

# CITY CLERK ORIGINAL

C-7781  
09/27/2011

**AGREEMENT BETWEEN  
THE GREATER PHOENIX ECONOMIC COUNCIL  
AND THE CITY OF GLENDALE  
City Contract No. 7781**

The City Council of the CITY OF GLENDALE, a municipal corporation (the "City"), has approved participation in and support of the regional economic development program of the GREATER PHOENIX ECONOMIC COUNCIL ("GPEC"), an Arizona non-profit corporation. The purpose of this agreement ("Agreement") is to set forth the regional economic development program that GPEC agrees to undertake, the support that the City agrees to provide, the respective roles of GPEC and the City and the payments of the City to GPEC for the fiscal year July 1, 2011 - June 30, 2012.

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

**I. RESPONSIBILITIES OF GPEC**

**A. MISSION:** GPEC works to attract quality businesses to the Greater Phoenix Region from around the world, and advocate and champion foundational effects to improve the region'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 image building, marketing and new business attraction for the Greater Phoenix region.
2. Retention and expansion of existing businesses is primarily a local issue.
3. GPEC can add value to retention and expansion of existing businesses through regional support and research on key retention and expansion projects.
4. GPEC has a responsibility to advise the City when an existing company contacts GPEC regarding a retention or expansion issue.

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

**E. PERFORMANCE TARGETS:**

1. Specific performance targets, established by GPEC's Executive Committee and Board of Directors, are attached hereto as **Exhibit B** ("GPEC Performance Measures") and shall be used to evaluate and report progress on GPEC's implementation of the Action Plan. In the event of changing market conditions, funding availability, unforeseen expenses or other circumstances beyond GPEC's reasonable control, these performance targets may be revised with the City's prior written approval, or with the prior written approval of a majority of the designated members of GPEC's Economic Development Directors Team ("EDDT"). GPEC will provide monthly reports to the City discussing in detail its progress in implementing the Action Plan as well as reporting the numerical results for each performance measurement set forth in Exhibit B. GPEC shall provide a copy of its annual external audit for the preceding fiscal year to the City no later than December 31, 2011.
2. In the case of any benchmark which is not met, GPEC will meet with the EDDT to provide an explanation of the relevant factors and circumstances and discuss the approach to be taken in order to achieve the target(s). Failure to meet a performance target will not, by itself, constitute an event of default hereunder unless GPEC (i) fails to inform the City of such event or (ii) fails to meet with EDDT to present a plan for improving its performance during the balance of the term of the Agreement will constitute an event of default for which the City may terminate this Agreement pursuant to paragraph IV.J. below.

## II. RESPONSIBILITIES OF THE CITY

### A. STAFF SUPPORT OF GPEC EFFORTS: The City shall provide staff support to GPEC's economic development efforts as follows:

1. The City shall respond to leads or prospects referred by GPEC in a professional manner within the time frame specified by the lead or prospect if the City desires to compete and if the lead is appropriate for the City. When available, the City agrees to provide its response in the format developed jointly by EDDT and GPEC;
2. The City shall provide appropriate local hospitality, tours and briefings for prospects visiting sites in the City;
3. The City shall provide an official economic development representative to represent the City on the EDDT, which advises GPEC's President and CEO;
4. The City shall cooperate in the implementation of GPEC/EDDT process improvement recommendations including the use of common presentation formats, exchange of information on prospects with GPEC's staff, the use of shared data systems, land and building data bases and private sector real estate industry interfaces;
5. The City shall use its best efforts to respond to special requests by GPEC for particularized information about the City within three business days after the receipt of such request;
6. In order to enable GPEC to be more sensitive to the City's requirements, the City shall, at its sole option, deliver to GPEC copies of any City approved economic development strategies, work plan, programs and evaluation criteria. GPEC shall not disclose the same to the other participants in GPEC or their representatives;
7. The City shall utilize its best good faith efforts to cause an economic development professional representing the City to attend all marketing events and other functions to which the City has committed itself;
8. The City agrees to work with GPEC to improve the City's Competitiveness and market readiness to support the growth and expansion of the targeted industries as identified for the City in **Exhibit C** ("Targeted Industries");

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

### III. ADDITIONAL AGREEMENTS OF THE PARTIES:

A. **PARTICIPATION IN MARKETING EVENTS AND PROVISION OF TECHNICAL ASSISTANCE:** Representative(s) of the City shall be entitled to participate in GPEC's marketing events provided that such participation shall not be at GPEC's expense. When requested and appropriate, GPEC will use its best efforts to provide technical assistance and support to City economic development staff for business location prospects identified and qualified by the City and assist the City with presentations to the prospect in the City or their corporate location.

B. **COMPENSATION:**

1. The City agrees to pay **\$75,258.00** for services to be provided by GPEC pursuant to the Agreement during the fiscal year ending on June 30, 2012, as set forth in this Agreement. This amount is based on approximately \$.39 per capita, based upon the 2010 Maricopa Association of Governments ("MAG") population estimates, which listed the City as having a population of **227,196** and includes a 15% rate reduction to FY2011-2012 compensation. The payment by the City may, upon the mutual and discretionary approval of the board of directors of GPEC and the City Council, be increased or decreased from time to time during the term hereof in accordance with the increases or decreases of general application in the per capita payments to GPEC by other municipalities which support GPEC.
2. Funding of this Agreement shall be subject to the annual appropriations of funds for this activity by the City Council pursuant to the required budget process of the City;
3. Nothing herein shall preclude the City from contracting separately with GPEC for services to be provided in addition to those to be provided hereunder, upon terms and conditions to be negotiated by the City and GPEC;
4. GPEC shall submit invoices for payment on a quarterly basis. The foregoing notwithstanding, if GPEC has not provided the City with the audit required pursuant to paragraph I.E above no later than December 31, 2011, 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 between GPEC and the City. Accordingly, the City and GPEC covenant and agree to work together in a productive and harmonious working relationship, to cooperate in furthering GPEC's goals for the 2011-2012 fiscal year.
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 FY 2012-2013 contract.
3. The City agrees to work with GPEC during the FY2011-2012 program year to develop a revised public sector funding plan, including a regional allocation formula for FY2012-2013, 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 Glendale which require and demand that no payment be made to any contractor as long as there is any outstanding obligation due to the City, and directs that any such obligation be offset against payment due to GPEC.
- C. ASSIGNMENT PROHIBITED:** No party to this agreement may assign any right or obligation pursuant to this Agreement. Any attempted or purported assignment of any right or obligation pursuant to this Agreement shall be void and no effect.
- D. INDEPENDENT CONTRACTOR; NO AGENCY:** Nothing contained in this Agreement creates any partnership, joint venture or agency relationship between the City and GPEC. At all times during the term of this Agreement, GPEC shall be an independent contractor and shall not be an employee of City. City shall have the right to control GPEC only insofar as to the results of GPEC's services rendered pursuant to this Agreement. GPEC shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. GPEC shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.

**E. INDEMNIFICATION AND HOLD HARMLESS:**

1. During the term of this Contract, GPEC shall indemnify, defend, hold, protect and save harmless the City and any and all of its Council members, officers and employees from and against any and all actions, suits, proceedings, claims and demands, loss, liens, costs, expense and liability of any kind and nature whatsoever, for injury to or death of persons, or damage to property, including property owned by City, brought, made, filed against, imposed upon or sustained by the City, its officers, or employees in and arising from or attributable to or caused directly or indirectly by the negligence, wrongful acts, omissions or from operations conducted by GPEC, its directors, officers, agents or employees acting on behalf of GPEC.
2. Any party entitled to indemnity shall notify GPEC in writing of the existence of any claim, demand or other matter to which GPEC's indemnification obligations would apply, and shall give to GPEC a reasonable opportunity to defend the same at its own expense and with counsel reasonably satisfactory to the indemnified party.
3. Nothing in this Subsection E shall be deemed to provide indemnification to any indemnified party with respect to any liabilities arising from the fraud, negligence, omissions or willful misconduct of such indemnified party.

