

RESOLUTION NO. 54-02  
CITY OF CENTERVILLE, OHIO

SPONSORED BY COUNCILMEMBER Susan W. Limesch ON THE  
16th DAY OF December, 2002.

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO AN INTERGOVERNMENTAL COOPERATION AGREEMENT, ON BEHALF OF THE CITY OF CENTERVILLE WITH OTHER MEMBER JURISDICTIONS. .

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

WHEREAS, This Program is designed to retain businesses in Montgomery County, Ohio, and to assist the participating jurisdictions to connect with the wealth generating companies who are already present in the community and determine what they need to grow and be successful.

NOW THEREFORE, THE MUNICIPALITY OF CENTERVILLE HEREBY RESOLVES:

Section 1. That the City Manager be and is hereby authorized to enter into an Intergovernmental Cooperation Agreement "Business First! Program" between the City of Centerville and Member Jurisdictions, to support the growth and retention of local businesses by identifying their needs and providing information and resources to satisfy their needs, a copy of which is attached hereto, incorporated herein, and marked as Exhibit "A".

Section 2. That this Resolution shall become effective immediately upon passage.

PASSED this 16th day of December, 2002.

Rally D. Beals  
Mayor of the City of Centerville, Ohio

ATTEST:

Marie J. Saughel  
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 54-02, passed by the Council of the City of Centerville, Ohio, on the 16<sup>th</sup> day of December, 2002.

Marie J. Saughel  
Clerk of Council

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

Department of Law  
Robert N. Farquhar  
Municipal Attorney

**BUSINESS FIRST! PROGRAM**  
**Intergovernmental Cooperation Agreement**

This Intergovernmental Cooperation Agreement ("Agreement"), dated this 2nd day of October, 2002, is between the City of Brookville, Ohio, Butler Township, Ohio, the City of Centerville, Ohio, the City of Clayton, Ohio, the City of Englewood, Ohio, the Village of Germantown, Ohio, Harrison Township, Ohio, the City of Huber Heights, Ohio, Jefferson Township, Ohio, the City of Kettering, Ohio, Miami Township, Ohio, the City of Miamisburg, Ohio, the City of Moraine, Ohio, the Village of New Lebanon, Ohio, the City of Riverside, Ohio, the City of Trotwood, Ohio, the City of Vandalia, Ohio, the City of West Carrollton, Ohio, Montgomery County, Ohio and the City of Dayton, Ohio (hereinafter collectively referred to as "Member Jurisdictions").

**WITNESSETH THAT:**

**WHEREAS**, the Member Jurisdictions desire to participate in a county-wide economic development initiative called the "Business First! 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 Jurisdictions desire to identify the roles of certain Member Jurisdiction participants, the composition of the Program, the relationships between the 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); and

**WHEREAS**, the Member Jurisdictions submitted a joint application for Sixty Two Thousand Eight Hundred and Fifty Dollars in Montgomery County ED/GE funding, which was approved by Montgomery County on December 13, 2000.

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

**I. The Business First! Program**

The Business First! Program is an economic development initiative designed to retain businesses in Montgomery County, Ohio. National studies have shown that 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 connect with the wealth generating companies who are already present in the community and determine what they need to grow and be successful. It is agreed that the Member Jurisdictions will implement the Program.

The Program was designed and an initial test implementation undertaken in 2001. In 2002, all Member Jurisdictions agreed to commence full implementation of the Program county-wide. The Program design and implementation, including survey design and technology development, has been facilitated by Business Retention Technologies (BRT), a company based in Erie, Pennsylvania. The Program will continue through calendar year 2005.

## **II. Role of Participating Jurisdictions**

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

- A. To provide computer equipment for its own use to access the shared Program database;
- B. To develop retention and expansion teams, called "outreach specialists", 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 at Exhibit A. A copy of all executed Protocol Agreement Certifications should be maintained by the Member Jurisdiction, a copy provided to Montgomery County, Ohio and, upon request, a copy provided to any Member Jurisdiction;
- G. To attend periodic Program training and refresher courses;
- H. To provide financial support for the Program, through the City of Dayton, Ohio pursuant to the Ohio Revised Code, or in the case of Member Jurisdictions who are townships, through Section §505.703 of the Ohio Revised Code;
- I. To provide annual financial support for the Program in an amount not to exceed Two Thousand Dollars (\$2,000) per Member Jurisdiction, per year, beginning in 2002 through 2005, with the exception of Montgomery County, Ohio, who will provide Program staffing and other services, as defined in Section IV below;
- J. To contact Regional Resource Partners 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; and
- L. To refer all public records requests regarding Program data and/or information to the Montgomery County Department of Economic Development.

