

**INTERGOVERNMENTAL AGREEMENT  
BETWEEN  
THE CITY OF PEORIA, ARIZONA  
AND  
THE CITY OF PHOENIX, ARIZONA  
TO ESTABLISH AMKOR TECHNOLOGY ARIZONA, INC.  
WITHIN FOREIGN TRADE ZONE**

This Intergovernmental Agreement is entered into this \_\_\_\_ day of \_\_\_\_\_, 2025 by and between the City of Peoria, Arizona, a municipal corporation ("**Peoria**") and the City of Phoenix, Arizona, a municipal corporation ("**Phoenix**").

I. RECITALS:

A. Pursuant to A.R.S. § 11-952, as amended, Peoria is empowered to enter into this intergovernmental agreement and has, by Resolution, a copy of which is attached hereto as **Exhibit A** and incorporated herein by this reference, authorized the undersigned to execute this Agreement on behalf of Peoria.

B. Pursuant to A.R.S. § 11-952, as amended, Phoenix is empowered to enter into this intergovernmental agreement and has, by Resolution, a copy of which is attached hereto as **Exhibit B** and incorporated herein by this reference, authorized the undersigned to execute this Agreement on behalf of Phoenix.

C. Phoenix has received a Grant (Board Order 185, dated March 25, 1982) from the Foreign-Trade Zones Board (the "**Board**") to establish FTZ No. 75, and the alternative site framework format for FTZ No. 75 was approved by the Board in a notice published on October 20, 2010 in 75 Fed. Reg. 64708.

D. Peoria does not have a grant of authority to establish a Foreign-Trade Zone.

E. Amkor Technology Arizona, Inc. ("**Amkor**") intends to operate a facility on certain real property within the City of Peoria located on that land identified as Maricopa County Assessor's Parcel No. \_\_\_\_\_ (the "**Site**") and desires to have the Site designated as a usage-driven site (the "**Zone Site**"). The Site, as legally described on **Exhibit C** attached hereto, will be utilized as a manufacturing and distribution facility. Amkor seeks the benefit of import/export duty reduction afforded businesses located within the FTZ. Amkor plans to pursue the beneficial tax treatment for existing or new facilities located on the Site as afforded by Arizona law.

F. Peoria has entered a development agreement with Amkor wherein Peoria agreed to make reasonable efforts to assist and cooperate with Amkor throughout Amkor's Foreign Trade Zone ("**FTZ**") application process, including without limitation Amkor's efforts to obtain approval from the Board to establish, operate and maintain a usage-driven site at the Zone Site.

G. Phoenix is willing to submit an application to the Board on behalf of Amkor (the “**Application**”) for a minor boundary modification to establish, operate and maintain a usage-driven site at the Zone Site to demonstrate its interest in a cooperative regional effort to encourage the retention and expansion of business in the greater metropolitan area.

H. This Agreement is intended to replace the zone site provided for by an intergovernmental agreement entered between Peoria and Phoenix on October 3, 2024 (**Contract No. 161790-0**) with the Zone Site detailed above and in **Exhibit C** below. Upon execution of this Agreement, Peoria and Phoenix will endeavor in good faith to promptly effect a mutual termination of that previous intergovernmental agreement.

NOW, THEREFORE, in consideration of the promises and mutual agreements contained and described herein, the parties agree as follows:

## II. AGREEMENTS:

**1. PURPOSE.** The purpose of this Agreement is to memorialize Peoria’s and Phoenix’s agreement to work together to assist Amkor in its efforts to obtain usage-driven site status for the Zone Site and to assure Phoenix that the establishment, operation and maintenance of a usage-driven site status at the Zone Site, including any unsuccessful efforts made in respect thereto, shall be accomplished without any cost or liability whatsoever to Peoria or Phoenix.

### **2. PEORIA’S RESPONSIBILITIES.**

2.1 To reasonably facilitate the negotiation and execution of a Foreign-Trade Zone Operations Agreement (“**Operating Agreement**”), if any, between the City of Phoenix and Amkor.

