

Putting Assets to Work Incubator Participation Memorandum of Agreement

This PUTTING ASSETS TO WORK INCUBATOR PARTICIPATION MEMORANDUM OF AGREEMENT (“Agreement”) is entered into as of September 20, 2023 (“Effective Date”) by and between the City of Evanston a municipal corporation with its principal place of business at 2100 Ridge Avenue, Evanston, IL 60201 (“Government”), and the Government Finance Officers Association of the United States and Canada, an Illinois not-for-profit corporation, having its offices at 203 North LaSalle Street, Suite 2700, Chicago, Illinois 60601 (“GFOA”). Government and GFOA are collectively referred to herein as the “parties” and each individually as a “party”.

Recitals

WHEREAS, GFOA is hosting selected governmental entities as participants in a Putting Assets to Work Incubator aimed at leveraging a jurisdiction’s existing public assets in an innovative way to fund key local initiatives within the jurisdiction (“PAW Incubator”),

WHEREAS, Government submitted a Putting Assets to Work Incubator Application in May 2022 to GFOA seeking to be selected as a participant in the PAW Incubator and such application is set forth on Exhibit A attached hereto and included herein by reference,

WHEREAS, GFOA selected Government as a PAW Incubator participant for the 2023 cohort, and GFOA will provide advisory services as part of the PAW Incubator to Government.

WHEREAS, this Agreement defines the parameters for participation in the Paw Incubator, based on the terms and conditions set forth herein.

Agreement

NOW, THEREFORE, in consideration of the premises, the mutual agreements herein set forth below, and other good and valuable consideration, the receipt and sufficiency of which the parties hereby acknowledge, the parties agree as follows:

1. **Incorporation of Recitals.** The Recitals set forth above are incorporated in this Agreement by reference and made a part hereof.
2. **Roles and Responsibilities.**
 - a. **Role of GFOA.** GFOA shall, in accordance with the terms of this Agreement, perform the services and provide the Work Products (as defined below) described in, and shall invoice Government for services rendered according to the schedule outlined in, any “Statement of Work” (also referred to herein as an “SOW”) executed by the parties in writing from time to time that references and incorporates the terms of this Agreement (all services that GFOA performs, or is obligated to perform, under this Agreement and any SOW are collectively referred to as the “Services”). All SOWs shall be incorporated in this Agreement immediately upon execution by both parties and shall be deemed as accepted under the terms of this Agreement as of the Effective Date. The initial SOW between the parties is attached hereto as Exhibit A and incorporated herein by reference.
 - b. Government may, from time to time, request in writing changes to a SOW. Upon Government’s written request to modify the SOW, GFOA will submit a written proposal stating whether it believes it can make the changes and, if so, the estimated cost and schedule for delivery. If Government authorizes such written proposal, the parties shall reasonably describe the change and outline the modified terms to the applicable SOW in a written change order signed by an authorized representative of each of the parties (a

“Change Order”). Any Change Order shall be incorporated by reference and attached as an appendix to the applicable SOW or as a separate SOW.

- c. Role of Government. Government shall, in accordance with the terms of this Agreement and in collaboration with GFOA:
 - i. Government agrees to give GFOA and its employees and contractors access to Government staff and Government information and data and other materials as required for GFOA to perform its PAW Incubator responsibilities.
 - ii. Government acknowledges and agrees that it is responsible for all decisions it makes based on the information and recommendations provided by GFOA and acknowledges that (i) GFOA's role is solely to provide information, analysis and advisory services, and (ii) any decision made by Government with respect to GFOA's PAW Incubator recommendations is solely that of the Government and Government bears all responsibility for such decisions.
- d. Contacts.
 - i. GFOA shall assign an engagement manager (“GFOA Engagement Manager”) to serve as Government’s primary contact with respect to the PAW Incubator. The GFOA Engagement Manager will be responsible for overseeing the PAW Incubator and addressing any issues or concerns raised by Government with respect to this Agreement. GFOA's initial GFOA Engagement Manager is Shayne Kavanagh, GFOA Senior Manager, Research, Research and Consulting, and such individuals as subsequently designated.
 - ii. Government shall appoint an appropriate employee with authority to make decisions with respect to this Agreement and the PAW Incubator to serve as GFOA's primary point of contact with respect to this Agreement (“Contract Administrator”). Government’s initial Contract Administration is Luke Stowe, City Manager.
- e. Standard of Work. Each of GFOA and Government shall verify that each of its employees or contractors assigned to participate in the PAW Incubator is competent and qualified to perform assigned responsibilities. GFOA shall use commercially reasonable efforts to formulate opinions and create information upon which the Government may reasonably rely. The substance of such opinions and information, however, is not guaranteed by GFOA to be free from omission or errors except insofar as such errors or omissions occur as a result of gross negligence or willful misconduct by GFOA.

3. Ownership of and Licenses to PAW Incubator Materials.

- a. Work Product. As used in this Agreement, “Work Product” means all deliverables developed, produced, or created by GFOA (including its employees and contractors) for Government as part of the PAW Incubator including, without limitation, all reports, presentations and related materials. GFOA retains all rights of ownership, including copyright, in and to the Work Product. GFOA grants Government a perpetual, irrevocable, nontransferable and non-assignable license to the Work Product.

Government acknowledges that GFOA conducts ongoing educational, research and consulting services for other governments and clients and has accumulated and will continue to accumulate expertise in its field. The PAW Incubator is being conducted in a research environment. Accordingly, Government acknowledges and agrees that GFOA may share Work Product and other non-confidential information, lessons learned, and best

practices with other governments and clients as it sees fit in its sole and absolute discretion; provided, however, GFOA shall not publish or otherwise disclose, in any manner, any portion of the Work Product constituting or including Government's Confidential Information (as defined below) without the written consent of the Government.

- b. Government Materials. As between the parties, Government shall own all right, title, and interest in and to all content, information, data, information, ideas, concepts, visions or other materials supplied by or on behalf of Government to GFOA in connection with this Agreement (collectively, "Government Materials").

