



# CONTRACT #060097-00

Original

External Review

[Help](#)

## Messages

- None

## Review Path

Date/Time	Delivered To (phone #)	Reviewed By	Action	Action Date
03/07/2008 03:36 PM	Susan L Wahlberg Initiator - (798-6174)	Susan L Wahlberg	Approve	03/07/2008 03:36 PM
03/07/2008 03:36 PM	Denise M Greer Prosecuting Attorney - (798-7748) Susan L Wahlberg Dept Contact - for Contractor Signature - (798-6174) Mark J Maenhout Risk Management - (798-6281) Julie A Smith Contract Coordinator - (798-7734) Patrick L Kenney Director of Budget & Finance - (798-7450)			

## General Information

**Contract Title:** Training Resource and Information Network (TRAIN) Agreement  
**Contract Type:** Miscellaneous - Miscellaneous (Other)  
**Department:** HUMAN RESOURCES (001.155)  
**Contact:** Susan L Wahlberg (798-6174)

## Vendor Information

**Vendor Name:** TACOMA PIERCE COUNTY HEALTH DEPARTMENT (104609 - Governmental Entity - EIN - 91-1488160)

## Vendor Information (Current Modification #0)

**Vendor Name:** TACOMA PIERCE COUNTY HEALTH DEPARTMENT (104609 - Governmental Entity - EIN - 91-1488160)

## Contract Value

**Original Amount:** \$0.00  
**Total Contract Value:** \$0.00

**Payment Terms:** Due Upon Receipt

## Contract Term

**Current Period of Performance:** 01/01/2008 to 12/31/2012  
**Original Period of Performance:** 01/01/2008 to 12/31/2012  
**Renewal Option:** Automatic Annual Renewal

## Checklist Questions

- Does the Contractor require the Executive's signature in lieu of any designee?  YES  NO
- Interpreter Service?  YES  NO
- Is Scope Computer Related?  YES  NO
- Related to legal representation?  YES  NO
- Will Pierce County ALWAYS sign before the contractor?  YES  NO

## Comments

**Susan L Wahlberg (03/07/2008)**  
 The TRAIN Agreement endeavors to improve the quality of public services by developoing, accessing, and expanding learning resources for public agencies and their employees.

BARS Information

Eff. Yr	BARS Account	BARS Description	Enc/Alloc Amount
---------	--------------	------------------	------------------

Insurance/Bond Information

Type	Certificate #	Company	Exp. Date	Bond Amount
------	---------------	---------	-----------	-------------

Modification Information

Mod #	Modification Type	Start Date	End Date	Max Amt Adj	Vendor Name
0	Original	01/01/2008	12/31/2012	\$0.00	TACOMA PIERCE COUNTY HEALTH DEPARTMENT

## THE TRAINING RESOURCE AND INFORMATION NETWORK (TRAIN) AGREEMENT

**THIS AGREEMENT** is entered into this day by and between the Member Agencies who are public agencies and signatories to this Agreement. The term of this Agreement shall commence on the 1st day of January, 2008, and shall, unless terminated elsewhere in accordance with this Agreement, terminate on the 31<sup>st</sup> day of December, 2012.

### RECITALS

The parties desire to improve the quality of public services by developing, accessing and expanding learning resources for the Member Agencies and their employees;

As recipients of public tax dollars, the parties are obligated to the citizens of their communities to wisely and effectively use the funds under their control to train, develop and retain quality employees;

The parties provide similar services to the public and their employees require similar learning opportunities to maintain an excellent level of knowledge, skills, abilities and service;

The needs of each party's jurisdiction are similar and the ability to meet those needs varies;

Through careful and creative sharing of the parties' various resources all Member Agencies can expand their capacity to offer training and development services to their employees, expand their resource pool, and avoid duplication of services;

NOW, THEREFORE, in consideration of the terms and conditions contained herein, and of the mutual benefits and obligations set forth herein, it is mutually agreed between the parties as follows:

### TERMS OF THE AGREEMENT

**SECTION 1. PURPOSE.** The purpose of TRAIN shall be to improve the quality of public services by developing, accessing and expanding learning resources for public agencies and their employees.

**SECTION 2. PARTIES' OBLIGATIONS.** The parties shall provide services to TRAIN as set forth in this Agreement.

**SECTION 3. TERM OF THE AGREEMENT.** The Agreement shall be effective as to each party upon signature and until such time as the party provides notice of termination of its participation, according to the Notice Provisions of this Agreement. Termination will be effective immediately unless there is an active agreement obligating

that party to a service or event. In that event, the termination will be effective when the agreement has been fulfilled.

