

**AGREEMENT BETWEEN
THE GREATER PHOENIX ECONOMIC COUNCIL
AND THE TOWN OF FOUNTAIN HILLS
Town Contract No.**

The Town Council of the TOWN OF FOUNTAIN HILLS, a municipal corporation (the "Town"), 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 Town agrees to provide, the respective roles of GPEC and the Town and the payments of the Town to GPEC for the fiscal year July 1, 2019 - June 30, 2020 ("FY2020").

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

I. RESPONSIBILITIES OF GPEC

- A. MISSION:** Attract and grow quality businesses and advocate for Greater Phoenix's competitiveness.
- B. GOALS:** GPEC is guided by and strategically focused on two specific long-range goals:
 - 1. Marketing the region to generate qualified business/industry prospects in targeted economic clusters
 - 2. Leveraging public and private allies and resources to locate qualified prospects, improve overall competitiveness, and sustain organizational vitality
- C. RETENTION AND EXPANSION POLICY:**
 - 1. GPEC's primary role is developing the Greater Phoenix region's market intelligence strategy for high wage, base industry clusters in coordination with representatives of GPEC member communities.
 - 2. Retention and expansion of existing businesses within GPEC member communities is primarily a local issue.
 - 3. GPEC will support its member communities' efforts to retain and expand existing businesses through coordinating regional support and providing research on key retention and expansion projects.
 - 4. GPEC will advise its member communities when an existing company contacts GPEC regarding a retention or expansion issue, subject to any legal or contractual non-disclosure obligations.
- D. ACTION PLAN AND BUDGET:** In accordance with the Mission, Goals and Retention and Expansion Policy set forth above, and subject to the availability of adequate funding, GPEC shall implement the Action Plan and Budget adopted by GPEC's Board of Directors, a copy of which has been delivered to the Town and receipt of which is hereby acknowledged. A summary of the Action Plan is attached hereto as **Exhibit A** ("GPEC Action Plan"). The Town shall be informed of any changes in the adopted GPEC Action Plan which will materially affect or alter the priorities established therein. Such notification will be in writing and will be made prior to implementation of such changes.

Notwithstanding the foregoing, the Town acknowledges and agrees that GPEC may, in its reasonable judgment and in accordance with its own practices and procedures, substitute, change, reschedule, cancel or defer certain events or activities described in the GPEC Action Plan as required by a result of changing market conditions, funding availability, unforeseen expenses or other circumstances beyond GPEC's reasonable control. GPEC shall solicit the input of the Town on the formulation of future marketing strategies and advertisements. The GPEC Action Plan will be revised to reflect any agreed upon changes to the GPEC Action Plan.

- E. PERFORMANCE TARGETS:** Specific performance targets, established by GPEC's Executive Committee and Board of Directors, are attached hereto as **Exhibit B** ("GPEC Performance Measures") and shall be used to evaluate and report progress on GPEC's implementation of the GPEC Action Plan.

In the event of changing market conditions, funding availability, unforeseen expenses or other circumstances beyond GPEC's reasonable control, these performance targets may be revised with the Town'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 Town discussing in detail its progress in implementing the GPEC Action Plan as well as reporting the numerical results for each performance measurement set forth in **Exhibit B**. GPEC shall provide a copy of its annual external audit for the preceding fiscal year to the Town no later than December 31, 2019.

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 Town 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, which, if GPEC fails to comply with either step, will constitute an event of default for which the Town may terminate this Agreement pursuant to paragraph IV.J. below.

II. RESPONSIBILITIES OF THE TOWN

- A. STAFF SUPPORT OF GPEC EFFORTS:** The Town shall provide staff support to GPEC's economic development efforts as follows:
1. The Town 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 Town desires to compete and if the lead is appropriate for the Town. When available, the Town agrees to provide its response in the format developed jointly by EDDT and GPEC;
 2. The Town shall provide appropriate local hospitality, tours and briefings for prospects visiting sites in the Town;
 3. The Town shall provide an official economic development representative to represent the Town on the EDDT, which advises GPEC's President and CEO;
 4. The Town 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 Town shall use its best efforts to respond to special requests by GPEC for particularized information about the Town within three business days after the receipt of such request;

6. In order to enable GPEC to be more sensitive to the Town's requirements, the Town may, at its sole option, deliver to GPEC copies of any Town 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 Town shall utilize its best good faith efforts to cause an economic development professional representing the Town to attend all marketing events and other functions to which the Town has committed itself; and
8. The Town agrees to work with GPEC to improve the Town's Competitiveness and market readiness to support the growth and expansion of the targeted industries as identified for the Town in **Exhibit C** ("Targeted Industries").

