



Social Media Coordinator Contract Agreement

This contract is a legally binding service agreement between Tony Barthel ("Contractor") and Visit Ukiah and the Mendocino County Tourism Commission ("Clients"); entered on November 1, 2016 for the services as a contract Social Media Coordinator for both organizations.

This agreement in no way obligates either organization to provide employment or employment benefits to the Contractor, but a scope of work detailed below.

SERVICES

The Contractor will fulfill all the duties as described below:

- Developing monthly social media calendars for both Visit Ukiah and the Mendocino County Tourism Commission
- Regularly post for:
 - **Mendocino County Tourism Commission**
 - Facebook
 - (3) three posts per week
 - Twitter
 - (3) three posts per week
 - Instagram
 - (1) one post per week
 - Pinterest
 - (1) one post per month
 - YouTube
 - Regular monthly maintenance & usage of video content in other social media channels
 - **Visit Ukiah**
 - Facebook
 - (2) two posts per week
 - Twitter
 - (2) two posts per week
 - Instagram
 - (1) one post per week
 - Pinterest
 - (1) one post per month
 - YouTube
 - Regular monthly maintenance & usage of video content in other social media channels
- Monitor social channels for questions and messages



- Read and respond to questions consistently in the Visit Ukiah and Mendocino County Tourism Commission voices within 24-hours
- Monitor social channels for high-quality content to be shared
- Explore and share new social opportunities as they arise
- Track results and provide monthly social media reporting for both Visit Ukiah and the Mendocino County Tourism Commission
 - Key performance indicators
 - Regular assessment of social demographic and overall content strategy for Engagement
- Assist in the implementation of up to (4) four contests total for both organizations annually
- Live coverage of up to (2) two Ukiah and (3) three county-wide events
 - Admissions will be covered by the respective organizations
 - Mileage will be reimbursed at the current IRS rate
- Participate in regular marketing and/or organizational meetings (as agreed upon) with participation either over the phone or in-person (no mileage reimbursement)
- Perform other such duties as may be assigned by the Executive Director, Visit Ukiah Administrator and/or Marketing & Communications Coordinator

AGREEMENT

Whereas the Contractor will perform a myriad of services designed to boost the social media presence, growth and engagement of the Clients.

The Contractor will provide a monthly invoice to the Mendocino County Tourism Commission by the last day of each month in-order-to process monthly payments. Whereas the Clients will compensate the Contractor for said services by paying a monthly fee of \$2,000 due by the 5th day of each month after receipt of invoice and services have been rendered for at least 30 days.

In the event the Clients fails to pay the Contractor by 5:00pm (PST) on the 10th of the month, the Contractor may cease services without penalty until payment is received. Once payment for the period has been made in full, the Contractor will resume provisional services. Should a suspension of services occur, the complete payment will be necessary to resume services.

Account Authorization

The Contractor is authorized by the Clients to assume the identity of the Clients in all social media interactions on the internet including, but not limited to, status updates, online forum discussions, message board posts, comments and responses to user comments and messages.

Rights to Created Content

The Clients will retain the right to all content created by the Contractor for the Clients, while under contract. The Clients may not distribute for profit any content created by the Contractor for the Clients, while under contract, without the written consent of the Contractor.



The Contractor will use discretion and not share any content and/or marketing plans or strategies with other clients or destinations.

Liability Waiver

Establishing a social media presence and initiating a two-way flow of communication between the Clients and the public can have unintended consequences on the Clients' reputation. Should this occur, the Clients may waive their right to hold the Contractor responsible for any damage and/or liability that may arise from the Contractor's actions on behalf of the Clients.

If, at any time, the Clients do not agree with the actions taken by the Contractor on its behalf, they must notify the Contractor in writing. If the Contractor receives such a communication, the Contractor will take appropriate actions by posting a retraction, apology or other agreed upon communications across all affected platforms within (24) twenty-four hours.

If the communications by the Contractor result in an extreme degradation of either one of the Client's reputations, this may result in the immediate termination of the contract agreement. This must be completed in writing and signed by the Clients under the contract.

Confidentiality

The existence, nature, terms and conditions of this Agreement are strictly confidential and shall not be disclosed by the Contractor in any manner or form, directly or indirectly, to any person or entity under any circumstances.

Further, the Contractor shall not discuss, comment upon, disparage, or disclose any information, in any manner or form, directly or indirectly, to any person or entity, about:

- the Clients;
- Client's officers, directors, shareholders, agents, other employees, or other representatives;
- any aspect of Client's business or operations; and
- any aspect of Contractor's agreement with Clients.

The Contractor shall not assist, or cooperate with, any other person or entity in committing any act which, if committed by the Contractor, would constitute a violation of this section.

Any violation of this section shall be deemed a material breach of this agreement by the Contractor and will result in the immediate termination of the agreement.



Amendments & Addendums

This contract is to be considered complete and final. In the event mutually agreed upon amendments and addendums are needed to be added to the existing contract, they can be done so in writing and signed by all parties involved in a separate document.

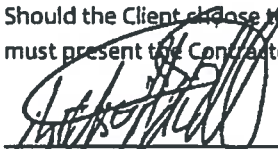
TERMS

The Contractor will render services to the Client November 1, 2016 through December 31, 2016 with the option to extend the contract into 2017.

During this time, the Contractor will be responsible for the social media maintenance for both Visit Ukiah and the Mendocino County Tourism Commission portion of the agreement stated under Services of the agreement.

Once the initial contract term has transpired, either party may opt to conclude the agreement without penalty. Otherwise, the two parties may extend the existing agreement in (30) thirty-day increments or propose a new extended contract.

Should the Client choose to terminate the contract without cause prior to the end of the initial term, the Client must present the Contractor with a (30) thirty-day written notice of termination.



Tony Barthel, Contract Social Media Coordinator

November 1, 2016

Date



Shannon Riley, Visit Ukiah Administrator

11/1/16

Date



Brent Haugen MCTC Executive Director

11/1/16

Date