

COUNTY OF MONTEREY STANDARD AGREEMENT

This **Agreement** is made by and between the County of Monterey, a political subdivision of the State of California (hereinafter "County") and:

Monterey County Destination Marketing Organization, Inc dba See Monterey

(hereinafter "CONTRACTOR").

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

1.0 GENERAL DESCRIPTION:

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 goods and/or services to be provided are generally described as follows:

Develop and implement marketing programs that promote the County of Monterey as a travel and leisure destination.

2.0 PAYMENT PROVISIONS:

2.1 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: \$ 1,913,494 FY25-26

3.0

TERM OF AGREEMENT:

3.01 The term of this Agreement is from July 8, 2025 to June 30, 2026, 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.**

3.02 The County reserves the right to cancel this Agreement, or any extension of this Agreement, without cause, with a thirty day (30) written notice, or with cause immediately.

4.0 SCOPE OF SERVICES AND ADDITIONAL PROVISIONS:

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 Other: FY 2025-26 Annual Work Plan and Budget

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5.0 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.
- 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.

6.0 PAYMENT CONDITIONS:

- 6.01 Prices shall remain firm for the initial term of the Agreement and, thereafter, may be adjusted annually as provided in this paragraph. The County does not guarantee any minimum or maximum amount of dollars to be spent under this Agreement.
- 6.02 Negotiations for rate changes shall be commenced, by CONTRACTOR, a minimum of ninety days (90) prior to the expiration of the Agreement. Rate changes are not binding unless mutually agreed upon in writing by the County and the CONTRACTOR.
- 6.03 Invoice amounts shall be billed directly to the ordering department.
- 6.04 CONTRACTOR shall 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. The County 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.
- 6.05 The Parties agree that CONTRACTOR and its subcontractors shall be reimbursed for mileage based upon the Internal Revenue Service (IRS) standard business mileage rate at the time of travel.

7.0 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.

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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.

7.03 The County's payments to CONTRACTOR under this Agreement are funded by local, state and federal governments. If funds from local, state and federal sources are not obtained and continued at a level sufficient to allow for the County's purchase of the indicated quantity of services, then the County may give written notice of this fact to CONTRACTOR, and the obligations of the parties under this Agreement shall terminate immediately, or on such date thereafter, as the County may specify in its notice, unless in the meanwhile the parties enter into a written amendment modifying this Agreement.

8.0 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 REQUIREMENTS:

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 the County has approved such insurance. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

9.02 **Qualifying Insurers:** All coverages, 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 A.M. Best's Rating Guide or a company of equal financial stability that is approved by the County's Purchasing Agent.

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- 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, Broad form 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, and \$2,000,000 in the aggregate.

(Note: any proposed modifications to these general liability insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County approval.)

Auto Liability Coverage: must include motor vehicles, including scheduled, non-owned, and hired vehicles, used in providing services under this Agreement, with a combined single limit or Bodily Injury and Property Damage of not less than \$1,000,000 per occurrence.

(Note: any proposed modifications to these auto insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County 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.

(Note: any proposed modifications to these workers' compensation insurance requirements shall be attached as an Exhibit hereto, and the section(s) above that are proposed as not applicable shall be lined out in blue ink. All proposed modifications are subject to County 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.

(Note: Professional liability insurance coverage is required if the contractor is providing a professional service regulated by the state. Examples of service providers regulated by the state are insurance agents, professional architects and engineers, doctors, certified public accountants, lawyers, etc. However, other professional Contractors, such as computer or software designers, technology services, and services providers such as claims administrators, should also have professional liability. If in doubt, consult with your risk or contract manager.)

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If the contractor maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or higher limits maintained by the contractor.

9.04 Other 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.

Additional Insured Status:

The County of Monterey, its officers, officials, employees, and volunteers are to be covered as additional insureds on the commercial general liability policy with respect to liability arising out of work or operations performed by or on behalf of the CONTRACTOR including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage shall be provided in the form of an endorsement to the CONTRACTOR'S insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).