B. RECOGNITION OF GPEC: The Town agrees to recognize GPEC as the Town'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 Town 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 Town economic development staff for business location prospects identified and qualified by the Town and assist the Town with presentations to the prospect in the Town or the prospect's corporate location.

B. COMPENSATION:

1. The Town agrees to pay **\$11,767.00** for services to be provided by GPEC pursuant to the Agreement during the fiscal year ending on June 30, 2020, as set forth in this Agreement. This amount is based on \$.4897 per capita, based up on the 2018 Office of Economic Opportunity population estimate, which listed the Town as having a population of **24,029**. The payment by the Town may, upon the mutual and discretionary approval of the board of directors of GPEC and the Town 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 Town Council pursuant to the required budget process of the Town;
3. Nothing herein shall preclude the Town 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 Town and GPEC; and
4. GPEC shall submit an invoice for payment on an annual basis. The foregoing notwithstanding, if GPEC has not provided the Town with the audit required pursuant to paragraph I.E. above no later than December 31, 2019, no payments shall be made hereunder until the Town 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 Town and GPEC covenant and agree to work

together in a productive and harmonious manner, to cooperate in furthering GPEC's goals for FY2020. The Town and GPEC further covenant and agree to comply with the Regional Cooperation Protocol, attached hereto as **Exhibit F**, in all material respects.

2. The Town agrees to work with GPEC, as necessary or appropriate, to revise the performance measures, and/or benchmarks, and/or goals for the FY2021 contract.
3. The Town agrees to work with GPEC during FY2020 to develop a revised public sector funding plan, including a regional allocation formula for FY2021, if determined to be necessary or appropriate.

IV. GENERAL PROVISIONS:

- A. **COVENANT AGAINST CONTINGENT FEES:** GPEC warrants that no person or selling agent has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee. For a breach or violation of this warranty, the Town 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 Town Code of the Town of Fountain Hills which require and demand that no payment be made to any contractor as long as there is any outstanding obligation due to the Town, 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 Town and GPEC. At all times during the term of this Agreement, GPEC shall be an independent contractor and shall not be an employee of Town. Town 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 Town in any capacity whatsoever as an agent. GPEC shall have no authority, express or implied, pursuant to this Agreement to bind Town to any obligation whatsoever.
- E. **INDEMNIFICATION AND HOLD HARMLESS:** During the term of this Contract, and to the fullest extent permitted by law, GPEC shall indemnify, defend, hold, protect and save harmless the Town and any and all of its Councilmembers, officers and employees for, 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 Town, brought, made, filed against, imposed upon or sustained by the Town, 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 and with GPEC's knowledge and consent.

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

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

- F. INSURANCE:** GPEC shall procure and maintain for the duration of this Agreement, at GPEC's own cost and expense, insurance against claims for injuries to persons or damages to property which may arise from or in connection with this Agreement by GPEC, its agents, representatives, employees or contractors, in accordance with the Insurance Requirements set forth in **Exhibit E** ("Insurance Requirements"), attached hereto. The Town 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 Town 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 Town 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 Town makes such findings shall be an issue and may be reviewed in any competent court. In the event of such termination, the Town shall be entitled to pursue all legal and equitable remedies against GPEC available to the Town. Activities by an officer or employee of the Town 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 Town, GPEC shall provide Town 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 Town or in such other format as the Town shall prescribe.
- I. COMPLIANCE WITH APPLICABLE FEDERAL AND STATE LAWS REQUIRED.** GPEC understands and acknowledges the applicability of the Immigration Reform and Control Act of 1986, the Drug Free Workplace Act of 1989 and the Americans with Disabilities Act, and agrees to comply therewith in performing under any resultant agreement and to permit Town inspection of its records to verify such compliance.
1. GPEC warrants to the Town that, to the extent applicable under A.R.S. § 41-4401, GPEC is in compliance with all Federal Immigration laws and regulations that relate to its employees

and with the E-Verify Program under A.R.S. § 23-214(A). GPEC acknowledges that a breach of this warranty by GPEC or any subconsultants providing services under this Agreement is a material breach of this Agreement subject to penalties up to and including termination of this Agreement or any applicable subcontract. The Town retains the legal right to inspect the papers of any employee of GPEC or any subconsultant who works on this Agreement to ensure compliance with this warranty.

2. The Town may conduct random verification of the employment records of GPEC and any of its subconsultants who work on this Agreement to ensure compliance with this warranty.
3. The Town will not consider GPEC or any of its subconsultants who work on this Agreement in material breach of the foregoing warranty if GPEC and such subconsultants establish that they have complied with the employment verification provisions prescribed by 8 USCA § 1324(a) and (b) of the Federal Immigration and Nationality Act and the e-verify requirements prescribed by A.R.S. § 23-214(A).
4. The provisions of this Section I must be included in any contract GPEC enters into with any and all of its subconsultants who provide services under this Agreement or any subcontract to provide services under this Agreement. As used in this Section I "services" are defined as furnishing labor, time or effort in the State of Arizona by a contractor or subcontractor. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property.
5. GPEC certifies that it is not currently engaged in, and agrees for the duration of this Agreement that it will not engage in a "boycott," as that term is defined in ARIZ. REV. STAT. § 35-393, of Israel.

