

AGREEMENT ESTABLISHING THE
_____Fund
AT LA CROSSE AREA COMMUNITY FOUNDATION

This agreement is made by and between _____ (herein after referred to as the “Project”) and the La Crosse Area Community Foundation (herein after referred to as the “Foundation”), a charitable organization described in section 501(c)(3) of the Internal Revenue Code, operating in La Crosse, Wisconsin, bearing Federal Tax I.D. #39-1649957.

The _____ will soon direct to the Foundation irrevocable gifts from community donors. It is the project’s request these gifts to the Fund hereafter described, be used to establish and maintain a temporary **SPECIAL PROJECT** fund (the “Fund”) of the Foundation that shall be held and administered as follows:

1. **NAME OF FUND.** This charitable fund shall be known as the _____ (herein referred to as the ‘Fund’) and shall be identified as such during its administration and distributions.
2. **PURPOSE.** The Fund’s *initial* restricted purpose is to accept charitable contributions from individuals and/or businesses _____
3. **CONTACTS.** The current primary representatives for the Fund are indicated below. The Foundation will be notified in writing of any change in authorized fund representatives.

Contact 1

Contact 2

Name:
Title:
Phone:
Email:

4. **OWNERSHIP.** The Fund will be a component fund of the Foundation may be commingled with other assets of the Foundation. The receipts and disbursements of the Fund shall be accounted for separately and apart from those of other gifts of the Foundation. The Foundation shall meet all reporting requirements to the IRS and any other state or federal agency on the activity in the Fund.
5. **INVESTMENT.** The fund will be invested in the Foundation’s **cash equivalent**. Fund representatives may request the fund be moved to a different investment pool.
6. **DURATION.** The Fund shall be in place from the date of this signed agreement until the project described in section 2 is complete, which is estimated to be _____. If for any reason the project as defined in Section 2 above cannot be completed, then assets in the fund will be made _____
 - a. Goal is to raise \$XXXXXX by date
7. **COST.** The project understands there will be a fee for administration of the Fund. The fee will be 3% of all deposits. There will be no initial set-up fee.
 - a. Any direct costs associated with administration of the fund (i.e. printing for special mailing, postage, credit card fees, etc.) shall be charged directly to the Fund.

- b. Additional fees may apply for unexpected expenses or administrative time incurred on behalf of the project.
- c. The Foundation reserves the right to renegotiate the administrative fee at any time.

8. BENEFITS & SERVICES. The Foundation's administration fee includes the following benefits & services:

| Type | Service |
|------------------------------------|--|
| Governance & Leadership | <ul style="list-style-type: none"> • Fiduciary oversight from the Foundation's staff CPA along with its Board of Directors • Increased credibility from the Foundation's endorsement • Access to the Foundation's expertise, knowledge, and connections regarding the philanthropic landscape in the La Crosse area |
| Counsel & Support | <ul style="list-style-type: none"> • Guidance on fundraising and marketing plans • Connections to other possible donors/supporters • Fielding questions from the public and donors • Maintaining donor records • Special donor reports as requested |
| Financial & Accounting | <ul style="list-style-type: none"> • Access to the 501(c)3 charitable status of the Foundation • Creation of a named component fund for separate accounting of all related activities, including deposits and distributions • Oversight of the fund's assets • Accept and process all charitable gifts, including online gifts and more complex gifts like appreciated securities • Gift acknowledgement in a manner appropriate for tax purposes • 24/7 online access to fund accounting records • Special financial reports as needed • Independently audited annual financial statements, as required • Preparation of tax returns as a component fund of the Foundation |
| What is NOT provided | <ul style="list-style-type: none"> • Fundraising assistance, other than connection to other Rotary related grant opportunities • Operating financial support |

9. DISTRIBUTIONS. The named authorized representatives for the Fund may recommend/request distributions from the Fund for the charitable use as described in section 2 above, understanding:

- a. All distributions will require expenditure responsibility, meaning distributions will only be made to the _____ after invoices or other documentation related to the project is presented.
- b. Distributions may never exceed the total value of the assets in the Fund.
- c. Project representatives and related third parties cannot and do not expect to receive personal benefit for any distribution from the Fund. The Foundation may not accept gifts to the Fund from private companies whose owners/family members are involved in the project due to excess benefits concerns.

