

**DRAFT**  
**MAMMOTH LAKES TOURISM**  
**President and CEO**  
**EMPLOYMENT AGREEMENT**

Mammoth Lakes Tourism, a California Non-Profit Mutual Benefit Corporation ("Employer"), located at Mammoth Lakes, California, and John J. Urdi III ("Employee"), in consideration of the mutual promises herein, agree as follows:

**I. TERM OF EMPLOYMENT**

**101. Specified Period.** Employer employs Employee and Employee accepts employment with Employer for a period of **Three** years commencing on **July 1, 2024** and terminating at the close of business on **June 30, 2027**, except as otherwise specifically set forth in this Agreement.

**102. Automatic Renewal.** This Agreement shall be renewed automatically for a term of one year, unless either party provides notice to the other of its intent to terminate this agreement not less than thirty (30) days prior to the end of the then current term.

**103. "Employment Term" Defined.** "Employment term" means the entire period of employment of Employee by Employer, whether for the periods specified above, or whether terminated earlier as otherwise provided in this Agreement or extended by mutual agreement of the parties.

**II. DUTIES AND OBLIGATION OF EMPLOYEE**

**201. General Duties.** Employee shall serve as the President and CEO of Employer. In that capacity, Employee shall perform all services, acts, or things necessary or advisable to manage and conduct the business of Employer, including the hiring and firing of employees, subject always to policies set by the Board of Directors of Mammoth Lakes Tourism ("the Board"), and to the consent of the Board where required by this Agreement or by subsequent resolution of the Board.

**202. Matters Requiring Consent of Board of Directors or Other Officer.**

(1) Employee shall not, without specific approval of the Board, purchase capital equipment or make other expenditures for amounts in excess of the amounts budgeted for expenditure by the Board. New unbudgeted purchases or programs in excess of \$25,000 and/or moving funds within approved budget line items of \$25,000 OR 20% whichever is higher must be approved by the board of directors before proceeding.

(2) All checks more than the dollar limit set by the board shall be signed by the President and CEO *and* by the Treasurer of the Board. In the event one or both of the signees are not available the Chair, Vice Chair and/or Secretary will have the authority to sign requested checks.

**203. Devotion to Business of Employer.**

(a) Employee shall devote his entire productive time, ability, and attention to the business of Employer during the term of this contract.

(b) Employee shall not engage in any other business duties or pursuits whatsoever, or directly or indirectly render any services of a business, commercial, or professional nature to any other person or organization, whether for compensation or otherwise, without the prior consent of the Board. However, the expenditure of reasonable amounts of time for educational, charitable, or professional activities shall not be deemed a breach of this Agreement provided such activities do not materially interfere with the services required under this Agreement; such activities shall not require the prior consent of the Board.

c) This Agreement shall not prohibit Employee from making passive personal investments or conducting private business affairs if those activities do not materially interfere with the services required under this Agreement. Employee shall not directly or indirectly acquire, hold, or retain any interest in any business similar in nature to the business of Employer or any business that benefits from the activities of the employer.

204. Uniqueness of Employee's Services. Employee agrees that the services to be performed by Employee under the terms of this Agreement are of a special, unique, and intellectual character that gives them a peculiar value, the loss of which cannot be reasonably compensated in damages in an action at law. Employee therefore further agrees that Employer, in addition to any other rights or remedies available to Employer, shall be entitled to injunctive and other equitable relief to prevent or remedy a breach of this Agreement by Employee.

205. Indemnification for Gross Negligence or Misconduct. Employee shall indemnify and hold Employer harmless from all liability for loss, damage, or injury to persons or property caused by the gross negligence or misconduct of Employee.

206. Trade Secrets.

(a) The parties agree that during the term of this Agreement, Employee shall have access to financial, personnel, services and other information related to the business of Employer, and to programs, operational methodologies, plans and procedures that are owned by Employer and used in the operation of Employer's business. Such matters constitute Employer's "trade secrets."

(b) Employee agrees that he will not misuse or misappropriate any trade secrets, disclose them in any manner, directly or indirectly, to any other person, or use them in any manner except as may be required in the course of his employment with Employer.

(c) Employee agrees that all files, records, documents, drawings specifications, equipment software, and similar items, whether prepared by Employee or others during the course of Employer's business, are and shall remain at all times exclusively the property of Employer and shall not be removed from the premises (*or*, if kept on-line, from the computer systems) of employer without the prior consent of the Board.

