

**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, 2023 - June 30, 2024 (“FY2024”).

**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, 2023.
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 **\$124,386** for services to be provided by GPEC pursuant to the Agreement during the fiscal year ending on June 30, 2024, as set forth in this Agreement. This amount is based on approximately \$.4897 per capita, based upon the 2022 Office of Economic Opportunity population estimate, which listed the City as having a population of **254,005**. 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, 2023, 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 FY2024. 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 FY2025 contract.
3. The City agrees to work with GPEC during FY2024 to develop a revised public sector funding plan, including a regional allocation formula for FY2025, 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.
10. In accordance with Arizona Revised Statutes § 35-394, GPEC hereby certifies and agrees that GPEC does not currently and shall not for the duration of this Agreement use 1) the forced labor of ethnic Uyghurs in the People's Republic of China, 2) any services or goods produced by the forced labor of ethnic Uyghurs in the People's Republic of China, and/or 3) any suppliers, contractors or subcontractors that use the forced labor or any services or goods produced by the forced labor of ethnic Uyghurs in the People's Republic of China. If GPEC becomes aware during the term of this Agreement that GPEC is not in compliance with this Section, then GPEC shall notify the Town within five (5) business days after becoming aware of such noncompliance. If GPEC does not provide the Town with written certification that GPEC has remedied such noncompliance within one hundred eighty (180) days after notifying the Town of such noncompliance, this Agreement shall terminate,

except that if the Agreement termination date occurs before the end of such one hundred eighty (180) day remedy period, this Agreement shall terminate on such contract termination date.

- 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 \_\_\_\_\_, 2023.

**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

# FY24

 Greater Phoenix  
Economic Council

[gpec.org](http://gpec.org) // 602.256.7700



Letter from:

# Chris Camacho

*President and CEO*

Greater Phoenix  
Economic Council

Over the past year, this market has seen major expansions planned by prominent companies, including Intel and Taiwan Semiconductor Manufacturing Company (TSMC). Along with their suppliers, these expansions are bringing billions of dollars of investments to the region and quickly making Greater Phoenix a national hub of semiconductor innovation. These legacy investments are bolstered by an increasing number of startups and small businesses choosing to establish themselves in Greater Phoenix – together growing and diversifying the regional economy.

Looking toward the future, I am filled with a sense of excitement and possibility. This is a time of rapid change and transformation. New technologies, ideas and industries are reshaping the world around us. As an organization dedicated to economic development and job creation, we are uniquely positioned to help shape that

future. This innovative undercurrent is reflected in the vibrant momentum of Greater Phoenix, recognized as one of the fastest-growing and most dynamic metropolitan areas in the United States.

At GPEC, we believe Greater Phoenix has the potential to be a global leader in innovation, entrepreneurship and sustainability. This market is home to the most dynamic and forward-thinking businesses in the world. Paired with a talented and diverse workforce, we are poised to meet the challenges of the future.

We cannot achieve this vision alone. It takes a collective effort from business leaders and policymakers to realize the full potential of a region. We must work together to create a welcoming environment for new ideas and new investments. A market that fosters creativity and collaboration ensures everyone is given the opportunity to succeed.

*“At GPEC, we believe Greater Phoenix has the potential to be a global leader in innovation, entrepreneurship and sustainability.”*



The tactics outlined in this action plan will promote Greater Phoenix as a leading market that drives innovation in a dynamic, anti-fragile and equitable economy where all residents benefit and prosper, and reinforces GPEC’s place as a preeminent economic development organization, providing value to its private and public sector partners.

Thank you for your continued support and dedication to our shared vision.

**Chris Camacho**  
*President & CEO, GPEC*

# Our Mission

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



# Our Values

The GPEC Way

- ➔ We are an inclusive, diverse family
- ➔ We are change agents
- ➔ We lead from the front
- ➔ We promote intellectual curiosity
- ➔ We remain on the edge
- ➔ We are tenacious
- ➔ We are agile and adapt to change
- ➔ We are committed to selfless service

# Our Vision

Be the leading market driving innovation in a dynamic, anti-fragile and equitable economy that enables all residents to benefit and prosper.