## **III. Role of the City of Dayton, Ohio**

In addition to participating in the Program as a Member Jurisdiction, the City of Dayton, Ohio agrees to function as the contract manager for the Program. In this capacity, the City of Dayton, Ohio agrees to be responsible for administering the contract with BRT 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 BRT invoices for the services rendered for the Program, including training, technology upgrades and customer service calls.

#### **IV. Role of Montgomery County**

In addition to participating in the Program as a Member Jurisdiction, Montgomery County, Ohio agrees to function as the implementing agency for the Program. In this capacity, Montgomery County, Ohio, through its 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 ongoing training;
- B. To coordinate the annual Program evaluation, which will evaluate the effectiveness and success of the Program;
- C. To serve as liaison between the Member Jurisdictions, Regional Resource Partners and BRT;
- D. To provide Program survey assistance to Member Jurisdictions, as needed;
- E. To provide “outreach specialists” and Regional Resource Partners with password access to the Program database; and
- F. To coordinate all technology upgrades and improvements made to the Program survey tool.

#### **V. Role of Regional Resource Partners**

As the Member Jurisdictions’ outreach specialists visit local businesses related to the Program, these businesses may have a need for further assistance. Member Jurisdictions will contact “Regional Resource Partners”, defined as any government department and/or 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 (with at least a telephone call) to the referred Program business within 24-48 hours from time of contact by a Member Jurisdiction or Montgomery County, Ohio;
- 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 Montgomery County, Ohio;
- 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 Protocol Agreement Certification”, a copy of which is attached hereto at Exhibit A. A copy of all executed Protocol Agreement Certifications should be maintained by the Regional Resource Partner, a copy provided to Montgomery County, Ohio and, upon request, a copy provided to any Member Jurisdiction;
- 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; and
- F. To assist Member Jurisdictions on Program retention and expansion visits.

## **VI. Additional Participant Expectations**

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

- A. Relations with Program Clients – No employee and/or representative of a Member Jurisdiction shall release information about the business or personal matters of any Program client without permission of the particular client. For purposes of this Agreement, a “Program client” is defined as any business included in the Program database.
- B. Information Sharing/Database Access – No employee and/or representative of a Member organization 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 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, each Member Jurisdiction agrees that 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 Economic Development).

## **VII. Role of Program Advisory Committee**

The Program Advisory Committee, composed of representatives from each Member Jurisdiction, shall meet monthly to discuss policies and procedures of the Program, as well as to identify areas of the Program that require further improvements.

## **VIII. Penalties and Grievances**

In general, the penalty for violation of any Program policy, protocol or any requirement by a Member Jurisdiction 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 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.

**IX. Annual Review of Program**

All Member Jurisdictions agree that the Program was intended to operate for a minimum of five (5) years, starting in 2001. Montgomery County, Ohio will lead an annual review and evaluation of the Program, which will be completed by February 15 of each year of the Program. A Program re-evaluation will occur in 2005 to determine the continued implementation of the Program.

**X. Term**

This Agreement shall remain effective until December 31, 2005, 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 an individual Member Jurisdiction seeks to terminate its participation in the Program, it shall provide written notice of its intent to terminate its participation to Montgomery County. 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 Montgomery County. Further, such terminating Member Jurisdiction shall be prohibited from using any information gained 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 – Each Member Jurisdiction hereby certifies that all actions necessary to execute this Agreement with Dayton were taken, and that the person executing this Agreement is authorized to do so and has the power to bind the City to the terms and conditions contained herein.
- D. Liability – Each 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** – The parties hereby agree that at all times, the relationship between them shall be that of an independent contractor. 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, each 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 2002 through 2005.