**SECTION 4. INDEMNIFICATION AND DEFENSE.** Member Agencies when providing or utilizing resources or services pursuant to this agreement shall defend, indemnify, and save harmless other Member Agencies, their officers, employees, and agents from any and all costs, claims, judgments, or awards of damages, resulting from the negligent acts or omissions of the Member Agency, its officers, employees, or agents associated with this Agreement, except as provided herein. In executing this Agreement, the Member Agencies do not assume liability or responsibility for or in any way release other Member Agencies from any liability or responsibility which arises in whole or in part from the existence or effect of a Member Agency's ordinances, rules, regulations, resolutions, customs, policies, or practices (hereinafter, "regulations"). If any cause, claim, suit, action or administrative proceeding is commenced in which the enforceability and/or validity of any such regulation is at issue, that Member Agency shall defend such claims at its sole expense, and if judgment is entered or damages are awarded solely on such claims against that Member Agency, another party or other parties, that Member Agency shall satisfy the same, including all chargeable costs and attorney's fees. If any cause, claim, suit, action or administrative proceeding is commenced by a Member Agency's employee, in which another Member Agency's training content and/or the adequacy of the training is at issue, the employing Member Agency shall defend such claims at its sole expense, and if judgment is entered or damages are awarded solely on such claims against another Member Agency, the employing Member Agency shall satisfy the same, including all chargeable costs and attorney's fees. It is further provided that no liability shall attach to any Member Agency by reason of entering into this agreement, except as expressly provided herein.

**SECTION 5. NO THIRD-PARTY BENEFICIARY.** The Members of the TRAIN network do not intend by this Agreement to assume any contractual obligations to anyone other than the Members as set forth in this Agreement. The Member Agencies do not intend that there be any third-party beneficiary to this Agreement.

**SECTION 6. INSURANCE COVERAGE.** The Member Agencies shall maintain at all times during the course of this Agreement either a Commercial general liability insurance policy of \$1,000,000 or self insured comparable coverages.

**SECTION 7. NON-DISCRIMINATION.** The parties certify that they are Equal Opportunity Employers.

**SECTION 8. ASSIGNMENT.** No party shall have the right to transfer or assign, in whole or in part, any or all of its obligations and rights hereunder without the prior written consent of all other parties.

**SECTION 9. NOTICE PROVISIONS.** Any formal notice or communication to be given by a Party under this Agreement shall be deemed properly given if e-mailed,

delivered or mailed postage prepaid and addressed to the signatories to this Agreement at the addresses specified herein.

**SECTION 10. RELATIONSHIP OF THE PARTIES.** The parties intend that an independent contractor/governmental agency relationship be created by this Agreement. Nothing contained herein shall be construed as creating the relationship of employer and employee or principal and agent between any of the parties and another party's agents or employees. Each party shall retain all of its authority for rendering services, standards of performance, control of personnel, and other matters incident to the performance of this Agreement.

Nothing in this Agreement shall make any employee of a party an employee of another party for any purpose including, but not limited to, withholding of taxes, payment of benefits, worker's compensation pursuant to Title 51 RCW, or any other rights or privileges accorded to any party's employees by virtue of their employment with that party.

**SECTION 11. WAIVER.** No waiver by any party of any term or condition of this Agreement shall be deemed or construed to constitute a waiver of any other term or condition or of any subsequent breach, whether of the same or a different provision of this Agreement.

**SECTION 12. ENTIRE AGREEMENT.** This Agreement contains all of the Agreements of the Parties with respect to any matter covered or mentioned in this Agreement and no prior agreements shall be effective for any purpose.

**SECTION 13. CONTRACT ADMINISTRATION.** Pierce County shall be responsible for maintaining this original contract and for providing notice of additional Members to the other Members.

**SECTION 14. CONTRACT NOTIFICATION.** All changes, additions, deletions, amendments or termination will be delivered to Pierce County Human Resources Department at 615 South 9<sup>th</sup> St. Suite 200, Tacoma, WA. 98405.

**SECTION 15. AMENDMENT.** Provisions within this Agreement may be amended with the mutual consent of the parties hereto; however, new Member Agencies to this Agreement may be added by Pierce County at any time without the mutual consent of the parties and shall be effective for the remainder of the contract term. No other additions to or alterations of the terms of this Agreement shall be valid unless made in writing, formally approved and executed by duly authorized agents of the parties.

