



# JEFFERSON COUNTY PUBLIC HEALTH

615 Sheridan Street • Port Townsend • Washington • 98368  
www.jeffersoncountypublichealth.org

March 17, 2011

## JEFFERSON COUNTY BOARD OF COUNTY COMMISSIONERS

### AGENDA REQUEST

**TO:** Board of County Commissioners  
Philip Morley, County Administrator

**FROM:** Jean Baldwin, Director

**DATE:** May 16, 2011

**SUBJECT:** Agenda Item – Professional Services Agreement – LineAngle Internet Solutions; January 1, 2011 – December 31, 2013; \$3,600

**STATEMENT OF ISSUE:**

Jefferson County Public Health requests Board approval of the Professional Services Agreement – LineAngle Internet Solutions for jeffersoncountypublichealth.org web hosting/maintenance; January 1, 2011 – December 31, 2013; \$3,600

**ANALYSIS/STRATEGIC GOALS/PRO'S and CON'S:**

This is an ongoing contract to provide monthly maintenance of the jeffersoncountypublichealth.org website. Maintenance will include web hosting, server maintenance, updating to support services to JCPH, and training for identified staff.


**FISCAL IMPACT/COST BENEFIT ANALYSIS:**

This is part of JCPH overhead costs which comes from grants, fees and the County General Fund.

**RECOMMENDATION:**

JCPH management request approval of the Professional Services Agreement – LineAngle Internet Solutions or jeffersoncountypublichealth.org web hosting/maintenance; January 1, 2011 – December 31, 2013; \$3,600

**REVIEWED BY:**

  
Philip Morley, County Administrator

\_\_\_\_\_  
Date

# PROFESSIONAL SERVICES AGREEMENT

Between

JEFFERSON COUNTY

and

LineAngle Internet Solutions

This Agreement is entered into between the County of Jefferson, a municipal corporation, hereinafter referred to as "**the County**" and LineAngle Internet Solutions, hereinafter referred to as "**the Contractor**" in consideration of the mutual benefits, terms, and conditions hereinafter specified.

**Section 1. Designation**

The County, on behalf of the Jefferson County Public Health, acting in compliance under the contract with LineAngle Internet Solutions, in agreement with the terms and conditions outlined therein hereby contracts with the Contractor who will perform duties as described in **Exhibit A**.

**Section 2. Term**

This Agreement shall commence on January 1, 2011 and continues through December 31, 2013 unless terminated as provided herein. The agreement may be extended beyond December 31, 2013 upon mutual written consent of the County and the Contractor.

**Section 3. Scope of Agreement**

The Contractor agrees to perform the services and specific duties, identified on **Exhibit A**.

**Section 4. Compensation**

The Contractor shall be paid by the County for completed work and for services rendered under this Agreement as follows:

- A. Payment for the work provided by the Contractor shall be invoiced at the flat rate of \$300 per month. This contract shall not exceed \$3,600.00 per calendar year for these services without a written amendment signed by both parties to this Agreement .
- B. The Contractor may submit invoices to the County for work completed to date. The County will review such invoices, and upon approval thereof, payment will be made to the Contractor in the amount approved. To insure prompt payment, invoices must be received by the 5<sup>th</sup> (close of business day) of each month.

- C. The County will make final payment of any balance due the Contractor promptly upon its ascertainment and verification after the completion of the work under this Agreement and its acceptance by the County.
- D. The Contractor records and accounts pertaining to this agreement are to be kept available for inspection by representatives of the County and state for a period of six (6) years after final payments. Copies shall be made available upon request.

**Section 5. Ownership and use of documents**

The County and Contractor acknowledge and agree that the County shall maintain proprietary ownership of all materials (documents, drawings, specifications, web pages) produced by the Contractor in connection with the services rendered in this agreement. The Contractor shall be permitted to retain copies, including reproducible copies, of drawings and specifications for information, reference and use in connection with the Contractor's endeavors.

**Section 6. Compliance with laws**

The Contractor shall, in performing the services contemplated by this agreement, faithfully observe and comply with all federal, state, and local laws, ordinances and regulations, applicable to the services to be rendered under this Agreement.