J. TERMINATION. Town 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 Town; 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 Town 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 Town 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. TOWN REVIEW OF GPEC RECORDS.** GPEC must keep all Agreement records separate and make them available for audit by Town personnel upon request.
- P. NOTICES.** Any notice, consent or other communication required or permitted under this Agreement shall be in writing and shall be deemed received at the time it is personally delivered, on the day it is sent by facsimile transmission, on the second day after its deposit with any commercial air courier or express service or, if mailed, three (3) days after the notice is deposited in the United States mail addressed as follows:

If to Town: Mr. Grady Miller
Town Manager
Town of Fountain Hills
16705 East Avenue of the Fountains
Fountain Hills, Arizona 85268
Phone: (480) 816-5107
Fax: (480) 837-3145

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

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

- Q. TRANSACTIONAL CONFLICT OF INTEREST.** All parties hereto acknowledge that this Agreement is subject to cancellation by the Town pursuant to the provisions of Section 38-511, Arizona Revised Statutes.
- R. NONLIABILITY OF OFFICIALS AND EMPLOYEES.** No member, official or employee of the Town will be personally liable to GPEC, or any successor in interest, in the event of any default or breach by the Town 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 Town, 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 Town 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 TO BY LAW.** This Agreement allows the parties to disclose Confidential Information, as defined below, to each other under the following terms. The parties agree that: (1) the Confidential Information is the proprietary property of each respective Party and is strictly confidential and privileged pursuant to, among other laws, A.R.S. §§ 44-401, *et seq.*, (2) the release of the Confidential Information provided could cause harm to the parties' competitive position, (3) the Confidential Information is potentially personal and private, and (4) the Confidential Information is exempt from disclosure under the Arizona Public Records and Open Meeting Laws, A.R.S. § 39-121, *et seq.* The Agreement does not license, assign, or convey any intellectual property or proprietary rights from any party to any other party.

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

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

The Town 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 Town may disclose Confidential Information if required to comply with a court order or other government demand that has the force of law. Prior to disclosure, the party must:

1. Use reasonable means to protect the Confidential information to the extent possible; and
2. Give GPEC reasonable prior notice of the request for records and identified responsive documents to allow GPEC to seek a protective order, unless such notice is not permitted under law.

- X. ENTIRE AGREEMENT, WAIVERS AND AMENDMENTS.** This Agreement may be executed in up to three (3) duplicate originals, each of which is deemed to be an original. This Agreement, including 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

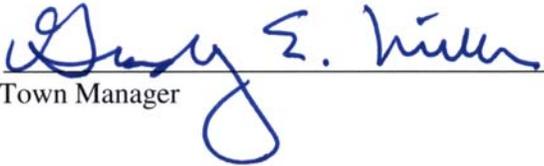
This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto, and supersedes all negotiations or previous agreements between the parties with respect to all or any part of the subject matter hereof.

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

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed the Agreement this ___ day of _____, 2019.

TOWN OF FOUNTAIN HILLS, a municipal corporation
Mr. Grady Miller

By: 
Its: Town Manager

OK
7/3/19

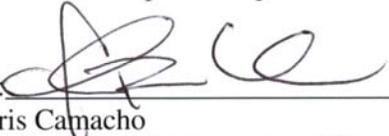
ATTEST:

By: 
Elizabeth A. Burke
Town Clerk

APPROVED AS TO FORM:

By: 
Aaron D. Arnson
Town Attorney

GREATER PHOENIX ECONOMIC COUNCIL,
an Arizona nonprofit corporation

By: 
Chris Camacho
President & Chief Executive Officer



ACTION PLAN

FISCAL YEAR 2020

OUR MISSION:

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

OUR VALUES:



**WE ARE AN INCLUSIVE,
DIVERSE FAMILY**



WE REMAIN ON THE EDGE



WE LEAD FROM THE FRONT



**WE ARE AGILE AND
ADAPT TO CHANGE**



WE ARE CHANGE AGENTS



WE ARE TENACIOUS



**WE PROMOTE
INTELLECTUAL CURIOSITY**



**WE ARE COMMITTED
TO SELFLESS SERVICE**

For each year of our three-year Strategic Plan, GPEC composes an Action Plan that articulates specific initiatives to prioritize in that year. Our fiscal year 2020 Action Plan builds on past successes and leaps forward to facilitate a next-generation, multidisciplinary approach that advances business attraction, competitiveness, branding and stakeholder engagement.

