

COUNTY OF MONTEREY AGREEMENT FOR PROFESSIONAL SERVICES
(MORE THAN \$100,000)*

This Professional Services Agreement ("Agreement") is made by and between the County of Monterey, a political subdivision of the State of California (hereinafter "County") and:
Monterey County Convention and Visitors Bureau (MCCVB)
(hereinafter "CONTRACTOR").

In consideration of the mutual covenants and conditions set forth in this Agreement, the parties agree as follows:

1. **SERVICES TO BE PROVIDED.** The County hereby engages CONTRACTOR to perform, and CONTRACTOR hereby agrees to perform, the services described in Exhibit A in conformity with the terms of this Agreement. The services are generally described as follows:
Provide Develop and implementation of programs that will promote Monterey County as a leisure and travel destination.
2. **PAYMENTS BY COUNTY.** County shall pay the CONTRACTOR in accordance with the payment provisions set forth in Exhibit A, subject to the limitations set forth in this Agreement. The total amount payable by County to CONTRACTOR under this Agreement shall not exceed the sum of \$ 897,423.
3. **TERM OF AGREEMENT.** The term of this Agreement is from July 1, 2010 to June 30, 2011, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both CONTRACTOR and County and with County signing last, and CONTRACTOR may not commence work before County signs this Agreement.
4. **ADDITIONAL PROVISIONS/EXHIBITS.** The following attached exhibits are incorporated herein by reference and constitute a part of this Agreement:

Exhibit A Scope of Services/Payment Provisions
Exhibit B FY 2010-11 MCCVB Work Plan

5. **PERFORMANCE STANDARDS.**

5.01. CONTRACTOR warrants that CONTRACTOR and CONTRACTOR's agents, employees, and subcontractors performing services under this Agreement are specially trained, experienced, competent, and appropriately licensed to perform the work and deliver the services required under this Agreement and are not employees of the County, or immediate family of an employee of the County.

5.02. CONTRACTOR, its agents, employees, and subcontractors shall perform all work in a safe and skillful manner and in compliance with all applicable laws and regulations. All work performed under this Agreement that is required by law to be performed or supervised by licensed personnel shall be performed in accordance with such licensing requirements.

*Approved by County Board of Supervisors on _____

5.03. CONTRACTOR shall furnish, at its own expense, all materials, equipment, and personnel necessary to carry out the terms of this Agreement, except as otherwise specified in this Agreement. CONTRACTOR shall not use County premises, property (including equipment, instruments, or supplies) or personnel for any purpose other than in the performance of its obligations under this Agreement.

6. PAYMENT CONDITIONS.

6.01. CONTRACTOR shall submit to the Contract Administrator an invoice on a form acceptable to County. If not otherwise specified, the CONTRACTOR may submit such invoice periodically or at the completion of services, but in any event, not later than 30 days after completion of services. The invoice shall set forth the amounts claimed by CONTRACTOR for the previous period, together with an itemized basis for the amounts claimed, and such other information pertinent to the invoice as the County may require. The Contract Administrator or his or her designee shall certify the invoice; either in the requested amount or in such other amount as the County approves in conformity with this Agreement, and shall promptly submit such invoice to the County Auditor-Controller for payment. The County Auditor-Controller shall pay the amount certified within 30 days of receiving the certified invoice.

6.02. CONTRACTOR shall not receive reimbursement for travel expenses unless set forth in this Agreement.

7. TERMINATION.

7.01. During the term of this Agreement, the County may terminate the Agreement for any reason by giving written notice of termination to the CONTRACTOR at least thirty (30) days prior to the effective date of termination. Such notice shall set forth the effective date of termination. In the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the services provided prior to the date of termination.

7.02. The County may cancel and terminate this Agreement for good cause effective immediately upon written notice to CONTRACTOR. "Good cause" includes the failure of CONTRACTOR to perform the required services at the time and in the manner provided under this Agreement. If County terminates this Agreement for good cause, the County may be relieved of the payment of any consideration to CONTRACTOR, and the County may proceed with the work in any manner, which County deems proper. The cost to the County shall be deducted from any sum due the CONTRACTOR under this Agreement.

8. INDEMNIFICATION. CONTRACTOR shall indemnify, defend, and hold harmless the County, its officers, agents, and employees, from and against any and all claims, liabilities, and losses whatsoever (including damages to property and injuries to or death of persons, court costs, and reasonable attorneys' fees) occurring or resulting to any and all persons, firms or corporations furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims, liabilities, and losses occurring or resulting to any person, firm, or corporation for damage, injury, or death arising out of or connected with the CONTRACTOR's performance of this Agreement, unless such claims, liabilities, or losses arise out of the sole negligence or willful misconduct of the County. "CONTRACTOR's performance" includes CONTRACTOR's action or inaction and the action or inaction of CONTRACTOR's officers, employees, agents and subcontractors.

9.0 INSURANCE.

9.01 Evidence of Coverage:

Prior to commencement of this Agreement, the Contractor shall provide a "Certificate of Insurance" certifying that coverage as required herein has been obtained. Individual endorsements executed by the insurance carrier shall accompany the certificate. In addition the Contractor upon request shall provide a certified copy of the policy or policies.

This verification of coverage shall be sent to the County's, Contracts/Purchasing Department, unless otherwise directed. The Contractor shall not receive a "Notice to Proceed" with the work under this Agreement until it has obtained all insurance required and such, insurance has been approved by the County. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

9.02 Qualifying Insurers:

All coverage's, except surety, shall be issued by companies which hold a current policy holder's alphabetic and financial size category rating of not less than A- VII, according to the current Best's Key Rating Guide or a company of equal financial stability that is approved by the County's Purchasing Manager.

9.03 Insurance Coverage Requirements:

Without limiting CONTRACTOR's duty to indemnify, CONTRACTOR shall maintain in effect throughout the term of this Agreement a policy or policies of insurance with the following minimum limits of liability:

Commercial general liability insurance, including but not limited to premises and operations, including coverage for Bodily Injury and Property Damage, Personal Injury, Contractual Liability, Broadform Property Damage, Independent Contractors, Products and Completed Operations, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

Exemption/Modification (Justification attached; subject to approval).

Business automobile liability insurance, covering all motor vehicles, including owned, leased, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit for Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

Exemption/Modification (Justification attached; subject to approval).

Workers' Compensation Insurance, if CONTRACTOR employs others in the performance of this Agreement, in accordance with California Labor Code section 3700 and with Employer's Liability limits not less than \$1,000,000 each person, \$1,000,000 each accident and \$1,000,000 each disease.

Exemption/Modification (Justification attached; subject to approval).

Professional liability insurance, if required for the professional services being provided, (e.g., those persons authorized by a license to engage in a business or profession regulated by the California Business and Professions Code), in the amount of not less than \$1,000,000 per claim and \$2,000,000 in the aggregate, to cover liability for malpractice or errors or omissions made in the course of rendering professional services. If professional liability insurance is written on a "claims-made" basis rather than an occurrence basis, the CONTRACTOR shall, upon the expiration or earlier termination of this Agreement, obtain extended reporting coverage ("tail coverage") with the same liability limits. Any such tail coverage shall continue for at least three years following the expiration or earlier termination of this Agreement.

Exemption/Modification (Justification attached; subject to approval).

9.04 Other Insurance Requirements.

All insurance required by this Agreement shall be with a company acceptable to the County and issued and executed by an admitted insurer authorized to transact Insurance business in the State of California. Unless otherwise specified by this Agreement, all such insurance shall be written on an occurrence basis, or, if the policy is not written on an occurrence basis, such policy with the coverage required herein shall continue in effect for a period of three years following the date CONTRACTOR completes its performance of services under this Agreement.

Each liability policy shall provide that the County shall be given notice in writing at least thirty days in advance of any endorsed reduction in coverage or limit, cancellation, or intended non-renewal thereof. Each policy shall provide coverage for Contractor and additional insureds with respect to claims arising from each subcontractor, if any, performing work under this Agreement, or be accompanied by a certificate of insurance from each subcontractor showing each subcontractor has identical insurance coverage to the above requirements.

Commercial general liability and automobile liability policies shall provide an endorsement naming the County of Monterey, its officers, agents, and employees as Additional Insureds with respect to liability arising out of the CONTRACTOR'S work, including ongoing and completed operations, and shall further provide that such insurance is primary insurance to any insurance or self-insurance maintained by the County and that the insurance of the Additional Insureds shall not be called upon to contribute to a loss covered by the CONTRACTOR'S insurance. The required endorsement form for Commercial General Liability Additional Insured is ISO Form CG 20 10 11-85 or CG 20 10 10 01 in tandem with CG 20 37 10 01 (2000). The required endorsement form for Automobile Additional Insured endorsement is ISO Form CA 20 48 02 99.

Prior to the execution of this Agreement by the County, CONTRACTOR shall file certificates of insurance with the County's contract administrator and County's Contracts/Purchasing Division, showing that the CONTRACTOR has in effect the insurance required by this Agreement. The CONTRACTOR shall file a new or amended certificate of insurance within five calendar days after any change is made in any insurance policy, which would alter the information on the certificate then on file. Acceptance or approval of insurance shall in no way modify or change the indemnification clause in this Agreement, which shall continue in full force and effect.

