

**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. 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, 2017 - June 30, 2018 (“FY2018”).

**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, 2017.
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 **\$104,527.00** for services to be provided by GPEC pursuant to the Agreement during the fiscal year ending on June 30, 2018, as set forth in this Agreement. This amount is based on approximately \$.4397 per capita, based upon the 2016 Office of Employment and Population Statistics, Arizona Department of Administration population estimates, which listed the City as having a population of **237,723**. 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, 2017, 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 FY2018. 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 FY2019 contract.
3. The City agrees to work with GPEC during FY2018 to develop a revised public sector funding plan, including a regional allocation formula for FY2019, 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.
- 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.

**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. 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 \_\_\_\_\_, 2017.

**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

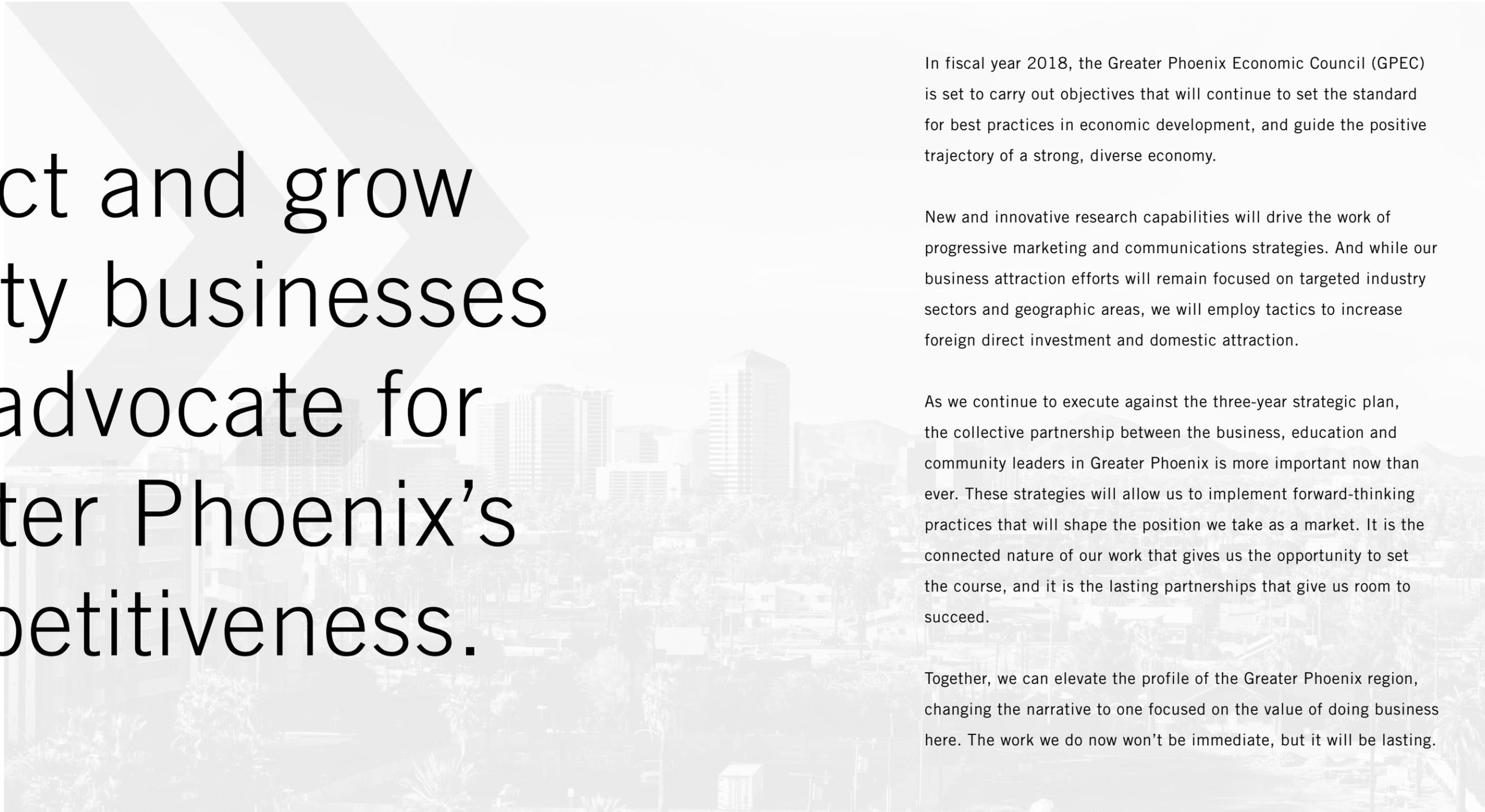
ERNST & YOUNG

# GREATER PHOENIX ECONOMIC COUNCIL **ACTION PLAN**

FISCAL YEAR 2018



**Greater Phoenix**  
ECONOMIC COUNCIL



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

*GPEC MISSION*

## **A LETTER FROM CHRIS CAMACHO**

*President & CEO, Greater Phoenix Economic Council*

In fiscal year 2018, the Greater Phoenix Economic Council (GPEC) is set to carry out objectives that will continue to set the standard for best practices in economic development, and guide the positive trajectory of a strong, diverse economy.

New and innovative research capabilities will drive the work of progressive marketing and communications strategies. And while our business attraction efforts will remain focused on targeted industry sectors and geographic areas, we will employ tactics to increase foreign direct investment and domestic attraction.

