



Agenda

Visit Morro Bay Board of Directors

Visit Morro Bay Board of Directors Agenda

Wednesday July 28, 2021

9:00 am – 10:30 am

Virtual via Zoom

<https://us05web.zoom.us/j/2816446915?pwd=M0QwU2o3bnhvWnZyQ2RuNIY4RytPUT09>

Meeting ID: 281 644 6915 Passcode: 2021

Call-In Phone Number: 1(669)900-6833

1. CALL TO ORDER

2. PUBLIC COMMENT (On Non-Agenda Items)

ANNOUNCEMENTS	M. Wambolt
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EXECUTIVE DIRECTOR REPORT	M. Wambolt
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3. Executive Director Report

Staff will provide an update on current projects, reporting and areas of focus for the months ahead

CONSENT AGENDA – motion required	M. Wambolt
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4. Approval of July 1, 2021 Board of Directors Meeting Minutes (5 mins)

BUSINESS ITEMS & DISCUSSIONS	M. Wambolt
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5. Mental Marketing Summer Campaign Update

Mental Marketing will give an update on the summer campaign and future programs.

6. Visit Morro Bay Strategic Plan – Coraggio Group Proposal – motion required

Staff will request approval to fund Coraggio Group's strategic plan proposal in the current fiscal year.

7. Visit Morro Bay and City of Morro Bay TBID Contract – motion required

Board of Directors will review City of Morro Bay and Visit Morro Bay's TBID contract and will consider a recommendation for approval.

8. Executive Director Contract Approval – motion required

Board of Directors will review Executive Director's contract and will consider a recommendation for approval.

9. Visit Morro Bay Marketing RFP Update and Timing Discussion

Staff will provide an update on the 2021-23 Marketing RFP and will discuss with Board timing of RFP

10. Visit Morro Bay Board of Directors Meeting Schedule

Staff will present Board of Directors with potential meeting schedule for FY2021-22

11. Update of funds previously allocated for City trash service

Staff will update the Board on the City trash service and consideration for the \$10,000 allocation of the TBID funds as was previously committed to the City in March 20201 by previous TBID board.

12. Declaration of Future Agenda Items

13. Next Board of Directors meeting

ADJOURN.

Brown Act Notice: Each speaker is limited to two minutes of public comment for items not on the agenda. Public comment for each agenda item will be called for separately and is also limited to 2 minutes per speaker. State law does not allow the Board of Directors to discuss or take action on issues not on the agenda, except that members of the Board may briefly respond to statements made or questions posed by the person giving public comment. Staff may be directed by the Board to follow-up on such items and/or place them on the next Board agenda. The order of agenda items is listed for reference and items may be taken in any order deemed appropriate by the Board.

ADA Notice: Meeting facilities are accessible to persons with disabilities. If you require special assistance to participate in the meeting, notify Taylor Slauson at (805) 225-7411 at least 48 hours prior to the meeting.

Account	Account Description	Adopted Budget	Budget Amendments	Amended Budget	Current Month Transactions	YTD Encumbrances	YTD Transactions	Budget - YTD Transactions	% Used/ Rec'd
Fund 007 - MBT-BID									
REVENUE									
Department 3510 - Accounting & Treasury									
3064	Transient Occupancy Tax	550,000.00	.00	550,000.00	133,706.73	.00	916,549.20	(366,549.20)	167
Department 3510 - Accounting & Treasury Totals		\$550,000.00	\$0.00	\$550,000.00	\$133,706.73	\$0.00	\$916,549.20	(\$366,549.20)	167%
REVENUE TOTALS		\$550,000.00	\$0.00	\$550,000.00	\$133,706.73	\$0.00	\$916,549.20	(\$366,549.20)	167%
EXPENSE									
Department 3170 - Promotion & Advertising									
4110	Regular Pay	.00	.00	.00	528.00	.00	528.00	(528.00)	+++
4310	Part-Time Pay	22,880.00	.00	22,880.00	2,706.00	.00	34,309.00	(11,429.00)	150
4599	Other Pay	.00	.00	.00	.00	.00	880.00	(880.00)	+++
4910	Employer Paid Benefits	1,300.00	.00	1,300.00	130.85	.00	5,168.54	(3,868.54)	398
5301	General Office Supplies	1,000.00	.00	1,000.00	.00	.00	.00	1,000.00	0
5302	Copying Supplies	2,000.00	.00	2,000.00	.00	.00	.00	2,000.00	0
5305	Forms Printing	500.00	.00	500.00	.00	.00	.00	500.00	0
6105	Consulting Services	14,000.00	.00	14,000.00	12,865.00	.00	74,575.00	(60,575.00)	533
6106	Contractual Services	.00	.00	.00	2,761.25	.00	7,780.00	(7,780.00)	+++
6107	Promotion & Advertising	.00	.00	.00	1,625.00	.00	1,625.00	(1,625.00)	+++
6114	Community Event Support	8,000.00	.00	8,000.00	.00	.00	.00	8,000.00	0
6118	Promotion - Media	1,000.00	.00	1,000.00	.00	.00	.00	1,000.00	0
6119	Promotion - Other	.00	.00	.00	.00	.00	9,648.52	(9,648.52)	+++
6124	Advertising Sponsorships	27,200.00	.00	27,200.00	.00	.00	6,150.00	21,050.00	23
6125	Professional Development	.00	.00	.00	.00	.00	1,835.69	(1,835.69)	+++
6127	Digital Media	214,000.00	.00	214,000.00	20,251.96	.00	35,644.46	178,355.54	17
6128	Out of Home Media	6,600.00	.00	6,600.00	500.00	.00	6,500.00	100.00	98
6129	Digital Services	58,000.00	.00	58,000.00	3,590.00	.00	45,510.00	12,490.00	78
6130	Digital Assets	1,000.00	.00	1,000.00	.00	.00	.00	1,000.00	0
6199	Other Professional Services	.00	.00	.00	.00	.00	140.00	(140.00)	+++
6201	Telephone	.00	.00	.00	15.76	.00	363.79	(363.79)	+++
6220	Postage	100.00	.00	100.00	139.23	.00	155.23	(55.23)	155
6519	Association Membership	1,200.00	.00	1,200.00	.00	.00	425.00	775.00	35
Department 3170 - Promotion & Advertising Totals		\$358,780.00	\$0.00	\$358,780.00	\$45,113.05	\$0.00	\$231,238.23	\$127,541.77	64%
Department 7710 - Interfund Transactions									
8501	Transfers Out	25,827.00	.00	25,827.00	4,323.48	.00	32,916.74	(7,089.74)	127
Department 7710 - Interfund Transactions Totals		\$25,827.00	\$0.00	\$25,827.00	\$4,323.48	\$0.00	\$32,916.74	(\$7,089.74)	127%
EXPENSE TOTALS		\$384,607.00	\$0.00	\$384,607.00	\$49,436.53	\$0.00	\$264,154.97	\$120,452.03	69%
Fund 007 - MBT-BID Totals									
REVENUE TOTALS		550,000.00	.00	550,000.00	133,706.73	.00	916,549.20	(366,549.20)	167%
EXPENSE TOTALS		384,607.00	.00	384,607.00	49,436.53	.00	264,154.97	120,452.03	69%
Fund 007 - MBT-BID Totals		\$165,393.00	\$0.00	\$165,393.00	\$84,270.20	\$0.00	\$652,394.23	(\$487,001.23)	

Grand Totals								
REVENUE TOTALS	550,000.00	.00	550,000.00	133,706.73	.00	916,549.20	(366,549.20)	167%
EXPENSE TOTALS	384,607.00	.00	384,607.00	49,436.53	.00	264,154.97	120,452.03	69%
Grand Totals	\$165,393.00	\$0.00	\$165,393.00	\$84,270.20	\$0.00	\$652,394.23	(\$487,001.23)	

From: Pacific Leisure Marketing

Date: 7-12-2021

Subject: MorroBay.org Organic Search Report for June 2021

Overview & Summary:

I am still working with the direction to focus on what visitors to the website were using as search terms.

Top 5 Search Queries for June 2021

Top queries	Clicks	Impressions	CTR	Position
morro bay	3892	73851	5.27%	2.38
morro dunes rv park	568	3660	15.52%	1.75
things to do in morro bay	552	4475	12.34%	3.93
morro bay california	360	6726	5.35%	2.47
morro bay farmers market	202	1067	18.93%	2.45

NOTE - again this month the search phrase “morro bay” continues to dominate clicks with a good click through rate (CTR) of 5.27% for a search phrase with almost 74,000 monthly searches. This is again more than 5,000 searches than last month. For complete search query results see accompanying spreadsheet.

Also attached is the search position rankings report covering the month. The report is similar in search positions when compared to last month’s report. There are 10 keyword phrases that are ranked #1 in search results. This is up one from the prior month’s report. 22 of the 40 keyword phrases that we track are in the top 10 search results, this is down 1 when compared to last month. There has been some upward movement in the top 10 results. The key searches for hotel keywords are checking in at #10 & #11 Searches for morro bay lodging are in the #5 position, while morro bay accommodations is holding on at #11. All of these search phrases present with some fairly high search volume.

NOTE: The SEMrush keyword positioning report is now only exporting the most current week of data.

This month’s Session Master Report closes out the fiscal year. Always a good time to look at the complete Y/Y comps. We must keep in mind that 4 months of the prior fiscal year contained the worst of the Covid numbers. The first four months of the current fiscal year was also affected with the Covid numbers but not nearly as drastic as the end of FY 19/20. With all that said, FY 20/21 posted a modest 5.45% gain in visitor sessions over FY 10/20. This gain was produced on the substantial increase in Organic Search Traffic. The Y/Y comp shows an 86,461 increase in Organic Searches. This was offset with the decrease in the other three major traffic sources – Direct, Referral & Social. Combined, they brought a decrease of 62,181 visitor sessions to the table. This resulted in the modest increase as noted above in Y/Y sessions comp. The conclusion that with all things considered the direction is that the numbers are improving and the future is looking pretty solid moving forward.

Thanks,

Rick

		July	August	September	October	November	December	January	February	March	April	May	June
2017-18	OCC	84.10%	75.10%	71.80%	66.10%	57.60%	53.00%	46.00%	56.60%	59.10%	65.70%	62.60%	75.30%
	ADR	\$168.71	\$151.94	\$143.78	\$129.18	\$118.36	\$112.42	\$99.35	\$114.76	\$120.44	\$128.92	\$136.41	\$154.72
	RevPar	\$141.87	\$114.18	\$103.21	\$85.44	\$68.23	\$59.58	\$45.74	\$65.00	\$71.24	\$84.67	\$85.40	\$116.45
2018-19	OCC	84.90%	80.00%	73.20%	67.20%	61.20%	50.00%	46.90%	51.50%	59.80%	73.60%	64.20%	76.00%
	ADR	\$170.94	\$163.86	\$147.74	\$132.49	\$125.74	\$118.78	\$105.63	\$114.34	\$119.93	\$133.98	\$138.82	\$158.74
	RevPar	\$145.17	\$131.11	\$108.11	\$89.00	\$76.95	\$59.44	\$49.57	\$58.91	\$71.73	\$98.62	\$89.18	\$120.63
2019-20	OCC	80.20%	77.20%	73.10%	69.40%	60.80%	49.80%	52.90%	58.50%	32.00%	19.50%	39.50%	57.50%
	ADR	\$176.70	\$166.54	\$144.12	\$132.90	\$126.33	\$117.23	\$104.67	\$119.19	\$102.59	\$74.26	\$119.98	\$148.75
	RevPar	\$141.79	\$128.49	\$105.30	\$92.28	\$76.80	\$58.42	\$55.38	\$69.78	\$32.85	\$14.46	\$47.42	\$85.46
2020-21	OCC	63.20%	66.90%	65.30%	63.40%	48.80%	31.30%	40.20%	52.40%	64.00%	67.60%	64.60%	76.40%
	ADR	\$167.99	\$168.19	\$162.39	\$155.34	\$138.35	\$111.28	\$113.78	\$130.74	\$137.06	\$164.04	\$173.79	\$193.61
	RevPar	\$106.23	\$112.56	\$106.00	\$98.46	\$67.49	\$34.81	\$45.69	\$68.53	\$87.69	\$110.91	\$112.21	\$147.94

TOT YR	Total Receipts (A)	Tax (B)	OCC (C)	VR Receipts (F)	VR Tax (G)	TBID Funds
JUNE						
2021		\$0.00			\$0.00	
2020	\$2,165,013.85	\$216,506.00	60.00%	\$501,444.39	\$50,144.34	\$79,993.75
2019	\$2,989,564.00	\$298,956.00	77.00%	\$662,429.00	\$66,242.00	\$109,559.79
2018	\$2,787,842.00	\$278,784.00	74.00%	\$585,794.00	\$58,579.00	\$101,209.08
JULY						
2021		\$0.00			\$0.00	\$0.00
2020	\$2,925,922.39	\$292,592.24	69.00%	\$791,419.59	\$79,141.96	\$111,520.26
2019	\$3,704,864.00	\$370,486.40	82.00%	\$872,387.42	\$87,238.74	\$137,317.54
2018	\$3,802,709.59	\$380,270.96	84.00%	\$811,011.39	\$81,101.14	\$138,411.63
AUGUST						
2021		\$0.00			\$0.00	\$0.00
2020	\$3,180,851.92	\$318,085.19	65.00%	\$857,067.82	\$85,706.78	\$121,137.59
2019	\$3,326,675.74	\$332,667.57	73.00%	\$684,657.73	\$68,465.77	\$120,340.00
2018	\$3,503,229.31	\$350,322.93	81.00%	\$696,156.62	\$69,615.66	\$125,981.58

