CITY OF PEORIA, ARIZONA
COUNCIL COMMUNICATION

CC: 14C
Amend No. _____

Date Prepared: June 4, 2009 **Council Meeting Date:** July 7, 2009

TO: Carl Swenson, City Manager

FROM: Susan J. Daluddung, Deputy City Manager

PREPARED BY: Debbie Pearson, Executive Assistant

SUBJECT: Contract for services with the Greater Phoenix Economic Council

RECOMMENDATION: Authorize City Manager to renew the service contract with the Greater Phoenix Economic Council for FY10.

SUMMARY:
As part of its economic development effort, staff is seeking to renew its contract with the Greater Phoenix Economic Council (GPEC). The Greater Phoenix Economic Council is a private/public partnership representing the majority of communities in Maricopa County, and several other public and private entities.

The GPEC mission is geared toward attracting new business to the region through a comprehensive national and international marketing program and by spearheading strategies that increase the region's competitiveness to attract new business.

The cost for the City of Peoria to participate in GPEC for FY10 is $57,590. Currently the payment is funded in the FY09 Half-Cent Fund budget account 1210-0350-522006 – City Participation-Outside Programs. The formula used to allocate each communities fair share to participate is based upon population but this year includes a 5% reduction in rate from FY09 which equals $1,466. The level of marketing and exposure achieved through GPEC would cost significantly more and this is a cost effective means to a high level marketing and public relations program.

In addition, membership in GPEC allows Peoria to have a voice on decisions made regarding regional economic development strategies. This is a critical element of exposure for the city with the incredible growth and opportunity being generated.

ATTACHMENT:

CITY CLERK USE ONLY:
- o **Consent Agenda**
- o **Carry Over to Date:**_____
- o **Approved**
- o **Unfinished Business (Date heard previous:**_____**)**
- o **New Business**

ORD. #_____ **RES. #**
LCON# 0020 09 **LIC. #**
Action Date:

REV. 10/99

AGREEMENT BETWEEN
THE GREATER PHOENIX ECONOMIC COUNCIL
AND THE CITY OF PEORIA
City Contract No. _____

The City Council of the CITY OF PEORIA, 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, 2009 - June 30, 2010.

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 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 Action Plan which will materially affect or alter the priorities established therein. Such notification will be in

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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:** 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 December 31, 2009.

In the case of any benchmark which is not met, GPEC will meet with the EDDT to provide an explanation of the relevant factors and circumstances and discuss the approach to be taken in order to achieve the target(s). Failure to meet a performance target will not, by itself, constitute an event of default hereunder unless GPEC (i) fails to inform the City of such event or (ii) fails to meet with EDDT to present a plan for improving its performance during the balance of the term of the Agreement will constitute an event of default for which the City may terminate this Agreement pursuant to paragraph IV.J. below.

II. RESPONSIBILITIES OF THE CITY

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

1. The City shall respond to leads or prospects referred by GPEC in a professional manner within the time frame specified by the lead or prospect if the City desires to compete and if the lead is appropriate for the City. When available, the City agrees to provide its response in the format developed jointly by EDDT and GPEC;

2. The City shall provide appropriate local hospitality, tours and briefings for prospects visiting sites in the City;

3. The City shall provide an official economic development representative to represent the City on the EDDT, which advises GPEC's President and CEO;

4. The City shall cooperate in the implementation of GPEC/EDDT process improvement recommendations including the use of common presentation formats, exchange of information on prospects with GPEC's staff, the use of shared data systems, land and building data bases and private sector real estate industry interfaces;

5. The City shall use its best efforts to respond to special requests by GPEC for particularized information about the City within three business days after the receipt of such request;

6. In order to enable GPEC to be more sensitive to the City's requirements, the City shall, at its sole option, deliver to GPEC copies of any City approved economic development strategies, work plan, programs and evaluation criteria. GPEC shall not disclose the same to the other participants in GPEC or their representatives;

7. The City shall utilize its best good faith efforts to cause an economic development professional representing the City to attend all marketing events and other functions to which the City has committed itself; and

8. The City agrees to work with GPEC to improve the City's competitiveness and market readiness to support the growth and expansion of the targeted industries as identified for the City in **Exhibit C** ("Targeted Industries").

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

III. ADDITIONAL AGREEMENTS OF THE PARTIES:

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

B. **COMPENSATION:**

1. The City agrees to pay $57,590.00 for services to be provided by GPEC pursuant to the Agreement during the fiscal year ending on June 30, 2010, as set forth in this Agreement. This amount is based on approximately $.39 per capita, based upon the 2008 Maricopa Association of Governments ("MAG") population estimate, which listed the City as having a population of 155,557and includes a 5% rate reduction to FY2009-2010 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; and

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, 2009, 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 organizational 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 2009-2010 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 2010-2011 contract.

3. The City agrees to work with GPEC during the FY 2009-2010 program year to develop a revised public sector funding plan, including a regional allocation formula for FY 2010-2011, 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 Peoria 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 of 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 Agreement, GPEC shall indemnify, defend, hold, protect and save harmless the City and any and all of its Council members, officers and employees from and against any and all actions, suits, proceedings, claims and demands, loss, liens, costs, expense and liability of any kind and nature whatsoever, for injury to or death of persons, or damage to property, including property owned by City, brought, made, filed against, imposed upon or sustained by the City, its officers, or employees in and arising from or attributable to or caused directly or indirectly by the negligence, wrongful acts, omissions or from operations conducted by GPEC, its directors, officers, agents or employees acting on behalf of GPEC 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.

