

RESOLUTION NO. 53-15  
CITY OF CENTERVILLE, OHIO

SPONSORED BY COUNCILMEMBER John Beals ON THE  
21st DAY OF December, 2015.

A RESOLUTION RATIFYING THE ACTION OF THE CITY MANAGER, ON BEHALF OF THE CITY OF CENTERVILLE, ENTERING INTO AN INTERGOVERNMENTAL COOPERATION AGREEMENT 2016-2020 WITH OTHER MEMBER JURISDICTIONS FOR THE BUSINESSFIRST! PROGRAM.

WHEREAS, member jurisdictions desire to participate in a county-wide economic development initiative called the "Business First!Program"; and

WHEREAS, it is in the best interest of the City of Centerville to become a Member Jurisdiction in the BusinessFirst! Program; and

WHEREAS, this Program is designed to support the growth and retention of local businesses by identifying their needs and providing information and resources to satisfy those needs, and

WHEREAS, the Intergovernmental Cooperation Agreement has been amended through the years to add additional member jurisdictions; the current program is intended to continue through 2020; and

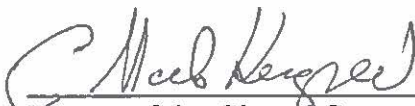
WHEREAS, it was the intent of the City of Centerville to renew its agreement for participation in the BusinessFirst! Program, but the deadline for submission of signed paperwork was prior to the next regularly scheduled meeting of Council.

NOW THEREFORE, THE MUNICIPALITY OF CENTERVILLE HEREBY RESOLVES:


Section 1. That action of the City Manager entering into the Intergovernmental Cooperation Agreement Business First!Program 2016-2020, between the City of Centerville and Member Jurisdictions, a copy of which is attached hereto, incorporated herein, and marked as Exhibit "A", is hereby ratified.

Section 2. That this resolution shall become effective at the earliest date allowed by law.

PASSED this 21st day of December, 2015.

  
\_\_\_\_\_  
Mayor of the City of Centerville, Ohio

ATTEST:

  
\_\_\_\_\_  
Clerk of Council, City of Centerville, Ohio

**CERTIFICATE**

The undersigned, Clerk of the Council of the City of Centerville, Ohio, hereby certifies that the foregoing is a true and correct copy of Resolution Number 53-15, passed by the Council of the City of Centerville, Ohio, on the 21st day of December, 2015.

  
\_\_\_\_\_  
Clerk of Council

Approved as to form and consistency with existing Ordinances, the Charter and Constitutional Provisions.

Department of Law  
Scott A. Liberman  
Municipal Attorney

**RESOLUTION NO. 15-1833  
DECEMBER 22, 2015**

**RESOLUTION ENTERING INTO AN INTERGOVERNMENTAL COOPERATION  
AGREEMENT WITH VARIOUS MEMBER JURISDICTIONS TO RENEW AND  
ADMINISTER THE BUSINESSFIRST! FOR A GREATER DAYTON REGION  
BUSINESS RETENTION AND EXPANSION PROGRAM FROM JANUARY 1, 2016  
THROUGH DECEMBER 31, 2020**

WHEREAS, the original Member Jurisdictions (Cities of Brookville, Centerville, Clayton, Dayton, Englewood, Huber Heights, Kettering, Miamisburg, Moraine, Riverside, Trotwood, Vandalia and West Carrollton, Ohio; Townships of Butler, Harrison, Jefferson and Miami, Ohio; Villages of Germantown and New Lebanon, Ohio; and County of Montgomery, Ohio) and the Montgomery County, Ohio Board of County Commissioners entered into an Intergovernmental Cooperation Agreement for a regional economic development initiative called the "BusinessFirst! for a Greater Dayton Region Business Retention and Expansion Program" (hereinafter referred to as the "Program"), on December 13, 2000 by Resolution #00-2322 for the period January 1, 2001 through December 31, 2005; and

WHEREAS, the Program was renewed for an additional five years on November 1, 2005 by Resolution #05-1981 for the period of January 1, 2006 through December 31, 2010; and

WHEREAS, the Program was renewed for an additional five years on March 15, 2011 by Resolution #11-0523 for the period of January 1, 2011 through December 31, 2015; and

WHEREAS, the original Member Jurisdictions allowed the following to become Member Jurisdictions since 2000: City of Troy, Ohio (July 8, 2003 by Resolution #03-1205); City of Springboro (November 16, 2004 by Resolution #04-2253); Miami County, Ohio (June 28, 2005 by Resolution #05-1064); Tipp City, Ohio (June 28, 2005 by Resolution #05-1065); City of Piqua (June 13, 2006 by Resolution #06-1022); City of Middletown, Ohio (June 13, 2006 by Resolution #06-1023); City of Fairborn, Ohio (October 9, 2007 by Resolution #07-1822); Greene County, Ohio (October 9, 2007 by Resolution #07-1823); Washington Township (October 9, 2007 by Resolution #07-1824); Village of Yellow Springs, Ohio (October 9, 2007 by Resolution #07-1825); City of Xenia, Ohio (October 9, 2007 by Resolution #07-1826); City of Eaton, Ohio (May 13, 2008 by Resolution #08-0883); and Darke County, Ohio (March 23, 2010 by Resolution #10-0577); and

WHEREAS, the mission of the Program is to support the growth and retention of local businesses by identifying their needs and providing information and resources to satisfy those needs; and

WHEREAS, the Member Jurisdictions desire to identify the roles of its participants, the composition of the Program, the relationships between the Member Jurisdictions and the project outcomes of the Program; and

WHEREAS, the Program will provide benefits to all Member Jurisdictions and the Regional Resource Partners; and

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RESOLUTION NO. 15-1833  
DECEMBER 22, 2015

WHEREAS, ExecutivePulse, Inc. has developed a systematic business retention and expansion program, including training and computer technology, to facilitate the development of relationships with local businesses and the collection of statistical trend data from those businesses; and

WHEREAS, Montgomery County's Community and Economic Development Department will act as lead agent and administering organization of the Program; and

WHEREAS, it is now the desire of various Member Jurisdictions to renew their membership in the program from January 1, 2016 through December 31, 2020.

NOW THEREFORE, BE IT RESOLVED that this Board approves this Intergovernmental Cooperation Agreement with various jurisdictions to renew and administer the BusinessFirst! for a Greater Dayton Region Business Retention and Expansion Program from January 1, 2016 through December 31, 2020.

BE IT FURTHER RESOLVED that the Clerk of Commission certify this Resolution and make an image copy of this resolution available on the Montgomery County, Ohio website at <http://www/mcohio.org/>.

Ms. Dodge moved the adoption of the foregoing resolution. It was seconded by Mr. Foley, and upon call of the roll the following vote resulted:

AYES: Ms. Dodge, Mr. Foley, and Mrs. Lieberman

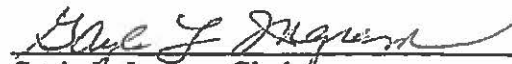
NAYS:

ABSTENTION:

ADOPTED this 22<sup>nd</sup> day of December, 2015.

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I hereby certify that the foregoing is a true and correct copy of a resolution duly adopted by the Board of County Commissioners of Montgomery County, Ohio, the 22<sup>nd</sup> day of December, 2015.

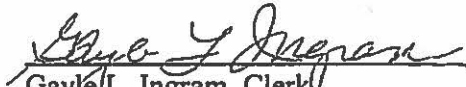
THE BOARD OF COUNTY COMMISSIONERS HEREBY FINDS AND DETERMINES THAT ALL FORMAL ACTIONS RELATIVE TO THE ADOPTION OF THIS RESOLUTION WERE TAKEN IN AN OPEN MEETING OF THIS BOARD OF COUNTY COMMISSIONERS, AND THAT ALL DELIBERATIONS OF THIS BOARD OF COUNTY COMMISSIONERS, AND OF ITS COMMITTEES, IF ANY WHICH RESULTED IN FORMAL ACTION, WERE TAKEN IN MEETINGS OPEN TO THE PUBLIC, IN FULL COMPLIANCE WITH APPLICABLE LEGAL REQUIREMENTS, INCLUDING SECTION 121.22 OF THE REVISED CODE.

