



Complete this form and submit it to the Office of the President by 5:00 pm on the eleventh day before the following Tuesday meeting of the Board of Trustees. If this form does not provide enough space, you may use an expanded version *as long as you follow the format specified below.*

Date of Board Meeting: August 16, 2016

Date of This Proposal: August 5, 2016

**SUBJECT (item as it will appear on agenda):**

Approve the contract with Arthur W. West (doing business as AWConsulting) to provide professional services in support of the college websites.

**RECOMMENDATION:**

Approve the attached contract with Arthur W. West (doing business as AWConsulting) to provide professional services in support of the college websites.

**BACKGROUND/RATIONALE:**

The full-time position of Web Technician has been vacant for several years. Arthur W. West (doing business as AWConsulting) has been contracted with the college during that time and has provided exemplary services at a reasonable cost. The following projects can be accomplished with the services provided by Arthur W. West.

- Provide maintenance of legacy intranet web pages and file upload service to OUCampus intranet web pages as needed.
- Provide development and management of legacy internet online forms.
- Provide support as needed for the SACSCOC review.
- Provide support for other development tasks on the legacy WCJC websites

**Estimated Cost and Budgetary Support (how will this be paid for?):** \$38,400.00  
Current Unrestricted Operating Budget for 2016-2017

**RESOURCE PERSON(S) [name(s) and title(s)]:**  
**Pamela J. Youngblood, Vice President of Technology and Institutional Research**

**SIGNATURES:**

Pamela J. Youngblood  
Originator

8-5-2016  
Date

Pamela J. Youngblood  
Cabinet-Level Supervisor

8-5-2016  
Date

**PRESIDENT'S APPROVAL:**

Boyd A. McCreath

8-5-2016  
Date



## Professional Services Agreement

This agreement is made and entered into effective the 1st day of September 2016 by and between Arthur W. West (doing business as AWConsulting), at 3210 Beaver Creek Drive, Brookshire, Texas 77423 and Wharton County Junior College (WCJC), 911 Boling Highway, Wharton, Texas 77488. Mr. West and WCJC agree that Mr. West shall furnish contract professional services to WCJC under the following terms and conditions.

### 1. Scope of Services

Mr. West agrees to render to WCJC professional services in support of college websites. This is the primary purpose of the engagement and shall include...

- Provide maintenance of legacy intranet web pages and file upload service to OUCampus intranet web pages as needed. These maintenance activities are scheduled to be provided twice each WCJC work day at midday and close of business.
- Provide development and management of legacy internet online forms.
- Provide support as needed for the SACSCOC review.
- Provide support for other development tasks on the legacy WCJC websites

Actual conversion deliverables shall be defined over the course of the engagement.

### 2. Term of Agreement

The term of this agreement shall commence of September 1, 2016 and continue until August 31, 2017. Work is limited to that which is actually scheduled for a period not to exceed 48 work weeks that exclude College Holidays, two weeks at Christmas and one week at Spring Break.

### 3. Compensation

In full and complete compensation for all of the services provided hereunder, WCJC agrees to pay or cause to be paid, an amount not to exceed \$38,400, at a rate of \$25.00 per intranet web page maintained, and \$25.00 per hour for software development, to Mr. West. Mr. West will present monthly invoices along with detailed status reports. Payment shall be due upon receipt.



## Professional Services Agreement

### 4. Independent Contractor

For purposes of this agreement and all services to be provided hereunder, Mr. West shall be deemed to be an independent contractor.

Mr. West shall not act, in any manner, as an agent or employee of WCJC.

Mr. West shall have no authority to make statements, representation or commitment of any kind, or take any action that shall be binding on WCJC, except as provided for herein or as authorized in writing by WCJC.

### 5. Confidential Information

Mr. West shall not use or disclose to any person any confidential information acquired in the delivery of the agreement.

Confidential information shall mean information disclosed to either party, that relates to past, present and future research, development and business activities.

### 6. Proprietary Rights

Mr. West shall have no rights to nor interest in work products directly resulting from the delivery of items enumerated in the Scope of Services as they are "works made for hire" and WCJC is deemed to be the owner.

WCJC understands that Mr. West's ability to create these work products is heavily dependent on past experience in the industry, providing similar services to others in the past with reasonable expectation of doing so for others in the future, and the free availability of information from public channels.

In the event that "value added" work products are produced that fall outside the Scope of Services, WCJC may use and modify these work products in any way it sees fit, though no ownership is implied. Because they are derived from experience and public sources, these work products are deemed to be in the public domain.

### 7. Security

Mr. West agrees to comply with all WCJC building, data and software security requirements.



Professional Services Agreement

8. Facilities

WCJC shall provide to Mr. West, reasonable access to all materials, services, facilities and personnel required to successfully complete the engagement. This is assumed to include remote access to said materials, services, facilities and personnel.

9. Termination

Either party, upon thirty (30) days written notice to the other party may terminate this agreement without cause. This contract is automatically terminated at the end of the month when all legacy internet and intranet maintenance activity ceases.

10. Agreement

This instrument contains the entire agreement between the parties and it is supersedes all prior agreements and understandings between the parties respecting the subject matter hereof. This agreement cannot be changed or terminated orally on behalf of either party.

Executed effective the \_\_\_th day of \_\_\_\_\_, 2016

AWConsulting

Wharton County Junior College

By: \_\_\_\_\_

By: \_\_\_\_\_

Arthur W. West

Pamela J Youngblood

Consultant

Vice President of Technology & Institutional Research