

**FISCAL YEAR 2019-2020 MCCVB and CABS
PROFESSIONAL SERVICES AGREEMENT AMENDMENT**

This Amendment is to the Agreement is entered into by and between Monterey County Destination Marketing Organization, Inc., a California nonprofit public benefit corporation, doing business as Monterey County Convention & Visitors Bureau (“MCCVB”) and the Community Association of Big Sur (“CABS”) hereinafter “Contractor”, who may be referred to individually as a “Party” and collectively as the “Parties.” This Amendment is effective as of the date that both Parties sign the Amendment.


1. RECITALS. Contractor has requested an extension in the term of the Agreement and MCCVB has agreed to the extension under the terms identified herein. All Parties agree that all other terms and conditions of the Agreement remain in force and only the provisions noted in this Amendment have changed.

2. PAYMENT PROVISIONS. MCCVB shall pay Contractor in accordance with the payment provisions set forth in the Agreement Exhibit A, subject to the limitations set forth in this Amendment. The total amount payable by MCCVB to Contractor under the Agreement shall not exceed the sum of \$150,000. The original schedule of payments is changed to allow for the Contractor to invoice the MCCVB for the originally agreed upon fourth quarter activities and upon deliverables through September 30, 2020.

3. TERM. 3.1 The term of the Agreement shall be **Amended from July 1, 2019 to June 30, 2020, to July 1, 2019 to September 30, 2020** unless sooner terminated pursuant to the terms of the Agreement.

4. SIGNATURES. IN WITNESS WHEREOF, the Parties have executed this Amendment to the Agreement by their duly authorized representatives.

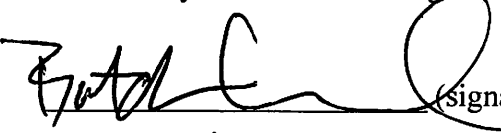
MONTEREY COUNTY DESTINATION MARKETING ORGANIZATION, INC., a California nonprofit public benefit corporation, doing business as MONTEREY COUNTY CONVENTION & VISITORS BUREAU

By:  (signature) Dated: April 8, 2020

Rob O’Keefe, President and CEO (print name and title)

CONTRACTOR:

Community Association of Big Sur

 (signature)
Butch Kronlund (print name)

Dated: 4-9-20

FISCAL YEAR 2019-2020 MCCVB and CABS PROFESSIONAL SERVICES AGREEMENT

This Agreement is entered into by and between Monterey County Destination Marketing Organization, Inc., a California nonprofit public benefit corporation, doing business as Monterey County Convention & Visitors Bureau (“MCCVB”) and the Community Association of Big Sur (“CABS”) hereinafter “Contractor”, who may be referred to individually as a “Party” and collectively as the “Parties.” This Agreement is effective as of the date that MCCVB signs the Agreement (the “Effective Date”). In consideration of the mutual covenants, agreements, representations and conditions as set forth in this Agreement, the Parties agree to enter into this transaction based upon the following recitals, terms and conditions:

1. RECITALS.

1.1 MCCVB hereby engages Contractor to perform, and Contractor hereby agrees to perform, the services described in **Exhibit A** attached hereto (the “Services”), in conformity with the terms of this Agreement.

1.2 The Parties desires to enter into this Agreement to memorialize the terms and conditions of their understanding and agreement.

2. PAYMENT PROVISIONS.

2.1 MCCVB shall pay 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 MCCVB to Contractor under this Agreement shall not exceed the sum of \$150,000.

2.2 If MCCVB disputes any charges included on an invoice, MCCVB will notify Contractor in writing and the Parties will discuss in good faith and use reasonable efforts to resolve the disputed amount(s). Contractor will continue to provide Services uninterrupted while disputed charge is resolved.

2.3 Invoices shall be sent to:
MCCVB
PO BOX 1770
Monterey, CA 93942

3. TERM.

3.1 The term of this Agreement shall be from July 1, 2019 to June 30, 2020, unless sooner terminated pursuant to the terms of this Agreement. This Agreement is of no force or effect until signed by both Contractor and MCCVB.

3.2 Either Party reserves the right to cancel this Agreement, with a thirty (30) days’ advance written notice.

4. NOTICES.

Any notice or consent required to be given under this Agreement must be in writing and sent to the other Party either (a) by certified mail, return receipt requested, which will be deemed delivered 3 business days after deposit with the United States Postal Service; (b) via a nationally recognized delivery service with guaranteed next business day delivery, which will be deemed delivered 1 business day after deposit with such carrier; or (c) by PDF document via email which will be deemed delivered at the beginning of the next regular business day following successful transmission. Notices will include a topic and description and be forwarded to the following:

If to MCCVB:
MCCVB
Attention: Rob O'Keefe
With a copy to: Jennifer Johnson
Email: Jennifer@seemonterey.com
PO Box 1770
Monterey, CA 93942
Tele: 831-657-6406

If to CABS
CABS
Attention: Butch Kronlund
Email: butch.kronlund.ed@gmail.com
With a copy to: Lisa Kleissner
Email: Lisa@Kleissner.com
PO Box 59
Big Sur Ca. 93920
Tele: 831-667-0332

5. PERFORMANCE STANDARDS.

5.1 Contractor warrants that they and their agents, employees, and subcontractors performing the 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 MCCVB or immediate family of an employee of MCCVB.

