



# COUNTY of MARIPOSA

P.O. Box 784, Mariposa, CA 95338 (209) 966-3222

GARRY R. PARKER, CHAIRMAN  
DOUG BALMAIN, VICE-CHAIRMAN  
PATTI A. REILLY  
ROBERT C. STEWART  
BOB PICKARD


DISTRICT IV  
DISTRICT II  
DISTRICT I  
DISTRICT III  
DISTRICT V



## MARIPOSA COUNTY BOARD OF SUPERVISORS

### MINUTE ORDER

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TO: JEFF GREEN, County Counsel  
FROM: MARGIE WILLIAMS, Clerk of the Board   
SUBJECT: PERSONAL SERVICE AGREEMENT WITH BARKETT MYRMAN CONSULTING  
Resolution 00-340

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THE BOARD OF SUPERVISORS OF MARIPOSA COUNTY, CALIFORNIA,

ADOPTED THIS Order on October 3, 2000

#### ACTION AND VOTE:

Resolution Authorizing Chairman to Sign a Personal Service Agreement with Barkett Myrman Consulting to Provide the Board of Supervisors with a Written Analysis and Report of the Effectiveness of the County's Current Tourism Promotional Expenditures (County Counsel)

**BOARD ACTION:** Discussion was held with Jeff Green, County Counsel, and he advised that following this phase, a program analysis for the future could be requested. He also advised that the total contract for this report will not exceed \$7,500, with \$500 budgeted to address out-of-pocket and travel expenses.  
(M)Reilly, (S)Stewart, Res. 00-340 adopted/Ayes: Reilly, Stewart, Parker, Pickard; Abstained: Balmain.

cc: File

**MARIPOSA COUNTY  
BOARD OF SUPERVISORS**

**AGENDA  
ACTION FORM**

**DATE:** 10/3/00  
**AGENDA ITEM NO.:** 6

**DEPARTMENT:** County Counsel

**BY:** Jeffrey G. Green

**PHONE:** 966-3222

**RECOMMENDED ACTION AND JUSTIFICATION:** (Policy Item: Yes\_\_\_ No X)

Resolution authorizing Chairman to sign Personal Service Agreement in the amount of \$7,500 with Barkett Myrman Consulting to provide the Board of Supervisors with a written analysis and report of the effectiveness of the County's current tourism promotional expenditures.

**BACKGROUND AND HISTORY OF BOARD ACTIONS:**

At the Board meeting on August 22, 2000 discussion was held with Joe Barkett and Kim Myrman relative to their promotional and marketing strategies and direction was given to staff to work with Barkett Myrman Consulting and bring back a proposed agreement for Board approval.

**LIST ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:**

<b>COSTS:</b>	( ) Not Applicable	
A. Budgeted current FY		\$ 7,500
B. Total anticipated costs		\$ _____
C. Required additional funding		\$ _____
D. Internal transfers		\$ _____
<b>SOURCE:</b>	( ) 4/5ths Vote Required	
A. Unanticipated revenues		\$ _____
B. Reserve for contingencies		\$ _____
C. Source description:		_____
Balance in Reserve for Contingencies, if approved: \$		_____

**SPECIAL INSTRUCTIONS:**  
List the attachments and number the pages consecutively:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**CLERK'S USE ONLY:**

Res. No.:	<u>00-340</u>	Ord. No.	_____
Vote - Ayes:	_____	Noes:	_____
Absent:	_____	Abstained:	_____
( ) Approved		( ) Denied	
(X) 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:

<input checked="" type="checkbox"/>	Recommended
<input type="checkbox"/>	Not Recommended
<input type="checkbox"/>	For Policy Determination
<input type="checkbox"/>	Submitted with Comment
<input type="checkbox"/>	Returned for Further Action

Comment: \_\_\_\_\_

\_\_\_\_\_

A.O. Initials: [Signature]

**AGREEMENT**

**PERSONAL SERVICE AGREEMENT**

**THIS AGREEMENT** is entered into on the most recent date of execution below by and between the County of Mariposa, a political subdivision of the State of California, hereinafter referred to as "**COUNTY**", and Barkett Myrman Consulting, a California partnership, hereinafter referred to as "**CONTRACTOR**", for services to be provided to **COUNTY**.

