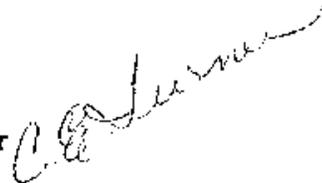


## MEMORANDUM

### PLACER COUNTY AGRICULTURE DEPARTMENT

**TO:** Honorable Board of Supervisors

**FROM:** Christine E. Turner, Agricultural Commissioner/Sealer



**DATE:** January 27, 2009

**SUBJECT:** New Employment Agreement for Agricultural Marketing Director

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#### ACTION REQUESTED

- 1) Approve an agreement terminating existing Employment Agreement with Nancyjo Riekse, Agricultural Marketing Director effective January 31, 2009.
- 2) Approve a new Employment Agreement with Nancyjo Riekse to provide services as Agricultural Marketing Director from February 1, 2009 to June 30, 2009 for a salary of \$18,660 and benefits of \$14,417 for a total of \$33,077 in contract costs, which represents a 25% reduction in salary costs for the remainder of the 2008-09 fiscal year.

#### BACKGROUND

The Placer County General Plan states under Economic Viability of Agriculture, Goal 7.C.1., "To protect and enhance the economic viability of Placer County's agricultural operations." There are a number of supporting policies for this goal including, but not limited to, "The County shall support opportunities to promote and market agricultural products grown or processed with Placer County as a part of the economic development activities of local agencies." Funding the Agricultural Marketing Program's efforts is one way the County is supporting and promoting our local agricultural operations. Farmers and ranchers are very good at what they do but often do not have marketing and promotional skills to help them sell the fresh products they grow or raise. A community-based person with Ms. Riekse's marketing and business skills helps to fill the gap and make farming and ranching more profitable for the people who earn their living from the land.

The County entered into a full-time Employment Agreement with Ms. Riekse for the 2008-2009 fiscal year. In order to reduce General Funds costs, the position of Agricultural Marketing Director is being reduced to a ¾ time position for the remainder of the fiscal year. To do so, the Board must terminate the existing contract, and enter into a new contract with Ms. Riekse. Agriculture Department has worked with County Counsel, the CEO's Office, Personnel Department, and Risk

Management to develop a Contract Employee agreement to serve as the Agricultural Marketing Director and provide an effective alternative to a contractor/consultant contract. Copies of the Agreement to Terminate and the new Contract Employment Agreement are attached as Exhibits 1 and 2, respectively.

Nancyjo Riekse has been the Placer County Agricultural Marketing Director for the past two and a half years and has done an outstanding job. She has successfully published the 2008 Ag Guide, connected with a broad range of community partners, worked on successful grant applications focused on supporting local agriculture, has developed solid media contacts, and has built a rapport with local business leaders and the agricultural community. She has successfully assisted some growers in developing and marketing their value-added products. Ms. Riekse is uniquely qualified to continue as the Agricultural Marketing Director and continue to build on the program's success.

### **FISCAL IMPACT**

The General Fund funds the Agricultural Marketing Director. In an effort to reduce the Department of Agriculture's General Fund costs, the 2008-09 fiscal year contract with Nancyjo Riekse as the Agricultural Marketing Director has been amended from full-time (approximately 40 hours per week) to three-quarters time (approximately 30 hours per week) from February 1, 2009 to June 30, 2009 for a salary of \$18,660. The mandatory benefits, which have been calculated at a full-time rate, represent an additional \$14,417 for a total of \$33,077 in contract costs and it represents a 25% reduction in salary costs. In addition, overall agricultural marketing program costs were previously reduced by 10% through a reduction in the operational costs from \$30,000 in 2007-08 to \$20,000 in 2008-09. Any future unanticipated State revenues may be applied to help offset the General Fund costs.

#### Attachments:

- Employment Agreement Contract with Nancyjo Riekse
- Duties of Contract Employee Exhibit A
- Termination of Existing Contract Agreement

TERMINATION AGREEMENT  
for  
CONTRACT EMPLOYMENT AGREEMENT

This Termination Agreement is made and entered by and between the County of Placer, referred to as "County" and Nancyjo Riekse, hereinafter referred to as "Employee", effective as of the 31<sup>st</sup> day of January, 2009.

