



October 22, 2024

Ms. Tanya Misselt, Director  
River Falls Public Library  
140 Union St.  
River Falls, WI 54022

*RE: Capital Campaign Program Letter of Agreement (Revised)*

Dear Tanya:

Congratulations once again on the wonderful success River Falls Public Library has had in securing the Flexible Facilities Grant!

Thank you for considering our revised proposal to conduct a Capital Campaign Program for the River Falls Public Library (Library). Working with you and the Study Committee to complete the Planning and Feasibility Study has been a pleasure. We have made significant changes to our original **campaign proposal, timeline, and costs**, as we have been discussing recently, in light of the exciting new developments brought about by your grant award.

Now, we look forward to continuing our partnership with the Library by helping to plan and implement the redesigned Capital Campaign Program for its continued, long-term success. **This revised campaign will focus on securing funding for additional remodel elements, including art installations and landscape improvements, addressing any potential overages, establishing staff endowments, promoting planned giving and estate gifts, and strengthening the Library's Annual Giving Program.** To this purpose, I am submitting this Letter of Agreement to outline the details of our proposal and formalize our assignment.

Baker Street Consulting Group (BSCG) proposes to serve as Campaign Director and consultants for the Capital Campaign, which will raise funds to meet the current plans for the Library facility, its Endowment Fund, and the newly identified priorities. **Baker Street will provide staffing support and experienced counsel to assist the Library in a Capital Campaign Program to help it achieve its expanded fundraising goals.** The outcome of this campaign will be securing additional finances to deepen the corpus of the Endowment Fund and to address the remodel's additional elements, ensuring the Library's long-term success.

We believe that our firm's major gift experience, confident direction, and personal staffing assistance will ensure a positive and productive campaign experience. The campaign will be conducted in a manner that will reflect positively upon the Library and follow all best nationally recognized practices for a fundraising endeavor of this kind.

The project's scope, cost, and details associated with Baker Street Consulting Group serving as Campaign Director and consultants for the Capital Campaign Program are contained herein. They reflect the earlier materials we presented to the Library and Foundation Boards at the conclusion of the Feasibility Study process.

After further discussion, appropriate refinements may occur to implement the campaign in the most effective, tailored manner. However, no material change to this agreement will become effective unless in writing and signed by the Library Director or her designee.

### **Services Provided: During the Capital Campaign**

Baker Street is well-positioned to provide campaign leadership, hands-on support, personal direction, and experienced counsel to conduct the campaign.

What follows are the preliminary details associated with BSCG serving as fundraising counsel for designing and implementing a Capital Campaign Program. Appropriate refinements would occur after further discussion to ensure that we implement the program in the most effective manner.

The scope of this campaign project will encompass the following activities to be completed by Baker Street Consulting Group in cooperation with the Library and community leaders:

- Baker Street recommends that we work with the Library's leadership team to determine the specific campaign purpose and dollar goal.
- Provide a senior-level team to fulfill the role of Campaign Director and serve as consultants.
- Baker Street will assist in organizing the Campaign Steering Committee
- Develop a detailed, written Campaign Plan, which would include:
  - Roles and Responsibilities for Campaign Steering Committee and other roles
  - Recommendations for program direction and implementation
  - Specific activity schedules
  - Fundraising strategies
  - Campaign staffing and structure recommendations
  - Staff and volunteer training materials
  - Communications Plan
  - Campaign Policies and Procedures
- Direct and assist in the implementation of the plan and make refinements from time to time to meet emerging circumstances and opportunities.
- Provide direct support to organize the campaign and to ensure that all key ingredients for campaign operations are properly created and put into motion.
- Create an Awareness Building Plan during the initial phase of the campaign and assist with its implementation as necessary and appropriate.
- Assist in identifying and recruiting campaign leadership.