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

**G. GRATUITIES.** The City may, by written notice to GPEC, terminate the right of GPEC to proceed under this Agreement upon one (1) calendar day notice, if it is found that gratuities in the form of entertainment, gifts, or otherwise were offered or given by GPEC, or any agent or representative of GPEC, to any officer or employee of the City with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performance of such contract; provided that the existence of the facts upon which the City makes such findings shall be an issue and may be reviewed in any competent court. In the event of such termination, the City shall be entitled to pursue all legal and equitable remedies against GPEC available to the City.

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

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

**I. COMPLIANCE WITH FEDERAL AND STATE LAWS REQUIRED.** GPEC understands and acknowledges the applicability of the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989 and agrees to comply therewith in performing under any resultant agreement and to permit City inspection of its records to verify such compliance.

1. GPEC, and on behalf of any subcontractor GPEC has engaged to perform work for the City under this Agreement, warrants, to the extent applicable under A.R.S. § 41-4401, compliance with all applicable federal immigration laws and regulations that relate to its employees as well as compliance with A.R.S. § 23-214(A) which requires registration and participation with the E-Verify Program.
2. GPEC understands and acknowledges that any breach of warranty under subsection I(1) above is considered a material breach of this Agreement

and is subject to penalties up to and including termination of this Agreement.

3. The City retains the legal right to inspect the papers of GPEC or any subcontractor who performs work for the City under this Agreement to ensure that GPEC or any such subcontractor is compliant with the warranty under subsection I(1) above.
  4. City may conduct random inspections, and upon request of the City, GPEC shall provide copies of papers and records demonstrating continued compliance with the warranty under subsection I(1) above. GPEC agrees to keep papers and records available for inspection by the City during normal business hours and will cooperate with City in the City's exercise of its statutory duties and not deny access to GPEC's business premises or applicable papers or records for the purposes of enforcement of this subsection.
  5. GPEC agrees to incorporate into any subcontracts in performance of work under this Agreement the same obligations imposed upon itself and expressly accrue those obligations directly to the benefit of the City. GPEC also agrees to require any such subcontractor to incorporate into each of its own subcontracts in performance of work under this Agreement the same obligations above and expressly accrue those obligations to the benefit of the City.
  6. GPEC's warranty and obligations under this entire subsection I to the City is continuing throughout the term of this Agreement or until such time as the City determines, in its sole discretion, that Arizona law has been modified in that compliance is no longer a requirement.
  7. The "E-Verify Program" above means the employment verification program administered by the United States Department of Homeland Security, the Social Security Administration, or any successor program.
  8. GPEC certifies, under A.R.S. §§ 35-391 et seq., and 35-393 et seq., that it does not have "scrutinized" business operations, as defined in the preceding statutory sections, in the countries of Sudan or Iran.
- J. TERMINATION.** City shall have the right to terminate this Agreement if GPEC shall fail to duly perform, observe or comply with any covenant, condition or agreement on its part under this Agreement and such failure continues for a period of 30 days (or such shorter period as may be expressly provided herein) after the date on which written notice requiring the failure to be remedied shall have been given to GPEC by the City; provided, however, that if such performance, observation or compliance requires work to be done, action to be taken or conditions to be remedied which, by their nature, cannot reasonably be accomplished within 30 days, no event of default shall be deemed to have

occurred or to exist if, and so long as, GPEC shall commence such action within that period and diligently and continuously prosecute the same to completion within 90 days or such longer period as the City may approve in writing. The foregoing notwithstanding, in the event of circumstances which render GPEC incapable of providing the services required to be performed hereunder, including, but not limited to, insolvency or an award of monetary damages against GPEC in excess of its available insurance coverage and assets, the City may immediately and without further notice terminate this Agreement.

- K. RESPONSIBILITY FOR COMPLIANCE WITH LEGAL REQUIREMENTS.** GPEC's performance hereunder shall be in material compliance with all applicable federal, state and local health, environmental, and safety laws, regulations, standards, and ordinances in effect during the performance of this Agreement.
- L. INSTITUTION OF LEGAL ACTIONS.** Any legal actions instituted pursuant to this Agreement must be filed in the county of Maricopa, State of Arizona, or in the Federal District Court in the District of Arizona. In any legal action, the prevailing party in such action will be entitled to reimbursement by the other party for all costs and expenses of such action, including reasonable attorneys' fees as may be fixed by the Court.
- M. APPLICABLE LAW.** Any and all disputes arising under any Agreement to be awarded hereunder or out of the proposals herein called for, which cannot be administratively resolved, shall be tried according to the laws of the State of Arizona, and GPEC shall agree that the venue for any such action shall be in the State of Arizona.
- N. CONTINUATION DURING DISPUTES.** GPEC agrees that, notwithstanding the existence of any dispute between the parties, each party shall continue to perform the obligations required of it during the continuation of any such dispute, unless enjoined or prohibited by an Arizona court of competent jurisdiction.
- O. CITY REVIEW OF GPEC RECORDS.** GPEC must keep all Agreement records separate and make them available for audit by City personnel upon request.
- P. NOTICES.**

  - 1. Any notice, consent or other communication required or permitted under this Agreement shall be in writing and shall be deemed received at the time it is personally delivered, on the day it is sent by facsimile transmission, on the second day after its deposit with any commercial air courier or express service or, if mailed, three (3) days after the notice is deposited in the United States mail addressed as follows:

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

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

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

2. Any time period stated in a notice shall be computed from the time the notice is deemed received. Either party may change its mailing address or the person to receive notice by notifying the other party as provided in this 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 Section 38-511, Arizona Revised Statutes.

**R. NONLIABILITY OF OFFICIALS AND EMPLOYEES.** No member, official or employee of the City will be personally liable to GPEC, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to GPEC or successor, or on any obligation under the terms of this Agreement. No member, official or employee of GPEC will be personally liable to the City, or any successor in interest, in the event of any default or breach by the GPEC or for any amount which may become due to the City or successor, or on any obligation under the terms of this Agreement.

**S. NO WAIVER.** Except as otherwise expressly provided in this Agreement, any failure or delay by any party in asserting any of its rights or remedies as to any default, will not operate as a waiver of any default, or of any such rights or remedies, or deprive any such party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies.

- T. SEVERABILITY.** If any provision of this Agreement shall be found invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement will not be affected thereby and shall be valid and enforceable to the fullest extent permitted by law, provided that the fundamental purposes of this Agreement are not defeated by such severability.
- U. CAPTIONS.** The captions contained in this Agreement are merely a reference and are not to be used to construe or limit the text.
- V. NO THIRD PARTY BENEFICIARIES.** No creditor of either party or other individual or entity shall have any rights, whether as a third-party beneficiary or otherwise, by reason of any provision of this Agreement.
- W. ENTIRE AGREEMENT, WAIVERS AND AMENDMENTS.**
1. This Agreement may be executed in up to three (3) duplicate originals, each of which is deemed to be an original. This Agreement, including twelve (12) 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
  2. This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto, and supersedes all negotiations or previous agreements between the parties with respect to all or any part of the subject matter hereof.
  3. All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of the City or GPEC, and all amendments hereto must be in writing and signed by the appropriate authorities of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed the Agreement this 27<sup>th</sup>  
day of September, 2011.