GFOA shall acquire no right, title, or interest hereunder to the Government Materials, except that Government grants GFOA a limited license to use the Government Materials as necessary and appropriate for the performance of GFOA's roles and responsibilities hereunder and to include Government Materials in the Work Product.

- c. GFOA Materials. GFOA shall own all right, title, and interest in and to all methodologies, ideas, concepts, processes, techniques, tools, solutions, trade secrets, research data, databases of information and specialized database applications, software applications, computer programming and/or coding, and other materials, information and know-how developed by GFOA or any of its contractors or affiliates prior to the execution of this Agreement, during the Term of this Agreement, and independent of this Agreement (collectively, "GFOA Materials").

Government shall not have or obtain any right or title to or interest in GFOA Materials (or in any modifications or enhancements thereto) except as explicitly set forth in this Agreement. GFOA makes no express or implied warranties of any kind regarding the GFOA Materials.

4. Confidential Information.

- a. For purposes of this Agreement, "Confidential Information" shall mean all information marked as confidential, and all trade secrets, processes, works of authorship, inventions, discoveries, developments, systems, formulae, methods, ideas, know-how, functional and technical specifications, designs, passwords, analysis, research, business plans, pricing strategies, data and other documentation created pursuant to this Agreement, and all other information which, if disclosed to a third party, could adversely affect the relevant party or its business interests. Confidential Information shall not include: (i) information known to the receiving party prior to entering into this Agreement; (ii) information independently developed by the receiving party without use of or reference to the other party's Confidential Information; and (iii) information in the public domain through no wrongful act or breach of this Agreement.
- b. With respect to Confidential Information, Government and GFOA agree:
 - i. To protect and safeguard the confidentiality of the other party's Confidential Information with at least the same degree of care as it would protect its own Confidential Information, but in no event with less than a commercially reasonable degree of care;
 - ii. Not to use the other's Confidential Information, or permit it to be accessed or used, for any purpose other than in connection with the performance of responsibilities hereunder;

- iii. Not to disclose any such Confidential Information to any person or entity, except to their respective employees, officers, directors, partners, consultants, agents or advisors (collectively, "Representatives") who:
 - 1. need to know the Confidential Information in order to assist the disclosing party, as applicable, or act on its behalf, in relation to provision of the performance of responsibilities or to exercise its rights under this Agreement;
 - 2. are informed by the disclosing party of the confidential nature of the Confidential Information; and
 - 3. are subject to confidentiality duties or obligations to the disclosing party that are no less restrictive than the terms and conditions of this Agreement.
 - iv. Government and GFOA agree that any release of information pursuant to the Illinois Freedom of Information Act ("FOIA"), 5 ILCS 140/ et seq. is not a violation of this Section. Government agrees to notify GFOA of any FOIA requests submitted pertaining to GFOA. Government will provide GFOA a record of the FOIA request and its response upon written request.
 - c. The parties agree to use all commercially reasonable best efforts to protect unauthorized use or distribution of Confidential Information. Both parties agree that any unauthorized use or disclosure of the other party's Confidential Information in a manner inconsistent with the terms of this Agreement may cause the relevant party irreparable damage for which remedies other than injunctive relief may be inadequate. The obligations outlined in this paragraph shall apply to all authorized employees, contractors and agents of each party who have access to or are in a position to obtain Confidential Information. The parties agree to return or destroy all Confidential Information that it obtained from the other party upon expiration or termination of this Agreement without retaining copies thereof.
- 5. **Term.** The term of this Agreement shall begin on the Effective Date and continue until such time as the PAW Incubator is completed by GFOA in accordance with the terms of this Agreement unless terminated earlier by either party as provided herein ("Term").
- 6. **Termination.**
 - a. Termination Upon Breach. Either party may terminate this Agreement by providing thirty (30) days written notice to the other party in the event: (i) the other party is in breach of any of its obligations under this Agreement and fails to remedy such breach within ten (10) days following written notice from the other party, (ii) the other party ceases to do business (in whole or in part), becomes or is declared insolvent or bankrupt or is the subject of any proceedings relating to its insolvency or liquidation, or (iii) in the event the other party is subject to a merger in which it is not the surviving or controlling party.
 - b. Termination for Convenience. Either party may terminate this Agreement or any SOW hereunder at any time, with or without cause, upon thirty (30) calendar days advance written notice to the other party. Notwithstanding anything to the contrary in this Agreement or any SOW, in the event of any termination under this Section 7.b, Government will only be liable to make any payments which are due hereunder (or any applicable SOW) to GFOA up to the effective date of such termination.
 - c. Termination of SOW. Termination of any SOW shall not serve to terminate any other SOW or this Agreement unless expressly stated in the notice of termination. Unless specifically provided in the termination notice, termination of this Agreement shall also not terminate any SOW and, with respect to any particular SOW, the terms and conditions of this

Agreement shall remain in full force and effect until the expiration or termination of such SOW.

- d. Effect of Termination. Upon termination of this Agreement for any reason GFOA shall promptly (i) terminate performance of its responsibilities hereunder; (ii) deliver to Government all Work Product completed at the time of termination provided Government has paid all sums due and owing GFOA in connection with this Agreement; and (iii) return all Government Materials and Confidential Information provided by Government to GFOA during the provision of the Services.
- e. Upon termination of this Agreement for any reason, Government shall (i) pay GFOA all Services rendered and fees charged up to and including the effective date of such termination on a time and materials basis using the rates set forth in Exhibit A; and (ii) reimburse GFOA for all expenses incurred by GFOA in accordance with the terms of this Agreement (including, with respect to GFOA's expenses in accordance with the provisions of Section 11) up to and including the effective date of such termination. Final payment of all sums due to GFOA shall be due within fifteen (15) calendar days following the effective date of the termination of this Agreement or any SOW entered into hereunder.
- f. Government shall not be entitled to a refund of any payments made prior to the effective date of termination.
- g. Any provision of this Agreement which, by its nature, would survive termination or expiration of this Agreement will survive any such termination or expiration, including the provisions of Sections 3, 5.c, 7.d, 8, 9, 11, 13, and 14.a -c, e-g and j.