### III. OBLIGATIONS OF EMPLOYER

301. General Description. Employer shall provide Employee with the compensation, incentives, benefits, and business expense reimbursement specified in this Agreement.

302. Office and Staff. Employer shall provide Employee with such equipment (including but not limited to office space and normal office equipment, a cellular telephone, and a lap-top computer or other computer(s) agreeable to the parties) and administrative support as is suitable for Employee's position and adequate for the performance of his duties.

303. Indemnification of Losses of Employee. Employer shall indemnify Employee for all necessary expenditures or losses incurred by Employee in direct consequence of the discharge of his duties under this Agreement.

304. Employer will, in its discretion, provide Employee with a credit card. If so provided, the credit card shall be used by Employee solely in carrying out the business of Employer and in accordance with any restrictions on its use imposed by Employer. Employee shall retain and submit to Employer on a monthly basis receipts evidencing all uses of the credit card. Any points earned or promotional incentives given by the credit card provider will be used solely for the benefit of the corporation and not for any personal benefit of the President and CEO or employees and/or consultants of the corporation.

### IV. COMPENSATION AND OTHER BENEFITS OF EMPLOYEE

**401. Annual Compensation.** As compensation for his services under this Agreement, Employee shall receive a salary of Two Hundred Thirty-Two Thousand Six Hundred Twenty-Five Dollars (\$232,625) during the first year of the contract, payable on the 5<sup>th</sup> and 20<sup>th</sup> of each month; provided, however, that the pay period may be set by the Board on a weekly or twice-monthly basis.

**401a.** Employee shall receive an annual performance evaluation to be completed by the Board no later than September 30<sup>th</sup>, with a maximum potential annual salary increase of 5% any increase in salary shall be at the discretion of the Board and shall be made retractive to the previous July 1<sup>st</sup>.

**402. Bonuses.** Employee shall receive a bonus of up to thirty percent (30%) of his annual salary based on his achievement of metrics established by the Board - Bonus Metrics, based upon year over year growth:

TOT Increase 30% weight  Increase		(base is previous 5 yr. blend)	TBID 30% weight  Increase		(base is previous 5 yr. blend)
		<b>Bonus (% of Annual Salary)</b>			<b>Bonus (% of Annual Salary)</b>
4%		4.5%	2%		4.5%
6%		6.75%	4%		6.75%
8%		9%	6%		9%

30% weight factor (0 to 9% of annual salary). The board will review the President and CEO on achievement of contracts, overall performance and other criteria in evaluating the executive director performance. The criteria will be defined to complement the objectives of any agreement with the Town of Mammoth and the desired results by the Board.

10% weight factor (0 to 3% of annual salary). Based upon the review of the President and CEO from an independent review from the Mammoth Lakes Tourism staff.

**403. Severance Pay.** If Employee is terminated by Employer without cause during the term of this Agreement, employee shall be entitled to severance pay, equaling six months of salary. The board at its sole discretion may lengthen the compensation based upon evaluation of the cause of separation.

**404. Health Benefits.** Employer shall provide Employee with a paid healthcare plan that covers one hundred percent of Employee and their spouse and children's, medical, dental and vision expenses.

**405. Retirement Plan.** Employer shall provide Employee with a 401k plan matched up to four percent (4%), based on a five percent (5%) salary deferral.

**406. Vacation.** Employee shall be entitled to paid vacation and to the paid holidays in accordance with adopted employee vacation policy set by the board (each year during his employment with Employer).

#### **407. Miscellaneous Benefits.**

(a) Employer shall provide Employee with a vehicle suitable for the performance of his duties under this Agreement. Employer shall pay automobile insurance, fuel and repair costs for the vehicle. While personal use is permitted, employee is responsible for applicable taxes for personal miles driven.

(b) Employer shall provide Employee and his immediate family (Immediate family defined as Employee, spouse and children) with fully paid unlimited IKON passes each year during the term of Employee's employment with Employer.

(c) Employer shall provide Employee and his immediate family (Immediate family defined as Employee, spouse and children) with fully paid golf passes to the Snow Creek Golf Course each year during the term of Employee's employment with Employer.

### **V. TERMINATION OF EMPLOYMENT**

#### **501. Termination by Employer for Cause.**

(a) Employer reserves the right to terminate this Agreement if Employee willfully breaches or habitually neglects the duties which he is required to perform under the terms of this Agreement; or commits such acts of dishonesty, fraud, misrepresentation or other acts of moral turpitude as would prevent or detract from the effective performance of his duties.

