

SERIAL 02013 RFP FUND-RAISING SERVICES

DATE OF LAST REVISION: July 02, 2008

CONTRACT END DATE: August 31, 2009

AMENDMENT #7 INCORPORATES EXHIBIT A6 (SEVENTH YEAR FEES) AND EXHIBIT B7 (SCOPE OF WORK) FOR THE SEVENTH YEAR OF THIS CONTRACT. EFFECTIVE DATE OF AMENDMENT #7 IS 9/1/08 THRU 8/31/09. PAYMENTS FOR SERVICES SHALL BE IN FULL ACCORDANCE WITH AMENDMENT #7. CONCURRENT WITH THIS EFFORT, THE CONTRACT IS RENEWED FOR A ONE (1) YEAR PERIOD FROM THE CURRENT EXPIRATION DATE, FOR A NEW CONTRACT END DATE OF 8/31/09.

AMENDMENT #6 INCORPORATES EXHIBIT A5 (SIXTH YEAR FEES) AND EXHIBIT B6 (SCOPE OF WORK) FOR THE SIXTH YEAR OF THIS CONTRACT. EFFECTIVE DATE OF AMENDMENT #5 IS 9/1/07 THRU 8/31/08. PAYMENTS FOR SERVICES SHALL BE IN FULL ACCORDANCE WITH AMENDMENT #6. CONCURRENT WITH THIS EFFORT, THE CONTRACT IS RENEWED FOR A ONE (1) YEAR PERIOD FROM THE CURRENT EXPIRATION DATE, FOR A NEW CONTRACT END DATE OF 8/31/08.

AMENDMENT #5 INCORPORATES EXHIBIT A4 (FIFTH YEAR FEES) AND EXHIBIT B5 (SCOPE OF WORK) FOR THE FIFTH YEAR OF THIS CONTRACT. EFFECTIVE DATE OF AMENDMENT #5 IS 8/19/06 THRU 8/18/07. CONCURRENT WITH THIS EFFORT, THE CONTRACT IS EXTENDED 60 DAYS FROM THE CURRENT EXPIRATION DATE, FOR A NEW CONTRACT END DATE OF 8/31/07.

AMENDMENT #4 INCORPORATES EXHIBIT A3 (FOURTH YEAR FEES) AND EXHIBIT B4 (SCOPE OF WORK) FOR THE FOURTH YEAR OF THIS CONTRACT. EFFECTIVE DATE OF AMENDMENT #4 IS 8/19/05 THRU 8/18/06.

AMENDMENT #3 INCORPORATES EXHIBIT A2 (THIRD YEAR FEES) AND EXHIBIT B3 (SCOPE OF WORK) FOR THE THIRD YEAR (8/19/04 THRU 8/18/05) OF THIS CONTRACT. EFFECTIVE DATE OF AMENDMENT #3 IS 8/19/04

AMENDMENT #2 REFLECTS CHANGES TO EXHIBIT A1 SECOND YEAR FEES AND TO EXHIBIT B-2 SCOPE OF WORK YEAR 2, AUGUST 19, 2003 TO AUGUST 18, 2004. THE EFFECTIVE DATE OF THESE CHANGES IS RETROACTIVELY, FEBRUARY 19, 2004.

AMENDMENT #1 REASSIGNMENT FROM THE GENESIS GROUP LLC TO CAPITAL CONNECTION EFFECTIVE MAY 16, 2003

JUNE 30, 2012

~~AUGUST 31, 2007~~

CONTRACT PERIOD THROUGH JUNE 30, 2007

TO: All Departments
FROM: Department of Materials Management
SUBJECT: Contract for **FUND-RAISING SERVICES**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **June 10, 2002**.

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.

Wes Baysinger, Director
Materials Management

SF/mm
Attach

Copy to: Clerk of the Board
Linda Mushkatel, County Administrative Officer

VENDORS MUST ACKNOWLEDGE RECEIPT OF THIS AMENDMENT:

Signature:

Date:



CONTRACT FOR SERVICES PURSUANT TO RFP

SERIAL 02013-HSC Genesis

This Contract is entered into this 1ST day of September, 2002 by and between Maricopa County ("County"), a political subdivision of the State of Arizona, and The Genesis Group L.L.C., an Arizona corporation ("Contractor") for the purchase of Fund Raising Services, Human Services Campus.

1.0 TERM

- 1.1 This Contract is for a term of One (1) year, beginning on the 19th day of August 2002 and ending the 31st day of August 2002. **SECOND YEAR AUGUST 19, 2003 THROUGH AUGUST 18, 2004. THIRD YEAR AUGUST 19, 2004 THROUGH AUGUST 18, 2005. FOURTH YEAR AUGUST 19, 2005 THROUGH AUGUST 18, 2006. FIFTH YEAR AUGUST 19, 2006 THROUGH AUGUST 18, 2007. SIXTH YEAR SEPTEMBER 01, 2007 THRU AUGUST 31, 2008. SEVENTH YEAR SEPTEMBER 01, 2008 THRU AUGUST 31, 2009.**
- 1.2 The County may, at its option and with the agreement of the Contractor, extend the period of this Contract for additional one (1) year terms up to a maximum of One (1) additional term. The County shall notify the Contractor in writing of its intent to extend the Contract period at least thirty (30) calendar days prior to the expiration of the original contract period, or any additional term thereafter.