2.2 To reasonably support the Application process.

2.3 To consent to any beneficial tax treatment for the Site that may be available to Amkor upon obtaining FTZ Approval as set forth in Peoria’s Resolution, including, without limitation, property tax reclassification pursuant to A.R.S. § 42-12006(2), as amended (the “**Reclassification Statute**”) with regard to certain improvements constructed on and equipment acquired for the Zone Site.

2.4 To take all reasonable action requested by Phoenix related to the enforcement of the Operating Agreement and to indemnify, defend and hold Phoenix, its departments, agents, officers or employees harmless from and against any loss, expense, damage or claim resulting from or arising out of the performance or enforcement of the Operating Agreement.

### **3. PHOENIX’S RESPONSIBILITIES.**

3.1 To conduct its operations in good faith with Amkor.

**3.2** To enter into an Operating Agreement with Amkor for the operation of the Zone Site.

**3.3** To provide in the Operating Agreement that Amkor must be responsible for all costs related to the Zone Site that are incurred by Phoenix and/or Peoria.

**4. BOARD AUTHORITY.** The Parties acknowledge that 15 C.F.R § 400.49 provides for monitoring and reviews of foreign trade zone operations and activity. Section 400.49(c) provides that the Board or the Commerce Department's Assistant Secretary for Enforcement and Compliance may restrict or prohibit zone activity that it finds is no longer in the public interest and, pursuant to 15 C.F.R. § 400.61, the Board has the authority to revoke a grant of authority to operate a zone, for cause.

## **5. INDEMNIFICATION.**

**5.1** To the extent permitted by law, each party will indemnify and save the other party harmless, including any of the parties' departments, agencies, officers, employees, elected officials or agents, from and against all loss, expense, damage or claim of any nature whatsoever which is caused by any activity, condition or event arising out of the performance or non-performance by the indemnifying party of any of the provisions of this Agreement.

**5.2** Each party (as "**Indemnitor**") agrees to defend, indemnify, and hold harmless the other party (as "**Indemnitee**") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as "**Claims**") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers.

**6. DURATION.** The term of this Agreement shall begin on the date executed and approved by both parties and shall remain in effect for the same term as the Operating Agreement, unless terminated sooner pursuant to the terms of this Agreement.

## **7. GENERAL PROVISIONS.**

**7.1 Conflict of Interest.** This Agreement is subject to cancellation pursuant to the provisions of A.R.S. § 38-511.

**7.2 Immigration Law Compliance Warranty.** As required by A.R.S. § 41-4401, each party hereby warrants its compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). Each party further warrants that after hiring an employee, it verifies the employment eligibility of the employee through the E-Verify program. If either party uses any subcontractors in performance of the Agreement, subcontractors shall warrant their compliance with all federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A), and subcontractors shall further warrant that after hiring an employee, such subcontractor verifies the employment eligibility of the employee through the E-

Verify program. A breach of this warranty shall be deemed a material breach of the Agreement subject to penalties up to and including termination. A party shall not be deemed in material breach if it and/or its subcontractors establish compliance with the employment verification provisions of Sections 274A and 274B of the federal Immigration and Nationality Act and the E-Verify requirements contained in A.R.S. § 23-214(A). Each party retains the legal right to inspect the papers of the other party and/or its subcontractor engaged in performance of this Agreement to ensure that the other party and/or its subcontractor is complying with the warranty. Any inspection will be conducted after reasonable notice and at reasonable times. If state law is amended, the parties may modify this paragraph consistent with state law.

