

Sarah Goodson | Consultant

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## AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES

**Customer:** Cain Center for the Arts, Cornelius, NC 28031

**Project:** Establishment of Ticket Office Infrastructure & Selection of Ticketing Software

### VERSION CONTROL

VERSION	DATE	DESCRIPTION	BY
0.1	2021.07.09	Initial Draft	S. Goodson
0.2	2021.07.21	Second Draft	S. Goodson
0.3	2021.07.23	Third Draft	S. Goodson

**Statement of Work**

This Statement of Work (SOW) is intended to define the scope of the tasks involved in the proposed engagement.

This SOW comprises Sarah Goodson’s (“the Consultant’s”) estimate of the total effort of professional services and fees associated with the delivery of the Cain Center for the Arts (“the Customer’s”) requested project.

The scope is based upon information obtained from the Customer during meetings held during the discovery process. Based on these meetings, the Consultant has made a number of assumptions regarding, among other things, the proposed timeline, and the availability of resources (i.e., the Consultant and the Customer’s personnel). All assumptions are detailed in the pages that follow.

Any effort that the Customer requires in excess of that which is identified in this SOW is subject to additional fees and will be billed at the Consultants agreed upon daily rate.

**DEPLOYMENT SCHEDULE**

The following outlines the high-level target milestones for the project. Details of these milestones and activities can be found in the next section: *Project Scope and Summary*.

PROJECT MILESTONE	ACTIVITIES	TARGET DATES
Start	Customer Signs Agreement	September 1, 2021
Phase 1:	Kick-Off & Discovery Meeting(s)	Sep. 1 – Oct. 15, 2021
Phase 2:	<ul style="list-style-type: none"> <li>Construction &amp; Circulation of RFI (if deemed necessary)</li> </ul>	+ one (1) month at this point, extending timeline
	Construction, Review, & Approval of RFP	Oct. 15 – Nov. 30, 2021
	Circulation of RFP & Receiving Proposals	Dec. 1, 2021 - Jan. 3, 2022
	Answer Vendor Questions & Perform Vendor Research	Jan. 3 – Feb. 4, 2022
	Review & Score Final RFP Proposals	Feb. 7 – 28, 2022
	Invite Vendors for In-Person Demo <i>Included Travel: 4 days/3 nights</i>	Mar. 1 – 21, 2022
	Negotiate & Sign Contract with Selected Vendor	Mar. 21 – Apr. 1, 2022
Phase 3:	Software Implementation & Data Transfer	Apr. 1 – Jun. 1 2022
	Create Ticket Office Infrastructure Roadmap	
	Assist with description of Ticket Office Director position for hiring process	
End	Project Completion Acceptance	June 1 2022

**Assumptions:**

The above schedule is dependent upon the Customer signing the agreement by the date above or earlier. All dates will be confirmed with the Customer during project kick-off call, and adjusted accordingly. Such dates will be put into writing and signed by Customer and Consultant. This assumes that the Customer will make available all relevant project staff and stakeholders during the project.

**PROJECT SCOPE AND SUMMARY**

The Consultant ensures project completion, described as follows:

**PHASE 1: Deadline October 1, 2021**

*Facilitate the creation of Customer's requirements and boundaries*

Activity	Details	Deadline
1.1. Determine ticket office technology infrastructure, including:	<ul style="list-style-type: none"> <li>a. Networking</li> <li>b. Phone system</li> <li>c. Computer systems</li> <li>d. Office printers/scanners</li> <li>e. Ticket printers</li> <li>f. Ticket stock/design</li> <li>g. Ticket scanners</li> <li>h. Credit card terminals</li> <li>i. Check deposit readers</li> <li>j. Window speakers</li> <li>k. Digital signage/marquee(s)</li> <li>l. Other equipment or technology, as deemed to be necessary</li> </ul>	Oct. 15, 2021
1.2. Determine ticket office banking and accounting infrastructure, including:	<ul style="list-style-type: none"> <li>a. PCI DSS Compliance (credit card compliance)</li> <li>b. Deposit policies and procedures</li> <li>c. Types of currency and credit cards accepted</li> <li>d. Banking credit card gateway and acquirer requirements</li> <li>e. Ticket office safe/security</li> </ul>	
1.3. Determine membership / donation / subscription structure		
1.4. Determine event ticketing pricing and fee structure		
1.5. Determine requirements for integrated systems	<ul style="list-style-type: none"> <li>a. Donation/Development</li> <li>b. Events</li> <li>c. Class Registration</li> <li>d. Marketing</li> <li>e. Other</li> </ul>	
1.6. Determine general ticketing, sales, and office policies		
1.7. Determine access control and security infrastructure		
1.8. Project long term goals for ticket office		

