

**CONTRACT FOR
PROFESSIONAL SERVICES FOR FEASIBILITY STUDY BETWEEN
AMES PUBLIC LIBRARY, A DEPARTMENT OF THE CITY OF AMES AND
THE HODGE GROUP**

THIS AGREEMENT, made and entered into effective the ____ day of _____, _____, by and between the Ames Public Library, an administrative agency of the City of Ames, Iowa, a municipal corporation organized and existing pursuant to the laws of the State of Iowa (hereinafter sometimes called the Library and the City) and The Hodge Group (hereinafter called the "Contractor").

WITNESSETH THAT:

WHEREAS, the City of Ames has determined that certain services to be provided to the Library and its citizens by the Contractor, such services and facilities being hereinafter described and set out, should be purchased in accordance with the terms of a written agreement as hereinafter set out;

NOW, THEREFORE, the parties hereto have agreed and do agree as follows:

**I
PURPOSE**

The purpose of this Agreement is to procure for the Library and the City certain services as hereinafter described and set out; to establish the methods, procedures, terms and conditions governing payment by the City of Ames for such services; and, to establish other duties, responsibilities, terms and conditions mutually undertaken and agreed to by the parties hereto in consideration of the services to be performed and monies paid.

**II
SCOPE OF SERVICES**

Contractor shall provide the services set out in the City of Ames, Iowa, Request for Proposals No. 2010-044 Scope of Work, Professional Services for a Fundraising Feasibility Study for the Ames Public Library attached hereto as Exhibit A and the Fundraising Feasibility Study Proposal, Project understanding (dated September 23, 2009) as submitted by the Contractor and attached hereto as Exhibit B.

The Library and the City, without invalidating the Agreement, may direct changes in the project within the general scope of the Agreement, with the authorized payment maximum being adjusted accordingly. Any change in the scope of service by the contractor shall be done by written agreement signed by both parties. The added cost or cost reduction to the Library and the City resulting from a change in the Agreement shall be determined by mutual acceptance of a lump sum properly itemized and supported by sufficient data to permit evaluation, or by unit prices stated in the Agreement or subsequently agreed upon.

It shall be the responsibility of the Contractor, before proceeding with any change in scope, to verify that the change has been properly authorized on behalf of the Library and the City. No additional charges or any other change in the Agreement will be allowed unless previously authorized in writing by the Library and the City, with the applicable compensation method and maximum authorized additional sum stated.

**III
METHOD OF PAYMENT**

- a. The City of Ames agrees to pay the Contractor monthly payments, itemized for work performed, to a total not to exceed \$62,500. The City of Ames shall reimburse the contractor for travel (itemized for airfare, ground transportation, lodging, and meals under City of Ames guidelines), itemized telephone long distance communications, and itemized printing costs for a total amount not to exceed \$5,500.
- b. Final payment will be made upon completion of the work and acceptance by the Library and the City. Before final payment will be made, the contractor must furnish a list of all persons and sub-contractors furnishing labor and services with evidence that such persons and subcontractors have been paid in full.
- c. Invoices referencing the assigned purchase order number shall be sent to the following address:

Ames Public Library
515 Douglas Ave.
Ames, Iowa 50010

**IV
FINANCIAL ACCOUNTING AND ADMINISTRATION**

- a. All claims for payment shall be supported by properly executed payrolls, time records, invoices, contracts, vouchers, or other documentation evidencing in proper detail the nature and propriety of the charges. All checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to this Agreement shall be clearly identified as such and readily accessible for examination and audit by the City of Ames or its authorized representative.
- b. All records shall be maintained in accordance with procedures and requirements established by the City Finance Director, and the City Finance Director may, prior to any payment under this Agreement, conduct a pre-audit of record keeping and financial accounting procedures of the Contractor for the purpose of determining changes and modifications necessary with respect to accounting for charges made hereunder. All records and documents required by this Agreement shall be maintained for a period of three (3) years following final payment by the City.
- c. At such time and in such form as the City of Ames may require, there shall be furnished to the City of Ames such statements, records, reports, data, and information as the City of Ames may require with respect to the payments made or claimed under this Agreement.
- d. At any time during normal business hours, and as often as the City of Ames may deem necessary, there shall be made available to the City of Ames for examination all records with respect to all matters covered by this Agreement and Contractor will permit the City of Ames to audit, examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment, and other data relating to all matters covered by this Agreement.

