

BILL NO. S-20-01-12

SPECIAL ORDINANCE NO. S-_____

AN ORDINANCE APPROVING THE 2020 CONTRACT FOR PROFESSIONAL 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 BY AND THROUGH 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 2020 AGREEMENT 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, by and through its Division of Community Development, respectfully for:

2020 funding professional management, communications, marketing, business and real estate development services regarding economic development activities for Downtown Fort Wayne, Indiana.

Involving a total cost of ONE HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS – (\$150,000.00) all as more particularly set forth in said AGREEMENT FOR ECONOMIC DEVELOPMENT, 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 FORMAL LEGALITY

Carol Helton, City Attorney

**CONTRACT FOR PROFESSIONAL ECONOMIC DEVELOPMENT SERVICES
BY AND BETWEEN CITY OF FORT WAYNE, INDIANA
AND THE
ECONOMIC IMPROVEMENT DISTRICT FOR THE DOWNTOWN AREA OF
THE CITY OF FORT WAYNE**

THIS CONTRACT is entered into as of the _____ day of _____, 2020 by and Between the City of Fort Wayne, Indiana ("City") and the Economic Improvement District for the Downtown Area of the City of Fort Wayne – dba "Downtown Improvement District" ("DID").

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

WHEREAS, the City has a need for professional management, communications, marketing, and business and real estate development services with regard to economic development activities for Downtown Fort Wayne, Indiana, and

WHEREAS, the Economic Improvement District for the Downtown Area of the City of Fort Wayne is organized under Indiana Code 36-7-22 as an Economic Improvement District, for the purposes of planning and managing development or improvement activities; designing, landscaping, beautifying, and maintaining public areas or public ways; promoting commercial activity or public events; and supporting business recruitment and development, among other activities; and

WHEREAS, the City desires to engage the Fort Wayne Downtown Improvement District, Inc. to render assistance in connection with such undertakings;

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

- A. Scope of Services.** The DID shall perform at least one thousand forty (1,040) hours of direct management, communications, marketing, beautification, maintenance, and business and real estate development services with regard to economic development activities – as more particularly described in that certain 2020 DID Business Plan---per calendar year under this contract in a satisfactory and proper manner (the "Direct Business Services").
- B. Time of Performance.** The Direct Business Services will be retroactive to January 1, 2020 and shall be completed in a timely manner as required by the City, but shall not extend beyond December 31, 2020.
- C. Compensation.** The City and the DID hereby agree that the fees paid to the DID will be a fixed amount of One Hundred Thousand Dollars (\$100,000) and shall be paid to the DID for the Direct Business Services. Said amounts shall be paid in four (4) equal quarterly installments of Twenty-Five Thousand Dollars, the first of which will be due on March 31, 2020, and continuing on June 30, 2020, September 30, 2020 and December 31, 2020. The DID shall invoice the City for Direct Business Services already provided. Said invoice shall describe the activities and Direct Business Services performed by the DID.

- D. **Capital Improvements Fund.** In addition, the City and the DID hereby agree that a sum of \$50,000 shall be paid to the DID with the first installment in Section C (Compensation), to be held by the DID for expenditure on capital improvements to benefit the Downtown Economic Improvement District, including but not limited to street furnishings, trash and recycling containers; banners; and necessary equipment to maintain these improvements and to carry out the Scope of Services as described in Section A above. The City and DID agree that while it is the intent of both parties to fully expend this sum during 2020, such amounts not spent on capital interns and equipment will carry over for expenditure on the same terms as 2020, and for the same specified purposes, in 2020. Any balance under this Section not expended by 12/31/2020 will be returned to the City.

The DID shall include with each quarterly invoice, beginning with the second quarterly invoice, a Capital Improvement Fund Report detailing the expenditures made, and balance remaining in the fund. Failure to furnish the required documentation may, at the sole discretion of the City, constitute an Event of Default under the terms of this Agreement.

In the Event of Default under this Agreement, the Company shall repay the City the balance of the fund as of the most recent quarterly report submitted.

- E. **Changes.** The City may, from time to time, request changes in the Scope of Services to be performed hereunder by the DID. Such changes, including any increase or decrease in in the amount of the DID's compensation, if mutually agreed upon by the City and the DID, shall be incorporated in written addenda to this Contract. The DED 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 Business Services provided hereunder. The City may request a decrease in the amount payable hereunder in the event that the DID does not adequately perform the Direct Business Services hereunder. However, in no event may the DID request a compensation adjustment due to variances between the DID's estimated and actual cost of providing the Direct Business Services that the City has contracted for hereunder. The parties agree to negotiate in good faith any such adjustment.
- F. **Personnel.** The DID represents that it will be responsible for performance of the Direct Business Services. All Direct Business Services required hereunder will be performed by the DID 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 Business Services.
- G. **DID Records Maintenance.** The DID 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.
- H. **Compliance with Local Law.** The DID shall comply with all applicable laws, ordinances, and codes of the State and Local governments.

1. The DID Board certifies that in accordance with the reauthorization of the "Economic Improvement District of the City of Fort Wayne" by Special Ordinance No. S-66-15, on July 28th, 2015, as amended, and likewise pursuant to the

requirements of IC 36-7-22-11, and the By-Laws governing the nomination of directors, the 2020 Board will consist of fifteen (15) members and that the majority of these members will be property owners within the District.

2.

- I. **Independent.** By contracting with the DID for the Direct Business 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. The DID is an entity wholly independent from the City and is service as an independent contractor under this Contract.

IN WITNESS WHEREOF, the City and the DID have execute d this Contract as of date first above written.

Cindy Joyner, Director
City of Fort Wayne
Division of Community Development

Michael Galbraith, President
Downtown Improvement District

DIGEST SHEET

TITLE OF RESOLUTION. Ordinance Approving the Awarding of the 2020 Contract for Economic Development Services by and between the 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, by and through Division of Community Development

DEPARTMENT REQUESTING RESOLUTION. Community Development Division

SYNOPSIS OF RESOLUTION. Approves the continued engagement with the Economic Improvement District for the Downtown Area of the City of Fort Wayne dba "Downtown Improvement District" (DID) and the City of Fort Wayne

EFFECT OF PASSAGE. The approval of these funds allows continued and seamless collaboration between City Economic Development and Economic Improvement District for the Downtown Area of the City of Fort Wayne dba "Downtown Improvement District" (DID).

EFFECT OF NON-PASSAGE. There would be a potential loss of Economic Development services.

MONEY INVOLVED (DIRECT COSTS, EXPENDITURES, SAVINGS).

Community Development Funds	\$150,000
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ASSIGNED TO COMMITTEE. Finance Committee_____

To: Common Council

From: Andrea Robinson, PhD
Community Development
Economic Development Administrator

Date: January 7, 2020

RE: Economic Improvement District for the Downtown Area of the City of Fort Wayne dba
"Downtown Improvement District" (DID)

In the 2020 CEDIT Plan, Council approved \$100,000 for direct business services and \$50,000 for capital improvement projects for Downtown Fort Wayne. The attached contract for the Downtown Improvement District will be used for marketing, business and real estate development services regarding economic development activities described in the DID's 2020 Action Plan and Capital improvement projects within the District.

We request that you approve the 2020 contract. Thank you for your attention to this important matter.