

City of Redmond



Agenda

Tuesday, May 21, 2024

4:30 PM

City Hall: 15670 NE 85th St; Remote: Comcast Ch. 21/321, Ziplify Ch. 34,
Facebook (@CityofRedmond), Redmond.gov/rctvlive, or 510-335-7371

Committee of the Whole - Public Safety and Human Services

Committee Members

Osman Salahuddin, Presiding Officer

Jeralene Anderson

Steve Fields

Jessica Forsythe

Vanessa Kritzer

Angie Nuevacamina

Melissa Stuart

Meetings can be attended in person, viewed live on RCTV (redmond.gov/rctlive), Comcast Channel 21/321, Ziplly Channel 34, Facebook/YouTube (@CityofRedmond), or listen live at 510-335-7371

AGENDA

ROLL CALL

1. Approval of Data Use Agreement between the City of [CM 24-223](#)
Redmond and the Washington Data Exchange for Public
Safety Project Data Automation Group

[Attachment A: Draft Agreement](#)

Department: Police, 5 minutes

Requested Action: Consent, June 4th

2. Extension and Amendment of Consulting Services Agreement [CM 24-245](#)
for the Fire Department's Internal Mental Health and Wellness
Professional

[Attachment A: Consultant Service Agreement](#)

[Attachment B: Extension and Amendment of MHP Consulting Services
Agreement](#)

Department: Fire, 10 minutes

Requested Action: Consent, June 4th

3. Ordinance: Amending Redmond Municipal Code 15.06 Fire [CM 24-227](#)
Code, 9.26 Fireworks, and 9.31 Park Rules

[Attachment A: Fireworks Ordinance](#)

Department: Fire, 5 minutes

Requested Action: Consent, June 4th

4. Fire Save v. Loss (Q1 2024) [CM 24-229](#)

[Attachment A: Presentation](#)

Department: Fire, 5 minutes

Requested Action: Informational

5. Community Health Through THRIVE [CM 24-244](#)

[Attachment A: Community Health Through THRIVE - Update](#)

*Department: Fire/Planning and Community Development/Police/Executive, 20
minutes*

Requested Action: Informational

6. 2025-2026 Budget Process Monthly Update

[CM 24-247](#)

Department: Finance, 15 minutes

Requested Action: Informational

ADJOURNMENT

Meeting videos are usually posted by 12 p.m. the day following the meeting at redmond.legistar.com, and can be viewed anytime on Facebook/YouTube (@CityofRedmond) and OnDemand at redmond.gov/OnDemand



Memorandum

Date: 5/21/2024

Meeting of: Committee of the Whole - Public Safety and Human Services

File No. CM 24-223

Type: Committee Memo

TO: Committee of the Whole - Public Safety and Human Services

FROM: Mayor Angela Birney

DEPARTMENT DIRECTOR CONTACT(S):

Police	Chief Darrell Lowe	425-556-2521
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DEPARTMENT STAFF:

Police	Brian Coats	Deputy Chief
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TITLE:

Approval of Data Use Agreement between the City of Redmond and the Washington Data Exchange for Public Safety Project Data Automation Group

OVERVIEW STATEMENT:

In 2021, the Washington State Legislature enacted Senate Bill 5259, directing the State Attorney General's Office to build a police use of force database to enhance transparency and accountability. The Washington Data Exchange for Public Safety Data Automation group (WADEPS), housed at Washington State University (WSU) was selected to collect and publicize all use of force incidents by law enforcement in the State. The database has yet to become operational while a vendor was selected, and the scope of work was agreed upon.

The Redmond Police Department was selected to work with WADEPS and share the department's use of force data, provide feedback on their public dashboard, reporting, and data analytics capability, and report any bugs or issues encountered within the system prior to the system and process going live.

A Data Use Agreement (DUA) is required for WADEPS to access the police department's Computer Aided Dispatch (CAD) and use of force records for the past five years. The department is seeking Council's authorization to enter into this agreement as a significant step necessary for implementing a system and process to comply with the law.

☐ **Additional Background Information/Description of Proposal Attached**

REQUESTED ACTION:

☐ **Receive Information**

☒ **Provide Direction**

☐ **Approve**

REQUEST RATIONALE:

- **Relevant Plans/Policies:**
Washington Senate Bill 5259
- **Required:**

N/A

- **Council Request:**

N/A

- **Other Key Facts:**

N/A

OUTCOMES:

In the interest of increasing the public trust in law enforcement, Senate Bill 5259 was enacted to improve transparency and accountability with respect to use of force incidents between law enforcement and the community. When the process is finalized, all police departments within the State will be required on a quarterly basis to submit all use of force incidents, including force used that resulted in a fatality or great bodily harm.

WSU is responsible for establishing and maintaining an online repository for collecting use of force information from law enforcement agencies and publishing the data publicly on a quarterly basis. On a biannual basis, WSU will summarize the use of force data in a readable format and submit a report to the Legislature, making the information available publicly. Annually, WSU will report to the Legislature and public information received regarding tort payouts that resulted from the use of force.

COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:

- **Timeline (previous or planned):**

N/A

- **Outreach Methods and Results:**

N/A

- **Feedback Summary:**

N/A

BUDGET IMPACT:**Total Cost:**

No budget impact

Approved in current biennial budget:☐ Yes☐ No☒ N/A**Budget Offer Number:**

N/A

Budget Priority:

N/A

Other budget impacts or additional costs:☐ Yes☐ No☒ N/A***If yes, explain:***

N/A

Funding source(s):
General Fund

Budget/Funding Constraints:
N/A

☐ **Additional budget details attached**

COUNCIL REVIEW:

Previous Contact(s)

Date	Meeting	Requested Action
N/A	Item has not been presented to Council	N/A

Proposed Upcoming Contact(s)

Date	Meeting	Requested Action
6/4/2024	Business Meeting	Approve

Time Constraints:

If approved, the police department will begin sharing its use of force data at the execution of this agreement to 06/30/2028.

ANTICIPATED RESULT IF NOT APPROVED:

The police department will not participate in the process development project.

ATTACHMENTS:

Attachment A: Washington Data Exchange for Public Safety Project Data Automation Group Data Use Agreement (DRAFT)



**DATA USE AGREEMENT
WASHINGTON STATE DATA EXCHANGE FOR PUBLIC SAFETY
ORSO# 143805-009**

DRAFT

I. PARTIES

- 1.1 THIS DATA USE AGREEMENT ("Agreement") is made and entered into by and between Washington State University ("WSU"), an institution of higher education and an agency of the state of Washington, and (the Public Safety Department) ("Department"). In this Agreement, the above entities are jointly referred to as ("PARTIES").

II. PURPOSE and AUTHORITY

- 2.1 The purpose of this Agreement is to provide permission to WSU to allow WSU access to electronic archival data of the Department for the purposes of and in compliance with Senate Bill 5259 (2021). Senate Bill 5259 establishes the statewide Washington State Data Exchange for Public Safety ("WADEPS").
- 2.2 The WADEPS will serve the interest of increasing the public trust in law enforcement through accountability and transparency.
- 2.3 WSU successful submitted a successful proposal and was awarded to carry out the development and management of WADEPS.
- 2.4 The Department has the authority to enable WSU to access the archival and required data under this Agreement. Specifically, under RCW 10.118.40, all law enforcement agencies shall submit the reports required by this section in accordance with the requirements of the statewide use of force data program no later than three months after the office of the attorney general determines that the system procured in RCW 10.118.040 can accept law enforcement agency reports. Reports must be made in the format and time frame established in the statewide use of force data program.¹
- 2.5 RCW 10.118.030 (1) requires that, "Each law enforcement agency in the state is required to report each incident where a law enforcement officer employed by the agency used force."²
- 2.6 WSU requests access to the specific types of data identified within RCW 10.118.030 ("DATA"), which is part of the Department's law enforcement records

¹ WA RCW 10.118.30 (4)

² WA RCW 10.118.030 (1)

owned and retained by the Department and is provided only for use in accordance with the use and storage conditions in this Agreement.

III. DEFINITIONS

- 3.1 “Agreement” means this Data Use Agreement, including all documents attached or incorporated by reference.
- 3.2 “Confidential Information” shall mean information in written, graphic, oral, or other tangible form protected by trade secret or other right of nondisclosure, including without limitation algorithms, formulae, techniques, improvements, technical drawings and data, and computer software, subject to applicable law.
- 3.3 “Copyright” shall mean any work developed under the Scope of Work that is subject to copyright under copyright law.
- 3.4 “Proprietary Information” means all data, sequences, and any other information obtained or developed during the course of the Scope of Work, subject to applicable law.
- 3.5 “RCW” shall mean Revised Code of Washington.
- 3.6 “Scope of Work” shall mean the WADEPS, under the direction of the Project Director.
- 3.7 “Trademark” shall mean any trade or service marks developed under the Scope of Work whether or not registered under either state or federal trademark law.
- 3.8 “WADEPS” shall mean the Washington State Data Exchange for Public Safety.
- 3.9 “WSU / WASDEPS Project Director(s)” shall be Dr. David A. Makin, a WSU employee, designated by WSU to be the primary research contact with the Department.

IV. DESCRIPTION OF DATA

Department shall provide all data sets listed in RCW 10.118.30³.

In addition to the above data requirements found in RCW 10.118.30, each law enforcement agency must also report any additional incidents and data required by the statewide use of force data program developed above.⁴

V. DATA USE

WSU will make a public-facing informational website known as the WADEPS data system available containing de-identified data associated with the use of force and police interactions with the public. Data on the program’s interactive dashboard will be available for download by the public. Departments will retain access to their data in its identifiable form or internal purposes, which will be accessible via the WADEPS data system.

VI. GENERAL TERMS AND CONDITIONS

³ WA RCW 10.118.030 (2)

⁴ WA RCW 10.118.030 (3)

In consideration of the mutual promises and covenants contained herein, the PARTIES agree to the following terms and conditions.

5.1 Period of Performance. The period of performance for this Agreement shall be upon the execution of this Agreement to 06/30/2028, unless a time extension is mutually agreed upon in writing between the PARTIES in accordance with Section 5.15, Amendments. Upon the end of the period of performance and if no time extension is executed, this Agreement will be assigned in accordance with Section 5.16, Assignment.

5.2 Confidential Information.

5.2.1 To the extent allowed by law, WSU and the Department agree to use reasonable care to avoid unauthorized disclosure of Confidential Information, including, without limitation, taking measures to prevent creating a premature bar to a United States or foreign patent application. Each party will limit access to Confidential Information received from another party hereto to those persons having a need to know. Each party shall employ the same reasonable safeguards in receiving, storing, transmitting, and using Confidential Information that prudent organizations normally exercise with respect to their own confidential information of significant value.

5.2.2 Confidential Information shall include written, graphic, or oral communication. Confidential Information shall not be disclosed by the receiving party to a third party for a period of five (5) years from receipt of such information or the Confidential Information is published by the disclosing party or unless the disclosing and receiving parties agree otherwise and in writing at the time of disclosure. Third parties shall include all governmental offices.

5.2.3 Confidential Information shall not include information which:

- 5.2.3.1 was in the receiving party's possession prior to receipt of the disclosed information;
- 5.2.3.2 is or becomes a matter of public knowledge through no fault of the receiving party.
- 5.2.3.3 is received from a third party without a duty of confidentiality.
- 5.2.3.4 is independently developed by the receiving party.
- 5.2.3.5 is required to be disclosed under operation of law.
- 5.2.3.6 is reasonably ascertained by WSU or the Department to create a risk to a trial subject or to public health and safety.

5.2.4 It is understood that as an educational institution of the state of Washington, WSU is subject to Washington state laws and regulations, including the Washington Public Records Act, Chapter 42.56 RCW. It is also understood that the Department is subject to the Public Records Act. If a Public Disclosure Act request is made to view Department's Confidential Information, WSU will promptly notify Department of the request, such that Department has the opportunity to seek a court order enjoining disclosure. WSU will work collaboratively Department to identify any applicable exemption(s) to disclosure and appropriately redact the

information to be released. The release of data will be limited to only those records that must be released to comply with the request.

5.3 Security of Data

5.3.1 WSU will establish a public-facing informational data system that will host de-identified data pertinent to the use of force and police interactions with the public. This data will be anonymized to ensure the utmost protection of individual privacy rights. The data will be available on the program's interactive dashboard for public access and download, adhering to all applicable data protection and privacy laws.

5.3.2. Departments will maintain access to their respective data in identifiable form strictly for internal purposes. This identifiable data will be safeguarded with robust security measures to prevent unauthorized access and ensure data security. Access to this identifiable data will be strictly controlled and made available via the data system only to authorized personnel.

5.3.3 An external security audit will be conducted regularly to enhance data security and integrity. This audit will be performed by a reputable third-party auditor specializing in data security. The auditor will evaluate the effectiveness of our data protection measures, identify potential vulnerabilities, and recommend improvements. The audit findings will be used to improve our data security protocols and practices continually.

5.3.4 Regular internal audits will also be conducted to ensure data protection and adherence to security protocol. These audits will complement the external security audits, providing a comprehensive approach to maintaining data security and protection.

5.3.5 According to the approved WSU Institutional Review Board, de-identified data shall refer to the confidential linked ID, which is generated in the data. This confidential linked ID de-identifies the officer.

5.4 Publicity. The Department shall not include the name of Washington State University, WSU, or any of either entity's Trademarks in any advertising, sales promotion, or other publicity matter without prior written approval of the President of WSU or their designee.

5.5 Dispute Resolution. Except as otherwise provided in this Agreement, when a dispute arises between the PARTIES and it cannot be resolved by direct negotiation, any party may request a dispute resolution panel (DRP). A request for a DRP must be in writing, state the disputed issues(s), state the relative positions of the PARTIES, and be sent to all PARTIES. PARTIES must provide a response within thirty (30) days unless the PARTIES mutually agree to an extension of time. Each party shall designate a representative. The representatives shall mutually select an additional member. The DRP shall evaluate the facts, Agreement terms, and applicable statutes and rules and make a determination by majority vote. The decision is binding on the PARTIES.

Nothing in this Agreement shall be construed to limit the PARTIES' choice of a mutually acceptable dispute resolution method in addition to the dispute resolution procedure outlined above.

- 5.6 Disclaimer. WSU MAKES NO EXPRESS OR IMPLIED WARRANTY AS TO THE CONDITIONS OF THE SCOPE OF WORK, SPONSORED PROJECT OR ANY INTELLECTUAL PROPERTY, GENERATED INFORMATION, OR PRODUCT MADE OR DEVELOPED UNDER THIS AGREEMENT, OR THE OWNERSHIP, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF THE SPONSORED PROJECT, SCOPE OF WORK, OR RESULTING PRODUCT.
- 5.7 Indemnity. Each party to this Agreement agrees to be responsible for the liabilities arising out of their own conduct and the conduct of their officers, employees, and agents.
- 5.8 Amendments. This Agreement may be amended by mutual agreement of the PARTIES. Such amendments shall be in writing and signed by personnel authorized to bind each of the PARTIES.
- 5.9 Assignment. At the expiration of this Agreement the work to be provided under this Agreement will be unilateral assigned from WSU to Washington State Office of the Attorney General in whole.
- 5.10 Notices. Any notice or communication required or permitted under this Agreement shall be delivered by overnight courier, or by registered or certified mail, postage prepaid and addressed to the party to receive such notice at the address given below or such other address as may hereafter be designated by notice in writing. Notice given hereunder shall be effective as of the date of receipt of such notice:

WSU:

Name/Title:	David A. Makin	Phone: <u>(509) 335-2455</u>
Address:	Washington State University Department of Criminal Justice 719 Johnson Tower	Email: dmakin@wsu.edu
City/State/Zip:	Pullman, WA 99164-3140	

DEPARTMENT:

Name/Title:

Address:

City/State/Zip:

- 5.11 Governing Law. This Agreement shall be construed and interpreted in accordance with the laws of the state of Washington and the venue of any action brought hereunder shall be in the Superior Court of Whatcom County.
- 5.12 Compliance with Laws. The Parties understand that WSU and the Department are subject to United States laws and federal regulations, including the export of technical data, computer software, laboratory prototypes and other commodities (including the Arms Export Control Act, as amended, and the Export Administration

Act of 1979), and that the Department's and WSU's obligations hereunder are contingent upon compliance with applicable United States laws and regulations, including those for export control.

- 5.13 Severability. If any provision of this Agreement or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Agreement which can be given effect without the invalid provision, if such remainder conforms to the requirements of applicable law and the fundamental purpose of this Agreement, and to this end the provisions of this Agreement are declared to be severable.

- 5.14 Order of Precedence. In the event of an inconsistency in this Agreement, the inconsistency shall be resolved by giving precedence in the following order:
 - 1. Applicable statutes and regulations;
 - 2. Terms and Conditions contained in this Agreement;
 - 3. Any other provisions incorporated by reference or otherwise into this Agreement.

- 5.15 Complete Agreement. This Agreement contains all the terms and conditions agreed upon by the PARTIES. No other understandings, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any of the PARTIES hereto.

- 5.16 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the PARTIES hereto have executed this Agreement as of the signature date included below.

WA LAW ENFORCEMENT DEPARTMENT

Name:
Title:

Date: _____



Memorandum

Date: 5/21/2024

Meeting of: Committee of the Whole - Public Safety and Human Services

File No. CM 24-245

Type: Committee Memo

TO: Committee of the Whole - Public Safety and Human Services

FROM: Mayor Angela Birney

DEPARTMENT DIRECTOR CONTACT(S):

Fire	Adrian Sheppard	425-556-2201
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DEPARTMENT STAFF:

Fire	Jim Whitney	Deputy Fire Chief
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TITLE:

Extension and Amendment of Consulting Services Agreement for the Fire Department's Internal Mental Health and Wellness Professional

OVERVIEW STATEMENT:

Council approval is requested to extend and amend the current service agreement with First Responder Counseling and Consulting (PLLC), aimed at expanding and solidifying the services provided by Mental Health Professional (MHP) Brooke Lundquist. She has served as the Redmond Fire Department's internal MHP, supporting firefighter health and safety. These services were initiated in 2019 as a pilot project and have demonstrated to be a valuable resource for cross-departmental City of Redmond staff and their families.

☒ **Additional Background Information/Description of Proposal Attached**

REQUESTED ACTION:

☐ **Receive Information**

☒ **Provide Direction**

☐ **Approve**

REQUEST RATIONALE:

- **Relevant Plans/Policies:**
Redmond Fire Department Strategic Plan and King County EMS Strategic Plan
- **Required:**
N/A
- **Council Request:**
N/A
- **Other Key Facts:**
N/A

OUTCOMES:

The program contributes to the well-being of the city and its employees by actively promoting mental health and wellness among the workforce in the fire department and across other city departments, as needed. The program has demonstrated its effectiveness in assisting employees in navigating emotional impacts related to critical incident debriefing, workplace tragedies, and individual needs. The extension and amendment will enhance the program by offering executive staff consulting services, leadership and training for the PEER Support Team and chaplaincy program, mental health awareness training for crews, and ongoing relationship development and resource guidance for staff. It also includes provisions for immediate response to support critical incident defusing after extreme incidents, ensuring that crews and individuals are safe and prepared to return to work.

COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:

- **Timeline (previous or planned):**
N/A
- **Outreach Methods and Results:**
N/A
- **Feedback Summary:**
N/A

BUDGET IMPACT:**Total Cost:**

Up to \$60,000 in 2024 and \$100,000 in 2025

Approved in current biennial budget:☒ **Yes**☐ **No**☐ **N/A****Budget Offer Number:**

0000016

Budget Priority:

Safe and Resilient

Other budget impacts or additional costs:☐ **Yes**☒ **No**☐ **N/A*****If yes, explain:***

N/A

Funding source(s):

General Fund, Fire District 34 Contract, and King County Medic One

Budget/Funding Constraints:

N/A

☐ **Additional budget details attached**

COUNCIL REVIEW:

Date: 5/21/2024

Meeting of: Committee of the Whole - Public Safety and Human Services

File No. CM 24-245

Type: Committee Memo

Previous Contact(s)

Date	Meeting	Requested Action
N/A	Item has not been presented to Council	N/A

Proposed Upcoming Contact(s)

Date	Meeting	Requested Action
6/4/2024	Business Meeting	Approve

Time Constraints:

Budget Biennium 2023/24 and 2025/26

ANTICIPATED RESULT IF NOT APPROVED:

The removal of this vital program, which has demonstrated its immense value to numerous employees, would significantly impact the health and safety of fire/EMS personnel and other employees throughout the city.

ATTACHMENTS:

Attachment A: 2024 Consulting Services Agreement

Attachment B: Extension and Amendment of Consulting Services Agreement with First Responder Counseling and Consulting, PLLC



City Contract Routing Form

City Contract #: 10449

Section 1 – Attach Contract Documents



(multiple files can be uploaded)

Is an insurance certificate attached?

☒ Yes☐ No/Not applicable

Comments: _____

Section 2 – Fill Out Contract Details

Date: 2/13/2024 Department: FIRE Division: ADMIN Mail Stop: FDADMProject Administrator Name: AMEE QUIRICONI Extension: 2106Project Manager Name (if different than above): JIM WHITNEY Extension: _____Contract Type: Consulting Services If other, please indicate: MENTAL HEALTH SERVICESContract Title: Fire Department Mental Wellness Consultant and Facility Dog HandlerContractor/Consultant Business Name: First Responder Counseling and Consulting, PLLCContract Description: Contracted position will provide Fire Department leadership with a behavioral health medical professional consultant.Project ID #: _____ Project Category: _____ Budget/Account #: 100.60101.00410.52210

Council Approval Date: _____ Agenda Memo #: _____ RFP/IFB/RFQ #: _____ Procurement Category: _____

☒ New ContractTotal Amount: \$40,000Start Date: Execution of this agreement End Date: 4/30/2024Renewal Option (Y/N): Y If yes, how many? four years max☐ Amendment/Renewal/Change Order #: _____ Original CC #: _____

New Start Date: _____ New End Date: _____

Current Contract Amount (including all previous amendments/change orders): _____

Amount of this Amendment/Change Order (proposed increase/decrease): _____

New/Cumulative Contract Amount: _____

Section 3 – Route Contract for Signatures and Approvals

☒ Department Director: DocuSigned by: Adrian Shuppard Date: 2/15/2024 Comments: _____
90153C128642411...
☐ TIS Director: _____ Date: _____ Comments: _____

☒ City Attorney: DocuSigned by: Daniel Kenny Date: 2/19/2024 Comments: _____
DDAD3359F1F2425...
☒ Risk Manager: DocuSigned by: Kelley Cochran Date: 2/20/2024 Comments: _____
581CDD1AF985491...
☒ Mayor or Designee: DocuSigned by: Kelley Cochran (Mayor Designee) Date: 2/20/2024 Comments: _____
5D9FC072714C4E4...
☒ City Clerk's Office: DocuSigned by: Cheryl Xanthos Date: 2/21/2024 Comments: Electronic Original - in Hummingbird
E725E589816E4E1...
☒ Purchasing: no signature required – for copy only

Consulting Services Agreement, City of Redmond and First Responder Counseling and Consulting, PLLC

Consulting Services Agreement

<p>PROJECT TITLE</p> <p>Fire Department Mental Wellness Consultant and Facility Dog Handler</p>	<p>EXHIBITS <i>(List all attached exhibits - Scope of Work, Work Schedule, Payment Schedule, Renewal Options, etc.)</i></p> <p>Exhibit A: Scope of Work Exhibit B: Work Schedule Exhibit C: Payment Schedule & Billing Exhibit D: Info Privacy/Security Agreement Exhibit E: Authorized User Access Agreement Exhibit F: Insurance Addendum Exhibit G: Business Associate Addendum Exhibit H: Ride Along Waiver and Confidentiality Agreement Exhibit I: Option for Renewal Exhibit J: Insurance Certificate</p>
<p>CONTRACTOR</p> <p>First Responder Counseling and Consulting, PLLC Brooke Lundquist</p>	<p>CITY OF REDMOND PROJECT ADMINISTRATOR <i>(Name, address, phone #)</i></p> <p>Adrian Sheppard City of Redmond FSADMN PO Box 97010 Redmond, WA 98073-9710 425-556-2201 asheppard@redmond.gov</p>
<p>CONTRACTOR'S CONTACT INFORMATION <i>(Name, address, phone #)</i></p> <p>First Responder Counseling and Consulting, PLLC Brooke Lundquist 207 Avenue D, Suite 100 Snohomish, WA. 98290</p>	<p>BUDGET OR FUNDING SOURCE</p>
<p>CONTRACT COMPLETION DATE</p> <p>April 30, 2024</p>	<p>MAXIMUM AMOUNT PAYABLE</p> <p>\$40,000</p>

Consulting Services Agreement, City of Redmond and First Responder Counseling and Consulting, PLLC

February 21, 2024

THIS AGREEMENT is entered into on _____, 2023 between the City of Redmond, Washington, hereinafter called "the CITY", and First Responder Counseling and Consulting, PLLC, hereinafter called "the CONSULTANT".