**CITY OF MORRO BAY
TRANSIENT OCCUPANCY SUMMARY
FISCAL YEAR 2020/21**

	(A)	(B)	(C)		(D)	(E)	(F)	(G)	(H) (B+E+G)		
	MOTEL RECEIPTS	MOTEL TAX COLLECTED	OCC RATE	MOTEL #RMS	TRAILER PARK RECEIPTS	TRAILER PARK TAX COLLECTED	VACATION RENTAL RECEIPTS	VACATION RENTAL TAX COLLECTED	CITY TOT COLLECTED	COUNTY TMD	MTBID
JULY	\$2,925,922.39	\$292,592.48	69%	921	\$323,888.26	\$32,388.83	\$791,419.59	\$79,166.98	\$404,148.28	\$55,204.25	\$111,088.90
AUGUST	\$3,180,851.92	\$318,085.20	65%	924	\$314,105.97	\$31,410.60	\$857,067.82	\$85,766.53	\$435,262.32	\$62,464.67	\$120,747.14
SEPTEMBER	\$2,689,756.37	\$268,975.61	66%	923	\$301,916.46	\$30,191.65	\$677,500.92	\$67,749.48	\$366,916.74	\$53,354.07	\$100,875.84
OCTOBER	\$2,474,230.44	\$247,722.45	62%	920	\$261,669.65	\$26,166.97	\$610,673.70	\$61,145.22	\$335,034.64	\$50,717.31	\$92,436.71
NOVEMBER	\$1,546,218.17	\$154,621.78	48%	918	\$241,822.84	\$24,182.29	\$595,259.71	\$60,005.04	\$238,809.11	\$35,300.88	\$64,689.77
DECEMBER	\$850,071.18	\$85,015.79	28%	923	\$91,804.45	\$9,180.45	\$377,635.20	\$37,764.37	\$131,960.61	\$19,741.56	\$36,848.97
JANUARY	\$1,065,538.40	\$106,554.14	38%	926	\$67,110.93	\$6,711.09	\$333,313.73	\$33,331.41	\$146,596.64	\$22,066.89	\$41,964.72
FEBRUARY	\$1,486,924.83	\$148,692.05	49%	929	\$189,117.62	\$18,911.67	\$308,737.12	\$30,873.51	\$198,477.22	\$36,616.54	\$53,508.59
MARCH	\$2,147,846.01	\$214,793.31	62%	922	\$235,955.75	\$23,595.58	\$497,650.32	\$49,965.52	\$288,354.40	\$43,772.54	\$79,369.61
APRIL	\$2,634,030.21	\$263,372.01	67%	929	\$278,201.33	\$27,820.13	\$642,454.38	\$64,845.38	\$356,037.52	\$53,193.53	\$98,382.43
MAY	\$2,827,885.50	\$282,788.85	65%	930	\$284,513.08	\$28,451.31	\$584,995.04	\$58,528.41	\$369,768.57	\$55,244.79	\$102,236.33
JUNE	\$0.00	\$0.00	0%	920	\$0.00	\$0.00	\$18,981.15	\$1,898.06	\$1,898.06	\$260.71	\$569.42
	\$23,829,275.42	\$2,383,213.66			\$2,590,106.34	\$259,010.55	\$6,295,688.68	\$631,039.88	\$3,273,264.10	\$487,937.73	\$902,718.43

**CITY OF MORRO BAY
TRANSIENT OCCUPANCY SUMMARY
FISCAL YEAR 2019/20**

	(A)	(B)	(C)		(D)	(E)	(F)	(G)	(H) (B+E+G)		
	MOTEL RECEIPTS	MOTEL TAX COLLECTED	OCC RATE	MOTEL #RMS	TRAILER PARK RECEIPTS	TRAILER PARK TAX COLLECTED	VACATION RENTAL RECEIPTS	VACATION RENTAL TAX COLLECTED	TOTAL TAX COLLECTED	TMD	MTBID
JULY	\$3,704,864.00	\$370,486.40	82%	910	\$296,197.41	\$29,619.74	\$872,387.42	\$87,238.74	\$487,344.88	\$48,640.02	\$109,915.84
AUGUST	\$3,326,675.74	\$332,667.57	73%	909	\$221,855.72	\$22,185.57	\$684,357.73	\$68,435.77	\$423,288.92	\$42,318.89	\$99,800.27
SEPTEMBER	\$2,633,389.73	\$263,338.97	73%	907	\$232,420.49	\$23,242.05	\$476,230.41	\$47,623.04	\$334,204.06	\$33,420.41	\$78,233.81
OCTOBER	\$2,272,012.87	\$227,201.29	68%	918	\$196,043.93	\$19,604.39	\$430,966.27	\$43,096.63	\$289,902.31	\$28,990.23	\$68,160.39
NOVEMBER	\$1,755,815.97	\$175,581.60	56%	917	\$181,599.77	\$18,159.98	\$379,056.55	\$37,905.66	\$231,647.23	\$23,164.72	\$52,326.40
DECEMBER	\$1,409,204.60	\$140,920.46	42%	924	\$157,652.55	\$15,765.26	\$423,644.55	\$42,364.46	\$199,050.17	\$19,905.02	\$41,958.06
JANUARY	\$1,323,681.89	\$132,368.19	49%	921	\$150,090.70	\$15,009.07	\$294,781.80	\$29,430.66	\$176,807.91	\$17,685.54	\$39,462.64
FEBRUARY	\$1,538,055.38	\$153,850.11	54%	923	\$156,825.87	\$15,682.59	\$259,945.30	\$25,994.53	\$195,527.22	\$19,543.77	\$48,180.54
MARCH	\$798,308.34	\$79,830.87	31%	923	\$100,010.03	\$10,001.00	\$152,704.07	\$15,671.40	\$105,503.27	\$10,534.30	\$26,004.60
APRIL	\$269,499.95	\$26,905.40	16%	913	\$36,086.04	\$3,608.60	\$24,920.11	\$2,492.01	\$33,006.01	\$3,304.81	\$8,469.56
MAY	\$995,882.52	\$99,590.55	40%	927	\$27,153.36	\$2,715.34	\$68,028.73	\$6,802.96	\$109,108.84	\$10,890.15	\$31,188.85
JUNE	\$2,165,013.85	\$216,506.00	60%	920	\$279,451.14	\$27,945.11	\$501,444.39	\$50,144.34	\$294,595.44	\$28,927.94	\$76,218.05
	\$22,192,404.84	\$2,219,247.39			\$2,035,387.01	\$203,538.70	\$4,568,467.33	\$457,200.18	\$2,879,986.27	\$287,325.80	\$679,919.00



Minutes

Visit Morro Bay Board of Directors

Visit Morro Bay Board of Directors Minutes

Thursday, July 1, 2021

8:00 am – 9:30 am

Virtual via Zoom

<https://us02web.zoom.us/j/82812474284?pwd=VFBGVGNoNkFRRjFHTmFwZTEhUT09>

Meeting ID: 828 1247 4284 Passcode: 974690

Call-In Phone Number: 1(669)900-6833 or 1 (408)638-0968

1. CALL TO ORDER: Michael Wambolt

PRESENT (VIA VIDEOCONFERENCE): Steve Allen, Amish Patel, Joan Solu, Val Seymour, Sarah Maggelet, Chris Kosetcka, Scott Collins

STAFF PRESENT: Michael Wambolt, Taylor Slauson

Call to Order at 8:03am

2. PUBLIC COMMENT (On Non-Agenda Items)

None.

ANNOUNCEMENTS	M. Wambolt
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3. Brown Act Guidelines Reminder (5 mins)

NEW BOARD ESTABLISHMENT - Civitas will handle this item.	M. Wambolt
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4. Appoint Board Members (20 mins)

Civitas will appoint the new board of directors

5. Adopt Morro Bay Tourism Improvement District Bylaws (10 mins) – motion required

ACTION: Moved by Civitas representative, Nichole Farley, to adopt the Morro Bay Tourism Improvement District Bylaws as presented.

Motion carried: 7:0

6. Establishment of Officers (10 mins) – motion required

ACTION: Moved by Civitas representative, Nichole Farley, to approve the establishment of officers as discussed.

- Amish Patel, Board Chair
- Steve Allen, Board Vice Chair
- Sarah Maggelet, Board Secretary
- Scott Collins, Board Treasurer

Motion carried: 7:0

7. Approval of June 17, 2021 MBTBID Advisory Board Meeting Minutes (5 mins)

ACTION: Moved by Patel to approve the June 17, 2021 MBTBID Board Meeting Minutes at the next meeting.

Motion carried: 7:0

BUSINESS ITEMS, UPDATES, & DISCUSSIONS**M.Wambolt****8. Visit SLO CAL Asset Development & Distribution Co-op (20 min) – motion required**

Staff will request approval to fund Asset Development and Distribution Co-op beginning in the current fiscal year.

Visit SLO CAL's CMO Cathy Cartier will be present to answer questions and give highlights of the co-op. Cathy has a hard stop at 9.30am.

Public Comment – None.

Board Discussion.

ACTION: Moved by Solu, seconded by Kosetcka to approve the Visit SLO Cal Co-op asset development options one and three as presented.

**Motion carried: 6:1
Seymour opposed.**

9. Visit SLO CAL EDI Audience & Asset Alignment Study and Visitor Profile Study (10 min) – motion required

Staff will request approval to fund an EDI Audience & Asset Alignment Study and Visitor Profile Study beginning in the current fiscal year

Public Comment – None.

Board Discussion.

ACTION: Moved by Maggelet, seconded by Solu to approve the staff request for funds to participate in Visit SLO Cal's alignment and profile study.

**Motion carried: 6:1
Kosetcka opposed.**

10. Executive Director Staffing – motion required

Board of Directors will discuss and consider the approval of Executive Director candidate Michael Wambolt's terms of employment

Public Comment – None.

Board Discussion.

ACTION: Moved by Collins, seconded by Seymour to approve Executive Director candidate Michael Wambolt's terms of employment

Motion carried: 7:0

11. Mechanics Bank New Account/Signature Update – motion required

Staff will request approval of new bank account at Mechanics Bank in Morro Bay and Signature Card.

Public Comment – None.

Board Discussion.

ACTION: Moved by Allen, seconded by Maggelte to approve the new bank account at Mechanics Bank.

Motion carried: 7:0

12. Visit Morro Bay Strategic Plan – Coraggio Group Proposal – motion required

Staff will request approval to fund Coraggio Group's strategic plan proposal in the current fiscal year.

ACTION: Moved by Allen, seconded by Maggelte to discuss this item at the next meeting.

Motion carried: 7:0

13. Declaration of Future Agenda Items

None.

14. Next Board of Director's meeting – Options - July 28, 2021 or July 29, 2021 – 9:00am

Next Board of Director's meeting will be held on July 28, 2021 at 9:00am.

ADJOURN.

Adjourned at 10:01am.

Brown Act Notice: Each speaker is limited to two minutes of public comment for items not on the agenda. Public comment for each agenda item will be called for separately and is also limited to 2 minutes per speaker. State law does not allow the Board of Directors to discuss or take action on issues not on the agenda, except that members of the Board may briefly respond to statements made or questions posed by the person giving public comment. Staff may be directed by the Board to follow-up on such items and/or place them on the next Board agenda. The order of agenda items is listed for reference and items may be taken in any order deemed appropriate by the Board.

ADA Notice: Meeting facilities are accessible to persons with disabilities. If you require special assistance to participate in the meeting, notify Taylor Slauson at (805) 225-7411 at least 48 hours prior to the meeting.

Morro Bay Tourism June 2021 Marketing Report



June 2021: Brand Campaign Stats

Brand Campaign Launched June 1, 2021

- This digital brand campaign was focused on letting travelers know that it's time again to visit Morro Bay; that we are open for business. Branding in nature, these ads had no call to action. The goal was to keep Morro Bay top of mind for travelers looking to road trip within a 3–4 hour drive market.
- Ads ran on Adara Network: 1.34 M impressions; 1170 clicks; .09% CTR.
- Landing Page: www.morrobay.org



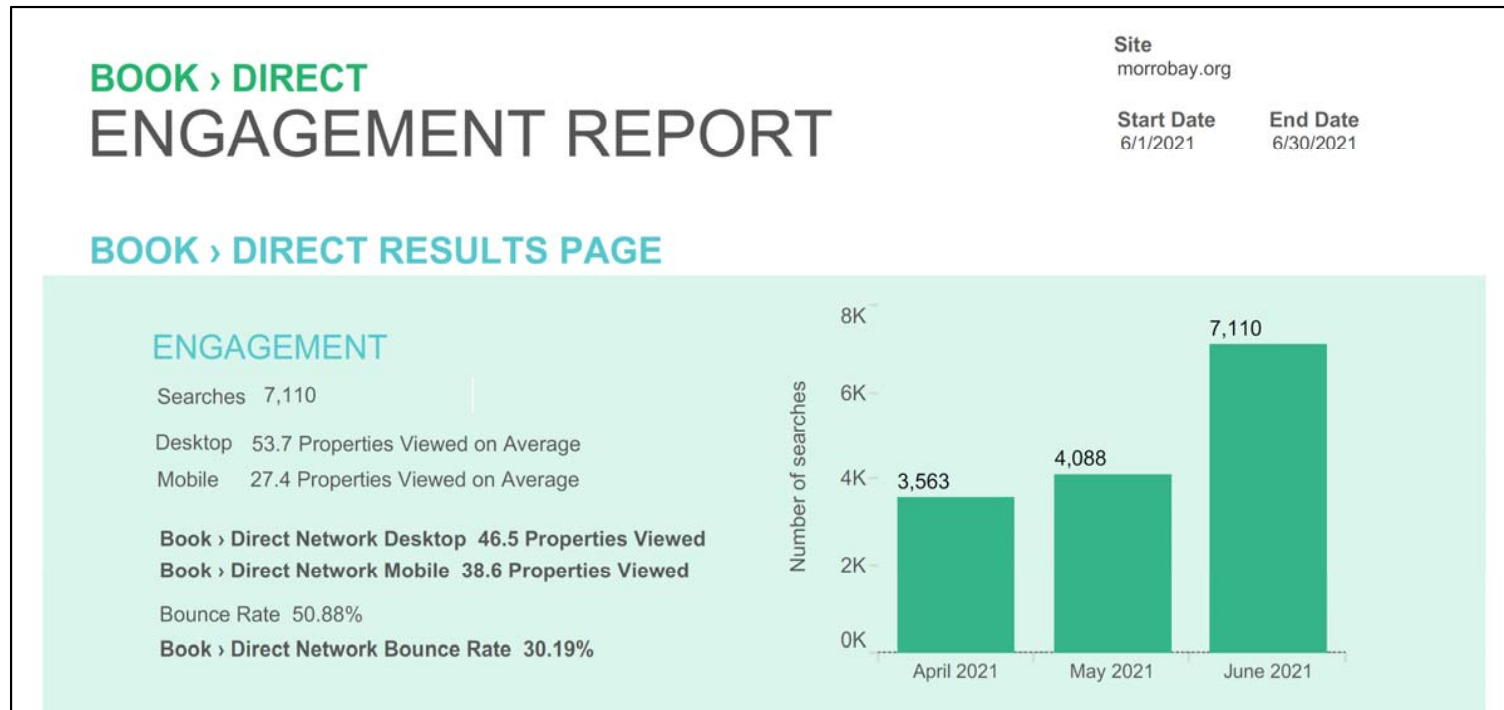
Book Direct June 2021

BOOK > DIRECT

powered by simpleview

Overview:

The ad campaign started June 1, and CA officially opened after Covid on June 15, both impacted engagement on the MorroBay.org booking engine. Engagement was up 74% from May to June. There were 7,110 searches and 3,863 referrals to lodging properties and vacation rentals.



