

GREATER PHOENIX ECONOMIC COUNCIL AND PINAL COUNTY STRATEGIC ALLIANCE AGREEMENT

Upon execution (“Effective Date”) by the parties hereto, this agreement shall constitute a STRATEGIC ALLIANCE AGREEMENT (this “**Agreement**”), by and between **Greater Phoenix Economic Council**, an independent 501(c)(3) non-profit corporation with a place of business at 2 N. Central Avenue, Suite 2500, Phoenix, Arizona 85004 (hereinafter referred to as “**GPEC**”), and **Pinal County, Arizona**, with a place of business at 135 N. Pinal Street, Florence, Arizona 85132 (hereinafter referred to as “**Pinal County**” or “**County**”). GPEC and Pinal County are referred herein together as the “**Parties**” and each, individually, as a “**Party**.”

RECITALS

- A. GPEC is a charitable organization that actively works to attract and grow quality businesses and advocate for the competitiveness of Greater Phoenix. As a regional economic development organization, GPEC works with 22 member communities and more than 200 private investors to accomplish its mission and serve as a strategic partner to companies across the world as they expand or relocate.
- B. Pinal County is a governmental body in Arizona that enhances the lives of citizens by providing essential services, including, among other duties, those related to economic and workforce development (“**Pinal County Services**”). For the purposes of providing economic development services, the County is authorized by A.R.S. 11-254 and 11-254.04 to conduct and make expenditures for economic development activities which are determined by the Board to assist in the creation or retention of jobs or otherwise promote the economic welfare of the inhabitants of the County.
- C. Pinal County would like to initiate membership in GPEC beginning on January 1, 2024. It seeks initial advisory representation on the Economic Development Director’s Team (“**EDDT**”) and the Mayors and Supervisors Council. For these advisory memberships, Pinal County will provide a pro-rated contribution of \$75,000 for the remainder of the 2023–24 fiscal year.
- D. Additionally, beginning in the 2024–25 fiscal year (on July 1, 2024), Pinal County would like full GPEC community membership, which will include two (2) assigned seats on the Board of Directors – one for a County Supervisor and one for an executive from a Pinal County company. When filling the latter private sector board seat, Pinal County will prioritize a company invested in the GPEC mission. Subject to Board of Supervisors approval, for this membership, Pinal County will provide an annual contribution of \$150,000.
- E. GPEC plans to provide Pinal County with economic development support focused on marketing Pinal County to generate positive exposure and qualified business/industry prospects, as set forth below (“**GPEC Services**”).

- F. The Parties agree that this contract is being executed for economic development and public purposes; is for the benefit of the public; will allow collaboration amongst other communities; allow access to GPEC analytical data; provide introduction to national site selectors; allow an opportunity to create a regional policy related to economic development; will create economies of scale between Pinal County and GPEC; and will assist in the creation or retention of jobs and otherwise improve or enhance the economic welfare of the inhabitants of Pinal County.

AGREEMENT

NOW, THEREFORE, in consideration of the promises and the mutual covenants and conditions contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. **Definitions.** When used in this Agreement, the following terms will have the following meanings:

“**Confidential Information**” means, with respect to a Party, all information concerning or related to the business, operations, financial condition or prospects of such Party (whether prepared by such Party, its representatives or otherwise, and regardless of the form in which such information appears and whether or not such information has been reduced to a tangible form), and will specifically include (without limitation): (i) all information regarding the shareholders, members, directors, officers, employees, customers, suppliers, distributors, sales representatives and licensees of such Party, in each case whether past, present or prospective; (ii) all intellectual property, software, data, databases, designs, inventions, discoveries, trade secrets, processes, techniques, methods, formulae, ideas and know-how of such Party; (iii) all financial statements, audit reports, budgets, and business plans or forecasts of such Party; and (iv) all notes, analyses, compilations, studies, interpretations, or other documents prepared by or for the receiving Party that contain, reflect, or are based upon, in whole or in part, the Confidential Information of the disclosing Party.