10. GOVERNANCE/ADMINISTRATION - In connection with the establishment of the Fund, we hereby acknowledge and represent that:

- a. Notwithstanding anything herein to the contrary, the Foundation shall hold the Fund, and all contributions to the Fund, subject to the provisions of any applicable laws and the Foundation's Articles

of Incorporation and Bylaws. The Board shall monitor the distributions of the Fund to ensure it is used exclusively for the charitable purposes as outlined in this agreement.

- b. Additional gifts to the fund are welcome at any time. All gifts are subject to the Foundation's Gift Acceptance Policy as in effect from time to time.
- c. All assets of the Fund shall be assets of the Foundation. The Foundation has exclusive legal control over the assets of the Fund for use only as described in this agreement.
- d. In accordance with IRS regulations, and the Bylaws of the Foundation, the Foundation's Board of Directors has variance power and duty to modify and vary any donor direction, restriction, condition, or limitation set for the Fund's purpose in the event the purpose becomes unnecessary, incapable of fulfillment or inconsistent with the charitable needs of the community or area served by the Foundation. Variance power ensures that the fund will never become obsolete. The exercise of such power is extremely rare, and will never be done without first consulting fund representatives.
- e. This Agreement constitutes the entire Agreement with respect to the subject matter thereof and supersedes and revokes all prior Agreements between the parties. This Agreement may be modified or amended only in writing signed by both parties.
- f. This Agreement shall inure to the benefit of, and be binding upon, the parties hereto and their heirs, legal representatives, successors, and assigns. This agreement may not be amended or reassigned by either party without the prior written consent of the other party.
- g. The persons signing this Agreement hereby warrants that he/she has the legal authority to execute this Agreement on behalf of his or her respective party, and that such binding authority has been granted by proper order, resolution, ordinance, or other authorization of the entity.
- h. This agreement may be executed in any number of counterparts with the same effect as if all signatories (i.e. representatives of the named beneficiary) had signed the same document. All counterparts must be construed together to constitute one and the same instrument. This agreement may be transmitted and signed by facsimile or portable document format (PDF). The effectiveness of any such documents and signatures shall, subject to applicable law, have the same force and effect as manually signed originals and shall be binding on all related parties as indicated in this agreement.

The undersigned have caused this agreement to be executed as set forth above. This document will constitute our agreement concerning the _____ Fund at La Crosse Community Foundation.

BY: _____ Date: _____
Signature (Authorized Representative) Print Name, Title

The La Crosse Community Foundation hereby accepts the forgoing agreement and agrees to hold, administer and distribute the Fund upon the terms and conditions herein contained. Thank you for a gift that will impact generations to come ***For Good. Forever.***

By: _____ Date: _____
Richard Kyte, Board Chair

Date: _____

La Crosse Public Library

Naming Opportunities Policy

PURPOSE

The La Crosse Public Library Board of Trustees (the “board”) welcomes mission-compatible financial support from the community when it is within the best interests of the library.

The board considers the granting of Naming Opportunities the highest distinctions it can bestow. While all donors to the _____ Capital Campaign will be recognized via a donor tier structure yet to be determined, this policy applies specifically to Naming Opportunities in connection with La Crosse Public Library’s Capital Campaign. This policy establishes a procedure in which donors shall be recognized for donations that are eligible for Naming Opportunities within the Capital Campaign (see Attachment A: Menu of Naming Opportunities).

Please see the library’s Gifts and Donations Policy, or contact the Friends of La Crosse Public Library, for other methods of supporting the library’s ongoing programs and services.

DEFINITIONS

- 1. Naming Opportunities – name of room, area, collection, space, equipment, artwork, technology or other interior or exterior space in honor or memory of living or deceased individual, corporation, foundation, or organization as grateful recognition of the donor’s gift.
- 2. Gift – a voluntary and irrevocable pledge paid to the library in the form of a one-time contribution, or in multiple contributions over a period of several years. In kind gifts may be accepted should those gifts be convertible to cash or have a value to the campaign.