June 2021 Social Media Stats

Facebook

- 67.7k Total Fans
- 853.3M Impressions
- 669.4k Reach
- 18 Total posts
- 7.2k Total reactions
- 485 Comments
- 1.2k Total shares
- 820 Average engagement per post
- 9.77% Engagements on reach rate

NOTE - FB reach and Impressions are down slightly, but we expect that to change in July. Reactions were up 4% and comments were up 122%. Asking questions on posts are really helping the audience engage in the comments.



FB Industry Averages
Engagement Rates

Hotel – 0.14%

Instagram

- 38.8k Followers
- 501 Impressions
- 432.1k Reach
- 3.73% Average engagement rate per post
- 7.45% Average engagement on reach per post
- 20.5k Likes
- 293 Comments





Insta Industry Averages
Engagement Rates

Hotel – 1.01%


Social Ad Boosting Report June

Overview:

Reach 141K , Impressions 686K, Clicks 788, and CTR .11%

 **Morro Bay CA**
Sponsored · 

Wedging myself between the good vibes and good company. Check out the link in our bio for more information on golfing in Morro Bay 🌊🏌️



MORROBAY.ORG
Home - Morro Bay, CA -
Official Visitor Guide

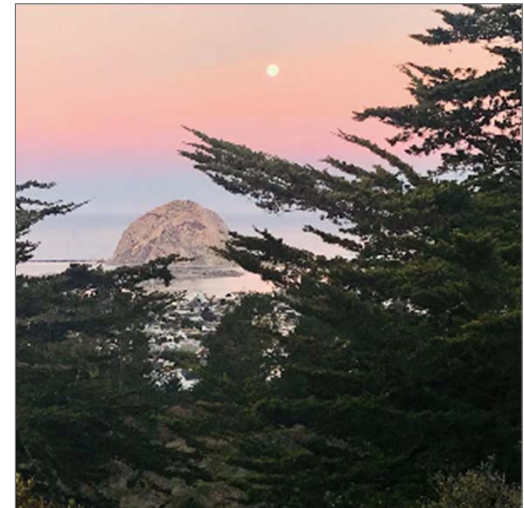
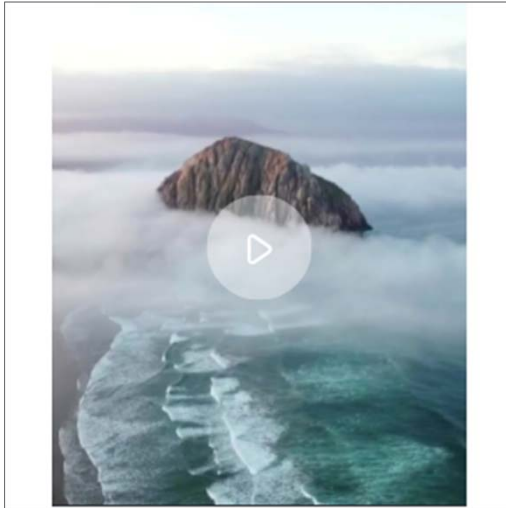
[LEARN MORE](#)

Posting-Metrics Jun-1-2021 to J						
Campaign Name	Ad Set Name	Ad Name	Reach	Impressions	Frequency	Post Engagement
Morro Bay	All	All	141,465	686,782	5	517
	Morro Bay_Jun_21	@Morro Bay -Wedging	141,465	686,782	5	517

Post Reactions	Post Shares	Post Comments	Clicks (All)	CTR (All)	Link Clicks	CTR (Link Click-Through Rate)
56	2	1	788	0.11%	456	0.07%
56	2	1	788	0.11%	456	0.07%



Top Performing Images

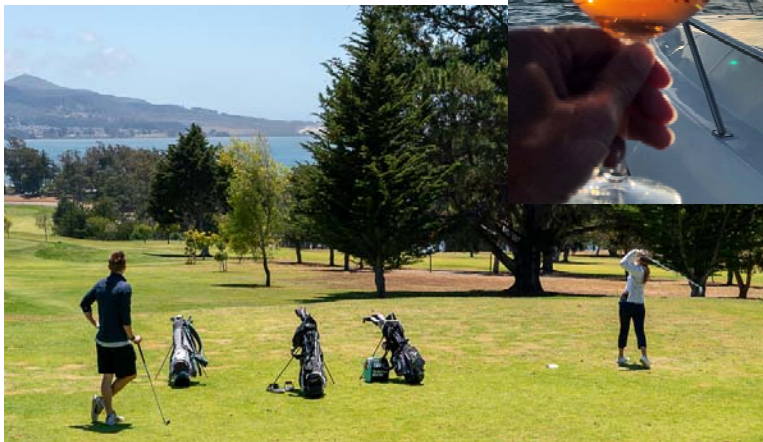


Influencer Visit in June

Overview:

Morro Bay hosted influencer Sarah Dandashy of @askaconciierge in June. Taylor Slauson prepared a fantastic itinerary that included golfing, wine tasting, luxury boating, dining, lodging and other activities.

Also, Mental sent an award-winning camera crew that developed 12 videos and photo content for MBT to use throughout its marketing efforts.



MORRO REEL 4.mp4



Morro REEL Format 1.MOV



Morro REEL Format 2.MOV



Morro REEL Format 3.MOV



Morro REEL Format 4.MOV



SARAH HIGHLIGHT 30.mp4



Sarah Dandashy

Los Angeles, CA

@askaconcierge

80.8k



FASHION

LIFESTYLE

TRAVEL

PHOTOGRAPHY



Strategic Planning

Morro Bay TBID

April 12, 2021

Submitted by Coraggio Group

2240 N. Interstate Avenue, Suite 300

Portland, OR 97227

503.493.1452

coraggiogroup.com



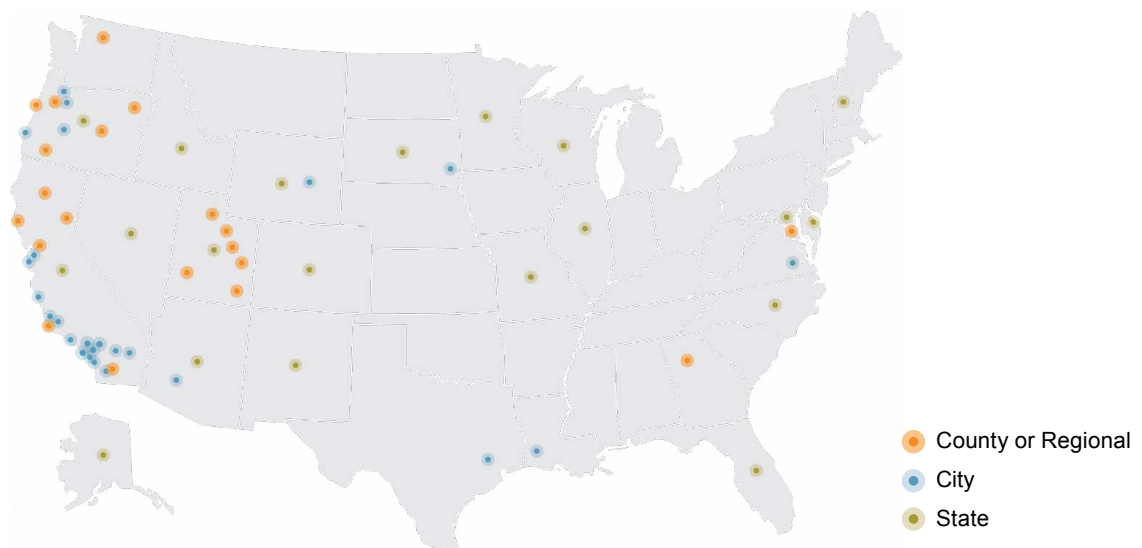
About Coraggio

Since 2005, Coraggio has been helping tourism leaders envision their organization's future, create exciting plans, and foster the agile teams they need to get there. Our team helps clients better understand their rapidly changing operating environments, determine how to respond to complex challenges and position their organizations and destinations to seize the right opportunities.



Coraggio is the only firm in the U.S. that has our powerful combination of strategy expertise, organizational effectiveness and destination marketing experience at every scale within the travel and tourism sector, as evidenced by:

- We have been hired by U.S. Travel—for the past five years—to design and lead their annual leadership forum for state tourism directors (National Council of State Tourism Directors). These forums emphasize practical ways to strengthen leadership and organizational effectiveness.
- Over the last two years, we have been or will be featured speakers at the Arizona, Florida, Idaho, Missouri, New Hampshire, North Carolina, Oregon, South Dakota, and Utah state tourism conferences, where we are speaking on organizational effectiveness, resilience, destination perception, and strategy.
- On the national stage, we presented at Destination International's Annual Conference and at their Advocacy Summit. We also presented a webinar as part of U.S. Travel's online replacement for their ESTO (Educational Seminar for Tourism Organizations) conference—one of the biggest annual conferences for destination marketing in the U.S.—and this year will facilitate the second WESTO conference that brings together leadership from most of the 15 states that make up the Western States Tourism Policy Council.
- We have worked directly with the leadership teams and industry stakeholders of 19 state tourism offices, and with dozens of city and county tourism agencies nationally.
- In addition to travel & tourism industry expertise, our team members have backgrounds in marketing and economics that help them understand the unique needs of destination marketing organizations.



Destination Marketing Experience

Helping our tourism clients take big leaps forward is what we do best.



ARIZONA
OFFICE OF TOURISM

WISCONSIN
—DEPARTMENT OF TOURISM—

COLORADO
COME TO LIFE

TRAVEL OREGON

MARYLAND

South Dakota
GREAT FACES. GREAT PLACES.

visit California

Wyoming
forever west™

MISSOURI
enjoy the show

VISIT HUNTINGTON BEACH
SURF CITY USA®

MENDOCINO COUNTY
U.S.A.
FIND YOUR HAPPY!

visit Oakland

San Diego

PASO
PASO ROBLES, CA

San Francisco
Travel™

travel PORTLAND

VISIT SANTA BARBARA
THE AMERICAN RIVIERA®

california
TRAVEL ASSOCIATION

SIO CAL
SAN LUIS OBISPO COUNTY
CALIFORNIA

m EXPLORE MINNESOTA

U.S. TRAVEL ASSOCIATION

BEVERLY HILLS
Love Beverly Hills

LIFE UTAH
ELEVATED®

West Hollywood

Los Angeles
TOURISM & CONVENTION BOARD

Visit Placer

Palm Springs
CALIFORNIA Like no place else™

SANTA MONICA
TRAVEL & TOURISM



Strategic Planning Philosophy

We help leaders and their teams Get Clear, Get Focused and Get Moving on their most important strategic and organizational challenges.



Companies that are the most successful at implementing new strategies and reaping their benefits tend to do two things right: they get early buy-in from key stakeholders and make sure their leaders have the skills and willingness to see them through. We call this approach “integrating people and process for impact.”

This requires top leadership to advance on three tracks: developing the strategic plan, building key support for that plan, and ensuring their organization can execute it. In other words, strategy development, stakeholder development, and leadership development (graphic below).

Running these three processes concurrently is critical as they inform each other. Approaching them in phases or neglecting any one of them is like trying to fly a plane with one wing. Leaders willing to tackle all three simultaneously are more likely to achieve their plan’s desired outcomes.

TRADITIONAL STRATEGY DEVELOPMENT & EXECUTION



CORAGGIO'S STRATEGY DEVELOPMENT & EXECUTION



To read more about how we think about strategy development visit: www.coraggiogroup.com/whitepaper-library to download our whitepaper.



Proposed Approach

Coraggio proposes a straightforward, three-phase framework to **Get Clear**, **Get Focused**, and **Get Moving** on the Morro Bay TBID Strategic Plan .



Phase One: **Get Clear**

The **Get Clear** phase represents the foundation for the project and sets the stage for early wins, an informed planning process, and ongoing success from start to finish.

Immersion Session

In this 90-minute telephone call, we will set the stage for a successful project by building a better understanding of your current state, identifying key questions to be answered by the strategic planning process, identifying stakeholders to involve, and aligning on a timeline for the project.

Background Document Review

This step of the process sets the stage for informed strategy. We will begin by aggregating Morro Bay's available or commissioned research and data across the following categories: Visitation, Macro-Market Trends, Economic Impacts, Resident Sentiment, City Plans, proposed TBID Governance, etc. Working through these documents, we will begin to make sense of what it means strategically for your destination by summarizing key strategic implications.

Stakeholder Engagement

Understanding the needs, expectations, opinions and insights of key stakeholders is critical input to developing the strategic plan and making informed business decisions. We propose the following stakeholder engagement activities to help engage the Morro Bay tourism industry and provide strategic guidance to the planning process:

- **Stakeholder Survey**

To gather input from industry stakeholders—including residents, visitors, tourism businesses, and contractors—we will deploy a survey that asks targeted questions about Morro Bay’s tourism industry, its opportunities, challenges and priorities, and implications for action.

