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BILL NO. S-17-04-02

SPECIAL ORDINANCE NO. S- 61-17

AN ORDINANCE approving the 2017 AGREEMENT FOR ECONOMIC DEVELOPMENT SERVICES BETWEEN FORT WAYNE - ALLEN COUNTY ECONOMIC DEVELOPMENT ALLIANCE, INC. and the City of Fort Wayne, Indiana by and through the Division of Community Development.

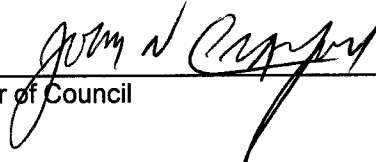
**NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:**

**SECTION 1.** That the 2017 AGREEMENT FOR ECONOMIC DEVELOPMENT SERVICES BETWEEN THE FORT WAYNE - ALLEN COUNTY ECONOMIC DEVELOPMENT ALLIANCE, INC. and the City of Fort Wayne, by and through its Division of Community Development, respectfully for:

2017 funding for the Fort Wayne - Allen County Economic Development Alliance for Direct Marketing Services and Economic Development Activities during 2017;

involving a total cost of TWO HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS - (\$250,000.00) all as more particularly set forth in said AGREEMENT FOR 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.

**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 FORM A LEGALITY

  
\_\_\_\_\_  
Carol Helton, City Attorney

## AGREEMENT FOR ECONOMIC DEVELOPMENT SERVICES

This Agreement for Economic Development Services is dated February 20, 2017 but effective as of January 1, 2017 (the "Effective Date") by and between the City of Fort Wayne, Indiana, by and through its Division of Community Development ("City") and the Fort Wayne -Allen County Economic Development Alliance, Inc., an Indiana non-profit corporation, by and through its affiliate, Greater Fort Wayne, Inc., an Indiana non-profit corporation ("GFW").

### RECITALS:

City is engaged in an ongoing economic development program to benefit its citizens through the retention and creation of employment opportunities and the expansion of City's tax base. City desires to obtain professional marketing and project coordination services to enhance the effectiveness of its economic development program. GFW is engaged in various economic development activities in northeast Indiana including the providing of professional marketing and project coordination services for the benefit of public and quasi-public entities (the "Economic Development Services") and desires to perform the Economic Development Services for City in accordance with the term and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, conditions and promises contained in this Agreement, City and GFW agree as follows:

- SCOPE OF SERVICES:** GFW shall perform the Economic Development Services described in Schedule A attached hereto and made a part hereof (the "Scope of Economic Development Services"). The Economic Development Services shall be performed by GFW in accordance with the goals and performance measures set forth in attached Schedule A. The goals and performance measures will be used by the parties to evaluate the performance by GFW hereunder during the Term.
- TERM** This Agreement shall commence as of the Effective Date and shall continue until December 31, 2017 (the "Term") unless terminated by City or GFW prior thereto in accordance with Section 10 hereof. GFW shall perform and deliver all of the Economic Development Services during the Term at such times and in such components as the parties shall determine or as City may reasonably request.
- COMPENSATION.** Subject to Section 10. hereof, GFW shall be paid a fee of Two Hundred, Fifty Thousand and 00/100 Dollars (\$250,000.00) (the "Fee"), payable in four (4) equal quarterly installments of Sixty Two Thousand Five Hundred and 00/100 Dollars (\$62,500.00) for the performance of the Economic Development Services in accordance with the terms of this Agreement, commencing with the first quarter of 2017. The Fee shall include payment for all costs and expenses incurred by or on behalf of GFW in the performance and delivery of the Economic Development Services. Each quarterly payment shall be made within thirty (30) days following submission of an invoice for payment which shall include a detailed description of the Economic Development Services performed by GFW for such quarter.
- CHANGES TO SCOPE OF ECONOMIC DEVELOPMENT SERVICES.** City may from time to time during the Term request changes in the Scope of Economic Development services. Such changes, including any increase or decrease in compensation hereunder upon which City and GFW agree as a result of such changes, shall be contained in a written amendment to this Agreement. City may also request a decrease in the amount of compensation payable to GFW hereunder in the event GFW fails to perform and deliver the Economic Development Services or fails to achieve the goals or meet the performance measures in the performance and delivery of the Economic Development Services as provided in attached Schedule A. The parties shall negotiate in good faith any adjustment to compensation under this Section 4.
- STAFFING.** GFW shall utilize qualified and competent professional staff, consultants, independent contractors and subcontractors authorized under applicable federal, state and local laws, rules and regulations to