2.0 PAYMENT

- 2.1 As consideration for performance of the duties described herein, County shall pay Contractor the sum stated in Final Pricing, attached hereto and incorporated herein as Exhibit "A." Payment shall be made as set forth in the Best and Final Offer. **EXHIBIT A1 COMPENSATION YEAR 2. EXHIBIT A2 COMPENSATION YEAR 3. EXHIBIT A3 COMPENSATION YEAR 4. EXHIBIT A4 COMPENSATION YEAR 5. EXHIBIT A5 COMPENSATION YEAR 6. EXHIBIT A6 COMPENSATION YEAR 7.**
- 2.2 Payment under this Contract shall be made in the following manner.
1. A monthly retainer of \$13,750.00.
 2. The total project price is not to exceed \$165,000.00 plus reimbursables and shall be reconciled at end of 12 months. The NTE amount shall be reconciled with the billable hours invoiced during the term of the contract. If the value of the billable is less than \$165,000.00 then the County shall be reimbursed for the over payment.
 3. Invoices shall contain the following information: purchase order number, numbers of hours expended by personnel class, description of any supplies used, and extended totals and applicable sales tax. The County is not subject to excise tax.

3.0 DUTIES

- 3.1 The Contractor shall perform all duties stated in the Agreed Scope of Work, attached hereto and incorporated herein as Exhibit "B", and "B1". **EXHIBIT B-2 SCOPE OF WORK YEAR 2. EXHIBIT B3 SCOPE OF WORK YEAR 3. EXHIBIT B4 SCOPE OF WORK YEAR 4. EXHIBIT B5 SCOPE OF WORK YEAR 5. EXHIBIT B 6 SCOPE OF WORK YEAR 6. EXHIBIT B7 SCOPE OF WORK YEAR 7**

4.0 TERMS & CONDITIONS

4.1 INDEMNIFICATION AND INSURANCE:

4.1.1 Indemnification.

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless the County, its agents, representatives, officers, directors, officials, and employees from and against all claims, damages, losses and expenses, including but not limited to attorney fees and costs, relating to this Contract.

The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.

The scope of this indemnification does not extend to the negligence of the County.

4.1.2 Insurance Requirements.

Contractor, at its own expense, shall purchase and maintain the herein stipulated minimum insurance with companies duly licensed, possessing a current A.M. Best, Inc. Rating of B++6, or approved unlicensed companies in the State of Arizona with policies and forms satisfactory to the County.

All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted. Failure to do so may, at the sole discretion of the County, constitute a material breach of this Contract.

The Contractor's insurance shall be primary insurance as respects the County, and any insurance or self-insurance maintained by the County shall not contribute to it.

Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect coverage afforded under the insurance policies to protect the County.

The Contractor shall be solely responsible for the deductible and/or self-insured retention and the County, at its option, may require the Contractor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

The County reserves the right to request and to receive, within ten (10) working days, certified copies of any or all of the herein required insurance policies and/or endorsements. The County shall not be obligated, however, to review such policies and/or endorsements or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of the County's right to insist on strict fulfillment of Contractor's obligations under this Contract.

The insurance policies required by this Contract, except Workers' Compensation, shall name the County, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

The insurance policies required hereunder, except Workers' Compensation, shall contain a waiver of transfer of rights of recovery (subrogation) against the County, its agents, representatives, officers, directors, officials and employees for any claims arising out of Contractor's work or service.

- 4.1.2.1 Commercial General Liability. Contractor shall maintain Commercial General Liability insurance with a limit of not less than \$1,000,000 for each occurrence with a \$2,000,000 Products/Completed Operations Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Contract which coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 00 01 10 93 or any replacements thereof.

The policy shall contain a severability of interest provision, and shall not contain a sunset provision or commutation clause, or any provision which would serve to limit third party action over claims.

The Commercial General Liability additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc.'s Additional Insured, Form CG 20 10 11 85, and shall include coverage for Contractor's operations and products and completed operations.

If the Contractor subcontracts any part of the work, services or operations awarded to the Contractor, Contractor shall purchase and maintain, at all times during prosecution of the work, services or operations under this Contract, an Owner's and Contractor's Protective Liability insurance policy for bodily injury and property damage, including death, which may arise in the performance of the Contractor's work, service or operations under this Contract. Coverage shall be on an occurrence basis with a limit not less than \$1,000,000 per occurrence, and the policy shall be issued by the same insurance company that issues the Contractor's Commercial General Liability insurance.

- 4.1.2.2 Automobile Liability. Contractor shall maintain Automobile Liability insurance with an individual single limit for bodily injury and property damage of no less than \$1,000,000, each occurrence, with respect to Contractor's vehicles (whether owned, hired, non-owned), assigned to or used in the performance of this Contract.

- 4.1.2.3 Workers' Compensation. The Contractor shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services, as well as Employer's Liability insurance of not less than \$1,000,000 for each accident, \$1,000,000 disease for each employee, and \$1,000,000 disease policy limit.

If any work is subcontracted, the Contractor will require Subcontractor to provide Workers' Compensation and Employer's Liability insurance to at least the same extent as required of the Contractor.

4.1.3 Certificates of Insurance.

- 4.1.3.1 Prior to commencing work or services under this Contract, Contractor shall have insurance in effect as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall be made available to the County upon 48 hours notice. **BY SIGNING THE AGREEMENT PAGE THE CONTRACTOR AGREES TO THIS REQUIREMENT AND FAILURE TO MEET THIS REQUIREMENT WILL RESULT IN CANCELLATION OF CONTRACT.**

If a policy does expire during the life of the Contract, a renewal certificate must be sent to the County fifteen (15) days prior to the expiration date.

4.1.4 Cancellation and Expiration Notice.

Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty (30) day's prior written notice to the County.

4.2 NOTICES:

All notices given pursuant to the terms of this Contract shall be addressed to:

For County:

Maricopa County
Department of Materials Management
Attn: Director of Purchasing
320 West Lincoln Street
Phoenix, Arizona

For Contractor:

~~The Genesis Group L.L.C.
Attn: Peter Valenzuela
Camelback Espanade II
2525 East Camelback Road
Suite 730
Phoenix, AZ. 85016~~

CAPITAL CONNECTION
ATT: STACEY L. PAWLOWSKI
804 E. MYRTLE
PHOENIX, AZ 85020

4.3 REQUIREMENTS CONTRACT:

Contractor shall take no action under this Contract unless specifically requested by County, which shall submit a written purchase order to Contractor requesting that work be performed or product be delivered.

4.4 TERMINATION:

County may unconditionally terminate this Contract for convenience by providing thirty (30) calendar days advance notice to the Contractor.

County may terminate this Contract if Contractor fails to pay any charge when due or fails to perform or observe any other material term or condition of the Contract, and such failure continues for more than ten (10) days after receipt of written notice of such failure from County, or if Contractor becomes insolvent or generally fails to pay its debts as they mature.

4.5 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:

Notice is given that pursuant to A.R.S. § 38-511 the County may cancel this Contract without penalty or further obligation within three years after execution of the contract, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County is at any time while the Contract or any extension of the Contract is in effect, an employee or agent of any other party to the Contract in any capacity or consultant to any other party of the Contract with respect to the subject matter of the Contract. Additionally, pursuant to A.R.S § 38-511 the County may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County from any other party to the contract arising as the result of the Contract.

4.6 OFFSET FOR DAMAGES;

In addition to all other remedies at law or equity, the County may offset from any money due to the Contractor any amounts Contractor owes to the County for damages resulting from breach or deficiencies in performance under this contract.

4.7 ADDITIONS/DELETIONS OF SERVICE:

The County reserves the right to add and/or delete products and/or services provided under this Contract. If a requirement is deleted, payment to the Contractor will be reduced proportionately to the amount of service reduced in accordance with the bid price. If additional services and/or products are required from this Contract, prices for such additions will be negotiated between the Contractor and the County.

4.8 SUBCONTRACTING:

The Contractor may not assign this Contract or subcontract to another party for performance of the terms and conditions hereof without the written consent of the County, which shall not be unreasonably withheld. All correspondence authorizing subcontracting must reference the Bid Serial Number and identify the job project.

4.9 AMENDMENTS:

All amendments to this Contract must be in writing and signed by both parties.

4.10 RETENTION OF RECORDS:

The Contractor agrees to retain all financial books, records, and other documents relevant to this Contract for five (5) years after final payment or until after the resolution of any audit questions which could be more than five (5) years, whichever is longer. The County, Federal or State auditors and any other persons duly authorized by the Department shall have full access to, and the right to examine, copy and make use of, any and all said materials.

If the Contractor's books, records and other documents relevant to this Contract are not sufficient to support and document that requested services were provided, the Contractor shall reimburse Maricopa County for the services not so adequately supported and documented.

4.11 AUDIT DISALLOWANCES:

If at any time County determines that a cost for which payment has been made is a disallowed cost, such as overpayment, County shall notify the Contractor in writing of the disallowance. County shall also state the means of correction, which may be but shall not be limited to adjustment of any future claim submitted by the Contractor by the amount of the disallowance, or to require repayment of the disallowed amount by the Contractor.

4.12 VALIDITY:

The invalidity, in whole or in part, of any provision of the Contract shall not void or affect the validity of any other provision of this Contract.

4.13 RIGHTS IN DATA:

The County shall have the use of data and reports resulting from this Contract without additional cost or other restriction except as provided by law. Each party shall supply to the other party, upon request, any available information that is relevant to this Contract and to the performance hereunder.

4.14 INTEGRATION

This Contract represents the entire and integrated agreement between the parties and supersedes all prior negotiations, proposals, bids, communications, understandings, representations, or agreements, whether oral or written, express or implied.

IN WITNESS WHEREOF, this Contract is executed on the date set forth above.

CONTRACTOR

AUTHORIZED SIGNATURE

PRINTED NAME AND TITLE

ADDRESS

DATE

MARICOPA COUNTY

BY: _____
DIRECTOR, MATERIALS MANAGEMENT

DATE

APPROVED AS TO FORM:

MARICOPA COUNTY ATTORNEY

DATE

EXHIBIT A1 SECOND YEAR FEES

The professional fee for a six-month contract including the above scope of work is \$65,000 (\$10,833.33 per month). ~~If after the six-month period you decide to continue with Capital Connection but on a month-by-month contract, the professional fee becomes \$12,000 per month.~~ REIMBURSABLE EXPENSES CAPPED AT \$40000 (SUBJECT TO MARICOPA COUNTY APPROVAL).

The professional fee for months 7 – 12 of Year 2 shall be \$9,000.00, per month. Reimbursable expenses, subject to Maricopa County approval shall be capped at \$50,000, of which \$10,400.00 shall be for the products delineated in the REVISED Scope of Work, Exhibit B-2, allocated as follows:

Summer 2004 Newsletter:	\$ 5,000
Media Blitz/News Releases	5,000
Website updates	400

Exhibit A2. THIRD YEAR FEES

The professional fees for the twelve-month contract shall be \$105,000.00 (\$8,750.00.00 per month). In addition, reimbursable expenses shall not exceed \$25,000.00 and will require prior approval by Maricopa County.

