

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: \$ 2,019,475 FY26-27

3.0

TERM OF AGREEMENT:

3.01 The term of this Agreement is from July 7, 2026 to June 30, 2027, 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 2026-27 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

Monterey County Destination Marketing Organization, Inc.
Contractor/Business Name *

By: _____
Contracts/Purchasing Officer

DocuSigned by:
By: Rob O'Keefe
A6A4E1E8254E4DC
(Signature of Chair, President, or Vice-President)

Date: _____

Rob O'Keefe, President/CEO
Name and Title

By: _____
Department Head (if applicable)

Date: 6/22/2026 | 5:30 PM PDT

Date: _____

Approved as to Form
Office of the County Counsel¹
Susan K. Blitch, County Counsel

DocuSigned by:
By: Donna Langley
421A639D13384FFC
(Signature of Secretary, Asst. Secretary, CFO, Treasurer, or
Asst. Treasurer)

By: [Signature]
5C29050B5BAC436
County Counsel

Donna Langley, Secretary
Name and Title

Date: 6/24/2026 | 9:26 AM PDT

Date: 6/22/2026 | 6:56 PM PDT

Approved as to Fiscal Provisions
DocuSigned by:
Patricia Ruiz
E79EF64E57454A6
Auditor/Controller

By: _____
Auditor/Controller

Date: 6/24/2026 | 10:56 AM 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 7, 2026. 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 FY2026-27 Exhibit B, attached hereto:

B. PAYMENT PROVISIONS:

County shall pay an amount not to exceed \$2,019,475 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 7, 2026 – June 30, 2027.

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, 2027	July 1, 2026 – December 31, 2026 (Presentation)
July 31, 2027	January 1, 2027 – June 30, 2027 (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, 2027	FY 2027-28 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.



COUNTY OF MONTEREY DSA WORK PLAN PROPOSAL FY 2026-27
REVISED JUNE 16, 2026

Tourism is Monterey County’s second-largest industry, behind agriculture, and the leading industry on the Monterey Peninsula. As the County’s official destination marketing organization, See Monterey is a primary driver of this economic engine—directly influencing hundreds of thousands of visitor-trips each year within a \$3.1 billion tourism economy.

Tourism generates hundreds of millions of dollars annually in Transient Occupancy and Sales Tax revenues that fund essential public services and community programs, while supporting nearly 28,000 jobs countywide. See Monterey creates managed tourism growth by focusing on the right visitors, at the right times, in the right places.

In FY 2024–25, See Monterey influenced more than 547,000 overnight leisure trips, secured over 83,000 booked room nights for meetings and conferences, and generated several million dollars in public relations exposure for the unincorporated County. SeeMonterey.com also delivered more than 20,000 direct referrals to businesses in unincorporated areas—primarily small, owner-operated enterprises with limited marketing capacity.

The County’s investment in See Monterey consistently delivers measurable returns, strengthening the tourism economy, generating critical tax revenues, supporting local jobs, and enhancing residents’ quality of life. In partnership with the County and nine jurisdiction partners, this collaborative approach has created a unified, high-performing destination marketing program that balances economic vitality with community benefit.

The following Work Plan builds on this proven success, outlining the strategies and initiatives that will guide continued impact and long-term prosperity 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.



OUR BOARD

34-member Board of Directors and Advisors representing hospitality, attractions, agriculture, arts and culture, transportation, education, retail, wine country, and community leadership. This cross-sector alignment ensures decisions are market-informed, execution is coordinated, and every dollar invested works harder to deliver higher ROI.

JURISDICTION PARTNERS

See Monterey partners with the County and nine city jurisdictions across the entire County to deliver coordinated, market-driven destination marketing that maximizes impact and return on investment.

ALIGNMENT WITH COUNTY DSA GOALS

See Monterey’s DSA Work Plan is strategically aligned with the four key goals established in the County’s DSA Guidelines. The examples below illustrate how key initiatives directly support and advance these priorities. Additional detail on the Work Plan is provided throughout the document.

County of Monterey DSA Goals - SUMMARY	
<p>1. Economic Development</p> <ul style="list-style-type: none"> • Support businesses by driving visitation and travel spending • Advise on new tourism development opportunities • Attract new industries through groups and meetings 	<p>2. Work Force Development</p> <ul style="list-style-type: none"> • Educational workshops and programs for tourism businesses • Partner with Monterey County Hospitality Association • Implement programs that support education of future hospitality industry
<p>3. Marketing</p> <ul style="list-style-type: none"> • 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 	<p>4. Collaborations & Partnerships</p> <ul style="list-style-type: none"> • 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

SEE MONTEREY’S STRATEGIC PRIORITY

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

To advance this priority, See Monterey focuses on the following interconnected strategies:

1. **Drive demand for overnight stays**, with an emphasis on lower-occupancy periods and midweek travel.
2. **Inspire and influence longer stays** that increase visitor yield and reduce visitation pressure (the “One More Night” strategy).
3. **Distribute visitation and economic benefits** more evenly across the entire County.
4. **Support incremental, managed growth** in visitor spending that drives Transient Occupancy Tax (TOT), Sales Tax revenues, employment, and overall community well-being.

SEE MONTEREY

- 5. Responsible Travel & Sustainability** – educate travelers on responsible, respectful behaviors that protect natural resources and local communities.

Outcome: A more balanced, higher-value tourism economy that generates sustained public revenue, supports local jobs, and preserves the quality of life that makes Monterey County an exceptional place to live and visit.

SITUATION ANALYSIS

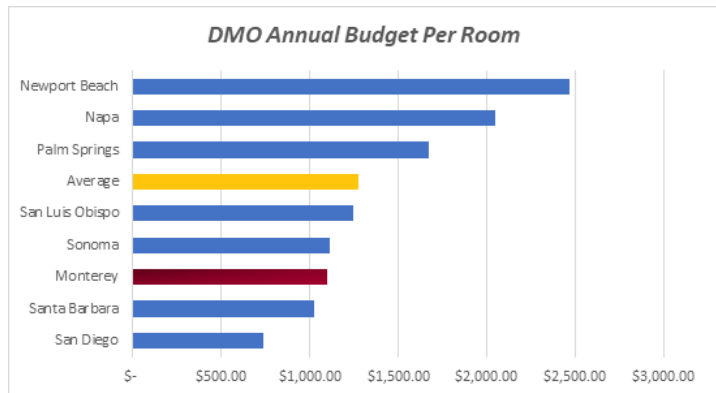
Tourism Outlook

The travel outlook through 2026 and beyond remains constrained. Ongoing economic uncertainty continues to weigh on domestic travel demand, while inbound international travel faces additional headwinds from geopolitical conditions, trade policy impacts, and fluctuations in the U.S. dollar. Two independent, third-party forecasts—from Tourism Economics and LARC—project flat growth at best in the coming year.