STRATEGIC
PLAN
BRANDING
COMPETITIVENESS
NEXT-GENERATION
ADVANCES
BUSINESSES
ATTRACTION
STAKEHOLDER
ENGAGEMENT
LEAPS FORWARD
PAST SUCCESSES
ACTION PLAN
APPROACH
MULTIDISCIPLINARY

ACTION PLAN GOALS

GOAL #01

Elevate the brand identity to deepen our reach into targeted markets



In less than a decade, Greater Phoenix recovered to become a top five growth market in GDP and a leader in job creation. As a rapidly evolving market, the region is uniquely qualified to leapfrog traditional stages of economic growth and determine its own identity, unencumbered by the entrenched legacies that often impede modernization elsewhere. This year, GPEC will work cohesively with stakeholders to cultivate the local, national and global perception of Greater Phoenix as a welcoming, vibrant economy.

TACTICS:

- Launch a refreshed GPEC brand that manifests our vision to position Greater Phoenix as a metropolitan center of innovation
- Energize The Connected Place campaign by deploying digital tactics that promote the region as a hub of scalable tech-centricity
- Assess creative methods to involve companies, investments and talent outside the market

MILESTONES:

- Deployed new logo and brand guidelines across GPEC-owned digital channels and physical spaces
- Evaluated a dynamic online toolkit that enables investors and community members to better access data and content
- Completed a feasibility study of a new tech-centric event that would draw global and domestic tech talent and capital
- Increased traffic to GPEC's website and social media channels

STRATEGIC PLAN OBJECTIVES:

- Elevate the brand identity using new forms of media to deepen our reach into targeted markets
- Promote initiatives that reinforce the region as a place to test, launch and advance innovation
- Create an enhanced and efficient stakeholder engagement model

GOAL #02

Attract and grow businesses while cultivating new models that create and retain quality jobs in globally competitive sectors

GPEC will continue to serve as a beacon of resources for base industries that identify our region as a potential location of choice.

These industries increasingly operate at the crossroads of primary and secondary markets as evidenced by the doubling of institutional investment into our companies over the past decade. As local market fundamentals mature, GPEC will seek relationships across a wider universe of decision-makers.

TACTICS:

- Amplify meaningful engagement with brokers and site selectors
- Maintain regional transparency in business attraction efforts with our stakeholders
- Identify select sectors in which Greater Phoenix *should* be uniquely positioned to lead the global curve
- Expand the soft-landing program to ease the market entry by international prospects
- Promote export resources for local small- and medium-sized companies
- Calibrate new funding mechanisms and connectivity with capital markets

MILESTONES:

- Surpassed contracted jobs created and prospects generated, including higher participation by companies within The Connected Place verticals
- Conducted a pre-determined volume of in-person meetings with key brokers, site selectors and other multipliers to share industry sector narratives
- Upgraded tools that provide transparency into the prospect pipeline for communities
- Completed a comprehensive analysis on targeted industry sectors
- Leveraged capital markets to drive partnerships in emerging technology

STRATEGIC PLAN OBJECTIVES:

- Expand tools and processes to create new top-line metrics that increase outcome-driven collaboration and coordination
- Promote initiatives that reinforce the region as a place to test, launch and advance innovation

GOAL #03

Drive organizational effectiveness in business development and regional competitiveness through data science, predictive analytics and value-added research

Better data informs better insights that produce better outcomes. GPEC will engineer a robust data science apparatus to serve member communities and other stakeholders with business intelligence resources.

TACTICS:

- Employ state-of-the-art analytical and automation platforms to systematize tailored recruitment efforts
- Assemble a central repository of information to empower knowledge-sharing
- Modernize statutory economic development programs to support current and future industries

MILESTONES:

- Generated higher conversion from lead to prospects, and prospects to locates
- Provided timely, accurate and actionable information to stakeholders
- Exhibited a map of the existing value and ancillary networks that benefit new locates
- Completed industry use cases and market intelligence reports
- Developed and advanced policy proposals urging modernization of the region's economic development toolkit

STRATEGIC PLAN OBJECTIVES:

- Deepen internal expertise and upgrade research and analytic capabilities
- Expand tools and processes to create new top-line metrics that increase outcome-driven collaboration and coordination
- Utilize market and industry intelligence to drive economic diversification and resilience



GOAL #04

Elevate engagement with stakeholders and foster strategic relationships

TACTICS:

- Host thoughtful, inspiring events that invite decision-makers and their teams from both public and private sectors
- Evangelize a regional brand through The Connected Place Council to drive new emerging tech strategies

MILESTONES:

- Doubled the number of Certified Ambassadors, who represent the highest level of measurable member engagement
- Activated The Connected Place Council to build champions of an intentional brand that drives advanced technology investment
- Increased stakeholder satisfaction based on annual survey results
- Lowered investor attrition
- Increased demonstrated knowledge of the GPEC mission and regional priorities by our communities and investors

GPEC has had the privilege of serving Greater Phoenix as a dedicated steward for the past 30 years. Over the next year, we will actively integrate into our organization the communities and partners whose unfaltering commitment and unparalleled mentorship have, are, and will continue to guide our mission.



