

RESOLUTION NO. 2653

A RESOLUTION OF THE MAYOR AND COUNCIL OF THE CITY OF TOLLESON, ARIZONA, APPROVING AN AGREEMENT BETWEEN THE CITY OF TOLLESON AND THE GREATER PHOENIX ECONOMIC COUNCIL FOR REGIONAL ECONOMIC DEVELOPMENT SERVICES FOR FISCAL YEAR 2027, AUTHORIZING THE CITY MANAGER TO EXECUTE THE AGREEMENT, AND PROVIDING THAT THE AGREEMENT SHALL BE EFFECTIVE UPON ITS EXECUTION.

WHEREAS, the Greater Phoenix Economic Council ("GPEC") is a regional economic development organization dedicated to attracting and growing quality businesses and advocating for Greater Phoenix's competitiveness; and

WHEREAS, the City of Tolleson desires to participate in and support GPEC's regional economic development program for Fiscal Year 2027 in order to promote business attraction, job creation, economic investment, and regional competitiveness; and

WHEREAS, the Agreement establishes the respective responsibilities of GPEC and the City and provides for the City's participation in GPEC's regional economic development program for the period of July 1, 2026 through June 30, 2027; and

WHEREAS, the Agreement requires the City to pay GPEC the amount of \$4,255 for Fiscal Year 2027, subject to annual appropriation of funds by the City Council.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF TOLLESON, ARIZONA, as follows:

Section 1. The recitals above are hereby incorporated as if fully set forth herein.

Section 2. The Agreement between the City of Tolleson and the Greater Phoenix Economic Council for regional economic development services for FY 2027 is hereby approved substantially in the form attached hereto as Exhibit A and incorporated herein by reference.

Section 3. The City Manager, City Clerk and City Attorney are hereby authorized and directed to take all steps necessary to cause the execution and delivery of this Agreement and to take all steps necessary to carry out the purpose and intent of this Resolution.

Section 4. This Resolution shall take effect immediately upon its passage and adoption.

[SIGNATURES ON FOLLOWING PAGE]

PASSED AND ADOPTED by the Mayor and Council of the City of Tolleson, Arizona, on this 23rd day of June, 2026.

Juan F. Rodriguez, Mayor

ATTEST: _____
Crystal Zamora, City Clerk

APPROVED AS TO FORM: _____
Justin Pierce, City Attorney

EXHIBIT A
TO
RESOLUTION NO. 2653

[Agreement]

See following pages.

AGREEMENT BETWEEN THE GREATER PHOENIX ECONOMIC COUNCIL AND THE CITY OF TOLLESON

The City Council of the CITY OF TOLLESON, 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, 2026 - June 30, 2027 (“FY2027”).

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

I. RESPONSIBILITIES OF GPEC

A. MISSION: Attract and grow quality businesses and advocate for Greater Phoenix’s competitiveness.

B. GOALS: GPEC is guided by and strategically focused on two specific long-range goals:

1. Marketing the region to generate qualified business/industry prospects in targeted economic clusters.
2. Leveraging public and private allies and resources to locate qualified prospects, improve overall competitiveness, and sustain organizational vitality.

C. RETENTION AND EXPANSION POLICY:

1. GPEC’s primary role is developing the Greater Phoenix region’s market intelligence strategy for high wage, base industry clusters in coordination with representatives of GPEC member communities.
2. Retention and expansion of existing businesses within GPEC member communities is primarily a local issue.
3. GPEC will support its member communities’ efforts to retain and expand existing businesses through coordinating regional support and providing research on key retention and expansion projects.
4. GPEC will advise its member communities when an existing company contacts GPEC regarding a retention or expansion issue, subject to any legal or contractual non-disclosure obligations.

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

other circumstances beyond GPEC's reasonable control. GPEC shall solicit the input of the City on the formulation of future marketing strategies and advertisements. The GPEC Action Plan will be revised to reflect any agreed upon changes to the GPEC Action Plan.

- E. PERFORMANCE TARGETS:** Specific performance targets, established by GPEC's Executive Committee and Board of Directors, are attached hereto as **Exhibit B** ("GPEC Performance Measures") and shall be used to evaluate and report progress on GPEC's implementation of the GPEC Action Plan. In the event of changing market conditions, funding availability, unforeseen expenses or other circumstances beyond GPEC's reasonable control, these performance targets may be revised with the City's prior written approval, or with the prior written approval of a majority of the designated members of GPEC's Economic Development Directors Team ("EDDT"). GPEC will provide monthly reports to the City discussing in detail its progress in GPEC 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, 2026.

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, which, if GPEC fails to comply with either step, 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 may, 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 the prospect's corporate location.

B. COMPENSATION:

1. The City agrees to pay **\$4,255** for services to be provided by GPEC pursuant to the Agreement during the fiscal year ending on June 30, 2027, as set forth in this Agreement. This amount is based on approximately \$.4897 per capita, based upon the 2025 Office of Economic Opportunity population estimate, which listed the City as having a population of **8,689**. 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 appropriation 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; and
4. GPEC shall submit invoices for payment on a semi-annual basis. The foregoing notwithstanding, if GPEC has not provided the City with the audit required pursuant to paragraph I.E. above no later than December 31, 2026, 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 FY2027. 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 FY2028 contract.