Notably, the outlook at the start of 2025 was similarly cautious. While many competitive destinations ultimately saw flat or declining occupancy, Monterey County outperformed—achieving nearly 3% growth in occupancy year over year. This divergence underscores a clear point: strategic investment in marketing, paired with strong collaboration between the County, See Monterey, and our jurisdiction partners, can outperform broader market forecasts and deliver measurable results even in challenging conditions.

Competitive Situation

Competition for the travel dollar has never been more intense. Monterey County competes with destinations such as Napa Valley, Sonoma County, and San Luis Obispo for leisure travelers, and with larger, heavily funded markets—including San Diego, Palm Springs, and San Francisco—for high-value meetings and conferences. As the accompanying chart illustrates, most of our competitive set invests more in destination marketing on a per-hotel-room basis than Monterey County.



Monterey County succeeds when we invest strategically, collaborate aggressively, and maximize every marketing dollar. This Workplan outlines how See Monterey will continue to punch above its weight—leveraging partnerships, focus, and execution to compete effectively, grow visitor spending, and deliver economic vitality while supporting the quality of life of residents.



1,000 New Hotel Rooms

The core premise of See Monterey’s strategic roadmap, MCT 2030, is the addition of 1,000 new hotel rooms by the end of the decade. As of January 30, 2026, 300 of those rooms are now online with the opening of two new hotels in Sand City and the Kimpton Mirador in Pacific Grove. This growth strengthens the County’s long-term economic outlook by diversifying the lodging portfolio with modern limited-service properties and a high-end boutique hotel.

Additional projects are underway or preparing to break ground. With new supply comes the need for smart, managed growth in visitation. To support both existing and future inventory, See Monterey must continue expanding demand by reaching new markets and audiences—particularly the Midwest, East Coast, and key international markets.

REPORTING & ACCOUNTABILITY

See Monterey maintains a disciplined, transparent reporting structure focused on results, ROI, and alignment with County and jurisdiction priorities. The following outlines how performance is tracked and accountability is upheld:

- **Annual Business Plan:** Defines strategies and initiatives to drive responsible visitation, increase overnight stays, and countywide economic impact.
- **Annual Report:** Summarizes performance, outcomes, and progress against strategic objectives.
- **Investment Reporting:** Semiannual ROI reports to the County, supported by a public Annual Report shared with all jurisdiction partners.
- **Ongoing Executive Reporting:** Regular CEO updates delivered via email, ongoing collaboration with the Economic Development Committee, and periodic presentations to the Board of Supervisors to ensure alignment, transparency, and informed decision-making.
- **Annual Meeting:** Reports on prior-year results and outlines strategies and priorities for the year ahead.

COLLABORATIVE PARTNERSHIPS

We work closely with a broad group of partners throughout the County to ensure an integrated approach to information sharing, marketing collaboration and crisis management, including but not limited to:

Monterey County Hospitality Association
Monterey County Business Council
Monterey County Film Commission
Monterey Bay Economic Partnership
Big Sur Byways Organization
Salinas Valley Chamber of Commerce
Monterey Peninsula Chamber of Commerce
Cal State University Monterey Bay

Monterey Salinas Transit
Monterey County Farm Bureau
Arts Council for Monterey County
BSMAAC / CABS
Monterey Regional Airport
Visit Carmel
Pacific Grove Chamber of Commerce
WeatherTech Raceway Laguna Seca



RESPONSIBLE TRAVEL & SUSTAINABILITY

As a top bucket-list destination, Monterey County attracts visitors from around the world—making education around safe, responsible travel essential to preserving the place residents call home. “The Right Path”, See Monterey’s sustainable and responsible travel initiative, engages residents, businesses, stakeholders, and visitors to promote best practices across every visitor touchpoint. The program helps guide visitation in ways that protect natural resources, respect local communities, and support long-term economic vitality while reinforcing Monterey County’s leadership in responsible destination stewardship.

CRISIS COLLABORATION & COMMUNITY

PREPAREDNESS

See Monterey works closely with the County and community partners to prepare for and respond to regional challenges such as wildfires, severe storms, and road closures. In times of crisis, the hospitality industry is often the first to step up—providing shelter and evacuee rates for residents—and See Monterey serves as the key connector, gathering real-time input from hotels and sharing coordinated, accurate information with residents and visitors. This approach supports visitor safety while prioritizing resident well-being and community access.

From crisis response to responsible travel education to Car Week, See Monterey plays a vital role as a trusted County partner—providing clear guidance on where to go, where not to go, and when and how to travel.



INVESTMENT BUDGET

MAXIMIZING IMPACT TOGETHER

The proposed Jurisdiction Investment Partnership with See Monterey through the Development Set Aside (DSA) is based on a flat growth projection for the coming year. Accordingly, the requested investment for FY 2026–27 remains level year over year at \$2,019,475.

Historically, See Monterey’s funding was tied to 6% of actual Transient Occupancy Tax (TOT) collections from two years prior, though this approach shifted following the COVID-19 disruption. While this Work Plan is built on the current DSA framework, it is designed to scale should the County choose to increase its investment. Higher funding levels would enable expanded market reach, greater impact, and increased return on investment for the County.

When combined with contributions from nine jurisdiction partners and the MCTID hotel assessment, the County’s investment delivers an immediate 7-to-1 leverage ratio. This highly collaborative funding model allows Monterey County to compete effectively, driving visitor spending, market share, and tax revenues.

Finally, See Monterey respectfully requests the Board of Supervisors consider a multi-year funding commitment, which would support more effective long-term planning, improve operational efficiency, and maximize the return on the County’s investment over time.

MONTEREY COUNTY TOURISM 2030

In September 2024, See Monterey published Monterey County Tourism 2030 (MCT 2030, available [here](#)), a long-term strategic roadmap shaped by extensive input from industry, community, and public-sector stakeholders across the County. Since its launch, See Monterey has made meaningful progress—expanding into new Midwest markets, advancing a countywide event strategy, investing in new air service including nonstop Chicago service, and launching a new sustainable travel program, among other initiatives. The County’s continued investment is essential to sustaining this momentum and fueling the next phase of progress outlined in this Workplan.