# FY23-25 Strategic Plan Goals:

## GOAL 1

Lead an ambitious shared vision for the region's economic future

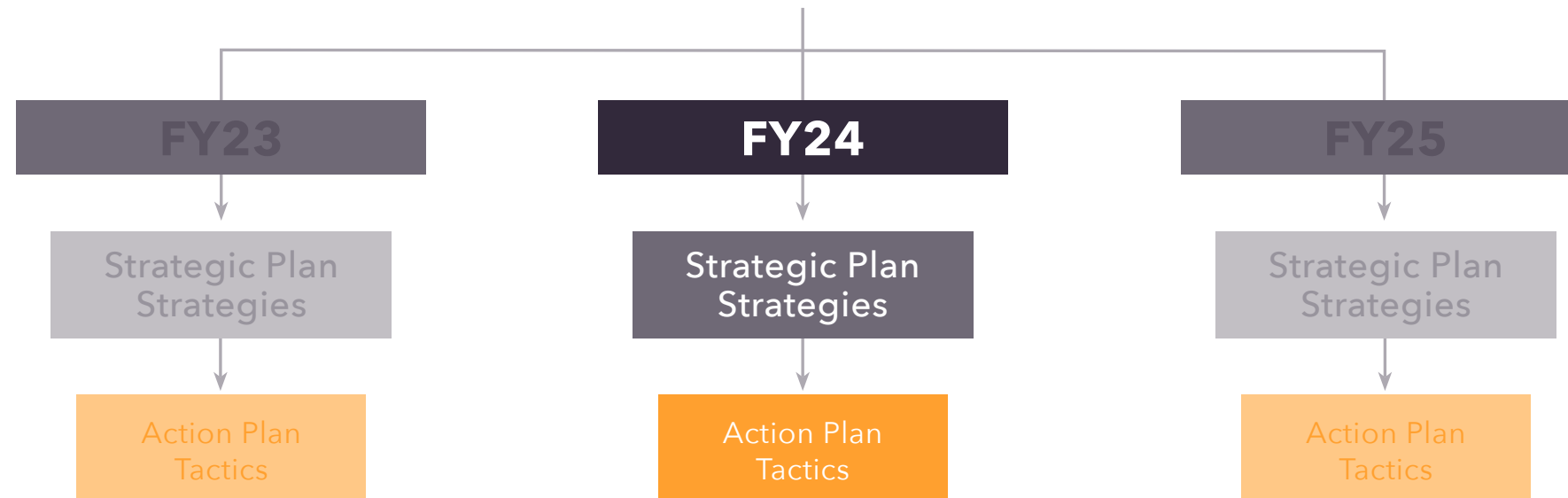
## GOAL 2

Enhance the foundation of the future economy with a focus on emerging and innovation-driven industry sectors

## GOAL 3

Expand organizational capacity to serve the Greater Phoenix economic ecosystem and meet the needs of the market

## Three-year Strategic Plan Goals



# FY24: Strategies and Tactics

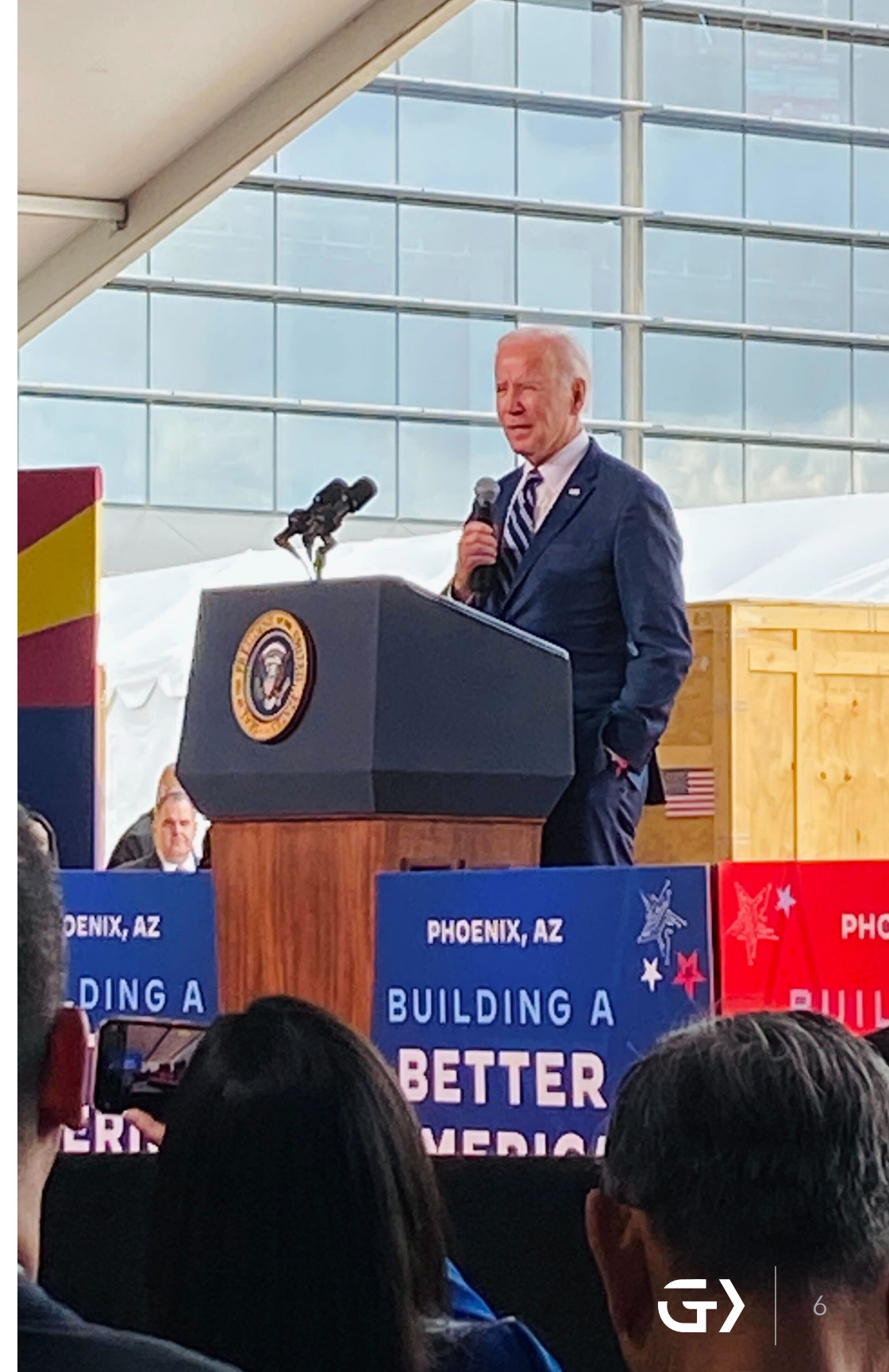
Working collaboratively with partners at the local, state and federal level FY24 will focus on amplifying opportunities for action on economic imperatives impacting the Greater Phoenix region.

## Strategies

- ⊕ Convene the community to articulate a vision for the region's future and inspire action around key economic imperatives
- ⊕ Drive conversations around policy priorities that enhance the pillars of an innovation economy such as infrastructure, education and workforce development, smart and agile land use, and a capital-friendly environment
- ⊕ Be a leading voice regionally and nationally on economic development priorities and strategies

## Tactics:

- ☑ Establish regional economic health metrics and share them through a centralized resource
- ☑ Continue to monitor and amplify messages addressing regional imperatives to encourage progress
- ☑ Provide a platform for organizations working to address regional imperatives that expands their reach
- ☑ Advocate for Greater Phoenix's economic roadmap with to state leadership to gain key investments
- ☑ Continue publishing thought leadership that drives a strategic regional vision using data and analytics
- ☑ Utilize the Washington D.C. ExecMission to advocate for the region's federal priorities by addressing key decision-makers
- ☑ Host the 2024 IEDC Leadership Summit
- ☑ Utilize owned media channels to amplify regional messaging and grow GPEC's influence
- ☑ Continue to advocate for national competitiveness by serving on the Secretary of Commerce's Investment Advisory Council
- ☑ Pursue national media opportunities to elevate the region and proactively shape narratives about Greater Phoenix
- ☑ Engage site selection consultants and key multipliers to enhance awareness about Greater Phoenix





STRATEGIC PLAN GOAL 2

# FY24: Strategies and Tactics

FY24 will build on the successes of the past year, proactively engaging audiences nationally and internationally to reinforce Greater Phoenix as a premier location for investment and expansion.