(b) Employer may at its option terminate this Agreement for the reasons stated in this section by giving written notice of termination to Employee without prejudice to any other remedy to which Employer may be entitled at law, in equity, or under this Agreement.

(c) Any notice of termination under this section shall specify the ground for the termination and shall be supported by a statement of relevant facts.

(d) Termination under this section shall be considered "for cause" for the purposes of this Agreement.

(e) Upon termination by Employer for cause, Employee shall be entitled only to compensation and benefits earned under this Agreement to the effective date of termination. Employee shall not be entitled to severance pay upon termination for cause, any other provisions of this Agreement notwithstanding, unless the Board determines that severance pay is warranted.

#### **502. Termination by Employer without Cause.**

This Agreement shall be terminated for all purposes upon the death of Employee. If employee dies prior to the expiration of the term of his employment, any sums that may be due him from employer under this Agreement shall be paid to his executors, administrators, heirs, personal representatives or successors, as is appropriate under the laws of the State of California.

(a) Employer reserves the right to terminate this Agreement if Employee suffers any physical or mental injury or disability that would prevent the performance of his duties under this Agreement. Such termination shall be affected by Employer's giving thirty (30) days written notice of termination to Employee. Termination under this subsection shall not prejudice Employee's right to compensation under this Agreement, nor shall it be considered to be "for cause" for the purposes of this Agreement.

503. In the event the employee is terminated without cause, employer shall not indicate any cause for termination, and all other requirements by the state of California.

504. Termination by Employee. Employee may terminate his duties and obligations under this Agreement by giving Employer no less than sixty (60) days written notice in advance. If employee terminates this Agreement, he shall be entitled only to compensation and benefits earned under this Agreement to the effective date of termination; he shall not be entitled to severance pay, any other provisions of this Agreement notwithstanding.

## VI. GENERAL PROVISIONS

601. Notices. Notices given by either party to the other shall be in writing and shall be transmitted either by personal delivery or by mail, registered or certified, postage prepaid with return receipt requested. Notices mailed to Employee shall be sent to the address provided by Employee to Employer, such address to be continually up-dated so as to be accurate. Notices mailed to Employer shall be to its office mail address. Notices delivered personally shall be effective on the date of delivery; notices by mail shall be deemed effective five business days after the date of mailing.

### 602. Arbitration.

(a) Any controversy between Employer and Employee involving the construction of application of any of the terms, provisions or conditions of this Agreement shall on the written request of either party served on the other be submitted to arbitration. Arbitration shall comply with and be governed by the California Arbitration Act. This provision shall apply whether or not a court action has been filed by a party.

(b) Employer and Employee shall each appoint one person to hear and determine the dispute. If the two persons so appointed are unable to agree, then those persons shall select a third impartial arbitrator whose decision shall be final and conclusive on both parties.

603. Attorneys' Fees and Costs. If any action in law or equity is filed to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees and costs, including discovery costs, in addition to any other relief to which that party may be entitled.

604. Entire Agreement. This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the employment of Employee by Employer and contains all of the covenants and agreements between the parties with respect to that employment. Each party acknowledges that no other representations, inducements, promises, or agreements, orally or otherwise, have been made by either party, or by anyone acting on behalf of either party, and that no other agreement, statement or promise not contained in this Agreement shall be valid or binding on either party.

605. Modifications. This Agreement may be modified by a written modification executed by both parties hereto.

606. Effect of Waiver. The failure of either party to insist on strict compliance with the terms of this Agreement by the other party shall not be deemed a waiver of that term, nor shall any waiver or relinquishment

of any right or power at any one time or times be deemed a waiver or relinquishment of that right or power for all or any other times.

607. **Partial Invalidity.** If any provision in this Agreement is held by a court of competent jurisdiction, or by an arbitrator, to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force.

608. **Governing Law; Venue.** This Agreement shall be governed by and construed in accordance with the laws of the State of California. Venue for any action commenced under this Agreement shall be the Superior Court of the County of Mono.

609. **Effective Date:** This Agreement is executed on July 1, 2024, at Mammoth Lakes, California, and is effective as of that date.

**EMPLOYER**

**EMPLOYEE**

Mammoth Lakes Tourism

John J. Urdi III

By:

By:

Pat Foster  
Chair, Board of Directors

John J. Urdi III  
President and CEO