



AB

MEETING NOTICE

Welcome

We are glad you have joined us for the March 24, 2021 CRA Advisory Board meeting. In response to the COVID-19 pandemic social distancing efforts, City Hall is open to the public with limited seating. We encourage members of the public to participate by watching the virtual meeting online or listening by phone and providing live public comment or submitting written public comment in advance. Options to watch and participate in the meeting while it is occurring is available on orlando.gov/virtualmeetings.

The Board is pleased to hear all non-repetitive public comment. Large groups are requested to name a spokesperson. When you are recognized, state your name and address, direct all your remarks to the Board and limit your comments to 5 minutes per item or as set during the meeting.

The City of Orlando encourages courteous, civil discourse in online settings. Persons making public comment are asked to conduct themselves with the same rules of decorum as they would in a traditional public meeting.

Live Public Comment

- [Join the live virtual meeting](#)

Call into the virtual meeting by dialing any of these phone numbers:

- 312.626.6799
- 312.626.6799
- 929.205.6099
- 253.215.8782
- 301.715.8592
- 346.248.7799
- 669.900.6833

Once dialed-in and prompted, enter the Webinar ID: 874 7688 1353

- Use the “Raise Hand” feature to request to speak when prompted (or dial *9 if on the phone)
- Wait to be recognized (either by name or by the last 4 digits of your phone number)
- Provide name and address when called upon

Written Public Comment

Written public comment must include your name, address, phone number, and topic. Comments are limited to a maximum of 700 words per item. To submit written public comment, select one of the following options: (1) complete an online comment form on orlando.gov/publiccomments, (2) email to publiccomments@orlando.gov, (3) mail to City Clerk, Public Comment 400 South Orange Avenue Orlando, FL 32801, or (4) drop off to the 1st

floor Security Station at City Hall. Written public comments received 24 hours in advance of the meeting are distributed to the Board and attached to the related agenda item for public viewing.

Note: Comments that do not include the required information will not be distributed or attached to the agenda. All comments received are public record.

Anyone requiring assistance to participate in this virtual meeting should contact the City Clerk's Office as soon as possible at 407-246-2251 or cityclerk@orlando.gov

AGENDA

1. Call Meeting to Order
2. Roll Call
3. Approval of Minutes - Approval of February 24, 2021
4. Public Comment
5. New Business
 - a. Downtown Streetscape Matching Grant for 255 South Orange Avenue – Mercedes Blanca, Project Manager
 - b. High Wage High Value Funding Agreement – AssuredPartners, Inc. – David Barilla, Assistant Director
 - c. Front Yard Festival Funding – Thomas C. Chatmon Jr., Executive Director
6. Date of Next Meeting
7. Adjournment

Persons wishing to appeal any decision made with respect to any matter considered at the Community Redevelopment Agency Advisory Board meeting, will need a record of the proceedings; for this purpose, such person may need to ensure that a verbatim record of the proceedings is made to include the testimony and evidence upon which the appeal is to be based. Persons with disabilities needing assistance to participate in any of these proceedings should contact the City Clerk's Office 24 hours in advance of the meeting at 407-246-2251

Downtown Development Board/Community Redevelopment Agency
Orlando City Hall, 6th Floor, 400 South Orange Ave., P.O. Box 4990, Orlando, FL 32802
Phone: (407) 246-2558 Fax: (407) 246-3359 [www: downtownorlando.com](http://www.downtownorlando.com)



MEMORANDUM

TO: Bill Lambert, Chair
Jamie Barati, Vice Chair
Marissa John
Monica McCown
Eugene Jones
Doug Taylor
Commissioner Victoria Siplin

FROM: Thomas C. Chatmon Jr., Executive Director of the Downtown Development Board/Community Redevelopment Agency

DATE: March 24, 2021

SUBJECT: Agenda items to be considered at the Community Redevelopment Agency Advisory Board Meeting for Wednesday, March 24, 2021.

Approval of Minutes:

Staff will be available to answer any questions prior to Board consideration of approving the minutes of the February 24, 2021 Community Redevelopment Agency Advisory Board Meeting.

Public Comment:

New Business:

- a. **Downtown Streetscape Matching Grant for 255 South Orange Avenue – Mercedes Blanca, Project Manager** - In an effort to accomplish the objectives of Part III, Chapter 163, Florida Statutes and further implement the Downtown Orlando Community Redevelopment Plan adopted pursuant thereto, the CRA has adopted and established the Streetscape Cost Sharing Program (Program). Under the Program, which is included within the Downtown Streetscape Guidelines (Guidelines), the CRA provides financial assistance towards certain eligible streetscape projects within the Downtown Orlando Community Redevelopment Area (Area).

As recommended by the Project DTO process, the City and CRA staff will revise the Guidelines as part of the Downtown Master Plan, a process which will take place in 2021. However, on September 26, 2016 and subsequently on January 11, 2021, the CRA adopted interim revisions to the Program that would generally allow an applicant to receive half of the cost of installation of the new streetscape based on what it would cost for the CRA to install, if proceeding to construct the streetscape on its own. Specifically, the revisions allow reimbursement for items originally excluded from the Program including removal and disposal of prior streetscape materials and trees, sub-base, general conditions, temporary walks, fencing, MOT costs, costs for replacement of previously installed streetscape, sidewalk replacement costs, roadway and infrastructure improvements beyond the curb, curb and gutter, storm inlets, and utilities. The roadway and infrastructure improvements beyond the curb and storm inlets are only eligible for reimbursement when included in the project based on a recommendation or request of the City.

SWVP Orlando Office, LLC will be completing renovations to their building located at 255 South Orange Avenue, the northeast corner of the Orange Avenue and Jackson Street intersection. Part of their planned renovations would include renovating the first level floor façade of their building along with installing a new sidewalk along the Jackson Street side of the building.

Staff is requesting that the CRA Advisory Board recommend to the CRA approval of the Agreement with SWVP Orlando Office, LLC providing funding of up to nine thousand seven hundred and thirteen dollars and 44/100 (\$9,713.44) towards the costs of such Streetscape Project pursuant to and contingent upon the terms of this Agreement, and authorization for the Chair and Executive Director to execute the Agreement, subject to review and approval of the City Attorney's Office.

- b. **High Wage High Value Funding Agreement: AssuredPartners, Inc. – David Barilla, Assistant Director** - On April 17, 2006, the CRA approved the High Wage/High Value Job Creation Program for the purpose of locating targeted industries and targeted headquarters with high-value jobs to Downtown Orlando. In 2013, the program was amended to offer four (4) incentives; Job Creation Incentive, Creative Village Pioneer Incentive, Downtown Living Incentive, and Public Transportation Incentive. In 2021, the program was amended to eliminate the Creative Village Pioneer Incentive, to extend the job creation period from three (3) years to five (5) years, to require companies to lease at least 200 square feet of office space per incented employee, and to require grantees to certify annually that incented employees are physically present in the CRA office location for a minimum of 50% of their working hours. Total incentives are payable up to \$4,000.00 per job.

AssuredPartners, Inc. is an insurance brokerage company that focuses on property and casualty, risk management, employee benefits, and personal insurance services. The organization has exceeded more than \$1 billion in revenue since 2011, and they currently have offices in 38 states and two countries.

AssuredPartners, Inc. plans to relocate its global headquarters to Downtown Orlando. The organization plans to create 200 new high-value jobs over five (5) years with an average annual wage of \$98,824, which is more than 200% of the average annual private-sector wage in Orange County. Additionally, the organization is considering leasing approximately 40,000 to 50,000 square feet of office space in Downtown Orlando. AssuredPartners' total capital investment is estimated to be \$1.75 million in the build-out and equipment in 2021.

Staff requests the CRA Advisory Board recommend approval of the High Wage/High Value Program Funding Agreement between the CRA and AssuredPartners, Inc., and authorization for the Chairman of the CRA and the Executive Director of the CRA to execute the Agreement, subject to the review and approval of the City Attorney's Office, and approval of expenditures from the Downtown Orlando Community Redevelopment Area Trust Fund in the amount of up to \$800,000.00 in High Wage/High Value Job Creation Program funding for AssuredPartners, Inc.

- c. **Front Yard Festival Funding – Thomas C. Chatmon Jr., Executive Director** - In October of 2020, the CRA entered into an agreement with Dr. Phillips Center for the Performing Arts, Inc. (“Dr. Phillips Center”) related to funding for the operation of the “Front Yard Festival”, using the Seneff Arts Plaza to conduct outdoor, socially-distanced events over a six-month period. As previously noted, the DTOutlook, the

CRA's Downtown Orlando Community Redevelopment Area (Area) Plan, notes the importance of using public plazas as signature attractions to host events, festivals, concerts, and athletic events and activities and commits the CRA to continuing the growth of arts and culture within the Area. The first 3 months of the Front Yard Festival events have brought over 22,000 people downtown to enjoy a variety of types of events and have assisted the CRA in partially accomplishing these goals. Dr. Phillips Center would like to continue the Festival through the end of 2021 and is requesting additional funding from the CRA to assist with the continued cost of operating the Festival.

Staff is requesting that the CRA Advisory Board recommend to the CRA that it approve additional funding to Dr. Phillips Center for the Performing Arts, Inc. for operation of the Front Yard Festival through December 31, 2021, subject to terms to be finalized prior to consideration by the CRA.

