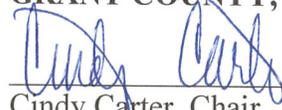


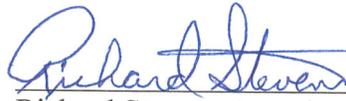
PASSED AND ADOPTED this 26th day of September, 2016.

**BOARD OF COUNTY
COMMISSIONERS
GRANT COUNTY, WASHINGTON**

Yea Nay Abstain


Cindy Carter, Chair


Carolann Swartz, Vice-Chair


Richard Stevens, Member

ATTEST:


Clerk of the Board

**INTERLOCAL AGREEMENT
BETWEEN GRANT INTEGRATED SERVICES
AND THE MOSES LAKE SCHOOL DISTRICT
REGARDING COUNSELING SERVICES**

This AGREEMENT (Agreement) is made and entered into by and between GRANT COUNTY, WASHINGTON (County), a political subdivision of the State of Washington, by and through GRANT INTEGRATED SERVICES (GrIS) and MOSES LAKE SCHOOL DISTRICT 161 (District), a public school district as defined in Title 28A RCW and a political subdivision of the State of Washington, as authorized and pursuant to by the Interlocal Cooperation Act, RCW 39.34 et seq.

AGREEMENT:

1. Services. GrIS will provide counseling services to District students pursuant to the terms and conditions of this Agreement to wit:
 - a. GrIS will coordinate necessary services with District teachers, counselors, and psychologists and/or other District representatives as may be mutually agreed upon by the parties;
 - b. GrIS shall maintain appropriate administrative, technical and physical safeguards to ensure the integrity and confidentiality of information concerning identified students;
 - c. It is anticipated the designated GrIS staff will participate in and/or be involved in the development, review and/or revision of Individualized Education Programs. Such participation shall include, but not be limited to, development of designated student behavior plans and identification of treatment goals. Designated GrIS staff will comply with provisions set forth in the Washington Administrative Code 392-172A-0390-03115.
 - d. It is anticipated that GrIS staff will provide direct service to each designated student for approximately 30 minutes each school week at the student's respective school. Provided: days and hours of service may fluctuate based upon specific student needs, funding, contractor availability or other reasons as may be determined by the parties.
 - e. At all times material herein, designated GrIS staff will provide services in compliance with appropriate protocol and operating procedures as established by the District;
 - f. Provided: GrIS staff reserve the right to determine whether such designated student or students exceed the need for service beyond the credentials offered by such GrIS staff member. In the event the same is determined, such student may have the option of enrolling in the appropriate programs and obtaining services directly from Grant Integrated Services, provide such student qualifies for such programs and/or services.

2. Reporting. Designated GrIS staff shall prepare and provide progress notes specific to identified students with such notes to be submitted through the District's designated on-line program. The frequency of such submission shall be mutually agreed upon by the parties. Provided: GrIS staff shall have the discretion to contact District staff regarding issues and/or needs beyond the scope of progress notes and reports routinely submitted to the District.
3. Compensation. The District shall pay GrIS, directly, \$65.00 per student per hour for counseling services provided by designated staff. Such payment includes travel time. GrIS shall submit invoices to the District on a monthly basis. The District shall pay properly submitted invoices within 30 days of receipt.
4. Effective Date of Agreement. This Agreement shall be effective September 26, 2016 and shall terminate on June 30, 2016, or until as set forth in paragraph 5 of this agreement.
5. Termination. This Agreement may be terminated by either party for any reason on giving fourteen (14) days advance notice in writing of its intention to do so.
6. Notices. All notices pursuant to this agreement shall be in writing and shall be transmitted by facsimile or United States Postal service, postage prepaid. Any such notice is effective upon receipt by the party to whom the notice is directed. Proof of deliver via facsimile shall be sufficient upon showing of a receipt of successful transmission produced by the sending facsimile machine and indicating the telephone number to which the transmission was sent, provided that the receipt indicates the transmission was sent to the phone number of the intended recipient.

Notices shall be sent to the following addresses unless written notice of a change of address has been given pursuant hereto:

To District: Darcy Johnson, Special Services Director
Moses Lake School District 161
920 West Ivy Avenue
Moses Lake, WA 98837
(509) 766-2650

To GrIS: Gail Goodwin
Director of Management Services
Grant Integrated Services
840 E. Plum Street
Moses Lake, WA 98837
(509) 764-2644

7. Severability. If any term, provision, covenant or condition of this Agreement should be held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of this Agreement shall continue in force and effect and shall in no way be affected, impaired or invalidated.

