



City of Ketchum

May 17, 2021

Mayor Bradshaw and City Councilors
City of Ketchum
Ketchum, Idaho

Mayor Bradshaw and City Councilors:

Recommendation to Approve Independent Contractor Agreement #20638 with Nested Strategies

Recommendation and Summary

Staff is recommending the City Council approve Independent Contractor Agreement #20638 with Nested Strategies for services associated with the city's capital campaign to acquire Warm Springs Ranch.

"I move to approve Contractor Agreement 20638 with Nested Strategies for a capital campaign to acquire donations for the purchase of Warm Springs Ranch."

The reasons for the recommendation are as follows:

- The city intends to acquire Warm Springs Ranch at the purchase price of \$9M primarily through private funds
- Due to the purchase agreement's short time frame and the lack of city resources and experience, an outside professional contractor is needed to organize a capital campaign.

Introduction and History

On April 19, 2021, the city entered into a purchase agreement with Bob Brennan to acquire 65 acres of Warm Springs Ranch and plans to purchase the land with donations. The purchase agreement allows the city 6 months to acquire half of the funds and then an additional 6 months to acquire the balance. This is a very short time frame, and the city does not have the internal resources or experience to run a capital campaign. The most efficient way to gain the funds to purchase the property is to work with an experienced capital campaign contractor. The city has been communicating with the Spur Foundation to act as the fiduciary agent for the donations.

Sustainability Impact

There is no sustainability impact.

Financial Impact

This contract will be funded from unallocated general fund revenues in the current fiscal year.

Attachment:

1. Independent Contractor Agreement #20638

INDEPENDENT CONTRACTOR AGREEMENT 20638

THIS AGREEMENT made and entered into this 18th day of May, 2021, by and between the CITY OF KETCHUM, IDAHO, a municipal corporation (hereinafter referred to as "Ketchum") and NESTED STRATEGIES.

FINDINGS

1. Ketchum is a municipal corporation duly organized and existing under the laws of the State of Idaho.
2. Nested Strategies will provide services to the City of Ketchum consistent with the services identified in Attachment A associated with the city's capital campaign to acquire Warm Springs Ranch.
3. Pursuant to Idaho Code §§ 50-301 and 50-302, Ketchum is empowered to enter into contracts and take such steps as are reasonably necessary to maintain the peace, good government and welfare of the City.
4. Ketchum has appropriated funds for project coordination of the capital campaign to NESTED STRATEGIES in the amount of \$24,000.
5. NESTED STRATEGIES desires to enter into an Agreement with Ketchum to provide such services all as hereinafter provided.

NOW, THEREFORE, the parties hereto covenant and agree as follows:

- 1. SERVICES RECEIVED.** NESTED STRATEGIES agrees to provide those services described in Attachment A, as an independent contractor. NESTED STRATEGIES shall be responsible for all associated taxes, workers compensation and other related expenses.
- 2. TERM.** The term of this Agreement shall commence on May 18, 2021 and shall terminate on the 30th day of October, 2021 with an option to extend the contract for an additional six months.
- 3. CONSIDERATION.** In consideration for providing the services as herein provided, Ketchum agrees to pay NESTED STRATEGIES \$4,000 monthly at an hourly billable rate of \$125.00. Payments will be payable within 45 days of submittal of the invoice to the city. The invoice requesting payment shall itemize the specific service provided as identified in Attachment A.
- 4. REPORTING.** With each invoice, NESTED STRATEGIES will itemize the services performed, hours associated with the service and the cost for service.
- 5. NOTICES.** All notices to be served pursuant to this Agreement or which are served with regard to this Agreement shall be sent by general mail to the parties at the following addresses:

City Administrator
City of Ketchum
Post Office Box 2315
Ketchum, ID 83340

Carter Cox
NESTED STRATEGIES
214 W. Croy Street
Hailey, ID 83333

6. EQUAL EMPLOYMENT OPPORTUNITY. NESTED STRATEGIES covenants and agrees that it shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin.

