

**AGREEMENT BETWEEN
THE GREATER PHOENIX ECONOMIC COUNCIL
AND THE CITY OF GLENDALE
City Contract No. _____**

The City Council of the CITY OF GLENDALE, a municipal corporation (the “City”), has approved participation in and support of the regional economic development program of the GREATER PHOENIX ECONOMIC COUNCIL (“GPEC”), an Arizona non-profit corporation (collectively, the “Parties”). The purpose of this agreement (“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 payments of the City to GPEC for the fiscal year July 1, 2021 - June 30, 2022 (“FY2022”).

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 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 copy of the Action Plan is attached hereto as **Exhibit A** (“GPEC Action Plan”). The City shall be informed of any changes in the adopted 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 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 Action Plan will be revised to reflect any agreed upon changes to the Action Plan.

E. PERFORMANCE TARGETS:

1. 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 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 to the City discussing in detail its progress in implementing the 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, 2021.
2. 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 event or (ii) fails to meet with EDDT to present a plan for improving its performance during the balance of the term of the Agreement will constitute an event of default for which the City may terminate this Agreement pursuant to paragraph IV.J. below.

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; and
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. RECOGNITION OF GPEC: The City agrees to recognize GPEC as the City's officially designated regional economic development organization for marketing the Greater Phoenix region.

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:

1. The City agrees to pay **\$119,846** for services to be provided by GPEC pursuant to the Agreement during the fiscal year ending on June 30, 2022, as set forth in this Agreement. This amount is based on approximately \$.4897 per capita, based upon the 2020 Office of Economic Opportunity population estimate, which listed the City as having a population of **244,733**. The payment by the City may, upon the mutual and discretionary approval of the board of directors of GPEC and the City Council, 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.
2. Funding of this Agreement shall be subject to the annual appropriations of funds for this activity by the City Council pursuant to the required budget process of the City.
3. Nothing herein shall preclude the City from contracting separately with GPEC for services to be provided in addition to those to be provided hereunder, upon terms and conditions to be negotiated by the City and GPEC.
4. GPEC shall submit invoices for payment on a quarterly 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, 2021, no payments shall be made hereunder until the City receives the audit report. 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. 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 FY2022. 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 FY2023 contract.
3. The City agrees to work with GPEC during FY2022 to develop a revised public sector funding plan, including a regional allocation formula for FY2023, 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 Agreement 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 recognizes the provisions of the City Code of the City of Glendale which require and demand that no payment be made to any contractor as long as there is any outstanding obligation due to the City, and directs that any such obligation 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 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:**
 1. During the term of this Agreement, GPEC shall indemnify, defend, hold, protect and save harmless the City and any and all of its Council members, 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 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.
 2. 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.

3. 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. Activities by an officer or employee of the City while engaged in official business with GPEC, including travel shall not be deemed a gratuity.
- 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 FEDERAL AND STATE LAWS REQUIRED.** GPEC understands and acknowledges the applicability of 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, and on behalf of any subcontractor GPEC has engaged to perform work for the City under this Agreement, warrants, to the extent applicable under A.R.S. § 41-4401, compliance with all applicable federal immigration laws and regulations that relate to its employees as well as compliance with A.R.S. § 23-214(A) which requires registration and participation with the E-Verify Program.
2. GPEC understands and acknowledges that any breach of warranty under subsection I(1) above is considered a material breach of this Agreement and is subject to penalties up to and including termination of this Agreement.
3. The City retains the legal right to inspect the papers of GPEC or any subcontractor who performs work for the City under this Agreement to ensure that GPEC or any such subcontractor is compliant with the warranty under subsection I(1) above.
4. City may conduct random inspections, and upon request of the City, GPEC shall provide copies of papers and records demonstrating continued compliance with the warranty under subsection I(1) above. GPEC agrees to keep papers and records available for inspection by the City during normal business hours and will cooperate with City in the City's exercise of its statutory duties and not deny access to GPEC's business premises or applicable papers or records for the purposes of enforcement of this subsection.
5. GPEC agrees to incorporate into any subcontracts in performance of work under this Agreement the same obligations imposed upon itself and expressly accrue those obligations directly to the benefit of the City. GPEC also agrees to require any such subcontractor to incorporate into each of its own subcontracts in performance of work under this Agreement the same obligations above and expressly accrue those obligations to the benefit of the City.
6. GPEC's warranty and obligations under this entire subsection I to the City is continuing throughout the term of this Agreement or until such time as the City determines, in its sole discretion, that Arizona law has been modified in that compliance is no longer a requirement.
7. The "E-Verify Program" above means the employment verification program administered by the United States Department of Homeland Security, the Social Security Administration, or any successor program.
8. GPEC certifies, under A.R.S. §§ 35-391 et seq., and 35-393 et seq., that it does not have "scrutinized" business operations, as defined in the preceding statutory sections, in the countries of Sudan or Iran.
9. GPEC certifies that it is not currently engaged in and agrees for the duration of the Agreement not to engage in a boycott of Israel as defined in A.R.S. § 35-393.