7. Representations and Warranties; Indemnity.

- a. Authority. GFOA represents and warrants that: (i) it is properly incorporated and in good standing in its state of incorporation; (ii) has the authority necessary to enter into and carry out the obligations set forth in this Agreement; and (iii) has the authority to grant the licenses and rights it purports to grant to Government in this Agreement.
- b. Services. GFOA represents and warrants that it will provide the Services in compliance with all applicable laws, rules, regulations, and ordinances, and in accordance with this Agreement and the applicable SOW, generally accepted industry standards, and all applicable policies of Government regarding confidentiality, security, and conduct on Government's premises.
- c. Non-Infringement. GFOA represents and warrants that the Work Products and the Services, other than any third party property authorized by Government to be incorporated therein, will not infringe upon or violate any patent, copyright, trade secret, trademark or other proprietary right of any third party (or that GFOA has obtained from any such third parties the rights to use and to permit Government to own the Work Products).
- d. Mutual Indemnification. Subject to the limitation on liability and Liability Cap set forth below, each party (the "Indemnifying Party") shall indemnify, defend and hold harmless the other party (the "Indemnified Party") and its respective officers, directors, employees and agents against any and all actions, controversies, demands, suits, proceedings, claims, causes of action, liabilities, losses, costs, interest, penalties, demands, expenses and damages of any kind whatsoever (including reasonable attorneys' fees and costs incurred in connection with the arbitration or resolution of any dispute as set forth herein) (collectively, "Losses") related to or arising, directly or indirectly, from any claims of third parties against an Indemnified Party arising out of the gross negligence or willful misconduct of the Indemnifying Party or any of its employees and/or agents.

8. **Location and Facilities.** GFOA may perform its responsibilities at GFOA's offices or Government's offices or designated sites as reasonably deemed appropriate by GFOA. In the event GFOA requires access to Government's network and servers from a remote location, Government shall provide such access rights as are necessary for GFOA to effectively perform its responsibilities, including remote access, utilizing VPN or another mutually agreed upon remote access technology.

9. **Payment Terms.**

- a. Invoices. GFOA shall provide Government as defined in the SOW. Government shall pay invoices received from GFOA in compliance with the Local Government Prompt Payment Act, 50 ILCS 505/ et seq.
- b. Past Due Amounts. Undisputed past due balances in excess of the time allowed by the Local Government Prompt Payment Act will accrue interest as prescribed in the Act.
- c. Taxes. Prices quoted for license fees and other fees are exclusive of all applicable federal, state, municipal or other political subdivision excise, sales, use, or like taxes now in force or enacted in the future. Payment of any such taxes, except for any taxes based on GFOA's income, are the sole responsibility of Government unless Government provides GFOA with a valid tax-exempt certificate therefor.
- d. Staffing and Rates. Consultants shall perform Services in accordance with the terms of this Agreement and the SOW. Government will pay GFOA on a project basis, unless otherwise set forth in the SOW. In the event Government pays for Services on an hourly basis, GFOA's staff/contractor time will be billed at the mutually acceptable rates set forth in the applicable SOW.
- e. Expenses.
 - i. *Travel expenses.* Unless stated otherwise in the SOW, GFOA pricing does not include travel costs. Government is responsible for reimbursing GFOA for any pre-approved travel costs per the GFOA travel policy, or as mutually agreed between GFOA and the Government.

10. **Provision of Services to Third Parties.** Government agrees GFOA may engage or collaborate with third parties to perform its responsibilities under this Agreement.

11. **Limitation on Liability and Damages.**

- a. Consequential Damages. In no event shall either party or its officers, directors, employees, agents, consultants or suppliers be liable under this Agreement to the other party or any other third party for any indirect, special, incidental, punitive or consequential damages (such as damages for loss of good will, work stoppage, lost or corrupted data, computer failure or malfunction, lost profits, lost business or lost opportunity), or any other similar damages.
- b. Force Majeure. In no event shall either party or its officers, directors, employees, agents, consultants or suppliers be liable under this Agreement for damages resulting from a delay in performance or any failure to perform hereunder caused in whole or in part by reason of force majeure, which with respect to GFOA shall be deemed to include the occurrence of any event beyond the control of GFOA that renders performance impossible, illegal or impracticable, and, with respect to either party, war (whether an actual declaration thereof is made or not), sabotage, terrorism, insurrection, riot and other acts of civil disobedience, action of a public enemy, failure or delays in transportation, pandemic, communicable

disease, laws, regulations or acts of any national, state or local government (or any agency, subdivision or instrumentality thereof), judicial action, labor dispute, accident, fire, explosion, flood, storm or other act of God, shortage of labor, fuel, raw materials, machinery or technical failures.

- c. Limitation of Liability. In no event shall GFOA's liability for any matter arising under or in connection with this Agreement exceed the actual amount paid by GFOA's insurer as a result of any claim made with respect to such matter under the insurance policies maintained by GFOA in accordance with Section 13.d of this Agreement (the "Liability Cap"). Government acknowledges that the Liability Cap is a material term upon which GFOA has relied in entering into this Agreement and that GFOA would not have entered into this Agreement in the absence of such provision.

