

ECONOMIC DEVELOPMENT AGREEMENT BETWEEN THE GREATER PHOENIX ECONOMIC COUNCIL AND THE CITY OF APACHE JUNCTION

This AGREEMENT is entered into between the CITY OF APACHE JUNCTION, an Arizona municipal corporation ("City"), and the GREATER PHOENIX ECONOMIC COUNCIL ("GPEC"), an Arizona non-profit corporation, both of which may be hereinafter referred to collectively as the "Parties" or individually as a "Party".

RECITALS

- A. City desires to retain the services of a regional economic development agency to undertake strategic worldwide economic development initiatives including business recruitment, expansion and attraction to bring additional jobs and positive economic outcomes to the Phoenix region.
- B. GPEC is one of the region's premier economic development groups for regional economic development services for the Phoenix region.
- C. The purpose of this agreement is to set forth the regional economic development program that GPEC agrees to undertake, the support that the City agrees to provide, the respective roles of GPEC and the City and the payment schedule between the City to GPEC for the 2019 fiscal year.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the CITY and GPEC agree as follows:

I. RESPONSIBILITIES OF GPEC

- A. **MISSION:** Attract and grow quality businesses and advocate for Greater Phoenix's competitiveness.
- B. **GOALS:** GPEC is guided by and strategically focused on two specific long-range goals:
 - 1. Marketing the region to generate qualified business/industry prospects in targeted economic clusters
 - 2. Leveraging public and private allies and resources to locate qualified prospects, improve overall competitiveness, and sustain organizational vitality
- C. **RETENTION AND EXPANSION POLICY:**
 - 1. GPEC's primary role is developing the Greater Phoenix region's market intelligence strategy for high wage, base industry clusters in coordination with representatives of GPEC member communities.
 - 2. Retention and expansion of existing businesses within GPEC

member communities is primarily a local issue.

3. GPEC will support its member communities' efforts to retain and expand existing businesses through coordinating regional support and providing research on key retention and expansion projects.
4. GPEC will advise its member communities when an existing company contacts GPEC regarding a retention or expansion issue, subject to any legal or contractual non-disclosure obligations.

D. ACTION PLAN AND BUDGET: In accordance with the Mission, Goals and Retention and Expansion Policy set forth above and subject to the availability of adequate funding, GPEC shall implement the Action Plan and Budget adopted by GPEC's Board of Directors, a copy of which has been delivered to the City, receipt of which is hereby acknowledged. A summary of the Action Plan is attached hereto as **Exhibit A** ("GPEC Action Plan"). The City shall be informed of any changes in the adopted GPEC Action Plan which will materially affect or alter the priorities established therein. Such notification will be in writing and will be made prior to implementation of such changes. Notwithstanding the foregoing, the City acknowledges and agrees that GPEC may, in its reasonable judgment in accordance with its own practices and procedures, substitute, change, reschedule, cancel or defer certain events or activities described in the GPEC Action Plan as required by a result of changing market conditions, funding availability, unforeseen expenses or other circumstances beyond GPEC's reasonable control. GPEC shall solicit the input of the City on the formulation of future marketing strategies and advertisements. The GPEC Action Plan will be revised to reflect any agreed upon changes to the GPEC Action Plan.

E. PERFORMANCE TARGETS: Specific performance targets, established by GPEC's Executive Committee and Board of Directors, are attached hereto as **Exhibit B** ("GPEC Performance Measures") and shall be used to evaluate and report progress on GPEC's implementation of the GPEC Action Plan. In the event of changing market conditions, funding availability, unforeseen expenses or other circumstances beyond GPEC's reasonable control, these performance targets may be revised with the City's prior written approval, or with the prior written approval of a majority of the designated members of GPEC's Economic Development Directors Team ("EDDT"). GPEC will provide monthly reports on the 15th of each month to the City discussing in detail its progress in implementing the GPEC Action Plan as well as reporting the numerical results for each performance measurement set forth in Exhibit B. GPEC shall provide a copy of its annual external audit for the preceding fiscal year to the City no later than December 31, 2018.

In the case of any benchmark which is not met, GPEC will meet with the EDDT to provide an explanation of the relevant factors and circumstances and discuss the approach to be taken in order to achieve the target(s). Failure to meet a performance target will not, by itself, constitute an event of default hereunder unless GPEC: (i) fails to inform the City of such events; or (ii) fails to meet with EDDT to present a plan for

improving its performance during the balance of the term of the Agreement.

II. RESPONSIBILITIES OF THE CITY

A. STAFF SUPPORT OF GPEC EFFORTS: The City shall provide staff support to GPEC's economic development efforts as follows:

1. The City shall respond to leads or prospects referred by GPEC in a professional manner within the time frame specified by the lead or prospect if the City desires to compete and if the lead is appropriate for the City. When available, the City agrees to provide its response in the format developed jointly by EDDT and GPEC.
2. The City shall provide appropriate local hospitality, tours and briefings for prospects visiting sites in the City.
3. The City shall provide an official economic development representative to represent the City on the EDDT, which advises GPEC's President and CEO.
4. The City shall cooperate in the implementation of GPEC/EDDT process improvement recommendations including the use of common presentation formats, exchange of information on prospects with GPEC's staff, the use of shared data systems, land and building data bases and private sector real estate industry interfaces.
5. The City shall use its best efforts to respond to special requests by GPEC for particularized information about the City within three business days after the receipt of such request.
6. In order to enable GPEC to be more sensitive to the City's requirements, the City shall, at its sole option, deliver to GPEC copies of any City approved economic development strategies, work plan, programs and evaluation criteria. GPEC shall not disclose the same to the other participants in GPEC or their representatives.
7. The City shall utilize its best good faith efforts to cause an economic development professional representing the City to attend all marketing events and other functions to which the City has committed itself.
8. The City agrees to work with GPEC to improve the City's competitiveness and market readiness to support the growth and expansion of the targeted industries as identified for the City in Exhibit C ("Targeted Industries").

B. NONEXCLUSIVE AGREEMENT: The City recognizes GPEC as a regional economic development organization for marketing the Greater Phoenix region. Nothing in this agreement however prohibits the City from

contracting with other regional economic development marketing providers for similar services.

III. ADDITIONAL AGREEMENTS OF THE PARTIES:

A. PARTICIPATION IN MARKETING EVENTS AND PROVISION OF TECHNICAL ASSISTANCE: Representative(s) of the City shall be entitled to participate in GPEC's marketing events provided that such participation shall not be at GPEC's expense. When requested and appropriate, GPEC will use its best efforts to provide technical assistance and support to City economic development staff for business location prospects identified and qualified by the City and assist the City with presentations to the prospect in the City or their corporate location.

B. COMPENSATION & TERM:

1. The City agrees to pay **\$23,984.00** for services to be provided by GPEC pursuant to the Agreement during the fiscal year ending on June 30, 2019, as set forth in this Agreement. This amount is based on approximately \$0.6002 per capita applied to that portion of the City's population outside of Maricopa County plus \$0.4647 per capita applied to that portion of the City's population within Maricopa County, based upon the based up on the 2017 Office of Economic Opportunity population estimate, which listed the City as having a population of 39,719 in Pinal County and 311 in Maricopa County. The payment by the City may, upon the mutual and discretionary approval of the board of directors of GPEC and the City, be increased or decreased from time to time during the term hereof in accordance with the increases or decreases of general application in the per capita payments to GPEC by other municipalities which support GPEC, but in no event shall the total compensation exceed \$25,000.00 for the term of this Agreement.
2. Funding of this Agreement shall be subject to the annual appropriations of funds for this activity by the City pursuant to the required budget process of the City.
3. GPEC shall submit invoices for payment on an annual basis. The foregoing notwithstanding, if GPEC has not provided the City with the audit required pursuant to paragraph I(E) above no later than December 31, 2018, no payments shall be made hereunder until the City receives the audit report and is provided at least a 30 calendar day review and approval period.. Invoices and monthly activity reports, substantially in the form of **Exhibit D ("Reporting Mechanism for Contract Fulfillment")** attached hereto, are to be submitted to the address listed under paragraph IV(P).

