

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

AUG 21 2006  
STATE OF WASH  
DEPT OF PERSONNEL

**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 to reimburse DOP for services to be provided to the PSCAA, by MA Bell Communication, DOP External Consultant, hereinafter referred to as "the Consultant".

**3.0 PERIOD OF PERFORMANCE**

This Agreement shall become effective on August 21, 2006 and will expire on June 30, 2007, unless terminated sooner or extended as provided herein.

**4.0 STATEMENT OF WORK**

The Consultant will work one-on-one with a PSCAA employee to improve verbal communication with colleagues and external contacts by increasing the understandability of his spoken words and reducing his heavy accent. The Consultant will employ various techniques to support the employee's learning. The Consultant will utilize video of the employee's presentations to provide additional feedback.

The Consultant will conduct four sessions (an initial 2 hour session and three 1-hour sessions) to determine whether or not the Consultant's approach will support the learning goal. If deemed successful by both parties, the parties may amend this Agreement to provide for additional sessions.

Sessions will take place in the PSCAA's office during the employee's regular work hours, Monday through Friday, 6:00 a.m. – 3 :00 p.m, at times that are convenient for both parties.

PSCAA will provide use of video equipment for the sessions. All other materials will be provided by the Consultant.

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The Consultant will provide a verbal update to the PSCAA Project Manager after each session with the employee and describe the session mechanics, progress towards the goal and any other pertinent information.

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Upon completion of the 4<sup>th</sup> session, the Consultant will provide to the Project Manager a written review of the project, results and recommendations for next steps, if appropriate.

PSCAA Project Manager Information:

Maryann Renzi  
Phone: (206) 689-4041  
E-mail: [MaryannR@pscleanair.org](mailto:MaryannR@pscleanair.org)

### **Billing and Payment**

The Consultant will bill at a rate of \$250.00 per hour, plus mileage, for satisfactory performance of the work performed under this Agreement.

NOTE: Both PSCAA and the Consultant are responsible for ensuring that the work performed is within the scope of this Agreement.

## **5.0 TERMS AND CONDITIONS**

5.1 Scheduling flexibility will be allowed through mutual agreement between DOP and the PSCAA Project Manager.

## **6.0 COMPENSATION**

6.1 PSCAA shall reimburse DOP up to \$1,325.00 for consultant services, plus \$40.00 for DOP administrative fees (3% of the total contractor dollar amount). The total amount paid by PSCAA under this Agreement will not exceed \$1,365.00.

6.2 The Consultant shall use all reasonable and prudent efforts to limit travel expenses. The Consultant is subject to the specific limits established for state employee lodging when such rates are not available or attainable. The Consultant will provide a detailed breakdown of travel expenses by trip. These expenses are included in the contract value of this Agreement.

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.

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**7.0 DISPUTES**

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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.

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**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 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. AUG. 21 2006

PUGET SOUND CLEAN AIR  
AGENCY

STATE OF WASH  
DEPT OF PERSONNEL  
DEPARTMENT OF PERSONNEL

*Juda Hedstrom*  
for Dennis J. McLerran  
Executive Director

*M. Susan George*  
M. Susan George  
OD Consultant

*August 17, 2006*  
Date

*8/21/06*  
Date

(206) 689-4004  
Telephone Number

(360) 664-1965  
Telephone Number

(206) 343-7522  
FAX Number

(360) 586-6695  
FAX Number

n/a  
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47530  
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Puget Sound Clean Air Agency  
110 Union Street, Suite 500  
Seattle, WA 98101

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**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.

Mae A. Bell, President, IA Bell Communication  
Typed Name & Title of Authorized Representative

Mae A. Bell  
Signature of Authorized Representative

8/21/2006  
Date

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