perform and deliver the Economic Development services under this Agreement. GFW shall provide City in advance with a written list of consultants, independent contractors and subcontractors whom GFW intends to engage in the performance and delivery of the Economic Development Services.

6. **REPORTS.** GFW shall submit quarterly written or electronic reports to City which shall provide a description of the goals targeted, activities undertaken and accomplishments that have been achieved during the previous quarter together with a description of projects to be undertaken during the following quarter. On or before January 15, 2018, GFW shall submit to City a final written report which documents the Economic Development Services performed and the work accomplished by GFW under this Agreement during the Term (the "Final Report"). The Final Report shall document the accomplishments during the Term, identify any significant deviation by GFW in the performance of the Scope of Economic Development Services and outline plans, recommendations and projections for calendar year 2018 in the event the parties have agreed to renew this Agreement.

7. **OWNERSHIP OF DOCUMENTS.** All documents, data, literature, logos and other materials (including computer software), whether in written or electronic form, generated by GFW in the performance of its obligations under this Agreement (the "Documents") shall be and remain the property of GFW. Upon City's written request, GFW shall reproduce and deliver copies of the Documents to City.

8. **COMPLIANCE WITH LAWS.**

A. GFW shall comply with all federal, state and local statutes, rules, regulations and ordinances in the performance and delivery of the Economic Development Services and regarding any other matter pertaining in any manner to this Agreement.

B. This Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Indiana.

C. The parties agree that any action at law or in equity initiated by either party regarding or relating to this Agreement shall be heard by a court of applicable Jurisdiction located In Allen County, Indiana.

9. **RELEASE AND INDEMNIFICATION.** To the fullest extent permitted by law, GFW agrees to forever release, defend, indemnify and hold harmless City, its officers, directors, employees, agents, departments and divisions, from and against any and all loss of or damage to property, injuries to or death of any person or persons, and/or all claims, damages, suits, costs, expenses, liability, actions or proceedings of any kind or nature whatsoever, including, without limitation, Worker's Compensation claims, both known and unknown and whether now existing or hereafter arising, which is in any manner related to or associated with the performance and delivery of the Economic Development Services by or any other act or omission to act by GFW, its employees, independent contractors, subcontractors, consultants and agents in connection with this Agreement. This release and Indemnification shall survive the expiration or earlier termination of this Agreement for any reason.

10. **TERMINATION.** Either City or GFW may terminate this Agreement prior to the expiration of the Term, with or without cause, upon written notice to the non-terminating party. If termination is for cause, which shall include any impropriety, default or breach under this Agreement by the non-terminating party, the terminating party shall provide ten (10) days' notice of termination. If termination is without cause, the terminating party shall provide thirty (30) days' notice of termination. City may also terminate this Agreement prior the expiration of the Term, in the event budgeted funds are not available to pay GFW the compensation described in Section 3, hereof upon written notice to GFW. In the event of termination prior to the expiration of the Term by either party, City shall be responsible for payment of the compensation to and including the date of notice of termination under this Section 10.

11. **BEST EFFORTS.** GFW shall devote its best efforts and resources to the performance and delivery of the Economic Development Services hereunder and the performance of all ancillary services reasonably requested by

City or required under this Agreement in connection with GFW's performance hereunder in order to achieve the maximum effectiveness and success of City's economic development program.

12. INDEPENDENT CONTRACTOR. GFW is at all times serving as an independent contractor of City hereunder, and no employees, consultants and subcontractors of GFW are employees of City. GFW is responsible for all obligations relating to federal and state income tax, self-employment, Medicare and FICA taxes and contributions and all other employer taxes, contributions and withholdings related to its employees.