As we continue to execute against the three-year strategic plan, the collective partnership between the business, education and community leaders in Greater Phoenix is more important now than ever. These strategies will allow us to implement forward-thinking practices that will shape the position we take as a market. It is the connected nature of our work that gives us the opportunity to set the course, and it is the lasting partnerships that give us room to succeed.

Together, we can elevate the profile of the Greater Phoenix region, changing the narrative to one focused on the value of doing business here. The work we do now won't be immediate, but it will be lasting.

# METRICS AND BUDGET

	FY18		
	CONTRACT	TARGET	STRETCH
Payroll (in Millions)	\$326.60	\$359.26	\$413.15
Jobs	6,919	7,611	8,753
High Wage Jobs <sup>1</sup>	2,698	2,968	3,413
Average High Wage Salary	\$52,810	\$58,678	\$67,480
Qualified Prospects	229	252	277
Qualified International Prospects	38	42	46
GPEC Assists <sup>2</sup>	10	12	14

#### FOOTNOTES FOR THE METRICS:

1. High Wage Jobs: High wage jobs are those that are over 125% of the Maricopa County Median Wage (currently \$44,700).
2. GPEC Assist: Companies that located in the region for which GPEC provided assistance that do not qualify as a locate, due to project size, for example; and would otherwise be listed as "non-reported locates." This replaces the Emerging Tech Assist metric from previous reports to better capture GPEC activities.

REVENUES	FY 2017 FORECAST	% OF TOTAL	FY 2018 BUDGET	% OF TOTAL	FY 2017 BUDGET	\$ CHANGE	% CHANGE
Public Funds	\$2,302,935	42.0%	\$2,329,000	42.7%	\$2,302,900	\$26,100	1.1%
Private Funds	2,545,000	46.4%	2,707,000	49.7%	2,545,000	162,000	6.4%
New Pledge Revenue	254,500	4.6%	250,000	4.6%	250,000	-	0.0%
In-Kind Pledges	77,000	1.4%	64,500	1.2%	77,000	(12,500)	(16.2%)
Events & Programs	103,600	1.9%	99,700	1.8%	99,700	-	0.0%
Sponsorships	114,369	2.1%	-	0.0%	50,000	(50,000)	(100.0%)
Grant Income	50,085	0.9%	-	0.0%	185,000	(185,000)	(100.0%)
Other	34,287	0.6%	1,300	0.0%	1,300	-	0.0%
<b>TOTAL REVENUES</b>	<b>\$5,481,776</b>	<b>100.0%</b>	<b>\$5,451,500</b>	<b>100.0%</b>	<b>\$5,510,900</b>	<b>\$(59,400)</b>	<b>(1.1%)</b>