**7.3 Notices.** All notices, demands and communications given or to be given, by either party to the other, shall be given in writing, by certified mail, and shall be addressed to the parties at the addresses hereinafter set forth, or at such other address as the parties may by written notice hereafter designate. All notices shall be deemed received upon actual receipt or **three (3) business days** after deposit in the United States mail, whichever date is earlier. Notices shall be addressed as follows:

Phoenix: Director  
Community and Economic Development Department  
200 West Washington Street, 20<sup>th</sup> Floor  
Phoenix, Arizona 85003-1611

and

City Clerk  
City of Phoenix  
200 West Washington Street, 15<sup>th</sup> Floor  
Phoenix, Arizona 85003-1611

And

City Attorney  
City of Phoenix  
200 West Washington Street, 13<sup>th</sup> Floor  
Phoenix, Arizona 85003-1611

Peoria: Henry Darwin,  
City Manager  
City of Peoria  
8401 West Monroe Street  
Peoria, Arizona 85345

and

Mike Faust,  
Deputy City Manager

City of Peoria  
8401 West Monroe Street  
Peoria, Arizona 85345

and

Emily Jurmu,  
City Attorney  
City of Peoria  
8401 West Monroe Street  
Peoria, Arizona 85345

**7.4 Construction.** Paragraph headings and captions appearing with this Agreement are for convenient reference only and in no respect define, limit or describe the scope or intent of this Agreement or the provisions of such sections.

**7.5 Binding Effect.** All terms, provisions and conditions hereof shall be binding upon and inure to the benefit of all parties hereto and their respective heirs, personal representatives, successors and assigns.

**7.6 Severability.** In the event any term or provision of this Agreement is held to be invalid or unenforceable, the validity of the other provisions shall not be affected, and the Agreement shall be construed and enforced as if it did not contain the particular term or provision that is deemed to be invalid or unenforceable.

**7.7 Governing Law.** This Agreement will be governed by the laws of the State of Arizona, both as to interpretation and performance.

**7.8 Modification.** This Agreement may be modified only by mutual written agreement of the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date first written above.

CITY OF PEORIA:

CITY OF PHOENIX, a municipal corporation

HENRY DARWIN, City Manager

JEFFREY BARTON, City Manager

\_\_\_\_\_  
By:  
Its:

\_\_\_\_\_  
Community & Economic Development Director

Date: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST:

ATTEST

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
City Clerk

ATTORNEY DETERMINATION

In accordance with the requirements of A.R.S. § 11-952(D), each of the undersigned attorneys acknowledge that (1) they have reviewed the above Agreement on behalf of their respective client(s) and (2) as to their respective client(s) only, each attorney has determined that this Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

\_\_\_\_\_  
City Attorney, City of Peoria

\_\_\_\_\_  
City Attorney, City of Phoenix

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## Exhibit A

## RESOLUTION NO. 2025-100

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF PEORIA, MARICOPA COUNTY, ARIZONA, ADOPTING A RESOLUTION ON BEHALF OF AMKOR TECHNOLOGY ARIZONA TO HAVE AMKOR'S FACILITY, LOCATED IN PEORIA, ARIZONA, SPECIFICALLY WITHIN THE PEORIA INNOVATION CORE (PIC) LOCATED ON THE NORTHWEST CORNER OF LOOP 303 AND LAKE PLEASANT PARKWAY, DESIGNATED AS A FOREIGN TRADE ZONE SITE WITHIN THE GREATER PHOENIX AREA FOREIGN TRADE ZONE #75 GRANTED TO THE CITY OF PHOENIX, ARIZONA AND AUTHORIZING THE MAYOR OF PEORIA TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT, PROVIDING FOR SEVERABILITY, AND AN EFFECTIVE DATE.