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 placed 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 American 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 subconsultants providing services under this Agreement is a material breach of this Agreement subject to penalties up to and including termination of this Agreement or any applicable subcontract.

2. The City retains the legal right to inspect the papers of any employee of GPEC or any subconsultant who works on this Agreement to ensure compliance with the warranty stated in the paragraph above. The City may conduct random verification of the employment records of GPEC and any of its subconsultants who work on this Agreement to ensure compliance with such warranty. Any information and documents obtained by the City during the course of an audit conducted in accordance with this paragraph for the purpose of determining compliance with such warranty shall remain confidential and shall not be made available for public review or produced in response to a public records request, unless the City is ordered or otherwise directed to do so by a court of competent jurisdiction.

3. The City will not consider GPEC or any of its subconsultants who work on this Agreement in material breach of the foregoing warranty if GPEC and such subconsultants establish that they have complied with the employment verification provisions prescribed by 8 USCA § 1324(a) and (b) of the Federal Immigration and Nationality Act and the e-verify requirements prescribed by Arizona Revised Statutes § 23-214(A).

4. The provisions of this Section I must be included in any contract GPEC enters into with any and all of its subconsultants who provide services under this Agreement or any subcontract to provide services under this Agreement. As used in this Section I "services" are defined as furnishing labor, time or effort in the State of Arizona by a contractor or subcontractor. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property.

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:

Susan Daluddung,
City of Peoria
8401 W. Monroe St.
Peoria, AZ 85345
Phone: 623-412-7300
FAX: 623-412-7309

With a copy to:

City Attorney
City of Peoria
8401 W. Monroe St.
Peoria, AZ 85345
Phone: 623-773-5180
FAX: 623-773-7043

If to GPEC:

President and Chief Executive Officer
Greater Phoenix Economic Council
Two North Central Avenue, Suite 2500
Phoenix, Arizona 85004-4469
(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 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 its 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.** This Agreement may be executed in up to three (3) duplicate originals, each of which is deemed to be an original. This Agreement, including eleven (11) 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

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.

-Signatures Appear on Separate Page-

IN WITNESS WHEREOF, the parties hereto have executed the Agreement this _____ day of _____, 2009.

CITY OF PEORIA, an Arizona municipal corporation

By: _____
Its: Carl Swenson
City Manager

ATTEST:

By:_____
Its: Mary Jo Kief
City Clerk

APPROVED AS TO FORM:

By:_____
Its: Stephen M. Kemp
City Attorney

GREATER PHOENIX ECONOMIC COUNCIL,
an Arizona nonprofit corporation

By:_____

Barry Broome
President & Chief Executive Officer

time for *leadership*

FY2010 ACTION PLAN

GREATER PHOENIX
ECONOMIC COUNCIL

GREATER PHOENIX ECONOMIC COUNCIL 602.256.7700 WWW.GPEC.ORG

2 Executive Summary

3 GPEC Stakeholders

5 FY10 Metrics

GPEC Next Strategies

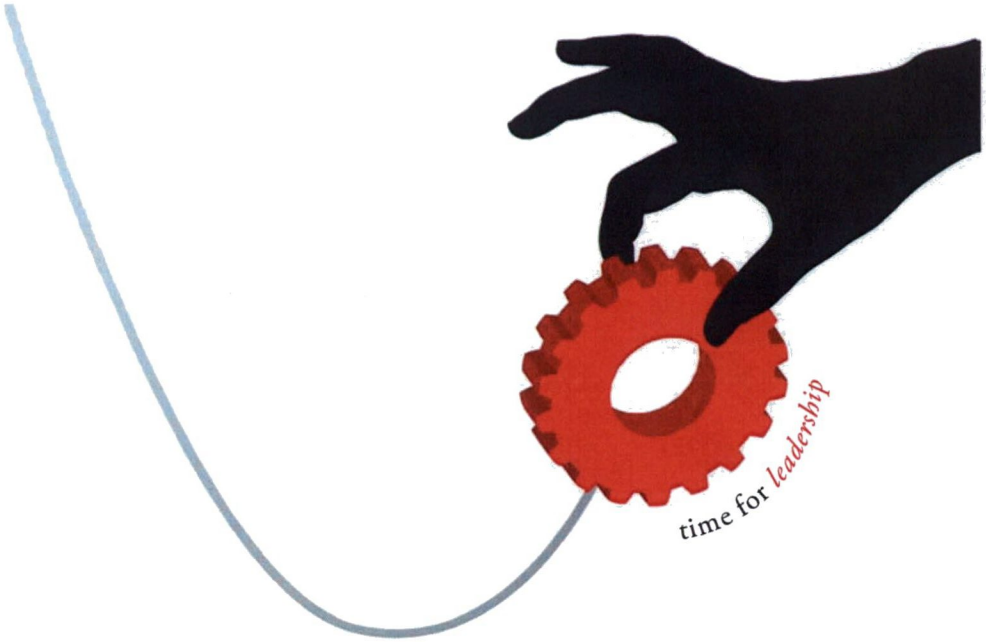
6 *California Opportunities*

7 *International Scope*

8 *Renewable Energy Promise*

9 *Health Care Expansion*

10 Leading the Way



What to Expect in the Following Pages

FY09 Milestones
Progress we've made in the last year—successes achieved and benchmarks established.