OPERATING EXPENDITURES							
Business Development	405,947	8.0%	384,900	7.0%	454,600	(69,700)	(15.3%)
Marketing	182,665	3.6%	226,400	4.1%	215,100	11,300	5.3%
External Relations	247,425	4.9%	272,500	4.9%	272,600	(100)	(0.0%)
Research & Strategy	110,986	2.2%	190,200	3.4%	192,600	(2,400)	(1.2%)
Resource Management	260,481	5.1%	324,300	5.9%	218,200	106,100	48.6%
Personnel	3,071,394	60.4%	3,070,700	55.5%	3,318,600	(247,900)	(7.5%)
Facilities	447,133	8.8%	877,000	15.9%	512,300	364,700	71.2%
In-Kind	77,000	1.5%	64,500	1.2%	77,000	(12,500)	(16.2%)
Events & Programs	231,071	4.5%	120,000	2.2%	190,000	(70,000)	(36.8%)
<b>TOTAL OPERATING EXPENDITURES</b>	<b>5,034,103</b>	<b>99.0%</b>	<b>5,530,500</b>	<b>100.0%</b>	<b>5,451,000</b>	<b>79,500</b>	<b>1.6%</b>

NON-OPERATING EXPENDITURES							
Grant Expenses	50,085	1.0%	-	0.0%	-	-	100.0%
Total Expenses	\$5,084,188	100.0%	\$5,530,500	100.0%	\$5,451,000	\$79,500	1.5%
Net Gain (Loss)	\$397,588		\$(79,000)		\$59,900	\$(138,900)	
Less: Capital Expenditures	(81,000)		(15,000)		(95,000)	80,000	
Amortization of Deferred Rent	(64,000)		(110,000)		(63,600)	(46,400)	
Amortization of Capital Leases	(10,500)		-		(10,500)	10,500	
Add: Depreciation	26,000		436,200		50,300	385,900	
Changes from Operating Activities	-		41,125		12,400	28,725	
Net Cash Flows	268,088		273,325		(46,500)	319,825	
Beginning Cash	1,669,000		1,937,088		1,765,000	172,088	
<b>ENDING CASH</b>	<b>\$1,937,088</b>		<b>\$2,210,413</b>		<b>\$1,718,500</b>	<b>\$491,913</b>	

# ACTION ITEMS AND FY2018 MILESTONES

## 01

### SUMMARY

*The core mission of GPEC to lead business attraction for Greater Phoenix will be supported by cutting-edge research and analytics methodologies as a way to increase new leads and drive deal flow.*

Develop and utilize unique analytic tools and methodologies to drive both marketing approaches and identification of business development outreach targets.

### TACTICS

- Develop and implement a data analytics model to drive better marketing approaches as well as business attraction strategies
- With the support of research, continue the work of the Corporate 100 Program – which is focused on connecting with companies in GPEC’s targeted industries in the Greater Phoenix region with headquarters outside the market.
- Conduct an evaluation of the industries that make up Greater Phoenix’s base, to align our attraction strategies with the industries that will drive the region’s future growth.
- Partner with the innovation and entrepreneurial ecosystem in Greater Phoenix to promote the innovation activity in the market to key venture capital firms as a channel for business development

### MEASURES AND MILESTONES

- 45% of prospects sourced through GPEC direct prospect generation
- Implement an analytics-driven business attraction model
- Analysis conducted of the region’s current industry sectors, with recommendations for realignment of newly identified target industries

### STRATEGIC PLAN OBJECTIVES

- Attract more scalable enterprises in advanced industries



# 02

## Advance competitiveness priorities through regional collaboration

### SUMMARY

*Partnering with stakeholders in the public and private sector, GPEC will convey key messaging related to competitiveness issues.*