Date of Next Meeting: The next CRA Advisory Board meeting will be held April 28, 2021 at 3:00 pm

Adjournment

STREETSCAPE AGREEMENT

This Agreement is made and entered into by and between the **Community Redevelopment Agency of the City of Orlando**, a public body corporate and politic of the State of Florida created pursuant to Part III, Chapter 163, Florida Statutes (hereinafter referred to as the "CRA"), the principal address of which is Orlando City Hall, 6th Floor, 400 South Orange Avenue, Orlando, Florida 32801 and **SWVP Orlando Office, LLC**, a Florida Limited Liability Company, (hereinafter referred to as the "Developer"), the principal address of which is c/o Jones Lang LaSalle Americas, Inc, 390 North Orange Avenue, Suite 220, Orlando, Florida 32801.

WITNESSETH:

WHEREAS, the CRA was created as a public body corporate and politic of the State of Florida, for the purposes of the community redevelopment objectives of Part III, Chapter 163, Florida Statutes; and

WHEREAS, in an effort to accomplish the objectives of Part III, Chapter 163, Florida Statutes, and further implement the Downtown Orlando Community Redevelopment Plan adopted pursuant thereto, the CRA has adopted and established the Streetscape Cost Sharing Program (hereinafter referred to as the "Program"), under which the CRA provides financial assistance towards certain eligible streetscape projects within the Downtown Orlando Community Redevelopment Area (the "Area"); and

WHEREAS, the Program serves an important and significant public purpose and is necessary and proper in order to preserve and enhance the tax base and promote the health, safety, and welfare of the public by furthering the eradication of slum and blight by providing safe, consistent streetscape within the Area; and

WHEREAS, Developer will be completing renovations to the property at 255 South Orange Avenue, consisting primarily of renovation of building first-floor façade along Jackson Street and the addition of an aluminum canopy; as part of such development, Developer is reconstructing the public sidewalk and streetscape on a portion of the Developer's Property and the adjacent right-of-way as shown on Exhibit "A" along Jackson Street from the edge of Developer's building West to Orange Avenue; and

WHEREAS, in order to offset expenses of the portion of the streetscape within the public right-of-way (the "Streetscape Project"), the CRA, upon recommendation by the CRA Advisory Board, agreed to contribute nine thousand seven hundred thirteen and 44/100 dollars

(\$9,713.44) towards the costs of such Streetscape Project pursuant to and contingent upon the terms of this Agreement; and

NOW, THEREFORE, in consideration of the promises and covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the CRA and Developer agree as follows:

1. Incorporation of Recitals. The recitals set forth hereinabove are true and correct and are incorporated herein as if fully set out below.

2. Construction of Streetscape Project. Developer shall build the Streetscape Project substantially in accordance with the terms of the approval of the Appearance Review Official of the City issued on October 30, 2020 (ARB2020-10059). The parties acknowledge that at the time of construction, portions of the Streetscape Project are owned by the Developer. Upon completion of the Streetscape Project and inspection and approval of work by the City, and prior to request for reimbursement, Developer shall provide the City with a City Services Easement in substantially the form attached hereto as Exhibit "H", covering the portion of the Streetscape Project not within the right-of-way for the entire length of the Streetscape Project or as otherwise required by the City and Developer shall dedicate the improvements within the public right-of-way to the City.

3. Cost Estimate. A cost estimate for the Streetscape Project is attached hereto as Exhibit "B" and incorporated herein by this reference. The formula used to determine the maximum amount of CRA funding pursuant to section 4 hereof and the calculation of such amount is shown on Exhibit "C", attached hereto and incorporated herein by this reference.

4. Funding. Subject to Developer complying with the conditions contained herein, the CRA shall provide funding up to the amount of nine thousand seven hundred thirteen dollars and 44 cents (\$9,713.44) upon completion of the Streetscape Project, as evidenced by a signed Certificate of Final Inspection and Compliance in the form attached hereto as Exhibit "D" and submission of an invoice reflecting actual costs of construction to the CRA. Prior to payment, at CRA's request, Developer shall provide evidence of lien release or any other proof of Contractor payment reasonably acceptable to the CRA related to work performed in the Scope of Work. In the event that actual costs of construction of the Streetscape Project for items which the CRA is participating in funding are less than the cost estimate for such items, the CRA shall only be obligated to pay its matching share of the actual cost of such items and in no event shall the CRA be obligated to pay any costs in excess of the initial CRA contribution to construction cost estimate of nine thousand seven hundred thirteen dollars and 44 cents (\$9,713.44) shown on Exhibit "C". The CRA shall provide funding pursuant to this section only within the first twelve (12) months of the Effective Date of this Agreement. To this end, Developer shall complete the Streetscape Project detailed on the scope of work attached hereto as Exhibit "E" within such twelve (12) month period.

5. Temporary Sidewalks. The Developer shall provide at its cost any temporary sidewalks required during the construction of the Streetscape Project.

6. Performance Bond. Prior to commencing construction of the Streetscape Project, Developer shall provide a performance bond in substantially the form attached hereto as Exhibit "F".

7. Defects/Maintenance Bond. The Developer shall protect the CRA and City of Orlando ("City") against any defects resulting from faulty materials or workmanship of the Streetscape Project and shall maintain the Streetscape Project for a period of two (2) years from the date such improvements are approved and accepted by the CRA and City. The Developer shall obtain a two (2) year maintenance bond for those portions of the Streetscape Project that are improvements within the right-of-way or public property, which bond shall comply with the requirements of City Code and

be in a form substantially similar to that attached hereto as Exhibit "G". If the Streetscape Project is defective, or does not conform to the Streetscape Guidelines, Developer shall promptly, without cost to the CRA or City, either correct such defective or work, or if it has been rejected by the Agency, remove it from the site and replace it with non-defective and conforming improvements. If the Developer fails to correct the defects, and in the CRA's sole discretion, such delay would cause serious risk of or loss or damage, the CRA may have the defects corrected or the rejected work removed and replaced and all direct and indirect costs of such removal and replacement, including compensation for additional professional services shall be paid for by the Developer. The CRA reserves and retains all rights and remedies at law and in equity against the Developer and its Surety for damages and for corrections of any and all latent defects. Maintenance of the Streetscape Project following the two-year maintenance period covered by the maintenance bond shall be the responsibility of the CRA.

8. Books and Records. Developer shall compile and maintain accurate books and records related to the construction of the Streetscape Project and indicating compliance with the requirements of this Agreement, and shall make such records available at a mutually agreed upon time for inspection and/or audit by the CRA during regular business hours.

9. Default. In the event the Developer shall violates any of the terms, covenants or conditions of this Agreement and Developer shall not have cured or corrected such violation within twenty (20) calendar days, the CRA shall have the right at its election to immediately terminate this Agreement. Developer acknowledges agrees that in addition to terminating this Agreement, the CRA may sue for actual damage arising out of or connected in any way to a breach of the obligations herein and may also pursue any other remedies provided by law or in equity for breach of the obligations herein. Failure of the CRA to declare a default shall not constitute a waiver of any rights by the CRA. Furthermore, the waiver of any default by the CRA shall in no event be construed as a waiver of rights with respect to any other default, past or present.

10. Indemnification and Insurance. To the extent permitted by law, Developer shall indemnify, defend and hold harmless the CRA, its agents, employees, and elected and appointed officials, including the Advisory Boards to the CRA and their members, from and against all claims, damages, losses, and expenses (including all attorneys' costs and fees reasonably and actually incurred, and all attorneys' costs and fees on appeal) arising out of or resulting from Developer's performance under this Agreement, and which are caused in whole or in part by Developer, its agents, employees or subcontractors, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable.

Developer shall procure and maintain throughout the term of this Agreement, at Developer's sole cost and expense, a commercial general liability insurance policy with limits of not less than one million dollars (\$1,000,000.00) per occurrence and two million dollars (\$2,000,000.00) in the aggregate, for bodily injury and property damage. Additionally, Developer shall procure and maintain throughout the term of this Agreement, automobile liability coverage in the amount of one million dollars (\$1,000,000.00) combined single limits for bodily injury and property damage combined. Developer shall provide the CRA with certificate(s) of insurance on all the policies and renewals thereof in a form acceptable to the CRA and shall have the City and CRA named as additional insureds on all insurance policies required by this Agreement and provide evidence thereof.

11. Bankruptcy. In the event (a) an order or decree is entered appointing a receiver of Developer or its assets, which is not appealed (or if appealed is determined adverse to Developer) or (b) a petition is filed by Developer for relief under federal bankruptcy laws or any other similar law or statute of the United States, which action is not dismissed, vacated or discharged within sixty (60) days after the filing thereof, then the CRA shall have the right to terminate immediately this Agreement.

12. Force Majeure. The parties shall use reasonable diligence to ultimately accomplish the purpose of this Agreement but shall not be liable to each other, or their successors or assigns, for breach of contract, including damages, costs, and attorney's fees (including costs or attorney's fees on appeal) as a result of such breach, or otherwise for failure to timely perform its obligations under this Agreement occasioned by any cause beyond the reasonable control and without the fault of the parties. Such causes may include but shall not be limited to acts of God, acts of terrorism or of the public enemy, acts of other governments (including regulatory entities or courts) in their sovereign or contractual capacity, fires, hurricanes, tornadoes, floods, epidemics, quarantines, restrictions, strikes, substantial shortages of building materials within the Orlando Metropolitan Area, or failure or breakdown of transmission or other facilities ("Force Majeure"). Notwithstanding anything herein to the contrary, if Developer or the CRA is delayed, hindered or prevented in or from performing its respective obligations under this Agreement by any occurrence or event of Force Majeure, then the period for such performance shall be extended for the period of such performance is delayed, hindered or prevented, and the party delayed, hindered or prevented in or from performing shall not be deemed in breach hereunder.