V
INSURANCE

The contractor shall maintain insurance coverage in scope and amounts acceptable to the Risk Manager of the City of Ames.

Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City of Ames, its officials, employees, or volunteers.

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, cancelled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City of Ames.

Contractor shall furnish the City of Ames with certificates of insurance and with original endorsements effecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on standard insurance company forms or forms provided by the City of Ames and are to be received and approved by the City of Ames before work commences. The City of Ames reserves the right to require complete, certified copies of all required insurance policies, at any time.

Contractor shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

To the fullest extent permitted by law the Contractor shall indemnify and hold harmless the Library and the City, their agents, and employees from and against all claims, damages, losses, and expenses, including, but not limited to attorneys' fees arising out of or resulting from the performance of the work, provided that any such claim, damage, loss, or expense (1) is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the work itself) including the loss of use resulting therefrom; and (2) is caused in whole or in part by any negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or any one for whose acts, any of them may be liable.

In no case will the Contractor's coverage be constructed to provide coverage for acts of negligence alleged to be caused by the sole negligence of employees of the Library or the City of Ames.

VI
PROPRIETARY RIGHTS AND CONFIDENTIAL INFORMATION

Contractor agrees to hold in trust and confidence any confidential and/or proprietary information or data relating to Library and City of Ames business and shall not disseminate or disclose such confidential information to any individual or entity, except Contractor's employees or subcontractors performing services hereunder (who shall be under a duty of confidentiality), and any other individuals specifically permitted in each instance by the Library or the City of Ames.

VII
PRESENTATION OF THE DELIVERABLES

The Contractor will provide two visual presentations of the report to the administrative library staff and the Library Board of Trustees. For the purpose of these presentations, the Library will be provided with five (5) bound color copies of the report, one unbound copy for reproduction purposes, and a CD containing the contents of the report for reproduction purposes, for which Library and the City will be responsible.

VIII
OWNERSHIP OF THE DELIVERABLES

All feasibility study reports shall be the sole property of the Library and will be held in confidence by the Contractor.

**IX
TERMINATION**

The Library and the City of Ames may terminate this Agreement without penalty to the City of Ames at any time by giving written notice to the Provider at least fifteen (15) days before the effective date of such termination. In any case where the Contractor fails in whole or in part to substantially perform its obligations or has delivered nonconforming services, the City of Ames shall provide a Cure notice. If after notice the Contractor continues to be in default, the City of Ames may terminate this agreement immediately. The City of Ames shall only be obligated to compensate the Contractor for compliant services performed prior to notice of termination.

**X
INDEPENDENT CONTRACTOR STATUS**

Contractor agrees that the relationship between Provider and the City is that of an independent contractor for employment tax purposes. The Contractor shall be solely responsible for all taxes relating to payments under this agreement including those of employees.

**XI
SUBSEQUENT EMPLOYMENT OF HODGE GROUP EMPLOYEES AND/OR SUBCONTRACTORS**

The Library and the City of Ames agree that they will not hire, employ, contract or do business with any former employee of the Contractor, whether directly or indirectly or through another employer or any company or business entity of any type whatsoever for a period of one year from the termination of the employee from Contractor's employ, or one year from the termination of the contractual relationship between the City of Ames and the Contractor, whichever is later. The Library and/or the City of Ames may engage in such a relationship with a former employee of the Contractor if the Library or the City of Ames obtains the written consent of the Contractor and pays the Contractor a fee equal to the greater of \$25,000.00 or the gross revenue managed by the employee in the 12 months preceding the month of his or her termination from the Contractor's employ.

**XII
LAWS**

This contract is governed by the law of the State of Iowa with venue in Story County District Court.

**XIII
ASSIGNMENT**

This Agreement may not be assigned or transferred by the Contractor without the prior written consent of the City of Ames.

**XIV
AFFIRMATIVE ACTION**

Contractor shall place on file with the City of Ames a statement of nondiscrimination policy in the form of a completed *Assurance of Compliance with the City of Ames, Iowa, Affirmative Action Program* satisfactory to the Affirmative Action Officer of the City.

**XV
SMOKING ON LIBRARY/CITY PROPERTY**

Contractor and all subcontractors agree to abide by Iowa State Code regarding a prohibition on smoking on any property of the Library and the City of Ames.

**XVI
SEX OFFENDERS AGAINST MINORS**

The Contractor and all subcontractors will abide by the exclusion of any registered sex offender against a minor in its employ and all subcontractors and their employees, on the real property of the Library, in accordance with Iowa State law.