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 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 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 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 Maricopa, 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.

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 and make them available for audit by City personnel upon request.

P. NOTICES.

1. 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) days after the notice is deposited in the United States mail addressed as follows:

If to City: Brian Friedman
 Economic Development Director
 City of Glendale
 5850 West Glendale Avenue
 Glendale, Arizona 85301
 Phone: (623) 930-2984

with a copy to: Michael Bailey
 City Attorney
 City of Glendale
 5850 West Glendale Avenue
 Glendale, Arizona 85301

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

2. 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 subsection.

Q. TRANSACTIONAL CONFLICT OF INTEREST. All parties hereto acknowledge that this Agreement is subject to cancellation by the City pursuant to the provisions of Section 38-511, Arizona Revised Statutes.

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. NO WAIVER. 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.

T. SEVERABILITY. If any provision of this Agreement shall be found invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement will not be affected thereby and shall be valid and enforceable to the fullest extent permitted by law, provided that the fundamental purposes of this Agreement are not defeated by such severability.

U. CAPTIONS. The captions contained in this Agreement are merely a reference and are not to be used to construe or limit the text.

V. 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.

W. DISCLOSURE OF CONFIDENTIAL INFORMATION IF REQUIRED BY LAW. This agreement allows the Parties to share Confidential Information, as defined below, to each other under the following terms. In the opinion of the Parties: (1) the Confidential Information is the proprietary property of at least one 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 at least one of 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. The party that shares any Confidential Information will mark all such material as Confidential Information and

will briefly share with the other party the basis of its opinion that the Confidential Information meets the four requirements described above in this paragraph. In the event the party receiving any material marked as Confidential Information does not believe that the material meets the four requirements described above in this paragraph, the receiving party will inform the sharing party of the receiving party's belief and the sharing party may request the return of the material marked as Confidential Information, at the sharing party's discretion.

"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 City must:

1. Seek the highest level of protection available; or
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) and to take any other steps to provide the highest level of protection to the Confidential Information.

X. ENTIRE AGREEMENT, WAIVERS AND AMENDMENTS.

1. This Agreement may be executed in up to three (3) duplicate originals, each of which is deemed to be an original. This Agreement, including nine (9) 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

2. 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.
3. 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.

IN WITNESS WHEREOF, the parties hereto have executed the Agreement this _____ day of _____, 2021.

CITY OF GLENDALE, an Arizona municipal corporation

Kevin R. Phelps, City Manager

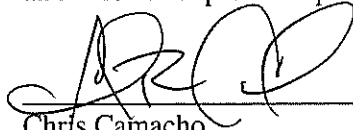
ATTEST:

Julie K. Bower, City Clerk (SEAL)

APPROVED AS TO FORM:

Michael D. Bailey, City Attorney

GREATER PHOENIX ECONOMIC COUNCIL,
an Arizona nonprofit corporation



Chris Camacho
President & Chief Executive Officer

Greater Phoenix Economic Council

Action Plan

Fiscal Year 2022



Our Mission:
To attract and grow
quality businesses,
and advocate for
Greater Phoenix's
competitiveness.



“Through it all, our prospect pipeline has rebounded from the economic downturn and is more robust than ever.”

- Chris Camacho

*President & CEO
Greater Phoenix Economic Council*



A letter from Chris Camacho

President & CEO, Greater Phoenix Economic Council

Over the past year, our organization, our community and the world has been through one of the greatest ordeals it has ever faced with the COVID-19 pandemic. Yet GPEC rose to the challenge and was named the top economic development organization in the U.S. by the International Economic Development Council. We developed resources and programs to support small businesses as they navigated new federal programs. We supported our partners in

diversity and equity initiatives. We focused on educating our region on issues important to the community through our Regional Reports. Through it all, our prospect pipeline has rebounded from the economic downturn and is more robust than ever.