**Section 7. Confidentiality**

Jefferson County, its departments, employees, agents and Consultants agree that they shall be bound by and shall abide by all present or hereinafter adopted policies, practices or procedures relating to confidentiality of clients records or information, as well as all other Federal and State statutes or regulations pertaining to the confidentiality of records and information.

**Section 8. Insurance**

The Contractor shall obtain and keep in force during the terms of the Agreement, or as otherwise required

- A. The Contractor shall participate in the Worker's Compensation and Employer's Liability Insurance Program as may be required by the State of Washington.
- B. Contractor shall provide proof of automobile liability insurance in the amount of not less than \$100,000 single limit, \$300,000 per occurrence. Contractor shall provide proof of insurance to the County in care of Contract Administrator, at the Jefferson County Public Health, 615 Sheridan St., Port Townsend, WA 98368 prior to commencing employment.

**Section 9. Indemnification**

The Contractor shall indemnify, defend and hold harmless the County, its officers, agents and employees, from and against any and all claims, lawsuits, demands for money damages, losses or liability, or any portion thereof, including attorney's

fees and costs, arising from any injury to person or persons (including the death or injury of the Contractor or damage to personal property) if said injury or damage was caused by the negligent acts or omissions of the Contractor.

**Section 10. Reporting**

The Contractor will provide an invoice to the County for payment for services rendered monthly. This invoice shall contain the hours worked in relationship to the tasks identified in **Exhibit A**. The invoice represents a report and shall be submitted to Jefferson County Public Health in care of the Financial Manager, 615 Sheridan Street, Port Townsend, WA 98368.

**Section 11. Independence**

The Contractor and the County agree that the Contractor is an independent Contractor with respect to the services provided pursuant to this agreement. Nothing in this agreement shall be considered to create the relationship of employer and employee between the parties hereto. The Contractor shall not be entitled to any benefits accorded County employees by virtue of the services provided under this agreement. The County shall not be responsible for withholding or otherwise deducting federal income tax or social security or for contributing to the state industrial insurance program, otherwise assuming the duties of an employer with respect to employee.

**Section 12. Assignments and Subcontracting**

The Contractor shall not sublet or assign any of the services covered by this Agreement without the express written consent of the County.

**Section 13. Termination**

- A. The County reserves the right to terminate this contract in whole or in part, without prior written notice, in the event that expected or actual funding from any funding source is withdrawn, reduced, or limited in any way after the effective date of this agreement. In the event of termination under this clause, the County shall be liable for only payment for services rendered prior to the effective date of termination.
- B. This Agreement may also be terminated as provided below:
  1. With 14 days' notice by the Board of County Commissioners (or their designate) for non-performance of the specific job duties listed in **Exhibit A**. Contractor may cure the default for non-performance during the 14 days that notice of termination is pending.
  2. With 14 days' notice by the Contractor by voluntary resignation.

**Section 14. Modification**

This employment agreement may be modified at any time by written agreement of all parties.

**Section 15. Integrated Agreement**


This Agreement together with attachments or addenda represents the entire and integrated agreement between the County and the Contractor and supersedes all prior negotiations, representations, or agreements written or oral, between the parties. This Agreement may be amended only by written instrument signed by both County and Contractor.

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2011  
BOARD OF COUNTY COMMISSIONERS  
JEFFERSON COUNTY, WASHINGTON

\_\_\_\_\_  
John Austin, Chairman

  
\_\_\_\_\_  
Gerald E. Taylor

Approved as to form only:

3/29/11  
  
\_\_\_\_\_  
Jefferson Co. Prosecutor's Office

ATTEST:

\_\_\_\_\_  
Clerk of the Board

## **Exhibit A**

### **STATEMENT OF WORK**

This statement establishes the scope of services for the Contractor.

1. Provide hosting for jeffersoncountypublichealth.org
2. Provide monthly maintenance of jeffersoncountypublichealth.org
3. Provide website updating support services to Jefferson County Public Health.
4. Provide basic support to assigned JCPH staff.