**XVII
DURATION**

This Agreement shall be in full force and effect upon execution of the agreement with all aspects completed by June 30, 2010, or extended as mutually agreed upon in writing as an agreement addendum, by both the Contractor and the Library in the event of unforeseen circumstances. The Library may call for interim reports as it deems appropriate.

IN WITNESS WHEREOF the parties hereto have, by their authorized representatives, set their hand and seal as of the date first above written.

CITY OF AMES, IOWA

By: _____
Ann H. Campbell, Mayor
City of Ames, Iowa

By: _____
Russell L. Hodge III, CFRE, Managing Partner
The Hodge Group

Attest by: _____
Diane R. Voss, City Clerk

Attest by: _____

By: _____
Richard C. Seagrave, President
Ames Public Library Board of Trustees

Attest by: _____

**CONTRACT FOR
PROFESSIONAL SERVICES FOR FEASIBILITY STUDY BETWEEN
AMES PUBLIC LIBRARY, A DEPARTMENT OF THE CITY OF AMES AND
THE HODGE GROUP**

THIS AGREEMENT, made and entered into effective the ____ day of _____, _____, by and between the Ames Public Library, an administrative agency of the City of Ames, Iowa, a municipal corporation organized and existing pursuant to the laws of the State of Iowa (hereinafter sometimes called the Library and the City) and The Hodge Group (hereinafter called the "Contractor").

WITNESSETH THAT:

WHEREAS, the City of Ames has determined that certain services to be provided to the Library and its citizens by the Contractor, such services and facilities being hereinafter described and set out, should be purchased in accordance with the terms of a written agreement as hereinafter set out;

NOW, THEREFORE, the parties hereto have agreed and do agree as follows:

**I
PURPOSE**

The purpose of this Agreement is to procure for the Library and the City certain services as hereinafter described and set out; to establish the methods, procedures, terms and conditions governing payment by the City of Ames for such services; and, to establish other duties, responsibilities, terms and conditions mutually undertaken and agreed to by the parties hereto in consideration of the services to be performed and monies paid.

**II
SCOPE OF SERVICES**

Contractor shall provide the services set out in the City of Ames, Iowa, Request for Proposals No. 2010-044 Scope of Work, Professional Services for a Fundraising Feasibility Study for the Ames Public Library attached hereto as Exhibit A and the Fundraising Feasibility Study Proposal, Project understanding (dated September 23, 2009 as submitted by the Contractor and attached hereto as Exhibit B.

The Library and the City, without invalidating the Agreement, may direct changes in the project within the general scope of the Agreement, with the authorized payment maximum being adjusted accordingly. Any change in the scope of service by the contractor shall be done by written agreement signed by both parties. The added cost or cost reduction to the Library and the City resulting from a change in the Agreement shall be determined by mutual acceptance of a lump sum properly itemized and supported by sufficient data to permit evaluation, or by unit prices stated in the Agreement or subsequently agreed upon.

It shall be the responsibility of the Contractor, before proceeding with any change in scope, to verify that the change has been properly authorized on behalf of the Library and the City. No additional charges or any other change in the Agreement will be allowed unless previously authorized in writing by the Library and the City, with the applicable compensation method and maximum authorized additional sum stated.

**III
METHOD OF PAYMENT**

- a. The City of Ames agrees to pay the Contractor monthly payments, itemized for work performed, to a total not to exceed \$62,500. The City of Ames shall reimburse the contractor for travel (itemized for airfare, ground transportation, lodging, and meals under City of Ames guidelines), itemized telephone long distance communications, and itemized printing costs for a total amount not to exceed \$5,500.
- b. Final payment will be made upon completion of the work and acceptance by the Library and the City. Before final payment will be made, the contractor must furnish a list of all persons and sub-contractors furnishing labor and services with evidence that such persons and subcontractors have been paid in full.
- c. Invoices referencing the assigned purchase order number shall be sent to the following address:

Ames Public Library
515 Douglas Ave.
Ames, Iowa 50010

**IV
FINANCIAL ACCOUNTING AND ADMINISTRATION**

- a. All claims for payment shall be supported by properly executed payrolls, time records, invoices, contracts, vouchers, or other documentation evidencing in proper detail the nature and propriety of the charges. All checks, payrolls, invoices, contracts, vouchers, orders, or other accounting documents pertaining in whole or in part to this Agreement shall be clearly identified as such and readily accessible for examination and audit by the City of Ames or its authorized representative.
- b. All records shall be maintained in accordance with procedures and requirements established by the City Finance Director, and the City Finance Director may, prior to any payment under this Agreement, conduct a pre-audit of record keeping and financial accounting procedures of the Contractor for the purpose of determining changes and modifications necessary with respect to accounting for charges made hereunder. All records and documents required by this Agreement shall be maintained for a period of three (3) years following final payment by the City.
- c. At such time and in such form as the City of Ames may require, there shall be furnished to the City of Ames such statements, records, reports, data, and information as the City of Ames may require with respect to the payments made or claimed under this Agreement.
- d. At any time during normal business hours, and as often as the City of Ames may deem necessary, there shall be made available to the City of Ames for examination all records with respect to all matters covered by this Agreement and Contractor will permit the City of Ames to audit, examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, conditions of employment, and other data relating to all matters covered by this Agreement.

**V
INSURANCE**

The contractor shall maintain insurance coverage in scope and amounts acceptable to the Risk Manager of the City of Ames.

Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City of Ames, its officials, employees, or volunteers.

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, cancelled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City of Ames.

Contractor shall furnish the City of Ames with certificates of insurance and with original endorsements effecting coverage required by this clause. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be on standard insurance company forms or forms provided by the City of Ames and are to be received and approved by the City of Ames before work commences. The City of Ames reserves the right to require complete, certified copies of all required insurance policies, at any time.

Contractor shall include all subcontractors as insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

To the fullest extent permitted by law the Contractor shall indemnify and hold harmless the Library and the City, their agents, and employees from and against all claims, damages, losses, and expenses, including, but not limited to attorneys' fees arising out of or resulting from the performance of the work, provided that any such claim, damage, loss, or expense (1) is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the work itself) including the loss of use resulting therefrom; and (2) is caused in whole or in part by any negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or any one for whose acts, any of them may be liable.

In no case will the Contractor's coverage be constructed to provide coverage for acts of negligence alleged to be caused by the sole negligence of employees of the Library or the City of Ames.

**VI
PROPRIETARY RIGHTS AND CONFIDENTIAL INFORMATION**

Contractor agrees to hold in trust and confidence any confidential and/or proprietary information or data relating to Library and City of Ames business and shall not disseminate or disclose such confidential information to any individual or entity, except Contractor's employees or subcontractors performing services hereunder (who shall be under a duty of confidentiality), and any other individuals specifically permitted in each instance by the Library or the City of Ames.

**VII
PRESENTATION OF THE DELIVERABLES**

The Contractor will provide two visual presentations of the report to the administrative library staff and the Library Board of Trustees. For the purpose of these presentations, the Library will be provided with five (5) bound color copies of the report, one unbound copy for reproduction purposes, and a CD containing the contents of the report for reproduction purposes, for which Library and the City will be responsible.

**VIII
OWNERSHIP OF THE DELIVERABLES**

All feasibility study reports shall be the sole property of the Library and will be held in confidence by the Contractor.

**IX
TERMINATION**

The Library and the City of Ames may terminate this Agreement without penalty to the City of Ames at any time by giving written notice to the Provider at least fifteen (15) days before the effective date of such termination. In any case where the Contractor fails in whole or in part to substantially perform its obligations or has delivered nonconforming services, the City of Ames shall provide a Cure notice. If after notice the Contractor continues to be in default, the City of Ames may terminate this agreement immediately. The City of Ames shall only be obligated to compensate the Contractor for compliant services performed prior to notice of termination.

**X
INDEPENDENT CONTRACTOR STATUS**

Contractor agrees that the relationship between Provider and the City is that of an independent contractor for employment tax purposes. The Contractor shall be solely responsible for all taxes relating to payments under this agreement including those of employees.

**XI
SUBSEQUENT EMPLOYMENT OF HODGE GROUP EMPLOYEES AND/OR SUBCONTRACTORS**

The Library and the City of Ames agree that they will not hire, employ, contract or do business with any former employee of the Contractor, whether directly or indirectly or through another employer or any company or business entity of any type whatsoever for a period of one year from the termination of the employee from Contractor's employ, or one year from the termination of the contractual relationship between the City of Ames and the Contractor, whichever is later. The Library and/or the City of Ames may engage in such a relationship with a former employee of the Contractor if the Library or the City of Ames obtains the written consent of the Contractor and pays the Contractor a fee equal to the greater of \$25,000.00 or the gross revenue managed by the employee in the 12 months preceding the month of his or her termination from the Contractor's employ.