C. MUTUAL COOPERATION:

1. The parties acknowledge that GPEC is a cooperative organization effort among GPEC and its member communities. Accordingly, the City and GPEC covenant and agree to work together in a productive and harmonious manner, to cooperate in furthering

GPEC's goals for FY2019. The City and GPEC further covenant and agree to comply with the Regional Cooperation Protocol, attached hereto as Exhibit F, in all material respects.

2. The City agrees to work with GPEC, as necessary or appropriate, to revise the performance measures, and/or benchmarks, and/or goals for the FY2020 contract.
3. The City agrees to work with GPEC during FY2019 to develop a revised public sector funding plan, including a regional allocation formula for FY2020, if determined to be necessary or appropriate.

IV. GENERAL PROVISIONS:

- A. COVENANT AGAINST CONTINGENT FEES:** GPEC warrants that no person or selling agent has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee. For a breach or violation of this warranty, the City shall have the right to terminate this Agreement without liability or, in its discretion, to deduct the commission, brokerage or contingent fee from its payment to GPEC.
- B. PAYMENT DEDUCTION OFFSET PROVISION:** GPEC acknowledges that no payment shall be made to any contractor as long as there is any outstanding obligation due to the City, and any such obligation shall be offset against payment due to GPEC.
- C. ASSIGNMENT PROHIBITED:** No party to this agreement may assign any right or obligation pursuant to this Agreement. Any attempted or purported assignment of any right or obligation pursuant to this Agreement shall be void and have no effect.
- D. INDEPENDENT CONTRACTOR; NO AGENCY:** Nothing contained in this Agreement creates any partnership, joint venture or agency relationship between the City and GPEC. At all times during the term of this Agreement, GPEC shall be an independent contractor and shall not be an employee of City. City shall have the right to control GPEC only insofar as to the results of GPEC's services rendered pursuant to this Agreement. GPEC shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. GPEC shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.
- E. INDEMNIFICATION AND HOLD HARMLESS:** During the term of this Contract, GPEC shall indemnify, defend, hold, protect and save harmless the City and any and all of its council members, appointees, officers and employees from and against any and all actions, suits, proceedings, claims and demands, loss, liens, costs, expense and liability of any kind and nature whatsoever, for injury to or death of persons, or damage to property, including property owned by City brought, made, filed against, imposed upon or sustained by the City, its appointees, officers, or employees in and arising from or attributable to or caused directly or indirectly by the negligence, wrongful acts, omissions or from operations

conducted by GPEC, its directors, officers, agents or employees acting on behalf of GPEC and with GPEC's knowledge and consent.

Any party entitled to indemnity shall notify GPEC in writing of the existence of any claim, demand or other matter to which GPEC's indemnification obligations would apply, and shall give to GPEC a reasonable opportunity to defend the same at its own expense and with counsel reasonably satisfactory to the indemnified party.

Nothing in this Subsection E shall be deemed to provide indemnification to any indemnified party with respect to any liabilities arising from the fraud, negligence, omissions or willful misconduct of such indemnified party.

- F. INSURANCE:** GPEC shall procure and maintain for the duration of this Agreement, at GPEC's own cost and expense, insurance against claims for injuries to persons or damages to property which may arise from or in connection with this Agreement by GPEC, its agents, representatives, employees or contractors, in accordance with the Insurance Requirements set forth in **Exhibit E** ("Insurance Requirements"), attached hereto. The City acknowledges that it has received and reviewed evidence of GPEC's insurance coverage in effect as of the execution of this Agreement.
- G. GRATUITIES.** The City may, by written notice to GPEC, terminate the right of GPEC to proceed under this Agreement upon one (1) calendar day notice, if it is found that gratuities in the form of entertainment, gifts, or otherwise were offered or given by GPEC, or any agent or representative of GPEC, to any officer or employee of the City with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performance of such contract; provided that the existence of the facts upon which the City makes such findings shall be an issue and may be reviewed in any competent court. In the event of such termination, the City shall be entitled to pursue all legal and equitable remedies against GPEC available to the City.
- H. EQUAL EMPLOYMENT OPPORTUNITY.** During the performance of this Agreement, GPEC agrees as follows:
1. GPEC will not discriminate against any employee or applicant for employment because of race, color, religion, gender, sexual orientation, national origin, age or disability. GPEC shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, gender, sexual orientation, national origin, age or disability. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. GPEC agrees to post in conspicuous places, available to employees and applicants for employment,

notices setting forth the provisions of this nondiscrimination clause.

2. GPEC will, in all solicitations or advertisements for employees place by or on behalf of GPEC, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, gender, sexual orientation, national origin, age or disability.
3. GPEC will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement, provided that the foregoing provisions shall not apply to Agreements or subcontracts for standard commercial supplies or new materials.
4. Upon request by the City, GPEC shall provide City with information and data concerning action taken and results obtained in regard to GPEC's Equal Employment Opportunity efforts performed during the term of this Agreement. Such reports shall be accomplished upon forms furnished by the City or in such other format as the City shall prescribe.

I. COMPLIANCE WITH APPLICABLE FEDERAL AND STATE LAWS REQUIRED. GPEC understands and acknowledges the applicability of the American with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989 and agrees to comply therewith in performing under any resultant agreement and to permit City inspection of its records to verify such compliance.

1. GPEC warrants to the City that, to the extent applicable under A.R.S. § 41-4401, GPEC is in compliance with all Federal Immigration laws and regulations that relate to its employees and with the E-Verify Program under A.R.S. § 23-214(A). GPEC acknowledges that a breach of this warranty by GPEC or any subconsultants providing services under this Agreement is a material breach of this Agreement subject to penalties up to and including termination of this Agreement or any applicable subcontract. The City retains the legal right to inspect the papers of any employee of GPEC or any subconsultant who works on this Agreement to ensure compliance with this warranty.
2. The City may conduct random verification of the employment records of GPEC and any of its subconsultants who work on this Agreement to ensure compliance with this warranty.
3. The City will not consider GPEC or any of its subconsultants who work on this Agreement in material breach of the foregoing warranty if GPEC and such subconsultants establish that they have complied with the employment verification provisions prescribed by 8 USCA § 1324(a) and (b) of the Federal Immigration and Nationality Act and the e-verify requirements prescribed by Arizona Revised Statutes § 23-214(A).

