

**AGREEMENT BETWEEN
THE GREATER PRESCOTT REGIONAL ECONOMIC PARTNERSHIP
AND THE TOWN OF PRESCOTT VALLEY**

The Council of the Town of Prescott Valley has approved participation in and support of the Regional economic development program of the GREATER PRESCOTT REGIONAL ECONOMIC PARTNERSHIP (“GPREP”), an Arizona non-profit corporation. The purpose of this agreement (“Agreement”) is to set forth the Regional economic development program that GPREP agrees to undertake, the support that Prescott Valley agrees to provide, the respective roles of GPREP and Prescott Valley and the payments of Prescott Valley to GPREP for the fiscal year July 1, 2014 - June 30, 2015.

NOW, THEREFORE, in consideration of the mutual promises contained herein, Prescott Valley and GPREP agree as follows:

I. RESPONSIBILITIES OF GPREP

A. MISSION: GPREP works to create a Regional identity to assist local companies expand, attract new quality businesses, and foster capital investment in the Greater Prescott Region (“the Region”), thereby making the Region more competitive with other Regions.

B. GOALS: GPREP 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. GPREP’s primary role is developing the Region’s market intelligence strategy for high wage, base industry clusters in coordination with representatives of GPREP member communities.
2. Retention and expansion of existing businesses within GPREP member communities is primarily a local issue.
3. GPREP will support its member communities’ efforts to retain and expand existing businesses through coordinating Regional support and providing research on key retention and expansion projects.

4. GPREP will advise its member communities when an existing company contacts GPREP regarding a retention or expansion issue, subject to any legal or contractual non-disclosure obligations.

D. ACTION PLAN AND BUDGET: In accordance with the Mission, Goals and Retention and Expansion Policy set forth above and subject to the availability of adequate funding, GPREP shall implement the Action Plan and Budget adopted by GPREP's Board of Directors, a copy of which has been delivered to Prescott Valley, receipt of which is hereby acknowledged. A summary of the Action Plan is attached hereto as **Exhibit A** ("GPREP Action Plan"). Prescott Valley shall be informed of any changes in the adopted GPREP 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, Prescott Valley acknowledges and agrees that GPREP 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 GPREP Action Plan as required by a result of changing market conditions, funding availability, unforeseen expenses or other circumstances beyond GPREP's reasonable control. GPREP shall solicit the input of Prescott Valley on the formulation of future marketing strategies.

E. ECONOMIC DEVELOPMENT SERVICES: GPREP's implementation of the GPREP Action Plan and economic development services under this Agreement shall generally be encouragement of new industries, businesses, service, investments, and resources to come into the Region. This involves the cooperation and coordination with each member community, local business and organizations. In the event of changing market conditions, funding availability, unforeseen expenses or other circumstances beyond GPREP's reasonable control, these performance targets may be revised with the prior written approval of a majority of the designated members of GPREP's Economic Development BAT ("BAT").

The parties acknowledge that GPREP is a cooperative organization effort among GPREP and its member communities. Accordingly, Prescott Valley and GPREP covenant and agree to work together in a productive and harmonious manner, to cooperate in furthering GPREP's goals. Prescott Valley and GPREP further covenant and agree to comply with the Regional Cooperation Protocol, attached hereto as **Exhibit B**, in all material respects.

GPREP's services are to be conscientiously and diligently pursued, guided by the GPREP Action Plan. GPREP will meet with the BAT on a monthly basis to provide 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 breach hereunder unless GPREP (i) fails to inform Prescott Valley of such event or (ii) fails to meet with BAT to present a plan for improving its performance during the balance of the term of the Agreement, which, if GPREP fails to comply with either step, will constitute breach for which Prescott Valley may terminate this Agreement as outlined below.

F. REPORTS: GPREP shall provide to Prescott Valley the following reports and information on a quarterly basis:

1. A quarterly progress report of achievements outlined in the GPREP' Action Plan.
2. The project name and information of individuals or entities inquiring during the quarter about starting or expanding a business in the Region.
3. An annual report to Prescott Valley for the current year ending June 30, 2015.

II. RESPONSIBILITIES OF PRESCOTT VALLEY

A. STAFF SUPPORT OF GPREP EFFORTS: Prescott Valley or its designee shall provide staff support to GPREP's economic development efforts as follows:

1. Prescott Valley shall respond to leads or prospects referred by GPREP in a professional manner within the time frame specified by the lead or prospect if Prescott Valley desires to compete and if the lead is appropriate for the Prescott Valley as outlined in the P-Track Policy attached hereto as **Exhibit C**. When available, Prescott Valley agrees to provide its response in the format developed jointly by the BAT and GPREP;
2. Prescott Valley shall provide appropriate local hospitality, tours and briefings for prospects visiting sites in Prescott Valley's geographic area;
3. Prescott Valley shall provide an official economic development representative to represent Prescott Valley on the BAT;
4. Prescott Valley shall cooperate in the implementation of GPREP/BAT process improvement recommendations including the use of common presentation formats, exchange of information on prospects with GPREP's staff, the use of shared data systems, land and building data bases and private sector real estate industry interfaces;
5. Prescott Valley or its designee shall use its best efforts to respond to special requests by GPREP for particularized information about Prescott Valley;
6. In order to enable GPREP to be more sensitive to Prescott Valley's requirements, Prescott Valley may, at its sole option deliver to GPREP copies of any Prescott Valley approved economic development strategies, work plan, programs and evaluation criteria. GPREP shall not disclose the same to the other participants in GPREP or their representatives;

7. Prescott Valley shall utilize its best good faith efforts to cause an economic development professional representing Prescott Valley to attend all marketing events and other functions to which Prescott Valley has committed itself; and
8. Prescott Valley agrees to work with GPREP to improve Prescott Valley's competitiveness and market readiness to support the growth and expansion of the targeted industries as identified for Prescott Valley.