STRATEGIC PLAN OBJECTIVES:

- ✓ Create an enhanced and efficient stakeholder engagement model
- ✓ Increase and diversify GPEC's financial resources in alignment with regional priorities



GOAL #05

Heighten awareness of and participation in topics addressing diversity, inclusion, sustainability and an equitable economy

If Greater Phoenix is to experience a resilient growth that withstands economic cycles, regional representatives must engage directly, continuously and honestly. GPEC will pursue two relevant strategies:

- Modern Economy Plan: engender community dialogue and incubate ideas for an inclusive growth reflective of both our region's ambitions and restrictions
- Community Partnership Program: present growth plans tailored to each community's individual economic assets

TACTICS:

- Measure market behavior and rationalize trends resulting from programs led by GPEC
- Deliver member-specific analyses on competitive positioning, land development and place-making
- Champion the efforts of peer organizations through analytical heft in infrastructure, transportation and education policies

MILESTONES:

- Completed the first phase of a dashboard to monitor programming, social performance and shared prosperity
- Supplied robust data and analytics to partners implementing programs at state and regional levels on P-20 education, workforce and infrastructure
- Assessed and designed strategies for current and future commerce corridors

STRATEGIC PLAN OBJECTIVES:

- Change the paradigm among community and civic leadership to one that prioritizes education, job access and intentional long-term investment into drivers of competitiveness
- Develop regional resilience programs

MODERN ECONOMY PLAN:

The Modern Economy Plan (MEP) is an initiative designed to advance the region's competitiveness and economic opportunity for all. MEP strengthens the drivers of a competitive economy: high-value added industries, workforce development and talent pipeline, innovation and entrepreneurship, and modern digital and physical infrastructure.

COMMUNITY PARTNERSHIP PROGRAM:

The Community Partnership Program (CPP) was created to further enhance each member community's support and engagement within GPEC. The program is designed to provide an opportunity for open dialogue between GPEC and each member community while aligning current strategies and efforts to create a more competitive region. The individual focus and strategy for the CPP adapts to reflect the advancing economic development landscape each year.

GOAL #06

Embed an organizational culture of operational discipline and relentless commitment to The GPEC Way



To deliver the 22 milestones identified above, GPEC must manage an internal portfolio of processes and behaviors – and only what can be measured can be managed. Accordingly, for the first time since inception, we will apply our externally reputed analytical rigor to our internal activity and build a center of economic development excellence.

TACTICS:

- Dissect current processes and identify appropriate measurements to set a baseline for future performance
- Standardize mechanisms of data collection and knowledge transfer
- Create a formal professional development plan
- Test creative initiatives while maintaining GPEC's position as a market leader
- Explore new areas of performance measurement with the intent of proposing updated top-line metrics in FY21

MILESTONES:

- Captured opportunities for organizational efficiencies
- Minimized latency in communication feedback loops
- Increased both managerial and functional expertise across all staff
- Authored a comparative study of leading Economic Development Organization (EDO) detailing best practices
- Been consistently ranked as one of the nation's top EDOs

STRATEGIC PLAN OBJECTIVES:

- Cultivate a world-class talent organization that exemplifies the GPEC Way
- Deepen internal expertise and upgrade research and analytic capabilities

BUDGET OVERVIEW

REVENUES	FY 2019 FORECAST	% OF TOTAL	FY 2020 BUDGET	% OF TOTAL	FY 2019 BUDGET	\$ CHANGE	% CHANGE
Public Funds	2,577,000	40%	2,717,700	39%	2,577,000	140,700	5%
Private Funds	2,686,000	41%	3,146,900	45%	2,820,900	326,000	12%
New Pledge Revenue	425,000	7%	350,000	5%	350,000	-	0%
In-kind Pledges	78,000	1%	253,500	4%	118,500	135,000	114%
Events & Programs	215,000	3%	150,000	2%	200,000	(50,000)	-25%
Sponsorships	70,000	1%	55,000	1%	-	55,000	-
Grant Income	425,000	7%	324,600	5%	182,800	141,800	78%
Other	1,400	0%	1,300	0%	1,300	-	0%
TOTAL REVENUES	6,477,400	100%	6,999,000	100%	6,250,500	748,500	12%