  
Gayle F. Ingram, Clerk  
Board of County Commissioners  
Montgomery County, Ohio

CERTIFICATE

The undersigned, Clerk of the Board of County Commissioners of Montgomery County, Ohio, does hereby certify that the foregoing is a true and correct copy of a resolution passed by the Board on December 22, 2015, together with an extract from the minutes of the meeting at which such resolution was considered, to the extent pertinent thereto.

THE BOARD OF COUNTY COMMISSIONERS HEREBY FINDS AND DETERMINES THAT ALL FORMAL ACTIONS RELATIVE TO THE ADOPTION OF THIS RESOLUTION WERE TAKEN IN AN OPEN MEETING OF THIS BOARD OF COUNTY COMMISSIONERS, AND THAT ALL DELIBERATIONS OF THIS BOARD OF COUNTY COMMISSIONERS, AND OF ITS COMMITTEES, IF ANY WHICH RESULTED IN FORMAL ACTION, WERE TAKEN IN MEETINGS OPEN TO THE PUBLIC, IN FULL COMPLIANCE WITH APPLICABLE LEGAL REQUIREMENTS, INCLUDING SECTION 121.22 OF THE REVISED CODE.

  
Gayle L. Ingram, Clerk  
Board of County Commissioners  
Montgomery County, Ohio

**BUSINESSFIRST! FOR A GREATER DAYTON REGION  
BUSINESS RETENTION AND EXPANSION PROGRAM  
Intergovernmental Cooperation Agreement  
2016-2020**

This Intergovernmental Cooperation Agreement ("Agreement"), dated this 2nd day of December, 2015, is between the City of Brookville, Ohio, Butler Township, Ohio, the City of Centerville, Ohio, the City of Clayton, Ohio, Darke County, Ohio, the City of Dayton, Ohio, the City of Eaton, Ohio – *county of Preble*, the City of Englewood, Ohio, the City of Fairborn, Ohio – *county of Greene*, the Village of Farmersville, Ohio, the City of Germantown, Ohio, Harrison Township, Ohio, the City of Huber Heights, Ohio, Jefferson Township, Ohio, the City of Kettering, Ohio, Miami Township, Ohio, Miami County, Ohio, the City of Miamisburg, Ohio, the City of Moraine, Ohio, the City of Piqua, Ohio – *county of Miami*, Preble County, Ohio, the City of Tipp City, Ohio – *county of Miami*, the City of Springboro, Ohio, the City of Trotwood, Ohio, the City of Troy, Ohio – *county of Miami*, the City of Vandalia, Ohio, Washington Township, Ohio, the City of West Carrollton, Ohio, the City of Xenia, Ohio – *county of Greene* and Montgomery County, Ohio (hereinafter collectively referred to as "Member Jurisdictions").

**WITNESSETH THAT:**

**WHEREAS**, the Member Jurisdiction desires to participate in a region-wide Economic Development initiative called the "BusinessFirst! Program" (hereinafter referred to as the "Program");

**WHEREAS**, the mission of the Program is to support the growth and retention of local businesses by identifying their needs and providing information and resources to satisfy those needs;

**WHEREAS**, the Member Jurisdiction desires to identify the roles of its participants, the composition of the Program, the relationships between it and the current Member Jurisdictions and the projected outcomes of the Program;

**WHEREAS**, the Program will provide benefits to all Member Jurisdictions and the Regional Resource Partners (as defined hereinafter);

**NOW, THEREFORE**, in consideration of the mutual promises and covenants hereinafter set forth, the Member Jurisdiction hereby agrees as follows:

**WITNESSETH THAT:**

**I. The BusinessFirst! Program**

The BusinessFirst! Program is an Economic Development initiative that was initially designed to retain businesses in Montgomery County, Ohio. BusinessFirst! has grown throughout the Dayton Region to include additional counties and jurisdictions. National studies have shown that approximately eighty percent (80%) of job growth is the result of the expansion of business already located in a jurisdiction. The Program is designed to assist the participating jurisdictions to work in an integrated and systematic manner among Economic Development organizations to connect with the wealth generating companies who are already present in the community and determine what they need to grow and be successful. The Program was designed and an initial test implementation undertaken in 2001. In 2002, and in subsequent years, additional Member Jurisdictions were added as part of full implementation of the Program region-wide.

The Program design and implementation, including survey design, database, and technology development, has been facilitated by ExecutivePulse, Inc., a company based in Erie, Pennsylvania. The Program will continue through calendar year 2020.

**II. Role of Member Jurisdictions**

All Member Jurisdictions, throughout the term of its participation in the Program, shall be responsible for the following:

- A. To provide computer equipment and internet access for its own use to access the shared Program database;
- B. To develop retention and expansion teams, called "Outreach Professionals", to survey companies within its respective jurisdiction;
- C. To identify target industries and businesses to be surveyed;
- D. To collect the necessary Program business/industry data and upload into the Program database this data/information from such businesses/industries located in its jurisdiction;
- E. To appoint one representative to serve on the Program Advisory Committee;
- F. To require all employees and/or its representatives, who will be involved in the Program, conducting the Program business/industry surveys and/or having access to the Program database, to execute the "Member Jurisdiction Employee/Representative Protocol Agreement Certification", a copy of which is attached hereto as Appendix A. A copy of all executed Protocol Agreement Certifications should be maintained by the Member Jurisdiction, a copy provided to Montgomery County Department of Community and Economic Development and, upon request, a copy provided to any Member Jurisdiction;
- G. To participate in training with ExecutivePulse, Inc., and Montgomery County Department

of Community and Economic Development in order to bring its employees to a region-wide standard as achieved by current Member Jurisdictions and to then attend periodic Program training and refresher courses;

- H. Jurisdictions joining the program that are outside of Montgomery County, Ohio, will provide financial support for the Program, through a one-time entry fee of Three Thousand Dollars (\$3,000) to Montgomery County; to manage and maintain the BusinessFirst! System by Montgomery County;
- I. To provide annual financial support for the Program in an amount not to exceed One Thousand Five Hundred Dollars (\$1,500), per year (due by June 1 of each calendar year) beginning in 2016 through 2020, with the exception of Montgomery County, Ohio, who will provide Program staffing and other services, as defined in Section III). Failure to pay by the June 1 deadline in any given calendar year will result in a review of the delinquency circumstances by the Program Advisory Committee to determine if database access should be suspended until payment is made by the Member Jurisdiction;
- J. To contact Regional Resource Partners, subsequent to visiting a business, within 24-48 hours to request assistance on behalf of Program business clients;
- K. To follow-up with Regional Resource Partners and Program business clients to ensure that their needs were addressed;
- L. To notify Montgomery County Community and Economic Development on all public records requests regarding Program data and/or information to the Montgomery County Department of Community and Economic Development.

### **III. Role of Montgomery County Department of Community and Economic Development**

In addition to participating in the Program as a Member Jurisdiction, the Montgomery County Department of Community and Economic Development agrees to function as the Contract Manager for the Program. In this capacity, the Montgomery County Department of Community and Economic Development agrees to be responsible for administering the contract with ExecutivePulse, Inc. for the Program on behalf of the Member Jurisdictions and acting as the Fiduciary Agent on behalf of the Member Jurisdictions in all matters relating to ExecutivePulse, Inc. invoices for the services rendered for the Program, including training, technology upgrades and customer service calls.

In addition to acting as the Contract Manager, the Montgomery County Department of Community and Economic Development also agrees to function as the Implementing Agency for the Program.

In this capacity, the Department of Community and Economic Development will be responsible for the following:

- A. To facilitate the development and implementation of the Program, including coordination of all ongoing training to BusinessFirst!;



- B. To provide, on a quarterly basis, aggregate regional reports based on BusinessFirst! visits;
- C. To serve as liaison between the Member Jurisdictions, Regional Resource Partners, and ExecutivePulse, Inc.;
- D. To provide Program survey assistance to the Member Jurisdictions, as needed;
- E. To provide "Outreach Professionals" and Regional Resource Partners with password access to the Program database. New system program users will be given "Outreach Professional" level of access for their respective jurisdiction and service areas (See Appendix B for access levels);
- F. To coordinate all technology upgrades and improvements made to the Program survey tool;
- G. Provide for an Executive Committee for the purpose of being a recommending body to the Program Advisory Committee. The Executive Committee makes recommendations on policies, procedures, new expenses and program changes, including improvements to the software system, creating working committees, etc.;
- H. As Fiduciary Agent, Montgomery County shall provide the Program Advisory Committee an annual financial statement of the BusinessFirst! Program.