### TACTICS

- As a result of the recommendations of the Competitiveness Council, inform key decision makers on necessary and relevant tools, and economic development programs related to competitiveness, focused on enhancing regional economic dynamism through intensifying innovation, and modern infrastructure
- Advocate for a coordinated and industry-driven regional workforce system with emphasis on career pathways for middle and high-skilled workers by supporting PEI's focus on workforce development, through stakeholder engagement and social outreach
- Build support for regional economic development issues – including transportation, entrepreneurship, and trade – across peer organizations with united messaging on key issues

### MEASURES AND MILESTONES

- Conduct ongoing meetings with identified top influencers in the region
- Generate a strategy for using key market leaders as conduits to emerging companies in the region
- Partner with or lead 3 regional events focused on the innovation ecosystem, such as Venture Madness or Startup Week

### STRATEGIC PLAN OBJECTIVES

- Lead collaboration across peer organizations to leverage complementary assets and strengthen coordinated action
- Promote innovation and commercialization to support an advanced industry ecosystem
- Advocate for workforce development initiatives to support the growth of advanced industries
- Engage state and local policymakers on new economic development and competitiveness concepts

# 03

## Partner with GPEC's member communities to evaluate community planning necessary for future projects, and enhance industry selling strategies through the development of cohesive messaging around the region's unique value propositions

### SUMMARY

*Together with the communities, GPEC will focus on key industry verticals in the Greater Phoenix region and refine the business development team's abilities to craft relevant narratives for business attraction.*

### TACTICS

- Continue the Community Partnership Program to develop and inform cohesive regional economic development strategies
- Refine current and new use cases, value propositioning and industry diversification strategies
- Partner with the communities to mobilize strategic opportunities identified in Market Intelligence reports

### MEASURES AND MILESTONES

- Develop co-branded high impact district marketing pieces with communities as an outcome of CPP meetings
- Create and convey regional selling strategies across GPEC member communities
- Work with the member communities to respond to threats and opportunities discovered in Market Intelligence reports

### STRATEGIC PLAN OBJECTIVES

- Refine the consultative model with a focus on specialized expertise and knowledge
- Partner with communities to deploy a regional Market Intelligence system

# 04

Target key audiences through strategic media placement and digital platforms to enhance Greater Phoenix's brand and drive lead generation for business attraction

## SUMMARY

Digital marketing strategies will be deployed to elevate GPEC's outreach and business attraction efforts.

## TACTICS

- Optimize the website to drive performance and lead generation
- Employ a marketing campaign focused on California, specific to high-growth and technology-based companies
- Implement lead-generation marketing through digital campaigns to increase direct sourced leads
- Continue a national and international media strategy around promoting the Greater Phoenix market position

## MEASURES AND MILESTONES

- Deploy responsive content specific to California users on GPEC's website
- Increase the average user session duration on the GPEC website
- Launch a regional blog to enhance market position and thought leadership presence

## STRATEGIC PLAN OBJECTIVES

- Engage targeted audiences through digital platforms to generate leads and establish GPEC as a thought leader and brand the region as a location of choice for Foreign Direct Investment

# 05

Implement strategies to heighten recognition of the Greater Phoenix region in targeted industries and markets identified by the Metro Phoenix Global Investment Plan

## SUMMARY

Execution of the campaign, The Connected Place, to promote Greater Phoenix, USA globally.

