

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

1.0 Parties to the Agreement

The provisions of this document constitute an Interagency Agreement (Agreement) between the Washington State Department of Personnel (DOP) Executive Careers and the Puget Sound Clean Air Agency (Client) pursuant to chapter 39.34 RCW.

2.0 Purpose of the Agreement

It is the purpose of this Agreement to provide for a statewide and regional executive search for the Technology Manager at the Client.

3.0 Effective Period of the Agreement

This Agreement will be effective upon signing and will be completed no later than October 1, 2009 unless terminated sooner as provided herein. This Agreement may be extended by written agreement by both parties.

Funding for work to be conducted after June 30, 2009 is contingent upon approval of funding by the Agency Board of Directors and satisfactory performance by the Consultant, and the Consultant shall not proceed to perform any work under this contract after June 30, 2009 until so authorized by the Project Manager.

4.0 Statement of Work

DOP will provide the services necessary to assure successful completion of an executive search as outlined in Attachment A, *Statement of Work*.

5.0 Compensation

5.1 Client shall pay DOP an amount not to exceed eighteen (18%) percent of the highest annual salary per recruitment for, and in completion of, the performance of all things necessary for or incidental to the work as set forth in Attachment A, *Statement of Work*.

5.2 The fee for recruitment services will be billed and paid in three installments as phases of the search and selection process are completed. The first payment will be due upon completion of duties one (1) through six (6) of Attachment A, *Statement of Work*. The second payment will be due upon completion of duties seven (7) through thirteen (13) of Attachment A, *Statement of Work*. The final payment will be due upon the completion of duties fourteen (14) through eighteen (18) of Attachment A, *Statement of Work*. Any additional expenses incurred (as stated in Section II) will also be billed to Client at cost.

5.3 If Client elects to hire a person not recruited or referred by DOP, or if it is decided that the recruitment effort be canceled, it shall be liable for payment in accordance with this Agreement for services rendered prior to the written notification of such a decision.

5.4 If, for a period of 12 months, any individuals involved in this search or decision-making process elect to place any candidate identified during this search, but not hired for the above described position, DOP will consider this a secondary placement. A placement fee will be negotiated by Client contract representative and DOP Executive Careers Program Manager.

5.5 DOP retains a proprietary interest in all candidates identified during the search and Client is prohibited from referring those candidates to any third party without the expressed written consent from the DOP Executive Careers Program Manager.

5.6 Upon receipt of properly executed vouchers, Client will, through interagency reimbursement procedures, transfer funds to DOP based on compensation as stated herein.

6.0 Rights In Data

DOP shall be the copyright owner for all purposes under Title 17 U.S.C., of all data which originates from this Agreement. Data shall include, but not be limited to reports, documents, pamphlets, advertisements, books, magazines, surveys, studies, computer programs, films, tapes, and/or sound reproductions. Ownership includes the right to use, copyright, patent, register and the ability to transfer these rights.

7.0 Records Maintenance

Each party shall maintain books, records, documents and other evidence, which sufficiently and properly reflect all direct and indirect costs expended by either party in the performance of the services described herein.

8.0 Changes, Modifications, and Amendments

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

9.0 Independent Capacity

The employees or agents of each party who are engaged in the performance of this Agreement shall continue to be employees or agents of that party and shall not be considered for any purpose to be employees or agents of the other party.

10.0 Disputes

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

11.0 Termination

Except as otherwise provided in this Agreement, either party may terminate this Agreement upon 30 days' written notification. If this Agreement is terminated, each party shall be liable only for payment in accordance with the terms of this Agreement for services rendered prior to the effective date of termination.

12.0 Termination for Cause

If for any cause, either party does not fulfill in a timely and proper manner its obligations under this Agreement, or if either party violates any of these terms and conditions, the aggrieved party will give the other party written notice of such failure or violation. The responsible party will be given the opportunity to correct the violation or failure within 15 working days. If the failure or violation is not corrected, this Agreement may be terminated immediately by written notice of the aggrieved party to the other

13.0 All Writings Contained Herein

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

14.0 Guarantee

DOP Executive Careers will guarantee all completed searches for the first ninety (90) days of employment on a pro-rated basis. Should the applicant resign or be terminated within the first thirty (30) days, with the exception of (Client) downsizing or lay-off, DOP Executive Careers will provide a second search to (Client) at no additional cost. Should the applicant resign or be terminated between day thirty-one (31) and day sixty (60) of employment, with the exception of (Client) downsizing or lay-off, DOP Executive Careers will reduce the subsequent fee by 66.67%. Should the applicant resign or be terminated between day sixty-one (61) and day ninety (90) of employment, with the exception of (Client) downsizing or lay-off DOP Executive Careers will reduce the subsequent fee by 33.33%. This guarantee is provided only if DOP Executive Careers receives written notice of resignation / termination within 5 business days of resignation / termination date, and (b) fee was paid when due.