13. Agency. Developer and CRA, and their agents, contractors, and subcontractors, shall perform all activities that are contained herein as independent entities and not as agents of each other.

14. Third-party Beneficiaries. This Agreement is solely for the benefit of the parties signing hereto and their successors and assigns, and no right, nor any cause of action, shall accrue to or for the benefit of any third party.

15. Binding Nature of Agreement. This Agreement shall be binding, and shall inure to the benefit of the successors or assigns of the parties hereto, and shall be binding upon and inure to the benefit of any person, firm, or corporation that may become the successor in interest, directly or indirectly, to the Business, or any portion thereof.

16. Controlling Law and Venue. This Agreement and the provisions contained herein shall be construed, controlled, and interpreted according to the laws of the State of Florida, and all duly adopted ordinances, regulations, and policies of the City of Orlando now in effect and those hereinafter adopted. Unless otherwise specified in this Agreement for a particular issue, all City ordinances, rules, regulations and policies are applicable. The location for settlement of any and all claims, controversies, or disputes, arising out of or relating to any part of this Agreement, or any breach hereof, shall be Orange County, Florida.

17. No Liability or Monetary Remedy. Developer hereby acknowledges and agrees that it is sophisticated and prudent in business transactions and proceeds at its own risk under advice of its own counsel and advisors and without reliance on the CRA, and that the CRA bears no liability for direct, indirect or consequential damages arising in any way out of this Agreement. The only remedy available to Developer for any breach by the CRA is one of mandamus to require the CRA's specific performance under the terms and conditions of this Agreement.

18. Relationship. This Agreement does not evidence the creation of, nor shall it be construed as creating, a partnership or joint venture between Developer and the CRA. Developer cannot create any obligation or responsibility on behalf of the CRA or bind the CRA in any manner. Each party is acting for its own account, and it has made its own independent decisions to enter into this Agreement and as to whether the same is appropriate or proper for it based upon its own judgment and upon advice from such advisors as it has deemed necessary. Each party acknowledges that it is not acting as a fiduciary for or any advisor to the other in respect to this Agreement or any responsibility or obligation contemplated herein. Developer further represents and acknowledges that no one was paid a fee, commission, gift, or other consideration by Developer as an inducement to entering into this Agreement.

19. Personal Liability. No provision of this Agreement is intended, nor shall any be construed, as a covenant of any official (either elected or appointed), director, employee or agent of the CRA in an individual capacity and neither shall any such individuals be subject to personal liability by reason of any covenant or obligation of the CRA contained herein.

20. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the specific matters contained herein and supersedes all previous discussions, understandings, and agreements. Any amendments to or waiver of the provisions herein shall be made by the parties in writing.

21. Severability. If a sentence, phrase, paragraph, provision, or portion of this Agreement is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed an independent provision and such holding shall not affect the validity of the remaining portion hereto.

22. Notices. Any notice required or allowed to be delivered hereunder shall be in writing and deemed to be delivered when (i) hand delivered to the person hereinafter designated, or (ii) upon receipt of such notice when deposited in the United States Mail, postage prepaid, certified mail, return receipt requested, addressed to the party at the address set forth opposite the party's name below, or at such other address as the applicable party shall have specified, from time to time, by written notice to the other party delivered in accordance herewith:

CRA:	Thomas Chatmon
	Executive Director
	Community Redevelopment Agency
	Orlando City Hall
	400 S. Orange Ave.
	Orlando, Florida 32801

Copy to: Stacey Young Adams
Assistant City Attorney
Orlando City Hall
400 S. Orange Ave.
Orlando, Florida 32801

Developer: SWVP Orlando Office, LLC
c/o Jones Lang LaSalle Americas, Inc.
390 N. Orange Avenue
Suite 220
Orlando, FL 32801

23. Assignment. Developer shall not assign this Agreement without the prior and written consent of the CRA.

24. Term. The term of this Agreement shall commence on the Effective Date and end two years from the date the Streetscape Project is approved and accepted by the CRA and City.

25. Effective Date. This Effective Date of this Agreement shall be the date upon which all parties have fully executed the Agreement.

Signatures on following pages

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year indicated below.

SWVP Orlando Office, LLC, a Florida
Limited Liability Corporation,

By: _____

Print Name: _____

Title: _____

WITNESS:

Print Name: _____

STATE OF FLORIDA
COUNTY OF ORANGE

PERSONALLY APPEARED before me, by means of ☐ physical presence or ☐ online notarization, the undersigned authority, _____, ☐ well known to me or ☐ who has produced his/her _____ as identification, and known to me to be the _____ of above-mentioned limited liability corporation, and acknowledged before me that he/she executed the foregoing Streetscape Agreement on behalf of said corporation, as its true act and deed, and that he/she was duly authorized to do so.

WITNESS my hand and official seal this ____ day of _____, 2021.

NOTARY PUBLIC

Print Name: _____

My Commission Expires: _____

COMMUNITY REDEVELOPMENT AGENCY

Chairman

Print Name: _____

Date: _____

ATTEST:

Executive Director

Print Name: _____

Date: _____

APPROVED as to form and legality, for the use and
reliance of the CRA/City of Orlando, Florida only.
_____, 2021.

Assistant City Attorney
City of Orlando, Florida

STATE OF FLORIDA
COUNTY OF ORANGE

PERSONALLY APPEARED before me by means of ☐ physical presence or ☐ online
notarization, the undersigned authority, _____, ☐ well known to me or
☐ who has produced his/her _____ as identification, and known to me
to be the Chairman of the Community Redevelopment Agency, and acknowledged before me that
he executed the foregoing Streetscape Agreement on behalf of the Community Redevelopment
Agency as its true act and deed, and that he was duly authorized to do so.

WITNESS my hand and official seal this ____ day of _____, 2021.

NOTARY PUBLIC

Print Name: _____

My Commission Expires: _____

Exhibit "A"

CITRUS CENTER EXTERIOR IMPROVEMENTS-JACKSON ST. S.E. ELEVATION
CONSTRUCTION DRAWINGS PERMIT SET



DATE: NOVEMBER 27, 2020

2 CONSTRUCTION PLAN

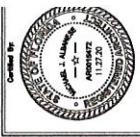


**CITRUS CENTRE
EXTERIOR
IMPROVEMENTS
JACKSON STREET
S.E. ELEVATION
255 S. ORANGE A
SUITE 113
ORLANDO, FLORIDA
32801**

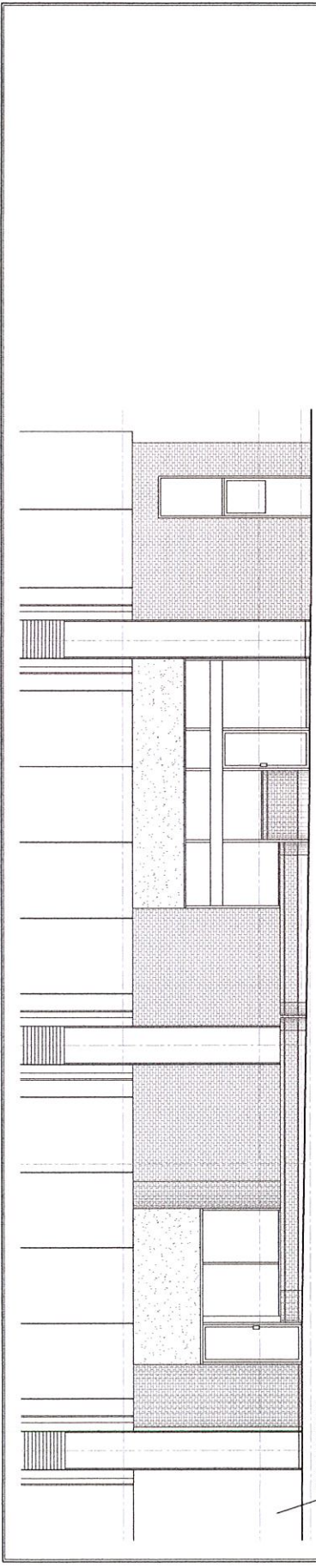
Project Description:
These drawings are prepared in accordance with the terms of architectural design contract between the building owner and the architect. The drawings show the proposed exterior improvements to the building, including the major architectural features, materials, and construction details. The drawings are not intended to be used for construction without the approval of the building department and the owner.