Primary Coverage:

For any claims related to this contract, the CONTRACTOR'S insurance coverage shall be primary and non-contributory and at least as broad as ISO CG 20 01 04 13 as respects the County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of the CONTRACTOR'S insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.

Waiver of Subrogation:

CONTRACTOR hereby grants to County a waiver of any right to subrogation which any insurer of said CONTRACTOR may acquire against the County by virtue of the payment of any loss under such insurance. CONTRACTOR agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.

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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 always 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.

10.0 RECORDS AND CONFIDENTIALITY:

- 10.1 **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.
- 10.2 **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.
- 10.3 **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.
- 10.4 **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,

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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.

- 10.5 **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.

11.0 NON-DISCRIMINATION:

- 11.1 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), sexual orientation, or any other characteristic set forth in California Government code § 12940(a), 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.

12.0 COMPLIANCE WITH TERMS OF STATE OR FEDERAL GRANTS:

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.

13.0 COMPLIANCE WITH APPLICABLE LAWS:

- 13.1 CONTRACTOR shall keep itself informed of and in compliance with all federal, state, and local laws, ordinances, regulations, and orders, including but not limited to all state and federal tax laws that may affect in any manner the Project or the performance of the Services or those engaged to perform Services under this AGREEMENT as well as any privacy laws including, if applicable, HIPAA. CONTRACTOR shall procure all permits and licenses, pay all charges and fees, and give all notices require by law in the performance of the Services.
- 13.2 CONTRACTOR shall report immediately to County's Contracts/Purchasing Officer, in writing, any discrepancy or inconsistency it discovers in the laws, ordinances, regulations, orders, and/or guidelines in relation to the Project of the performance of the Services.

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13.3 All documentation prepared by CONTRACTOR shall provide for a completed project that conforms to all applicable codes, rules, regulations, and guidelines that are in force at the time such documentation is prepared.

14.0 INDEPENDENT CONTRACTOR:

In the performance of work, duties, and obligations under this Agreement, CONTRACTOR is always 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 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.

15.0 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:
Richard Vaughn, Economic Development Manger	Rob O'Keefe , President & CEO
Name and Title	Name and Title
168 W. Alisal St., Salinas, CA 93901	P.O. Box 1770 Monterey, CA 93942
Address	Address
(831) 784-5602	(831) 657-6400
Phone:	Phone:

16.0 MISCELLANEOUS PROVISIONS.

16.01 **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 services required to be rendered under this Agreement.

16.02 **Amendment:** This Agreement may be amended or modified only by an instrument in writing signed by the County and the CONTRACTOR.

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- 16.03 **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.
- 16.04 **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.
- 16.05 **Disputes:** CONTRACTOR shall continue to perform under this Agreement during any dispute.
- 16.06 **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.
- 16.07 **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.
- 16.08 **Headings:** The headings are for convenience only and shall not be used to interpret the terms of this Agreement.
- 16.09 **Time is of the Essence:** Time is of the essence in each and all of the provisions of this Agreement.
- 16.10 **Governing Law:** This Agreement shall be governed by and interpreted under the laws of the State of California; venue shall be Monterey County.
- 16.11 **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.
- 16.12 **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.
- 16.13 **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.

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- 16.14 **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.
- 16.15 **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.
- 16.16 **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.

17.0 **CONSENT TO USE OF ELECTRONIC SIGNATURES.**

- 17.1 The parties to this Agreement consent to the use of electronic signatures via DocuSign to execute this Agreement. The parties understand and agree that the legality of electronic signatures is governed by state and federal law, 15 U.S.C. Section 7001 et seq.; California Government Code Section 16.5; and, California Civil Code Section 1633.1 *et. seq.* Pursuant to said state and federal law as may be amended from time to time, the parties to this Agreement hereby authenticate and execute this Agreement, and any and all Exhibits to this Agreement, with their respective electronic signatures, including any and all scanned signatures in portable document format (PDF).

17.2 **Counterparts.**

The parties to this Agreement understand and agree that this Agreement can be executed in two (2) or more counterparts and transmitted electronically via facsimile transmission or by delivery of a scanned counterpart in portable document format (PDF) via email transmittal.

17.3 **Form: Delivery by E-Mail or Facsimile.**

Executed counterparts of this Agreement may be delivered by facsimile transmission or by delivery of a scanned counterpart in portable document format (PDF) by e-mail transmittal, in either case with delivery confirmed. On such confirmed delivery, the signatures in the facsimile or PDF data file shall be deemed to have the same force and effect as if the manually signed counterpart or counterparts had been delivered to the other party in person.

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18.0 SIGNATURE PAGE.

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

COUNTY OF MONTEREY**CONTRACTOR**

Signed by:
By: Tom Skinner
30F2300D718745F...
Contracts/Purchasing Officer
Date: 7/10/2025 | 11:02 AM PDT

By: _____
Department Head (if applicable)
Date: _____

Monterey County Destination Marketing Organization, Inc.
DocuSigned by: Contractor/Business Name *
By: Rob O'Keefe
A6A4E1E5254E4DC...
(Signature of Chair, President, or Vice-President)
Rob O'Keefe, President/CEO
Date: 6/25/2025 | 2:04 PM PDT
Name and Title

Approved as to Form
Office of the County Counsel¹
Susan K. Blitch, County Counsel
DocuSigned by:
By: Kevin Serrano
CF464EA4829E4B5...
County Counsel
Date: 6/26/2025 | 2:34 PM PDT

DocuSigned by:
By: Fady Hanna
7C788FE7BDBD47C...
(Signature of Secretary, Asst. Secretary, CFO, Treasurer, or Asst. Treasurer)
Fady Hanna, Secretary
Date: 6/25/2025 | 3:30 PM MDT
Name and Title

Approved as to Fiscal Provisions
By: Patricia Ruiz
E70EE6AE57454E8...
Auditor/Controller
Date: 6/26/2025 | 3:13 PM PDT

Approved as to Liability Provisions
Office of the County Counsel-Risk Management

By: _____
David Bolton, Risk Manager
Date: _____

County Board of Supervisors' Agreement No. _____ approved on _____

*INSTRUCTIONS: If CONTRACTOR is a corporation, including non-profit corporations, the full legal name of the corporation shall be set forth above together with the signatures of two (2) specified officers per California Corporations Code Section 313. If CONTRACTOR is a Limited Liability Corporation (LLC), the full legal name of the LLC shall be set forth above together with the signatures of two (2) managers. If CONTRACTOR is a partnership, the full legal 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 or Amendment to said Agreement.

¹ Approval by County Counsel is required

² Approval by Auditor-Controller is required

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

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EXHIBIT-A

**Agreement by and between the County of Monterey, through its
County Administrative Office hereinafter referred to as “County”
AND
See Monterey, hereinafter referred to as “CONTRACTOR”**

Scope of Services / Payment Provisions

This EXHIBIT A shall be incorporated by reference as part of Professional Services Agreement dated July 8, 2025. This Exhibit A governs work to be performed under the above referenced Agreement, the nature of the working relationship between County, and CONTRACTOR, and specific obligations of the CONTRACTOR.

A. SCOPE OF SERVICES

CONTRACTOR shall provide services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below and in See Monterey FY2025-26 Exhibit B, attached hereto:

B. PAYMENT PROVISIONS:

County shall pay an amount not to exceed \$1,913,494 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:

There shall be no travel reimbursement allowed during this Agreement.

B.1 COMPENSATION, PAYMENT SCHEDULE AND MISCELLANEOUS MATTERS

1. **Term of Agreement**

The term of the Agreement shall be for one (1) fiscal year, July 8, 2025 – June 30, 2026.

2. **Invoices**

CONTRACTOR shall submit semi-annual invoices. Compensation shall be paid to CONTRACTOR in two installments in the amount equal to 1/2 of the total allocated above. Payment of compensation is based upon the performance of all things necessary for or incidental to the Scope of Services identified in Section A above.