CONTRACTOR shall at all times during the term of this Agreement maintain in force the insurance coverage required under this Agreement and shall send, without demand by County, annual certificates to County's Contract Administrator and County's Contracts/Purchasing Division. If the certificate is not received by the expiration date, County shall notify CONTRACTOR and CONTRACTOR shall have five calendar days to send in the certificate, evidencing no lapse in coverage during the interim. Failure by CONTRACTOR to maintain such insurance is a default of this Agreement, which entitles County, at its sole discretion, to terminate this Agreement immediately.

10. RECORDS AND CONFIDENTIALITY.

- 10.01 Confidentiality. CONTRACTOR and its officers, employees, agents, and subcontractors shall comply with any and all federal, state, and local laws, which provide for the confidentiality of records and other information. CONTRACTOR shall not disclose any confidential records or other confidential information received from the County or prepared in connection with the performance of this Agreement, unless County specifically permits CONTRACTOR to disclose such records or information. CONTRACTOR shall promptly transmit to County any and all requests for disclosure of any such confidential records or information. CONTRACTOR shall not use any confidential information gained by CONTRACTOR in the performance of this Agreement except for the sole purpose of carrying out CONTRACTOR's obligations under this Agreement.
- 10.02 County Records. When this Agreement expires or terminates, CONTRACTOR shall return to County any County records which CONTRACTOR used or received from County to perform services under this Agreement.
- 10.03 Maintenance of Records. CONTRACTOR shall prepare, maintain, and preserve all reports and records that may be required by federal, state, and County rules and regulations related to services performed under this Agreement. CONTRACTOR shall maintain such records for a period of at least three years after receipt of final payment under this Agreement. If any litigation, claim, negotiation, audit exception, or other action relating to this Agreement is pending at the end of the three year period, then CONTRACTOR shall retain said records until such action is resolved.
- 10.04 Access to and Audit of Records. The County shall have the right to examine, monitor and audit all records, documents, conditions, and activities of the CONTRACTOR and its subcontractors related to services provided under this Agreement. Pursuant to Government Code section 8546.7, if this Agreement involves the expenditure of public funds in excess of \$10,000, the parties to this Agreement may be subject, at the request of the County or as part of any audit of the County, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this Agreement for a period of three years after final payment under the Agreement.
- 10.05 Royalties and Inventions. County shall have a royalty-free, exclusive and irrevocable license to reproduce, publish, and use, and authorize others to do so, all original computer programs, writings, sound recordings, pictorial reproductions, drawings, and other works of similar nature produced in the course of or under this Agreement. CONTRACTOR shall not publish any such material without the prior written approval of County.

11. **NON-DISCRIMINATION.** During the performance of this Agreement, CONTRACTOR, and its subcontractors, shall not unlawfully discriminate against any person because of race, religious creed, color, sex, national origin, ancestry, physical disability, mental disability, medical condition, marital status, age (over 40), or sexual orientation, either in CONTRACTOR's employment practices or in the furnishing of services to recipients. CONTRACTOR shall ensure that the evaluation and treatment of its employees and applicants for employment and all persons receiving and requesting services are free of such discrimination. CONTRACTOR and any subcontractor shall, in the performance of this Agreement, fully comply with all federal, state, and local laws and regulations, which prohibit discrimination. The provision of services primarily or exclusively to such target population as may be designated in this Agreement shall not be deemed to be prohibited discrimination.
12. **COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANT.** If this Agreement has been or will be funded with monies received by the County pursuant to a contract with the state or federal government in which the County is the grantee, CONTRACTOR will comply with all the provisions of said contract, to the extent applicable to CONTRACTOR as a subgrantee under said contract, and said provisions shall be deemed a part of this Agreement, as though fully set forth herein. Upon request, County will deliver a copy of said contract to CONTRACTOR, at no cost to CONTRACTOR.
13. **INDEPENDENT CONTRACTOR.** In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is at all times acting and performing as an independent contractor and not as an employee of the County. No offer or obligation of permanent employment with the County or particular County department or agency is intended in any manner, and CONTRACTOR shall not become entitled by virtue of this Agreement to receive from County any form of employee benefits including but not limited to sick leave, vacation, retirement benefits, workers' compensation coverage, insurance or disability benefits. CONTRACTOR shall be solely liable for and obligated to pay directly all applicable taxes, including federal and state income taxes and social security, arising out of CONTRACTOR's performance of this Agreement. In connection therewith, CONTRACTOR shall defend, indemnify, and hold County harmless from any and all liability, which County may incur because of CONTRACTOR's failure to pay such taxes.
14. **NOTICES.** Notices required under this Agreement shall be delivered personally or by first-class, postage pre-paid mail to the County and CONTRACTOR'S contract administrators at the addresses listed below:

FOR COUNTY:	FOR CONTRACTOR:
Debby L. Bradshaw, Management Analyst III <hr/> Name and Title	Mark Bastis, Chair Board of Directors <hr/> Name and Title
168 West Alisal Street, Third Floor Salinas, CA 93901 <hr/> Address	765 Wave Street Monterey, CA 93940 <hr/> Address
831-755-5338 <hr/> Phone	831-657-6400 <hr/> Phone

15. MISCELLANEOUS PROVISIONS.

- 15.01 Conflict of Interest. CONTRACTOR represents that it presently has no interest and agrees not to acquire any interest during the term of this Agreement, which would directly or indirectly conflict in any manner or to any degree with the full and complete performance of the professional services required to be rendered under this Agreement.
- 15.02 Amendment. This Agreement may be amended or modified only by an instrument in writing signed by the County and the CONTRACTOR.
- 15.03 Waiver. Any waiver of any terms and conditions of this Agreement must be in writing and signed by the County and the CONTRACTOR. A waiver of any of the terms and conditions of this Agreement shall not be construed as a waiver of any other terms or conditions in this Agreement.
- 15.04 Contractor. The term "CONTRACTOR" as used in this Agreement includes CONTRACTOR's officers, agents, and employees acting on CONTRACTOR's behalf in the performance of this Agreement.
- 15.05 Disputes. CONTRACTOR shall continue to perform under this Agreement during any dispute.
- 15.06 Assignment and Subcontracting. The CONTRACTOR shall not assign, sell, or otherwise transfer its interest or obligations in this Agreement without the prior written consent of the County. None of the services covered by this Agreement shall be subcontracted without the prior written approval of the County. Notwithstanding any such subcontract, CONTRACTOR shall continue to be liable for the performance of all requirements of this Agreement.
- 15.07 Successors and Assigns. This Agreement and the rights, privileges, duties, and obligations of the County and CONTRACTOR under this Agreement, to the extent assignable or delegable, shall be binding upon and inure to the benefit of the parties and their respective successors, permitted assigns, and heirs.
- 15.08 Compliance with Applicable Law. The parties shall comply with all applicable federal, state, and local laws and regulations in performing this Agreement.
- 15.09 Headings. The headings are for convenience only and shall not be used to interpret the terms of this Agreement.
- 15.10 Time is of the Essence. Time is of the essence in each and all of the provisions of this Agreement.
- 15.11 Governing Law. This Agreement shall be governed by and interpreted under the laws of the State of California.
- 15.12 Non-exclusive Agreement. This Agreement is non-exclusive and both County and CONTRACTOR expressly reserve the right to contract with other entities for the same or similar services.

- 15.13 Construction of Agreement. The County and CONTRACTOR agree that each party has fully participated in the review and revision of this Agreement and that any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in the interpretation of this Agreement or any amendment to this Agreement.
- 15.14 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.
- 15.15 Authority. Any individual executing this Agreement on behalf of the County or the CONTRACTOR represents and warrants hereby that he or she has the requisite authority to enter into this Agreement on behalf of such party and bind the party to the terms and conditions of this Agreement.
- 15.16 Integration. This Agreement, including the exhibits, represent the entire Agreement between the County and the CONTRACTOR with respect to the subject matter of this Agreement and shall supersede all prior negotiations, representations, or agreements, either written or oral, between the County and the CONTRACTOR as of the effective date of this Agreement, which is the date that the County signs the Agreement.
- 15.17 Interpretation of Conflicting Provisions. In the event of any conflict or inconsistency between the provisions of this Agreement and the Provisions of any exhibit or other attachment to this Agreement, the provisions of this Agreement shall prevail and control.

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IN WITNESS WHEREOF, County and CONTRACTOR have executed this Agreement as of the day and year written below.

COUNTY OF MONTEREY

CONTRACTOR

By: _____
Purchasing Officer

Date: _____

By: _____
Department Head (if applicable)

Date: _____

By: _____
Board of Supervisors (if applicable)

Date: _____

Approved as to Form¹

By: Wagner Blankenship
County Counsel

Date: 7/6/10

Approved as to Fiscal Provisions²

By: _____

Date: _____
Auditor/Controller
COUNTY OF MONTEREY

APPROVED AS TO INDEMNITY/
INSURANCE LANGUAGE

Approved as to Indemnity Provisions

By: Andria Schumaker
Risk Management

Date: 7-19-10

Monterey Co. Convention & Visitors Bureau
Contractor's Business Name*

By: [Signature]
(Signature of Chair, President, or
Vice-President)*

PRESIDENT

Date: 06/30/10
Name and Title

By: _____
(Signature of Secretary, Asst. Secretary, CFO,
Treasurer or Asst. Treasurer)*

Date: 6/30/10
Name and Title
John Lloyd, Treasurer

County Board of Supervisors' Agreement Number: _____

*INSTRUCTIONS: If CONTRACTOR is a corporation, including limited liability and non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two specified officers. If CONTRACTOR is a partnership, the name of the partnership shall be set forth above together with the signature of a partner who has authority to execute this Agreement on behalf of the partnership. If CONTRACTOR is contracting in an individual capacity, the individual shall set forth the name of the business, if any, and shall personally sign the Agreement.