WHEREAS, the CITY desires to accomplish the above-referenced project; and WHEREAS, the CITY does not have sufficient staff or expertise to meet the required commitment and therefore deems it advisable and desirable to engage the assistance of a CONSULTANT to provide the necessary services for the project; and

WHEREAS, the CONSULTANT has represented to the CITY that the CONSULTANT is in compliance with the professional registration statutes of the State of Washington, if applicable, and has signified a willingness to furnish consulting services to the CITY, now, therefore,

IN CONSIDERATION OF the terms and conditions set forth below, or attached and incorporated and made a part hereof, the parties agree as follows:

1. Retention of Consultant - Scope of Work. The CITY hereby retains the CONSULTANT to provide professional services as defined in this agreement and as necessary to accomplish the scope of work attached hereto as Exhibit A and incorporated herein by this reference as if set forth in full. The CONSULTANT shall furnish all services, labor, and related equipment necessary to conduct and complete the work, except as specifically noted otherwise in this agreement.

2. Completion of Work. The CONSULTANT shall not begin any work under the terms of this agreement until authorized in writing by the CITY. The CONSULTANT shall complete all work required by this agreement according to the schedule attached as Exhibit B and incorporated herein by this reference as if set forth in full. A failure to complete the work according to the attached schedule, except where such failure is due to circumstances beyond the control of the CONSULTANT, shall be deemed a breach of this agreement. The established completion time shall not be extended because of any delays attributable to the CONSULTANT, but may be extended by the CITY, in the event of a delay attributable to the CITY, or because of unavoidable delays caused by circumstances beyond the control of the CONSULTANT. All such extensions shall be in writing and shall be executed by both parties.

3. Payment. The CONSULTANT shall be paid by the CITY for satisfactorily completed work and services satisfactorily rendered under this agreement as provided in Exhibit C, attached hereto and incorporated herein by this reference as if set forth in full. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work specified in the Scope of Work attached. The CONSULTANT shall be entitled to invoice the CITY no more frequently than once per month during the course of the completion of work and services by the CONSULTANT. Invoices shall detail the work performed or services rendered, the time involved (if compensation is based on an hourly rate) and the amount to be paid. The CITY shall pay all such invoices within 30 days of submittal, unless the CITY gives notice that the invoice is in dispute. In no event shall the total of all invoices paid exceed the maximum amount payable set forth above, if any, and the CONSULTANT agrees to perform all services contemplated by this agreement for no more than said maximum amount.

4. Changes in Work. The CONSULTANT shall make such changes and revisions in the complete work provided by this agreement as may be necessary to correct errors made by the CONSULTANT and appearing therein when required to do so by the CITY. The CONSULTANT shall make such corrective changes and revisions without additional compensation from the CITY. Should the CITY find it desirable for its own purposes to have previously satisfactorily completed work or parts thereof changed or revised, the CONSULTANT shall make such revisions as directed by the CITY. This work shall be considered as Extra Work and will be paid for as provided in Section 5.

Consulting Services Agreement, City of Redmond and First Responder Counseling and Consulting, PLLC

5. Extra Work.

A The CITY may, at any time, by written order, make changes within the general scope of the agreement in the services to be performed. If any such change causes an increase or decrease in the estimated cost of, or the time required for, performance of any part of the work or services under this agreement, whether or not changed by the order, or otherwise affects any other terms or conditions of the agreement, the CITY shall make an equitable adjustment in the (1) maximum amount payable; (2) delivery or completion schedule or both; and (3) other affected terms, and shall modify the agreement accordingly.

B The CONSULTANT must submit any "proposal for adjustment" under this clause within 30 days from the date of receipt of the written order to make changes. However, if the CITY decides that the facts justify it, the CITY may receive and act upon a proposal submitted before final payment of the agreement.

C Failure to agree to any adjustment shall be a dispute under the Disputes clause of this agreement, as provided in Section 13. Notwithstanding any such dispute, the CONSULTANT shall proceed with the agreement as changed.

D Notwithstanding any other provision in this section, the maximum amount payable for this agreement shall not be increased or considered to be increased except by specific written amendment of this agreement.

6. Ownership of Work Product. In performance of the CONSULTANT's obligations under this Agreement, the CITY or the CONSULTANT may receive access to intellectual property (including, but not limited to, knowhow and software) ("Intellectual Property") owned, controlled, or licensed by the other party or a third party ("Owner"). With respect to said Intellectual Property, the CITY and the CONSULTANT agree as follows:

A. Intellectual Property (including derivative works thereof, regardless of authorship) owned, controlled, or licensed by an Owner before commencement of the Scope of Work shall remain the property of the Owner;

B. Subject to subparagraphs A and D hereof, any Intellectual Property (other than derivative works of the CITY's Intellectual Property) developed in connection with this Agreement shall be owned by the CONSULTANT;

C. Upon payment of all amounts due under this Agreement, the CONSULTANT shall be deemed to have granted the CITY a non-exclusive, worldwide, perpetual (without regard to any termination or expiration of this Agreement), irrevocable, fully paid, royalty-free license as to the deliverables identified in the Scope of Work in source and object code form, including all intellectual property and other proprietary rights incorporated therein or embodied thereby. The CITY shall have the right to make, use, reproduce, disclose, modify, adapt, create derivative works based thereon, translate, distribute directly and indirectly, transmit, display, and perform publicly such work for its own internal, non-commercial uses;

D. Except as provided herein, neither party hereto may use, copy, publish, or disclose an Owner's Intellectual Property to others or authorize others to copy, publish, or disclose such Intellectual Property without the Owner's prior written approval; and

Consulting Services Agreement, City of Redmond and First Responder Counseling and Consulting, PLLC

E. Nothing contained in this Paragraph shall affect or modify the CITY's obligation to disclose public records under Chapter 42.56 RCW or other applicable law. Provided, however, that the CONSULTANT may mark any documents furnished to the CITY under the following:

NOTICE: The information herein has been prepared for the use of the City of Redmond, Washington and no others, and is disclosed solely as required under Chapter 42.56 RCW or other applicable law. The information contains data that is copyright by © First Responder Counseling and Consulting, PLLC, all rights reserved, and as such shall not be used by or disclosed outside the original recipient of this disclosure. Recipient may not use the information to provide services to any other person or entity for a fee or other consideration.

7. Independent Contractor. The CONSULTANT is an independent contractor for the performance of services under this agreement. The CITY shall not be liable for, nor obligated to pay to the CONSULTANT, or any employee of the CONSULTANT, sick leave, vacation pay, overtime or any other benefit applicable to employees of the CITY, nor to pay or deduct any social security, income tax, or other tax from the payments made to the CONSULTANT which may arise as an incident of the CONSULTANT performing services for the CITY. The CITY shall not be obligated to pay industrial insurance for the services rendered by the CONSULTANT.

8. Indemnity. The CONSULTANT agrees to hold harmless, indemnify and defend the CITY, its officers, agents, and employees, from and against any and all claims, losses, or liability, for injuries, sickness or death of persons, including employees of the CONSULTANT, or damage to property, arising out of any willful misconduct or negligent act, error, or omission of the CONSULTANT, its officers, agents, subconsultants or employees, in connection with the services required by this agreement, provided, however, that:

A The CONSULTANT's obligations to indemnify, defend and hold harmless shall not extend to injuries, sickness, death or damage caused by or resulting from the sole willful misconduct or sole negligence of the CITY, its officers, agents or employees; and

B The CONSULTANT's obligations to indemnify, defend and hold harmless for injuries, sickness, death or damage caused by or resulting from the concurrent negligence or willful misconduct of the CONSULTANT and the CITY, or of the CONSULTANT and a third party other than an officer, agent, subconsultant or employee of the CONSULTANT, shall apply only to the extent of the negligence or willful misconduct of the CONSULTANT.

9. Insurance. The CONSULTANT shall provide the Insurance coverage described on the Insurance Certificate attached Exhibit J.

The amounts listed on Exhibit J are the minimum deemed necessary by the CITY to protect the CITY'S interests in this matter. The CITY has made no recommendation to the CONSULTANT as to the insurance necessary to protect the CONSULTANT'S interests and any decision by the CONSULTANT to carry or not carry insurance amounts in excess of the above is solely that of the CONSULTANT.

All insurance shall be obtained from an insurance company authorized to do business in the State of Washington. Excepting the professional liability insurance, the CITY will be named on all insurance as an additional insured. The additional insured endorsement shall provide that to the extent of the CONSULTANT's negligence, the CONSULTANT's insurance shall be primary and non-contributing as to the City, and any other insurance maintained by the CITY shall be excess and not contributing insurance with

Consulting Services Agreement, City of Redmond and First Responder Counseling and Consulting, PLLC

respect to the CONSULTANT's insurance. The certificates of insurance shall cover the work specified in or performed under this agreement. No cancellation, reduction or modification of the foregoing policies shall be effective without thirty (30) days prior written notice to the CITY.

10. Records. The CONSULTANT shall keep all records related to this agreement for a period of three years following completion of the work for which the CONSULTANT is retained. The CONSULTANT shall permit any authorized representative of the CITY, and any person authorized by the CITY for audit purposes, to inspect such records at all reasonable times during regular business hours of the CONSULTANT. Upon request, the CONSULTANT will provide the CITY with reproducible copies of any such records. The copies will be provided without cost if required to substantiate any billing of the CONSULTANT, but the CONSULTANT may charge the CITY for copies requested for any other purpose.

11. Notices. All notices required to be given by either party to the other under this Agreement shall be in writing and shall be given in person or by mail to the addresses set forth in the box for the same appearing at the outset of this Agreement. Notice by mail shall be deemed given as of the date the same is deposited in the United States mail, postage prepaid, addressed as provided in this paragraph.

12. Project Administrator. The Project Administrator shall be responsible for coordinating the work of the CONSULTANT, for providing any necessary information for and direction of the CONSULTANT's work in order to ensure that it meets the requirements of this Agreement, and for reviewing, monitoring and approving the quality and quantity of such work. The CONSULTANT shall report to and take any necessary direction from the Project Administrator.

13. Disputes. Any dispute concerning questions of fact in connection with the work not disposed of by agreement between the CONSULTANT and the CITY shall be referred for resolution to a mutually acceptable mediator. The parties shall each be responsible for one-half of the mediator's fees and costs.

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Responder Counseling and Consulting, PLLC

14. Termination.

A. The CITY reserves the right to terminate this agreement at any time upon ten (10) days written notice to the CONSULTANT. Any such notice shall be given to the address specified above. In the event that this agreement is terminated by the City other than for fault on the part of the CONSULTANT, a final payment shall be made to the CONSULTANT for all services performed. No payment shall be made for any work completed after ten (10) days following receipt by the CONSULTANT of the notice to terminate. In the event that services of the CONSULTANT are terminated by the CITY for fault on part of the CONSULTANT, the amount to be paid shall be determined by the CITY with consideration given to the actual cost incurred by the CONSULTANT in performing the work to the date of termination, the amount of work originally required which would satisfactorily complete it to date of termination, whether that work is in a form or type which is usable to the CITY at the time of termination, the cost of the CITY of employing another firm to complete the work required, and the time which may be required to do so.

B. The CONSULTANT may terminate this agreement at any time upon thirty (30) days written notice to the City.

Consulting Services Agreement, City of Redmond and First Responder Counseling and Consulting, PLLC

15. Non-Discrimination. The CONSULTANT agrees not to discriminate against any customer, employee or applicant for employment, subcontractor, supplier or materialman, because of race, creed, color, national origin, sex, religion, honorable discharged veteran or military status, familial status, sexual orientation, age, or the presence of any sensory, mental, or physical disability or the use of a trained dog or service animal by a person with a disability, except for a bona fide occupational qualification. The CONSULTANT understands that if it violates this provision, this Agreement may be terminated by the CITY and that the CONSULTANT may be barred from performing any services for the CITY now or in the future.

16. Compliance and Governing Law. The CONSULTANT shall at all times comply with all applicable federal, state, and local laws, rules, ordinances, and regulations. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

17. Subcontracting or Assignment. The CONSULTANT may not assign or subcontract any portion of the services to be provided under this agreement without the express written consent of the CITY. Any sub-consultants approved by the CITY at the outset of this agreement are named on separate Exhibit attached hereto and incorporated herein by this reference as if set forth in full.

18. Non-Waiver. Payment for any part of the work or services by the CITY shall not constitute a waiver by the CITY of any remedies of any type it may have against the CONSULTANT for any breach of the agreement by the CONSULTANT, or for failure of the CONSULTANT to perform work required of it under the agreement by the CITY. Waiver of any right or entitlement under this agreement by the CITY shall not constitute waiver of any other right or entitlement.

