

OD205034  
 RECEIVED  
 TRAINING & DEVELOPMENT SERVICES  
 SEP 27 2004  
 STATE OF WASH  
 DEPT OF PERSONNEL

**INTERAGENCY AGREEMENT  
 BETWEEN  
 THE DEPARTMENT OF PERSONNEL AND  
 PUGET SOUND CLEAN AIR AGENCY**

**1.0 PARTIES TO THE AGREEMENT**

This Interagency Agreement is made and entered into by and between the Washington State Department of Personnel, hereinafter referred to as "DOP" and the Puget Sound Clean Air Agency, hereinafter referred to as "PSCAA" pursuant to the authority granted by Chapter 39.34 RCW.

**2.0 PURPOSE**

The purpose of this Agreement is for PSCAA to reimburse DOP for services to be provided to PSCAA by Agreement Dynamics, a DOP External Consultant for Interest-Based Negotiation Training.

**3.0 PERIOD OF PERFORMANCE**

Regardless of the date signed, this Agreement shall become effective on September 10, 2004 and will expire on December 31, 2004, unless terminated sooner or extended as provided herein.

**4.0 STATEMENT OF WORK**

Agreement Dynamics will provide the services listed below to PSCAA. PSCAA will work directly with Agreement Dynamics regarding the scope of work and services to be performed.

SCOPE OF WORK	HOURS/ HOURLY RATE	COST (not to exceed)
Interview/discuss with PSCAA's Joint Labor Management Committee team members the training's focus and goals before training occurs. Agreement Dynamics will schedule these interviews.	3 hours x \$185	\$ 555.00
Review relevant documents, design training agenda, customize training's content, and prepare for training.	4.5 hours x \$185	\$ 832.50
Deliver training on 10/12/04 or as scheduled by PSCAA	½ day rate applies	\$1,200.00
Materials for 8 participants	8 x \$55/person	\$ 440.00
<b>TOTAL COST</b> of services provided by Agreement Dynamics		<b>\$3,027.50</b>

## **5.0 TERMS AND CONDITIONS**

If the Agreement needs to be amended because training dates need scheduling flexibility, it will be allowed through mutual agreement between DOP and the PSCAA project manager.

The PSCAA project manager for this training is Mary Ann Erickson.

## **6.0 COMPENSATION**

- 6.1 PSCAA shall reimburse DOP up to \$3,028.00 for consultant services provided by Agreement Dynamics, plus \$100 for DOP administrative fees (3% of the total contractor dollar amount, or a minimum of \$100). The total amount will not exceed \$3,128.00.
- 6.2 Reimbursement for travel, lodging, and per diem, if applicable, will be based upon actual expenditures and according to Office of Financial Management Policy and Procedures and is part of the \$3,128.00 total amount.
- 6.3 Requests for payment under this Agreement shall be submitted no more often than monthly. Upon receipt and approval of the properly executed invoices, PSCAA will remit payment to DOP in a total amount not to exceed the value of this Agreement.

## **7.0 DISPUTES**

Disputes arising under this Agreement shall be resolved by a panel consisting of one representative from DOP, one representative from PSCAA, and a mutually agreed upon third party. The dispute panel shall thereafter decide the dispute with the majority prevailing.

## **8.0 TERMINATION**

Either party may terminate this agreement upon 10 days written notification to the other party. In such event, the terminating party shall be liable only for performance rendered prior to the effective date of termination.

## **9.0 NONDISCRIMINATION**

The parties mutually assure that they are in compliance and will remain in compliance with the terms of federal and state laws and regulations.

## **10. INDEMNIFICATION**

Each party shall defend, protect, and hold harmless the other party from and against all claims, suits, and/or actions arising from any negligent or intentional act or omission of that party's employees, agents, and/or authorized

subcontractor(s) while performing this Interagency Agreement. In case of joint negligence, any damages allowed shall be levied in proportion to the percentage of negligence attributed to each party.

**11. CHANGES, MODIFICATIONS, AND AMENDMENTS**

This Agreement may be waived, changed, modified, or amended only by written agreement executed by both parties hereto.

**12. ENTIRE AGREEMENT**

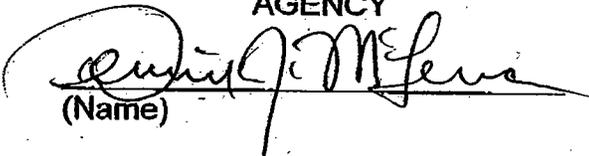
This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this agreement shall be deemed to exist or to bind any of the parties hereto.

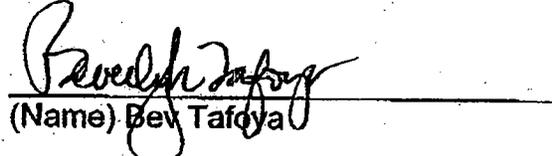
**13. EXECUTION**

We, the undersigned, agree to the terms of the foregoing Agreement.

PUGET SOUND CLEAN AIR  
AGENCY

DEPARTMENT OF PERSONNEL

  
(Name)

  
(Name) Bev Tafava

Executive Director

(Title) OD Business Manager

(Title)

10/8/04

9/25/04

Date

Date

(206) 689-4004

664-1947

Telephone Number

Telephone Number

(206) 343-7522

(360) 586-6695

FAX Number

FAX Number

n/a

47530

Mail Stop

Mail Stop

Puget Sound Clean Air Agency  
110 Union Street, Suite 500  
Seattle, WA 98101

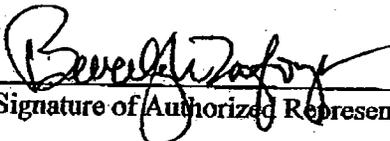
**Certification Regarding  
Debarment, Suspension and Other Responsibility Matters**

The prospective participant certifies to the best of its knowledge and belief that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. In addition, under 18 USC Sec. 1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to 5 years, or both.

Ben Tafoya, OD Business Mgr. Print  
name / title  
Typed Name & Title of Authorized Representative

 9/28/04  
Date  
Signature of Authorized Representative

I am unable to certify to the above statements. My explanation is attached