- | |
|--|
| <p>FY26-27 Key Areas of Focus</p> <ul style="list-style-type: none"> • Reinvigorating Monterey Wine Country • Renew International Visitation • Recover lost business from HWY1 closure • Maximizing value of major events (e.g., US Men’s Open, other) • Driving ‘One More Night’ Visitors • Advancing Responsible Travel & Stewardship |
|--|

PROGRAMS

Marketing Communications: \$1,021,459

See Monterey’s Marketing Communications programs integrate brand-led advertising, public relations, and social media to drive awareness, influence decision-making, and increase overnight visitation across leisure, group, and

SEE MONTEREY

international markets. In short, this work drives national and global demand for Monterey County's multifaceted, bucket-list experiences. Marketing Communications Strategic Priorities – *Grow Demand*:

Market Growth & Development - Build awareness, preference, and intent to visit; maximize reach in drive and short-haul air markets while expanding into long-haul domestic and international markets through year-round national and international PR and highly engaged social channels.

Brandtailing – Grow the destination's long-term brand while using targeted promotions to drive immediate bookings, supported by partnerships that expand reach beyond paid advertising.

Extend Visitor Stay & Spend – Prioritize higher-value travelers and deploy "One More Night" strategies—exclusive offers, event extensions, and compelling content—to increase length of stay and visitor spending.

"One More Night," famously sung by Phil Collins, isn't just a song—it's a strategy. One more night per visitor delivers an incremental \$899 million in economic impact per year.

Group Marketing Strategy – Support business development through lead-generation advertising and content, explore nontraditional channels to reach planners, and integrate group and luxury messaging to influence C-suite decision makers.

International Strategy – Maintain a tiered market approach with primary focus on the U.K., Canada, and Mexico, supported by direct-to-consumer advertising, co-ops, and opportunistic promotion in markets across Europe and Asia.

Responsible Travel Strategy – Advance the redesigned "The Right Path" stewardship program by educating travelers before they arrive and reinforcing those messages while they are here, with added emphasis during peak travel periods.

Crisis Communications Strategy – Stay prepared at all times by regularly reviewing plans, using a clear crisis response framework, and coordinating closely with the County, hotel stakeholders and partner agencies.

Event Strategy – Build on past efforts by strategically strengthening existing events and selectively adding new events to drive visitation during need periods, support emerging locations, and maximize return on public investment.

Group Business Development: \$674,085

Group Business Development programs drive countywide economic impact by attracting meetings, conferences, and group business. These efforts strengthen

SEE MONTEREY

demand by filling rooms during need periods and creating rate compression that benefits both host hotels and surrounding lodging businesses. Strategic Priorities:

Expand Group Market Segments – Identify and penetrate new and emerging group segments through targeted industry engagement, destination-wide events, and strategic partnerships that grow awareness and demand.

Activate High-Value Industry Engagement – Host and participate in industry events, FAMs, and high-touch client activations that generate leads and accelerate conversion in priority and high-value segments.

Meetings, conferences, and events are critical to the success of unincorporated County properties and are a key driver of County TOT and sales tax. Properties at Pebble Beach, Carmel Valley Ranch, Bernardus, The Quail, and others rely on See Monterey to generate qualified leads and help convert them into booked business.

Drive Off-Season Group Demand - Target specialty and incentive groups that meet during need periods, prioritizing events that generate compression and extend stays to maximize rate and occupancy.

Strengthen Strategic Partnerships – Leverage sponsorships, speaking opportunities, and alliances with key industry organizations to expand reach into longer-haul markets and grow qualified group leads.

Elevate Planner Value & Destination Differentiation – Promote Monterey County’s sustainability leadership and inclusive experiences while enhancing planner-facing programs—such as curated site tours and attendee offers—to increase bookings, attendance, and length of stay.

Community Relations: \$63,522

See Monterey’s Community Relations program unites residents, local government, small businesses, and hospitality around a single priority—driving overnight visitation that fuels economic vitality and enhances quality of life for communities and residents. Community Relations Strategic Priorities:

Community Engagement – See Monterey’s Community Engagement efforts protect and grow tourism’s economic impact by aligning residents, agencies, and industry around shared priorities, delivering targeted education and outreach that supports informed decision-making and long-term destination success.

Membership Growth & Development – Membership Growth and Development expands destination marketing by growing participation, strengthening local businesses, and increasing visitor-driven economic returns.

Destination Services – Destination Services initiatives improve visitor conversion by modernizing trip-planning tools and coordinating with regional visitor centers,



helping turn interest into overnight stays, visitor spending, and measurable return on investment.

General Administration: \$260,409

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

Finance & Operations – See Monterey’s Finance & Operations function ensures fiscal discipline through modern financial systems and controls that support transparency, forecasting, and informed decision-making, while maintaining core infrastructure for productivity and continuity.

Human Resources & Organizational Culture – Human Resources and Organizational Culture strengthen people systems and talent development to support a high-performing, inclusive workplace.

Governance & Administration – Governance and Administration support the Board and its eight committees, ensuring compliance, accountability, and long-term organizational stability.

PERFORMANCE MEASURES

See Monterey will set, measure and report against ambitious, results-driven organizational metrics designed to deliver increased return on investment and measurable economic benefit to the County. Key Performance Indicators include:

- Marketing Communications generating travel demand with an Intent to Visit Score Goal of 4.3
- Group Business lead generation at 750
- Group Booking Conversion at 25%
- Engaged Web Sessions
- Social Engagements
- Partner Site Conversions to Partner Websites
- Top Level Group Conversions driving Group Awareness
- Achieve placement in Top Media Outlets
- And more...

Ultimately, See Monterey will report clear, dollar-value ROI across influenced visitor spending, direct meetings and events spending, and earned media value, along with additional measures of demand generation.

