

CITY OF CLAYTON, OHIO

RESOLUTION NO. R - 11 - 20 - 62

A RESOLUTION TO AUTHORIZE AND APPROVE PARTICIPATION IN THE BUSINESS FIRST INTERGOVERNMENTAL PROGRAM FOR THE YEARS 2021-2025 AT AN ANNUAL COST OF \$1,500.00

WHEREAS, Clayton Charter Section 2.04 authorizes the City to enter into Intergovernmental Agreements; and

WHEREAS, upon review it is determined by Council that participation in the Business First Program with other jurisdictions in the Miami Valley will provide coordinated approaches to business and economic development and at an annual cost not to exceed \$1,500.00.

NOW THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF CLAYTON, STATE OF OHIO:

1. That the City Manager is authorized to enter into an intergovernmental agreement with Montgomery County for participation in the Business First Program for the term of 2021-2025, at a cost of \$1,500.00 per year.

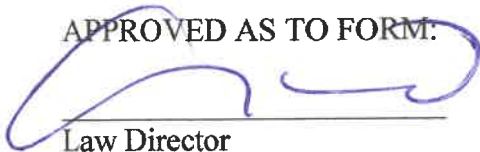
ADOPTED BY COUNCIL ON NOVEMBER 19, 2020.

AUTHENTICATION:


Mayor (Presiding Officer of Council)


Clerk of Council

APPROVED AS TO FORM:


Law Director

CERTIFICATION OF PUBLICATION

This shall certify that that the text of the above referenced enactment or a summary thereof was published once in the following newspaper and a summary posted in three places of public access as designated by Council.

Name of newspaper

Brockville Star

Date of publication

November 25, 2020


Clerk of Council

**BUSINESSFIRST! FOR A GREATER DAYTON REGION
BUSINESS RETENTION AND EXPANSION PROGRAM
Intergovernmental Cooperation Agreement
2021-2025**

This Intergovernmental Cooperation Agreement (“Agreement”), dated this 22nd day of December, 2020, is between the City of Beavercreek, Ohio – *county of Greene*; 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; Greene County, 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 Riverside, Ohio; the City of Tipp City, Ohio – *county of Miami*; the City of Springboro, Ohio – *county of Warren*; 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”).

Recitals

The Member Jurisdictions desire to participate in a region-wide Economic Development initiative called the “BusinessFirst! Program” (“Program”);

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;

The Member Jurisdictions desire to clarify the roles of its participants, the composition of the Program, the relationships between the Program and the current Member Jurisdictions, and the projected outcomes of the Program;

The Program will provide benefits to all Member Jurisdictions and the Regional Resource Partners (as defined below);

In consideration of the mutual promises and covenants set forth below, the Member Jurisdictions agree as follows:

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 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 which are already present in the community and determine what they need to grow and be successful. Our communities are committed to meeting the needs businesses of all sizes. The Program was designed and an initial test implementation was undertaken in 2001. In 2002 and in subsequent years, additional Member Jurisdictions were added as part of full implementation of the Program regionwide.

The Program design and implementation, including survey design, database, and technology development, have been facilitated by ExecutivePulse, Inc., (ExecutivePulse) a company based in Erie, Pennsylvania.

The Program will continue through calendar year 2025.

II. Definitions

- A. "Business Client" means any business included in the Program database;
- B. "Regional Resource Partner" is any government department, or community and economic development organization at the city, county, or state level, but not a Member Jurisdiction, that has formally agreed to participate in the Program through execution by its employees or agents of the Member Jurisdiction Employee/Representative Protocol Agreement Certification (included in Appendix A).

