

City of Mercer Island and Mercer Island School District 2020-2021 Interlocal Agreement for Counseling Services

THIS INTERLOCAL AGREEMENT ("Agreement") is entered into by and between Mercer Island School District No. 400 ("District") and the City of Mercer Island, a municipal corporation of the State of Washington ("City") (collectively, "Parties") pursuant to and as authorized by the Interlocal Cooperation Act (Chapter 39.34 RCW).

WHEREAS, the District desires to obtain comprehensive counseling services in an economical and efficient manner; and

WHEREAS, the City provides comprehensive counseling services through its Department of Youth and Family Services ("YFS"); and

WHEREAS, the City Council has determined that the public health, welfare, and safety is enhanced by delivering these services; and

WHEREAS, the Parties desire to enter into this Interlocal Agreement to set forth the terms and conditions under which such counseling services shall be provided by the City to the District;

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, to be kept, performed and fulfilled by the respective Parties hereto, and other good and valuable consideration, it is mutually agreed as follows:

Scope of Services

1. **Purpose.** The purpose of this Agreement is to enable the City and the District to cooperatively provide comprehensive counseling services to the students of the District to the mutual advantage of the Parties and the benefit of the community.
2. **Duration/Termination.** This Agreement shall commence on September 1, 2020 and terminate on August 31, 2021, provided, however, that the City or the District may terminate the Agreement upon giving thirty (30) days written notice to the other party.

If the Agreement is terminated as provided in this section, the District shall be liable only for payment in accordance with the terms of this Agreement for services rendered prior to the effective date of termination and the City shall be released from any obligation to provide such further service pursuant to the Agreement as of the effective date of the termination.

3. Services to be Provided.

- 3.1 The City will provide the equivalent of seven (7) counselors from YFS to perform services at District facilities and/or through virtual platforms (i.e. remote video-conferencing) if such facilities are unavailable. The seven counselors are as follows:
 - four elementary school counselors,
 - one middle school counselor,
 - one high school counselor, and
 - one high school alcohol/drug specialist.

- 3.2 Each counselor will provide the District with 32 hours/week during the District's 2020-21 academic year.
 - 3.3 The counselors shall provide services which include, but shall not be limited to the following: assistance with personal problems of students; individual and group counseling with students; family and parental counseling on a short term basis; delivering group curricula as requested by school staff and when appropriate; alcohol and other drug prevention/ intervention services, and consulting with the District staff concerning student behavior, including participation, when appropriate, on Student Study Teams (SST) and/or Building Guidance Teams (BGT).
 - 3.4 The City may also provide 20 hours per week of middle school mental health/prevention support services through unpaid clinical internship(s) under the direct supervision of a qualified, licensed YFS staff.
 - 3.5 Services will be provided in person, in classroom, and/or via virtual platforms (or a combination of the three) determined upon mutual consideration of the needs of the individual school, the District, the City and the personal health and safety needs of individual City staff (per City Human Resources policy and in special consideration of a possible regional pandemic response).
4. Cost Allocation. The District will pay \$60,000.00 of the total sum for the school-based counseling services during the term of the Agreement (2020-2021 school year), and the City will pay the difference of the total sum, as outlined below:

2020-2021 ESTIMATE (at 32 hours/week):			
	City Share	District Share	Total
4 Elementary School Counselors	233,352.00	60,000.00	293,352.00
1 Middle School Counselor	78,625.00	-	78,625.00
1 High School Drug/Alcohol Specialist	73,798.00	-	73,798.00
1 High School Counselor	70,877.00	-	70,877.00
Tuition & Registrations	2,400.00	-	2,400.00
	459,052.00	60,000.00	519,052.00

The Parties' cost allocation and payment responsibilities for 2020-2021, and any subsequent academic years, will be reviewed and discussed during the term of the Agreement by both parties prior to the development and execution of any future Interlocal Agreements.

5. Service Level Changes. After January 1, 2021, the number of counseling professionals and corresponding services provided by the City, as set forth above in Section 3, are contingent on receipt of sufficient revenues by the City to pay for them. If sufficient revenues are not received in the sole judgment of the City, the City may, in lieu of terminating the Agreement pursuant to Section 2, modify the service levels provided in Section 3. If services levels are modified, allocation of total cost outstanding shall remain at the same ratio as shown in Section 4.
6. Premises/Equipment. The District will provide on-site space, equipment, email accounts, and supplies necessary to provide the counseling services, at no cost to the City. Each

school counselor must comply with the Acceptable Use Policy of the District.

7. Employees. All persons performing services hereunder shall be employees of the City and not the District. Nothing in this Agreement shall make any employee of the City an employee of the District, and vice versa, for any purpose, including but not limited to, withholding of taxes, payment of benefits, insurance, worker's compensation pursuant to Title 51 RCW, or any other rights or privileges accorded to either Parties' employee by virtue of their employment. At all times pertinent hereto, employees of the City are acting as City employees and employees of the District are acting as District employees.
8. Indemnification. The City will protect, defend, indemnify, and save harmless the District, its officers, employees, and agents from and against any costs, claims, actions, liabilities, judgments or awards and damages (including attorney's fees and costs) arising out of or in any way resulting from the negligent acts or omissions of the City, its officers, its employees, and agents in connection with this Agreement.

