



Contract for Professional Consulting Services

This agreement is made and entered into this 1st day of July 2019, by and between **PMA Consulting, LLC**, a limited liability company duly organized and existing under the laws of the state of North Carolina, hereinafter referred to as “PMA,” and **the Cain Center for the Arts**, a nonprofit corporation duly organized and existing under the laws of the state of North Carolina, hereinafter referred to as “CCA” or “client.”

Purpose

The mission of the Cain Center for the Arts is to provide exceptional visual arts, performing arts, and social experiences in the Lake Norman region. Cain Center for the Arts is poised to become the cultural and community engagement hub of the Lake Norman region. The leadership team has created considerable momentum with current support totaling \$13 million secured towards a \$25 million capital campaign. PMA would welcome the opportunity to continue to partner with the team to provide campaign counsel.

Date of Service

This agreement will encompass a period of two months, from July 1, 2019 through August 30, 2019.

Primary Areas of Consulting Services

Given the recent evolution of a campaign to support the creation of the CCA facility, PMA would be pleased to partner with the CCA, working closely with staff and board leaders to assist in the completion of the lead gifts phase of the campaign and to draft plans for a public phase campaign. PMA’s process would include:

1. **Execute and Monitor Campaign Strategies.**
 - Updated and continued recommendations for: campaign collateral, donor pool strategies, staff and volunteer infrastructure.
 - Offer continued strategy and recommendations around cultivation and stewardship events for all levels of financial support.
 - Strategize and provide guidance on monthly campaign and lead gift committee meetings.
2. **Proposal and Grant Writing.**
 - Develop proposals to encourage support from lead donor prospects and corporate partners
 - Continue to research and identify potential campaign funders (prospective and existing)
 - Maintain the grant matrix and write proposals to foundations.
3. **Campaign Reporting & Evaluation.**
 - Evaluate the viability of campaign goals and progress towards goals
 - Report to full Cain Center for the Arts Board of Directors at monthly board meeting. Provide training and support to board members as necessary.
 - Tracking of campaign timelines and strategies.

Fees for Services

This engagement with CCA is a two (2) month partnership (July 1, 2019 to August 30, 2019) at a cost of \$4,250/month (\$8,500 total). PMA will invoice the CCA immediately for \$4,250 to initiate the project, followed by a second invoice prior to August 1, 2019, for the second month. This engagement will encompass primarily off-site services, with monthly presentation to the full board of the CCA on the 2nd Monday of each month. Additional costs for travel and material production will be billed only as approved, though none are expected.

In the event CCA defaults on the payment of any sums due under this agreement, CCA shall be responsible for reimbursing PMA for any court costs and/or attorneys' fees incurred by PMA in enforcing its rights hereunder.

Standard Terms of Engagement

1. **Respective Obligations.** This agreement intends to set forth a spirit of cooperation and interdependency rather than adversarial interest. By entering this agreement, client commits to working in partnership with PMA to effectively execute the agreed upon work plan in a timely manner. This includes client providing PMA access to all persons, data, and information relative to the project; providing adequate support to effectively execute the outlined work plan; and compensating PMA for all professional fees and expenses incurred under this agreement. In conjunction with the services of PMA, client will be responsible for the success of this engagement. Client staff and designated volunteers will need to participate in planned meetings and conference calls; react to and edit all materials; and coordinate the day-to-day operations of the organization. Regular in-person and phone meetings with staff and volunteer leaders will allow for progress reports on specific services provided. PMA will at all times act on client's behalf to the best of PMA's ability. Any expressions on PMA's part concerning the outcomes of this project are expressions of PMA's best professional judgment, but are not guarantees. PMA's opinions are necessarily limited by experience and knowledge of the facts and circumstances presented to PMA at the time they are expressed.
2. **Custody of Contributions.** PMA is licensed as a Fundraising Consultant in the State of North Carolina through the Charitable Solicitation Licensing Division of the Office of the Secretary of State. As such, PMA shall not engage in any activities that are prohibited by its license. Specifically, PMA shall not: (a) Solicit contributions on behalf of client; (b) Employ, procure, or engage any person to solicit contributions for client; (c) Maintain custody or control of funds contributed to client; or (d) Submit grant proposals on behalf of client.
3. **Confidentiality.** PMA understands that in the performance of its duties, PMA's personnel may receive certain non-public information relating to client's business, including sources of revenue and grants and donors and donor lists. By its acceptance of any such material, PMA hereby acknowledges and recognizes the client's ownership rights in and to all of the material, and agrees to respect such ownership rights. PMA, for itself, its employees, and all persons acting in concert with or through PMA, agrees that this material: (a) shall be used by PMA solely for the purpose of performing the duties required under this agreement; (b) shall not be used in any manner that is adverse, detrimental or in competition to or with our client; and (c) shall be kept confidential by PMA.

4. **Conflicts of Interest.** PMA undertook reasonable and customary efforts to determine whether there were any potential conflicts of interest that would prevent PMA from assisting client with the projects described in this engagement. If PMA becomes aware of any such conflict, PMA will discuss the potential conflict with client to determine whether such conflict requires any changes in PMA's representation of client.

5. **Billing Arrangements and Terms of Payment.** Payment of professional fees and expenses are due upon receipt of an invoice. Remit all payments to PMA Consulting, LLC, 338 S. Sharon Amity Road, PMB # 208, Charlotte, NC 28211. Any fees not paid within thirty (30) days will be considered past due and PMA reserves the right to charge interest on any such past due billings at the rate of 18% per annum (1 1/2% per month) until paid.

6. **Modifications to Engagement.** PMA reserves the right to modify any portion of this Agreement should circumstances warrant such changes. PMA will consult with client and both parties must agree prior to making substantive changes.

7. **Termination of Engagement.** Either party may terminate this this agreement with thirty (30) days written notice. Termination of PMA's services does not affect client's responsibility to pay PMA for services rendered and expenses incurred before termination and in connection with an orderly transition of the matter, if applicable.

This agreement is being executed in duplicate originals, one copy being retained by each party.

Cain Center for the Arts

PMA Consulting, LLC

BY: _____
Justin Dionne, Executive Director

BY: _____
Patton McDowell, President

DATE: _____

DATE: _____