3. **Standard Payment Schedule**

Payment shall be initiated by the County on the first day of the new FY and six months into the new FY. Payment is conditional upon receiving performance reports that are acceptable to the County, with the adequacy of the reports to be in the sole discretion/judgment of the County.

4. **Performance Reports**

CONTRACTOR shall produce the following semi-annual performance reports in a format provided by County. The performance report shall be in a format that is easy to understand that can be shared with the Economic Development Committee and the Board of Supervisors. Each semi-annual performance report shall identify the achievement, to-date, of the performance criteria specified in the DSA Program Guidelines.

<u>Due Date</u>	<u>Report Period</u>
January 31, 2026	July 1, 2025 – December 31, 2025 (Presentation)
July 31, 2026	January 1, 2026 – June 30, 2026 (Annual Report)

5. **Annual Work Plan and Budget**

The CONTRACTOR shall submit an Annual Work Plan and Budget on the date noted below for review and approval by the Economic Development Committee and the Board of Supervisors.

<u>Due Date</u>	<u>Report Period</u>
February 1, 2026	FY 2026-27 Annual Work Plan and Budget

6. **Determination of Compliance**

CONTRACTOR is expected to substantially meet or exceed the stated goals, objectives, tasks and performance measures. CONTRACTOR is expected to provide various reports, documents, plans, and other deliverables in a timely manner. Furthermore, CONTRACTOR is expected to cooperate with County staff, the Economic Opportunity Committee, and the Board of Supervisors in conducting its responsibilities under this Agreement.

The determination of whether performance meets standard is at the sole judgment of County. County will review periodic progress reports and perform other monitoring tasks at its discretion to make its determination. This may include making site visits and reviewing related records, which CONTRACTOR shall make readily available upon request. Payment is conditional upon receiving performance reports that are acceptable to the County, with the adequacy of the reports to be in the sole discretion/judgment of the County.

In the event County determines CONTRACTOR is not meeting its expectations as expressed above, in whole or in part, County reserves the right to determine the appropriate remedy. These remedies could include, but are not limited to, requiring a corrective action plan, disallowance of costs, changing the compensation schedule, reduction of future allocations, and/or termination of the Agreement.

7. **Modifications to the Scope of Work**

The Assistant County Administrative Officer or his/her designee may approve modifications to the specific tasks described in the Scope of Work and provide notification to the Economic Development Committee. Such modifications must be in writing. Any modification to compensation must be reviewed by the Economic Development Committee and approved by the Board of Supervisors.

8. **CONTRACTOR Finances, Budget, Audits and Financial Statements**

CONTRACTOR is expected to operate in a financially sound manner in accordance with generally accepted accounting principles. This is a requirement of eligibility to receive an allocation from County. By signing this Agreement, CONTRACTOR acknowledges that this requirement is met.

CONTRACTOR agrees that its Board of Directors will approve an annual budget applicable to its CONTRACTOR'S fiscal year. A copy of that adopted budget will be provided to County with 10 business days after its adoption.

CONTRACTOR shall provide County with a copy of its most recent financial review summary letter from the CONTRACTOR'S CPA and subsequent annual financial reviews that may be completed during this Agreement's duration. Such audits shall be provided within 10 business days of their presentation to the Board of Directors.

CONTRACTOR shall provide County with financial statements covering the end of each quarterly reporting period of CONTRACTOR'S fiscal year. Such statements shall be provided with the Quarterly Reports based on the schedule detailed in B3. County reserves the right to request more frequent financial statements which shall be provided by CONTRACTOR within 10 business days if such request is made.

CONTRACTOR agrees to notify County if there any budget or financial issues that are likely to materially adversely affect the ability of CONTRACTOR to achieve the Scope of Work in Section A. Such notification shall be made in a timely manner, which shall be construed as no later than 10 days after such information is made available to the Board of Directors.