4. The provisions of this Section I must be included in any contract GPEC enters into with any and all of its subconsultants who provide services under this Agreement or any subcontract to provide services under this Agreement. As used in this Section I "services" are defined as furnishing labor, time or effort in the State of Arizona by a contractor or subcontractor. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property.
 5. Pursuant to A.R.S. §§ 35-391.06 and 35-393.06, GPEC hereby certifies to the City that GPEC does not have "scrutinized" business operations, as defined in A.R.S. §§ 35-391 and 35-393, in either Sudan or Iran.
 6. Pursuant to A.R.S. §§ 35-393 through 35-393.03, GPEC hereby certifies to the City that GPEC does not have any contracts/services/providers/suppliers that boycott Israel.
- J. TERMINATION.** City shall have the right to terminate this Agreement if GPEC shall fail to duly perform, observe or comply with any covenant, condition or agreement on its part under this Agreement and such failure continues for a period of 30 calendar days (or such shorter period as may be expressly provided herein) after the date on which written notice requiring the failure to be remedied shall have been given to GPEC by the City; provided, however, that if such performance, observation or compliance requires work to be done, action to be taken or conditions to be remedied which, by their nature, cannot reasonably be accomplished within 30 calendar days, no event of default shall be deemed to have occurred or to exist if, and so long as, GPEC shall commence such action within that period and diligently and continuously prosecute the same to completion within 90 calendar days or such longer period as the City may approve in writing. The foregoing notwithstanding, in the event of circumstances which render GPEC incapable of providing the services required to be performed hereunder, including, but not limited to, insolvency or an award of monetary damages against GPEC in excess of its available insurance coverage and assets, the City may immediately and without further notice terminate this Agreement.
- K. RESPONSIBILITY FOR COMPLIANCE WITH LEGAL REQUIREMENTS.** GPEC's performance hereunder shall be in material compliance with all applicable federal, state and local health, environmental, and safety laws, regulations, standards, and ordinances in effect during the performance of this Agreement.
- L. INSTITUTION OF LEGAL ACTIONS.** Any legal actions instituted pursuant to this Agreement must be filed in the county of Pinal, State of Arizona, or in the Federal District Court in the District of Arizona. In any legal action, the prevailing party in such action will be entitled to reimbursement by the other party for all costs and expenses of such action, including reasonable attorneys' fees as may be fixed by the Court.
- M. APPLICABLE LAW.** Any and all disputes arising under any Agreement to be awarded hereunder or out of the proposals herein called for, which

cannot be administratively resolved, shall be tried according to the laws of the State of Arizona, and GPEC shall agree that the venue for any such action shall be in the State of Arizona, Pinal County.

- N. CONTINUATION DURING DISPUTES.** GPEC agrees that, notwithstanding the existence of any dispute between the parties, each party shall continue to perform the obligations required of it during the continuation of any such dispute, unless enjoined or prohibited by an Arizona court of competent jurisdiction.
- O. CITY REVIEW OF GPEC RECORDS.** GPEC must keep all Agreement records separate for three years and make them available for audit by City personnel upon request .
- P. NOTICES.** Any notice, consent or other communication required or permitted under this Agreement shall be in writing and shall be deemed received at the time it is personally delivered, on the day it is sent by facsimile transmission, on the second day after its deposit with any commercial air courier or express service or, if mailed, three (3) business days after the notice is deposited in the United States mail addressed as follows:

If to City: Bryant Powell
 City Manager
 City of Apache Junction
 300 East Superstition Boulevard
 Apache Junction, AZ 85119
 Phone: (480) 474-5092
 Fax: (480) 474-5110

If to GPEC: Chris Camacho
 President and Chief Executive Officer
 Greater Phoenix Economic Council
 Two North Central Avenue, Suite 2500
 Phoenix, Arizona 85004-4469
 Phone: (602) 256-7700
 FAX: (602) 256-7744

Any time period stated in a notice shall be computed from the time the notice is deemed received. Either party may change its mailing address or the person to receive notice by notifying the other party as provided in this paragraph.

- Q. TRANSACTIONAL CONFLICT OF INTEREST.** Notwithstanding paragraph IV(J), all parties hereto acknowledge that this Agreement is subject to cancellation by the City pursuant to the provisions of A.R.S. § 38-511.
- R. NONLIABILITY OF OFFICIALS AND EMPLOYEES.** No member, official or employee of the City will be personally liable to GPEC, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to GPEC or successor, or on any obligation under the terms of this Agreement. No member, official or employee of GPEC will be personally liable to the City, or any successor in interest, in the

event of any default or breach by the GPEC or for any amount which may become due to the City or successor, or on any obligation under the terms of this Agreement.

- S. SEVERABILITY.** City and Consultant each believe that the execution, delivery and performance of this Agreement are in compliance with all applicable laws. However, in the unlikely event that any provision of this Agreement is declared void or unenforceable (or is construed as requiring City to do any act in violation of any applicable laws, including any constitutional provision, law, regulation, or city code), such provision shall be deemed severed from this Agreement and this Agreement shall otherwise remain in full force and effect; provided that this Agreement shall retroactively be deemed reformed to the extent reasonably possible in such a manner so that the reformed agreement (and any related agreements effective as of the same date) provide essentially the same rights and benefits (economic and otherwise) to the Parties as if such severance and reformation were not required. Unless prohibited by applicable laws, the Parties further shall perform all acts and execute, acknowledge and/or deliver all amendments, instruments and consents necessary to accomplish and to give effect to the purposes of this Agreement, as reformed.
- T. CAPTIONS.** The captions contained in this Agreement are merely a reference and are not to be used to construe or limit the text.
- U. NO THIRD PARTY BENEFICIARIES.** No creditor of either party or other individual or entity shall have any rights, whether as a third-party beneficiary or otherwise, by reason of any provision of this Agreement.
- V. Disclosure of Confidential Information If Required By Law.** This agreement allows the Parties to disclose Confidential Information, as defined below, to each other under the following terms. In the opinion of the Parties to this Agreement: (1) the Confidential Information is the proprietary property of the Parties and is strictly confidential and privileged pursuant to, among other laws, A.R.S. §§ 44-401, et seq., (2) the release of the Confidential Information provided could cause harm to the Parties' competitive position, (3) the Confidential Information is potentially personal and private, and (4) the Confidential Information is exempt from disclosure under the Arizona Public Records and Open Meeting Laws, A.R.S. § 39-121, et seq. The Agreement does not license, assign, or convey any intellectual property or proprietary rights from any Party to any other Party.

"Confidential Information" means non-public information, know-how, or trade secrets in any form, that:

1. Are designated as being confidential; or
2. A reasonable person knows or reasonably should understand to be confidential.

The City must comply with and may be subject to certain disclosure requirements under the Arizona public records law (A.R.S. § 39-101, et seq.). The City may disclose Confidential Information if required to comply

with a court order or other government demand that has the force of law. Prior to disclosure, the Party must:

1. Seek the highest level of protection available; and
2. Give GPEC reasonable prior notice of the request for records and identified responsive documents to allow them to seek a protective order, unless such notice is not permitted under law.

W. ENTIRE AGREEMENT, WAIVERS AND AMENDMENTS. This Agreement may be executed in up to three (3) duplicate originals, each of which is deemed to be an original. This Agreement, including twelve (12) pages of text and the below-listed exhibits which are incorporated herein by this reference, constitutes the entire understanding and agreement of the parties.

Exhibit A - GPEC Action Plan
Exhibit B - GPEC Performance Measures
Exhibit C - Targeted Industries
Exhibit D - Reporting Mechanism for Contract Fulfillment
Exhibit E - Insurance Requirements
Exhibit F – Regional Cooperation Protocol

This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto, and supersedes all negotiations or previous agreements between the parties with respect to all or any part of the subject matter hereof.

Except as otherwise expressly provided in this Agreement, any failure or delay by any party in asserting any of its rights or remedies as to any default, will not operate as a waiver of any default, or of any such rights or remedies, or deprive any such party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies.

All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of the City or GPEC, and all amendments hereto must be in writing and signed by the appropriate authorities of the parties hereto.

[SIGNATURES APPEAR ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the parties hereto have executed the Agreement
this ____ day of _____, 2018.

City of Apache Junction, an Arizona municipal
corporation

By: _____
Jeff Serdy, Mayor

ATTEST:

By: _____
Kathy Connelly, City Clerk

APPROVED AS TO FORM:

By: _____
Richard J. Stern, City Attorney

STATE OF ARIZONA)
) ss.
COUNTY OF PINAL)

On this ____ day of _____, 2018, before me, the undersigned Notary Public,
personally appeared Jeff Serdy, who acknowledged himself to be the mayor of
the city of Apache Junction, an Arizona municipal corporation, that he, as such
officer, being authorized so to do, executed the foregoing instrument for the
purposes therein contained, by signing the name of the corporation by himself as
such officer. In witness whereof, I hereunto set my hand and official seal.