**XII
LAWS**

This contract is governed by the law of the State of Iowa with venue in Story County District Court.

**XIII
ASSIGNMENT**

This Agreement may not be assigned or transferred by the Contractor without the prior written consent of the City of Ames.

**XIV
AFFIRMATIVE ACTION**

Contractor shall place on file with the City of Ames a statement of nondiscrimination policy in the form of a completed *Assurance of Compliance with the City of Ames, Iowa, Affirmative Action Program* satisfactory to the Affirmative Action Officer of the City.

**XV
SMOKING ON LIBRARY/CITY PROPERTY**

Contractor and all subcontractors agree to abide by Iowa State Code regarding a prohibition on smoking on any property of the Library and the City of Ames.

XVI
SEX OFFENDERS AGAINST MINORS

The Contractor and all subcontractors will abide by the exclusion of any registered sex offender against a minor in its employ and all subcontractors and their employees, on the real property of the Library, in accordance with Iowa State law.

XVII
DURATION

This Agreement shall be in full force and effect upon execution of the agreement with all aspects completed by June 30, 2010, or extended as mutually agreed upon in writing as an agreement addendum, by both the Contractor and the Library in the event of unforeseen circumstances. The Library may call for interim reports as it deems appropriate.

IN WITNESS WHEREOF the parties hereto have, by their authorized representatives, set their hand and seal as of the date first above written.

CITY OF AMES, IOWA

By: _____
Ann H. Campbell, Mayor
City of Ames, Iowa

By: _____
Russell L. Hodge III, CFRE, Managing Partner
The Hodge Group

Attest by: _____
Diane R. Voss, City Clerk

Attest by: _____

By: _____
Richard C. Seagrave, President
Ames Public Library Board of Trustees

Attest by: _____

EXHIBIT A

II. Scope of Work

Objectives

This capital project assumes a \$35-\$37 million library expansion project which will be funded, in order of anticipated fund-raising potential, by the following means:

- A referendum for general obligation bonds. The target date for this referendum is August 3, 2010. In Iowa, a 60% majority is required for a successful outcome.
- Private fund-raising within the greater Ames community.
- Grants from likely government and private foundation sources.

We seek an authoritative study, based on a proven methodology for fund-raising assessments that will provide a recommendation that specifies the potential outcome of a bond referendum and any private fund-raising potential. The report may specify how these two sources are dependent upon one another.

Timelines

Proposals released to perspective contractors: August 17, 2009

Proposals Due: September 23, 2009 (2:00 PM CDT)

Evaluation of Proposals: Week of September 28, 2009

Finalist Interviews: Week of October 5, 2009

Recommendation to the Ames Public Library Board: October 15, 2009

Approval by City Council (if necessary): October 27, 2009

Contract Agreement: November 19, 2009

Study commencement: December 1, 2009

Mid-Term Report: March 18, 2010

Final Submission to the Library Board: May 10, 2010

Bond Referendum: August 3, 2010

Minimum Quality Requirements

- Contractor and the principal dedicated to the project must have five years experience in development, including the conducting of feasibility studies of the scale stated in our goals
- Provide at least three references from feasibility study clients, preferably public libraries or similar non-profit/governmental agencies. References should be from projects of similar scale.
- Demonstrate that the firm is capable of employing generally accepted methodology for assessing feasibility of fund-raising from:
 - o Bond referenda
 - o Private fund-raising campaigns
- Provide examples of at least three projects that demonstrated accurate identification of the potential for community fund-raising which resulted in a successful outcome.

Task Requirements

Work on the project will commence as soon as possible after the award of contract.

- The contractor will make a good faith effort to complete preliminary off-site work of reviewing information and identifying and obtaining necessary information.
- The contractor will conduct on-site and off-site interviews and surveying as appropriate for the stated fund-raising objectives through public and private resources.
- Due to the proposed deadline for the bond referendum, the contractor shall provide a mid term report to the library board on the maximum amount that is feasible for a successful outcome of a bond referendum.
- At the beginning of the project, the contractor shall meet on-site with the library board and the library foundation board to recommend responsibilities of each board that shall be necessary for the study, and respond to any questions or concerns regarding the project.

Deliverables

The report will include a summary of the processes and findings of the study. Those findings shall make clear:

- Feasibility of a successful bond outcome for the stated goal. If the stated goal is determined by the contractor to be unreachable, the contractor shall state the potential limit of such a public referendum.
- Potential of private fund raising including the number and size of gift potential, either as a companion to the bond vote or as it would stand on its own.
- The potential for grant funding through known governmental or private foundation resources.
- The project leader or principal officer of the contracting firm shall make an on-site presentation of the final report to the library board at a date specified by the library board.

