

## **Capital Campaign Agreement**

### **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 the purchase of a property to house a future Flathead County Library branch in Kalispell (Project).

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

### **The Project**

The Library and Foundation are 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.

### **Responsibilities**

The Library is responsible for negotiating and executing a purchase agreement, providing earnest money, closing costs, appraisal fees, environmental and geotechnical analysis, and any other associated buyer's fees, and upon purchase, paying for insurance, taxes, CAM fees, maintenance, and all other costs incurred in holding the

acquired property.

The Library is responsible for the costs associated with contracting architecture professionals for preliminary renderings, and with the Foundation, determining the final images to be used in fundraising materials.

The capital campaign committee (defined below), is responsible for managing all aspects of a capital campaign to raise private funds for the negotiated purchase price of the Project, less the investment from the Flathead County 40/29 Fund , and in the timeline outlined by the buy-sell agreement. The Foundation also agrees to provide professional capital campaign feasibility training to the Foundation Board, Library Board, County personnel, and community stakeholders.

### **Communication**

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

Any 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**

A capital campaign committee will be created with members of the Library, Foundation, and community stakeholders, and will be

managed by the Foundation Director, Library Director, and campaign contractors as necessary. An action plan and budget will be determined by the Committee and will be presented and updated at each monthly public Library board meeting until the Project is completed, including up-to-date capital campaign income/expense report .

The Foundation must provide proof of sufficient funds having been raised for the Project by the close of the buy-sell period. 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, loans, and/or grants.

### **Duration of the Agreement**

Once signed by both parties, this Agreement remains in force until the Project is purchased or until the Agreement is amended or terminated.

### **Termination of the Agreement**

This Agreement may be terminated by either party in writing with a 30-day notice. If the Project is terminated prior to completion of the Project, any funds raised for the Project by the Foundation will be referred back to the donors for their review and direction. Any retained funds shall remain in a Foundation-managed Kalispell facilities restricted account.

### **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

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David Ingram, Board Chair

Date:

Flathead Library Foundation

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Erica Wirtala, President of the Board

Date:

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The Library is responsible for negotiating and executing a purchase agreement, providing earnest money, closing costs, appraisal fees, environmental and geotechnical analysis, and any other associated buyer's fees, and upon purchase, paying for insurance, taxes, CAM fees, maintenance, and all other costs incurred in holding the

acquired property.

The Library is responsible for the costs associated with contracting with architecture professionals for preliminary renderings, and with the Foundation, determining the final images to be used in fundraising materials. and in collaboration with the Foundation, facilitating community engagement.

~~The Foundation, in collaboration with a~~ The capital campaign committee (defined below) ~~the Library,~~ is responsible for managing all aspects of a capital campaign to raising private funds for the negotiated purchase price of the Project, less the investment from the Flathead County 40/29 Fund ~~CIP funds,~~ and in the timeline outlined by the buy-sell agreement. The Foundation also agrees to provide professional capital campaign feasibility training training to the Foundation Board, ~~Committee and~~ Library Board, County personnel, and community stakeholders ~~of Trustees.~~

## **Communication**

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

Any 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**



A capital campaign committee will be created with members of the Library, Foundation, and community stakeholders, and will be managed by the Foundation Director, Library Director, and campaign contractors as necessary. ~~The Library will, in consultation with the Foundation, create a Steering Committee to develop and maintain an action plan and schedule for the public.~~ An action plan and budget will be determined by the Committee and will be presented and updated at each monthly public Library board meeting until the Project is completed, including up-to-date capital campaign income/expense report .

~~The Foundation will deliver an up to date capital campaign income/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 the Project by the close of the buy-sell period. 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, loans, and/or grants.

### **Duration of the Agreement**

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Flathead County Library Board of Trustees

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David Ingram, Board Chair

Date: 3/27/2025

Flathead Library Foundation

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Erica Wirtala, President of the Board

Date: