

3
4 AN ORDINANCE approving the 2019 AGREEMENT FOR
5 ECONOMIC DEVELOPMENT SERVICES BETWEEN FORT
6 WAYNE – ALLEN COUNTY ECONOMIC DEVELOPMENT
7 ALLIANCE, INC., BY AND THROUGH ITS AFFILIATE
8 GREATER FORT WAYNE, INC. and the City of Fort Wayne,
9 Indiana by and through the Division of Community Development.

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

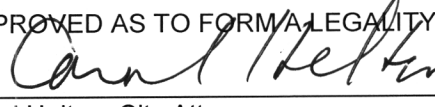
12 **SECTION 1.** That the 2018 AGREEMENT FOR ECONOMIC DEVELOPMENT
13 SERVICES BETWEEN THE FORT WAYNE – ALLEN COUNTY ECONOMIC DEVELOPMENT
14 ALLIANCE, INC., BY AND THROUGH ITS AFFILIATE GREATER FORT WAYNE, INC. and the
15 City of Fort Wayne, by and through its Division of Community Development, respectfully for:

16 2019 funding for the Fort Wayne – Allen County Economic Development
17 Alliance for Direct Marketing Services and Economic Development Activities
18 during 2019;

19 involving a total cost of TWO HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS –
20 (\$250,000.00) all as more particularly set forth in said AGREEMENT FOR ECONOMIC
21 DEVELOPMENT SERVICES BETWEEN THE FORT WAYNE – ALLEN COUNTY ECONOMIC
22 DEVELOPMENT ALLIANCE, which is on file in the Office of the Department of Purchasing, and
23 is by reference incorporated herein, made a part hereof, and is hereby in all things ratified,
24 confirmed and approved.

25 **SECTION 2.** That this Ordinance shall be in full force and effect from and after its
26 passage and any and all necessary approval by the Mayor.

27
28
29
30
Member of Council 

APPROVED AS TO FORM & LEGALITY

Carol Helton, City Attorney



AGREEMENT FOR ECONOMIC DEVELOPMENT SERVICES

This Agreement for Economic Development Services is dated _____, 2019 but effective as of January 1, 2019 (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 "Economic Development Work Plan"). 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, 2019 (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 2019. 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, 2020, 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 2020 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 reasonable attorney's fees and, 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. **ADVOCACY.** GFW's advocacy work is focused on projects and public policy. GFW and its employees will not engage in advocacy for candidates running for municipal office; however, this does not include political activities while not in their official capacity. GFW employees will conduct themselves in a professional and ethical manner while performing their duties under this contract. This provision does not supersede or infringe on the constitutional rights of the employees of GFW.

14. **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 Fort Wayne-Allen County Economic Development Alliance, Inc. by and through 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

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

By: _____
Cindy Joyner, Director

By: _____
John Urbahns, CEO



Schedule A: Economic Development Work Plan

Mission Statement: Greater Fort Wayne Inc. (GFW) is the single point of contact for economic growth and business services in Fort Wayne – Allen County, Indiana. We focus on supporting local business, attracting new business, and improving our community’s quality of place to grow jobs, wages, and the economy.

1. **Communication:** Meet regularly with our partners at the City and County to ensure alignment in economic development activities.
 - Host quarterly feedback sessions with city and county elected officials to solicit feedback and ideas related to economic development
 - Meet on a minimum basis of every two weeks with economic/community development liaisons from the city and county to coordinate activities
 - Collaborate with communications staff at city, county, and other partners, particularly as it relates to media releases and press events related to economic development announcements

2. **Lead Economic Development Organization (LEDO):** 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.
 - Actively market GFW as the lead economic development organization for Fort Wayne – Allen County
 - Respond to leads/requests for information (RFIs) issued by the Indiana Economic Development Corporation (IEDC), Northeast Indiana Regional Partnership (Regional Partnership), utility providers, and other partners, incorporating feedback from the City of Fort Wayne Division of Community Development
 - Produce and update marketing collateral, including digital and print
 - Regularly convene partners including (City of Fort Wayne, City of New Haven, County, Regional Partnership, City Utilities, IEDC, Northeast Indiana Works, Airport Authority, etc.) via monthly tactical project update meetings and Economic Development Committee meetings
 - Inform the community about economic development projects and investments via press releases, social media, GFW Inc.’s annual meeting, etc.
 - Collaborate with area commercial brokers, city, county, and airport to market available sites and properties via iCrex (Indiana Commercial Real Estate Exchange), listing sites and properties on IEDC’s ZoomPropsector for state-issued leads, where needed

