

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, 2016 - June 30, 2017.

I. RESPONSIBILITIES OF GPREP

A. MISSION: GPREP works with the Quad Cities of Prescott, Prescott Valley, Chino Valley, and Dewey-Humboldt to create a Regional identity in order to make the Region more conducive for local companies seeking to expand and more competitive in the attraction of new quality businesses and capital investment to the Greater Prescott Region (“the Region”).

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 within the targeted economic clusters.
2. Leveraging public and private partners and resources to locate qualified prospects, improve overall competitiveness, and sustain regional vitality.

C. RETENTION AND EXPANSION POLICY:

1. GPREP’s primary role is developing the Region’s marketing strategy for the attraction of high wage, base industry jobs within defined industry clusters in coordination with representatives of GPREP member communities; therefore, retention and expansion of existing businesses is primarily a local community responsibility.
2. GPREP will support its member communities’ efforts to retain and expand existing businesses through coordinating Regional support and providing data for the retention and expansion projects.
3. 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 the **updated 2013-2016 Action Plan** (to be hereunto referenced as the 2016-2019 Strategic Plan) will be available upon request. Prescott Valley was informed of any changes in the originally adopted GPREP Action Plan, which will materially affect or alter the priorities established therein. GPREP has

solicited the input of Prescott Valley on the update to the existing *2013-2016 Action Plan*.

- E. ECONOMIC DEVELOPMENT SERVICES:** GPREP’s implementation of the *2016-2019 Strategic Plan* and economic development services under this Agreement shall be to market the Region and encourage new industries, businesses, services, investments, and resources to locate within the Region. This initiative involves the cooperation and coordination among each member community, local business and organizations. Accordingly, Prescott Valley and GPREP covenant and agree to work together in a productive and harmonious manner to further GPREP’s mission through the implementation of the goals outlined in the *2016-2019 Strategic Plan*. Prescott Valley and GPREP further covenant and agree to comply with the Regional Cooperation Protocol as provided as **Attachment A**.

In the event of changing market conditions, funding availability, unforeseen expenses, or other circumstances beyond GPREP’s reasonable control, the strategies outlined in the *2016-2019 Strategic Plan* may be revised with the input and approval from the designated members of GPREP’s Economic Development Business Action Team (“BAT”). The BAT is comprised of economic development and management staff from the four municipalities, higher education, economic development organizations, the Yavapai-Prescott Indian Tribe, state agencies, and others involved in the economic development in the Region. GPREP will facilitate monthly meetings with the Business Action team to discuss and make decisions that relate to the implementation of the *2016-2019 Strategic Plan*.

- F. REPORTS:** GPREP shall provide to Prescott Valley the following reports and information at scheduled Board and BAT Meetings:
1. A report on achievements outlined in the *2016-2019 Strategic Plan*.
 2. A list of individuals and/or entities inquiring about starting or expanding a business in the Region and any follow-up to those inquiries.
 3. An annual written report to Prescott Valley at the end of each fiscal year.
 4. A minimum of one presentation to the Town Council during each fiscal year.

II. RESPONSIBILITIES OF PRESCOTT VALLEY

- A. STAFF SUPPORT:** Prescott Valley or its designee shall provide staff support to GPREP’s economic development efforts as follows:
1. Prescott Valley shall provide an economic development representative to the BAT.
 2. Prescott Valley shall cooperate in the continued improvement on how the Region responds to business inquiries in terms of format, content, and communication.
 3. Prescott Valley shall respond to leads or prospects referred by GPREP in a professional manner and within the time frame specified by the lead or prospect, if Prescott Valley desires to submit a package for consideration as outlined in the Project Tracking Policy (P-Track) provided as **Attachment B**.

When available and applicable, Prescott Valley agrees to provide its response in the format developed jointly by the BAT and GPREP.

4. Prescott Valley shall provide appropriate local hospitality, tours, and briefings for prospects visiting building and sites within the town limits of Prescott Valley.
5. Prescott Valley or its designee shall respond in a timely manner to any requests by GPREP for information about the town for marketing materials, business development activities, such as trade shows, and business inquiries.
6. In order to enable GPREP to be more sensitive to Prescott Valley's internal requirements and operating procedures, 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 municipalities or participants in GPREP or their representatives.
7. Prescott Valley shall utilize its best good faith efforts to appoint an economic development professional to represent Prescott Valley at all marketing events and other functions in which Prescott Valley has committed itself.
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 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** for services to be provided by GPREP pursuant to the Agreement during the fiscal year ending on June 30, 2017, as set forth in this Agreement. The payment 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; and GPREP shall submit invoices for payment on a quarterly basis.
4. Agreement Term: Unless otherwise state in this Agreement shall be effective from July 1, 2016 through June 30, 2017.

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

If to GPREP: Dane Beck, 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 “Attachments” which are incorporated herein by this reference, constitutes the entire understanding and agreement of the parties.

Attachment A – Regional Cooperation Protocol
Attachment B – 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 15th day of September, 2016.

Prescott Valley, a municipal corporation

By: _____

ATTEST:

By: _____
Its: Diane Russell, Town Clerk

APPROVED AS TO FORM:

By: _____
Its: Ivan Legler, Town Attorney

GREATER PRESCOTT REGIONAL
ECONOMIC PARTNERSHIP, an Arizona
nonprofit corporation

By: _____
Dane Beck, President

Attachment A: Protocol Agreement

Greater Prescott Regional Economic Partnership and Municipal Members of the Business Action Team (BAT)

The foundation of this document is built on trust and the spirit of Regional cooperation among the entities involved. GPREP and the municipal members of the BAT should work together as partners on projects involving the communities in which GPREP represents, regardless of the source of the lead.

