

1 **BILL NO. S-21-12-07**

2 **SPECIAL ORDINANCE NO. S-_____**

3 AN ORDINANCE approving the AMENDMENT
4 NUMBER 9 to THE AGREEMENT between the City of
5 Fort Wayne, Indiana, and THE FERGUSON GROUP,
L.L.C.

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

8 **SECTION 1.** That the Amendment Number 9 to the Agreement between
9 the City of Fort Wayne and The Ferguson Group, L.L.C. ("Agreement"), a copy of
10 which is attached hereto and incorporated herein by reference as Exhibit A,
11 pursuant to which the Agreement will be extended for:

12 A term of twelve (12) months beginning January 1, 2022 through
13 December 31, 2022

14 Involving an annual cost of SEVENTY THOUSAND AND 00/100 DOLLARS –
15 (\$70,000.00) – is hereby in all things ratified, confirmed and approved.
16

17 **SECTION 2.** That this Ordinance shall be in full force and effect from and
18 after its passage and any and all necessary approval by the Mayor.
19

20
21
22 _____
Council Member

23
24
25 APPROVED AS TO FORM AND LEGALITY

26
27 
28 Carol Helton, City Attorney
29
30

**AMENDMENT NUMBER 9 TO THE AGREEMENT BETWEEN
CITY OF FORT WAYNE, INDIANA AND THE FERGUSON GROUP, L.L.C.**

This Amendment No. 9 is hereby entered into this 1st day of January 2022, by and between the City of Fort Wayne, Indiana, hereinafter referred to as "the City," and The Ferguson Group, L.L.C., hereinafter referred to as "the Washington Representative."

1. On December 13, 2012, the City and the Washington Representative did enter into a written Agreement; and
2. The parties now mutually desire to amend said agreement as specified in Paragraphs 3 and 4 below.
3. The Ferguson Group agrees to provide Stephanie Crandall with a quarterly account of their work on behalf of the City.
4. In consideration of the mutual promises contained herein, the parties agree to amend said Agreement as follows:
 - a. The Agreement shall take effect the 1st day of January 2022 and terminate the 31st day of December 2022.
 - b. The annual fee reflected in the Agreement shall no longer include a commitment of \$20,000 from Community Development (the annual fee for this Agreement shall be \$70,000, rather than \$90,000, which shall be billed in twelve monthly installments of approximately \$5,833.33).
5. All other provisions of said Agreement shall remain in full force and effect and are hereby reaffirmed as originally stated.

THE FERGUSON GROUP, L.L.C.



W. Roger Gwinn
CEO

CITY OF FORT WAYNE, IN

Garry Morr
Controller

Date: 11-23-2021

Date: _____