Notary Public

My commission expires:

GREATER PHOENIX ECONOMIC COUNCIL,
an Arizona nonprofit corporation

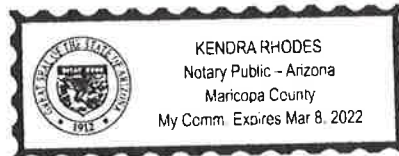
By: [Signature]
Chris Camacho, President & Chief Executive Officer

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

On this 20 day of JUNE, 2018, before me, the undersigned Notary Public, personally appeared Chris Camacho, who acknowledged himself to be the President & Chief Executive Officer of Greater Phoenix Economic Council, an Arizona non-profit corporation, that he, as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as such officer. In witness whereof, I hereunto set my hand and official seal.

[Signature]
Notary Public

My commission expires: 3/8/22



GREATER PHOENIX ECONOMIC COUNCIL
ACTION PLAN
FISCAL YEAR 2019



An aerial photograph of a city skyline, likely Phoenix, Arizona. The image shows a dense cluster of skyscrapers and commercial buildings. In the foreground, a tall, light-colored building with vertical stripes is prominent on the left. To its right, a tall, dark building with a grid-like facade stands out. The city extends into the distance, with a hazy horizon under a dramatic, cloudy sky. The text "Attract and grow quality businesses and advocate for Greater Phoenix's competitiveness." is overlaid in white, sans-serif font across the center of the image.

Attract and grow
quality businesses
and advocate for
Greater Phoenix's
competitiveness.

GPEC MISSION

A LETTER FROM CHRIS CAMACHO

President & CEO, Greater Phoenix Economic Council



Over the past year, we saw county, community and industry leadership join together to advance our economic position and bring new business to the region, generating a record number of jobs. Additionally, The Connected Place campaign established our region as a nationally renowned place where technology and innovation can thrive.

Even with 85 companies relocating or expanding to the region over the past two years, our work is not done.

As we enter fiscal year 2019, the Greater Phoenix Economic Council (GPEC) is committed to further advancing the region's economy by implementing strategies that drive business expansion and relocation from both national and global markets. We'll strategically implement a plan that will evolve The Connected Place identity to reflect innovation across people, place and technology. And as we continue to build on our depth of knowledge in cybersecurity, autonomous vehicles, wearables and industry 4.0, we'll empower business leaders to join us in advancing our regional position.

This next fiscal year is the final year of our three-year strategic plan. We're humbled by the achievements and energized by the opportunity to continue doing more. In order to build on the work we've started, we'll chart a path forward and set new goals to advance our competitiveness through the Modern Economy and Smart Region Plans.

Our region's story runs deeper than just being a market offering a good value to do business. Greater Phoenix is the place where talent is bred, community is built and business thrives. Join us as we advance our economy together.

VISION

For 29 years the Greater Phoenix Economic Council (GPEC) has successfully attracted quality businesses to the Greater Phoenix region, gaining a reputation as a premier economic development organization in the country. In the FY2017-19 strategic plan, GPEC presents pragmatic and forward-looking strategies for positioning the region as a competitive environment where companies can locate and grow their business.

Our region will pivot to competing on value, not solely on low cost. Competing on value means our strategy is aligned with the global 21st century economy, which increasingly rewards regions that offer a wide range of capabilities, including workforce and talent availability, access to customers, a robust supply chain, quality infrastructure and strategic partnerships with universities and research institutions.

We will lead the effort to position the region for the next economy by working collaboratively across the public and private sectors. Together

we will be best-in-class in designing and implementing economic growth strategies that stimulate inclusive growth and shared prosperity, improving the opportunities and quality of life for all Arizonans.

Solidify the region as a place where businesses locate and grow, creating quality jobs.

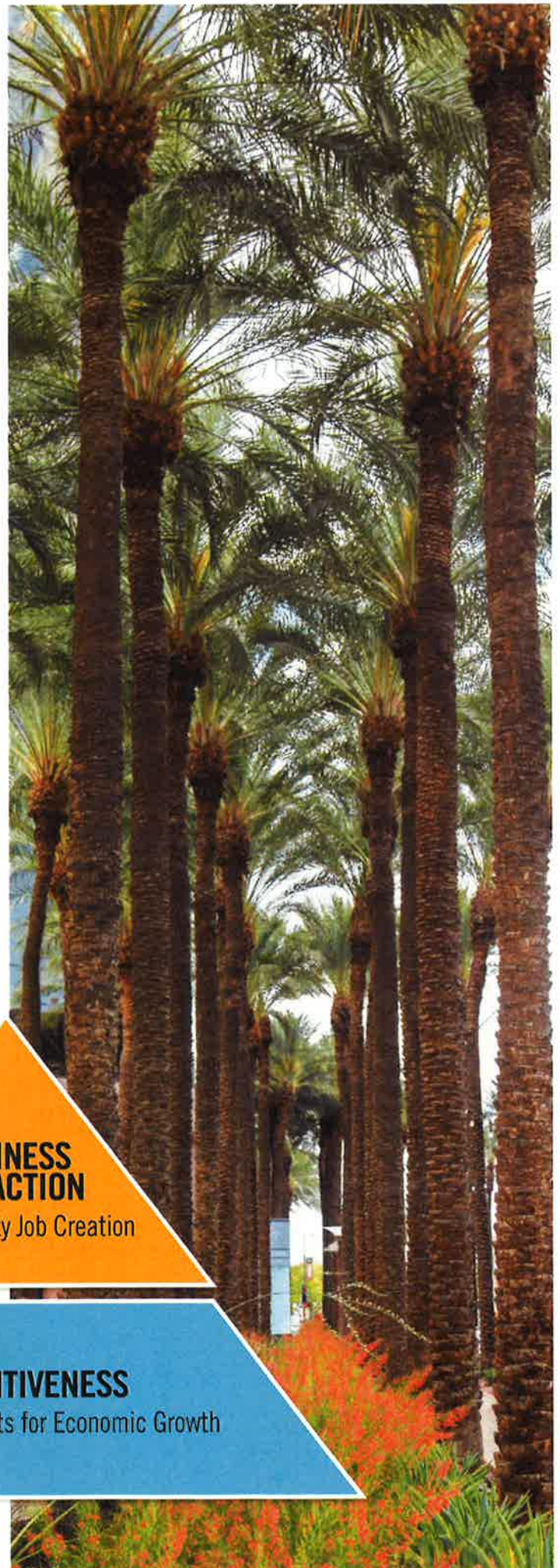
We will selectively target markets and advanced industries that align with our region's shift towards a knowledge-based, innovation-driven economy, positioning the region as a place where companies can effectively scale their growth and create quality jobs.

Strengthen the regional model by organizing around workforce development and market intelligence through public-private partnerships and strategic alliances.

We will lead with our unique strengths – visionary leadership, strong public-private sector partnerships and research expertise – to implement an integrated advanced industry strategy, driving sustainable economic growth.

Lead policy and civic dialogue to drive consensus around economic performance objectives for advancing our region's competitiveness.

As the region's economic development experts, we will continuously assess, monitor and measure our economic performance, and advocate for policies and strategies that diversify our economy.





GREATER PHOENIX ECONOMIC COUNCIL

ACTION PLAN

FISCAL YEAR 2019

Fiscal year 2019 marks the final year of GPEC's current Strategic Plan. This action plan reviews the strategies and projected outcomes outlined in the current three year Strategic Plan and the proposed activities GPEC will undertake to achieve these outcomes in fiscal year 2019. Together with the community and our partners we have made significant progress against our three year goals as we reported in our year-end summary for fiscal year 2017 and our mid-year report for fiscal year 2018. This action plan includes specific measures and milestones we will work toward in fiscal year 2019 to further demonstrate success.

