Minutes of the Special Meeting

of the Board of Directors of the North Fork Community Development Council

Friday, July 14, 2008 at 5:30 p.m. in the NFCDC conference room

(all votes are unanimous unless otherwise indicated)

The meeting was called to order at 5:38 by Maryanne McGovran. The Pledge of Allegiance was recited. Present were Steve Cook, Kirsten Englund, Joanne Freemire, Stuart Pincus, Mary Proper and Dan Rosenberg. Cathey Thornburg arrived shortly after the meeting started. Also present were Grant Administrator Jill Mross, Consultant Steve Christianson and Recorder Volney Dunavan. Paul Abram was also present.

Maryanne read the Public Comment information. Paul gave congratulations for the new flag. Mary said Paul Barnes had donated it.

5.A Dan Rosenberg was nominated as Board President. In the absence of any other nominations, he was duly elected. In her absence, Sandy had asked Maryanne to chair the meeting. Maryanne asked Dan if he would like to take over the meeting. He declined, asking her to continue.

5.B The Management Board is defined as five people who can meet on a regular basis, taking the authority and action of a traditional Executive Committee. Current members are Gerrit, Maryanne, Stuart and Mary. As the Board makes recommendations to the full Board for its approval, no quorum is needed. The purpose was to cut through some of the lengthy discussions at meetings. The Management Board also gives a link for consultants.

Kirsten and Steve volunteered and were duly elected to the Management Board.

There was discussion about whether deliberations from a closed session could be discussed with an alternate to the Board.

The meeting adjourned to closed session at 7:01 and returned to open session at 7:15.

The contract between the CDC and Steve Christianson, consultant, was amended to include the fact that if the NFCDC finds that the contract needs to be advertised or that it cannot be funded through an existing grant, the contract will be terminated by the Board on the end of the business that day pending compliance. The mileage reimbursal was also amended and a provision was added that the consultant was not empowered to enter into any contract on behalf of the CDC.

The contract was accepted as amended and a copy of it becomes part of these minutes. Mary did abstain on the vote. Both Jill and Steve will be reimbursed mileage at the going rate established from time to time by the IRS. There are no changes to travel reimbursement as it was set for Jill.

There being no further business, the meeting was adjourned at 7:18.

Respectfully submitted,
Volney Dunavan, Recorder

Independent Contractor Agreement

This Agreement is made on _____, by and between North Fork Community Development Council ("NFCDC") whose principle place of business is 59839 Road 225, PO Box 1484, North Fork, CA 93643, and Steve Christianson, ("Contractor") having a principal place of business at _____.

ARTICLE 1
TERM OF CONTRACT

Section 1.01. This Agreement shall be effective on the date indicated in the section above, and will continue in effect unless terminated in accordance with the provisions of Article 7 of this Agreement until and including October 1, 2008.

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 venture or partner of NFCDC, hired for the express purpose of providing temporary independent consultation services. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between NFCDC and Contractor or any employee or agent of Contractor.

Section 2.02. Contractor shall retain sole and absolute discretion in the judgment of the manner and means of carrying out the services he has agreed to provide under this Agreement. NFCDC leaves the method of providing services to the sole discretion of Contractor. Similarly, nothing in this Agreement shall impede Contractor's right to perform services for others during the term of this Agreement. It is within Contractor's sole discretion to either accept or decline projects from NFCDC.

ARTICLE 3
SERVICES TO BE PERFORMED BY CONTRACTOR

Section 3.01. Specific Services. Contractor agrees to provide general consultation services to NFCDC. Contractor will be given a set of responsibilities. See "Exhibit A" for said scope of contract. Contractor will receive additional tasks that will be assigned from time to time by the NFCDC Management Board.

Section 3.02. Method of Performing Services. Contractor will determine the details and means of performing the above-described services. NFCDC shall have no right to control the manner or determine the method of accomplishing Contractor's services. Contractor is responsible for the satisfactory completion of services provided to or on behalf of NFCDC.

ARTICLE 4

Section 4.01. In consideration for the services to be performed by Contractor, NFCDC agrees to pay Contractor on a bi-weekly basis based upon invoices submitted by Contractor. Contractor will submit invoices based on hours worked at the rate of $50/hour. Notwithstanding the foregoing, the total amount invoiced by Contractor for this assignment shall not exceed $2,000 for any given week without written authorization by the President of the NFCDC Board of Directors.

Section 4.02. Invoices. Contractor shall submit invoices by the 10th day following the end of each two week period for which services were rendered. Each such invoice shall be documented in such detail as the NFCDC may reasonably deem appropriate.

Section 4.03. Date for Payment of Compensation. NFCDC will pay Contractor for all services performed by Contractor within ten (10) days of receipt of invoice for services.

