



**BUSINESS OF THE CITY COUNCIL  
CITY OF MERCER ISLAND, WA**

**AB 4337  
August 4, 2008  
Consent Calendar**

**INTERLOCAL AGREEMENT WITH MISD FOR COUNSELING SERVICES** | **Proposed Council Action:**  
Authorize City Manager to sign Interlocal Agreement for 2008-09 Counseling Services

**DEPARTMENT OF** Youth and Family Services (Cindy Goodwin)  
**COUNCIL LIAISON** Jim Pearman  
**EXHIBITS** 1. 2008-2009 Interlocal Agreement for Counseling Services  
**APPROVED BY CITY MANAGER** *Ruth Conrad 8-1-08*

<b>AMOUNT OF EXPENDITURE</b>	\$ 434,632.00
<b>AMOUNT BUDGETED</b>	\$ 167,286.00
<b>APPROPRIATION REQUIRED</b>	\$ 267,346.00

**SUMMARY**

This agenda bill requests Council approval of the attached 2008-2009 Interlocal Agreement for Counseling Services with the Mercer Island School District (Exhibit 1).

In 1990, the City of Mercer Island and Mercer Island School District entered into a formal collaborative agreement to provide counseling services to Mercer Island children and youth on site in the public schools. The proposed agreement for the 2008-2009 school year would be the 19<sup>th</sup> time the two organizations have entered into an agreement for these services; the funds requested cover the same service levels and staffing.

In summary, the District agrees to share the cost of providing seven Youth and Family Services counselors on site in the MISD schools. The collaboration recognizes that the City of Mercer Island has the expertise within the Department of Youth and Family Services to provide the professional counseling services, consultation and clinical supervision needed, and the City recognizes that providing services on site in schools increases accessibility and efficiency in delivering services.

The chart below outlines the costs of the Interlocal and the financial responsibilities for both the City and the MI School District for the current academic year.

### 2008-2009 Interlocal Agreement Financing Breakdown

<b>08-09 Contract</b>	<b>City Share</b>	<b>District Share</b>	<b>Total</b>
3 Elementary School Counselors	\$100,941.50	\$100,941.50	\$201,883.00
1 Middle School Counselor	\$34,261.50	\$34,261.50	\$68,523.00
1 Middle School Drug/Alcohol Specialist (half time)	\$15,571.00	\$15,571.00	\$31,142.00
1 High School Drug/Alcohol Specialist	\$31,287.00	\$31,287.00	\$62,574.00
1 R&R Place Counselor	\$69,510.00	--	\$69,510.00
Operating supplies	--	\$1,000.00	\$1,000.00
<b>TOTAL</b>	<b>\$251,571.00</b>	<b>\$183,061.00</b>	<b>\$434,632.00</b>

### RECOMMENDATION

*Youth and Family Services Director*

MOVE TO: Authorize the City Manager to sign the 2008-2009 Interlocal Agreement for Counseling Services with the Mercer Island School District.

# City of Mercer Island and Mercer Island School District 2008-2009 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") 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 has a comprehensive counseling service available within the Department of Youth and Family Services; 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 the Interlocal Agreement is to enable the City to provide and the District to receive, comprehensive counseling services economically and efficiently to the mutual advantage of the parties and the benefit of the community.
2. Duration/Termination. This Agreement shall commence on September 1, 2008 and terminate on July 31, 2009. 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 contract is terminated as provided in this section the District shall be liable only for payment in accordance with the terms of this contract 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. The City will provide seven counseling professionals from the Youth & Family Services Department of the City to perform services at District facilities. These counselors will perform their duties from September 1 to June 30. The counselors are: three elementary school counselors, one middle school counselor, one high school counselor, one high school alcohol/drug specialist and one middle school alcohol/drug specialist (half-time). The counselors shall provide services which include, but shall not be limited to, assistance with personal problems of students, individual counseling with students, family and parental counseling on a short term basis, alcohol and other drug intervention services, and consulting with the District staff concerning student behavior.

4. Payment by the District. The District shall pay to the City the total sum of \$183,061.00 for the school-based counseling personnel services to be provided during the term of the agreement (2008-09 school year) as provided below.

District share of counseling personnel and cost breakdown is as follows:

<b>08-09 Contract</b>	<b>City Share</b>	<b>District Share</b>	<b>Total</b>
3 Elementary School Counselors	\$100,941.50	\$100,941.50	\$201,883.00
1 Middle School Counselor	\$34,261.50	\$34,261.50	\$68,523.00
1 Middle School Drug/Alcohol Specialist (half time)	\$15,571.00	\$15,571.00	\$31,142.00
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Operating supplies	--	\$1,000.00	\$1,000.00
<b>TOTAL</b>	<b>\$251,571.00</b>	<b>\$183,061.00</b>	<b>\$434,632.00</b>

Payments shall be made by the District to the City on a monthly basis (\$18,306.10), by the 15<sup>th</sup> of the month following service provision; the first payment to be paid by October 15, 2008 and the last payment by July 15, 2009.

5. Dwelling/Equipment. The District will provide on-site space, equipment, and supplies necessary to provide the counseling services, at no cost to the City.
6. Employees. All persons performing services hereunder shall be employees of the City and not the District.
7. Indemnification. The City will protect, defend, indemnify, and save harmless the District, its officers, employees, and agents from any legal costs, claims, judgments or awards of damages arising out of or in any way resulting solely from negligent acts or omissions of the City, its officers, its employees, and agents in connection with performing this Agreement.

The District will protect, defend, indemnify and save harmless the City, its officers, employees, and agents from any and all costs, claims, actions, liabilities, judgments or awards and damages (including attorneys fees and costs) arising out of or in any way resulting from or connected with this Agreement or from the negligent acts or omissions of the District, its officers, employees and agents. 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.

This indemnification paragraph shall survive the expiration or earlier termination of this Agreement.

8. Standards of Performance. All services performed hereunder by the City shall be performed diligently and competently and in accordance with professional standards.

9. 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, age, national origin, marital status, or physical and motor handicap unless based upon bona fide occupational qualifications.

The City will ensure that all employees are treated without regard to the race, creed, color, sex, age, national origin, marital status, 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.

10. 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 her designee.

In the case of the District, that official shall be the Instructional Support Administrator or her designee. These officials shall communicate from time to time, as they deem necessary to discuss the Agreement, the performance there under and other relevant matters.

DATED this 1st day of September, 2008.

**CITY OF MERCER ISLAND**

**MERCER ISLAND SCHOOL  
DISTRICT NO. 400**

\_\_\_\_\_  
Richard M. Conrad  
City Manager

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Dr. Gary Plano  
Superintendent

ATTEST:

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Allison Spietz, City Clerk

APPROVED AS TO FORM:

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Katie H. Knight, Interim City Attorney