CITY OF GLENDALE, a municipal corporation

By:   
Ed Beasley, City Manager

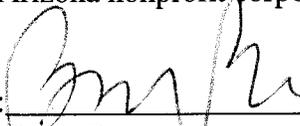
ATTEST:

By:   
Its: City Clerk

APPROVED AS TO FORM:

By:   
Its: City Attorney

GREATER PHOENIX ECONOMIC COUNCIL,  
an Arizona nonprofit corporation

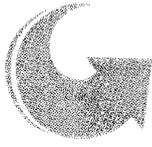
By:   
Barry Broome  
President & Chief Executive Officer

*GPEC  
FISCAL YEAR 2012  
Action Plan*



**A New Horizon.  
Vision and Progress**





**Greater Phoenix**  
ECONOMIC COUNCIL

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## *What to Expect in the Following Pages*

### FY11 MILESTONES

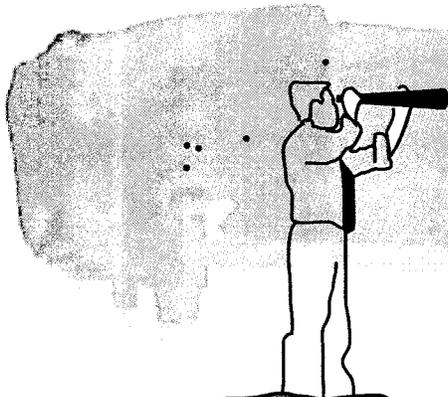
MOMENTUM GAINED IN THE LAST YEAR—SELECT ACHIEVEMENTS AND KEY BENCHMARKS

### FY12 ACTION ITEMS

SAMPLE OF ACTIVITIES THAT ADHERE TO A FIVE-YEAR VISION AND RESULT IN PROGRESS

### DRIVES THESE FY12 METRICS

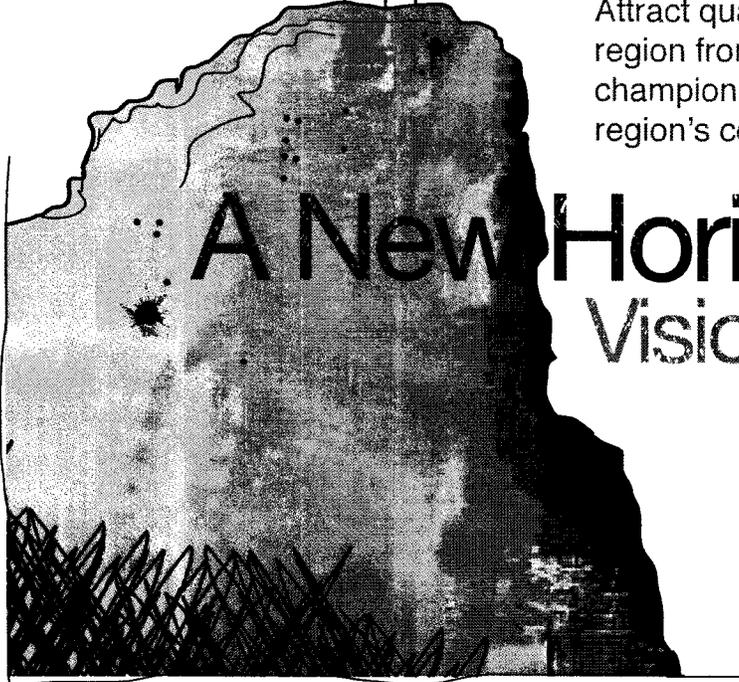
SHOWS RELATIONSHIP BETWEEN ACTION ITEMS AND ANNUAL PERFORMANCE GOALS



### **GPEC Mission**

Attract quality businesses to the Greater Phoenix region from around the world, and advocate and champion foundational efforts to improve the region's competitiveness.

# **A New Horizon: Vision and Progress**



## Current State

Amid recent estimates of a longer economic recovery, GPEC's mission has never been more relevant.

GPEC is motivated by the simple desire to make a real difference, and this purpose is reflected in the organization's body of work. Through 2010 and into 2011, GPEC has stretched to accomplish more with less. At a time when many have been forced to diminish their efforts, GPEC has rallied to deliver performance measures and fulfill competitiveness objectives to provide exceptional returns to its constituents. More importantly, GPEC has shifted into higher gear to impact Arizona's families, whose quality of life is dependent on good jobs and new investment in the region's economy.

## A New Horizon

While the current outlook indicates an economic rebound after 2014, GPEC's aim and obligation to serve its member communities remain. Accordingly, GPEC has assessed what steps are needed to move Greater Phoenix to the next level and what role the organization should assume within the next five years. GPEC has outlined a new horizon under the mission-critical framework of *Business Development, Competitiveness, and Marketing and Communications*. These strategic "pillars" will serve as the foundation for annual tactics and activities that will be implemented over a five-year period.

## Vision and Progress

Strategic pillars will guide GPEC's fiscal year activities and by 2016, lead to the following vision statements:

Strategic Pillar	By 2016
Retention and Expansion	GPEC's R/E model will be best-in-class.
Next Generation	GPEC will elevate Greater Phoenix as a leading center of emerging technologies.
Attraction	GPEC will maintain its reputation as a credible, respectable and "go to" organization.
International	GPEC's foreign direct investment approach will be a national best practice.
Regional Brand	GPEC will successfully define Greater Phoenix as a region that is forward-thinking, innovative and business-friendly.
GPEC Brand	GPEC will be the nation's premier agency, and leader in the economic development realm. In Arizona, GPEC will be principal leadership organization.
Capital Markets / Venture Formation	GPEC will develop a science and technology-based fund that will drive regional innovation activity.

# GPEC's STRATEGIC PLAN REVISITED

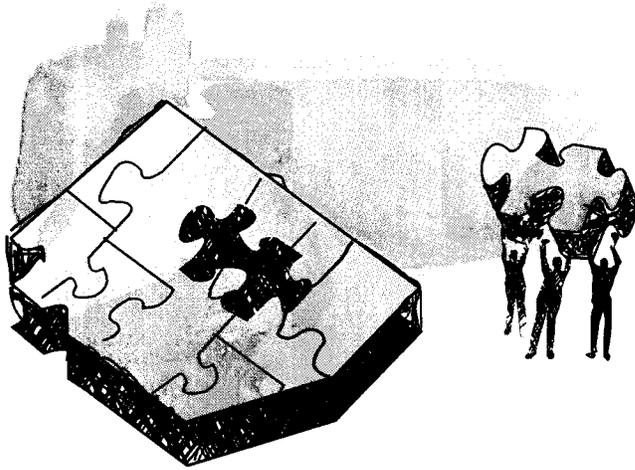
In alignment with its objective of ensuring GPEC operates in an innovative, integrated, proactive economic development model, the GPEC Next Leadership Council assembled a task force to chart a new course for the organization over the next five years.

The scope of the task force included:

- Establishing a framework for key areas of focus which will serve as a roadmap for the organization over the next five years
- Evaluating the governance and funding models

Overall findings and recommendations were shared with public-sector members for input, presented to the GPEC Next Leadership Council, and submitted to GPEC's Executive Committee and Board of Directors for consideration and approval.