- Provide support to the Steering Committee and Campaign Committee.
- Provide necessary staff and volunteer training, including creating fundraising instructional materials.
- Work with the campaign volunteers to guide the prospect identification and assignment process for donors.
- Assist in creating Approach Strategies and Ask Amounts for solicitation calls and presentations.
- Organize Solicitation Action Teams to secure gift and pledge commitments.
- Provide guidance and support to Solicitation Action Teams and assist with all follow-up activity.
- Assist in the creation and overall implementation of an appropriate Donor Recognition Program.
- Work with Library leaders and staff to develop the campaign materials (theme, brochures, stationery, etc.) with a professional graphics firm.
- Provide creative ideas and written draft copy for campaign materials.
- Help create presentation materials supporting all fundraising calls and presentations.
- Assist in completing select solicitation calls and presentations as needed.
- Provide guidance for creating strategies, techniques, and methods of fundraising relating to specific solicitation calls and presentations where it will be helpful to do so.
- Establish a regular schedule of review meetings with the Library regarding the campaign and attend key meetings as appropriate.
- Provide timely reports to campaign leadership.
- Direct the campaign to its most successful conclusion.
- Conduct the campaign in ways that reflect the highest standards of the River Falls Public Library and the River Falls community.
- Ensure the Library is prepared to continue promoting giving to the campaign through 2025 and beyond.

### **Scope of the Project**

The scope of the project will encompass the following activities to be completed by Baker Street Consulting Group in cooperation with the Library Director and the Campaign Steering Committee:

- In collaboration with the Library Director and Campaign Steering Committee, organize the campaign and see to its most favorable outcome.
- Oversee and assist in creating and implementing the Campaign Plan (12-month) for conducting the campaign, making refinements from time to time to meet emerging circumstances and opportunities. Include the Awareness Building Initiative in this plan during Phase I.



- Offer creative ideas and thoughtful strategies to position the Library for the campaign, attract community leaders to serve in campaign roles, and secure the campaign's goals.
- Monitor all appropriate aspects of the Capital Campaign Program for the maximum benefit to the Library and successful advancement of this project.
- Assist in providing input to identify and recruit campaign leadership and assist with organizing the campaign structure.
- Provide all necessary staff and volunteer training, including creating instructional fundraising materials.
- Assist with the process of creating a list of potential individual/family, corporate, and foundation Leadership/Major Gift Donor Prospects.
- Work with staff and volunteers to develop Approach Strategies for major donor prospects.
- Organize Solicitation Teams to secure gift/pledge commitments.
- Provide guidance and support to build Solicitation Teams and assist with appropriate follow-up activity.
- Work with volunteers and staff to create proposals for lead gift and major gift presentations. As needed, assist in meeting with prospective donors.
- Assist in creating and refining the project's Naming Opportunities as necessary.
- Assist with the creation and overall implementation of an appropriate Donor Recognition Program.
- Coordinate the development of any campaign materials, e.g., Case for Support, brochures, stationery, PowerPoint presentations, talking points, etc.
- Assist with drafting and submitting proposals to select foundations and businesses.
- Create presentation materials and write letters/proposals in support of fundraising calls and presentations as needed.
- Assist in planning and preparing materials and agendas relating to campaign meetings.
- Assist the staff and Campaign Committee in conducting the campaign to ensure best practices by national standards are followed.

### **Project Time Frame**

This agreement will encompass all the services mentioned above provided by Baker Street Consulting Group for a twelve-month (12) period of time. The Library's approval to proceed with the campaign will serve as the beginning date. A detailed written Campaign Plan will be prepared by Baker Street once the Library's leaders decide to move forward with the campaign and approval of this agreement. This proposed timetable will allow us to complete our campaign activities prior to the 2025 holiday season, but still have the tools in place to promote giving through 2025 and beyond.

The Campaign Plan will contain, among other details, an articulated budget, activity schedule, strategies, task assignments, and deliverable products associated with campaign administration. In a sense, this will be the “flight plan” for conducting the campaign.

### Service Fees and Expenses

Baker Street Consulting Group will perform the activities described above, and any other appropriate consulting services as necessary, in order to effectively direct this campaign to a successful conclusion. Ideally, our services will begin in November 2024 and continue through October 2025 (see *Exhibit A* for the Standard Terms and Conditions). The total cost for professional services will be \$117,600. A breakdown of total costs is presented in *Exhibit B*.

