

**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 Versoria, a DOP External Contractor.

3.0 PERIOD OF PERFORMANCE

Regardless of the date signed, this Agreement shall become effective on December 5, 2007 and will expire on February 29, 2008 unless terminated sooner or extended as provided herein.

4.0 STATEMENT OF WORK

The Contractor will provide the following services according to a schedule developed and agreed upon by the Project Manager and the Contractor:

- I. Coaching and consulting services to Dave Kircher, Manager, Air Resources, regarding successfully balancing his job responsibilities, with particular focus on the requirements to provide substantial support to the Executive Director as well as consistent support to department staff. These services will include the following:

Data Collection and Feedback Process (approximately 3 hours)

1. Establish rapport, gather information, and determine parameters of requested support. Conversations will identify specifics regarding desired changes in the management of department staff and the challenges Mr. Kircher faces as senior, internal expert and department manager.

2. Provide the DISC assessment and review the resulting profile with Mr. Kircher and compare the resulting profile against position requirements.
3. Define the revealed performance challenges and the specific strategies for improvement.

Coaching and Individual Action Planning (approximately 7 hours)

1. Develop strategies to immediately improve management relationship with certain department staff.
2. Develop written update for the Project Manager and Linda Hedstrom, Mr. Kircher's manager, outlining Mr. Kircher's goals, planned changes, and on-going support needs.
3. Set up personal review schedule to self-monitor level of department management success and the balance of expectations from the Executive Director and staff.
4. Conduct regular meetings (in two-week and then four-week intervals) with Mr. Kircher to review quality improvement goals and progress.

- II. Work product and work production coaching services to John Anderson, Senior Engineer, Air Resources to assist him in more successfully performing his job duties. These services will include the following:

Data Collection and Feedback Process (approximately 3 hours)

1. Establish rapport. Conversations will cover personal satisfaction with production level and quality and interest in change.
2. Gather information. Review Mr. Anderson's written reports against examples deemed well done by his manager and review relevant feedback from Mr. Anderson's manager, team lead, and other partners.
3. Provide the DISC assessment, review the resulting profile with Mr. Anderson, and compare the resulting profile against position requirements.
4. Define the revealed challenges and develop strategies to immediately improve quality of project management and written reports.

Coaching and Individual Action Planning (approximately 7 hours)

5. Develop written coaching summary for the Project Manager and Dave Kircher, Mr. Anderson's manager, outlining timeframe and expected improvements, and expected on-going support needs.
6. Develop individualized support mechanisms for ongoing quality review and self-improvement.
7. Set up personal review schedule to self-monitor level of commitment and full engagement.
8. Conduct regular meetings (in two-week and then four-week intervals) with Mr. Kircher to review quality improvement goals and progress.

III. Administration: (4 hours)

Utilizing e-mail, phone calls, reports and in-person meetings. The Contractor will apprise Project Manager of coaching progress with Mr. Kircher and Mr. Anderson.

IIII. Travel Expenses – The consultant can be reimbursed for mileage to Seattle at OFM rates (\$.485 per mile)

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.

5.2 Confidentiality will be maintained.

6.0 COMPENSATION

6.1 The PSCAA shall reimburse DOP up to \$3,680 for consultant services (including DISC assessment reports) plus \$110 for DOP administrative fees (3% of the total contractor dollar amount) inclusive of expenses. The total amount will not exceed \$3,790

6.2 The contract amount includes meetings, consultation services, and travel expenses. Any additional services provided by the Consultant must be defined in a written amendment to 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, the SAO 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 the SAO and a mutually agreed upon third party. The dispute panel shall thereafter decide the dispute with the majority prevailing.

8. 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. 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.

PUGESOUND CLEAN AIR
AGENCY

Linda J. Edstrom
(Name)

Operations Director
(Title)

December 5, 2007
Date

206-689-4064
Telephone Number

206-343-7522

DEPARTMENT OF PERSONNEL

Marilyn McNeil
(Name) Marilyn McNeil

OD Consultant
(Title)

12/5/07
Date

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