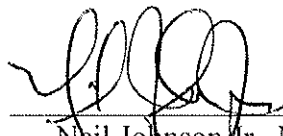


**RESOLUTION NO. 1694**

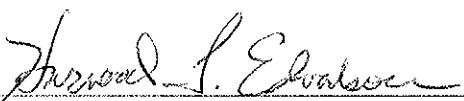
**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BONNEY LAKE,  
PIERCE COUNTY, WASHINGTON, AUTHORIZING THE MAYOR TO SIGN A  
PARTICIPATION AGREEMENT WITH TRAINING RESOURCE AND  
INFORMATION NETWORK**

The City Council of the City of Bonney Lake, Washington, does hereby resolve that the Mayor is authorized to sign the Training Resource and Information Network (TRAIN) Interlocal Agreement.

**PASSED** by the City Council this 22<sup>nd</sup> day of May, 2007.

  
\_\_\_\_\_  
Neil Johnson Jr., Mayor

ATTEST:

  
\_\_\_\_\_  
Haywood T. Edvalson, City Clerk

APPROVED AS TO FORM:

  
\_\_\_\_\_  
James Dionne, City Attorney

**The Training Resource And Information Network (TRAIN)**  
**Interlocal Agreement**

**THIS AGREEMENT** is entered into this day by and between the Member Agencies who are public agencies and signatories to this Agreement.

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

WHEREAS, 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;

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

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

WHEREAS, 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;

WHEREAS, the parties are all public agencies and would be mutually advantaged by cooperating in the provision of services.

NOW, THEREFORE, in consideration of the terms and conditions contained 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 non-renewal or termination of its participation, according to the Notice Provisions of this Agreement. Non-renewal or termination will be effective immediately unless there is an active letter of agreement obligating that party to a service or event. In that event, the non-renewal or termination will be effective when the letter of agreement has been fulfilled.

**SECTION 4. INDEMNIFICATION AND DEFENSE.** Member Agencies 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 acts or omissions of the Member Agency, its officers, employees, or agents associated with this Agreement. 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.

SECTION 5. NO THIRD-PARTY BENEFICIARY. The TRAIN network does not intend by this Agreement to assume any contractual obligations to anyone other than the Members as set forth in this Agreement, and the Members do not intend by this Agreement to assume any contractual obligations to anyone other than the TRAIN Member Agencies as set forth in this Agreement. The network and 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 or non-renewals 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. 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 renew this agreement annually by signature in November for the following calendar year.
4. This agreement is subordinate to other existing interlocal agreements, 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 19. 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, on-line 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 20. ARRANGEMENT FOR SERVICES. Services can be arranged through a letter of agreement or engagement from one authorized TRAIN Agency Member to another referencing this contract. Such letters would outline the scope of services to be provided, dates of delivery and procedures for payment if appropriate.

SECTION 21. PAYMENT FOR SERVICES. Any payment for services will reference this contract 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  
CONTRACT SIGNATURE PAGE**

TRAIN Interlocal Agreement – (Open-Ended)

Contract #52238

IN WITNESS WHEREOF, the parties have executed this Agreement this 28<sup>th</sup> day of October, 2005.

**PIERCE COUNTY:**

Approved as to legal form only:

By Denise Green 10/10/05  
Deputy Prosecuting Attorney Date

Recommended:

By W. P. Kenney 10-28  
Budget & Finance Date

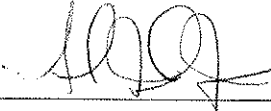
**Approved:**

By R. S. Sayers 10/3/05  
Department Director Date  
(less than \$250,000)

By N/A  
Pierce County Executive Date  
(\$250,000 or more)

**City of Bonney Lake**  
**P.O. Box 7380**  
**Bonney Lake, WA 98391-0094**

**Contract # 52238/TRAIN 06**



\_\_\_\_\_  
Authorized signator for agency

Neilan Johnson, Jr., Mayor

5/22/07

\_\_\_\_\_  
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: Neilan Johnson, Jr., Mayor

Address: P.O. Box 7380  
Bonney Lake, Washington 98391-0094

Telephone: (253) 447-4331

Fax: (253) 862-8538

E-mail: youngj@ci.bonney-lake.wa.us