

**JEFFERSON COUNTY  
BOARD OF COUNTY COMMISSIONERS**

**AGENDA REQUEST**

**TO:** Board of Commissioners  
**FROM:** WSU Jefferson County Extension  
**DATE:** November 8, 2010  
**RE:** Contract Service Provider Agreement with Eve Dixon

**STATEMENT OF ISSUE:**

The WSU Jefferson County Extension Noxious Weed Control budget has supplementary funds in 2010 that will allow for about 200 additional hours of work for Eve Dixon, Jefferson County's Noxious Weed Coordinator. Eve Dixon is in a Clerk Hire position. The County's labor agreement with UFCW permits utilization of a Contract Service Provider Agreement to be employed by the County and waive any or all provisions of the Labor Agreement when the Provider and the County find it is to their collective benefit to enter into this Agreement.

**ANALYSIS:**

WSU Jefferson County Extension Noxious Weed Control works collaboratively with Clallam County Noxious Weed Control. Clallam County Noxious Weed Control reimbursed WSU Jefferson County Extension for \$5,600 in wages earlier this year and as a result this Jefferson County department has funds available for further work in 2010. It is to their benefit to enter into a Contract Service Provider Agreement to take advantage of the existing experience and talent of Eve Dixon and to use these excess funds to continue Noxious Weed Control.

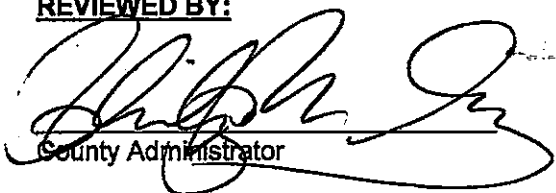
**FISCAL IMPACT:**

The Contract Service Provider will be required to pay union dues and current retirement rates. This Jefferson County department will pay current retirement contribution rates which will be funded by revenue received from Clallam County Noxious Weed Control.

**RECOMMENDATION:**

We request that three originals of this contract be approved and signed by the Jefferson County BOCC.

**REVIEWED BY:**

  
County Administrator

11/3/10  
Date

**CONTRACT SERVICE PROVIDER AGREEMENT**

WHEREAS, **Eve F Dixon**, (“PROVIDER”) desires to provide her services to Jefferson County, and

WHEREAS, Jefferson County (“COUNTY”) is desirous of these services, and

WHEREAS, Section 2.5 of the County’s labor agreement with UFCW 1001 (“Labor Agreement”) permits utilization of a Contract Service Provider to be employed by the COUNTY and waive any or all provisions of the LABOR AGREEMENT, and

WHEREAS, the PROVIDER and COUNTY, in mutual agreement, find it is to their collective benefit to enter into a Contract Service Provider Agreement to perform certain tasks for **WSU Jefferson County Extension – Noxious Weed Control**, as described in Attachment A and

WHEREAS, the PROVIDER is by this action and her free will and consent waiving the terms and conditions of the LABOR AGREEMENT as specified herein,

NOW THEREFORE IT IS AGREED:

1. The terms and conditions of the LABOR AGREEMENT will be applicable to the PROVIDER except as specified below:
  - a) Article 7, Health and Welfare; the PROVIDER shall not receive health and welfare benefits.
  - b) Article 8, Leaves; the PROVIDER shall not receive any paid leave provisions.
  - c) Article 11, Grievance and Arbitration Procedures; the PROVIDER shall not be subject to the Grievance and Arbitration provisions.
  - d) Article 12, Seniority; the PROVIDER shall receive no seniority credit for time worked under this agreement.
  - e) Article 13, Wage and Classification; the work performed shall not be classified under the salary system. The hourly wage shall be as established by this agreement.
2. COUNTY shall compensate PROVIDER at an hourly rate of \$14.00 per hour for hours worked.
3. The PROVIDER shall be responsible for monthly Union dues and other fees levied by the Union.

4. This agreement terminates December 31, 2010 or with written notice given by either party fourteen (14) days in advance of the termination date, or in the event, grant funds supporting this position are no longer available to Jefferson County.
5. This agreement represents the entire and integrated agreement between the COUNTY and the PROVIDER and supersedes all prior negotiations, representations, or agreements written or oral. This agreement may be amended only by written instrument signed by both the COUNTY and the PROVIDER.

EFFECTIVE the 1st day of October, 2010.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2010.

JEFFERSON COUNTY

CONTRACT SERVICE PROVIDER

\_\_\_\_\_  
David Sullivan, Chairman                      Date  
Jefferson County Commissioner

\_\_\_\_\_  
Eve F. Dixon                                      Date

DEPARTMENT HEAD

\_\_\_\_\_  
L. Katherine Baril                              Date  
WSU Jefferson County Extension  
Noxious Weed Control

APPROVED AS TO FORM ONLY

\_\_\_\_\_  
Prosecuting Attorney

## **Attachment A**

### **Job Description**

**As the Jefferson County Noxious Weed Coordinator, Eve F Dixon will:**

- Typically work between the hours of 9:00 am and 5:00 pm daily, Monday through Friday.
- Coordinate the activities of various crews doing weed control work in the Olympic National Forest and the East Jefferson WCC crew, controlling knotweed on streams and rivers in Jefferson County.
- Schedule and attend the November meeting of the Jefferson County Noxious Weed Control Board.
- Work with Clallam County's noxious weed program coordinator, preparing end-of-season reports for Forest Service and knotweed work.
- Update all educational materials and the Noxious Weed website
- Continue to respond to phone and email enquiries about weed impacts and control.
- Update ArcView map and Access database of weed sites in Jefferson County and prepare an Annual Report.