¹Approval by County Counsel is required

²Approval by Auditor-Controller is required

³Approval by Risk Management is necessary only if changes are made in paragraph 8 or 9

EXHIBIT-A

**To
Professional Service Agreement
Between
COUNTY ADMINISTRATIVE OFFICE – INTERGOVERNMENTAL AND
LEGISLATIVE AFFAIRS
AND
MONTEREY COUNTY CONVENTION & VISITORS BUREAU (MCCVB)
Scope of Services / Payment Provisions**

A. SCOPE OF SERVICES

- A.1 The CONTRACTOR shall provide services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

PURPOSE: To develop and implement programs that will promote Monterey County as a leisure and business travel destination.

PROJECTS/ACTIVITIES

The MCCVB will continue to develop and implement programs that will attract more tourists to the County, especially during the off-season periods, as is consistent with the FY 2010-11 Marketing Plan.

Contractor shall use County funding to implement the programs listed below:

Leisure Marketing
Group Sales
Internet Marketing
Visitor Center and Fulfillment
Communications-Media Relations

The 2010- 2011 MCCVB Marketing Plan is incorporated as part of this Agreement.

Performance Measures

Number of partnerships/collaborations developed within the tourism industry, and local organizations and companies.

Number of visitors, total visitors dollar spent, communications media equivalency, group sales new and book leads – plus room revenue, web hits, and customer database, attendance at local events and economic impact.

Number of jobs created directly or indirectly as a result of an increase in lodging properties.

A.2 The CONTRACTOR shall produce the following written reports or other written documents (deliverables) by the dates indicated below:

<u>DUE DATE</u>	<u>REPORT PERIOD</u>
January 31, 2011	July 1, 2010 – December 31, 2010 (6-month status report)
May 1, 2011	July 1, 2010 – March 31, 2011 (9-month status report)
May 1, 2011	FY 2011-2012 Annual Work Plan and Budget
July 31, 2011	July 1, 2010 – June 30, 2011 (12 month final report)

Contractor shall submit a financial report on actual vs. estimated income with each status report.

The status reports and budget documents shall be in a format approved by the County. The Overall Economic Development Commission (OEDC) and/or the OEDC Grants and Finance Committee reserve the right to hold an interview with the Contractor as needed.

Contractor shall provide a current board roster with each status report that reflects representation from all areas of the County. The County reserves the right to comment on the unincorporated areas' representation and may withhold payment until any disputes are resolved.

All written reports required under this Agreement shall be delivered to Debby Bradshaw, Contract Manager, in accordance with the schedule above:

Ms. Debby Bradshaw, Management Analyst III
County of Monterey
Administrative Office - Intergovernmental Affairs
168 W. Alisal Street – 3rd Floor
Salinas CA 93901

B. PAYMENT PROVISIONS

B.1 COMPENSATION/ PAYMENT

DEPARTMENT shall pay an amount not to exceed (\$897,423) for the performance of all things necessary for or incidental to the performance of work as set forth in the Scope of Work. CONTRACTOR'S compensation for services rendered shall be based on the following rates or in accordance with the following terms:

Contractor shall submit quarterly invoices. Quarterly payments of \$224,355.75 will be paid to the Contractor, upon receipt of invoices.

Contractor payments in advance are required because the Contractor's financial structure requires cash flow to finance the up front costs of development of public relations and advertising campaigns and trade shows. Prior to payment of the second quarter and each following advance, Contractor shall submit a financial report substantiating expenditures of the prior advance. County shall thereafter review and approve such report.

Contractor shall submit quarterly invoices to:

Ms. Debby Bradshaw, Management Analyst III
County of Monterey
Administrative Office - Intergovernmental Affairs
168 W. Alisal Street - 3rd Floor
Salinas CA 93901

Contractor shall provide documentation that private sector revenue is being generated to offset General Administration.

B.3 CONTRACTORS BILLING PROCEDURES

NOTE: Payment may be based upon satisfactory acceptance of each deliverable, payment after completion of each major part of the Agreement, payment at conclusion of the Agreement, etc.