The contractor will provide the library's project representative with a draft edition of the report for review by the library board. The library board's comments on the draft report and communications relating to proposed alterations in text will be delivered via email attachments or as agreed by both parties. The library shall give the contractor reasonable time to make any adjustments to the report. The final report shall be in both print format and electronic media that can be used for reproduction by the library as needed for the library's future use.

The final report shall be the property of the Ames Public Library and the City of Ames.

EXHIBIT B

THE HODGE GROUP



setting the stage for giving

PART II: PROJECT UNDERSTANDING

Ames, IA has a unique opportunity in the rebirth of a major library that will meet the current and future needs of the community. The City is calling for a comprehensive funding study that will examine all funding sources and related financing options. The purpose of this study will be to make an informed strategic decision on both the availability of financial resources, the form those financial resources will take and best strategies to acquire said resources to meet this important, if not vital, community need. Accuracy of research and comprehensively looking at all private, public and alternate funding streams will be the hallmark of an outstanding fundraising feasibility study, and the benchmark of The Hodge Group's work. This body of work is accomplished only through an integrated approach of funding initiatives, using each initiative to bring vitality to the other. The most frequent mistake in this area of work is to view the public and private sectors as silos and not as key drivers of one another.

Respectfully, the preceding sections demonstrate a unique level of experience in successfully partnering public and private dollars to achieve monumental success in the field of library construction. This success has been achieved in multiple states with variable income streams and local; national and international architectural firms guiding the design process. Additionally, The Hodge Group has taken a unique approach to create income streams for parking garages, roof top venues, seeding foundations and creating endowments, all of which may not be included in this proposal and are a part of our approach and expertise.

The Hodge Group has projected a six-month timeline to complete the comprehensive fundraising feasibility study that includes delivering the mid-term report March 18, 2010 and final report submission to the Library Board on May 10, 2010. This is in compliance with the timeline as stated in the RFP. This includes a 20-day contingency, if needed. Please refer to Appendix A:5 for Feasibility Study Timeline.



The following proposal details how The Hodge Group will work with the City of Ames to conduct a fundraising feasibility study. The purpose of the study is to identify multiple funding streams to develop a 94,000 square foot facility. This new facility will allow the library to conform to contemporary ADA accessibility guidelines, create new workspace and provide adequate space for the book collection, meeting rooms and seating for study and computer access. In order to accomplish this, The Hodge Group recommends a six-step study process.

- | | |
|-----------|--|
| A. | Orientation |
| B. | Internal Review |
| C. | Feasibility Preparation |
| D. | Feasibility Interviews |
| E. | Governmental & Political
Research |
| F. | Recommendations |

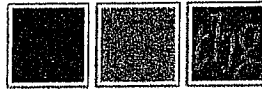
A. ORIENTATION

In order for The Hodge Group to conduct the study for the City of Ames, the associates involved will learn about the history of the Ames Public Library. This orientation will include a comprehensive overview of the City of Ames and the Ames Public Library to equip the firm with background information with which to carry out the study. In addition, the orientation will enable associates to speak knowledgeably about the Ames Public Library and its plans for the future.

B. INTERNAL REVIEW/ASSESSMENT

THG will first perform an internal review of all activities relating to fundraising, governmental financing and related operations for the Ames Public Library. This review will focus on volunteerism and donations, previous fundraising records, activities and planned giving history. In addition, THG would need to learn the history that has brought the board to its current position. This includes publicly recorded history, news articles, discussions with board members and staff

THE HODGE GROUP



setting the stage for giving

and review of any strategic plans. At this stage, the focus is on the foundation's capacities and governmental capacities separately in an effort to bridge the two for future success.

Second, The Hodge Group will examine the fundraising capacity of the Ames Public Library Foundation including the level of information management and current development staffing. From a management perspective, physical and administrative capabilities, database and donor management, gift acceptance and receipting policies, volunteer coordination and other implementation issues will be examined. The purpose of the internal review is to understand the Ames Public Library Foundation's present capacity in order to determine how resources should be best applied for maximum philanthropic outcome in the future.