## Strategies

⊕ Fortify business attraction efforts to remain best-in-class and execute on sector-focused strategies

⊕ Enhance the perception of the Greater Phoenix market as a premier location for people and businesses to live, grow and work

⊕ Lead on data analytics and cutting-edge research capabilities to provide intelligence to clients and stakeholders

⊕ Intensify support for regional entrepreneurship with a focus on equity, capital strategies and innovation in collaboration with regional partners

## Tactics:

- ✔ Share success stories of companies expanding and relocating to the region
- ✔ Convey key messaging that resonates with international audiences to draw attention to Greater Phoenix on the international stage
- ✔ Collaborate with international groups to enhance international connectivity and support foreign direct investment and expansion in Greater Phoenix

- ✔ Maintain consistent messaging on key topics and regional competitiveness by providing stakeholders with accurate data and information
- ✔ Highlight resources for new residents and companies to assist in their full integration into the Greater Phoenix ecosystem
- ✔ Leverage key stakeholder and partner expertise to enhance messaging

- ✔ Develop and circulate data and tools that assess market risk, workforce availability, and economic vitality while identifying upcoming trends
- ✔ Continue to collaborate with partner organizations to provide unique data and analytics that inform activities related to regional economic imperatives
- ✔ Utilize qualitative and quantitative data points to develop compelling narratives

- ✔ Continue to support efforts in-market that highlight the regional entrepreneurship ecosystem and growth companies to attract capital interest
- ✔ Showcase and publicize local companies that receive investment via GPEC's channels

# FY24: Strategies and Tactics

Building on its strong foundation, GPEC will continue to leverage internal strengths in FY24 to ensure organizational health and demonstrable value to its stakeholders while maintaining best-in-class processes and talent.



## Strategies

- ⊕ Grow capacity through increased investment and diversified funding to provide resources that enable execution against strategic economic initiatives
- ⊕ Coordinate with key stakeholder groups to enable an agile response to the needs of Greater Phoenix
- ⊕ Evaluate organizational metrics to measure impact beyond business attraction
- ⊕ Invest in and fortify internal capabilities through recruitment and professional development to maintain a best-in-class economic development team anchored in innovation
- ⊕ Evaluate best practices and bylaws to ensure the GPEC's Board of Directors remains high-caliber and activated to support the organizational mission

## Tactics:

- ✓ Build on GPEC's strong reputation to garner more public company investment
- ✓ Evaluate federal opportunities for funding that encourages innovation and cluster development in the region
- ✓ Provide unparalleled value to investors and maintain high levels of recurring investment
- ✓ Grow the reach of GPEC's Regional Reports and Ambassador program to engage regional stakeholders with captivating content that provides education about the region
- ✓ Work with communities via the Community Partnership Program to initiate creative solutions and innovative best practices
- ✓ Collaborate with research and economic development professionals across organizations to hone best practices in addressing regional needs
- ✓ Evaluate and benchmark peer regions to improve upon best practices and understand competitive market advantages
- ✓ Leverage stakeholder expertise to implement new metrics
- ✓ Continue to highlight GPEC staff as experts in their respective fields via recognition, certification and speaking opportunities
- ✓ Provide professional development opportunities to enhance knowledge and depth of economic development practices
- ✓ Remain preeminent in systems management
- ✓ Ensure GPEC is a top regional and national employer by sustaining a focus on diversity, equity and inclusion measures
- ✓ Engage GPEC's Board through creative opportunities for mutual support of organizational missions and further connection with staff and stakeholders
- ✓ Activate Board experience to support GPEC in the execution of priority initiatives

# Metrics and Budget Overview

GPEC calculated the metrics for FY24 based on historical performance and recent trends in office and industrial prospect activity.