OPERATING EXPENDITURES	FY 2019 FORECAST	% OF TOTAL	FY 2020 BUDGET	% OF TOTAL	FY 2019 BUDGET	\$ CHANGE	% CHANGE
Business Development	487,000	7%	449,600	6%	395,300	54,300	14%
Marketing & Communications	526,800	8%	492,000	7%	536,000	(44,000)	-8%
Research (Formerly Research & Strategy)	209,400	3%	249,300	3%	225,000	24,300	11%
Engagement	118,000	2%	152,500	2%	120,300	32,200	27%
Strategy & Regional Initiatives (Formerly Other Initiatives)	99,000	1%	362,900	5%	80,400	282,500	351%
Administration/Operations	480,500	7%	552,200	7%	444,200	108,000	24%
Personnel	3,831,400	57%	3,828,500	51%	3,781,500	47,000	1%
Facilities	695,000	10%	737,000	10%	728,500	8,500	1%
Events & Programs	257,000	4%	160,000	2%	280,000	(120,000)	-43%
TOTAL OPERATING EXPENDITURES	6,704,100	99%	6,984,000	94%	6,591,200	392,800	6%

NON-OPERATING EXPENDITURES	FY 2019 FORECAST	% OF TOTAL	FY 2020 BUDGET	% OF TOTAL	FY 2019 BUDGET	\$ CHANGE	% CHANGE
Grant Expenses	50,000	1%	470,000	6%	50,000	420,000	840%
TOTAL EXPENSES	6,754,100	100%	7,454,000	100%	6,641,200	812,800	12%
NET GAIN (LOSS)	(276,700)		(455,000)		(390,700)	812,800	
Less: Capital Expenditures			(45,000)		(40,000)	(5,000)	
Amortization of Deferred Rent	(86,000)		(86,000)		(86,000)	-	
Add: Depreciation	373,000		374,500		372,900	1,600	
Add: Allowance for Doubtful Accounts	-		-		25,000	(25,000)	
Changes from Operating Activities	5,000		-		1,100	(1,100)	
Net Cash Flows	15,300		(211,500)		(117,700)	(93,800)	
Beginning Cash	2,572,200		2,587,500		2,572,200	15,300	
ENDING CASH	2,587,500		2,376,000		2,454,500	(78,500)	

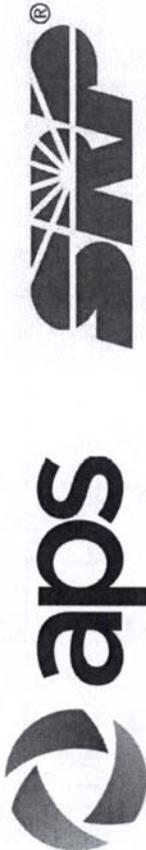
METRICS

FY20 PROPOSED

	CONTRACT	TARGET	STRETCH
Payroll (in Millions)	\$389.65	\$428.62	\$492.91
Jobs	7,620	8,381	9,639
High Wage Jobs	3,343	3,677	4,228
Average High Wage Salary	\$58,180	\$64,644	\$71,108
Qualified Prospects	229	252	277
Qualified International Prospects	38	42	46
GPEC Assists	10	12	14

INVESTORS & MEMBER COMMUNITIES

CHAIRMAN'S COUNCIL



CORPORATE COUNCIL



EXECUTIVE COUNCIL



DIRECTORS' COUNCIL

- Alliance Bank of Arizona
- American Airlines
- Arizona Cardinals
- Arizona Coyotes
- Arizona Diamondbacks
- Bank of America
- Banner Health
- BBVA Compass
- Cancer Treatment Centers of America
- CBRE
- CenturyLink
- Chicanos Por La Causa
- Cousins Properties
- Cypress Office Properties
- Desert Financial Credit Union
- Dignity Health
- DMB Associates
- Empire Southwest
- Ernst & Young
- Freeport McMoRan Inc.
- Goodmans Interior Structures
- Goodwill of CentralArizona
- Grand Canyon University
- Intel Corporation
- Kitchell
- Layton Construction
- Lucid Agency
- Maracay Homes
- Mayo Clinic
- M Culinary
- MidFirst Bank
- Mortenson
- Mutual of Omaha Bank
- Northern Trust
- Oaktree Capital Management
- On Q Financial
- Perkins Coie LLP
- Phoenix Suns
- Pivotal Group
- Polsinelli PC
- Quarles & Brady
- Republic Media
- Sherman & Howard
- Snell & Wilmer
- Squire Patton Boggs
- University of Phoenix
- Valley Metro