III. Role of Member Jurisdictions

Each Member Jurisdiction, throughout the term of its participation in the Program, is 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 Program business and industry data and upload into the Program database from businesses and industries located in its jurisdiction;

- E. To appoint one representative to serve on the Program Advisory Committee;
- F. To require all of its employees and representatives who will be involved in the Program, who will conduct the Program business or industry surveys, or who will have access to the Program database to execute the “Member Jurisdiction Employee/Representative Protocol Agreement Certification” (Protocol Agreement Certification), a copy of which is attached as Appendix A. Copies of all executed Protocol Agreement Certifications will be maintained by the Montgomery County Department of Community and Economic Development. Each Member Jurisdiction will keep all executed Protocol Agreement Certifications and provide copies of those certifications to the Montgomery County Department of Community and Economic Development. Upon request, a Member Jurisdiction will also provide copies of executed Protocol Agreement Certifications to any other Member Jurisdiction;
- G. To participate in training with ExecutivePulse and the Montgomery County Department of Community and Economic Development in order to improve the knowledge and skillset of its employees and to 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 \$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 \$1,500 per year (due by June 1 of each calendar year) beginning in 2021 through 2025, with the exception of Montgomery County, Ohio, which will provide Program staffing and other services, as defined in Section IV. Failure to pay by the June 1 deadline in any given calendar year will result in a review of the delinquency circumstances by the Executive Committee for possible referral to the Program Advisory Committee for sanctions
- J. To contact Regional Resource Partners within 24-48 hours of visiting a business to request assistance on behalf of Business Clients;
- K. To follow-up with Regional Resource Partners and Business Clients to ensure that their needs were addressed;
- L. To update the Program database records with the actions taken on behalf of any Business Client by the Regional Resource Partner;
- M. To maintain the confidentiality of Program information in accordance with the Member Jurisdiction Employee/Representative Protocol Agreement (Appendix A), subject to any disclosures required by Ohio’s public records laws;
- N. To notify Montgomery County Department of Community and Economic Development of all public records requests regarding Program data or information concerning Program data.

IV. 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 for the Program on behalf of the Member Jurisdictions and acting as the point of contact for Member Jurisdictions in all matters relating to ExecutivePulse 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 about 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;
- D. To provide technical assistance to the Member Jurisdictions, as needed;
- E. To provide “Outreach Professionals” and Regional Resource Partners with password access to the Program database. New database program users will be given “Outreach Professional” level of access for their respective jurisdiction and service areas (See Appendix B for access level descriptions);
- F. To coordinate all technology upgrades and improvements made to the Program survey tool;
- G. Provide support 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 but not limited to improvements to the software system and creating working committees;
- H. As the Member Jurisdictions’ point of contact regarding the ExecutivePulse contract, Montgomery County will provide the Program Advisory Committee an annual financial statement of the BusinessFirst! Program.

V. 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 but not limited to improvements to the

software system and creating working committees. The Executive Committee will meet as often as needed but no fewer than four times per year.

A. Selection and Term of Executive Committee Members:

1. Members will be made up of one representative from a participating Member Jurisdiction from each county in the BusinessFirst! region. Member Jurisdictions in each of the represented counties will nominate and select their county's representative for the Executive Committee. For purposes of selection and representation on the Executive Committee, the City of Springboro will be included in Montgomery County.

As the Program's Implementing Agency, Member Jurisdiction Montgomery County will have a permanent seat on the Executive Committee. Montgomery County's seat is in addition to the seat allocated to a Member Jurisdiction from Montgomery County. Montgomery County is ineligible to hold the seat allocated to a Member Jurisdiction from Montgomery County.

2. By December 31 of each year, Montgomery County and the Member Jurisdictions of each county will select their respective representatives for the Executive Committee to serve a one-year term commencing January 1 of the next year through a process mutually agreed by the county's Member Jurisdictions.

- B. If an Executive Committee member is unavailable to appear at a meeting or temporarily unable to serve, they may vote by proxy. This person's Member Jurisdiction may also nominate a substitute to serve during the person's period of unavailability. An Executive Committee member's unavailability may not exceed a total of 90 days during their term.

If an Executive Committee member becomes or is reasonably expected to be unavailable for a period exceeding 90 days of their term, then the person's seat will be deemed vacant. Within 30 days of the seat becoming vacant, the Member Jurisdiction(s) represented by the vacant seat will select a new representative for the Executive Committee to serve the remainder of the vacant seat's one-year term through a process mutually agreed by those Member Jurisdictions.