3. The City agrees to work with GPEC during FY2027 to develop a revised public sector funding plan, including a regional allocation formula for FY2028, if determined to be necessary or appropriate.

IV. GENERAL PROVISIONS:

- A. **COVENANT AGAINST CONTINGENT FEES:** GPEC warrants that no person or selling agent has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee. For a breach or violation of this warranty, the City shall have the right to terminate this Agreement without liability or, in its discretion, to deduct the commission, brokerage or contingent fee from its payment to GPEC.
- B. **PAYMENT DEDUCTION OFFSET PROVISION:** GPEC recognizes the provisions of the City Code of the City of Tolleson 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:** During the term of this Contract and to the fullest extent permitted by law, 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 and with GPEC's knowledge and consent.

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

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

- F. **INSURANCE:** GPEC shall procure and maintain for the duration of this Agreement, at GPEC's own cost and expense, insurance against claims for injuries to persons or damages to property which may arise from or in connection with this Agreement by GPEC, its agents, representatives, employees or contractors, in accordance with the Insurance Requirements set forth in **Exhibit E** ("Insurance Requirements"), attached hereto. The City acknowledges that it has received and reviewed evidence of GPEC's insurance coverage in effect as of the execution of this Agreement.

G. GRATUITIES. The City may, by written notice to GPEC, terminate the right of GPEC to proceed under this Agreement upon one (1) calendar day notice, if it is found that gratuities in the form of entertainment, gifts, or otherwise were offered or given by GPEC, or any agent or representative of GPEC, to any officer or employee of the City with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performance of such contract; provided that the existence of the facts upon which the City makes such findings shall be an issue and may be reviewed in any competent court. In the event of such termination, the City shall be entitled to pursue all legal and equitable remedies against GPEC available to the City. Activities by an officer or employee of the City while engaged in official business with GPEC, including travel shall not be deemed a gratuity.

H. EQUAL EMPLOYMENT OPPORTUNITY. During the performance of this Agreement, GPEC agrees as follows:

1. GPEC will not discriminate against any employee or applicant for employment because of race, color, religion, gender, sexual orientation, national origin, age or disability. GPEC shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, gender, sexual orientation, national origin, age or disability. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. GPEC agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
2. GPEC will, in all solicitations or advertisements for employees place by or on behalf of GPEC, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, gender, sexual orientation, national origin, age or disability.
3. GPEC will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement, provided that the foregoing provisions shall not apply to Agreements or subcontracts for standard commercial supplies or new materials.
4. Upon request by the City, GPEC shall provide City with information and data concerning action taken and results obtained in regard to GPEC's Equal Employment Opportunity efforts performed during the term of this Agreement. Such reports shall be accomplished upon forms furnished by the City or in such other format as the City shall prescribe.

I. COMPLIANCE WITH 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 City inspection of its records to verify such compliance.

1. GPEC warrants to the City that, to the extent applicable under A.R.S. §41-4401, GPEC is in compliance with all Federal Immigration laws and regulations that relate to its employees and with the E-Verify Program under A.R.S. §23-214(A). GPEC acknowledges that a breach of this warranty by GPEC or any subcontractors providing services under this Agreement is a material breach of this Agreement subject to penalties up to and including termination of this Agreement or any applicable subcontract. The City retains the legal right to inspect the papers of any employee of GPEC or any subcontractor who works on this Agreement to ensure compliance with this warranty.
2. The City may conduct random verification of the employment records of GPEC and any of its subcontractors who work on this Agreement to ensure compliance with this warranty.

3. The City will not consider GPEC or any of its subcontractors who work on this Agreement in material breach of the foregoing warranty if GPEC and such subcontractors 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 subcontractors 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 the Agreement not to engage in a boycott of Israel as defined in A.R.S. § 35-393.
6. In accordance with Arizona Revised Statutes § 35-394, GPEC hereby certifies and agrees that GPEC does not currently and shall not for the duration of this Agreement use 1) the forced labor of ethnic Uyghurs in the People's Republic of China, 2) any services or goods produced by the forced labor of ethnic Uyghurs in the People's Republic of China, and/or 3) any suppliers, contractors or subcontractors that use the forced labor or any services or goods produced by the forced labor of ethnic Uyghurs in the People's Republic of China. If GPEC becomes aware during the term of this Agreement that GPEC is not in compliance with this Section, then GPEC shall notify the Town within five (5) business days after becoming aware of such noncompliance. If GPEC does not provide the Town with written certification that GPEC has remedied such noncompliance within one hundred eighty (180) days after notifying the Town of such noncompliance, this Agreement shall terminate, except that if the Agreement termination date occurs before the end of such one hundred eighty (180) day remedy period, this Agreement shall terminate on such contract termination date.

J. TERMINATION. City shall have the right to terminate this Agreement if GPEC shall fail to duly perform, observe or comply with any covenant, condition or agreement on its part under this Agreement and such failure continues for a period of 30 days (or such shorter period as may be expressly provided herein) after the date on which written notice requiring the failure to be remedied shall have been given to GPEC by the City; provided, however, that if such performance, observation or compliance requires work to be done, action to be taken or conditions to be remedied which, by their nature, cannot reasonably be accomplished within 30 days, no event of default shall be deemed to have occurred or to exist if, and so long as, GPEC shall commence such action within that period and diligently and continuously prosecute the same to completion within 90 days or such longer period as the City may approve in writing. The foregoing notwithstanding, in the event of circumstances which render GPEC incapable of providing the services required to be performed hereunder, including, but not limited to, insolvency or an award of monetary damages against GPEC in excess of its available insurance coverage and assets, the City may immediately and without further notice terminate this Agreement.