LEADERSHIP COUNCIL

- Aerotek
- Aetna
- Archicon L.C. Architecture
- Benchmark Electronics, Inc.
- Blue Cross Blue Shield of Arizona
- Brookfield Residential
- Bryan Cave Leighton Paisner LLP
- BRYCON Construction
- Caliber Companies
- Celgene Corporation
- Colliers International
- Corgan
- Cresa
- Crescent
- CrownDistributing
- Crown Realty & Development
- Cushman & Wakefield
- Davis Architecture
- Deloitte
- Deutsch Architecture Group
- DP Electric
- DPR Construction
- El Dorado Holdings
- EmployBridge
- Equality Health
- FacilitySource
- Fenix Development
- Fidelity National Title Agency
- Gammage & Burnham
- Grant Thornton
- GreenLoop Solutions
- hardison/downey construction
- Hensley
- Hines
- Holualoa Companies
- Honeywell
- IMEG Corp
- JLL
- Knight-Swift Transportation
- Lee & Associates
- LGE Design Build
- Meritage Homes
- MST Solutions
- Nationwide Realty Investors
- NewmarkKnight Frank
- Okland Construction
- Opus Development Company
- Phoenix Children's Hospital
- Renaissance Companies
- Saint Holdings
- Savills Studley
- Skanska USA Building
- SmithGroup
- Southwest Airlines
- Southwest Gas Corporation
- Spencer Fane LLP
- Sunbelt Holdings
- The Plaza Companies
- Transwestern
- Commercial Services
- Tratt Properties
- Tuft & Needle
- University of Arizona
- USAA
- Van Trust Real Estate LLC
- ViaWest Group
- Weitz Company
- Wespac Construction
- Willmng Construction
- Wist Office Products

AMBASSADOR

- ADP
- Air Products and Chemicals
- Arizona Community Foundation
- Arizona Office Technologies
- Atmosphere Commercial Interiors
- AvenueWest Phoenix
- Corporate Housing
- Avnet
- BNSF
- CoStar Group
- Growe Talent
- Industrial Storage
- IRIS USA
- Jokake Construction
- KTAR
- Landmark Companies
- Lovitt & Touché
- Macerich
- Merit Partners
- Midwestern University
- MSS
- Ottawa University
- Prologis
- RED Development
- Rose Law Group PC
- Ryan Companies
- St. Clair Technologies
- Sunstate Equipment Company
- Union Pacific Railroad Company
- UPS

MEMBER COMMUNITIES

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



Greater Phoenix
ECONOMIC COUNCIL

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@gpec



[greater phoenix economic council](http://greaterphoenixeconomiccouncil.com)



facebook.com/gpec4jobs



[gpecgreaterphoenix](http://gpecgreaterphoenix.com)



[theconnectedplace](http://theconnectedplace.com)

EXHIBIT B
GPEC PERFORMANCE MEASURES
FY 2020

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

1. Payroll Generated	\$389.65M
2. Total Number of Jobs Created	7,620
3. Total Number of High-Wage Jobs¹	3,343
4. Average High-Wage Salary	\$58,180
5. GPEC Assists²	10
6. Number of Qualified Prospects	229
7. Number of Qualified International Prospects	38

Footnotes:

1. High Wage Jobs: High wage jobs are those that are over 130% of the Maricopa County Median Wage (currently \$48,558).
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

FY2020

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 2020, GPEC will continue its emphasis on the following: Advanced Business Services; Aerospace & Defense; Emerging Technologies; Healthcare and Biomedical; Manufacturing & Logistics; Mission Critical Operations; and Software

Member communities will target the following:

Apache Junction

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

Avondale

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

Buckeye

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

Casa Grande

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

Chandler

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

El Mirage

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

Fountain Hills

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

Gila Bend

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

Gilbert

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

Glendale

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

Goodyear

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

Maricopa (City)

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

Mesa

Primary Target Industries: Medical device and technology; aerospace/aviation/defense; cybersecurity; and tourism/technology

Secondary Target Industries: Advanced business services; standard and advanced manufacturing; regional and corporate centers; research & development; and bioscience

Peoria

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

Phoenix

BioSciences/healthcare; advanced business services; advanced manufacturing; data centers; sustainable enterprises; emerging industries; higher education; trade and FDI.

Queen Creek

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

Scottsdale

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

Surprise

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

Tempe

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

Tolleson

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

Wickenburg

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

Youngtown

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

EXHIBIT D

FY 2020

REPORTING MECHANISM FOR CONTRACT FULFILLMENT

Monthly Activity Report - Month, Year

BUSINESS ATTRACTION PERFORMANCE METRICS:

GPEC Progress Toward Goals

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

KEY BUSINESS ATTRACTION ACTIVITIES AND OTHER GPEC ACTIVITIES

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

- b. GPEC's insurance shall include broad form contractual liability coverage.
- c. The Town, 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 Town, its officers, officials, agents, employees and volunteers. Any insurance or self-insurance maintained by Town, 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 Town, its officers, officials, agents, employees and volunteers for losses arising from work performed by GPEC for the Town.