12. **Miscellaneous.**

- a. Governing Law. This Agreement shall be interpreted, construed and governed by the laws of the State of Illinois, without regard to its conflict of law rules.
- b. Dispute Resolution.
 - i. The parties shall attempt to resolve any claim or disputes arising in connection with this Agreement or the Services provided hereunder by escalating the dispute to a senior representative of each party, and such senior representative shall use good faith efforts to resolve the dispute. The parties shall make good-faith efforts to resolve any and all disputes as quickly as possible. If the senior representatives are unable to resolve the dispute, the dispute shall be decided by arbitration as set forth below.
 - ii. Any claim or dispute of any nature between the parties hereto arising directly or indirectly from the relationship created by this Agreement shall be resolved exclusively by arbitration in Chicago, Illinois in accordance with the commercial arbitration rules of the American Arbitration Association. The arbitration shall be conducted by either: (i) a single arbitrator mutually agreed upon by the parties; or (ii) if the parties fail to agree upon an arbitrator within thirty (30) days after submission of the claim to arbitration, then a single arbitrator appointed by the American Arbitration Association. Any such arbitrator shall have reasonable experience in the area of services agreements and issues. The fees of the arbitrator shall be paid by the party that is unsuccessful in such arbitration. Each party shall be responsible for its own costs incurred in connection with such arbitration. The decision of the arbitrator shall be final and binding upon both parties. Judgment of the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. In the event of submission of any dispute to arbitration, each party shall, not later than thirty (30) days prior to the date set for hearing, provide to the other party and to the arbitrator a copy of all exhibits upon which the party intends to rely at the hearing and a list of all persons each party intends to call at the hearing.
- c. Independent Contractors. The parties are and shall be independent contractors to one another, and nothing herein shall be deemed to cause this Agreement to create an agency, partnership, or joint venture between the parties. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee.
- d. Insurance. GFOA agrees that it will maintain in effect during the Term of this Agreement insurance policies in the amount and with the type of coverage shown below:

1. Workers Compensation insurance in the form and amount required by applicable law(s).
 2. Commercial General Liability insurance on an "Occurrence Basis" with limits of liability not less than \$500,000 per occurrence and/or combined single-limit bodily injury and property damage.
 3. Motor Vehicle Liability, including No-Fault coverage, with limits of liability not less than \$500,000 per occurrence and/or aggregate combined single limit, personal injury, bodily injury and property damage. Coverage shall include all non-owned vehicles, and all hired vehicles.
 4. Professional Liability, with limits of liability of \$1,000,000 per claim and policy aggregate.
- e. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law but if any provision of this Agreement is held to be invalid, illegal or unenforceable under any applicable law or rule, the validity and enforceability of the other provisions of this Agreement will not be affected or impaired thereby.
- f. Modification, Amendment, Waiver or Termination. No provision of this Agreement may be modified, amended, waived or terminated except by an instrument in writing signed by both parties to this Agreement. No course of dealing between the parties will modify, amend, waive or terminate any provision of this Agreement or any rights or obligations of any party under or by reason of this Agreement.
- g. Assignment. Neither party may assign or transfer its rights or obligations under this Agreement without the prior written consent of the other party.
- h. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns.
- i. Invoices. GFOA sends invoices electronically via email. Invoices shall be sent to:

Contact Name: Luke Stowe
Email: lstowe@cityofevanston.org

- j. Notices. All notices, consents, requests, instructions, approvals, or other communications provided for herein shall be in writing and delivered by personal delivery, overnight courier, mail, fax or e-mail addressed to the receiving party at the address set forth herein. All such communications shall be effective when received.

If to GFOA:

Government Finance Officers Association
Attn: Mike Mucha, Deputy Executive Director
203 N. LaSalle Street, Suite 2700
Chicago, IL 60601
Email: mmucha@gfoa.org

If to Government:

City of Evanston

Attn: Luke Stowe, City Manager
2100 Ridge Avenue
Evanston, IL 60201
lstowe@cityofevanston.org

Any party may change the address set forth above by notice to each other party given as provided herein.

- k. **Entire Agreement.** This Agreement, including all Exhibits attached hereto and including Government's Putting Assets to Work Incubator Application, constitute the entire agreement of the parties hereto and supersedes all prior understandings, representations, proposals, discussions and communications, whether oral or written, with respect to the subject matter of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

CITY OF EVANSTON

**Government Finance Officers Association of
the United States and Canada**

By: *Luke Stowe*
Authorized Representative

By: _____
Authorized Representative

Name: Luke Stowe

Name: Mike Mucha

Date: 09 / 26 / 2023

Date: _____

Title: City Manager

Title: Deputy Executive Director

Approved as to form:

Alexandra B. Ruggie

Alexandra B. Ruggie
Interim Corporation Counsel

Attn: Luke Stowe, City Manager
2100 Ridge Avenue
Evanston, IL 60201
lstowe@cityofevanston.org

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CITY OF EVANSTON

Government Finance Officers Association of the United States and Canada

By: _____
Authorized Representative

By: 
Authorized Representative

Name: Luke Stowe

Name: Mike Mucha

Date: _____

Date: 9/20/2023

Title: City Manager

Title: Deputy Executive Director

EXHIBIT A
FORM OF STATEMENT OF WORK

This SOW on the following page(s) incorporates all of the terms and conditions set forth in the Agreement and the Agreement governs the relationship between Government and GFOA for participation in the PAW Incubator. All terms not otherwise defined in this SOW shall have the meaning set forth in the Agreement. In the event of a discrepancy between this SOW and the Agreement, the terms of the Agreement shall control.

SOW 1: Participation in PAW Incubator

By participating in this Incubator, the Government will receive: an asset map that catalogs public real estate assets in the jurisdiction at the government's fingertips for possible revenue generation, along with technical assistance that will equip each government to (1) maximize the use of public real estate assets to generate public revenues for community investment, (2) deeply understand the feasibility of Putting Assets to Work specifically in their own jurisdiction, and (3) receive a proposed governance structure, roadmap and tools for implementation.

The Incubator consists of two concurrent endeavors lasting approximately 6 months.

Asset Inventory and mapping. This endeavor will yield a public real estate asset map and valuation. These products represent a visual inventory of all publicly owned real estate assets in a jurisdiction and an analysis of their current-date valuation, highlighting along the way meaningful opportunities for development. Each map produced during this phase will:

- Require input from local government officials and staff (e.g., timely access to public records held by the county assessor office, participation from department directors and staff to give context to public real estate assets and opportunities, and occasional phone consultation from city attorneys).
- Provide a holistic understanding of all publicly owned land in the jurisdiction.
- Project the potential value of all land, viewed as a real estate portfolio.
- Visualize development scenarios for priority sites based on comparable existing development.
- Identify the net municipal revenue impact of potential development.
- Result in a highly visualized virtual presentation to elected officials and staff, as requested, of opportunities for the development of public assets, including their valuation.