BUSINESS ATTRACTION

STRATEGIES

- ↓ Attract more scalable enterprises in advanced industries
- ↓ Brand the region as a location of choice for FDI
- ↓ Refine the consultative model with a focus on specialized expertise and knowledge

ACTIVITIES

- Refine predictive modeling targeting key markets and industry sectors
- Continue to strengthen relationships with key multipliers, site selectors, and CRE's through specific case studies and industry ecosystem analyses
- Expand key initiatives to engage targeted companies in key industries
- Intensify outreach to scalable start-up and early stage companies in defined industries to promote opportunities for growth in Arizona
- Expand the reach of the "The Connected Place" brand with a focus on internationally-based technology companies
- Engage European, Asian, and Canadian markets through strategic conferences and partnerships with Select USA
- Enhance coordination with technology companies in Mexico looking to expand in the US market
- Promote Greater Phoenix's unique assets to better attract international companies looking to expand to the US
- Utilize the International Leadership Council (ILC) to increase outreach to international companies and promote the brand internationally
- Develop and refine GPEC's knowledge of emerging technology sectors
- Engage local industry to enhance expertise and outreach efforts

FY19 METRICS

	CONTRACT	TARGET	STRETCH
PAYROLL (IN MILLIONS)	\$380.15	\$418.17	\$480.89
JOBS	7,434	8,177	9,404
HIGH WAGE JOBS	3,261	3,587	4,125
AVERAGE HIGH WAGE SALARY	\$55,915	\$62,128	\$71,447
QUALIFIED PROSPECTS	229	252	277
QUALIFIED INTERNATIONAL PROSPECTS	38	42	46
GPEC ASSISTS	10	12	14



Engage targeted audiences through digital platforms to generate leads and establish GPEC as a thought leader



Partner with cities to enhance local and regional infrastructure and community preparedness

- Apply digital marketing best practices, tools, and social media platforms to target key audiences, engage influencers and generate interest in the market
- Continue placement of thought leadership pieces in key foreign and domestic media outlets

- Utilize the Community Partnership Program (CPP) to enhance community strengths and enhance project readiness for our diverse community partners
- Engage the Community Building Consortium (CBC) to provide feedback to communities on issues of preparedness for projects and development
- Utilize the Economic Development Director Team (EDDT) Council to coordinate and advocate for the execution of the Modern Economy Plan
- Work with local elected officials to support GPEC's efforts to drive regional economic development

PROJECTED OUTCOMES

- Increased percentage of GPEC's total locates in advanced industries
- Increased number of international prospects
- Elevated reputation of GPEC as a credible and respected "go-to" organization
- Increased number of directly sourced prospects
- Enhanced national profile of the region
- Strengthened value proposition, allowing attraction and growth of advanced industries

MEASURES & MILESTONES

- 5% increase over fiscal year 2018 of prospects in advanced industries
- 3,587 high wage jobs coming to Greater Phoenix as a result of GPEC activity
- 42 international prospects in GPEC's pipeline
- Feature press stories about the Greater Phoenix region in top foreign and domestic media outlets
- Increased conversion rate of prospects to locates year over year
- 5% increase in direct prospect generation
- 20% increased response rate in targeted marketing campaigns
- Communities advance their preparedness to recruit new companies through the counsel of GPEC

COMPETITIVENESS

STRATEGIES

- ↓ Develop and deploy a regional market intelligence system
- ↓ Engage state and federal policymakers on new and economic development competitiveness concepts
- ↓ Advocate for workforce development initiatives to support the growth of advanced industries

ACTIVITIES

- Develop a locate “aftercare” process with communities to connect local leadership to key resources in the region and support continued engagement and integration into the market
- Work with communities to enhance the market intelligence program to support regional retention and expansion and locate aftercare
- Develop and disseminate data-driven narratives to educate policy makers at the federal, state, and local level about the importance of modernized economic development policy
- Utilize the Biennial Washington D.C. Executive Mission to convey key needs of the region to federal policy makers and influencers
- Support adoption of Pipeline AZ by engaging employers, educational institutions and GPEC communities
- Leverage data collected via Pipeline AZ to support regional workforce development partners



PROJECTED OUTCOMES

- Increased number of data-driven actions to improve region's competitiveness
- Coordinated economic development policies that are aligned with the region's long-term development goals
- Expanded labor pool that meets industry needs
- Establishment of innovation partnerships
- A nationally recognized economic development system that is coordinated across peer organizations

MEASURES & MILESTONES

- Develop a repository for aggregating regional business intelligence data
- Launch an aftercare program that incorporates community leadership
- Execute a PR advocacy campaign with state and local policy makers on the need for infrastructure development tools
- Action items resulting from Biennial Washington D.C. Executive Mission are successfully adopted
- Smart Region Plan is adopted by Greater Phoenix communities
- At least one pilot smart region project is launched

↓ Promote innovation and commercialization to support an advanced industry ecosystem

↓ Lead collaboration across peer organizations to leverage complementary assets and strengthen coordinated action

- Support the development of a Smart Region Plan that encourages the development and adoption of smart technologies that enhance the innovation capacity of the region
- Support the work of the Partnership for Economic Innovation (PEI) in developing research consortiums in key industry sectors
- Continue the Health Innovation Council's (HIC) partnership with the Co+Hoots Foundation's PERCH program to engage Health IT entrepreneurs in the region

- Align with peer groups to execute policy, workforce, and industry initiatives
- Convene peer organizations to support and advance responsible investments in P-20 education system