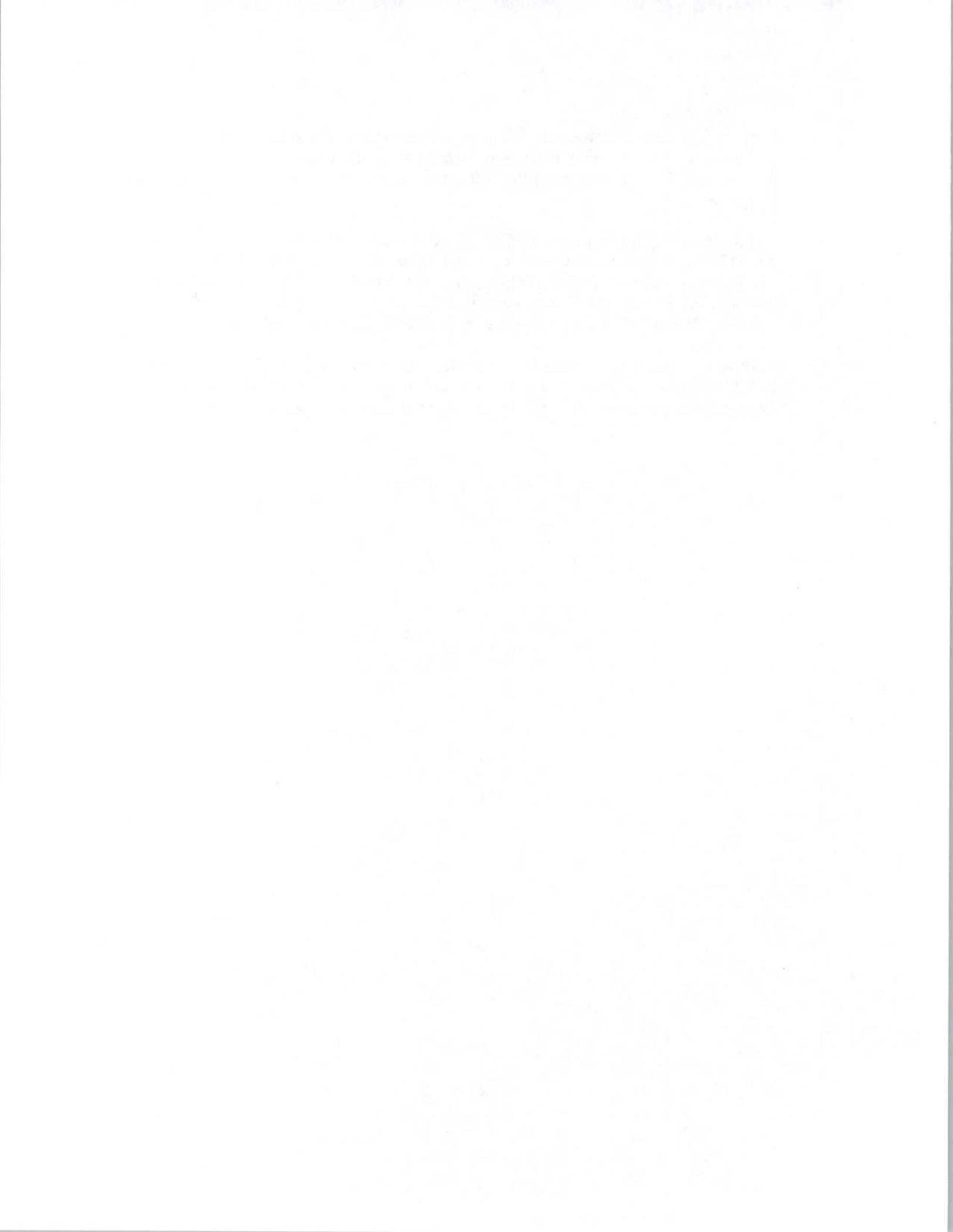
2. **Workers' Compensation and Employers' Liability Coverage.** The insurer shall agree to waive all rights of subrogation against Town, its officers, officials, agents, employees and volunteers for any and all losses arising from work performed by the Contractor for the Town.

- 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) days' prior written notice has been sent to Town 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. Town 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 Town with Certificates of Insurance (ACORD form or equivalent approved by Town) 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 Town 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 Town at the address and in the manner provided in this Agreement for the giving of notice. Town's Agreement/Agreement number, GPEC's name and description of the Agreement shall be provided on the Certificates of Insurance. Town 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 Town 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.