The term “Confidential Information” does not include, with respect to a Party, information that (i) is or becomes generally available to the public other than as a result of an unauthorized disclosure by the receiving Party or any of its representatives; (ii) was within the receiving Party’s possession prior to its being furnished to such receiving Party by the disclosing Party pursuant hereto; provided, that the source of such information was not known by such receiving Party to be bound by a confidentiality agreement with, or other contractual, legal, or fiduciary obligation of confidentiality to, the disclosing Party with respect to such information; (iii) becomes available to the receiving Party on a non-confidential basis from a source other than the disclosing Party; provided, that such source is not bound by a confidentiality agreement with, or other contractual, legal, or fiduciary obligation of confidentiality to, the disclosing party with respect to such information; or (iv) is independently developed by the receiving Party without violating any of the receiving Party’s obligations under this Agreement.

“**Effective Date**” means the effective date of this Agreement, which shall be the latest date on which any Party executes this Agreement.

“**Trade Secrets**” means ideas, concepts, know-how, techniques, methods, models, processes, designs, data, software, apparatus, devices, packaging or packaging materials, techniques, formulations, flow charts, block diagrams, reports, systems, sketches, compositions of matter, discoveries, developments, improvements, and inventions (whether or not patentable), patents, patent applications, works of authorship (whether or not copyrightable), information, algorithms, trade secrets, procedures, notes, summaries, results, and conclusions.

2. Scope of Work.

(a) To facilitate the strategic alliance contemplated in this Agreement, the Parties warrant their ability to provide the scope of work as set forth below. GPEC will provide Pinal County with economic development support focused on marketing Pinal County to generate positive exposure and qualified business/industry prospects for the duration of this Agreement. Pinal County will fund \$75,000 for the remainder of the 2023–24 fiscal year for this purpose, and \$150,000, subject to Board of Supervisors approval, for the 2024–25 fiscal year and every subsequent fiscal year for this purpose.

(b) GPEC will engage in the following activities: (1) regional marketing and promotion to improve the region’s (Pinal County’s) business image, (2) industry prospecting to diversify the economy through the attraction and expansion of desirable business and industry in key economic clusters, (3) facilitate regional economic development collaborations to build a strong business climate and develop an effective regional economic development network of organizations with a common vision and mission, and (4) coordinate Foreign Trade Zone (FTZ) requests. The Scope of Work is approved by the Board of Directors at GPEC. The ultimate responsibility for establishing, modifying, and managing the Scope of Work lies with the GPEC Board of Directors. The GPEC Board of Directors will include representation from the Pinal County Board of Supervisors.

(i) Activity 1: Regional Marketing and Promotion: Tasks included in this activity are intended to improve the business image of Pinal County and its unincorporated areas as follows:

- Execute electronic mailings per targeted business clusters and to select location consultants.
- Target key audiences through strategic media placement and digital platforms to enhance Greater Phoenix’s brand and drive lead generation for business attraction.
- Continue a national and international media strategy around promoting the Greater Phoenix market position, including inbound and outbound media visits.
- Execute special events to attract business location decision-makers to Pinal County.
- Carry out national sales trips to reach targeted companies.

- Conduct an evaluation of the industries that make up Greater Phoenix’s base, to align attraction strategies with the industries that will drive the region’s future growth.
- Develop electronic collateral materials to communicate the region’s location advantages in the key Pinal County targeted industries of:
 - Aerospace and Defense;
 - Electric Vehicle Technology & Manufacturing
 - Advanced Manufacturing
 - Transportation, Distribution and Logistics
 - Healthcare
 - Natural and Renewable Resources (Mining, Agriculture, Solar)
 - Tourism/Hospitality

(ii) Activity 2: Industry Prospecting: The purpose of this activity is to find new industry prospects and assist local communities in attracting new businesses to Pinal County. Industry prospecting will be a collaborative effort between GPEC’s staff, the GPEC EDDT, and local governments including Pinal County. To generate leads, and assist in the recruitment of new businesses to Pinal County, GPEC will accomplish the following tasks:

- Identify, develop, and register new business prospects interested in establishing operations in Pinal County. GPEC will place all new industry prospects in a computerized database, and track the recruitment effort over time, including that of unincorporated areas.
- Work with the EDDT to focus on recruiting targeted businesses to the region.
- Provide monthly prospect reporting to the EDDT and the GPEC Board of Directors. Pinal County is entitled to have two (2) representatives on the GPEC Board of Directors by July 1, 2024, pending approval of an agreement by the Pinal County Board of Supervisors. No more than one (1) of the representatives of Pinal County may be elected officials.
- Contact site consultants through direct and electronic communications and executive tours.
- Research and monitor emerging industries to target for business attraction.