13. NOTICES. All notices sent by City or GFW under this Agreement shall be personally delivered or sent by United States prepaid certified mail, return receipt requested as follows:

If to City:  
City of Fort Wayne  
Citizens Square 200 East Main Street  
Suite 420  
Fort Wayne, IN 46802  
Attn: Deputy Mayor

If to GFW:  
Greater Fort Wayne, Inc.  
200 East Berry Street Suite 800  
Fort Wayne, IN 46802  
Attn: Chief Executive Officer

14. ASSIGNMENT. GFW shall not assign, subcontract or transfer any right, duty or obligation of GFW under this Agreement without the prior written consent of City. City understands that GFW may engage consultants or subcontractors to assist GFW in the performance and delivery of the Economic Development Services.

15. AMENDMENTS. This Agreement contains the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, agreements and understandings with respect thereto. This Agreement may only be amended by a written instrument executed by City and GFW.

16. CAPTIONS. The captions provided herein at the beginning of each section shall not in any way limit, restrict or define the meaning of the section.

IN WITNESS WHEREOF, the City of Fort Wayne and Greater Fort Wayne, Inc. have executed this Agreement as of the date first above written.

CITY OF FORT WAYNE, INDIANA  
By and through its Division of Community Development

By:   
Greg Leatherman, Director

FORT WAYNE-ALLEN COUNTY  
ECONOMIC DEVELOPMENT ALLIANCE, INC.  
By and through Greater Fort Wayne, Inc.

By:   
John Urbahns, Executive Vice President

DIGEST SHEET

TITLE OF ORDINANCE: Ordinance Approving the 2017 Agreement for Economic Development Services by and between Fort Wayne-Allen County Economic Development Alliance, Inc. and the City of Fort Wayne, Indiana, by and through the Division of Community Development

DEPARTMENT REQUESTING ORDINANCE: Community Development Division

SYNOPSIS OF ORDINANCE: Ordinance approves awarding the 2017 agreement for economic development services between the City and the Fort Wayne – Allen County Economic Development Alliance, Inc. by and through its affiliate, Greater Fort Wayne, Inc.

EFFECT OF PASSAGE: Continue the provision of economic development services provided by Greater Fort Wayne, Inc.

EFFECT OF NON-PASSAGE: Potential loss economic development services

MONEY INVOLVED (DIRECT COSTS, EXPENDITURES, SAVINGS):

ASSIGNED TO COMMITTEE (CO-CHAIRS

To: Common Council  
Introduced April 11, 2017

From: Greg Leatherman, Division Director  
Community Development

Date: April 11, 2017

Re: Fort Wayne/Allen County Economic Development Alliance

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In the 2017 CEDIT Plan, Council approved \$250,000 in the marketing budget to be used for our marketing contract with the Fortt Wayne/Allen County Economic Development Alliance.

The Alliance is our community's primary marketing and prospect development arm. In operation since late 2000, the Alliance has been instrumental in improving our community's ability to respond to both economic challenges and opportunities.

The work that the Alliance does is absolutely critical to our ability to market this community to new and expanding employers. We have been extremely pleased with the Alliance's work to date.

We request that you approve the 2017 contract. Thank you for your attention to this important matter.

## **Economic Development Work Plan**

**Mission Statement:** The economic development mission of Greater Fort Wayne is to assist with the creation and retention of quality jobs for area residents by recruiting new base employers and by retaining and expanding existing base employers.

- 1. Lead Economic Development Organization: Serve as the primary community resource for economic development information. Ensure that the local participation on all business retention, expansion and attraction projects is coordinated by serving as the community's project coordinator.**
  - a. Educate area brokers, bankers, accountants, attorneys, utilities, developers, legislators, universities, investors on the benefits to clients of GFW services
  - b. Actively market GFW as the lead economic development organization for Fort Wayne/Allen County
  