3. **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.
 - Conduct visits to local business visits, reporting out key findings at Economic Development Committee meetings

- Document business intelligence in GFW database, to determine trends and deficiencies
 - Provide follow up to businesses with connections, resources, programs that would be beneficial to the company's growth
 - Work to convert leads/prospects to projects and wins
 - Maintain an economic development scorecard to track project status and review at monthly Economic Development Committee meetings
 - Perform site and building searches based on company criteria
 - Assist companies in navigating land use and permitting processes
 - Coordinate with utility providers to ensure adequate service is available
 - Identify incentives and programs available for each individual company's project
 - Connect businesses with additional GFW services and identify additional services that would benefit companies
 - Identify and conduct national headquarters visits, as appropriate, and invite partners at the city and county to participate
 - Coordinate a monthly tour at a Fort Wayne-Allen County business, and invite local elected officials and economic development partners to participate
- 4. 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.**
- Represent Allen County at the 11-County LEDO Council hosted by the Regional Partnership
 - Regularly meet with the Regional Partnership to discuss marketing strategy and business development priorities for Fort Wayne-Allen County's economy
 - Partner with the Regional Partnership on business development opportunities made available by the IEDC
 - Respond to RFIs from referral partners and direct inquiries within the project specific time parameters, track percentage of projects we can't respond to and why
 - Identify incentives and programs that would be beneficial to the prospective company
- 5. 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.**
- Continue to encourage the development of our "product"
 - Support city, county, and airport efforts to acquire, develop, and market land for development
 - Identify and assist with the preparation of sites for "Shovel Ready" or "Site Ready" certification
 - Assist local communities with the identification and advancement of economic development initiatives that increase the product available in Fort Wayne-Allen County
 - Actively participate in defining incentives and programs that work for businesses
 - Participate in monthly utility infrastructure planning meetings
 - Actively participate in transportation planning efforts to further economic development opportunities
- 6. Downtown Development: Work collaboratively with our partners to develop implementation and marketing strategies to advance the momentum of development downtown and on community planning and engagement efforts that set a strong strategic vision for downtown.**

- Market downtown development and commercial investment opportunities in collaboration with the city
- Assist in attracting private investment/development along the Riverfront and at North River
- Actively participate in defining incentives and programs that work for businesses
- Engage in local planning efforts related to downtown development to encourage economic development opportunities
- Provide staff to the Downtown Development Trust
 - Provide staff support for the acquisition of real estate in the downtown and riverfront area to support the objectives of adopted plans
 - Manage properties retained by the Trust and provide operational support for the organization
- Coordinate the Downtown Development Committee focused on sustained efforts to continue to implement a strategic vision for downtown
 - Serve as advocates for the implementation of the vision
 - Convene regular meetings with partners to monitor implementation

7. 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.

- Support efforts to retain, expand, and promote services at FWA to business and leisure travelers
- Promote the airport district as a place to do business and participate in planning for future capacity and service needs
- Support the Airport Authority in protection of the airport operating zone/s
- Convene and educate community partners, real estate brokers, construction firms, and other constituents on business development issues related to the airport
- Serve as a community liaison to the 122nd Fighter Wing
- Convene airport, city, county, and GFW staff to outline a plan to update and better position information on the Foreign Trade Zone

8. Quality of Place: Advance the “Quality of Place” of Fort Wayne—Allen County by supporting projects and programs that make the community more attractive to companies and individuals in order to secure business investment and talent attraction/retention.

- Present and gain feedback on quality of place projects to constituents of Fort Wayne-Allen County, in collaboration with the city and county
- Support the implementation of best practices observed in Inter-City Visits, that align with Fort Wayne—Allen County’s priorities, including inclusive entrepreneurship, neighborhood corridor revitalization, downtown design standards, riverfront development, adaptive reuse of historic buildings, etc.
- Produce marketing materials highlighting Fort Wayne-Allen County’s quality of place, which local businesses can use to recruit talent

9. Talent Development: Support efforts of community partners to ensure Fort Wayne and Allen County have a competitive workforce, both in terms of supply and skill levels, providing complementary services where appropriate.