#### **IV. Role of Executive Committee**

The purpose of the Executive Committee is that of a recommending body to the Program Advisory Committee. The Executive Committee makes recommendations on policies, procedures, written grievances, new expenses and program changes, including improvements to the software system, creating working committees, etc. The Executive Committee will meet at a minimum four times a year and as needed.

##### **A. Selection and Term of Executive Committee Members:**

1. Members will be made up of 1 (one) representative from each county in the BusinessFirst! region (City of Springboro will be included in Montgomery County for purposes of selection and representation on the Executive Committee). Member jurisdictions in each of the representing counties, will nominate their representative for the Executive Committee.
2. Members will be selected by December of each year for serving the following calendar year by a simple majority of member jurisdictions for each respective county (proxy votes accepted).
3. As program implementing agency, Montgomery County will maintain one permanent seat on the Executive Committee.

## V. Role of Regional Resource Partners

As the Member Jurisdiction's Outreach Professionals visit local businesses related to the Program, these businesses may have a need for further assistance. The Member Jurisdiction will contact "Regional Resource Partners", defined as any government department and/or Community and Economic Development organization at the city, county, or state level that has formally agreed to participate in the Program, but not a Member Jurisdiction, to request additional assistance for their business clients. Regional Resource Partners will be responsible for the following:

- A. To respond directly to the referred Program business within 24-48 hours from time of contact by a Member Jurisdiction or the Montgomery County Department of Community and Economic Development;
- B. To appoint a contact person who will be responsible for attending meetings related to issues affecting the Program and serving as a liaison with the Montgomery County Department of Community and Economic Development;
- C. To require all employees and/or representatives, who will be involved in the Program and/or having access to the Program database, to execute the "Employee/Representative Code of Conduct". A copy of all executed Code of Conduct Agreement Certifications will be maintained by the Montgomery County Department of Community and Economic Development.
- D. To update the Program database records with the actions taken on behalf of the client by the Regional Resource Partner;
- E. To respect the confidentiality of Program information to the extent permitted by law;
- F. To assist the Member Jurisdictions on Program retention and expansion visits when requested;
- G. In the event that a Regional Resource Partner is contacted by a business regarding an interjurisdictional relocation or expansion, the Regional Resource Partner is encouraged to inform the business of the BusinessFirst! Program relating to company relocations and the Montgomery County Department of Community and Economic Development.

## VI. Additional Participant Expectations

As a participant in the Program, the Member Jurisdiction agrees to abide by the following Program protocols:

### **Relations with Program Clients:**

No employee and/or representative of the Member Jurisdiction shall release information about the business or personal matters of any Program Client without permission of the particular Program Client to the extent permitted by law. For purposes of this Agreement, a "Program Client" is defined as any business included in the Program database.

**Pursuit of Businesses:**

The BusinessFirst! program was created to establish a systematic method for retaining and expanding businesses within the participating jurisdictions. The underlying philosophy of the program is that we as a region agree that it is desirable, whenever possible, to retain and expand businesses in the jurisdictions in which they reside. In the event a community is unable to retain the business in the participating BusinessFirst! community where the business resides, it is the explicit goal to retain the business in the county in which they reside, and if not the county, the Dayton Region. Therefore, no employee and/or representative of any participating jurisdiction shall actively pursue businesses in another participating jurisdiction. "Actively pursue" is defined as when a community contacts businesses within another participating BusinessFirst! community by methods including, but not limited to, cold calls, mail, or visits.

**Relocation of Businesses:**

In the event that a participating jurisdiction is contacted by a business, or the representative of a business, residing in another participating jurisdiction regarding a relocation or expansion and the business or their representative makes a request for available site information and/or incentive information, BusinessFirst! participants are to adhere to the following protocol:

- A. Notify the business that in the county that they reside, incentives such as enterprise zones, and/or other incentive programs that require County approval or participation may require the consent of the affected jurisdiction. The BusinessFirst! Program is, and will continue to be, a forum for discussion between individual communities regarding JEDDs, tax sharing and other innovative Economic Development initiatives. Articulate the BusinessFirst! philosophy to the business. Communities are to state that they will work with the business, but will inform the community that may be negatively impacted so that a BusinessFirst! community may attempt to conduct a BusinessFirst! interview to ascertain how the business may be assisted and retained in the community. The community that has been contacted by the business should explain the BusinessFirst! philosophy to the business:
  - 1. Communities want to assist the business so that they are successful regardless of where they are located. In so doing, it is the intent to do whatever may be done to keep the business in the community where they currently reside, but if not, keep them in the county, and then the Dayton Region.
  - 2. If unable to keep them in the community due to a variety of business issues (e.g. current space too small or too large, market conditions change, etc.), the community that may be negatively impacted due to a loss will work with the county where the business resides to begin assisting the business to find alternative locations. Participating jurisdictions that adhere to the protocol are in no way prohibited from assisting the business.
  - 3. Also, community/communities are to do the following:
    - a. Notify the affected community and participating county with a phone call.
    - b. Post an electronic journal entry with a "BusinessFirst! Relocation Notification" through ExecutivePulse, Inc. technology to the affected community and county.

- c. If applicable, a conference call with all affected communities can be facilitated about the potential relocation of the business at the request of any of the communities involved. The intent is to exchange information about what the business's needs are (why they need to relocate) and to ensure an open line of communication among the communities approached by the business.
  - d. It is possible that if a relocation occurs, incentives may be used on a case-by-case basis.
4. When a participating BusinessFirst! county becomes aware of a potential business relocation or consolidation from a participating BusinessFirst! community to a non-participating community, the county shall have the responsibility to institute the BusinessFirst! protocol as stated above.

**Business Consolidations:**

When a community learns of a potential consolidation, the BusinessFirst! community shall notify all of the other BusinessFirst! communities in which the business has existing operations. The situation is to be treated as a business relocation as described above.

**Information Sharing/Database Access** – No employee and/or representative of a Member Jurisdiction and Regional Resource Partner shall view or attempt to view information about Program clients outside of its respective jurisdictional responsibility. Program database design will include password and other protections. The Member Jurisdictions and Regional Resource Partners shall be strictly responsible for the security of the Program database passwords, and shall take all precautions necessary to avoid disclosure to non-authorized persons.

**Administration** – The Montgomery County Department of Community and Economic Development will administer and assign passwords necessary to access the Program database, to retrieve and input Program client information. To allow for analysis of business issues and trends in aggregate, the Member Jurisdiction agrees that the Montgomery County Department of Community and Economic Development shall have full and unrestricted access to all information contained in the Program database for the limited purpose of monitoring and evaluating the data/information for the purpose heretofore specified.

**Public Records** - In the event the Member Jurisdiction receives a public records request relating to the Program, the Member Jurisdiction shall promptly forward such request to the Program Implementing Agency, the Montgomery County Department of Community and Economic Development.

**VII. Addition of New Member Jurisdiction(s)**

BusinessFirst! Program may add new Member Jurisdictions upon approval by a simple majority of existing Member Jurisdictions. Upon approval by a simple majority, the new Member Jurisdiction will be added by legislation from the Montgomery County Board of County Commissioners and the new Member Jurisdiction, and, subsequently, by way of a separately executed signature page.

**VIII. Role of Program Advisory Committee**

The Program Advisory Committee, composed of representatives from each Member Jurisdiction, will be the decision making body for the Program. It shall meet every other month to discuss policies and procedures of the Program, to identify areas of the Program that require further improvements, and to review and act upon recommendations of the Executive Committee.

**IX. Penalties and Grievances**

In general, the penalty for violation of any Program policy, protocol or any requirement by the Member Jurisdiction may include, but is not limited to, written reprimand, suspension or termination of Program database access.