## TACTICS

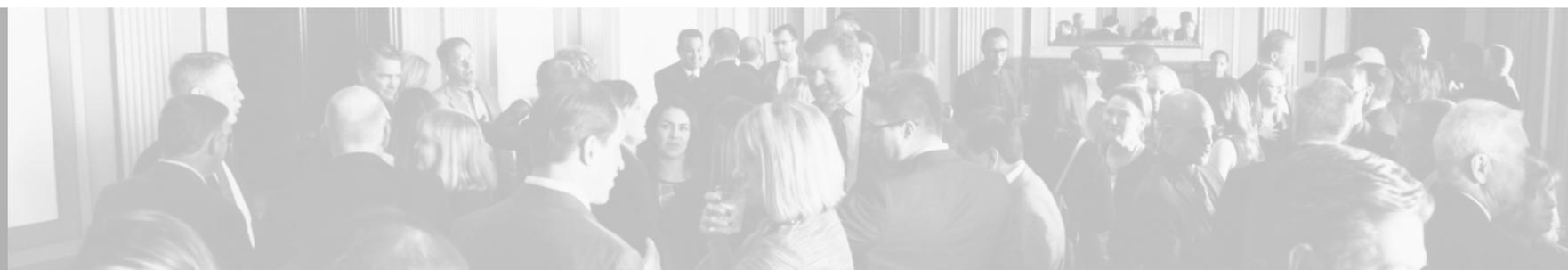
- Conduct an outbound business attraction strategy focused on Internet of Things (IoT) and sensor technology enabled companies both nationally and internationally
- Enhance relationships with the region's largest trading partners to increase foreign direct investment (FDI)
- Brand the region as a hub for IoT and sensor enabled technology companies
- Engage existing IoT and sensor companies in the region to leverage international market connections

## MEASURES AND MILESTONES

- Establish a baseline for IoT and sensor industry prospects
- Increase website visits to theconnectedplace.org
- Implementation of the FDI aftercare program
- Development of the Global Partnership Program
- Increase international traffic to GPEC website

## STRATEGIC PLAN OBJECTIVES

- Brand the region as a location of choice for Foreign Direct Investment



# LEADERSHIP COUNCILS AND ADVISORY GROUPS

The collective professional expertise of GPEC's councils and advisory groups help shape the organization's key initiatives, leverages connections to further job creation and competitiveness efforts and supports the implementation of programs.



**GPEC NEXT LEADERSHIP COUNCIL**  
 Advises GPEC leadership and the board on the development of the strategic plan, annual action plan and metrics, and the Washington, D.C. Executive Mission.



**COMMUNITY BUILDING CONSORTIUM**  
 Applies collective commercial real estate experience to help capture business development opportunities and increase the region's transactional capabilities.



**MAYORS AND SUPERVISORS COUNCIL**  
 Convenes mayors of GPEC communities and county supervisors for regular updates on strategic initiatives.



**INTERNATIONAL LEADERSHIP COUNCIL**  
 Advises on the direction and implementation of GPEC's export and foreign direct investment efforts, and provides guidance to increase program impacts.



**ECONOMIC DEVELOPMENT DIRECTORS TEAM**  
 Advises the GPEC President & CEO, and staff on local economic development trends, offers insight on the pulse of city and town councils, and partners with GPEC to finalize location decisions.



**HEALTHCARE INNOVATION COUNCIL**  
 Works to advance healthcare and bioscience initiatives for the region and establish Greater Phoenix as a center of excellence, anchored by innovative assets and world-class leadership.

**GOVERNANCE** >>

**BOARD OF DIRECTORS**  
 Provides oversight of the organization and helps shape GPEC's influence as a regional thought leader.

**EXECUTIVE COMMITTEE**  
 Acts on behalf of the board of directors, advising on strategic direction and overall performance of annual goals.

**BOARD-LEVEL COMMITTEES**

**PERFORMANCE COMMITTEE**  
 Evaluates the performance of the organization and the President & CEO.

**AMBASSADORS**

At the foundation of GPEC's engagement activity are Ambassadors, whose broad range of professional backgrounds lend critical assistance to regional business climate improvement and business development efforts.

Ambassadors help communicate, educate, and inform stakeholders, policy-makers, citizens and media about key regional economic development issues.

**CERTIFIED AMBASSADORS**

Ambassadors who meet certain qualifications become certified to serve as an extension of the GPEC team and are given the opportunity to interface more closely with GPEC's staff and board on program initiatives and mission-critical efforts.

