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BILL NO. S-20-01-11

SPECIAL ORDINANCE NO. S- 8-20

AN ORDINANCE APPROVING THE 2020 AGREEMENT FORECONOMIC DEVELOPMENT SERVICES BETWEEN FORT WAYNE – ALLEN COUNTY ECONOMIC ALLIANCE, INC., AND THE CITY OF FORT WAYNE, INDIANA BY AND THROUGH THE DIVISION OF COMMUNITY DEVELOPMENT.

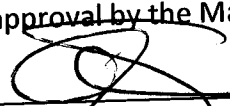
**NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:**

**SECTION 1.** That the 2020 AGREEMENT FOR ECONOMIC DEVELOPMENT SERVICES BETWEEN THE FORT WAYNE-ALLEN COUNTY ECONOMIC DEVELOPMENT ALLIANCE, INC., BY AND THROUGH ITS AFFILIATE GREATER FORT WAYNE, INC. and the City of Fort Wayne, by and through its Division of Community Development, respectfully for:


2020 funding for the Fort Wayne-Allen County Economic Development Alliance for Direct Marketing Services and Economic Development Activities during 2020.

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, 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

RECITALS:  
AGREEMENT FOR ECONOMIC DEVELOPMENT SERVICES

This Agreement for Economic Development Services dated \_\_\_\_\_, effective as of January 1, 2020 (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 ALLIANCE, an Indiana non-profit corporation.

City is engaged in an ongoing economic development programs 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. FORT WAYNE/ALLEN COUNTY ECONOMIC ALLIANCE 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 FORT WAYNE/ALLEN COUNTY ECONOMIC ALLIANCE agree as follows:

1. **SCOPE OF SERVICES.** FORT WAYNE/ALLEN COUNTY ECONOMIC ALLIANCE 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 FORT WAYNE/ALLEN COUNTY ECONOMIC ALLIANCE 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 FORT WAYNE/ALLEN COUNTY ECONOMIC ALLIANCE hereunder during the Term.
2. **TERM.** This Agreement shall commence as of the Effective Date and shall continue until December 31, 2020 unless terminated by City or FORT WAYNE/ALLEN COUNTY ECONOMIC ALLIANCE prior thereto in accordance with Section 10 hereof. FORT WAYNE/ALLEN COUNTY ECONOMIC ALLIANCE 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.
3. **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 FORT WAYNE/ALLEN COUNTY ECONOMIC ALLIANCE 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 FORT WAYNE/ALLEN COUNTY ECONOMIC ALLIANCE hereunder in the event FORT WAYNE/ALLEN COUNTY ECONOMIC ALLIANCE 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.
4. **STAFFING.** FORT WAYNE/ALLEN COUNTY ECONOMIC ALLIANCE 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. FORT WAYNE/ALLEN COUNTY ECONOMIC ALLIANCE shall provide City in advance with a written list of consultants, independent

contractors and subcontractors whom FORT WAYNE/ALLEN COUNTY ECONOMIC ALLIANCE intends to engage in the performance and delivery of the Economic Development Services.

5. **REPORTS.** FORT WAYNE/ALLEN COUNTY ECONOMIC ALLIANCE 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, 2021, FORT WAYNE/ALLEN COUNTY ECONOMIC ALLIANCE shall submit to City a final written report which documents the Economic Development Services performed and the work accomplished by FORT WAYNE/ALLEN COUNTY ECONOMIC ALLIANCE under this Agreement during the Term (the "Final Report"). The Final Report shall document the accomplishments during the Term, identify any significant deviation by FORT WAYNE/ALLEN COUNTY ECONOMIC ALLIANCE in the performance of the Scope of Economic Development Services and outline plans, recommendations and projections for calendar year 2021 in the event the parties have agreed to renew this Agreement.
6. **OWNERSHIP OF DOCUMENTS.** All documents, data, literature, logos and other materials (including computer software), whether in written or electronic form, generated by FORT WAYNE/ALLEN COUNTY ECONOMIC ALLIANCE in the performance of its obligations under this Agreement (the "Documents") shall be and remain the property of FORT WAYNE/ALLEN COUNTY ECONOMIC ALLIANCE. Upon City's written request, FORT WAYNE/ALLEN COUNTY ECONOMIC ALLIANCE shall reproduce and deliver copies of the Documents to City.
7. **COMPLIANCE WITH LAWS.**
  - a. FORT WAYNE/ALLEN COUNTY ECONOMIC ALLIANCE 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.
8. **RELEASE AND INDEMNIFICATION:** To the fullest extent permitted by law, FORT WAYNE/ALLEN COUNTY ECONOMIC ALLIANCE 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 FORT WAYNE/ALLEN COUNTY ECONOMIC ALLIANCE, 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.