Our project-related expenses (e.g., travel) are estimated to total \$7,200 for the project duration (average \$600 per month) and will be billed monthly at cost, along with our professional services fee invoice to the Library. Invoices will be sent out on or around the 1<sup>st</sup> of each month and be due on the 15<sup>th</sup> of the month. Payment for professional fees is requested to be paid according to the following manner and schedule:

Upon Signing Agreement	\$ 9,800	May 15, 2025	\$ 9,800
December 15, 2024	\$ 9,800	June 15, 2025	\$ 9,800
January 15, 2025	\$ 9,800	July 15, 2025	\$ 9,800
February 15, 2025	\$ 9,800	August 15, 2025	\$ 9,800
March 15, 2025	\$ 9,800	September 15, 2025	\$ 9,800
April 15, 2025	\$ 9,800	October 15, 2025	\$ 9,800
<b>TOTAL</b>			<b>\$117,600</b>

**Note:** In Baker Street’s original Campaign proposal (September 23, 2024), we proposed a monthly campaign consulting fee of \$9,800 for eighteen (18) months. This revised proposal timeline and budget reduces the campaign duration by 6 months and consulting expenses by \$58,800, significantly reducing the timetable and lowering costs for conducting the campaign.

### Consulting Team

The Campaign Director assigned to this project by Baker Street Consulting Group is Mr. Jim Radford, President. He will be assisted by Mr. Zach Radford, Senior Consultant, and, from time to time, by other members of the Baker Street Team. Our experienced firm will provide direct leadership and comprehensive administrative support to the Capital Campaign Program.

### Cancellation or Suspension

Either party identified in this proposal may cancel or suspend the Agreement, with or without cause, with thirty (30) days’ written notice. In this event, River Falls Public Library will continue to be responsible for all fees and expenses incurred under the Agreement until the last day of the following month after receipt by either party of such notice. Please see our Standard Terms and Conditions attached as *Exhibit A*.

### In Appreciation

Again, Tanya, thank you for the confidence that you and the Library Foundation Board are placing in Baker Street Consulting Group. Assuming this Letter of Agreement is acceptable to

you, please sign and return one copy along with the initial installment of \$9,800. We look forward to being of further service to the River Falls Public Library, and we will begin our work immediately upon your approval of this agreement. Please let me know if you have any questions or would like to discuss any additions, changes, or revisions to this agreement.

Respectfully submitted,



Jim Radford  
President  
Baker Street Consulting Group



Zach Radford  
Senior Consultant  
Baker Street Consulting Group

*Agreement Accepted for the River Falls Public Library:*

Signature Karen E Montgomery

Printed Name Karen E Montgomery

Title Foundation President

Date 11/1/2024

## ***Exhibit A***

### ***Standard Terms and Conditions***

The following terms are incorporated into any Agreement between Baker Street Consulting Group (the “Firm”) and the River Falls Public Library (Library) as (the “Client”) identified in the Agreement.