BUDGET OVERVIEW

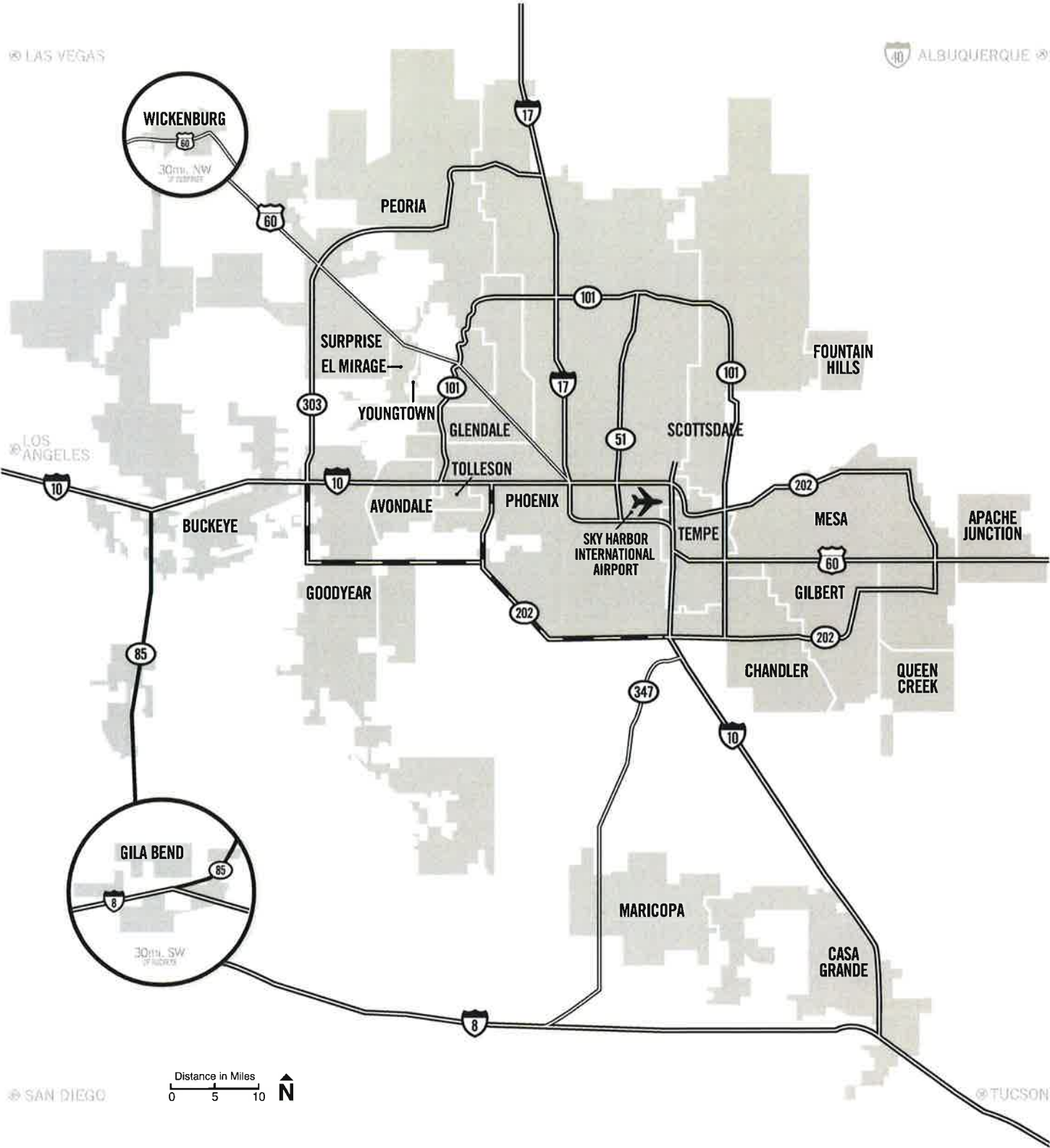
REVENUES	FY 2018 FORECAST	% OF TOTAL	FY 2019 BUDGET	% OF TOTAL	FY 2018 BUDGET	\$ CHANGE	% CHANGE
Public Funds	\$2,385,100	37.9%	\$2,577,000	41.2%	\$2,385,100	\$191,900	8.0%
Private Funds	2,697,800	42.8%	2,820,900	45.1%	2,628,900	192,000	7.3%
New Pledge Revenue	450,000	7.1%	350,000	5.6%	350,000	-	0.0%
In-Kind Pledges	218,500	3.5%	118,500	1.9%	218,500	(100,000)	(45.8%)
Events & Programs	85,000	1.3%	200,000	3.2%	100,000	100,000	100.0%
Grant Income	461,000	7.3%	182,800	2.9%	102,600	80,200	78.2%
Other	1,300	0.0%	1,300	0.0%	1,300	-	0.0%
TOTAL REVENUES	\$6,298,700	100.0%	\$6,250,500	100.0%	\$5,786,400	\$464,100	8.0%

OPERATING EXPENDITURES							
Business Development	389,400	6.2%	395,300	6.0%	389,400	5,900	1.5%
Marketing & Communications	330,600	5.3%	536,000	8.1%	330,600	205,400	62.1%
Research & Strategy	217,200	3.5%	225,000	3.4%	222,000	3,000	1.4%
Engagement & Public Affairs	299,800	4.8%	120,300	1.8%	201,800	(81,500)	(40.4%)
Other Initiatives	63,000	1.0%	80,400	1.2%	101,600	(21,200)	(20.9%)
Administration/Operations	411,700	6.6%	444,200	6.7%	394,200	50,000	12.7%
Personnel	3,633,000	57.9%	3,781,500	56.9%	3,424,100	357,400	10.4%
Facilities	665,400	10.6%	728,500	11.0%	760,900	(32,400)	(4.3%)
In-Kind	118,500	1.9%	-	0.0%	118,500	(118,500)	(100.0%)
Events & Programs	99,000	1.6%	280,000	4.2%	120,000	160,000	133.3%
TOTAL OPERATING EXPENDITURES	6,227,600	99.2%	6,591,200	99.2%	6,063,100	528,100	8.7%

NON-OPERATING EXPENDITURES							
Grant Expenses	50,000	0.8%	50,000	0.8%	50,000	-	0.0%
TOTAL EXPENSES	\$6,277,600	100.0%	\$6,641,200	100.0%	\$6,113,100	\$528,100	8.6%
NET GAIN (LOSS)	\$21,100		\$(390,700)		\$(326,700)	\$(64,000)	
Less: Capital Expenditures	(\$530,000)		(40,000)		(15,000)	490,000	
Amortization of Deferred Rent	312,000		(86,000)		(45,400)	(398,000)	
Add: Depreciation	331,000		372,900		319,500	41,900	
Add: Allowance for Doubtful Accounts	60,000		25,000		25,000	(35,000)	
Changes from Operating Activities	(1,500)		1,100		(1,800)	2,600	
Net Cash Flows	192,600		(117,700)		(44,400)	(310,300)	
Beginning Cash	2,379,600		2,572,200		2,379,600	192,600	
ENDING CASH	\$2,572,200		\$2,454,500		\$2,335,200	\$(117,700)	



MEMBER COMMUNITIES



OUR INVESTORS

Current as of 05/12/2018

CHAIRMAN'S COUNCIL



DIRECTORS' COUNCIL

American Airlines
Arizona Cardinals
Arizona Diamondbacks
Bank of America
Banner Health
BBVA Compass
Cancer Treatment
Centers of America

Chicanos Por La Causa
CBRE
Cousins Properties
Dignity Health
DMB Associates
Empire Southwest
Ernst & Young

Freeport McMoRan Copper
& Gold
Goodwill of Central Arizona
Intel Corporation
Kitchell
Knight Transportation
Maracay Homes
Mayo Clinic

MidFirst Bank
Mortenson
Northern Trust
OH Partners
Perkins Coie LLP
Phoenix Suns
Polsinelli PC

Quarles & Brady
RED Development
Republic Media
Squire Patton Boggs
University of Phoenix
Valley Metro

LEADERSHIP COUNCIL

Aetna
Alexander Building
Company
Atmosphere
Commercial Interiors
BDO
Blue Cross Blue
Shield of Arizona
BMO Harris Bank
Bryan Cave
Brycon Construction
Caliente Construction
Celgene Corporation
CenturyLink
Colliers International
Crescent Crown
Distributing

Cushman & Wakefield
D.L. Withers Construction
Daedalus Real Estate
Advisors
Deloitte
Deutsch Architecture
Group
El Dorado Holdings
Equity Health
Gammage & Burnham
Goodmans Interior
Structures
Green Loop Solutions
Hensley
Hines
Homeowners
Financial Group

Honeywell
JE Dunn Construction
Jones Lang LaSalle
Kutak Rock
Layton Construction
Lee & Associates
Lewis Roca Rothgerber
Liberty Property Trust
Mainstreet
M+W Group
Meritage Homes
Nationwide Realty
Investors
Newmark Grubb
Knight Frank
Oakland Construction

Opus Development
Company
Phoenix Children's Hospital
Renaissance Companies
Rose Law Group
Ryan Companies
Savills-Studley
Siemens
Skanska USA Building
SmithGroup
Snell & Wilmer
Southwest Gas Corporation
Southwest Airlines
Sunbelt Holdings
The Plaza Companies
Transwestern
Commercial Services

Tratt Properties
TriWest Healthcare Alliance
TruPath
Turner Construction
University of Arizona
UPS
USAA
US Bank
VanTrust Real Estate
ViaWest Group
Ware Malcomb
Weitz Company
Wespac Construction
Willmeng Construction
Wist Office Products