# GPEC Stakeholders



## Member Communities

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

## Platinum

- AAA ARIZONA
- ALLIANCE BANK OF ARIZONA
- APS
- ARIZONA CARDINALS
- ARIZONA REPUBLIC / GANNETT FOUNDATION
- ARIZONA STATE UNIVERSITY
- AT&T
- BANNER HEALTH
- CHASE
- COX COMMUNICATIONS
- D.L. WITHERS CONSTRUCTION
- DMB ASSOCIATES
- ERNST & YOUNG
- FREEPORT-MCMORAN COPPER & GOLD INC.
- HENSLEY
- HUMANA
- JOBING.COM\*
- KTAR\*
- MARACAY HOMES
- MARICOPA COMMUNITY COLLEGES
- MAYO CLINIC
- MIDFIRST BANK
- NAJAFI COMPANIES
- NATIONAL BANK OF ARIZONA
- PETSMART
- PHOENIX SUNS
- POWER-ONE
- SCF ARIZONA
- SRP
- ST. JOSEPH'S HOSPITAL & MEDICAL CENTER
- STIRLING ENERGY SYSTEMS, INC.
- UNIVERSITY OF PHOENIX
- USAA
- US AIRWAYS\*
- VERIZON WIRELESS
- WASTE MANAGEMENT
- WELLS FARGO
- WESTCOR

## Gold

A.T. STILL UNIVERSITY  
AETNA  
ARIZONA DIAMONDBACKS  
BLUECROSS BLUESHIELD OF ARIZONA  
CANCER TREATMENT CENTERS OF AMERICA  
CAPITAL COMMERCIAL INVESTMENT, INC.  
CASSIDY TURLEY/BRE COMMERCIAL  
CB RICHARD ELLIS  
CELGENE CORPORATION  
CENTRAL ARIZONA COMMERCE PARK, LLC.  
COE & VAN LOO CONSULTANTS, INC.  
COLLIERS INTERNATIONAL  
COMPASS BANK  
COSTAR GROUP\*  
CRESAPARTNERS  
CUSHMAN & WAKEFIELD  
DELOITTE  
DEUTSCH ARCHITECTURE GROUP\*  
EL DORADO HOLDINGS  
ENSEMBLE DEVMAN OF ARIZONA  
GAMMAGE & BURNHAM  
HDR ARCHITECTURE  
HINES  
HOWARD S. WRIGHT CONSTRUCTORS  
IASIS HEALTHCARE  
JE DUNN CONSTRUCTION  
JENNINGS, STROUSS & SALMON, P.L.C.  
JOHN C. LINCOLN HEALTH NETWORK  
JONES LANG LASALLE  
KITCHELL  
KLUTZNICK COMPANY  
LAYTON CONSTRUCTION  
LEWIS & ROCA LLP\*  
M&I BANK  
MCCARTHY BUILDING COMPANIES  
MORTENSON CONSTRUCTION  
ON Q FINANCIAL  
PAYPAL  
PHOENIX CHILDREN'S HOSPITAL  
POL SINELLI SHUGHART  
PTE REAL ESTATE GROUP, LLC.  
RENAISSANCE COMPANIES  
SINDEL TECHNOLOGY SOLUTIONS\*  
SMITHGROUP  
SOLARCITY  
SOUTHWEST AIRLINES\*  
SQUIRE, SANDERS & DEMPSEY  
SUN HEALTH  
SUNDT CONSTRUCTION  
UPS  
WEALTHTRUST ARIZONA  
WESPAC CONSTRUCTION, INC.

## Silver

A1A VISTA TECH  
ADOLFSON & PETERSON CONSTRUCTION  
AMERICAN INSTITUTE OF ARCHITECTS  
ARIZONA OFFICE TECHNOLOGIES  
AUSTIN COMMERCIAL  
AVNET  
BANK OF ARIZONA  
BRIDGERS & PAXTON CONSULTING ENGINEERS, INC.  
BRYAN CAVE  
CAPITAL GROUP COMPANIES  
CLEAR CHANNEL OUTDOOR  
COVANCE  
DIBBLE ENGINEERING  
DPR CONSTRUCTION  
THE ELLMAN COMPANIES  
FACILITEC  
FENNEMORE CRAIG  
FERVOR CREATIVE\*  
GOODMANS INTERIOR STRUCTURES  
GRANT THORNTON  
INTEL CORPORATION  
JABIL  
JOB BROKERS INC. / JBI ENERGY  
JOHNSON CARLIER  
KAHALA CORPORATION  
KELLY SERVICES  
KPMG, LLP  
LAND ADVISORS ORGANIZATION  
MARSH  
MC SHANE DEVELOPMENT COMPANY  
MSS TECHNOLOGIES  
NORTHERN TRUST BANK  
OSBORN MALEDON  
THE PLAZA COMPANIES  
QUARLES & BRADY  
QUEEN CREEK / LANDMARK PROPERTY  
RISC  
RYLEY, CARLOCK & APPLEWHITE  
SCOTTSDALE HEALTHCARE  
SNELL & WILMER LLP  
SOUTHWEST GAS CORPORATION  
TARGET COMMERCIAL INTERIORS  
UNIVERSITY OF ARIZONA  
UNIVITA  
WEST VALLEY NATIONAL BANK  
WIST OFFICE PRODUCTS COMPANY\*  
WOOD, PATEL & ASSOCIATES, INC.  
WYNDHAM PHOENIX\*

## Bronze

APPLIED ECONOMICS\*  
ADVANTAGE OFFICE SUITES  
CAREFREE PARTNERS  
DIRCKS MOVING SERVICES  
GALLAGHER & KENNEDY  
IRGENS DEVELOPMENT PARTNERS, LLC  
MIDWESTERN UNIVERSITY  
ORCUTT/WINSLOW PARTNERSHIP  
PERINI BUILDING COMPANY, INC.  
PLANT SOLUTIONS\*  
SKYSONG, THE ASU SCOTTSDALE INNOVATION CENTER  
SUNSTATE EQUIPMENT COMPANY

*\*IN-KIND SUPPORT*

**A New Horizon:**  
Vision and Progress

# FY12 Metrics

	Threshold	Target	Stretch
Payroll Generated	\$168.7M	\$187.5M	\$206.2M
Number of Jobs	4,005	4,450	4,895
High-Wage Jobs	1,701	1,890	2,079
Average High-Wage Salary	\$47,398	\$52,664	\$57,930
Emerging Technology Assits	8	10	12
Total Number of Qualified Prospects	187	208	229
Total Number of Qualified International Prospects	28	31	34
Total Reach of Editorial Placements	99M	110M	121M
Stakeholder Satisfaction with Business Attraction	7.0*	7.3*	7.6*
Competitive Position Progress	**	**	**
Meet or Exceed Cash Reserve Target	98%	100%	102%