If, within a period of twelve (12) months following the appointment, an incumbent proves to be unsatisfactory in the performance of duties due specifically to falsified education credentials, employment history, or a criminal record that should have been checked by the DOP Executive Careers staff, the DOP will complete a second search free of charge.

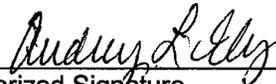
15.0 Execution

The representative for this Agreement will be Audrey Ely, Executive Careers Program Manager of the Department of Personnel, and Maryann Renzi, Human Resources and Organizational Development Manager for the Client.

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



Authorized Signature
Dennis J. McLerran



Authorized Signature
Department of Personnel

Executive Director

Title
5/27/09

Date

DOP Executive Careers Program Manager

Title
May 29, 2009

Date

Washington State Department of Personnel
(Tax ID Number: 91-0940493)

Executive Careers

Attachment A, Statement of Work

Agreement Fee: \$19,000 DOP Interagency Agreement #: PSCAA040109
(18% of the highest annual salary of \$107,000)

Client (Agency): Puget Sound Clean Air Agency
Position: Technology Manager
Contact Person: Maryann Renzi
Contact Phone: 206.689.4041
E-mail: maryannr@psc Clean Air.org
Mailstop/Address: 1904 Third Avenue, Suite 105
Seattle, WA 98101

Section I. This Attachment defines and specifies duties of the DOP Executive Careers staff as mentioned in Section 4.0, *Statement of Work*, of the Interagency Agreement:

Phase One: Value to be billed: 33%

1. Initial consultation; with the Client's input, developing a complete job announcement and skills matrix, incorporating questionnaire replies and edits from Client.
2. Creating an advertising plan to include publishing the job announcements, website ads and publications of DOP's choosing.
3. Creating the outreach and marketing strategy.
4. Writing and maintaining the recruitment schedule.
5. Begin electronic file to maintain and store all books, records and recruitment materials.
6. Composing and E-mailing letters with job announcement to targeted sources.

Phase Two: Value to be billed: 33%

7. Networking via multiple sources to identify potential candidates.
8. Identifying and contacting diverse pool of candidates.
9. Collecting, organizing, and acknowledging candidates who apply.
10. Assessing all candidates who apply for the position.
11. Making recommendations to the Client on the best qualified candidates.
12. Determining the interview schedules and format.
13. Developing interview questions in collaboration with Client.

Phase Three: Value to be billed: \$ 33%

14. Coordinating interview schedule with selected candidates, Client and/or panel members at Client-designated site.
15. Producing and delivering interview panel books. Facilitate entire interview process.
16. Completing background and reference checks on top three finalists. DOP Executive Careers uses a private firm to verify a candidate's background. These include, but are not limited to educational credentials, employment, social security, criminal convictions and pending litigation. The fee for these services is included in the base Agreement fee.
17. Reporting findings of background and reference checks to the Client.
18. Contract covers all associated search expenses such as research, materials, printing, fax reproduction cost, long distance, and postage. *Contract does not cover any costs associated with travel, interview location and/or Client requested advertisements (See items in Section II).*

NOTE: All items referred to in Section I of this Statement of Work are covered in the Agreement Fee amount listed and cover all associated search expenses such as research, materials, printing, fax reproduction cost, long distance, and postage.

There are additional items of fiscal consideration that are NOT covered in the Agreement fee.

They are listed below in Section II of this Statement of Work.

Section II. *Search expenses NOT covered by Agreement Fee and to be billed to Client at cost.*

1. *Travel expenses and per diem:* *The Client is responsible for all costs associated with interviewee or panel member travel which may include airline, rental car, hotel and per diem expenses in accordance with OFM rules and regulations.*
2. *Interview Location:* *Any costs associated with interview location will be the responsibility of the Client which may include mileage reimbursement, tolls, parking fees, and facilities rental.*
3. *Advertising:* *DOP Executive Careers will develop the advertising plan, create and place all ads. The costs of the DOP recommended advertisements are included in the cost of this Agreement. The Client is only responsible for any additional advertising they specifically request.*



Puget Sound Clean Air Agency
1904 3rd Ave., Ste 105
Seattle, WA 98101

RECEIVED

JUN 15 2009
Puget Sound
Clean Air Agency

**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.

Audrey Ely, Executive Careers Program Manager

Typed Name & Title of Authorized Representative

Audrey Ely
Signature of Authorized Representative

June 8, 2009
Date

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