FY10 Action Items
Activities we are planning that will drive the region's competitiveness.

Leadership Role
How stakeholder engagement will help fulfill outcomes and results.

Outcomes and Results
Connects activities to GPEC's overall performance metrics.

executive*summary*

Arizona's current fiscal condition has provided an opportunity to evaluate the performance and effectiveness of existing tools and programs relative to new business and investment.

The conclusion is that Arizona lacks a robust economic development plan.

There is no targeted approach, no sound policies in place to drive high-wage job-creation in Arizona. Our immediate and long-term competitiveness are at stake, and we must focus on creating a comprehensive plan that increases economic capabilities while also addressing smart policies.

Time for Leadership

Greater Phoenix and Arizona need champions who are willing to not only recognize critical issues but also demonstrate action and accountability to better our community.

The Greater Phoenix Economic Council (GPEC) is committed to developing solutions that will energize Arizona, and we are executing against strategies that will provide a meaningful return for our residents.

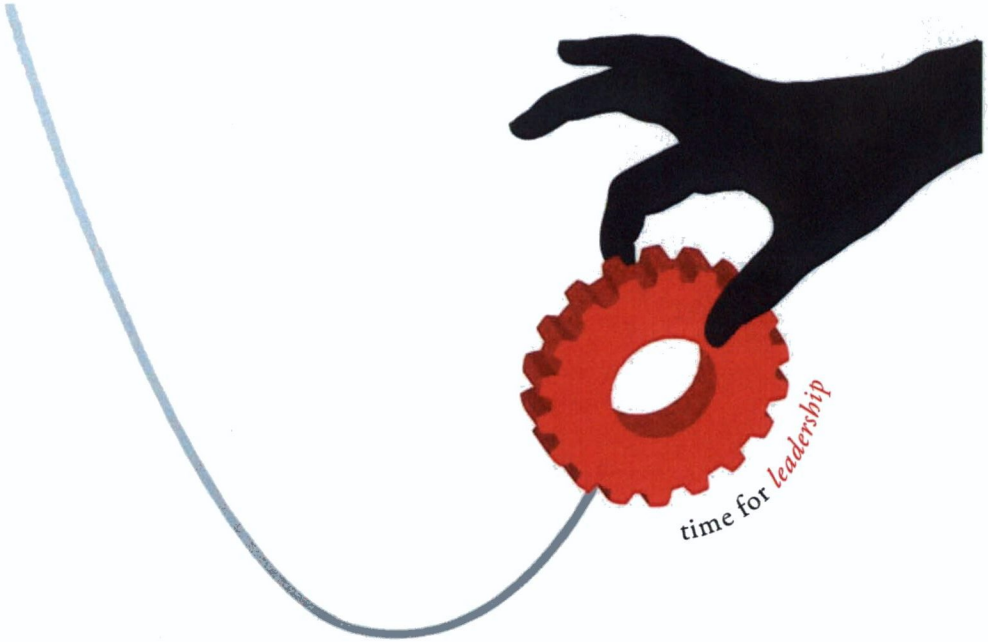
At Our Core

GPEC is seizing the opportunity in direct-selling to competitor markets. We are leveraging our proximity to California, the world's 8th largest economy, to pursue business development opportunities and synergistic partnerships.

Exploring international interest through foreign direct investment remains important, because it will lead to an infusion of capital and spur technology transformation in the region.

GPEC is working to capture the promise of renewable energy and solar, a fast-growth, global industry that has federal-level support of President Obama's administration.

Likewise, GPEC is pursuing a health care effort that addresses infrastructure and human capital shortages to meet existing and future needs of our health care and biotech assets.



improving*arizona's*competitiveness

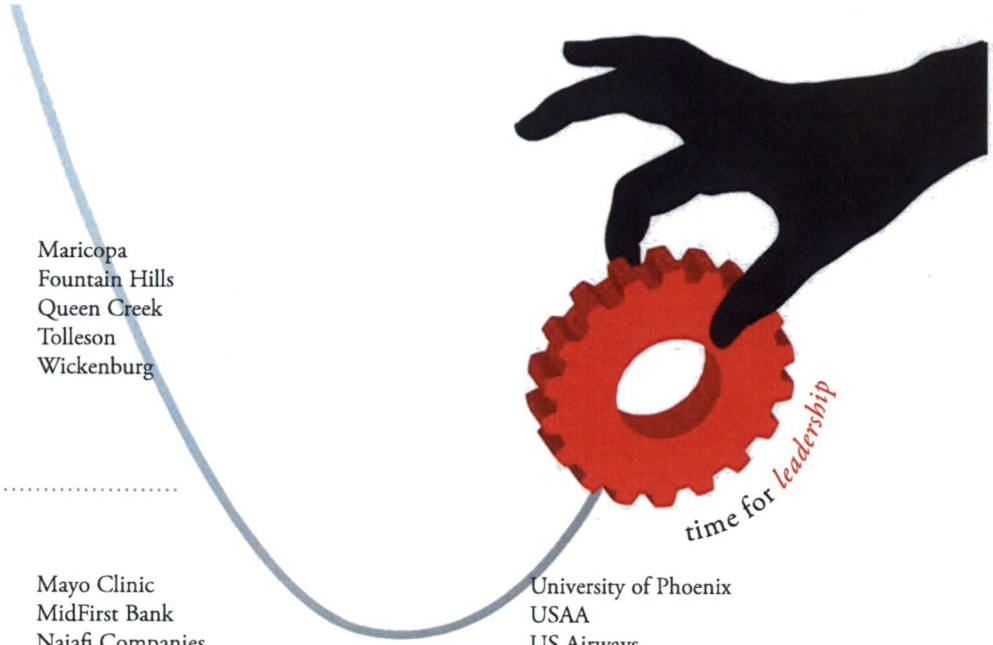
GPEC's core initiatives aim to diversify the economy, create quality jobs and encourage innovation -- actions which are fundamental to GPEC's core mission of business development and attraction.