K. RESPONSIBILITY FOR COMPLIANCE WITH LEGAL REQUIREMENTS. GPEC's performance hereunder shall be in material compliance with all applicable federal, state and local health, environmental, and safety laws, regulations, standards, and ordinances in effect during the performance of this Agreement.

L. INSTITUTION OF LEGAL ACTIONS. Any legal actions instituted pursuant to this Agreement must be filed in the county of Maricopa, State of Arizona, or in the Federal District Court in the District of Arizona. In any legal action, the prevailing party in such action will be entitled to reimbursement

by the other party for all costs and expenses of such action, including reasonable attorneys' fees as may be fixed by the Court.

- M. APPLICABLE LAW.** Any and all disputes arising under any Agreement to be awarded hereunder or out of the proposals herein called for, which cannot be administratively resolved, shall be tried according to the laws of the State of Arizona, and GPEC shall agree that the venue for any such action shall be in the State of Arizona.
- N. CONTINUATION DURING DISPUTES.** GPEC agrees that, notwithstanding the existence of any dispute between the parties, each party shall continue to perform the obligations required of it during the continuation of any such dispute, unless enjoined or prohibited by an Arizona court of competent jurisdiction.
- O. CITY REVIEW OF GPEC RECORDS.** GPEC must keep all Agreement records separate and make them available for audit by City personnel upon request.
- P. NOTICES.** 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:
City of Tolleson
Attn: City Manager, Reyes Medrano, Jr.
9555 West Van Buren Street
Tolleson, Arizona 85353
Phone: (623) 936-7111
Fax: (623) 936-7117

If to GPEC:
Greater Phoenix Economic Council
Attn: President and Chief Executive Officer, Christine Mackay
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 City pursuant to the provisions of A.R.S. §38-511.
- R. NONLIABILITY OF OFFICIALS AND EMPLOYEES.** No member, official or employee of the City will be personally liable to GPEC, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to GPEC or successor, or on any obligation under the terms of this Agreement. No member, official or employee of GPEC will be personally liable to the City, or any successor in interest, in the event of any default or breach by the GPEC or for any amount which may become due to the City or successor, or on any obligation under the terms of this Agreement.
- S. NO WAIVER.** Except as otherwise expressly provided in this Agreement, any failure or delay by any party in asserting any of its rights or remedies as to any default, will not operate as a waiver of any default, or of any such rights or remedies, or deprive any such party of its right to institute and

maintain any actions or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies.

- T. SEVERABILITY.** If any provision of this Agreement shall be found invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement will not be affected thereby and shall be valid and enforceable to the fullest extent permitted by law, provided that the fundamental purposes of this Agreement are not defeated by such severability.
- U. CAPTIONS.** The captions contained in this Agreement are merely a reference and are not to be used to construe or limit the text.
- V. NO THIRD PARTY BENEFICIARIES.** No creditor of either party or other individual or entity shall have any rights, whether as a third-party beneficiary or otherwise, by reason of any provision of this Agreement.
- W. DISCLOSURE OF CONFIDENTIAL INFORMATION IF REQUIRED BY LAW.** This agreement allows the Parties to disclose Confidential Information, as defined below, to each other under the following terms. In the opinion of the Parties to this Agreement: (1) the Confidential Information is the proprietary property of the Parties and is strictly confidential and privileged pursuant to, among other laws, A.R.S. §§ 44-401, et seq., (2) the release of the Confidential Information provided could cause harm to the Parties' competitive position, (3) the Confidential Information is potentially personal and private, and (4) the Confidential Information is exempt from disclosure under the Arizona Public Records and Open Meeting Laws, A.R.S. § 39-121, et seq. The Agreement does not license, assign, or convey any intellectual property or proprietary rights from any Party to any other Party.

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

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

The City must comply with and may be subject to certain disclosure requirements under the Arizona public records law (A.R.S. § 39-101, et seq.). The City may disclose Confidential Information if required to comply with a court order or other government demand that has the force of law. Prior to disclosure, the Party must:

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

- 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 eight (8) 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 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 _____, 2026.

CITY OF TOLLESON,
a municipal corporation

By: _____
Reyes Medrano, Jr.
City Manager

ATTEST:

By: _____
Crystal Zamora, City Clerk

APPROVED AS TO FORM:

By: _____
Justin S. Pierce, City Attorney

GREATER PHOENIX ECONOMIC COUNCIL,
an Arizona nonprofit corporation

By: _____
Christine Mackay
President & Chief Executive Officer



GREATER PHOENIX ECONOMIC COUNCIL

Action Plan

FISCAL YEAR 2027

 Greater Phoenix
Economic Council
602.256.7700 /// gpec.org



Letter from Christine Mackay

President & CEO



As we near the completion of my first fiscal year as GPEC President & CEO and direct my first action plan, I am awestruck by the work of the team and the support from our partners. This year, Greater Phoenix has seen billions of dollars of expansion, the debut of mega-events like SEMICON West and the Forbes 30 Under 30 Summit, and the launch of a new brand initiative redefining the perceptions of our region. Greater Phoenix is on the global map like never before.