Existing and New South and East Building Elevations

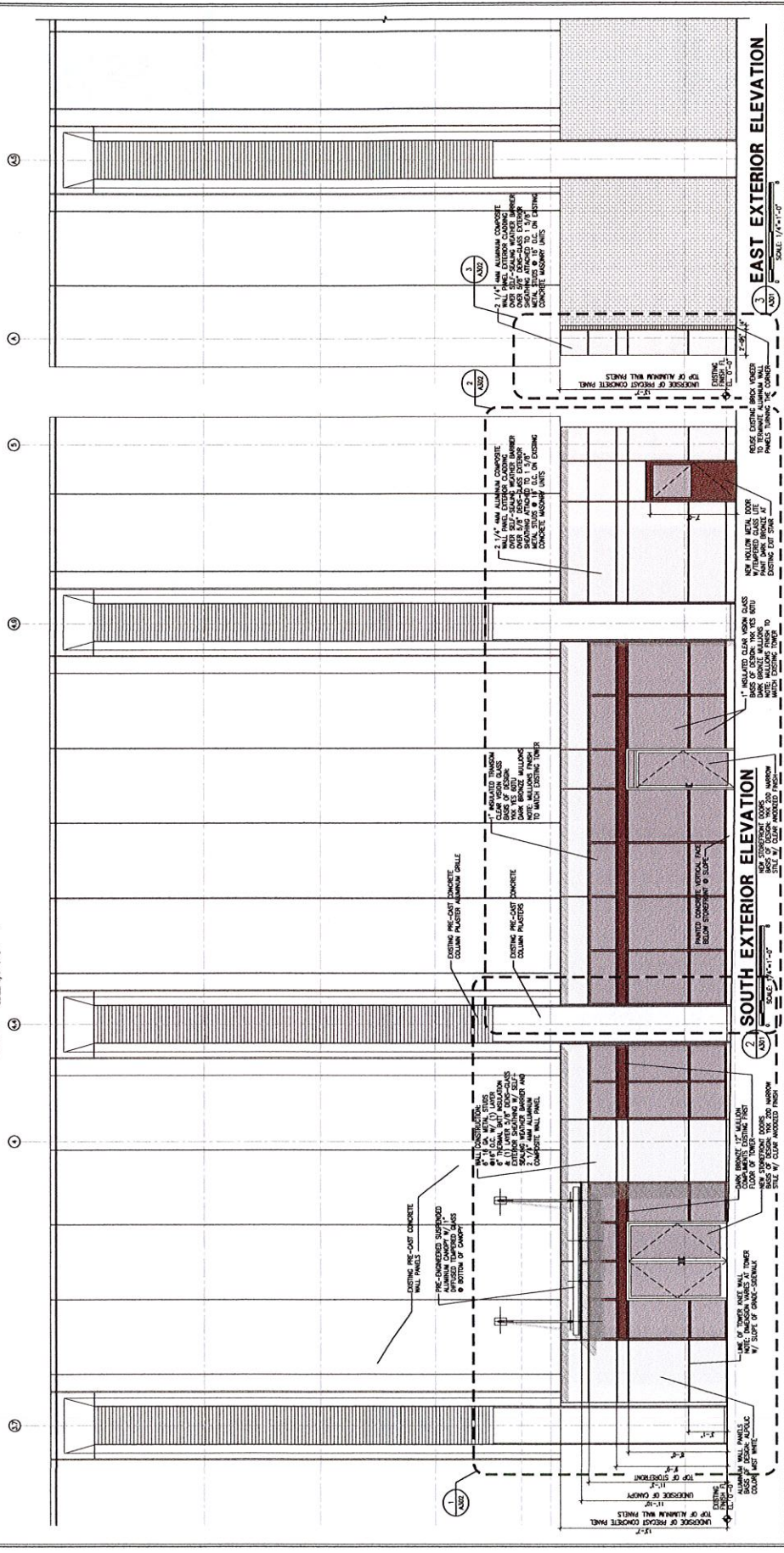
Project Information:
Project Name: CITRUS CENTRE EXTERIOR IMPROVEMENTS
Project Number: 20206
Project Location: 255 S. ORANGE A, SUITE 113, ORLANDO, FLORIDA 32801
Project Date: 10/27/20
Project Status: MA



