

AN ORDINANCE approving the 2020 AGREEMENT FOR
ECONOMIC DEVELOPMENT SERVICES BETWEEN NORTHEAST
INDIANA REGIONAL PARTNERSHIP, 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 ECONOMIC DEVELOPMENT
SERVICES BETWEEN THE NORTHEAST INDIANA REGIONAL PARTNERSHIP and the City of
Fort Wayne, by and through its Division of Community Development, respectfully for:

direct marketing of county and regional assets, operation
and maintenance of regional webpage, research support
and access to data attendant to direct marketing and in
support of related economic development activities of the
Partnership and in full engagement in regional planning and
communication:

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 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

THIS CONTRACT FOR PROFESSIONAL ECONOMIC DEVELOPMENT SERVICES (this "Agreement") is entered into by and between the City of Fort Wayne, an Indiana political subdivision (the "Client"), and the Northeast Indiana Regional Partnership, Inc., an Indiana not-for-profit corporation (the "Partnership"). As used herein, the "Effective Date" shall be the last date on which the Client or Partnership sign this Agreement.

WHEREAS, the Client has a need for professional marketing and economic development services in the City of Fort Wayne (the "Area"); and

WHEREAS, the Client desires to engage in certain activities necessary for economic development within the Area; and

WHEREAS, the Partnership's mission is to build, market and sell Northeast Indiana to increase business investment; and

WHEREAS, the Client desires to engage the Partnership to render general economic development assistance such as: (i) building a globally-competitive regional product, including regional efforts to develop, retain and attract talent in and to the Area and 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, the "Services").

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

A. **Business Plan of Services.** The Partnership shall develop a business plan to deliver the desired Services during the Term (as hereinafter defined), utilizing the Strategies set forth in Exhibit "A". The Partnership shall make the business plan available for review by the Client prior to the start of the Term.

B. Time and Performance of Services. The Partnership shall use its best efforts to execute the business plan, and deliver and perform the Services, from the 1st day of January, 2020, until and through December 31, 2020 (the "Term").

C. Compensation. The Client and the Partnership hereby agree that the fees to be paid by the Client to the Partnership under this Agreement shall be a fixed amount as set forth on the Compensation Schedule attached hereto and incorporated herein as Exhibit "B" (as stipulated, the "Compensation"). The Partnership shall submit to the Client one or more invoices identifying with sufficient documentation to evidence the Services already provided and setting forth the amount of Compensation then due the Partnership. Progress on the Services delivered or performed may be reported from time to time by the Partnership through scheduled LEDO Council, Mayors and Commissioners Caucus, Regional Opportunities Council, and Partnership Board meetings. The Client shall make payment to the Partnership on all invoices submitted at the times set forth on the Compensation Schedule.

D. Changes. The Client may from time to time request changes in the scope of the Services to be delivered or performed hereunder by the Partnership, or changes to the business plan developed by the Partnership to deliver and perform the same. Such changes, including any increase or decrease in the Compensation to be paid by the Client to the Partnership pursuant to this Agreement, if mutually agreed upon by the Client and the Partnership, shall be incorporated in a written addendum, or by supplement to this Agreement, the business plan, and the Compensation Schedule, as the case may be. The parties agree to negotiate in good faith any changes requested, or adjustment in the Compensation to be paid by the Client to the Partnership pursuant to this Agreement as a result thereof. However, in no event may the Partnership request a Compensation adjustment due to variances between the Partnership's estimated and actual cost of developing and executing the business plan or for the delivery and performance of the Services that the Client has contracted for hereunder, or by any written addendum or supplement.

E. Personnel. The Partnership represents that it will be responsible for development and execution of the business plan and for the delivery and performance of the Services. The parties agree that the Partnership shall provide its services pursuant to this Agreement as an independent contractor and the Client shall not control the activities of the Partnership. The

Partnership and its agents, and all individuals engaged in the delivery and performance of the Services, may represent to the general public, or to any other person or entity, that they are independent contractors contractually affiliated with the Client to deliver and perform the Services contemplated by this Agreement and shall do so if reasonably necessary to clarify any misunderstanding by the general public of the relationship of the parties. The development and execution of the business plan and the delivery and performance of the Services by the Partnership hereunder will be performed by the Partnership or its agents, and all individuals engaged in the delivery and performance of the Services shall be fully qualified and shall be authorized or permitted under state and local law to deliver and 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 the Services delivered and performed.