I am proud to say that GPEC met or exceeded its metric goals in FY26 and built upon its FY26-FY28 vision, notably enabling high-value

investment to build upon our advanced technology ecosystem. Attendance at global summits and delegations, new foreign direct investment, and the opening of new trade offices locally has allowed Greater Phoenix to continue its momentum.

There is still work to be done. Greater Phoenix is forecasted to avoid a recession that threatens domestic economies, but we must continue our work to diversify industries and coordinate with our education leaders to ensure the talent pool remains competitive for today and tomorrow's hiring needs.

Economic development continues to grow more complex, and through community support and educational outreach, we can help advance education and workforce initiatives, water planning and messaging, and use data to inform anti-growth sentiments. By continuing to prioritize infrastructure development, investments by advanced technology companies, and growing global recognition of the region, Greater Phoenix will continue to flourish. I'm grateful for the support over the last eight months and looking forward to the work to come.

"This year, Greater Phoenix has seen billions of dollars of expansion, the debut of mega-events like SEMICON West and the Forbes 30 Under 30 Summit, and the launch of a new brand initiative redefining the perceptions of our region."



Christine Mackay
President & CEO



Driven by Mission. Grounded in Partnership.

[OUR MISSION]

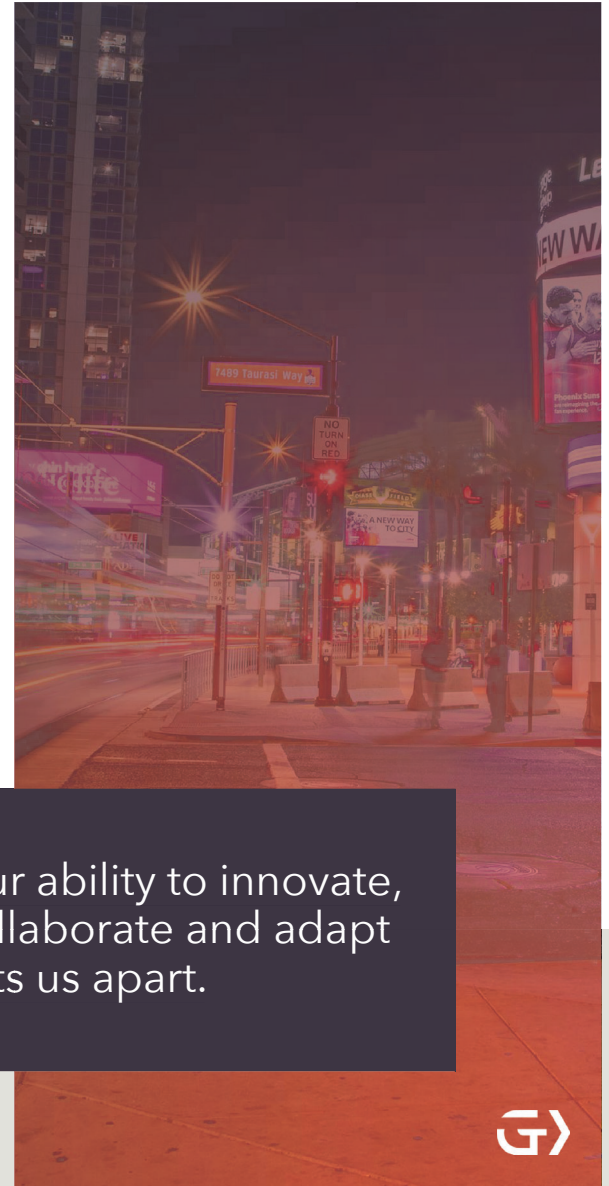
To attract and grow quality businesses, and advocate for Greater Phoenix's competitiveness.

[OUR VALUES]

We exist to serve and enhance our community.

We are committed to excellence in execution.

Our ability to innovate, collaborate and adapt sets us apart.