Project Number: 20206

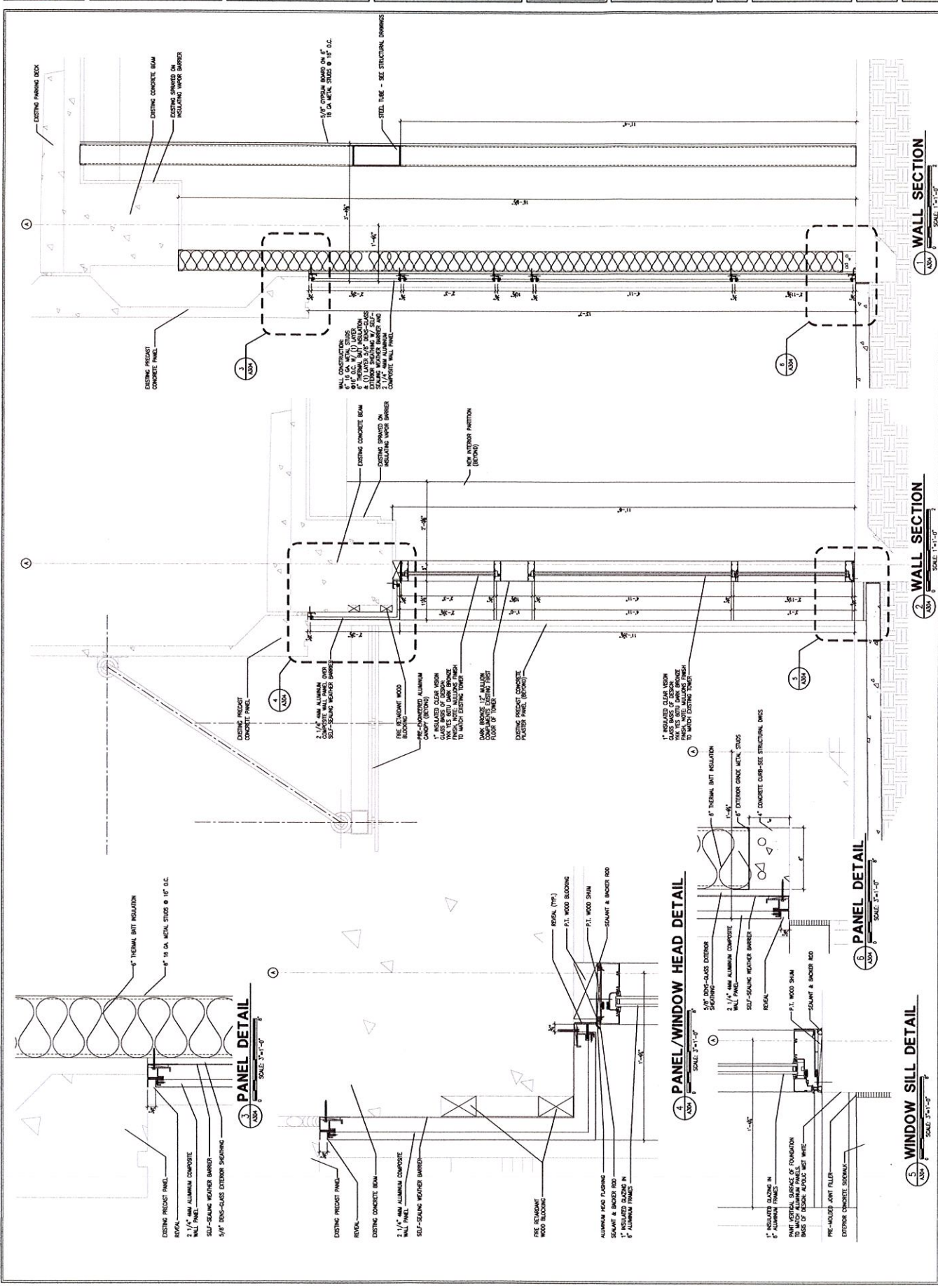


1. EXISTING SOUTH EXTERIOR ELEVATION
SCALE: 1/8" = 1'-0"



2. SOUTH EXTERIOR ELEVATION
SCALE: 1/8" = 1'-0"

3. EAST EXTERIOR ELEVATION
SCALE: 1/8" = 1'-0"



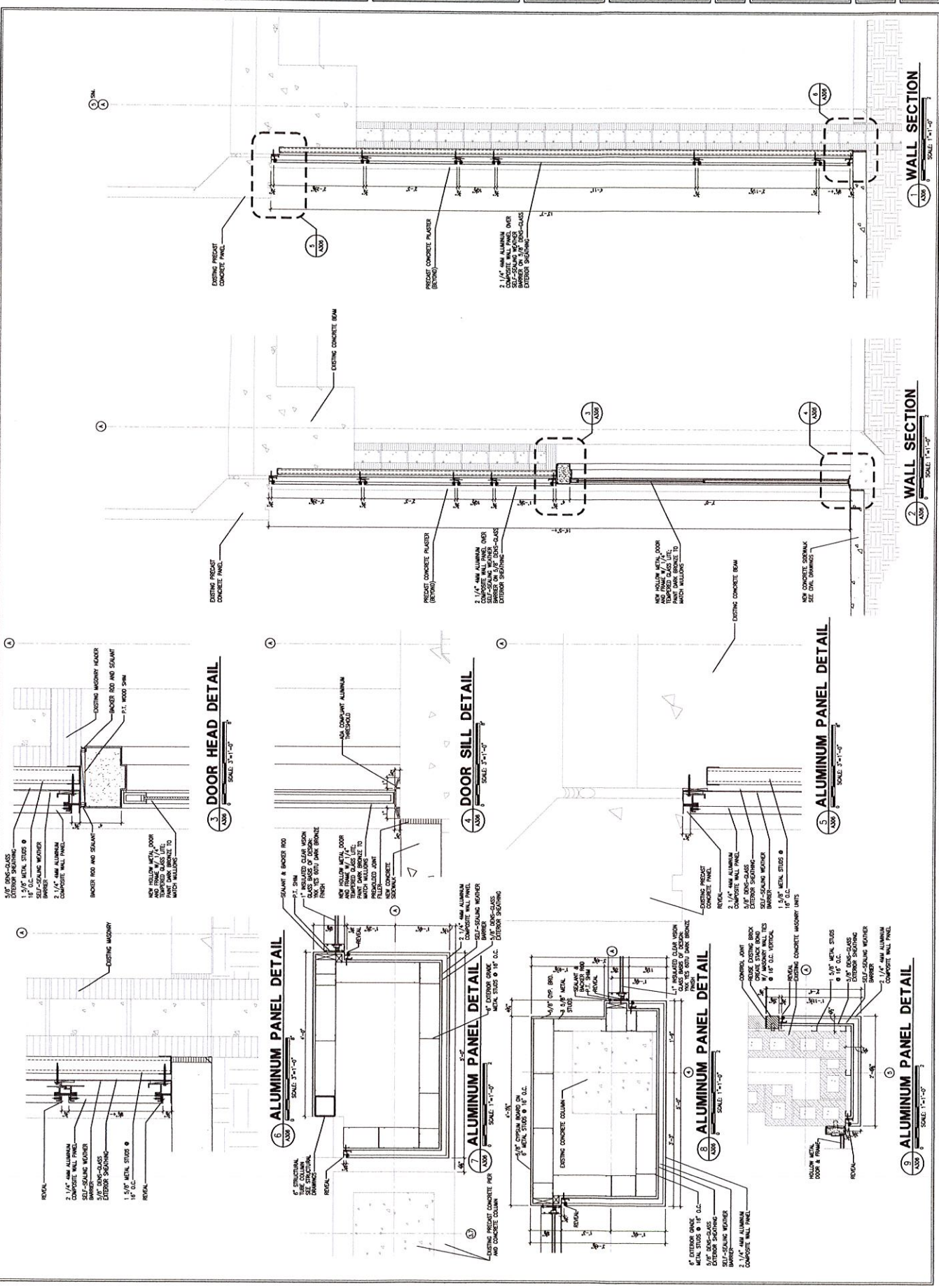


Exhibit “B”

PENNINGTON & ASSOCIATES, INC.

6959 Stapoint Ct. ~ Unit J ~ Winter Park, FL 32792
(407) 679-2214 FAX (407) 679-1803



Proposal Submitted To: **JLL**
Attention: **Mimoza Novaj**
Project Name: **Citrus Center Exterior Improvements -
Public Right of Way**
Project Address: **255 S Orange Ave, Suite 113**

Project Number:
Date: 3/16/21
Date Of Plans: 11/27/20
Architect: C4 Architects
NRA SF: N/A
Quote Prepared by: **Ed Ta- PM**



Division	Description	Unit Cost	Quantity	Extension
02500	DEMOLITION:	\$ 3.82 SF	970 SF	\$ 3,705.40
02820	FENCING: Silt Fence	\$ 8.64 LF	110 LF	\$ 950.40
02900	LANDSCAPING: Repairs	\$ 750.00 LS	1 LS	\$ 750.00
03000	CONCRETE: Sidewalk	\$ 6.50 SF	970 SF	\$ 6,305.00
01500	TEMPORARY FACILITIES & CONTROLS:			
	A. Dumpsters	\$ 450.00 EA	3 EA	\$ 1,350.00
	B. Equipment Rental	\$ 1,100.00 LS	1 LS	\$ 1,100.00
	C. Temporary Wall: Metal Stud/Plywood	\$ - LF	110 LF	\$ -
01700	MOT Fees	\$ 3,500.00 EA	1 EA	\$ 3,500.00
				\$ 17,660.80
GENERAL CONDITIONS				\$ 1,766.08 LS 1 LS \$ 1,766.08
TOTAL				\$ 19,426.88

PENNINGTON & ASSOCIATES, INC.

Citrus Center Exterior Improvements - Public Right of Way

***** QUALIFICATIONS *****

1. Pricing based on drawings provided by C4 dated 11/27/2020
2. Demo concrete sidewalks
3. Provide silt fence, signage, etc
4. Pour new concrete sidewalk as shown. Price includes minor landscape repair.

Exhibit "C"

Total cost of all eligible items	\$19,426.88
	<u>x .50</u>
Maximum CRA Contribution to Construction Costs	\$ 9,713.44

Exhibit "D"

Certificate of Final Inspection and Compliance for Streetscape Construction
To be Executed Prior to Distribution of Funds

Project:

Address:

Developer:

Contact:

Phone Number:

E-mail:

Date:

This is to certify that all streetscape construction has been inspected and approved for compliance with the Downtown Orlando Streetscape Guidelines by the following CRA and City representatives and that all required warranties and certificates (including maintenance bond) are on file with the CRA.

Signed:

CRA Project Manager

Signed:

Downtown ARB Coordinator

Final Inspection Date/Proof of approval:

Exhibit "E"

- Demo of existing concrete sidewalk
- Installation of new concrete sidewalk – landscaping not to be disturbed
- Includes mobilization and MOT as required by the City of Orlando

Exhibit "F"

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That we _____
hereinafter referred to as "PRINCIPAL," and _____,
a surety company authorized to do business in the State of Florida, hereinafter referred to as
"SURETY," are held and firmly bound to the Community Redevelopment Agency of the City of
Orlando, and the City of Orlando, Florida, hereinafter jointly referred as "CITY," in the sum of
\$ _____, for the payment of which we bind ourselves, our heirs, executors,
administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, the above PRINCIPAL, entered into a streetscape agreement with the CITY
dated _____ ("Agreement"), a copy of which is attached hereto and made a part hereof, to construct
sidewalks, and other improvements based on plans and specifications dated _____, 20____, and filed
with the City Engineer.

NOW, THEREFORE, the condition of this obligation is such that if PRINCIPAL:

1. Promptly and faithfully performs its duties, all the covenants, terms, conditions,
and agreements of said Agreement including, but not limited to the guaranty and
maintenance period and the warranty provisions, in the time and manner prescribed
in the Agreement, and
2. Pays CITY all losses, damages (liquidated or actual), expenses, costs and attorneys'
fees, including costs and attorney's fees on appeal that CITY sustains resulting
directly or indirectly from any breach or default by PRINCIPAL under the
Agreement, and
3. Satisfied all claims and demands incurred under the Agreement, and fully
indemnifies and holds harmless the CITY from all costs and damages which it may
suffer by reason of failure to do so, then this bond is void; otherwise it shall remain
in full force and effect.

The SURETY unconditionally covenants and agrees that if the PRINCIPAL fails to
perform all or any part of the obligations required by the Agreement or the development's plans
or specifications above referred to, within the time specified, the SURETY, upon forty-five (45)
days written notice from the CITY, or its authorized agent or officer, of the default, will forthwith
perform and complete the aforesaid obligations and pay the costs thereof, including, but not limited
to, the CITY's engineering costs, legal fees (including attorneys' fees on appeal) and contingent
costs. Should the SURETY fail or refuse to perform to fulfill the obligations in the Agreement

and complete the said improvements, the CITY, in view of the public interest, health, safety and welfare factors involved and the inducement in approving the development and shall have the right to resort to any and all legal remedies against the PRINCIPAL, and the SURETY, or either, both at law and in equity, including specifically, specific performance, to which the PRINCIPAL AND SURETY unconditionally agree.

The PRINCIPAL and the SURETY further jointly and severally agree that the CITY at its option, shall have the right to construct, or cause to be constructed, the aforesaid improvements in case the PRINCIPAL should fail or refuse to do so. In the event the CITY should exercise and give effect to such right, the PRINCIPAL and the SURETY shall be jointly and severally liable hereunder to reimburse the CITY the total cost thereof, including, but not limited to, construction costs, engineering costs, legal fees (including attorneys' fees on appeal) and contingent costs, together with any damages, either direct or consequential which may be sustained on account of the failure of the PRINCIPAL to carry out and execute all of its obligations.

The SURETY, for value received, hereby stipulates and agree that its obligations hereunder shall be direct and immediate and not conditional or contingent upon CITY's pursuit of its remedies against PRINCIPAL, and shall remain in full force and effect notwithstanding (i) amendments or modifications to the Agreement entered into by CITY and PRINCIPAL without the SURETY's knowledge or consent, so long as the dollar amount of this Performance Bond is not affected, (ii) waivers of compliance with or any default under the Agreement granted by CITY to PRINCIPAL without the SURETY's knowledge or consent, or (III) the discharge of PRINCIPAL from its obligations under the AGREEMENT as a result of any proceeding initiated under the Bankruptcy Code, as amended, or any similar state or federal law, or any limitation of the liability of the PRINCIPAL or its estate as a result of any such proceeding.

IN WITNESS WHEREOF, the Principal and the Surety have executed these presents this _____ day of _____, 20____.