**WHEREAS**, the City of Phoenix is the Grantee of Foreign Trade Zone #75 and is responsible for establishing, administering and marketing the Foreign Trade Zone program for the greater Phoenix area; and

**WHEREAS**, on February 20, 2024, the City of Peoria entered into a Development Agreement (the "Development Agreement") with Amkor Technology Arizona ("Amkor") for development of a Semiconductor Packaging and Testing Facility, located in the City of Peoria (the "Site") and within Foreign Trade Zone #75; and

**WHEREAS**, in the Development Agreement the City of Peoria agreed that upon Amkor's request, the City of Peoria would make reasonable efforts to assist and cooperate with Amkor throughout Amkor's Foreign Trade Zone application process; and

**WHEREAS**, Amkor has requested the City of Peoria's assistance to have the Site designated as a Foreign Trade Zone; and

**WHEREAS**, Foreign Trade Zone designation would facilitate trade and commerce by allowing merchandise and materials to be shipped to the Site without being subject to certain duties and other import restrictions and Arizona law provides that property located within a Foreign Trade Zone is classified as Class 6 property subject to an assessment ratio of five percent (5%); and

**WHEREAS**, Amkor Technology Arizona intends to apply to have the Amkor Facility designated as a zone site within Foreign Trade Zone #75; and

**WHEREAS**, the related Intergovernmental Agreement with the City of Phoenix memorializes Peoria's and Phoenix's agreement to work together to assist Amkor in obtaining Foreign Trade Zone designation for the Site at no cost to either of the cities; and

**WHEREAS**, the City of Phoenix is willing to submit an application on behalf of Amkor to designate the Site as a Foreign Trade Zone; and

**WHEREAS**, the inclusion of the Amkor Site in Foreign Trade Zone #75 furthers the City of Peoria's economic development goals by lowering regulatory barriers, making the City of Peoria a more attractive place in which to conduct business compared to other locations both in Arizona and throughout the nation, thereby increasing the City's opportunity to attract quality employers and furthering the economic development of the City.

**NOW, THEREFORE, BE IT RESOLVED** by the Mayor and City Council of the City of Peoria, Arizona as follows:

**SECTION 1.** The City of Peoria supports Amkor Technology Arizona's application to designate the Site as a Foreign Trade Zone within the Greater Phoenix Foreign Trade Zone #75.

**SECTION 2.** The Mayor is hereby authorized to execute an Intergovernmental Agreement with the City of Phoenix (a draft of which is attached as Exhibit "A") to facilitate the designation of the Site as a Foreign Trade Zone within the Greater Phoenix Foreign Trade Zone #75.

**SECTION 3.** The City Manager and/or his designee is authorized to take all actions necessary to carry out the intent of this Resolution, including without limitation, additional actions to facilitate the designation of the Site as a Foreign Trade Zone within the Greater Phoenix Foreign Trade Zone #75, and to execute all related documents.

**SECTION 4.** If any section, subsection, sentence, clause, phrase, or portion of this Resolution is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Resolution.

**SECTION 5.** The City Clerk is hereby authorized to correct clerical and grammatical errors, if any, related to this Resolution, and to make formatting changes appropriate for purposes of clarity, form, or consistency with the Peoria City Code.

**SECTION 6.** This Resolution shall become effective in the manner provided by law.

[signature page follows]

**PASSED AND ADOPTED** by the Mayor and City Council of the City of Peoria, Arizona  
this 7th day of October, 2025.

\_\_\_\_\_  
Jason Beck, Mayor

\_\_\_\_\_  
Date Signed

ATTEST:

\_\_\_\_\_  
Agnes Goodwine, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Emily Jurmu, City Attorney

Effective Date:

**Exhibit B**

Exhibit B

RESOLUTION 21870

A RESOLUTION AUTHORIZING THE CITY MANAGER TO SUBMIT ALL FUTURE APPLICATIONS TO THE FOREIGN-TRADE ZONE BOARD OF THE U.S. DEPARTMENT OF COMMERCE TO STREAMLINE THE FOREIGN-TRADE ZONE APPLICATION PROCESS AND PROVIDE A MORE EFFICIENT DELIVERY OF SERVICE FOR APPLICANTS NOT REQUESTING PROPERTY TAX RECLASSIFICATION FOR FOREIGN-TRADE ZONE PROPERTY LOCATED WITHIN THE CITY OF PHOENIX; FURTHER AUTHORIZING TO ENTER INTO FOREIGN-TRADE ZONE OPERATIONS AGREEMENTS AND ANY OTHER NECESSARY DOCUMENTATION WITH FUTURE APPLICANTS; AND FURTHER AUTHORIZING THE CITY TREASURER TO ACCEPT FUNDS.

