RECOMMENDED ACTION AND JUSTIFICATION: (Policy Item: Yes___ No___)

Recommend entering into an Agreement with Huell Howser Productions and authorizing Chairman to sign Agreement for sponsorship of a public television production in order to encourage visitation to Yosemite National Park and Mariposa County. ($50,000)

Prior to his resignation, Dennis Hermanson negotiated this Agreement with Huell Howser Productions. The Committee believes the County should follow through with the commitment provided by Mr. Hermanson. Additionally, the Tourism Advisory Committee recommends entering into this Agreement.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

LIST ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

<table>
<thead>
<tr>
<th>COSTS:</th>
<th>SPECIAL INSTRUCTIONS:</th>
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<tr>
<td>( ) Not Applicable</td>
<td>List the attachments and number</td>
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<tr>
<td>A. Budgeted current FY</td>
<td>the pages consecutively:</td>
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<td>$ 50,000</td>
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<tr>
<td>B. Total anticipated costs</td>
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<td>$</td>
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<td>C. Required additional funding</td>
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<td>D. Internal transfers</td>
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<th>SOURCE:</th>
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<tr>
<td>( ) 4/5ths Vote Required</td>
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<tr>
<td>A. Unanticipated revenues</td>
</tr>
<tr>
<td>B. Reserve for contingencies</td>
</tr>
<tr>
<td>C. Source description:</td>
</tr>
<tr>
<td>Balance in Reserve for Contingencies, if approved:</td>
</tr>
</tbody>
</table>

CLERK'S USE ONLY:
Res. No.: 12-15DSA
Ord. No.:
Vote - Ayes: 4
Noes: 0
Absent: 0
Abstained: 0
( ) Approved
( ) Denied
( ) Minute Order Attached
( ) No Action Necessary

The foregoing instrument is a correct copy of the original on file in this office.
Date:
ATTEST: MARGIE WILLIAMS, Clerk of the Board
County of Mariposa, State of California
By: Deputy

ADMINISTRATIVE OFFICER'S RECOMMENDATION:
This item on agenda as:

Recommended
Not Recommended
For Policy Determination
Submitted with Comment
Returned for Further Action

Comment:

A.O. Initials: [Signature]
MARIPOSA COUNTY BOARD OF SUPERVISORS

MINUTE ORDER

TO: SUPERVISOR PARKER
SUPERVISOR PICKARD

FROM: MARGIE WILLIAMS, Clerk of the Board

SUBJECT: Agreement with Huell Howser Productions
Resolution No. 02-267

THE BOARD OF SUPERVISORS OF MARIPOSA COUNTY, CALIFORNIA,

ADOPTED THIS Order on July 9, 2002

ACTION AND VOTE:

Supervisors Parker and Pickard;
Authorize the Chair to Sign an Agreement with Huell Howser Productions for Sponsorship of a Public Television Production in Order to Encourage Visitation to Yosemite National Park and Mariposa County

BOARD ACTION: Supervisor Parker initiated discussion relative to the request. Supervisor Balmain requested that the County’s portion cover the entire County. (M)Pickard, (S)Parker, Res. 02-267 was adopted approving the request. Further discussion was held. Supervisor Reilly stated she feels other projects should be considered for funding such as the County’s website and that consideration should be given to using local talent for these projects. Supervisor Stewart advised of a telephone call he received from Channel 30 relative to doing something in the County, and of a telephone call he received from a local film company. Jeff Green, County Counsel, advised that nothing was found that would indicate that a legal, binding commitment was made on the part of the County by the previous Tourism and Economic Development Director relative to this agreement. Further discussion was held. Ayes: Balmain, Stewart, Parker, Pickard; Noes: Reilly.

cc: Ken Hawkins, Auditor
Jeff Green, County Counsel
Judy Beliera, Tourism & Economic Development
Mary Hodson, Administrative Analyst
File
AGREEMENT

THIS AGREEMENT is entered into on the most recent date below written by and between the County of Mariposa, hereinafter referred to as “COUNTY”, and Huell Howser, doing business as Huell Howser Productions, hereinafter referred to as “HEUILL HOWSER”.

