interest) are not timely and properly followed, or (iii) Company breaches any of the terms or conditions of this Agreement (save and except the elements of the Minimum Threshold Eligibility Requirements specified in Section II.B.3 above), or (iv) Company fails to perform the Minimum Threshold Eligibility Requirements specified in Section II.B.3 above in two consecutive years, then Company shall be in default of this Agreement.

In the event Company defaults in its performance of (i), (ii) or (iii) above, the City shall give Company written notice of such default. If Company has not cured such default within thirty (30) days of said written notice, or, if such default cannot be cured by the payment of money or posting of a bond or other collateral reasonably acceptable to the City, and cannot with due diligence be cured within such thirty (30) day period owing to causes beyond the control of Company, this Agreement may be terminated by the City. Provided, however, that if such default is not reasonably susceptible of cure within such thirty (30) day period and Company has commenced and is pursuing the cure of same, then after first advising the City Council of the Company's efforts to cure same, Company shall have an additional sixty (60) days to cure such default before City may exercise its termination right. Time, in addition to the foregoing ninety (90) days may be authorized by the City Council.

In the event Company defaults in its performance as stated in (iv) above, there shall be no additional notice and cure period.

In the event of default, after the expiration of the applicable notice and cure periods, the City shall receive from Company as liquidated damages a refund of all Grant payments made by the City to Company, for the entire Term, and interest thereon be charged at the Interest Rate from the date of such default, and will become a debt from Company to the City. Such amount shall be due, owing, and paid by Company within sixty (60) days of notice from the City as the sole remedy of the City in such event, subject to any and all lawful offsets, settlements, deductions, or credits to which Company may be entitled. The parties acknowledge that actual damages in such event would be speculative and difficult to determine.

In the event of default as stated in (iv) above, then the calculation of liquidated damages shall exclude any grant payments made and for which the Company subsequently met the Minimum Threshold Eligibility Requirement for the three successive calendar years after the grant payment was earned. An evaluation for each grant payment shall be made independently to determine the total amount of the liquated damages.

VII. EFFECT OF SALE, ASSIGNMENT OR LEASE OF PROPERTY

This Agreement and the economic incentives are not assignable by Company to any entity other than an affiliated company or successor without approval of the City Council. A name change of the Company shall not be considered an assignment, and shall be effective upon notification to the City of the new name and that entity's consent to be bound by this Agreement. In the event of assignment to an affiliated company or successor, Company must confirm such assignment in writing to the City, and the successor must confirm its intent to be bound by this Agreement and

to assume all responsibilities hereunder of Company within 90 days of such assignment, or before the beginning of the next tax year, whichever comes first. In the event of failure to confirm assignment to an affiliate or successor hereunder, the successor may seek approval from the City Council for the assignment.

VIII. MISCELLANEOUS

A. Notice. All notices or other communications required or desired to be given with respect to this Agreement shall be in writing and shall be delivered by hand or by courier service, sent by registered or certified mail, return receipt requested, bearing adequate postage, or sent by nationally recognized overnight delivery service (such as Federal Express or UPS), and properly addressed as provided below.

ALLSTATE INSURANCE COMPANY

3075 Sanders Road, Suite #G1SE

Northbrook, IL 60062

Attention: Jim Jamieson, Director-Administration and Real Estate

ATLAS INSIGHT, LLC

10 Apache Trail

Freehold, NJ 07718

Attention: Mr. Brian Corde, Managing Partner

CITY OF IRVING, TEXAS

825 W. Irving Boulevard

Irving, Texas 75060

Attention: Economic Development Director

With a copy to:

CITY OF IRVING, TEXAS

825 W. Irving Boulevard

Irving, Texas 75060

Attention: Treasury Manager

B. No Joint Venture. It is acknowledged and agreed by the Parties that the terms hereof are not intended to, and shall not be deemed to, create any partnership or joint venture among the Parties. The past, present and future officers, elected officials, employees and agents of the City do not assume any responsibilities or liabilities to any third party in connection with the development, design, construction or operation of any of the improvements contemplated by this Agreement. In addition, Company acknowledges and agrees that there shall be no recourse against any of the aforesaid parties, none of whom will incur any liability in respect to any claims based upon or relating to the Agreement.

C. Waiver. The failure of any Party to insist upon strict performance of any of the terms or provisions of this Agreement or to exercise any option, right or remedy contained in this Agreement, shall not be construed as a waiver or as a relinquishment for the future of such term, provision, option, right or remedy. No waiver by any Party of any term or provision of this Agreement shall be deemed to have been made unless expressed in writing and signed by such Party.

D. Severability. In the event any section, subsection, paragraph, sentence, phrase or word is held invalid, illegal, or unconstitutional, the balance of this Agreement shall stand, shall be enforceable and shall be read as if the parties intended at all times to delete said invalid section, subsection, paragraph, sentence, phrase or word.

E. Governing Law. The validity of this Agreement and any of its terms and provisions, as well as the rights and duties of the Parties, shall be governed by the laws of the State of Texas; and venue for any action concerning this Agreement shall be in the State District Court of Dallas County, Texas. This Agreement is performable in Dallas County, Texas.

F. Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to the Property and supersedes all prior understandings and writings, which shall be of no further force or effect upon execution of this Agreement, and this Agreement may be amended or modified only by a writing signed by the City and Company.

G. Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be considered an original, and all of which together shall comprise but a single document.

EXECUTED as of the day and year first above written.

CITY OF IRVING, TEXAS

By: _____
Beth Van Duyne, Mayor

Attest:

Shanae Jennings, City Secretary

Approved as to form:

Kuruvilla Oommen, City Attorney

Allstate Insurance Company

By: _____
Mike Thomas, Vice President -
Administration and Real Estate

CORPORATE ACKNOWLEDGEMENT

THE STATE OF TEXAS §
 §
COUNTY OF _____ §

BEFORE ME, the undersigned authority, a Notary Public in and for said County and State, on this day personally appeared _____, _____ of **Allstate Insurance Company** known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me he/she executed the same as a duly authorized officer of such corporation, and as the act and deed of such corporation, for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this _____ day of _____, A.D., 201_.

Notary Public

(Typed/Printed Name of Notary)

My Commission Expires:



DISCRETIONARY CONTRACT DISCLOSURE FORM

SECTION I: BASIC GUIDELINES

The Irving Ethics Code requires individuals or entities who seek a contract with the City of Irving which is awarded on a basis other than competitive bidding, and which exceeds \$100,000 in payments by the City, to file certain disclosures with the City. This form should be filed with any proposal by the individual or entity, with extra pages attached as needed to complete the responses. In the case of any change in the information, this form should be supplemented within five (5) days of such change or prior to any Council action, whichever is first.

SECTION II: PROJECT

- A. Project Description: 380 Agreement with Allstate Insurance Company
- B. RFP or RFQ, Number and Date of Issuance: N/A

SECTION III: IDENTITY OF PARTIES AND SUBCONTRACTORS TO THE DISCRETIONARY CONTRACT

A. Individual Parties to the Contract

(Includes all natural persons who are parties, partners or subcontractors of the contract)

Name: _____
Address: _____ City: _____ Zip: _____
Email: _____ Telephone: _____

Name: _____
Address: _____ City: _____ Zip: _____
Email: _____ Telephone: _____

Name: _____
Address: _____ City: _____ Zip: _____
Email: _____ Telephone: _____

B. Entity Parties to the Discretionary Contract

(Includes all business entities such as corporations, partnerships, and limited liability companies, and also includes any subcontractors, parent and subsidiary corporations to the entity parties).

Entity Name: Allstate Insurance Company
Officer, Agent or other Contact: Jim Jamieson
Address: 3075 Sanders Rd., G1SE City: Northbrook Zip: 60062
Email: jjamieso@allstate.com Telephone: 847-402-3412

Entity Name: _____
Officer, Agent or other Contact: _____
Address: _____ City: _____ Zip: _____
Email: _____ Telephone: _____

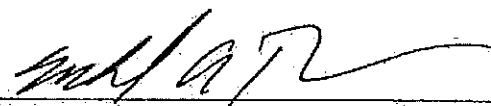
C. Identity of all lobbyists, attorneys or other consultants to be utilized in seeking or executing the proposed discretionary contract with the City of Irving.

Name: Atlas Insight LLC
Officer, Agent or other Contact: Brian P Corde
Address: 41 Apache Tr. City: Freehold Zip: 07728
Email: bcorde@atlasinsight.com Telephone: 732-410-4568
 Lobbyist Attorney Consultant

Name: _____
Officer, Agent or other Contact: _____
Address: _____ City: _____ Zip: _____
Email: _____ Telephone: _____
Name: _____
 Lobbyist Attorney Consultant

Name: _____
Officer, Agent or other Contact: _____
Address: _____ City: _____ Zip: _____
Email: _____ Telephone: _____
Name: _____
 Lobbyist Attorney Consultant

SECTION IV: INDIVIDUAL, OFFICER, EMPLOYEE OR AGENT SIGNATURE



Individual, Officer, Employee or Agent Date: 03/28/2017

Printed Name: MICHAEL A. THOMAS
Position: REAL ESTATE VICE PRESIDENT Entity: ALLSTATE INSURANCE



CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
Allstate Insurance Company
Northbrook, IL United States

Certificate Number:
2017-175897

Date Filed:
03/07/2017

Date Acknowledged:

3-29-2017 ce

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
City of Irving

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

29 - Economic Development Agree
Economic Development Agreement

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Atlas Insight LLC	Freehold, NJ United States		X

5 Check only if there is NO Interested Party.

6 AFFIDAVIT

I swear, or affirm, under penalty of perjury, that the above disclosure is true and correct.



[Signature]
Signature of authorized agent of contracting business entity

AFFIX NOTARY STAMP / SEAL ABOVE

Sworn to and subscribed before me, by the said Michael A Thomas, this the 28th day of March, 2017, to certify which, witness my hand and seal of office.

[Signature]
Signature of officer administering oath

STACIA J Reed
Printed name of officer administering oath

[Signature]
Title of officer administering oath