FY24 Metrics

	Contract	Target	Stretch
Payroll (in Millions)	\$412.84	\$458.71	\$504.58
Jobs	7,060	7,845	8,629
- High-Wage Jobs	3,738	4,153	4,569
Average High-Wage Salary	\$66,243	\$73,603	\$80,963
Qualified Prospects	233	259	285
- Qualified International Prospects	43	48	53
GPEC Assists	10	12	14
Stakeholder Satisfaction with Business Attraction <sup>1</sup>	7.0	7.3	7.6
Community Return on Investment <sup>2</sup>	40:1	44:1	48:1
Stakeholder Satisfaction with Competitive Position <sup>1</sup>	7.0	7.3	7.6

<sup>1</sup> Average result from respondents of EDDT and Board of Directors end of year surveys

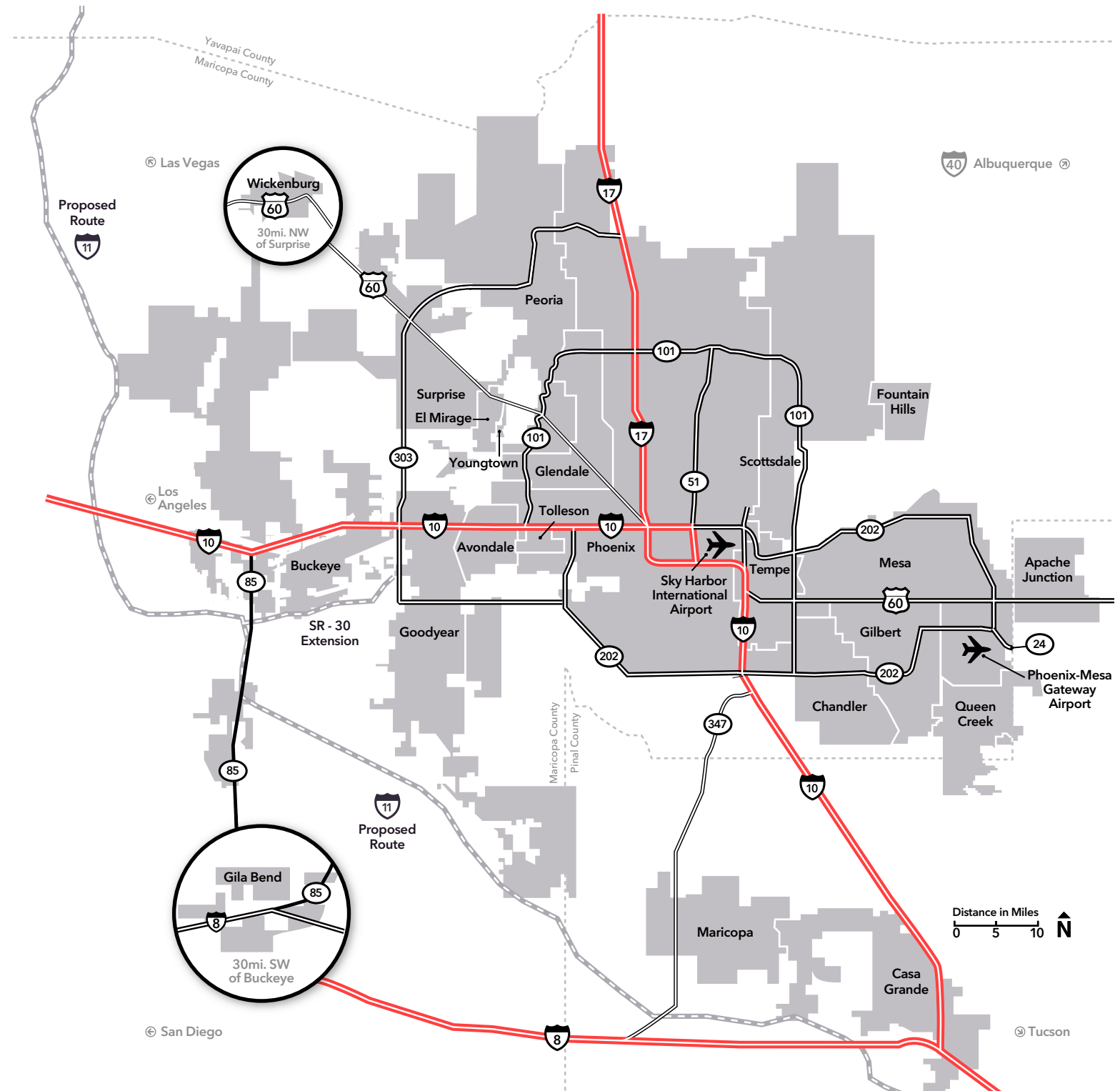
<sup>2</sup> ROI is calculated as a ratio of direct revenue from GPEC locates divided by funding from GPEC member communities