Section 4.04. Expenses. Contractor shall be responsible for all costs and expenses incident to the performance of services under this Agreement, including but not limited to any and all fees or fines, licenses, bonds or taxes required of or imposed against Contractor and all other of Contractor's costs of doing business except travel expenses. Travel expenses shall be reimbursed at the IRS rate (currently $0.505/mile) for all travel on behalf of NFCDC out of the North Fork area.

ARTICLE 5
OBLIGATIONS OF CONTRACTOR

Section 5.01. Tools and Instrumentalities. Contractor will supply any and all tools or instrumentalities necessary to perform the services under this Agreement.

Section 5.02. Indemnification of Liability. Contractor shall indemnify and hold NFCDC 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, including all claims relating to the injury or death of any person or damage to any property.

Section 5.03. Assignment. Neither this Agreement nor any duties or obligations under this Agreement may be assigned by Contractor without the prior written consent of NFCDC.

Section 5.04. State and Federal Taxes. Inasmuch as Contractor is not an employee of NFCDC, Contractor is solely responsible for payment of all required State, federal and local taxes. In particular, it is understood and agreed that:

- NFCDC will not withhold FICA (Social Security) from any payments made or owed to Contractor;
- NFCDC will not make State or federal unemployment insurance contributions on behalf of Contractor or any personnel employed by Contractor;

ARTICLE 8
GENERAL PROVISIONS

Section 8.01. Services To Third Parties. The parties recognize that Contractor may provide services to third parties during the term of this Agreement. However, it is understood and agreed that Contractor shall not use any Proprietary Information, directly or indirectly, for the benefit of third parties. In addition, written notice must be provided to NFCDC prior to Contractor's agreement to provide related services to any competitor or competitive business of NFCDC.

Section 8.02. Return of Records. Upon termination of this Agreement, Contractor shall deliver all records, data, reports, drawings, memoranda, notes or Proprietary Information of any nature that are in Contractor's possession, custody, or control that relate to any of the projects or services performed by Contractor under this Agreement and, therefore, are the property of NFCDC.

Section 8.03. Ownership of Drawings or Reports. Services as represented on drawings or reports are to become the property of the public educational entity and/or NFCDC whether the work for such is completed or not, and may be used by the public entity and/or NFCDC in any fashion they see fit.

Section 8.04. Entire Agreement of the Parties. This Agreement supersedes any and all other prior agreements, either oral or written, between the parties hereto with respect to the services contracted to be performed by Contractor for NFCDC, 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 both parties.

Exhibit A - Scope of Contract:

The Consultant shall,

1. **Finalize and Manage Contract for Construction of Phase 2 of the Mill Site Water System:** Work with Madera County and the US Forest Service, engineers, and contractors to obtain all necessary permits to see this phase through completion of construction. Provide on the ground oversight of actual site work performed by contractors as required.
2. **Finalize Plans for Phase 3 of the Mill Site Water System**: Work with engineers and Madera County to obtain approval of final plans.
3. **Fire System Repair/Water System Hookup for CDC Tenant Crossroads Lumber:** Estimate damage to fire suppression system at Crossroads Lumber, coordinate and implement repairs to tie tenant water system in to Phase 2 of Mill Site Water System.

4. **Remediation of Mill Site Kilns and Dip Tank/UST**: Provide on the ground oversight of actual site work performed by contractors as required.
5. **Research and Develop Plan for Mill Site Infrastructure**: Obtain input from Madera County engineer and begin to develop infrastructure site plan, including estimates, possible alternatives, and implementation strategies for developing water reuse, waste water, engineering, grading & drainage, electrical, potable water, fire suppression and phone systems at the Mill Site.
6. **Mill Site Subdivision Process**: Work with Madera County, Surveyor and other involved parties (including Listing Agent and NFCDC Board) to ensure rapid progress of this project in the planning/approval stage.
7. **Funding Opportunities:** Identify and report on additional funding sources (excluding grants) including potential sales/leases of materials, services, and/or real estate.
8. **Identify & Document Site Constraints**: Identify and roughly map known site constraints (such as riparian areas, unstable fill, drainages, etc.) for ad hoc CDC Planning Committee.
9. **Provide Progress Reports to NFCDC Board:** Provide a detailed report on a weekly basis to the NFCDC Management Board. The report shall provide a detailed breakdown of tasks completed, meetings attended and hours worked allocated to the various projects.

Signed and agreed to on this date:

NFCDC Management Board Representatives:

_____ ___/___/____ _____ ___/___/___
Gerrit Allen Maryann McGovran

_____ ___/___/____ _____ ___/___/___
Stuart Pincus Mary Proper

Consultant

_____ ___/___/____
Steve Christianson