Principal

By: _____

Print Name: _____

Title: _____

Attest:

By: _____

Print Name: _____

Title: _____

Surety

By: _____

Print Name: _____
Attorney-in-Fact

Witnesses:

(1) _____
Print Name: _____

(2) _____
Print Name: _____

Exhibit "G"

MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That we _____, hereinafter referred to as 'PRINCIPAL' and State of Florida hereinafter referred to as 'SURETY,' and held and firmly bound unto the Community Redevelopment Agency of the City of Orlando, Florida, and the City of Orlando, Florida, hereinafter jointly referred to as "CITY," in the sum of \$_____ for the payment of which we bind ourselves, heirs, executors, successors or assigns, jointly and severally, firmly by these presents:

WHEREAS, PRINCIPAL has constructed certain improvements, including but not limited to streets, curbs, storm drains, sewer system, sidewalks and other improvements as described in the streetscape agreement dated _____ between PRINCIPAL and the CITY ("Agreement").

WHEREAS, the aforesaid improvements were made pursuant to certain plans and specifications dated _____, 20____, and filed with the CITY Engineer, and

WHEREAS, PRINCIPAL is obligated to protect the CITY against any defects resulting from faulty materials or workmanship of said improvements and to maintain said improvements for a period of two (2) years from _____, 20____.

NOW, THEREFORE, the condition of this obligation is such that is PRINCIPAL shall promptly and faithfully protect the CITY against any defect and correct any defects resulting from faulty materials or workmanship of the aforesaid improvements and maintain said improvements for a period of two (2) years from _____, 20____, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

The CITY Engineer shall notify the PRINCIPAL in writing of (1) any defect for which the PRINCIPAL is responsible and (2) any item that is not properly maintained and shall specify in said notice a reasonable period of time within which PRINCIPAL shall have to correct said defect or properly maintain said item.

The SURETY unconditionally covenants and agrees that if the PRINCIPAL fails to perform within the time specified, the SURETY, upon 45 days written notice from the CITY, or its authorized agent or officer, or the default will forthwith correct such defect or defects, perform the required maintenance and pay all CITY costs related thereto, including, but not limited to, engineering costs, legal fees (including attorney's fees on appeal) and contingent costs. Should the SURETY fail or refuse to correct said defects and perform the required maintenance, the CITY, in

view of the public interest, health, safety and welfare factors involved, and the consideration in approving the development and entering into the Agreement, shall have the right to resort to any and all legal remedies against the PRINCIPAL and SURETY, both at law and in equity, including specifically, specific performance, to which the PRINCIPAL and SURETY unconditionally agree.

The PRINCIPAL and SURETY further jointly and severally agree that the CITY, at its option, shall have the right (1) to correct said defects and (2) to perform the required maintenance in case the PRINCIPAL shall fail or refuse to do so, and in the event the CITY should exercise and give effect to such right, the PRINCIPAL and the SURETY shall be jointly and severally obligated hereunder to reimburse the CITY the total cost thereof, including, but not limited to, constructions, engineering costs, legal fees (including attorney's fees on appeal) and contingent costs, together with any damages, either direct or consequential, which may be sustained on account on the failure of the PRINCIPAL to correct said defects.

IN WITNESS WHEREOF, the Principal and the Surety have executed these presents this _____ day of _____, 20____.

Principal

By: _____

Print Name: _____

Title: _____

Attest:

By: _____

Print Name: _____

Title: _____

Surety

By: _____

Print Name: _____

Attorney-in-Fact

Witnesses:

(1) _____

Print Name: _____

(2) _____

Print Name: _____

Exhibit "H"

THIS INSTRUMENT PREPARED BY

Roy K. Payne
Chief Assistant City Attorney
City of Orlando
400 S. Orange Avenue
Orlando, Florida 32801
(407) 246-2295

CITY SIDEWALK AND SERVICES EASEMENT

THIS INDENTURE, made this ____ day of _____, 2021, by and between _____, whose address is: **SWVP Orlando Office, LLC**, a Florida Limited Liability Company, whose address is c/o Jones Land LaSalle Americas, Inc., 390 North Orange Avenue, Suite 220, Orlando, Florida 32801, hereinafter referred to as "Grantor," and **City of Orlando, Florida**, a municipal corporation created and existing under and by virtue of the laws of the State of Florida, situated in Orange County, Florida, hereinafter referred to as "Grantee," whose address is 400 South Orange Avenue, Orlando, Florida 32801:

W I T N E S S E T H:

That for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable considerations in hand paid to the Grantor by the Grantee, the receipt and sufficiency of which is hereby acknowledged, said Grantor does hereby grant and convey to the Grantee, its successors and assigns, a permanent, perpetual easement for the provision of City services, such right to include, but not be limited to, the perpetual right to enter upon said easement at all times and construct, lay, reconstruct, operate, maintain, inspect or repair all lines, mains, pipes, fixtures, sidewalks, ditches, accessories, streetscape improvements, including but not limited to lighting, signage, planters, electrical equipment and other utilities, and all appurtenances thereto for the purpose of providing City services through, under, and upon the following property situated in the County of Orange, State of Florida, more particularly described as follows:

(See Exhibit "A" attached hereto and incorporated herein by reference)

For the full enjoyment of the rights granted herein, the Grantee shall have the further right to trim, cut, or remove trees, bushes, undergrowth, and other obstructions interfering with the location, construction, and maintenance of the pipes, line, mains, sidewalks, ditches, accessories, and appurtenances thereto. The Grantor further grants the reasonable right to enter upon adjoining lands of the Grantor for the purposes of exercising the rights herein granted.

The Grantor hereby covenants with the Grantee and warrants that it is lawfully seized of said land in fee simple; that it has good, right and lawful authority to sell and convey the said easement, and that the real property described above is free of all liens, mortgages and encumbrances of every kind except for real property taxes not delinquent.

The easement granted herein and all rights and obligations of the parties hereunder shall run and be appurtenant to the lands herein described, and shall run with the lands and be binding upon and inure to the benefit of and be enforceable by the parties hereto and the successors and assigns of the parties hereto.

Pursuant to the terms of the Streetscape Agreement with the Community Redevelopment Agency of the City of Orlando dated _____, Grantor shall maintain the easement area for a period of two years from the date such improvements are approved and accepted by the CRA and City of Orlando. After such two year period, Grantor shall maintain the easement area.

IN WITNESS WHEREOF, the Grantor has hereunto set its hand and seal the day and year above written.

Signed, sealed and delivered in
the presence of:

TWO WITNESSES:

Grantor: _____

Signature

Print Name

Grantor: _____

Print Name

Signature

STATE OF FLORIDA
COUNTY OF ORANGE

PERSONALLY APPEARED before me, by means of ☐ physical presence or ☐ online notarization, the undersigned authority, _____, ☐ well known to me or ☐ who has produced his/her _____ as identification, and known to me to be the _____ of above-mentioned limited liability corporation, and acknowledged before me that he/she executed the foregoing Streetscape Agreement on behalf of said corporation, as its true act and deed, and that he/she was duly authorized to do so.

WITNESS my hand and official seal this ____ day of _____, 2021.

NOTARY PUBLIC

Print Name: _____

My Commission Expires: _____

**HIGH WAGE/HIGH VALUE JOB CREATION PROGRAM AGREEMENT
BETWEEN THE COMMUNITY REDEVELOPMENT AGENCY
OF THE CITY OF ORLANDO AND
ASSURED PARTNERS, INC.**

THIS AGREEMENT is entered into by and between the **Community Redevelopment Agency of the City of Orlando**, Florida, a body politic and corporate of the State of Florida, with a principal address of 400 South Orange Avenue, Orlando, Florida 32802 (hereinafter referred to as the “CRA”), and **AssuredPartners, Inc.** (hereinafter referred to as “API”), a Delaware corporation registered in the State of Florida with a principal address of 200 Colonial Center Parkway, Ste. 140, Lake Mary, Florida 32746 and whose Federal Employer I.D. Number is 27-5176829.

W I T N E S S E T H:

WHEREAS, the CRA was created as a public body corporate and politic of the State of Florida, for the purposes of the community redevelopment objectives of Part III, Chapter 163, Florida Statutes; and

WHEREAS, the Downtown Orlando Community Redevelopment Area Plan (the “Plan”) provides for the CRA to create economic development programs, specifically including a High Wage/High Value Job Creation Program, and provides incentives under such programs; and

WHEREAS, the Plan contains a specific goal of incentivizing job creation in Downtown Orlando, particularly high wage and sector specific jobs that will support the growth of Downtown Orlando; and

WHEREAS, in an effort to accomplish the objectives of Part III, Chapter 163, Florida Statutes and the goals of the Plan, the CRA established the High Wage/High Value Job Creation Program (the “Program”) in order to encourage targeted industries and targeted headquarters to locate high-value jobs to the Downtown Orlando Community Redevelopment Area (the “Area”); and

WHEREAS, the Program is intended to provide funding incentives for job creation (“Program Incentives”) to qualified companies upon locating additional high-value jobs to a Downtown Orlando location within the Area; and

WHEREAS, the amount of funding of Program Incentives shall be contingent upon the number of jobs established and compliance with the terms and conditions of each Program Incentive in which API is participating; and

WHEREAS, API is an existing insurance brokerage company that is relocating its global headquarters to a Downtown Orlando location within the Area; and

WHEREAS, API is a targeted industry proposing to create high-value job opportunities in the Area (the “Project”); and

WHEREAS, API anticipates creating 200 new high-value jobs in the Area over a five-year period with an average annual cash compensation, of \$98,824.00, which is 200% of the average annual private sector wage in Orange County; and

WHEREAS, the CRA proposes to provide API funds from the High Wage/High Value Job Creation Program for Program Incentives set forth in **Exhibit “B”** in an amount not to exceed Eight Hundred Thousand Dollars and No Cents (\$800,000.00) to be paid to API in annual payments, in arrears, beginning in Fiscal Year (FY) 2022-2023 which will be based on API’s actual job creation; and

WHEREAS, the CRA finds and declares it is in the public’s best interest to award these funds for Program Incentives to API pursuant to this Agreement.