This work plan, including the performance measures and budget, are tentative based on the final investment budget from the Monterey County Board of Supervisors and the adoption by the See Monterey Board of Directors on June 25, 2026.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
06/15/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Risk Placement Services Inc PO BOX 30686 NEW YORK, NY 10087-0686	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2">CONTACT NAME: Amanda Kang</td> </tr> <tr> <td>PHONE (A/C, No, Ext): 208-342-6100</td> <td>FAX (A/C, No): 208-342-5159</td> </tr> <tr> <td colspan="2">E-MAIL ADDRESS: amanda_ikari@rpsins.com</td> </tr> <tr> <td colspan="2" style="text-align: center;">INSURER(S) AFFORDING COVERAGE</td> </tr> <tr> <td>INSURER A: Employers Preferred Insurance Company</td> <td style="text-align: right;">NAIC # 10346</td> </tr> <tr> <td>INSURER B: —</td> <td style="text-align: right;">—</td> </tr> <tr> <td>INSURER C: —</td> <td style="text-align: right;">—</td> </tr> <tr> <td>INSURER D: —</td> <td style="text-align: right;">—</td> </tr> <tr> <td>INSURER E: —</td> <td style="text-align: right;">—</td> </tr> <tr> <td>INSURER F: —</td> <td style="text-align: right;">—</td> </tr> </table>	CONTACT NAME: Amanda Kang		PHONE (A/C, No, Ext): 208-342-6100	FAX (A/C, No): 208-342-5159	E-MAIL ADDRESS: amanda_ikari@rpsins.com		INSURER(S) AFFORDING COVERAGE		INSURER A: Employers Preferred Insurance Company	NAIC # 10346	INSURER B: —	—	INSURER C: —	—	INSURER D: —	—	INSURER E: —	—	INSURER F: —	—
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INSURER E: —	—																				
INSURER F: —	—																				
INSURED MONTEREY COUNTY DESTINATION MA PO BOX 1770 MONTEREY, CA 93942																					

COVERAGES **CERTIFICATE NUMBER: —** **REVISION NUMBER: —**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
—	COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR <hr/> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER: —	—	—	—	—	—	EACH OCCURRENCE — DAMAGE TO RENTED PREMISES (Ea occurrence) — MED EXP (Any one person) — PERSONAL & ADV INJURY — GENERAL AGGREGATE — PRODUCTS - COMP/OP AGG — — —	
—	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY <input type="checkbox"/> — —	—	—	—	—	—	COMBINED SINGLE LIMIT (Ea accident) — BODILY INJURY (Per person) — BODILY INJURY (Per accident) — PROPERTY DAMAGE (Per accident) — — —	
—	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED — RETENTION —	—	—	—	—	—	EACH OCCURRENCE — AGGREGATE — — —	
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	N	EIG612153000	09/21/2025	09/21/2026	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER — E.L. EACH ACCIDENT \$1,000,000.00 E.L. DISEASE - EA EMPLOYEE \$1,000,000.00 E.L. DISEASE - POLICY LIMIT \$1,000,000.00
—	—	—	—	—	—	—	—	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Destination Marketing Organization, DSA

CERTIFICATE HOLDER County of Monterey ATTN: Isela Sandoval EMAIL: sandovali@countyofmonterey.gov 168 W. Alisal St, 3rd Floor Salinas, CA 93901	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	--

00007470 Y
BR 04

Policy Number: EIG 6121530 00

EMPLOYERS
P.O. Box 539003
Henderson, NV 89053-9003

MONTEREY COUNTY DESTINATION MA
PO BOX 1770
MONTEREY CA 93942

POLICY INFORMATION PAGE ENDORSEMENT

The following item(s)

- | | |
|---|---|
| <input type="checkbox"/> Insured's Name (WC 89 06 01) | <input type="checkbox"/> Item 3.B. Limits (WC 89 06 12) |
| <input type="checkbox"/> Policy Number (WC 89 06 02) | <input type="checkbox"/> Item 3.C. States (WC 89 06 13) |
| <input type="checkbox"/> Effective Date (WC 89 06 03) | <input type="checkbox"/> Item 3.D. Endorsement Numbers (WC 89 06 14) |
| <input type="checkbox"/> Expiration Date (WC 89 06 04) | <input checked="" type="checkbox"/> Item 4.* Class, Rate, Other (WC 89 04 15) |
| <input type="checkbox"/> Insured's Mailing Address (WC 89 06 05) | <input type="checkbox"/> Interim Adjustment of Premium (WC 89 04 16) |
| <input type="checkbox"/> Experience Modification (WC 89 04 06) | <input type="checkbox"/> Carrier Servicing Office (WC 89 06 17) |
| <input type="checkbox"/> Producer's Name (WC 89 06 07) | <input type="checkbox"/> Interstate/Intrastate Risk ID Number (WC 89 06 18) |
| <input type="checkbox"/> Change in Workplace of Insured (WC 89 06 08) | <input type="checkbox"/> Carrier Number (WC 89 06 19) |
| <input type="checkbox"/> Insured's Legal Status (WC 89 06 10) | <input type="checkbox"/> Issuing Agency/Producer Office Address (WC 89 06 25) |
| <input type="checkbox"/> Item 3.A. States (WC 89 06 11) | |

is changed to read:

PER AGENT REQUEST, AMENDED POLICY TO ADD BLANKET WAIVER OF SUBROGATION.

*Item 4. Change To:

Classifications	Code No.	Premium Basis Total Estimated Annual Remuneration	Rate Per \$100 of Remuneration	Estimated Annual Premium

Total Estimated Annual Premium \$ 6,525

Minimum Premium \$ 500

Deposit Premium \$ 881.30

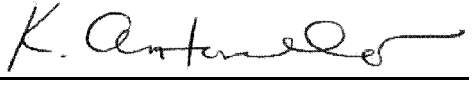
All other terms and conditions of this policy remain unchanged.

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement, effective 09/21/2025 at 12:01 AM standard time, forms a part of
Policy No. EIG 6121530 00 Of the EMPLOYERS PREFERRED INS. CO.
Carrier Code 00920

Issued to MONTEREY COUNTY DESTINATION MA Endorsement No. 001

Premium \$6,525

Countersigned at _____ on _____ By:  _____
Authorized Representative

For your protection California law requires the following to appear on this form:

Any person who knowingly presents false or fraudulent information to obtain or amend insurance coverage or to make a claim for the payment of a loss is guilty of a crime and may be subject to fines and confinement in state prison.