- 2. Business Retention & Expansion: Conduct a best in class business visitation program focused on real-time business problem solving that actively reaches out to local businesses to identify the business's needs and opportunities, connect them to appropriate community resources and educate them on the services available through GFW and partners.**
  - a. Conduct the GFW OnSite program by conducting 500 retention visits
    - i. Log GFW OnSite visits and track business intelligence in GFW database
    - ii. Track aggregate data annually and compile data for the annual report to determine trends and deficiencies
    - iii. Provide follow up to businesses with connections, resources, programs that would be beneficial to the company's growth
  - b. Work to convert leads/prospects to projects and wins
    - i. Maintain an economic development scorecard to track project status and review at monthly Economic Development Committee meeting
    - ii. Perform site and building searches based on company criteria
    - iii. Assist companies in navigating land use and permitting processes
    - iv. Coordinate with utility providers to ensure adequate service is available
    - v. Identify incentives and programs available for each individual company's project
  - c. Connect businesses with additional GFW services and identify additional services that would benefit companies
  - d. Identify and conduct 10 headquarters visits per year
  
- 3. Business Attraction: Work collaboratively with our partners including the Northeast Indiana Regional Partnership to effectively market the community to prospective companies and secure projects and investment in the community.**
  - a. Track and maintain an ongoing list of common criteria found in Requests for Proposals from referring partners and direct inquiries to guide product development discussions

- b. Respond to RFPs from referral partners and direct inquiries within the project specific time parameters, track percentage of projects we can't respond to and why
- c. Identify incentives and programs that would be beneficial to the company
- d. Work with local industry to identify supply-chain development opportunities and develop individualized supply chain marketing materials
- e. Actively reach out to prospective entrepreneurs and investors to promote the community and investment opportunities
- f. Participate in external sales trips with the Regional Partnership to assist in the visiting 500 companies outside the region annually.

**4. Product Development: Work collaboratively with partners to develop strategies and funding models to support the innovative development of our community product (*sites, buildings, and infrastructure*) and incentive programs that make the community more attractive for business investment and talent attraction/retention.**

- a. Continue to encourage the development of our "product"
- b. Support city, county and airport efforts to acquire, develop and market land for development
- c. Identify and assist with the preparation of sites for "Shovel Ready" or "Site Ready" certification
- d. Assist local communities with the identification and advancement of economic development initiatives that increase the product available in Allen County
- e. Actively participate in defining incentives and programs that work for businesses
- f. Participate in monthly utility infrastructure planning meetings
- g. Actively participate in transportation planning efforts to further economic development opportunities

**5. Downtown/Riverfront Development: Develop implementation and marketing strategies to advance the momentum of development downtown. Collaborate with partners on community planning and engagement efforts that set a strong strategic vision for downtown and the riverfront.**

- a. Develop a downtown marketing strategy in coordination with partners
- b. Work to continue the alignment with partner agencies such as the Downtown Improvement District
- c. Actively participate in defining incentives and programs that work for businesses
- d. Engage in local planning efforts related to downtown development to advocate for economic development opportunities
- e. Provide staff to the Downtown Development Trust
  - i. Provide staff support for the acquisition of real estate in the downtown and riverfront area to support the objectives of adopted plans
  - ii. Manage properties retained by the Trust and provide operational support for the organization
- f. Coordinate the Downtown Development Committee focused on sustained efforts to set and implement a strategic vision for downtown
  - i. Serve as the primary advocate and champion for the implementation of the downtown plan
  - ii. Convene quarterly meetings with partners to monitor implementation of the plan

**6. Airport Development/Service: Partner with the Airport Authority on the development and marketing of air service and airport assets as strategic economic drivers in the community.**

- a. Support FWA air service manager programs to:
  - i. Retain existing air service to accommodate the regional travel market;
  - ii. Promote the existing services at Fort Wayne International Airport to area business and leisure travelers;

- iii. Continue to seek additional low cost airline service;
- iv. Market the opportunities of the region to current resident airlines and prospective airlines for new hubs/destinations and equipment enhancements.
- b. Support FWA airport development directors programs t:
  - i. Retain existing businesses at FWA, SMD and airport vicinity.
  - ii. Expand existing businesses at FWA and SMD.
  - iii. Attract new businesses to FWA and SMD.
  - iv. Support FWA Management Team in marketing and property development
- c. Support FWA executive directors programs to;
  - i. Educate the community on airport service/s, benefits and contribution to economic development of the city, county and region
  - ii. Protect airport operating zone/s