- **Stakeholder Interviews**

We will conduct up to 12 individual interviews with members of your Board, other lodging and accommodations representatives, dining and retail industry representatives, your City Manager, and other associations and/or tour operators. These interviews will be based on early results of the survey, giving each participant the chance to go deeper into initial themes and insights that Coraggio has identified.

Visitor Demand and Impact Analysis (Optional)

To supplement our stakeholder outreach efforts and introduce more market specific information into the strategy process, we recommend completing a demand and impact market analysis. This analysis will assess the following:

- Visitor spending over a three-year period
- Economic impacts by type of traveler, commodity purchased, and tax receipts
- Visitor origin
- Overnight and day visitation volume
- Length of stay
- Seasonality of Demand

This study will help form a plan rooted in the realities of your visitor, their spending habits, and their travel patterns, allowing for a more specific and impact-oriented strategic plan

Situation Assessment

With all Get Clear efforts complete, we will turn our attention to developing our draft Situation Assessment which will serve as the touchstone for Morro Bay’s strategic planning process. It includes:

- All background research and current market trends identified by Coraggio’s secondary research and industry knowledge
- A summary of stakeholder feedback collected to date
- Optional Visitor Demand and Economic Impact Analysis
- Strategic insights and implications for the planning process

Phase One: Get Focused

The **Get Focused** phase is where we will roll up our sleeves and get to the work at hand: building a strategic plan for the Morro Bay TBID. We will work with you to form a planning team comprised of a group of 5-8 key leaders and stakeholders from Morro Bay’s tourism industry. This team will meet together for a series of five planning meetings and will carry the responsibility of making strategic decisions on behalf of the broader stakeholder group. We recommend a diversity of voices on the team, both in terms of industry perspective and length of time involved in local tourism issues.

Situation Assessment Share-out and Strategic Implications Session

During this two-hour session we will share out our draft situation assessment with the planning team and field any questions. We will then turn our attention to collaboratively identifying and grouping sets of key strategic insights for the organization to consider addressing in its strategic plan. This exercise ensures the entire planning team is rooted in the realities of the Morro Bay tourism industry and sets up later sessions to be in service to the challenges and opportunities identified in the Get Clear process.



Strategic Clarity Work Session

We are now at the point in the process where the planning work begins. In this workshop, we will work with the Strategic Planning Team to shape the high-level portion of the plan that we call “strategic clarity.” These important planning elements identify the anchors of your strategic plan and include the following:

- **Vision**
What is the ideal future state we are trying to create?
- **Mission**
What is our purpose? What are we here to make happen?
- **Position**
What unique & sustainable value do we deliver, where do we deliver it, and for whom?

Imperatives and Objectives Work Session

In our second three-hour workshop, we will work with the team to define the “Strategic Focus” portion of the plan, which includes these elements:

- **Strategic Imperatives**
What must be accomplished over the planning horizon?
- **Objectives**
How will we measure success for each Imperative?

Initiative Work Session

During this three-hour workshop, we will work with your team to align on the “Action” part of the plan—the Initiatives that you will undertake within the planning horizon that will drive impact to your pre-determined imperatives and objectives.

- **Initiatives**
What collective actions do we need to take, that are transformative in nature?

Using breakout groups, we will generate as many strategic ideas as possible and then come together to refine them down to specific areas of strategic focus.

Revision Work Session

This final 90-minute meeting is designed to be a catch all for whatever final edits or additions we want to make to the strategic plan before moving into the next phase of the project. We will copy edit the plan and make sure our initiatives and objectives work together well and are in service to each imperative.

Phase One: **Get Moving**

In the **Get Moving** phase, we will assist you in socializing your plan with your stakeholder community. This step is vital to ensuring your stakeholder base can see how you turned their insights into strategic impact, while simultaneously garnering the support and buy-in required for your strategic plan to be successful in market.

Documentation of Strategic Plan

Once we complete the workshops and have finalized the elements of your plan, we will take some time to collect everything that has been decided into one coherent document. We have a one-page Strategic Plan format that has proven very effective at helping participants and non-participants alike to understand the overview of the strategic plan, while also being able quickly reference the specifics. In this way, the final document acts as both a guide to working the plan, and as a tool for communicating it.



Stakeholder Share-out and Communication Sessions

The final step of our process is sharing your plan with your stakeholder community. During this 90-minute meeting we will bring together your tourism industry to share the newly created strategic direction of the Morro Bay TBID. Board members, lodgers, retail and dining establishments, tour operators, and even residents will be welcomed to learn about this strategic plan and ask questions about your future direction.

Quarterly Implementation Coaching

The plans we help our clients create are designed to be implemented. We have found that providing coaching sessions on how to operationalize the plan ensures that the organization gets off on the right foot and establishes the processes and structures necessary to track plan progress and adjust course if necessary. Through quarterly coaching, we will support you to develop a method and tools for strategy implementation and monitoring.



Project Team



Matthew Landkamer

Principal

As the lead of Coraggio's Travel & Tourism practice, Matthew focuses on bringing strategic thinking and an innovation mindset to destination marketing organizations and attractions alike. His art and design background, combined with hands-on business experience, allows him to bring a unique balance of creative design thinking and strategic rigor to each of his client engagements. He is a skilled facilitator and problem solver with an impressive ability to start the conversations that need to be had inside organizations, and among organizational leaders—the kind of conversations that lead to valuable insights, bold thinking and needed results.

- B.A., Liberal Arts, Nebraska Wesleyan University
- Certified in PROSCI® Change Management
- Certified in Public Interest Design, SEED Network

He has worked with tourism organizations at every scale—from rural communities such as Visit Casper and Visit Mendocino County; to metropolitan destinations such as San Francisco Travel and Travel Portland; to state tourism agencies such as Visit New Hampshire and Visit California; and to tourism attractions such as NBC Universal Studios Hollywood. He is keenly interested in fostering regional collaboration in destination marketing and in bringing the voice of the visitor into the room as a strategic input.

Select Relevant Experience:

- Utah Office of Tourism
Red Emerald Strategic Plan
- New Mexico Tourism Department
Destination Development Roadmap
- Visit California
Destination Stewardship & Sustainable Travel Plan
- Utah Office of Tourism
Destination Development Planning for Regional DMOs
- Idaho Tourism
Recovery Planning for Regional DMOs
- Arizona Office of Tourism
Recovery Planning for Regional DMOs
- Travel South USA
Strategic Plan
- Beverly Hills Convention & Visitors Bureau
Destination Development Plan
- Santa Monica Travel & Tourism
Experience Management Plan
- City of Oregon City
Destination Development Planning
- City of Avondale, Arizona
Tourism and Destination Planning - In-Progress





Colin Stoetzel

Associate Principal

As an Associate Principal with our firm, Colin provides market research and insights that drives the development of strategies, operational improvements, and organizational assessments for our clients. On each project, Colin identifies and evaluates strategic priorities that drive meaningful, effective and sustainable solutions to organizational challenges.

Colin is a big picture strategic thinker who believes the greatest insights and actions lie at the intersection of data, institutional knowledge and organizational culture. He is a champion for organizational effectiveness and believes organizations can drive change socially, environmentally and economically for the benefit of their employees and community.

As a key member of Coraggio's Travel & Tourism practice, Colin has worked with clients than span the gamut of destinations and scale including Travel Oregon, Utah Office of Tourism, Visit California, Greater Palm Springs, and Santa Monica Travel & Tourism. He has also presented at a number of Governor's Conferences on Tourism including Florida, Missouri, and Oregon.

Select Relevant Experience:

- Travel Oregon
Activating Explorers - Strategic Roadmap
- Utah Office of Tourism
Red Emerald Strategic Plan
- New Mexico Office of Tourism
Destination Development Roadmap
- Beaver & Carbon County, Utah
Destination Development Plans
- Weber County, Utah
Destination Development Plan
- Unincorporated San Luis Obispo County TBID
Strategic Plan
- Discover Los Angeles
Strategic Plan and Employee Engagement Plan
- Santa Monica Travel & Tourism
Destination Perception Study
- Beverly Hills Conference & Visitors Bureau
Destination Development Plan
- Visit Huntington Beach
Strategic Planning
- City of Oregon City
Destination Development Planning
- City of Avondale, Arizona
Tourism and Destination Planning - In-Progress



Project Support



Yahya Haqiqi
Business Analyst

Yahya is a passionate and motivated professional with a proven record of analyzing and finding solutions to business challenges. Skilled at researching, collecting, and effectively presenting large and complex data sets, Yahya prides himself on helping clients find the road to success. As a Business Analyst, Yahya works with clients to help them find insights and creative solutions to their most complex problems. He is passionate about riding alongside his clients to help them identify roadblocks and how to overcome them.

- B.A. in Leadership and Management, Portland State University
- B.A. in HR Management, Portland State University

Prior to joining Coraggio, Yahya was the Business Manager for New Avenues for Youth. During his four years with the organization, he oversaw the development and day-to-day operations of one of their social enterprises. He successfully implemented and drove the business towards sustainability, increasing revenue by nearly 50% while driving down costs. He was also part of the Equity Team and helped the organization transition towards a more equitable future by helping New Avenues develop its first ever Equity Lens, Equity Statement and a comprehensive Equity Plan. During his time as a student for Portland State University, he worked on various consulting projects for small businesses like Tropic Salvage and Cipriano Designs as well as Portland State University's Audio-Visual Department.



Nicole Chiang
Graphic Designer

Nicole partners with our project teams to design and transform reports, presentations, and print materials into visually appealing documents that connect with our client's goals and brand. Born in California, raised in Taiwan, her design aesthetic is influenced by her experience growing up in Asia. She leverages and applies her global perspective to each project she designs. She loves clean and elegant designs but also likes to incorporate sophisticated aspects to her projects.

- B.A. in Graphic Design, Portland State University

When she's not working on client deliverables, Nicole contributes to Coraggio's marketing efforts by ensuring the team stays on-brand and thinking of new ways to keep Coraggio's look and feel fresh and current. She is an independent individual whose work is heavily inspired by her experience and interactions. Her philosophy is to tackle every challenge in life with accountability and optimism.

In her free time, she enjoys making delicious food for her loved ones and also exploring the natural beauty of the Pacific Northwest with her family.



Investment

Morro Bay TBID has agreed to retain Coraggio Group for the following services:

Phase of Work		Task Subtotal
Get Clear	<ul style="list-style-type: none"> • Immersion Session • Background Document Review • Stakeholder Engagement • Visitor Demand and Impact Analysis (Optional) • Situation Assessment 	\$12,000
Get Focused	<ul style="list-style-type: none"> • Situation Assessment Share-out and Strategic Implications Session • Strategic Clarity Work Session • Imperatives and Objectives Work Session • Initiative Work Session • Revision Work Session 	\$16,500
Get Moving	<ul style="list-style-type: none"> • Documentation of Strategic Plan • Stakeholder Share-out and Communication Sessions • Quarterly Implementation Coaching 	\$5,000
Total Proposed Fix Fee Scope		\$33,500
Optional Visitor Demand and Impact Analysis		\$10,000
Total Proposed Scope with Option		\$43,500

Administrative Fees

We have included a 4% administrative budget to cover administrative tasks, project coordination, printing, print production, and other expenses.

Terms

Included in this fixed-fee budget is a 4% administrative fee to cover scheduling, print production, administration and other expenses. Coraggio's invoicing time period is the 26th of the month through the 25th of the subsequent month. Coraggio will submit a properly itemized invoice for all activities during this time period, and at the completion of each phase, for the agreed upon duration of the project until services have been completed. Travel and other related costs, if deemed necessary and safe, are not included in the fee estimate above and will be billed through at cost. Coraggio invoices are due net 15.

Signed

Michael Wambolt
Morro Bay TBID

Trevor Cartwright
Partner
Coraggio Group





Thank you for considering our firm.

We look forward to helping you take
your next big leap forward.

San Luis Obispo TBID

2019–2024 STRATEGIC PLAN





STRATEGIC CLARITY

The elements of our Strategic Clarity are the SLO TBID's "North Star" for the upcoming five fiscal years, setting the tone and tenor everything we plan, and serve as the lens through which all of our decisions are made. As we move into defining specific initiatives, our Strategic Clarity will serve as a touchstone.



VISION

What is the ideal future state we are trying to create?

A welcoming community with a vibrant economy that enriches the lives of visitors and residents alike.



MISSION

What is our purpose? What are we here to make happen?

We share the abundance of SLO, driving the lodging economy and serving as the voice of our stakeholders.



VALUES

What are the fundamental beliefs that shape how we work together and serve our mission?

- **Service**
- **Leadership**
- **Adaptability**
- **Collaboration**



REPUTATION

What do we want to be known for? What is the enduring perception or emotion that describes the total experience of our organization?

- **Essential**
- **Approachable**
- **Strategic**
- **Driven**
- **Effective**



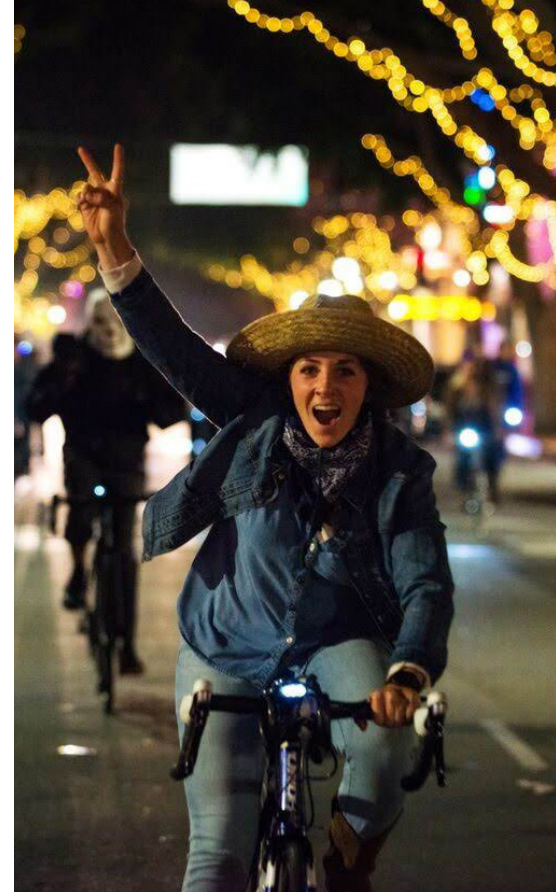
POSITION

What unique & sustainable value do we deliver, where do we deliver, and for whom?

