

### **Social Media Coordination Services Agreement**

The Board of Directors of Mendocino County Tourism Commission, Inc. (MCTC) hereby agrees to retain Brendan McGuigan (“Contractor”), together referred to as the “Parties,” to provide social media posting and coordination-related services. This agreement sets forth the terms and conditions of such retention.

1. **SCOPE OF AGREEMENT:** This agreement will begin on July 1, 2020 and will end on June 30, 2021, unless cancelled by mutual agreement of the Parties or terminated pursuant to Paragraph 8. This agreement will be for a term of 6 months. Any extension of this Agreement beyond June 30, 2021 shall be by mutual agreement between the Parties.
2. **RELATIONSHIP OF PARTIES:** This Agreement does not create any employment, partnership, joint venture, or similar relationship whatsoever between the parties. Contractor agrees and acknowledges that he is solely responsible for complying with all federal and state income tax rules and requirements in connection with this engagement.
3. **SERVICES:** Contractor agrees to perform, in a competent manner, the services under the Scope of Work that is part of this Agreement. Contractor shall use independent skill and judgment as to the manner and means of performing services under this Agreement in consultation with designated parties. Contractor shall provide the services for which Contractor is engaged to the reasonable satisfaction of MCTC. Contractor shall supply a status report when requested.
4. **COMPENSATION:** MCTC agrees to pay Contractor the sum of Two Thousand Five Hundred Dollars (\$2,500) plus reimbursement for any expenses incurred by Contractor during said month to carry out the work as described in the Scope of Work, hereto attached and made part of this Agreement.
5. **PAYMENT BY MCTC:** MCTC agrees to pay Contractor all compensation due within ten (10) days of receipt of Contractor’s invoice and expense report for the previous month worked.
6. **TIME OFF:** During the term of this agreement, Contractor may take time off without compensation by MCTC and without performance expectations. Time Off shall be defined as a time period in which Contractor shall not be obligated to respond to inquiries and requests received by phone or email (performance expectations).
7. **TERMINATION:** Either MCTC or Contractor may terminate this agreement in writing, for any reason whatsoever, provided that the terminating party gives sixty (60) days written notice to the other party.

8. **EXPENSES:** Contractor shall be compensated for mileage at the prevailing federal rate for any official MCTC travel. Any travel outside of Mendocino County must be approved by the Executive Director or their designee. Additionally, Contractor shall be reimbursed for any other expenses incurred in providing the services outlined in the Scope of Work and for any expenses incurred when representing MCTC at miscellaneous events, approved by the MCTC ED prior to attendance. Contractor shall keep a monthly expense report that Contractor will submit to the MCTC ED for approval and reimbursement.
9. **ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement between the parties relating to the provision of services by Contractor to MCTC and supersedes all prior or contemporaneous oral or written agreements concerning this subject matter. The terms of this Agreement will govern all consulting services undertaken by Contractor for MCTC.

**This Services Agreement is entered into this day of June 30, 2020**

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Mendocino County Tourism Commission, Inc.

  
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Brendan McGuigan, Contractor