POLICY

1. The Board has the sole and absolute discretion regarding Naming Opportunities.
2. Naming Opportunities will be memorialized in a Naming Recognition Agreement which will grant Donor specified Naming Opportunities to a particular space (“Named Space”), subject to

acceptance of the Donor's gift and approval of such naming by the Board and consistent with this Policy.

3. In no event will the Donor be provided with any decision-making power over the library on operational or capital decisions, or in any other library process or activity. The Board reserves the right to refuse gifts that are not consistent with the Capital Campaign.

4. Gifts are being made to the library with the understanding that it is to be used for the ____ capital campaign. Should the project not proceed, be terminated, or city funds no longer be available, the funds will be redirected toward an endowment that supports library activities.

5. Gifts will be used to enhance, not replace, the City of La Crosse's existing project funding or future operational support.

6. If the entire Gift amount is not received by the library as agreed upon, the Board may, in its sole discretion, remove the Donor's recognition of the Named Space and offer the Donor an alternate recognition opportunity appropriate to the total amount of the Donor's Gift.

7. Holding of funds

a. Gifts to the capital campaign will be held by the library and will be segregated from other Library or Friends assets.

b. These funds will be overseen by the La Crosse Community Foundation and distributed in agreement with the City and the Library Board for the purposes agreed upon.

8. Acknowledgement

a. Naming Opportunities for a room, area, space, or furnishing, shall not extend beyond its normal, useful life.

b. The Board reserves the right to choose the wording, size, location, and style of recognition. Visual recognition of a Named Space will adhere to library brand standards, including exterior and interior signage, logos, letterhead, and all other representations of the library's identity.

9. Modification

a. The library may make changes to signage to maintain and update facilities but will make efforts to ensure that the signage still reflects the appropriate recognition for the donor.

b. If during the useful life of the Named Space, the space is closed, deconstructed, destroyed, severely damaged, significantly renovated, upgraded, modified, or replaced, then the Naming Opportunities shall cease. The donor, if available, and in consultation

with the library, will have the right to have another space named for the duration of the Naming Recognition Agreement.

c. Donors who request changes to their recognition signage will be considered by the Board. Changes that require additional expense will be done at the donor's expense.

10. Termination of Naming. The Board reserves the right to alter or terminate a Naming Recognition Agreement in the following cases:

a. In the event of the default in payment of the gift, or

b. In the unusual circumstance that the Board determines in its reasonable and good faith opinion that circumstances have changed such that accepting the gift, or the Naming chosen by the Donor would adversely affect the reputation, image, mission or integrity of the Library or the City of La Crosse should there be continued association with the Donor and the continued Naming.

c. Should the Naming Recognition Agreement be terminated, the Board, the library and the City of La Crosse shall have no further obligation or liability to the Donor and shall not be required to return any portion of the gift that has already been paid. The Board may choose an alternative recognition for the portion of the gift that has been received at its sole discretion.

Procedure

a. Naming Opportunities must be approved by the Board in accordance with the Naming Recognition Agreement.

i. The Library will verify that all donors are in good standing in accordance with this policy.

ii. Upon verification, the Library Director will provide a written summary of the Naming Opportunities that are recommended for approval including the name of the donor, their donor tier, and how they would like to be publicly acknowledged.

iii. Upon approval by the Board, a Naming Recognition Agreement shall be finalized and signed by the Library Director and a donor representative.

i. The Library will verify that these donors are in good standing in accordance with this policy.

ii. Upon verification, the Library Director is authorized to execute and finalize the Naming Recognition Agreement with the donor representative.



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April 28, 2025

Ms. Shanneon Grant, Library Director
La Crosse Public Library
800 Main Street, La Crosse, WI 54601
sgrant@lacrosselibrary.org
(608) 789-7123

Re: Proposal for La Crosse Public Library Flexible Facilities Program (FFP) Administration Services

Dear Ms. Grant,

Congratulations to the La Crosse Public Library on receiving the Flexible Facilities Program (FFP) award for the renovation of your Public Library! This is a significant achievement and a testament to your community's dedication to enhancing public resources and services.