WHEREAS, County and Employee entered into that certain Contract Employment Agreement (Contract No. 12637) effective as of July 1, 2008, for a twelve month term; and

WHEREAS, County and Employee desire to terminate said Contract Employment Agreement effective January 31, 2009, in accordance with Section 8(a) of said Agreement, which allows for termination by mutual written agreement of the parties;

NOW, THEREFORE, for and in consideration of the mutual promises and agreements herein contained, it is agreed by and between the parties hereto as follows:

1. TERMINATION OF AGREEMENT. County and Employee agree that the Contract Employment Agreement entered into by the parties effective as of July 1, 2008, shall be terminated effective as of January 31, 2009.

2. FINAL PAYMENT FOR SERVICES. County agrees that Employee shall be entitled to be compensated in accordance with the terms of the Contract Employment Agreement for services rendered up through January 31, 2009, and Employee accepts said compensation as the final compensation thereunder and upon receipt thereof waives and releases the County from any further claim under the Contract Employment Agreement. Employee acknowledges that this Termination Agreement satisfies the requirements for termination under Section 8(a) of the Contract Employment Agreement and that while the purpose of this termination is to enter into a new agreement, any work performed after January 31, 2009, shall be performed and paid only in accordance with the terms of any such new agreement contingent upon execution of any such agreement, and not under the Contract Employment Agreement being hereby terminated.

3. ENTIRE AGREEMENT. This document is the entire agreement between the parties and they incorporate or supersede all prior written or oral agreements or understandings.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the day and year above written.

SIGNATURES ON FOLLOWING PAGE

PLACER COUNTY

By: \_\_\_\_\_  
F.C. Rockholm, Chair  
Board of Supervisors

Dated: \_\_\_\_\_

Employee:

NANCYJO RIEKSE

By: \_\_\_\_\_  
Nancyjo Riekse

Dated: \_\_\_\_\_

Placer County Personnel Department

NANCY NITTLER

By: \_\_\_\_\_  
Personnel Department

Dated: \_\_\_\_\_

APPROVED AS TO FORM:

By: \_\_\_\_\_  
County Counsel

Dated: \_\_\_\_\_

**PLACER COUNTY  
CONTRACT EMPLOYMENT AGREEMENT  
FOR AGRICULTURAL MARKETING SERVICES**

CONTRACT NO. \_\_\_\_\_

Begins: February 1, 2009

Ends: June 30, 2009

ADMINISTERING

AGENCY: Agricultural Commissioner

This Agreement is made and entered into, as of February 1, 2009 between the COUNTY OF PLACER, a ("COUNTY") and Nancyjo Riekse ("EMPLOYEE"), upon the following terms and conditions:

1. **Appointment.** County appoints and engages Employee to perform agricultural marketing services for the County of Placer, Agriculture/Weights and Measures Department and Employee hereby accepts such employment.
2. **Powers and Duties.** Employee agrees to perform the services and duties as described in the attached Exhibit A – Duties of Contract Employee, under the direction and supervision of the Agricultural Commissioner or his/her designee.
3. **Work Schedule.** Employee shall devote such time, as is reasonably necessary to perform assigned duties. The position is considered less than full-time (approximately 30 hours weekly). Due to the nature of the business, a flexible work schedule is allowed.
  - a. **Additional Work.** The Employee shall be available to the COUNTY to undertake such additional work and responsibilities beyond that specified in Exhibit A – Duties of Contract Employee, as the Agricultural Commissioner may deem necessary or desirable.
4. **Salary and Benefits.** Employee shall be compensated for her services as follows:
  - a. **Salary.** Employee shall be paid at an hourly rate of \$30 for services rendered under this agreement a salary not to exceed \$18,660 in equal payments on the County's regular payroll paid over the term of the contract. The salary is subject to withholding for federal income tax, state income tax, Social Security, one percent PERS deduction and any other employment taxes required to be deducted by County.
  - b. **Benefits.** In addition to salary, Employee shall receive the following benefits:

Employee and eligible dependents shall be eligible to participate in the Placer County Employee health insurance program. Employee premium expenses for said benefits shall be paid at the rate of a full-time County employee and their dependents, depending on the plan selected.