C. STUDY PREPARATION

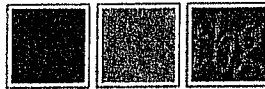
There are three primary steps involved in study preparation: Case Statement Development, Questionnaire Formulation and Survey Group Selection. Our study preparation is designed to prepare for work that is both philanthropic and governmental. During this process, the firm is examining the project as a whole, and identifying income sources within the total project.

Case Statement Development

The Hodge Group will work with the leadership of the key stakeholder groups, referred to herein as the Stakeholder Group for convenience, to prepare the case statement. They are:

- The Ames Public Library
- The Ames Public Library Foundation
- The City of Ames
- The Community of Ames, IA

Written from the stakeholders' viewpoint, the case statement will document the organization's need for funds. For study purposes, the case statement is designed to be brief, easy to read and persuasive - a carefully worded statement designed to spur input and open dialogue. In order to



do this a study committee may be developed. This committee may encompass staff, volunteers and members of the Stakeholder Group.

The study committee may be called upon to review and approve the case, which will require multiple drafts before it is finalized for use in the interview process. In addition, upon completion of the study and prior to use in any perspective campaign, The Hodge Group recommends that the case statement be amended to reflect the comments and input obtained during the interview process from the Stakeholders Group. In this manner, the case for support is formulated based on internal and external knowledge and perceptions. Through the study process, the case statement will become a document that is not only the Ames Public Library's case for support but also a community document and a plan for the future.

Questionnaire Formulation

After the case statement is developed, THG will collaborate with staff and possibly board members to develop an interview questionnaire. The questionnaire will be used to guide each interview. Although extemporaneous comments and conversations take place during the interviews, responses to the interview questions will be tracked and compiled, forming the statistical basis for the study recommendations. Specific questions of political inquiry are used in this process that have been proven to be of great assistance to the more detailed political analysis described later.

Obviously, many fundraising questions must be asked during each interview. However, the questionnaire will also be used to gain community insight and knowledge about the Ames Public Library from a perspective that is broader than funding availability. The joint development of the questionnaire by the board, staff, the Stakeholder Group and fundraising and political counsel is critical to the information-gathering process, as it allows for the process to be far more dynamic, thereby creating meaningful results.



Survey Group Selection

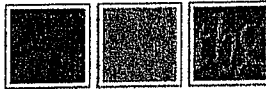
The Hodge Group will work closely with the staff and leadership of the Ames Public Library and the Ames Public Library Foundation to define the demographic groups to be surveyed and the number of people to interview from each group.

An estimated 45 - 55 interviews will provide an adequate representation to extrapolate the needed information for a successful study. The Hodge Group believes that the following groups should be considered for an interview:

- Prospective major donors
- Community leaders who will influence public policy and funding
- Local, state and federal governmental representatives
- Key Stakeholder Group
- Foundation representatives
- Ames Public Library members
- Key staff
- Others who may have an important contribution to the study outcome

D. STUDY INTERVIEWS

The interviews will be scheduled by representatives of the Ames Public Library at the convenience of each interviewee and will last approximately thirty to forty-five minutes. To be cost effective, a minimum of five interviews per day is recommended. The interviews are conducted one-on-one in an atmosphere of privacy. The interviewee will be presented with the case statement for review. Attitudes toward the City of Ames, the Ames Public Library, institutional priorities and funding will be determined. The Hodge Group does offer the option of scheduling interviews.



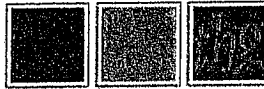
Immediately following each interview, The Hodge Group will prepare notes detailing interviewee responses. Comments, responses and suggestions regarding the Ames Public Library will be documented for use when compiling study data and preparing recommendations.

E. GOVERNMENT & POLITICAL RESEARCH

The Hodge Group and Burges & Burges believe clients must base their decisions about the size of a bond issue on key variables such as support for the vision, affordability for the public, ability to conduct a campaign and possibility of organized opposition. Ultimately, the positioning of the library and the public's view of the need, importance and cost of the project will determine the chances of success.

Burges & Burges would work with the local team to construct a survey instrument such as the one described earlier, evaluate the results and consider them in light of bond issue experience with the specific electorate and in relevant similar situations. The telephone survey would most likely be of 400-500 randomly selected voters, reflect those likely to vote in the projected election and distribute them by the likely turnout pattern. Statistically, 19 out of 20 times (95% confidence level) the results of a survey of this sample size would be within 4-5% of the results if the entire target population was surveyed.

Working closely with the client, the entire turnaround time for a survey such as this is approximately six to eight weeks from inception to final report, so we foresee no difficulty in meeting the timeline.