**SECTION 16. NO REAL PROPERTY ACQUISITION OR JOINT FINANCING.** This Agreement does not provide for the acquisition, holding, or disposal of real property. Nor does this Agreement contemplate the financing of any joint or cooperative undertaking. There shall be no budget maintained for any joint or cooperative undertaking pursuant to this Agreement.

**SECTION 17. SEVERABILITY.** If any of the provisions contained in this Agreement are held illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect.

**SECTION 18. FUTURE NON ALLOCATION OF FUNDS.** Notwithstanding any other terms of this Agreement, if sufficient funds are not appropriated or allocated for payment under this contract for any future fiscal period, the Member Agency will not be obligated to make payment for services or amounts after the end of the fiscal period through which funds have been appropriated and allocated, unless authorized by the legislative authority. No penalty or expense shall accrue to the Member Agencies in the event this provision applies.

**SECTION 19. GUIDING PRINCIPLES.**

1. Each party has proprietary "rights" to their own resources.
2. Each party identifies their own resources to be included in the pool.
3. Member Agencies "join" by requesting or offering resources or services and agreeing by signature of authorizing agent to the guiding principles and procedures of this Agreement. Member Agencies will each designate a representative to TRAIN who will be authorized to enter into this agreement.
4. This agreement is subordinate to other existing agreements or contracts including collective bargaining agreements, and federal, state or local laws.
5. This Agreement shall not relieve any public agency of any obligation or responsibility otherwise imposed upon it by law.

**SECTION 20. DEFINITIONS.** The following, as defined herein, may be utilized by the TRAIN network:

**Open Services:** When there is no significant cost incurred by the providing Member Agency such as space available in scheduled courses.

**Shared Resources:** Those resources identified by the Member Agency available to the network which may include:

**Services:** Trainers, facilitators, mediators, consultants

**Resources Purchased by TRAIN Agency Members:** Videos, curricula, materials provided that each entity shall comply with any procurement and/or bidding requirements applicable to that entity.

**Resources Created by Member Agencies:** Videos, curricula, training materials, online courses.

**Existing Resources:** Space, materials, videos, books.

**Tailored services:** Services provided when one Member Agency provides services exclusively to another and tailored to that jurisdictions' needs. Charges for tailored services will be for actual expenses (staff time, materials, costs incurred). This could include training, facilitation, consultation and mediation.

**Shared Events:** Conferences, workshops, presentations, seminars.

**Other:** Resources and services deemed appropriate by the parties.


**SECTION 21. ARRANGEMENT FOR SERVICES.** Services can be arranged through a letter of agreement or engagement, a job order, or a purchase order from one authorized TRAIN Agency Member to another, under the agency's applicable purchasing procedures, by referencing this agreement. Such letters or orders will outline the scope of services to be provided, dates of delivery and terms of payment if appropriate.

**SECTION 22. PAYMENT FOR SERVICES.** Any payment for services will reference this agreement and follow participating agency procedures. Payment may be on a cost per participant basis, cost based on expected level of participation or actual cost for materials consumed.


IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on the dates indicated:

**PIERCE COUNTY:**

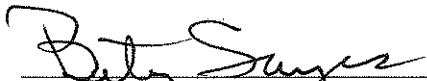
Approved As to Legal Form Only:

 3/17/08  
Prosecuting Attorney Date

Recommended:

 3-26  
Budget and Finance Date

**Approved:**

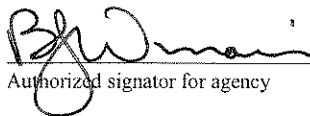
 3-10-08  
Department Director Date  
(less than \$250,000)

N/A

\_\_\_\_\_  
County Executive (over \$250,000) Date

Tacoma-Pierce County Health Department  
3629 South "D" Street  
Tacoma, WA 98418-6813

Contract #0097 / TRAIN 08



Authorized signator for agency

Barbara J. ("Joby") Winans

03/07/08

Date

to be identified by agency

Date

Printed name/Title

to be identified by agency (as to form only)

Date

Printed name/Title

Notification provided to:

Name: Barbara ("Joby") Winans

Address: 3629 South "D" Street  
Tacoma, WA 98418-6813

Telephone: (253) 798-2853

Fax: (253) 798-7627

E-mail: [jwinans@tpchd.org](mailto:jwinans@tpchd.org)