5.2 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.

5.3 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.

6. PAYMENT CONDITIONS.

6.1 Contractor shall submit an invoice quarterly, but in any event, not later than 30 days after completion of the 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. MCCVB shall certify the invoice, either in the requested amount or in such other amount as MCCVB approves in conformity with this Agreement. MCCVB shall pay the amount certified after receiving the funds designated for the Scope of Services from the County of Monterey and then within 30 days of approving the invoice. Payment of each quarterly invoice confirms MCCVB's acceptance of the Services.

7. TERMINATION.

7.1 During the term of this Agreement, the Parties agree to resolve any disputes in accordance with the terms of Section 13.5. If the Parties are unable to resolve a dispute, then either Party may terminate the Agreement 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 and allow for a mutually-agreeable completion of Services. In the event of such termination, the amount payable under this Agreement shall be reduced in proportion to the mutually-agreed upon Services completed prior to the date of termination.

7.2 MCCVB does not guarantee any minimum amount of dollars to be spent under this Agreement. MCCVB's payments to Contractor under this Agreement are funded by the County of Monterey. If funds from the County of Monterey are not obtained and or continued at a level sufficient to allow for MCCVB's funding of the Services, then MCCVB must provide sixty (60) days' 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 MCCVB may specify in its notice, unless in the meanwhile the Parties enter into a written amendment modifying this Agreement.

8. INDEMNIFICATION.

8.1 Contractor shall indemnify, defend, and hold harmless MCCVB, 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 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 MCCVB. "**Contractor's performance**" includes Contractor's action or inaction and the action or inaction of Contractor's officers, employees, agents or subcontractors.

9. INSURANCE REQUIREMENTS.

9.1 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 MCCVB. The Contractor shall not proceed with the work under this Agreement until it has obtained all insurance required and MCCVB has approved such insurance. This approval of insurance shall neither relieve nor decrease the liability of the Contractor.

9.2 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 MCCVB's VP of Finance and Regulatory Affairs.

9.3 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.

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.

Professional Liability Insurance, if required for the professional services being provided, 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 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.

9.4 Other Requirements: All insurance required by this Agreement shall be with a company acceptable to MCCVB 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 Contractor completes its performance of services under this Agreement.

Each liability policy shall provide that MCCVB 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 MCCVB, 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 MCCVB 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 CG20 10 11-85 or CG 20 10 10 01 in tandem with CD 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 MCCVB, Contractor shall file certificates of insurance MCCVB's VP of Finance, 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 MCCVB, annual certificates to MCCVB's VP of Finance. If the certificate is not received by the expiration date, MCCVB 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 MCCVB, at its sole discretion, to terminate this Agreement immediately.

10. RECORDS AND CONFIDENTIALITY.

10.1 Confidentiality. Contractor and its officers, employees, agents, and subcontractors shall comply with any and 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 MCCVB or prepared in connection with the performance of the Agreement, unless MCCVB specifically permits Contractor to disclose such records or information. Contractor shall promptly transmit to MCCVB 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 the Agreement except for the sole purpose of carrying out Contractor's obligations under this Agreement.

10.2 MCCVB Records. When this Agreement expires or terminates, Contractor shall return to MCCVB any records which Contractor used or received from MCCVB 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 of Monterey 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. MCCVB shall have the right to examine, monitor and audit all records, documents, conditions and activities of the Contractor and its subcontractors related to the 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 of Monterey or as part of any audit of the County of Monterey, to the examination and audit of the State Auditor pertaining to matters connected with the performance of this Agreement for a period of three (3) years after final payment under the Agreement.

10.5 Royalties and Inventions. MCCVB shall have 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 MCCVB.

11. 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), 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. INDEPENDENT CONTRACTOR.

12.1 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 MCCVB. No offer or obligation of permanent employment with MCCVB or particular department or agency is intended in any manner, and Contractor shall not become

entitled by virtue of this Agreement to receive from MCCVB 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 MCCVB harmless from any and all liability which MCCVB may incur because of Contractor's failure to pay such taxes.

13. MISCELLANEOUS PROVISIONS.

13.1 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.