The SLO TBID stewards the brand of San Luis Obispo and represents its lodging partners, driving overnight stays by:

- **Telling the San Luis Obispo story via targeted marketing content and activities**
- **Serving as a convener and subject matter expert for tourism conversations impacting the destination**
- **Advancing strategic partnerships that extend the reach and influence of the SLO TBID**





The SLO TBID has identified four key areas of focus called our Strategic Imperatives. In order for our strategies to truly create change, we must have a way to measure progress and success for each of these Imperatives, and we must identify the initiatives that must be undertaken in the coming years in order to achieve our Objectives. Each initiative will be operationalized and tracked to ensure we deliver on the promise of the initiative, as measured by the objective identified below. These same Strategic Imperatives will guide process for updating and adding additional initiatives as we complete our work through the five-year cycle.

IMPERATIVE 1

Elevate the SLO Brand and Experience

We enhance the perception of our brand as a destination and help ensure that slo becomes a place where visitors return time and again.

OBJECTIVES:

- Increase visitor awareness in target markets
- Increase positive visitor perception

INITIATIVES:

- Identify the core SLO identity and develop a plan to market it
- Establish a TBID social responsibility program
- Identify opportunities to influence community placemaking and destination management efforts

IMPERATIVE 2

Deliver Smart Growth

We ensure growth that doesn't simply bring more visitors, but truly focuses on bringing the visitors we desire most, and balances the needs of the visitor with the livability of our community.

OBJECTIVES:

- Grow RevPAR by 4% year-over-year, adjusted for inflation
- Year-over-year growth in TOT, adjusted for inflation
- Year-over-year growth in ratio of weekday to weekend occupancy

INITIATIVES:

- Develop a group sales strategy
- Develop a mid-week promotion program
- Develop a local business travel program to drive visitation
- Influence the SLO conference center development plan and effort
- Develop an approach to monitoring local sentiment related to tourism





STRATEGIC FOCUS

IMPERATIVE 3

Build Meaningful Partnerships

We are more efficient through partnerships and we will continue to leverage existing partnership as well as develop new ones to reach our goals.

OBJECTIVES:

- Increase year-over-year average Earned Partnership Value score
- Grow economic impact of tourism in SLO, adjusted for inflation

INITIATIVES:

- Identify and develop BOLD partnerships that generate overnight stays
- Create a partnership management plan using measurable goals that are in line with our TBID Mission

IMPERATIVE 4

Ensure Organizational Excellence

The TBID will strive to consistently become stronger and more efficient to better serve our constituents.

OBJECTIVES:

- Growth in member newsletter open rates
- Growth in stakeholder satisfaction score on survey

INITIATIVES:

- Develop an organizational resilience plan
- Establish and document a process to execute, evaluate and track strategic plan
- Identify opportunities to streamline governance and leverage constituency of TBID



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VISIT SLO CAL: STRATEGIC DIRECTION 2023



CLARITY	Vision	Mission	Values	Reputation	Position
	A vibrant and prosperous SLO CAL, fueled by a collaborative and flourishing tourism industry	Inspire travel and foster our unique experiences to create life-long ambassadors and economic growth for SLO CAL	Stewardship We are mindful of our resources and seek to enhance the SLO CAL lifestyle Authenticity We are attuned to our own well-being and strive to bring the SLO CAL brand to life Inclusion We engage and collaborate with an array of voices and perspectives Drive We bring enthusiasm to our work and prioritize initiatives to achieve results Future Focus We deliver today with an innovative eye on tomorrow	<ul style="list-style-type: none">• Visionary• Strategic• Collaborative• Creative• Responsive• Essential	To best support SLO CAL's tourism economy, Visit SLO CAL provides: Strategic research and vital tourism knowledge to investors, partners, stakeholders and communities A long-term, collaborative and holistic roadmap that enables success for our community High-quality and high-impact marketing and sales initiatives tailored to reach regional, national and international target markets Leadership in destination management and community engagement to enhance quality of life for residents and quality of experience for visitors

FOCUS	Imperatives	Objectives	Initiatives	ACTION
	Enhance our organizational capacity and culture	<ul style="list-style-type: none">• Increase mean Employee Engagement score to 3.85• Return ratio of administrative cost to economic impact to 2019 level or higher• Increase Team Net Promoter score to 11 or higher, and maintain• Increase Whole Systems mean score on "Systems and Processes" and "Capabilities and Talent" sections to 3.25	<ul style="list-style-type: none">• Assess and refine interdepartmental communication and processes• Develop and enable our team• Foster an engaged and focused team culture	
	Amplify and steward the SLO CAL brand through unified efforts	<ul style="list-style-type: none">• Increase SLO CAL brand awareness year-over-year, as measured by advertising effectiveness and ROI (Return on Investment) study• Increase length of stay by .2 days over 2019, as measured by Arrivalist• Increase cross-visitation to 2 communities per unique arrival, as measured by Arrivalist• Achieve mean MPV (Marketing Partnership Value) score of 4	<ul style="list-style-type: none">• Execute a "house of brands" strategy that honors the experiences of our individual destinations• Increase share of voice and intent to travel through targeted media strategies• Target and nurture marketing partnerships that increase our brand awareness	
	Lead the county tourism industry in a collaborative resilience planning effort	<ul style="list-style-type: none">• Restore annual visitor volume with growth 10% or more above statewide growth, per Visit California numbers• Restore total air service to 80% of 2019 baseline or higher• Outperform California tourism recovery by 5%, per Dean Runyan Economic Impact Report	<ul style="list-style-type: none">• Define and activate pathways to accelerate recovery for our tourism industry• Develop mechanisms to quickly gather, report and leverage crisis-related data• Foster long-term resilience for our tourism industry	
	Demonstrate value to investors, partners, stakeholders and communities	<ul style="list-style-type: none">• Foster balanced year-over-year growth of engagement in Visit SLO CAL opportunities• Increase investor/partner/stakeholder Net Promoter Score by 5% year-over-year• Secure at least 2 local media articles annually that receive a perfect score of 10 using the Barcelona Principles scoring rubric• Maintain community acceptance of tourism survey score at or above 2018 baseline	<ul style="list-style-type: none">• Build local awareness of Visit SLO CAL and its positive impacts• Increase opportunities for engagement with our investors, partners and stakeholders• Innovate in development of data resources for our tourism community• Advance advocacy efforts to promote the value of tourism	

CITY OF MORRO BAY

AGREEMENT FOR CONTRACTOR SERVICES

THIS AGREEMENT is made, by and between, the City of Morro Bay, a municipal corporation ("City") and Visit Morro Bay, a California corporation, ("Contractor"). In consideration of the mutual covenants and conditions set forth herein the parties agree as follows:

RECITALS

1. On **September 28, 2021**, the City Council adopted **Resolution number _____**, hereinafter the "Resolution," forming the Morro Bay Tourism Business Improvement District, hereinafter "MBTBID," in accordance with the provisions of the Property and Business Improvement District Law of 1994, Streets and Highways Code section 36600 et seq., hereinafter the "1994 Law."
2. Contractor was designated in the Resolution and MBTBID Management District Plan as the Owners' Association in accordance with Streets and Highways Code section 36612.
3. Streets and Highways Code section 36651 requires the City contract with the Owners' Association for provision of MBTBID services.
4. Contractor is willing to provide services to the City on the terms and conditions set forth in this Agreement.

AGREEMENT

1. TERM

This Agreement shall commence on July 1, 2021 through June 30, 2026, or, if the MBTBID is disestablished prior to June 30, 2026, the effective date of MBTBID disestablishment, unless sooner terminated pursuant to the provisions of this Agreement.

2. SERVICES

Contractor shall perform the tasks described and set forth in Exhibit A, attached hereto and incorporated herein as though set forth in full.

3. PERFORMANCE

Contractor shall at all times faithfully, competently and to the best of their ability, experience, and talent, perform all tasks described herein. Contractor shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing similar services as are required of Contractor hereunder in meeting its obligations under this Agreement.

4. CITY MANAGEMENT

City's _____ Director shall represent City in all matters pertaining to the administration of this Agreement, review and approval of all products submitted by Contractor, but not including the authority to enlarge the Tasks to Be Performed or change the compensation due to Contractor. City's City Manager shall be authorized to act on City's behalf and to execute all necessary documents which enlarge the Tasks to Be Performed or change Contractor's compensation, subject to Section 5 hereof.

5. PAYMENT

City shall forward to Contractor all MBTBID assessment funds collected within thirty (30) days of collection, less any City administrative fees as authorized in the MBTBID Management District Plan.

6. SUSPENSION OR TERMINATION OF AGREEMENT WITHOUT CAUSE

The City has and reserves the right to suspend, terminate or abandon the execution of any work by Contractor upon adoption of a resolution disestablishing the MBTBID pursuant to the 1994 Law. Per the 1994 Law, such a resolution may only be adopted if (1) the Morro Bay City Council finds there has been misappropriation of funds, malfeasance, or a violation of law in connection with the management of the district and a noticed hearing on disestablishment is held, or (2) in the thirty-day period following the anniversary of the district's formation, business owners paying fifty percent (50%) or more of the assessment file a written protest with the City and a hearing on disestablishment is held. Any retention of MBTBID revenues by Contractor shall comply with the 1994 Law.

7. TAXES

Payment of all applicable federal, state and local taxes shall be Contractor's sole responsibility.

8. OWNERSHIP OF DOCUMENTS

- a) All copyright and other use rights in any and all proposals, plans, specifications, designs, drawings, sketches, renderings, models, reports and related documents (including computerized or electronic copies), respecting in any way the subject matter of this Agreement, shall remain the property of the Contractor as instruments of service.
- b) The City's rights under this Section shall not extend to any computer software used to create such Documents and Materials.
- c) Contractor shall maintain all documents and records in accordance with the California Public Records Act, Government Code section 6250 et seq.

9. INDEMNIFICATION

(a) Indemnification for Professional Liability. When the law establishes a professional standard of care for Contractor's Services, to the fullest extent permitted by law, Contractor shall indemnify, protect, defend and hold harmless City and any and all of its officials, employees and agents ("Indemnified Parties") from and against any and all damages, liabilities and expenses, including but not limited to reasonable attorneys' fees, arising out of or resulting from the performance of services under this Agreement, provided that any such claim, loss, damage, liability or expense is caused by an adjudicated negligent act or willful misconduct of Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts may be liable, regardless of whether or not it is caused in part by any party indemnified hereunder. The City may participate in the defense of any such claim without relieving Contractor of any obligation hereunder. City agrees to hold harmless and indemnify Contractor from and against losses, damages, liabilities and expenses, including but not limited to reasonable attorneys' fees, arising out of or resulting from the performance of services under this Agreement, provided that any such claim, loss, damage, liability or expense is caused by an adjudicated negligent act or willful misconduct of City, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts may be liable, regardless of whether or not it is caused in part by any party indemnified hereunder. The Contractor may participate in the defense of any such claim without relieving City of any obligation hereunder.

(b) Indemnification for Other Than Professional Liability. Other than in the performance of professional services and to the full extent permitted by law, Contractor shall indemnify, defend and hold harmless City, and any and all of its employees, officials and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including attorneys' fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way attributable to, in whole or in part, the performance of this Agreement by Contractor or by any individual or entity for which Contractor is legally liable, including but not limited to officers, agents, employees or sub-contractors of Contractor.

(c) General Indemnification Provisions. Contractor agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this section from each and every sub-contractor or any other person or entity involved by, for, with or on behalf of Contractor in the performance of this agreement. In the event Contractor fails to obtain such indemnity obligations from others as required here, Contractor agrees to be fully responsible according to the terms of this section. Failure of City to monitor compliance with these requirements imposes no additional obligations on City and will in no way act as a waiver of any rights hereunder. This obligation to indemnify and defend City as set forth here is binding on the successors, assigns or heirs of Contractor and shall survive the termination of this agreement or this section.

10. INSURANCE

Contractor shall maintain prior to the beginning of and for the duration of this Agreement insurance coverage as specified in Exhibit B attached to and part of this agreement.

11. INDEPENDENT CONTRACTOR

No relationship of employer and employee is created by this Agreement; it being understood and agreed that Contractor is an Independent Contractor. Contractor is not the agent or employee of the City in any capacity whatsoever, and the City shall not be liable for any acts or omissions by Contractor nor for any obligations or liabilities incurred by Contractor.

- a) Contractor shall have no claim under this Agreement or otherwise, for seniority, vacation time, vacation pay, sick leave, personal time off, overtime, health insurance, medical care, hospital care, retirement benefits, social security, disability, Workers' Compensation, unemployment insurance benefits, civil service protection, or employee benefits of any kind.
- b) Contractor shall be solely liable for and obligated to pay directly all applicable payroll taxes (including federal and state income taxes) or contributions for unemployment insurance or old age pensions or annuities which are imposed by any governmental entity in connection with labor used or which are measured by wages, salaries or other remuneration paid to its officers, agents or employees and agrees to indemnify and hold City harmless from any and all liability which City may incur because of Contractor's failure to pay such amounts.
- c) In carrying out the work contemplated herein, Contractor shall comply with all applicable federal and state Workers' Compensation and liability laws and regulations with respect to the officers, agents and/or employees conducting and participating in the work; and agrees that such officers, agents, and/or employees will be considered Independent Contractors and shall not be treated or considered in any way as officers, agents and/or employees of City.
- d) Contractor agrees to perform its work and functions at all times in strict accordance with all applicable federal, state, City and City laws, resolutions, regulations, titles, departmental procedures and currently approved methods and practices in the field; and that the sole interest of City is to ensure that said service shall be performed and rendered in a competent, efficient, timely and satisfactory manner and in accordance with standards required by the City.
- e) Notwithstanding the foregoing, if the City determines that pursuant to state and federal law Contractor is an employee for purposes of income tax withholding, City may upon two (2) week's written notice to Contractor, withhold from payments to Contractor hereunder federal and state income taxes and pay said sums to the federal and state governments.