7. TERMINATION. Notwithstanding any contrary provision of this Agreement, either party may terminate this Agreement effective upon thirty (30) days written notice to the other for any reason or no reason. In addition, the parties agree that in the event NESTED STRATEGIES refuses or is unable to provide the services set forth hereinabove, the same shall constitute a default under the terms of this Agreement, and that Ketchum shall have the power to terminate this Agreement upon two (2) days' written notice to NESTED STRATEGIES. Furthermore, this Agreement shall be terminable by Ketchum upon five (5) days' written notice if NESTED STRATEGIES is adjudicated bankrupt, or subject to the appointment of a receiver, or has any of its property attached, or becomes insolvent, or is unable to pay its debts as the same become due. No refund of funds paid shall occur if the Agreement is terminated.

8. NONASSIGNMENT. This Agreement, in whole or in part, shall not be assigned or transferred by NESTED STRATEGIES to any other party except upon the prior written consent of Ketchum and approved by the Ketchum City Council.

9. HOLD HARMLESS AGREEMENT. Any contractual obligation entered into or assumed by NESTED STRATEGIES or any liability incurred by reason of personal injury and/or property damage in connection with or arising out of NESTED STRATEGIES' obligations pursuant to this Agreement shall be the sole responsibility of NESTED STRATEGIES, and NESTED STRATEGIES covenants and agrees to indemnify and hold Ketchum harmless from any and all claims or causes of action arising out of NESTED STRATEGIES' activities and obligations as set forth hereinabove, including, but not limited to, personal injury, property damage and employee complaints.

10. ENTIRE AGREEMENT. This Agreement contains the entire agreement between the parties hereto and shall not be modified or changed in any manner, except by prior written agreement executed by the parties hereto. If any term or provision of this Agreement or application thereof shall be declared invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby and shall remain in full force and effect.

11. SUCCESSION. This Agreement shall be binding upon all successors in interest of either party hereto.

12. LAW OF IDAHO. This Agreement shall be construed in accordance with the laws of the State of Idaho.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year first written above.

NESTED STRATEGIES

CITY OF KETCHUM

By

By

Carter Cox
Founding Principal

Neil Bradshaw
Mayor

ATTEST:

By

Lisa Enourato
Interim City Clerk



April 30, 2021

Mayor Bradshaw and City of Ketchum
P.O. Box 2315
Ketchum, ID 83340

Dear Mayor Bradshaw and City of Ketchum,

I enjoyed visiting with you yesterday and learning more about the vision and opportunity for Warm Springs Ranch. I am honored to submit a proposal for a Campaign Planning Study and to support campaign fundraising efforts.

Our philanthropy services are designed to meet clients' specific and unique needs. We help clients identify opportunities to strengthen organizational capacity to achieve their goals. Cultivating and implementing the systems that make this fundraising effort consistent and sustainable are paramount to our work. Our process promotes transparency, engagement, and utilizing tools that will provide successful stewardship, cultivation, and fundraising for annual, capital, and major donor campaigns. We believe in being intentional, collaborative, and donor focused.

Our approach to working with clients is a confluence of authentic communication skills and systems management that encourages listening, creative problem solving, and builds confidence for all members of your team.

Through our Planning Study process, we help organizations plan for a successful campaign rather than simply inform the board about the feasibility of a campaign. A Planning Study is designed to engage stakeholders in the planning, creation, and implementation of a comprehensive fundraising campaign. The Need Statement will outline your history, the opportunity that you are considering and your estimated cost aspects of what the campaign will fund.

A Planning Study process illuminates the strengths and challenges of the proposed plan and identifies donor and leadership prospects for the campaign. It will also guide the project's leadership and city staff in understanding financial potential, outline a recommended strategic approach and define the steps required to achieve your goals in a comprehensive fundraising campaign. The Planning Study interviews are a valuable cultivation tool for lead and major gift donor prospects. The outcomes often help to identify and hone key messaging that resonates most with donors.