If the Member Jurisdiction suspects or believes a violation of this Agreement or any of the Program policies, conditions and/or requirements occurred, it shall advise the Executive Committee by filing a written "grievance". The Executive Committee will make a recommendation to the Program Advisory Committee. The determination of whether a "violation" has occurred, and any penalty to be imposed, shall be made by the majority vote of the Program Advisory Committee.

**X. Term**

The Member Jurisdiction agrees that the Program intends to operate for a minimum of five (5) additional years, starting in 2016. A Program evaluation will occur in 2020 to determine the continued implementation of the Program.

This Agreement shall remain effective until December 31, 2020, unless terminated earlier in accordance with Section XI. In the event all Member Jurisdictions agree to renew this Agreement to continue the Program, such renewal shall be reduced to writing, executed by a duly authorized representative of all Member Jurisdictions, and if applicable or required, approved by the legislative body of each Member Jurisdiction.

**XI. General Provisions**

A. Termination – This Agreement may be terminated in its entirety by mutual written agreement between all then current Member Jurisdictions. In the event the Member Jurisdiction seeks to terminate its participation in the Program, it shall provide written notice of its intent to terminate its participation to the Montgomery County Department of Community and Economic Development. Such termination shall be effective at the date specified in the written notice, and such terminating Member Jurisdiction shall promptly complete those termination activities specified by the Montgomery County Department of Community and Economic Development. Further, such terminating Member Jurisdiction shall be prohibited from using any information gained from any other Member Jurisdiction as a part of its participation in the Program for its economic benefit.

B. Amendment or Modification – This Agreement may be amended or modified by the parties, provided that any such amendment or modification makes specific reference to this Agreement, is executed in writing, signed by a duly authorized representative of each

Member Jurisdiction and, if required or applicable, approved by the legislative or governing body of the Member Jurisdiction(s).

C. Capacity to Execute – The Member Jurisdiction hereby certifies that all actions necessary to execute this Agreement with Montgomery County were taken, and that the person executing this Agreement is authorized to do so and has the power to bind the jurisdiction to the terms and conditions contained herein.

D. Liability – The Member Jurisdiction agrees to release the other parties to this Agreement from any and all liability, which may be caused by or arise by the wrongful and/or negligent conduct of the parties’ respective employees, contractors and/or agents in the performance of this Agreement or during participation in the Program. Notwithstanding, none of the parties waive any available immunities under the law.

E. Integration – This Agreement represents the entire and integrated Agreement between the parties. This Agreement supersedes all prior and contemporaneous communications, representations, understandings, agreements or contracts, whether oral or written, relating to the subject matter of this Agreement.

F. Governing Law – This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio, without giving effect to the principles thereof relating to conflicts of choice of laws.

G. Relationship of Parties – At no time shall the relationship between the parties under this Agreement be construed, held out or considered as a joint venture, principal-agent or employer-employee.

H. Representations – By execution hereof, the Member Jurisdiction represents that it has or will pass the necessary legislation (in accordance with federal, state and/or local law governing the encumbrance and expenditure of public funds) to meet its financial obligation to fund the Program from 2016 through 2020.

**(The remainder of this page intentionally left blank)**

IN WITNESS WHEREOF, each of the parties intending to be legally bound, have each caused this Agreement to be executed by their duly authorized representative as of the date and year first above written.

WITNESSES:

**BOARD OF COUNTY COMMISSIONERS  
OF MONTGOMERY COUNTY, OHIO**

\_\_\_\_\_

BY: \_\_\_\_\_  
Deborah A. Lieberman, County Commissioner

\_\_\_\_\_

BY: \_\_\_\_\_  
Judy Dodge, County Commissioner

\_\_\_\_\_

BY: \_\_\_\_\_  
Dan Foley, County Commissioner

Angela Swartz

OR

BY: Joseph P. Tuss  
Joseph P Tuss  
Administrator  
Montgomery County, Ohio

WITNESSED BY:

JURISDICTION: City of Brookville

Sen'ia M. Klaxon

COUNTY: Montgomery

BY: Gary Beckholder

ITS: City Manager

DATE: December 16, 2015

APPROVED AS TO FORM:  
MATHIAS A. HECK, JR., Prosecuting Attorney

BY: Mary Montgomery /DATE 3.8.16  
Assistant Prosecuting Attorney

IN WITNESS WHEREOF, each of the parties intending to be legally bound, have each caused this Agreement to be executed by their duly authorized representative as of the date and year first above written.

WITNESSES:

BOARD OF COUNTY COMMISSIONERS OF MONTGOMERY COUNTY, OHIO

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

BY: \_\_\_\_\_  
Deborah A. Lieberman, County Commissioner

BY: \_\_\_\_\_  
Judy Dodge, County Commissioner

BY: \_\_\_\_\_  
Dan Foley, County Commissioner

Angela Swartz

OR

BY: Joseph P. Tuss  
Joseph P Tuss  
Administrator  
Montgomery County, Ohio

WITNESSED BY:

JURISDICTION: BUTLER TOWNSHIP

COUNTY: MONTGOMERY

Kathy A. Beier

BY: Kimberly Lapensee

ITS: Administrator

DATE: 12.15.15

APPROVED AS TO FORM:  
MATTHIAS A. HECK, JR., Prosecuting Attorney

BY: Mary Montgomery /DATE 3.8.16  
Assistant Prosecuting Attorney



IN WITNESS WHEREOF, each of the parties intending to be legally bound, have each caused this Agreement to be executed by their duly authorized representative as of the date and year first above written.

WITNESSES:

BOARD OF COUNTY COMMISSIONERS  
OF MONTGOMERY COUNTY, OHIO

\_\_\_\_\_

BY: \_\_\_\_\_  
Deborah A. Lieberman, County Commissioner

\_\_\_\_\_

BY: \_\_\_\_\_  
Judy Dodge, County Commissioner

\_\_\_\_\_

BY: \_\_\_\_\_  
Dan Foley, County Commissioner

Angela Swartz

OR  
BY: Joseph P. Tuss  
Joseph P Tuss  
Administrator  
Montgomery County, Ohio

WITNESSED BY:

JURISDICTION: City of Centerville

Debra James

COUNTY: Montgomery

BY: Jerry Hon

ITS: CITY MGR.

DATE: 12-10-2015

APPROVED AS TO FORM:  
MATHIAS A. HECK, JR., Prosecuting Attorney

BY: Mary Montgomery /DATE 3.8.16  
Assistant Prosecuting Attorney

IN WITNESS WHEREOF, each of the parties intending to be legally bound, have each caused this Agreement to be executed by their duly authorized representative as of the date and year first above written.

WITNESSES:

BOARD OF COUNTY COMMISSIONERS  
OF MONTGOMERY COUNTY, OHIO

\_\_\_\_\_

BY: \_\_\_\_\_  
Deborah A. Lieberman, County Commissioner

\_\_\_\_\_

BY: \_\_\_\_\_  
Judy Dodge, County Commissioner

\_\_\_\_\_

BY: \_\_\_\_\_  
Dan Foley, County Commissioner

*Angela Swartz*

OR

BY: *Joseph P. Tuss*  
Joseph P Tuss  
Administrator  
Montgomery County, Ohio

WITNESSED BY:

JURISDICTION: City of Clayton

COUNTY: Montgomery

*Don Keenan*

BY: *Richard C. Pease*

ITS: City Manager

DATE: December 18, 2015

APPROVED AS TO FORM:  
MATHIAS A. HECK, JR., Prosecuting Attorney

BY: *Mary Montgomery* / DATE 3.8.16  
Assistant Prosecuting Attorney

IN WITNESS WHEREOF, each of the parties intending to be legally bound, have each caused this Agreement to be executed by their duly authorized representative as of the date and year first above written.

