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ORGANIZATIONAL & PERSONNEL DEVELOPMENT SERVICES
JUL 13 2007
STATE OF WASH
DEPT OF PERSONNEL

DOP Agreement Number: IA00031041
TESC Agreement Number: IA00031041
Amendment IA00031041A

INTERAGENCY AGREEMENT
BETWEEN
STATE OF WASHINGTON
DEPARTMENT OF PERSONNEL
AND
THE EVERGREEN STATE COLLEGE

This Agreement, pursuant to the Interlocal Cooperation Act, Chapter 39.34 Revised Code of Washington (RCW), is made and entered into by and between the Department of Personnel (DOP), and the The Evergreen State College (TESC).

The TESC staff member responsible for management of this Agreement is:

Name: Theresa A. Aragon, PH.D.
Title: Dean of Extended Education & Summer School
Telephone Number: 360-867-6840
FAX Number: 360-867-6794
E-mail Address: aragont@evergreen.edu

The DOP Program Manager responsible for the management of this Agreement is:

Name: Kristi Morrish
Title: Organizational Leadership Effectiveness Manager
Telephone Number: 360-664-1971
FAX Number: 360-586-6695
E-mail Address: kristim@dop.wa.gov

DOP and TESC will collaboratively work together to develop and implement curriculum for the Leadership and Management training. These programs will focus on developing leadership and management skills for employees of the State of Washington. Traditional elements of management programs such as decision-making, strategic planning, organizational behavior and conflict management as well as skills and content specific to Washington State government will be incorporated throughout the program. Skill development and enhancement of critical thinking and analytical skills will occur through case studies, lecture, exercises, projects and problem solving.

STATEMENT OF WORK

DOP will work with The Evergreen State College to develop programs for improving leadership and management employees by the State of Washington. Work orders will be issued against this Agreement as the work is mutually agreed upon.

PERIOD OF PERFORMANCE

Subject to its other provisions, the period of performance of this Agreement shall commence on February 1, 2006, and be completed on June 30, 2009, unless terminated sooner as provided herein. This Agreement may be extended by written, mutual agreement by both parties.

COMPENSATION

Compensation for the work provided in accordance with this Agreement has been established under the terms of RCW 39.34.130. The parties have estimated that the cost of accomplishing the work herein will not exceed \$500,000.00. Payment for satisfactory performance of the work shall not exceed this amount unless the parties mutually agree in writing to a higher amount prior to the commencement of any work which will cause the maximum payment to be exceeded. Compensation for service(s) shall be based on the following rates or in accordance with the following terms, or as set forth in accordance with the budget in Attachment B, *Statement of Work*, which is attached hereto and incorporated herein.

BILLING PROCEDURE

TESC shall submit invoices after sessions. Payment for approved and completed work will be made by warrant or account transfer by DOP within thirty (30) days of receipt of the invoice. Upon expiration of this Agreement, any claim for payment not already made shall be submitted within thirty (30) days after the expiration date or the end of the fiscal year, whichever is earlier.

RECORDS MAINTENANCE

The parties to this Agreement shall each 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. These records shall be subject to inspection, review or audit by personnel of parties, other personnel duly authorized by either party, the Office of the State Auditor, and federal officials so authorized by law. All books, records, documents, and other material relevant to this Agreement will be retained for six years after expiration and the Office of the State Auditor, federal auditors, and any persons duly authorized by the parties shall have full access and the right to examine any of these materials during this period.

Records and other documents, in any medium, furnished by one party to this Agreement to the other party, will remain the property of the furnishing party, unless otherwise agreed. The receiving party will not disclose or, make available, this material to any third parties without first giving notice to the furnishing party and giving it a reasonable opportunity to respond. Each party will utilize reasonable security procedures and protections to assure that records and documents provided by the other party are not erroneously disclosed to third parties.

RIGHTS IN DATA

Unless otherwise provided, data which originates from this Agreement shall be "works for hire" as defined by the U.S. Copyright Act of 1976 and shall be owned by DOP. 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 copyright, patent, register, and the ability to transfer these rights.

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.

AGREEMENT ALTERATIONS AND AMENDMENTS

This Agreement may be amended by mutual Agreement of the parties. Such amendments shall not be binding unless they are in writing and signed by personnel authorized to bind each of the parties.

INDEMNIFICATION

Each party to this Agreement shall be responsible for its own acts and/or omissions and those of its officers, employees or agents. No party to this Agreement shall be responsible for the acts and/or omissions of entities or individuals not a party to this Agreement.

TERMINATION

Either party may terminate this Agreement upon thirty (30) days' prior written notification to the other party. If this Agreement is so terminated, the parties shall be liable only for performance rendered or costs incurred in accordance with the terms of this Agreement prior to the effective date of termination.