C. OTHER PROVISIONS

The Intergovernmental and Legislative Affairs Director or his designee must approve any modifications or amendments to the above scope of work, budget, or funded activities. Contractor shall acknowledge the Monterey County Board of Supervisors for their funding contribution on appropriate material/publications.

The Contractor shall provide the Intergovernmental and Legislative Affairs Director or his designee with a copy of any written or visual publications funded under the terms of this agreement.

**Monterey County Convention & Visitors Bureau
FY 10-11 Work Plan**

Executive Summary



MCCVB Business Plan Model (figure 1)

The Monterey County Convention and Visitors Bureau (MCCVB) FY 10-11 Work Plan establishes a foundational and fundamental business plan/model prioritizing dollars to efficiently generate key business results. The work plan's intent is to parallel the organizations program of work with the customers marketing and sales cycle in the decision to purchase travel (see figure 1, 1a, 1b).

The FY 10-11 Business Plan integrates five important organizational steps that align process with generating business opportunities and results. The first step is to establish organizational goals and objectives that develop actionable strategies and tactics to generate visitor business opportunities. These objectives, strategies and tactics incorporate step two, the establishment of sound business rationale that prioritize a return on bed tax dollars with customer markets that produce results. In FY 10-11 budget allocations (step three) will be invested in current and new target markets (step 4) opportunities that aim to diversify County of Monterey's current customer base and minimizes dependency on one type of visitor.

Step five ensures that MCCVB reaches and promotes the County of Monterey's travel product to various channels leisure and group customers use during their research to buy. The sources of MCCVB's channels of distribution will contain traditional and online opportunities to mirror the various means leisure and group customers search for destination information. Additionally, MCCVB's group sales effort will heavily focus on the use of direct sales activities that establish and create group customer relationships and loyalty.



Marketing Cycle (figure 1 a)



Sales Cycle (figure 1 b)

Organizational Goals & Objectives

Organization goals and objectives will focus on key performance indicators (KPI's) that measure visitor generation and definite room night production for the entire county. MCCVB's main organizational goal will be to generate business opportunities that produce hotel definite room nights. The production of hotel definite room nights will ensure that visitors stay overnight and utilize both hotel and non-hotel visitor services.

The production of visitor generation and definite room nights will be in both the leisure and group meetings market. MCCVB will coordinate and align our Marketing, Communication, Group Sales, Membership and Visitor Services objectives, strategies and tactics in support of this main organizational goal effort.

Key Performance Indicators (KPI's)

The following are MCCVB's Key Performance Indicators

1. STR Report (Occupancy, RevPAR, Average Daily Rate)
2. Group Definite Room Nights
3. Marketing
 - Traffic to seemonterey.com
 - Multi-night visits
 - Awareness/Impressions
4. Communication
 - Media placements
 - Media assisted
 - Media fans
5. Web Site
 - Number of visits
 - Time on site
 - Page per visit
6. Visitor Center
 - Number of Welcome Center visitors
 - Number of surveys taken

Target Markets

The following are key target markets for the County of Monterey

Leisure Markets:

Primary Target Audience:

Active Savvy Traveler

- Demo: Adults, college educated or higher, \$75k+ annual income
- Behavior: Travel influencer, friends ask for advice
- Behavior: Taken more than 1 intra-CA trip in the last 6 to 12 months
- Geo: Currently lives in SF Bay Area, Sacramento, or LA
- Internet Usage:
 - 5 or more times a day = 233 index
 - 2-4 times a day = 141 index
 - Once a day = 115 index

Secondary Target

Traveling Audience:

- Mom/ Family
- Demo: Women, married with 1 or more children <18, some college or higher, \$100k+ annual income
- Behavior: Travel influencer, friends ask for advice
- Geo: Currently lives in SF Bay Area, Sacramento, or LA
- Internet Usage:
 - 2-4 times daily = 181 index
 - 5 or more times a day = 163 index
 - Once a day = 102 index

Group Markets:

- State Association
- Regional Association
- National Association
- Corporate
- Government (State and Federal)
- Social, Military, Ethnic, Religious, Fraternal (SMERF)
- Travel Industry

Channels of Distribution

The following are various channels of distribution MCCVB will focus to generate business opportunities:

Leisure

Advertising

- Fall and Spring Campaigns (90% online/10% traditional)
- "See Yourself" in Monterey new brand position (incorporated in all levels of advertising)
- Integrated online campaigns (targeted and ability to immediately change if not working)
- Print/Outdoor (traditional formats reinforcing County of Monterey brand)

Promotions

- Web Site linkage
- Theme Packages

Search Engine Marketing

- California and key consumer feeder markets
- Drive traffic to seemonterey.com

Web Site

- Search engine marketing campaign
- Social Media (Facebook, Twitter, etc)
- New Deals
- eNewsletter
- Subscribers
- History and Heritage Tourism – Gozaic.com

