

BILL NO. S-16-03-10

SPECIAL ORDINANCE NO. S-_____

AN ORDINANCE approving the awarding of the 2016
CONTRACT FOR PROFESSIONAL ECONOMIC
DEVELOPMENT SERVICES between ECONOMIC
IMPROVEMENT DISTRICT FOR THE DOWNTOWN AREA
OF THE CITY OF FORT WAYNE – dba – "DOWNTOWN
IMPROVEMENT DISTRICT ("DID")" and the City of Fort
Wayne, Indiana.

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

SECTION 1. That the 2016 CONTRACT FOR PROFESSIONAL ECONOMIC
DEVELOPMENT SERVICES by and between ECONOMIC IMPROVEMENT DISTRICT FOR
THE DOWNTOWN AREA OF THE CITY OF FORT WAYNE – dba – "DOWNTOWN
IMPROVEMENT DISTRICT ("DID")" and the City of Fort Wayne, Indiana, in connection with
the Board of Public Works, is hereby ratified, and affirmed and approved in all respects,
respectfully for:

Professional management, communications, marketing, business and
real estate development services regarding economic development
activities for Downtown Fort Wayne, Indiana in 2016;

involving a total cost of ONE HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS –
(\$150,000.00). A copy of said Contract is on file with the Office of the City Clerk and made
available for public inspection, according to law.

SECTION 2. That this Ordinance shall be in full force and effect from and after its
passage and any and all necessary approval by the Mayor.

Member of Council

APPROVED AS TO FORM A LEGALITY

Carol Helton, City Attorney

**CONTRACT FOR PROFESSIONAL ECONOMIC DEVELOPMENT SERVICES
BY AND BETWEEN THE CITY OF FORT
WAYNE, INDIANA AND
NORTHEAST INDIANA REGIONAL PARTNERSHIP**

THIS CONTRACT is entered into as of the ____ day of _____ 2016, by and between the City of Fort Wayne, Indiana ("Public Entity") and the Northeast Indiana Regional Partnership ("Partnership").

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

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

WHEREAS, the Public Entity desires to engage the Partnership to render certain assistance in connection with such undertakings; such as direct marketing of county and regional assets, operation and maintenance of a regional webpage, research support and access to data attendant to direct marketing and in support of related economic development activities of the Partnership and full engagement in regional planning and communication forums.

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

- A. **Scope of Services.** The Partnership shall perform at least sixteen hundred (1600) hours of direct marketing services and economic development activities – as more particularly described in the original case statement for the Northeast Indiana Regional Partnership, per calendar year quarter under this contract in a satisfactory and proper manner (the "Direct Marketing Services").
- B. **Time of Performance.** The Direct Marketing Services are to commence on January 1, 2016 and shall be complete in a timely manner as required by the Public Entity, but shall not extend beyond December 31, 2016.
- C. **Compensation.** The Public Entity and the Partnership hereby agree that the fees paid to the Partnership will be a fixed amount of One Hundred Twenty-Five Thousand Dollars (\$125,000) and shall be paid to the Partnership for Direct Marketing Services. Said amounts shall be paid in Four (4) installments of Thirty-One Thousand Two Hundred Fifty Dollars (\$31,250), the first of which shall be due by April 1, 2016. The Partnership shall invoice the Public Entity for Direct Marketing Services already provided. Said invoice shall describe the activities and Direct Marketing Services performed by the Partnership.
- D. **Changes.** The Public Entity may, from time to time, request changes in the Scope of Services to be performed hereunder by the Partnership. Such changes, including and increase

or decrease in the amount of the Partnership's compensation, if mutually agreed upon by the Public Entity and the Partnership, shall be incorporated in written addenda to this Contract. The Partnership may request a change in the maximum amount payable by the Public Entity in the event that said maximum amount does not provide just compensation for the Direct Marketing Services provided hereunder. The Public Entity may request a decrease in the amount payable hereunder in the event that the Partnership does not adequately perform the Direct Marketing Services hereunder. However, in no event may the Partnership request a compensation adjustment due to variances between the Partnership's estimated and actual cost of providing the Direct Marketing Services that the Public Entity has contracted for hereunder. The parties agree to negotiate in good faith any such adjustment.

- E. **Personnel.** The Partnership represents that it will be responsible for performance of the Direct Marketing Services. All Direct Marketing Services required hereunder will be performed by the Partnership or its agents and all individuals engaged in the work shall be fully qualified and shall be authorized or permitted under State and Local law to perform such Direct Marketing Services.
- F. **Partnership Records Maintenance.** The Partnership 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 Partnership shall comply with all applicable laws, ordinances and codes of the State and Local governments.
- H. **Independent.** By contracting with the Partnership for the Direct Marketing Services hereunder, the Public Entity 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 Public Entity and the Partnership have executed this Contract as of the date first above written.

Greg Leatherman, Director
Community Development Division
City of Fort Wayne

John Sampson, President/CEO
Northeast Indiana Regional
Partnership

Admn. Appr. _____

DIGEST SHEET

TITLE OF ORDINANCE: Ordinance Approving the Awarding of the 2016 Contract for Direct Marketing Services by the City of Fort Wayne, Indiana, and Northeast Indiana Regional Partnership for the Division of Community Development

DEPARTMENT REQUESTING ORDINANCE: Community Development Division

SYNOPSIS OF ORDINANCE: Ordinance approves awarding the 2016 contract for services between the City and the Northeast Indiana Regional Partnership

EFFECT OF PASSAGE: Continue the provision of economic development marketing services provided by the Northeast Indiana Regional Partnership

EFFECT OF NON-PASSAGE: Potential loss economic development marketing services

MONEY INVOLVED (DIRECT COSTS, EXPENDITURES, SAVINGS):

ASSIGNED TO COMMITTEE (CO-CHAIRS): Glynn Hines and John Crawford

To: Common Council
Introduced March 8, 2016
Discussed March 15, 2016

From: Greg Leatherman, Division Director
Community Development

Date: March 8, 2016

Re: Northeast Indiana Regional Marketing Partnership

In the City of Fort Wayne's 2016 CEDIT Plan, Council approved \$125,000 in the Marketing budget to be used for our marketing contract with the Northeast Indiana Regional Marketing Partnership.

The Northeast Indiana Regional Marketing Partnership will undertake direct marketing of county and regional assets, operation and maintenance of a regional webpage, research support and access to data attendant to direct marketing and in support of related economic development activities of the Partnership and full engagement in regional planning and communication forums.

The work that the Northeast Indiana Regional Marketing Partnership will do is extremely critical to our ability to market the new and expanding employers in the Northeast Indiana region.

We request that you approve the 2016 contract. Thank you for your attention to this important matter.