AMBASSADOR

3rd Story Architecture
Air Products & Chemicals
Archicon L.C. Architecture
Arizona Business Bank
Arizona Community
Foundation
Avnet
BNSF

Bristol Global Mobility
Bury
Cenlar
Central Arizona Commerce
Park
CKS Advisors
Clarius Partners
Clark Hill PLC

Coe & Van Loo Consultants
Corporate Interior Systems
CoStar Group
Dircks Moving & Logistics
DIRTT
Grant Thornton
Holualoa Companies

IRIS USA
Johnson Carlier
Keyser
KTAR
Landmark Companies
Macerich
Merit Partners

Midwestern University
MSS
On Q Financial
Osborn Maledon
Resolution Copper Mining
St. Clair Technologies
Sunstate Equipment
Company



EXHIBIT B
GPEC PERFORMANCE MEASURES
FY 2019

Specific performance targets as established by the GPEC Executive Committee and Board of Directors:

1. Payroll Generated	\$380.15M
2. Total Number of Jobs Created	7,434
3. Total Number of High-Wage Jobs¹	3,261
4. Average High-Wage Salary	\$55,915
5. GPEC Assists²	10
6. Number of Qualified Prospects	229
7. Number of Qualified International Prospects	38

Footnotes:

1. High Wage Jobs: High wage jobs are those that are over 130% of the Maricopa County Median Wage (currently \$45,580).
2. GPEC Assist: Companies that located in the region, for which GPEC provided assistance, that do not qualify as a locate due to project size, for example; and would otherwise be listed as “non-reported locates.” This replaces the Emerging Tech Assist metric from previous reports to better capture GPEC activities.

EXHIBIT C

TARGETED INDUSTRIES

FY2019

GPEC and our member communities have identified targeted industries on a local and regional level, incorporating these industries into a regional economic development plan. For fiscal year 2019, GPEC will continue its emphasis on the following: Advanced Business Services; Aerospace & Defense; Emerging Technologies; Healthcare and Biomedical; Manufacturing & Logistics; Mission Critical Operations; and Software

Member communities will target the following:

Apache Junction

Business services; standard and advanced manufacturing; regional and corporate centers; medical institutions and/or associated satellite operations; mining support facilities; resort/tourist-oriented development; expanded retail opportunities; high-density residential

Avondale

Financial business services, manufacturing, amateur sports, tourism and hospitality, healthcare/medical services, emerging technology and innovation, corporate regional headquarters

Buckeye

Advanced business services; renewable energy; high tech (data center and services); environmental technology / sustainability; standard and advanced manufacturing; medical and educational institutions; logistics/transportation/distribution; small business/incubator; aerospace/aviation; and ag-tech

Casa Grande

Advanced manufacturing; transportation/distribution; healthcare/medical services; aviation/aerospace; hospitality/entertainment

Chandler

Advanced business services; corporate/regional headquarters, advanced manufacturing, software development; aerospace/aviation, automotive technology, and applied research

El Mirage

Business Services; standard and advanced manufacturing; transportation; warehousing/distribution; heavy industrial; food, fiber, and natural products; aerospace aviation

Fountain Hills

Advanced business services (professional, technical, and scientific services including finance and insurance); healthcare, medical, bio-life sciences and wellness; medical and educational institutions; arts, entertainment and recreation; retail

Gila Bend

Clean technology (manufacturing/central station generation/R&D); warehousing/transportation/distribution; military supply chain; tourism/hospitality; standard manufacturing; agriculture/agri-biotechnology; food, fiber and natural products; aerospace/aviation; heavy industrial

Gilbert

Advanced business services; information communication technology; aerospace/aviation and defense; life sciences; clean and renewable technology; Manufacturing; and related corporate/regional headquarters

Glendale

Advanced business services; aerospace and defense; education; healthcare/medical; hospitality/entertainment; manufacturing; renewable energy; technology

Goodyear

Advanced business services; advanced manufacturing; aerospace and aviation; corporate and regional headquarters; entrepreneurial and emerging technology; environmental technology; food, fiber and natural products; healthcare and biomedical services (treatment, medical diagnostics, research); advanced distribution centers; higher education; information technology and data centers

Maricopa (City)

Professional and Business Services, Healthcare Services, Small Business and Entrepreneurship, Higher Education and Education Technology, Agribusiness/Agrisciences, and Visitor/Hospitality Commerce

Mesa

Primary Target Industries: Healthcare, education, aerospace/aviation/defense and tourism/technology
Secondary target industries: Advanced business services; standard and advanced manufacturing; regional and corporate centers; research & development; bioscience; medical devices

Peoria

Advanced business services; high technology (data centers, R&D); life sciences and healthcare technologies; advanced medical services; advanced and standard manufacturing; clean technologies research and manufacturing; entertainment and tourism

Phoenix

Bio-life sciences; advanced business services; manufacturing; sustainable industries and enterprises; higher education; world business, trade and FDI; and established/emerging enterprises; healthcare

Queen Creek

Agritainment/agribusiness; healthcare and biotechnology; higher education; software and information technology; manufacturing

Scottsdale

Bio-life sciences; advanced business services; technology and innovation (including ICT and entrepreneurship/emerging enterprises); higher education; hospitality/visitor trade and commerce

Surprise

Advanced manufacturing and rail-served industry; innovation/entrepreneurship/emerging technology; medical, healthcare and life science technologies, services; specialty services for global companies/FDI.

Tempe

Advanced business services (financial services); high tech/software (R&D, data center and services); high-tech/next generation electronics; aerospace R&D/aviation; bioscience (research, drug development, treatment, medical diagnostics); corporate/regional headquarters; sustainability (environmental); advanced materials/plastics; senior industries; clean tech, renewable energy and manufacturing

Tolleson

E-Commerce/Fulfillment Centers; resort/tourist-oriented development; expanded retail opportunities; small manufacturers with some related retail and offices

Wickenburg

Standard manufacturing; transportation & distribution; rail services; mining support facilities; healthcare and medical (emphasis on behavioral healthcare); senior industries; tourism and filmmaking (location shooting); resort/tourist-oriented development; equestrian entertainment; expanded retail operations

Youngtown

Youngtown is in the throes of developing a commerce park. The park will target second-stage small manufacturers with some related retail and offices.

EXHIBIT D

FY 2019

REPORTING MECHANISM FOR CONTRACT FULFILLMENT

Monthly Activity Report - Month, Year

BUSINESS ATTRACTION PERFORMANCE METRICS:

GPEC Progress Toward Goals

Targeted Opportunities	Annual Contract Goal	Actual YTD	Goal YTD	% of Goal YTD
PAYROLL GENERATED (MILLIONS)				
NUMBER OF JOBS				
NUMBER OF HIGH-WAGE JOBS				
AVERAGE HIGH WAGE SALARY				
QUALIFIED PROSPECTS				
QUALIFIED INTERNATIONAL PROSPECTS				
GPEC ASSISTS				

KEY BUSINESS ATTRACTION ACTIVITIES AND OTHER GPEC ACTIVITIES

GPEC continues to target high-wage industries (Advanced Business Services; Aerospace & Defense; Emerging Technologies; Healthcare and Biomedical; Manufacturing & Logistics; Mission Critical Operations; and Software)

EXHIBIT E

INSURANCE REQUIREMENTS

The City's insurance requirements are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement. The City in no way warrants that the minimum limits required of GPEC are sufficient to protect GPEC from liabilities that might arise out of this Agreement for GPEC, its agents, representatives, employees or Contractors and GPEC is free to purchase such additional insurance as may be determined necessary.

A. Minimum Scope and Limits of Insurance. GPEC shall provide coverage at least as broad as the categories set forth below with limits of liability in amounts acceptable to the City.