We will provide fundraising training and strategic support throughout our work together. When you are ready to begin the quiet phase of the capacity campaign, there will be a group of volunteers and staff with the skills and confidence to move forward on a larger fundraising campaign.

We are an efficient, creative, and nimble team. We are proudly bound by the code of ethics of the Association of Fundraising Professionals. We are committed to working with diligence and integrity as we help the City of Ketchum's team meet and fund your objectives.

I look forward to speaking with you further about this exciting project. Please contact me at 502.298.4131 if you have any questions.

Sincerely,

A handwritten signature in black ink that reads "Carter Cox". The signature is fluid and cursive, written in a professional style.

Carter Cox, Principal Philanthropy Advisor



Carter Cox, Founding Principal

Carter Cox is originally from Louisville, Kentucky and moved to Hailey, Idaho in 2019 after living in Jackson, Wyoming for seven years. During her time in Jackson, Carter worked for Slow Food in the Tetons as Director of Operations and volunteered as a board member, also serving in staff roles at the National Museum of Wildlife Art and the Jackson Hole Conservation Alliance. With a background in nonprofit management, philanthropy and leadership development, Carter enjoys working both with nonprofits and families to maximize community-based impact through philanthropic giving. Carter is particularly passionate about food systems, community resilience, and climate change mitigation. She enjoys anything active outdoors when not working or volunteering. Carter serves on the board of The Hunger Coalition, an organization building community through food and is part of the Wood River Women's Foundation.

We work with organizations in the context of capital campaign planning and implementation, strategic planning, organizational capacity building, community outreach and leadership training. A select list of clients includes the following:

Sun Valley Institute for Resilience, Hailey, ID August 2020 – Present

Provide major gift fundraising, communications, and marketing consulting services, training, and strategic support to staff. Contact: Ms. Lexie Praggastis (208) 270-2770

The Sage School, Hailey, ID November 2019 – present

Provide campaign counsel and major gift fundraising consulting services, training and strategic support to board leadership, volunteers, and staff. Contact: Mr. Harry Weekes, Founder and Head of School (208) 788-0120

Aspen Chapel, Aspen, CO October 2018 - present

Provide major gift fundraising consulting services, training and strategic support to board leadership, volunteers, and staff.

Contact: Reverend Nicholas Vesey, Spiritual Leader (970) 355-4243

The Traveling School, Bozeman, MT August – December 2018 and January 2021- present

Provided major gift fundraising consulting services, training and strategic support to board leadership, volunteers, and staff. Contact: Laura Brin, Development Director (406) 586-3096

The Argyros February – December 2020

Provide strategic guidance on database set-up, management, and development of major gift program to complete capital campaign and build-out annual major gift fundraising efforts. Contact: Margaret Hamamoto, Marketing and Development Director (808) 343-2377

Teton Raptor Center, Wilson, WY November 2019 – February 2020

Provide major gift fundraising consulting services and philanthropy training to staff, board, and volunteers to implement the \$10 million Capital Campaign to update the TRC facility and historic preservation of the Hardeman Barn. Contact: Ms. Amy McCarthy, Executive Director (307) 690-8514



City of Ketchum
Proposed Scope of Work and Cost Estimate
Campaign Planning Study and Campaign Counsel

Carter Cox of Nested Strategies will work with the Mayor and staff of the City of Ketchum to support and accomplish the following:

1) Conduct a Planning Study to assess the following factors that are critical to the success of a comprehensive campaign:

1. Vision for the Future
2. Compelling Need Statement
3. Qualified Prospects
4. Volunteer Leadership
5. Staff Leadership and Internal Resources

During the course of the Study, we will cover the following:

- Identify and review major gift donor community perceptions;
- Analyze financial goals;
- Identify possible naming opportunities, if appropriate;
- Recommend the amount that the Ketchum can expect to raise for this project;
- Outline recommended campaign timing, leadership, volunteers, and potential funding sources;
- Define recommended campaign strategies, activities, timeline, marketing materials and any additional resources required to ensure campaign success;
- Identify comparable or competing campaigns at other regional organizations;
- Key issues to be resolved before a campaign can be initiated;
- Suggested campaign timeline and budget;
- Determine constituent understanding of the importance of the proposed strategies;
- Assess and plan for organizational infrastructure and capacity to concurrently manage the comprehensive campaign and the annual fund.