\* BASED ON A SCALE OF 1 TO 10

\*\* AS DETERMINED BY GPEC'S EXECUTIVE COMMITTEE

# FY12 Budget

JULY 1, 2011 THROUGH JUNE 30, 2012

Revenues	FY10-11 Budget	FY10-11 Forecast*	% of total	FY11-12	% of total	Variance**	Change
Public Funds	\$ 1,905,340	\$ 1,954,971	41.8%	\$ 1,883,032	40.2%	\$ (71,939)	-3.7%
Private Funds	2,562,700	2,710,700	58.0%	2,792,000	59.6%	81,300	3.0%
Other Income	8,000	8,000	0.2%	8,000	0.2%	-	0.0%
<b>Total Revenues</b>	<b>\$ 4,476,040</b>	<b>\$ 4,673,671</b>	<b>100.0%</b>	<b>\$ 4,683,032</b>	<b>100.0%</b>	<b>\$ 9,361</b>	<b>0.2%</b>
Operating Expenditures							
Business Attraction	\$ 342,900	\$ 367,900	7.9%	\$ 273,500	5.8%	\$ (94,400)	-25.7%
Marketing	305,500	307,500	6.6%	177,200	3.8%	\$ (130,300)	-42.4%
Research & Strategy	152,000	150,000	3.2%	128,600	2.7%	\$ (21,400)	-14.3%
External Relations	275,120	293,120	6.3%	240,300	5.1%	\$ (52,820)	-18.0%
Resource Management	231,300	246,300	5.3%	236,000	5.0%	\$ (10,300)	-4.2%
Personnel	3,169,381	3,169,381	67.8%	3,264,510	69.7%	\$ 95,129	3.0%
Facilities	485,052	485,052	10.4%	464,000	9.9%	\$ (21,052)	-4.3%
<b>Expenses</b>	<b>\$ 4,961,253</b>	<b>\$ 5,019,253</b>	<b>107.4%</b>	<b>\$ 4,784,110</b>	<b>102.2%</b>	<b>\$ (235,143)</b>	<b>-4.7%</b>
<b>Net Income/(Loss)</b>	<b>\$ (485,213)</b>	<b>\$ (345,582)</b>	<b>-7.4%</b>	<b>\$ (101,078)</b>	<b>-2.2%</b>	<b>\$ 244,504</b>	<b>-70.8%</b>
Less: Capital Expenditures	(25,000)	(25,000)	-0.5%	(20,000)	-0.4%	5,000	-20.0%
Add: Rent	146,142	176,820	3.8%	-	0.0%	(176,820)	-100.0%
Add: Depreciation	96,000	67,000	1.4%	50,000	1.1%	(17,000)	-25.4%
<b>Net Cash Movement - Operations</b>	<b>(268,071)</b>	<b>(126,762)</b>	<b>-2.7%</b>	<b>(71,078)</b>	<b>-1.5%</b>	<b>\$ 55,684</b>	<b>-43.9%</b>
<b>Net change in cash reserves</b>	<b>\$ (268,071)</b>	<b>\$ (126,762)</b>		<b>\$ (71,078)</b>		<b>\$ 55,684</b>	<b>-43.9%</b>

## Notes

\* Forecasted results as of April 30, 2011

**A New Horizon:**  
Vision and Progress

# Business Development

## FY11 Milestones

Delivered Arizona as the Top Spot for Renewable Energy Companies  
Industry leaders First Solar, Fluidic Energy, Gestamp and Power One announced major manufacturing/technology locations, joining China-based Suntech's U.S. headquarters.

Reached New Heights with Site Selectors  
Deepened relationships with key national consultants, visiting approximately 80 in face-to-face briefings.

Increased International Activity  
GPEC assisted five international locates and increased the international prospect pipeline by 16%.

Achieved a Record Performance  
Through April, GPEC already solidified a record year in performance over the last decade. Year-end projections indicate GPEC is on-track to deliver a best-ever year in the organization's 22-year history.

ExecuTours  
About 20 of the nation's esteemed site-selection consultants visited the region as part of the ExecuTour series.

Create and maintain high-quality jobs and investment through targeted, direct selling

Proactively pursue the best projects that meet community and regional objectives

## FY12 Action Items

Bolster International and Go Forth in China

GPEC's international program will assume a more dominant role in business attraction efforts.

Go China: China will remain at the top of opportunity-rich markets. Exploration will continue for a formal investment relationship with Jiangsu province and business development efforts will focus on attracting supply-chain companies.

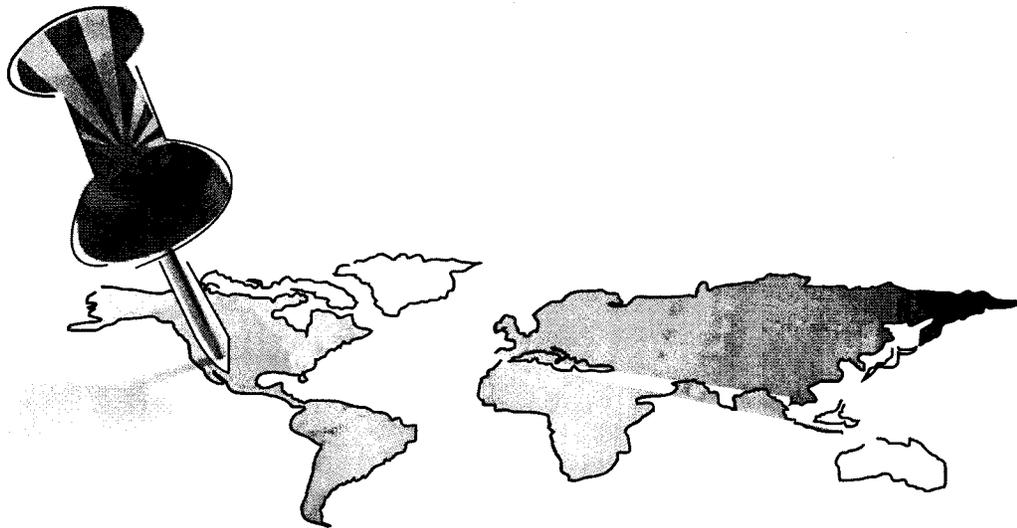
Global Connect: GPEC will build its global brand by expanding targeted sales missions, increasing participation at conferences, and delivering keynote presentations in Western Europe, Spain, Germany and Canada.

Broaden Site-Selector Approach

In the past year, GPEC has seen a 10.5% increase in prospect activity from national site selectors. GPEC will continue to build a strong program to engage the top 100 national site selectors as an integral part of direct-selling efforts.

Expand ExecuTour Model

With a well-established ExecuTour model in place, GPEC will continue to target national site-selection consultants while also including international delegations, investment organizations and chief-level executives of prospective locates. GPEC will also expand the ExecuTour business forum structure to gain the perspectives and participation of national public relations experts, economic development thought leaders and top executives from national and international media outlets.



### Leverage Opportunity in California

As a natural partner to the Golden State, GPEC will continue to build the case for California businesses to expand or relocate to the region.

**Sun Corridor:** Approaching year three, the Sun Corridor Partners (GPEC, Tucson Regional Economic Opportunities, Greater Yuma Economic Development Corporation, City of Flagstaff and Pinal County) are enhancing the current joint California strategy with a refined selling strategy.

**Los Angeles:** Target 10,000 small to medium-sized enterprises in California to expand the value chain and manufacturing capabilities for Arizona's key anchor companies.

**Regional Headquarters:** Additional focus will be placed on companies that have offices in California with headquarters in other domestic markets.

### Drives These FY12 Metrics

- Pipeline of qualified prospects
- Total number of jobs created
- Number of high-wage jobs created
- Average high-wage salary
- Payroll generated
- Stakeholder satisfaction with business attraction
- Competitive position progress

**A New Horizon:**  
Vision and Progress

# Competitiveness

## FY11 Milestones

Arizona's Competitiveness Package (HB2001)  
Worked closely with the Governor's office and state leadership to shape the economic development programs introduced in the package.

Invest Arizona (SB1041)  
GPEC assumed a greater role in leading the conversation about Arizona's competitiveness with policy makers. The effort to pass Senate Bill 1041 in the legislature required broad shoulders and fixed determination—both of which were effectively demonstrated by GPEC stakeholders and its partners.

Partnered with Maricopa County to Develop New Jobs Program  
The Economic Development Jobs Program was launched to attract high-tech manufacturing and corporate headquarter jobs to Greater Phoenix.