19. Litigation. In the event that either party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this agreement, the parties agree that such actions shall be initiated in the Superior Court of the State of Washington, in and for King County. The parties agree that all questions shall be resolved by application of Washington law and that parties to such actions shall have the right of appeal from such decisions of the Superior Court in accordance with the law of the State of Washington. The CONSULTANT hereby consents to the personal jurisdiction of the Superior Court of the State of Washington, in and for King County. The prevailing party in any such litigation shall be entitled to recover its costs, including reasonable attorney's fees, in addition to any other award.

20. Taxes. The CONSULTANT will be solely responsible for the payment of any and all applicable taxes related to the services provided under this agreement and if such taxes are required to be passed through to the CITY by law, the same shall be duly itemized on any billings submitted to the CITY by the CONSULTANT.

21. City Business License. The CONSULTANT has obtained, or agrees to obtain, a business license from the CITY prior to commencing to perform any services under this agreement. The CONSULTANT will maintain the business license in good standing throughout the term of this Agreement.

22. Entire Agreement. This agreement represents the entire integrated agreement between the CITY and the CONSULTANT, superseding all prior negotiations, representations or agreements, written or oral. This agreement may be modified, amended, or added to, only by written instrument properly signed by both parties hereto. These standard terms and conditions set forth above supersede any conflicting terms and conditions on any attached and incorporate exhibit. Where conflicting language exists, the CITY'S terms and conditions shall govern.

Consulting Services Agreement, City of Redmond and First Responder Counseling and Consulting, PLLC

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first above written.

CONSULTANT:

DocuSigned by:

Brooke Lundquist

037591467E30447

Brooke Lundquist, Authorized Representative of
First Responder Counseling and Consulting,

PLLC 2/14/2024

DATED: _____

CITY OF REDMOND:

DocuSigned by:

Kelley Cochran (Mayor Designee)

5D9F667271464E1...

Angela Birney, Mayor

Kelley Cochran (Mayor Designee)

Finance Director

2/20/2024

DATED: _____

ATTEST/AUTHENTICATED:

DocuSigned by:

Cheryl Xanthos

E725E589610E4E1...

City Clerk, City of Redmond

APPROVED AS TO FORM:

DocuSigned by:

Daniel Kenney

DDAD3355F1F2425...

Office of the City Attorney

Consulting Services Agreement, City of Redmond and First Responder Counseling and Consulting, PLLC

Exhibit A – Scope of Work

The CONSULTANT shall perform all services and provide all goods as identified below:

First Responder Counseling and Consulting, PLLC will provide the Fire Department's leadership team with strategies to support the mental health and wellness of emergency response, administrative staff and their families.

The contract services will provide for a mental health professional that supports consistent engagement and consultation with the workforce that would include an average of 8 – 12 hours per week of the following on-site services:

- a. Consulting with Fire Department executive team to ensure appropriate support for mental health and wellness of the workforce.
- b. Support Critical Incident Stress Management defusing and debriefing sessions as the Redmond Fire Department Facility Dog Handler.
- c. Provide educational services and consultation to the Fire Departments Peer Support and Chaplaincy Program.
- d. Supporting Redmond Fire Department employees and their families with consultation, education, and resource acquisition to maintain behavioral health that provide for positive professional and personal relationships.

Confidentiality: When an employee discusses issues or concerns with the contractor these conversations will be treated as confidential. Only in the extreme instance where there is a question as to the safety of the individual where in the opinion of the mental health professional that the individual is a threat to themselves or others will the Wellness & Resiliency Coordinator be required to report to the Chief of Police any information about the conversations. Under these circumstances Wellness & Resiliency Coordinator will provide the most limited information as feasible to address the immediate concern for the safety and well-being of the individual.

Reporting Relationship: This position will report directly to the Fire Chief, or designee, for the purposes of coordinating department activities and job functions related to this contract.

Qualifications: The contractor must be a Mental Health Counselor licensed with the State of Washington and hold a Master of Administration or Science Degree in Applied Behavior Science. Due to the nature of the work described above, it is important that the person be experienced in providing mental health counseling to public safety personnel, is familiar with the stress of responding to traumatic public safety calls for service and traumatic grief therapy. It is also desirable that the mental health counselor be experienced in providing related marriage and family therapy.

Consulting Services Agreement, City of Redmond and First Responder Counseling and Consulting, PLLC

Exhibit B – Work Schedule

Work Schedule. The CONSULTANT/CONTRACTOR shall complete all project milestones as identified and scheduled below:

Milestone/Description of Task	Scheduled Completion Date
This work will begin upon the signing of the Consultant Agreement between the CITY and the CONSULTANT and will continue until April 30, 2024.	
Consulting with Fire Department Executive Team regarding mental health and wellness of the workforce.	Quarterly
Coordinate or conduct quarterly Fire Departments Peer Support and Chaplaincy Program education/training.	Quarterly
Consult with and educate employees and their families providing them with resource to maintain positive and effective behavioral health.	Annually

Consulting Services Agreement, City of Redmond and First Responder Counseling and Consulting, PLLC

Exhibit C – Payment Schedule

For the goods/services identified in the Scope of Work, the City shall pay CONTRACTOR:

COST: \$170.00 per hour. Estimated at an average of 8 – 12 hours per week.

Total cost per year not to exceed \$40,000. Consultant will provide the CITY with a monthly invoice for services provided. Invoice will detail date, time, length (hours), location and type of services provided.

Consulting Services Agreement, City of Redmond and First Responder Counseling and Consulting, PLLC

Exhibit D – Information Privacy and Security Agreement

This Information Privacy and Security Agreement (“IPSA”) is entered into by and between the City of Redmond (“City”) and First Responder Counseling and Consulting, PLLC (“Contractor”) as of the date last signed below (the “Effective Date”) and hereby amends the attached agreement between City and Contractor (the “Underlying Agreement”). This IPSA shall apply to the extent that the provision of services by Contractor pursuant to the Underlying Agreement, for example including but not limited to, professional services, SAAS, on- premises software, and remote desktop access, involves the processing of City Data, access to City systems, or access to City Data that is subject to privacy laws.

In consideration of the mutual promises in the Underlying Agreement, this IPSA and other good and valuable consideration, the parties agree as follows:

1. Definitions.

a. “Authorized Users” means Contractor’s employees, agents, subcontractors and service providers who have a need to know or otherwise access City Data to enable Contractor to perform its obligations under the Underlying Agreement or the IPSA, and who are bound in writing by confidentiality and other obligations sufficient to protect City Data in accordance with the terms and conditions of this IPSA.

b. “City Data” means any and all information that the City has disclosed to Contractor or that Contractor has created on behalf of the City pursuant to its obligations under the Underlying Agreement. For the purposes of this IPSA, City Data does not cease to be City Data solely because it is transferred or transmitted beyond the City’s immediate possession, custody, or control.

c. “Data Breach” means the unauthorized acquisition, access, use, or disclosure of City Data which compromises the security or privacy of the City Data or associated City software systems.

d. “Services” means all services, work, activities, deliverables, software or other obligations provided by Contractor pursuant to the Underlying Agreement.

2. Standard of Care.

a. Contractor acknowledges and agrees that, in the course of its engagement by City, Contractor may create, receive, or have access to City Data. Contractor shall comply with the terms and conditions set forth in this IPSA in its creation, collection, receipt, access to, transmission, storage, disposal, use, and disclosure of such City Data and be responsible for any unauthorized creation, collection, receipt, access to, transmission, storage, disposal, use, or disclosure of City Data under its control or in the possession of Authorized Users.

b. Contractor further acknowledges that use, storage, and access to City Data shall be performed with that degree of skill, care, and judgment customarily accepted as sound, quality, and professional practices. Contractor shall implement and maintain safeguards necessary to ensure the confidentiality, availability, and integrity of City Data. Contractor shall also implement and maintain any safeguards required to be implemented by applicable state and federal laws and regulations.

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3. User Access to City Data.

a. Contractor shall not access, use or disclose City Data in any manner that would constitute a violation of state or federal law, the terms of the Underlying Agreement, or the terms of this IPSA. Contractor may only provide access to Authorized Users who have a legitimate business need to access, use or disclose City Data in the performance of Contractor's duties to City.

b. If Contractor requires access to a City software system, then each Authorized User must have a unique sign-on identification and password for access to City Data on City systems. Authorized Users are prohibited from sharing their login credentials, and may only receive such credentials upon execution of the Authorized User Access Agreement, attached hereto as Exhibit A. Contractor shall notify City within one (1) day of the departure of any Authorized User, so that City may terminate such Authorized User's access to City software systems.

4. Use of Subcontractors or Agents.

a. Contractor may disclose City Data to a subcontractor and may allow the subcontractor to create, receive, maintain, access, or transmit City Data on its behalf, provided that Contractor obtains satisfactory assurances that the subcontractor will appropriately safeguard the information. Without limiting the generality of the foregoing, Contractor shall require each of its subcontractors that create, receive, maintain, access, or transmit City Data on behalf of Contractor to execute a written agreement obligating the subcontractor to comply with all terms of this IPSA and to agree to the same restrictions and conditions that apply to Contractor with respect to the City Data.

b. Contractor shall be responsible for all work performed on its behalf by its subcontractors and agents involving City Data as if the work was performed by Contractor. Contractor shall ensure that such work is performed in compliance with this IPSA, the Underlying Agreement and applicable law.

5. Use, Storage, or Access to, City Data.

a. Contractor shall only use, store, or access City Data in accordance with, and only to the extent permissible under this IPSA and the Underlying Agreement. Further, Contractor shall comply with all laws and regulations applicable to City Data (for example, in compliance with the Health Insurance Portability and Accountability Act ["HIPAA"] or the FBI Criminal Justice Information Services requirements). If Contractor has access to City protected health information, then Contractor must also execute the City's Business Associate Agreement.

b. Contractor may store City Data on servers housed in datacenters owned and operated by third parties, provided the third parties have executed confidentiality agreements with Contractor. Any transmission, transportation, or storage of City Data outside the United States is prohibited except with the prior written authorization of the City.

Consulting Services Agreement, City of Redmond and First Responder Counseling and Consulting, PLLC

6. Privacy.

a. Contractor represents and warrants that in connection with the Services provided by Contractor:

i. All use of City Data by Contractor shall be strictly limited to the direct purpose of performing the Services, except to the extent that City expressly grants permission in writing for such additional uses.

ii. Collection of data which identifies individuals shall be limited to the minimum required by the Services.

iii. If the Services, in whole or part, involves access or delivery of information pertaining to the City via a public-facing web site, then Contractor represents and warrants that its current privacy policy is published online, and is accessible from the same web site as any web-hosted application that is a part of the Services. Contractor's privacy policy will provide end-users with a written explanation of the personal information collected about end- users, as well as available opt-in, opt-out, and other end-user privacy control capabilities.

iv. If Contractor creates technical system log information, aggregated technical usage or traffic data, and/or statistically measured technical usage or traffic data that contains or originated (in whole or part) from City Data, then Contractor's use of such data shall be strictly limited to the direct purpose of the Services and Contractor's technical security operations and systems maintenance. Contractor is prohibited from using such data that personally identifies an individual for secondary commercial purpose (including but not limited to marketing to such individuals, or disclosing data to third parties for reasons unrelated to the primary purpose for originally collecting the data), nor may Contractor solicit consent from the identified individual to do so unless the Underlying Agreement defines a means to do so that does not unduly burden individual privacy rights.

b. Contractor shall maintain the confidentiality of City Data. Confidential information shall not be deemed to include information which (a) is or becomes publicly known through no fault of Contractor; (b) is a publicly available document; or (c) disclosure of which is required by court order or legal requirement. If disclosure of City Data is required by court order or legal requirement the Contractor shall notify City, unless such notification is prohibited by court order or legal requirement. City may take such legally available measures as it chooses to limit or prevent disclosure of the City Data.

7. Information Security. This Section 7 applies to the extent that Contractor owns, supports, or is otherwise responsible for host(s), network(s), environment(s), or technology products (including hardware or software) which may contain City Data.

a. Contractor represents and warrants that the design and architecture of Contractor's systems (including but not limited to applications and infrastructure) shall be informed by the principle of defense-depth; controls at multiple layers designed to protect the confidentiality, integrity and availability of data.