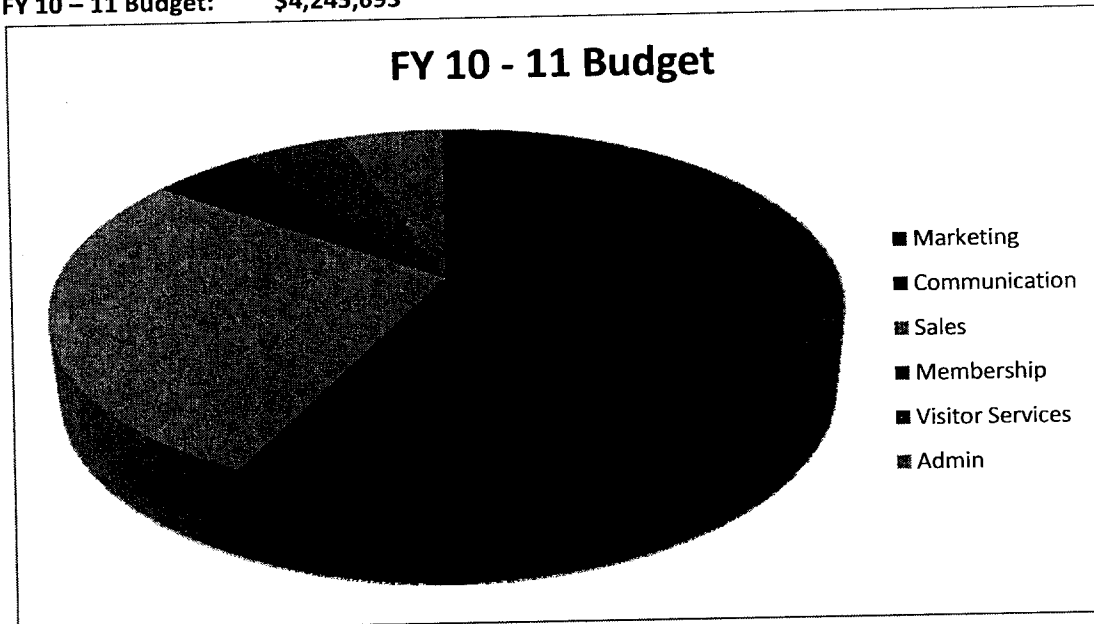
Communication & Public Relations

- Media releases
- Media placements
- Media promotions
- Media outreach
- Media Missions
- Media Familiarization Trips
- Publications
- Community Relations

Group Sales

- Direct sales activities
- Individual customer site visits
- Group Meeting Promotions (email blast, group planner contests, e-Newsletter etc)
- Online Advertising/Print Advertising
- Client Events/Tradeshows