13.2 Amendment. This Agreement may be amended or modified only by an instrument in writing signed by MCCVB and the Contractor.

13.3 Waiver. Any waiver of any terms and conditions of this Agreement must be in writing and signed by MCCVB 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.

13.4 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.

13.5 Dispute Resolution. In the event a dispute relating to the Services arises between the Parties, the Parties will use all reasonable efforts to resolve the dispute through direct discussions for a period of 30 calendar days following receipt of written notice of the dispute from the other Party. The designated senior or executive officers of each Party will respond to any such dispute. Contractor shall continue to perform under this Agreement during any dispute. If the Parties are unable to resolve such dispute, then the Parties may terminate this Agreement in accordance with Section 7.

13.6 Assignment and Subcontracting. The Contractor shall not assign, sell or otherwise transfer its interest or obligations in the Agreement without the prior written consent of MCCVB. None of the Services covered by this Agreement shall be subcontracted without the prior written approval of MCCVB. Notwithstanding any such subcontract, Contractor shall continue to be liable for the performance of all requirements of this Agreement.

13.7 Successors and Assigns. This Agreement and the rights, privileges, duties, and obligations of MCCVB 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.

13.8 Compliance with Applicable Law. The parties shall comply with all applicable federal, state, and local laws and regulations in performing this Agreement.

13.9 Headings. The headings are for convenience only and shall not be used to interpret the terms of this Agreement.

13.10 Time is of the Essence. Time is of the essence in each and all of the provisions of this Agreement.

13.11 Governing Law. This Agreement shall be governed by and interpreted under the laws of the State of California.

13.12 Non-exclusive Agreement. This Agreement is non-exclusive and both MCCVB and Contractor expressly reserve the right to contract with other entities for the same or similar Services.

13.13 Construction of Agreement. MCCVB 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.

13.14 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.

13.15 Authority. Any individual executing this Agreement on behalf of the MCCVB or the Contractor represents and warrants hereby that they have 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.

13.16 Integration. This Agreement, including the exhibits and appendices, represent the entire Agreement between MCCVB 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 MCCVB and the Contractor as of the Effective Date of this Agreement.

13.17 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.


13.18 Documentation. Contractor shall attach to this Agreement, and prior to MCCVB's execution (signing) of the Agreement, as Exhibit B, the following documents: Contractor's a.) Articles of Incorporation, b.) IRS Determination Letter, c.) Bylaws, d.) copy of Contractor's most recent Financial Audit and or Financial Statements, e.) Contractor's budget, and, f.) a current list of the Contractor's Board members.

Signature Page follows.

14. SIGNATURES.

IN WITNESS WHEREOF, the Parties have executed this Agreement by their duly authorized representatives.

MONTEREY COUNTY DESTINATION MARKETING ORGANIZATION, INC., a California nonprofit public benefit corporation, doing business as MONTEREY COUNTY CONVENTION & VISITORS BUREAU

By:  (signature) Dated: August 28, 2019
Tammy Blount
President & CEO (print name and title)

CONTRACTOR:

Community Association of Big Sur

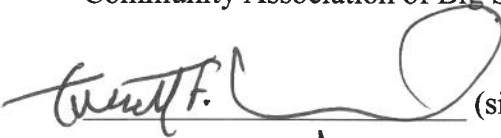
 (signature) Dated: ~~9-9-19~~
EVERETT F. Kronlund (print name) 9-9-19

EXHIBIT A

Agreement by and between MCCVB and CABS (hereinafter referred to as Contractor)

SCOPE OF SERVICES/PAYMENT PROVISIONS

This EXHIBIT A shall be incorporated by reference as part of the Professional Services Agreement with an Effective Date of _____. This Exhibit A governs work to be performed under the above referenced Agreement, the nature of the working relationship between MCCVB, and Contractor, and specific obligations of the Contractor.

A. Services to be Provided

Contractor shall provide services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

1. BIG SUR SUSTAINABLE TOURISM DESTINATION STEWARDSHIP PLAN

- a.) Contractor shall develop a report containing analysis and recommendations for a Sustainable Tourism Destination Stewardship Plan for Big Sur. This project and plan will be developed and conducted by the Community Association of Big Sur (“CABS”) in collaboration with Big Sur residents, businesses and oversight agency members of the Big Sur Multi-Agency Advisory Council (“BSMAAC”).
- b.) Contractor shall provide a quarterly report in compliance with Monterey County’s Designated Set Aside reporting requirements (template attached) and include the following milestones:
 - Q1 – Delivery of overall budget and scope of project, as well as details of the outsourcing agency; initiate outreach and consultation meetings;
 - Q2 – Community consultation meetings, formation of steering committee, and process plan finalized;
 - Q3 – Draft Report submission; and
 - Q4 – Final Report submission with endorsement from consulted parties.
- c.) Contractor’s quarterly reports shall include progress reports related to the Big Sur Sustainable Tourism Destination Stewardship Plan and submitted to MCCVB for review and approval.
- d.) Contractor shall present the final report to the Board of Supervisors, if directed by MCCVB or the Economic Opportunity Committee (EOC) or CAO Housing and Economic Development Staff.