1. **Execution and Delivery.** If the Agreement is executed by the Client and returned to the Firm more than thirty-days (30) after its execution by the Firm, the Firm reserves the right to reconsider the Agreement.
2. **Time-based Fees.** The fees specified in the Agreement are based on the time projected to complete the specified contracted services. It is anticipated that the projected time will be adequate. If additional time should be required to complete the services, the Firm reserves the right to propose revising the attached Agreement, provided, however, that no such revision shall become effective without the prior approval of the Client. Any changes requested by the Client from the services specified in the Agreement shall be subject to additional fees to be negotiated between the Client and the Firm.
3. **Personnel Assigned.** While it is anticipated that there will be no change in the Firm members involved, the Firm reserves the right to change the consultant(s) servicing the Client under the Agreement. The Client reserves the right to request a change in consulting personnel assigned to the project by the Firm.
4. **Non-employment.** Neither the Client nor the Firm will recruit, hire, contract or consult for a fee with any member of the other organization during the term of this Agreement nor for six (6) months following its termination, without the prior written agreement of the other party.
5. **Expenses/Support Services.** Unless specifically provided otherwise in the Agreement, the Client will reimburse the Firm for all reasonable expenses (such as travel, meals and lodging) actually incurred by the Firm’s staff members in connection with providing services under the Agreement and for all reasonable, and pre-approved, costs incurred by the Firm for support services, such as word processing, copying and graphic design.
6. **Terms of Payment.** Unless specifically provided otherwise in the Agreement, invoices will be issued monthly in advance during the term of the Agreement. Fees for each month shall be billed and invoiced as of the last day of the month to which such fees relate. Invoice amounts not paid within thirty (30) will accrue a late charge of 2% per Billing Period on the past due amount.
7. **Termination or Suspension.** The Agreement is subject to cancellation or suspension by either party upon thirty (30) days’ written notice. In the event of cancellation, the Client will continue to be responsible for all fees and actual expenses incurred under the Agreement until the last day of the following month after receipt by either party of such notice.
8. **Services of Client Personnel.** The Client will make available at its expense the project-related services of any employees or representatives of the Client provided for in the Agreement.
9. **Ownership of Personal Notes and Study Questionnaires.** The Firm reserves the right of ownership of all confidential personal notes and study questionnaires created during study projects. They will not be shared with the Client in their original form.
10. **Liability.** The Firm will perform its services under the Agreement in accordance with prevailing standards of quality and professionalism in the fund-raising consulting field. The Firm does not guarantee the success of fund-raising efforts. The Firm has no authority to act on behalf of Client or otherwise bind client. The Firm and its employees are not eligible for any of the personnel benefits of the Client and are responsible for their own taxes and benefits.
11. **Firm as Independent Contractor.** The Firm is rendering services under the Agreement as an independent contractor and not as an agent or employee of the Client.
12. **Force Majeure.** The Firm’s performance under the Agreement will be excused without liability when prevented by strike, act of God, governmental action, accident or any other condition beyond its reasonable control.
13. **Indemnity.** Firm will indemnify, defend and hold harmless the Client, Client’s officers, directors, employees, representatives, volunteers and clients for claims, losses, damages, costs and expenses including attorney and expert fees and court costs arising out of, or in connection with, the negligent acts or omissions or willful misconduct of the Firm, the Firm’s employees or representatives or any other party for whom the Firm is responsible.

**Exhibit B**

**Preliminary Campaign Budget**

**River Falls Public Library**

**Preliminary Budget: 12-Month Capital Campaign Program**

Below are some approximate costs that can be anticipated with a campaign of this scope and magnitude. For example, the range in promotion and materials can vary significantly, depending on the quantity and quality of graphics materials and the preferred design level. Some of these costs may be included within existing budgets or can be further reduced by using carefully selected resources. Baker Street recommends refining project-related costs as part of creating the Campaign Plan early in Phase I of the campaign.

**Promotion and Fundraising (estimated)**

Campaign Case for Support graphics, design, and printing / website	\$10,000
Solicitation mailings, presentations, and public relations	\$ 4,500
<b>Sub-Total</b>	<b>\$14,500</b>

**Consulting Expenses (proposed)**

Fundraising Counsel Professional Fees: 12 Months at \$9,800 /month	\$117,600
Consultant's Project Related Travel Expenses (average of \$600 /month)	\$ 7,200
<b>Sub-Total</b>	<b>\$124,800</b>
<b>Total Preliminary Budget</b>	<b>\$139,300</b>

**Budget Notes**

- The American Association of Fundraising Professionals recommends that the cost of conducting a Capital Campaign not exceed 12% of the campaign goal; BSCG's proposed costs are well below this amount.
- Baker Street's preliminary cost estimates are far below the national cost estimates for Capital Campaigns.
- Baker Street is not a graphic design or web development firm as such. However, we do have allied associates who we highly recommend and with whom we have a working history and personal relationships. Where necessary, Baker Street will assist with providing draft written copy as needed for campaign materials and purposes.
- This revised proposal timeline and budget reduces the campaign duration by 6 months and consulting expenses by \$58,800.