

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30

BILL NO. S-12-05-09

SPECIAL ORDINANCE NO. S- 58-12

AN ORDINANCE approving the awarding of the 2012 CONTRACT FOR PROFESSIONAL ECONOMIC DEVELOPMENT SERVICES BETWEEN THE FORT WAYNE – ALLEN COUNTY ECONOMIC DEVELOPMENT ALLIANCE 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 2012 CONTRACT FOR PROFESSIONAL ECONOMIC DEVELOPMENT SERVICES BETWEEN THE FORT WAYNE – ALLEN COUNTY ECONOMIC DEVELOPMENT ALLIANCE and the City of Fort Wayne, by and through its Division of Community Development, respectfully for:

2012 funding for the Fort Wayne - Allen County Economic Development Alliance for Economic Development Activities and services during;

involving a total cost of TWO HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS - (\$250,000.00) all as more particularly set forth in said CONTRACT FOR PROFESSIONAL ECONOMIC DEVELOPMENT SERVICES BETWEEN THE FORT WAYNE – ALLEN COUNTY ECONOMIC DEVELOPMENT ALLIANCE, 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.

Read the first time in full and on motion by Harper and duly adopted, read the second time by title and referred to the Committee on Finance (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at Room 030 Council Discussion Garden Level - Citizens Square, Fort Wayne, Indiana, on _____, the _____ day of _____, 2012, at _____ o'clock _____ M.,E.S.T.

DATED: 5-8-12

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Read the third time in full and on motion by Harper, and duly adopted, placed on its passage. **PASSED** LOST
by the following vote:

	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAINED</u>	<u>ABSENT</u>
<u>TOTAL VOTES</u>	<u>9</u>	_____	_____	_____
<u>BENDER</u>	<u>✓</u>	_____	_____	_____
<u>CRAWFORD</u>	<u>✓</u>	_____	_____	_____
<u>DIDIER</u>	<u>✓</u>	_____	_____	_____
<u>HARPER</u>	<u>✓</u>	_____	_____	_____
<u>HINES</u>	<u>✓</u>	_____	_____	_____
<u>JEHL</u>	<u>✓</u>	_____	_____	_____
<u>PADDOCK</u>	<u>✓</u>	_____	_____	_____
<u>SHOAFF</u>	<u>✓</u>	_____	_____	_____
<u>SMITH</u>	<u>✓</u>	_____	_____	_____

DATED: 5-22-12

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as ~~(ANNEXATION)~~ (APPROPRIATION) (GENERAL) (SPECIAL) (ZONING) ORDINANCE (RESOLUTION) NO. 5-58-12 on the 22nd day of May, 2012

ATTEST:
Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

SEAL
[Signature]
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 23rd day of May, 2012, at the hour of 3:00 o'clock P M.,E.S.T.

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Approved and signed by me this 25th day of MAY 2012, at the hour of 8:00 o'clock A M.,E.S.T.

Thomas C. Henry
THOMAS C. HENRY, MAYOR

**CONTRACT FOR PROFESSIONAL ECONOMIC DEVELOPMENT SERVICES
BY AND BETWEEN
CITY OF FORT WAYNE, INDIANA
AND
FORT WAYNE – ALLEN COUNTY ECONOMIC DEVELOPMENT ALLIANCE, INC.**

THIS CONTRACT is entered into as of the 3 day of May, 2012 by between the City of Fort Wayne, Indiana (“City”) and the Fort Wayne – Allen County Economic Development Alliance (“Alliance”).

WHEREAS, the City has a need for professional marketing services in the area of economic development activities in Fort Wayne, Indiana; and

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

WHEREAS, the City desires to engage the Alliance to render certain assistance in connection with such undertakings;

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

A. Scope of Services. The Alliance shall perform direct marketing services and economic development activities – as more particularly described in the attached 2012 Alliance Work Plan – for the calendar year 2012 (the “Direct Marketing Services”).

B. Time of Performance. The Direct Marketing Services are to commence on January 1, 2011 and shall be complete in a timely manner as required by the City, but shall not extend beyond December 31, 2012.

C. Compensation. The City and the Alliance hereby agree that the fees paid to the Alliance will be a fixed amount of Two Hundred Fifty Thousand Dollars (\$250,000) and shall be paid to the Alliance for the Direct Marketing Services. Two Hundred Thousand Dollars (\$200,000) of the compensation shall be paid in four (4) equal quarterly installments of Fifty Thousand Dollars (\$50,000), the first of which will be due on January 1, 2012. The remaining Fifty Thousand Dollars (\$50,000) shall be paid upon satisfactory update to City Council on the status of the 2012 Alliance Work Plan during the 3rd Quarter of 2012. The Alliance shall invoice the City for Direct Marketing Services to be performed.

D. Changes. The City may, from time to time, request changes in the Scope of Services to be performed hereunder by the Alliance. Such changes, including any increase or decrease in the amount of the Alliance’s compensation, if mutually agreed upon by the City and the Alliance, shall be incorporated in written addenda to this Contract. The Alliance 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 Marketing Services hereunder. The City may request a decrease in the amount payable hereunder in the event that the Alliance does not adequately perform the Direct Marketing Services hereunder. However, in no event may the

Alliance request a compensation adjustment due to variances between the Alliance's estimated and actual cost of providing the Direct Marketing Services that the City has contracted for hereunder. The parties agree to negotiate in good faith any such adjustment.

E. Personnel. The Alliance represents that it will be responsible for the performance of the Direct Marketing Services required hereunder will be preformed by the Alliance or its agents and all individuals engaged in work shall be fully qualified and shall be authorized or permitted under State and Local law to perform such Direct Marketing Services.

F. Alliance Records Maintenance. The Alliance 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.

G. Compliance with Local Law. The Alliance shall comply with all applicable laws, ordinances and codes of the State and Local governments.

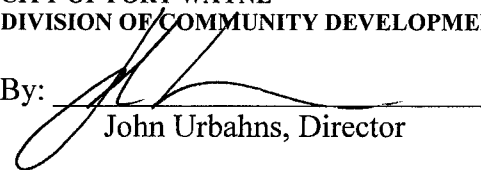
H. Independent. By contracting with the Alliance for the Direct Marketing Services hereunder, the City is not delegating any of its economic development decision-making authority and will continue maintaining economic development services as incumbent upon public entities.

IN WITNESS WHEREOF, the City and the Alliance have executed this Contract as of the date first above written.

FORT WAYNE – ALLEN COUNTY
ECONOMIC DEVELOPMENT ALLIANCE, INC.

By: 
Mick McCollum, President

CITY OF FORT WAYNE
DIVISION OF COMMUNITY DEVELOPMENT

By: 
John Urbahns, Director