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

1. Recitals. The above recitals are true and correct and form a material part of this Agreement.
2. Incorporation of Premises. The premise of this Agreement is incorporated herein as if fully set out below. All exhibits to this Agreement are hereby incorporated herein and deemed a part hereof.
3. Effective Date. This Agreement shall be effective on the date it is last executed by a party hereto (the “Effective Date”), and shall, unless sooner terminated as provided herein, automatically terminate ten (10) years after the Effective Date.
4. Obligations of the CRA:
 - a. The CRA shall appropriate funds in an amount not to exceed the total sum of \$800,000.00 from the High Wage/High Value Job Creation Program for FY’s 2022-2023 through 2029-2030 to API for Program Incentives. The CRA shall make annual payments (“Program Payments”) in accordance with the schedule as provided in **Exhibit “B”**, based on the actual number of jobs created as shown in the Annual Report described in section 8 herein, provided API meets its obligations as set forth in section 5.
 - b. The CRA’s obligations to make the Program Payments shall arise only upon receipt of the following:
 - i. API’s written request for a Program Payment for the applicable calendar year by March 1 of the following calendar year; and
 - ii. API’s provision to the CRA of all documents, statements, including the Annual Report as further described in Section 8, and other evidence of completion of the requirements

contained in this Agreement and the applicable Program Incentive(s), as described in **Exhibit “A”**, which is incorporated herein by reference.

- c. Provided the CRA has determined that API has complied with the requirements of this Agreement and the applicable Program Incentive(s), the CRA shall make the appropriate Program Payment to API within 90 days of receipt of a written request for a Program Payment.
- d. API expressly understands that the CRA will not accrue obligations for Program Payments for calendar years in which API fails to provide a written request for payment by March 1 of the following calendar year and acknowledges that failure to submit such request and Annual Report by such date may result in a forfeiture of that year’s Program Payment.

5. Obligations of API:

- a. API shall create 200 new jobs over a five-year period, paying an average annual cash compensation of \$98,824.00 not including benefits, in accordance with the schedule set forth in **Exhibit “B”**. The CRA shall pay a prorated portion of the Program Payments referenced in section 4 herein based on the actual number of jobs created as shown in the Annual Report described in section 8 herein.
- b. API shall maintain its location in the Area and comply with the terms and conditions set forth for each Program Incentive in **Exhibit “A”** in which API is participating, as listed in **Exhibit “B”**. If API fails to maintain its location, comply with such terms and conditions after notice and reasonable opportunity to cure, or fails to create the requisite number of jobs, then API shall receive no Program Payment referenced in section 4 for that particular Program Incentive(s) for that particular year and any remaining year(s).
- c. API shall comply with all Program requirements, including those related to any additional incentive(s) applied for and the Annual Report, and shall maintain the requisite number of jobs for the ten-year period following the Effective Date of this Agreement. API shall notify the CRA of any changes to the number of incented jobs during this maintenance period. API understands that if it fails to maintain the requisite number of jobs for any portion of the ten-year maintenance period following the Effective Date of this Agreement, then API must reimburse the CRA a prorated portion of the Program Payments already paid to API based on the actual time period the jobs were not in existence.

- d. API shall occupy a physical location within the Area that provides at least 200 square feet of space per incented employee.

6. Termination.

- a. This Agreement shall terminate on September 30, 2031 (the “Termination Date”), unless terminated sooner as provided herein.
- b. If API breaches any material term of this Agreement and such breach remains uncured for a period of thirty (30) days following the receipt of written notice from the CRA of such breach, the CRA may terminate the whole or any part of this Agreement and may pursue any and all legal remedies available to seek reimbursement of funds already paid.
- c. Before the CRA may exercise its right of termination, the CRA shall provide written notice to API of API’s breach or default and API shall have thirty (30) days following the receipt of written notice from CRA of such breach thereafter within which to cure the breach or default. .
- d. Waiver by the CRA of breach of any of the provisions of this Agreement shall not be deemed a waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of this Agreement.
- e. If CRA breaches any material term of this Agreement and such breach remains uncured for a period of thirty (30) days, API may immediately terminate this Agreement upon written notice to CRA.

7. Records. API shall maintain books, records, and other evidence relating to the Project in accordance with generally accepted accounting principles, procedures and practices, which documents the Project in a manner that fulfills the requirements of this Agreement.

8. Annual Report. API shall submit a completed Annual Report to the CRA in the format provided in **Exhibit “C”** for each applicable calendar year that a Program Payment is due as indicated in **Exhibit “B.”** The Annual Report shall be reviewed and certified by a third-party Certified Public Accountant (CPA) prior to submittal to the CRA no later than March 1 of the calendar year following the applicable year that a Program Payment is due. API shall not receive Program Payments for calendar years in which API fails to submit a complete and certified Annual Report by March 1. Any requests for an extension of time to submit the Annual Report may be granted at the sole discretion of the CRA’s Executive Director, or his designee.

9. Audit. API expressly acknowledges that, during the term of this Agreement, the CRA shall have the right to audit the books and records from time to time to verify compliance by API with the terms, conditions, limitations, restrictions and requirements of this Agreement. The CRA shall, upon reasonable notice, have full access during normal API hours for inspection, review and audit of the books and records. Any cost incurred by API as a result of a CRA audit shall be the sole responsibility of and shall be borne by API.
10. Repayment. API shall be liable for repayment of any Program Payments dispersed under the terms of this Agreement, which may be deemed by the CRA to have been dispersed in error, but expressly excluding any payments that were properly made to API under this Agreement.
11. Indemnification. API shall indemnify and hold harmless the CRA, its agents, employees, and elected and appointed officials, from and against all claims, damages, losses, and expenses (including all attorney's costs and fees, and all attorney's costs and fees on appeal) arising out of or resulting from API's performance or activities as provided herein.
12. Notification of Address Change. API shall notify the CRA of any changes to the mailing and principal address referenced below within thirty (30) calendar days of the official address change.
13. Force Majeure. The parties shall use reasonable diligence to ultimately fulfill the intent of this Agreement but shall not be liable to each other, or their successors or assigns, for damages, costs, attorney's fees (including costs or attorney's fees on appeal) for breach of contract, or otherwise for failure, suspension, diminution, or other variations of services occasioned by any cause beyond the control and without the fault of the parties. Such causes may include but shall not be limited to, Acts of God, or of the public enemy, acts of other government (including regulatory entities or court) in its sovereign or prior contractual capacity, fires, floods, epidemics, pandemics, quarantines, restrictions, strikes, or failure or breakdown of transmission or other facilities. Upon the occurrence of an event, the affected party shall notify the other party of such event and apply reasonable steps to mitigate the effect of the event upon its performance of this Agreement and the affected party shall resume its full performance of this Agreement as soon as the event has passed.
14. Controlling Laws.
 - a. This Agreement and the provisions contained herein shall be construed, controlled, and interpreted according to the laws of the State of Florida, and all duly adopted ordinances, regulations and policies of the CRA now in effect and those hereinafter adopted.

- b. The location for settlement of any and all claims, controversies, or disputes arising out of or relating to any part of this Agreement, or any breach hereof, shall be Orange County, Florida.

15. Miscellaneous.

- a. API warrants that it has not employed or retained any company or person, other than a bona fide employee or consultant working for them, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for them, any fee, commission, percentage, gift, or any other consideration that is contingent upon or resulting from the award or making of this Agreement.
- b. API warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, disability, sex, age, national origin, or marital status.
- c. This Agreement constitutes the entire agreement between the parties with respect to the specific matters contained herein and supersedes all previous discussions, understandings, and agreements. Amendment to or waivers of the provisions herein shall be mutually agreed by the parties in writing.
- d. If any sentence, phrase, paragraph, provision or portion of this Agreement is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed and independent provision and such holding shall not affect the validity of the remaining portion hereto.
- e. If either party has to file suit to enforce the terms of this Agreement or pursue reimbursement of funds, the prevailing party shall be entitled to reasonable attorney's fees actually incurred.

16. Notices. Any notices required or allowed herein under shall be in writing and given by certified mail, return receipt requested, or in person with proof of delivery to the addresses below or such other addresses either party shall have specified by written letters to the other party delivered in accordance herewith:

CRA: Executive Director
 Community Redevelopment Agency
 400 South Orange Avenue, 6th Floor

Orlando, FL 32801

Economic Development Department Director
City of Orlando
400 South Orange Avenue, 3rd Floor
Orlando, FL 32801

API: AssuredPartners, Inc.
Joseph Guercio, EVP of Operations
Lesli Whisenant, VP Corporate Tax
200 Colonial Center Parkway, Ste. 140
Lake Mary, FL 32746

IN WITNESS WHEREOF, the parties hereto have executed these presents and have set their hands and seals each upon the date so indicated.