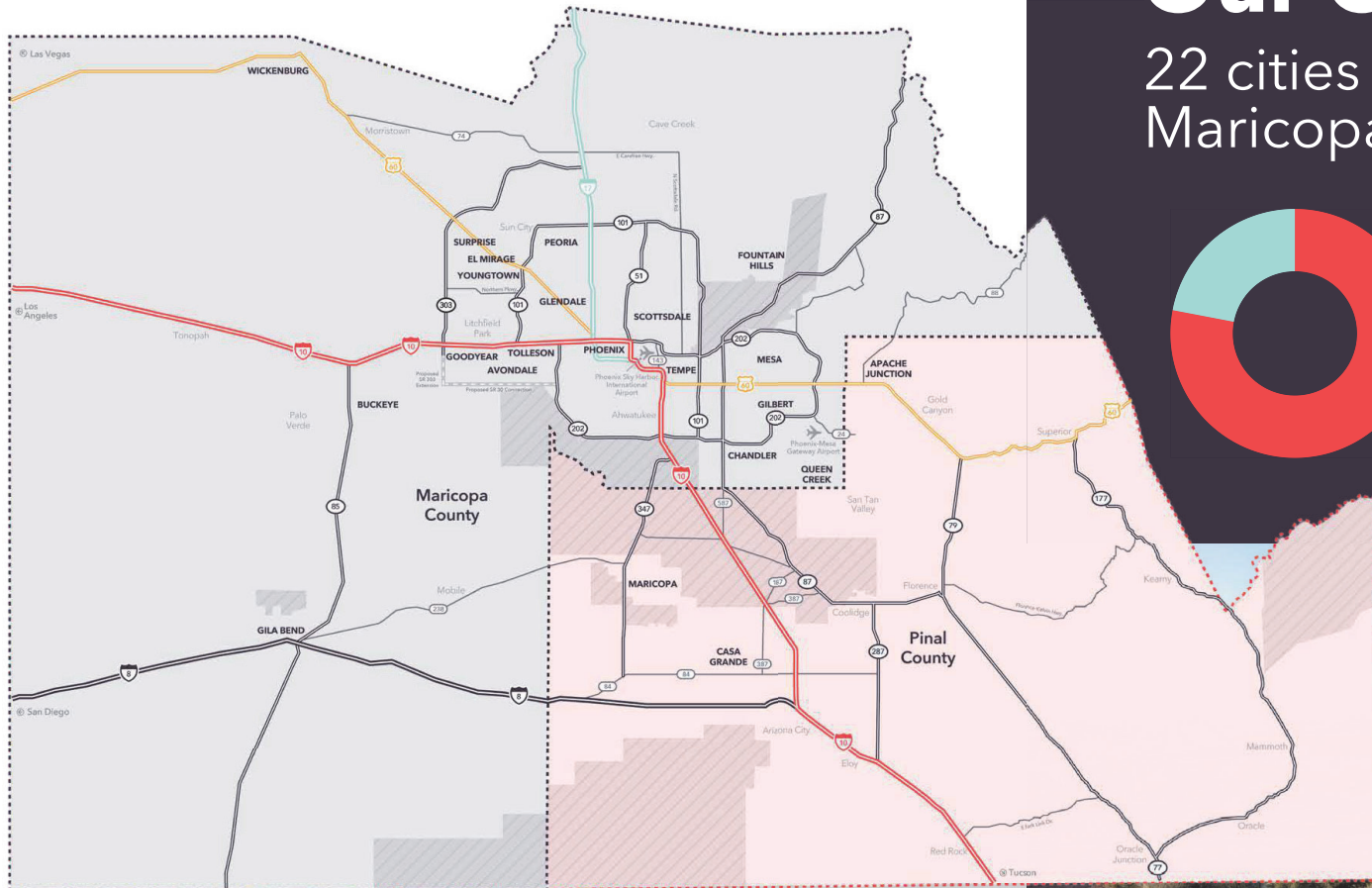
ABOUT GPEC

Our Communities

22 cities and towns,
Maricopa & Pinal counties



Greater Phoenix
Represents
78.4% of the
State's Economy



FY26-FY28 Vision

Be the leading market for high-value investments and growth for local, national and international businesses with an eye to the industries of the future, enabling smart growth and advancing prosperity for the people of Greater Phoenix.

FY26-28 Strategic Plan Goals

Goal 1

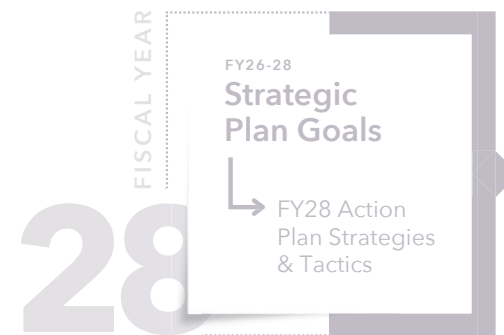
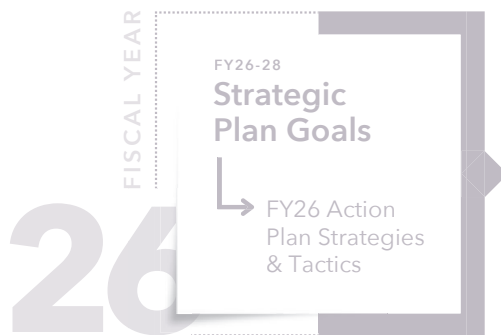
Build an internationally recognizable regional brand as a market uniquely positioned for high-impact industries and growth driven by innovation.

Goal 2

Advance the region through future-focused investments and infrastructure, robust support for the startup ecosystem, and best-in-class support for expanding and relocating firms.

Goal 3

Ensure GPEC is nimble in executing its mission as markets, technologies and the region continue to evolve.



Goal 1: Build an internationally recognizable regional brand as a market uniquely positioned for high-impact industries and growth driven by innovation.

Strategy 1:

Reiterate and widely distribute a consistent narrative that Greater Phoenix is the destination for high-value, future-focused industries and top talent.

Tactics:

- Provide clear narratives for stakeholders regarding key issues impacting the region including water, air quality, power, artificial intelligence, and the value of economic development - countering misinformation about the market
- Create a stronger brand position for future industries such as eVTOL, Quantum, Biosciences, and National Security Innovation
- Utilize the “A New Way to City” initiative to generate a recognizable regional brand that reaches beyond traditional economic development messaging

Strategy 2:

Build on existing international interest to define the market as a global hub for innovation that is agile and ready to address the needs of emerging opportunities.