- Provide staff support to the volunteer-led Gateway Coalition, which works with Fort Wayne-Allen County high schools in order to raise awareness about career opportunities in the skilled trades

- Work with Fort Wayne-Allen County business and provide advisory services in hiring workers with disabilities and connect disabled adults with workforce services and potential employers

DIGEST SHEET

TITLE OF RESOLUTION. Ordinance Approving the Awarding of the 2019 Contract for Economic Development Services by and between Fort Wayne-Allen County Economic Development Alliance, Inc., by and through its affiliate Greater Fort Wayne, Inc. and the City of Fort Wayne, Indiana, by and through the Division of Community Development

DEPARTMENT REQUESTING RESOLUTION. Community Development Division

SYNOPSIS OF RESOLUTION. Ordinance approves awarding the 2019 contract for economic development services between the City of Fort Wayne 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 of economic development services

MONEY INVOLVED (DIRECT COSTS, EXPENDITURES, SAVINGS).

ASSIGNED TO COMMITTEE (PRESIDENT). _____

To: Common Council
Introduced February 26, 2019

From: Cindy Joyner, Division Director
Community Development

Date: February 26, 2019

Re: Fort Wayne-Allen County Economic Development Alliance, Inc., by and through its affiliate
Greater Fort Wayne, Inc

In the 2019 CEDIT Plan, Council approved \$250,000 in the marketing budget to be used for economic development services with the Fort Wayne-Allen County Economic Development Alliance, Inc. They have been instrumental in improving our community's ability to respond to both economic challenges and opportunities.

The work Greater Fort Wayne does is absolutely critical to our ability to market this community to new and expanding employers. We have been pleased with their work to date.

We request that you approve the 2019 contract. Thank you for your attention to this important matter.

BILL NO. S-19-02-32

REPORT OF COMMITTEE ON FINANCE

March 5, 2019

Jason Arp Chair

Russ Jehl Co-Chair

All Council Members

An Ordinance approving the 2019 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

Involving a total cost of \$250,000.00

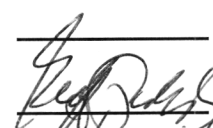

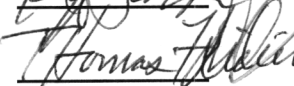
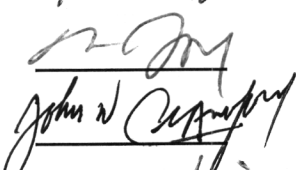



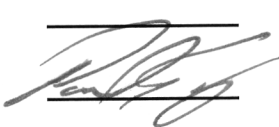
COMMITTEE ON FINANCE HAVE HAD SAID Ordinance under consideration and beg leave to report back to the Common Council that said Ordinance

DO PASS

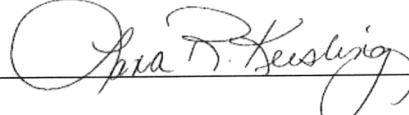
DO NOT PASS

ABSTAIN

NO REC

		_____	_____
	_____	_____	_____
	_____	_____	_____
	_____	_____	_____
	_____	_____	_____
		_____	_____

**LANA R. KEESLING
CITY CLERK**



Public Hearing Date: N/A


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

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

Read the third time in full and on motion by Councilman Arp, 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 type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" 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 type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
PADDOCK	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>


DATED: March 12, 2019



 LANA R. KEESLING, CITY CLERK

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

Special Ordinance No. S-19-02-32 on the 12th day of March, 2019

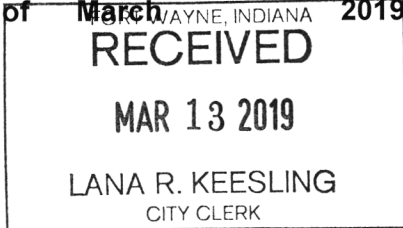


 LANA R. KEESLING
 CITY CLERK



 PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 13th of March, 2019, at the hour of 9:15 o'clock A.M. E.S.T.

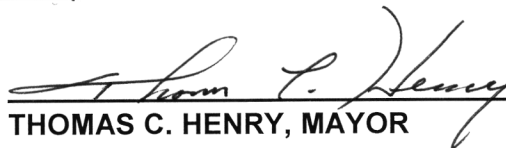




 LANA R. KEESLING, CITY CLERK

Approved and signed by me this 13TH day of MARCH

2019, at the hour of 10:00 o'clock AM E.S.T.



 THOMAS C. HENRY, MAYOR