**WITNESSETH:**

**WHEREAS, COUNTY** is in need of specialized services to be provided to the County Administration Department, and

**WHEREAS, CONTRACTOR** is qualified and desires to provide specialized services to the County Administration Department;

**NOW THEREFORE**, in consideration of the sums to be paid hereunder and the mutual covenants and conditions hereinafter contained, the **PARTIES** hereto agree as follows:

**ARTICLE 1. TERM OF CONTRACT**

**Section 1.01.** This **AGREEMENT** shall become effective on October 1, 2000 and shall terminate on ~~November 30,~~ <sup>December 31, 2000</sup>, unless terminated in accordance with the provisions of Article 7 of this **AGREEMENT**.

**ARTICLE 2. INDEPENDENT CONTRACTOR STATUS**

**Section 2.01.** It is the express intention of the **PARTIES** that **CONTRACTOR** is an independent **CONTRACTOR** and not an employee, agent, joint venturer or partner of **COUNTY**. Nothing in this **AGREEMENT** shall be interpreted or construed as creating or establishing the relationship of employer and employee between **COUNTY** and **CONTRACTOR** or any employee or agent of **CONTRACTOR**. Both **PARTIES** acknowledge that **CONTRACTOR** is not an employee for state or federal tax purposes. **CONTRACTOR** shall retain the right to perform services for others during the term of this **AGREEMENT**.

**ARTICLE 3. SERVICES TO BE PERFORMED BY CONTRACTOR**

**Section 3.01.** CONTRACTOR agrees to perform the services as described on Exhibit "A" attached hereto.

**Method of Performing Services**

**Section 3.02.** CONTRACTOR will determine the method, details, and means of performing the above-described services. COUNTY shall not have the right to, and shall not, control the manner or determine the method of accomplishing CONTRACTOR'S services.

**Employment of Assistance**

**Section 3.03.** CONTRACTOR may, at the CONTRACTOR'S own expense, employ such assistants as CONTRACTOR deems necessary to perform the services required of CONTRACTOR by this AGREEMENT. COUNTY may not control, direct, or supervise CONTRACTOR'S assistant employees in the performance of those services. CONTRACTOR assumes full performance of those services. CONTRACTOR assumes full and sole responsibility for the payment of all compensation and expenses of these assistants and for all state and federal income tax, unemployment insurance, Social Security, disability insurance and other applicable withholdings.

**ARTICLE 4. COMPENSATION**

**Section 4.01.** In consideration for the services to be performed by CONTRACTOR, COUNTY agrees to pay CONTRACTOR:

The total sum of SEVEN THOUSAND FIVE HUNDRED DOLLARS (\$7,500) for services as described above. The total sum to be paid to CONTRACTOR includes all labor, materials, travel and other expenses to be incurred by CONTRACTOR in the performance of the services described herein. Payment shall be made upon submission of a formal claim approved by the appropriate official of the County Department described in the Preamble of this AGREEMENT, as follows:

- Total sum to be paid upon completion of services,
- or
- Incremental payments based on the following schedule:

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Invoices

**Section 4.02. CONTRACTOR** shall submit invoices for all services being rendered from the **CONTRACTOR** to the **COUNTY**.

Date for Payment of Compensation

**Section 4.03.** Payment shall be made within 45 days of invoices being submitted from the **CONTRACTOR** to the **COUNTY**.

Expenses

**Section 4.04. CONTRACTOR** shall be responsible for all costs and expenses incident to the performance of services for **COUNTY**, including but not limited to, all costs of equipment provided by **CONTRACTOR**, all fees, fines, licenses, bonds or taxes required of or imposed against **CONTRACTOR** and all other of **CONTRACTOR'S** costs of doing business. **COUNTY** shall not be responsible for any expense incurred by **CONTRACTOR** in performing services for **COUNTY**.

**ARTICLE 5. OBLIGATIONS OF CONTRACTOR**

Tools and Instrumentalities

**Section 5.01. CONTRACTOR** will supply all tools and instrumentalities, required to perform the services under this **AGREEMENT**. **CONTRACTOR** is not required to purchase or rent any tools, equipment or services from **COUNTY**.

**Section 5.02. COUNTY** shall not provide working space, supplies, materials or other such support to **CONTRACTOR** in the performance of the services and tasks as described herein.

