



MEMORANDUM
COUNTY OF PLACER
Office of Economic Development
175 Fulweiler Avenue, Auburn, CA 95603-2133
(530) 889-4016 • Fax: (530) 889-4095

TO: Honorable Board of Supervisors
FROM: Thomas Miller, County Executive Officer
BY: Richard E. Colwell, Chief Asst. CEO
David C. Snyder, Director of Economic Development
DATE: June 24, 2007

RE Colwell
Jen

SUBJECT: Approve a contract employee agreement between the County of Placer and Beverly K. Lewis to manage the Placer-Lake Tahoe Film Office in the amount of \$164,134 which includes \$71,857 in annual salary plus an estimated \$34,000 in benefits and \$58,277 in program operation costs and expenses for Fiscal Year 2008-09 and approve a budget revision in the amount of \$20,000 to appropriately budget the expenditures

ACTION REQUESTED

Approve a contract employee agreement between the County of Placer and Beverly K. Lewis to manage the Placer-Lake Tahoe Film Office in the amount of \$164,134 which includes \$71,857 in annual salary plus an estimated \$34,000 in benefits and \$58,277 in program operations costs and expenses for Fiscal Year 2008-09 and approve a budget revision in the amount of \$20,000 to appropriately budget the expenditures.

BACKGROUND

Beverly Lewis has been performing the duties of Director of the Placer-Lake Tahoe Film Office since December 1998. During that time, she has done an excellent job in actively recruiting and assisting commercial filming within Placer County.

The Placer Lake Tahoe Film Office is unique and the knowledge, skills, and abilities required to manage the program are not like any other county department or program. Ms. Lewis has demonstrated over the past nine (9) years the ability to manage the program and oversee the marketing of commercial filming in Placer County. The economic impact of filming in Placer County has been consistent over the last few years and in Fiscal Year 2007-08, twenty-three (23) county permits plus thirteen (13) city and other permits were issued to film, TV, commercial and print media productions representing over \$1,569,555 in local economic benefit as a direct result of PLTFO activities. These figures are derived from the formula that was developed by the California Film Commission and studio, TV, commercial and print media production companies.

FISCAL IMPACT

The entire cost of this employment contract has been budgeted within the CEO, Office of Economic Development's proposed budget for Fiscal Year 2008-09 and includes a contribution of \$54,400 from the North Lake Tahoe Resort Association (NLTRA) for film promotion which would be an increase of \$20,000 from past year's annual contributions. This augmentation was approved by the NLTRA Board of Director's on June 4, 2008. An additional \$20,000 was augmented, by attached budget revision, to this contract for Fiscal Year 2008-09 from Economic Development's budget to provide additional funding for program costs, expenses, and maintenance of the film location library as this portion of the contract had been reduced by 60% over the last 5 years. The cost of living allowance (COLA) and the cost of benefits will remain consistent with all other exempt County employees. The total amount of this contract for Fiscal Year 2008-09 is \$164,134.

**PLACER COUNTY
CONTRACT EMPLOYMENT AGREEMENT
FOR OPERATION OF
PLACER-LAKE TAHOE FILM OFFICE**

CONTRACT NO. _____

Begins: July 1, 2008

Ends: June 30, 2009

ADMINISTERING

AGENCY: Economic Development

This Agreement is made and entered into, as of July 1, 2008 between the COUNTY OF PLACER, a ("COUNTY") and Beverly K. Lewis ("EMPLOYEE"), upon the following terms and conditions:

1. **Appointment.** County re-appoints and engages Employee as Director of the Placer Lake Tahoe Film Office for the County of Placer, County Executive's Office, Economic Development Division 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 Director of Economic Development 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 COUNTY and Employee may deem necessary or desirable.
4. **Salary and Benefits.** Employee shall be compensated for her services as follows:
 - a. **Salary FY 08-09.** Employee shall be paid for services rendered under this agreement an annual salary of \$71,857 in twenty-six equal payments on the County's regular payroll. The salary is subject to withholding for federal income tax, state income tax, Social Security, one percent CalPers deduction and any other employment taxes required to be deducted by County. The cost of living allowance (COLA) will remain consistent with all other exempt County employees and is included in the annual salary.
 - 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, dental, life, accidental death and dismemberment insurance programs, and Long Term Disability. Employee shall also be eligible to participate in the Placer County Employee vision insurance program. 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. Benefit costs for Fiscal Year 08-09 are estimated to be \$34,000.

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. Employee shall accrue sick leave benefit hours in the same manner and amount as other County employees. Sick leave balances remaining at the end of this contract period may be rolled forward and used in any subsequent contract period, however, Employee shall receive the same benefit as any other county employee at the termination of the contract if unused hours remain.

- E. **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.
- F. **Vacation and Holidays.** The employee shall be entitled, during the year, to a vacation period of 120 hours during which her compensation shall continue to be paid in full. The Director of Economic Development and employee shall mutually agree upon the vacation period or periods taken during the contract year. 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. Vacation hour balances remaining at the end of this contract period may be rolled forward and used by Employee in any subsequent contract period up to a maximum of 520 hours and the same rules that affect other county employees regarding cashing out excess hours shall apply.

In addition, Employee shall receive the same paid holidays as other County employees within the assigned department.

5. **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.
6. **Terms and termination of Agreement.** The term of this agreement shall be for a one year beginning July 1, 2008. This agreement is renewable on an annual basis upon mutual agreement of both parties. 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 permanent 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.

