

CUYAHOGA COUNTY BUSINESS ATTRACTION AND ANTI-POACHING PROTOCOL

Purpose

The communities of Cuyahoga County wish to enter a new era of regional collaboration to promote economic development. To that end, they hope to work closely with the county to make their communities and the region more attractive to business. While these communities want to encourage businesses to locate within their boundaries, they prefer not to do so at the expense of their neighbors. Inevitably, some businesses, for their own reasons, will choose to explore re-location from one community in Cuyahoga County to another. In such instances, a balance should be struck to allow the first community the opportunity to retain the business and the second community or communities the opportunity to attract it. However, if a business has not expressed an interest in re-locating, most believe that communities should not actively pursue or “poach” that company to encourage it to move from its current location.

The purpose of this Business Attraction and Anti-Poaching Protocol is to: (1) facilitate interactions between the county and the communities to promote economic development; (2) establish a county-based “one-stop shop” for businesses considering location or expansion in Cuyahoga County; (3) express the commitment of the participating communities that they will not actively pursue the re-location of a business that has not indicated that it is considering a move from its current location in another participating community; and (4) in instances where a business is exploring a possible move, establish procedures to balance the interests of the business’ home community and other participating communities.

Principles and Protocols

In the interest of promoting the economic well-being and growth of our communities, Cuyahoga County, and Northeast Ohio, we, the undersigned, agree to the following economic development actions, principles and protocols (the “Agreement”):

1. **Business Retention and Expansion Advisory Council Established:** The undersigned agree to participate in Cuyahoga County’s Business Retention and Expansion Advisory Council (BREAC), a virtual organization that facilitates the distribution of leads from economic development organizations and site selectors to participating communities. BREAC is also a source for accessing County economic development resources and programs. Membership in BREAC is limited to those communities that enter into this Agreement (the “participating communities”) and is the County’s first step towards establishing a “one-stop shop” for businesses considering location or expansion in Cuyahoga County. In furtherance of that effort, the participating communities further agree to:

- a. Designate one person to the County's "deal team network" as the community's point of contact for all economic development matters.
 - b. Provide the community's updates to the County's "deal team database" of city resources, which provides information about participating communities' economic development programs and incentives.
 - c. Provide the community's updates to a central "available property" database.
 - d. Assist the County and economic development organizations, such as Team NEO and the Greater Cleveland Partnership, when economic development leads are identified.
2. **Business Attraction and Retention Principles:** Cuyahoga County's economy will be stronger if its communities work together, rather than against each other. These communities should focus their economic development efforts on the attraction of new businesses, the retention and expansion of existing businesses, and the promotion of their communities as good places to do business. While some businesses will choose, for their own reasons, to re-locate within the county, the focus of economic development efforts should not be on encouraging companies to move from one community to another within the county.
3. **Active Pursuit/"Poaching" of Businesses:** In keeping with the above principle, we agree that, where a business has not indicated that it is considering a move from its current location in a participating community, we will not actively pursue that business to encourage it to re-locate. "Actively pursue" means to initiate contact with the business directly, with the intent of luring the business, through cold calls, visits, mail solicitations, or marketing directed specifically at that business. This does not preclude a community from generally marketing itself as a good place to do business or generally advising its residents about the benefits of locating their businesses in their home communities.
4. **Protocol in the Event a Business Indicates That It Is Considering a Re-Location:** The following protocol applies to businesses with 25 or more full-time employees. In the event such a business residing in a different participating community contacts the mayor, manager, trustee, or economic development director of the undersigned community, either directly or through a representative, to discuss a possible re-location, we agree to follow the following protocol:
- a. We will advise the business that we want to assist the business so that they are successful .
 - b. We will ask the business whether it has advised the community in which it is currently located that it is considering a re-location and, if not, whether it objects to our advising the home community of the inquiry. If the home community has not been advised and the business does not object, we will promptly notify the mayor, manager, or trustees of the home community in writing of the inquiry.
 - c. We will not publicly propose or offer incentives to the business in support of a re-location until either the business verifies that it has notified the home community of the possible re-location or we have given that notice.
 - d. We will advise the business, if asked, that Cuyahoga County may condition the awarding of county incentives and assistance on the receipt of consent from the community in which the business is currently located.

- e. We will agree to discuss the possible relocation with the mayor, manager, or trustees of the affected home community if asked by those officials.
- f. Without making any commitment to revenue share and noting that some signatories do not favor revenue sharing, we will agree to have a discussion about the possibility of a revenue sharing agreement with the mayor, manager, or trustees of the affected home community if asked by those officials.

5. **Protocol in the Event a Business is Considering a Consolidation:** In the event a business with operations in one or more participating communities contacts a participating community to indicate that it is considering consolidating its operations in the contacted community, that community shall treat the situation as it would a potential re-location and follow the protocol outlined above.

6. **Protocol in the Event the County Learns of a Re-Location or Consolidation from a Participating Community to a Non-Participating Community:** In the event the County learns that a business is considering relocating or consolidating operations from one or more participating communities to a non-participating community or communities, the County shall have the responsibility to execute the protocols listed above.

7. **Effect of Non-Participation:** Cuyahoga County strongly encourages communities to participate in this Agreement. The County reserves the right to consider participation in this Agreement in evaluating applications under the proposed County Economic Development Fund and other programs.

8. **Term:** The Agreement shall remain in effect until December 31, 2014, unless terminated earlier in accordance with Section 9(A) below.

9. **General Provisions**

A. **Termination:** This Agreement may be terminated in its entirety by the mutual written agreement of all then-current participating communities. In the event a participating community wishes to terminate its participation, it shall provide notice of its intent to terminate to the county Executive and the other participating communities. Such termination shall be effective as of the date stated in such notice.

B. **Amendment or Modification:** This Agreement may be amended or modified by the participating communities, provided that any such modification or amendment shall become effective only upon the written agreement by the authorized authority of each participating community.

C. **Capacity to Execute:** The undersigned hereby certifies that all actions necessary to execute this Agreement were taken, and 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. **No Cause of Action Created:** No cause of action (direct, derivative, taxpayer, third-party beneficiary, or any other kind) is created or intended to be created by this Agreement.

IN WITNESS WHEREOF, each of the parties committing to the above principles and protocols has caused this Agreement to be executed by its duly-authorized representative as of the date indicated.

CUYAHOGA COUNTY, OHIO

Edward FitzGerald
County Executive

DATE: _____

JURISDICTION: _____

BY: _____

POSITION: _____

DATE: _____

