



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 M. Miller, County Executive Officer
BY: David C. Snyder, Director of Economic Development
DATE: June 21, 2011
SUBJECT: CONTRACT EMPLOYEE AGREEMENT – PLACER LAKE TAHOE FILM OFFICE

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 \$164,007 which includes \$69,970 in annual salary plus an estimated \$35,412 in benefits and \$58,625 in program operation costs and expenses for Fiscal Year 2011-12.

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 twelve (12) years, the ability to manage the program and oversee the marketing of commercial filming in Placer County. The economic impact of filming for FY 2010-11 continued to reflect the impact of the sluggish national economy during the first half of the year with a notable increase during the second half. In FY 2010-11, twenty-four (24) county permits plus fifteen (15) issued by other jurisdictions within the county (city, state, federal, etc.) were issued to film, TV, commercial and print media productions representing nearly \$600,000 in local economic benefit as a direct result of PLTFO activities. Eighty-five (85) percent of these dollars were generated in the latter half of the fiscal year, with three times as many permits being issued during this same timeframe. Notably this year, two productions qualified for tax credits under the two-year-old state Film and TV Tax Credit program including "Cinema Verite" a HBO TV movie aired April 2011, and "The Muppet Movie" coming to theaters in November. This brings the number of productions that have shot here utilizing the state incentive program to three.

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 2011-12 and includes a contribution of \$62,480 from the North Lake Tahoe Resort Association (NLTRA) for film promotion. This amount is anticipated to be approved by the NLTRA Board of Director's on June 1st, 2011. 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 2011-12 is \$164,007. Appropriate funding will be set up in County-wide final budget adjustments that will be brought to the Board of Supervisors in the fall.

357

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

CONTRACT NO. _____

Begins: July 1, 2011

Ends: June 30, 2012

ADMINISTERING

AGENCY: Economic Development

This Agreement is made and entered into, as of July 1, 2011 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. The County Executive Officer shall be the appointing authority for Employee.
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 11-12.** Employee shall be paid for services rendered under this agreement an annual salary of \$69,970 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, CalPers deduction and any other employment taxes required to be deducted by County. No cost of living allowance is included however; this would remain consistent with all other unclassified non-management County employees. The salary amount remains unchanged from last Fiscal Year. COUNTY makes no representation of the extent to which the salary stated in this Agreement is considered by CalPERS to be reportable compensation for purpose of a retirement calculation.
 - 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 11-12 are estimated to be \$35,412.

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 Unclassified non-management 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.

5. **Automobile Liability Insurance:** Automobile Liability insurance covering bodily injury in the amount of \$100,000/\$200,000 and property damage in an amount no less than \$100,000 combined single limit for each occurrence.

Covered vehicles shall include owned, non-owned, and hired automobiles/trucks.

6. **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.

7. **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 shall be rolled forward and may be used by Employee in any subsequent contract period up to a maximum of 520 hours, and any hours in excess of 520 hours shall be cashed out at the end of the contract term.

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

8. **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. All determinations as to the report ability of any compensation listed above to CalPERS shall be made as mandated by CalPERS law in effect at the time the compensation is earned.

9. **Terms and termination of Agreement.** The term of this agreement shall be for a one year beginning July 1, 2011. This agreement is renewable on an annual basis upon mutual agreement of both parties. This agreement may be terminated through action of the Appointing Authority 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 9.

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.

10. **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. Employee shall invoice the County for reimbursement of business related expenses as set out in Exhibit A, Section 3 Business and Promotional Expenses in an amount not exceeding \$58,625. All such expenses shall be approved by the Director of Economic Development.

11. **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

APPROVED AS TO FORM:

By: _____ Dated: _____
Robert M. Weygandt, Chairman,
Placer County Board of Supervisors

By: _____ Date: _____
Gerald O. Carden
Chief Deputy County Counsel

Employee:
BEVERLY K. LEWIS

APPROVED:

By: Beverly K Lewis Dated: 1 June 2011
Beverly K. Lewis

By: Nancy Nittler Date: 6/9/11
Nancy Nittler, Director

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 these 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 material, including a contribution to the quarterly newsletter and a Website for producers, directors and location scouts.
 - b. A minimum of two personal visits to motion picture studios, production companies and film executives. Said visits will be made in coordination with attendance at film industry trade shows whenever possible.
 - c. Attendance at a minimum of two film industry events and/or trade 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 and industry norm.
- 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 but not limited to newly designed promotional collateral such as email and other means highlighting recent and continuing improvements to our web site and location photography library; new and updated promotional content; continued maintenance of the location photo library; presence 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, as relevant to the scope of work.
 - 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.
 - L. The Director is currently serving as the Chair of the Film Liaisons in California Statewide, the state professional membership organization for film commissioners. Increased travel to meetings, media related events and other responsibilities is expected.
 - M. The Director serves on the Content Creation and Distribution Expo (September 16-17, 2011) steering committee, principally taking on the role of advisor, and as liaison between the county and the CCD Expo steering committee.
 - N. Because of the additional responsibilities added in L & M, a part-time Temporary Office Assistant will be hired to provide clerical assistance at an administrative level.
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 \$100,000/\$200,000 and property damage in an amount no less than \$100,000 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.

3. BUSINESS AND PROMOTIONAL EXPENSES.

- a. COUNTY will reimburse employee for all agreement-related business expenses. Reimbursable expenses include but are not limited to: meals and entertainment; promotional; actual 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 \$58,625 in Fiscal Year 11-12.