2) Support the completion of the Warm Springs Ranch Comprehensive Campaign

- a) Provide “Keys to Fundraising Success” Training as appropriate;
- b) Provide counsel and support to conduct a Comprehensive Campaign;
- c) Work with City of Ketchum staff to develop Comprehensive Campaign case for support and supporting talking points;
- d) Work with staff to develop an updated visual Case Statement and supporting documents;
- e) Support the development of a general Case Statement video, if needed;
- f) Brief volunteers and core team for at least 20 lead and major gift donor visits and solicitations;
- g) Debrief all major gift donor solicitations with relevant teams;
- h) Provide strategic support to close pending gifts;
- i) Assist in managing a major gift pipeline;
- j) Research potential campaign donors;
- k) Assist with donor thank you protocols and follow up;
- l) Support the major donor prospect identification, review, tracking and reporting processes.



Planning Study Process

We will interview 20 – 30 current and prospective donors, with a focus on lead and major gift prospects that understand the work of the City of Ketchum and the Warm Springs Ranch project. We will prioritize those most likely to support the proposed campaign financial and/or as key partners. Confidential interviews in a private setting are the priority and interviews may be in person or via phone/video depending on comfort level while the pandemic still poses health threats. In some cases, City of Ketchum staff may be asked to join for the interviews to assist in detailed discussion of the project.

Interview questions will be adapted specific to the City of Ketchum and the project. Questions include the following:

1. How do you perceive the City of Ketchum's image?
2. Do you understand the City of Ketchum's need to raise funds as described in the Need Statement?
3. Describe the strengths and challenges of the plan and objectives.
4. Do you believe the fundraising goal for Warm Springs Ranch is attainable?
5. Where would this project fit into your philanthropic priorities?
6. Will you personally consider making a gift in support of the objectives identified?
 - a. If so, at what level would you make a gift?
 - b. If not, why?
 - c. Would you consider a planned/estate gift to the Warm Spring Ranch project?
7. How would you describe the fundraising ability of the City of Ketchum's leadership? (*This can be adapted based on involvement of a fiscal sponsor*)
8. Who do you think is the best volunteer to lead this campaign?
9. Will you consider assisting the City of Ketchum as a volunteer in this campaign?
10. How would you describe the fundraising ability of Ketchum's Mayor? (If appropriate)
11. Do you believe that the community will be receptive to this campaign?
12. How well does the City of Ketchum communicate with the community?
13. Do you believe the City of Ketchum should proceed with plans for a comprehensive campaign in support of the objectives identified in the Need Statement?

Planning Study Report

The Planning Study Report includes the quantitative data results, every comment (unattributed to the interviewees) and a thorough qualitative analysis of the findings. The Report also includes an Executive Summary, Significant Issues and Recommendations for Campaign Next Steps. The deliverables of the Planning Study will be presented in the following two formats:

Initial: An initial discussion of the draft of the Planning Study Report will be conducted with a small group of internal staff and committee leadership chosen by the City of Ketchum. Data, findings, and recommendations will be discussed, and all concerns and opportunities will be addressed. Nested Strategies will assist the City of Ketchum in understanding their capacity to successfully achieve the campaign goal.

