



# CONTRACTS & AGREEMENTS

## ECM INDEX DATA

INTRLOC\_00     KING COUNTY - SPECIAL PROJECT MANAGER

File Location

Vendor Name

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**Vendor Name:**     KING COUNTY - SPECIAL PROJECT MANAGER

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**Term Date:**         12/31/2018

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**Related CR#:**        \_\_\_\_\_

**Ordinance:**         \_\_\_\_\_

**Resolution:**        \_\_\_\_\_

**Leg Date:**            \_\_\_\_\_

**Vendor #:**            \_\_\_\_\_

**Description:**        ASSIGNMENT OF SPECIAL PROJECT MANAGER  
TO WORK ON CITY PROJECTS

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KING COUNTY  
12/31/2018

Notes:

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INTERLOCAL AGREEMENTS  
12/31/2099  
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AGREEMENT FOR PROJECT SERVICES

This Agreement is made between the City of Bellevue (hereinafter the "City") and King County (hereinafter the "County").

Whereas, the City and the County desire to provide learning and development opportunities for key staff of both parties that adds value and benefits by providing opportunities for staff from one agency on projects of the other agency;

Whereas, an opportunity currently exists for King County to provide one of its Special Project Managers to work on City projects as a pilot for this staff development program

Now, therefore, the parties hereto agree as follows:

1. ASSIGNMENT OF SPECIAL PROJECT MANAGER

Effective 6/2/14, the County assigns its Special Project Manager Cindy West [name] (hereafter Special Project Manager) to a work location at the City of Bellevue to work on designated City projects.

2. STATEMENT OF VALUE OF PILOT PROGRAM

Through collaborative discussions between the City and the County, the parties have determined that there exists mutual learning and development opportunities when staff from one agency is assigned to work on projects with staff at the other agency. It is anticipated that such assignments will benefit the assigning agency through its employee bringing back to the agency post assignment new ideas for process improvements and programs. Both entities will get the value of loaned employees' skills and knowledge on City and County projects.

The Special Project Manager shall bring her skills and knowledge to existing or newly created projects under the office of the Director of Intergovernmental Relations.

The Special Project Manager will share her experience in the loaned executive program, in twice monthly check-ins with the County, as well as participate in a debriefing with the County to enable the County to refine the program for further use. The County will therefore get the value of the pilot itself through a program assessment to determine the feasibility of using this "role immersion" program for leadership and staff

development more broadly, given the County's retirement exposure in its leadership ranks.

3. DURATION OF ASSIGNMENT

It is anticipated that the Special Project Manager will be assigned to work four days a week at the City of Bellevue through October 3, 2014, unless either party notifies the other party that the opportunity will end sooner as provided below.

4. STATUS AS COUNTY EMPLOYEE: SUPERVISION

The Special Project Manager shall at all times pertinent to this agreement be an employee of the County only. The performance of project services at the City shall be under the general guidance of and collaboration with the City's Director of Intergovernmental Relations; however, the Special Project Manager shall at all times pertinent to this Agreement be under the supervision of County staff.

5. COMPENSATION AND BENEFITS

The County shall be responsible for the full payment of the Special Project Manager's salary and benefits. The Special Projects Manager shall be governed by the County's laws, rules and regulations related to employment while on assignment at the City.

The City shall have no obligation to reimburse the County for the salary, benefits or expenses of the Special Project Manager under this Agreement.

6. HOLD HARMLESS / INDEMNIFICATION

While assigned to work at the City of Bellevue or while performing any duties contemplated under this Agreement, the County shall indemnify and hold the City and its elected officials, officers, employees and/or agents harmless from all suits, claims, losses or liabilities, including attorney's fees and costs; for or on account of injuries or damages sustained by any persons or to anyone's property resulting from the acts or omission of the Special Project Manager or the County; or on account of claims brought by or on behalf of the Special Projects Manager, including but not limited to any claims filed for workers compensation benefits; federal or state wage and hour claims; claims for salary and or benefits owed; claims for violation of federal or state employment discrimination laws and/or claims for unpaid taxes or other wage

deductions. Further, the County, by mutual negotiation, hereby waives, as respects the City only, any immunity that would otherwise be available against such claims under the industrial insurance provision of Title 51 RCW. Provided further, such hold harmless/indemnification shall apply to any of the aforesaid claims for damages or injuries resulting from the sole or concurrent negligence of the City or its elected officials, officers, employees and/or agents, but not apply to the willful misconduct of the City or its elected and appointed officials, officers, employees and agents. In the event the City obtains any judgment or award, and/or incurs any cost arising therefrom, including attorneys' fees and costs, to enforce the provisions of this Paragraph, all such fees, expenses, and costs shall be recoverable from the County.

7. TERMINATION

Either party may terminate this Agreement immediately upon written notice to the other party.

8. AMENDMENTS

The parties hereto expressly reserve the right to modify this agreement. No modification or amendment of the terms of this agreement shall be effective unless in writing and signed by authorized representatives of the parties.

9. ENTIRE AGREEMENT

Both parties agree that this agreement is the complete expression of the terms hereto, and that any oral representations or understandings not incorporated herein are excluded.

10. Execution

We, the undersigned, agree to the terms of the foregoing Agreement. This Agreement may be signed in counterparts, each of which shall be deemed an original, and all of which taken together, shall be deemed one and the same document. Proof of execution may be provided to the other party by PDF or facsimile with executed hard copy mailed promptly.

By

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Brad Miyake  
Assistant City Manager

By

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King County