EMPLOYERS PREFERRED INS. CO.
A Stock Company

**Workers' Compensation and Employers Liability
Insurance Policy**

Policy Number	Policy Period	
	From	To
EIG 6121530 00	09/21/2025	09/21/2026

12:01 A.M. Standard Time at the address of the Insured as stated herein

Transaction				
AMENDED DECLARATIONS		Effective: 09/21/2025		
NCCI Carrier #	31283	WCIRB CARRIER#	00920	PRIOR POLICY NUMBER NEW
1. Named Insured and Address		Agent		
MONTEREY COUNTY DESTINATION MA SEE MONTEREY PO BOX 1770 MONTEREY CA 93942		RISK PLACEMENT SERVICE INC 0000747 RPS BOISE/WORKCARE PO BOX 30686 NEW YORK, NY 10087-0686 Telephone: 2083426100		
Customer #	Carrier # 31283	FEIN # 311718247	Risk ID #	Entity of Insured CORPORATION

Additional Locations:

- The Policy Period is from 09/21/2025 to 09/21/2026 12:01 a.m. Standard Time at the Insured's mailing address.
 - A. Workers Compensation Insurance: Part ONE of the policy applies to the Workers Compensation Law of the states listed here: CA, IL, TX, HI
 - B. Employers Liability Insurance: Part TWO of the policy applies to work in each state listed in Item 3A. The limits of our liability under Part TWO are:

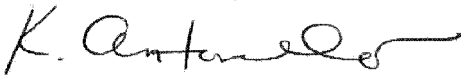
Bodily Injury by Accident	\$	1,000,000	each accident
Bodily Injury by Disease	\$	1,000,000	policy limit
Bodily Injury by Disease	\$	1,000,000	each employee
 - C. Other States Insurance: Part THREE of the policy applies to the states, if any, listed here: All states except ND, OH, WA, WY and states listed in item 3.A.
 - D. This policy includes these endorsements and schedules: See attached schedule.
4. The premium for this policy will be determined by our Manuals of Rules, Classifications, Rates, and Rating Plans. All information required below is subject to verification and change by audit.

SEE EXTENSION OF INFORMATION PAGE

Minimum Premium	\$	500	Expense Constant	\$	160
			Premium Discount	\$	
Assessments and Taxes	\$		Total Estimated Annual Premium	\$	6,525

This is a Three Year Fixed Rate Policy
 Premium Adjustment Period: Annual; Semiannual; Quarterly; Monthly

Countersigned this _____ Day of _____,
 Issued Date: 06/17/2026
 Issuing Office **EMPLOYERS PREFERRED INS. CO.**
 P.O. BOX 539003
 HENDERSON, NV 89053-9003



 Authorized Representative



EMPLOYERS PREFERRED INS. CO.

A Stock Company

P.O. BOX 539003

HENDERSON, NV 89053-9003

**WORKERS' COMPENSATION AND EMPLOYERS
LIABILITY INSURANCE POLICY**

Policy Number: EIG 6121530 00
Named Insured: MONTEREY COUNTY DESTINATION MA
Agent: RISK PLACEMENT SERVICE INC 0000747

EXTENSION OF INFORMATION PAGE

CLASSIFICATION OF OPERATIONS

Code No.	Classification Description	Premium Basis Total Est. Annual Remuneration	Rate Per \$100 of Remuneration	Estimated Annual Premium
California				
Rating Period: 09/21/2025 through 09/21/2026				
Site 00001				
8742	SALESPERSONS-OUTSIDE	1,346,683	0.390000	5,252.00
8810	CLERICAL OFFICE EMPLOYEES-N.O.C.	789,311	0.270000	2,131.00
Site 00001 Total				\$ 7,383.00
Site 00005				
8742	SALESPERSONS-OUTSIDE	165,500	0.580000	960.00
Site 00005 Total				\$ 960.00
Site 00006				
8742	SALESPERSONS-OUTSIDE	138,000	0.290000	400.00
Site 00006 Total				\$ 400.00
Total of Sites for Rating Period				\$ 8,743.00
Rating Period Total				\$ 8,743.00
Rating Period: 09/21/2025 through 09/21/2026				
0930	WAIVER OF SUBROGATION	8,743	0.020000	250.00
9887	SCHEDULE CREDIT	8,993	0.500000	-4,497.00
9707	YEARS IN BUSINESS, YEARS IN INDUSTRY RATING MODIFICATION	4,496	0.120000	-540.00
0900	EXPENSE CONSTANT			160.00
0936	STATE W.C. FRAUD ASSESSMENT	5,336	0.004096	22.00
0935	STATE W.C. ADMINISTRATIVE ASSESSMENT	5,336	0.012370	66.00
0937	CA INSURANCE GUARANTY	5,336		
0938	CA UNINSURED EMPLOYERS FUND	5,336	0.000818	4.00
0939	CA SUBSEQUENT INJURY FUND	5,336	0.030148	161.00
0940	OSHF ASSESSMENT	5,336	0.001885	10.00
0943	LABOR ENFORCEMENT & COMPLIANCE	5,336	0.001058	6.00
9741	CATASTROPHE PREMIUM	2,439,494	0.020000	488.00
9740	TERRORISM PREMIUM	2,439,494	0.030000	732.00
Rating Period Total				\$ 3,138.00-
State Total				\$ 5,605.00



EMPLOYERS PREFERRED INS. CO.

A Stock Company

P.O. BOX 539003

HENDERSON, NV 89053-9003

**WORKERS' COMPENSATION AND EMPLOYERS
LIABILITY INSURANCE POLICY**

Policy Number: EIG 6121530 00
Named Insured: MONTEREY COUNTY DESTINATION MA
Agent: RISK PLACEMENT SERVICE INC 0000747

EXTENSION OF INFORMATION PAGE

CLASSIFICATION OF OPERATIONS

Code No.	Classification Description	Premium Basis Total Est. Annual Remuneration	Rate Per \$100 of Remuneration	Estimated Annual Premium
Illinois				
Rating Period: 09/21/2025 through 09/21/2026				
Site 00004				
8742	SALESPERSONS OR COLLECTORS - OUTSIDE	127,296	0.170000	216.00
	Site 00004 Total		\$	216.00
Total of Sites for Rating Period				\$ 216.00
Rating Period Total				\$ 216.00
Rating Period: 09/21/2025 through 09/21/2026				
9812	INCREASED COVERAGE II	216	0.014000	3.00
9699	ILLINOIS PREMIUM SURCHARGE	245	0.010920	3.00
9740	TERRORISM PREMIUM	127,296	0.010000	13.00
9741	CATASTROPHE PREMIUM	127,296	0.010000	13.00
Rating Period Total				\$ 32.00
State Total				\$ 248.00



EMPLOYERS PREFERRED INS. CO.