Tactics:

- Monitor federal and international developments to adjust attraction strategies
- Build a coalition to support attraction of industry conferences that highlight the region
- Explore new international market opportunities aligned with critical industry focus sectors
- Leverage signature events like WM Phoenix Open and Forbes 30u30 to amplify regional messaging
- Identify and pursue the supply chain of critical sectors such as battery manufacturing and advanced air mobility

Strategy 3:

Advocate for smart growth focused on high-value, sustainable industries that will drive long-term regional success.

Tactics:

- Continue to actively engage federal leadership to drive outcomes from FY26 DC Trip
- Articulate to local elected officials the importance of economic development for future regional success
- Convene to share best practices and innovative solutions to infrastructure needs

Goal 2: Advance the region through future-focused investments and infrastructure, robust support for the startup ecosystem and best-in-class support for expanding and relocating firms.

Strategy 1:

Identify and advocate for the policy and infrastructure needed to be the leading market for the industries of the future.

Tactics:

- Create a clear case for the infrastructure to support the needs of cutting-edge companies and long-term regional health
- Connect and align GPEC activities with federal priorities for investment

Strategy 2:

Expand and share expertise to support companies investing in the region throughout the increasingly complex project processes.

Tactics:

- Provide concierge services to assist project development through community processes
- Plug in to regional and state-wide initiatives to address common project issues
- Capture the benefit of growth of both newly located and existing companies through GPEC's assistance

Strategy 3:

Streamline the regional economic development system to provide comprehensive support.

Tactics:

- Partner with universities and community colleges to map regional talent, R&D assets, and high-demand workforce pipelines
- Identify gaps in the ecosystem to understand where GPEC and/or peers can provide value without being duplicative

Strategy 4:

Increase regional investments into the innovation ecosystem that enable both legacy companies and startups to thrive.

Tactics:

- Engage VC, Family Offices, PE firms to attract investment in local companies
- Elevate stories of successful local entrepreneurs and narratives on startup success as part of "A New Way to City"
- Provide tailored assistance to scale-ready startups to connect investors

Goal 3: Ensure GPEC is nimble in executing its mission as markets, technologies and the region continue to evolve.

Strategy 1:

Leverage GPEC's network expertise to cultivate high-value touchpoints and relationships that further the reach and influence of the organization.

Tactics:

- Identify unique assets in GPEC's investor network that can be leveraged to execute against the mission
- Utilize the network to identify new investor opportunities

Strategy 2:

Enhance long-term positioning by differentiating GPEC's unique value proposition for stakeholders in the community.

Tactics:

- Highlight the expertise unique to GPEC
- Engage external partners to validate internal priorities, move the needle on regional priorities

Strategy 3:

Ensure strategic talent and resource alignment to deliver excellence in the execution of key priority pillars.

Tactics:

- Maintain a strong financial position
- Ensure cross-team prioritization is clear to drive top-line outcomes
- Double down on the unique support GPEC can provide communities in execution of priorities

Metrics and Budget Overview

In FY27, GPEC is maintaining metrics consistent with the previous fiscal year. Prospect activity is expected to remain steady. The region continues to see projects that have high capital investment and wages, but smaller phase one job counts than historical averages. While there continues to be uncertainty in national markets that may create longer decision timeframes for projects, Greater Phoenix is poised to weather economic headwinds better than most regions.

	Contract	Target	Stretch
Payroll (in Millions)	\$354.65	\$394.06	\$433.47
Jobs (Phase 1)	5,670	6,300	6,930
High-Wage Jobs	3,151	3,502	3,852
Average High-Wage Salary	\$79,022	\$87,802	\$96,582
Qualified Prospects	233	258	283
Qualified International Prospects	48	53	58
GPEC Assists	10	12	14
Community ROI ¹	18:1	20:1	22:1
Stakeholder Satisfaction with Business Attraction ²	7.0	7.3	7.6
Stakeholder Satisfaction with Competitive Position ²	7.0	7.3	7.6

¹ ROI is calculated as a ratio of direct revenue from GPEC locates divided by funding from GPEC member communities.

² Average result from respondents of EDDT and Board of Directors end-of-year surveys.

Revenues	Proposed FY2027	Approved FY2026	YOY Var. \$	YOY Var. %
City/County Contract Revenue	\$3,252,034	\$3,210,154	\$41,880	1%
Pledge Revenue	\$3,633,000	\$3,898,350	\$(265,350)	(7%)
New Pledges	\$300,000	\$250,000	\$50,000	20%
In-Kind Contributions	\$140,000	\$140,000	-	0%
Special Events & Programs	-	\$165,000	\$(165,000)	(100%)
Sponsorship Income	\$463,500	\$363,500	\$100,000	28%
Grant Income	\$144,000	\$83,000	\$61,000	73%
Other Income	\$270,000	\$15,000	\$255,000	1,700%
TOTAL REVENUE	\$8,202,534	\$8,125,004	\$77,530	(1%)