EXHIBIT A3 FOURTH YEAR FEES

The professional fees for the twelve-month contract shall be \$65,500.00 (\$7,500.00 per month for months 1-5; \$4,000.00 per month for months 6 – 12). In addition, reimbursable expenses shall not exceed \$25,000 and will require prior approval by Maricopa County.

EXHIBIT A4 FIFTH YEAR FEES

The professional fees for the twelve-month contract shall be based on pre-approved (in writing) hours allocated on an as-needed basis for specific task requests related to the Scope of Work outlined in Exhibit B5 (Scope of Work 8/19/06 – 8/18/07).

Pre-approved professional hourly fees shall be paid in accordance with the following fee schedule:

\$115.00 per hour	Project Manager
\$ 35.00 per hour	Administrative Support Staff

Professional fees for the twelve-month month contract period shall not exceed \$25,000.00. In addition, reimbursable expenses shall not exceed \$5,000 and will require prior written approval by Maricopa County.

EXHIBIT A5 SIXTH YEAR FEES

The professional fees for the twelve-month contract shall be based on pre-approved (in writing) hours allocated on an as-needed basis for specific task requests related to the Scope of Work outlined in Exhibit B 6 (Scope of Work 9/1/07 – 8/31/08).

Pre-approved professional hourly fees shall be paid in accordance with the following fee schedule:

\$115.00 per hour	Project Manager
\$ 35.00 per hour	Administrative Support Staff

Professional fees for the twelve-month month contract period shall not exceed \$25,000.00. In addition, reimbursable expenses shall not exceed \$5,000 and will require prior written approval by Maricopa County

EXHIBIT A6 SEVENTH YEAR FEES

The professional fees for the twelve-month contract shall be based on pre-approved (in writing) hours allocated on an as-needed basis for specific task requests related to the Scope of Work outlined in Exhibit B 7 (Scope of Work 9/1/08 – 8/31/09).

Pre-approved professional hourly fees shall be paid in accordance with the following fee schedule:

\$115.00 per hour	Project Manager
\$ 35.00 per hour	Administrative Support Staff

Professional fees for the twelve-month month contract period shall not exceed \$25,000.00. In addition, reimbursable expenses shall not exceed \$5,000 and will require prior written approval by Maricopa County

EXHIBIT B.
Agreed Scope of Work

1.0 SERVICES

Services to be provided under of the terms of this contract shall include:

- 1.1 Finalization of the campaign/organization plan for the Humans Services Campus including major gift opportunities and smaller gift opportunities.
- 1.2 Case statement finalization and presentation.
- 1.3 Public and media relations, in collaboration with the Maricopa County Public Information Officer, including related collateral materials and event management.
- 1.4 Prospective donor research, including local, state and national opportunities.
- 1.5 Organizational support, including data base management.
- 1.6 Grant writing in accordance with given grant guidelines and due dates.
- 1.7 Attend key Human Services Campus committee meetings as requested by Project Manager.

2.0 TIMELINE

It is anticipated that the services delineated in 1.0 above shall be provided, in general, in accordance with the approved timeline (Exhibit B1). This timeline may be amended with the approval of the Project Manager.

3.0 REPORTING

The contractor will submit at least bi-weekly reports to Maricopa County for review and discussion.