1. GPREP Team Partners will demonstrate a commitment to the positive promotion of the Greater Prescott Region and its member communities in order to establish a globally competitive Region.
2. GPREP Team Partners will maintain the highest standards of economic development prospect handling, including confidentiality, without jeopardizing a prospect's trust in locating within the Region. Partners agree to respect the prospect's request for confidentiality but also agree to notify each other as to the existence, if it does not breach any confidentiality agreement, and shall make a good-faith effort to involve the appropriate state, Regional or local partners at the earliest stage possible during the business development discussions.
3. Unless otherwise restricted, agree to coordinate through GPREP for any prospect considering a project in any of the communities that GPREP represents, understanding that GPREP is in a unique position to represent and speak on Regional economic development issues and on characteristics of the Region's economy. Likewise, GPREP recognizes that the Arizona Commerce Authority is the exclusive organization leading the state's economic development efforts and that Arizona Commerce Authority is in a unique position to represent and speak on state incentives, programs and major policy matters. GPREP and Arizona Commerce Authority also acknowledge that communities are in the best position to speak about local incentives and efforts surrounding the local economy.
4. For projects that originate within a GPREP member community, GPREP will be available to provide any data and information to add value in the securing of the project. Additionally, GPREP will not P-Track the project unless the community lead makes such a request to do so.
5. GPREP will facilitate a BAT with representation from each of the municipalities, Yavapai-Prescott Indian Tribe, NACOG, Yavapai College, a Chamber of Commerce Representation, and Utilities.
6. GPREP Team Partners will provide accurate and timely information in response to specific requests by all prospects. When a client has narrowed sites to specific GPREP member communities, GPREP will make a good-faith effort to inform those affected BAT members first. BAT members agree to provide information solely on their own community when the information requested is site-specific (i.e.,

cost of land, taxes, development fees, utility availability and cost, zoning process timing, permit timing and local incentives). When site-specific information related to other GPREP communities is requested, BAT members agree to (i) direct GPREP prospects back to GPREP or (ii) direct non-GPREP generated prospects to contact the affected communities directly, and as a courtesy.

7. Prospect source and the determination of any lead prospect will follow the policies of the GPREP P-Track agreement as developed and agreed upon the member communities.
8. Agree that regardless of lead source, public locate announcements shall be coordinated among the company, GPREP member community, and GPREP to reflect inclusiveness and cooperation of all partners.
9. Encourage collaborative efforts to expand or relocate businesses within the Region and prohibit preparatory use of local financial incentives for existing jobs to companies with current operation in another GPREP community.
10. Inform GPREP member community prior to or as soon as possible when a company visits or physical site visit within their community will occur. BAT members will be the primary point of contact for the company when community information is needed.
11. Formalize a process to convene GPREP, Arizona Commerce Authority staff, and BAT member communities semi-annually, and cooperate in the exchange of information and ideas reflecting practices, procedures and policies relating to prospect handling and Regional economic development.
12. Work collectively to maintain a high level of trust and integrity by and between GPREP, Arizona Commerce Authority and the BAT of GPREP member communities.
13. If there is evidence that the protocol has not been followed or a professional conflict arises, the matter will be referred to the BAT. If the matter cannot be resolved by the BAT, the GPREP President will review the matter and may, at his or her discretion, consult or involve the GPREP Board. Disciplinary action may be taken as determined by the Board of Directors.
14. Partners agree to abide by this protocol agreement and uphold the highest standards of Regional economic development cooperation. Partners agree to uphold the highest standards of Regional and statewide economic development cooperation.

Attachment B: Project Tracking (P-Track) Policy

The P-Track is GPREP's standard process of distributing, collecting, and sharing a prospect's request for available real estate with GPREP member communities. The process, as outlined below, is designed to provide value to the Business Action Team (BAT) partners by maintaining an equal opportunity for response by all our member communities in order to give the best information to our prospects within a timely manner. For every prospect/client that requests such assistance, GPREP will, within 24 hours, email a P-Track request to all communities for available real estate and other data needed that matches each client's specifications. It is also agreed that the following scenarios below GPREP will not send or share a P-Track:

- Prospect is already represented by a real estate professional who will be handling the real estate search.
 - Community is the lead, and prospect was brought to GPREP by a local BAT partner.
 - Prospect has asked GPREP not to pursue a real estate search.
- A. The P-Track will be sent to all BAT members unless Prospect has a chosen or narrowed geographic area under consideration. Possible criteria for delivery to less than the full BAT membership include but are not limited to:
1. Proximity to a client;
 2. Vendor;
 3. Airport;
 4. Transportation corridor for export or import;
 5. University/Community College;
 6. Cluster of like businesses; and
 7. Labor Force.
- B. Once the P-Track is sent to the applicable BAT partners, the BAT partners will respond within the timeframe set by the client.
- C. P-Track emails will be retained for three-years after initial send date or 12 months after the project has officially closed. Additionally, GPREP will have electronic or written verification from the prospect if the geographic area for the P-Track is less than full BAT membership.
- D. GPREP will include all properties, submitted by BAT partners, which meet the minimum specifications as outlined by the Prospect. If properties are submitted that do not meet specifications, GPREP will notify the community that the sites were eliminated.
- E. Upon receipt of community submittals from BAT partners, GPREP will compile the available real estate package and send it to the Prospect within one business day.
- F. GPREP will send a new P-Track out for any clients whose real estate requirements have changed in a way that will allow additional community submittals for consideration.
- G. Community disputes on any adherence to this policy will be addressed as outlined in the GPREP Protocol Agreement.