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BE IT RESOLVED BY THE COUNCIL OF THE CITY OF PHOENIX as

follows:

SECTION 1. That the City Manager or his designee is hereby authorized on behalf of the City of Phoenix, as Grantee of Foreign Trade Zone (FTZ) No. 75, to submit all future applications to the Foreign-Trade Zone Board of the U.S. Department of Commerce to streamline the FTZ application process and provide a more efficient delivery of service for applicants not requesting property tax reclassification for FTZ property located within the City of Phoenix. If property tax reclassification for activated FTZ pursuant to Arizona law (A.R.S. 42-12006) is requested for any site within the City

of Phoenix boundaries, a request will be placed on a City Council meeting agenda for consideration and authorization. Each new contract term will be 20 years unless the FTZ designation terminates sooner.

SECTION 2. That the City Manager or his designee is hereby authorized to enter into a FTZ Operations Agreement (Agreement), and any other necessary agreements or documents with future applicants.

SECTION 3. The City Treasurer is authorized to accept funds for the purposes of this Ordinance.

PASSED by the Council of the City of Phoenix this 21st day of October, 2020.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_

Denise Archibald, City Clerk



APPROVED AS TO FORM:  
Cris Meyer, City Attorney

\_\_\_\_\_

BY: Julie Kriegh (Oct 16, 2020 15:41 PDT)  
Julie Kriegh, Chief Assistant City Attorney

*DRL*  
DRL

REVIEWED BY:

\_\_\_\_\_

Ed Zuercher, City Manager

DRL:rb:LF20-2376:10/21/20:2214952\_1

## Exhibit C

### Legal Description of Property

The Land referred to herein below is situated in the County of Maricopa, State of Arizona, and is described as follows:

LOCATED IN THE SOUTHEAST QUARTER OF SECTION 16 AND THE SOUTHWEST QUARTER OF SECTION 15, TOWNSHIP 5 NORTH, RANGE 1 EAST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE EAST QUARTER CORNER OF SAID SECTION 16, FROM WHICH THE NORTHEAST CORNER OF SECTION 16, BEARS NORTH 01°28'56" WEST, A DISTANCE OF 2,617.42 FEET;

THENCE ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 16, NORTH 89°12'30" WEST, A DISTANCE OF 1,953.71 FEET;

THENCE DEPARTING SAID NORTH LINE, SOUTH 00°47'30" WEST, A DISTANCE OF 54.29 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 89°12'30" EAST, A DISTANCE OF 2,034.69 FEET TO THE BEGINNING OF A CURVE TO THE LEFT;

THENCE EASTERLY ALONG THE ARC OF SAID CURVE, CONCAVE NORTH, A RADIUS OF 740.00 FEET, A CENTRAL ANGLE OF 10°55'10", AND A LENGTH OF 141.03 FEET;

THENCE ALONG A NON-TANGENT LINE, SOUTH 10°08'07" EAST, A DISTANCE OF 62.84 FEET;

THENCE SOUTH 11°118'13" WEST, A DISTANCE OF 2,183.68 FEET TO THE NORTH RIGHT-OF-WAY LINE OF STATE ROUTE LOOP 303, AS SHOWN ON RIGHT-OF-WAY MAP S-303-A-700;

THENCE ALONG SAID NORTH RIGHT-OF-WAY LINE, SOUTH 84°27'37" WEST, A DISTANCE OF 1,643.87 FEET;

THENCE NORTH 85°36'33" WEST, A DISTANCE OF 154.85 FEET;

THENCE DEPARTING SAID NORTH RIGHT-OF-WAY LINE, NORTH 00°47'30" EAST, A DISTANCE OF 2,366.90 FEET TO THE POINT OF BEGINNING.