

**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 effective as of the ____ day of March, 2019, 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 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 attendance 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, 2019 and shall be complete in a timely manner as required by the Public Entity, but shall not extend beyond December 31, 2019.

C. **Compensation.** The Public Entity and the Partnership hereby agree that the fees paid to the Partnership will be a fixed amount of \$125,000 and shall be paid to the Partnership for Direct Marketing Services. Said amounts shall be paid in Four (4) installments of \$31,250.00, the first of which shall be due by April 1, 2019. 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 any 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. 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 ensure 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.

I. Advocacy. The Northeast Indiana Regional Partnership does not engage in advocacy work. The employees of the Regional Partnership will conduct themselves in a professional and ethical manner while performing their duties under this contract. This contract does not infringe on the constitutional rights of the employees of the Partnership and does not include political activities while employees are not in their official capacity.

IN WITNESS WHEREOF, the Public Entity and the Partnership have executed this Contract as of the date first above written.

CITY OF FORT WAYNE, INDIANA

By: _____

Name: Cindy Joyner

Its: Director, Community Development Division

**NORTHEAST INDIANA REGIONAL
PARTNERSHIP**

By: _____

Name: John Sampson

Its: President and CEO