**PHASE 2: Deadline April 1, 2022**

*Guide and implement the ticketing software selection process*

Activity	Details	Deadline
2.1 Market Research - Assist in determining if RFI (Request for Information) is necessary	Conduct industry research based on findings in Phase 1 to determine if RFI process is necessary	Oct. 15, 2021
2.1.1. Compose and circulate RFI	If it is determined that RFI is necessary, compose RFI based on Customer's requirements and circulate RFI to ticketing software vendors.	Nov. 15, 2021
2.2 Compose RFP (Request for Proposal) based on Customer's requirements	Work with selection committee on RFP edits and approvals	Nov. 30, 2021
2.3 Circulate RFP to ticketing software vendors & Receive Vendor Questions/Proposals	Vendors will have one (1) month to provide an initial response and/or present questions	Jan. 3, 2022
2.4 Develop RFP vendor scoring criteria and distribute to Customer's selection committee		Feb. 4, 2022
2.5 Receive and respond to vendor questions & perform vendor research to present to selection committee	Compose RFP Addendum if necessary and distribute to all vendors. Final responses/proposals required by deadline.	Feb. 4, 2022
2.6 Distribute vendor final responses to Customer's selection committee		Feb. 7, 2022
2.7 Facilitate meetings with Customer's selection committee to discuss received proposals and guide in the determination of which vendor to invite to an in-person/virtual demo		Feb. 28, 2022
2.8 Schedule and coordinate meetings between Customer's selection committee and selected vendors for live demos		Mar. 21, 2022
2.9 Facilitate negotiation process between Customer and selected vendor		Apr. 1, 2022
2.10 Facilitate contract signing and implementation		Apr. 1, 2022

**PHASE 3: Deadline June 1, 2022**

*Guide Software & Ticket Office Infrastructure Implementation*

Activity	Details	Deadline
3.1 Assist with ticketing software implementation and data transfers	If data transfers from legacy system are required – Timeline will depend on ticketing software chosen and data migration requirements for each system involved	Jun. 1, 2021
3.2 Create Ticket Office infrastructure roadmap/timeline based on discoveries during Phase 1 and requirements of ticketing system selected	Consultant will provide guidance. Customer will be responsible for implementation	
3.3 Market research and recommendations on Ticket Office policies	Including racial equity and diversity, and accessibility	
3.4 Assist with creating description of Ticket Office Director position for hiring process	Provide guidance on circulation of job posting	

**The Consultant will need;**

- Access to Customer’s preferred virtual meeting platform for scheduling meetings and demos
  - If Customer does not have a preferred platform, Consultant can choose and provide a platform for this project
- Access to Customer’s preferred project management platform (i.e. Trello, Microsoft Teams/Planner, Basecamp, etc.)
  - If Customer does not have a preferred platform, Consultant can choose and provide a platform for this project
- Access to Customer’s IT consultant and/or staff to discuss and plan for technological requirements and implementation
- Access to Customer’s accounting staff and/or executive administration who has banking authority to accurately attain needed information for payment processing systems and PCI DSS Compliance

**PRICING SUMMARY**

**Pricing**

The Consultant Monthly Rate (40 hrs) (for the Scope Defined within this SOW)	\$3,500 USD
Travel Expense: 4 days / 3 nights	\$1,700 USD