Yet, to affect real and lasting change, we must address how to improve Arizona's long-term competitiveness. This is more challenging, more time-intensive and will certainly require ownership of a macro plan by all Arizonans.

The good news is that GPEC is leading the charge. The support and active involvement by our Board of Directors, mayors and stakeholders are carving a path for our region and state to become world-class and extraordinary.

As an organization, we have built momentum and gained strides with state policy-makers and top-level leaders. But until there is a comprehensive plan for Arizona -- a concerted strategy for sound economic development programs that lead to job-creation -- our work is not done. Let us continue to lead the way.

gpec*stakeholders*



Member Communities

Maricopa County
Phoenix
Mesa
Glendale
Scottsdale
Chandler
Gilbert
Tempe
Peoria
Surprise
Avondale
Goodyear
Apache Junction
Buckeye
Maricopa
Fountain Hills
Queen Creek
Tolleson
Wickenburg

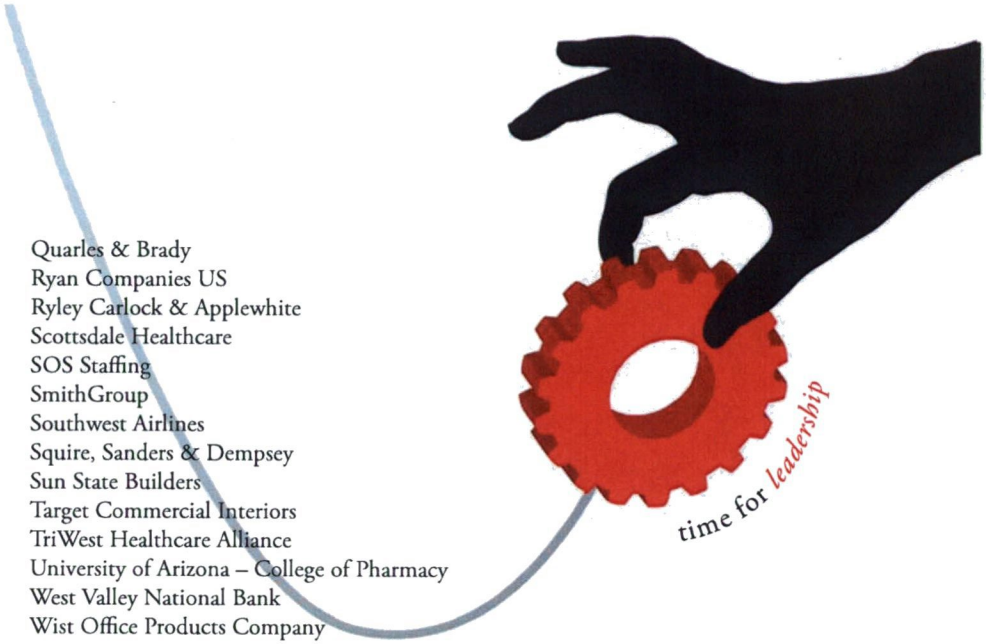
Platinum

AAA Arizona
APS
Alliance Bank
Arizona Cardinals
The Arizona Republic/Gannett Foundation
Arizona State University
AT&T Mobility
Bank of America
Banner Health
Chase
Cox Communications
D.L. Withers Construction
The Dial Corporation / A Henkel Company
DMB Associates
Freeport-McMoRan Copper & Gold
Hensley
Humana
KAET – Channel 8
KTAR
Maricopa Community Colleges
Mayo Clinic
MidFirst Bank
Najafi Companies
National Bank of Arizona
PetSmart
Phoenix Suns
St. Joseph's Hospital and Medical Center
SolarCity
SRP
SUMCO Phoenix Corporation
University of Phoenix
USAA
US Airways
Verizon Wireless
Waste Management
Wells Fargo Arizona
Westcor

