

MEMORANDUM

PLACER COUNTY AGRICULTURE DEPARTMENT

TO: Honorable Board of Supervisors

FROM: Christine E. Turner, Agricultural Commissioner/Sealer

DATE: May 9, 2006

SUBJECT: Approve a contract for Agricultural Marketing Director

ACTION REQUESTED

Approve a contract with Nancyjo Riekse as a Contract Employee providing services as Agricultural Marketing Director from May 15, 2006 to June 30, 2007 for a salary of \$69,230.76 and benefits of \$35,928 for a total of \$105,158.76 in contract costs.

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 will help fill the gap and make farming and ranching more profitable for the people who earn their living from the land.

The County has contracted with Joanne K. Neft Marketing for the past five fiscal years to serve as the Agricultural Marketing Director of the Agricultural Marketing Program under the direction of the Placer County Agriculture Department. Ms. Neft's marketing contract expires on June 30, 2006. The Agriculture Department has worked with the CEO's Office, Personnel Department, and Risk Management to develop a Contract Employee agreement to serve as the Agricultural Marketing Director and provide a cost effective alternative to a contractor/consultant contract. A Contract Employee provides the County with greater flexibility than a contractor/consultant contract while meeting the General Plan goals on an annually renewable basis.

Nancyjo Riekse has been a community partner for many of the Agricultural Marketing Programs projects and efforts. She has served on the Farm and Barn Committee for the past three years, is a current PlacerGROWN Board member, has solid media contacts, writes the bi-monthly "Season's Choice" focusing on local produce, has operated her own consulting firm and has built a rapport with local business leaders and the agricultural community. She is uniquely qualified to take over the Agricultural Marketing Program as the new Director and build on the program's past success.

FISCAL IMPACT

The General Fund funds the Agricultural Marketing Director. The 2006-07 contract with Nancyjo Riekse as the Agricultural Marketing Director from May 15, 2006 to June 30, 2007 is for a salary of \$69,230.76. The mandatory benefits represent an additional \$35,928 for a total of \$105,158.76 in contract costs. Any future unanticipated State revenues may be applied to help offset the General Fund costs.

The Agriculture Department has sufficient unanticipated State revenues in the current fiscal year to fund the Contract Employee from May 15, 2006 to June 30, 2006 for a salary of \$9,230.76 and benefits in the amount of \$4,790.39. The funding for the Agricultural Marketing Program has been included in the Department's 2006/07 proposed budget.

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

CONTRACT NO. _____

Begins: May 15, 2006

Ends: June 30, 2007

ADMINISTERING

AGENCY: Agricultural Commissioner

This Agreement is made and entered into, as of May 15, 2006, 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, Department of Agricultural Commissioner and Weights and Measures 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 full-time (approximately 40 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 for services rendered under this agreement a salary of \$69,230.76 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 programs. Employee premium expenses for said benefits are subsidized at the same rate as for other County employees 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 year, to a vacation period of 80 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 May 15, 2006 to June 30, 2007. 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.

EXHIBIT A

Placer County Agricultural Marketing Program

DUTIES OF CONTRACT EMPLOYEE

I. SCOPE OF SERVICES AND TASKS:

Employee will serve as a full-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 this Duties of Contract Employee shall be evaluated according to mutually agreed upon criteria and milestones as stated herein, and based on monthly reports that will be provided to the Agricultural Commissioner.

Fulfillment of this agreement shall include day-to-day management of the Agricultural Marketing Program within the Agriculture/Weights and Measures Department, including expenditures of 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. Publishing the annual Placer County Farm Trails Guide; collect, compile and analyze crop related data about economic conditions, niche markets and projects; prepare informational and promotional reports, illustrative charts, tables and graphs, and press releases.
 2. Develop and distribute agricultural marketing/event posters, brochures and handouts as opportunities arise and/or as directed.
 3. Research, establish and maintain various files and databases regarding agricultural economic development including market conditions, new program information, grant opportunities and availability of land and buildings.
 4. Respond to inquiries from farmers and ranchers, other businesses, general public, and media sources; determine focus/needs of inquiries and respond as specifically as possible; and make referrals and/or introductions as appropriate.
 5. Provide technical assistance or guidance in various permit processing related to agritourism, value-added agricultural products by working with various public agencies including but not limited to local Planning Departments, Health Departments and Public Works.

6. Act as liaison with businesses and public/private agencies; assist in arranging meetings, conference and public information programs; and make presentations as directed.
 7. Participate in agriculture-related events as directed and represent Placer County and the Agriculture Department.
 8. Work with local county and city officials for retention and expansion of existing agricultural businesses and recruitment of new agricultural businesses.
 9. Build and maintain positive working relationships with co-workers, other County employees and the public using principles of good customer service.
- B. Provide the Agricultural Commissioner with an annual marketing/activity report.
 - C. Coordination of and participation in agricultural marketing activities within Placer County.
 - D. Preparation of quarterly reports and presentation of said reports to the Placer County Agricultural Commission and Placer County Board of Supervisors.
 - E. Insure that the Agricultural Commissioner is informed of ongoing efforts to implement the agricultural marketing plan.
 - F. Work closely with other organizations in the County to help promote Placer County agriculture.
 - G. Maintain ongoing records of inquires and responses related to the agricultural marketing program
 - H. Perform related duties as assigned.

- 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: _____
 Bill Santucci, Chair
 Board of Supervisors

Dated: _____

Employee:

NANCYJO RIEKSE

By: *Nancyjo Riekse*
 Nancyjo Riekse

Dated: May 1, 2006

APPROVED AS TO FORM:

By: *Andy Casde*
 County Counsel

PLACER COUNTY PERSONNEL

By: *Janeen D'Arce for*
 Nancy Nittler
 Director of Personnel

Dated: May 2, 2006