**Implementation Costs**

Estimated Months of Effort	9 months
Estimated Professional Services Fee:	\$31,500 USD
Estimated Expenses:	\$1,700 USD
<b>Total Estimated Costs:</b>	<b>\$33,200 USD</b>

**Assumptions:**

- All costs are exclusive of applicable taxes.
- All costs are in USD.
- The fee in this SOW is presented as calculated based on a time and materials estimate. Any changes in scope of effort required by the Customer may necessitate a change in the SOW and a change in the fee stated herein. Any proposed changes to the fee structure will require the Customer’s approval prior to the Consultant performing the changes necessitating the fee change. The Consultant will not invoice in excess of the cost detailed above without prior written approval.
- The Consultant will invoice for professional services on a monthly basis or at the completion of the project (whichever is the first to occur).
- The Expense reimbursement invoices will be issued on a monthly basis if expenses are incurred by the Consultant. Consultant will provide receipts or other verification as requested by the Customer.
- While the Consultant is confident the estimates provided are reasonable based upon the information currently available, changes in assumptions will be documented via change request where necessary. The Consultant will not invoice in excess of these estimates without prior written approval.

**HOLIDAY AND AVAILABILITY CALENDAR**

The Consultant resources are not available on these dates:

<b>Statutory Holidays</b>	<b>USA</b>
Labor Day	Mon, September 6, 2021
Veterans Day	Thu, November 11, 2021
Thanksgiving	Thu, November 25, 2021 <i>Observed: Wed, Nov 24 – Fri, Nov 26, 2021</i>
Christmas Day	Fri, December 24, 2021 <i>Observed: Thu, Dec 23 – Fri, Dec 24, 2021</i>
New Year’s Day	Sat. January 1, 2022 <i>Observed: Fri, Dec 31, 2021</i>
Martin Luther King Jr. Day	Mon, January 17, 2022
Memorial Day	Mon, May 30, 2022
Independence Day	Mon, July 4, 2022
<b>Known Availability Conflicts</b>	
Personal Conflict	Thu, October 21, 2021
International Ticketing Association Conference	January 17 – 21, 2022
Personal Conflict	Wed, June 8, 2022

**CHANGE CONTROL PROCEDURE**

This Change Request process will be used to manage the addition and/or removal of the business and functional requirements that impact the effort to complete the scope of the project as defined in this document.

All change requests that arise during any phase of the project must be submitted in writing by the Customer’s Project Manager (and/or main point of contact) to the Consultant. The Consultant will not act upon any requested change not submitted in writing to the Consultant by the Customer’s Project Manager.

Additional business and functional enhancements and/or development work not explicitly detailed in this document that arise during the project will be deemed out of scope for the project. All changes will be documented within a Change Request Form and sized with regards to work effort and any associated cost. The Change Request will then be submitted to the Customer for sign-off within the timeframe agreed to by both the Consultant’s and the Customer’s Project Managers.

## Agreement

This agreement is made and entered into this \_\_\_\_ day of \_\_\_\_\_ 2021, by and between Sarah Goodson, referred to herein as "Consultant," and the Cain Center for the Arts, referred to herein as "Customer." By signing this document, the Customer and the Consultant agree to the terms of the above-defined Statement of Work and the terms defined hereinafter. This agreement will become binding upon the Customer and the Consultant when both parties have signed this document.

### COMPENSATION AND PAYMENT

Fees for the services defined in this document will be \$33,200. Consultant will invoice the Customer immediately for \$3,500 to initiate the project, followed by invoices of \$3,712.50 on the 1<sup>st</sup> day of each month October 2021 through May 2022. This agreement includes travel expenses for on-site services for one trip at 4 days and 3 nights. Schedule for travel will be determined and agreed upon by and between the Consultant and the Customer by no later than one (1) month prior to scheduled on-site work.