- Identify and build relationships with the leading international site selection consultants, international trade organizations influencing facility decisions, and with foreign-owned Arizona firms.
- Develop and implement a data analytics model to further refine and improve marketing approaches as well as business attraction strategies.

(iii) Activity 3: Promote and Strengthen Regional Economic Development Cooperation: To improve the region’s competitiveness and cooperative efforts, GPEC will accomplish the following tasks by the end of the contract term:

- Coordinate the GPEC Action Plan with local decision-makers and economic development teams.
- Collaborate with the Arizona Commerce Authority and other state and regional economic development organizations involved with the economic development of the Pinal County region.
- Together with the communities, GPEC will focus on key industry verticals in the Greater Phoenix region and refine the business development team’s abilities to craft relevant narratives for business attraction.
- Engage GPEC stakeholders in regional economic development through the GPEC Ambassador Program and participation in the Arizona Association for Economic Development (AAED).

(iv) Activity 4: Foreign Trade Zone Requests: If requested by Pinal County in writing by email or letter, GPEC will (i) assist and coordinate requests received by Pinal County for Foreign Trade Zone non-object letters and/or site approvals submitted by entities in accordance with the County’s Foreign Trade Zone Guidelines, and (ii) provide an economic and revenue impact summary of proposed Foreign Trade Zone requests.

3. Reporting Requirements.

(a) GPEC will provide Pinal County with an annual performance report prior to September 30, 2024. The annual report shall include the Business Attraction and Performance metrics provided above and shall describe the detailed efforts undertaken to complete Scope of Work activities and progress toward numerical goals. In addition, current monthly measures are to be provided by email in the form of the *GPEC Connection* monthly on the 15th to all email addresses provided by the County.

(b) In addition, GPEC shall provide a copy of its annual external audit (conducted by an accredited independent auditor) for the fiscal year ending June 30th of the preceding year, to the Pinal County Budget Office upon request.

(c) Business Attraction Performance metrics include, but are not limited to, payroll generated (millions), average high wage salary, number of jobs, number of high-wage jobs, GPEC assists, qualified prospects, and international prospects.

(d) Key Business Attraction Activities include, but are not limited to, sales missions, trade shows, and conferences.

4. Compensation. This is a Strategic Alliance Agreement for economic development services by GPEC and GPEC community membership for Pinal County. Pinal County shall pay GPEC \$75,000 for services provided and board membership, as defined in this Agreement, during the remainder of the 2023–24 fiscal year. For services provided and board membership during the 2024–25 fiscal year, and for each successive year of the renewal of this Agreement, Pinal County, pending Board of Supervisors approval of an Agreement, shall pay GPEC \$150,000 annually.

5. Default. Either Party may suspend, terminate, or modify this Agreement immediately upon written notice to the other Party in the event material breach of contractual obligations; or upon the occurrence of any event which would jeopardize the ability of either Party to perform any of its contractual obligations.

6. Availability of Funds. If any action is taken by any state agency, federal department, or any other agency or entity to suspend, decrease, or terminate its fiscal obligations under, or in connection with, this Agreement, the Board of Supervisors may amend, suspend, decrease, or terminate its obligations under or in connection with this Contact. In the event of termination, Pinal County shall be liable to pay for those services rendered before the effective date of termination, provided that such services performed are in accordance with the provisions of this Agreement. Pinal County shall give written notice of the effective date of any suspension, amendment, or termination under this section, but at least ten (10) calendar days in advance.

