

BILL NO. S-19-02-31

SPECIAL ORDINANCE NO. S-_____

AN ORDINANCE approving the awarding of the 2019
CONTRACT FOR DIRECT MARKETING SERVICES BY THE
CITY OF FORT WAYNE, INDIANA AND NORTHEAST INDIANA
REGIONAL PARTNERSHIP for the DIVISION OF COMMUNITY
DEVELOPMENT

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

SECTION 1. That the 2019 CONTRACT FOR DIRECT MARKETING SERVICES
between the City of Fort Wayne, and NORTHEAST INDIANA REGIONAL PARTNERSHIP for the
DIVISION OF COMMUNITY DEVELOPMENT, respectfully for:

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:

involving a total cost of ONE HUNDRED TWENTY-FIVE THOUSAND AND NO/100 DOLLARS –
(\$125,000.00) all as more particularly set forth in said CONTRACT FOR DIRECT MARKETING
SERVICES which is on file in the Office of the Department of Purchasing, and is by reference
incorporated herein, made a part hereof, and is hereby in all things ratified, confirmed and
approved.

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

DIGEST SHEET

TITLE OF RESOLUTION. Ordinance Approving the Awarding of the 2019 Contract for Direct Marketing Services by and between the Northeast Indiana Regional Partnership and the City of Fort Wayne, by and through the Division of Community Development

DEPARTMENT REQUESTING RESOLUTION. Community Development Division

SYNOPSIS OF RESOLUTION. Ordinance approves awarding the 2019 contract for marketing services between the City of Fort Wayne and the Northeast Indiana Regional Partnership.

EFFECT OF PASSAGE. Continue the provision of marketing services provided by Northeast Indiana Regional Partnership

EFFECT OF NON-PASSAGE. Potential loss of economic development marketing services

MONEY INVOLVED (DIRECT COSTS, EXPENDITURES, SAVINGS).

ASSIGNED TO COMMITTEE (PRESIDENT). _____

To: Common Council
Introduced February 26, 2019

From: Cindy Joyner, Division Director
Community Development

Date: February 26, 2019

Re: Northeast Indiana Regional Partnership

In the 2019 CEDIT Plan, Council approved \$125,000 in the marketing budget to be used for our marketing contract with the Northeast Indiana Regional Partnership.

The Northeast Indiana Regional Partnership will undertake direct marketing of county and regional assets, operation and maintenance of a regional webpage, research support and access to date 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 Northeast Indiana Regional Partnership will do is extremely critical to our ability to market this community to new and expanding employers in the Northeast Indiana region.

We request that you approve the 2019 contract. Thank you for your attention to this important matter.

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

THIS CONTRACT FOR PROFESSIONAL ECONOMIC DEVELOPMENT SERVICES ("this agreement") is entered into effective as of the ____ day of March, 2019 (the "Effective Date") by and between the City of Fort Wayne, Indiana (Public Entity) and the Northeast Indiana Regional Partnership Inc. ("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 Partnership's mission is to build, market and sell Northeast Indiana to increase business investment; and

WHEREAS, the Public Entity desires to engage the Partnership to render certain assistance in connection with such undertakings, such as, among other efforts, (i) building a globally-competitive regional product, including regional efforts to develop, retain and attract talent in and to Northeast Indiana in support of and in collaboration with local efforts; (ii) marketing regional assets nationally and internationally, including operation and maintenance of a regional website; (iii) building and maintaining relationships with site selection consultants; and (iv) regional research support and full engagement in regional planning and communication forums (collectively, hereinafter, the "Services").

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

A. Scope of Services. The Partnership shall develop and execute an annual business plan to deliver the desired Services, available for review with the Public Entity, a copy of which shall be attached hereto and incorporated herein, as updated annually, as Exhibit "A". The

parties agree that the Partnership shall provide its services as an independent contractor and the Public Entity shall not control the activities of the Partnership.

B. Time of Performance. This Agreement shall commence on the 1st day of January, 2019, and continue for a period of one (1) year thereafter, 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 Services (the "Compensation"). Said Compensation 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 Services already provided. Said invoice shall describe the activities and 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 Compensation, if mutually agreed upon by the Public Entity and the Partnership, shall be incorporated in written addenda to this Agreement. 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 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 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 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 Services. All 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 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 Agreement and such other records as may be deemed necessary to ensure proper accounting for all Services provided.

G. Findings Confidential. All findings, including but not limited to reports, information, data, and the like, prepared or assembled by the Partnership under this Agreement are confidential and the Partnership agrees that such findings shall not be made available to any individual or organization without prior written approval of the Public Entity, unless otherwise required by law.

H. Copyright. No report, maps, or other documents produced in whole or in part under this Agreement shall be the subject of an application for copyright by or on behalf of the Partnership.

I. Compliance with Local Law. The Partnership shall comply with all applicable laws, ordinances and codes of the state and local governments.

J. Independent. By contracting with the Partnership for the 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.

K. Advocacy. The Northeast Indiana Regional Partnership does not engage in campaign 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 Agreement as of the Effective Date set forth hereinabove.

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