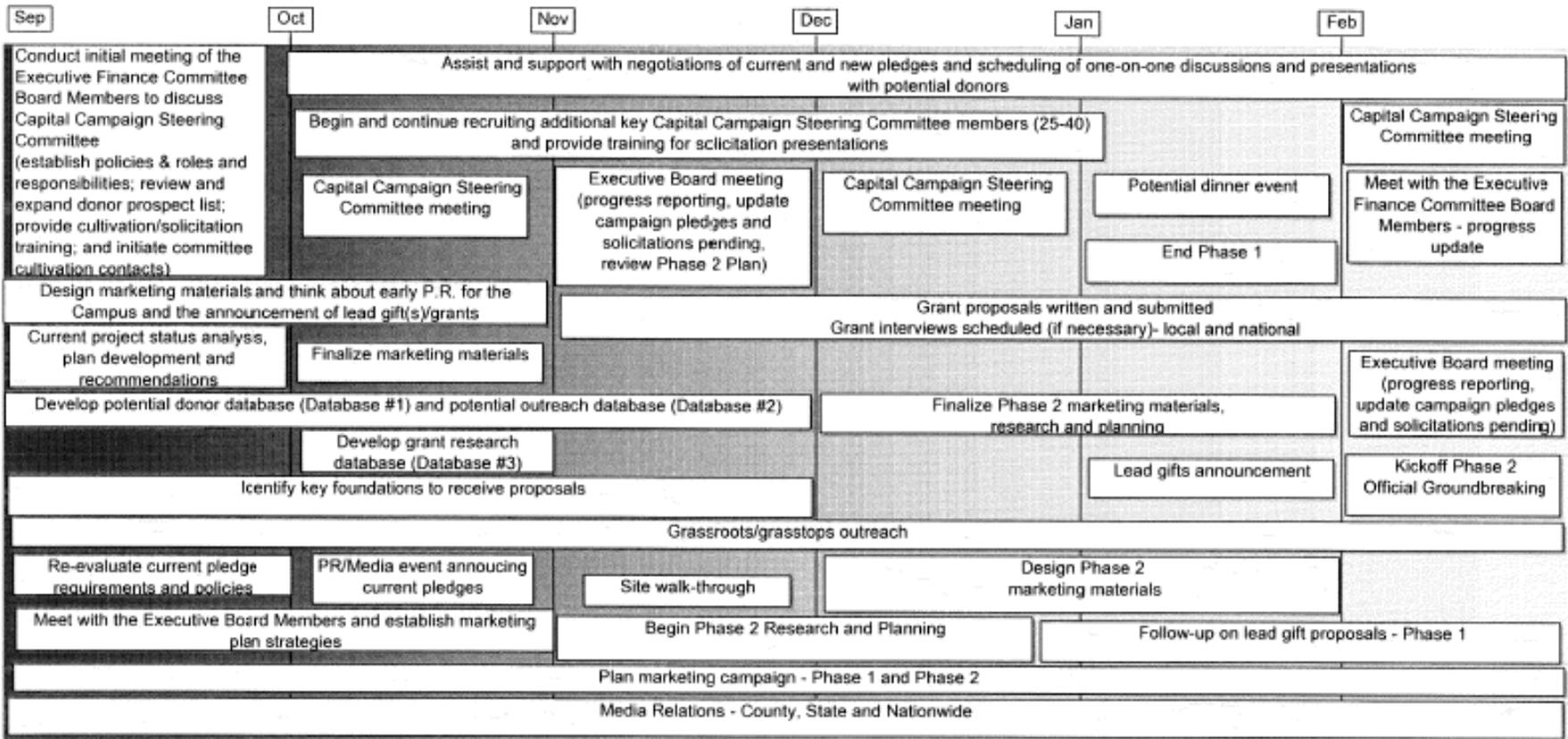
4.0 DOCUMENT PREPARATION

The contractor will provide an electronic copy of all documents requested by the County used in competing of this Agreed to Scope of Work, using Microsoft Word 97 for text, Microsoft Excel 97 for spreadsheets, and Access for databases.