Consulting Services Agreement, City of Redmond and First Responder Counseling and Consulting, PLLC

b. Contractor shall make appropriate personnel vetting/background checks, have appropriate separation of duties, and undertake other such workflow controls over personnel activities as necessary to safeguard City Data.

c. Contractor shall implement appropriate procedures to monitor and deploy security patches and prevent unintended or unauthorized system configuration changes that could expose system vulnerability or lead to a Data Breach.

d. To the extent that the Services include software that was developed, in whole or part, by Contractor, then Contractor shall ensure that all such Services were developed within a software development life cycle (SDLC) process that includes security and quality assurance roles and control process intended to eliminate existing and potential security vulnerabilities.

e. Contractor shall have appropriate technical perimeter hardening. Contractor shall monitor its system and perimeter configurations and network traffic for vulnerabilities, indicators of activities by threat actors, and/or the presence of malicious code.

f. Contractor shall have access, authorization, and authentication technology appropriate for protecting City Data from unauthorized access or modification, and capable of accounting for access to City Data. The overall access control model of Contractor systems shall follow the principal of least privileges.

g. Contractor shall collaborate with City to safeguard electronic City Data with encryption controls over such City Data both stored and in transit. Contractor shall discontinue use of encryption methods and communication protocols which become obsolete or have become compromised. All transmissions of City Data by Contractor shall be performed using a secure transfer method.

h. Contractor shall maintain a process for backup and restoration of data with a business continuity and disaster recovery plan.

i. Contractor facilities will have adequate physical protections, commensurate with leading industry practice to secure business facilities, data centers, paper files, servers, backup systems, and computing equipment, including, but not limited to, all mobile devices and other equipment with information storage capability.

j. Contractor shall, at its own expense, conduct an information security and privacy risk assessment, no less than annually, in order to demonstrate, substantiate, and assure that the security and privacy standards and practices of Contractor meet or exceed the requirements set out in this IPSA. Upon written request, Contractor shall furnish City with an executive summary of the findings of the most recent risk assessment. In lieu of providing an executive summary, Contractor may provide evidence of privacy and security certification from an independent third party.

i. City reserves the right to conduct or commission additional tests, relevant to the Services, in order to supplement Contractor's assessment. Contractor shall cooperate with such effort.

Consulting Services Agreement, City of Redmond and First Responder Counseling and Consulting, PLLC

ii. If the findings of the risk assessment identify either: a potentially significant risk exposure to City Data, or other issue indicating that security and privacy standards and practices of Contractor do not meet the requirements set out in this IP SA, then Contractor shall notify City to communicate the issues, nature of the risks, and the corrective active plan.

8. Data Breach Procedures and Liability.

a. Contractor shall maintain a data breach plan in accordance with the criteria set forth in Contractor's privacy and security policy and shall implement the procedures required under such data breach plan on the occurrence of a Data Breach, in compliance with the requirements of Washington's data breach notification law codified at RCW 42.56.590. Contractor shall report, either orally or in writing, to City any Data Breach involving City Data including any reasonable belief that an unauthorized individual has accessed City Data. The report shall identify the nature of the event, a list of the affected individuals and the types of data, and the mitigation and investigation efforts of Contractor. Contractor shall make the report to the City immediately upon discovery of the Data Breach, but in no event more than forty-eight (48) hours after discovery of the Data Breach. Contractor shall provide investigation updates to the City. If such Data Breach contains protected health information, as defined by HIPAA, Contractor shall comply with the breach requirements contained in the Business Associate Agreement.

b. Notwithstanding any other provision of the Underlying Agreement, and in addition to any other remedies available to the City under law or equity, Contractor shall promptly reimburse the City in full for all costs incurred by the City in any investigation, remediation or litigation resulting from any data breach caused by contractor. Contractor's duty to reimburse the City includes but is not limited to, reimbursing to the City its cost incurred in doing the following:

i. Notification to third parties whose information may have been or were compromised and to regulatory bodies, law- enforcement agencies or other entities as may be required by law or contract;

ii. Establishing and monitoring call center(s) and credit monitoring and/or identity restoration services to assist each person impacted by a Data Breach of a nature that, in City's sole discretion, could lead to identity theft; and

iii. Payment of legal fees and expenses, audit costs, fines and penalties, and other fees imposed upon the City by a regulatory agency, court of law, or contracting partner as a result of the Data Breach.

c. Upon a Data Breach, Contractor is not permitted to notify affected individuals without the express written consent of City. Unless Contractor is required by law to provide notification to third parties or the affected individuals in a particular manner, City shall control the time, place, and manner of such notification.

9. No Surreptitious Code. Contractor warrants that, to the best of its knowledge, its system is free of and does not contain any code or mechanism that collects personal information or asserts control of the City's system without City's consent, or which may restrict City's access to or use of City Data. Contractor further warrants that it will not knowingly introduce, via any means, spyware, adware, ransomware, rootkit, keylogger, virus, trojan, worm, or other code or mechanism designed to permit unauthorized access to City Data, or which may restrict City's access to or use of City Data.

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10. **Public Records Act.** Contractor recognizes that City is a municipal entity subject to the Public Records Act, Chapter 42.56 RCW, and that City is obligated to disclose records upon request unless a specific exemption from disclosure exists. Nothing in this IPSA is intended to prevent City's compliance with the Public Records Act, and City shall not be liable to Contractor due to City's compliance with any law or court order requiring the release of public records.

11. **City Control and Responsibility.** City retains all ownership, title, and rights to the City Data. City has and will retain sole responsibility for: (a) all City Data; and (b) City's information technology infrastructure, including computers, software, databases, electronic systems (including database management systems) and networks, whether operated directly by City or through the use of third-party services.

12. **Term and Termination.**

a. **Term.** The term of this IPSA is the same as the term in the Underlying Agreement.

b. **Termination.** In addition to the termination rights in the Underlying Agreement, City may terminate this IPSA and the Underlying Agreement as follows:

i. In the event of a material breach of this IPSA by the Contractor, provided that City first sends the Contractor written notice describing the breach with reasonable specificity, including any steps that must be taken to cure the breach. If Contractor fails to cure the breach to the reasonable satisfaction of City within thirty (30) days after receipt of the written notice, this IPSA and the Underlying Agreement may be terminated at the end of the 30-day period; provided, that if a cure cannot be completed within the thirty (30) day period, the cure period shall be extended so long as Contractor shall initiate the cure within the thirty (30) day period and thereafter diligently pursue it to completion, and provided further, that the cure period shall not be extended more than ninety (90) days after receipt of the notice of the breach; or

ii. Immediately upon a Data Breach by Contractor or Contractor's Authorized Users.

c. **Effect of Expiration or Termination.**

i. If City terminates the Underlying Agreement or this IPSA due to a material breach or Data Breach described in Section 12.b above, City shall not be obligated to pay any early termination fees or penalties.

ii. Within thirty (30) days following the expiration or termination of the Underlying Agreement, Contractor shall return to City all City Data in a format and structure acceptable to City and shall retain no copies of such City Data, unless City requires destruction of the City Data. As applicable, Contractor shall comply with any transition service requirements described in the Underlying Agreement.

iii. Contractor is permitted to retain City Data in its backups, archives and disaster recovery systems until such City Data is deleted in the ordinary course of Contractor's data deletion practices; and all City Data will remain subject to all confidentiality, security and other applicable requirements of this IPSA and as otherwise required by law.

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13. **Insurance.** In addition to the insurance requirements of the Underlying Agreement, Contractor will maintain at its sole cost and expense at least the following insurance covering its obligations under this IPSA.

a. Cyber Liability Insurance: With coverage of not less than Two Million Dollars (\$2,000,000) in the aggregate which shall include at a minimum coverage for (i) unauthorized access, which may take the form of a "hacker attack" or a "virus" introduced by a third party or cyber extortion; (ii) crisis management, response costs and associated expenses (e.g. legal and public relations expenses); (iii) breach of the City Data; and (iv) loss of data or denial of service incidents.

b. If Contractor's Services include professional services, then Contractor shall maintain Professional Liability or Errors and Omissions Coverage of not less than Two Million Dollars (\$2,000,000) per claim and in the aggregate.

c. Contractor's insurance shall be primary to any other insurance or self-insurance programs maintained by City. Contractor shall provide to City upon execution a certificate of insurance and blanket additional insured endorsement (if applicable for the Cyber Liability Insurance). Receipt by City of any certificate showing less coverage than required is not a waiver of Contractor's obligations to fulfill the requirements.

d. Upon receipt of notice from its insurer(s), Contractor shall provide City with thirty (30) days prior written notice of any cancellation of any insurance policy, required pursuant to this Section 13. Contractor shall, prior to the effective date of such cancellation, obtain replacement insurance policies meeting the requirements of this Section 13. Failure to provide the insurance cancellation notice and to furnish to City replacement insurance policies meeting the requirements of this Section 13 shall be considered a material breach of this IPSA.

e. Contractor's maintenance of insurance as required by this Section 13 shall not be construed to limit the liability of Contractor to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or equity. Further, Contractor's maintenance of insurance policies required by this IPSA shall not be construed to excuse unfaithful performance by Contractor.

14. **Cumulative Rights and Remedies.** All City rights and remedies set out in this IPSA are in addition to, and not instead of, other remedies set out in the Underlying Agreement, irrespective of whether the Underlying Agreement specifies a waiver, limitation on damages or liability, or exclusion of remedies. The terms of this IPSA and the resulting obligations and liabilities imposed on Contractor shall supersede any provision in the Underlying Agreement purporting to limit Contractor's liability or disclaim any liability for damages arising out of Contractor's breach of this IPSA.

15. **Indemnification.** Contractor shall indemnify, defend and hold harmless City and City's officers, directors, employees, volunteers and agents (each, a "City Indemnitee") from and against any and all third party loss, cost, expense, claims, suit, cause of action, proceeding, damages or liability incurred by such City Indemnitee arising out of or relating to (i) a breach of this IPSA by Contractor; (ii) a violation by Contractor of any information security and privacy statute or regulations; or (iii) any Data Breach by Contractor.

Consulting Services Agreement, City of Redmond and First Responder Counseling and Consulting, PLLC

16. Miscellaneous.

a. Order of Precedence. This IPSA shall survive the expiration or earlier termination of the Underlying Agreement. In the event the provisions of this IPSA conflict with any provision of the Underlying Agreement, or Contractor's warranties, support contract, or service level agreement, the provisions of this IPSA shall prevail.

b. Entire Agreement. This IPSA, including its exhibits, constitutes the sole and entire agreement of the Parties with respect to the subject matter of this IPSA and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter.

c. No Third-Party Beneficiaries. This IPSA is for the sole benefit of the parties hereto and their respective permitted successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this IPSA.

d. Notices. All notices required to be given by either party to the other under this IPSA shall be given to the Technology and Information Systems Service Desk at the following email address: ISAdministration@redmond.gov, or phone number: 425-556-2929. All other notices shall be governed by the requirements of the Underlying Agreement.

e. Amendment and Modification; Waiver. No amendment to or modification of this IPSA is effective unless it is in writing, identified as an amendment to or modification of this IPSA and signed by an authorized representative of each party. The waiver of any breach of any provision of this IPSA will be effective only if in writing. No such waiver will operate or be construed as a waiver of any subsequent breach.

f. Severability. If a provision of this IPSA is held invalid under any applicable law, such invalidity will not affect any other provision of this IPSA that can be given effect without the invalid provision. Further, all terms and conditions of this IPSA will be deemed enforceable to the fullest extent permissible under applicable law and, when necessary, the court is requested to reform any and all terms or conditions to give them such effect.

g. Governing Law; Submission to Jurisdiction. This IPSA is governed exclusively by the laws of the State of Washington, excluding its conflicts of law rules. Exclusive venue for any action hereunder will lie in the state and federal courts located in Seattle, King County, Washington and both parties hereby submit to the jurisdiction of such courts.

h. Counterparts. This IPSA may be executed in counterparts and by facsimile or electronic pdf, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. A signed copy of this IPSA delivered by facsimile, e-mail or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this IPSA.

[Signature Page to Follow]

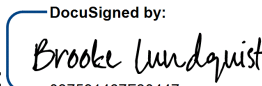
Consulting Services Agreement, City of Redmond and First Responder Counseling and Consulting, PLLC

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the date first above written.


Contractor

City of Redmond

First Responder Counseling and Consulting, PLLC

By:  DocuSigned by:
027591487520447...

Name: Brooke Lundquist
Title: Brooke Lundquist, Owner
Date: 2/14/2024

By:  DocuSigned by:
5D9FC672714C4E1...