7. **Other Terms and Conditions.**

- a. The Director of Economic Development, 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. County agrees to reimburse for actual and necessary business expenses and mileage. The mileage will be reimbursed at the IRS allowable rate currently at fifty and one-half (.505) cents per mile. All expenses and mileage reimbursements will be approved by the Director of Economic Development.
- e. The employee shall invoice the County for reimbursement for actual and necessary business related expenses including mileage and they should be submitted on a monthly basis no more than 45 days after said expense is incurred and should not exceed \$58,277 for Fiscal Year 08-09. The employee will follow County policies and rules related to expense reimbursements and as previously agreed upon with contract Employee.

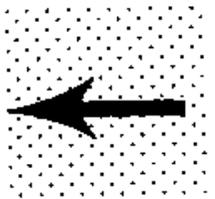
8. **Facilities.** COUNTY shall, at its expense, furnish facilities, equipment, and other materials which may be required for Employee to be able to furnish the services required by this Agreement as specified in Exhibit A, Duties of Contract Employee.

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

PLACER COUNTY

By: _____
Chairman, Board of Supervisors

Dated: _____



Employee:
BEVERLY K. LEWIS

APPROVED AS TO FORM:

By: Beverly K. Lewis Date: 5 June 08
Beverly K. Lewis

By: _____ Date: _____
County Counsel

EXHIBIT 'A'

PLACER COUNTY FILM PROMOTION AND MARKETING PROGRAM

DUTIES OF CONTRACT EMPLOYEE

1. SCOPE OF SERVICES AND TASKS.

Employee will serve as a full-time Director on behalf of the County of Placer, Office of Economic Development (OED) and perform and provide the following services and obligations within an established film promotion 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 OED.

Fulfillment of this agreement shall include day-to-day management of a film office within the OED, including expenditures of the film promotion budget, and shall include:

- A. Execution of an annual Film Marketing Program and presentation of the Plan to the Director of Economic Development. Said plan will contain, at a minimum:
 - a. Preparation of marketing pieces, including a contribution to the quarterly newsletter and a Website for producers, directors and location scouts.
 - b. A minimum of one personal visit to motion picture studios, production companies and film executives. Said visits will be made in coordination with attendance at film industry trade shows.
 - c. Attendance at a minimum of two film industry events and/or marketing shows, including an emphasis on professional development opportunities.
 - d. Timely responses, with a goal of twenty-four hours, to film location inquiries.
 - e. Continuing development and maintenance of the Placer County Film Location Photo Library, both in the OED's Film Office and in the California Film Commission's (CFC) Film Library, in a format consistent with the CFC.
- B. Provide the North Lake Tahoe Resort Association (NLTRA) with an annual marketing/activity report.
- C. Increased participation in the CFC's programs and events sponsored by the Film Liaisons in California Statewide (FLICS).
- D. Coordination of film permitting within Placer County.
- E. Secure Certificates of Insurance on behalf of Placer County regarding necessary coverage as they relate to film permits.

- F. Coordination of all film promotion activity on behalf of Placer County. This includes newly designed promotional collateral such as email and direct mail pieces highlighting recent and continuing improvements to our web site and location photography library; new and updated promotional materials; continued maintenance of the location photo library; enhanced ads in trade magazines and directories. An emphasis will also be made on community support of regional filmmaking in two areas: outreach to civic stakeholders as well as regional filmmakers and film organizations, with presentations and modest sponsorship of film festivals and related events.
 - G. Preparation of reports as required and presentation of said reports to the Placer County Economic Development Director.
 - H. Insure that management within the OED is informed of ongoing efforts to implement the film marketing program and plan.
 - I. Maintain ongoing records of inquirers and prospective films.
 - J. Work closely with North Lake Tahoe Resort Association (NLTRA) to help promote and provide leads for filming in North Lake Tahoe.
 - K. Replacement and/or acquisition of critical equipment and technology as required.
2. FACILITIES, EQUIPMENT, MATERIALS AND OBLIGATIONS OF EMPLOYEE AND COUNTY.

- A. County will provide an office for employee's use within the Economic Development Division.
- B. COUNTY will allow use of a 4-wheel drive vehicle (when available) to Employee on those occasions when such a vehicle is necessary to perform Employee's duties and responsibilities under this agreement. In the event that a county four-wheel drive vehicle is not made available and the Employee's personal vehicle is not adequate for the travel conditions, other suitable vehicle arrangements may be made (i.e., rental) and costs incurred will be fully reimbursable to Employee.
- C. EMPLOYEE will provide Automobile Liability Insurance covering bodily injury of \$50,000/\$100,000 and property damage in an amount no less than \$25,000 combined single limit for each occurrence. Employee to maintain a valid California's Driver's License and provide certificate of insurance.
- D. COUNTY will provide secretarial support for Employee.
- E. COUNTY will reimburse employee for all agreement-related business expenses. Reimbursable expenses include but are not limited to: meals and entertainment; promotional; mileage determined by Internal Revenue Services as the deductible costs of operating an automobile for business purposes; weather related vehicle expenses (chain attachment and removal; and vehicle cleanup); business phone calls and charges made outside county-provided offices (including from cell/portable phone or personal phone); tolls; parking; travel (transportation, lodging, tips, vehicle rentals, etc); photographic and lab processing costs; printing (if it cannot be done 'in-house'); camera equipment; media equipment; cell/portable phone; software and software support; and vehicle business insurance operating expenses for personal, county and vehicle rentals. Employee shall submit an invoice to the County for business related expenses on a monthly basis not to exceed \$58,277 in Fiscal Year 08-09.