EXHIBIT B1

Human Services Campus, LLC Fundraising
2002-2003 Timeline of Activities

PHASE 1: September 2002 - January 2003
PHASE 2: February 2003 - August 2003



Human Services Campus, LLC Fundraising

2002 -2003 Timeline of Activities continued

PHASE 1: September 2002 - January 2003

PHASE 2: February 2003 - August 2003

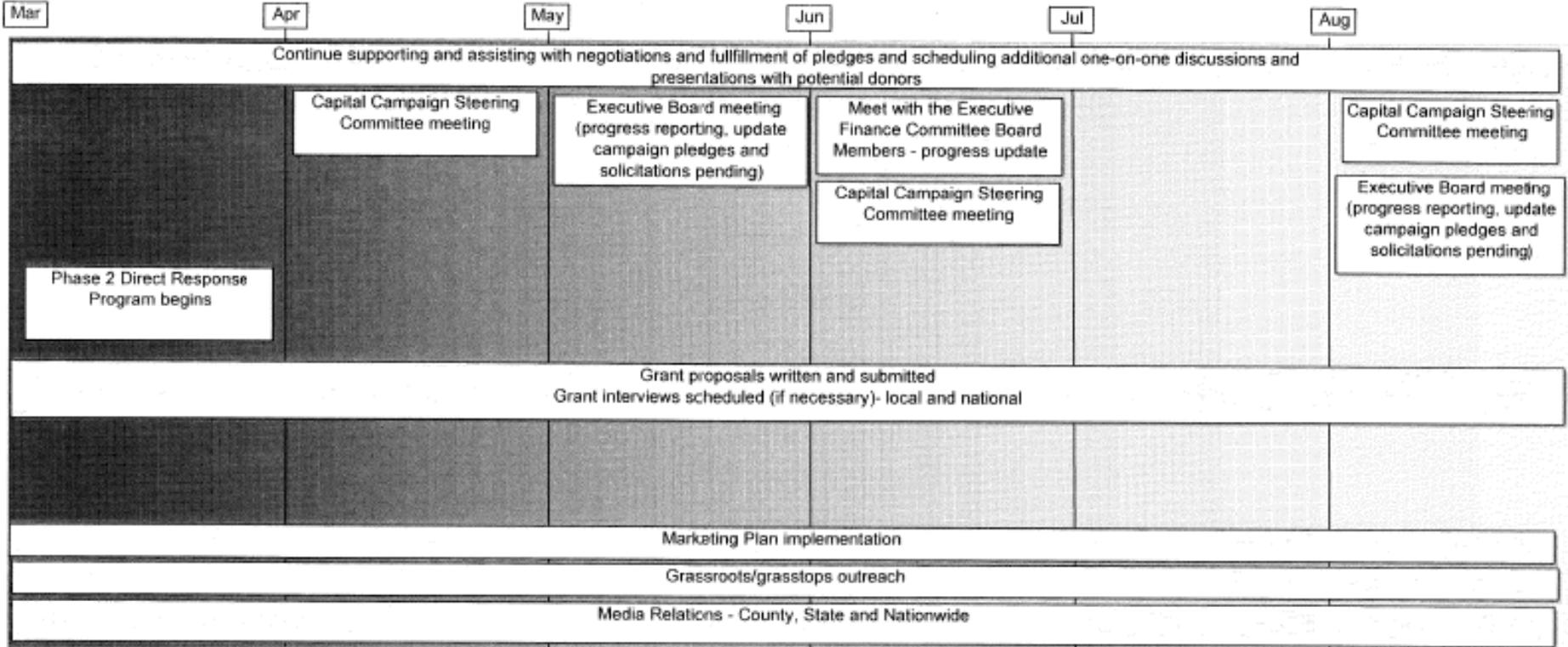


EXHIBIT B-2**SCOPE OF WORK YEAR 2, AUGUST 19, 2003 TO AUGUST 18, 2004**

- **One-on-one Solicitation Meetings:** We will continue to educate individuals about the HSC through weekly faxes and schedule one-on-one meetings with potential contributors. Our goal will be at least 25 additional meetings in the Fall 2003.
- **On-going Prospective Donor Database Development:** Because we have worked in Arizona's fundraising community for over 7 years, we have continued to meet and develop working relationships with several big and small companies who are potential contributors to the Human Services Campus. We will continue to build an active database to track the communication with these entities.
- **Prospecting Donor and Industry Event(s):** At least one prospecting donor event will be scheduled in October to attract between 25-35 individuals for our presentation about HSC. This event will be in addition to the banking event we will be scheduling in September. In addition, other industry events will also be scheduled as they arise.
- **Grant Research and Writing:** Currently, we are working on 17 grants to be submitted by September 2003. But in addition to these grants, there are other grants that will need to be renewed, including city, state and federal requests, as well as additional research needed for grants that are due during the first quarter of 2004. Some of these grants which we didn't receive in 2003 (Kresge Foundation, Diamondbacks Slam Dunk Award, etc.) will be re-written and submitted for 2004.
- **Donor Updates:** A Fall 2003 newsletter will be written to be mailed in October. We are also suggesting an End of the Year Donor Report to be mailed in November before the Christmas mail. This year-end report will be an extensive booklet that we can use in our future prospecting packets for 2004 as well as sending to the several donors we currently have, giving the HSC project more legitimacy in the community-at-large.
- **Media Events:** We suggest at least two media events take place in the Fall 2003: one during the Hunger and Homeless week and another announcing the opening of the Day Resource center. Additional media events can also be arranged and scheduled during this time. **During months 7 – 12, a Media Blitz involving Cox Communications and Arizona Republic/12 News will focus on closing the HSC Phase 1 Construction funding gap.**
- **Creative:** In addition to the Donor Updates, we will work on revising the Donor Prospecting packets and the brochure.
- **Press Relations:** A format for announcing the donor contributions will be developed and implemented for each subsequent contribution. This will include a letter of endorsement of HSC from the contributor, a press release about the contribution and follow-up calls or scheduled interviews regarding the contribution. **An HSC Summer Newsletter will be released and the HSC website will be updated with presses releases generated as appropriate.**

EXHIBIT B3. Scope of Work (8/19/04 – 8/18/05)

1.0 SERVICES

Services to be provided under the terms of this contract shall include:

- 1.1 Finance Committee Re-Organization and Prospect Education Event: Formation of three new fundraising committees (see attached Capital Campaign Design), including recruitment of additional committee members and organizing monthly meetings to encourage their active participation in this project. Associated site tours will begin the fall of 2004.
- 1.2 On-going Prospective Donor Database Development: Ongoing enhancement of donor prospect list and maintenance of data base to track communication with these entities.
- 1.3 One-on-one Solicitation Meetings: Continued education of target individuals about the HSC through bi-weekly faxes and one-on-one meetings follow up with potential contributors. A minimum of 25 additional meetings is the goal for fall 2004. The parties will agree to goals for the remainder of the contract year.
- 1.4 In-Kind Promotion (FF&E): Opportunities for in-kind donations to complete the campus will be aggressively pursued in coordination with the HSC Project Manager and DL Withers Construction.
- 1.5 Mass-Donor Recruitment: Development and implementation of a mass-donor recruitment effort, to include at least 4 mailings to prospective donors who have an interest in human services issues.
- 1.6 Donor Maintenance: Development and maintenance of the donor database including sending thank you letters and any other additional information to all mass-donors.
- 1.7 Grant Research and Writing: Submit up to 10 grants by the end of calendar year 2004 and continue to research other grant possibilities. Support grants submissions for federal and state funds targeting Phase 2 construction, NOVA Safe Haven.
- 1.8 Donor Updates: In September 2004, a Donor Update letter, with the appropriate news clippings and success stories, will be prepared and distributed to all donors. It is recommended that an End of the Year Donor Report be distributed in by December 1, 2004. This booklet will provide information to current donors and serve as part of the prospecting packet for prospective donors.
- 1.9 HSC Newsletters: Assist with the production of two newsletters (Fall 2004 and Spring 2005) to be mailed to current and prospective donors, community supporters and business leaders across the county.
- 1.10 Donor/Media Events: As construction proceeds on the HSC site, collaborate with Maricopa County and DL Withers to produce events in the fall of 2004 and spring of 2005 to focus the community, media and prospective donors on the project.

Gifts Required Reaching the \$5 Million Dollar Goal

Human Services Campus

April 2004

Using the best practices of traditional capital campaign planning, the chart below shows the quantity of gifts, and their corresponding amounts, needed to reach the goal of raising \$5 million dollars.