Gold

Arizona Diamondbacks
Austin Commercial
BlueCross BlueShield of AZ
Bruce A. Bodner Company
Cancer Treatment Centers of America
CB Richard Ellis
Coe & Van Loo Consultants
Colliers International
Compass Bank
CoStar Group
Cushman & Wakefield
Deloitte.
DGP Architecture, Design and Development
El Dorado Holdings
Ensemble DevMan of Arizona
Fennemore Craig
Global Water
Grubb & Ellis
Holder Construction
Howard S. Wright Constructors
Inhouse Assist
Leo A. Daly
Lewis and Roca
M&I Bank
McCarthy Building Companies
Mohave Sun Power
Mortenson Construction
NAI Horizon
PayPal
Phoenix Children's Hospital
RED Development
SCF Arizona
Schaller Anderson
Sindel Technology Solutions
Snell & Wilmer
Southwest Gas Corporation
Sun Health Properties
Sundt Construction
Superlite Block
Thomas J. Klutznick
Thunderbird School of Global Management
The Weitz Company

gpec*stakeholders*



Silver

Ameriprise Financial
Avnet
Bridgers & Paxton Consulting Engineers
Bryan Cave
Clear Channel Outdoor
CMX
Cold Stone Creamery
Columbia West Capital
Covance
Deutsch Architecture Group
Dircks Corporate Relocation Management Services
DPR Construction
The Ellman Companies
Fervor Creative
Gammage & Burnham
Gensler
Grant Thornton
Greenberg Traurig
Hidden Valley Moving
Intel Corporation
Jennings, Strouss & Salmon
Johnson Carlier
Kitchell Corporation
KPMG
Landmark Property
MSS Technologies
Nova Home Loans
On Q Financial
Open Doors
Osborn Maledon
The Plaza Companies
Quarles & Brady
Ryan Companies US
Ryley Carlock & Applewhite
Scottsdale Healthcare
SOS Staffing
SmithGroup
Southwest Airlines
Squire, Sanders & Dempsey
Sun State Builders
Target Commercial Interiors
TriWest Healthcare Alliance
University of Arizona – College of Pharmacy
West Valley National Bank
Wist Office Products Company

Bronze

Adolfson & Peterson Construction
Applied Economics
Arizona Office Technologies
Carefree Partners
Davis
De Rito Partners
Gallagher & Kennedy
Irgens Development
Land Advisors Organization
Landiscor Aerial Information
Northern Trust Bank
The Orcutt/Winslow Partnership
Perini Building Company
Plant Solutions
Sunstate Equipment Company

fy10*metrics*

	Threshold	Target	Stretch
Payroll Generated	$69.7M	$76.7M	$84.3M
Number of Jobs	1,620	1,800	1,980
Jobs in High-Wage Industries			
High-Wage Jobs	968	1,075	1,183
Average High-Wage Salary	$51,554	$56,709	$62,380
Emerging Technology Assists	8	10	12
Total Number of Qualified Prospects	170	188	208
Total Number of Qualified International Prospects	8	10	12
Total Reach of Editorial Placements	15M	16.5M	18M
Value of Editorial Impact	$3M	$4M	$5M
Stakeholder Satisfaction with Product Marketing	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 the Executive Committee*

california*opportunities*

FY09 Milestones

Launched "Arizona Sun Corridor: Open for Business."
Partnered with Tucson Regional Economic Opportunities (TREO) to place a contractor in California to gather market intelligence and qualify companies poised to expand.

Traveled California with mayors.
Involved mayors from GPEC member communities in leading delegations and exploratory missions to San Francisco / San Jose, Los Angeles and San Diego.

Deepened strategic partnerships.
Increased outreach to industry associations and technology-based organizations to identify potential partnerships and raise awareness of Greater Phoenix among niche networks.

FY10 Action Items

Intensify California effort.
Broaden "Arizona Sun Corridor" initiative to include other state partners (ie, Yuma, Flagstaff, Pinal County). Compliment contractor work with focused marketing and media activities.

Scale California.
Duplicate prospecting and pursue synergies, matching industry concentrations in key markets (ie, Minnesota and Tennessee for health care) where Arizona may benefit. Continue mayor-led missions.

Initiate outbound call initiative.
Add business development capacity to generate leads and prospects in target industries and select markets. Build a robust strategy that works in concert with other domestic and international contracts.

Add value chain.
Reach out to companies in the region and their respective communities to spur new growth and investment opportunities.

