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2 **BILL NO. S-12-05-14**

SPECIAL ORDINANCE NO. S- 59-12

3 **AN ORDINANCE** approving the awarding of the
4 2012 CONTRACT FOR DIRECT MARKETING
5 SERVICES BY THE CITY OF FORT WAYNE,
6 INDIANA, AND NORTHEAST INDIANA
REGIONAL PARTNERSHIP for the DIVISION OF
COMMUNITY DEVELOPMENT.

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

9 **SECTION 1.** That the 2012 CONTRACT FOR DIRECT MARKETING
10 SERVICES between the City of Fort Wayne, and NORTHEAST INDIANA
11 REGIONAL PARTNERSHIP for the DIVISION OF COMMUNITY
12 DEVELOPMENT, respectfully for:

13
14 direct marketing of county and regional assets, operation and
15 maintenance of a regional webpage, research support and
16 access to data attendant to direct marketing and in support of
17 related economic development activities of the Partnership and
full engagement in regional planning and communication forums:

18 involving a total cost of ONE HUNDRED TWENTY-FIVE THOUSAND AND
19 NO/100 DOLLARS - (\$125,000.00) all as more particularly set forth in said
20 CONTRACT FOR DIRECT MARKETING SERVICES which is on file in the
21 Office of the Department of Purchasing, and is by reference incorporated
22 herein, made a part hereof, and is hereby in all things ratified, confirmed and
23 approved.
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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.



Council Member

APPROVED AS TO FORM AND LEGALITY



Carol Helton, City Attorney

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 _____ placed on its passage. **PASSED** by the following vote:

Harper
LOST

	<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: 5-20-12

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. 5-59-12 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
THE CITY OF FORT WAYNE, INDIANA
AND
NORTHEAST INDIANA REGIONAL PARTNERSHIP**

THIS CONTRACT is entered into as of the 1st day of January 2012, by and between the City of Fort Wayne, Indiana ("Public Entity") and the Northeast Indiana Regional Partnership ("Partnership").

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

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

WHEREAS, the Public Entity desires to engage the Partnership to render certain assistance in connection with such undertakings; such as direct marketing of county and regional assets, operation and maintenance of a regional webpage, research support and access to data attendant to direct marketing and in support of related economic development activities of the Partnership and full engagement in regional planning and communication forums.

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

A. Scope of Services. The Partnership shall perform at least sixteen hundred (1600) hours of direct marketing services and economic development activities—as more particularly described in the original case statement for the Northeast Indiana Regional Partnership, per calendar year quarter under this contract in a satisfactory and proper manner (the "Direct Marketing Services").

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

C. **Compensation.** The Public Entity and the Partnership hereby agree that the fees paid to the Partnership will be a fixed amount of One Hundred and Twenty-Five Thousand (\$125,000) and shall be paid to the Partnership for the Direct Marketing Services. Said amounts shall be paid in Four (4) installments of Thirty-One Thousand, Two Hundred, and Fifty Dollars (\$31,250.00), the first of which shall be due by April 1, 2012. The Partnership shall invoice the Public Entity for Direct Marketing Services already provided. Said invoice shall describe the activities and Direct Marketing Services performed by the Partnership.

D. **Changes.** The Public Entity may, from time to time, request changes in the Scope of Services to be performed hereunder by the Partnership. Such changes, including any increase or decrease in the amount of the Partnership's compensation, if mutually agreed upon by the Public Entity and the Partnership, shall be incorporated in written addenda to this Contract. The Partnership may request a change in the maximum amount payable by the Public Entity in the event that said maximum amount does not provide just compensation for the Direct Marketing Services provided hereunder. The Public Entity may request a decrease in the amount payable hereunder in the event that the Partnership does not adequately perform the Direct Marketing Services hereunder. However, in no event may the Partnership request a compensation adjustment due to variances between the Partnership's estimated and actual cost of providing the Direct Marketing Services that the Public Entity has contracted for hereunder. The parties agree to negotiate in good faith any such adjustment.

E. **Personnel.** The Partnership represents that it will be responsible for performance of the Direct Marketing Services. All Direct Marketing Services required hereunder will be performed by the Partnership 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 Marketing 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 contract and such other records as may be deemed necessary to assure proper accounting for all project funds.

G. **Findings Confidential.** All findings, including but not limited to reports, information, data, and the like, prepared or assembled by the Partnership under this Contract are confidential and the Partnership agrees that such findings shall not be made available to any individual or organization without prior written approval of the Public Entity, unless otherwise required by law.

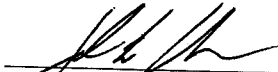
H. **Copyright.** No report, maps, or other documents produced in whole or in part under this Contract shall be the subject of an application for copyright by or on behalf of the Partnership.

I. **Compliance with Local Law.** The Partnership shall comply with all applicable laws, ordinances and codes of the State and Local governments.

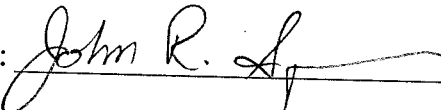
J. **Independent.** By contracting with the Partnership for the Direct Marketing Services hereunder, the Public Entity is not delegating any of its economic development decision-making authority and will continue maintaining economic development services as incumbent upon public entities.

IN WITNESS WHEREOF, the Public Entity and the Partnership have executed this Contract as of the date first above written.

CITY OF FORT WAYNE

By: 
Its: Director of Community Development

**NORTHEAST INDIANA REGIONAL
PARTNERSHIP**

By: 
Name: John Sampson
Its: President/CEO