Number And Gift Level	Level Total	Cumulative Amount	Percentage of \$5 Million Goal
\$500,000 – 1	\$500,000	\$500,000	10%
\$250,000 – 3	\$750,000	\$1,200,000	24%
\$100,000 – 7	\$700,000	\$1,900,000	38%
\$ 50,000 - 13	\$650,000	\$2,550,000	51%
\$ 25,000 – 24	\$600,000	\$3,150,000	63%
\$ 15,000 – 37	\$550,000	\$3,700,000	74%
\$ 10,000 – 50	\$500,000	\$4,200,000	84%
\$ 5,000 – 100	\$500,000	\$4,700,000	94%
\$1,000 and below	\$300,000	\$5,000,000	100%

235+ Gifts

ORGANIZATION

In order to be successful, we need to expand our Capital Campaign Committee to include the following teams:

1. *Leadership Gifts Team:* This team will focus on the top 24 gifts totaling \$2,550,000. It is recommended that the Chairman of this team be Marty Shultz. He should recruit 4-5 additional community leaders to assist him in this effort.
2. *Major Gifts Team:* This team will focus on the next 61 gifts totaling \$1,150,000. There needs to be a Chairman and 5-7 additional members. This is where the challenges to specific industry sectors (legal, financial, development, etc.) will be implemented.
3. *Community Outreach Team:* This team will focus on the final many gifts totaling \$1,300,000. There needs to be two-three Chairmen with 8-12 additional team members. Additional fundraising efforts, for example the mass mailings, will also assist in raising these contributions at this level.

GRANTS:

There is the potential for additional contributions through several grants but these efforts must be viewed as *in addition to* the above detailed scale of gifts and organization since they are difficult to plan for and estimate. These include:

1. Kresge Challenge Grant: \$1 million dollars if we raise \$1.5 million dollars in a specified time.
2. Boeing: \$500,000
3. Packard Foundation: \$150,000
4. Melville Trust: \$100,000
5. General Mills Foundation: \$25,000
6. Grand Slam – Diamondbacks: \$100,000
7. Fry's Kroger Foundation: Need amount
8. Charles Mott Foundation: Need amount
9. William Pendleton Fund: \$500,000
10. Phoenix Coyotes: \$25,000
11. AZ Cardinals: \$5,000
12. America West: \$25,000

EXHIBIT B4 Scope of Work (8/19/05 – 8/18/06)

1.0 SERVICES

Services to be provided under the terms of this contract shall include:

- 1.1 **Finance Co-Chairman/Lead Gift Committee support:** Identify and contact specific donors who can contribute \$50,000 and above. Activities shall include, but not be limited to, identifying and contacting specific donors, holding bi-weekly meetings with Chair, developing required marketing materials, tracking calls and progress. This service includes conducting all site tours that are needed to introduce the project to additional prospective donors.
- 1.2 **Major Gifts Committee support:** Facilitating meeting with members, strategizing specific efforts with those members, tracking member progress and organizing monthly meeting to encourage their activation with this project. Activities shall include, but not be limited to, conducting site tours and working with the Major Gifts Chair on the “One Foot to Solve Homelessness” campaign with downtown developers.
- 1.3 **Prospective Donor Database Development and Donor Maintenance:** maintain and continually develop the donor database including sending thank you letters and other information to all Community Gifts donors.
- 1.4 **One-on-one Solicitation Meetings:** Educate individuals about the HSC through bi-weekly faxes and schedule one-on-one meeting with potential contributors. Goal is at least 25 meetings through the fall of 2005.
- 1.5 **In-Kind Promotion (FF&E):** Continue to implement the FF&E solicitation plan in coordination with Maricopa County Facilities Management Department and the Special Projects Manager.
- 1.6 **Community Gifts Recruitment:** develop and implement a Community Gifts recruitment effort that will include, at least, a car raffle and the Tiles for Success Program.
- 1.7 **Grant Research and Writing:** Submit 8 identified grants due by end of 2005; continue to research and submit additional grants throughout the term of this contract in coordination with the Special Projects Manager.
- 1.8 **HSC Newsletters:** Assist with the production of two newsletters (Fall 2005 and Spring 2006).
- 1.9 **Ribbon-Cutting Events:** in coordination with Maricopa County and D.L. Withers Construction, produce a week or more of events that will highlight our donors, community partners and bring attention to the additional needs we have regarding the completion of the capital campaign. With prior approval of Maricopa County, and as a separate reimbursable expense, Capital Connection may retain the services of R&R Partners as a subcontractor to support media and event management for ribbon-cutting related activities.

EXHIBIT B5 Scope of Work (8/19/06– 8/18/07)

1.0 SERVICES

Services to be provided under the terms of this contract shall include:

- 1.1 **Finance Co-Chairman/Lead Gift Committee support:** Identify and contact specific donors who can contribute \$50,000 and above. Activities shall include, but not be limited to, identifying and contacting specific donors, holding periodic meetings with Chair, developing required marketing materials, tracking calls and progress. This service includes conducting site tours that are needed to introduce the project to additional prospective donors.
- 1.2 **Major Gifts Committee support:** Facilitating meeting with members, strategizing specific efforts with those members, tracking member progress and organizing monthly meeting to encourage their activation with this project. Activities shall include, but not be limited to, conducting site tours and working with the Major Gifts Chair on the “One Foot to Solve Homelessness” campaign with downtown developers.
- 1.3 **Prospective Donor Database Development and Donor Maintenance:** Maintain and continually develop the donor database.
- 1.4 **One-on-one Solicitation Meetings:** Educate individuals about the HSC through periodic faxes and **schedule** one-on-one meeting with potential contributors.
- 1.5 **In-Kind Promotion (FF&E):** Continue to implement the FF&E solicitation plan in coordination with Maricopa County Facilities Management Department and the Special Projects Manager.
- 1.6 **Community Gifts Recruitment:** Develop and implement a Community Gifts recruitment effort that may include such initiatives as a “Tiles for Success Program”
- 1.7 **Grant Research and Writing:** Submit identified grants in accordance with published due dates; continue to research grant opportunities throughout the term of this contract in coordination with the Special Projects Manager.
- 1.8 **Construction Special Events:** In coordination with Maricopa County and D.L. Withers Construction, produce a events, such as ribbon cutting ceremonies, that will highlight our donors, community partners and bring attention to the additional needs we have regarding the completion of the capital campaign.