7. Separate Agreement. In the event the Parties agree to pursue a specific Opportunity, the Parties agree to negotiate in good faith a separate Agreement to respond to such Opportunity, which (once executed) will supersede this Agreement with respect to that specific Opportunity. The Parties acknowledge and agree that, as a part of a Separate Agreement involving a government contract, GPEC will be ultimately responsible for (i) preparing and submitting any bid/proposal with respect to the Opportunity and (ii) acting as the primary interface/point of contact with the governmental agency/contracting officer.

8. Representations, Warranties, and Covenant. Each Party hereby represents and warrants to the other Party as follows:

(a) Such Party has the full legal right and power and all authority required to enter into and to perform according to the terms of this Agreement. This Agreement is duly and validly executed and delivered by such Party, and constitutes legal, valid, and binding obligations of such Party enforceable against such Party in accordance with its terms.

(b) The execution, delivery, and performance of this Agreement by such Party does not and will not (i) conflict with, constitute a default under, or give to others any rights of termination, amendment, acceleration, or cancellation of (with or without notice, lapse of time, or

both), any agreement or other instrument or other understanding to which such Party is a party or by which any property or asset of such Party is bound or affected, or (ii) result in a violation of any law, rule, regulation, order, judgment, injunction, decree, or other restriction of any court or governmental authority to which such Party is subject or by which any property or asset of such Party is bound or affected.

(c) No consent, approval, order, or authorization of, nor registration, declaration, or filing with, any government authority, body, or any other party is required by or with respect to such Party in connection with the execution, delivery, and performance of this Agreement by such Party or the consummation of the transactions contemplated herein.

(d) Such Party will comply in its performance hereunder with all applicable federal, state, and local laws, rules, and regulations (“**Laws**”); all applicable pronouncements of all governmental, administrative, and judicial authorities; and all applicable government regulations with respect to the services provided.

(e) To such Party’s actual knowledge as of the date of this Agreement, such Party’s participation in this Agreement does not interfere with other agreements with any third party.

(f) To such Party’s actual knowledge as of the date of this Agreement, such Party is not suspended, debarred, or otherwise excluded from seeking or being awarded a government contract.

(g) Such Party will comply with all registrations and certifications required of the Party to enable the Party to be eligible for and awarded a government contract.

9. Confidentiality; Non-Solicitation. During the term of this Agreement and at all times after the Termination Date, neither Party will (i) use the other Party’s Confidential Information, except to perform its obligations under this Agreement, or (ii) disclose the other Party’s Confidential Information to any third party, except as authorized in writing by the other Party or as required by applicable Laws.

10. Intellectual Property.

(a) The Parties agree that, as between them, GPEC is the sole and exclusive owner of all rights, intellectual and otherwise, to (i) all Trade Secrets relating to, concerning, or incorporated in GPEC Services, and (ii) all trademarks, trade names, and trade dress used in connection with the marketing of GPEC Services (collectively, the “**GPEC Intellectual Property**”). Pinal County agrees that, as a result of performing under this Agreement, Pinal County does not acquire any right, title, or interest in any GPEC Intellectual Property.

Solely during the term of this Agreement, GPEC hereby grants to Pinal County a limited, non-exclusive, worldwide, revocable, royalty-free, non-assignable, non-sub-licensable license to use the GPEC Intellectual Property to perform Pinal County’s obligations as expressly set forth in this Agreement; provided, that, prior to any use of such GPEC Intellectual Property, Pinal County must present GPEC with a written proposal showing Pinal County’s desired use.

(b) The Parties agree that, as between them, Pinal County is the sole and exclusive owner of all rights, intellectual and otherwise, to: (i) all Trade Secrets relating to, concerning, or incorporated in Pinal County Services, and (ii) all trademarks, trade names, and trade dress used in connection with the marketing Pinal County Services (collectively, the “**Pinal County Intellectual Property**”). GPEC agrees that, as a result of performing under this Agreement, GPEC does not acquire any right, title, or interest in any Pinal County Intellectual Property.

Solely during the Term of this Agreement, Pinal County hereby grants to GPEC limited, non-exclusive, worldwide, revocable, royalty-free, non-assignable, non-sub-licensable license to use the Pinal County Intellectual Property to perform GPEC’s obligations as expressly set forth in this Agreement; provided, that, prior to any use of such Pinal County Intellectual Property, GPEC must present Pinal County with a written proposal showing GPEC’s desired use.