In the event the Customer defaults on the payment of any sums due under this agreement, Customer shall be responsible for reimbursing Consultant for any court costs and/or attorney's fees incurred by Consultant in enforcing her 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, Customer commits to working in partnership with Consultant to effectively execute the agreed upon work plan in a timely manner. This includes Customer providing Consultant access to all persons, data, and information relative to the project; providing adequate support to effectively execute the outlined work plan; and compensating Consultant for all professional fees and expenses incurred under this agreement. In conjunction with the services of Consultant, Customer will be responsible for the success of this engagement. Customer's 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. Consultant will at all times act on Customer's behalf to the best of Consultant's ability. Any expressions on Consultant's part concerning the outcomes of this project are expressions of Consultant's best professional judgment, but are not guarantees. Consultant's opinions are necessarily limited by experience and knowledge of the facts and circumstances presented to Consultant at the time they are expressed.
- 2. Intellectual Property.** The Parties acknowledge that the Customer shall hold all rights proprietary in any work product resulting from the Consulting Services. The Consultant agrees not to claim any such ownership in any intangible property created insofar as to the services provided for the Customer at any time prior to or after the completion and delivery of work to the Customer.
- 3. Confidentiality.** Consultant understands that in the performance of its duties, Consultant may receive certain non-public information relating to Customer's business, including sources of revenue, grants, and donors and donor lists. By its acceptance of any such material, Consultant hereby acknowledges and recognizes the Customer's ownership rights in and to all of the material, and agrees to respect such ownership rights. Consultant, for itself, and all persons acting in concert with or through Consultant, agrees that this material: (a) shall be used by Consultant 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 the Customer; and (c) shall be kept confidential by Consultant.

4. **Conflicts of Interest.** Consultant undertook reasonable and customary efforts to determine whether there were any potential conflicts of interest that would prevent Consultant from assisting Customer with the projects described in this engagement. If Consultant becomes aware of any such conflict, Consultant will discuss the potential conflict with Customer to determine whether such conflict requires any changes in Consultant’s representation of Customer.
5. **Billing Arrangements and Terms of Payment.** Payment of professional fees and expenses are due upon receipt of an invoice. Remit all payments to Sarah Goodson, 1327 Airport Dr., Unit E-15, Tallahassee, FL 32304. Any fees not paid within thirty (30) days will be considered past due and Consultant reserves the right to charge interest on any such past due billings at the rate of 18% per annum (1.5% per month) until paid.
6. **Independent Contractor.** Consultant shall perform duties as an independent contractor and not as an employee. Accordingly, Consultant and Customer each acknowledge and agree that Consultant will not be treated as an employee for purposes of any applicable law covering the employer-employee relationship. Consultant further acknowledges responsibility for Consultant’s own taxation affairs and for the payment of any taxation due in respect of the payment to the Consultant in connection with the provision of Services by the Consultant under this Agreement; and that Consultant understands responsibilities with respect to the payment of these taxes. The Consultant agrees to indemnify the Customer against all losses, costs, demands, damages, expenses and claims howsoever incurred by the Customer in relation to the taxation treatment of the payments made under this Agreement or as a result of a breach by the Consultant of any of the terms of this Agreement.
7. **Modifications to Engagement.** Consultant reserves the right to modify any portion of this Agreement should circumstances warrant such changes. Consultant will follow the *Change Control Procedures* as outlined in this document. Consultant will confer with Customer and both parties must agree prior to making substantive changes.
8. **Termination of Engagement.** Either party may terminate this agreement with thirty (30) days written notice. Termination of Consultant’s services does not affect Customer’s responsibility to pay Consultant for services rendered and expenses incurred before termination and in connection with an orderly transition of the matter, if applicable.

**ACCEPTED AND AGREED:**

IN WITNESS WHEREOF, Consultant and Customer have duly executed and delivered this Agreement as of the day and year set forth below.

<b>Sarah Goodson</b>	<b>Cain Center for the Arts</b>
By: _____ Sarah Goodson, Consultant	By: _____ Justin Dionne, Executive Director
_____ (Date)	_____ (Date)