9. **TERMINATION.** Either City or FORT WAYNE/ALLEN COUNTY ECONOMIC ALLIANCE 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 FORT WAYNE/ALLEN COUNTY ECONOMIC ALLIANCE the compensation described in Section 3, hereof upon written notice to FORT WAYNE/ALLEN COUNTY ECONOMIC ALLIANCE. 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.
10. **BEST EFFORTS.** FORT WAYNE/ALLEN COUNTY ECONOMIC ALLIANCE 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 FORT WAYNE/ALLEN COUNTY ECONOMIC ALLIANCE's performance hereunder in order to achieve the maximum effectiveness and success of City's economic development program.
11. **INDEPENDENT CONTRACTOR.** FORT WAYNE/ALLEN COUNTY ECONOMIC ALLIANCE is at all times serving as an independent contractor of City hereunder, and no employees, consultants and subcontractors of FORT WAYNE/ALLEN COUNTY ECONOMIC ALLIANCE are employees of City. FORT WAYNE/ALLEN COUNTY ECONOMIC ALLIANCE 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.
12. **ADVOCACY.** FORT WAYNE/ALLEN COUNTY ECONOMIC ALLIANCE's advocacy work is focused on projects and public policy. FORT WAYNE/ALLEN COUNTY ECONOMIC ALLIANCE 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. FORT WAYNE/ALLEN COUNTY ECONOMIC ALLIANCE 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 FORT WAYNE/ALLEN COUNTY ECONOMIC ALLIANCE.
13. **NOTICES.** All notices sent by City or FORT WAYNE/ALLEN COUNTY ECONOMIC ALLIANCE 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 FORT WAYNE/ALLEN COUNTY  
ECONOMIC ALLIANCE:  
Greater Fort Wayne, Inc.  
200 East Berry Street Suite 800 Fort  
Wayne, IN 46802  
Attn: Chief Executive Officer

14. ASSIGNMENT. FORT WAYNE/ALLEN COUNTY ECONOMIC ALLIANCE shall not assign, subcontract or transfer any right, duty or obligation of FORT WAYNE/ALLEN COUNTY ECONOMIC ALLIANCE under this Agreement without the prior written consent of City, City understands that FORT WAYNE/ALLEN COUNTY ECONOMIC ALLIANCE may engage consultants or subcontractors to assist FORT WAYNE/ALLEN COUNTY ECONOMIC ALLIANCE 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 FORT WAYNE/ALLEN COUNTY ECONOMIC ALLIANCE.

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.

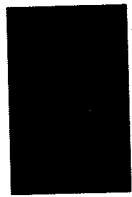
IN WITNESS WHEREOF, the City of Fort Wayne and Fort Wayne-Allen County Economic Development Alliance, Inc. by and through Greater Fort Wayne, Inc. have executed this Agreement as of the date first above written.

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

FORT WAYNE-ALLEN COUNTY  
ECONOMIC DEVELOPMENT ALLIANCE, NC.

By: \_\_\_\_\_  
Cindy Joyner, Director

By: \_\_\_\_\_  
Ellen Cutter, Executive Director  
Fort Wayne-Allen County Economic  
Development Alliance, Inc.  
Vice President  
Greater Fort Wayne, Inc.



**GREATER  
FORT WAYNE INC.**  
ECONOMIC DEVELOPMENT

## **Schedule A: Economic Development Work Plan**

About FORT WAYNE/ALLEN COUNTY ECONOMIC ALLIANCE Inc.

Greater Fort Wayne Inc. (FORT WAYNE/ALLEN COUNTY ECONOMIC ALLIANCE) is the single point of contact for economic growth and business services in Fort Wayne – Allen County, Indiana. Our mission is to grow a nationally recognized economy.

To do that, FORT WAYNE/ALLEN COUNTY ECONOMIC ALLIANCE Inc. provides community leadership and programming around four key areas:

- (1) Supporting and celebrating local businesses,
- (2) Developing an inclusive workforce and next generation leadership,
- (3) Improving our community's quality and competitiveness, and
- (4) Attracting new business, talent, and capital.