9. Acknowledgement of County Funding

The County shall be acknowledged for the funding support to CONTRACTOR and explicit funding support for any project, event or initiative funded by the Agreement. This acknowledgement shall be included in any written materials, advertisements or banners associated with the project, event or initiative where it is customary to list sponsors. It is CONTRACTOR'S responsibility to pass this requirement through to its Subcontractors or funded organizations that may be involved in any project, event or initiative funded by County. CONTRACTOR shall ensure their compliance with this requirement. Failure to acknowledge this funding support may result in projects, events or initiatives being deemed by County as ineligible to receive future funds.

10. Written Publications

CONTRACTOR shall provide County with a copy of any final written or visual publication and any other work product (e.g. print advertisement) that is funded in whole or in part by this agreement. CONTRACTOR'S website shall prominently display that the County is a major funding partner or contributor to CONTRACTOR. Said documents shall be provided within 10 business days of their publication.

11. Unincorporated Area Representation and Service

CONTRACTOR is encouraged to include on its Board individuals who reflect the Interests of unincorporated areas of the County of Monterey and ensure that CONTRACTOR'S services apply to unincorporated as well as incorporated areas of

the County. A list of current Board Members shall be included in the periodic reports required.

12. Presentations

CONTRACTOR shall be required to provide periodic presentations to the Board of Supervisors, and the Economic Development Committee, with reasonable advance notification. In addition, CONTRACTOR is expected to attend meetings of the bodies upon request.

13. Submittal of Communications, Documents, Reports and Other Deliverable

Submittals shall be submitted to the Assistant County Administrative Officer, Economic Development Manager, or his/her designee to the following address:

Attention: Richard Vaughn, Economic Development Manager
County of Monterey
County Administrative Office
168 W. Alisal Street, 3rd Floor
Salinas, CA 93901

B.2 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.

County may, in its sole discretion, terminate the contract or withhold payments claimed by CONTRACTOR for services rendered if CONTRACTOR fails to satisfactorily comply with any term or condition of this Agreement.

No payments in advance or in anticipation of services or supplies to be provided under this Agreement shall be made by County.

County shall not pay any claims for payment for services submitted more than twelve (12) months after the calendar month in which the services were completed.

DISALLOWED COSTS: CONTRACTOR is responsible for any audit exceptions or disallowed costs incurred by its own organization or that of its subcontractors.



DSA WORK PLAN PROPOSAL FY2025-26

See Monterey is the leading driver of Monterey County’s tourism economy, directly influencing hundreds of thousands of person-trips each year and generating hundreds of millions of dollars in visitor spending. This spending, in turn, contributes millions in Tourism Occupancy and Sales Tax revenue, funding essential programs that enhance the quality of life for residents and communities.

In FY23-24, See Monterey’s initiatives influenced over 435,000 overnight trips, secured nearly 3,000 room nights for meetings and conferences—resulting in over \$3.5 million in spending—and delivered more than 142,000 web referrals to businesses in the unincorporated County, the majority of which are small, owner-operated enterprises.

The following Work Plan builds upon this success, driving continued economic impact and a thriving future for Monterey County.

ORGANIZATION

Monterey County Destination Marketing Organization, Inc. dba SEE MONTEREY

VISION

A thriving tourism economy that enriches Monterey County’s economic vitality and quality of life.

MISSION

To generate community prosperity for Monterey County through the responsible promotion and growth of the tourism economy.

See Monterey’s DSA Work Plan is strategically aligned with the four key goals outlined in the County’s DSA Guidelines. Below are a few key examples of how our initiatives directly support these priorities. More detail on the plan is included throughout the document.