VI. Role of Regional Resource Partners

As each 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, or community and economic development organization at the city, county, or state level, but not a Member Jurisdiction, that has formally agreed to participate in the Program through execution by its employees or agents of the Protocol Agreement—to request additional assistance for their business clients. Regional Resource Partners are asked to do 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 representatives who will be involved in the Program or who will have access to the Program database, to execute the Protocol Agreement Certification. Copies of all executed Protocol Agreement Certifications will be maintained by the Montgomery County Department of Community and Economic Development. Each Regional Resource Partner will keep all executed Protocol Agreement Certifications and provide copies of those certifications to the Montgomery County Department of Community and Economic Development. Upon request, a Regional Resource Partner will also provide copies of executed Protocol Agreement Certifications to any Member Jurisdiction;
- D. To update the Program database records with the actions taken on behalf of any Program business client by the Regional Resource Partner;
- E. To maintain the confidentiality of Program information in accordance with the Member Jurisdiction Employee/Representative Protocol Agreement (Appendix A), subject to any disclosures required by Ohio's public records laws;
- 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 agrees to inform the business of the BusinessFirst! Program relating to company relocations and the Montgomery County Department of Community and Economic Development.

VII. Additional Participant Expectations

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

Relations with Business Clients:

No Member Jurisdiction or Regional Resource Partner, nor their employees or representatives, of may release any information about any Business Client without permission of the particular client to the extent permitted by law and except as noted in this section of the Agreement and as required by Ohio's public records laws.

Pursuit of Businesses:

The BusinessFirst! program was created to establish a systematic method for retaining and expanding businesses within the Member 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 BusinessFirst! Member Jurisdiction is unable to retain a business, it is the explicit goal to retain the business in the county in which it resides, and if not the county, the Dayton region. Therefore, no employee or representative of any Member Jurisdiction may actively pursue businesses in another Member Jurisdiction. "Actively pursue" is defined as when a Member Jurisdiction contacts businesses within another participating BusinessFirst! community by methods including but not limited to cold calls, mail, or visits.

Relocation of Businesses:

If a Member Jurisdiction is contacted by a business or the representative of a business residing in another Member Jurisdiction regarding a relocation or expansion, and the business or their representative requests available site or incentive information, Member Jurisdictions will adhere to the following protocol:

- A. Notify the business that in the county where they reside, incentives such as enterprise zones 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. Member Jurisdictions will state that they will work with the business, but they will inform the Member Jurisdiction that may be negatively impacted so that the Member Jurisdiction may attempt to conduct a BusinessFirst! interview to ascertain how the business may be assisted and retained in the community. The Member Jurisdiction 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 or the Dayton region.
 2. If unable to keep the business in the community due to a variety of business issues (e.g. current space too small or too large, market conditions change, etc.), the Member Jurisdiction 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. Member Jurisdictions that adhere to the protocol are in no way prohibited from assisting the business.
 3. Also, Member Jurisdiction/Member Jurisdictions are to do the following:
 - a. Notify the affected Member Jurisdiction and BusinessFirst! participating county with a phone call.
 - b. Post an electronic journal entry with a "BusinessFirst! Relocation Notification" through ExecutivePulse technology to the affected Member Jurisdiction 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 the business's needs (e.g., 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 will have the responsibility to institute the BusinessFirst! protocol as stated above.

Business Consolidations:

When a Member Jurisdiction learns of a potential consolidation, it will notify all of the other BusinessFirst! Member Jurisdictions 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 or representative of a Member Jurisdiction or Regional Resource Partner may access or attempt to access information about Business clients outside of its respective jurisdictional responsibility. Program database design will include password and other protections. The Member Jurisdictions and Regional Resource Partners are strictly responsible for the security of the Program database passwords and will 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 and to retrieve and input data. The Member Jurisdictions agree that the Montgomery County Department of Community and Economic Development will have full and unrestricted access to all information contained in the Program database for the limited purpose of monitoring and evaluating the data and information to analyze business issues and trends on an aggregate basis.

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

VIII. Addition of New Member Jurisdiction(s)

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

IX. Role of Program Advisory Committee

The Program Advisory Committee will be the decision-making body for the Program. It will be composed of one representative from each Member Jurisdiction. It will 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.