One of Burges & Burges' major strengths is research design and execution. Our approach to determining the chances for success will be research based:

- Burges & Burges would add three to four questions with respect to a bond issue to the individual depth (study) interviews with community leaders in the feasibility study, and supplement those as needed as specifically referenced on page 14. These questions will help understand how leadership views the library, this particular project, the situation and chances of success and the degree to which leaders will use their political influence and financial capital to help. As in the rest of the feasibility study, an objective one-on-one approach yields the best data. These interviews work better than focus groups for the purpose of assessing the readiness, scope and timing of this particular ballot issue.
- A content analysis of communications from and about the library and other libraries in the media market would be conducted to learn the key messages being transmitted to the public and how that may shape attitudes toward a potential bond issue.
- Burges & Burges would review and analyze tax issue and other election results, as well as seek local expert commentary on the results, to determine unique historical and situational factors that could enter into a decision to place an issue on the ballot.
- Best practices in issue campaigns would be constantly reviewed, because the economy and local tax burden in communities mean the project will need to always be “better than ever.”
- Most important, a comprehensive voter attitude survey modeled to reflect the views of the likely turnout patterns would be conducted. This telephone survey is approximately 12 minutes. The sample size would likely be 400 and would measure:
 - Attitudes about the current situation, the library and the project
 - The current economy, other community factors and their impact on the priority and affordability of the issue
 - Reactions to key themes, both positive points and possible points of contention
 - Key factors such as the public's perception of the need for the bond issue,



importance and performance of the library and cost of the issue in the current community and economic context

- Support for a ballot issue at least twice in the survey, so multi-variate analysis can be performed that informs us why people support the library, do not support it, are undecided and if it is possible to be positively persuaded and converted into votes for the bond issue. This analysis goes well beyond the scope of the RFP.

Burges & Burges works with a few excellent survey research firms, one of which (TRIAD Research Group) is involved daily and has an extraordinary level of library expertise, but qualified local professionals are an option as well. The reason the firm engages quantitative research partners is that Burges & Burges does not simply want to build a decision, project, campaign and budget for a client around “our own” research; an objective, experienced, substantively-expert third party brings a lot to the table. All survey work is included in the price quote.

F. FINDINGS & RECOMMENDATIONS

When completed, the study will be divided into two sections: Findings and Recommendations.

Findings

At the conclusion of the interview process, a comprehensive review of all data will be undertaken. This review will examine subjective responses, as well as statistical conclusions drawn from the multi-faceted research that was conducted.

The findings will be compiled into a document that will have an in-depth review of the following issues:

- What is a realistic philanthropic fundraising goal?
- What degree of financial and volunteer support exists?
- Is the Ames Public Library prepared and effectively positioned to conduct a philanthropic campaign?

THE HODGE GROUP



setting the stage for giving

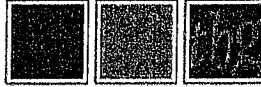
- What are the principal sources of funding, i.e.. capital, endowment, scholarships, programmatic etc.?
- Who are the key donor prospects?
- Is the board committed and willing to invest the time required for campaign success?
- Is strong campaign leadership available?
- What is an appropriate timeframe for the campaign?
- How is the Ames Public Library perceived in the community?
- What type of fundraising and cultivation activities should be implemented?
- What new sources of funds have been identified that have not been thought of?
- What is the availability of state and federal funding?
- Is a successful bond outcome feasible?
- What is the potential for grant funding through known governmental or private foundations?
- What are the detailed recommendations about the amount, type, timing, themes and campaign for a bond referendum that best meet the community's needs?
- How do the multiple funding streams affect each other?

Recommendations / Deliverables

While an important component of the study process is the findings, the recommendations that are developed based on the findings are what move an organization forward. The Hodge Group will include goals and action steps based on the information drawn from the study. Some items included in the recommendation section are:

- Appropriate overall philanthropic campaign goal, including potential number and size of gifts
- Prioritizing core strategies, goals and objectives
- Recommended action steps
- Timeline for implementation
- Cultivation strategies
- Campaign/development plan

THE HODGE GROUP



setting the stage for giving

- Governmental initiatives
- Potential of grant funding, both private and public sector
- Feasibility of a successful bond referendum and amount
- Appropriate project structure
- Communication strategies

The team will make two or three on-site presentations of the final report to the library board and to the Stakeholder Group following the conclusion of the study, exceeding the minimum requirements of the RFP.