**AMBASSADOR STEERING COMMITTEE**

Advises on strategic direction of the Ambassadors Program; designs activities relevant to and in support of GPEC's mission; and, serves as a sounding board for emerging initiatives and supports implementation of programs.

**AUDIT COMMITTEE**

Assesses internal controls and oversees auditors and the annual audit.

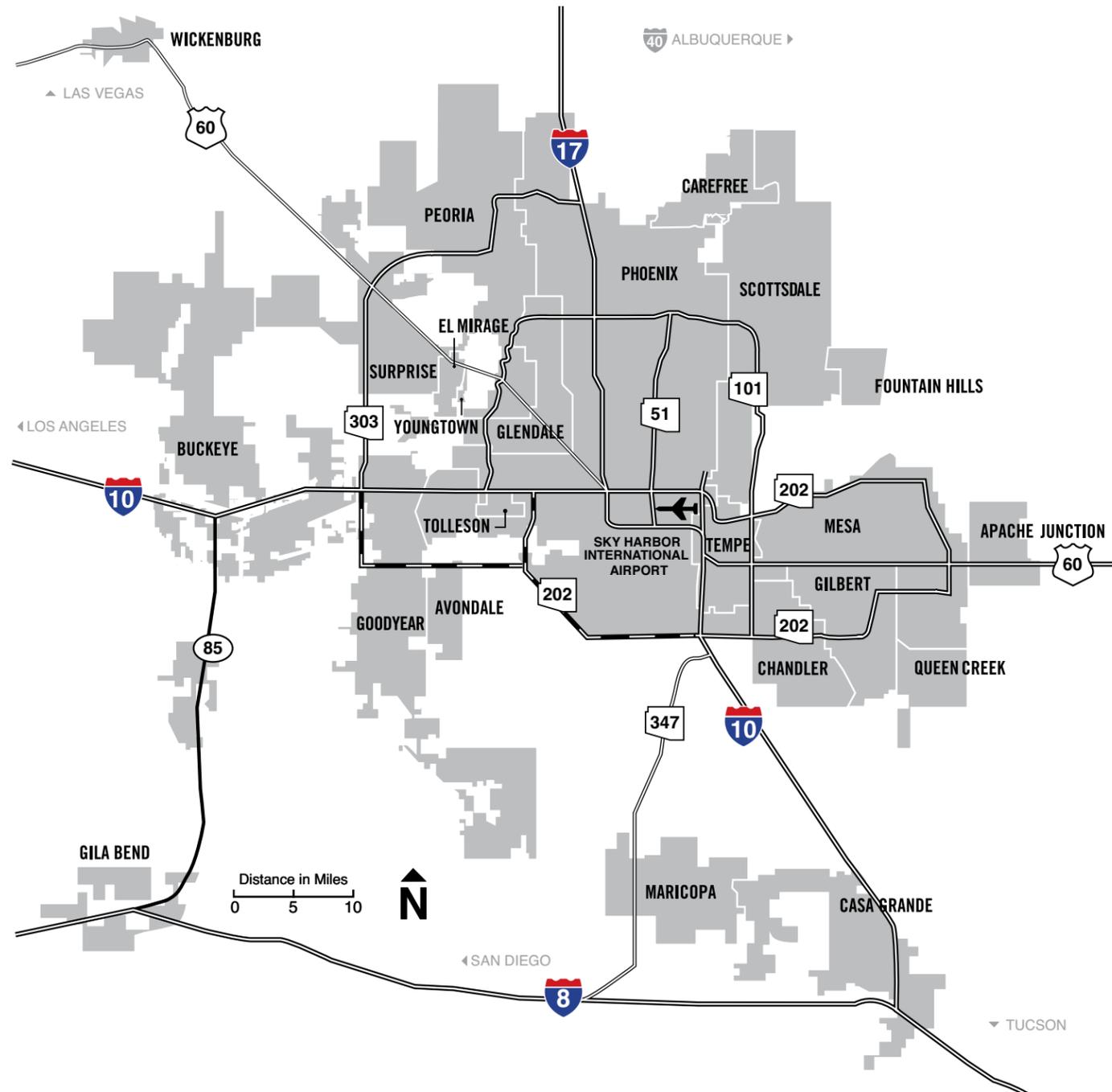
**NOMINATING COMMITTEE**

Nominates the at-large directors and board officers, and recommends candidates to the board for approval, based on nominations received from mayors and supervisors of member communities.