The organization is committed to continuing that momentum going forward in the final year of our three-year Strategic Plan. We will amplify our brand regionally, nationally and globally. We will build on

our data science capabilities to create new and innovative ways to attract businesses and convey our message to our stakeholders. And we will develop strategies and policies to build a resilient economy.

Through these efforts GPEC impacts the community one business, one job, one life at a time because we are Greater Phoenix, Greater Together.



Photos Courtesy: @earlybirdphx, @equalityarizona, @phxskyharbor, Mayo Clinic Arizona

Strategic Plan Goals

GPEC's FY20-22 Strategic Plan establishes a framework where GPEC will drive the transformation of Greater Phoenix into the place where all businesses and residents can create their own success through programs that target equity, innovation and quality jobs. This will be accomplished through two overarching goals that drive the organization forward:

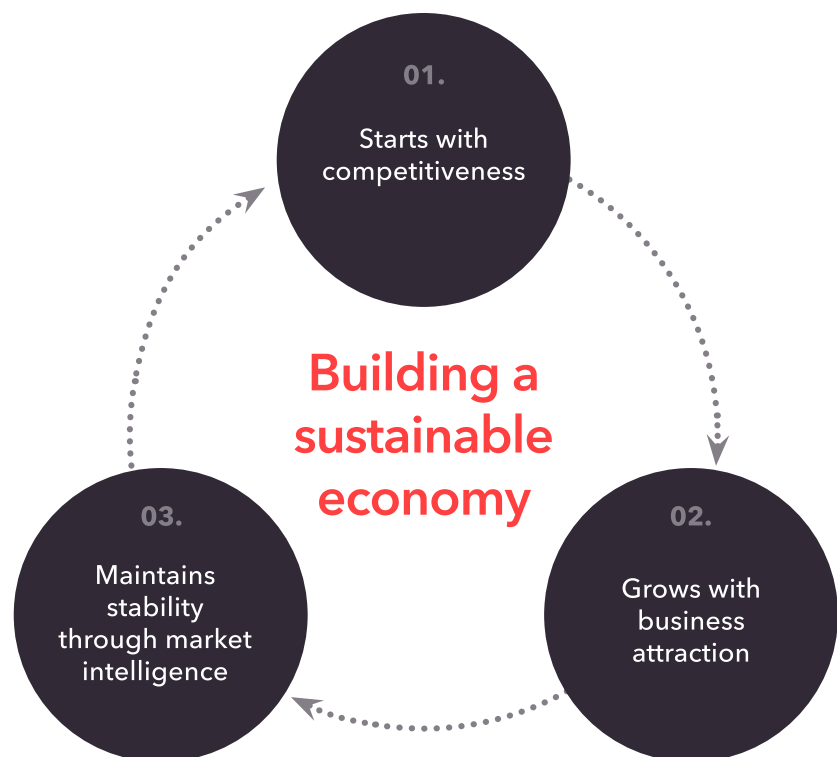
Goal #1

Redefine regional economic resilience and competitiveness to meet 21st century challenges and opportunities

Goal #2

Demonstrate what it means to be a best-in-class economic development organization

FY22 is the final year of GPEC's current strategic plan. The tactics and milestones outlined in the FY22 Action Plan build on the activities of the previous two fiscal years to propel the organization towards the completion of these goals.



Tactics & Milestones

Elevate our organizational and regional brand locally, nationally and globally



Greater Phoenix is rapidly gaining recognition as a top tier market to do business, in part due to the elevation of the region's brand. In FY21 GPEC was named the #1 economic development organization in the U.S. In FY22 GPEC will build on this success to strengthen the region's position by using data-driven messaging to effectively tell our story both locally and globally. The organization will increase recognition of our brand by developing strategies for brand maintenance and improving our website presence. And we will enhance communication with our stakeholders through analytics and marketing automation tactics.

Tactics:

- Communicate the Greater Phoenix value proposition regionally, nationally and globally.
- Continue to build on the recent refresh to increase the perception of the GPEC brand.
- Improve GPEC's website presence.
- Enhance ongoing communication with GPEC stakeholders through marketing automation to cultivate leads.