Feasibility assessment and implementation playbook. This endeavor will engage elected officials, senior policymakers, and staff to identify budgetary goals and other public benefit opportunities the jurisdiction is seeking and how a Putting Assets to Work initiative can support the jurisdiction's objectives. Following this feasibility assessment, the Putting Assets to Work team will engage with elected officials and senior staff to develop an implementation playbook. This playbook will:

- Evaluate the governance and financial structure and develop recommendations for initiating this work in a way that aligns with jurisdiction-specific considerations and desires.
- Evaluate procurement considerations respective to the jurisdiction.
- Develop recommendations for a private partnership engagement structure that maximizes benefits for the public, including but not limited to ethical considerations that guide short and long-term public-private engagements to protect the public trust and maximize the public benefit.

Payment Terms

The fees for participating in this PAW Incubator program are \$135,000. All pricing is exclusive of travel expenses, which will be invoiced as actual costs per GFOA's travel policy if requested by the Government. GFOA will invoice the participation amount according to the schedule below.

Payment Number	Milestone	Amount
1	Completion and delivery of asset maps for the City of Evanston	\$67,500

2	Completion and delivery of the Putting Assets to Work Playbook for the City of Evanston	\$67,500
Total		\$135,000

Attachment A to SOW: Government Application

See attached on the following page.

Attachment A

Application from the City of Evanston to participate in the Putting Assets to Work incubator

Putting Assets to Work Incubator

Application Elements:

1. Point Person for this Application

- a. Name - Kelley Gandurski
- b. Title - Interim City Manager
- c. Public entity (agency / department / office) - City of Evanston, City Manager's Office
- d. Email address - 2100 Ridge Avenue, Evanston, IL 60201
- e. Phone - 847-448-8009

2. Jurisdiction Profile

- a. Geographic size - 7.803 square miles
- b. Total population - 78,110
- c. Rate of population growth or decline over the last decade and most recent three years (or best U.S. Census data available to respond as fully as possible). The City saw an increase of 4.9% when comparing the 2010 and 2020 census.

From 2020 census:

Population	
Population Estimates, July 1 2021, (V2021)	NA
Population estimates base, April 1, 2020, (V2021)	NA
Population, percent change - April 1, 2020 (estimates base) to July 1, 2021, (V2021)	NA
Population, Census, April 1, 2020	78,110
Population, Census, April 1, 2010	74,486

d. Racial / ethnic demographics of population -

Race and Hispanic Origin	
White alone, percent	64.7%
Black or African American alone, percent (a)	16.5%
American Indian and Alaska Native alone, percent (a)	0.2%
Asian alone, percent (a)	9.2%
Native Hawaiian and Other Pacific Islander alone, percent (a)	0.0%
Two or More Races, percent	6.6%
Hispanic or Latino, percent (b)	11.8%
White alone, not Hispanic or Latino, percent	58.3%

e. Age demographics of population

Age and Sex	
Persons under 5 years, percent	5.7%
Persons under 18 years, percent	19.9%
Persons 65 years and over, percent	16.0%
Female persons, percent	52.2%

f. Jurisdiction's total annual budget amount

The total Adopted Budget for fiscal year 2022 is \$360,433,520.

g. Jurisdiction's three largest revenue sources and amount in most recent budget year

2022 Budget:

Property Tax - \$55,711,545

Sales Tax (Home Rule and Basic) - \$17,800,000

State Income Tax - \$8,800,000

h. Property tax rate

8.034%

2019 Rates (Paid in 2020)

Cook County	0.543
City of Evanston	1.413
City of Evanston Library Fund	0.218
City of Evanston General Assistance	0.032
School District 65	3.185
Evanston Township High School District 202	2.024
Oakton Community College District 535	0.221
Metropolitan Water Reclamation District	0.389
North Shore Mosquito Abatement District	0.009
Total rate all taxing districts	8.034

i. Median income

Income & Poverty	
Median household income (in 2020 dollars), 2016-2020	\$82,335
Per capita income in past 12 months (in 2020 dollars), 2016-2020	\$53,685
Persons in poverty, percent	11.7%

j. Median home price

\$409,900

Housing	
Housing units, July 1, 2019, (V2019)	X
Owner-occupied housing unit rate, 2016-2020	56.7%
Median value of owner-occupied housing units, 2016-2020	\$409,900
Median selected monthly owner costs -with a mortgage, 2016-2020	\$2,546
Median selected monthly owner costs -without a mortgage, 2016-2020	\$1,025
Median gross rent, 2016-2020	\$1,433
Building permits, 2021	X

k. An estimate of assessed value of taxable property within the jurisdiction, if available.

AGENCY OVERALL EAV (Equalized Assessed Value) \$3,461,647,470

3. Putting Assets to Work

a. Why is your jurisdiction interested in exploring this concept?

Over its nearly 160-year history, the City of Evanston has amassed over 300 parcels of land now housing 60 buildings, three multi-level public parking garages, 35 surface parking lots, and 300 acres of parkland, including 76 parks (with 50 playgrounds), and six public beaches. The City has committed staff from several divisions who maintain the buildings and the grounds. We have very little data on building or ground management costs beyond the employees' salaries and a generalized review of the expenditures allocated to the various facility management account funds. Utilization data for the facilities is limited as well.

The incubator is promising as we consider opportunities to grow and implement numerous plans while maintaining our community character. Because our community is fully built out, there is development pressure, including a push to densify. For example, city staff has solicited offers from developers, desired to list properties for sale, or issued requests for proposals for several surface parking lots in residential neighborhoods and business districts, including our downtown commercial center, hoping to create opportunities for affordable housing or electric vehicle charging stations. However, without a plan or an understanding of value or data to make projections, it is difficult to make a strong case to community members and garner the support of the City Council. It is not necessarily the goal of the city to privatize public assets. But without a strategy like this grant promises, it is difficult to convince our community otherwise.

b. What is the best example of your jurisdiction's commitment to exploring the feasibility of Putting Assets to Work? Have you taken any steps to implement a public asset management strategy?