A Stock Company

P.O. BOX 539003

HENDERSON, NV 89053-9003

**WORKERS' COMPENSATION AND EMPLOYERS
LIABILITY INSURANCE POLICY**

Policy Number: EIG 6121530 00
Named Insured: MONTEREY COUNTY DESTINATION MA
Agent: RISK PLACEMENT SERVICE INC 0000747

EXTENSION OF INFORMATION PAGE

CLASSIFICATION OF OPERATIONS

Code No.	Classification Description	Premium Basis Total Est. Annual Remuneration	Rate Per \$100 of Remuneration	Estimated Annual Premium
Texas				
Rating Period: 09/21/2025 through 09/21/2026				
Site 00003				
8742	SALESPERSONS, COLLECTORS OR MESSENGERS - OUTSIDE	123,384	0.070000	86.00
Site 00003 Total			\$	86.00
Total of Sites for Rating Period			\$	86.00
Rating Period Total			\$	86.00
Rating Period: 09/21/2025 through 09/21/2026				
9812	INCREASED COVERAGE II	86	0.014000	1.00
9848	BALANCE TO MIN PREM-COVERAGE II			140.00
9885	SMALL EMPL INCENT DISCOUNT	227	0.150000	-34.00
9887	SCHEDULE CREDIT	193	0.400000	-77.00
9740	TERRORISM PREMIUM	123,384	0.020000	25.00
9741	CATASTROPHE PREMIUM	123,384	0.010000	12.00
Rating Period Total			\$	67.00
State Total			\$	153.00



EMPLOYERS PREFERRED INS. CO.

A Stock Company

P.O. BOX 539003

HENDERSON, NV 89053-9003

**WORKERS' COMPENSATION AND EMPLOYERS
LIABILITY INSURANCE POLICY**

Policy Number: EIG 6121530 00
Named Insured: MONTEREY COUNTY DESTINATION MA
Agent: RISK PLACEMENT SERVICE INC 0000747

EXTENSION OF INFORMATION PAGE

CLASSIFICATION OF OPERATIONS

Code No.	Classification Description	Premium Basis Total Est. Annual Remuneration	Rate Per \$100 of Remuneration	Estimated Annual Premium
Hawaii				
Rating Period: 09/21/2025 through 09/21/2026				
Site 00002				
8742	SALESPERSONS OR COLLECTORS - OUTSIDE	88,374	0.590000	521.00
	Site 00002 Total		\$	521.00
Total of Sites for Rating Period				\$ 521.00
Rating Period Total				\$ 521.00
Rating Period: 09/21/2025 through 09/21/2026				
9812	INCREASED COVERAGE II	521	0.011000	6.00
9885	MERIT RATING	527	0.050000	-26.00
0175	INSURANCE GUARANTEE ASSOCIATION ASSESSMENT			
9740	TERRORISM PREMIUM	88,374	0.010000	9.00
9741	CATASTROPHE PREMIUM	88,374	0.010000	9.00
Rating Period Total				\$ 2.00-
State Total				\$ 519.00
Policy Total				\$ 6,525.00



EMPLOYERS PREFERRED INS. CO.

A Stock Company

P.O. BOX 539003

HENDERSON, NV 89053-9003

WORKERS' COMPENSATION AND EMPLOYERS
LIABILITY INSURANCE POLICY

Policy Number: EIG 6121530 00	
Named Insured: MONTEREY COUNTY DESTINATION MA	
Agent: RISK PLACEMENT SERVICE INC	0000747

SITE LOCATION SCHEDULE

State CA 1
 MONTEREY COUNTY DESTINATION MA
 99 PACIFIC ST
 MONTEREY CA 93940-2470

State CA 5
 MONTEREY COUNTY DESTINATION MA
 1420 N POINSETTIA AVE
 MANHATTAN BEACH CA 90266-4921

State CA 6
 MONTEREY COUNTY DESTINATION MA
 5855 HORTON ST
 EMERYVILLE CA 94608-2043

State IL 4
 MONTEREY COUNTY DESTINATION MA
 6929 VALLEY VIEW DR
 DOWNERS GROVE IL 60516-3512

State TX 3
 MONTEREY COUNTY DESTINATION MA
 13406 STANMERE DR
 FRISCO TX 75035-8417

State HI 2
 MONTEREY COUNTY DESTINATION MA
 95-226 ULAHEA PL
 MILILANI HI 96789-5528



EMPLOYERS PREFERRED INS. CO.

A Stock Company

P.O. BOX 539003

HENDERSON, NV 89053-9003

**WORKERS' COMPENSATION AND EMPLOYERS
LIABILITY INSURANCE POLICY**

Policy Number: EIG 6121530 00	
Named Insured: MONTEREY COUNTY DESTINATION MA	
Agent: RISK PLACEMENT SERVICE INC	0000747

ENDORSEMENT SCHEDULE

State	Form Nbr.	Ed. Date	Description
CA	WC040306	(4/84)	CA WAIVER OUR RIGHT TO RECOVER
CA	WC990405A	(3/07)	INSTALLMENT PAYMENT ENDORSE

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT-CALIFORNIA

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

You must maintain payroll records accurately segregating the remuneration of your employees while engaged in the work described in the Schedule.

The additional premium for this endorsement shall be 2 % of the California workers' compensation premium otherwise due on such remuneration.

Schedule

Person or Organization

Job Description

With respect to all employees subject to the workers' compensation laws of the state of California, any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

This policy is subject to a minimum charge of \$250 for the issuance of waivers of subrogation

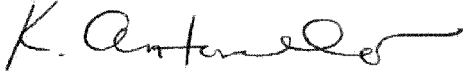
This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement, effective 09/21/2025 at 12:01 AM standard time, forms a part of
Policy No. EIG 6121530 00 Of the EMPLOYERS PREFERRED INS. CO.
Carrier Code 00920

Issued to MONTEREY COUNTY DESTINATION MA

Endorsement No.

Premium \$6,525

Countersigned at _____ on _____ By:  _____
Authorized Representative

INSTALLMENT PAYMENT ENDORSEMENT

In addition to the deposit premium shown below as Installment 01, you agree to make the following installment payments on the date specified (if any).

These payments may be revised pursuant to a mid-term analysis of premium based on payrolls which you may be asked to submit to us.

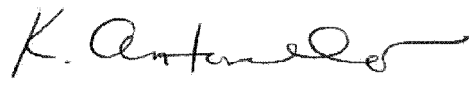
Installment Number	Date Due	Amount
01	09/21/2025	\$881.30
02	10/21/2025	\$614.30
03	11/21/2025	\$614.30
04	12/21/2025	\$614.30
05	01/21/2026	\$614.30
06	02/21/2026	\$614.30
07	03/21/2026	\$614.30
08	04/21/2026	\$614.30
09	05/21/2026	\$614.30
10	06/21/2026	\$729.30

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.
(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement, effective 09/21/2025 at 12:01 AM standard time, forms a part of
 Policy No. EIG 6121530 00 Of the EMPLOYERS PREFERRED INS. CO.
 Carrier Code 00920

Issued to MONTEREY COUNTY DESTINATION MA
 Premium \$6,525

Endorsement No.

