



## LETTER OF AGREEMENT

October 21, 2019

Michael J. Benard  
Cosley Foundation, Inc.  
1356 North Gary Avenue  
Wheaton, IL 60187  
Registration: 01017067

Dear Mike,

This LETTER OF AGREEMENT outlines how **Relevant Strategies & Solutions (RS&S)** will support the **Cosley Foundation (Foundation)** with capital campaign implementation counsel and staffing.

Our work will serve to support the Foundation in its mission of helping the Cosley Zoo achieve its mission to create connections between people and animals that will inspire lifelong conservation of the natural world.

This contract will commence on January 1, 2020 or upon approval by the State of Illinois, whichever is later, and will terminate on June 30, 2020.

### Scope of Work

Building upon RS&S' relationship and knowledge of Cosley Zoo, RS&S will provide the following services to position Cosley Zoo for the successful implementation of its capital campaign – campaign counsel and interim staffing.

RS&S will continue to provide a team approach to this work to supplement the Zoo and Park District staff and volunteer resources. I will provide the campaign counsel and be supported by Cathy Mousseau, who will serve as campaign manager/fundraiser in an interim staffing role.

#### ***Campaign Counsel Services***

I will continue to serve as campaign counsel, leading the development of campaign strategy and facilitating key meetings with the Campaign Committee. I will make bi-monthly trips to Cosley Zoo (two days/one night) in fulfilling this role.

My specific responsibilities will include:

- Advise on all aspects of the capital campaign.
- Develop a detailed monthly campaign action plan and develop overall campaign strategy.
- Work with staff to identify and recruit volunteer leaders for the Campaign Committee. Facilitate monthly Campaign Committee meetings.



- Facilitate regular prospect review and the development and management of strategies for identifying, cultivating and soliciting key prospects.
- Design strategies to secure leadership gifts with priority prospects and provide coaching to staff and volunteers.
- Work with leadership to identify new campaign prospects and pair them up with an assigned cultivator/solicitor.
- Outline the campaign budget.
- Update the campaign case for support, develop appropriate naming opportunities and orchestrate the development of campaign materials, as needed.

#### ***Campaign Interim Staffing Services***

RS&S Associate, Cathy Mousseau, will continue to serve as the campaign manager/fundraiser for the campaign. She will be the on-site interim staff person to manage the day-to-day fundraising and campaign management tasks. Cathy will work 30-hours a week from January 1, 2020 through the end of the contract period. In this capacity, RS&S will address the following tasks on-site:

- Implement capital campaign strategies to secure capital campaign gifts from individuals, corporations and foundations.
- Proactively develop and lead the strategic process for the identification, cultivation, solicitation and securing of major gift contributions.
- Provide key support to the Campaign Committee. Handle all details of Campaign Committee meetings. Take minutes at meetings; prepare them for distribution.
- Lead campaign prospect management, conduct prospect research, track prospect outreach/progress and ensure stewardship and acknowledgement in the donor database.
- Design and implement a series of campaign cultivation activities including events and communications with top prospects.
- Manage volunteer and staff involvement in the campaign, including preparing them to be effective cultivators and solicitors. Prepare briefings and follow-up materials for solicitors.
- Oversee the development and production of campaign materials.
- Oversee the campaign budget and resources.
- Monitor and coordinate schedules for staff and volunteers as relates to meeting and communicating with prospects.
- Oversee the computer database of prospect information and gift processing and recording. Support a filing system of prospect information, materials and correspondence.



- Share a monthly Board update to report on campaign progress and provide ongoing solicitor training.
- Calculate and produce regular campaign status reports.

## Staffing & Fees

Rick Biddle will serve as the Managing Director-in-Charge on this assignment, providing oversight and strategic input to the project team, as necessary. I will serve as Campaign Counsel, providing a total of 9 consulting days (1.5 days/month - combination of on- and off-site) over the six months of the contract. The Campaign Manager, Cathy Mousseau, will provide a total of 90 consulting days (30 hours per week - 15 days/month on-site) over the six months of the contract.

You will be invoiced \$10,950 on the 15<sup>th</sup> of each month from January through June 30, 2020.

This does not include out-of-pocket reimbursable expenses. Any out-of-pocket reimbursable expenses incurred for travel (coach airfare, transportation, parking, hotel and per diem) and mileage for fundraising meetings/donor visits will be invoiced at cost times a 1.1 administrative multiple. The reimbursable travel expenses for each trip to Wheaton for me will not exceed \$1,000 based on the following limits: airfare (\$550); hotel (\$200); car rental (\$100); parking (\$50) and per diem (\$75).

Should the Foundation pay RS&S via an ACH transfer, RS&S will contribute 1.5% of our total fixed fee (\$986) to Cosley Zoo's conservation programs upon completion of this contract.

All invoices are due upon receipt. Any balances outstanding after 30 days will be assessed a late fee of 1% per month. You agree to pay all approved invoices submitted by us according to the terms specified above. Unless otherwise requested, all invoices will be sent to the email address provided below.

Any changes or additions to this Letter of Agreement will be submitted in writing and must be approved by both parties prior to execution. Either party may terminate this agreement at any time with thirty (30) days' written notice. The Cosley Foundation agrees to pay for all consulting time and services rendered and out-of-pocket expenses incurred through the date of termination.

We agree to comply with all provisions of the Illinois Solicitation for Charity Act. RS&S will at no time during its association have custody or control of any contributions to your organization. Cosley Foundation, Inc. will exercise control and approval over the content and volume of any solicitation.

The State of Illinois requires that an authorized official of your organization sign this contract. Your signature indicates acceptance of the terms and conditions set forth in this agreement. Please return a fully executed copy of this Agreement to our office.



Thank you for the opportunity to continue to work with the Cosley Foundation.

Sincerely,

Jill Macauley  
Director  
Strategic, Business & Organizational Consulting

cc: Rick Biddle, Managing Partner

**AGREED AND ACCEPTED BY:**

for Cosley Foundation S. Sharkey President

1-7-2020  
Date

for Cosley Foundation H. Bernard Secretary

1-7-2020  
Date

**PLEASE PROVIDE BILLING CONTACT INFORMATION**

Billing Contact Name and Title

Billing Address

Billing Email Address