X. 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 a Member Jurisdiction suspects or believes a violation has occurred of this Agreement or any of the Program policies, conditions, or requirements, it will 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 will be made by the majority vote of the Program Advisory Committee.

XI. Term

The Member Jurisdiction agrees that the Program intends to operate for a minimum of five additional years, starting in 2021. A Program evaluation will occur in 2025 to determine the continued implementation of the Program.

This Agreement will remain effective until December 31, 2025, unless terminated earlier in accordance with Section XII. In the event all Member Jurisdictions agree to renew this Agreement to continue the Program, the renewal will be reduced to writing, executed by an authorized representative of all Member Jurisdictions, and if applicable or required, approved by the legislative body of each Member Jurisdiction.

XII. General Provisions

- A. Termination – This Agreement may be terminated in its entirety by mutual written agreement between all Member Jurisdictions active at the time of the termination. If a Member Jurisdiction seeks to terminate its participation in the Program, it must provide written notice of its intent to terminate its participation to the Montgomery County Department of Community and Economic Development. The termination will be effective at the date specified in the written notice, and the terminating Member Jurisdiction will promptly complete any termination activities specified by the Montgomery County Department of Community and Economic Development. The terminating Member Jurisdiction will be prohibited from using for its economic benefit any confidential information gained through its participation in the Program.
- 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, is signed by an authorized representative of each

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

- C. Capacity to Execute – The Member Jurisdictions certify 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 of this Agreement.
- 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 from the wrongful or negligent conduct of the parties’ respective employees, contractors, 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 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 will 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 or choice of laws.
- G. Relationship of Parties – At no time may the relationship between the parties under this Agreement be construed, held out, or considered as a joint venture, principal-agent, or employer-employee, except as stated otherwise in this Agreement.
- H. Representations – In executing this agreement, the Member Jurisdiction represents that it has the legislative authority to meet its financial obligation to fund the Program from 2021 through 2025 in accordance with federal, state, and local law governing the encumbrance and expenditure of public funds.
- I. Severability - If any term or provision of this Agreement or the application thereof to any person or circumstance is determined to any extent be invalid or unenforceable, the remainder of the Agreement and the application of the term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable will not be affected and will be valid and enforceable to the fullest extent permitted by law.

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Each of the parties intending to be legally bound has caused this Agreement to be executed by its authorized representative as of the date and year first above written.

WITNESSES:

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

BY: _____
Judy Dodge, County Commissioner

BY: _____
Deborah A. Lieberman, County Commissioner

BY: _____
Carolyn Rice, County Commissioner

OR


BY: _____
Michael B. Colbert
Administrator
Montgomery County, Ohio

WITNESSED BY:

JURISDICTION: CITY OF CLAYTON

COUNTY: MONTGOMERY



BY: 

ITS: CITY MANAGER

DATE: 11/25/2020

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

BY: _____ /DATE _____
Chief Assistant Prosecuting Attorney

Each of the parties intending to be legally bound has caused this Agreement to be executed by its authorized representative as of the date and year first above written.

WITNESSES:

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


BY: _____
Judy Dodge, County Commissioner

BY: _____
Deborah A. Lieberman, County Commissioner

BY: _____
Carolyn Rice, County Commissioner

OR

Emily Bradford

BY:  _____
Michael B. Colbert
Administrator
Montgomery County, Ohio

WITNESSED BY:

JURISDICTION: _____

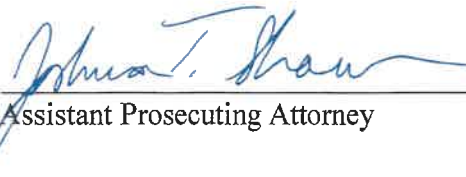
COUNTY: _____

BY: _____

ITS: _____

DATE: _____

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

BY:  _____ /DATE December 17, 2020
Assistant Prosecuting Attorney

Appendix A: Protocol Agreement

Related to the BusinessFirst! Retention and Expansion Program

Purpose:

The purpose of this agreement is to prevent any persons employed or otherwise engaged by a Member Jurisdiction 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 2021-2025**) 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. Business Client – Any business included in the Program database.
- B. Employee or representative – Any person currently employed by or retained on behalf of a Member Jurisdiction or Regional Resource Partner and has access to Program data and information or otherwise assists the Member Jurisdiction in participating in the Program.