Countersigned at _____ on _____ By:  _____
 Authorized Representative



A Member of the Tokio Marine Group

**NOTICE
LATE FEE
NON-SUFFICIENT FUNDS FEE
REINSTATEMENT FEE**

Late Fee

Please be advised that if your payment is late (payment is not received within five days of the payment due date indicated on the invoice), you will be charged a late fee of \$25* (where permitted).

Non-Sufficient Funds Fee

Please be advised that if your payment is returned for non-sufficient funds, you will be charged a fee of \$25** (where permitted).

Reinstatement Fee

Please be advised that if your policy is cancelled due to non-payment of the premium and we agree to reinstate your policy, you will be charged a reinstatement fee of \$50*** (where permitted).

These fees are in addition to any premium owed on the policy and each fee can apply more than once during the policy term.

*\$10 in Florida, Maryland, South Carolina

**\$15 in Florida and \$20 in New York

***\$25 in Delaware, Georgia, New Hampshire and New Mexico; and \$15 in Kansas and Nebraska

ALL COMMERCIAL LINES

PRIVACY NOTICE FOR COMMERCIAL LINES

This notice is provided on behalf of Philadelphia Indemnity Insurance Company

PURPOSE OF THIS NOTICE

When you apply for or become an insured under, the insurance policies we issue, we gather certain non-public information or “NPI” about your business and its employees. We are committed to safeguarding the NPI you entrust to us. The purpose of this notice is, therefore, to let you know how we collect, use, share and protect the NPI you provide to us in those contexts.

That means this notice applies only to your business interactions with us involving your application for a quote or as a policy holder. NPI we may collect from you in connection with other interactions, such as when you or your employees visit one of our general interest, publicly accessible websites, is governed by the separate notices and policies we publish on those relevant sites or otherwise provide to you.

When we refer in this notice to your “NPI”, we mean non-public information as that term is generally defined and applied under the New York Department of Financial Services’ Cybersecurity Regulation, the Gramm-Leach-Bliley Act and the National Association of Insurance Commissioners’ Data Security Model Law which includes non-public information about your business, such as financial information, account numbers, loss history, personal non-public information of your employees including social security number, address or medical information and any proprietary information we obtain about your business or your customers.

Due to a variety of factors, including certain explicit exemptions they contain, this notice and the NPI we collect from you in connection with the above-described business interactions ***is not*** governed by the EU General Data Protection Regulation, its related EU and Swiss Privacy Shield or the California Consumer Privacy Act.

COLLECTING YOUR NPI

In the course of, or as part of a business interaction, we collect your NPI both directly from you, or from the agents, brokers or other intermediaries acting on your or our behalf, as well as from a variety of additional sources including:

- the applications or other forms you provide to us (these forms may contain your name, address, social security number, marital status, date of birth, gender, length of employment, prior insurance information, home ownership, residency history, vehicle type, vehicle use, or driving history)
- your transactions with us, our other affiliates of the Tokio Marine Group as well as third parties (this information would include, for example, premium payment and claims history)
- consumer or independent reporting agencies (for example your motor vehicle report, property inspection report, accident report or claim report)

USING YOUR NPI

We use your NPI in a variety of ways such as creating and issuing a quote, underwriting or otherwise processing and servicing your insurance policy, handling claims you may have and offering you additional products and services that we think may be of interest to you as well as for related research and analytics purposes.

PP 20 20 (02/20)

SHARING YOUR NPI

We do not disclose or share any NPI about our customers or former customers outside of the Tokio Marine Group, except as permitted by law. We do not sell or disclose or share your NPI for third party marketing purposes. We do, however, share your NPI with third parties that we use to service your account or process your insurance policy or your claim, or administer related transactions. These third parties may include:

- your agent, broker or producer
- independent claims adjusters, investigators, data processors or attorneys
- persons or organizations that conduct scientific research, including actuarial or underwriting studies
- an insurance support organization or another insurer, to prevent or prosecute fraud or to properly underwrite the risk
- another insurer, if you are involved in an accident with their insured
- State insurance departments or other governmental or law enforcement authorities, if required by law, to protect our legal interests or in cases of suspected fraud or illegal activities
- a court of law

We also are required to disclose your NPI if we receive a subpoena, search warrant or other court order.

RETAINING YOUR NPI

The NPI we collect is kept in your policy and/or claim files for as long as needed in connection with your business interactions with you and, if longer, as required by law.

HOW WE PROTECT YOUR NPI

We have adopted and implemented a security and privacy program that includes technical, organizational, administrative, and other measures designed to protect, as required by applicable law and in accordance with industry standards, against reasonably anticipated or actual threats to the security of your NPI. Our security program was created by reference to widely recognized standards such as those published by the International Standards Organization and National Institute of Standards and Technology. It includes, among many other things, procedures for assessing the need for, and as appropriate, either employing encryption and multi-factor authentication or using equivalent compensating controls. As part of our security program, we have specific incident response and management procedures that are activated whenever we become aware that your NPI was likely to have been compromised.

CHANGES TO THIS NOTICE

We may amend this notice from time to time and will inform you of these changes as required by law.

QUESTIONS AND CONTACT INFORMATION

If you have any questions about this notice or how we collect, use, share and protect your NPI, please contact the Chief Privacy Officer of TMNA Services, LLC, who acts as the privacy and data security administrator for most of the Tokio Marine Group in North America. The Chief Privacy Officer's contact information is:

Attn: Privacy Office
TMNA Services, LLC
3 Bala Plaza East, Suite 400
Bala Cynwyd, Pennsylvania 19004
610-227-1300



A Member of the Tokio Marine Group

One Bala Plaza, Suite 100
Bala Cynwyd, Pennsylvania 19004
610.617.7900 Fax 610.617.7940
PHLY.com

Philadelphia Indemnity Insurance Company
A Stock Company (Nonparticipating)
COMMON POLICY DECLARATIONS

Policy Number: PHSD1881692-001

Named Insured and Mailing Address:
Monterey County Destination Market
Organization, Inc.
PO Box 1770
Monterey, CA 93942-2198

Producer: 4076
Pacific Legacy Insurance Services, Inc.
9699 Blue Larkspur Lane, Suite 101
Monterey, CA 93940

Policy Period From: 07/01/2026 **To:** 07/01/2027

(831)626-4561
at 12:01 A.M. Standard Time at your mailing
address shown above.