EXHIBIT B 6 Scope of Work (9/1/07– 8/31/08)

1.0 SERVICES

Services to be provided under the terms of this contract shall include:

- 1.1 **Donor Solicitation Support:** Identify and contact specific donors who can contribute in accordance with a number of different strategies (for example, a “One Square Foot to Solve Homelessness” campaign with downtown developers.. Activities shall include, but not be limited to, identifying and contacting specific donors, holding periodic meetings with Fund raising committee,, developing and updating required marketing materials, tracking calls and progress. This service includes conducting site tours that are needed to introduce the project to additional prospective donors.
- 1.2 **Prospective Donor Database Development and Donor Maintenance:** Maintain and continually develop the donor database.
- 1.3 **One-on-one Solicitation Meetings:** Educate individuals about the HSC through periodic faxes and schedule one-on-one meeting with potential contributors.
- 1.4 **In-Kind Promotion:** To support the developing program at the HSC Success Center, work with the County special Projects Manager and Campus LLC to provide furnishings and other identified needs.
- 1.5 **Community Gifts Recruitment:** Develop and implement a Community Gifts recruitment effort that may include such initiatives as a “Tiles for Success Program”.
- 1.6 **Grant Research and Writing:** Submit identified grants in accordance with published due dates; continue to research grant opportunities for both capital needs and operational needs at the HSC throughout the term of this contract in coordination with the Special Projects Manager.
- 1.7 **Newspaper/media opportunities:** In coordination with Maricopa County and the Human Services Campus, LLC create media/editorial opportunities to familiarize the community with the successes of HSC and the need for continued community involvement and financial support.
- 1.8 **Special Events:** In collaboration with Maricopa County and the Human Services campus, LLC, coordinate events that will highlight our donors, community partners and bring attention to the additional needs we have regarding the completion of the capital campaign.

EXHIBIT B7 Scope of Work (9/01/08– 8/31/09)

1.0 SERVICES

Services to be provided under the terms of this contract shall include:

- 1.1 **Donor Solicitation Support:** Identify and contact specific donors who can contribute in accordance with a number of different strategies (for example, a “One Square Foot to Solve Homelessness” campaign with downtown developers). Activities shall include, but not be limited to, identifying and contacting specific donors, holding periodic meetings with fundraising team, developing and updating required marketing materials, tracking calls and progress. This service may include conducting site tours that are needed to introduce the project to additional prospective donors.
- 1.2 **Prospective Donor Database Development and Donor Maintenance:** Maintain and continually develop the donor database, with an additional focus on creation of a housing resource fund.
- 1.3 **One-on-one Solicitation Meetings:** Educate individuals about the HSC and permanent supportive housing needs through periodic communications and schedule one-on-one meetings with potential contributors.
- 1.4 **In-Kind Promotion:** To support the developing program at the HSC Success Center, work with the County Special Projects Manager and HSC Managing Director to provide furnishings and other identified needs.
- 1.5 **Marketing Support:** Support the marketing campaign initiated by the HSC related to establishing the campus as a sustainable community.
- 1.6 **Community Gifts Recruitment:** Develop and implement a Community Gifts recruitment effort that may include such initiatives as a “Tiles for Success Program”.
- 1.7 **Grant Research and Writing:** Submit identified grants in accordance with published due dates; continue to research grant opportunities for both capital needs and operational needs at the HSC throughout the term of this contract in coordination with the Special Projects Manager.
- 1.8 **Newspaper/media opportunities:** In coordination with Maricopa County and the Human Services Campus create media/editorial opportunities to familiarize the community with HSC successes and the need for continued community involvement and financial support.
- 1.9 **Special Events:** In collaboration with Maricopa County and the Human Services Campus, coordinate events that will highlight our donors, community partners and bring attention to the additional needs we have regarding the completion of the capital campaign, building a housing resource fund and establishing the HSC as a sustainable community.

CAPITAL CONNECTION, 804 E. MYRTLE, PHOENIX, AZ 85020
GENESIS GROUP LLC THE, 2525 E. CAMELBACK ROAD STE #730, PHOENIX, AZ 85016

WILLING TO ACCEPT FUTURE SOLICITATIONS VIA EMAIL: YES NO

OTHER GOV'T. AGENCIES MAY USE THIS CONTRACT: YES NO

NIGP CODE 9465001

Terms: NET 30

Vendor Number: **W000004540 X**

Telephone Number: ~~602/952-5580~~ **602/374-5213**

~~Fax Number: 602/952-7140 480/607-2727~~

E-mail Address: ~~kmtgenesis@aol.com~~ capcon@cox.net

Insurance Certificate Required

Contact Person: ~~Katherine De-Tristan-Valenzuela~~ **Stacey L Pawlowski**

Contract Period: To cover the period ending ~~JUNE 30, 2007.-AUGUST 31, 2007-2008~~ **2009.**

****EFFECTIVE DATE OF CHANGE IS MAY 16, 2003**