Confidentiality:

- A. Relations with Business Clients - No Member Jurisdiction or Regional Resource Partner, nor their employees or representatives, may release any information about any Business Client without permission of the particular client to the extent permitted by law, except as noted in Section VII of the BusinessFirst! Intergovernmental Agreement and as required by Ohio’s public records laws.
- B. Information Sharing/Database Access - No employee or representative may view or attempt to view information about Business Clients outside of their respective jurisdictional responsibility. Program database design will include password and other protections. Member Jurisdictions and Regional Resource Partners will be strictly responsible for the security of the Program database passwords and will 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 and to retrieve and input Business Client information. Montgomery County Department of Community and Economic Development will have full and unrestricted access to all information contained in the Program database for the limited purpose of monitoring and evaluating the data and information to analyze business issues and trends on an aggregate basis.
- D. Public Records - If any Member Jurisdiction or Regional Resource Partner receives a public records request relating to the Program or information concerning Program data, the Member Jurisdiction will promptly forward the request to the Program Implementing

Agency, the Montgomery County 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, or their respective employees and representatives may include but is not limited to written reprimand, suspension, or termination of Program database access.

If a Member Jurisdiction suspects or believes a violation has occurred of this Agreement or any of the Program policies, conditions, or requirements, it will 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 will be made by the majority vote of the Program Advisory Committee.

Action:

All Member Jurisdictions and Regional Resource Partners will require all employees and representatives who may have access to the Program database or are otherwise associated with the Member Jurisdiction's or Regional Resource Partner's participation in the Program to read and execute the Employee/Representative Protocol Agreement Certification. The Certification requires signors to attest that they will follow the requirements, protocols, rules, regulations, and policies of the Program. Copies of all executed Protocol Agreement Certifications will be maintained by the Montgomery County Department of Community and Economic Development. Each Member Jurisdiction and Regional Resource Partner will keep all executed Protocol Agreement Certifications and provide copies of those certifications to the Montgomery County Department of Community and Economic Development. Upon request, a Member Jurisdiction or Regional Resource Partner will also provide copies of executed Protocol Agreement Certifications to any Member Jurisdiction.

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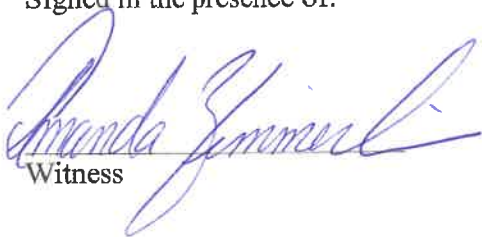
**EMPLOYEE/REPRESENTATIVE
PROTOCOL AGREEMENT
CERTIFICATION**


I, JACK KUNTZ, 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 that no promise, inducement, or agreement has been made to me for executing this Certification.

Signed this 25th day of NOV., 2020.

Signed in the presence of:


Witness


JACK KUNTZ
(Print Name)

Member Jurisdiction/Regional Resource Partner:

CITY OF CLAYTON

APPENDIX B

Jurisdiction and Partner Access Levels

User Role Options

Each ExecutivePulse CRM System provides data access by User Roles. User Roles generally consist of the following, but may vary based on your unique CRM system configuration:

Regional Administrator — Full management control over contacts, companies, and all other entities in the database across all jurisdictions. Full reporting capabilities.

Administrator — Full management control over contacts, companies, and all other entities in the database within their assigned jurisdiction/community. Full reporting capabilities.

Resource Provider — Can see only basic “need-to-know” information about entities in the database.

BSC Outreach – Full management control over contacts and companies. Full reporting capabilities. Ability to manage facility resources at the Business Solutions Center.

BusinessFirst! Outreach – All capabilities of the Administrator, minus the ability to manage other database users.

Viewer — All capabilities of the Outreach Professional, minus the ability to manage companies.