Milestones:

- Develop processes and a cadence to identify significant data releases that GPEC can use to tell the regional story and strengthen its position.
- Construct strategies and methods to support brand maintenance.
- Build on the current website to ensure greater accessibility and usability by GPEC's target audiences.
- Increase the use of analytics into marketing automation campaigns.

Strategic Plan Objectives:

- ✓ Elevate the brand identity using new forms of media to deepen our reach into targeted markets
- ✓ Create an enhanced and efficient stakeholder engagement model

Attract and grow quality businesses through established programs and new models



As we come out of a year of economic uncertainty, Greater Phoenix is well positioned to attract new projects to the region going forward. GPEC will generate prospects and locates by focusing on a combination of core and emerging business attraction strategies, conducting outreach to key brokers and multipliers while also executing direct company targeting campaigns. The organization will also leverage TSMC and Intel's recent investments in Greater Phoenix to aggressively target the microelectronics industry.

Tactics:

- Conduct outreach to key brokers and site selectors.
- Nurture contacts cultivated in the California omnichannel campaign launched in FY21 to directly generate prospects and leads.
- Implement the region's Foreign Direct Investment (FDI) Plan.
- Engage with local venture capital and investment firms to demonstrate the value of GPEC services.
- Develop touch points with prospects and leads in the microelectronics and applications ecosystems.

Milestones:

- Develop and maintain relationships with referral sources through in person and virtual engagement.
- Increase leads and prospects from California.
- Execute the priority strategies in the FDI Plan.
- Build relationships with the investment community to increase connectivity to capital in the market.
- Increase jobs and prospects within the microelectronics and applications ecosystem.

Strategic Plan Objectives:

- Expand tools and processes to create new top-line metrics that increase outcome-driven collaboration and coordination
- Utilize market and industry intelligence to drive economic diversification and resilience

Drive the region forward through enhanced research and data analytics capabilities



Quality data is the basis for informed business decisions. Over the past two fiscal years, GPEC has architected a data science strategy to enhance the organization's analytic capabilities. In FY22, the organization will continue to build on these efforts by honing our tools and data visualizations to increase regional knowledge with our stakeholders and prospects. The organization will also evaluate the region's targeted industries to position the region for future growth and highlight our value proposition.

Tactics:

- Demonstrate Greater Phoenix's value proposition in targeted industries.
- Analyze Greater Phoenix's current target industries and examine trends in emerging sectors to position the region for future growth.
- Optimize the organization's tools, databases and resources.
- Expand data visualization infrastructure to provide better industry knowledge to our leads and prospects.

Milestones:

- Evaluate existing use cases to ensure the right industries are being targeted and create dynamic use cases to better demonstrate Greater Phoenix's value proposition.
- Conduct a study to identify targeted industries to align with the development of the organization's next strategic plan.
- Create market intelligence and insight reports highlighting current and future industry trends.
- Develop new tools that highlight the region's value, including business intelligence tools that engage GPEC's network.
- Increase access to GPEC's central data repository for investors and communities to increase regional knowledge.

Strategic Plan Objectives:

- | | | |
|---|---|--|
| <ul style="list-style-type: none"> ✓ Promote initiatives that reinforce the region as a place to test, launch and advance innovation | <ul style="list-style-type: none"> ✓ Utilize market and industry intelligence to drive economic diversification and resilience | <ul style="list-style-type: none"> ✓ Deepen internal expertise and upgrade research and analytic capacity |
|---|---|--|

Promote stakeholder engagement through meaningful content



GPEC cannot be successful without our investors and member communities whose unparalleled commitment to the region supports the organization. To increase stakeholder engagement and foster meaningful connections, we will continue with our dynamic Ambassador programming and cultivate strong relationships with our certified Ambassadors. The organization will raise the profile of the region through dynamic Regional Reports. Finally, GPEC will increase connections between our investors and locates by highlighting the region's assets to new companies in the market.

Tactics:

- Increase stakeholder engagement and foster meaningful connections.
- Raise the profile of the region and organization by developing nationally leading content.
- Cultivate strong relationships with certified Ambassadors.
- Better connect GPEC investors with locates and prospects.
- Continue to build on the organization's sound financial position.

Milestones:

- Create education forward Ambassador programming.
- Curate Regional Reports on dynamic topics related to current events.
- Develop pathways for engagement with certified Ambassadors by building on the cohort model.
- Develop collateral highlighting the region's educational, utility and other industry assets.
- Explore new resources for organizational funding and retain current funding.