Leadership Role

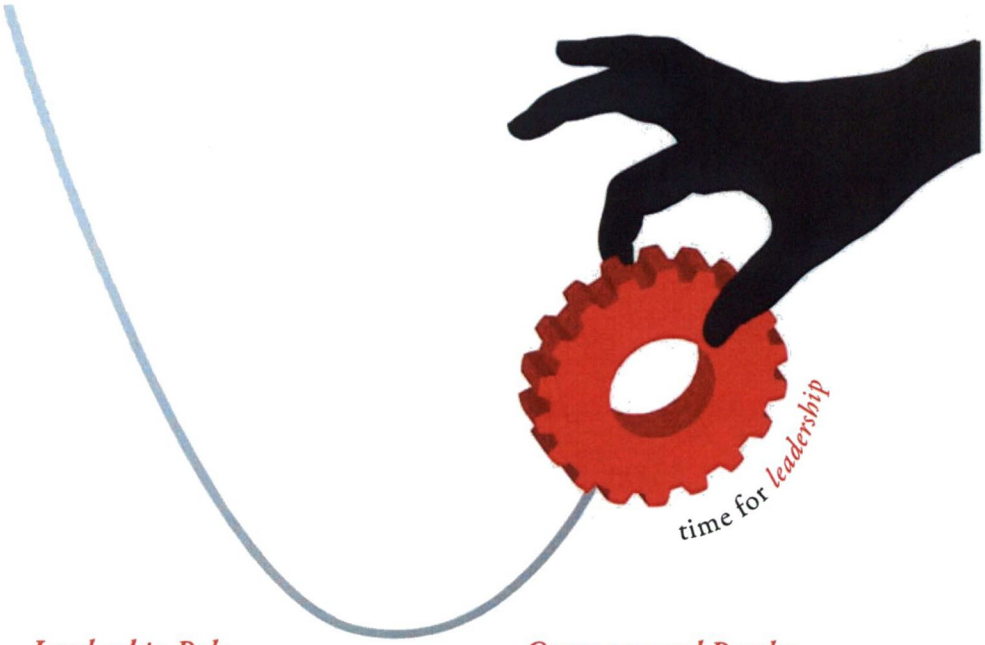
Directors, CBC and Ambassadors
- Provide competitor-market expertise, and communicate opportunities to expand GPEC's reach.
- Connect GPEC to high-level decision-makers.
- Maintain relationships with locates and support community integration.
- Host prospects to a showcase of regional assets and leverage sporting events.

Economic Development Directors Team
- Facilitate deal closures.
- Encourage prospect introductions to mayors, city council and local industry leaders where appropriate.

Outcomes and Results

Helps achieve FY10 metrics:
- Pipeline of qualified prospects
- Total number of jobs created
- Number of high-wage jobs created
- Payroll generated

international*scope*



FY09 Milestones

Increased international pipeline.
Expanded lead and prospect interest from international firms through state contractors, industry associations and global partners.

Supported Phoenix-Dubai partnership agreement.
Provided initial support to Phoenix in establishing a direct relationship between both regions for economic development.

Hosted international guests at NFL ExecuTour.
Conducted familiarization tour for 16 chief-level executives from companies with expansion plans. Of these were five international solar companies based in Germany, Austria and Spain.

FY10 Action Items

Expand state international attraction efforts.
Collaborate with urban, emerging and rural communities to fund a new mechanism that oversees foreign direct investment activity in Arizona.

Delve into Germany, Spain and Canada.
Target between 2-4 international sales missions to gain insight on emerging opportunities in renewable energy, life sciences or next-generation technologies.

Leverage California.
Align contractor efforts to generate leads and prospects for international companies with a presence in California.

Leadership Role

International Leadership Council
- Provide competitor-market expertise, and communicate opportunities to expand GPEC's reach.

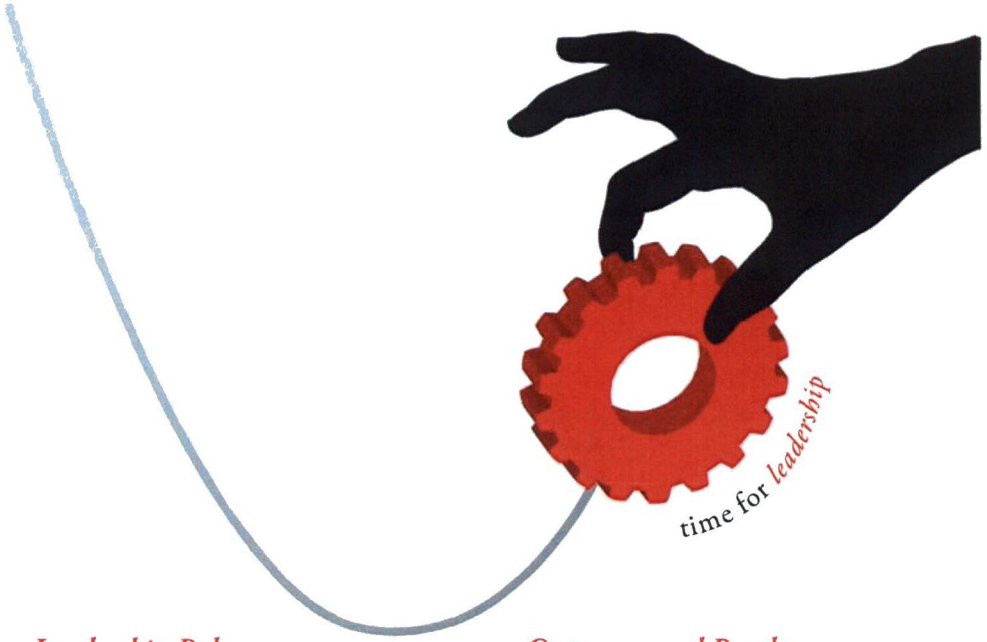
Directors, CBC and Ambassadors
- Connect GPEC to high-level decision-makers.
- Maintain relationships with international locates and support community integration.
- Host prospects to a showcase of regional assets and leverage sporting events.

Economic Development Directors Team
- Facilitate deal closures.
- Encourage prospect introductions to mayors, city council and local industry leaders where appropriate.