### **Our Values**

#### **Inclusivity**

We value the thoughts and contributions of all people and understand that inclusion is critical to sustainable economic development.

#### **Collaboration**

We value imagining and implementing our future collaboratively. Our community wins when the public and private sectors are aligned.

#### **Results**

We value getting things done. Wins, big and small, build momentum and create real change.

## Economic Development Work Plan

### **Core Objectives**

*As the Lead Economic Development Organization for Fort Wayne– Allen County, Greater Fort Wayne Inc. will play a leading role moving these core objectives. FORT WAYNE/ALLEN COUNTY ECONOMIC ALLIANCE's leadership in these areas will reflect our organizational values: collaboration, inclusivity, and results.*

### **Objective 1: Serve as the Lead Economic Development Organization (LEDO) for Fort Wayne – Allen County.**

*FORT WAYNE/ALLEN COUNTY ECONOMIC ALLIANCE Inc. will 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.*

#### Action Items

- 1.1 Actively market FORT WAYNE/ALLEN COUNTY ECONOMIC ALLIANCE as the lead economic development organization for Fort Wayne – Allen County
- 1.2 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
- 1.3 Produce and update marketing collateral, including digital and print
- 1.4 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 tactical monthly project meetings
- 1.5 Inform the community about economic development projects and investments via press releases, social media, FORT WAYNE/ALLEN COUNTY ECONOMIC ALLIANCE Inc.'s annual meeting, etc.
- 1.6 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 ZoomProsector for state-issued leads, where needed

**Objective 2: Alignment through open, proactive communication.**

*Meet regularly with our partners at the City and County to ensure alignment in economic development activities.*

Action Items

- 2.1 Host quarterly feedback sessions with city and county elected officials to solicit feedback and ideas related to economic development
- 2.2 Meet on a minimum basis of every two weeks with economic/community development liaisons from the city and county to coordinate activities
- 2.3 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
- 2.4 Meet on a minimum quarterly basis with City economic development liaisons and representatives from the Northeast Indiana Partnership to discuss and coordinate activities and report outcomes.

**Objective 3: Set a strategy, together, to drive growth.**

*In collaboration with the city and county, coordinate the creation of a tactical five-year economic development strategy for the community.*

Action Items

- 3.1 Work with the Economic Development Committee chair to rework the committee charter, focusing on engagement among public sector partners, strategy development and implementation
- 3.2 Manage the strategy development process ensuring input from a broad range of constituents, with direction from the reworked committee
- 3.3 Collaborate with the city on incorporating recommendations into subsequent work plans for FORT WAYNE/ALLEN COUNTY ECONOMIC ALLIANCE Inc., and facilitate conversations with additional economic development partners to do the same (e.g. Downtown Improvement District, Northeast Indiana Regional Partnership, etc.)
- 3.4 Coordinate with Region 3A on federal Comprehensive Economic Development Strategy (CEDS) update and the city and county on the Plan It Allen! comprehensive land use plan update

**Objective 4: Build pipeline of investment through a best-in-class business visitation program.**

*Conduct business retention and expansion (BRE) visits 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 FORT WAYNE/ALLEN COUNTY ECONOMIC ALLIANCE and partners.*

**Action Items**

- 4.1 Conduct visits to local business visits, reporting out key findings at Economic Development Committee meetings
- 4.2 Document business intelligence in FORT WAYNE/ALLEN COUNTY ECONOMIC ALLIANCE database, to determine trends and deficiencies
- 4.3 Provide follow up to businesses with connections, resources, programs that would be beneficial to the company's growth
- 4.4 Work to convert leads/prospects to projects and wins
  - Maintain an economic development scorecard to track project status and review at 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 FORT WAYNE/ALLEN COUNTY ECONOMIC ALLIANCE 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

**Supporting Objectives**

*FORT WAYNE/ALLEN COUNTY ECONOMIC ALLIANCE Inc. will provide support to our partners that lead other areas inter-related with Fort Wayne-Allen County's economic development. These areas include business climate, sites,*

*and infrastructure; workforce development; downtown development and quality of place; and external/national marketing.*

