

**Capital Campaign Agreement between
the Flathead County Library and the Flathead Library Foundation**

Parties to the Agreement

This Agreement is between the Flathead County Library Board of Trustees (*Library*), 247 First Ave. E, Kalispell, MT 59901, and the Flathead Library Foundation (*Foundation*), 247 First Ave. E, Kalispell, MT 59901.

Purpose of the Agreement

This Agreement provides an understanding between the Library and the Foundation regarding the responsibilities of each party for planning, designing, financing, and construction of a building to house a new Flathead County Library branch in Kalispell (*Project*).

The Foundation and the Library understand this agreement delineates how the Project will be developed for phases 1-3 and that this Agreement will be supplemented and adjusted as needed.

The Project

The Library and Foundation through a public/private partnership is actively pursuing the purchase of land in the core area of Kalispell and the subsequent construction of a library branch on said land.

Phase 1 of the Project covers the purchase of land.

Phase 2 covers design of the facility, which includes the completion of a building program and community engagement opportunities to create conceptual design options as well as the hiring of architectural and engineering firms, general contractors and the creation of the final design.

Phase 3 covers the construction and equipping of the new building.

Responsibilities

Phase 1: The Library is responsible for negotiating and executing a purchase agreement, providing earnest money, and paying for insurance, taxes, maintenance and all other costs incurred in holding the acquired property.

Phase 2: The Library is responsible for contracting with professionals, facilitating community engagement and reviewing all aspects of the design process. The Foundation and Library working as a public/private partnership is responsible for raising funds to complete this phase.

Phase 3: The Library is responsible for contracting with professionals and approving all aspects of the construction of the building and the equipping of the facility. The Foundation is responsible for raising funds to cover construction of the building and the equipping of the facility.

Communication

Both parties agree to work together to ensure timely, consistent, and positive communication with the public to support the success of the fundraising efforts and the execution of the Project.

All pledge agreements, containing recognition rights, must be approved by the Library Board, and must comply with the Library's *Donation* policy and the Library's *Naming Opportunities and Donor Recognition* policy.

All materials related to this Agreement are considered public records under Article II, Section 9 of the Montana Constitution.

Process

The Library will, in consultation with the Foundation, create a Steering Committee to develop and maintain an action plan and schedule for the project. The action plan will include all Capital Campaign and other project activities of both the Library and the Foundation, and will be presented and updated at each monthly public Library board meeting until the Project is completed. The Foundation will deliver a monthly capital campaign and expense report to the Library for review at each monthly public Library board meeting.

The Foundation must provide proof of sufficient funds having been raised for all phases of construction before construction will begin. The Library will not commence construction until it has evidence that the Foundation has met this requirement. Construction may occur in phases if the necessary funding for the full scope of the project is not secured in a timely fashion. The Library agrees to accept signed donor pledges of funding as a guarantee of payment.

In coordination with the Foundation, the Library may acquire additional funding for the project by any legal means available, including county bonds, grants, and fundraising efforts by the Library itself.

Duration of the Agreement

Once signed by both parties, this Agreement remains in force until the Project is completed or until the Agreement is amended or terminated. Upon completion of the Project, all gifts grants, bequests, or donations received by the Library from the Foundation shall be a final transfer. The Foundation retains no residual or reversionary interest in any such gift, grant, bequest or donation made to the Library. The Library retains all discretion in determining whether to accept any such transfer from the Foundation.

Termination of the Agreement

This Agreement may be terminated by either party in writing with a 30-day notice. If the Agreement is terminated prior to completion of the Project, all funds raised for the Project by the Foundation, will be subject to signed donor agreements. Library raised funds will be subject to grant agreements or placed in the Library gift fund 7055.

Representatives

For the purpose of this Agreement the Library shall be represented by the Library Board Chair, and the Foundation shall be represented by the Foundation Board President.

No Partnership; Binding Agreement Required

The Foundation and the Library are not agents or employees of each other and shall not act or purport to act on the other's behalf. Nothing herein shall be deemed to constitute the creation of a formal business entity or partnership between the parties.

Flathead County Library Board of Trustees

David Ingram, Board Chair

Date: _____

Flathead Library Foundation

Erica Wirtala, President of the Board

Date: _____