Strategic Plan Objectives:

- | | |
|---|---|
| <ul style="list-style-type: none"> ✓ Increase and diversify GPEC's financial resources in alignment with regional priorities | <ul style="list-style-type: none"> ✓ Create an enhanced and efficient stakeholder engagement model |
|---|---|

Build a resilient economy through comprehensive planning that focuses on inclusion, diversity and equity



Building an equitable economy has never been more important. In FY22, the organization will focus on tracking indicators critical to equity and inclusion to ensure Greater Phoenix grows in a sustainable manner. GPEC will also take a deeper look at its competitor markets to understand emerging trends and support policy that ensures the region stays competitive. Finally, the organization will conduct its biennial mission to Washington, D.C. to educate the federal delegation on issues relevant to the region.

Tactics:

- Intentionally evaluate Greater Phoenix competitive position relative to other states through detailed research.
- Advocate for the region's competitiveness.
- Focus on issues of equity, inclusion and resiliency to ensure Greater Phoenix grows in a sustainable manner.
- Modernize the innovation ecosystem at GPEC and in Greater Phoenix.
- Support the economic development strategies of local communities to build a more resilient region.
- Educate the federal delegation on issues important to Greater Phoenix.

Milestones:

- Synthesize the results of competitor market analyses to inform staff on emerging trends.
- Develop and support policy modernization programs that will ensure the region stays competitive.
- Educate on the issues of environmental sustainability related to industries of the future.
- Track indicators critical to equity and inclusion; convene and partner with local leadership to promote equity and inclusion.
- Partner with organizations to advance healthcare innovation and the creation of new innovation centers.
- Engage with GPEC communities regularly through the Community Partnership Program, market tours, and meetings with the Economic Development Directors Team to provide research and business development support.
- Conduct the biennial Washington, D.C. mission.

Strategic Plan Objectives:

- ✓ Promote initiatives that reinforce the region as a place to test, launch and advance innovation
- ✓ Develop regional resilience programs
- ✓ Change the paradigm among community and civic leadership to one that prioritizes education, job access and intentional long-term investment into drivers of competitiveness

Be a leader in economic development through relentless commitment to organizational culture and *The GPEC Way*



GPEC has been recognized for its leadership in the economic development profession, including being named the top organization in the U.S. by the International Economic Development Council. In order to maintain that position, the organization will recruit and retain staff that are well respected in the industry and increase knowledge between departments. Externally, GPEC will lead the profession by serving in national leadership roles that advance economic development.

Tactics:

- Increase knowledge management between departments.
- Support professional development opportunities for staff with a focus on leadership.
- Seek and maintain national leadership roles to support the advancement of modern economic policies.
- Assess best practices for the organization.
- Mitigate organizational risk through improved data management.

Milestones:

- Enhance and refine playbooks for each department.
- Recruit and retain staff with an established presence in Greater Phoenix and nationally.
- Continue to be involved in nationally leading organizations.
- Maintain its position as one of the nation's top EDOs.
- Continue to support technology improvements to enable staff to operate at the highest levels.

Strategic Plan Objectives:

- ✓ Earn regional and national recognition as a leader in effective regional governance
- ✓ Cultivate a world-class talent organization that exemplifies *The GPEC Way*



FY22 Metrics

GPEC calculated the metrics for FY22 based on historical performance and recent trends in office and industrial prospect activity. Prospect metrics have returned to pre-pandemic levels.

FY22 Metrics

	Contract	Target	Stretch
Payroll (in Millions)	\$384.37	\$427.08	\$469.78
Jobs	7,176	7,973	8,770
- High Wage Jobs	4,232	4,702	5,172
Average High Wage Salary	\$61,226	\$68,029	\$74,832
Qualified Prospects	239	266	293
- Qualified International Prospects	38	42	46
GPEC Assists	10	12	14

Budget Overview

Income	Approved FY22	Approved FY21	YOY Var. \$	YOY Var. %
City/County Contract Revenue	\$2,793,743	\$2,753,988	\$39,755	1%
Pledge Revenue	\$3,147,120	\$2,662,875	\$484,245	18%
New Pledges	\$350,000	\$175,000	\$175,000	100%
In-Kind Contributions	\$140,500	\$126,750	\$13,750	11%
Special Events & Programs	\$181,400	\$181,400	\$0	-
Sponsorship Income	\$51,293	\$0	\$51,293	-
Grant Income	\$225,062	\$769,783	(\$544,721)	(71%)
Other Income	\$1,000	\$1,320	(\$320)	(24%)
Total Income	\$6,890,118	\$6,671,116	\$219,002	3%