WITNESSES:

BOARD OF COUNTY COMMISSIONERS OF MONTGOMERY COUNTY, OHIO

\_\_\_\_\_

BY: \_\_\_\_\_  
Deborah A. Lieberman, County Commissioner

\_\_\_\_\_

BY: \_\_\_\_\_  
Judy Dodge, County Commissioner

\_\_\_\_\_

BY: \_\_\_\_\_  
Dan Foley, County Commissioner

Angela Liberty

OR

BY: Joseph P. Tuss  
Joseph P Tuss  
Administrator  
Montgomery County, Ohio

WITNESSED BY:

JURISDICTION: Darke County

Robin Blum

COUNTY: Darke / x. Michigan / x. Nevada

BY: x. Darke - Oran R. Deleplone

ITS: Board of Darke County Commissioners

DATE: 12/9/15 R. Kelly Ormsby  
Approved as to form: Darke County Pros.  
By: Margaret Bly  
J. Cost Pros. att.  
12-9-15

APPROVED AS TO FORM:  
MATHIAS A. HECK, JR., Prosecuting Attorney

BY: Mary Montgomery /DATE 3/8/16  
Assistant Prosecuting Attorney

IN WITNESS WHEREOF, each of the parties intending to be legally bound, have each caused this Agreement to be executed by their duly authorized representative as of the date and year first above written.

WITNESSES:

BOARD OF COUNTY COMMISSIONERS OF MONTGOMERY COUNTY, OHIO

\_\_\_\_\_

BY: \_\_\_\_\_  
Deborah A. Lieberman, County Commissioner

\_\_\_\_\_

BY: \_\_\_\_\_  
Judy Dodge, County Commissioner

\_\_\_\_\_

BY: \_\_\_\_\_  
Dan Foley, County Commissioner

Angela Swartz

OR  
BY: Joseph P. Tuss  
Joseph P Tuss  
Administrator  
Montgomery County, Ohio

WITNESSED BY:

JURISDICTION: DAYTON

Gina Mabeltini

COUNTY: MONTGOMERY

BY: Shelly DeBorja

ITS: Interim City Manager

DATE: 12-3-15

APPROVED AS TO FORM:  
MATHIAS A. HECK, JR., Prosecuting Attorney

BY: Mary Montgomery /DATE 3.8.16  
Assistant Prosecuting Attorney

APPROVED AS TO FORM AND CORRECTNESS  
Joseph R. Donaldson Jr.  
CITY ATTORNEY

\*\*No Commission Action Required\*\*

IN WITNESS WHEREOF, each of the parties intending to be legally bound, have each caused this Agreement to be executed by their duly authorized representative as of the date and year first above written.

WITNESSES:

**BOARD OF COUNTY COMMISSIONERS  
OF MONTGOMERY COUNTY, OHIO**

\_\_\_\_\_

BY: \_\_\_\_\_  
Deborah A. Lieberman, County Commissioner

\_\_\_\_\_

BY: \_\_\_\_\_  
Judy Dodge, County Commissioner

\_\_\_\_\_

BY: \_\_\_\_\_  
Dan Foley, County Commissioner

Angela Swartz

OR

BY: Joseph P. Tuss  
Joseph P Tuss  
Administrator  
Montgomery County, Ohio

WITNESSED BY:

JURISDICTION: CITY OF EATON, OH

Marsha Cannon

COUNTY: PREBLE

BY: Bradley R. Collins  
BRADLEY R. COLLINS

ITS: CITY MANAGER

DATE: 12/22/15

APPROVED AS TO FORM:  
MATHIAS A. HECK, JR., Prosecuting Attorney

BY: Mary Montgomery / DATE 3/8/16  
Assistant Prosecuting Attorney

IN WITNESS WHEREOF, each of the parties intending to be legally bound, have each caused this Agreement to be executed by their duly authorized representative as of the date and year first above written.

WITNESSES:

BOARD OF COUNTY COMMISSIONERS  
OF MONTGOMERY COUNTY, OHIO

\_\_\_\_\_

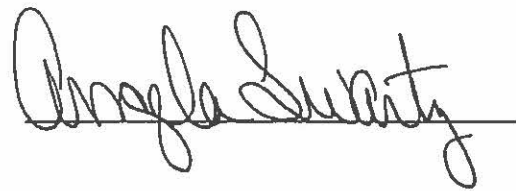
BY: \_\_\_\_\_  
Deborah A. Lieberman, County Commissioner


\_\_\_\_\_

BY: \_\_\_\_\_  
Judy Dodge, County Commissioner

\_\_\_\_\_

BY: \_\_\_\_\_  
Dan Foley, County Commissioner

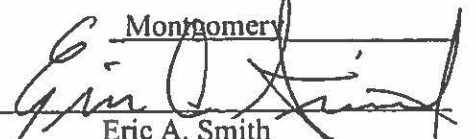


OR  
BY:   
Joseph P Tuss  
Administrator  
Montgomery County, Ohio

WITNESSED BY:

JURISDICTION: City of Englewood



COUNTY: Montgomery  
BY:   
Eric A. Smith  
ITS: City Manager

DATE: December 16, 2015

APPROVED AS TO FORM:  
MATHIAS A. HECK, JR., Prosecuting Attorney

BY: Mary Montgomery /DATE 3.8.16  
Assistant Prosecuting Attorney

IN WITNESS WHEREOF, each of the parties intending to be legally bound, have each caused this Agreement to be executed by their duly authorized representative as of the date and year first above written.

WITNESSES:

BOARD OF COUNTY COMMISSIONERS OF MONTGOMERY COUNTY, OHIO

\_\_\_\_\_

BY: \_\_\_\_\_  
Deborah A. Lieberman, County Commissioner

\_\_\_\_\_

BY: \_\_\_\_\_  
Judy Dodge, County Commissioner

\_\_\_\_\_

BY: \_\_\_\_\_  
Dan Foley, County Commissioner

Angela Scurty

OR

BY: Joseph P. Tuss  
Joseph P Tuss  
Administrator  
Montgomery County, Ohio

WITNESSED BY:

JURISDICTION: City of Fairborn

Penny L. Davis

COUNTY: Greene

BY: William G. Linnell

ITS: City Manager

DATE: 12/1/15

APPROVED AS TO FORM:  
MATHIAS A. HECK, JR., Prosecuting Attorney

BY: Mary Montgomery /DATE 3/8/16  
Assistant Prosecuting Attorney

IN WITNESS WHEREOF, each of the parties intending to be legally bound, have each caused this Agreement to be executed by their duly authorized representative as of the date and year first above written.

WITNESSES:

BOARD OF COUNTY COMMISSIONERS  
OF MONTGOMERY COUNTY, OHIO

\_\_\_\_\_

BY: \_\_\_\_\_  
Deborah A. Lieberman, County Commissioner

\_\_\_\_\_

BY: \_\_\_\_\_  
Judy Dodge, County Commissioner

\_\_\_\_\_

BY: \_\_\_\_\_  
Dan Foley, County Commissioner

Angela Swartz

OR

BY: Joseph P. Tuss  
Joseph P Tuss  
Administrator  
Montgomery County, Ohio

WITNESSED BY:

JURISDICTION: FARMERSVILLE

Melinda O'Neil

COUNTY: MONTGOMERY

BY: Tom E. Sean

ITS: T.E.S.

DATE: 12-15-15

APPROVED AS TO FORM:  
MATHIAS A. HECK, JR., Prosecuting Attorney

BY: Mary Montgomery /DATE 3.8.16  
Assistant Prosecuting Attorney



IN WITNESS WHEREOF, each of the parties intending to be legally bound, have each caused this Agreement to be executed by their duly authorized representative as of the date and year first above written.

WITNESSES:

BOARD OF COUNTY COMMISSIONERS  
OF MONTGOMERY COUNTY, OHIO

\_\_\_\_\_

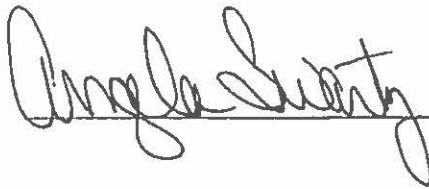
BY: \_\_\_\_\_  
Deborah A. Lieberman, County Commissioner

\_\_\_\_\_


BY: \_\_\_\_\_  
Judy Dodge, County Commissioner

\_\_\_\_\_

BY: \_\_\_\_\_  
Dan Foley, County Commissioner

  
\_\_\_\_\_

OR

BY:   
Joseph P Tuss  
Administrator  
Montgomery County, Ohio

WITNESSED BY:

JURISDICTION: Germantown

  
\_\_\_\_\_

COUNTY: Montgomery

BY: Anna M. Sizemore

ITS: Municipal Manager

DATE: 12/18/15

APPROVED AS TO FORM:  
MATHIAS A. HECK, JR., Prosecuting Attorney

BY: Mary Montgomery /DATE 3/8/16  
Assistant Prosecuting Attorney

IN WITNESS WHEREOF, each of the parties intending to be legally bound, have each caused this Agreement to be executed by their duly authorized representative as of the date and year first above written.

