

5/31/2012

48-R-12

A RESOLUTION

Authorizing the City Manager to Execute the Third Modification to the Funding Agreement with the Technology Innovation Center

NOW BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EVANSTON, COOK COUNTY, ILLINOIS, THAT:

SECTION 1: The City Manager is hereby authorized and directed to sign the third modification to the funding agreement between the City and the Technology Innovation Center, 820 Davis Street, attached hereto as Exhibit A and incorporated herein by reference ("Modification").

SECTION 2: The City Manager is hereby authorized and directed to negotiate any additional conditions of the Modification as he may determine to be in the best interests of the City.

SECTION 3: This Resolution 48-R-12 shall be in full force and effect from and after its passage and approval in the manner provided by law.


Elizabeth B. Tisdahl, Mayor

Attest:


Rodney Greene, City Clerk

Adopted: June 11, 2012

EXHIBIT A

**Third Modification to the Funding Agreement
Between the City and the Technology Innovation Center**

**THIRD MODIFICATION OF
TECHNOLOGY BASED EVANSTON BUSINESS DEVELOPMENT
FUNDING AGREEMENT**

This "Third Modification of Technology Based Evanston Business Development Funding Agreement" ("Third Modification") extends the Technology Based Evanston Business Development Funding Agreement ("Funding Agreement"), effective April 1, 2012, between the Technology Innovation Center ("TIC"), with principal offices at 820 Davis Street, Evanston, Illinois 60201, and the City of Evanston ("Evanston"), with principal offices at 2100 Ridge Avenue, Evanston, Illinois 60201.

Background Recitals

The Funding Agreement expired by its amended terms (paragraph 4.j.) on or about March 31, 2012.

Evanston and TIC have substantially completed performance of the Funding Agreement.

Evanston and TIC desire to modify the Funding Agreement by extending its term and by Evanston paying TIC additional funding for continuing TIC services to Evanston, pursuant to certain conditions described herein.

Paragraph 4.i. of the Funding Agreement prescribes the mechanism for modifying the Funding Agreement.

Modification.

In consideration of the premises and other consideration, the receipt and adequacy of which the parties acknowledge, and in conformity with paragraph 4.i. of the Funding Agreement, Evanston and TIC agree to modify the Funding Agreement as follows:

1. The Term of the Funding Agreement shall extend to December 31, 2012, and the Funding Agreement, paragraph 4.j., Termination, shall be amended to read as follows:

Except as otherwise provided in this Agreement, this Agreement shall terminate on December 31, 2012, but Evanston may terminate this Agreement at any time, for good cause shown. Should TIC desire to terminate the Agreement before December 31, 2012, it shall give written notice of its intent to Evanston thirty (30) days prior to the effective date of termination.

2. Evanston shall pay to TIC the additional sum of Twenty-five Thousand United States Dollars (U.S. \$25,000.00) no later than thirty (30) days after Evanston and TIC execute this Modification, and paragraph 1 of the Terms of the Funding Agreement, "Funding," shall be amended to include the following:

No later than thirty (30) days after Evanston and TIC execute the Third Modification to this Funding Agreement, Evanston shall pay an additional U.S. \$25,000.00 to TIC for use in pursuing its Performance Objectives, as set out in Paragraph 3 of this Funding Agreement.

Upon approval by its Economic Development Committee and City Council, Evanston shall pay an additional U.S. \$50,000.00 to TIC provided that TIC has met, to Evanston's reasonable satisfaction, Performance Objectives p through y, inclusive, of Paragraph 3 of this Funding Agreement.

3. Paragraph 3 of the Funding Agreement, "TIC Performance Objectives," shall be amended to include the following:
 - p. Provide information about TIC companies (*e.g.*, number of employees, tenure, industry) to Evanston staff and/or Economic Development Committee upon request;
 - q. Provide descriptions of the business model, including board of directors, advisory board, staff positions, and the role of 820 Davis, LLC with regards to TIC operations.
 - r. Provide TIC staff job descriptions.
 - s. Convey the results/outcomes of the programs and seminars provided by the TIC;
 - t. Create a new framework for measuring the success of the TIC, in order to track return on investment ("ROI").
 - u. Outline the FY 2012 Funding Request in a simplified fashion, including sources and uses of funds.
 - v. Summarize the proprietary Evanston Business Investment Company ("EBIC") plan that TIC has created for the purposes of reducing reliance on Evanston's funding and providing an investment vehicle for startups.
 - w. Provide descriptions of the services TIC provides to its client companies and the broader Evanston technology community.
 - x. Create a method for tracking detailed information about TIC clients, including baselines from which to measure Evanston's ROI and TIC success, including, but not limited to, incubation tenure, retention rates, jobs created.
 - y. Provide a tool for proactive retention measures and provide Evanston staff with access to the TIC firms so staff may review retention efforts.
4. This Third Modification is hereby incorporated in its entirety into, and made a part of, the Funding Agreement as if expressly set out in the Terms of the Funding Agreement.
5. Except as expressly amended by this Third Modification, the original Funding Agreement shall continue in effect according to its terms, as amended by the First and Second Modifications.

IN WITNESS WHEREOF, both Evanston and TIC have executed this Agreement by their duly authorized representatives on the ____ day of _____, 2012, in Evanston, Illinois, United States of America.

THE CITY OF EVANSTON

By: _____

Its: _____

Date: _____, 2012

THE TECHNOLOGY INNOVATION CENTER

By: _____

Its: _____

Date: _____, 2012

