



AGREEMENT

The Agreement is made on June 25, 2020 between the Borough of Waynesboro (mailing address: P.O. Box 310, Waynesboro, PA 17268) regarding services to be provided to Renfrew Committee, Inc. and The Institute at Renfrew, herein referred to as "Client Organization," and the Pennsylvania Association of Nonprofit Organizations (PANO), whose address is 4801 Lindle Road, Harrisburg, PA 17111, herein referred to as the "Contracting Consultant."

1. Parties.

- The Borough of Waynesboro is the "Client Organization" for the purposes of this contract.
- PANO is the "Contracting Consultant" for the purposes of this contract.
- Strategy Solutions, Inc. is the "Lead Consultant" for the purposes of this contract.

2. Consultation Services

The Lead Consultant and Subcontracting Consultant provide the consulting services on behalf of the Contracting Consultant. These consulting services are described in the attached Project Scope and Deliverables in accordance with the terms and conditions set forth in this Agreement. The Lead Consultant will provide the single point of contact for the Client Organization and will ensure that the full scope of work is completed.

3. Advice as to Contracts

From time to time, the Client Organization may deem it advisable to enter into agreements with other consultants, companies, firms, or associations with regard to these agreements. The Contracting Consultant may assist the Client Organization in the negotiation of the terms and conditions of the agreements. The Contracting Consultant shall have no power to bind the Client Organization to these agreements.

4. Terms of Agreement

This Agreement establishes a contractual relationship starting on June 19, 2020 and ending with the completion of the work included in the attached Project Scope and Deliverables (Attachment A). This work is expected to be wrapped up no later than August 2020. Either party may cancel this Agreement on 30 days' notice to the other party in writing.

5. Payment to Contracting Consultant

The Contracting Consultant will be paid a total of \$3,850 for consulting services. Billing includes a 33% payment due at the signing of the contract (Invoice 1, included as Attachment B), and then monthly invoices based on work schedule as follows:

- Invoice 1: \$1,270.50 (June 2020)
- Invoice 2: \$1,289.75 (July 2020, included as Attachment C)
- Invoice 3: \$1,289.75 (August 2020, included as Attachment D)

Client Organization is not obligated to proceed with all activities listed in Exhibit A and Client Organization is only obligated to compensate Contracting Consultant for work performed, regardless of the payment schedule set forth above.

6. Related Costs

This contract does not include travel expenses. Any that arise will be billed at cost. Research requirements significantly above and beyond the proposed scope may require a change order. Both parties must agree upon additional costs or change orders in advance.

Otherwise, Client Organization bears all costs for its own meetings, conference calls, printing, and similar costs related to this project. The Contracting Consultant bears all costs for ordinary communications, brief travel, and other normal costs for performing its consulting services related to this project.

7. Limited Liability

With regard to the services to be performed by the Contracting Consultant pursuant to the terms of this agreement, the Contracting Consultant shall not be liable to the Client Organization, or to anyone who may claim any right due to any relationship with the Client Organization, for any acts or omissions in the performance of the services on the part of the Contracting Consultant or on the part of the agents or employees of the Contracting Consultant, except when these acts or omissions of the Consultants are due to their willful misconduct or culpable negligence. The Client Organization shall hold the Contracting Consultant free and harmless from any obligations, costs, claims, judgments, attorney's fees, and attachments arising from or growing out of the services rendered to the Client Organization pursuant to the terms of this agreement or in any way connected with the rendering of services, except when the same shall arise due to the willful misconduct or culpable negligence of the Contracting Consultant, and the Contracting Consultant is adjudged to be guilty of willful misconduct or culpable negligence by a court of competent jurisdiction and only to the extent that such liabilities arise from an action that can be properly brought against the Borough as an exception to governmental immunity in accordance with the Political Subdivision Tort Claims Act, 42 Pa.C.S.A. § 8541 et seq. and in accordance with such limits of liability set forth in the Act.

8. Independent Contractor

Both the Client Organization and the Contracting Consultant agree that the Contracting and Lead Consultants will act as independent contractors in the performance of duties under this contract and not as employees of the Client Organization. Accordingly, the Contracting Consultant shall be responsible for payment of all taxes including Federal, State, and local taxes arising out of Contracting Consultant's activities in accordance with this contract, including by way of illustration but not limitation, Federal and State Income Tax, Social Security Tax, Unemployment Insurance Tax, and any other taxes or business license fee as required.

9. Confidential Information

In performing consulting services under this Agreement, the Contracting and Lead Consultants may be exposed to and may be required to use certain "Confidential Information" (as hereinafter defined) of the Client Organization. This contract, the engagement of the Contracting and Lead Consultants by the Client Organization, all information and materials provided by the Client Organization, and the work product of Contracting and Lead Consultants related to this Agreement will all remain confidential and will not be shared with any third party without prior written consent of the Client Organization.

10. Definition

"Confidential Information" means information not generally known and proprietary to the Client Organization or to a third party for whom the Client Organization is performing work, including without limitation, information concerning any patents or trade secrets, confidential or secret designs, processes, formulae, source codes, plans, devices or material, research and development, proprietary software, analysis, techniques, materials, or designs (whether or not patented or patentable), directly or indirectly useful in any aspect of the business of the Client Organization, any vendor names, customer and supplier lists, databases, management systems and sales and marketing plans of the Client Organization, any confidential secret development or research work of the Client Organization, or any other confidential information or proprietary aspects of the

business of the Client Organization. All information which the Contracting Consultant acquires or becomes acquainted with during the period of the Agreement, whether developed by the Contracting Consultant, the Lead Consultant, or by others, which Contracting Consultant has a reasonable basis to believe to be Confidential Information, or which is treated by the Client Organization as Confidential Information, shall be presumed to be Confidential Information.

11. Governing Law

This Agreement will be governed by and interpreted in accordance with the substantive laws of the Commonwealth of Pennsylvania without reference to conflicts of law. In the event of a claim or controversy arising out of this Agreement, the parties hereto consent to the jurisdiction and venue of an appropriate court located in the Commonwealth of Pennsylvania.

12. Remedies

If any action at law or in equity is necessary to enforce or interrupt the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief that may be available.

13. Entire Agreement

This Agreement and the attached Project Scope, incorporated by reference, contain the entire understanding of the parties with respect to the matters herein contained and supersedes all previous agreements and undertakings with respect thereto. This agreement may be modified only by written agreement signed by the parties.

14. Signatures

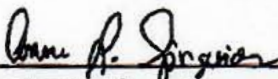
Both the Client Organization and the Contracting Consultant sign and agree to the above contract.


Authorized Signature

Borough of Waynesboro

Printed Name Jason Starns

07/13/2020
Date


Authorized Signature

PA Association of Nonprofit Organizations

June 25, 2020
Date

Printed Name: Anne L. Gingerich, Executive Director

PROJECT SCOPE AND DELIVERABLES

Waynesboro Borough Council, RCI, and The Institute are interested in exploring opportunities to restructure the two nonprofit organizations to ensure the Emma Nicodemus will is honored and that the organizations are operating in accordance to the intended purpose. It is the hope of the Waynesboro Borough Council that these organizations work together to reach an operating agreement that allows the missions of each organization to continue to be fulfilled. While both offer vital programming and support to the community in honor of the will, there has been concern that the creation of two separate nonprofits exercising control of Renfrew is outside of the will and should reach a collaborative restructuring relationship that results in the creation of a single entity. The need to explore opportunities to restructure is also to help minimize confusion in the community and ensure community resources and contributions are maximized to support the continuation of the will.

Strategy Solutions, Inc. (SSI) will work with the Borough and leadership of each organization to conduct an internal and interagency assessment to allow both organizations to have a voice in the restructuring process. SSI will interview the staff and leadership of each organization and work with each entity to develop a Collaboration Committee to participate in all discussions related to restructuring opportunities. At the conclusion of this engagement, SSI will have accomplished the following:

- Educated the boards and key leaders on best practices when considering strategic restructuring, including the preferred process as well as the relationship continuum;
- Conducted individual interviews with members of each organization's staff, leadership, and board;
- Worked with each organization to identify a Collaboration Committee that will represent each organization in any restructuring conversations;
- Recommended an operating and structural model that meets the unique interests of each organization while honoring the will and intended purpose;
- Identified next steps for the group to continue their restructuring conversations.

SSI will perform an internal and interagency assessment, which will include the following:

Timeline	Activity	Cost
Early June 2020	Kickoff meeting with Borough Council, both boards and Executive Directors <ul style="list-style-type: none"> • Provide education on the strategic relationship process, which includes understanding the continuum of relationship opportunities and the role of the Collaboration Committee • Finalize project plan and agree on project milestones • Review interview guide and identify individuals to be part of the interview process 	\$250
June	Conduct individual interviews with: <ul style="list-style-type: none"> • Borough Council Members and Legal Counsel • Institute board & staff members • RCI board and staff members 	\$3,000
June	Work with each agency to identify "Collaboration Committee" members (4 each) <ul style="list-style-type: none"> • Work with leadership to identify Collaboration Committee 	

	<ul style="list-style-type: none"> • Provide education and outreach to identified individuals to explain their role 	
July	<p>Meet with Borough Council and Collaboration Committee members to:</p> <ul style="list-style-type: none"> • Review assessment findings • Review structure and operating model recommendations • Discuss path forward • Determine consulting and legal support needed to effectively implement structure/operating model 	\$600

ATTACHMENT B



INVOICE 1

Date: 6/19/2020

To
Dade Royer
Borough of Waynesboro
P.O. Box 310
Waynesboro, PA 17268

Description	Total
Strategic Restructuring Work with Strategy Solutions, Inc. – Invoice 1 (June 2020)	\$1,270.50

Subtotal	\$1,270.50
Sales Tax	
Total	\$1,270.50

Payment due upon receipt. Please make all checks payable to PANO and mail to: PANO, Attn: Anne Gingerich, 4801 Lindle Road Harrisburg, PA 17111.

Thank you!



ATTACHMENT C INVOICE 2

Date: 7/1/2020

To

Dads Rayer
Borough of Waynesboro
P.O. Box 310
Waynesboro, PA 17268

Description	Total
Strategic Restructuring Work with Strategy Solutions, Inc. – Invoice 2 (July 2020)	\$1,289.75

Subtotal	\$1,289.75
Sales Tax	
Total	\$1,289.75

Payment due by July 30, 2020. Please make all checks payable to PANO and mail to: PANO, Attn: Anne Gingerich, 4801 Lindle Road, Harrisburg, PA 17111.

Thank you!



ATTACHMENT D

INVOICE 3

Date: 8/1/2020

To
Dade Royer
Borough of Waynesboro
P.O. Box 310
Waynesboro, PA 17268

Description	Total
Strategic Restructuring Work with Strategy Solutions, Inc. – Invoice 3 (August 2020)	\$1,289.75

Subtotal	\$1,289.75
Sales Tax	
Total	\$1,289.75

Payment due by August 31, 2020. Please make all checks payable to PANO and mail to PANO, Attn: Anne Gingerich, 4801
Lindle Road, Harrisburg, PA 17111

Thank you!