County of Monterey DSA Goals - SUMMARY	
1. Economic Development • Support businesses by driving visitation and travel spending • Advise on new tourism development opportunities • Attract new industries through groups and meetings	2. Work Force Development • Educational workshops and programs for tourism businesses • Partner with Monterey County Hospitality Association • Implement programs that support education of future hospitality industry
3. Marketing	4. Collaborations & Partnerships

SEE MONTEREY

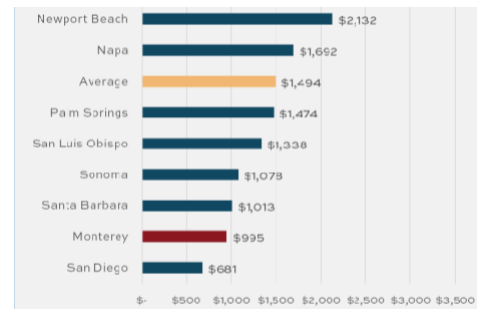
• Grow Market Share within drive markets and beyond into short and long-haul air markets • Promote responsible/sustainable travel • Increase intent to visit in leisure, group and international markets	• Continued collaboration with agriculture, technology and other business sectors • Support and promotion of existing and new events • Crisis communications in partnership with County officials and implementation of travel recovery programs
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STRATEGIC PRIORITIES

Generate ideal visitation that enhances economic development and quality of place for residents.

1. Drive Demand for overnight stays - primarily lower occupancy months and midweek bookings.
2. Inspire and influence longer stays (One More Night!)
3. Spread tourism and its economic benefits throughout the entire County.
4. Support incremental, managed growth of the Visitor Spending and resulting Tourism Occupancy Tax (TOT), Sales Tax revenues, employment, and community well-being.
5. Educate travelers how to be responsible and respectful when visiting.

The competition for each travel dollar is intense. Monterey County's competitors range from smaller destinations such as Napa Valley, Sonoma County and San Luis Obispo for leisure visitors – to larger destinations such as San Diego, Palm Springs and San Francisco for valuable meetings and conferences. Each are fighting to gain market share, visitor spending, tax revenues and employment at the expense of Monterey County – many have a competitive advantage in terms of their sales and marketing budgets. This Workplan is a summary of how See Monterey will continue to aggressively compete for travelers who will contribute to our destination's economic vitality and quality of life.



DMO Annual Budget Per Room

Our approach includes:

- Annual Business Plan: Focuses on business development, marketing programs, and community relations to inspire responsible visitation and increase overnight stays countywide.
- Annual Report & Investment Reporting: Twice a year Investment Reports to the County that detail the ROI associated with the investment; plus, a published Annual Report recapping the entire program for all jurisdiction partners.
- Collaborative Marketing Approach: Success relies on a leveraged, cooperative strategy built into each initiative.

SEE MONTEREY

- Board Leadership: Comprised of lodging, attraction, restaurant, and hospitality leaders, along with elected officials from across the County.
- Strong Partnerships: Working closely with local businesses and government to drive marketing, PR, group business development, and community relations for destination success.

We also work closely with a broad group of partners throughout the County to ensure an integrated approach to information sharing, marketing collaboration and crisis management, such as:

Monterey County Hospitality Association	Monterey County Vintners & Growers Assn.
Monterey County Business Council	Monterey County Farm Bureau
Monterey County Film Commission	Arts Council for Monterey County
Big Sur Byways Organization	Monterey Regional Airport
Salinas Valley Chamber of Commerce	Visit Carmel
Monterey Peninsula Chamber of Commerce	Pacific Grove Chamber of Commerce
Cal State University Monterey Bay	WeatherTech Raceway Laguna Seca

Responsible & Sustainable Travel

As a top bucket-list destination, Monterey County attracts visitors worldwide, making education on safe, responsible travel essential for preserving its beauty. "The Right Path," our sustainable and responsible travel initiative engages residents, businesses, stakeholders and visitors, promoting best practices across all touchpoints. We also stay prepared to respond to regional challenges like wildfires, storms and road closures, ensuring the safety and well-being of both visitors and residents.

INVESTMENT BUDGET

Maximizing Impact Together

The estimated Jurisdiction Investment Partnership with See Monterey through the Development Set Aside (DSA) for FY24-25 is approximately \$1,913,494. This workplan is based on that amount and may be adjusted if the investment changes.

The County's investment will be leveraged with nine other jurisdictions' investments and the Monterey County Tourism Improvement District (MCTID) Assessments to:

- Implement programs necessary to build the hospitality industry's market share in a way that drives economic vitality and supports quality of life for our residents.
- Generate TOT and Sales Tax revenues that build general fund and discretionary income.
- Contributes to the growth of the hospitality industry – businesses and jobs.
- Ensure that our locally owned and operated businesses thrive.