Expenses	Proposed FY2027	Approved FY2026	YOY Var. \$	YOY Var. %
Business Development	\$962,081	\$864,527	\$97,554	11%
Marketing & Communications	\$1,024,743	\$463,443	\$561,300	121%
Research & Analytics	\$288,354	\$284,242	\$4,112	1%
Engagement	\$148,866	\$152,568	\$(3,702)	(2%)
Regional Initiatives	\$200,624	\$128,413	\$72,211	56%
Operations	\$392,992	\$411,983	\$(18,991)	(5%)
Personnel	\$5,513,292	\$5,551,200	\$(271)	0%
Facilities	\$346,423	\$522,599	\$(176,177)	(34%)
Special Events & Programs	\$104,000	\$283,000	\$(179,000)	(63%)
TOTAL EXPENSES	\$8,981,375	\$8,661,975	\$319,400	(4%)
NET INCOME/(LOSS)	\$(778,840)	\$(536,971)	\$(241,869)	45%



Investors

Visionary Level



Champion Level



JPMorganChase

Accelerator Level



Builder Level

- AECOM Hunt
- American Airlines
- Arizona Diamondbacks
- Bank of America
- Banner Health
- BOK Financial
- Bridge Relocation Concierge
- Brookfield Residential
- CBRE
- Chicanos Por La Causa
- Creighton University
- Desert Financial Credit Union
- Dignity Health
- Dorsey & Whitney
- DSV
- Empire Southwest
- Equity Land Group Holdings/Arizona Land Consulting
- Ernst & Young
- Freeport-McMoRan Inc.
- Goodmans Interior Structures
- Grand Canyon University
- Helios
- Honeywell
- HonorHealth
- Idealab Arizona
- Insight North America
- Intel Corporation
- Kitchell
- LifeKind Health
- M Culinary
- Mayo Clinic
- Meade Engineering
- MidFirst Bank
- Mortenson
- Perkins Coie LLP
- Phoenix Suns and Phoenix Mercury
- Pivotal Group
- Quarles & Brady
- Snell & Wilmer LLP
- STORE Capital
- Taft
- U.S. Bank
- Valley Metro
- Vitalant
- Weitz Company
- Western Alliance Bank
- Willmeng Construction

Advocate Level

- Affiliated Engineers
- Air2o
- Alston Construction
- Amkor Technology
- Archicon L.C. Architecture
- Arizona Community Foundation
- Axios
- Baker Development
- Bell Bank
- Blue Cross Blue Shield of Arizona
- BMO
- Bremik Construction
- Bristol Myers Squibb
- BRPH
- Brycon Construction
- CapRock Partners
- CG Schmidt
- Clayco
- Colliers International
- Commonwealth Land Title National Commercial Services
- Cousins Properties, Inc.
- Cresa
- Cushman & Wakefield
- Davis Architecture
- Deloitte
- Deutsch Architecture Group
- DFDG Architecture
- DLR Group
- DP Electric
- DPR Construction
- El Dorado Holdings
- Elontec
- EmployBridge
- Enterprise Bank & Trust
- EPCOR
- FCL Builders
- FirstBank
- Gammage & Burnham
- GCON
- Gensler
- Global Roofing Group
- Gray Construction
- Graycor Construction
- Haydon Companies
- HDR
- Holland & Hart LLP
- Holualoa Companies
- Howard Hughes Corporation
- Immedia
- JLL
- Keyser
- Land Advisors Organization
- Langan Engineering and Environmental Services
- Lee & Associates
- Lincoln Property Company
- Mack Real Estate Group
- Mastek
- Meritage Homes
- MMR Constructors, Inc.
- National Bank of Arizona
- Ninyo & Moore, A Socotec Company
- Okland Construction
- Olsson
- OneAZ Credit Union
- Opus Development Company
- Partners Personnel
- Pathward
- PCL Construction Inc
- Phoenix Children's Hospital
- Professional Piping Systems
- R.O.I. Properties
- Rehrig Pacific Company
- Renaissance Construction
- Resolution Copper Mining
- Rexco, LLC
- Rider Levett Bucknall
- RK Logistics
- RSM
- Ryan Companies U.S. Inc.
- Skanska
- SmithGroup
- Southwest Gas Corporation
- Spencer Fane LLP
- SRS Real Estate Partners
- Stevens-Leinweber Construction
- Sunbelt Holdings
- Sundt Construction
- Suntec Concrete
- Taiwan Semiconductor Manufacturing Company (TSMC)
- Terracon
- The AES Corporation
- The PENTA Building Group
- The Plaza Companies
- Trammell Crow Company
- Transwestern Commercial Services
- University of Arizona
- Valley of the Sun United Way
- ViaWest Group
- Wespac Construction, Inc
- WestPac Wealth Partners
- Wexford Science + Technology
- Wist Office Products
- Avnet Inc.
- Bechtel
- BNSF Railway
- Carvana
- City of Hope
- Columbia Bank
- Comcast Business
- Consumer Cellular
- CoStar Group
- Crescent Crown Distributing
- Cypress Office Properties
- De Rito Partners Development
- Globe Corporation
- Halff
- Hines
- Industrial Storage
- Kraus-Anderson Construction Company
- Macerich
- Merit Partners
- Meta
- Nationwide Realty Investors
- Orion Group Holdings, Inc.
- Overland Group Inc.
- Prologis
- RED Development
- Social Television Network (STN)
- Sunstate Equipment Company
- Tekletics
- The Austin Company
- Trinity Capital Investments
- Union Pacific Railroad
- VanTrust Real Estate LLC

