

1 **BILL NO. S-20-11-21**

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

3 AN ORDINANCE approving the AMENDMENT
4 NUMBER 8 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 8 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, 2021 through
13 December 31, 2021

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.

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22 _____
Council Member

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24
25 APPROVED AS TO FORM AND LEGALITY

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27
28 _____
Carol Helton, City Attorney
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**AMENDMENT NUMBER 8 TO THE AGREEMENT BETWEEN
CITY OF FORT WAYNE, INDIANA AND THE FERGUSON GROUP, L.L.C.**

This Amendment No. 8 is hereby entered into this 1st day of January 2021, 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 2021 and terminate the 31st day of December 2021.
 - 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.

CITY OF FORT WAYNE, IN

W. Roger Gwinn
CEO

Garry Morr
Controller

Date: 11-18-2020

Date: _____



1130 Connecticut Avenue, NW
Suite 300
Washington DC 20036
Tel: 202.331.8500
Fax: 202.331.1598

December 3, 2012

The Honorable Tom Henry
Mayor
City of Fort Wayne
200 East Berry Street – 4th Floor
Fort Wayne, IN 46802

Dear Mayor Henry:

Mark Limbaugh and I appreciated and enjoyed the opportunity to sit down with members of your extremely capable staff over the course of two full days to talk about the intersection of the City of Fort Wayne and the programs and policies of the federal government. The conversations ran the course from negative effects of EPA regulations on your water and sewer ratepayers and regionalization of your systems, to funding for the SE Quadrant Community Center, to three separate USDOT TIGER grant possibilities. We found the discussions very stimulating and the visit resulted in the attached memo, meant to characterize the discussions and parse out the areas where The Ferguson Group might work with your staff to the benefit of the City and its citizens.

The memo describes the discussion we had with each of nine City or City/County agencies, details the issues communicated, and provides specific actions that TFG could assist the City to engage in with the federal government to resolve individual issues, assist in funding specific projects or work with the City to mitigate some of the regulatory impediments faced by Fort Wayne. We firmly believe that, working with your City staff, we can help the City make significant progress to the benefit of the outstanding work your staff is currently doing.

In my 36 years of working with communities like yours, the one indicator of long-term success that I've observed is working with city/county staff that understands their issues from the 30,000-foot perspective, as well as that of the day-to-day implementation. I believe you have that staff in Fort Wayne. I would like to particularly commend Brent, who put the meetings together and guided us through nine very useful sessions. TFG would be very proud to work with you and City staff to help solve some of your federally-related issues and problems, much to the benefit of your community.

It was obvious from our meetings that while there are dozens of issues where having a Washington office would prove useful, four of your departments felt it was worthy of investing their resources. With this letter of agreement, we propose to work with specific city departments: City Utilities, Public Works, Community Development and Parks and Recreation, in order to develop a fluid set of priorities for both the short-term and long-term. We would use that work as a guide in the development of Fort Wayne's Federal Agenda. This Agenda would direct TFG's work with you and your staff in Washington, D.C. on Fort Wayne's behalf. The Agenda would also allow for items that emerge in the future but are not currently identified. The Agenda would

also serve as a performance-based accountability tool for both the City and TFG and would clearly set forth Fort Wayne's goals for engaging Washington representation.

The Ferguson Group will support the City's four participating departments on the tasks, as identified in the Agenda. For any specific activities, our scope of work may include any or all of the following, as applicable and necessary:

- 1.) *Strategic Advice* – TFG will provide strategic counsel to the City in all matters concerning applicable Congressional action, federal agency policy and regulation, and the federal activities of other interests having an impact on the City and its citizens.
- 2.) *Assistance in Communicating and Working with Federal Officials* – TFG will assist the City in contacting Congressional Members and staff, congressional committees and federal agency officials and staff at all levels of the Federal government on these matters, and will assist the City and its staff in educating, negotiating and advocating its goals and objectives with these officials and staff.
- 3.) *Advocacy on Budget* – TFG will seek the inclusion of resources in the President's budget requests for the applicable federal agencies to the extent it is necessary to accomplish the City's objectives.
- 4.) *Recommendations and Advocacy on Statutory Authorizations* – It is likely that federal legislation may be necessary to achieve some of the outlined objectives in the Agenda. Where this is the case, TFG will provide the City's congressional delegation, and the relevant congressional committees and federal agencies with institutional expertise and support as necessary to develop, advocate for, and implement federal legislation and authorities.
- 5.) *Build Stakeholder Support* – TFG will advise the City on obtaining and coordinating stakeholder support from key organizations or individuals (such as environmental groups or business interests) that may be necessary to implement our strategy or objectives.
- 6.) *Appropriations/Grants Advocacy* – Where federal funding assistance is appropriate to achieving the City's objectives, TFG will provide the necessary logistical and institutional support to the Indiana congressional delegation and the appropriate Federal agencies in pursuing these funding requests.

For these services, TFG proposes an annual agreement of a monthly fee of \$7,500 along with an accommodation for reimbursable expenses to be capped at \$4,000 for the year. Reimbursable expenses would include such items as pre-approved travel to Fort Wayne and in-town Washington expenses such as local transportation to meetings and copying of documents. The proposed fee of \$90,000 on an annual basis would be divided along the following basis according to each department's commitment: Utilities \$40,000; Public Works \$20,000; Community Development \$20,000 and Parks and Recreation \$10,000. Every effort will be made, with guidance from Brent, to allocate work load roughly in proportion to the department's share of their funding. TFG will initially organize a conference call with each of the four departments to refine and/or extend the specific priorities contained in the notes from the June 27th and 27th meetings (notes attached) before proceeding with work.

Notwithstanding this allocation of work effort, TFG will make itself available to consult with other interested departments, as well as your office, and where desirable and with direction from

Brent, perform additional work, with a separate compensation arrangement negotiated on a case-by-case basis.

TFG agrees to report to the City regularly on the status of the Federal Agenda and to advise the City on additional steps to be taken in order to achieve the agreed upon goals and objectives. In addition, TFG agrees to file all required documentation according to the Lobbying Disclosure Act to properly represent the City before Congress and federal agencies.

This agreement shall become effective immediately upon signing and the representation and payment obligations agreed to herein shall be for one-year commencing on the date of your signature. Either party may terminate this agreement at any time by giving the other party 30-days notice, in writing, of such termination.

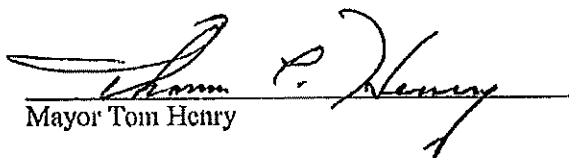
The Ferguson Group is looking forward to a productive working relationship with the City of Fort Wayne. If the terms of this letter of agreement are acceptable, please sign and date both originals and return one copy to us at your earliest convenience.

In the meantime, if you are in Washington or have any questions, please do not hesitate to call me at 202-331-8500.

Best regards,



William Ferguson
Chairman



Mayor Tom Henry

Date 12-13-12

Encl.