**Objective 5: Collaborate with community partners to deliver a competitive “product”**

*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 investment.*

Action Items

- 5.1 Support city, county, and airport efforts to acquire, develop, and market land for development
- 5.2 Assist local communities with the identification and advancement of economic development initiatives that increase the product available in Fort Wayne-Allen County
- 5.3 Participate in defining incentives and programs that work for businesses
- 5.4 Participate in monthly utility infrastructure planning meetings
- 5.5 Participate in transportation planning efforts to further economic development opportunities
- 5.6 Promote Fort Wayne’s Opportunity Zones and market investment potential, in partnership with the city

**Objective 6: Pursue airport development and competitive air service opportunities**

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

Action Items

- 6.1 Support efforts to retain, expand, and promote services at FWA to business and leisure travelers
- 6.2 Promote the airport district as a place to do business and participate in planning for future capacity and service needs
- 6.3 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
- Partner with the city in promotion and administration of the Foreign Trade Zone

**Objective 7: Engage with students and businesses around key areas of need in workforce 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.*

Action Items

- 7.1 Convene business volunteers through the MadeByMe initiative, which works with Fort Wayne-Allen County high schools in order to raise awareness about career opportunities in the skilled trades
- 7.2 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

**Objective 8: Participate as a partner on the continued implementation of *Downtown Blueprint Plus* and key quality of life projects/investments**

*Work collaboratively with our partners to develop private sector engagement, implementation, and marketing strategies to advance the momentum of development downtown*

Action Items

- 8.1 Market downtown development and commercial investment opportunities in collaboration with the city, including Riverfront Fort Wayne, Opportunity Zones, etc.
- 8.2 Actively participate in defining incentives and programs that work for businesses
- 8.3 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
- 8.4 Make efforts in 2020 to better align the Downtown Development Trust, Downtown Development Committee, and Downtown Improvement District activities

- 8.5 Cultivate local, regional and national developer and investor relationships

**Objective 9: Collaborate on strategies to spur redevelopment in under-invested areas**

*Advance all areas of Fort Wayne—Allen County by supporting projects and programs that make distressed corridors/nodes attractive for commercial redevelopment and residential growth*

Action Items

- 9.1 Actively participate in Fort Wayne Forward
- 9.2 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 redevelopment, design standards and zoning, etc.
- 9.3 Work with the city to determine how FORT WAYNE/ALLEN COUNTY ECONOMIC ALLIANCE Inc. can support next steps of Southeast Area Strategy

**Objective 10: Support efforts to market the community for economic development investment.**

*With the Northeast Indiana Regional Partnership as the lead, FORT WAYNE/ALLEN COUNTY ECONOMIC ALLIANCE Inc. will work collaboratively to market the community to prospective companies and secure projects and investment in the community.*

Action Items

- 10.1 Represent Allen County at the 11-County LEDO Council hosted by the Regional Partnership
- 10.2 Regularly meet with the Regional Partnership to discuss marketing strategy and business development priorities for Fort Wayne–Allen County’s economy
- 10.3 Partner with the Regional Partnership on business development travel opportunities made available by the IEDC
- 10.4 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
- 10.5 Identify incentives and programs that would be beneficial to the prospective company

RECITALS:  
AGREEMENT FOR ECONOMIC DEVELOPMENT SERVICES

This Agreement for Economic Development Services dated \_\_\_\_\_, effective as of January 1, 2020 (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 ALLIANCE, an Indiana non-profit corporation.

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NOW, THEREFORE, in consideration of the mutual covenants, conditions and promises contained in this Agreement, City and FORT WAYNE/ALLEN COUNTY ECONOMIC ALLIANCE agree as follows:

1. **SCOPE OF SERVICES.** FORT WAYNE/ALLEN COUNTY ECONOMIC ALLIANCE 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 FORT WAYNE/ALLEN COUNTY ECONOMIC ALLIANCE 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 FORT WAYNE/ALLEN COUNTY ECONOMIC ALLIANCE hereunder during the Term.
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11. **INDEPENDENT CONTRACTOR.** FORT WAYNE/ALLEN COUNTY ECONOMIC ALLIANCE is at all times serving as an independent contractor of City hereunder, and no employees, consultants and subcontractors of FORT WAYNE/ALLEN COUNTY ECONOMIC ALLIANCE are employees of City. FORT WAYNE/ALLEN COUNTY ECONOMIC ALLIANCE 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.
12. **ADVOCACY.** FORT WAYNE/ALLEN COUNTY ECONOMIC ALLIANCE's advocacy work is focused on projects and public policy. FORT WAYNE/ALLEN COUNTY ECONOMIC ALLIANCE 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. FORT WAYNE/ALLEN COUNTY ECONOMIC ALLIANCE 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 FORT WAYNE/ALLEN COUNTY ECONOMIC ALLIANCE.
13. **NOTICES.** All notices sent by City or FORT WAYNE/ALLEN COUNTY ECONOMIC ALLIANCE 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 FORT WAYNE/ALLEN COUNTY  
ECONOMIC ALLIANCE:  
Greater Fort Wayne, Inc.  
200 East Berry Street Suite 800 Fort  
Wayne, IN 46802  
Attn: Chief Executive Officer