Name: Kelley Cochran (Mayor Designee)
Title: Finance Director
Date: 2/20/2024

Consulting Services Agreement, City of Redmond and First Responder Counseling and Consulting, PLLC

Exhibit E – Authorized User Access Agreement

Name of Individual: Brooke Lundquist Name of Contractor: First Responder Counseling and Consulting, PLLC

I understand and agree that I am being provided electronic access to a system containing confidential and or proprietary data (the "City Data") owned and operated by the City of Redmond ("City") due to my employment by or contractual relationship with First Responder Counseling and Consulting, PLLC ("Contractor").

I agree that I may use the City Data for the sole purpose of Contractor's obligations to City and in a manner that complies with City's Information Technology Usage Policy. I understand that under no circumstances shall I attempt to impermissibly access, download, read, alter, use or disclose any City Data.

In the event I inadvertently access City Data not related to Contractor's obligations to City, I agree that I will not use, copy, alter or disclose such data and will immediately delete all such data from my records and notify City.

I understand that my user identification, password and profile (collectively, "Authorized User ID") will allow me to access the City Data. I acknowledge that I will keep my Authorized User ID confidential and will not divulge such information to any other individual or entity. I agree to take appropriate measures to protect the privacy of any City Data and to comply with Contractor's privacy and security policies and procedures. I agree that if I suspect that my Authorized User ID has been obtained by another individual, I will immediately inform City so that appropriate action may be taken.

I understand that my access to City Data may be monitored. I understand that all actions used in connection with the City Data may be saved, searched and audited for compliance. I understand that I do not have any personal privacy rights related to my access of the City Data. I further understand that the City has the right to revoke my access at any time.

I agree that I will not use City Data for any other purpose, including personal use, solicitation for outside business ventures, or clinical or research studies. I understand that unauthorized use or disclosure of certain types of City Data may subject me to civil liability under state and/or federal law, and that improper use or disclosure may constitute a crime.

I understand that should I violate any provision of this Authorized User Access Agreement, City will discontinue my access to the City Data and may terminate access of Contractor.

I acknowledge that I have read, understand and agree with the conditions above. Further, I agree to immediately notify City at jwhitney@redmond.gov of any conflict with or violation of the above conditions.

DocuSigned by:

Brooke Lundquist
037591467E30447
Authorized User Signature

2/14/2024

Date

Consulting Services Agreement, City of Redmond and First Responder Counseling and Consulting, PLLC

Exhibit F – Insurance Addendum

THIS ADDENDUM modifies the provisions of the (check one): ☐ General Services Agreement,
☒ Non-Public Work Consultant Agreement, ☐ Instructional Services Agreement,

☐ Social/Community Services, ☐ Short Term Facility Agreement, ☐ Fixed Asset Loan Agreement

☐ Three Party Consultant Agreement (hereinafter "the Agreement") or ☐ Public Work

Consultant Agreement entered into between the parties on _____.

THE UNDERSIGNED PARTIES agree to modify paragraph 9 of the Non-Public Work Consultant Agreement paragraph 13a of Exhibit D, and paragraph 6.4 of Exhibit G as follows (check all applicable items):

- ☐ The general public liability and property damage insurance limit is increased/reduced to \$ _____ (insert amount).
- ☐ The professional liability insurance amount is increased/reduced to \$ _____ (insert amount). This item relates to Consultant and Three Party Consultant Agreements only.
- ☐ The professional liability insurance requirement is eliminated. This item relates to Consultant and Three Party Consultant Agreements only.
- ☒ The insurance provisions are otherwise modified as follows:
The insurance required on Exhibit J shall be in lieu of any insurance required in Exhibits D and G, even if those exhibits say something to the contrary.

Except as expressly modified above, all insurance-related terms and conditions of the Agreement will remain unchanged and in full force and effect. The City has made no recommendation to the contractor/consultant as to the insurance necessary to protect the contractor/consultant's interests and any decision by the contractor/consultant to carry or not carry insurance amounts or coverage in excess of the above is solely that of the contractor/ consultant.

DATED _____

CITY OF REDMOND
 DocuSigned by:
Kelley Cochran (Mayor Designee)
 5D9FC672714C2E4...
MAYOR ANGELA BIRNEY

CONTRACTOR/CONSULTANT
 DocuSigned by:
Brooke Lundquist
 037591407130447...
Brooke Lundquist, Authorized Representative of First Responder Counseling and Consulting, PLLC

Title: Brooke Lundquist, Owner

ATTEST AND AUTHENTICATED:
 DocuSigned by:
Cheryl Xanthos
 E726E689816E4E1...
CITY CLERK, CITY OF REDMOND

APPROVED AS TO FORM:
 DocuSigned by:
Daniel Kenny
 DDAD3355F1F2425...
OFFICE OF THE CITY ATTORNEY

APPROVED:

RISK MANAGER, CITY OF REDMOND

Consulting Services Agreement, City of Redmond and First Responder Counseling and Consulting, PLLC

Exhibit G – Business Associate Agreement

This Business Associate Agreement (“Agreement”) is entered into by and between the City of Redmond (“Covered Entity”) and First Responder Counseling and Consulting, PLLC, (“Business Associate”), effective as of the ____ day of _____, 2023 (“Effective Date”).

RECITALS

WHEREAS, the parties contemplate one (1) or more arrangements (collectively, the “Arrangement”) whereby Business Associate provides services to Covered Entity, and Business Associate creates, receives, maintains, transmits, or has access to Protected Health Information in order to provide those services;

WHEREAS, Covered Entity is subject to the Administrative Simplification requirements of the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), and regulations promulgated thereunder, including the Standards for Privacy and for Security of Individually Identifiable Health Information codified at 45 Code of Federal Regulations (“CFR”) Parts 160, 162, and 164 (“Privacy Regulations” and “Security Regulations”);

WHEREAS, the Privacy Regulations and Security Regulations require Covered Entity to enter into a contract with Business Associate in order to mandate certain protections for the privacy and security of Protected Health Information, and those regulations prohibit the Disclosure or Use of Protected Health Information by or to Business Associate if such a contract is not in place;

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

I. DEFINITIONS

1.1 Capitalized terms used but not otherwise defined in this Agreement shall have the same meaning assigned to such terms in HIPAA, as amended by the Health Information Technology for Economic and Clinical Health Act of 2009 (“HITECH Act”) and as set forth in 45 CFR Parts 160, 162 and 164.

II. OBLIGATIONS OF BUSINESS ASSOCIATE

2.1 Permitted Uses and Disclosures of PHI. Except as otherwise limited in this Agreement, Business Associate may Use and Disclose PHI to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the written documents describing the Arrangement entered into by the parties, provided that such Use or Disclosure of PHI would not violate the Privacy Regulations or Security Regulations if done by Covered Entity. Business Associate further agrees not to Use or Disclose PHI other than as permitted or required by this Agreement, or as Required by Law.

2.2 Adequate Safeguards for PHI. Business Associate shall implement and maintain appropriate safeguards to prevent the Use or Disclosure of PHI in any manner other than as permitted by this Agreement or as Required by Law.

Consulting Services Agreement, City of Redmond and First Responder Counseling and Consulting, PLLC

2.3 Adequate Safeguards for EPHI. Business Associate shall implement and maintain administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of any EPHI that it creates, receives, maintains, or transmits on behalf of Covered Entity. Business Associate shall comply with the Security Regulations, where applicable, with respect to EPHI to prevent the Use or Disclosure of EPHI other than as permitted by this Agreement. Such compliance shall include but not be limited to, creation and maintenance of security policies and procedures pursuant to 45 CFR 164.316 and an ongoing risk assessment conducted in accordance with 45 CFR 164.308.

2.4 Reporting Non-Permitted Use, Disclosure, or Breach.

(a) Business Associate shall immediately in writing notify Covered Entity of any Use or Disclosure of PHI not permitted by this Agreement of which Business Associate becomes aware.

(b) Business Associate shall report to Covered Entity any Security Incident of which it becomes aware as follows: (a) reports of successful unauthorized access shall be made immediately; and (b) reports of attempted unauthorized access shall be made in a reasonable time and manner considering the nature of the information to be reported.

(c) Business Associate shall report to Covered Entity a Breach or potential Breach of Unsecured PHI without unreasonable delay, but not later than five (5) days, following Business Associate's discovery of such Breach or potential Breach, where such report will include the identification of each individual whose Unsecured PHI has been or is reasonably believed to have been breached, additional information that Covered Entity is required to include in a Breach notification pursuant to 45 CFR 164.404(c), and other information as requested by Covered Entity. Business Associate agrees to not notify patients, the media, or HHS of a Breach unless requested to do so by Covered Entity or unless otherwise required by law. For purposes of the foregoing obligation, "Breach" shall mean the acquisition, access, Use, or Disclosure of PHI in a manner not permitted under the HIPAA Privacy Regulations which compromises the security or privacy of such information, as further defined in 45 CFR 164.402. Business Associate shall supplement its report(s) if the above information is not available at the time of the initial report, and Business Associate shall otherwise cooperate with Covered Entity's requests for information as may be necessary for Covered Entity to evaluate the scope of the incident and related compliance issues. Business Associate must notify Covered Entity of the Breach or potential Breach regardless of whether Business Associate has conducted a risk assessment, or the results of the risk assessment, described in 45 CFR 164.404.

2.5 Notice. All reporting pursuant to this Agreement shall be to the City of Redmond Privacy Officer at the following e-mail address: privacy@redmond.gov.

2.6 Availability of Internal Practices, Books and Records to Government Agencies. Business Associate agrees to make its internal practices, books, and records relating to the Use

Consulting Services Agreement, City of Redmond and First Responder Counseling and Consulting, PLLC

and Disclosure of PHI by Business Associate on behalf of Covered Entity available to the Secretary of the federal Department of Health and Human Services ("HHS") for purposes of determining Covered Entity's compliance with the Privacy Regulations and Security Regulations. Business Associate shall immediately in writing notify Covered Entity of any requests made by HHS and provide Covered Entity with copies of any documents produced in response to such request.

2.7 Access to and Amendment of PHI. In the event that Covered Entity's PHI in the Business Associate's possession constitutes a Designated Record Set, Business Associate shall within five (5) days of receiving a request from Covered Entity for access to PHI about an Individual contained in a Designated Record Set, Business Associate shall: (a) make the PHI specified by Covered Entity available to Covered Entity to access and copy that PHI, and (b) make PHI available to Covered Entity for the purpose of amendment and incorporating such amendments into the PHI. Covered Entity is responsible for responding to Individuals' request for access to PHI and, in the event Business Associate receives such requests directly from Individuals, Business Associate shall notify Covered Entity of the request promptly, but in no event longer than five (5) business days, for Covered Entity to respond to the Individuals. Business Associate shall have a process in place for requests and amendments from Covered Entity.

2.8 Accounting of Disclosures.

(a) In accordance with 45 CFR 164.528, and Section 13405(c) of Title XII, Subtitle D of the HITECH Act, codified at 42 U.S.C. § 17932, Business Associate agrees to: (a) document Disclosures of PHI and information related to such Disclosures; (b) provide such documentation to Covered Entity in a time and manner designated by Covered Entity; and (c) permit Covered Entity to respond to a request by an individual for an accounting of Disclosures of PHI. Within ten (10) days of Business Associate receiving a request from Covered Entity, Business Associate shall provide to Covered Entity an accounting, as described in 45 CFR 164.528, of each Disclosure of PHI made by Business Associate or its employees, agents, representatives, or subcontractors. Covered Entity is responsible for responding to Individuals' request for an accounting and, in the event Business Associate receives such requests directly from Individuals, Business Associate shall notify Covered Entity of the request promptly, but in no event longer than five (5) business days, for Covered Entity to respond to the Individuals.

(b) Any accounting provided by Business Associate under this Section 2.8 shall include: (i) the date of Disclosure; (ii) the name, and address, if known, of the entity or person who received the PHI; (iii) a brief description of Disclosed PHI; and (iv) a brief statement of the purpose of Disclosure. For each Disclosure that could require an accounting under this Section 2.8, Business Associate shall document the information specified in (i) through (iv), above, and shall securely retain this documentation for six (6) years from the date of Disclosure.

2.9 Use of Subcontractors and Agents.

(a) Business Associate may Disclose PHI to a subcontractor, and may allow the subcontractor to create, receive, maintain, access or transmit PHI on its behalf, provided that

Consulting Services Agreement, City of Redmond and First Responder Counseling and Consulting, PLLC

Business Associate obtains satisfactory assurances that the subcontractor will appropriately safeguard the information. Without limiting the generality of the foregoing, Business Associate shall require each of its subcontractors that create, receive, maintain, access or transmit PHI on behalf of Business Associate to execute a written agreement obligating the subcontractor to comply with all terms of this Agreement and to agree to the same restrictions and conditions that apply to Business Associate with respect to the PHI. Upon request from Covered Entity, Business Associate shall provide a list of subcontractors that it has Disclosed PHI to and the nature of the Disclosed PHI.