(c) Each Party covenants and agrees that it will not take or omit to take any action that is in any manner inconsistent with, or tends to diminish or impair, the other Party’s rights as set forth in this Section 10.

11. Term and Termination.

(a) Term. The initial term of this Agreement will commence on the Effective Date, which is anticipated to be January 1, 2024 and will continue until the close of the 2023–24 fiscal year on June 30, 2024 (the “**Initial Term**”). Upon expiration of the Initial Term, this Agreement will renew, subject to Pinal County Board of Supervisors approval, for successive one (1) year renewal terms (each a “**Renewal Term**”).

(b) Termination. This Agreement is subject to cancellation in accordance with the provisions of A.R.S. § 38-511. Either Party may terminate this Agreement at any time for any reason, with sixty (60) days notice in writing to the other Party (unless terminated because of default or by the Board of Supervisors under Availability of Funds provision). Such notice shall be given by personal delivery or by Registered or Certified mail. This Agreement may be terminated by written agreement of the Parties specifying the termination date therein.

(c) Effect of Termination. Upon termination or expiration of this Agreement, each Party will: (i) immediately cease use of, and remove from such Party’s website, all hyperlinks to the other Party’s website and all of the other Party’s Intellectual Property; (ii) immediately cease use of the other Party’s Intellectual Property and Confidential Information; and (iii) promptly (and no later than ten (10) business days after the Termination Date) return or destroy the other Party’s Intellectual Property and Confidential Information, and certify that fact in writing to the other Party.

12. Indemnification.

(a) Pinal County will defend, indemnify, and hold harmless GPEC and its affiliates, shareholders, members, officers, directors, employees, representatives, and agents (each a “**GPEC Indemnitee**”) from and against any and all claims (including, without limitation, any investigation, action, or other proceeding, whether instituted by a third party against a GPEC

Indemnatee or by a GPEC Indemnatee for the purpose of enforcing its rights hereunder), damages, losses, liabilities, costs and expenses (including, without limitation, reasonable attorneys' fees and court costs) that constitute, or arise out of or in connection with (i) any breach by Pinal County of its representations, warranties, agreements, and covenants hereunder, or (ii) any act by Pinal County constituting gross negligence or willful misconduct.

(b) GPEC will defend, indemnify, and hold harmless Pinal County and its affiliates, shareholders, officers, directors, employees, representatives, and agents (each a "**Pinal County Indemnatee**") from and against any and all claims (including, without limitation, any investigation, action, or other proceeding, whether instituted by a third party against a Pinal County Indemnatee or by a Pinal County Indemnatee for the purpose of enforcing its rights hereunder), damages, losses, liabilities, costs and expenses (including, without limitation, reasonable attorneys' fees and court costs) that constitute, or arise out of or in connection with (i) any breach by GPEC of its representations, warranties, agreements, and covenants hereunder, or (ii) any act by GPEC constituting gross negligence or willful misconduct.

13. Disclaimer of Warranties. THE GPEC SERVICES REFERENCED IN SECTION 2 ARE PROVIDED ON AN "AS IS, AS AVAILABLE" BASIS. GPEC MAKES NO WARRANTY, REPRESENTATION, GUARANTY OR CONDITION OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE (INCLUDING, WITHOUT LIMITATION, WARRANTIES OF RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, AVAILABILITY, ACCURACY, COMPLETENESS, TITLE, OR NON-INFRINGEMENT, OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE), WITH RESPECT TO THE GPEC SERVICES. GPEC DOES NOT REPRESENT, WARRANT, OR GUARANTY THAT: (i) THE GPEC SERVICES WILL BE AVAILABLE AT ALL TIMES UNDER ALL CIRCUMSTANCES; (ii) GPEC SERVICES WILL MEET ANY AND ALL PINAL COUNTY'S OR ANY PROSPECTIVE CLIENT'S REQUIREMENTS OR EXPECTATIONS; OR (iii) GPEC SERVICES WILL GUARANTEE RESULTS OR BE ERROR-FREE.