WITNESSES:

BOARD OF COUNTY COMMISSIONERS OF MONTGOMERY COUNTY, OHIO

\_\_\_\_\_

BY: \_\_\_\_\_  
Deborah A. Lieberman, County Commissioner

\_\_\_\_\_

BY: \_\_\_\_\_  
Judy Dodge, County Commissioner

\_\_\_\_\_

BY: \_\_\_\_\_  
Dan Foley, County Commissioner

Angela Swartz

OR  
BY: Joseph P. Tuss  
Joseph P Tuss  
Administrator  
Montgomery County, Ohio

WITNESSED BY:

JURISDICTION: HARRISON TOWNSHIP

[Signature]

COUNTY: MONTGOMERY

BY: [Signature]

ITS: Administrator

DATE: December 8, 2015

APPROVED AS TO FORM:  
MATHIAS A. HECK, JR., Prosecuting Attorney

BY: Mary Montgomery /DATE 3/8/16  
Assistant Prosecuting Attorney

IN WITNESS WHEREOF, each of the parties intending to be legally bound, have each caused this Agreement to be executed by their duly authorized representative as of the date and year first above written.

WITNESSES:

BOARD OF COUNTY COMMISSIONERS OF MONTGOMERY COUNTY, OHIO

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

BY: \_\_\_\_\_  
Deborah A. Lieberman, County Commissioner

BY: \_\_\_\_\_  
Judy Dodge, County Commissioner

BY: \_\_\_\_\_  
Dan Foley, County Commissioner

OR

*Angela Swartz*  
\_\_\_\_\_

BY: *Joseph P. Tuss*  
Joseph P Tuss  
Administrator  
Montgomery County, Ohio

WITNESSED BY:

JURISDICTION: City of Huber Heights

COUNTY: Montgomery County

*Breanne Yeater*  
\_\_\_\_\_

BY: *[Signature]*  
\_\_\_\_\_

ITS: City Manager

DATE: 1-29-2016

APPROVED AS TO FORM:  
MATHIAS A. HECK, JR., Prosecuting Attorney

BY: *Mary Montgomery* / DATE 3/3/16  
Assistant Prosecuting Attorney

IN WITNESS WHEREOF, each of the parties intending to be legally bound, have each caused this Agreement to be executed by their duly authorized representative as of the date and year first above written.

WITNESSES:

BOARD OF COUNTY COMMISSIONERS  
OF MONTGOMERY COUNTY, OHIO

\_\_\_\_\_

BY: \_\_\_\_\_  
Deborah A. Lieberman, County Commissioner

\_\_\_\_\_

BY: \_\_\_\_\_  
Judy Dodge, County Commissioner

\_\_\_\_\_

BY: \_\_\_\_\_  
Dan Foley, County Commissioner

Angela Swartz

OR

BY: Joseph P. Tuss  
Joseph P Tuss  
Administrator  
Montgomery County, Ohio

WITNESSED BY:

JURISDICTION: CITY OF KETTERING

Gregory H. Gorsch

COUNTY: MONTGOMERY

BY: Mark Schuster

ITS: CITY MANAGER

DATE: 12/14/15

APPROVED AS TO FORM:  
MATHIAS A. HECK, JR., Prosecuting Attorney

BY: Mary Montgomery /DATE 3.8.16  
Assistant Prosecuting Attorney

APPROVED AS TO FORM:

Thomas Hill  
Law Director

IN WITNESS WHEREOF, each of the parties intending to be legally bound, have each caused this Agreement to be executed by their duly authorized representative as of the date and year first above written.

WITNESSES:

BOARD OF COUNTY COMMISSIONERS  
OF MONTGOMERY COUNTY, OHIO

\_\_\_\_\_

BY: \_\_\_\_\_  
Deborah A. Lieberman, County Commissioner

\_\_\_\_\_

BY: \_\_\_\_\_  
Judy Dodge, County Commissioner

\_\_\_\_\_

BY: \_\_\_\_\_  
Dan Foley, County Commissioner

Angela Swartz

OR  
BY: Joseph P. Tuss  
Joseph P Tuss  
Administrator  
Montgomery County, Ohio

WITNESSED BY:

JURISDICTION: \_\_\_\_\_

Verity Williams

COUNTY: Miami

BY: Anthony J. Brennan

ITS: Board of Miami County  
Commissioners

DATE: 01.11.2014

APPROVED AS TO FORM:  
MATHIAS A. HECK, JR., Prosecuting Attorney

BY: Mary Montgomery /DATE 3/8/16  
Assistant Prosecuting Attorney

Approved As To Form Only  
By: Cle 1/4/16  
Miami County Prosecutor's Office

IN WITNESS WHEREOF, each of the parties intending to be legally bound, have each caused this Agreement to be executed by their duly authorized representative as of the date and year first above written.

WITNESSES:

BOARD OF COUNTY COMMISSIONERS  
OF MONTGOMERY COUNTY, OHIO

\_\_\_\_\_

BY: \_\_\_\_\_  
Deborah A. Lieberman, County Commissioner

\_\_\_\_\_

BY: \_\_\_\_\_  
Judy Dodge, County Commissioner

\_\_\_\_\_

BY: \_\_\_\_\_  
Dan Foley, County Commissioner

Angela Swartz

OR

BY: Joseph P. Tuss  
Joseph P Tuss  
Administrator  
Montgomery County, Ohio

WITNESSED BY:

JURISDICTION: Miami Township

Phil Smith

COUNTY: Montgomery

BY: [Signature]

ITS: Township Administrator

DATE: December 18, 2015

APPROVED AS TO FORM:  
MATHIAS A. HECK, JR., Prosecuting Attorney

BY: Mary Montgomery /DATE 3.8.16  
Assistant Prosecuting Attorney

IN WITNESS WHEREOF, each of the parties intending to be legally bound, have each caused this Agreement to be executed by their duly authorized representative as of the date and year first above written.

WITNESSES:

**BOARD OF COUNTY COMMISSIONERS  
OF MONTGOMERY COUNTY, OHIO**

\_\_\_\_\_

BY: \_\_\_\_\_  
Deborah A. Lieberman, County Commissioner

\_\_\_\_\_

BY: \_\_\_\_\_  
Judy Dodge, County Commissioner

\_\_\_\_\_

BY: \_\_\_\_\_  
Dan Foley, County Commissioner

*Angela Swartz*  
\_\_\_\_\_

OR

BY: *Joseph P. Tuss*  
Joseph P Tuss  
Administrator  
Montgomery County, Ohio

WITNESSED BY:

JURISDICTION: City of Miamisburg

\_\_\_\_\_  
*\_\_\_\_\_*

COUNTY: Montgomery

BY: *\_\_\_\_\_*

ITS: City of Miamisburg

DATE: 1/26/15

APPROVED AS TO FORM:  
MATTHIAS A. HECK, JR., Prosecuting Attorney

BY: *Mary Montgomery* / DATE 3.8.16  
Assistant Prosecuting Attorney

IN WITNESS WHEREOF, each of the parties intending to be legally bound, have each caused this Agreement to be executed by their duly authorized representative as of the date and year first above written.

