

Statement of Work

Explore North Park – Operational Management

Sarsis

Overview

This Statement of Work (SOW) is issued pursuant to the consultant services master agreement between North Park Main Street ("client") and Sarsis ("contractor"), effective 03/15/2023 (the "agreement"). This SOW is subject to the terms and conditions contained in the agreement between the parties and is made a part thereof. Any term not otherwise defined herein shall have the meaning specified in the agreement. In the event of any conflict or inconsistency between the terms of this SOW and the terms of this agreement, the terms of this SOW shall govern and prevail.

This SOW # 002 (hereinafter called the "SOW"), effective as of 03/15/2023, is entered into by and between contractor and client, and is subject to the terms and conditions specified below. The exhibit(s) to this SOW, if any, shall be deemed to be a part hereof. In the event of any inconsistencies between the terms of the body of this SOW and the terms of the exhibit(s) hereto, the terms of the body of this SOW shall prevail.

Period of performance

The services shall commence on 03/15/2023 and shall continue for one year. After the first year, there is a possibility of renewing the contract based on performance. Reviewal and negotiation will start at the beginning of 2024.

There is a 90-day probationary period to start. During the probation window either party is able to request adjustments to the SOW.

Fee Schedule

\$2000 per month for services rendered in this SOW unless otherwise agreed to by both parties via the project change control procedure, as outlined within. Fees to be paid at start of the month. A PCR will be issued specifying the amended value.

Scope of Work

- Manage website operations for Explore North Park & North Park Main Street. Including but not limited to web design, SEO, link-checking;
- Develop an online store to be including but not limited to design and implementation;
- Coordinate e-blasts for events & community outreach
- Attend NPMS's monthly promotions meeting.
- Report KPI's to NPMS on a monthly basis and as additionally requested

Contractor Responsibilities

- CC NPMS's Events and/or Marketing Manager on all external communications that relate to Explore or NPMS
- Any assets, images, or materials created relating to this contract are owned by North Park Main Street. Contractor must coordinate with client to provide full access to subject materials, including but not limited to reporting software, pictures, graphics, vector files, raw video;
- The contractor (or an applicable subcontractor) should attend all major North Park events, with in reason and when staffing allows, to collect and publish live content to social media platforms.

Project Change Control Procedure

The following process will be followed if a change to this SOW is required:

- A project change request (PCR) will be the vehicle for communicating change. The PCR must
 describe the change, the rationale for the change, and the effect the change will have on the
 project.
- The designated project manager of the requesting party (contractor or client) will review the proposed change and determine whether to submit the request to the other party.
- Both project managers will review the proposed change and approve it for further investigation or reject it. contractor and client will mutually agree upon any charges for such investigation, if any. If the investigation is authorized, the client project managers will sign the PCR, which will constitute approval for the investigation charges. Contractor will invoice client for any such charges. The investigation will determine the effect that the implementation of the PCR will have on SOW price, schedule and other terms and conditions of the agreement.
- Upon completion of the investigation, both parties will review the impact of the proposed change and, if mutually agreed, a change authorization will be executed.
- A written change authorization and/or PCR must be signed by both parties to authorize implementation of the investigated changes.
- Upon execution of a PCR, all organizations shall be updated of any changes to either SOW

Termination for Convenience

Either party may terminate this Agreement without cause and at any time upon giving 30 days' prior written notice to the other party (each, a termination for "Convenience"). Such termination will be effective on the date stated in the notice.

This contract is agreed upon and executed by:

Name:

4/17/2023

Date:

G: ____

Mark West - Executive Director

04/16/2023

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