Guide new, strategic business opportunities through geographic and industry trend analysis

Evaluate targeted, sound economic development programs that enhance regional and state competitiveness

## FY12 Action Items

### Launch Pilot Retention and Expansion Model

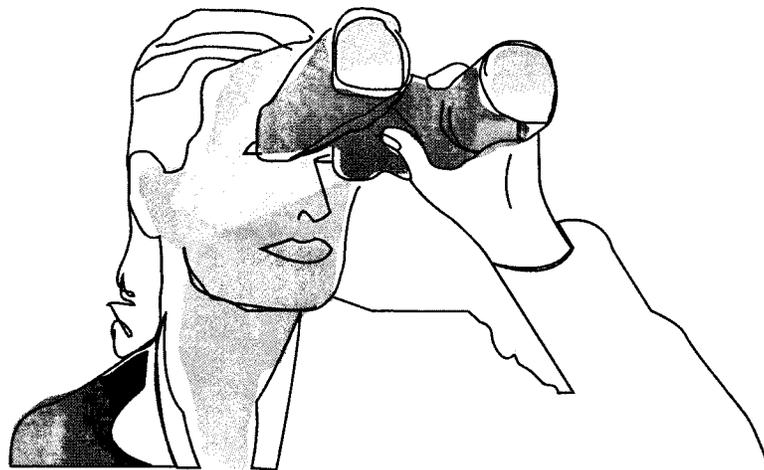
GPEC will create a retention and expansion mechanism based on the strengths of its research and call campaign structure. By organizing and communicating intelligence, GPEC will support public-sector partners in identifying companies that are primed to expand or contract.

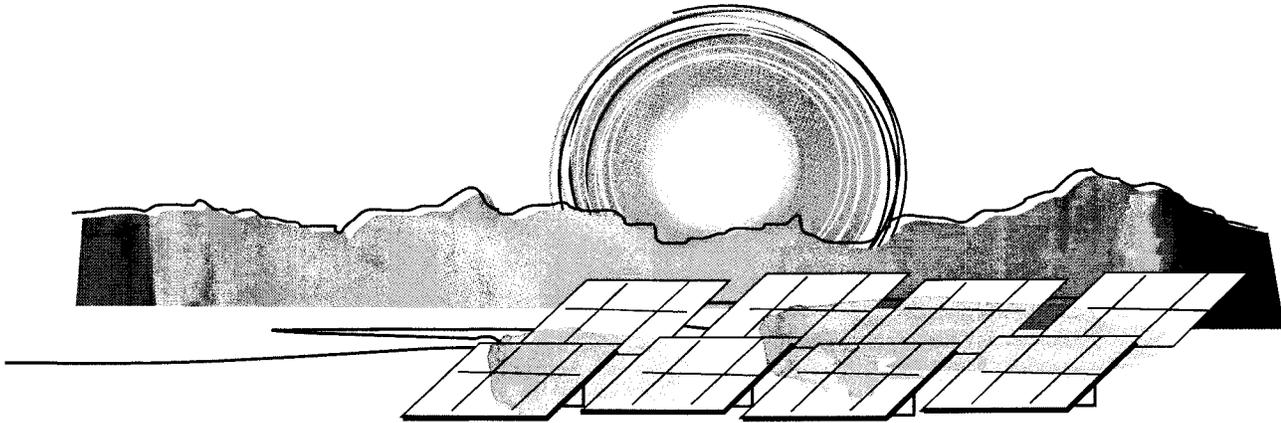
### Work with Communities to Develop Competitiveness Programs

Building on policy experience and research on incentives best practices, GPEC will partner with municipalities to design economic development programs at the local level. GPEC will help communities meet their respective, individual objectives while following sound economic development principles.

### Continue Monitoring Competitiveness

GPEC will continue to assess the competitive landscape of state and local incentives that target the reduction of capital and operation costs in the Mountain West region. GPEC will evaluate the feasibility of a tool that will enable modeling capabilities for project-specific analyses and economic development policies.





### Pursue Emerging Innovation

GPEC will monitor innovative technology trends and develop a viable, return-driven venture capital strategy to pursue opportunities that will lead to a cluster of new competencies in the region. Within two years, these efforts may manifest into suggested changes in tax policy, referendum items or a bond initiative.

### Identify Areas for Federal-level Consideration

Through research, GPEC will explore economic opportunities for the region that might benefit from a concerted effort with Arizona's Congressional delegation. Potential areas could include the attraction of national labs that align with the region's core competencies, as well as the retention of the aerospace and defense industries. GPEC will consider routine meetings with Congressional representatives while in Arizona and also serve as a resource to partners who have an existing federal agenda in place.

### Drives These FY12 Metrics

- Pipeline of qualified prospects
- Pipeline of international prospects
- Total number of jobs created
- Number of high-wage jobs created
- Average high-wage salary
- Emerging technology assists
- Competitive position progress

**A New Horizon:**  
Vision and Progress

# Marketing and Communications

## FY11 Milestones

**A GPEC Production**  
The documentary titled "Arizona's Great Economic Transformation" debuted at the Orpheum Theatre, aired on Cox On Demand, Arizona Capitol TV, KAET, various public access channels and was utilized at several events and forums.

**Innovative Industry Profiles**  
Industry-specific microsites were launched, including the creation of the umbrella portal—az4industry.com—showcasing Greater Phoenix's value proposition for each industry to national site selectors and executives.

**A Leading Voice on Stopping the Boycotts**  
StopAZboycotts.com presented another side of the boycotts, and earned media coverage on *CNN*, *FOX News* with Greta Van Susteran, *World News*, *Christian Science Monitor*, *European Union Times*, eight local media outlets, 25 blogs and chatter among social mediums.

**Promoting Market Offerings**  
GPECpartners.com was launched, initiating a pilot program designed to provide helpful resources to companies entering the market, while also positioning GPEC as an ongoing partner for each new company.

Market strengths and assets using new, non-traditional tools  
Communicate, educate and inform stakeholders, policy-makers, citizens and media about key economic development issues.

## FY12 Action Items

### Differentiate the Region's Brand

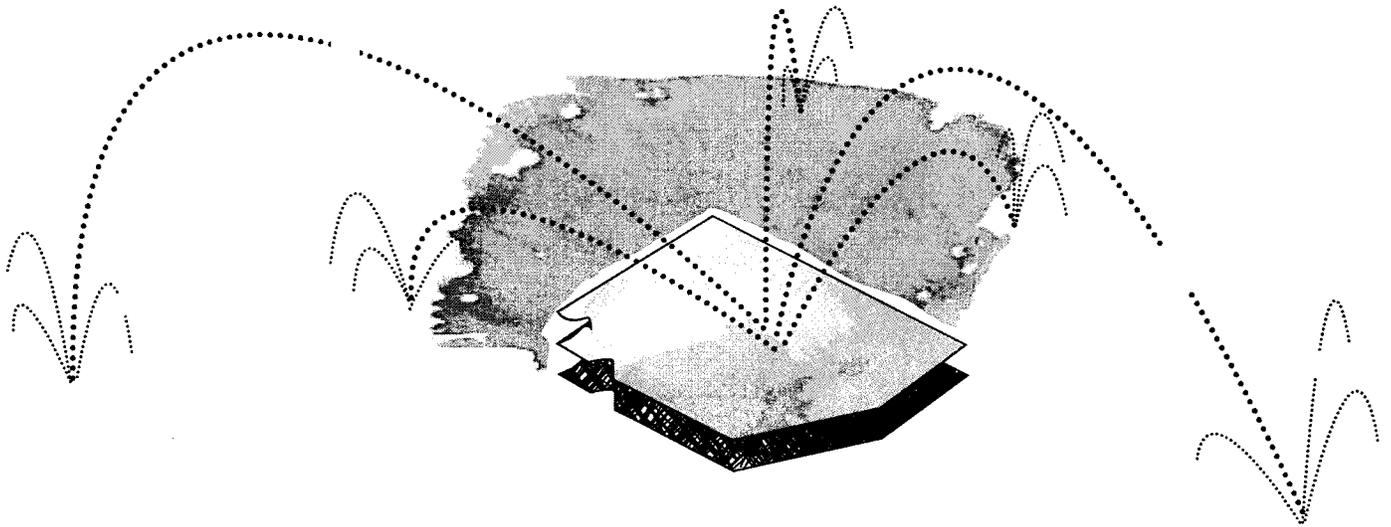
Tasked with marketing the region to attract quality companies, GPEC and its public partners will launch a substantial effort to distinguish the Greater Phoenix brand. GPEC will launch a six-month pilot campaign targeted at select California markets prior to a FY13 roll-out in other key domestic markets.