The City of Evanston staff has made numerous attempts to help the City Council consider selling or leasing city-owned properties for private uses. These recommendations came without a plan or data to provide evidence of future economic or public benefit. Examples include:

1. Recycling Center: The City of Evanston recycling center has not functioned as a drop-off recycling center for over ten years after a curbside/alley recycling program was implemented. Since then, it has been used as storage for public works/parks/facilities equipment. The property is located along a busy east-west traffic corridor that includes a Home Depot-anchored shopping center, a privately-owned sports dome, and one of the city's major parks. Numerous private sector partnership ideas have been presented over the years (both unsolicited and solicited), but all have failed to receive City Council approval, arguably, because a strong case has not been made about the benefits. Alternatively, a strong case hasn't been made that public use would be better than private use.

2. Surface Parking Lots: To relieve on-street parking congestion and improve the quality of life of apartment and condo dwellers, the City provides off-street surface parking lots in several neighborhoods for a relatively small monthly fee. There is little evidence that the fees charged for the parking are in line with market pricing (i.e., likely not charging enough). Furthermore, some parking lots are not utilized at full capacity, while others have waiting lists.

The City's Economic Development Division of the City Manager's Office has been working to partner with affordable housing developers to convert some of these surface parking lots into mixed-use residential/commercial or EV charging station parking with affordable housing atop. Alternatively, combine the multiple parking lots into a centralized parking garage to allow affordable housing/mixed-income development.

The staff has had success with one of the surface parking lots (504 South Boulevard) in a relatively dense residential district close to a Chicago Transit Authority train station. Staff issued an RFP in partnership with the neighboring housing authority of Cook County Housing to redevelop the parking lot with affordable housing. The project is entering the zoning/entitlement phase after a nearly 24-month process. The redeveloped lot will improve the long-term viability of the nearby transit station by providing train riders and assist with climate action resilience by reducing car dependence. Additional housing in the neighborhood provides more households to shop at local business district shops and further supports schools with stable student enrollment.

The City has also approved a Climate Action Resilience Plan, in which the City is to be carbon neutral by 2035. In order to meet this goal, it will require a full review of the City's assets. One of the plan's stated goals is to implement strategies that improve the utilization of city-owned properties.

c. Describe the level of political support for Putting Assets to Work in your jurisdiction. Who has been involved in your jurisdiction's conversations about this application? We encourage support letters or other attachments, especially from key elected officials and staff with authority, to implement recommendations developed through participation in the incubator.

Staff collaborated to submit the Putting Assets to Work application and the request for \$85,000 to the City Council on Monday, May 23. The Administration and Public Works Committee and full City Council approved the application submission unanimously (see memorandum attached). In addition, the Mayor has written a letter of support and a letter of support from the Interim City Manager (see letters of support attached).

d. What are the biggest risks you foresee in successfully Putting Assets to Work in your jurisdiction through your involvement in this incubator?

A broad-reaching community engagement process is critical to ensuring the Putting Assets to Work incubator is successfully implemented in Evanston. Clear communication with our socio-economically diverse community is paramount. Building trust with a progressive community that strongly values community input and public benefit over “profit.” From the outset of the process, it should be clear that this analysis isn’t about privatizing public property or an immediate / rushed plan to change the use of properties that the community has become accustomed to. The staff believes our community will see the full picture with a deliberate process and clear communication.

e. What areas of support from the incubator are you most interested in receiving to set your jurisdiction up for success?

The City is most interested in the “jurisdiction-specific feasibility study” so that the assets “put to work” have already been fully reviewed and realized. As mentioned, the City has worked on uses for underutilized assets but is hopeful that the incubator will be more creative and expand on the original opportunities. The review of the governance structure, including any ethical issues, will also be beneficial in guiding the interactions with those that would be most impacted.

f. Please identify an example of a public asset that may be underutilized in your jurisdiction and one possible use you might be interested in exploring.

Several examples deserve a detailed examination:

1. Civic Center - lessons learned during the pandemic/endemic about employee productivity working remotely suggest we may not need as much square footage to manage the city operations. The Lorraine Morton Civic Center is an 1880s vintage former school building last renovated in the early 1980s. It might be time to consider relocating city operations back to the downtown district and converting the building and the grounds surrounding it (including a parking lot) into housing serving a broad range of incomes.
2. Surface Parking Lots - examples provided in previous answers. Generally, surface parking lots in dense urban environments are one of the lowest, and worst land uses. What benefits would the City of Evanston community members enjoy by consolidating parking lots into multi-level parking facilities or providing electric vehicle charging station parking at the base of a multi-story housing development?
3. Miscellaneous tot lot / Small Parks - several parks appear to be an afterthought using vacant land. Perhaps a detailed analysis of their utilization and potential use as housing to assist with affordable housing is warranted.
4. Parks Facilities - the parks department manages several facilities that deserve a second look. Numerous smaller recreation facilities might be combined to create a regional (i.e., north, central, south) instead of numerous throughout. The parks department also manages aging parks shelters that include bathrooms not maintained at a high standard.

Opportunities for new park gathering spaces for music, markets, and events surely exist (Wilmette Gillson Park Wallace Bowl amphitheater, for example).

5. Beach Facilities - Perhaps the Dempster Street beach office and nearby parking lots, built just feet from the shores of Lake Michigan, be relocated and incorporated into a Dempster / Greenwood beach facility that includes boat storage, a restaurant beach office administration, and bathrooms. There are limited Kayak, wind-surfing boards, sunfish boats, and paddleboard rentals.
6. Roads/Street - these are an asset often overlooked other than as a way to drive a car from point A to B. What opportunities exist to convert underutilized streets to other uses. Perhaps there is an opportunity to turn the four-lane highway along Lake Michigan from Howard Street to South Boulevard into a slower two-lane road, converting the other lanes into expanded bike lanes, jogging paths, and park space - essentially creating a new city park. Parking lanes/streets along the lakefront further north could provide similar opportunities or perhaps a site for a small outdoor amphitheater for classical music or Shakespeare in the Parks style performances. In addition, during COVID-19, the City was able to close down portions of the street to allow businesses the opportunity to serve food outside. Staff and local businesses are interested in identifying other similar opportunities.

g. Please describe your priorities and anticipated uses of revenue generated from Putting Assets to Work.