12. LEGAL RESPONSIBILITIES

Contractor shall keep itself informed of State and Federal laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. Contractor shall at all times observe and comply with applicable legal requirements in effect at the time the drawings and specifications are prepared. City, and its officers and employees, shall not be liable at law or in equity occasioned by failure of Contractor to comply with this Section.

13. UNDUE INFLUENCE

Contractor declares and warrants that no undue influence or pressure is used against or in concert with any officer or employee of City in connection with the award, terms or implementation of this Agreement, including any method of coercion, confidential financial arrangement, or financial inducement. No officer or employee of City will receive compensation, directly or indirectly, from Contractor, or from any officer, employee or agent of Contractor, in connection with the award of this Agreement or any work to be conducted as a result of this Agreement. Violation of this Section shall be a material breach of this Agreement entitling City to any and all remedies at law or inequity.

14. NO BENEFIT TO ARISE TO LOCAL EMPLOYEES

No member, officer, or employee of City, or their designees or agents, and no public official who exercises authority over or responsibilities with respect to the Project during his/her tenure or for one year thereafter, shall have any interest, direct or indirect, in any agreement or sub-agreement, or the proceeds thereof, for work to be performed in connection with the Project performed under this Agreement.

15. RELEASE OF INFORMATION/CONFLICTS OF INTEREST

(a) All information gained by Contractor in performance of this Agreement shall be considered confidential and shall not be released by Contractor without City's prior written authorization. Contractor, its officers, employees, agents, or sub-contractors, shall not without written authorization from the City Manager or unless requested by the City Attorney, voluntarily provide declarations, letters of support, testimony at depositions, response to interrogatories, or other information concerning the work performed under this Agreement or relating to any project or property located within City. Response to a subpoena or court order shall not be considered "voluntary" provided Contractor gives City notice of such court order or subpoena.

(b) Contractor shall promptly notify City if Contractor, or any of its officers, employees, agents, or sub-contractors are served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions, or other discovery request, court order, or subpoena from any person or party regarding this Agreement and the work performed thereunder or with respect to any project or property located within City. City retains the right, but has no obligation, to represent Contractor or be present at any deposition, hearing, or similar proceeding. Contractor agrees to cooperate with City by providing the opportunity to review any response to discovery requests provided by Contractor. However, City's right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.

16. NOTICES

Any notices which either party may desire to give to the other party under this Agreement must be in writing and may be given either by (i) personal service, (ii) delivery by a reputable document delivery service, such as but not limited to, Federal Express, which provides a receipt showing date and time of delivery, (iii) electronic mail when the recipient, by an email sent to the email address for the sender stated in this section, acknowledges having received that email, with

an automatic “read receipt” constituting acknowledgment of an email for purposes of this section, or (iii) mailing in the United States Mail, certified mail, postage prepaid, return receipt requested, addressed to the address of the party as set forth below or at any other address as that party may later designate by notice:

To City: City of Morro Bay
595 Harbor Street
Morro Bay, CA 93442
Attention: City Clerk

Email Address:

To Contractor: 695 Harbor Street
Morro Bay, CA 93442

Email Address:
scollins@morrobayca.gov

17. ASSIGNMENT

Contractor shall not assign the performance of this Agreement, nor any part thereof, nor any monies due hereunder, without prior written consent of City.

18. EQUAL EMPLOYMENT OPPORTUNITY PRACTICES PROVISIONS

Contractor certifies that it is in compliance with the Equal Employment Opportunity Requirement of Executive Order 11246, as amended by Executive Order 11375 and supplemented I 45CFR, Part 60, Title VII of the Civil Rights Act and any other federal or state laws pertaining to equal employment opportunity and that it shall not discriminate against any employee or applicant for employment on the basis of race, color, religion, age, sex, national origin, ancestry, marital status, political affiliation or physical or mental condition, in matters pertaining to recruitment, hiring, training, upgrading, transfer, compensation or termination.

19. LICENSES

At all times during the term of this Agreement, Contractor shall have in full force and effect, all licenses required of it by law for the performance of the services described in this Agreement. Contractor shall comply with all necessary licensing requirements and shall obtain appropriate licenses and display the same in a location that is reasonably conspicuous, and file copies of same with the City.

20. GOVERNING LAW

City and Contractor understand and agree that the laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement and also govern the interpretation of this Agreement. Any litigation concerning this Agreement shall take place in the municipal, superior, or federal district court with jurisdiction over City.

21. ENTIRE AGREEMENT

This Agreement contains the entire understanding between the parties relating to the obligations of the parties described in this Agreement. All prior or contemporaneous agreements, understandings, representations, and statements, oral or written, are merged into this Agreement and shall be of no further force or effect. Each party is entering into this Agreement based solely upon the representations set forth herein and upon each party's own independent investigation of any and all facts such party deems material.

22. AUTHORITY TO EXECUTE THIS AGREEMENT

The person or persons executing this Agreement on behalf of Contractor warrants and represents he/she has the authority to execute this Agreement on behalf of Contractor and has the authority to bind Contractor to the performance of its obligations hereunder.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year first above written.

CITY OF MORRO BAY

CONTRACTOR (2 signatures required)

By: _____
Scott Collins, City Manager

By: _____
(Signature)

Attest:

(Typed Name)

Dana Swanson, City Clerk

Its: _____
(Title)

By: _____
(Signature)

(Typed Name)

Its: _____
(Title)

Approved As To Form:

Chris F. Neumeyer, City Attorney

EXHIBIT A
Scope of Services

Contractor shall provide the following services:

1. _____ Contractor shall cooperate with City and City staff in the performance of all work hereunder.
2. _____ Contractor will provide projects, programs and activities that benefit businesses within the MBTBID in accordance with the MBTBID Management District Plan attached hereto and any subsequent amendments thereto.
3. _____ Contractor shall perform responsibilities under the Property and Business Improvement District Law of 1994 (the "Law") including but not limited to:
 - a. _____ Preparation of the Annual Report required by the Law, which shall include:
 1. _____ Any recommended changes to boundaries;
 2. _____ The improvements and activities to be provided for that fiscal year;
 3. _____ An estimate of cost for providing the improvements and activities;
 4. _____ The method and basis of levying the assessment in sufficient detail to allow each business owner to estimate the amount of the assessment to be levied against his/her business for that fiscal year;
 5. _____ The amount of any surplus or deficit revenues to be carried over from a previous fiscal year; and
 6. _____ The amount of any contributions to be made from sources other than assessments.
 - b. _____ Delivering the Annual Report at least thirty (30) days preceding the fiscal year for which assessments are to be levied and collected to pay the costs of the improvements.
4. _____ Contractor shall develop and maintain financial records related to receipt and/or expenditure of all funds received from City.

EXHIBIT B

INSURANCE REQUIREMENTS

Prior to the beginning of and throughout the duration of the Agreement, Consultant will maintain insurance in conformance with the requirements set forth below. Consultant will use existing coverage to comply with these requirements. If that existing coverage does not meet the requirements set forth here, Consultant agrees to amend, supplement or endorse the existing coverage to do so. Consultant acknowledges that the insurance coverage and policy limits set forth in this section constitute the minimum amount of coverage required. Any insurance proceeds available to City in excess of the limits and coverage required in this agreement and which is applicable to a given loss, will be available to City.

Consultant shall provide the following types and amounts of insurance:

Commercial General Liability Insurance using Insurance Services Office “Commercial General Liability” policy from CG 00 01 or the exact equivalent. Defense costs must be paid in addition to limits. There shall be no cross liability exclusion for claims or suits by one insured against another. Limits are subject to review but in no event less than \$1,000,000 per occurrence.

Business Auto Coverage on ISO Business Auto Coverage from CA 00 01 including symbol 1 (Any Auto) or the exact equivalent. Limits are subject to review, but in no event to be less than \$1,000,000 per accident. If Consultant owns no vehicles, this requirement may be satisfied by a non-owned auto endorsement to the general liability policy described above. If Consultant or Consultant’s employees will use personal autos in any way to perform the Scope of Services, then Consultant shall provide evidence of personal auto liability coverage for each such person.

Property Damage Insurance in an amount of not less than \$1,000,000 for damage to the property of each person on account of any one occurrence.

Workers Compensation on a state-approved policy form providing statutory benefits as required by law with employer’s liability limits.

Excess or Umbrella Liability Insurance (Over Primary) if used to meet limit requirements, shall provide coverage at least as broad as specified for the underlying coverages. Any such coverage provided under an umbrella liability policy shall include a drop down provision providing primary coverage above a maximum \$25,000 self-insured retention for liability not covered by primary but covered by the umbrella. Coverage shall be provided on a “pay on behalf” basis, with defense costs payable in addition to policy limits. Policy shall contain a provision obligating insurer at the time insured’s liability is determined, not requiring actual payment by the insured first. There shall be no cross liability exclusion precluding coverage for claims or suits by one insured against another. Coverage shall be applicable to City for injury to employees of Consultant, subcontractors or others involved in the Work. The scope of coverage provided is subject to approval of City following receipt of proof of insurance as required herein. Limits are subject to review but in no event less than \$1,000,000 per occurrence.

Professional Liability or Errors and Omissions Insurance as appropriate shall be written on a policy form coverage specifically designated to protect against acts, errors or omissions of Consultant and “Covered Professional Services” as designated in the policy must specifically include work performed under this agreement. The policy limit shall be no less than \$2,000,000 per claim and in the aggregate. The policy must “pay on behalf of” the insured and must include a provision establishing the insurer’s duty to defend. The policy retroactive date shall be on or before the effective date of this agreement.

Insurance procured pursuant to these requirements shall be written by insurer that are admitted carriers in the state California and with an A.M. Best’s rating of A- or better and a minimum financial size VII.

General conditions pertaining to provision of insurance coverage by Consultant. Consultant and City agree to the following with respect to insurance provided by Consultant:

1. Consultant agrees to have its insurer endorse the third party general liability coverage required herein to include as additional insureds the City of Morro Bay, its officials, employees and agents, using standard ISO endorsement No. CG 2010 with an edition prior to 1992. Consultant also agrees to require all Consultants, and subcontractors to do likewise.
2. No liability insurance coverage provided to comply with this Agreement shall prohibit Consultant, or Consultant’s employees, or agents, from waiving the right of subrogation prior to a loss. Consultant agrees to waive subrogation rights against City regardless of the applicability of any insurance proceeds, and to require all Consultants and subcontractors to do likewise.
3. All insurance coverage and limits provided by Consultant and available or applicable to this agreement are intended to apply to the full extent of the policies. Nothing contained in this Agreement or any other agreement relating to City or its operations limits the application of such insurance coverage.
4. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to City and approved of in writing.
5. No liability policy shall contain any provision or definition that would serve to eliminate so-called “third party action over” claims, including any exclusion for bodily injury to an employee of the insured or of any Consultant or subcontractor.
6. All coverage types and limits required are subject to approval, modification and additional requirements by City, as the need arises. Consultant shall not make any reductions in scope of coverage (e.g. elimination of contractual liability or reduction of discovery period) that may affect City’s protection without City’s prior written consent.
7. Proof of compliance with these insurance requirements, consisting of certificates of insurance evidencing all of the coverages required and an additional insured endorsement to

Consultant's general liability policy, shall be delivered to City at or prior to the execution of this Agreement. In the event such proof of any insurance is not delivered as required, or in the event such insurance is canceled at any time and no replacement coverage is provided, City has the right, but not the duty, to obtain any insurance it deems necessary to protect its interests under this or any other agreement and to pay the premium. Any premium so paid by City shall be charged to and promptly paid by Consultant or deducted from sums due Consultant, at City's option.

8. It is acknowledged by the parties of this agreement that all insurance coverage required to be provided by Consultant or any subcontractor, is intended to apply first and on a primary, noncontributing basis in relation to any other insurance or self-insurance available to City.
9. Consultant agrees to ensure that subcontractors, and any other party involved with the Scope of Services who is brought onto or involved in the Scope of Services by Consultant, provide the same minimum insurance coverage required of Consultant. Consultant agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Consultant agrees that upon request, all agreements with subcontractors and others engaged in the Scope of Services will be submitted to City for review.
10. Consultant agrees not to self-insure or to use any self-insured retentions or deductibles on any portion of the insurance required herein and further agrees that it will not allow any Consultant, Subcontractor, Architect, Engineer or other entity or person in any way involved in the performance of the Scope of Services to self-insure its obligations to City. If Consultant's existing coverage includes a deductible or self-insured retention, the deductible or self-insured retention must be declared to City. At the time City shall review options with Consultant, which may include reduction or elimination of the deductible or self-insured retention, substitution of other coverage, or other solutions.
11. City reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving Consultant ninety (90) days advance written notice of such change. If such change results in substantial additional cost to Consultant, the City will negotiate additional compensation proportional to the increase benefit to City.
12. For purposes of applying insurance coverage only, this Agreement will be deemed to have been executed immediately upon any party hereto taking any steps that can be deemed to be in furtherance of or towards performance of this Agreement.
13. Consultant acknowledges and agrees that any actual or alleged failure on the part of City to inform Consultant of non-compliance with any insurance requirements in no way imposes any additional obligations on City nor does it waive any rights hereunder in this or any other regard.
14. Consultant will renew the required coverage annually as long as City, or its employees or agents face an exposure from operations of any type pursuant to this agreement. This obligation applies whether or not the agreement is canceled or terminated for any reason.

Termination of this obligation is not effective until City executes a written statement to that effect.