G. Findings Confidential. The Partnership shall use its reasonable best efforts to cause its agents and all individuals engaged in the delivery and performance of the Services, to hold in confidence any and all findings (including but not limited to reports, information, data, and the like) prepared or assembled by the Partnership on behalf of the Client under this Agreement, unless otherwise required by law or consented to by the Client.

H. Grant of License. Subject to applicable law, the Partnership grants to Client an unlimited, nonexclusive, nontransferable license to use all data and documents (including but not limited to reports, information, data, and the like), prepared or assembled by the Partnership on behalf of the Client under this Agreement.

I. Compliance with Local Law. The Partnership shall comply with all applicable laws, ordinances and codes of the state and local governments. This Agreement is made and entered into in the State of Indiana, and shall in all respects be interpreted, enforced and governed under the laws of the State of Indiana.

J. Independent. By contracting with the Partnership for the delivery and performance of the Services, the Client is not delegating any of its economic development

decision-making authority and will continue maintaining economic development services [as incumbent upon public entities]. The Client hereby acknowledges that the Partnership may assist other governmental entities or economic development entities in ways that are similar to the Services contemplated under this Agreement. The Client waives any actual or purported conflict of interest of the Partnership arising from the provision of such assistance.

K. **Authority.** By execution of this Agreement, the parties represent their agreement to be bound by the terms provided herein. The undersigned, if executing this Agreement on behalf of an entity represents and warrants that he or she has been authorized by that entity to enter into this Agreement and bind the entity to perform all duties and obligations stated in this Agreement.

L. **Financial Reporting.** The parties agree that the Compensation is for and in exchange of professional services to be rendered to the Client by the Partnership. Unless otherwise required by law or otherwise consented to by the Partnership, the Compensation shall be reported by the Client in any report or other filing to be filed with any state or federal agency (i.e., the Annual Financial Report (AFR)) pursuant to IC §5-11-1-4 or other applicable statute, as “fee for service” payments, and not as “State or Local Grant” assistance.

M. **Anti-discrimination.** As per IC §22-9-1-10, the Partnership warrants that neither the Partnership nor any of its agents will discriminate against any employee or applicant for employment in the performance of this Agreement, with respect to his or her hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of his or her race, religion, color, sex, disability, national origin, or ancestry.

N. **E-Verify Requirement.** The Partnership shall enroll in and verify the work eligibility status of all its newly hired employees through the E-Verify program; provided, however, that the Partnership is not required to verify the work eligibility status of all its newly hired employees through the E-Verify program if the E-Verify program no longer exists.]

O. **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.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Client and the Partnership have executed this Agreement as of the Effective Date.

Dated: _____, 20__.

By: _____

Its: _____

Dated: _____, 20__.

**NORTHEAST INDIANA REGIONAL
PARTNERSHIP, INC.**

By: _____

Name: John Sampson

Its: President and CEO

Exhibit A

2020 Winning Statements & Strategies

WINNING STATEMENTS

REGIONAL LEADERSHIP	BUSINESS ATTRACTION	TALENT ATTRACTION	TALENT DEVELOPMENT	ORGANIZATIONAL EXCELLENCE
Instill shared ownership and accountability in regional leaders at all levels to drive business investment	Identify and attract new business investment to enhance the prosperity of Northeast Indiana's residents	Attract and retain people to live and work in Northeast Indiana to accelerate business growth and investment	Increase the skills and competencies of Northeast Indiana residents to unleash investment by employers	Be a best-in-class organization that drives results for the region