WITNESSETH:

WHEREAS, HEUILL HOWSER is in the business of producing televised programming for public television, and

WHEREAS, HEUILL HOWSER desires to produce five (5) half-hour televised episodes to be aired in the Fall of 2002 regarding Yosemite National Park and its environs, and

WHEREAS, in order to produce the five (5) half-hour episodes HEUILL HOWSER needs a financial sponsor to cover the production, and

WHEREAS, COUNTY desires to enter into an agreement to sponsor the five (5) half-hour episodes dealing with Yosemite in order to encourage visitation to Yosemite and Mariposa County,

NOW, THEREFORE, in consideration of the mutual covenants and conditions hereinafter contained, the parties hereto agree as follows:

1. HEUILL HOWSER shall produce five (5) one-half hour televised episodes to be completed and aired on KCET, public television for Southern California, during the Fall of 2002. The five- (5) half-hour episodes shall have as their theme “Yosemite Week”, showcasing Yosemite National Park and its environs. At least one of the half-hour episodes will focus in its entirety on the history, culture, and people of Mariposa County as opposed to focusing on Yosemite National Park.

2. COUNTY shall pay the total sum of Fifty Thousand Dollars ($50,000) to KCET-Public Television for Southern California as and for sponsorship of the “Yosemite Week” television production. COUNTY shall pay Twenty-Five Thousand Dollars ($25,000) within ten (10) days after execution of this Agreement and the balance upon completion of the production as satisfied by paragraph 12.

3. COUNTY shall be entitled to two (2) mutually acceptable twenty (20) second spots at the beginning and end of all “Yosemite Week” episodes. HEUILL HOWSER will produce the spots with elements provided by COUNTY.

4. COUNTY shall be the sole and exclusive sponsor of “Yosemite Week”.

5. COUNTY’S web site and telephone number shall be prominently displayed in the sponsorship spots.

6. During the period of sponsorship HEUILL HOWSER will update any collateral materials produced for the “Yosemite Week” production to indicate that COUNTY is a sponsor, utilizing COUNTY’S logo as appropriate.

7. HEUILL HOWSER shall be solely responsible for the content of all “Yosemite Week” television programs; however, in no event shall the programs contain any content, which may damage or harm the image of COUNTY.

8. HEUILL HOWSER represents that for each of the televised programs produced and subsequent video presentations regarding same, HEUILL HOWSER will have all necessary legal authorizations for each such showing and hereby warrants that HEUILL HOWSER is entitled to present, show, and disseminate, both the television programs and all contents therefore, including all images, scripts, and
locals utilized, as well as any subsequent video presentations of the television programs covered by this Agreement.

9. **HUELL HOWSER** shall indemnify and hold COUNT\x {\textit{Y}} harmless from and against any claims, actions, costs, expenses, including the disbursement of and reasonable attorney's fees for in-house and outside attorneys, damages, penalties, liabilities, decisions, or awards arising directly or indirectly from the preparation and presentation of the television programs, including any claims relative to involving or participating in such preparation and presentation and any subsequent video presentations.

10. **HUELL HOWSER** warrants that all television programs produced hereunder and any subsequent video presentations of those programs shall be prepared and presented by **HUELL HOWSER** or **HUELL HOWSER**'s designees consistent with the preparation and performance standards customary in the industry.

11. All of the programs produced hereunder shall be available to all thirteen- (13) public broadcasting system affiliates of KCET for no charge and will be considered "Evergreen". All televised programs produced hereunder shall be available to COUNTY to use as COUNTY sees fit.

12. **HUELL HOWSER** shall provide to COUNTY upon completion of the programs, ten (10) copies of each half-hour program, at no cost, and thereafter COUNTY shall be able to purchase additional copies of any and all televised programs requested by COUNTY at **HUELL HOWSER**'s cost.

13. **HUELL HOWSER** will consider any suggestions made by COUNTY relative to content of the episode focusing solely on Mariposa County.

14. "Yosemite Week" shall air on KCET, Los Angeles, California as a special series.

15. This Agreement shall constitute the complete understanding between the parties and supersedes all prior discussions, agreements, or representations, whether oral or written. This Agreement may be modified only by a written document executed by both parties and in no event shall be modified by course of performance, or course of dealing or usage of trade.

16. This Agreement shall be interpreted and enforced pursuant to the laws of the State of California.

**COUNTY:**

[Signature: Robert C. Stewart, Chairman, Mariposa County Board of Supervisors]

Date: **July 15, 2002**

**HUELL HOWSER:**

[Signature: **HUELL HOWSER** d.b.a. Huell Howser Productions]

Date: **7/23/02**

**ATTEST:**

[Signature: **Margie Williams**, Clerk of the Board]

**APPROVED AS TO FORM AND LEGAL SUFFICIENCY:**

[Signature: **Jeffrey G. Green**, County Counsel]