The District will protect, defend, indemnify, and save harmless the City, its officers, employees, and agents from and against any and all costs, claims, actions, liabilities, judgments or awards and damages (including attorney's fees and costs) arising out of or in any way resulting from the negligent acts or omissions of the District, its officers, employees and agents in connection with this Agreement. The District waives any immunity that may be granted to it under the Washington State Industrial Insurance Act, Title 51 RCW. The District's indemnification shall not be limited in any way by any limitation on the amount of damages, compensation or benefits payable to or by any third party under workers compensation acts, disability benefit acts or any other benefits acts or programs.

These indemnification paragraphs shall survive the expiration or earlier termination of this Agreement.

9. Insurance.
 - 9.1 The City shall maintain in full force throughout the duration of this Agreement comprehensive general liability insurance with a minimum coverage of \$1,000,000 per occurrence/\$2,000,000 aggregate for personal injury and property damage and name the District as an additional insured thereon. This requirement shall be deemed satisfied by evidence of the City's membership in a municipal self- insurance pool, including evidence of limits of coverage, exclusions, and limits of liability, satisfactory to the District.
 - 9.2 The District shall maintain in full force throughout the duration of this Agreement comprehensive general liability insurance with a minimum coverage of \$1,000,000 per occurrence/\$2,000,000 aggregate for personal injury and property damage and name the City as an additional insured thereon. This requirement shall be deemed satisfied by evidence of the District's membership in a school district self-insurance pool, including evidence of limits of coverage, exclusions and limits of liability, satisfactory to the City.
10. Standards of Performance. All services performed hereunder by the City shall be performed diligently and competently and in accordance with professional standards. The District will formally meet with the City supervisor of counselors for an end-of-year review

on or before June 1 to discuss each counselor's performance. The end of year review will include input from the school principal and the assistant superintendent for learning services and will note annual successes and opportunities for growth and development for the ensuing year(s) should the District and City extend this agreement in successive years. The District will communicate to the City supervisor of the counselors at any time when performance issues arise during the school year. The City will consult with the District when improvement plans may be needed.

The City will provide an end-of-year review that includes a summary of the issues identified that affected a counselor's ability to perform his/her duties. The review will note practices and environments which led to a successful partnership as well as any opportunities for improvement in the partnership and collaboration for the ensuing year should the District and City extend this Agreement in successive years. The District will consult with the City when improvement plans may be needed.

11. Disclosure of Student Information. In the course of consulting with District staff concerning student behavior and participation on Student Study Teams (SST), Building Guidance Teams (BGT), and/or in other formal and informal venues, counselors providing services under this agreement may receive personally identifiable information from the education records of students. Such information remains subject to the control of the District. Counselors are authorized to use this information only for the purpose of consulting with District staff concerning student behavior and participation on Student Study Teams (SST), Building Guidance Teams (BGT), and/or in other formal and informal venues. Counselors may not disclose such information for any other purpose without the consent of the parent or eligible student.

At the conclusion of the academic year, the City will provide a summary document to the assistant superintendent of learning services that will include, but is not limited to the number of District students referred to outside counseling services, the number of students served by the YFS school counselors during the year (unduplicated), the number of student contacts such counselors had during the year (duplicated), and the broad themes for why students needed counselor support.

12. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law. Any provisions of this Agreement that are declared invalid, void, or illegal by a court of competent jurisdiction shall in no way affect, impair, or invalidate any other provision hereof, and such other provisions shall remain in full force and effect.
13. Assignability. The rights, duties, and obligations of either party to this Agreement may not be assigned to any third party without the prior written consent of the other party, which consent shall not be unreasonably withheld.
14. No Third-Party Rights. Except as expressly provided herein, nothing in this Agreement shall be construed to permit anyone other than the Parties hereto and their successors and assigns to rely upon the covenants and agreements herein contained nor to give any such third party a cause of action (as a third-party beneficiary or otherwise) on account of any nonperformance hereunder.
15. Entire Agreement. This Agreement constitutes the entire Agreement between the Parties. Either party may request changes in the Agreement. Proposed changes that are mutually

agreed upon shall be incorporated by written amendment hereto.

16. Applicable Law, Venue, and Attorney's Fees. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington. In the event of any suit or other proceeding instituted to enforce any term of this Agreement, the venue shall be King County, Washington.
17. Filing Requirement. This Agreement shall be filed/posted in accordance with RCW 39.34.040.
18. Nondiscrimination. The City will not unlawfully discriminate against any employee or applicant for employment in connection with the services provided under this Agreement because of race, creed, color, sex, sexual orientation, age, national origin, marital status, or physical and motor handicap or other unlawful basis unless based upon bona fide occupational qualifications.

The City will ensure that all employees are treated without regard to the race, creed, color, sex, sexual orientation, age, national origin, marital status, and physical and other motor handicap. Such action shall include, but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, or recruiting advertisement, layoff, termination rates of pay or other forms of compensation, selection for training, including any apprenticeship.

19. Administration of Agreement. Each party shall designate an official responsible for the administration of this Agreement and negotiate with regard thereto.

In the case of the City, that official shall be the Director of the Department of Youth and Family Services or his/her designee.

In the case of the District, that official shall be the Assistant Superintendent of Learning Services or his/her designee. These officials shall communicate from time to time, as they deem necessary to discuss the services and performance of this Agreement and other relevant matters.

DATED this _____ day of _____, 2020.

CITY OF MERCER ISLAND

**MERCER ISLAND SCHOOL DISTRICT
NO. 400**

Jessi Bon, City Manager

Donna Colosky, Superintendent

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Bio Park, City Attorney

Erin Battersby, Attorney for District
Executive Director, Compliance & Legal
Affairs