STRATEGIES

REGIONAL LEADERSHIP	BUSINESS ATTRACTION	TALENT ATTRACTION	TALENT DEVELOPMENT	ORGANIZATIONAL EXCELLENCE
1. Collaborate with regional leaders to jointly develop, deploy and own tactics to achieve V2030 goals 2. Leverage relationships to secure funding, time and resources of regional leaders to accomplish key priorities 3. Increase the influence of the region statewide	1. Issue projects with a primary focus on the identified target industries and average wage per employee above the Northeast Indiana regional average 2. Become a best-in-class Business Development organization 3. Build and promote a strong regional product and Northeast Indiana business climate	1. Attract new residents to Northeast Indiana through awareness 2. Attract talent for Food/Agriculture and Specialty Insurance through focused initiatives 3. Create and promote a place where Northeast Indiana residents are proud to live 4. Build and promote a strong regional product	1. Create a talent development arm of the Northeast Indiana Regional Partnership 2. Provide EXPERIENCES that help students gain the skills & be exposed to opportunities to help them discover what they're good at and how to get paid for it 3. Empower students to develop SKILLS to help them discover what they're good at and how to get paid for it 4. Provide OPPORTUNITIES to students that allow them to be paid for what they're good at.	1. Build and sustain a forward-thinking culture rooted in collaboration, tenacity and exceeding expectations 2. Create a disciplined and agile organization positioned to anticipate and respond to the region's needs 3. Develop and implement human systems to attract and retain the best talent

EXHIBIT "B"

Compensation Schedule

Total 2020: \$125,000			
Installment Due April 30	Installment Due July 31	Installment Due October 1	Installment Due January 31
\$31,250	\$31,250	\$31,250	\$31,250

Addendum A

2020 Northeast Indiana Regional Partnership Contract Metrics

Marketing—Please provide the 2020 Marketing Plan. Based on the metrics you provided, what are the goals for each category. What are the top priorities?

Describe the:

- *National PR Impressions*
- *Target talent advertising campaign results*
- *Website Hits*

Talent—Please provide the 2020 plan for Talent and Education. Based on the metrics you provided, what are the key metrics, specifically as they relate to Fort Wayne/Allen County? What happens to students participating in the internship program. What are the outcomes from the student engagement opportunities-do students get offered

Discuss the number of

- *Employers Participating in the Regional Internship Program*
- *Interns Participating in the Regional Internship Program*

Business Development—Please provide the business development plan for 2020. Based on the metrics you provided, what are the goals for each category? How does this support the work being done by GFW?

Discuss the number of:

- *Site selectors contacted*
- *Site selector events*
- *Site selector visits*
- *Projects Issued*
- *Pipeline Jobs*
- *Pipeline Capital Investment*
- *Pipeline Average Wage*

DIGEST SHEET

TITLE OF RESOLUTION. A Resolution approving funding for the 2020 Contract for Services by and between the Northeast Indiana Regional Partnership and the City of Fort Wayne through the Division of Community Development

DEPARTMENT REQUESTING RESOLUTION. Community Development Division

SYNOPSIS OF RESOLUTION. Approves the continued engagement with Northeast Indiana Regional Partnership, to obtain professional marketing and project coordination services to enhance the effectiveness of the City's economic development efforts.

EFFECT OF PASSAGE. The approval of these funds allows continued and seamless collaboration between City Economic Development and Northeast Indiana Regional Partnership.

EFFECT OF NON-PASSAGE. There would be a lack of adequate economic development marketing and project coordination resulting fewer opportunities for economic development with current and prospective city constituents.

MONEY INVOLVED (DIRECT COSTS, EXPENDITURES, SAVINGS).

Community Development Funds	\$125,000.00
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ASSIGNED TO COMMITTEE. Finance Committee

To: Common Council

From: Andrea Robinson, PhD
Community Development
Economic Development Administrator

Date: June 1, 2020

RE: Northeast Indiana Regional Partnership Contract for services

In the 2020 CEDIT Plan, Council approved \$125,000 in the marketing budget to be used for the 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 data related to direct marketing and in support of related economic development activities of the Partnership and in full engagement in regional planning and communication forums.

As highlighted in the proposed contract for services the Partnership will render general economic development assistance such as regional efforts to develop, retain and attract talent; regional and national marketing; building and maintaining relationships with site selection consultants; and regional research support.

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