Outcomes and Results

Helps achieve FY10 metrics:
- Pipeline of qualified prospects
- Total number of jobs created
- Number of high-wage jobs created
- Payroll generated

renewable*energy*promise



FY09 Milestones

Increased community engagement in pursuit of renewable energy investments.
Engaged EDDTs in targeted sales missions built around solar conferences and inspired mayor-involvement in policy change efforts.

Built network of stakeholders committed to creating a renewable energy/solar cluster in Arizona.
Activated stakeholders to participate in town hall events, write op-eds and reach out to legislators in support of solar.

Conducted research to maintain intelligence on competitiveness efforts.
Maintained up-to-date information on efforts by other states to facilitate renewable energy investments.

Launched statewide communications plan to educate public on Arizona's renewable energy opportunity.
Generated more than 100 stories over a three-month period in print, online and broadcast mediums.

FY10 Action Items

Create innovative solutions to increase Arizona's competitiveness.
Continue facilitating creative ways for communities to land renewable energy projects.

Monitor and learn from best practices of other states.
Maintain database of information on renewable energy policies and recruitment efforts of other states, especially those in Mountain West.

Maintain momentum created by network of stakeholders and partners.
Explore ways to continue strategic engagement and communication with network of renewable-energy supporters.

Leverage experts.
Utilize expertise of GPEC's Techonomy Leadership Council toward attracting renewable energy investments and creating a more competitive environment.

Leadership Role

Techonomy Leadership Council
- Develop comprehensive set of recommendations to enhance Arizona's competitiveness.
- Share market intelligence.

Directors, CBC and Ambassadors
- Support positive changes in state policy.
- Lend unique perspective toward building a solar cluster in Arizona.

Economic Development Directors Team
- Support positive changes in state policy.
- Encourage community leadership to remain engaged in renewable energy effort.

Outcomes and Results

Helps achieve FY10 metrics:
- Pipeline of qualified prospects
- Total number of jobs created
- Number of high-wage jobs created
- Payroll generated

health*care*expansion

FY09 Milestones

Increased local health care community participation.
Added more than 15 members to council, including local top-level executives, through a focus on barriers limiting the growth of existing companies and impeding the region's competitiveness.

Established a hospital consortium.
Formed a sub-council to specifically address the lack of affordable wet-lab space needed to attract companies and facilitate hospital expansions.

Encouraged health care focus among communities.
Educated mayors and local economic development directors about the economic potential and long-term impact of Arizona's health care industry.

FY10 Action Items

Employ competitor-market strategy for health care.
Focus research and business development efforts on health care markets such as Nashville, Houston and Minneapolis to complement the region's existing strengths and projected growth of the industry.

Create prototype that benefits life sciences start-ups.
Collaborate with life sciences partners like InNexus Biotechnology to develop a mentorship program for start-up firms.

Pursue new opportunities in oncology.
Leverage recent announcement between Banner Health and world-renowned cancer center, M.D. Anderson, as latest example of expanding patient care. Market the region's oncology expertise as opportunity for intellectual property development.

Leadership Role

Health Care Leadership Council
- Share market intelligence.
- Connect GPEC to high-level decision-makers.

Directors, Ambassadors, CBC
- Provide competitor-market expertise, and communicate opportunities to expand GPEC's reach.

Economic Development Directors Team
- Facilitate appropriate infrastructure needs in communities.
- Encourage mayoral participation in sales efforts.

Outcomes and Results

Helps achieve FY10 metrics:
- Pipeline of qualified prospects
- Total number of jobs created
- Number of high-wage jobs created
- Payroll generated

gpec*annual*budget

Revenues	FY08-09 Budget	FY08-09 Forecast*	% of total	FY09-10	% of total	Variance**	Change
Public Funds	$ 2,048,661	$ 2,080,900	46.9%	$ 1,976,855	43.9%	$ (104,045)	-5.0%
Private Funds	2,478,000	2,341,923	52.8%	2,525,000	56.0%	183,077	7.8%
Other Income	33,000	11,000	0.2%	5,000	0.1%	(6,000)	-54.5%
Total Revenues	**$ 4,559,661**	**$ 4,433,823**	**100.0%**	**$ 4,506,855**	**100.0%**	**$ 73,032**	**1.6%**
Operating Expenditures							
Business Attraction	$ 3,010,622	$ 2,805,060	63.3%	$ 3,040,615	67.5%	$ 235,555	8.4%
Competitive Position	599,474	$ 710,613	16.0%	712,302	15.8%	1,689	0.2%
Resource Management	1,019,154	$ 973,081	21.9%	1,155,535	25.6%	182,454	18.8%
Expenses	**$ 4,629,250**	**$ 4,488,754**	**101.2%**	**$ 4,908,452**	**108.9%**	**$ 419,698**	**9.3%**
Net Income/(Loss)	**$ (69,589)**	**$ (54,931)**	**-1.2%**	**$ (401,597)**	**-8.9%**	**$ (346,666)**	**631.1%**
Less: Fixed Assets	(33,500)	(33,500)	-0.8%	(50,000)	-1.1%	(16,500)	49.3%
Add: Free Rent***	-	-	0.0%	341,852	7.6%	341,852	100.0%
Add: Depreciation	108,000	108,000	2.4%	110,000	2.4%	2,000	1.9%
Net Cash Movement - Operations	**4,911**	**19,569**	**0.4%**	**256**	**0.0%**	**$ (19,313)**	**-98.7%**
Additional non-recurring expenditures							
Research to support new initiatives[1]	$ 55,000	$ 55,000		$ -		$ (55,000)	-100.0%
Information Technology[2]	$ 33,500	$ 33,500		$ -		(33,500)	-100.0%
Net change in cash reserves	**$ (83,589)**	**$ (68,931)**		**$ 256**		**$ 69,187**	**-100.4%**

