



## **Contract for Professional Consulting Services**

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This agreement is made and entered into this 7<sup>th</sup> day of November 2023, by and between **Patton McDowell & Associates, 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 organized and existing under the laws of the state of North Carolina, hereinafter referred to as “CCA” or “Client.”

### **Date of Service**

This agreement encompasses a period of one to two months, depending on the level of consulting services provided.

### **Primary Areas of Consulting Services**

PMA would be pleased to partner with CCA to support the next phase of board and staff engagement. We believe engaging in board and staff development activities will allow CCA leadership to build upon the organization’s continued momentum and ensure board and staff members are serving as strategic partners in support of CCA’s mission to “present quality visual arts, performing arts and social experiences to the Lake Norman region.”

PMA has two tiers of board and staff engagement services for consideration:

#### **1. Tier 1 – Board & Staff Retreat Facilitations + Custom Online Surveys:**

##### **Board Retreat Facilitation**

PMA will plan and facilitate a one day personalized retreat for the CCA Board. Retreat goals include:

- Establish and grow the relationships and synergy of the new board.
- Identify future gaps to target new board members.
- Weave strategic plan ideas/concepts/questions into the discussion.
- Board expectations, responsibilities, and accountability.

##### **Staff Retreat Facilitation**

PMA will plan and facilitate a one day personalized retreat for the CCA Staff. Retreat goals include:

- Establish and grow the relationships and synergy of the staff.
- Provide a clear understanding of CCA’s current internal and external factors, including its strengths, weaknesses, opportunities, and threats.
- Develop a clear and inspiring vision for CCA’s future that aligns with the organization’s mission and strategic objectives. Potential topics to include staff needs assessment, org chart review, identify pinch points, team building and synergy, effective communication, and leadership development.
- Weave strategic plan ideas/concepts/questions into the discussion.

For both retreat facilitations, PMA will achieve these goals through the following initiatives:

- Conduct strategic exercises to build consensus and momentum around mission, vision, culture, and goals.
- Encourage and structure open dialogue exchanges and brainstorming through large and small group discussions and exercises.

### Custom Online Surveys

As part of our engagement, PMA will develop and analyze two separate online surveys tailored for board and staff members. These surveys will aim to gather insights from each participant regarding their roles and their perspective on the organization. The surveys will cover topics such as their understanding of the mission, role clarity, perceptions of the board/staff relationship. These surveys will include both closed-ended and open-ended questions. By administering these surveys prior to the retreats, we will be able to customize the agendas to address specific issues through the data collected.

*Deliverable: Two distinct retreat facilitations, one for the board and one for the staff. Each facilitation will include customized agendas and pre-facilitation online surveys. Following the retreats, PMA will consolidate the feedback received and summarize the survey results in a comprehensive report document for CCA leadership. This report will include graphical representations of the closed-ended survey questions, offering a concise view of trends. It will also feature a thematic analysis of open-ended questions and retreat discussions to provide qualitative insights. Additionally, the survey results will provide specific recommendations for the retreat agendas, and PowerPoint adaptations of survey results will be presented to board and staff members during retreats.*

*Furthermore, the retreat facilitations will help identify two tiers of goals, which will be outlined in the report as actionable next steps for CCA's consideration:*

- **Overarching Top Three Goals** – General and visionary goals for CCA to reach for and keep in mind (e.g., establishing a culture of having the best employee benefits for a company CCA's size, having a board with the highest number of volunteer hours, etc.).
- **FY25 Top Three Goals** – More specific goals for the next fiscal year (FY25) that may feed into the larger visionary goals (e.g., implementing an employee retirement investment option, setting a goal for employees to work no more than 50 hours each week, etc.).

## **2. Tier 2 – Retreat Facilitation, Survey, + Individual Interviews with Board and Staff Members:**

### Individual Interviews with Board and Staff Members

In addition to providing two distinct retreats and online surveys, PMA can conduct interviews with key board and staff leaders (6-8 interviews with individuals identified by leadership, to be conducted via Zoom). PMA would be responsible for developing an interview protocol to further assess the selected board and staff members' perceptions of the organization, board, and staff. These 1:1 interviews can be conducted either before or after the retreat (depending on the questions to be asked, goals of the interviews, etc.); the results of these in-depth conversations will be summarized for CCA leadership in a report that also contains targeted recommendations for the themes/issues raised.

*Deliverable: In addition to summarizing the survey results and retreat discussions and outlining actional next steps as explained in Tier 1, a more in-depth report from the interviews will also be included. In the report, we will summarize the top three strengths and opportunities for improvement and make specific recommendations for future milestones related to the topics.*



## Fees for Services

The fees are as follows:

- Tier 1 (retreats, surveys, and summary report): \$3,500
- Tier 2 (retreats, surveys, 6-8 individual interviews, and summary report): \$4,000

All fees encompass both on- and off-site services and include costs for travel + any material production. In the event that 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 attorney's 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 uncured 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 case 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 Patton McDowell & Associates, 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 ½% 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. **Term and Termination of Engagement.** Either party may terminate 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.
8. **Ethical Principles.** PMA, and any associated contractors, fully adhere to the Association of Fundraising Professional's Code of Ethical Standards and Donor Bill of Rights. By entering into this agreement, the client commits to adhere to these principles as well.

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: \_\_\_\_\_