14. Limitation of Liability.

(a) UNDER NO CIRCUMSTANCES WILL ANY PARTY BE LIABLE TO ANY OTHER PARTY, THEIR RESPECTIVE INDEMNITEES, OR ANY THIRD PARTY FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY OR MULTIPLE DAMAGES ARISING OUT OF OR RELATED TO THIS AGREEMENT, REGARDLESS OF THE LEGAL THEORY ON WHICH SUCH CLAIM IS BASED (WHETHER BASED IN CONTRACT, TORT OR ANY OTHER LEGAL THEORY), EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES (WHICH INCLUDE, BUT ARE NOT LIMITED TO, LOSS OF PROFITS, LOSS OF SAVINGS OR REVENUE, THE CLAIMS OF THIRD PARTIES, AND/OR INJURY TO PERSONS OR PROPERTY).

(b) NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS SECTION 14(a), BUT SUBJECT TO SECTIONS 9, 10, AND 12, A PARTY'S AGGREGATE MAXIMUM LIABILITY TO THE OTHER PARTY FOR DAMAGES IN CONNECTION WITH LIABILITY-CAUSING EVENTS IN RELATION TO THIS AGREEMENT SHALL BE

LIMITED TO ONE THOUSAND DOLLARS (\$1,000.00), AND SUCH LIMITATION IS CUMULATIVE AND NOT PER EVENT OR INCIDENT.

(c) A PARTY MAY NOT ASSERT ANY CLAIM AGAINST THE OTHER PARTY MORE THAN ONE (1) YEAR AFTER SUCH CLAIM ACCRUES, AND THE PARTIES HEREBY WAIVE THEIR RIGHT TO INITIATE ANY INVESTIGATION, CLAIM, ACTION OR PROCEEDING OF ANY KIND WITH RESPECT TO SUCH CLAIM AFTER THE EXPIRATION OF SUCH ONE (1) YEAR PERIOD.

15. Miscellaneous.

(a) Counterparts; Facsimile. This Agreement may be executed simultaneously in one or more counterparts, but all such counterparts taken together will constitute one and the same Agreement. The exchange of copies of this Agreement and of signature pages by facsimile transmission or .pdf delivered via email will constitute effective execution and delivery of this Agreement as to the Parties and may be used in lieu of the original Agreement for all purposes.

(b) Entire Agreement; Amendment. This Agreement constitutes the entire agreement of the Parties with respect to the transactions contemplated hereby and supersedes all prior and contemporaneous written and oral agreements, representations and communications between the Parties relating to such transactions. This Agreement may be amended, supplemented, or otherwise modified only by a writing signed by both of the Parties, and any such amendment will be effective only to the extent specifically set forth in such writing.

(c) Equitable Relief. Pinal County acknowledges and agrees that GPEC would be irreparably damaged in the event that any of the provisions of Sections 9 and 10 are not performed by Pinal County in accordance with their specific terms or are otherwise breached, and that money damages would not be a sufficient remedy for such breach. Accordingly, Pinal County agrees that GPEC will be entitled to equitable relief, including an injunction and specific performance, as a remedy for any such breach, without any requirement to post bond or other security or to prove actual damage or harm. Such remedies will not be deemed to be the exclusive remedies for any such breach but will be in addition to all other remedies available at law or in equity.

(d) Expenses. Except as may otherwise be specifically provided in this Agreement, each Party is responsible for any expenses it may incur in connection with the negotiation, preparation, execution, delivery, and performance of this Agreement.

(e) Force Majeure. Except as otherwise expressly provided in this Agreement, neither Party will be liable to the other Party for any delay in or failure of its performance under this Agreement resulting from any act of God, fire, flood, explosion or other natural disaster, actions or impositions by Federal, state or local authorities, strike, labor dispute, vandalism, riot, commotion, act of public enemies, blockage or embargo or any other cause beyond the reasonable control of such Party (“**Force Majeure**”). Upon the occurrence of any such event that results in, or will result in, a delay or failure to perform, a Party will be relieved from fulfilling its obligations under this Agreement during the period of such Force Majeure event and will provide written notice to the other Party of such occurrence and the anticipated effect of such occurrence.