Employee will participate in the California Public Employee's Retirement System. County shall pick up the same percentage of base salary of the employee's contribution as is provided for other County employees.

5. **Insurance.** County shall maintain and bear the expense of general liability and worker's compensation insurance, covering the acts of the employee within the course and scope of his or her employment with the County. Employee shall possess a valid California Drivers License and maintain automobile liability insurance in the coverage amounts of \$100,000 per person, \$300,000 per incident and \$50,000 for property damage.
6. **Vacation.** The employee shall be entitled, during the remainder of the year, to a vacation period of 14 hours during which her compensation shall continue to be paid in full. The County and employee shall mutually agree upon the vacation period or periods taken during the contract year and such time will be scheduled at least thirty (30) days in advance of the vacation date. Although the full amount of the hours herein stated shall be shown in the Employee's vacation account at the beginning of employment, employee understands and agrees that these vacation hours are being earned on a biweekly basis, and should this agreement be terminated prior to the end of the contract term, the vacation hours shall be prorated accordingly. Any vacation hours used but not earned at the time of termination will be reimbursed to County.
7. **Compliance with State, Local and Federal Laws.** The parties enter into this agreement with the intent of conducting their relationship in full compliance with applicable State, local and Federal law.
8. **Terms and termination of Agreement.** The term of this agreement shall be for a period from February 1, 2009 to June 30, 2009. Thereafter, this agreement is renewable on a year-to-year basis upon mutual agreement of both parties in writing. This agreement may be terminated before the end of the contract term upon the occurrence of any of the following events:
  - a. By written mutual agreement of the parties hereto.
  - b. A material breach of the Agreement by Employee or County.
  - c. Death or disability of Employee.
  - d. Either party may terminate this Agreement without cause of legal excuse upon thirty (30) days prior written notice to the other party. At County's option, County may elect for Employee to not work the thirty (30) days, but shall pay Employee. Without cause of legal excuse does not include Employee's death, incapacity due to injury or illness (physical or mental), dismissal for willful misconduct, malfeasance, dishonesty for personal gain, or following conviction of any felony, or any misdemeanor involving moral turpitude, nor Employee's resignation for any reason other than that so stated in this paragraph 6.

If this Agreement is terminated prior to the end of the contract term, Employee understands and agrees that unless otherwise specified all benefits and payments made under this Agreement are to be pro-rated for the term of the Agreement satisfactorily performed. Any lump sum payment made for a specific purpose shall be divided by the months of satisfactory services were rendered under this Agreement, and Employee expressly agrees to reimburse County for the remaining amounts.

9. **Other Terms and Conditions.**
  - a. The Agricultural Commissioner or his/her designee, in consultation with Employee, shall establish other terms and conditions of employment as he/she may determine from time to time, relating to the work of Employee, provided such terms and conditions are not inconsistent or in a conflict with the provision of this agreement, County ordinance, or any other law.

- b. The text herein shall constitute the entire agreement between the parties.
- c. If any provision or portion thereof, contained in this agreement is held unconstitutional, invalid or unenforceable, the remainder of this agreement, or portion thereof, shall be deemed severable, shall not be affected, and shall remain in full force and effect.
- d. The County agrees to reimburse for pre-approved actual and necessary expenses and mileage at the current Internal Revenue Services amount per mile.
- e. The employee shall invoice the County for reimbursement for actual and necessary business related expenses including mileage and should be submitted on a monthly basis no more than 45 days after said expense is incurred. The employee will follow County policies and rules related to expense reimbursements.

10. **Facilities.** COUNTY shall, at its expense, furnish facilities, equipment, and other materials that may be required for Employee to be able to furnish the services required by this Agreement as specified in Exhibit A, Duties of Contract Employee.