WITNESSES:

**BOARD OF COUNTY COMMISSIONERS  
OF MONTGOMERY COUNTY, OHIO**

\_\_\_\_\_

BY: \_\_\_\_\_  
Deborah A. Lieberman, County Commissioner

\_\_\_\_\_

BY: \_\_\_\_\_  
Judy Dodge, County Commissioner

\_\_\_\_\_

BY: \_\_\_\_\_  
Dan Foley, County Commissioner

Angela Luvato

OR

BY: Joseph P. Tuss  
Joseph P Tuss  
Administrator  
Montgomery County, Ohio

WITNESSED BY:

JURISDICTION: City of Moraine

COUNTY: Montgomery

Kim Wallace

BY: D. [Signature]

ITS: City Manager

DATE: 1/15/16

APPROVED AS TO FORM:  
MATTHIAS A. HECK, JR., Prosecuting Attorney

BY: Mary Montgomery /DATE 3.8.16  
Assistant Prosecuting Attorney



IN WITNESS WHEREOF, each of the parties intending to be legally bound, have each caused this Agreement to be executed by their duly authorized representative as of the date and year first above written.

WITNESSES:

BOARD OF COUNTY COMMISSIONERS  
OF MONTGOMERY COUNTY, OHIO

\_\_\_\_\_

BY: \_\_\_\_\_  
Deborah A. Lieberman, County Commissioner

\_\_\_\_\_

BY: \_\_\_\_\_  
Judy Dodge, County Commissioner

\_\_\_\_\_

BY: \_\_\_\_\_  
Dan Foley, County Commissioner

*Angela Swartz*

OR

BY: *Joseph P. Tuss*  
Joseph P Tuss  
Administrator  
Montgomery County, Ohio

WITNESSED BY:

JURISDICTION: City of Piqua

*Deborah A. Steen*

COUNTY: Miami

BY: *Gary A. Huff*  
Gary A. Huff

ITS: City Manager

DATE: 12-17-2015

APPROVED AS TO FORM:  
MATHIAS A. HECK, JR., Prosecuting Attorney

BY: *Mary Montgomery* /DATE 3/8/16  
Assistant Prosecuting Attorney

IN WITNESS WHEREOF, each of the parties intending to be legally bound, have each caused this Agreement to be executed by their duly authorized representative as of the date and year first above written.

WITNESSES:

BOARD OF COUNTY COMMISSIONERS OF MONTGOMERY COUNTY, OHIO

\_\_\_\_\_

BY: \_\_\_\_\_  
Deborah A. Lieberman, County Commissioner

\_\_\_\_\_

BY: \_\_\_\_\_  
Judy Dodge, County Commissioner

\_\_\_\_\_

BY: \_\_\_\_\_  
Dan Foley, County Commissioner

Angela Swartz

OR

BY: Joseph P. Tass  
Joseph P Tass  
Administrator  
Montgomery County, Ohio

WITNESSED BY:

JURISDICTION: \_\_\_\_\_

Karin S. Cahill

COUNTY: Preble County

BY: Jerry C. Severt

ITS: Chairperson, Preble County Development Partnership

DATE: December 4, 2015

APPROVED AS TO FORM:  
MATHIAS A. HECK, JR., Prosecuting Attorney

BY: Mary Montgomery /DATE 2/8/16  
Assistant Prosecuting Attorney

IN WITNESS WHEREOF, each of the parties intending to be legally bound, have each caused this Agreement to be executed by their duly authorized representative as of the date and year first above written.

WITNESSES:

BOARD OF COUNTY COMMISSIONERS  
OF MONTGOMERY COUNTY, OHIO

\_\_\_\_\_

BY: \_\_\_\_\_  
Deborah A. Lieberman, County Commissioner

\_\_\_\_\_

BY: \_\_\_\_\_  
Judy Dodge, County Commissioner

\_\_\_\_\_

BY: \_\_\_\_\_  
Dan Foley, County Commissioner

*Angela Swartz*  
\_\_\_\_\_

OR

BY: *Joseph P. Tuss*  
Joseph P Tuss  
Administrator  
Montgomery County, Ohio

WITNESSED BY:

JURISDICTION: *Springboro*

*Chris Post*  
\_\_\_\_\_

COUNTY: *Warren*

BY: *Chris Post*

ITS: *City Manager*

DATE: *2-5-2016*

APPROVED AS TO FORM:  
MATHIAS A. HECK, JR., Prosecuting Attorney

BY: *Mary Montgomery* /DATE *3/8/16*  
Assistant Prosecuting Attorney

IN WITNESS WHEREOF, each of the parties intending to be legally bound, have each caused this Agreement to be executed by their duly authorized representative as of the date and year first above written.

WITNESSES:

BOARD OF COUNTY COMMISSIONERS OF MONTGOMERY COUNTY, OHIO

\_\_\_\_\_

BY: \_\_\_\_\_  
Deborah A. Lieberman, County Commissioner

\_\_\_\_\_

BY: \_\_\_\_\_  
Judy Dodge, County Commissioner

\_\_\_\_\_

BY: \_\_\_\_\_  
Dan Foley, County Commissioner

*Angela Swartz*  
\_\_\_\_\_

OR

BY: *Joseph P. Tuss*  
Joseph P Tuss  
Administrator  
Montgomery County, Ohio

WITNESSED BY:

JURISDICTION: TIPP CITY

*Bradley C. Voth*  
\_\_\_\_\_

COUNTY: MIAMI

BY: *[Signature]*  
\_\_\_\_\_

ITS: CITY MANAGER

DATE: 11-24-2015

APPROVED AS TO FORM:  
MATHIAS A. HECK, JR., Prosecuting Attorney

BY: *Mary Montgomery* /DATE 3/8/16  
Assistant Prosecuting Attorney

IN WITNESS WHEREOF, each of the parties intending to be legally bound, have each caused this Agreement to be executed by their duly authorized representative as of the date and year first above written.

WITNESSES:

BOARD OF COUNTY COMMISSIONERS OF MONTGOMERY COUNTY, OHIO

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

BY: \_\_\_\_\_  
Deborah A. Lieberman, County Commissioner

BY: \_\_\_\_\_  
Judy Dodge, County Commissioner

BY: \_\_\_\_\_  
Dan Foley, County Commissioner

OR

Angela Swartz

BY: Joseph P. Tuss  
Joseph P. Tuss  
Administrator  
Montgomery County, Ohio

WITNESSED BY:

Kelly Adams

JURISDICTION: City of Trotwood

COUNTY: Montgomery

BY: G. J. [Signature]

ITS: Senior City Manager

DATE: 1-8-2016

APPROVED AS TO FORM:  
MATHIAS A. HECK, JR., Prosecuting Attorney

BY: Mary Montgomery /DATE 2/8/16  
Assistant Prosecuting Attorney

IN WITNESS WHEREOF, each of the parties intending to be legally bound, have each caused this Agreement to be executed by their duly authorized representative as of the date and year first above written.

WITNESSES:

BOARD OF COUNTY COMMISSIONERS OF MONTGOMERY COUNTY, OHIO

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

BY: \_\_\_\_\_  
Deborah A. Lieberman, County Commissioner

BY: \_\_\_\_\_  
Judy Dodge, County Commissioner

BY: \_\_\_\_\_  
Dan Foley, County Commissioner

Angela L. Swartz

OR  
BY: Joseph P. Tuss  
Joseph P Tuss  
Administrator  
Montgomery County, Ohio

WITNESSED BY:

JURISDICTION: City of Troy, Ohio

Eric Knight

COUNTY: Miami

BY: Patrick E. J. Livingston  
Patrick E. J. Livingston  
ITS: Director of Public Service and Safety

DATE: 12-8-2015  
R-67-2015

APPROVED AS TO FORM:  
MATHIAS A. HECK, JR., Prosecuting Attorney

BY: Mary Montgomery /DATE 3/8/16  
Assistant Prosecuting Attorney

Approved as to Form:  
James Livingston  
James Livingston, Director of Law

IN WITNESS WHEREOF, each of the parties intending to be legally bound, have each caused this Agreement to be executed by their duly authorized representative as of the date and year first above written.