Economic vitality and quality of life are the focus. The City Councilmembers and staff are working tirelessly to reach the City's Climate and Action Resilience Plan and affordable housing goals. The revenue could be put toward reaching those goals by releasing pent-up revenue from existing assets without raising fees or taxes by right-sizing our assets. The City needs to build out its electrification infrastructure, change its fleet and equipment for more climate-friendly options, and continue to move toward carbon neutrality. Lead pipe replacement is a top priority and an expensive long-term challenge, as is helping our talented community members build skills to earn high-wage jobs, including training intensive laborer positions that do not require a college degree but provide a stable path into the middle class. Technology allows us to deliver city services in less space. Our extensive bike path and sidewalk network, and public transit link all corners of our community. Most community members who want cars have them. All of this in 7.8 square miles. With some technical assistance, community engagement, and focus, we can rightsize our assets, improve the quality of offerings in fewer spaces, and perhaps offer new social services demanded by our community.

4. Incubator

- a. Point person for government participation in Incubator (who commits five hours a week on average during each phase)
 - i. Name - Kelley Gandurski

- ii. Title - Interim City Manager
- iii. Public entity (agency / department / office) - City of Evanston, City Manager's Office
- iv. Email address - kgandurski@cityofevanston.org
- v. Phone - 847-448-8009

b. Back-up point person of similar seniority for government participation in Incubator, who would not need to participate unless primary point person (listed in 4(a)) experiences long-term absence or resigns

- i. Name - Susie Hall
- ii. Title - Management Analyst
- iii. Public entity (agency / department / office) - City of Evanston, Administrative Services
- iv. Email address - shall@cityofevanston.org
- v. Phone - 847-448-8175

c. Does jurisdiction intend to participate in both Phase I and Phase II, or just Phase I?

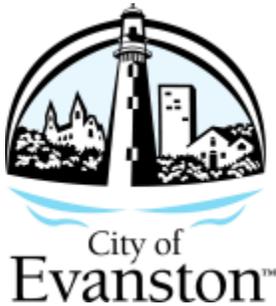
Yes- the City would like to participate in both Phases.

d. Please describe the involvement you will commit from your government staff: who and what level? We are especially interested in learning about the participation planned by the point person, department directors, attorneys, city manager, and other such officials who would be available for meetings as needed, and any others besides the point person who would be more hands-on in the project.

The City of Evanston is committed to developing a small team comprised of a Deputy City Manager (or similar level), Department Director(s), Division Manager(s), and other levels of staff support. The work will involve many City operations and need the review and insight of numerous departments and divisions. The City was named a What Works Cities by the Bloomberg Philanthropies and found it was most successful with support from various departments.

e. Please describe your plan to secure the Phase I and Phase II match requirements, including source(s) and timing. Jurisdictions should not be discouraged from applying if they are not able to demonstrate a plan to secure the Phase II match. We are willing to assist jurisdictions in their efforts to identify and secure Phase II matching support as needed. We understand it may be difficult for some jurisdictions to identify the source(s) and timing for Phase II support upfront.

Funding will be from the City Manager's Office, Service/Agreements/Contracts Fund (Account 100.15.1505.62509), with the Fiscal Year 2022 budget of \$106,000 and a remaining balance of \$38,306. The City Manager's Office will provide the remaining cost, Regular Pay Fund (Account 100.15.1505.61010), which is projected to be significantly under budget. The fund has an FY22 approved budget of \$921,084 and a remaining balance of \$809,559.



Memorandum

To: Honorable Mayor and Members of the City Council
CC: Members of Administration and Public Works Committee
From: Luke Stowe, Acting Deputy City Manager
CC: Paul Zalmezak, Economic Development Manager
Subject: Approval to Submit Application for “Putting Assets to Work” Incubator
Date: May 23, 2022

Recommended Action:

Staff recommends City Council approval to apply for participation in the “Putting Assets to Work Incubator” If the City of Evanston is one of five local governments selected to participate in the nonpartisan program, the City will need to provide a total of \$85,000 matching requirements. At the end of the program, the City will receive an asset map that catalogs all public real estate assets and a strategy to better utilize our public facilities and help meet CARP goals and provide guidance on the potential for converting or retrofitting or sharing space for housing development.

Funding Source:

Funding will be from the City Manager’s Office, Service/Agreements/Contracts (100.15.1505.62509) that has a FY22 budget of \$106,000 and a remaining balance of \$38,306. The remaining cost will be provided by the City Manager’s Office Regular Pay account (100.15.1505.61010), which is projected to be significantly under budget. The fund has an FY22 approved budget of \$921,084 and a remaining balance of \$809,559.

CARP:

Municipal Operations, Building Efficiency

Council Action:

For Action

Summary:

Although the City of Evanston is sometimes considered a small city at just under eight square miles, City assets are substantial, with over 300 parcels/PINS. The City’s Facilities and Fleet Management Division maintains approximately 60 buildings/structures, the Parking Division maintains four public parking garages and over 35 surface lots, and the Parks and Recreation

Department has over 300 acres of land on 97 sites, which include 76 parks, 50 playgrounds, six public beaches and the grounds of eight public buildings.

Staff from all city departments work together to make the most of these City assets but are unable to find additional revenue sources (outside of typical usage fees) or confirm that the asset is being put toward the best use for the residents and visitors. Staff focuses on managing programs that occur in the facilities and maintaining the facilities for the purpose they were built. Limited staff resources are allocated to imagining the future of the properties or potential beyond the facility's original intent. Tax revenues for ongoing maintenance and reimagining assets continue to diminish.

“Putting Assets to Work Incubator” is under the leadership of former Congressman and Mayor Ben McAdams, the Government Finance Officers Association (GFOA), and in collaboration with the Sorenson Impact Center at the Eccles School of Business at the University of Utah.