14. ASSIGNMENT. FORT WAYNE/ALLEN COUNTY ECONOMIC ALLIANCE shall not assign, subcontract or transfer any right, duty or obligation of FORT WAYNE/ALLEN COUNTY ECONOMIC ALLIANCE under this Agreement without the prior written consent of City, City understands that FORT WAYNE/ALLEN COUNTY ECONOMIC ALLIANCE may engage consultants or subcontractors to assist FORT WAYNE/ALLEN COUNTY ECONOMIC ALLIANCE 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 FORT WAYNE/ALLEN COUNTY ECONOMIC ALLIANCE.
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

FORTWAYNE-ALLEN COUNTY  
ECONOMIC DEVELOPMENT ALLIANCE, NC.

By: \_\_\_\_\_  
Cindy Joyner, Director

By: \_\_\_\_\_  
Ellen Cutter, Executive Director  
Fort Wayne-Allen County Economic  
Development Alliance, Inc.  
Vice President  
Greater Fort Wayne, Inc.



**GREATER  
FORT WAYNE INC.**  
ECONOMIC DEVELOPMENT

## **Schedule A: Economic Development Work Plan**

About FORT WAYNE/ALLEN COUNTY ECONOMIC ALLIANCE Inc.

Greater Fort Wayne Inc. (FORT WAYNE/ALLEN COUNTY ECONOMIC ALLIANCE) is the single point of contact for economic growth and business services in Fort Wayne – Allen County, Indiana. Our mission is to grow a nationally recognized economy.

To do that, FORT WAYNE/ALLEN COUNTY ECONOMIC ALLIANCE Inc. provides community leadership and programming around four key areas:

- (1) Supporting and celebrating local businesses,
- (2) Developing an inclusive workforce and next generation leadership,
- (3) Improving our community's quality and competitiveness, and
- (4) Attracting new business, talent, and capital.

### **Our Values**

#### **Inclusivity**

We value the thoughts and contributions of all people and understand that inclusion is critical to sustainable economic development.

#### **Collaboration**

We value imagining and implementing our future collaboratively. Our community wins when the public and private sectors are aligned.

#### **Results**

We value getting things done. Wins, big and small, build momentum and create real change.

## Economic Development Work Plan

### **Core Objectives**

*As the Lead Economic Development Organization for Fort Wayne– Allen County, Greater Fort Wayne Inc. will play a leading role moving these core objectives. FORT WAYNE/ALLEN COUNTY ECONOMIC ALLIANCE's leadership in these areas will reflect our organizational values: collaboration, inclusivity, and results.*

### **Objective 1: Serve as the Lead Economic Development Organization (LEDO) for Fort Wayne – Allen County.**

*FORT WAYNE/ALLEN COUNTY ECONOMIC ALLIANCE Inc. will 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.*

#### Action Items

- 1.1 Actively market FORT WAYNE/ALLEN COUNTY ECONOMIC ALLIANCE as the lead economic development organization for Fort Wayne – Allen County
- 1.2 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
- 1.3 Produce and update marketing collateral, including digital and print
- 1.4 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 tactical monthly project meetings
- 1.5 Inform the community about economic development projects and investments via press releases, social media, FORT WAYNE/ALLEN COUNTY ECONOMIC ALLIANCE Inc.'s annual meeting, etc.
- 1.6 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

**Objective 2: Alignment through open, proactive communication.**

*Meet regularly with our partners at the City and County to ensure alignment in economic development activities.*

Action Items

- 2.1 Host quarterly feedback sessions with city and county elected officials to solicit feedback and ideas related to economic development
- 2.2 Meet on a minimum basis of every two weeks with economic/community development liaisons from the city and county to coordinate activities
- 2.3 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
- 2.4 Meet on a minimum quarterly basis with City economic development liaisons and representatives from the Northeast Indiana Partnership to discuss and coordinate activities and report outcomes.