Expenses	Approved FY22	Approved FY21	YOY Var. \$	YOY Var. %
Business Development	\$458,522	\$502,217	(\$43,695)	-9%
Marketing & Communications	\$480,510	\$625,157	(\$144,647)	-23%
Research & Analytics	\$243,324	\$234,646	\$8,678	4%
Engagement	\$157,868	\$158,023	(\$155)	0%
Strategy & Regional Initiatives	\$410,330	\$323,620	\$86,710	27%
Operations	\$467,279	\$427,773	\$39,506	9%
Personnel	\$4,212,671	\$3,657,356	\$555,315	15%
Facilities	\$530,133	\$681,090	(\$150,957)	-22%
Special Events & Programs	\$404,842	\$394,563	\$10,279	3%
Total Expenses	\$7,365,479	\$7,004,445	\$361,035	5%
Net Income/(Loss)	(\$475,361)	(\$333,329)	(\$142,033)	43%

GPEC Investors

As of May 2021

Chairman's Council



Corporate Council



Executive Council



Directors Council

- Acronis SCS
- Alliance Bank of Arizona
- American Airlines
- Arizona Coyotes
- Arizona Diamondbacks
- Arizona Republic / LOCALiQ
- Bank of America
- Banner Health
- BBVA
- Benchmark Electronics, Inc.
- Brookfield Residential
- CBRE
- Chicanos Por La Causa
- Clayco
- Cousins Properties
- Creighton University
- Desert Financial Credit Union
- Dignity Health
- DMB Associates
- Empire Southwest
- Ernst & Young
- Goodmans Interior Structures
- Goodwill of Central Arizona
- Grand Canyon University
- Haydon Building Corp.
- Helios Education Foundation
- Hensel Phelps
- Honeywell
- HonorHealth
- Insight Enterprises
- Intel Corporation
- JE Dunn Construction
- Johnson Carlier
- Kitchell
- Knight-Swift Transportation
- Mayo Clinic
- M Culinary
- MidFirst Bank
- Mortenson
- MUFG
- Oaktree Capital Management
- On Q Financial
- Perkins Coie LLP
- Phoenix Suns
- Pivotal Group
- PNC Financial Services Group
- Quarles & Brady
- Rise48 Equity
- Sherman & Howard
- Squire Patton Boggs
- Valley Metro
- Versum Materials, Merck KGaA Company
- Weitz Company

Leadership Council

- Adolfson & Peterson Construction
- Aerotek
- Aetna
- Archicon L.C. Architecture
- Arizona Israel Technology Alliance
- Baker Development
- Bell Bank
- Blue Cross Blue Shield of Arizona
- Bridge Relocation Concierge
- Bryan Cave Leighton Paisner LLP
- BRYCON Construction
- Burns & McDonnell
- CapRock Partners
- Celgene Corporation
- Colliers International
- Commonwealth
- Cresa
- Crescent Crown Distributing
- Crown Realty & Development
- Cushman & Wakefield
- Davis Architecture
- Deloitte
- Deutsch Architecture Group
- Dircks Moving & Logistics
- DPR Construction
- El Dorado Holdings
- EmployBridge
- Equality Health
- Everest Holdings
- Expedient
- FirstBank
- Flinn Foundation
- Freeport McMoRan Inc.
- Graycor Construction
- hardison/downey construction
- Hensley
- Hines
- Holualoa Companies
- Immedia
- IntraEdge
- Irgens
- JLL
- Keyser
- Layton Construction
- Lee & Associates
- Lincoln Property Company
- Meritage Homes
- MST Solutions
- Nationwide Realty Investors
- Northern Trust
- Okland Construction
- OneAZ Credit Union
- Opus Development Company
- Page
- Phoenix Children's Hospital
- Preferred Lending Partners
- Reliance Management
- Renaissance Companies
- Rexco
- Savills-Studley
- Silicon Valley Bank
- Skanska USA Building
- SmithGroup
- Social Television Network (STN)
- Southwest Airlines
- Southwest Gas Corporation
- Spencer Fane LLP
- Sunbelt Holdings
- StrataTech Education Group
- Terracon
- The Plaza Companies
- Trammell Crow Company
- Transwestern Commercial Services
- Tratt Properties
- Tuft & Needle
- University of Arizona
- USAA
- Veregy
- ViaWest Group
- Wespac Construction
- Wexford Science + Technology
- Willmeng Construction
- Wist Office Products