The parties have entered into this agreement as of the date first above written.

PLACER COUNTY

By: \_\_\_\_\_  
 F.C. Rockholm, Chair  
 Board of Supervisors

Dated: \_\_\_\_\_

Employee:

NANCYJO RIEKSE

By: \_\_\_\_\_  
 Nancyjo Riekse

Dated: \_\_\_\_\_

Placer County Personnel Department

NANCY NITTLER

By: \_\_\_\_\_  
 Personnel Department

Dated: \_\_\_\_\_

APPROVED AS TO FORM:

By: \_\_\_\_\_  
 County Counsel

Dated: \_\_\_\_\_

# **EXHIBIT A**

(Revised 1-9-09)

## **Placer County Agricultural Marketing Program**

### **DUTIES OF CONTRACT EMPLOYEE**

#### **I. SCOPE OF SERVICES AND TASKS:**

Employee will serve as a part-time Agricultural Marketing Director on behalf of the County of Placer, Agriculture/Weights and Measures Department, and perform and provide the following services and obligations within an established agricultural marketing budget.

Successful performance of these Duties of Contract Employee and management of the Agricultural Marketing Program shall be evaluated according to mutually agreed upon criteria and milestones as stated herein, and based on monthly/quarterly reports that will be provided to the Agricultural Commissioner and the Placer County Agricultural Commission.

Development of an annual Agricultural Marketing Program Strategic Plan, with the assistance of the Agricultural Commissioner and members of the agricultural community. The Strategic Plan will be prepared and presented, by the Agricultural Marketing Director, to the Placer County Agricultural Commission, annually, and to the Board of Supervisors and agricultural community, as directed.

Fulfillment of this agreement shall include day-to-day management of the Agricultural Marketing Program within the Agriculture/Weights and Measures Department, including expenditures within the agricultural marketing program budget, and shall include:

- A. Preparation of an annual Agricultural Marketing Program and Plan and presentation of the Plan to the Placer County Agricultural Commission. Said plan will contain, at a minimum:
  1. Publish the annual "Placer County Agricultural Guide" with current information on county producers, agricultural organizations, agricultural events, informational profiles and farm stories.
  2. Research, compile and distribute, to producers, data related to agricultural economic conditions, niche markets, events, and project/grant opportunities.
  3. Prepare agriculturally-related informational and marketing materials such as, but not limited to, event posters, brochures, handouts, display boards, graphs, reports, illustrative charts, and timely press releases.
  4. Distribute agricultural marketing materials according to the Strategic Plan and as opportunities arise and/or as directed.

5. Research, establish and maintain various files and databases on Placer County producers, an agricultural photograph library, cross-reference resources, agricultural organization contacts, and grant opportunities.
  6. Respond to inquiries from producers, other businesses, the general public, and media sources; determine focus/needs of inquiries and respond as specifically as possible; and make referrals and/or introductions as appropriate. Maintain records of inquiries and responses related to the agricultural marketing program.
  7. Provide technical assistance or guidance in permit processing related to agritourism and value-added agricultural products by working with appropriate public agencies as directed.
  8. Act as liaison with businesses and public/private agencies; assist in arranging meetings, conference and public information programs; and make presentations as directed.
  9. Participate in agriculturally-related events and represent Placer County and the Agriculture Department as directed.
  10. Work with local county and city officials for retention and expansion of existing agricultural businesses and niche markets.
  11. Build and maintain positive working relationships with members of other organizations, co-workers, other County employees and the public using principles of good customer service.
  12. Provide technical assistance with grant opportunities, and in developing marketing materials for producers and agricultural associations as directed.
- B. Provide the Agricultural Commissioner with a summarized annual marketing/activity report.
  - C. Participation in, and support of, agricultural marketing activities within Placer County.
  - D. Insure that the Agricultural Commissioner is informed of ongoing efforts to implement the agricultural marketing plan.
  - E. Work closely with other organizations in the County to help promote Placer County agriculture.
  - F. Perform related duties as assigned by the Agricultural Commissioner.