**Objective 3: Set a strategy, together, to drive growth.**

*In collaboration with the city and county, coordinate the creation of a tactical five-year economic development strategy for the community.*

Action Items

- 3.1 Work with the Economic Development Committee chair to rework the committee charter, focusing on engagement among public sector partners, strategy development and implementation
- 3.2 Manage the strategy development process ensuring input from a broad range of constituents, with direction from the reworked committee
- 3.3 Collaborate with the city on incorporating recommendations into subsequent work plans for FORT WAYNE/ALLEN COUNTY ECONOMIC ALLIANCE Inc., and facilitate conversations with additional economic development partners to do the same (e.g. Downtown Improvement District, Northeast Indiana Regional Partnership, etc.)
- 3.4 Coordinate with Region 3A on federal Comprehensive Economic Development Strategy (CEDs) update and the city and county on the Plan It Allen! comprehensive land use plan update

**Objective 4: Build pipeline of investment through a best-in-class business visitation program.**

*Conduct business retention and expansion (BRE) visits 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 FORT WAYNE/ALLEN COUNTY ECONOMIC ALLIANCE and partners.*

**Action Items**

- 4.1 Conduct visits to local business visits, reporting out key findings at Economic Development Committee meetings
- 4.2 Document business intelligence in FORT WAYNE/ALLEN COUNTY ECONOMIC ALLIANCE database, to determine trends and deficiencies
- 4.3 Provide follow up to businesses with connections, resources, programs that would be beneficial to the company's growth
- 4.4 Work to convert leads/prospects to projects and wins
  - Maintain an economic development scorecard to track project status and review at 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 FORT WAYNE/ALLEN COUNTY ECONOMIC ALLIANCE 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

**Supporting Objectives**

*FORT WAYNE/ALLEN COUNTY ECONOMIC ALLIANCE Inc. will provide support to our partners that lead other areas inter-related with Fort Wayne-Allen County's economic development. These areas include business climate, sites,*

*and infrastructure; workforce development; downtown development and quality of place; and external/national marketing.*

**Objective 5: Collaborate with community partners to deliver a competitive “product”**

*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 investment.*

**Action Items**

- 5.1 Support city, county, and airport efforts to acquire, develop, and market land for development
- 5.2 Assist local communities with the identification and advancement of economic development initiatives that increase the product available in Fort Wayne-Allen County
- 5.3 Participate in defining incentives and programs that work for businesses
- 5.4 Participate in monthly utility infrastructure planning meetings
- 5.5 Participate in transportation planning efforts to further economic development opportunities
- 5.6 Promote Fort Wayne’s Opportunity Zones and market investment potential, in partnership with the city

**Objective 6: Pursue airport development and competitive air service opportunities**

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

**Action Items**

- 6.1 Support efforts to retain, expand, and promote services at FWA to business and leisure travelers
- 6.2 Promote the airport district as a place to do business and participate in planning for future capacity and service needs
- 6.3 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
- Partner with the city in promotion and administration of the Foreign Trade Zone

**Objective 7: Engage with students and businesses around key areas of need in workforce 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.*

Action Items

- 7.1 Convene business volunteers through the MadeByMe initiative, which works with Fort Wayne-Allen County high schools in order to raise awareness about career opportunities in the skilled trades
- 7.2 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

**Objective 8: Participate as a partner on the continued implementation of *Downtown Blueprint Plus* and key quality of life projects/investments**

*Work collaboratively with our partners to develop private sector engagement, implementation, and marketing strategies to advance the momentum of development downtown*

Action Items

- 8.1 Market downtown development and commercial investment opportunities in collaboration with the city, including Riverfront Fort Wayne, Opportunity Zones, etc.
- 8.2 Actively participate in defining incentives and programs that work for businesses
- 8.3 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
- 8.4 Make efforts in 2020 to better align the Downtown Development Trust, Downtown Development Committee, and Downtown Improvement District activities

- 8.5 Cultivate local, regional and national developer and investor relationships

**Objective 9: Collaborate on strategies to spur redevelopment in under-invested areas**

*Advance all areas of Fort Wayne—Allen County by supporting projects and programs that make distressed corridors/nodes attractive for commercial redevelopment and residential growth*