15. Consultant shall provide proof that policies of insurance required herein expiring during the term of this Agreement have been renewed or replaced with other policies providing at least the same coverage. Proof that such coverage has been ordered shall be submitted prior to expiration. A coverage binder or letter from Consultant's insurance agent to this effect is acceptable. A certificate of insurance and/or additional insured endorsement as required in these specifications applicable to the renewing or new coverage must be provided to City within five days of the expiration of the coverages.
16. The provisions of any workers' compensation or similar act will not limit the obligations of Consultant under this agreement. Consultant expressly agrees not to use any statutory immunity defenses under such laws with respect to City, its employees, officials and agents.
17. Requirements of specific coverage features or limits contained in this section are not intended as limitations on coverage, limits or other requirements nor as a waiver of any coverage normally provided by any given policy. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue, and is not intended by any party or insured to be limiting or all-inclusive.
18. These insurance requirements are intended to be separate and distinct from any other provision in this agreement and are intended by the parties here to be interpreted as such.
19. The requirements in this Section supersede all other sections and provisions of this Agreement to the extent that any other section or provision conflicts with or impairs the provisions of this Section.
20. Consultant agrees to be responsible for ensuring that no contract used by any party involved in any way with the Scope of Services reserves the right to charge City or Consultant for the cost of additional insurance coverage required by this agreement. Any such provisions are to be deleted with reference to City. It is not the intent of City to reimburse any third party for the cost of complying with these requirements. There shall be no recourse against City for payment of premiums or other amounts with respect thereto.
21. Consultant agrees to provide immediate notice to City of any claim or loss against Consultant arising out of the work performed under this agreement. City assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve City.

VISIT MORRO BAY

EMPLOYMENT AGREEMENT

THIS EMPLOYMENT AGREEMENT, including Exhibits A and B hereto (collectively, the "Agreement") is entered into by and between VISIT MORRO BAY, a California nonprofit mutual benefit corporation, located at 695 Harbor St., Morro Bay, California ("Company"), and MICHAEL WAMBOLT, an individual, residing at 1304 Jasmine Pl., Arroyo Grande, California ("Employee").

RECITALS

WHEREAS, Employee has certain skills and abilities relevant to the business in which Company engages, Company wishes to employ Employee, and Employee agrees to accept employment with Company, on the terms and subject to the conditions set forth in this Agreement.

NOW, THEREFORE, in consideration of the mutual promises, covenants, conditions, representations and warranties hereinafter set forth, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. EMPLOYMENT TERM. Company agrees to employ Employee as the Executive Director and Employee hereby accepts such employment, in accordance with the terms of this Agreement, commencing on July 1, 2021 (the "Commencement Date"). The parties acknowledge and agree that the employment term is for a definite period of 36 months starting on the Commencement Date and continuing through June 30, 2024 (the "Employment Term"), unless terminated earlier as provided below. The parties further agree and understand that nothing in this Agreement constitutes a promise of continued employment of Employee by Company after the term hereof.

2. POSITION AND DUTIES.

2.1. Position and Reporting Relationship. Employee shall serve Company in the position of Executive Director. Employee shall report to the Company's Board of Directors. Employee's reporting relationship may be altered by Company at any time in Company's sole discretion. Employee will work at the Company's offices at 695 Harbor St., Morro Bay, California.

2.2. Duties and Responsibilities. During the Employment Term, Employee shall devote Employee's time, energy, and ability to the business, affairs, and interests of Company, and shall promote Company's interests and perform the services contemplated by this Agreement in accordance with policies established by Employer. Employee shall have the duties, authority and responsibilities as set forth on the job description attached as **Exhibit A** and/or as reasonably determined and assigned from time to time by the Company. Company in its sole discretion and on its sole authority may revise any of Employee's job duties during the course of Employee's employment.

2.3. Work Schedule. Company's official business hours are from 8:00 am to 5:00 pm, Monday through Friday but may require work outside of these hours including

evenings, weekends or holidays as the tourism marketing cycle demands. Employee is expected to be reasonably available to Company, its Board of Directors, its personnel and its clients during such business hours. As an exempt employee, Employee also is expected to devote as much time as necessary or required for the proper discharge of Employee's duties on behalf of Company without additional compensation for work performed beyond Company's official business hours.

3. COMPENSATION.

3.1. Compensation. In consideration of Employee's services hereunder, Company shall pay to Employee an annual salary in the amount of One Hundred and Five Thousand Dollars and No Cents (\$105,000.00) ("Salary") for the first year of the Employment Term, and as modified by the cost of living increases set forth below. The Salary shall be payable on a semi-monthly basis, or in such installments and on such schedule as Company may from time to time implement for general payroll purposes, but in no event less than once per calendar month. All compensation paid will be prorated for partial periods of work and shall be subject to applicable tax deductions and withholdings.

3.1.1. Cost of Living Increase. Employee will receive a 4% cost of living increase to Employee's Salary after Employee has completed 12 months of the Employment Term. Employee will receive a second 4% cost of living increase to Employee's Salary after Employee has completed 24 months of the Employment Term.

3.2. Merit Bonus. Employee also shall be eligible for an annual merit bonus, which shall be based upon such factors as Employee's performance and the overall performance of the Company. Employee and Company will make reasonable efforts to establish a merit bonus system structure after Employee has completed 12 months of the Employment Term. Any merit bonus system structure will be based on the established baseline of metrics performed by Employee in completing 12 months of the Employment Term, and must be mutually agreed upon by both Employee and the Company. Merit bonuses are not guaranteed, and the existence and amount of any merit bonus provided to Employee in any given year is solely within the discretion of the Company.

3.3. Expense Reimbursement. It is expected that Employee will occasionally use his personal cell phone, internet, electricity, and home office equipment on behalf of the Company. Employer shall pay Employee One Hundred Dollars and No Cents (\$100.00) per month for that usage. Employee understands and acknowledges that he is entitled to reimbursement for the reasonable value of that usage, as well as reimbursement for any other reasonable and necessary business expenses incurred by Employee in connection with services rendered to Company under this Agreement. Employee further understands and agrees that if this monthly reimbursement amount does not fully reimburse Employee for the use of personal property for business-related matter, Employee will seek reimbursement of the excess expenses. If Employee uses his personal vehicle for business use, auto mileage will be reimbursed to employee for all out of City business related travel at the standard I.R.S. auto-mileage reimbursement rate. Employee agrees to provide Employer with a copy of any receipts or expense reports, or in accordance with Employer's expense reimbursement policy, which Employee agrees to abide by.

4. BENEFITS. Employee shall be entitled to receive all legally-mandated benefits, as well as those benefits set forth below and/or which may be provided by Company to those employees similarly situated to Employee from time to time. The terms and conditions of such benefits shall be governed by the plan descriptions and/or Company's policies as applicable. Except where required by law, such benefits shall be provided in the sole discretion of Company, and may be altered or revoked at any time. To the extent there is any conflict between this Agreement and any Company policies as set forth in any Employee Handbook or otherwise, this Agreement shall control.

4.1. Sick leave. Subject to the terms of Company's sick leave policy and applicable law, Employee shall be entitled to twenty-four (24) hours or three days (whichever is greater) of paid sick leave each year. If any local city and/or county ordinance alters the accrual or use of paid sick time available to Employee, the law which is more generous to Employee will apply. Sick leave may not be used for vacation or personal time off, but may be used for preventive care or the diagnosis, care or treatment of an existing health condition including, things like, medical or dental appointments, as well as a need for time off due to domestic violence, sexual assault or stalking. Employee may also use Employee's annual earned sick leave to care for Employee's injured or ill family member, including any of the following: spouse, child of any age, sibling, parent, registered domestic partner, grandparent, grandchild or any other family members specified by applicable law. Paid sick shall not accrue beyond 24 hours in a year and leave may not be cashed out and is not paid out to Employee at the time of termination.

4.2. Vacation. Subject to the terms of Company's vacation policy and applicable law, Employee shall accrue fifteen (15) days (or 120 hours, calculated as eight (8) hours per day) of paid vacation for each year during the Employment Term, prorated for any partial years of employment. Vacation may be accrued and carried over up to a maximum of two (2) times the annual accrual benefit, at which time further accruals of vacation will cease until Employee has brought the accrual bank below that cap. Employee must request use of vacation in advance as designated by Company policy. Company reserves the right to pay out accrued vacation, to schedule vacation for Employee (upon at least ninety (90) days advance notice to Employee), to require Employee to schedule vacation (upon at least ninety (90) days advance notice to Employee) and to deny Employee's request for vacation at any particular time due to business requirements or other Company needs. Accrued but unused vacation may not be cashed out, but will be paid out to Employee at the time of termination at Employee's then-current rate of pay.

4.3. Health insurance. As a full-time employee, Employee shall be entitled to participate in Company's medical, dental, vision, and life insurance programs. Employer shall contribute \$750.00 per month toward Employee's medical insurance premiums. All Company insurance programs may be modified, enhanced or eliminated by Company in Company's sole discretion, and shall at all times be subject to the eligibility requirements of such programs and in accordance with the express terms of the Company's standard benefit policies. The Company shall review this benefit at the end of the 12 months and 24 months of service for Employee, and at the sole discretion of the Company, may consider a reasonable annual increase in the medical insurance benefit that is based on increases in the insurance premium costs.

4.4. Retirement Plan. As a full-time employee, Employee shall be entitled to participate in any retirement plan which may be provided by the Company from time to time as determined in the Company's sole discretion, subject to the eligibility requirements of such plan. The terms of the plan shall be controlled by the applicable plan documents.

5. ARBITRATION OF DISPUTES. As a condition of the terms and conditions contained herein, Employee must sign and agree to be bound by a copy of Company's standard arbitration agreement, attached hereto as Exhibit B.

6. AT-WILL EMPLOYMENT STATUS AND TERMINATION OF EMPLOYMENT. Subject to the termination provisions contained herein, Employee's employment with Company is and shall at all times remain "at will," meaning that either Company or Employee shall have the right at any time, with or without cause or advance notice, to terminate Employee's employment with Company. Nothing in this section and no verbal or written statements, conduct or representations will be deemed to alter this at-will status of employment. Employee's at-will status may not be altered except by a written agreement noting the intent to alter such status, signed by Employee and Company.

6.1. Automatic Termination. This Agreement shall terminate automatically and without the need for notice if (a) Employee dies; or (b) Employee for any other reason becomes legally disqualified (temporarily or permanently) from performing the duties described herein.

6.2. Termination Without Cause. Either party may terminate the employment relationship with or without cause, upon thirty (30) days' written notice to the other, in accordance with the notice provisions set forth in paragraph 8.10 of this Agreement.

6.3. Termination With Cause. In the Company's sole and exclusive discretion, Company shall be able to terminate Employee with cause at any time during the Employment Term. For the purposes of this section, "with cause" shall be defined to include Employee's failure or refusal to follow any lawful directive of the Chairman of the Board of Directors or the Company's Board of Directors, or to comply with Company's lawful policies, fraud or dishonesty in any form, breach of Agreement, violation of law, arrest or conviction of any crime, or conduct which does or could cause damage to Company. Termination with cause shall be effective immediately upon written notice to Employee in accordance with the notice provisions set forth in paragraph 8.10 of this Agreement.

6.4. Effect of Termination.

6.4.1. Compensation. If the Employment is automatically terminated as set forth in provision 6.1 or if the Agreement is terminated by either party without cause as set forth in provision 6.2, Employee (or Employee's heirs) shall be entitled to the compensation and benefits to which Employee is entitled by law as of the date of Employee's termination under this provision, which includes all wages earned and unused vacation accrued through that date, as well as any necessary and reasonable unreimbursed business expenses incurred. Employee (or Employee's heirs) shall also be eligible for a severance payment in an amount equal to four months of Employee's Salary and reimbursement for Employee's payment of health insurance premiums in the

amount of \$750.00 per month for a period of four months after termination of the employment, provided that Employee (or Employee's heirs) first sign the Company's standard severance agreement and Employee does not revoke the severance agreement before the end of any applicable waiting period. Such severance payment shall be reduced by applicable taxes and payroll deductions.

If Employee is terminated by the Company with cause as set forth in provision 6.3 above, Employee shall be entitled to only to the compensation and benefits to which Employee is entitled by law as of the date of his termination under this provision, which includes all wages earned and unused vacation accrued through that date, as well as any necessary and reasonable unreimbursed business expenses incurred.

6.4.2. Survival of Agreement Terms. Sections 5 (Arbitration), 6 (At-Will Employment and Termination of Employment), 7 (Confidentiality), and 8 (Miscellaneous), and will survive any termination or expiration of this Agreement. Termination or expiration of this Agreement will not affect either party's liability for any breach of this Agreement it may have committed before such expiration or termination.

6.4.3. Return of Company Property. Upon Employee's separation from employment for any reason, or upon the request of Company at any time in its sole discretion, Employee shall be required to deliver and return any and all Company information, materials or property in Employee's possession or control.

7. CONFIDENTIALITY. Employee will refrain from using or disclosing any trade secrets or confidential information belonging to the Company or to any vendor, customer or donor. These trade secrets and confidential information include, but are not limited to, Company files and information, vendor and donor files and information, customer account data, marketing data, financial information, form files or samples of work, or other materials related to the Company's business. Employee agrees not to use Company's trade secrets to solicit vendors, customers, donors or employees of Company to terminate their relationship with the Company or to commence a relationship with any other company. Employee also agrees to return all Company trade secrets, confidential information and property to the Company upon Employee's departure from the Company.

8. MISCELLANEOUS.

8.1. Entire Agreement. This Agreement, including Exhibits A and B hereto, sets forth the entire agreement and understanding of the parties with regard to the subject matter hereof and supersedes all prior agreements, arrangements and understandings, written or oral, between the parties with respect to the subject matter of this Agreement. No verbal or written representation, promise or inducement has been made by either party that is not embodied in this Agreement.

8.2. Governing Law; Venue. California law, without regard to conflict or choice of law principles, shall govern the construction and interpretation of this Agreement and all claims, controversies and other disputes and proceedings concerning or arising out of this Agreement. Venue shall be proper only in San Luis Obispo County, California and the parties by this Agreement consent to the jurisdiction of the courts of the State of California and venue in San Luis Obispo County, California, subject to the Arbitration Agreement entered into between the parties.

8.3. Attorneys' Fees. If any party to this Agreement commences an action against another party to this Agreement related in any way to the Company's employment of Employee, Employee's separation from employment or the terms of this Agreement, or any other matters between the parties, the losing party shall pay the prevailing party's reasonable attorneys' fees, costs and expenses, court costs and other costs of action incurred in connection with the prosecution or defense of such action, whether or not the action is prosecuted to a final judgment, as well as reasonable attorneys' fees incurred in any post judgment proceeding to enforce any judgment in connection with this Agreement, except as otherwise provided by law.