(f) Governing Law; Consent to Jurisdiction. This Agreement is governed by, and will be construed and enforced in accordance with, the laws of the State of Arizona, without giving effect to any conflict of laws rules. Each Party irrevocably submits to the exclusive jurisdiction of the state courts located in Maricopa County, Arizona. Each Party hereby consents to the personal jurisdiction of, and agrees that venue will lie in, the state courts in Maricopa County, Arizona with respect to any claim or cause of action arising under or relating to this Agreement. Each Party hereby waives any objection based on *forum non conveniens* and waives any objection to venue of any action instituted hereunder. If any legal action or other proceeding is brought in connection with this Agreement, the prevailing Party will be entitled to recover reasonable attorneys' fees and other costs and expenses incurred in that action or proceeding, in addition to any other relief to which it may be entitled. EACH PARTY ACKNOWLEDGES AND AGREES THAT ANY CONTROVERSY WHICH MAY ARISE UNDER THIS AGREEMENT IS LIKELY TO INVOLVE COMPLICATED AND DIFFICULT ISSUES AND, THEREFORE, EACH PARTY HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT SUCH PARTY MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.

(g) Interpretation. If a question of interpretation arises, this Agreement will be construed as if drafted jointly by the Parties, and no presumption or burden of proof will arise favoring or disfavoring either Party by virtue of the authorship of any provision of this Agreement.

(h) No Partnership. Neither Party is an agent, employee, partner, joint venture partner, subsidiary or an affiliated entity of the other Party. Other than as authorized in Section 2, each Party shall bear all expenses, costs, risks, and liabilities it may incur in connection with its obligations and efforts under this Agreement. Nothing in this Agreement shall be construed to grant either Party the right to make commitments of any kind for or on-behalf of the other Party, without the prior written consent of the other Party, except to and only to the extent, if at all, specifically provided in this Agreement. Neither Party has the authority to bind or otherwise control (actual, passive, or negative) the other Party, except in regard to specific marketing activities authorized in writing.

(i) Notices. Any notice, demand, or request required or permitted to be given under this Agreement will be in writing and will be deemed given (i) when delivered personally (including by recognized national courier), (ii) when receipt is confirmed if sent by facsimile, or (iii) three (3) days after deposited in the U.S. mail, first class mail, registered or certified, with postage prepaid, and addressed to the Party at the addresses set forth on the signature page hereof or such other address as a Party may request by notifying the other Party in writing.

(j) Severability. Any provision of this Agreement which is determined to be invalid, void, or illegal shall in no way affect, impair, or invalidate any other provision hereof, and remaining provisions shall remain in full force and effect.

(k) Successors and Assigns. Pinal County may not assign its rights or delegate or cause to be assumed its obligations hereunder without the prior written consent of GPEC. Any attempted assignment, delegation, or assumption not in accordance with this Section 15(k) will be null and void and of no force or effect whatsoever. The terms and conditions of this Agreement

will inure to the benefit of and be binding upon the respective successors and permitted assigns of the Parties.

(l) Survival. These provisions of Sections 1, 8–10, 11(c), and 12–15 hereof will survive any expiration or termination of this Agreement.

(m) Waivers. The due performance or observance by the Parties of their respective obligations under this Agreement will not be waived, and the rights and remedies of the Parties hereunder will not be affected, by any course of dealing or performance or by any delay or failure of any Party in exercising any such right or remedy. The due performance or observance by a Party of any of its obligations under this Agreement may be waived only by a writing signed by the Party against whom enforcement of such waiver is sought, and any such waiver will be effective only to the extent specifically set forth in such writing.

IN WITNESS WHEREOF, each of the Parties has duly executed and delivered this Agreement as of the Effective Date.

GREATER PHOENIX ECONOMIC COUNCIL

By: _____

Name: _____

Title: _____

Address for notice:

Chris Camacho

Greater Phoenix Economic Council

2 N. Central Avenue, Suite 2500

Phoenix, Arizona 85004

Pinal County, Arizona

By: _____

Name: _____

Title: _____

Address for notice:

Leo Lew

Pinal County

135 N. Pinal Street

PO Box 827

Florence, Arizona 85132