Revenues	Approved FY24	Approved FY23	YOY Var. \$	YOY Var. %
City/County Contract Revenue	\$2,863,157	\$2,822,580	\$40,577	1%
Pledge Revenue	\$4,020,525	\$3,783,476	\$237,049	6%
New Pledges	\$425,000	\$500,000	\$(75,000)	(15%)
In-Kind Contributions	\$140,500	\$140,500	\$-	0%
Special Events & Programs	\$202,000	\$181,609	\$20,391	11%
Sponsorship Income	\$320,000	\$281,000	\$39,000	14%
Grant Income	\$-	\$-	\$-	0%
Other Income	\$1,000	\$1,000	\$-	0%
<b>Total Revenue</b>	<b>\$7,972,182</b>	<b>\$7,710,165</b>	<b>\$262,017</b>	<b>3%</b>
Expenses	Approved FY24	Approved FY23	YOY Var. \$	YOY Var. %
Business Development	\$772,695	\$716,878	\$55,817	8%
Marketing & Communications	\$538,268	\$474,278	\$63,990	13%
Research & Analytics	\$297,988	\$261,720	\$36,268	14%
Engagement	\$168,197	\$167,647	\$550	0%
Strategy	\$-	\$67,680	\$(67,680)	(100%)
Regional Initiatives	\$245,365	\$249,235	\$(3,870)	(2%)
Operations	\$467,681	\$474,270	\$(6,589)	(1%)
Personnel	\$4,972,596	\$5,072,166	\$(99,570)	(2%)
Facilities	\$577,001	\$561,033	\$15,968	3%
Special Events & Programs	\$249,000	\$181,609	\$67,391	37%
<b>Total Expenses</b>	<b>\$8,288,791</b>	<b>\$8,226,516</b>	<b>\$62,275</b>	<b>1%</b>
<b>Net Income/(Loss)</b>	<b>\$(316,609)</b>	<b>\$(516,351)</b>	<b>\$199,742</b>	<b>(39%)</b>

# Our Communities

22 cities, towns & 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



# Investors

## Visionary Level



## Champion Level



## Accelerator Level



## Builder Level

- Acronis SCS
- Air2o
- Alliance Bank of Arizona
- American Airlines
- American Express
- Arizona Coyotes
- Arizona Diamondbacks
- Arizona Republic / LOCALiQ
- Bank of America
- Banner Health
- Benchmark Electronics, Inc.
- BMO Harris Bank
- BOK Financial
- Brookfield Residential
- CBRE
- Chicanos Por La Causa
- Clayco
- Cousins Properties, Inc.
- Creighton University
- Desert Financial Credit Union
- Dignity Health
- DMB Associates
- DSV
- Early Warning
- EMD Electronics
- Empire Southwest
- Ernst & Young
- Freeport McMoRan Inc.
- Global Credit Union
- Goodmans Interior Structures
- Goodwill of Central and Northern Arizona
- Grand Canyon University
- Helios
- Hensel Phelps
- Honeywell