Indemnification of Liability

**Section 5.03. CONTRACTOR** shall indemnify and hold **COUNTY** harmless against any and all liability imposed or claimed, including attorney's fees and other legal expenses, arising directly or indirectly from any act or failure of **CONTRACTOR** or **CONTRACTOR'S** assistants, employees or agents, including all claims relating to the injury or death of any person or damage to any property.

Workers' Compensation

**Section 5.04. CONTRACTOR** shall provide Workers' Compensation insurance as required by the State of California for all services provided hereunder.

### Assignment

**Section 5.05.** CONTRACTOR understands that COUNTY retained the services of CONTRACTOR because of CONTRACTOR'S reputation and expertise in his or her field and, therefore, neither this AGREEMENT nor any duties or obligations under this AGREEMENT may be assigned by CONTRACTOR without the prior written consent of COUNTY.

### State and Federal Taxes

**Section 5.06.** As CONTRACTOR is not COUNTY'S employee, CONTRACTOR is responsible for paying all required state and federal taxes. In particular:

COUNTY will not withhold FICA (Social Security) from CONTRACTOR'S payments;

COUNTY will not make state or federal unemployment insurance contributions on behalf of CONTRACTOR;

COUNTY will not withhold state or federal income tax from payment to CONTRACTOR;

COUNTY will not make disability insurance contributions on behalf of CONTRACTOR;

COUNTY will not obtain workers' compensation insurance on behalf of CONTRACTOR.

## ARTICLE 6. OBLIGATIONS OF COUNTY

### Cooperation of COUNTY

**Section 6.01.** COUNTY agrees to comply will all reasonable requests of CONTRACTOR (and provide access to all documents reasonably) necessary to the performance of CONTRACTOR'S duties under this AGREEMENT.

## ARTICLE 7. TERMINATION OF AGREEMENT

### Termination on Occurrence of Stated Events

**Section 7.01.** This AGREEMENT shall terminate automatically on the occurrence of any of the following events:

1. Bankruptcy or insolvency of CONTRACTOR;
2. Death of CONTRACTOR.

Termination by COUNTY for Default of CONTRACTOR

**Section 7.02.** Should **CONTRACTOR** default in the performance of this **AGREEMENT** or materially breach any of its provisions, **COUNTY**, at **COUNTY'S** option, may terminate this **AGREEMENT** by giving written notification to **CONTRACTOR**.

Termination for Failure to Make Agreed Upon Payments

**Section 7.03.** Should **COUNTY** fail to pay **CONTRACTOR** all or any part of the compensation set forth in Article 4 of this **AGREEMENT** on the date due, **CONTRACTOR**, at the **CONTRACTOR'S** option, may terminate this **AGREEMENT** if the failure is not remedied by **COUNTY** within thirty (30) days from the date payment is due.

**ARTICLE 8. GENERAL PROVISIONS**

Notices

**Section 8.01.** Any notices to be given hereunder by either **PARTY** to the other may be effected either by personal delivery in writing or by mail, registered or certified, postage prepaid with return receipt requested. Mailed notices shall be addressed to the **PARTIES** at the addresses appearing below, but each **PARTY** may change the address by written notice in accordance with this paragraph. Notices delivered personally will be deemed communicated as of actual receipt; mailed notices will be deemed communicated as of two (2) days after mailing.

**COUNTY:**                    Jeffrey G. Green, County Counsel  
                                     P.O. Box 189  
                                     Mariposa, California 95338

**CONTRACTOR:**         Barkett Myrman Consulting  
                                     5433 El Camino Avenue, Suite 4  
                                     Carmichael, California 95608

Entire Agreement of the **PARTIES**

**Section 8.02.** This **AGREEMENT** supersedes any and all agreements, either oral or written, between the **PARTIES** hereto with respect to the rendering of services by **CONTRACTOR** for **COUNTY** and contains all the covenants and agreements between the **PARTIES** with respect to the rendering of such services in any manner whatsoever. Each **PARTY** to this **AGREEMENT** acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any **PARTY**, or anyone acting on behalf of any **PARTY**, which are not

embodied herein, and that no other agreement, statement, or promise not contained in this AGREEMENT shall be valid or binding. Any modification of this AGREEMENT will be effective only if it is in writing signed by the PARTY to be charged.