Notes

[1] Research in support of new initiatives (Economic Development Toolkit, International, Competitive Position)

[2] IT Initiative to modernize systems approved by Executive Committee in September 2007

* Forecasted results as of April 30, 2009

** Variance FY09-10 budget vs. FY08-09 actual

*** Current negotiations expected to yield one year of free rent

leading*the*way

EXHIBIT B

GPEC PERFORMANCE MEASURES
FY 2009-2010

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

1. Payroll Generated	**$69.7M**
2. Total Number of Jobs Created	**1,620**
3. Total Number of High-Wage Jobs *	**968**
4. Average High-Wage Salary	**$51,554**
5. Number of Qualified Prospects	**170**
6. Total Reach of Editorial Placements/Exposures	**15M**
7. Value of Editorial Exposure	**$3,000,000**

* Jobs in high-wage industries (advanced business services, aerospace, life sciences, renewable energy, high-tech/IT)

EXHIBIT C

TARGETED INDUSTRIES
FY2009-2010

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 2009-2010, GPEC will increase 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; mining support facilities; resort/tourist-oriented development; filmmaking (location shooting)

Avondale
Advanced Business services; renewable energies; BIO/life sciences; advanced manufacturing; high-tech/information technology; recreation; sports; toursim

Buckeye
Advanced business services (insurance and financial services); bioscience (medical devices and pharmaceuticals); high tech (data center and services); environmental technology / sustainability; standard manufacturing; medical and educational institutions; transportation/distribution

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

Fountain Hills
Business services and software; bioscience and senior industries; post-secondary institutions; tourism

Gilbert
Advanced financial/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; sustainability (environmental); advanced material/plastics

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
Business services and software; high-tech electronics; aerospace/aviation; advanced materials; bioscience and senior industries; food, fiber and natural products; transportation/distribution; advanced manufacturing; standard manufacturing; environmental; sustainability

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 2009-2010

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				
JOBS IN HIGH-WAGE INDUSTRIES*				
NUMBER OF HIGH-WAGE JOBS				
AVERAGE HIGH WAGE SALARY				
EMERGING TECHNOLOGY ASSISTS				
QUALIFIED PROSPECTS				
INTERNATIONAL PROSPECTS				
TOTAL REACH OF EDITORIAL PLACEMENTS				
VALUE OF EDITORIAL IMPACT				

* *High-Wage Industries include Advanced Business Services, Aerospace, Life Science, 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** B 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.

Cert ID 9124

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/31/2009

PRODUCER
Aon Private Risk Management - Glenview
1000 Milwaukee Avenue
Glenview IL 60025
(847) 953-6358 (847) 953-2322

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
Greater Phoenix Economic Council

2 N Central Avenue Suite 2500
Phoenix AZ 85004

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Hartford Casualty Insurance Co	29424
INSURER B: Twin City Fire Insurance Compa	29459
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC	83UUNIU4388	10/15/2008	10/15/2009	EACH OCCURRENCE	$ 1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
						MED EXP (Any one person)	$ 10,000
						PERSONAL & ADV INJURY	$ 1,000,000
						GENERAL AGGREGATE	$ 1,000,000
						PRODUCTS - COMP/OP AGG	$ 1,000,000
						Empl Benefits Aggregate	1,000,000
A		AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS	83UUNIU4388	10/15/2008	10/15/2009	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
						BODILY INJURY (Per person)	$
						BODILY INJURY (Per accident)	$
						PROPERTY DAMAGE (Per accident)	$
		GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT	$
						OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
A		EXCESS/UMBRELLA LIABILITY X OCCUR CLAIMS MADE DEDUCTIBLE X RETENTION $ 10,000	83XHUIU4425	10/15/2008	10/15/2009	EACH OCCURRENCE	$ 4,000,000
						AGGREGATE	$ 4,000,000
							$
							$
							$
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	83WERE7837	10/15/2008	10/15/2009	X WC STATU-TORY LIMITS OTH-ER	
						E.L. EACH ACCIDENT	$ 1,000,000
						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
						E.L. DISEASE - POLICY LIMIT	$ 1,000,000
B		OTHER Directors & Officers	NOA1309777	3/25/2009	3/25/2010	Directors & Officers Limit $5,000,000 Employment Practices Each Claim $5,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Certificate Holder is added as an Additional Insured excluding Workers' Compensation and Employers' Liability as required by written contract but limited to the operations of the Insured under said contract, and always subject to the policy terms, conditions and exclusions.
Cancellation Provision shown herein is subject to shorter or longer time periods depending on the jurisdiction of and reason for, the cancellation.

CERTIFICATE HOLDER

City of Peoria

8401 W Monroe Street

Peoria AZ 85345

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

© ACORD CORPORATION 1988

5/31/2009

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.