- HonorHealth
- Intel Corporation
- Isola Group
- JE Dunn Construction
- Kitchell
- Knight-Swift Transportation
- M Culinary
- Mayo Clinic
- MidFirst Bank
- Mortenson
- Oaktree Capital Management
- On Q Financial
- Perkins Coie LLP
- Phoenix Suns
- Pivotal Group
- Polsinelli
- Quarles & Brady
- Rise48 Equity
- Sherman & Howard
- Snell & Wilmer LLP
- Squire Patton Boggs
- Valley Metro
- Valley of the Sun United Way
- Vitalant
- Weitz Company

## Advocate Level

- Aerotek
- Aetna
- Alston Construction
- Archicon L.C. Architecture
- Arizona Israel Technology Alliance
- Baker Development
- Bell Bank
- Blue Cross Blue Shield of Arizona

- Bridge Relocation Concierge
- Bristol Myers Squibb
- BRPH
- Bryan Cave Leighton Paisner LLP
- Brycon Construction
- Burns & McDonnell
- Cancer Treatment Centers of America
- CapRock Partners
- Colliers International
- Commonwealth Land Title National Commercial Services
- Cresa
- Crescent Crown Distributing
- Crown Realty & Development
- Cushman & Wakefield
- Davis Architecture
- De Rito Partners
- Deloitte
- Deutsch Architecture Group
- DFDG Architecture
- Dircks Moving & Logistics
- DLR Group
- DP Electric
- DPR Construction
- El Dorado Holdings
- EmployBridge
- Enterprise Bank & Trust
- Equality Health
- Everest Holdings
- Expedient
- FCL Builders
- FirstBank
- Flinn Foundation
- Gammage & Burnham
- GCON

- Global Roofing Group
- Gray Construction
- Graycor Construction
- Green Maple Law Group
- Haydon Building Corp
- hardison/downey construction
- Hensley
- Hines
- Holualoa Companies
- HotFoot Recruiters
- Hunt, Guillot & Associates, LLC
- Immedia
- Irgens
- JLL
- Land Advisors Organization
- Lee & Associates
- Lincoln Property Company
- Mack Real Estate Group
- Meritage Homes
- MHG Relocation Services
- MST Solutions
- Nationwide Realty Investors
- Northern Trust
- Off Madison Ave
- Okland Construction
- Olsson
- OneAZ Credit Union
- Opus Development Company
- Page
- Partners Personnel
- Pathward
- Phoenix Children's Hospital
- Preferred Lending Partners
- Rexco

- Rider Levett Bucknall
- RK Logistics Group
- RSM
- Ryan Companies US Inc.
- SDB Contracting Services
- Silicon Valley Bank
- Skanska
- SmithGroup
- Social Television Network (STN)
- Southwest Airlines
- Southwest Gas Corporation
- Spencer Fane LLP
- Sunbelt Holdings
- Sundt Construction
- Terracon
- The Howard Hughes Corporation
- The Plaza Companies
- Trammell Crow Company
- Transwestern Commercial Services
- TSMC
- University of Arizona
- USAA
- ViaWest Group
- Wespac Construction, Inc
- Wexford Science + Technology
- Willmeng Construction
- Wist Office Products

## Supporter Level

- Air Products and Chemicals, Inc.
- Arizona Community Foundation
- Atmosphere Commercial Interiors
- Avnet Inc.

- BNSF Railway
- Caliber Companies
- Carvana
- Chicago Title Insurance Company - Arizona
- CoStar Group
- Cypress Office Properties
- Enterprise & National Car Rental
- Equity Land Group
- Girl Scouts - Arizona Cactus - Pine Council
- Globe Corporation
- Horrocks Engineers
- Industrial Storage
- KTAR
- Lyft
- Macerich
- Merit Partners
- Meta
- Midwestern University
- MSSBTA
- National Bank of Arizona
- Newmark Knight Frank
- Northrop Grumman
- Prologis
- qBotica
- RED Development
- Resolution Copper
- Sunstate Equipment Company
- TerraCap Management
- The Austin Company
- Trinity Capital Investments
- Union Pacific Railroad
- Van Trust Real Estate LLC
- Western State Bank
- WhiteHaven
- Zillow



## **Connect. Engage. Listen. Share.**

Engage with us year-round for timely updates on the innovative ways we're advancing Greater Phoenix, *together*.