B. RECOGNITION OF GPREP: Prescott Valley agrees to recognize GPREP as Prescott Valley's officially designated Regional economic development organization for marketing the Region.

III. ADDITIONAL AGREEMENTS OF THE PARTIES:

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

B. COMPENSATION:

1. Prescott Valley agrees to pay **\$40,000.00** in regular monthly installments for services to be provided by GPREP pursuant to the Agreement during the fiscal year ending on June 30, 2015, as set forth in this Agreement. The payments by Prescott Valley may, upon the mutual and discretionary approval of the board of directors of GPREP and Prescott Valley's 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 GPREP by other local governments which support GPREP.
2. Funding of this Agreement shall be subject to the annual appropriations of funds for this activity by the Prescott Valley Council pursuant to the required budget process of Prescott Valley;
3. Nothing herein shall preclude Prescott Valley from contracting separately with GPREP for services to be provided in addition to those to be provided hereunder, upon terms and conditions to be negotiated by Prescott Valley and GPREP; for which GPREP shall submit invoices for payment on an annual basis.

4. Agreement Term. Unless otherwise stated this Agreement shall be effective from July 1, 2014 through June 30, 2015.

IV. GENERAL PROVISIONS:

- A. COVENANT AGAINST CONTINGENT FEES:** GPREP warrants that no person or selling agent has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee.
- B. PAYMENT DEDUCTION OFFSET PROVISION:** GPREP recognizes the provisions of Prescott Valley's code may require that no payment be made to any contractor as long as there is any outstanding obligation due to Prescott Valley, and directs that any such obligation may be offset against payment due to GPREP.
- 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 Prescott Valley and GPREP. At all times during the term of this Agreement, GPREP shall be an independent contractor and shall not be an employee of Prescott Valley. GPREP shall have no authority, express or implied, to act on behalf of Prescott Valley in any capacity whatsoever as an agent of Prescott Valley. GPREP shall have no authority, express or implied, pursuant to this Agreement, to bind Prescott Valley to any obligation whatsoever.
- E. COMPLIANCE WITH APPLICABLE FEDERAL AND STATE LAWS REQUIRED.** GPREP understands and acknowledges that it shall at all times comply with all applicable laws, statues, rules, regulations, and ordinances in their performance under this Agreement.
- F. TERMINATION.** Prescott Valley shall have the right to terminate this Agreement if GPREP 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 thirty (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 GPREP by Prescott Valley; 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 thirty (30) days, no event of default shall be deemed to have occurred or to exist if, and so long as, GPREP shall commence such action within that period and diligently and continuously prosecute the same to completion within ninety (90) days or such longer period as

Prescott Valley may approve in writing. Termination of this Agreement shall be Prescott Valley's sole and exclusive remedy arising from a breach of this Agreement by GPREP.

G. PRESCOTT VALLEY'S REVIEW OF GPREP RECORDS. GPREP must keep all Agreement records separate and make them available for audit by Prescott Valley personnel upon request.

H. 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 Prescott
Valley:

Larry Tarkowski
Prescott Valley Town Manager
Town of Prescott Valley
7501 E. Civic Circle
Prescott Valley, Arizona 86314
Phone: 928-759-3102
Fax: 928-759-3125

If to GPREP:

Steve Rutherford
President
Greater Prescott Regional Economic Partnership
7351 East Civic Circle, Room 143
Prescott Valley, Arizona 86314
Phone: (928) 772-4883
FAX: (928) 775-6165

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.

I. NO WAIVER. Except as otherwise expressly provided in this Agreement, any failure or delay by any party in asserting any of its rights hereunder will not operate as a waiver of any such future rights.

J. 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.

K. CAPTIONS. The captions contained in this Agreement are merely a reference and are not to be used to construe or limit the text.

L. 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 and the below-listed exhibits which are incorporated herein by this reference, constitutes the entire understanding and agreement of the parties.

Exhibit A – GPREP Action Plan
Exhibit B – Regional Cooperation Protocol
Exhibit C – P-Track Policy

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 Prescott Valley or GPREP, and all amendments hereto must be in writing and signed by the appropriate authorities of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed the Agreement this ____ day of _____, 2014.

Prescott Valley, a municipal corporation

By: _____

ATTEST:

By: _____
Its: Prescott Valley Clerk

APPROVED AS TO FORM:

By: _____
Its: Attorney

GREATER PRESCOTT REGIONAL ECONOMIC
PARTNERSHIP
an Arizona nonprofit corporation

By: _____
Steve Rutherford President

Exhibit A

GPREP Action Plan

Exhibit B

Regional Cooperation Protocol

Exhibit C

P-Track Policy