

1 **BILL NO. S-12-05-09**

2 **SPECIAL ORDINANCE NO. S-\_\_\_\_\_**

3  
4 **AN ORDINANCE** approving the awarding of the  
5 2012 CONTRACT FOR PROFESSIONAL  
6 ECONOMIC DEVELOPMENT SERVICES  
7 BETWEEN THE FORT WAYNE – ALLEN  
8 COUNTY ECONOMIC DEVELOPMENT  
9 ALLIANCE and the City of Fort Wayne, Indiana, by  
10 and through the Division of Community  
11 Development.

12 **NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL**  
13 **OF THE CITY OF FORT WAYNE, INDIANA;**

14 **SECTION 1.** That the 2012 CONTRACT FOR PROFESSIONAL  
15 ECONOMIC DEVELOPMENT SERVICES BETWEEN THE FORT WAYNE –  
16 ALLEN COUNTY ECONOMIC DEVELOPMENT ALLIANCE and the City of  
17 Fort Wayne, by and through its Division of Community Development,  
18 respectfully for:

19 2012 funding for the Fort Wayne - Allen County Economic  
20 Development Alliance for Economic Development Activities and  
21 services during;

22 involving a total cost of TWO HUNDRED FIFTY THOUSAND AND NO/100  
23 DOLLARS - (\$250,000.00) all as more particularly set forth in said  
24 CONTRACT FOR PROFESSIONAL ECONOMIC DEVELOPMENT  
25 SERVICES BETWEEN THE FORT WAYNE – ALLEN COUNTY ECONOMIC  
26 DEVELOPMENT ALLIANCE, which is on file in the Office of the Department of  
27 Purchasing, and is by reference incorporated herein, made a part hereof, and  
28 is hereby in all things ratified, confirmed and approved.



**CONTRACT FOR PROFESSIONAL ECONOMIC DEVELOPMENT SERVICES  
BY AND BETWEEN  
CITY OF FORT WAYNE, INDIANA  
AND  
FORT WAYNE – ALLEN COUNTY ECONOMIC DEVELOPMENT ALLIANCE, INC.**

THIS CONTRACT is entered into as of the 3 day of May, 2012 by between the City of Fort Wayne, Indiana ("City") and the Fort Wayne – Allen County Economic Development Alliance ("Alliance").

WHEREAS, the City has a need for professional marketing services in the area of economic development activities in Fort Wayne, Indiana; and

WHEREAS, the City desires to engage in certain activities necessary for development of the economic base of Fort Wayne, Indiana; and

WHEREAS, the City desires to engage the Alliance to render certain assistance in connection with such undertakings;

NOW, THEREFORE, the parties hereto do mutually agree as follows:

**A. Scope of Services.** The Alliance shall perform direct marketing services and economic development activities – as more particularly described in the attached 2012 Alliance Work Plan – for the calendar year 2012 (the "Direct Marketing Services").

**B. Time of Performance.** The Direct Marketing Services are to commence on January 1, 2011 and shall be complete in a timely manner as required by the City, but shall not extend beyond December 31, 2012.

**C. Compensation.** The City and the Alliance hereby agree that the fees paid to the Alliance will be a fixed amount of Two Hundred Fifty Thousand Dollars (\$250,000) and shall be paid to the Alliance for the Direct Marketing Services. Two Hundred Thousand Dollars (\$200,000) of the compensation shall be paid in four (4) equal quarterly installments of Fifty Thousand Dollars (\$50,000), the first of which will be due on January 1, 2012. The remaining Fifty Thousand Dollars (\$50,000) shall be paid upon satisfactory update to City Council on the status of the 2012 Alliance Work Plan during the 3<sup>rd</sup> Quarter of 2012. The Alliance shall invoice the City for Direct Marketing Services to be performed.

**D. Changes.** The City may, from time to time, request changes in the Scope of Services to be performed hereunder by the Alliance. Such changes, including any increase or decrease in the amount of the Alliance's compensation, if mutually agreed upon by the City and the Alliance, shall be incorporated in written addenda to this Contract. The Alliance may request a change in the maximum amount payable by the City in the event that said maximum amount does not provide just compensation for the Direct Marketing Services hereunder. The City may request a decrease in the amount payable hereunder in the event that the Alliance does not adequately perform the Direct Marketing Services hereunder. However, in no event may the

Alliance request a compensation adjustment due to variances between the Alliance's estimated and actual cost of providing the Direct Marketing Services that the City has contracted for hereunder. The parties agree to negotiate in good faith any such adjustment.

**E. Personnel.** The Alliance represents that it will be responsible for the performance of the Direct Marketing Services required hereunder will be preformed by the Alliance or its agents and all individuals engaged in work shall be fully qualified and shall be authorized or permitted under State and Local law to perform such Direct Marketing Services.

**F. Alliance Records Maintenance.** The Alliance shall maintain accounts and records, including personnel and financial records, adequate to identify and account for all costs pertaining to this contract and such other records as may be deemed necessary to assure proper accounting for all project funds.

**G. Compliance with Local Law.** The Alliance shall comply with all applicable laws, ordinances and codes of the State and Local governments.

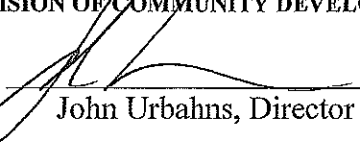
**H. Independent.** By contracting with the Alliance for the Direct Marketing Services hereunder, the City is not delegating any of its economic development decision-making authority and will continue maintaining economic development services as incumbent upon public entities.

IN WITNESS WHEREOF, the City and the Alliance have executed this Contract as of the date first above written.


FORT WAYNE – ALLEN COUNTY  
ECONOMIC DEVELOPMENT ALLIANCE, INC.

By:   
Mick McCollum, President

CITY OF FORT WAYNE  
DIVISION OF COMMUNITY DEVELOPMENT

By:   
John Urbahns, Director

To: Common Council  
Introduced May 8, 2012  
Discussed May 15, 2012

From: John Urbahns, Division Director   
Community Development

Date: May 3, 2012

Re: Fort Wayne/Allen County Economic Development Alliance

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In the 2012 CEDIT Plan, Council approved \$200,000 in the marketing budget to be used for our marketing contract with the Fort Wayne/Allen County Economic Development Alliance. At that time we discussed the potential of increasing the funding to \$300,000. Over the last 9 months, we have worked jointly with Allen County, the Chamber of Commerce and the Alliance on a revamped 2012 Work Plan. The contract we have submitted is for \$250,000. The first \$200,000 of the contract represents a status quo funding for the agency. For the remaining \$50,000 in funding, we have asked the Alliance to give Council a mid-year report on the increased activities in the work plan. The report will give Council the opportunity to review the work of the Alliance in the 3<sup>rd</sup> Quarter of 2012.

The Alliance is our community's primary marketing and prospect development arm. In operation since late 2000, the Alliance has been instrumental in improving our community's ability to respond to both economic challenges and opportunities.

The work that the Alliance does is absolutely critical to our ability to market this community to new and expanding employers. We have been extremely pleased with the Alliance's work to date. As of the date of this memo a projected 10,855 jobs have been created as a result of projects assisted by the Alliance, and 30,564 jobs have been retained. Total projected investment in that time frame is \$1,440,119,877.

We request that you approve the 2012 contract. Thank you for your attention to this important matter.