**FINANCE COMMITTEE**

Sets financial objectives for the organization and recommends the annual budgets as part of the Action Plan.

# MEMBER COMMUNITIES



## CHAIRMAN'S COUNCIL



## CORPORATE COUNCIL



## EXECUTIVE COUNCIL



## DIRECTORS' COUNCIL

American Airlines	Chicanos Por La Causa	Freeport McMoRan Copper & Gold	Mayo Clinic	Polsinelli PC
Arizona Cardinals	CBRE	Goodwill of Central Arizona	MidFirst Bank	Quarles & Brady
Arizona Diamondbacks	Cousins Properties	Intel Corporation	Mortenson	RED Development
Bank of America	Dignity Health	Kitchell	Northern Trust	Republic Media
Banner Health	DMB Associates	Knight Transportation	OH Partners	Squire Patton Boggs
BBVA Compass	Empire Southwest	Maracay Homes	Perkins Coie LLP	University of Phoenix
Cancer Treatment Centers of America	Ernst & Young		Phoenix Suns	Valley Metro

## LEADERSHIP COUNCIL

Aetna	D.L. Withers Construction	Jones Lang LaSalle	Renaissance Companies	TruPath
Alexander Building Company	Daedalus Real Estate Advisors	Kutak Rock	Rose Law Group	Turner Construction
Atmosphere Commercial Interiors	Deloitte	Layton Construction	Ryan Companies	University of Arizona
BDO	Deutsch Architecture Group	Lee & Associates	Savills-Studley	UPS
Blue Cross Blue Shield of Arizona	El Dorado Holdings	Lewis Roca Rothgerber	Siemens	USAA
BMO Harris Bank	Equity Health	Liberty Property Trust	Skanska USA Building	US Bank
Bryan Cave	Gammage & Burnham	Mainstreet	SmithGroup	VanTrust Real Estate
Brycon Construction	Goodmans Interior Structures	M+W Group	Snell & Wilmer	ViaWest Group
Caliente Construction	Green Loop Solutions	Meritage Homes	Southwest Gas Corporation	Ware Malcomb
Celgene Corporation	Hensley	Nationwide Realty Investors	Southwest Airlines	Weitz Company
CenturyLink	Hines	Newmark Grubb Knight Frank	Sunbelt Holdings	Wespac Construction
Colliers International	Homeowners Financial Group	Okland Construction	The Plaza Companies	Willmeng Construction
Crescent	Honeywell	Opus Development Company	Transwestern Commercial Services	Wist Office Products
CrownDistributing	JE Dunn Construction	Phoenix Children's Hospital	Tratt Properties	
Cushman & Wakefield			TriWest Healthcare Alliance	

## AMBASSADOR

3rd Story Architecture	BNSF	Coe & Van Loo Consultants	Holualoa Companies	Midwestern University
Air Products & Chemicals	Bristol Global Mobility	Corporate Interior Systems	IRIS USA	MSS
Archicon L.C. Architecture	Bury	CoStar Group	Johnson Carlier	On Q Financial
Arizona Business Bank	Cenlar	Dircks Moving & Logistics	Keyser	Osborn Maledon
Arizona Community Foundation	Central Arizona Commerce Park	DIRTT	KTAR	Resolution Copper Mining
Avnet	CKS Advisors	Grant Thornton	Landmark Companies	St. Clair Technologies
	Clarius Partners		Macerich	Sunstate Equipment Company
	Clark Hill PLC		Merit Partners	