(b) Business Associate shall terminate its agreement with any subcontractor if Business Associate knows of or discover a pattern of activity or practice of a subcontractor that constitutes a material breach or violation of the subcontractor's HIPAA obligation under the written agreement with Covered Entity Business Associate shall immediately notify Covered Entity of the termination of the subcontractor agreement if such termination resulted from a material breach or violation of the subcontractor's HIPAA obligations.

(c) Business Associate shall require the subcontractor assent in writing to the jurisdiction and laws of the United States, regardless of whether the subcontractor is a foreign entity, is performing services outside the United States, or is not otherwise subject to the jurisdiction of the United States. Business Associate hereby agrees not to transmit or store any PHI outside of the United States.

2.10 Agreement to Mitigate. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a Use or Disclosure of PHI by Business Associate in violation of the requirements of this Agreement, and to promptly communicate to Covered Entity any actions taken pursuant to this Section 2.10.

2.11 Business Associate Practices, Policies and Procedures. Business Associate represents and warrants that Business Associate's privacy and security policies and practices shall meet current standards set by applicable state and federal law for the protection of PHI including, without limitation, user authentication, data encryption, monitoring and recording of database access, internal privacy standards and a compliance plan, all designed to provide assurances that the requirements of this Agreement are met. Upon reasonable notice, Business Associate shall make its facilities, systems, books and records available to Covered Entity to monitor Business Associate's compliance with this Agreement.

2.12 Compliance with Covered Entity Obligations. To the extent Business Associate carries out Covered Entity's obligations under the Privacy Regulations and Security Regulations, Business Associate shall comply with the requirements of such regulations that apply to Covered Entity in the performance of such obligations.

2.13 HITECH Act Compliance. Business Associate will comply with the requirements of the HITECH Act, codified at 42 U.S.C. §§ 17921–17954, which are applicable to business associates, and will comply with all regulations issued by HHS to implement these referenced statutes, as of the date by which business associates are required to comply with such referenced statutes and HHS regulations.

Consulting Services Agreement, City of Redmond and First Responder Counseling and Consulting, PLLC

2.14 **Minimum Necessary.** Business Associate shall Use or Disclose only the minimum necessary amount of PHI to accomplish the intended purpose of such Use or Disclosure.

III. OBLIGATIONS OF COVERED ENTITY

3.1 Covered Entity shall, upon request, provide Business Associate with its current notice of privacy practices adopted in accordance with the Privacy Regulations.

3.2 Covered Entity shall inform Business Associate of any revocations, amendments or restrictions in the Use or Disclosure of PHI if such changes affect Business Associate's permitted or required Uses and Disclosures of PHI hereunder.

IV. ADDITIONAL PERMITTED USES

4.1 Except as otherwise limited in this Agreement or the Arrangement, Business Associate may Use and Disclose PHI as set forth below:

(a) Use of Information for Management, Administration and Legal Responsibilities. Business Associate may Use PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate.

(b) Disclosure of Information for Management, Administration and Legal Responsibilities. Business Associate may Disclose PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate if the Disclosure is Required by Law, or Business Associate obtains reasonable assurances from the person to whom the information is Disclosed that it will be held confidentially and Used or further Disclosed only as Required by Law or for the purpose of which it was Disclosed, and the person notifies Business Associate of any instances of which it is aware where confidentiality of the information has been breached.

V. TERM AND TERMINATION

5.1 Term and Termination. This Agreement shall commence as of the Effective Date and shall continue in effect unless and until terminated by Covered Entity under this Section 5.1. Covered Entity may terminate this Agreement, without cause or penalty, on five (5) days' prior written notice to Business Associate. In addition, this Agreement may be terminated by Covered Entity immediately and without penalty upon written notice by Covered Entity to Business Associate if Covered Entity determines, in its sole discretion, that Business Associate has violated any material term of this Agreement. Business Associate's obligations under Sections 2.4, 2.5, 2.7, 2.8, 2.9, 2.9(b), 2.10, 5.2, 6.3, 6.5, 6.6 and 6.10 of this Agreement shall survive the termination of this Agreement.¹

5.2 Disposition of PHI upon Termination. Upon termination of this Agreement, Business Associate shall either return or destroy, in Covered Entity's sole discretion and in accordance with any instructions by Covered Entity, all PHI maintained in any form by Business Associate or its agents and subcontractors, and shall retain no copies of such PHI unless directed

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to do so by Covered Entity. However, if Covered Entity determines that neither return nor destruction of PHI is feasible, Business Associate may retain PHI provided that Business Associate: (a) continues to comply with the provisions of this Agreement for as long as it retains PHI, and (b) limits further Uses and Disclosures of PHI to those purposes that make the return or destruction of PHI infeasible.

VI. GENERAL TERMS

6.1 No Third Party Beneficiaries. There are no third party beneficiaries to this Agreement.

6.2 Relationship to Agreement Provisions. In the event that a provision of this Agreement is contrary to a provision of any other agreement between the parties, the provisions of this Agreement shall control.

6.3 Indemnification. Business Associate will indemnify, hold harmless and defend Covered Entity from and against any and all claims, losses, liabilities, costs, and other expenses (including attorneys' fees) incurred as a result or arising directly or indirectly out of, or in connection with (a) any misrepresentation, breach, or non-fulfillment of any undertaking on the part of Business Associate under this Agreement; (b) any claims, demands, awards, judgments, actions, and proceedings made by any person or organization, arising out of or in any way connected with Business Associate's obligations under this Agreement; and (c) a breach of unsecured PHI caused by Business Associate or its subcontractors or agents. Without limiting the generality of the foregoing, Business Associate agrees to reimburse Covered Entity for any and all costs and expenses incurred as a result or arising directly or indirectly out of Covered Entity's compliance with the HIPAA breach notification requirements set forth at 42 U.S.C. § 17932 and 45 CFR 164.40 *et seq.* as a result of a Breach by Business Associate, including but not limited to all costs associated with Covered Entity's obligation to notify affected Individuals, the government, and the media of a Breach and any costs for credit monitoring, as applicable or establishing a toll-free number. Any limitation of liability set forth in written agreements pertaining to the Arrangement shall not apply to this Agreement.

6.4 Insurance. Business Associate shall obtain and maintain during the term of this Agreement, and at any time in which it retains PHI, liability insurance covering common law claims, breach notification expenses, data theft, and coverage related to the violation of state or federal information privacy and security laws or regulations. The policy limits for such coverage shall not be less than \$1,000,000 per claim, and \$3,000,000 in the annual aggregate. Such insurance shall name Covered Entity as an additional named insured. A copy of such policy or a certificate evidencing the policy shall be provided to Covered Entity upon written request. Business Associate shall provide Covered Entity with written notice of any policy cancellation within two (2) business days of the receipt of such notice. Failure of Business Associate to maintain the insurance as required shall constitute a material breach of this Agreement, upon which Covered Entity may, after giving five (5) business days notice to Business Associate to correct such breach, immediately terminate this Agreement. Business Associate's maintenance of insurance as required by this Agreement shall not be construed to limit the liability of Business Associate to the coverage provided by such insurance, or otherwise limit Covered Entity's recourse to any remedy available at law or in equity.

Consulting Services Agreement, City of Redmond and First Responder Counseling and Consulting, PLLC

6.5 Data Ownership. Business Associate acknowledges and agrees that Covered Entity owns all rights, interests, and title in and to its data, including all PHI and any de-identified data, and title shall remain vested in Covered Entity at all times. Accordingly, Business Associate hereby acknowledges and agrees that it does not have the right to engage in the sale of PHI. Business Associate shall not de-identify PHI or Use or Disclose any such de-identified information unless otherwise permitted in writing by Covered Entity.

6.6 Governing Law; Venue and Jurisdiction; Attorneys' Fees. This Agreement shall in all respects be interpreted, enforced and governed by the laws of Washington State. Venue for any action or proceeding shall be in King County, Washington. In the event of any litigation or arbitration relating to or arising out of this Agreement, the substantially prevailing party or parties shall be entitled to its cost of litigation or arbitration, and reasonable attorneys' fees, including any attorneys' fees and costs incurred in bankruptcy or insolvency proceedings or on any appeal.

6.7 Legal Compliance. The parties hereto shall comply with applicable laws and regulations governing their relationship, including, without limitation, the Privacy Regulations, the Security Regulations, and any other federal or state laws or regulations governing the privacy, confidentiality, or security of patient health information, including without limitation, the Washington Uniform Healthcare Information Act, RCW Ch. 70.02. Business Associate shall comply with applicable state and federal statutes and regulations as of the date by which business associates are required to comply with applicable statutes and regulations. Any ambiguity in this Agreement shall be resolved to permit Covered Entity to comply with the Privacy Regulations, the Security Regulations, the HITECH Act, RCW ch. 70.02 and other federal or state laws or regulations governing the privacy, confidentiality, or security of patient health information or PHI.

6.8 Amendment. Upon request by Covered Entity, Business Associate agrees to promptly enter into negotiations with Covered Entity concerning the terms of an amendment to this Agreement embodying written assurances consistent with the standards and requirements of the Privacy Regulations, Security Regulations, or other applicable laws. Covered Entity may terminate this Agreement upon thirty (30) days written notice to Business Associate in the event: (a) Business Associate does not promptly enter into negotiations to amend this Agreement when requested by Covered Entity pursuant to this Section, or (b) Business Associate does not enter into an amendment of this Agreement providing assurances regarding the safeguarding of PHI that Covered Entity, in its sole discretion, deems sufficient to satisfy the standards and requirements of the Privacy Regulations, Security Regulations, or other applicable laws.

6.9 Severability. If a provision of this Agreement is held invalid under any applicable law, such invalidity will not affect any other provision of this Agreement that can be given effect without the invalid provision. Further, all terms and conditions of this Agreement will be deemed enforceable to the fullest extent permissible under applicable law, and, when necessary, the court is requested to reform any and all terms or conditions to give them such effect.

Consulting Services Agreement, City of Redmond and First Responder Counseling and Consulting, PLLC

6.10 Public Records Act. The parties acknowledge that the confidentiality provisions of the HIPAA Privacy Regulations constitute an "other statute which exempts or prohibits disclosure" under the Washington State Public Records Act (see RCW 42.56.070(1); *see also Hangartner v. Seattle*, 151 Wn.2d 439, 453 (2004)), and that the confidentiality provisions under the Privacy Regulations and this Agreement shall control. Furthermore, Business Associate shall not release any de-identified health information without first notifying and conferring with Covered Entity.

6.11 No Assignment. Neither party shall assign this Agreement without the prior written consent of the other party.

6.12 Entire Agreement. This Agreement represents the entire agreement between the parties with respect to the subject matter hereof, and supersedes all prior discussions, negotiations and agreements relating to the same subject matter, including, but not limited to other business associate agreements or agreements related to patient data and the access, use, privacy, security and confidentiality of patient data. In the event of conflict between any written or oral provision of the Arrangement and any provision of this Agreement, the applicable provisions of this Agreement shall control with respect to patient data and the access, use, privacy, security and confidentiality of patient data.

6.13 Independent Contractor. Business Associate and Covered Entity are and shall be independent contractors to one another, and nothing herein shall be deemed to cause this Agreement to create an agency, partnership, or joint venture between the parties. No acts performed, or words spoken by either party with respect to any third party, shall be binding upon the other. Any and all obligations incurred by either party in connection with the performance of any of its obligations hereunder shall be solely at that party's own risk. Each party agrees that it shall not represent itself as the agent or legal representative of the other for any purpose whatsoever.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the Effective Date.

Business Associate:**City of Redmond:**

First Responder Counseling and Consulting, PLLC City of Redmond

DocuSigned by:
By: Brooke Lundquist
037581407F30447...

Print Name: Brooke Lundquist

Title: Brooke Lundquist, Owner

Dated: 2/14/2024

DocuSigned by:
By: Kelley Cochran (Mayor Designee)
5D8FC672714C4E4...

Print Name: Kelley Cochran (Mayor Designee)

Title: Finance Director

Dated: 2/20/2024

Consulting Services Agreement, City of Redmond and First Responder Counseling and Consulting, PLLC

Exhibit H – Redmond Fire Department Ride Along Waiver and Confidentiality Agreement

Name: Brooke Lundquist Age: 43 Date of Birth: 2/6/81
Address: 1323 Avenue D, Suite 100, Snohomish, WA 98291 Phone: 98291-327-2859

I hereby request the privilege, for my personal benefit, of accompanying members of the Redmond Fire Department while on general duty which will include my being in and about city-owned fire/emergency medical vehicles and facilities and riding in a fire department vehicle while the same is being used by Redmond Fire Department personnel during the course of fire and emergency medical duties.