Partial Invalidity

Section 8.03. If any provision in this AGREEMENT is held by a court or competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

Attorneys' Fees

Section 8.04. If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this AGREEMENT, the prevailing PARTY will be entitled to reasonable attorneys' fees, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which that PARTY may be entitled.


Governing Law

Section 8.05. This AGREEMENT will be governed by and construed in accordance with the laws of the State of California.

Executed at Mariposa, California, on the date and year first above written.

COUNTY:

CONTRACTOR:

  
GARRY K. PARKER, Chairman  
Board of Supervisors

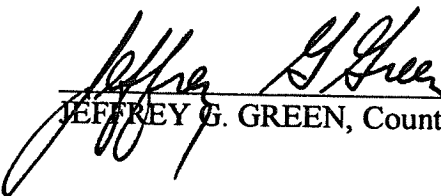
  
JOSEPH BARKETT, Partner

Date: 10-16-00

Date: 10-20-00

Social Security or Taxpayer Identification  
Number 68-0442652

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

  
JEFFREY G. GREEN, County Counsel



Mariposa County

Analysis of Marketing Program

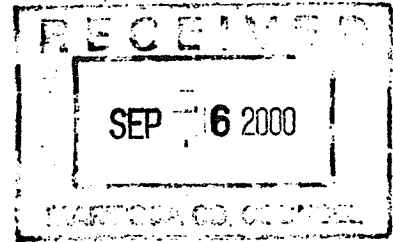
**WORK PLAN**

Activity	Purpose	Project Time	No. Consultant Hours	Cost @ \$125
<b>Background Study</b> <ul style="list-style-type: none"><li>Review existing materials that describe functions, responsibilities, relationships, and effectiveness, including budgets, financials, contracts, minutes, advertising buys, and other relevant information</li><li>Interview key staff and advisory board members</li></ul>	<ul style="list-style-type: none"><li>Provide consultants with relevant background materials</li><li>Develop context for project recommendations<ul style="list-style-type: none"><li>History</li><li>Current issues</li><li>Anticipated changes</li></ul></li></ul>	Mid-October	32.0	\$4,000
<b>Analysis and Report of Findings - - Synopsis Report</b>	<ul style="list-style-type: none"><li>Provide the Mariposa County Board of Supervisors with findings and recommendations with respect to the adequacy of the existing program and recommendations for future steps</li></ul>	Mid-November	24.0	\$3,000

	<b>Total Project Period: ~ 1.0 Months</b>	<b>56.0</b>	<b>\$7,000</b>
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**EXHIBIT A**

**BARKETT MYRMAN CONSULTING**  
5433 El Camino Avenue, Suite 4  
Carmichael, CA 95608  
(916) 481-4859



September 5, 2000

Jeffrey G. Green, County Counsel  
Mariposa County  
P. O. Box 189  
Mariposa, CA 95338

Re: Personal Services Agreement for County Promotion

Dear Jeff:

I appreciate your counsel with respect to our proposal to broaden the scope of the Personal Services Contract beyond what was anticipated in our July 10 letter to you. Kim and I have discussed your suggestion of submitting two proposals, one that would analyze the effectiveness of the current program and make recommendations for future action (as proposed in our July 10 letter) and one that would also have us include two additional days of direct community involvement for the purpose of making the recommendations more specific and "testing the climate" for these recommendations (as I cursorily ran by you in telephone conversation last week). Your idea to let the Board choose between the two proposals is a good one but we decided the more prudent course of action at this point is to stick with our original thought of assessing the current operation first before we attempt to go any further.

We are, therefore, proposing that the contract amount be \$7,500.00 (which includes our anticipated expenses). The total sum is to be paid upon submission of our written report and recommendations, which will constitute the completion of our services under the contract. Our work plan calls for us to begin work in October. It is our intent to spend two days in Mariposa working on the first "Activity" set forth in the attached work plan that can be used as the scope of work attachment to the contract, if you wish. We hope to have the written analysis and report of findings to the Board of Supervisors within 3-4 weeks of our visit.

Attached is the draft Personal Services Contract with the blank spaces filled in as you requested. Please let us know if you need any additional information to complete the final contract. Once again, we appreciate all your efforts and we look forward to working with Board and staff.

Sincerely,

Barkett Myrman Consulting

A handwritten signature in cursive script that reads "Joe Barkett".

Kim Myrman and Joe Barkett