At MSA Professional Services, we pride ourselves on being industry leaders in administering funding programs. Our extensive experience and proven track record in grant administration make us uniquely qualified to support communities like yours in managing and maximizing the benefits of such awards.

We have a dedicated team of professionals who specialize in providing comprehensive Grant Administration services for the FFP Program. Our team is equipped with the expertise and resources necessary to ensure that your project is managed efficiently and in compliance with all program requirements.

Thank you for reaching out to us and expressing interest in our services. We are interested in continuing communication regarding the administration of the La Crosse Public Library's FFP award. Enclosed with this letter, you will find a detailed proposal that includes information about MSA, a breakdown of our fees, and a comprehensive scope of work. We believe that our services will allow your project to be implemented with the peace of mind that the FFP grant requirements are met.

We look forward to the opportunity to work with you, Dawn (Interim Library Director), and the incoming Library Director, on this exciting project. Should you have any questions or require further information, please do not hesitate to contact myself via phone – 920-592-9630 – or by email – bandrews@msa-ps.com. Please know, we are here to assist you every step of the way!

Sincerely,

MSA Professional Services, Inc.

A handwritten signature in dark ink that reads "Benjamin Andrews". The signature is written in a cursive, flowing style.

Benjamin Andrews, Community Development Administrator

FIRM INFORMATION

WHO WE ARE

MSA Professional Services, Inc. (MSA) specializes in the sustainable development of communities. We achieve this by building honest, open relationships that go beyond the project to become a trusted source of expertise and support for immediate challenges and long-term goals. Big or small, we do whatever it takes to meet each need, working to make communities stronger in the process. **It's more than a project. It's a commitment.**

HISTORY

MSA's roots reach back to the 1930s. Once a rural land survey company, our firm now consists of approximately 380 engineers, architects, planners, funding experts, surveyors, GIS experts and environmental scientists. MSA excels at helping clients identify grant and funding sources and then delivering high-quality, cost-effective solutions.

OWNERSHIP

Our professionals think like owners because they are owners. When you partner with MSA, your team will be comprised of individuals who are invested in your success and committed to a high standard of performance. We're proud to be 100% employee owned.

TEAM

Our 380+ planners, landscape architects, engineers, architects, surveyors, funding specialists, and environmental professionals are dedicated to your success. While you know the faces behind your projects, we are a team that works as one to support our clients. When you work with MSA, you're not just working with individuals—you're working with all of us.

RECOGNITION

Since 2010, we've been recognized throughout the Midwest with more than 63 industry awards. And, we're just getting started. When you partner with MSA you know you're in good hands.

POSITIVE IMPACT

Finding funding for projects is what we do. We know projects and plans are no good to you if they don't work toward implementation. We get creative. And, it's led to securing over \$500 Million in grants and low-interest loans to offset costs for our partner communities.

CLIENT EXPERIENCE

The pillar of our success is seeing our clients succeed. The graphic on the right shows the percentage of clients who say MSA met or exceeded their expectations based on the following categories.



63

INDUSTRY AWARDS
EARNED SINCE 2010

380+
TEAM MEMBERS



17 OFFICE
LOCATIONS

WE'RE PROUD TO BE 100%
EMPLOYEE-OWNED

\$500+ MILLION
GRANTS & LOW-INTEREST LOANS
We've helped our clients secure
to help offset the cost of
infrastructure projects



ENABLING PEOPLE TO
POSITIVELY IMPACT THE LIVES
OF OTHERS SINCE 1962

FFP ADMINISTRATION - FEE BREAKDOWN



Project Name: Independence Flexible Facilities Program (FFP) Administration
(Includes Environmental Compliance & Labor Standards Compliance)

The schedule to perform the work is: Approximate Start Date: 05/13/2025
Approximate Completion Date: 10/31/2026

The lump sum fee for the FFP Administration work is: \$13,000
The estimated fee for the Environmental Compliance work is: \$1,000
The estimated fee for the Labor Standards Compliance work is: \$5,000

Payment for these services will be on a lump sum plus reimbursable basis. A list of reimbursable expenses is on the Rate Schedule below.