### Boost Digital Marketing Efforts

GPEC will rebuild its primary website to better brand the region in a digital medium, showcase GPEC communities and investors, incorporate more calls-to-action and provide better functionality. The new website will incorporate information adopted from the Metro Phoenix Partnership for Arts and Culture while also integrating the OpportunityGreaterPhoenix.com concept. GPEC will increase efforts to drive target audiences to the digital portal by way of e-mail marketing, social media, and search engine marketing and optimization.

### Broaden Broker Engagement

Parallel to GPEC's regular site-selector communication and outreach, GPEC will strengthen ties to the region's local brokers. In an effort to improve mutually beneficial outcomes, GPEC will develop routine e-marketing mailings, provide on-site presentations, convene quarterly roundtable events and create collateral specific to this valuable network.



#### National Media Tour

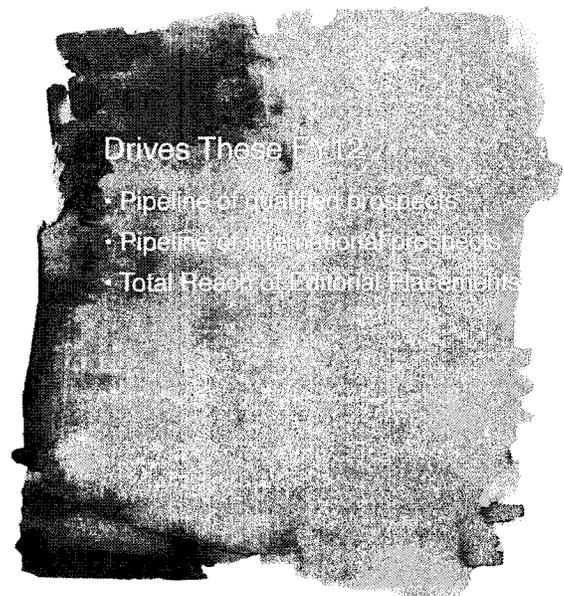
GPEC's communications outfit will conduct outbound media tours in New York city, San Francisco, LA and other major markets to convey positive news about Greater Phoenix, while also highlighting key regional assets to prominent national and international media outlets and trade publications.

#### Media Engagement

GPEC will strive to establish itself as a thought leader by promoting economic development objectives in a variety of mediums including panel discussions, frequent podcasts, video statements, and original content and briefings.

#### International Media

Building on GPEC's successful international business development strategies, GPEC will drive the planning process for future international media ExecuTours in foreign markets. The primary goal of these media missions is to elevate the region's profile by introducing international business and industry leaders to Greater Phoenix and relay the benefits of doing business here.



**A New Horizon:**  
Vision and Progress

# Stakeholder Engagement

The active involvement by GPEC stakeholders carves a path for our region to become world-class and extraordinary. Stakeholder support enables GPEC to pursue economic opportunities while allowing investors to participate in key economic development activities.

## Governance

**Board of Directors**  
Provides effective oversight of the organization and helps shape GPEC's influence as a regional thought leader.

**Executive Committee**  
Acts on behalf of the Board of Directors, advising on strategic direction and overall performance of annual goals.

## Board-Level Committees

**Performance Committee**  
Evaluates the performance of the organization and the President & CEO.

**Nominating Committee**  
Serves to nominate the At-Large Directors and Board officers.

**Audit Committee**  
Assesses internal controls and oversees auditors and the annual audit.

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

## Leadership Councils and Advisory Groups

*The collective professional expertise of GPEC's councils and advisory groups guides the CEO on key initiatives, leverages connections to further business development and competitiveness efforts, and supports implementation of programs.*

**GPEC Next Leadership Council\***  
High-level advisory group designed to ensure the organization operates as "GPEC Next" model: innovative, integrated, proactive.  
*Suggested FY12 Focus*  
- Launch Retention / Expansion Model  
- Identify Areas for Federal-level Consideration

**Healthcare Leadership Council\***  
Works together to establish and differentiate Greater Phoenix as a center of excellence for personalized medicine.  
*Suggested FY12 Focus*  
- Pursue Emerging Innovation  
- Identify Areas for Federal-level Consideration

**International Leadership Council\***  
Advises on the direction and implementation of GPEC's foreign direct investment efforts; responsible for monitoring progress and providing guidance to increase program impacts.  
*Suggested FY12 Focus*  
- Bolster International and Go Forth in China  
- Expand ExecuTour Model  
- International Media Strategy

### Economic Development

#### Directors Team

Advises CEO and staff on local economic development trends, offers insight on pulse of city/town council and partners with GPEC to finalize location decisions.

#### *Suggested FY12 Focus*

- Bolster International Strategy
- Leverage Opportunity in California
- Build Community Partnership Program
- Build Retention / Expansion Intelligence
- Develop Competitiveness Database

#### Community Building Consortium\*

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

#### *Suggested FY12 Focus*

- Broaden Site-Selector Approach
- Leverage Opportunity in California
- Continue Monitoring Competitiveness
- Expand ExecuTour Model
- Broaden Broker Engagement

#### Marketing Committee\*

Offers guidance on the development of regional branding, marketing and media efforts in support of our core mission of business development and regional competitiveness.

#### *Suggested FY12 Focus*

- Develop Regional Brand
- Boost Digital Marketing Efforts
- National Media Tour
- Expand ExecuTour Model
- Media Engagement
- International Media Strategy

#### Innovation Council\*\*

Rooted in research, this council will explore university-based, asset-driven emerging technology.