1. Commercial General Liability - Occurrence Form
(Form CG 0001, ed. 10/13 or any replacements thereof)

General Aggregate/ per Project
Products-Completed Operations Aggregate
Personal & Advertising Injury
Each Occurrence
Fire Damage (Any one fire)
Directors and Officers
Medical Expense (Any one person) Optional

2. Automobile Liability - Any Auto or Owned, Hired and Non-Owned Vehicles
(Form CA 0001, ed. 10/13 or any replacement thereof) Combined Single Limit
Per Accident for Bodily Injury and Property Damage

3. Workers' Compensation and Employers' Liability
Workers' Compensation Statutory
Employers' Liability

B. Self-insured Retentions. Any self-insured retentions must be declared to and approved by the City. If not approved, the City may request that the insurer reduce or eliminate such self-insured retentions with respect to City, its officers, officials, agents, employees and volunteers.

C. Other Insurance Requirements. The policies are to contain, or be endorsed to contain, the following provisions:

1. Commercial General Liability

a. The City, its officers, officials, agents, employees and volunteers are to be named as additional insureds with respect to liability arising out of: activities performed by or on behalf of GPEC, including the City's general supervision of GPEC; products and completed operations of GPEC; and automobiles owned, leased, hired or borrowed by GPEC.

b. GPEC's insurance shall include broad form contractual liability coverage.

c. The City, its officers, officials, agents, employees and volunteers shall be additional insureds to the full limits of liability purchased by GPEC, even if those limits of liability are in excess of those required by this Agreement.

d. GPEC's insurance coverage shall be primary insurance with respect to City, its officers, officials, agents, employees and volunteers. Any insurance or self-insurance maintained by City, its officers, officials, employees or volunteers shall be in excess of GPEC's insurance and shall not contribute to it.

e. GPEC's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

f. Coverage provided by GPEC shall not be limited to the liability assumed under the indemnification provisions of this Agreement.

g. The policies shall contain a waiver of subrogation against City, its officers, officials, agents, employees and volunteers for losses arising from work performed by GPEC for the City.

2. Workers' Compensation and Employers' Liability Coverage. The insurer shall agree to waive all rights of subrogation against City, its officers, officials, agents, employees and volunteers for any and all losses arising from work performed by the Contractor for the City.

D. Notice of Cancellation. Each insurance policy required by the insurance provisions of this Agreement shall provide the required coverage and shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) calendar days' prior written notice has been sent to City at the address provided herein for the giving of notice. Such notice shall be by certified mail, return receipt requested.

E. Acceptability of Insurers. Insurance is to be placed with insurers duly licensed or approved unlicensed companies in the State of Arizona and with a "Best's" rating of not less than A-:VII. City in no way warrants that the above required minimum insurer rating is sufficient to protect GPEC from potential insurer insolvency.

F. Verification of Coverage. GPEC shall furnish City with Certificates of Insurance (ACORD form or equivalent approved by City) and with original endorsements effecting coverage as required by this Agreement. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. Any policy endorsements that restrict or limit coverage shall be clearly noted on the Certificate of Insurance.

All certificates and endorsements are to be received and approved by City before work commences. Each insurance policy required by this Agreement must be in effect at or prior to commencement of work under this Agreement and remain in effect for the duration of the project.

All certificates of insurance required by this Agreement shall be sent directly to City at the address and in the manner provided in this Agreement for the giving of notice. City's Agreement/Agreement number, GPEC's name and description of the Agreement shall be provided on the Certificates of Insurance. City reserves the right to require complete certified copies of all insurance policies required by this Agreement, at any time.

G. Approval. During the term of this Agreement, no modification may be made to any of GPEC's insurance policies which will reduce the nature, scope or limits of coverage which were in effect and approved by the City prior to execution of this Agreement.

Regional Cooperation Protocol Policy

Greater Phoenix Economic Council and Economic Development Directors Team

The foundation of this policy is built on trust and the spirit of regional cooperation among the entities involved. GPEC and the Economic Development Directors of its member communities agree and acknowledge that it is important that they work together as partners on projects involving the communities which GPEC represents, regardless of the source of the lead, as follows:

1. Demonstrate a commitment to the positive promotion of the Greater Phoenix, specifically, GPEC member communities, as a globally competitive region.
2. Maintain the highest standards of economic development prospect handling, including confidentiality, without jeopardizing a prospect's trust to secure the probability of a regional locate. Partners agree to respect the prospect's request for confidentiality but also agree to notify each other as to the existence of a project with a confidentiality requirement when able and shall make a good-faith effort to involve the appropriate state, regional or local partners at the earliest possible time.
3. Unless otherwise restricted, agree to coordinate through GPEC for any prospect considering a project in Maricopa County or in any of the communities that GPEC represents, understanding that GPEC is in a unique position to represent and speak on regional economic development issues and on characteristics of the region's economy. Likewise, GPEC acknowledges that communities are in the best position to speak about local incentives and efforts surrounding the local economy.
4. For projects that originate with a GPEC member community, GPEC will be available for confidential research access, topical expertise or as a service provider, to add value to the community in securing the project. Additionally, GPEC will not e-track the project unless the community lead makes such a request to do so.
5. Provide accurate and timely information in response to specific requests by all prospects. When a client has narrowed sites to specific GPEC member communities, GPEC will make a good-faith effort to inform those affected EDDT members first. EDDT members agree to provide information solely on their own community when the information requested is site-specific (i.e., cost of land, taxes, development fees, utility availability and cost, zoning process timing, permit timing and local incentives). When site-specific information related to other GPEC communities is requested, EDDT members agree to (i) direct GPEC prospects back to GPEC or (ii) direct non-GPEC generated prospects to contact the affected communities directly, and as a courtesy, contact the affected communities.
6. Agree that regardless of the lead source, public locate announcements shall be coordinated among the company, GPEC member community, and GPEC to reflect inclusiveness and cooperation of all partners (subject to any confidentiality requirements).
7. GPEC and EDDTs will advocate for a robust operating budget for the state economic development agency, and champion sound statewide economic development programs and policies.
8. Discourage the proactive offering of local, municipal financial incentives for existing jobs to companies with current operations in another GPEC community.
9. Inform GPEC member community when a company visits or physical site visit within that community will occur. Economic Development Directors will be the primary point of contact for the company when community information is needed.
10. Agree that the consideration of a future community to GPEC's membership will be brought before

EDDT for discussion in advance of any board consideration. EDDT will make a recommendation on the addition of a new community to GPEC's President and CEO.

11. Formalize a process to convene GPEC and Economic Development Directors of GPEC member communities biannually, and cooperate in the exchange of information and ideas reflecting practices, procedures and policies relating to prospect handling and regional economic development.
12. Work collectively to maintain a high level of trust and integrity by and between GPEC and the Economic Development Directors of GPEC member communities, utilizing differing views as an opportunity to learn.
13. When conducting market intelligence initiative objective, GPEC staff will coordinate with EDDT to ensure coordination and communication.
14. When a Prospect Information Form (PIF) is issued by the state economic development agency GPEC will coordinate the region's response. All PIF submissions will be directed to GPEC's attention and GPEC will assemble the response and return to the state economic development agency.
15. It is understood GPEC will or may host annual executour(s) and/or other marketing familiarization tour(s) to promote the regional communities. GPEC will make every attempt to provide as much interaction time between the executour guests and EDDTs. It is understood EDDTs will inform GPEC of any upcoming executour(s) and/or other marketing familiarization tours scheduled by their office.
16. Partners agree to enter into a mediation process if there is evidence that this Protocol has not been observed in a material respect or a professional conflict arises that cannot be settled. This mediation process will be convened by the EDDT Chair, who may, at his/her discretion, consult or involve GPEC's President and CEO in addition to others with topical expertise central to the conflict.