Action Items

- 9.1 Actively participate in Fort Wayne Forward
- 9.2 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 redevelopment, design standards and zoning, etc.
- 9.3 Work with the city to determine how FORT WAYNE/ALLEN COUNTY ECONOMIC ALLIANCE Inc. can support next steps of Southeast Area Strategy

**Objective 10: Support efforts to market the community for economic development investment.**

*With the Northeast Indiana Regional Partnership as the lead, FORT WAYNE/ALLEN COUNTY ECONOMIC ALLIANCE Inc. will work collaboratively to market the community to prospective companies and secure projects and investment in the community.*

Action Items

- 10.1 Represent Allen County at the 11-County LEDO Council hosted by the Regional Partnership
- 10.2 Regularly meet with the Regional Partnership to discuss marketing strategy and business development priorities for Fort Wayne-Allen County’s economy
- 10.3 Partner with the Regional Partnership on business development travel opportunities made available by the IEDC
- 10.4 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
- 10.5 Identify incentives and programs that would be beneficial to the prospective company

## **DIGEST SHEET**

**TITLE OF RESOLUTION.** A Resolution approving funding for the 2020 Contract for Services the Fort Wayne/Allen County Economic Alliance.

**DEPARTMENT REQUESTING RESOLUTION.** Community Development

**SYNOPSIS OF RESOLUTION.** Approves the continued engagement with Fort Wayne/Allen County Economic Alliance, 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 Fort Wayne/Allen County Economic Alliance.

**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	\$250,000
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**ASSIGNED TO COMMITTEE.** Finance Committee, Chair Russ Jehl and Co-Chair Jason Arp

**To:** Common Council

**From:** Andrea Robinson, PhD  
Community Development  
Economic Development Administrator

**Date:** January 7, 2020

**RE:** Fort Wayne/Allen County Economic Development Alliance

In the 2020 CEDIT Plan, Council approved \$250,000 in the marketing budget to be used for the marketing contract with Fort 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 Fort Wayne/Allen County Economic Development Alliance does is 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 2020 contract. Thank you for your attention to this important matter.

**BILL NO. S-20-01-11**

**REPORT OF COMMITTEE ON FINANCE**

**January 21, 2020**

**Sharon Tucker Chair**

**Jason Arp Co-Chair**

**All Council Members**

An Ordinance approving the 2020 Agreement for Economic Development Services between Fort Wayne – Allen County Economic 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*




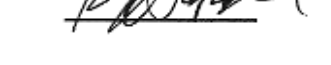
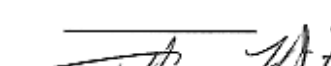




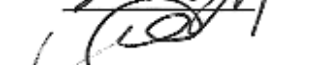
**COMMITTEE ON FINANCE HAVE HAD SAID Ordinance under consideration and beg leave to report back to the Common Council that said Ordinance**

DO PASS

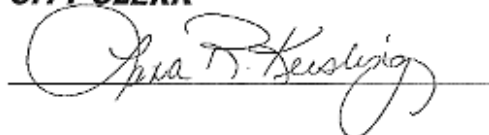
DO NOT PASS

ABSTAIN

NO REC

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**LANA R. KEESLING  
CITY CLERK**



Public Hearing Date: N/A

Read the first time in full and on motion by Councilperson Tucker.

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

Read the third time in full and on motion by Councilperson Tucker, 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"/>
CHAMBERS	<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"/>
TUCKER	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

DATED: January 28, 2020

  
 \_\_\_\_\_  
 LANA R. KEESLING, CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as  
 Special Ordinance No. S-20-01-11 on the 28th day of January, 2020

ATTEST:

  
 \_\_\_\_\_  
 LANA R. KEESLING  
 CITY CLERK

  
 \_\_\_\_\_  
 PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 29th  
 of January 2020, at the hour of 1:40 o'clock P.M. E.S.T.

  
 \_\_\_\_\_  
 LANA R. KEESLING, CITY CLERK

Approved and signed by me this 30<sup>th</sup> day of JANUARY  
 2020, at the hour of 12:00 o'clock PM E.S.T.

FORT WAYNE, INDIANA

RECEIVED

JAN 30 2020

LANA R. KEESLING  
CITY CLERK

  
 \_\_\_\_\_  
 THOMAS C. HENRY, MAYOR