



JEFFERSON COUNTY PUBLIC HEALTH

Consent Agenda

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

January 31, 2014

JEFFERSON COUNTY BOARD OF COUNTY COMMISSIONERS

AGENDA REQUEST

TO: Board of County Commissioners
Philip Morley, County Administrator

FROM: Jared Keefer, Environmental Health Director
Linda Atkins, Environmental Health Specialist

DATE:

SUBJECT: Agenda Item – Professional Services Agreement with Little River Enterprises for Tidemark Database Administration and support; January 1, 2013 – December 31, 2015; \$15,800

STATEMENT OF ISSUE:

Jefferson County Public Health, Environmental Health Department, requests Board approval of the Professional Services Agreement with Little River Enterprises for Tidemark Database Administration and support; January 1, 2013 – December 31, 2015; \$15,800

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

Tom Shindler of Little River Enterprises provides support for the county permitting database administration approximately 8 – 16 hours a month. He adds and amends case types, fields, fees, creates reports and forms, etc. He coordinates with Jefferson County Information Services when upgrades to the database are available which enables us to coordinate with other county department databases and mapping. He provides training to key staff on use of database tools and reporting programs as well as advise on workflow and automation. His skills enhance our ability to use the database to its best advantage and assists in the evaluation process for any permit data tracking system options. His background includes administration of the same database, Tidemark, in Clallam County for over 20 years. In Clallam County he also provides GIS services and coordinates with their Assessors office to integrate information from PACS to Tidemark, the permitting database. PACS is the system our Assessor office recently transitioned to.

FISCAL IMPACT/COST BENEFIT ANALYSIS:

This contract is funded by a grant with EPA and DOH through the Consolidated Contract.

COMMUNITY HEALTH
DEVELOPMENTAL DISABILITIES
MAIN: (360) 385-9400
FAX: (360) 385-9401

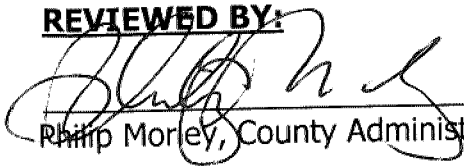
PUBLIC HEALTH
ALWAYS WORKING FOR A SAFER AND
HEALTHIER COMMUNITY

ENVIRONMENTAL HEALTH
WATER QUALITY
MAIN: (360) 385-9444
FAX: (360) 379-4487

RECOMMENDATION:

JCPH management request approval of the Professional Services Agreement with Little River Enterprises for Tidemark Database Administration and support; January 1, 2013 – December 31, 2015; \$15,800

REVIEWED BY:


Philip Morley, County Administrator

2/18/14
Date

PROFESSIONAL SERVICES AGREEMENT

Between

JEFFERSON COUNTY

and

Little River Enterprises

This Agreement is entered into between the County of Jefferson, a municipal corporation, hereinafter referred to as "**the County**" and Little River Enterprises, 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, Community Development and Public Works Departments, acting in compliance under the Agreement with Little River Enterprises, 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, 2013 and continues through December 31, 2015 unless terminated as provided herein. The agreement may be extended beyond December 31, 2015 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**. The Contractor shall provide reporting in a manner consistent with Section 10.

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 rate of \$50/hour from Jan. 1, 2013 to June 30, 2013 and \$65/hour thereafter. Additionally for on-site work, travel time shall be paid at one-half the regular hourly rate plus mileage to be paid at the current mileage rate. Off site work shall be charged at the regular hourly rate with no travel time.
- 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 5th (close of business day) of the 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.
- E. Contractor shall be entitled to compensation according to this Section 4 for work for services rendered after the Agreement commencement date but before the parties execute this Contract.
- F. In no event shall total compensation to the Contractor exceed \$15,800 during each calendar year without express written amendment signed by both parties.

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, computer files, drawings, specifications) 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 Contractors 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 Contractors 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. This Contract, once executed, becomes a “public record” subject to production to a requester in accordance with Ch. 42.56. RCW.

Section 8. Insurance

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

- A. 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 Contracts Administrator, at the Jefferson County Public Health, 615 Sheridan St., Port Townsend, WA 98368 prior to commencing employment.
- B. It is agreed by the parties that insurers shall have no right of recovery or subrogation against the County (including its employees and other agents and agencies), it being the intention of the parties that the insurance policies listed above shall protect both parties and be primary coverage for any and all losses covered by the above-listed insurance policies. It is further agreed by the parties that any and all deductibles made part of the above-listed insurance policies shall be assumed by, paid for and at the risk of the Contractor.
- C. Any insurance, self-insured retention, deductible, or risk retention maintained or participated in by the County shall be excess and not contributory to such insurance policies.

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 no less than quarterly and no more than monthly. This invoice shall contain the hours worked and will briefly describe the work performed in furtherance of the Statement of Work made **Exhibit A** to this Agreement. 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. Discrimination Prohibited.

The Contractor, with regard to the work performed by it under this agreement, will not discriminate on the grounds of race, color, national origin, religion, creed, age, sex or the presence of any physical or sensory handicap in the selection and retention of employees or procurement of materials or supplies.

Section 13. 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 14. Termination

A. The County reserves the right to terminate this Agreement 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 15. Modification


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

Section 16. 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 _____, 2014
BOARD OF COUNTY COMMISSIONERS
JEFFERSON COUNTY, WASHINGTON

John Austin, Chairman

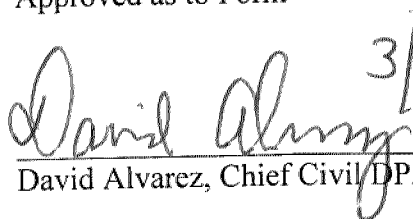
 4/4/2014

Tom Shindler, Little River Enterprises

ATTEST:

Clerk of the Board

Approved as to Form

 3/21/14

David Alvarez, Chief Civil/DPA

Exhibit A

STATEMENT OF WORK

This statement establishes the scope of services for the Contractor.

1. Provide support for the Accela Tidemark database administration. This includes but is not limited to amending and/or adding case fields, activities, fees, etc.
2. Coordinate with Jefferson County Information Services department for coordination of mapping and web coordination of permit data and software.
3. Develop and edit reports with Crystal Reports to utilize information from the database for program analysis and evaluation, time tracking, etc.
4. Develop and edit forms with Crystal Reports for use with the Tidemark database.
5. Coordinate with designated staff to evaluate the needs and goals for the use of the Tidemark database. Assisting and advising on processes and procedures related to permitting workflow and automation.
6. Provide professional expertise to assist in decision-making process for any permit data tracking software decisions.
7. Training – Such as Crystal Reports, unused features or new features incorporated into the database, etc.)