Ambassador

- Acronis
- Air Products and Chemicals
- Arizona Community Foundation
- Arizona Strategies
- Atmosphere Commercial Interiors
- AvenueWest Arizona Corporate Housing
- Avnet Inc.
- BNSF Railway
- BOK Financial
- Caliber Companies
- Cancer Treatment Centers of America
- Carvana
- CoStar Group
- Cypress Office Properties
- DSV Inventory Solutions
- Duffy Group, Inc.
- Equity Land Group
- Gammage & Burnham
- Globe Corporation
- Horrocks Engineers
- Industrial Storage
- KTAR
- Lyft
- Mangat Group, Inc.
- Macerich
- Merit Partners
- Midwestern University
- MSS Technologies
- National Bank of Arizona
- Newmark Knight Frank
- Northrop Grumman
- Prologis
- RED Development
- Ryan Companies US Inc.
- Saint Holdings
- Stinson LLP
- Sunstate Equipment Company
- TerraCap Management
- Van Trust Real Estate LLC
- Western Governors University

Member Communities:

- Maricopa County
- Apache Junction
- Avondale
- Buckeye
- Casa Grande
- Chandler
- El Mirage
- Fountain Hills
- Gila Bend
- Gilbert
- Glendale
- Goodyear
- Maricopa
- Mesa
- Peoria
- Phoenix
- Queen Creek
- Scottsdale
- Surprise
- Tempe
- Tolleson
- Wickenburg
- Youngtown

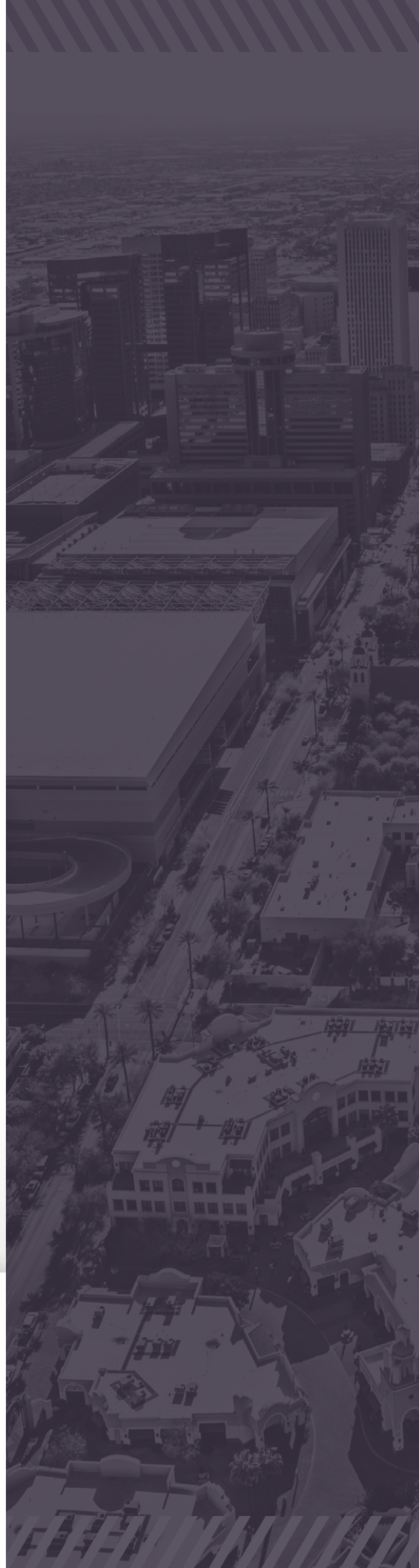
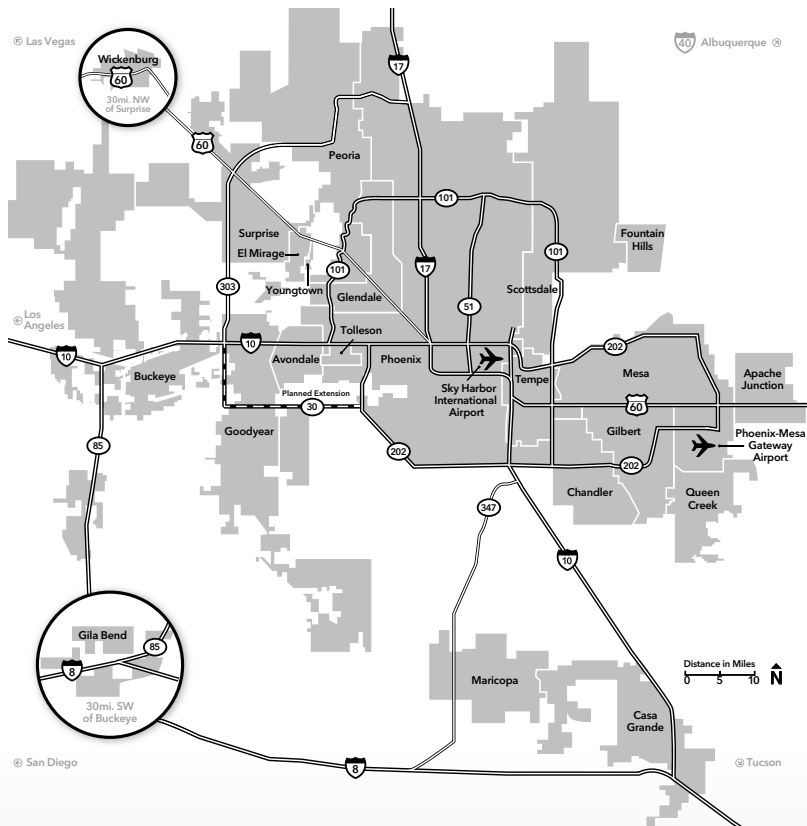