MONTEREY COUNTY TOURISM 2030

SEE MONTEREY

In September 2024, See Monterey published *Monterey County Tourism 2030* (MCT 2030), a strategic roadmap guiding economic vitality and Quality of Place improvements through the end of the decade. Recognizing that a thriving tourism economy enhances community well-being, MCT 2030 takes a holistic, long-term approach, considering not just tourism and hospitality but also key factors like transportation, housing, retail development, and air service—all essential to sustaining community success.

Quality of Place refers to the overall appeal, livability, and unique character of a destination, encompassing both tangible and intangible elements that enhance the experience for residents and visitors alike.

The full MCT 2030 plan can be accessed [here](#) and is the basis for what follows in this workplan.

PROGRAMS

Marketing Communications: \$943,878

See Monterey's Marketing Communications programs leverage integrated, brand-driven content strategies across advertising, public relations, and social media to inspire and influence overnight visitation among Leisure, Group, and International travelers.

Marketing Communications Strategic Priorities – *Grow Demand*

1. Market Growth & Development
 - a. Grow destination awareness, familiarity, preference and intent to book.
 - b. Maximize reach in drive and short haul direct fly markets.
 - c. Expand reach into long haul markets.
 - d. National and international PR pitching and media hosting year-round
 - e. Grow and evolve social channels to prioritize active engagement.
2. Brandtailing
 - a. Use a combination of branding and retail driven marketing tactics to both grow awareness and initiate immediate calls to action that drive business.
 - b. Drive expanded awareness through media and brand partnerships to extend the reach past traditional advertising.
3. Extend Visitor Stay & Spend
 - a. Focus on travelers who will stay longer, experience more and spend more.
 - b. Develop content and programs that push for “one more night” by giving people reasons to stay through exclusive deals, add-on days for event attendees and education via engaging content on all Monterey County has to offer.
4. Group Marketing Strategy
 - a. Engage in advertising and content programs focused on lead generation to support efforts of the Business Development team.
 - b. Explore alternative ways to reach meeting planners outside of traditional channels.

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- c. Combine group and luxury messaging to reach C-suite decision makers and grow corporate business.
5. International Strategy
 - a. Continue tiered market approach with most activities focused on U.K., Canada and Mexico
 - b. Direct-to-consumer advertising in Tier 1 international markets via co-ops and travel trade partnerships
 - c. Engage selectively in activities in opportunity markets like western Europe and Asia
6. Responsible Travel Strategy
 - a. Transformative overhaul of responsible travel program to “The Right Path” including branding, advertising, digital content and video content development
 - b. Year-round in-destination messaging to encourage visitors to travel responsibly.
 - c. Increased message amplification in high season
7. Crisis Communications Strategy
 - a. Ongoing review of crisis communications plans to ensure constant readiness when needs arise.
 - b. Implementation of Crisis Response Review Rubric to guide response based on size, location and impact of the issue on visitors and residents.
 - c. Lock-step communication with the County and other official response organizations to ensure coordination and consistent messaging.
8. Event Strategy
 - a. Increased event promotion to build up existing events to be more inclusive and destination wide.
 - b. Work to identify and attract new events in need periods and/or alternative locations to draw visitors into other areas of the County.

Group Business Development: \$659,629

See Monterey’s Group Business Development programs drive revenue by attracting meetings, conferences, and group business, benefiting hotels and related businesses. These events help fill rooms during need periods, creating increased rate compression that supports both host hotels and surrounding lodging properties.

Meetings/Conference travelers have 158% of the value/spend of leisure travelers.

- Monterey County Tourism Impact Study, Tourism Economics 2023

Business Development Strategic Priorities

1. Identify new Travel Segments
 - a. Attend conferences in untapped market segment.
 - b. Explore destination-wide events.
 - c. Leverage partnerships to grow awareness in new market segments.
2. Evolve In-market Industry Events
 - a. Host new industry segment events.