WITNESSES:

BOARD OF COUNTY COMMISSIONERS OF MONTGOMERY COUNTY, OHIO

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

BY: \_\_\_\_\_  
Deborah A. Lieberman, County Commissioner

BY: \_\_\_\_\_  
Judy Dodge, County Commissioner

BY: \_\_\_\_\_  
Dan Foley, County Commissioner

*Angela Swartz*  
\_\_\_\_\_

OR

BY: *Joseph P. Tuss*  
Joseph P Tuss  
Administrator  
Montgomery County, Ohio

WITNESSED BY:

JURISDICTION: *Jon Crusey*  
CITY: *Montgomery - J. Inc. Inc.*

*Greg J. ...*  
\_\_\_\_\_

BY: JON CRUSEY

ITS: CITY MANAGER

DATE: 12/7/15

APPROVED AS TO FORM:  
MATHIAS A. HECK, JR., Prosecuting Attorney

BY: *Mary Montgomery* / DATE *3/8/16*  
Assistant Prosecuting Attorney

IN WITNESS WHEREOF, each of the parties intending to be legally bound, have each caused this Agreement to be executed by their duly authorized representative as of the date and year first above written.

WITNESSES:

BOARD OF COUNTY COMMISSIONERS OF MONTGOMERY COUNTY, OHIO

\_\_\_\_\_

BY: \_\_\_\_\_  
Deborah A. Lieberman, County Commissioner

\_\_\_\_\_

BY: \_\_\_\_\_  
Judy Dodge, County Commissioner

\_\_\_\_\_

BY: \_\_\_\_\_  
Dan Foley, County Commissioner

Angela Swartz

OR

BY: Joseph P. Tuss  
Joseph P Tuss  
Administrator  
Montgomery County, Ohio

WITNESSED BY:

JURISDICTION: Washington Township

Jerrid L. Zlat

COUNTY: Montgomery

BY: W. Williams

ITS: Township Administrator

DATE: 12.7.15

APPROVED AS TO FORM:  
MATHIAS A. HECK, JR., Prosecuting Attorney

BY: Mary Montgomery / DATE 2/8/16  
Assistant Prosecuting Attorney



IN WITNESS WHEREOF, each of the parties intending to be legally bound, have each caused this Agreement to be executed by their duly authorized representative as of the date and year first above written.

WITNESSES:

BOARD OF COUNTY COMMISSIONERS OF MONTGOMERY COUNTY, OHIO

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

BY: \_\_\_\_\_  
Deborah A. Lieberman, County Commissioner

BY: \_\_\_\_\_  
Judy Dodge, County Commissioner

BY: \_\_\_\_\_  
Dan Foley, County Commissioner

Angela Swartz

OR

BY: Joseph P. Tuss  
Joseph P Tuss  
Administrator  
Montgomery County, Ohio

WITNESSED BY:

JURISDICTION: City of West Carrollton

Michael J. Lucking

COUNTY: Montgomery

BY: Bruce J. Townsend

ITS: City Manager

DATE: 2/3/16

APPROVED AS TO FORM:  
MATHIAS A. HECK, JR., Prosecuting Attorney

BY: Maury Montgomery /DATE 3/8/16  
Assistant Prosecuting Attorney

IN WITNESS WHEREOF, each of the parties intending to be legally bound, have each caused this Agreement to be executed by their duly authorized representative as of the date and year first above written.

WITNESSES:

BOARD OF COUNTY COMMISSIONERS OF MONTGOMERY COUNTY, OHIO

\_\_\_\_\_

BY: \_\_\_\_\_  
Deborah A. Lieberman, County Commissioner

\_\_\_\_\_

BY: \_\_\_\_\_  
Judy Dodge, County Commissioner

\_\_\_\_\_

BY: \_\_\_\_\_  
Dan Foley, County Commissioner

Angela Swartz

OR

BY: Joseph P. Tuss  
Joseph P Tuss  
Administrator  
Montgomery County, Ohio

WITNESSED BY:

JURISDICTION: CITY OF XENIA

Karley French

COUNTY: GREENE

BY: [Signature]

ITS: CITY MANAGER

DATE: 12-17-15

APPROVED AS TO FORM:  
MATHIAS A. HECK, JR., Prosecuting Attorney

BY: Mary Montgomery /DATE 3/8/16  
Assistant Prosecuting Attorney

## **Appendix A: Protocol Agreement**

### **Related to the BusinessFirst! Retention and Expansion Program**

#### **Purpose:**

The purpose of this agreement is to prevent the actions of any persons employed or otherwise engaged by a Member Jurisdiction and/or Regional Resource Partner (as these terms are defined in the **BUSINESSFIRST! FOR A GREATER DAYTON REGION, BUSINESS RETENTION AND EXPANSION PROGRAM, Intergovernmental Cooperation Agreement 2016-2020**) from breaching the established protocols, rules, policies and procedures of the BusinessFirst! Retention and Expansion Program ("Program"), and to provide the operational protocol between all Member Jurisdictions and Regional Resource Partners participating in the Program.

#### **Definitions:**

- A. Client – Any business included in the Program retention and expansion database.
- B. Employee and/or representative – Any person currently employed by, or retained on behalf of, a Member Jurisdiction and/or Regional Resource Partner and such person will have access to Program data and information, or otherwise assist the Member Jurisdiction in participating in the Program.

#### **Confidentiality:**

- A. Relations with Program Clients - No employee and/or representative shall release information about the business or personal matters of any Program client without permission of the particular client with the exception of a BusinessFirst! intra-jurisdictional relocation as noted in Section VI of the BusinessFirst! Intergovernmental Agreement.
- B. Information Sharing/Database Access - No employee and/or representative shall view or attempt to view information about Program clients outside of its respective jurisdictional responsibility. Program database design will include password and other protections. Member Jurisdictions and Regional Resource Partners shall be strictly responsible for the security of the Program database passwords, and shall take all precautions necessary to avoid disclosure to non-authorized persons.
- C. Administration - Montgomery County, Ohio will administer and assign passwords necessary to access the Program database, to retrieve and input Program client information. To allow for analysis of business issues and trends in aggregate, Montgomery County, Ohio shall have full and unrestricted access to all information contained in the Program database for the limited purpose of monitoring and evaluating the data/information for the purpose heretofore specified.
- D. Public Records - In the event any Member Jurisdiction receives a public records request relating to the Program, the Member Jurisdiction shall promptly forward such request to the Program implementing agency, Montgomery County, Ohio (specifically, its Department of Community and Economic Development).

**Penalties and Grievances:**

In general, the penalty for violation of any Program policy, protocol or any requirement by a Member Jurisdiction, Regional Resource Partner and/or their respective employees and representatives may include, but is not limited to, written reprimand, suspension or termination of Program database access.

If any Member Jurisdiction suspects or believes a violation of this agreement or any of the other Program policies, conditions and/or requirements occurred, it shall advise the Program Advisory Committee and the Program implementing agency, by filing a written "grievance". The determination of whether a "violation" has occurred, and any penalty to be imposed, shall be made by the majority vote of the Program Advisory Committee.

**Action:**

All Member Jurisdictions and Regional Resource Partners shall require each of its employees and/or representatives, who may or will have access to the Program retention and expansion database and/or otherwise associated with the Member Jurisdiction's participation in the Program, to read and execute the Employee/Representative Protocol Agreement Certification, which certifies that such employee and/or representative will abide by the requirements, protocols, rules, regulations and policies of the Program. Each Member Jurisdiction and Regional Resource Partner shall maintain a copy of all executed Protocol Agreement Certifications, and promptly forward a copy of same to Montgomery County, Ohio.

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**EMPLOYEE/REPRESENTATIVE  
PROTOCOL AGREEMENT  
CERTIFICATION**

I, \_\_\_\_\_, as (an employee)/(a representative) of the Member Jurisdiction/Regional Resource Partner identified below, have read a copy of the Protocol Agreement governing participation in the BusinessFirst! Program ("Program").

I hereby agree to abide by all terms, conditions, protocols, and policies of Program, especially those regarding the confidential nature of the Program information and data that I may possess, access or gain during the course of my employment with the Member Jurisdiction/Regional Resource Partner and association with the BusinessFirst! Program. I further declare and represent that no promise, inducement or agreement has been made to me for executing this Certification.

**IN WITNESS WHEREOF**, I have hereunto set my hand this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Signed in the presence of:

\_\_\_\_\_  
Witness

\_\_\_\_\_  
\_\_\_\_\_  
(Print Name)

Member Jurisdiction/Regional Resource Partner:  
\_\_\_\_\_