If chosen to participate in the incubator, the City will receive an asset map that catalogs all public real estate assets, which can be used to generate public revenues for community investment. In addition, the City will receive technical assistance, a deeper understanding of “Putting Assets to Work” in our jurisdiction, and a roadmap for implementation.

Staff is confident that the program will help the City achieve numerous city goals including Climate Action and Resilience Plan and Affordable Housing. If the City were to receive additional revenue while right-sizing its assets, the additional revenue could be put toward reaching those goals.

For example, the City has a significant need to build out electrification infrastructure, increase solar opportunities, and other programs to continue to move toward carbon neutrality. The [Evanston Municipal Operations Zero Emissions Strategy](#), approved by the City Council in early 2022, provides a roadmap for deep decarbonization through rightsizing, energy efficiency upgrades, building electrification, expanding solar installations, installing efficient streetlights, and electrifying the municipal vehicle fleet. Participating in the Incubator will provide much-needed data regarding the City's plans to expand electric vehicle charging options to the public and ensure that City infrastructure is efficiently utilized.

The City has also committed to helping solve housing affordability. Evanston is a desirable community. Housing prices reflect that. Furthermore, the community is built out, with opportunities for new development only achievable by acquiring economically functioning properties for redevelopment at higher density - often at the dismay of community members who prefer a lower density aesthetic. The Incubator participation will provide guidance on the potential for converting or retrofitting or sharing space for housing development.

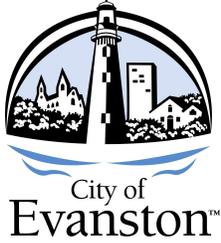
The incubator requires \$85,000 in matching funds (if we participate in both phases) from the selected jurisdiction. The cost of asset mapping and feasibility analysis significantly exceeds this match requirement, reflecting generous support from other philanthropic partners to help subsidize participation. The program will take approximately 10 months to complete in two phases, with the first phase lasting four months.

Evanston staff's time commitment will be approximately 5 hours a week, with one staff member being the main point person. Phase I will require support from all department directors and government officials and will require outreach with the assessor's office and clerk's office for records. Once the documents have been reviewed, they will project the potential value of all land and develop scenarios for priority sites. The net municipal revenue impact potential will be reviewed, and a presentation will be made to City Council and staff for opportunities for the public assets.

Phase II will determine additional revenue and budgetary goal(s), including infrastructure investment, and high-impact social and environmental benefits from Putting Assets to Work could be directed. Additionally, this phase will include potential engagement with stakeholders and evaluation of any ordinances or legal/ethical requirements. It will conclude with a feasibility report to identify how the City can put its "assets to work."

Attachments:

[Application for Putting Your Assets to Work](#)



City Manager's Office
2100 Ridge Avenue
Evanston, IL 60201
T 847.448.8311
TTY 847-866-5095
www.cityofevanston.org

May 26, 2022

Government Finance Officers Association,
Former Congressman and Mayor Ben McAdams,
Sorenson Impact Center

RE: Putting Assets to Work Incubator

To Whom it May Concern:

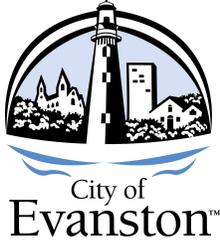
The City of Evanston staff is pleased to collaborate on our application to the Putting Assets to Work Incubator and is hopeful to spend the next year partnering with you to design a plan to help unlock the potential of our city assets to serve our community members better. The Evanston City Council unanimously supported the City of Evanston's staff's request to submit the application and invest \$85,000 toward this partnership.

As we outline in our application, we have begun analyzing the potential of deploying our city assets in new ways recognizing structural changes to our economy, the impacts of the pandemic, and the desire to contribute to social services that are increasingly left up to local municipalities. We cannot simply raise taxes or increase fees to solve these challenges. And while we have begun the work, we haven't necessarily had the financial resources, the time, or the expertise to convince our community members that we are not efficiently deploying our assets.

We hope that we are selected to participate, learn, and get to work putting our assets to work. Again, thank you for the opportunity, and we look forward to the collaboration.

Sincerely,

Kelley Gandurski
Interim City Manager



Office of the Mayor
2100 Ridge Avenue
Evanston, IL 60201
T: 847.866.2979
dbiss@cityofevanston.org
www.cityofevanston.org

May 25, 2022

Former Congressman and Mayor Ben McAdams
Government Finance Officers Association
Sorenson Impact Center

RE: Putting Assets to Work Incubator Grant

To Whom it May Concern:

I enthusiastically support the City of Evanston's application to participate in the "Putting Assets to Work Incubator." Historically, our community members have supported high-quality government services reflected in our arguably outsized number of city facilities relative to our modest eight square miles. In addition, the City offers parks, parking facilities, beaches, and a boathouse. This incubator will help us pause and evaluate opportunities to provide value to our community.

We hope that the Putting Assets to Work Incubator partnership and the associated stakeholder engagement process will generate new ideas. The recommendations will help us reduce costs, generate new revenue sources, shift resources to needed social programming and help sustainably fund our most urgent City service needs, including climate action resilience planning and improving affordable housing opportunities.

I am excited by the possibility of Evanston's participation in this incubator, our staff's enthusiasm for this work, and the prospect of what this could mean for our residents. So, again, I appreciate your consideration of our application.

Sincerely,

Daniel Biss
Mayor

Title	PAW Agreement
File name	FINAL Participati...ember 20 2023.pdf
Document ID	2008ea8944f7b414efd7b03fccaf1b1b10bc5540
Audit trail date format	MM / DD / YYYY
Status	● Signed

Document History



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09 / 26 / 2023

09:08:55 UTC-5

Sent for signature to Alexandra Ruggie (aruggie@cityofevanston.org) and Luke Stowe (lstowe@cityofevanston.org) from lthomas@cityofevanston.org
IP: 66.158.65.76



VIEWED

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IP: 66.158.65.76



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14:14:30 UTC-5

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IP: 66.158.65.76



SIGNED

09 / 26 / 2023

14:15:23 UTC-5

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IP: 66.158.65.76



COMPLETED

09 / 26 / 2023

14:15:23 UTC-5

The document has been completed.