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- b. FAMs that support new market segments and high value business segments.
 - c. Produce high touch client activation at major events.
- 3. Enhance off-season Group Business
 - a. Target specialty group segments that meet during off peak time periods
 - b. Solicit compression causing group events.
 - c. Evolve group incentive targeting "need" periods.
- 4. Expand Industry Partnerships and Sponsorships
 - a. Expand on sponsorships with speaking opportunities to reach a wider audience.
 - b. Evolve group marketing campaign to grow awareness in further out markets.
 - c. Capitalize on targeted partnerships with key industry organizations to grow leads.
- 5. Amplify Sustainability and DEI programs
 - a. Promote sustainability aspects of our destination.
 - b. Highlight LGBT Clients and their experience in the destination.
- 6. Lengthen Group Stay Patterns
 - a. Educate clients on things to do to drive attendance and stay patterns.
 - b. Leverage destination attributes to create awareness.
- 7. Amplify Meeting Planner Offerings
 - a. Curate experiential site tour program "See/Stay/Book."
 - b. Elevate "Flash Your Badge" program offering discounts to conference attendees.

Community Relations: \$54,636

See Monterey's Community Relations program aligns with the strategic direction to promote inclusion between residents, local government, small business and the hospitality and tourism sectors. Attracting visitors to stay in the destination overnight directly affects the economic impact throughout Monterey County.

Community Relations Strategic Priorities

- 1. Community Engagement
 - a. Community benefit campaign: educational materials and speaking platforms.
 - b. Develop strategic partnerships and continue to work with countywide agencies in discussion of hospitality-related topics such as traffic mitigation, employee housing, etc.
- 2. Membership Growth & Development
 - a. Expand membership through continuous business outreach.
 - b. Offer destination education and skills workshops.
- 3. Destination Services
 - a. Refresh visitor planning tools and resources.
 - b. Collaborate with our regional visitor centers.



General Administration: \$255,351

See Monterey is an accredited not-for-profit Destination Marketing Organization (DMO) that adheres to industry best practices in operations and financial management. This budget supports essential expenses required to sustain all departmental programs and staffing.

Operations, Human Resources, and Administration Strategic Priorities

1. Finance & Operations
 - a. Manage cloud-based accounting, expense reporting, and accounts payable systems with digital controls and approval workflows, ensuring transparency and efficiency in cash flow analysis and financial forecasting.
 - b. Maintain essential organizational insurances, equipment, and supplies to support team needs, including hybrid work arrangements.
2. Human Resources & Organizational Culture
 - a. Cultivate strategic partnerships that strengthen our workplace culture and provide critical internal function backups.
 - b. Oversee payroll, expense reimbursement, and performance management systems designed to optimize time and cost efficiency.
 - c. Advance talent acquisition and retention programs that foster professional growth and seamless transitions.
 - d. Foster an inclusive workplace where every team member feels valued, has equal opportunities to thrive, and is encouraged to contribute to the organization and the broader hospitality industry. Team members should feel confident as their authentic selves while upholding professional standards collaboratively established by the team.
3. Governance & Administration
 - a. Provide administrative leadership and support to the Board of Directors and eight (8) Committees, ensuring compliance with best practices, the Brown Act, and all relevant nonprofit governance regulations.
 - b. Administer and track diversity, equity, and inclusion initiatives to demonstrate and reinforce the organization's ongoing commitment to these values.

PERFORMANCE MEASURES

See Monterey will continue to measure and report on success just as in previous years with organizational metrics including:

- Marketing Communications generating travel demand with an Intent to Visit Score Goal of 4.3
- Group Business lead generation at 620
- Group Booking Conversion at 25%

Key Performance Indicators include:

SEE MONTEREY

- Unique website visits
- Social media growth
- Social media engagement
- Media Coverage
- Referrals to member businesses

This work plan, including the performance measures and budget, are tentative based on the adoption by the See Monterey Board of Directors on June 26, 2025.