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 fifteen (15) working days. If failure or violation is not corrected, this Agreement may be terminated immediately by written notice of the aggrieved party to the other.

DISPUTES

Except as otherwise provided in this Agreement, when a dispute arises between the parties and it cannot be resolved by direct negotiation, the parties agree to participate in mediation in good faith. The mediator shall be chosen by agreement of the parties. If the parties cannot agree on a mediator, the parties shall use a mediation service that selects the mediator for the parties. Nothing in this Agreement shall be construed to limit the parties' choice of a mutually acceptable alternative resolution method such as a disputes hearing, a Dispute Resolution

Board, or arbitration. Either of the parties may request intervention by the Governor, as provided by RCW 43.17.330, in which event the Governor's process will control.

GOVERNANCE

This Agreement is entered into pursuant to and under the authority granted by the laws of the state of Washington and any applicable federal laws. The provisions of this Agreement shall be construed to conform to those laws.

In the event of an inconsistency in the terms of this Agreement, or between its terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

- a. Applicable state and federal statutes and rules;
- b. Work Orders "proposal";
- c. Statement of Work; and
- d. Any other provisions of the Agreement, including materials incorporated by reference.

ASSIGNMENT

The work to be provided under this Agreement, and any claim arising thereunder, is not assignable or delegable by either party in whole or in part, without the express prior written consent of the other party, which consent shall not be unreasonably withheld.

WAIVER

A failure by either party to exercise its rights under this Agreement shall not preclude that party from subsequent exercise of such rights and shall not constitute a waiver of any other rights under this Agreement, unless stated to be such in a writing signed by an authorized representative of the party and attached to the original Agreement.

SEVERABILITY

If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this Agreement, and to this end the provisions of this Agreement are declared to be severable.

AGREEMENT MANAGEMENT

The program manager for each of the parties shall be responsible for and shall be the contact person for all communications and billings regarding the performance of this Agreement.

ALL WRITINGS CONTAINED HEREIN

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.

IN WITNESS WHEREOF, the parties have executed this Agreement.

State of Washington
Department of Personnel

The Evergreen State College

By: David R. Dobson
Please Print

By: Theresa A. Hragain
Please Print

Title: _____

Title: Dean of Extended Education & Summer School

Signature: [Handwritten Signature]

Signature: [Handwritten Signature]

Date: 9-27-07

Date: 7-10-07

BOILERPLATE APPROVED AS TO FORM
Suzanne Shaw, AAG
July 22, 2005
Approval on File

STATEMENT OF WORK

PROJECT OR TASK OBJECTIVES

DOP and TESC will collaboratively work together to develop and implement Leadership and Management training. These programs will focus on developing leadership and management skills for managers employed by the State of Washington. The program will examine organizations as interdependent within their economic, political and social environment and will assess management and leadership in the context of contemporary technological advances and globalization. Traditional elements of management programs such as decision-making, strategic planning, organizational behavior and conflict management as well as skills and content specific to Washington State government will be incorporated throughout these programs. Skill development and enhancement of critical thinking and analytical skills will occur through case study, exercises, lecture, projects and problem solving.

PROJECT PLAN

- Timelines and Milestones: Timelines and/or milestones for each deliverable will be specifically outlined in the corresponding Work Order "proposal" issued against this Agreement.
- Deliverables: The details for each deliverable will be specifically outlined in Work Orders "proposal" issued against this Agreement. Such detail shall include, but not be limited to: Delivery of course(s) course development, and payment provisions.

STANDARD OF PERFORMANCE AND ACCEPTANCE CRITERIA

- Acceptance Criteria: Acceptance criteria for each deliverable will be outlined in Work Orders "proposal" issued against this Agreement.
- Acceptance Process: Acceptance processes for each deliverable will be outlined in Work Orders "proposal" issued against this Agreement.

TESC ROLES AND RESPONSIBILITIES

- Create the training process/handouts/publications/activities, as specified in the proposal issued against this Agreement;
- Perform all training on the mutually agreed upon days up to 30 participants per session;
- Send complete invoices for specific work order against this Agreement to DOP in accordance with the terms of this Agreement

DOP ROLES AND RESPONSIBILITIES

- Co-manage all content
- Coordinate course enrollment
- Send out all participant related information

COMPENSATION AND PAYMENT

- **Payment:** Payment provisions for each deliverable will be outlined in the Work Orders issued against this Agreement. Under this agreement TESC will invoice for \$21,845.00, per session for 2 years, when conducted in the Puget Sound region. If not in the Puget Sound area, TESC will invoice for \$21,845.00 per session.
- **Budget:** The total consideration for this Agreement shall not exceed \$500,000.00 unless an increase is mutually agreed upon in writing.