**EXHIBIT B**  
GPEC PERFORMANCE MEASURES  
FY 2024

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

<b>1. Payroll Generated</b>	<b>\$412.84M</b>
<b>2. Total Number of Jobs Created</b>	<b>7,060</b>
<b>3. Total Number of High-Wage Jobs<sup>1</sup></b>	<b>3,738</b>
<b>4. Average High-Wage Salary</b>	<b>\$66,243</b>
<b>5. GPEC Assists<sup>2</sup></b>	<b>10</b>
<b>6. Number of Qualified Prospects</b>	<b>233</b>
<b>7. Number of Qualified International Prospects</b>	<b>43</b>
<b>8. Community Return on Investment<sup>3</sup></b>	<b>40:1</b>

**Footnotes:**

1. High Wage Jobs: High wage jobs are those that are over 130% of the Phoenix MSA Median Wage (currently \$59,245).
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.”
3. ROI is calculated as a ratio of direct revenue from GPEC locates to all member communities divided by funding from GPEC member communities

# EXHIBIT C

## TARGETED INDUSTRIES

### FY2024

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 2024, GPEC will continue its emphasis on the following: Advanced Business Services; Aerospace & Defense; Battery & Energy Storage; Emerging Technologies; Healthcare and Biomedical; Manufacturing & Logistics; Mission Critical Operations; Semiconductor Ecosystem; and Software.

Member communities will target the following:

#### **Apache Junction**

Manufacturing (focus on electronic equipment & components and electric & autonomous vehicles), distribution/logistics, retail, and hospitality/entertainment/tourism

#### **Avondale**

Healthcare; hospitality/tourism; manufacturing & logistics, technology; retail & entertainment; and technology

#### **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; healthcare; 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; financial services; healthcare, medical, bio-life sciences and wellness; entrepreneurship/small business; tourism; 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

**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; medical manufacturing; 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/agricultures; and visitor/hospitality commerce; semiconductor; EV manufacturing; high tech; and research and development

**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 and financial services; aerospace/airport; advanced manufacturing; bioscience and healthcare; technology and innovation; innovation; and research and development

**Phoenix**

BioSciences/healthcare; advanced business services; advanced manufacturing; data centers; sustainable enterprises; emerging industries, EV and their supply chains; higher education; trade and FDI; circular economy; food system entrepreneurship and innovation

**Queen Creek**

Advanced Manufacturing; agritainment/destination tourism; healthcare; I.T./software; and business services

**Scottsdale**

IT services and software; financial and insurance services and technology; healthcare services and innovation; logistics Management; tourism; and corporate headquarters

**Surprise**

Advanced business services; advanced manufacturing and rail-served industry; corporate/regional headquarters innovation/entrepreneurship/emerging technology; medical, healthcare and life science technologies, services; signature retail; 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**

Resort/tourist-oriented development; healthcare with an emphasis on behavioral health; transportation & distribution; expanded retail opportunities; senior industries, equestrian and rodeo industries

**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 2024

## 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
<b>PAYROLL GENERATED (MILLIONS)</b>				
<b>NUMBER OF JOBS</b>				
<b>NUMBER OF HIGH-WAGE JOBS</b>				
<b>AVERAGE HIGH WAGE SALARY</b>				
<b>QUALIFIED PROSPECTS</b>				
<b>QUALIFIED INTERNATIONAL PROSPECTS</b>				
<b>GPEC ASSISTS</b>				
<b>COMMUNITY RETURN ON INVESTMENT</b>				

#### **KEY BUSINESS ATTRACTION ACTIVITIES AND OTHER GPEC ACTIVITIES**

*GPEC continues to target high-wage industries (Advanced Business Services; Aerospace & Defense; Battery & Energy Storage; Emerging Technologies; Healthcare and Biomedical; Manufacturing & Logistics; Mission Critical Operations; Semiconductor Ecosystem; 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.