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

**EXHIBIT B**  
GPEC PERFORMANCE MEASURES  
FY 2018

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

<b>1. Payroll Generated</b>	<b>\$326.60M</b>
<b>2. Total Number of Jobs Created</b>	<b>6,919</b>
<b>3. Total Number of High-Wage Jobs<sup>1</sup></b>	<b>2,698</b>
<b>4. Average High-Wage Salary</b>	<b>\$52,810</b>
<b>5. GPEC Assists<sup>2</sup></b>	<b>10</b>
<b>6. Number of Qualified Prospects</b>	<b>229</b>
<b>7. Number of Qualified International Prospects</b>	<b>38</b>

**Footnotes:**

1. High Wage Jobs: High wage jobs are those that are over 125% of the Maricopa County Median Wage (currently \$44,700).
2. GPEC Assist: Companies that located in the region, for which GPEC provided assistance, that do not qualify as a locate due to project size, for example; and would otherwise be listed as “non-reported locates.” This replaces the Emerging Tech Assist metric from previous reports to better capture GPEC activities.

# **EXHIBIT C**

## TARGETED INDUSTRIES FY2018

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 2018, GPEC will continue its emphasis on the following: Advanced Business Services; Aerospace & Defense; Emerging Technologies; Healthcare and Biomedical; Manufacturing & Logistics; Mission Critical Operations; and Software

Member communities will target the following:

### **Apache Junction**

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

### **Avondale**

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

### **Buckeye**

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

### **Casa Grande**

Aviation/aerospace; biosciences and sustainability; corporate/regional headquarters; healthcare and medical services; standard manufacturing and transportation and distribution

### **Chandler**

Advanced business services; corporate/regional headquarters, high-tech electronics and software development; aerospace/aviation and advanced materials; biosciences and sustainability

### **El Mirage**

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

### **Fountain Hills**

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

### **Gila Bend**

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

**Gilbert**

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

**Glendale**

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

**Goodyear**

Advance financial/business services; high-tech electronics and software development; aerospace/aviation; advanced materials; biosciences (treatment, medical diagnostics, research) and senior industries; food, fiber and natural products; transportation/distribution; standard manufacturing; environmental technology; sustainability

**Maricopa (City)**

High-wage employers (salaries averaging at least 125% of the median wage in Maricopa County) that generate at least 80% of income from exporting goods and services outside the region

**Mesa**

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

**Peoria**

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

**Phoenix**

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

**Queen Creek**

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

**Scottsdale**

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

**Surprise**

Energy (emphasis on renewable and firming); sustainability-centric industries; biomedical/medicine; advanced business services; manufacturing and distribution (emphasis on advanced manufacturing); education (K-12, and emphasis on higher education); semiconductor/microelectronics; aerospace and aviation; entrepreneurial/emerging technology

**Tempe**

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

**Tolleson**

Aerospace and advanced materials; food, fiber and natural products; transportation/distribution; standard manufacturing; environmental technology; sustainability

**Wickenburg**

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

**Youngtown**

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

# EXHIBIT D

FY 2018

## 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>				

### **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 also listed below.

**1. Commercial General Liability** – Shall cover liability arising from bodily injury, property damage, products-completed operations, personal and advertising injury, independent contractors, and broad form contractual coverage.

Each Occurrence	\$2,000,000
Personal and Advertising	\$2,000,000
General Aggregate	\$4,000,000
Products-Completed Operations	\$1,000,000

**2. Automobile Liability** – ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9) Bodily Injury and Property Damage – Combined Single Limit Per Accident \$1,000,000

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

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$1,000,000
Disease-Each Employee	\$1,000,000
Disease-Policy Limit	\$1,000,000

**B. Deductibles and Self-Insured Retentions.** Any deductible or self-insured retentions must be declared to and approved by the City. The City may require the Contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses with the retention.

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 with a current A.M. "Best's" rating of not less than A-:VII, unless otherwise acceptable to the City. 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.

**EXHIBIT F**  
**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.