Business Description: Non-Profit Organization

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

THIS POLICY CONSISTS OF THE FOLLOWING COVERAGE PARTS FOR WHICH A PREMIUM IS INDICATED. THIS PREMIUM MAY BE SUBJECT TO ADJUSTMENT.

Commercial Property Coverage Part

Commercial General Liability Coverage Part

Commercial Crime Coverage Part

Commercial Inland Marine Coverage Part

Commercial Auto Coverage Part

Businessowners

Workers Compensation

PREMIUM

Flexi Plus Five

7,233.00

Total \$ 7,233.00

FORM (S) AND ENDORSEMENT (S) MADE A PART OF THIS POLICY AT THE TIME OF ISSUE
Refer To Forms Schedule

*Omits applicable Forms and Endorsements if shown in specific Coverage Part/Coverage Form Declarations



Secretary



John W. Glomb, Jr.
President & CEO

Philadelphia Indemnity Insurance Company
Form Schedule – Policy

Policy Number: PHSD1881692-001

Forms and Endorsements applying to this Coverage Part and made a part of this policy at time of issue:

Form	Edition	Description
BJP-190-1	0221	Commercial Lines Policy Jacket
IL N 177	0912	California Premium Refund Disclosure Notice
PI-FEES-NOTICE 1	1119	Notice Late/Non-Sufficient Funds/Reinstatement Fee
PP2020	0220	Privacy Notice For Commercial Lines
CPD-PIIC-CW	0221	Common Policy Declarations
PI-CANC-CA 1	1013	California Cancellation Amendment
PI-TER-DN1	0121	Disclosure Notice Of Terrorism Ins Coverage Rejection

ADVISORY NOTICE TO POLICYHOLDERS

NOTICE OF REDUCTION IN COVERAGE

This is a summary of changes in your policy. No coverage is provided by this summary nor can it be construed to replace any provisions of your policy. You should read your policy and review your Declarations page for complete information on the coverages you are provided. If there is any conflict between the policy and this summary, **THE PROVISIONS OF THE POLICY SHALL PREVAIL.**

The major areas within the policy that broaden or reduce coverage, and other changes, are highlighted below. This notice does not reference every editorial change made in your policy.

PI-NPD-169 (10/24) – NETWORK SECURITY and PRIVACY BREACH EXCLUSION

PI-NPD-169 NY (10/24) – NETWORK SECURITY and PRIVACY BREACH EXCLUSION

PI-NPD-170 (10/24) – NETWORK SECURITY and PRIVACY BREACH EXCLUSION W/ SIDE - A

CARVEBACK

PI-NPD-170 NY (10/24) – NETWORK SECURITY and PRIVACY BREACH EXCLUSION W/ SIDE - A

CARVEBACK

If **PI-NPD-169 (10/24)** Network Security and Privacy Breach Exclusion or **PI-NPD-170 (10/24)** Network Security and Privacy Breach Exclusion w/Side A Carveback is attached to your renewal policy, this amends your coverage as follows:

This exclusion clarifies our original intent that coverage does not exist for liability arising out of, in any way related to, or would not have occurred in whole or in part for the actual or alleged exposure to Network Security and/or Privacy Breach.



One Bala Plaza, Suite 100
 Bala Cynwyd, Pennsylvania 19004
 610.617.7900 Fax 610.617.7940
 PHLI.com

FLEXIPLUS FIVE
 NOT-FOR-PROFIT ORGANIZATION DIRECTORS & OFFICERS LIABILITY INSURANCE
 EMPLOYMENT PRACTICES LIABILITY INSURANCE
 FIDUCIARY LIABILITY INSURANCE
 WORKPLACE VIOLENCE INSURANCE
 INTERNET LIABILITY INSURANCE

Philadelphia Indemnity Insurance Company

Policy Number: PHSD1881692-001

DECLARATIONS

NOTICE: EXCEPT TO SUCH EXTENT AS MAY OTHERWISE BE PROVIDED HEREIN, THIS POLICY IS WRITTEN ON A CLAIMS MADE BASIS AND COVERS ONLY THOSE CLAIMS FIRST MADE DURING THE POLICY PERIOD AND REPORTED IN WRITING TO THE INSURER PURSUANT TO THE TERMS HEREIN. THE AMOUNTS INCURRED FOR DEFENSE COST SHALL BE APPLIED AGAINST THE RETENTION.

Item 1. Parent Organization and Address:
 Monterey County Destination Marketi
 Organization, Inc.
 PO Box 1770
 Monterey, CA 93942-2198

Internet Address: [www. seemonterey.com](http://www.seemonterey.com)

Item 2. Policy Period: From: 07/01/2026 To: 07/01/2027
 (12:01 A.M. local time at the address shown in Item 1.)

Item 3. Limits of Liability:

(A)	Part 1, D&O Liability:	\$	2,000,000	each Policy Period.
(B)	Part 2, Employment Practices:	\$	2,000,000	each Policy Period.
(C)	Part 3, Fiduciary Liability:	\$	1,000,000	each Policy Period.
(D)	Part 4, Workplace Violence:	\$	500,000	each Policy Period.
(E)	Part 5, Internet Liability:	\$		each Policy Period.
(F)	Aggregate, All Parts:	\$	4,000,000	each Policy Period.

Item 4. Retention:

(A)	Part 1, D&O Liability:	\$	5,000	for each Claim under Insuring Agreement B & C.
(B)	Part 2, Employment Practices:	\$	25,000	for each Claim.
(C)	Part 3, Fiduciary Liability:	\$	0	for each Claim.
(D)	Part 4, Workplace Violence:	\$	0	for each Workplace Violence Act.
(E)	Part 5, Internet Liability:	\$		for each Claim.

Item 5. Prior and Pending Date: Part 1 07/01/2025 Part 2 10/20/1995 Part 3 07/01/2025
 Part 4 07/01/2025 Part 5 No Date Applies

Item 6. Premium: Part 1 \$ 3,713.00 Part 2 \$ 2,878.00 Part 3 \$ 89.00
 Part 4 \$ 553.00 Part 5

State Surcharge/Tax: Total Premium: \$ 7,233.00

Item 7. Endorsements: PER SCHEDULE ATTACHED

In witness whereof, the Insurer issuing this Policy has caused this Policy to be signed by its authorized officers, but it shall not be valid unless also signed by the duly authorized representative of the Insurer.



John W. Glomb, Jr.
 President & CEO

 Countersignature

 Countersignature Date