**[Remainder of this page intentionally left blank.]**



City of Dayton, Ohio

Witnessed By:

By: Mattia Seeg  
Its: Deputy City Manager  
Date: Oct. 8, 02

Kathy Shier

APPROVED AS TO FORM, CORRECTNESS  
AND LEGAL SUFFICIENCY:

Robert D. Baffo  
City Attorney *WB*

APPROVED BY THE COMMISSION OF  
THE CITY OF DAYTON, OHIO:

October 2, 2002

Min. / Bk. B. F Pg. \_\_\_\_\_

Clarence E. Williams, Sr.  
Clerk of the Commission

**EXHIBIT A**

# Protocol Agreement of

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(Insert Name of Member Jurisdiction/Regional Resource Partner)

## related to the Business First! Retention and Expansion Program

### 1. 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 BUSINESS FIRST! PROGRAM Intergovernmental Cooperation Agreement dated \_\_\_\_\_, 2002) from breaching the established protocols, rules, policies and procedures of the Business First! Retention and Expansion Program ("Program"), and to provide the operational protocol between all Member Jurisdictions and Regional Resource Partners participating in the Program.

### 2. 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.

### 3. Protocols:

- 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.
- 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 Economic Development).

**4. 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.

**5. 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 Business First! Program ("Program").

I hereby agree to abide by all terms, conditions, protocols, and policies of the 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 Business First! 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: \_\_\_\_\_

CERTIFICATE OF REVENUE

I hereby certify that the agreement containing a source of revenue to the City of Dayton is officially in the Accounts Receivable data base and contains the term and conditions necessary for collection.

Director of Finance \_\_\_\_\_

*[Handwritten signature]*

TO BE COMPLETED BY FINANCE

Revenue Contract Number: 2600-4106-1 Auditor big Date 9/23/02

TO BE COMPLETED BY THE DEPARTMENT

Customer Information: Customer Number: \_\_\_\_\_

Name see attached list

Address \_\_\_\_\_

City/State/Zip \_\_\_\_\_

Revenue Information:

Fund 41627 Org2600 Rev1159 Prog 41 ActivityEDG014

Contract Information: Effective Date Dec. 1, 2002 Expiration Date Dec. 1, 2004

Rate: \$ 997.37 Rate Change Date Dec. 1, 2003

Second year Rate \$1010.53

Payment Due Date (Enter day and/or month):

Monthly \_\_\_\_\_ Quarterly: 1<sup>st</sup> \_\_\_\_\_ 2<sup>nd</sup> \_\_\_\_\_ 3<sup>rd</sup> \_\_\_\_\_ 4<sup>th</sup> \_\_\_\_\_

Annual x Other: Dec. 1, 2002 bill \$997.37, Dec. 1, 2003 bill \$1010.53

Description of Services (as they should appear on invoice):

Participation in the Business First! Program.

Department Approval \_\_\_\_\_

*[Handwritten signature]*  
NORM ESSMAN

Butler Township  
8524 N. Dixie Dr.  
Dayton, OH 45414

City of West Carrollton  
300 E. Central Ave.  
West Carrollton, OH 45449

City of Brookville  
15 E. Franklin St.  
Brookville, OH 45305

City of Centerville  
100 W. Spring Valley Rd.  
Centerville, OH 45458

City of Clayton  
6996 Taywood Rd.  
Clayton, OH 45309

City of Englewood  
333 W. National Rd.  
Englewood, OH 45322

Germantown Village  
75 N. Walnut St.  
Germantown, OH 45327

Harrison Township  
5945 N. Dixie Dr.  
Dayton, OH 45414

City of Huber Heights  
6131 Taylorsville Rd.  
Huber Heights, OH 45424

Jefferson Township  
587 Infirmary Rd.  
Dayton, OH 45427

City of Kettering  
3600 Shroyer Rd.  
Kettering, OH 45429

Miami Township  
2700 Lyons Rd.  
Dayton, OH 45342

City of Miamisburg  
2135 E. Central Ave.  
Miamisburg, OH 45342

City of Moraine  
4200 Dryden Rd.  
Moraine, OH 45439

Village of New Lebanon  
198 S. Clayton Rd.  
New Lebanon, OH 45345

City of Riverside  
1119 Harshman Rd.  
Dayton, OH 45431

City of Trotwood  
35 N. Olive Rd.  
Trotwood, OH 45426

City of Vandalia  
245 James E. Bohanan Dr.  
Vandalia, OH 45377

**City of Centerville, Ohio**

**Witnessed By:**

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

\_\_\_\_\_

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

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