ASSURED PARTNERS, INC., a Delaware corporation,

By: _____
Print Name: _____
Title: _____

WITNESS:

Print Name: _____

STATE OF FLORIDA
COUNTY OF SEMINOLE

PERSONALLY APPEARED before me, by means of ☐ physical presence or ☐ online notarization, the undersigned authority, _____, ☐ well known to me or ☐ who has produced his/her _____ as identification, and known to me to be the _____ of above-mentioned corporation, and acknowledged before me that he/she executed the foregoing High-Wage/High-Value Job Creation Program Agreement on behalf of said corporation, as its true act and deed, and that he/she was duly authorized to do so.

WITNESS my hand and official seal this ____ day of _____, 2021.

NOTARY PUBLIC

Print Name: _____

My Commission Expires: _____

COMMUNITY REDEVELOPMENT AGENCY

By: _____

Chairman

Print Name: _____

Date: _____

ATTEST:

Executive Director

Print Name: _____

Date: _____

APPROVED as to form and legality,
for the use and reliance of the
CRA/City of Orlando, Florida only.
_____, 2021.

Assistant City Attorney
City of Orlando, Florida

STATE OF FLORIDA
COUNTY OF ORANGE

PERSONALLY APPEARED before me by means of ☐ physical presence or ☐ online notarization, the undersigned authority, _____, ☐ well known to me or ☐ who has produced his/her _____ as identification, and known to me to be the Chairman of the Community Redevelopment Agency, and acknowledged before me that he/she executed the foregoing High-Wage/High-Value Job Creation Program Agreement on behalf of the Community Redevelopment Agency as its true act and deed, and that he/she was duly authorized to do so.

WITNESS my hand and official seal this ____ day of _____, 2021.

NOTARY PUBLIC
Print Name: _____
My Commission Expires: _____

EXHIBIT “A”

HIGH WAGE/HIGH VALUE JOB CREATION PROGRAM

OVERVIEW. It is the City of Orlando’s and the CRA’s intent to attract targeted industries and targeted headquarters with high-wage, high-value jobs to Downtown Orlando by providing the following incentives for the purpose of accomplishing goals such as: Diversifying the local economy, growing high-wage, high-value jobs, and growing targeted industries. Incentives are available for qualified companies that locate high-wage, high-value jobs to a location within the Downtown Orlando Community Redevelopment Area (the “Area”).

1. **Job Creation Incentive** - In recognition of a company’s job creation, the CRA may provide a job creation incentive payment, as long as funds are available, of up to \$2,000 per job created within a five year period to be paid by the CRA to the company annually, in arrears,. The company will be required to maintain these jobs for a ten (10) year period from execution of an incentive agreement with the CRA.
- . The Job Creation Incentive is contingent upon the company having an established minimum number of employees by the end of Year 1 at a Downtown Orlando location within the CRA and retaining a minimum number of employees at the Downtown Orlando location through Year 8. To qualify for the Program’s Job Creation Incentive, the average annual wage must meet one of the following percentages:

Annual Average Wage (AAW)	Per job incentive value of up to
115% of the Orange County or State of Florida AAW	\$750
150% of the Orange County or State of Florida AAW	\$1,500
200% of the Orange County or State of Florida AAW	\$2,000

2. If a company qualifies for the Job Creation Incentive, it may qualify for one or more of the following additional incentives as long as funds are available:

Downtown Living Incentive – An additional incentive of up to \$1,000 per job incented under paragraph 1 herein may be provided to a company having a certain number of employees with a permanent primary residence located within the Area. The following percentages of employees must be met:

- 15% in Year 1;
- 20% in Year 2; and
- 25% in Year 3 and for the subsequent 10-year period.

Appropriate documentation showing proof of residency (i.e. tax record, evidence of a lease agreement, utility bill, etc...) must be provided in accordance with the incentive agreement.

Public Transportation Incentive – An additional incentive up to \$1,000 per incented job under paragraph 1 may be provided to a company which has a certain number of employees who are utilizing a Transportation Spending Account, as defined in the Internal Revenue Code Section 132 and the federal Transportation Equity Act for the 21st Century (“Transportation Spending Account”). The following percentages of employees must be met:

- 15% in Year 1;
- 20% in Year 2; and
- 25 % in Year 3 and for the subsequent 10-year period.

Appropriate documentation showing proof of the employee’s use of a transportation spending account must be provided in accordance with the funding agreement. To qualify for this incentive, each Transportation Spending Account must be funded in an amount of at least \$560 annually.

3. In addition to financial incentives, the CRA may provide successful applicants with assistance in obtaining access to relevant market data, labor force data, and real estate data, in connecting applicants with regional economic development organizations for workforce training, technical assistance, and strategic planning, and in coordinating with respect to permitting processes.
4. The CRA may determine overall incentive recommendations on a case-by-case basis.
5. Cumulative incentives granted to any one company under this Program will not exceed \$4,000 per job.
6. Eligible companies must occupy a physical location within the Area that provides at least 200 square feet of space per incented employee.
7. Eligible companies must sign a written agreement certifying that incented employees will spend at least 50 percent of their working hours in the CRA location.
8. Recipients of the HWHV program funding must submit an annual statement to certify their performance. The annual report must be reviewed and certified by a third-party, Certified Public Accountant (CPA), prior to submittal to the CRA.

EXHIBIT "B"
Payout Schedule for Each Program Incentive

AssuredPartners Inc.

High Wage High Value Job Incentive	\$ 2,000.00
Downtown Living Incentive	\$ 1,000.00
Public Transportation Incentive	\$ 1,000.00
Total Incentive Per Job	\$ 4,000.00

High Wage High Value Job Incentive							
Fiscal Year	Existing Jobs	Year 1	Year 2	Year 3	Year 4	Year 5	Total
Incented Jobs	0	116	15	17	24	28	200
2022/2023	\$ -	\$ 58,000				\$	\$ 58,000
2023/2024	\$ -	\$ 58,000	\$ 7,500			\$	\$ 65,500
2024/2025	\$ -	\$ 58,000	\$ 7,500	\$ 8,500		\$	\$ 74,000
2025/2026	\$ -	\$ 58,000	\$ 7,500	\$ 8,500	\$ 12,000	\$	\$ 86,000
2026/2027			\$ 7,500	\$ 8,500	\$ 12,000	\$ 14,000	\$ 42,000
2027/2028				\$ 8,500	\$ 12,000	\$ 14,000	\$ 34,500
2028/2029					\$ 12,000	\$ 14,000	\$ 26,000
2029/2030						\$ 14,000	\$ 14,000
Total						\$	400,000

Downtown Living Incentive							
Fiscal Year	Existing Jobs	Year 1	Year 2	Year 3	Year 4	Year 5	Total
Incented Jobs	0	116	15	17	24	28	200
2022/2023	\$ -	\$ 29,000				\$	\$ 29,000
2023/2024	\$ -	\$ 29,000	\$ 3,750			\$	\$ 32,750
2024/2025	\$ -	\$ 29,000	\$ 3,750	\$ 4,250		\$	\$ 37,000
2025/2026	\$ -	\$ 29,000	\$ 3,750	\$ 4,250	\$ 6,000	\$	\$ 43,000
2026/2027			\$ 3,750	\$ 4,250	\$ 6,000	\$ 7,000	\$ 21,000
2027/2028				\$ 4,250	\$ 6,000	\$ 7,000	\$ 17,250
2028/2029					\$ 6,000	\$ 7,000	\$ 13,000
2029/2030						\$ 7,000	\$ 7,000
Total						\$	200,000

Public Transportation Job Incentive							
Fiscal Year	Existing Jobs	Year 1	Year 2	Year 3	Year 4	Year 5	Total
Incented Jobs	0	116	15	17	24	28	200
2022/2023	\$ -	\$ 29,000				\$	\$ 29,000
2023/2024	\$ -	\$ 29,000	\$ 3,750			\$	\$ 32,750
2024/2025	\$ -	\$ 29,000	\$ 3,750	\$ 4,250		\$	\$ 37,000
2025/2026	\$ -	\$ 29,000	\$ 3,750	\$ 4,250	\$ 6,000	\$	\$ 43,000
2026/2027			\$ 3,750	\$ 4,250	\$ 6,000	\$ 7,000	\$ 21,000
2027/2028				\$ 4,250	\$ 6,000	\$ 7,000	\$ 17,250
2028/2029					\$ 6,000	\$ 7,000	\$ 13,000
2029/2030						\$ 7,000	\$ 7,000
Total						\$	200,000

Total Potential Incentive \$ 800,000

EXHIBIT "C"
ANNUAL REPORT
for AssuredPartners, Inc.

Date:	
Report Period Start Date:	
Report Period End Date:	
Number of New Jobs Created:	
Average Annual Wage of New Jobs (excluding Benefits):	
Location of New Jobs:	
Number of Maintained Jobs previously reported:	
Average Annual Wage of Jobs previously reported: (excluding Benefits):	
Total Number of Jobs in the Area:	
Average Annual Wage of All Jobs in the Area:	
Total Number of Employees Living within the Area:	
Percentage of Employees Living within the Area:	
Total Number of Employees making at least the minimum required contribution to a Transportation Spending Account:	
Percentage of Employees making at least the minimum required contribution to a Transportation Spending Account:	
Percentage of Working Hours that incented Employees are spending in the Area (must be at least 50%):	

I have reviewed this Report and any pertinent information related thereto, and hereby certify it to be true and correct.

By: _____

Print Name: _____

Title: Certified Public Accountant (CPA)

Name of Accounting Firm or API: _____

License No. _____