B. Payment Provisions: Compensation, Payment Schedule and Miscellaneous Matters

1. The amount of compensation allocated to Contractor for Fiscal Year 2019/2020, which is the period July 1, 2019 – June 30, 2020 shall not exceed \$150,000. Contractor shall

submit quarterly invoices. Compensation shall be paid to Contractor in four quarterly installments in the amount equal to 1/4th 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.

2. MCCVB shall pay the quarterly invoice within 30 days of receipt of the invoice and is conditional upon MCCVB receiving the funds from the County of Monterey AND receiving performance reports that are acceptable to MCCVB, with the adequacy of the reports to be in the sole discretion/judgment of MCCVB.
3. Contractor shall produce the following quarterly performance reports in a format provided by MCCVB. The performance report shall be in a format that is easy to understand that can be shared with the EOC and the Board of Supervisors. Each quarterly performance report shall identify achievement of the performance criteria set forth in Section A set forth above, to date, as each report is submitted.

Due Date	Report Period
October 18, 2019	July 1, 2019 – September 30, 2019
January 17, 2020	July 1, 2019 – December 31, 2019
April 17, 2020	July 1, 2019 – March 31, 2020
July 17, 2020	July 1, 2019 – June 30, 2020

4. 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 MCCVB staff, the EOC and Board of Supervisors in conducting its responsibilities of this Agreement.

The determination of whether performance meets standard is at the sole judgment of MCCVB. MCCVB 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 MCCVB, with the adequacy of the reports to be in the sole discretion/judgment of MCCVB.

In the event MCCVB determines Contractor is not meeting its expectations as expressed above, in whole or in part, MCCVB will work with Contractor per Section 13.5 of the Agreement 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.

5. Modifications to Exhibit A. Any modifications to the specific tasks described in the Scope of Work must be agreed upon by the Parties with the concurrence of the EOC or

Board of Supervisors. Such modifications must be in writing and signed by the Parties. Any modifications to compensation must be approved by the Board of Supervisors.

6. Accounting Requirements. 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 MCCVB. By signing this Agreement, Contractor acknowledges that this requirement is met.

Fiscal Year Budget. Contractor agrees that its Board of Directors will approve the project budget applicable to Contractor's fiscal year. A copy of that adopted budget will be provided to MCCVB within 10 business days after adoption.

Financial Audit. Contractor shall provide MCCVB with a copy of its most recent annual financial audit (or review by a third-party professional auditor) and subsequent annual audits that may be completed during this Agreement's duration. Such documents shall be provided within 10 business days of their presentation to the Contractors Board of Directors.

Q2 and Q4 Fiscal Year Financial Statements. Contractor shall provide MCCVB with financial statements covering the end of the second quarter and fourth quarter of Contractor's fiscal year. Such statements shall be provided within 10 business days of their presentation to the Contractor's Board of Directors. MCCVB reserves the right to request more frequent financial statements which shall be provided by Contractor if such request is made.

Budget Issues. Contractor agrees to notify MCCVB if there are 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 Contractor's Board of Directors.

7. Funding of Acknowledgement. The County of Monterey 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 this Agreement. Contractor shall ensure their compliance with this requirement. Failure to acknowledge this funding support may result in projects, events or initiatives being deemed by MCCVB as ineligible to receive future funds. Contractor's webpage for the Project shall display that the County of Monterey is a major funding partner, or contributor, to Contractor. For clarity, Contractor's webpage <https://cabs.wpengine.com/big-sur-destination-project/> will display in its introductory paragraph, the sentence: "The County of Monterey is a major funding partner for the Big Sur Destination Stewardship Project (DSP)."

8. Services Result. Contractor shall provide MCCVB with a copy of any final written or visual publication and any other work product (e.g. Contractor's DSA webpage with funding acknowledgement) that is funded in whole or in part by this Agreement. Said documents shall be provided with quarterly reports.
9. List of Current Board Members. Contractor shall include a list of current Board Members in the quarterly reports.
10. Presentations. Contractor shall be required to provide periodic presentations to the Board of Supervisors EOC, and/or the Administrative Subcommittee of the EOC with reasonable advance notification. In addition, Contractor is expected to attend meetings of these bodies upon request.
11. DSA Report Address. DSA Report submittals shall be sent to:

MCCVB
Attn: DSA Agreement Oversight
PO Box 1770
Monterey, CA 93942