**7. Quality of Place: Advance the "Quality of Place" by advocating for, developing and supporting projects and programs that make the community more attractive to companies and individuals in order to secure business investment and talent attraction/retention.**

**REPORT OF COMMITTEE ON REGULATIONS**

**May 9, 2017**


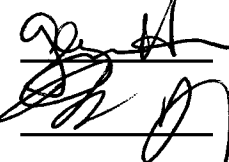
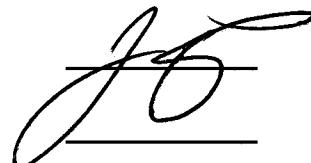
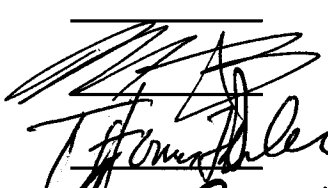



**John Crawford Chair**

**Michael Barranda Co-Chair**

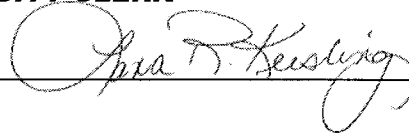
**All Council Members**

An Ordinance approving the awarding of the 2017 Agreement for Economic Development Services between Fort Wayne – Allen County Economic Development Alliance, Inc. and the City of Fort Wayne, Indiana, by and through the Division of Community Development

**COMMITTEE ON REGULATIONS HAVE HAD SAID Ordinance under consideration and beg leave to report back to the Common Council that said Ordinance**

| <u>DO PASS</u>  | <u>DO NOT PASS</u>  | <u>ABSTAIN</u> | <u>NO REC</u> |
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**LANA R. KEESLING  
CITY CLERK**



Public Hearing Date:

Read the first time in full and on motion by Councilman Crawford.

Read the second time by title and referred to the Regulations Committee.

Read the third time in full and on motion by Councilman Crawford, placed on passage by the following vote:

| <u>TOTAL VOTES</u> | <u>AYES</u>                         | <u>NAYS</u>                         | <u>ABSTAINED</u>         | <u>ABSENT</u>            |
|--------------------|-------------------------------------|-------------------------------------|--------------------------|--------------------------|
| ARP                | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| BARRANDA           | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | <input type="checkbox"/> | <input type="checkbox"/> |
| CRAWFORD           | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | <input type="checkbox"/> | <input type="checkbox"/> |
| DIDIER             | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | <input type="checkbox"/> | <input type="checkbox"/> |
| ENSLEY             | <input type="checkbox"/>            | <input checked="" type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| FREISTROFFER       | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | <input type="checkbox"/> | <input type="checkbox"/> |
| HINES              | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | <input type="checkbox"/> | <input type="checkbox"/> |
| JEHL               | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | <input type="checkbox"/> | <input type="checkbox"/> |
| PADDOCK            | <input checked="" type="checkbox"/> | <input type="checkbox"/>            | <input type="checkbox"/> | <input type="checkbox"/> |

DATED: May 9, 2017

  
LANA R. KEESLING, CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as

Special Ordinance No. S-17-04-02 on the 9th day of May, 2017

ATTEST:

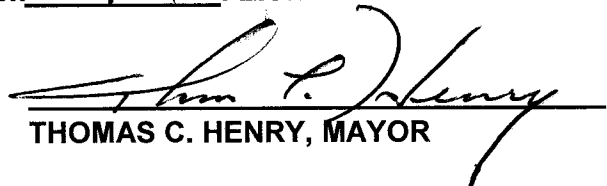
  
LANA R. KEESLING  
CITY CLERK

  
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 10th of May 2017, at the hour of 10:30 o'clock A.M. E.S.T.

  
LANA R. KEESLING, CITY CLERK

Approved and signed by me this 10<sup>th</sup> day of MAY 2017, at the hour of 4:00 O'clock Pm E.S.T.

  
THOMAS C. HENRY, MAYOR