

**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 to reimburse DOP for services to be provided to the PSCAA, by S. Magill Consulting, Inc., DOP External Consultant, hereinafter referred to as "the Consultant".

3.0 PERIOD OF PERFORMANCE

This Agreement shall become effective on May 21, 2007 and will expire on December 7, 2007, unless terminated sooner or extended as provided herein.

4.0 STATEMENT OF WORK

The purpose of this work is to assist Linda Hedstrom and Tina Draughon in exercising their respective responsibilities in newly effective ways that contribute to the mission and objectives of the Puget Sound Clean Air Agency. This Agreement provides for coaching as distinct from consulting in which the consultant offers expert advice on the dynamics and management of the organization.

The Consultant will support Ms. Draughon and Ms. Hedstrom's learning through leadership assessment and reflection, through identification of real time leadership patterns and by planning and practice of new approaches for leadership and work relationships. The individual is

responsible for experimenting with alternatives, adopting new behavior, and implementing identified changes.

The Consultant will perform the following services:

Phase 1: Establish the context. (10 hours)

In this phase, the Consultant will work with Ms. Draughon and Ms. Hedstrom to help them more fully understand the context in which they work. By the end of this phase, each individual will understand her own work history and current context. Examples of questions to be addressed include: what have been the high and low points of your work life, what helps and restrains your effectiveness, what is happening now that draws on past experience and that presents challenges for moving ahead, and what are the business issues and expected results related to your own roles? Coaching meetings will occur every other week with Ms. Draughon at a place determined by the Consultant and Ms. Draughon. A meeting schedule will be determined with Ms. Hedstrom.

This phase also includes using the emotional intelligence assessment developed by *LearningInAction.com* in Bellevue, Washington.

Phase 2: Real time exploration (13 hours)

In this phase, we explore emerging leadership challenges and personal patterns of response. This will be done during scheduled meetings and phone conversations. This phase uses current business interactions as the background for or subject of coaching. It includes application of the emotional intelligence assessment developed in Phase 1 and more specific feedback on behaviors and self-limiting actions. New approaches are developed and practiced.

Success in Phase 2 will be determined by Ms. Draughon and Ms. Hedstrom, together and individually, with the Consultant and based on observable changes in behavior. If each individual has been successful through Phase 2, she will continue to Phase 3. If not, the Consultant will determine next steps with the Project Manager.

Phase 3: Action planning and behavior support. (11 hours)

Coaching meetings occur less frequently, perhaps once a month, and are used to firmly anchor new approaches until they become second nature. The frequency of meetings will be determined by each individual with the Consultant. This phase also includes ending the Consultant relationship and planning for each individual's next steps. Periodic follow up coaching may be arranged.

Professional Fees

Linda Hedstrom - Six months of leadership coaching at approximately 3 hours per month for six months. As required and agreed to by Ms. Hedstrom, some of this time can be spent with the Executive Director and the entire finance team. Total time is 20 hours, including EQinAction assessment.

Tina Draughon - Initial assessment and meetings, including EQinAction assessment and meeting with Linda Hedstrom to determine if coaching will proceed for Ms. Draughon. Time = 3 hours.

Performance coaching with Ms. Draughon - Working both individually and together with Ms. Hedstrom, this coaching will focus on specific relationship and leadership issues to improve and sustain Ms. Draughon's performance as both an individual contributor and manager. Time = 14 hours over six months.

Fee summary

Linda Hedstrom for six months, approximately 20 hours	\$5000
Tina Draughon assessment	\$500
Tina Draughon coaching for six months approximately 14 hours	<u>\$3500</u>
Total agreement (34 hours)	\$9000

Billing and Payment

The Consultant will bill \$265 per hour including expenses 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.

Project Manager: Maryann Renzi, Manager, Human Resources & Organizational Development, (206) 689-4041, e-mail address MaryannR@psc Cleanair.org.

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 \$9,000 for consultant services plus \$270 for DOP administrative fees (3% of the total contractor dollar amount). The total amount paid by PSCAA under this Agreement will not exceed \$9,270.

6.2 Travel expenses are included under Section 6.1.

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

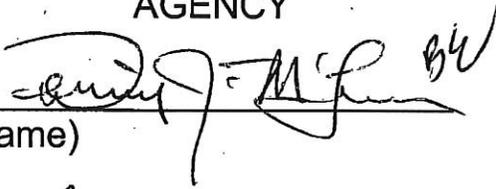
This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

13. EXECUTION

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

PUGET SOUND CLEAN AIR
AGENCY

DEPARTMENT OF PERSONNEL


(Name)


(Name) M. Susan George

 Executive Director
(Title)

5/15/07
(Title) OD Consultant

5/15/07
Date

Date

(206) 689-4004
Telephone Number

(360)664-1965
Telephone Number

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none

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Department of Personnel

600 South Franklin

Olympia, WA 98504-7530

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.

S. Magill Consulting, Inc, President
Typed Name & Title of Authorized Representative

Samuel P. Magill
Signature of Authorized Representative

5-22-07
Date

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