Final: The formal presentation of the final version of the Planning Study Report is conducted as a planning session that includes a presentation and explanation of the Planning Study results along with recommended strategic steps for moving forward with the proposed campaign. An Executive Summary will also be created to distribute to Planning Study Participants. At the conclusion of this presentation, the City of Ketchum will have the information needed to make informed and strategic decisions about the next steps of the campaign. Nested Strategies will continue with the scope to provide Philanthropy Counsel unless the City of Ketchum elects to halt efforts for a fundraising campaign.

Nested Strategies' Responsibilities:

In the implementation of the services described above, Nested Strategies will be responsible for the following:

- a) Review and support the development of the Need Statement;
- b) Assist in the development of all relevant Planning Study correspondence;
- c) Assist in the identification and prioritization of Planning Study interview participants;



- d) Assist in the interview scheduling process;
- e) Conduct Planning Study interviews;
- f) Support the gathering of confidential on-line surveys with key stakeholders;
- g) Prepare and present comprehensive reports of findings and recommendations;
- h) Support donor prospect identification, review, tracking and reporting processes;
- i) Prepare volunteers for at least 5 Annual Fund major gift donor visits and solicitations;
- j) Brief and Debrief at least 5 Annual Fund major gift donor solicitations with relevant teams;
- k) Assist with an Annual Fund donor cultivation plan.

City of Ketchum Responsibilities:

To implement these services Ketchum leadership will be responsible for the following:

- a) Support qualified staff members and identify volunteers to lead and support the implementation of this campaign;
- b) Create Planning Study materials with Nested Strategies' support;
- c) Manage communication with all interview participants;
- d) Support any committee work;
- e) Coordinate all Planning Study and campaign marketing efforts;
- f) Lead the development of the Warm Springs Ranch Need Statement;
- g) Lead the development of a comprehensive list of interview participants;
- h) Lead the development, production and distribution of all Planning Study correspondence;
- i) Conduct necessary phone calls to schedule meetings and appointments including interviews;
- j) Assign staff to support all Planning Study services implementation;
- k) Coordinate all campaign marketing efforts.

Proposed Schedule and Pricing - 6 months

May 2021 - \$4,000	32 hours: Review all materials relevant to the project, present to staff leadership and partners on Planning Study process, assist with Planning Study interview planning, conduct internal workshop to clarify campaign goals and Need Statement development, identify connectors within partner/stakeholder group.
June 2021- \$4,000	32 hours: Prepare for Planning Study; finalize Need Statement; Conduct Planning Study interviews and relevant meetings; support major donor strategy development and solicitations, brief and debrief asks.
July 2021- \$4,000	32 hours: Compile and analyze initial Planning Study findings; write Draft Planning Study Report. Support major donor strategy development and solicitations, brief and debrief asks.
August 2021 - \$4,000	32 hours: Present draft Planning Study report and next step recommendations to leadership team and core committee. Present final Planning Study results to staff leadership and key partners; support Quiet Phase Major Gift solicitations, brief and debrief asks.



Pending a decision to continue with a full fundraising campaign:

September 2021- \$4,000 32 hours: work with City of Ketchum to develop full campaign materials; support leadership in hosting community gatherings and/or workshops related to the campaign; support Quiet Phase Major Gift solicitations, brief and debrief asks; provide strategic support to close pending gifts; assist in managing a major gift pipeline; assist with donor thank you protocols and follow up.

October 2021 - \$4,000 32 hours: work with City of Ketchum to develop full campaign materials; support leadership in hosting community gatherings and/or workshops related to the campaign; support Quiet Phase Major Gift solicitations, brief and debrief asks; provide strategic support to close pending gifts; assist in managing a major gift pipeline; assist with donor thank you protocols and follow up.

Scope Cost: \$24,000

The flow of hours within this proposal can shift throughout the process can based on need. To honor the fluid nature of the work, hours are tracked throughout the scope and can be balanced from month to month as approved by the City of Ketchum. If the City of Ketchum moves forward with a campaign, there is an option to extend the scope for additional 6 months.