RATE SCHEDULE

| <u>CLASSIFICATION</u> | <u>LABOR RATE</u> |
|--|--------------------------|
| Administrative..... | \$ 75 – \$150/hr. |
| Community Development Specialists | \$135 – \$185/hr. |
| Digital Design | \$175 – \$195/hr. |
| Environmental Scientists/Hydrogeologists | \$105 – \$185/hr. |
| Geographic Information Systems (GIS)..... | \$ 95 – \$185/hr. |
| Housing Administration..... | \$ 95 – \$170/hr. |
| HR..... | \$ 135 - \$150/hr. |
| Inspectors/Zoning Administrators | \$105 – \$130/hr. |
| IT Support | \$175 – \$195/hr. |
| Land Surveying | \$ 75 – \$185/hr. |
| Landscape Designers & Architects..... | \$ 75 – \$215/hr. |
| Planners | \$ 75 – \$205/hr. |
| Principals..... | \$210 – \$315/hr. |
| Professional Engineers/Designers of Engineering Systems..... | \$150 – \$200/hr. |
| Project Managers | \$150 – \$230/hr. |
| Real Estate Professionals | \$135 – \$165/hr. |
| Staff Engineers..... | \$ 75 – \$145/hr. |
| Technicians | \$ 95 – \$150/hr. |
| Wastewater Treatment Plant Operator | \$ 90 – \$115/hr. |

REIMBURSABLE EXPENSES

| | |
|--|--|
| Copies/Prints..... | Rate based on volume |
| Specs/Reports | \$10 |
| Copies..... | \$0.14/page |
| Plots..... | \$0.01/sq.in. |
| Flash Drive..... | \$10 |
| GPS Equipment | \$20/hour - \$10.75/hour for DOT |
| GPS R2 Equipment | \$20/hour - \$2/hour for DOT |
| Dini Laser Level | \$85/per day |
| Mailing/UPS | At cost |
| Mileage – Reimbursement | IRS Rate – IRS Rate + \$5/day |
| Mileage – MSA Vehicle..... | \$0.70 mile standard/ \$0.69 mile for DOT |
| Nuclear Density Testing..... | \$30/day |
| Organic Vapor Field Meter | \$100/day |
| PC/CADD Machine..... | Included in labor rates |
| Robotic Survey Equipment..... | \$20/hour - \$10/hour for DOT |
| Stakes/Lath/Rods | At cost |
| Travel Expenses, Lodging, & Meals | At cost |
| Traffic Counting Equipment & Data Processing | At cost |
| Geodimeter | \$30/hour |
| Drone Flight..... | \$375/flight - \$360/flight for DOT |

Labor rates represent an average or range for a particular job classification.

Flexible Facilities Program (FFP) Administration

Working in conjunction with the La Crosse Public Library (OWNER), MSA agrees to provide services for FFP Administration as hereinafter stated. The liability related to the application, administration and/or other assistance provided is limited to the stated fee for said assistance. MSA is committed to high quality service and performance of the scope herein and is not responsible for the actions of others including but not limited to the agencies associated with these funding sources and oversight.

Section 1: FFP Administration

MSA proposes to provide administrative assistance services to the OWNER in accordance with the Wisconsin Department of Administration's (DOA) current FFP Application and Administration guidance. Administrative Services are outlined as follows:

1. Project Administration and Management
 - a. ~~Project Administrator Training – MSA will attend all required FFP implementation training sessions, including the initial webinar on December 12, 2024.~~
 - b. Coordination with DEHCR – MSA will maintain regular communication with the assigned DOA project representative on the OWNER's behalf to ensure compliance with all program requirements and successful project execution.
 - c. Recordkeeping – MSA will establish and maintain FFP Administration Files on behalf of the OWNER.
2. Procurement and Contracting
 - a. Procurement Policy Compliance – Advise the OWNER on adhering to federal, state, and local procurement policies as outlined in 2 CFR §200.317-327 and Wisconsin State Statutes.
 - b. Contractor Selection – Assist the OWNER and/or OWNER's engineering/architecture firms with conducting competitive bidding processes and ensure all contractors and subcontractors comply with fair labor practices and other relevant regulations.
 - c. Documentation – Assist the OWNER with submitting the OWNER's procurement policy to DEHCR for review and approval prior to fund disbursement.
3. Financial Management
 - a. Financial Reporting – Assist the OWNER with maintaining accurate financial records and submitting quarterly and annual reports as required by DOA on behalf of OWNER.
 - b. Program Income Management – Assist the OWNER with tracking and reporting all of OWNER's program income, ensuring it is reinvested in the facilities and materials funded by the FFP grant.
 - c. Bank Account Management – The OWNER is responsible for establishing a non-interest-bearing account for deposit of FFP funds assist and will provide necessary bank verification documentation to MSA and/or DOA.
4. Reporting and Documentation
 - a. Pre-Agreement Documentation – Assist the OWNER with the submission of all required pre-agreement documents to DOA within 45 days of the award letter, including the Acceptance of Award, procurement policy, executed contracts report, and other specified forms.

- b. Project Timeline: Assist the OWNER with the development and submission of a project timeline to DOA, ensuring construction starts by July 1, 2025, and ends by September 30, 2026.
 - c. Scope of Work and Deliverables – Assist the OWNER with providing a detailed, itemized list of construction activities and project deliverables to DOA based on the FFP Grant Application.
5. Risk Management
- a. Risk Assessment – Assist the OWNER with providing financial or other documentation upon request for risk assessment purposes to DOA.
 - b. Compliance Monitoring – Assist the OWNER by regularly reviewing project activities to ensure adherence to all federal, state, and local regulations.
6. Project Closeout
- a. Final Reporting – Assist the OWNER with the submission of the project's Project Completion Report and Final FFP Payment Request to DOA by October 31, 2026.
 - b. Sustainability Plan – The OWNER is responsible for ensuring the program services specified in the FFP Grant Application are sustained for five years following project completion.

Section 2: Environmental Compliance

- ~~1. Environmental Review – Assist the OWNER with the completion of the project's Environmental Review Record and further assist the OWNER with obtaining the project's Environmental Certification letter from DOA before starting construction or acquiring property.~~
- ~~2. Ongoing Monitoring – Assist the OWNER with continuous compliance of applicable FFP environmental requirements throughout the project duration.~~

Section 3: Labor Standards Compliance

- 1. Fair Labor Practices – Assist the OWNER with ensuring all contractors and subcontractors adhere to the Contract Work Hours and Safety Standards Act (CWHSSA) and Fair Labor Standards Act (FLSA).
- 2. Payroll Monitoring – Assist the OWNER by reviewing payroll records to confirm compliance with wage rates and address any noncompliance issues and assist owner with resolving labor standard compliance issues.

Historical Performance of Special Trustees Fund 1985-2025

| | |
|---|-------------------|
| Beginning principal as of 12.31.1985 | \$ 126,676.88 |
| Additional bequests post 1985 | \$ 917,543.12 |
| TOTAL BEQUESTS | \$ 1,044,220.00 |
| | |
| TOTAL BOARD EXPENDITURES | \$ (1,837,816.00) |
| | |
| FUND BALANCE end of Q1 2025 as of 3.31.2025 | \$ 1,049,921.40 |
| | |

**Board has spent nearly 2x total amount invested over 40 years, current balance still more than 1 million*

Why Invest in 1st Floor Restroom Project?

- *Project meets Special Trustees Fund intended purpose: enhanced spaces and capital expenditure
- *Modern improvement of public spaces
- *Benefits both patrons and staff
- *Restrooms will need to be closed during phase 1 regardless, inconvenient to close again in future phase
- *More accessibility, ADA compliance
- *New entrance configuration improves security
- *Expands 1st floor restroom space by 150 sq ft
- *Restrooms gain: 2 more toilet stalls, 2 more sinks, 1 more urinal, changing tables in both restrooms
- * Demonstrates good use of Special Trustees Fund to donors and City leaders