8.4. Policies, Regulations and Guidelines. Company may from time to time issue policies, rules, regulations, guidelines, procedures, or other informational material, whether in the form of handbooks, memoranda, or otherwise, relating to Company's employees, and may from time to time amend or revoke those materials. Employee agrees that such information and materials shall apply to Employee, and agrees to comply with such information and materials at all times, provided that if any such materials directly conflict with any provision of this Agreement, the provisions of this Agreement shall control to the extent permitted by law.

8.5. Amendments; Waivers. Except as specifically set forth herein, this Agreement may be amended, modified, superseded, canceled, renewed or extended, and the terms or covenants of this Agreement may be waived, only by a written instrument executed by both of the parties hereto. No waiver by either party of the breach of any term or covenant contained in this Agreement, whether by conduct or otherwise, in any one or more instances, shall be deemed to be, or construed as, a further or continuing waiver of any such breach, or a waiver of the breach of any other term or covenant contained in this Agreement.

8.6. Further Assurances. Employee shall execute such documents and other papers and take such further actions as may be reasonably required or desirable to carry out the provisions hereof and the transactions contemplated hereby.

8.7. No Other Representations. No representation, promise or inducement has been made by either party that is not embodied in this Agreement, and neither party shall be bound by or be liable for any alleged representation, promise or inducement not so set forth.

8.8. Severability. If any of the provisions of this Agreement, including Exhibits A and B, are determined to be unlawful or otherwise unenforceable, in whole or in part, such determination shall not affect the validity of the remainder of this Agreement, and this Agreement shall be reformed to the extent necessary to carry out its provisions to the greatest extent possible.

8.9. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, executors, administrators, successors and assigns.

8.10. Notices. All notices, deliveries, requests, consents and other communications required or permitted to be given under this Agreement shall be in writing

and shall be deemed to have been duly given if delivered to the parties at the addresses set forth below, or at such other address as a party may designate by notice in writing to the other from time to time, and (a) if delivered personally, when delivered; (b) if delivered by overnight carrier (fees prepaid and confirmation of delivery), on the date of delivery; or (c) if delivered by first class U.S. mail (postage prepaid and confirmation of delivery), on the date of delivery.

If to Company: VISIT MORRO BAY

Attention: [REDACTED]

695 Harbor St.

Morro Bay, CA 93442

Telephone: (805) [REDACTED]

Email: [REDACTED]

If to Employee: MICHAEL WAMBOLT

1340 Jasmine Place

Arroyo Grande, CA 93420

Telephone Home: Same as Mobile

Telephone Mobile: (805)903-3004

Email: Michaelrwambolt@gmail.com

8.11. Assignment; Successors. This Agreement is fully assignable by Company to any person or entity, including any successor entity; provided, however, that any such person or entity shall be obligated to perform Company's obligations under this Agreement in accordance with its terms. As to Employee, this is a personal service contract and Employee may not assign this Agreement or any part of this Agreement.

8.12. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which, when taken together, constitute one and the same document. The signature of any party to any counterpart shall be deemed a signature to, and may be appended to, any other counterpart.

8.13. Opportunity to Consult with Independent Counsel. By execution of this Agreement, Employee confirms and acknowledges that Employee has been afforded the opportunity to retain separate, independent legal counsel to represent Employee's interest in connection with this Agreement at Employee's own cost and that Employee has obtained such legal representation or that Employee has voluntarily elected not to do so.

8.14. Advice of Counsel; Knowing and Voluntary Execution. The parties to this Agreement have each sought the advice of counsel to the extent deemed necessary by that party with regard to the terms of this Agreement. Each party voluntarily enters into this Agreement, including Exhibits A and B attached hereto, with full knowledge and understanding of its terms.

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the date set forth below.

Dated: _____

VISIT MORRO BAY

By: _____

Title: _____

Dated: _____

MICHAEL WAMBOLT

Exhibit A (Job Description)

Exhibit B (Arbitration Agreement)

EXHIBIT A – JOB DESCRIPTION

Position Title: Executive Director

Company: Visit Morro Bay (VMB)

Location: Morro Bay, CA

Reports to: Board of Directors

Employment Type: Full-Time Exempt

Education Requirements: Four-Year Related Degree (or equivalent experience)

Experience Required: 5+ years of management/leadership experience in Tourism or a related field

The Executive Director position for Visit Morro Bay (VMB) requires a wide range of skills from executive management services, leading the Board of Directors through decision-making to administrative services, ensuring the administrative work such as minutes, agendas and reports are completed. The Executive Director will also lead the organization through a branding process and develop and execute a marketing program. Below are other responsibilities of the position:

- Assists in the implementation of the VMB Strategic Plan, Mission and Vision
- Oversees all administrative, operational, financial, sales and marketing functions
- Assists with the development of a destination branding and marketing strategy that promotes Morro Bay lodging businesses to overnight visitors
- Leads the development and implementation of the strategic sales and marketing plan with input from the VMB Board and agency of record
- Manages organizational spending, monitors budget compliance and adheres to the financial policies of the organization in accordance with State law
- Develops the annual budget and annual report and presents to the Board of Directors and the City of Morro Bay City Council
- Establishes and maintains ongoing effective communications with community stakeholders, partners, City and County government leaders, the media, event planners, and the local tourism industry
- Develops, implements and oversees marketing programs and promotions to increase overnight visitation to Morro Bay
- Serves as the chief spokesperson of Visit Morro Bay and interacts with stakeholders, media, City staff, and Councilmembers
- Establishes, tracks, and reports on measurable goals and benchmarks for programs
- Manages social media, email, website marketing and communications, and implements production of a newsletter or other communication tools
- Represents the VMB Office at selected local, state, regional and national meetings, including acting as the media spokesperson and giving public/legislative testimony when appropriate
- Provides day-to-day management of operations, vendors, and staff

- Ensures compliance with Bylaws, Brown Act and other VMB governing documents and California Corporations Law
- Negotiates and manages contracts
- Coordinates date and location for Board of Directors meetings
- Assembles, prepares, and distributes Board of Directors meeting agenda packets
- Staffs board meetings, takes and prepares minutes and follow-up reports
- Responds to and manages all VMB inquiries
- Takes on additional projects and/or responsibilities as defined by the VMB Board

COMPETENCIES:

- | | | |
|----------------------|-------------------|------------------------|
| • Leadership | • Collaboration | • Integrity |
| • Strategic Thinking | • Decision Making | • Mission Driven |
| • Team Builder | • Effectiveness | • Financial Management |

QUALIFICATIONS:

- A Bachelor's Degree in Marketing, Communication, Business, or equivalent experience
- At least 5 years of progressive experience in tourism and hospitality management
- Knowledge of marketing, business theories, practices and procedures
- Experience in budget accounting and budget management
- Strong interpersonal skills and ability to lead
- Superior oral and written communication skills
- Ability to work flexible hours and travel out of area to represent the organization at various industry meetings
- Ability to work independently

PREFERRED EDUCATION AND EXPERIENCE:

- Knowledge of destination marketing, business theories, practices and procures
- Knowledge of budget development
- Experience leading a non-profit organization
- Travel industry managerial experience
- Training or extended exposure to destination and/or economic development activities
- Understanding of Brown Act, Public Records Act compliance and assessment district law and Proposition 26 specific benefit requirements

COMPENSATION:

The Executive Director is an exempt position. Salary and benefits will be commensurate with experience and competitive with local industry standards.

EXHIBIT B

VISIT MORRO BAY ARBITRATION AGREEMENT

Although VISIT MORRO BAY (the "Company") hopes that employment disputes will not occur, the Company believes that where such disputes do arise, it is in the mutual interest of everyone involved to handle them in binding arbitration, which generally resolves disputes quicker than court litigation and with a minimum of disturbance to all parties involved.

By entering into this Agreement, the Company and the undersigned Employee are waiving the right to a jury trial for most employment-related disputes. The Employee further understands that entering into this Arbitration Agreement does not alter the Employee's at-will employment with the Company.

The Company and the undersigned Employee hereby agree that any dispute with any party (including the Company, its affiliates, successors, and representatives) arising out of or in any way related to Employee's employment with the Company or the termination of Employee's employment with the Company shall be resolved by mandatory, binding arbitration before a retired judge or other arbitrator selected by mutual agreement of the Company and the Employee.

The arbitration requirement **does apply** to all statutory, contractual and/or common law claims arising from employment with the Company including, but not limited to, the following:

- Any dispute relating to the interpretation, applicability, enforceability, or formation of this Agreement, including but not limited to any claim that all or any part of this Agreement is void or voidable;
- Claims that could be asserted in court, including breach of any express or implied contract or covenant; tort claims; claims for retaliation, discrimination or harassment of any kind, including claims based on sex, pregnancy, race, national or ethnic origin, age, religion, creed, marital status, sexual orientation, mental or physical disability, medical condition or other characteristics protected by law. This includes claims under Title VII of the Civil Rights Act of 1964, the Age Discrimination in Employment Act, the Americans with Disabilities Act, the federal Fair Labor Standards Act, the California Fair Employment and Housing Act, the California Constitution, the California Labor Code, or any other federal or state statute covering these subjects;
- Claims for violation of any statutory leave law, including the federal Family and Medical Leave Act (FMLA), the California Family Rights Act (CFRA), California Paid Leave or any related federal or state statute;
- Violations of confidentiality or breaches of trade secrets;
- Violation of any other federal, state, or other governmental law, regulation or ordinance, whether based on statute or common law;

- Claims made against the Company or any of its subsidiary or affiliated entities, or its individual officers, directors or employees for any matters arising out of any of the above claims.

This Arbitration Agreement **does not** cover the following claims:

- Administrative claims properly presented to an administrative agency, such as the Equal Employment Opportunity Commission (EEOC) or federal Department of Labor (Wage and Hour Division), or any equivalent state administrative agency, except that if any such claim is dismissed from the administrative agency's jurisdiction, the parties must then submit to binding arbitration pursuant to this Agreement. The Employee may (but is not required to) choose arbitration to resolve the Employee's dispute rather than pursuing a claim with an administrative agency.
- Workers' Compensation benefits;
- Unemployment compensation benefits;
- Claims based on the National Labor Relations Act;
- Claims based upon any Company employee benefit and/or welfare plan that contains an appeal procedure or other procedure for the resolution of disputes under the plan;
- Claims brought under the Private Attorneys General Act ("PAGA") as set forth in California Labor Code sections 2698 *et seq.*;
- Claims that by law may not be arbitrated.

Except as otherwise required by applicable law, the parties agree that all claims subject to binding arbitration under this Agreement, including as set forth more specifically above, shall be conducted on an individual basis, and not as a class action, or representative action or collective action.

Binding arbitration under this Agreement shall be conducted in accordance with any applicable state statutes providing for arbitration procedures. Alternatively, if no such state statutes exist, then arbitration shall be conducted pursuant to the rules of the American Arbitration Association ("AAA") for employment law disputes. A copy of these AAA rules can be found at www.adr.org under "Rules & Procedures". The parties may mutually agree upon another arbitration procedure.

The arbitrator shall be a retired superior or appellate court judge or other professional arbitrator chosen by agreement of the parties or any local dispute resolution service administered by the Superior Court of the county in which the dispute arose. The arbitrator shall not have any authority to consolidate, combine or aggregate the claims of the undersigned employee with those of any other employee. The arbitrator shall have no authority to create an arbitration proceeding on a class basis, nor to award relief to a class of employees in one arbitration proceeding.

Any dispute with any party arising out of or in any way related to Employee's employment with the Company or termination of employment with the Company must be submitted to binding arbitration within the applicable statute of limitations prescribed by law. With the exception of a filing fee that shall not exceed the cost to file a comparable claim in state or federal court, the Company shall pay the fees and costs of the Arbitrator, and each party shall pay for its own costs and attorneys' fees. However, the Arbitrator may award costs and/or attorneys' fees to the prevailing party to the extent permitted by law and shall follow any applicable statutory requirements regarding an award of attorneys' fees and costs.

The parties will be permitted to conduct discovery as provided by the applicable state statute(s). In the absence of any such statute(s), the parties shall follow the discovery procedures set forth by the American Arbitration Association. Within 30 days of the conclusion of the arbitration, the Arbitrator shall issue a written opinion setting forth the factual and legal basis for his or her decision. The Arbitrator shall have the power and discretion to award to the prevailing party all damages provided under the applicable law.

If any provision of this Agreement is held to be unenforceable, it shall be stricken from the Agreement and the remainder of the Agreement shall be fully enforceable. If any provision of this Agreement is held to be in conflict with a mandatory provision of applicable law, the conflicting provision of this Agreement shall be modified automatically to comply with the applicable law until such time as the provision can be formally modified to comply with the law.

I acknowledge that I have carefully read this Agreement, and that I understand and freely agree to its terms. I have entered into this Agreement voluntarily and have not relied upon any promises or representations other than those contained herein. I understand that I am giving up my right to a court or jury trial by entering into this Agreement. I understand that this Arbitration Agreement does not change my at-will employment status with the Company.

Date

Print Employee Name

Employee Signature

Date

Print Company Representative Name and Title

Company Representative Signature



Visit Morro Bay's Marketing RFP Timing.

Week of 8/9/2021	3 finalists chosen and notified of final presentation dates and times
	Sub-Committee reviews proposals due 9/11
8/17 & 8/18/2021	Oral presentations by finalists, Board of Directors invited to join, scorecards reviewed, final recommendation made
8/18/2021	Sub Committee approves final recommendation to Board of Directors
9/16/2021	Board of Directors Approval – Board meeting
9/17/2021	Selected proposer announced & contract negotiations begin
9/2021 – 9/1/2021	Start date / transition – Mid-September to early October 2021



Visit Morro Bay TBID Board of Director Meeting Schedule

Thursday, July 28, 2012 – 9am

Thursday, September 16, 2021 – 9am

Thursday, November 18, 2021 – 9am

Thursday, January 20, 2022 – 9am

Thursday, March 17, 2022 – 9am

Thursday, May 19, 2022 -9am

Thursday, June 16, 2022 – Budget Meeting – TBA