#### *Suggested FY12 Focus*

- Pursue Emerging Innovation

### Ambassadors: Foundation of Stakeholder Engagement

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

#### Ambassadors

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

#### Certified Ambassadors

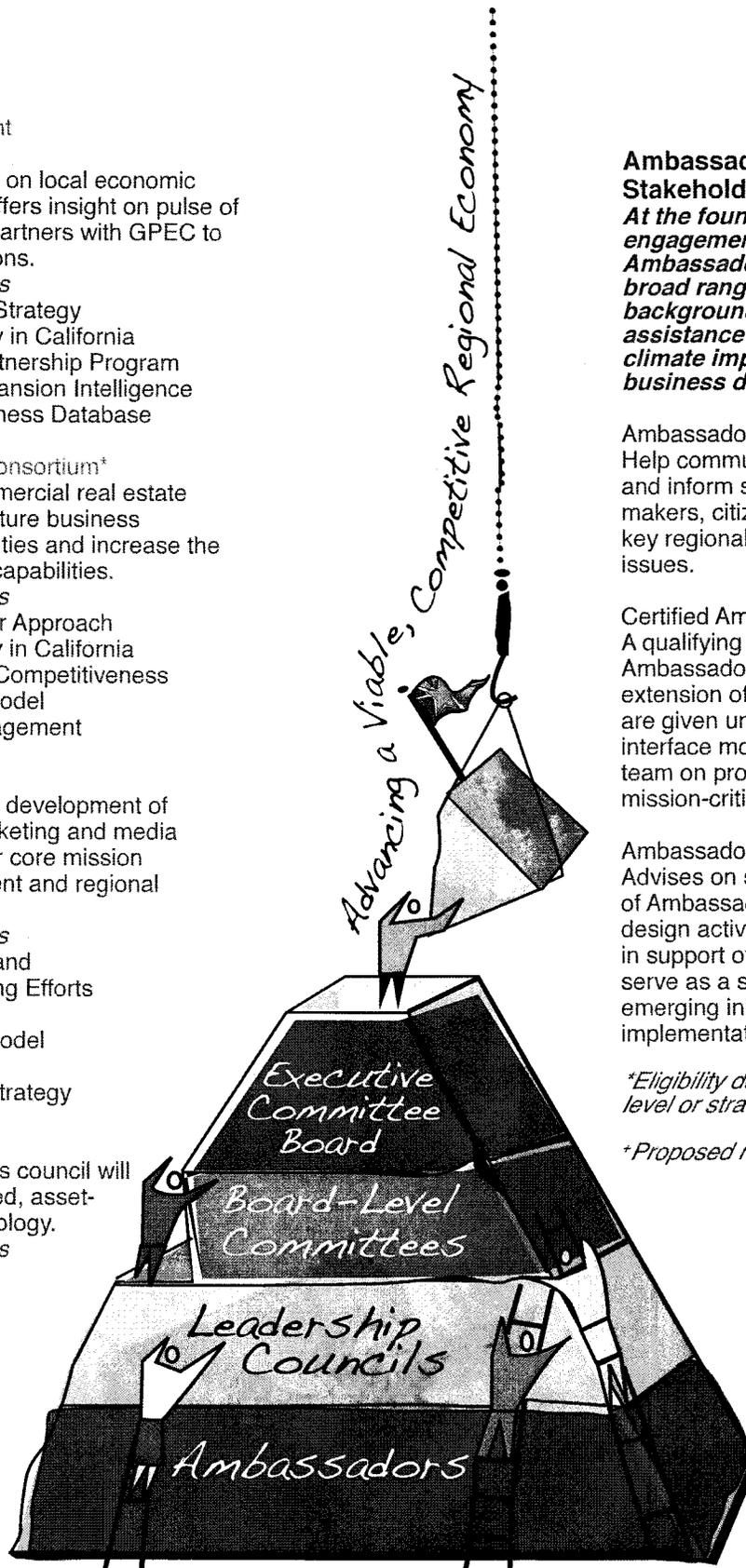
A qualifying program for Ambassadors who serve as an extension of the GPEC team and are given unique opportunities to interface more closely with GPEC's team on program initiatives and mission-critical efforts.

#### Ambassador Steering Committee

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

*\*Eligibility determined by investment level or strategic appointment*

*\*\*Proposed new leadership council*



## A New Horizon: Vision and Progress

# A New Horizon: Vision and Progress



**Greater Phoenix**  
ECONOMIC COUNCIL

2 N. Central Ave., Suite 2500, Phoenix, AZ 85004 • 602.256.7700 • [www.gpec.org](http://www.gpec.org)

**EXHIBIT B**  
GPEC PERFORMANCE MEASURES  
FY 2011-2012

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

<b>1. Payroll Generated</b>	<b>\$168.7M</b>
<b>2. Total Number of Jobs Created</b>	<b>4,005</b>
<b>3. Total Number of High-Wage Jobs</b>	<b>1,701</b>
<b>4. Average High-Wage Salary</b>	<b>\$47,398</b>
<b>5. Emerging Tech Assists</b>	<b>8</b>
<b>6. Number of Qualified Prospects</b>	<b>187</b>
<b>7. Number of Qualified International Prospects</b>	<b>28</b>
<b>8. Total Reach of Editorial Placements/Exposures</b>	<b>99M</b>

GPEC continues to target high-wage industries (advanced business services, aerospace, life sciences, renewable energy, high-tech/IT)

**EXHIBIT C**  
TARGETED INDUSTRIES  
FY2011-2012

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 2011-2012, GPEC will continue its emphasis on the following: advanced business services, aerospace/aviation, life science, high tech/IT and renewable energy.

Member communities will target the following:

**Apache Junction**

Business services; environmental technologies research and manufacturing; standard and advanced manufacturing; regional and corporate centers; medical institutions and/or associated satellite operations; mining support facilities; resort/tourist-oriented development; filmmaking (location shooting); expanded retail opportunities

**Avondale**

Advanced business services/information technology; renewable energies; Bio/medical/life sciences; manufacturing; higher education/lifelong learning, amateur sports and tourism

**Buckeye**

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

**Casa Grande**

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

**Chandler**

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

**Fountain Hills**

Advanced business services; life science; high-tech/IT; renewable energy; post-secondary institutions, tourism

**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

**Gilbert**

Advanced business 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 diagnosis); corporate/regional headquarters; and sustainability (environmental)

**Glendale**

Aviation/aerospace; software development; sports and entertainment; high-tech consultants; research and development; defense; financial services and insurance headquarters; resorts; healthcare and medical services; engineering and architectural

**Goodyear**

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

**Maricopa (City)**

Business services and software; high-tech electronics; aerospace and advanced materials; agri-bio; transportation/distribution; standard manufacturing; environmental technology

**Maricopa County**

Food, fiber and natural products; transportation/distribution; standard manufacturing; environmental technology

**Mesa**

Primary Target Industries: Healthcare, Education, Aerospace and Tourism

Secondary target industries: Advanced business services, regional and corporate centers, environmental technology, research & development, bioscience, sustainability

**Peoria**

Business services; information technology; healthcare technology and advanced medical services; educational institutions; standard manufacturing; environmental technology

**Phoenix**

Advanced business services; aerospace and defense; bioscience; high tech/IT; renewable energy

**Queen Creek**

Aerospace and aviation; health and wellness; advanced financial/business services; arts, culture and experience; education

**Scottsdale**

Advanced business services (financial services); bioscience (research, drug development, treatment, medical products); high-tech/software; sustainability (environmental); corporate/regional headquarters

**Surprise**

Environmental technology; advanced medical services; biotech; education and healthcare; transportation and distribution

**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

**Tolleson**

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

**Wickenburg**

Transportation/ distribution; standard manufacturing; environmental technology; food, fiber & natural products; advanced business services

# EXHIBIT D

FY 2011-2012

## 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)				
AVERAGE HIGH WAGE SALARY				
NUMBER OF JOBS				
NUMBER OF HIGH-WAGE JOBS				
EMERGING TECHNOLOGY ASSISTS				
QUALIFIED PROSPECTS				
INTERNATIONAL PROSPECTS				
TOTAL REACH OF EDITORIAL PLACEMENTS				

*GPEC continues to target high-wage industries (advanced business services, aerospace, life sciences, renewable energy, high-tech/IT)*

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

# 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. 10/93 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. 12/93 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) 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.