Supporter Level

- Actalent
- Air Products and Chemicals, Inc.
- AppleOne
- Atmosphere Commercial Interiors

EXHIBIT B
GPEC PERFORMANCE MEASURES
FY 2027

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

1. Payroll Generated	\$354.65M
2. Total Number of Jobs Created	5,670
3. Total Number of High-Wage Jobs¹	3,151
4. Average High-Wage Salary	\$79,022
5. GPEC Assists²	10
6. Number of Qualified Prospects	233
7. Number of Qualified International Prospects	48
8. Community Return on Investment³	18:1
9. Stakeholder Satisfaction with Business Attraction⁴	7.0
10. Stakeholder Satisfaction with Competitive Position⁵	7.0

Footnotes:

1. High Wage Jobs: High wage jobs are those that are over 130% of the Phoenix MSA Median Wage (currently \$64,792)
2. GPEC Assists: Companies that located in the region, for which GPEC provided assistance, that do not qualify as a locate due to project size for example; and would otherwise be listed as “non-reported locates”
3. ROI is calculated as a ratio of direct revenue from GPEC locates to all member communities divided by funding from GPEC member communities
4. Average result from respondents of EDDT and Board of Directors end-of-year surveys
5. Average result from respondents of EDDT and Board of Directors end-of-year surveys

EXHIBIT C

TARGETED INDUSTRIES

FY2027

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 2026, GPEC will continue its emphasis on the following: Advanced Business Services; Aerospace & Defense; Battery & Energy Storage; Emerging Technologies; Healthcare and Biomedical; Manufacturing & Logistics; Mission Critical Operations; Semiconductor Ecosystem; and Software.

Member communities will target the following:

Apache Junction

Advanced Manufacturing, Standard Manufacturing, R&D, Corporate/Regional Headquarters, Healthcare, Mining (Supply Chain & Servicing), Aerospace, and Hospitality/Entertainment

Avondale

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

Buckeye

Advanced Manufacturing, Energy, Distribution & Logistics, Mission Critical, Retail, Entertainment & Hospitality, Healthcare, Aviation, Entrepreneurship, and Higher Education.

Casa Grande

Advanced manufacturing; automotive technology; transportation/logistics; healthcare/medical services; aviation/aerospace; and hospitality/entertainment

Chandler

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

El Mirage

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

Fountain Hills

Assembly (small scale), biosciences, financial services, healthcare, hospitality, retail and start ups

Gila Bend

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

Gilbert

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

Glendale

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

Goodyear

Retail, Entertainment & Hospitality, Life Sciences, Small Business, Advanced Manufacturing, Advanced Business Services, and Technology.

Maricopa (City)

Advanced industrial manufacturing: semiconductors, automotive, EV manufacturing, high tech, and supply chain; research and development; professional and business services; healthcare services; small business and entrepreneurship; higher education and education technology; agribusiness/agrisciences; and visitor/hospitality commerce.

Mesa

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

Peoria

Advanced business and financial services; semiconductor and advanced manufacturing; bioscience and healthcare; technology and innovation; and research and development

Pinal County

Advanced Manufacturing; Aerospace, Aviation and Defense; Electric Vehicle Technology & Manufacturing; Healthcare; Bio/Life Sciences; Transportation, Distribution & Logistics; Natural and Renewable Resources (Mining, Agriculture, Solar); and Tourism/Hospitality

Phoenix

Biosciences and healthcare; advanced manufacturing; aerospace and defense including advanced air mobility; electric and autonomous vehicles; advanced business services; emerging technologies, FDI and trade; circular economy; and entrepreneurship and innovation

Queen Creek

Advanced manufacturing and electrification supply chain; Energy, grid, and infrastructure services; logistics and industrial services; Digital, IT and business operations services; and agricultural and destination economy

Scottsdale

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

Surprise

Advanced Manufacturing; Corporate, Regional & Operational Headquarters; Business & Professional Services; Healthcare, Medical Services & Life Science Support; Innovation, Entrepreneurship & Emerging Technology; Destination Retail, Dining & Experiential Development; Tourism, Sports & Hospitality; and International Business & Investment (FDI).

Tempe

Advanced Business Services, Advanced Manufacturing, Aerospace and Defense, BioScience and

BioTechnology, Semiconductor and Supply Chain, Tourism and Hospitality

Tolleson

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

Wickenburg

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

Youngtown

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

EXHIBIT D
FY 2027
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				
COMMUNITY RETURN ON INVESTMENT				
STAKEHOLDER SATISFACTION WITH BUSINESS ATTRACTION				
STAKEHOLDER SATISFACTION WITH COMPETITIVE POSITION				

KEY BUSINESS ATTRACTION ACTIVITIES AND OTHER GPEC ACTIVITIES

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

EXHIBIT E

INSURANCE REQUIREMENTS

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

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

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

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

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

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

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

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

1. Commercial General Liability

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Regional Cooperation Protocol Policy

Greater Phoenix Economic Council and Economic Development Directors Team

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

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

existing presence within the region, the member community will notify the economic development director of the project's current home community, notwithstanding prohibition due to a non-disclosure agreement.

11. 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.
12. 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.
13. 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.
14. When conducting market intelligence initiative objective, GPEC staff will coordinate with EDDT to ensure coordination and communication.
15. 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.
16. 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.
17. 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.