

RECEIVED
ORGANIZATIONAL & EMPLOYEE DEVELOPMENT SERVICES
JAN 22 2008
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 to reimburse DOP for services to be provided to the PSCAA, by FLT Consulting, DOP External Consultant, hereinafter referred to as "the Consultant".

3.0 PERIOD OF PERFORMANCE

This Agreement shall become effective on January 22, 2008 and will expire on February 29, 2008, unless terminated sooner or extended as provided herein.

4.0 STATEMENT OF WORK

The Consultant will develop and provide training on Project Management for Project Managers, a one day presentation, on February 6, 2008 for between 10 to 25 staff members. Presentation location is at PSCAA, 1904 Third Ave, Seattle, WA.

The Training Program Will Cover The Following Topics:

(Underlined topics will receive programmatic focus):

1. Making sure you have the authority to manage the project.
2. Developing a clear problem statement and scope of work.
3. Utilizing the scope of work and work break down structure to estimate schedules and budgets.
4. Putting together a dynamite project team to do the work.
5. Identifying who needs what information communicated; and communicating with stakeholders, constituents, and project

PSCAA Contract No. 200800035

participants toward the goal of building of consensus for project findings and recommendations.

6. How to ensure quality performance.
7. Identify the components of evaluating project success.
8. Understanding the basic concepts and tools for executing, controlling, and closing a project.
9. How to launch a project.
10. How to determine if a project is on task and within budget.
11. Learning more about Quality Assurance and why is it important.
12. How to manage the project team and stakeholders.
13. Understanding how to close a project and why it is important.

The Consultant Will:

- Customize a 1-day project management program that meets the learning needs of the participants as identified in the program scope noted above. The Consultant will produce materials for review by the Project Manager no later than February 1, 2008. The Consultant will prepare all classroom materials.
- Be flexible in responding to the needs of participants "in the moment" during class presentation.
- Advise and recommend to the Project Manager additional classes, or tools that would support the classroom learning.

Goal of Training:

- Participants can identify and are able to implement new project management behaviors that will improve the quality and timeliness of their project management processes.

Cost Estimate

The cost of services performed under this Agreement is to be billed at \$235.00 per student for up to 25 students and up to five hours at \$150/hr for development time, for a total not to exceed \$7,000.

Billing and Payment

The Consultant will bill PSCAA for expenses and for satisfactory completion of the work performed as outlined under this Agreement.

PSCAA Project Manager:

Maryann Renzi
Phone: (206) 689-4041
E-mail: MaryannR@psc Cleanair.org

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 \$7,000 for consultant services, including expenses, plus \$210 for DOP administrative fees (3% of the total contractor dollar amount). The total amount paid by PSCAA under this Agreement will not exceed \$7,210.

6.2 Travel expenses are all inclusive under Section 6.1 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.

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

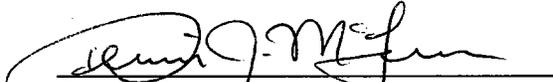
This Agreement contains all the terms and conditions agreed upon by the parties. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the parties hereto.

13. EXECUTION

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

PUGET SOUND CLEAN AIR
AGENCY

DEPARTMENT OF PERSONNEL



(Name)



(Name) Stan Freeman

Executive Director

(Title)

OD CONSULTANT DOP/OEDS
~~FLT Consulting SA~~

1/16/08

Date

1/16/2008

Date

Telephone Number

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EPA Project Control Number

U.S. Environmental Protection Agency
Washington, D.C. 20460

**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.

Faith Trimble President

Typed Name & Title of Authorized Representative

[Signature]

Signature of Authorized Representative

1-20-08

Date

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