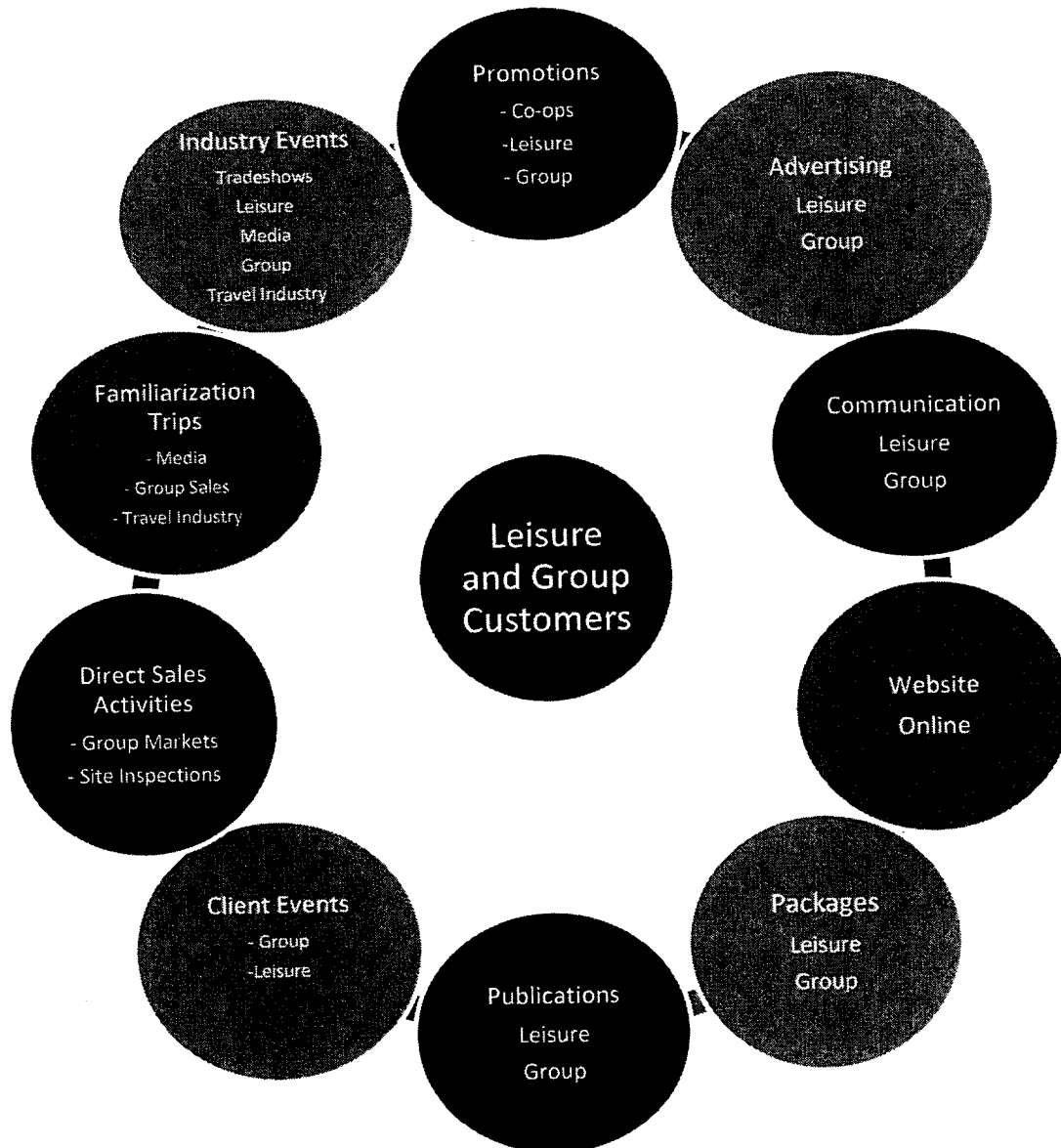
Budget Allocations: MCCVB's FY 10 – 11 budget allocations will be the following:
FY 10 – 11 Budget: \$4,245,693



<p>Marketing: \$1,491,700 \$ 212,686</p>	<p>40%</p>	<p>(Advertising, Promotions, SEM, Website, Visits, Unique Visitors, Subscribers, Site Enhancements) (Internet)</p>
<p>Sales: \$1,174,037</p>	<p>28%</p>	<p>(Group leads and definite room nights – Direct sales activities)</p>
<p>Communication: \$365,480</p>	<p>9%</p>	<p>(Releases, Placement, Outreach, Media Fam Trips, Publications)</p>
<p>Sub-total: \$3,243,903</p>	<p>77%</p>	<p>Marketing, Sales and Communications represents 77% of total operating budget</p>
<p>Membership: \$72,000</p>	<p>2%</p>	<p>(Membership expenses)</p>
<p>Visitor Services: \$380,880</p>	<p>9%</p>	<p>(Visitor Center expenses)</p>
<p>Administration: \$488,010 \$60,900 (TID Management)</p>	<p>12%</p>	<p>(Rent, telephone, stationary/office supplies etc)</p>

Calendar of Activities

MCCVB will create a fiscal calendar of activities that will incorporate ten categories of marketing and sales platforms. Each platform will contain the opportunity for MCCVB members to participate and also include self-directed activities that MCCVB Departments will execute to generate business opportunities for the County of Monterey.



Summary

The FY 10 – 11 Work Plan is a high-level view of how the Monterey County Convention & Visitors Bureau will accomplish its mission to actively market, advertise, and promote to the public the full range of destination assets for recreational, cultural, environmental, business and visitor travel that are available in Monterey County.

The key steps laid out in the work plan will be translated into specific action steps in MCCVB's FY 10 -11 Marketing Plan that will be released at the end of May. Both the FY 10-11 Work Plan and the FY 10-11 Marketing Plan will jointly emphasize the philosophy of generating business opportunities that lead to overnight visitors and definite room nights.

It is important to note MCCVB's supports non-hotel business members in our work plan and marketing plan. Although the weight of the workplan stresses overnight visitors and definite room nights. It is a proven reality that overnight visitors (leisure/group) who generate definite room nights also require additional visitor services for their vacation or group meetings. The growth of our overnight leisure and group customer is paramount to the future success of our visitor industry and the County of Monterey.

Also vital is to remind ourselves of the significant need to market and attract visitors and conventions to choose Monterey County as preferred destination. MCCVB continues this program in order to protect and grow the tourism industry that creates 21,200 jobs throughout the County, provides \$41.4 million in tax revenues and generates \$2 billion in spending.