EXHIBIT B
GPEC PERFORMANCE MEASURES
FY 2022

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

1. Payroll Generated	\$384.37M
2. Total Number of Jobs Created	7,176
3. Total Number of High-Wage Jobs¹	4,232
4. Average High-Wage Salary	\$61,226
5. GPEC Assists²	10
6. Number of Qualified Prospects	239
7. Number of Qualified International Prospects	38

Footnotes:

1. High Wage Jobs: High wage jobs are those that are over 130% of the Phoenix MSA Median Wage (currently \$51,246).
2. GPEC Assists: 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.”

EXHIBIT C

TARGETED INDUSTRIES FY2022

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 2022, 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; and high-density residential

Avondale

Financial business services; manufacturing; amateur sports; tourism and hospitality; healthcare/medical services; emerging technology and innovation; and 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; automotive technology; transportation/logistics; healthcare/medical services; aviation/aerospace; and 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; and 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; and 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; and heavy industrial

EXHIBIT D

FY 2022

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.

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.

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.

Gilbert

Aerospace/aviation and defense; advanced business and professional services; finance and insurance; healthcare and education services; information communication technology; manufacturing; clean and renewable technology; and related corporate/regional headquarters

Glendale

Advanced business services; aerospace, aviation and defense; healthcare and bioscience; manufacturing; technology and innovation

Goodyear

Advanced business services; advanced manufacturing and logistics; aerospace, aviation and defense; corporate and regional headquarters; entrepreneurial/start-ups; technology; healthcare and biomedical (treatment, medical diagnostics, research & development); and higher education

Maricopa (City)

Professional and business services; healthcare services; small business and entrepreneurship; higher education and education technology; agribusiness/agrisciences; and visitor/hospitality commerce

Mesa

Standard and advanced manufacturing including medical device; automotive technology and aerospace/aviation/defense; advanced business services; cybersecurity; information technology; healthcare/life sciences; mission critical operations; tourism; regional and corporate centers; and research & development

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

BioSciences/healthcare; advanced business services; advanced manufacturing; data centers; sustainable enterprises; emerging industries; higher education; trade and FDI; Circular economy; Food System Entrepreneurship and Innovation

Queen Creek

Agritainment/Destination Tourism; Healthcare; I.T./Software; Business Services; and Advanced 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 business services; advanced manufacturing and rail-served industry; corporate/regional headquarters innovation/entrepreneurship/emerging technology; medical, healthcare and life science technologies, services; specialty services for global companies/FDI; tourism and hospitality

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; software as a service; 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; and 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.