8. Indemnification. To the fullest extent permitted by law, the District shall indemnify and hold harmless the County, its officers, its commissioners, its agents and its employees from and against any liability, suits, claims, actions, damages, losses and expenses of whatsoever kind or nature including, but not limited to, attorney's fees and costs arising out of, in connection with, or incident to the District's performance of the terms of this Agreement, including specifically claims or suits based in whole or in part of deficient or inadequate or negligent acts or omissions on the part of the District, its employees, and/or its agents and its/their performance under this Agreement. This indemnity shall also cover all losses, claims, expenses, attorney's fees, liabilities and judgments, including those for personal injury or death or for damages to personal property, irrespective of whether in connection with such act or omission, it is alleged or claimed that the negligence of the County and/or GrIS or its representatives or third parties caused or contributed thereto. This indemnity provision is not intended to indemnify the County from the negligence of County's own employees, officers or agents.

To the fullest extent permitted by law, the County shall indemnify and hold harmless the District, its officers, its directors, its agents and its employees from and against any liability, suits, claims, actions, damages, losses and expenses of whatsoever kind or nature including, but not limited to, attorney's fees and costs arising out of, in connection with, or incident to the County's performance of the terms of this Agreement, including specifically claims or suits based in whole or in part of deficient or inadequate or negligent acts or omissions on the part of the County, its employees, and/or its agents and its/their performance under this Agreement. This indemnity shall also cover all losses, claims, expenses, attorney's fees, liabilities and judgments, including those for personal injury or death or for damages to personal property, irrespective of whether in connection with such act or omission, it is alleged or claimed that the negligence of the District or its representatives or third parties caused or contributed thereto. This indemnity provision is not intended to indemnify the District from the negligence of District's own employees, officers or agents.

Provided: Neither this Agreement or any content herein shall create an employer-employee or principal-agent relationship, and or partnership or joint venture between GrIS and the District. The status of GrIS concerning this Agreement is that of an independent contractor.

9. Administration of Agreement. No new or separate legal or administrative entity is created to administer the provisions of this Agreement. This Agreement shall be administered by the GrIS

and the District. Issues and/or disputes related to implementation of the Agreement shall be referred to each respective governing authority for resolution. Provided: either party shall be entitled to seek legal remedies including, but not limited to, such remedies as set forth in Chapter 39.34 RCW.

10. Insurance. For the duration of this Agreement, each party shall maintain its own insurance; insuring damage to its own real and personal property and equipment.

11. Assignment. Neither party to this Agreement shall be permitted to assign its rights or obligations herein without the advance and express written consent of the other party.

12. Applicable Law – Venue. This Agreement shall be governed by and interpreted according to the laws of the State of Washington. In the event of any suit or action or other legal proceeding to enforce this Agreement, venue shall be a court of competent jurisdiction in Grant County, Washington.

13. Authority. Each of the undersigned hereby represents and warrants to the other party that they have the authority to execute and carry out the terms of this Agreement.

14. No Waiver. No failure of GrIS or the District to insist on the strictest performance of any term of this Agreement shall constitute a waiver of any such term or an abandonment of this Agreement.

15. Entire Agreement. This Agreement constitutes the complete agreement among the parties hereto with respect to the subject matter herein and supersedes all prior agreements, contracts, and understandings, written and oral.

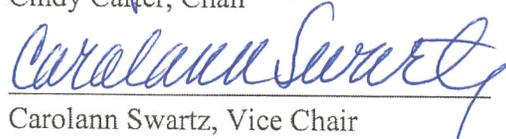
THE PARTIES HAVE caused this agreement to be executed on the day and year set forth.
Signed Hereupon:

Dated the 26th day of Sept., 2016.

BOARD OF COUNTY COMMISSIONERS



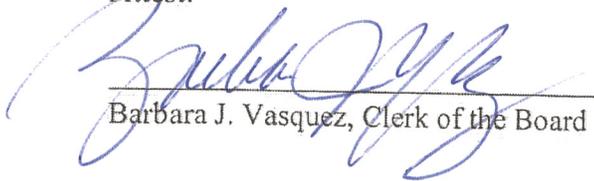
Cindy Carter, Chair



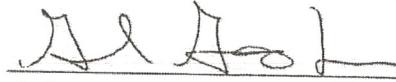
Carolann Swartz, Vice Chair


Richard Stevens, Member

Attest:


Barbara J. Vasquez, Clerk of the Board

GRANT INTEGRATED SERVICES


Gail Goodwin, Director

Dated the 16 day of Sept, 2016.

MOSES LAKE SCHOOL DISTRICT 161


Darcy John, Special Services Director

Dated the 15 day of Sept, 2016.