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INTERLOCAL AGREEMENT
BETWEEN RENEW
AND THE ROYAL SCHOOL DISTRICT
REGARDING COUNSELING SERVICES
2023-2024 School Year

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 RENEW, GRANT BEHAVIORAL HEALTH & WELLNESS (Renew) and ROYAL SCHOOL DISTRICT (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. Renew will provide counseling services to District students pursuant to the terms and conditions of this Agreement to wit:

a. Renew 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. Renew staff will maintain appropriate administrative, technical and physical safeguards to ensure the integrity and confidentiality of information concerning identified students, complying with State required Mandatory Reporting laws;

c. It is anticipated the designated Renew staff will provide the following services: prevention, education, conflict resolution, screening and referral.

d. Renew staff will receive referrals from District staff and will coordinate/consult on recommendations;

e. Renew staff will participate in appropriate trainings, meeting and school activities that relate to their role with the District;

f. Days and hours of service may fluctuate based upon specific student needs, funding, contractor availability or other reasons as may be determined by both parties. The designated employee shall report to the Renew location if no students are present or the school is conducting business outside of normal school hours and/or under a modified schedule, they should also report to the Renew location if the contractual 8 hours per day have not been fulfilled onsite at RSD.

g. If at any time school shall close due to a state of emergency, natural disaster or otherwise, the designated employee shall report to Renew for an updated assignment and direction.

h. At all times material herein, designated Renew staff will compliance with protocols and operating procedures as established by the District;

i. Provided: Renew staff reserve the right to determine whether such designated student or students exceed the need for service beyond the scope offered by such Renew staff member. In the event this is determined, such student will be referred to an appropriate agency for services.

j. The District will provide adequate internet access to any Renew employee providing other services, for example intakes or continuing care to students.

2. Reporting. Designated Renew 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: Renew 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. Records. The District maintains all student records and is responsible for the storage and legal ownership.

4. Compensation. The District shall pay Renew, directly, $65.00 per hour for counseling and outreach services provided by designated staff. The District will contract no less than 35 and no more than 40 hours per week inclusive of 5 hours of travel. Hours authorized by Royal School District over 35 regular hours per week shall be $81.00 per hour Renew assigned staff or management. Renew shall submit invoices to the District on a monthly basis. The District shall pay properly submitted invoices within 30 days of receipt.

5. Effective Date of Agreement. This Agreement shall be effective June 20th, 2023, and shall terminate on June 16th, 2024 or through an extended school year due to weather or other unforeseen circumstances, or until as set forth in paragraph 5 of this agreement.

6. 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.

7. 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: Greg Pike, Business Manager
Royal School District
901 Ahlers Ave
Royal City, WA 99357
(509) 346-2222

To Renew: Dell Anderson, Executive Director
Renew
840 E. Plum Street
Moses Lake, WA 98837
(509) 765-9239

8. 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.

9. 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 Renew or its representatives or third parties cause d 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 Renew and the District. The status of Renew concerning this Agreement is that of an independent contractor.

10. 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 Renew 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.

11. 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.

12. 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.

13. 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.

14. 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.

15. No Waiver. No failure of Renew 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.

16. 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 _____ day of _____, 2023

BOARD OF COUNTY COMMISSIONERS

_____

Rob Jones, Chair

_____

Cindy Carter, Vice Chair

_____

Danny E. Stone, Member

Attest:

_____

Barbara J. Vasquez, Clerk of the Board

RENEW

_____

Dell Anderson, Executive Director

Dated the 3 day of July, 2023

Approved as to form:

Rebekah Kaylor

(Printed Name)

(Signed)

Deputy Prosecuting Attorney

Date: 7/13/23

ROYAL SCHOOL DISTRICT

_____

Dated the 26 day of June, 2023.