I fully understand that during the time I am accompanying any Redmond Fire Department employee, I may be exposed, at my own risk, to a wide variety of dangerous circumstances and situations which include, but are not limited to, emergency response, medical aid incidents, and fire situations.

I hereby waive any and all actions, claims, and demands against the City of Redmond, its officers, agents, and employees, for all personal injuries, illness, property damage, or losses of any nature which may result from any such dangerous activity, including all those which may arise out of the negligence of any firefighter or any other employee or agent of the City of Redmond, and do further release the City of Redmond, its officers, agents, employees, assigns, and subrogates in the event of any loss, damage, or claims arising from the subject dangerous activity.

This agreement is made in consideration of my being allowed to accompany Redmond Fire Department personnel in the performance of their duties. I understand and agree that I will obey and follow any and all directions of any firefighter and, in particular, the person to whom I am assigned during the time that I am accompanying the Redmond Fire Department.

While observing with the Redmond Fire Department program, or at transport destination facilities, I understand that all patient care information is strictly confidential. Patient personal and medical information as well as information documented on the Medical Incident Report Form are to be held in strict confidentiality and cannot be discussed without the expressed or direct consent of the patient. Any unauthorized disclosure of such information could render the Redmond Fire Department, as well as me, liable for damages on grounds of defamation or invasion of the right to privacy.

Understand that patient care is our first and foremost priority. If the scene of the incident or the facility you are observing in becomes busy, or a patient becomes critical, you might be asked to leave until things calm down.

<p>Contractor: Brooke Lundquist First Responder Counseling and Consulting, PLLC 207 Avenue D, Suite 100 Snohomish, WA 98290 Signature: <u>Brooke Lundquist</u> Print Name: <u>Brooke Lundquist</u> Date: <u>2/14/2024</u></p>	<p>City of Redmond By: <u>Kelley Cochran (Mayor Designee)</u> Print Name: <u>Kelley Cochran (Mayor Designee)</u> Title: <u>Finance Director</u> Date: <u>2/20/2024</u></p>
---	---

Consulting Services Agreement, City of Redmond and First Responder Counseling and Consulting, PLLC

Exhibit I – Option for Renewal

The City reserves the right to renew this contract for two years, effective May 1, 2024, with (2) additional one-year renewal terms, for a potential maximum total term of four (4) years and five (5) months, upon serving notice to consultant within thirty (30) calendar days prior to expiration. If a renewal provision is exercised, all terms and conditions of original contract shall remain in full force and effect. A renewal will be accomplished through a separate contract with reference to the original contract. Acceptance of a renewal offer will be by mutual agreement of both parties. The Mayor or designee is authorized to exercise this renewal option.

Should the City exercise a renewal option, the City and Consultant may discuss any necessary changes to services and will confirm price/rates prior to each renewal. Consultant shall notify the City in writing at least thirty (30) days prior to any proposed price adjustment. Acceptance of such a request will be at the sole discretion of the City.



Non-Competitive Procurement Justification Form

Instructions:

Use this form to justify your non-competitive procurement. The Purchasing Division requires a written explanation to document why a product or service is only provided by one source and whether efforts were made to find other vendors.

The purpose of this form is to waive competitive bidding, where multiple quotes would normally be required (see Purchasing Policy for specific requirements and approval thresholds).

Examples of when to use this form:

- Purchases that are not competitively bid because they are clearly and legitimately limited to a single source of supply. Considerations:
 - Licensed, copyrighted or patented products or services that only one vendor provides
 - Compatibility requirements
 - Proprietary or custom-built software or information systems that only one vendor provides
 - Products or services where only one vendor meets the required certifications or statutory requirements
- Purchases that are not competitively bid because they involve special facilities or market conditions.

If competitive bidding is waived, the appropriate signing delegations still need to be followed.

This form is **not** required for:

- Purchases that are competitively bid (where multiple quotes are obtained)
- Purchases under \$10,000
- Intergovernmental cooperative purchases
- Interlocal purchases

Please select one of the following:

- ☒ This is an un-quotable purchase:
- Sole Source
- ☐ This is a quotable purchase but Director or Mayor will waive the use of the competitive process. Please note this option can only be used for the following types of purchases:
- Operating Supplies & Equipment
 - Operating and General Services
 - Professional Services
 - Instructional/Artistic Services

Please complete the following:

Your Name:	Jim Whitney
Your Department:	Fire
Date Requested:	2/12/2024
Requested Product or Service:	Mental Health & Wellness Professional (MHP) Consultant
Estimated Cost:	\$40,000
Vendor (Source of Supply):	First Responder Counseling



Non-Competitive Procurement Justification Form

Vendor Address:	207 Avenue D, Suite 100, Snohomish, WA. 98290
------------------------	---

1. Describe the purpose or function of the requested product or service.

This contracted position will provide Fire Department leadership with a behavioral health medical professional consultant and the Peer Support Team with a leader that promotes wellness, resiliency and education. This will provide well educated personnel to conduct critical incidents defusing after emotional traumatic responses and follow up debriefings for department personnel as needed.

2. Explain why the product/service requested is the only product/service that will work and why alternative vendors or distributors are unacceptable. Be specific with regards to any unique features, characteristics, requirements or capabilities.

The primary objective is to preserve and nurture the strong relationships that have been established over the past several years between MHP Brooke Lundquist and the dedicated staff of the Redmond Fire Department. We appreciate the work Brooke has done and the strong professional relationships she has established with our staff.

3. If the particular product/service was not available or could not be purchased, how would the department proceed with its work?

The dedication and professionalism that MHP Brooke Lundquist has established over the last several years has been instrumental in ensuring the mental well-being of our team, and we acknowledge her valuable contributions to our department. Reestablishing this level of relation across our response staff would be detrimental to the professional relationships previously established. Not having this resource capability will negatively affect the health and safety of response personnel.

4. Describe the market research that was conducted. Explain the efforts made to determine whether other qualified vendors or products/services exist.



Non-Competitive Procurement Justification Form

This is a realignment of a previously established relationship with MHP Brooke Lundquist that has existed for several years. Mental Health Professionals with clear understanding of the critical nature of mental health and wellness of first responders is limited. Through the consultation provided by MHP Brooke Lundquist the Redmond Fire Department has become a leader in the advancement first responder mental health and wellness.

I certify to the best of my knowledge that this purchase is compatible with existing goods, equipment or services and there are no reasonable alternatives or substitutes and/or the product/service is clearly and legitimately available from only one source of supply.

Step 1. Sign below OR provide an email approval:

City Representative:	Signature: Jim Whitney	Date: 2/12/2024
-----------------------------	-------------------------------	------------------------

Step 2. Select the appropriate box and sign below OR provide an email approval:

Director: Select appropriate box below.	Signature: <i>Adrian Sheppard</i>	Date: 2/15/2024
---	--	------------------------

- This is an un-quotable purchase and competitive bidding is waived:
 - ☒ Sole Source: Over \$10,000
- This is a quotable purchase but competitive bidding is waived:
 - ☐ Operating Supplies & Equipment (annually): \$10,001 - \$200,000
 - ☐ Operating Services, Repair & Maintenance, and General Services (annually): \$10,001 - \$50,000
 - ☐ Professional Services (annually): \$10,001 - \$50,000
 - ☐ Instructional/Artistic Services (annually): \$10,001 - \$75,000

Mayor or Designee: Select appropriate box below.	Signature:	Date:
--	-------------------	--------------

- This is a quotable purchase but competitive bidding is waived:
 - ☐ Operating Supplies & Equipment (annually): Over \$200,000
 - ☐ Operating Services, Repair & Maintenance, and General Services (annually): Over \$50,000
 - ☐ Professional Services (annually): Over \$50,000
 - ☐ Instructional/Artistic Services (annually): Over \$75,000

Step 3. Send the completed form and applicable approval to the Purchasing Division; email is acceptable. Include any back-up documentation.



Non-Competitive Procurement Justification Form

Reminder! The purpose of this form is to waive competitive bidding. The appropriate signing levels still need to be followed (see Purchasing Policy for specific requirements and approval thresholds).

To be completed by the Purchasing Department:

Purchasing:	Signature:	Date:
Contract or PO/PA #:		



HEALTHCARE PROVIDERS SERVICE
ORGANIZATION PURCHASING GROUP**Certificate of Insurance**
OCCURRENCE PROFESSIONAL LIABILITY POLICY FORM

Print Date: 11/14/2023

The application for the Policy and any and all supplementary information, materials, and statements submitted therewith shall be maintained on file by us or our Program Administrator and will be deemed attached to and incorporated into the Policy as if physically attached.

PRODUCER	BRANCH	PREFIX	POLICY NUMBER	POLICY PERIOD
018098	970	HPG	0765159906	From: 11/13/23 to 11/13/24 at 12:01 AM Standard Time
Named Insured and Address:				Program Administered by:
First Responder Counseling and Consulting, PLLC 207 Avenue D 100 Snohomish, WA 98290				Healthcare Providers Service Organization 1100 Virginia Drive, Suite 250 Fort Washington, PA 19034 1-888-288-3534 www.hpsso.com
Medical Specialty:			Code:	Insurance Provided by:
Mental Health Counselor Firm			80723	American Casualty Company of Reading, Pennsylvania 151 N. Franklin Street Chicago, IL 60606
Excludes Cosmetic Procedures				

Professional Liability \$ 1,000,000 each claim \$ 5,000,000 aggregate

Your professional liability limits shown above include the following:

- * Good Samaritan Liability
- * Sexual Misconduct Included in the PL limit shown above subject to \$ 25,000 aggregate sublimit
- * Malplacement Liability
- * Personal Injury Liability

Coverage Extensions

License Protection	\$ 25,000	per proceeding	\$ 25,000	aggregate
Defendant Expense Benefit	\$ 1,000	per day limit	\$ 25,000	aggregate
Deposition Representation	\$ 10,000	per deposition	\$ 10,000	aggregate
Assault	\$ 25,000	per incident	\$ 25,000	aggregate
Includes Workplace Violence Counseling				
Medical Payments	\$ 25,000	per person	\$ 100,000	aggregate
First Aid	\$ 10,000	per incident	\$ 10,000	aggregate
Damage to the Property of Others	\$ 10,000	per incident	\$ 10,000	aggregate
Enterprise Privacy Protection - Claims Made	\$ 25,000	per incident	\$ 25,000	aggregate
Retroactive Date: 11/13/2023(Defense inside limits)				
Media Expense	\$ 25,000	per incident	\$ 25,000	aggregate

Workplace Liability

Workplace Liability	Included in Professional Liability Limit shown above	
Fire & Water Legal Liability	Included in the PL limit shown above subject to \$150,000	aggregate sublimit
Personal Liability	Excluded	

Total \$ 600.00

Base Premium \$600.00

Policy Forms and Endorsements (Please see attached list of policy forms and endorsements)


Chairman of the Board


Secretary

Keep this Certificate of Insurance in a safe place. It and proof of payment are your proof of coverage. There is no coverage in force unless the premium is paid in full. To activate your coverage, please remit premium in full by the effective date of this Certificate of Insurance.

Coverage Change Date:

Endorsement Date:

Master Policy: 188711433

CNA93692 (11-2018)

EXTENSION AND AMENDMENT OF CONSULTING SERVICES AGREEMENT

THIS EXTENSION AND AMENDMENT extends and amends the Consulting Services Agreement entered into between the City of Redmond, Washington, hereinafter referred to as the “City,” and First Responder Counseling and Consulting, PLLC, hereinafter referred to as the “Consultant.”

WHEREAS, the City and the Consultant entered into the Consulting Services Agreement on _____, 2024, and

WHEREAS, the Consulting Services Agreement provides for a term that expires on April 30, 2024, and

WHEREAS, the City and the Consultant wish to extend the Consulting Services Agreement for twenty (20) months commencing May 1, 2024, and amend certain provisions of the Consulting Services Agreement as agreed to by the City and the Consultant.

NOW, THEREFORE, in consideration of and subject to the terms and conditions set forth herein, the City and the Consultant agree as follows:

Section 1. Extension. The City and the Consultant hereby agree that the Consulting Services Agreement is extended for a twenty (20) month term commencing May 1, 2024, and ending December 31, 2025, subject to the amendments provided herein. The Completion Date of the Consulting Services Agreement is amended to April 30, 2026.

Section 2. Maximum Amount Payable. The Maximum Amount Payable under the Consulting Services Agreement for the period commencing May 1, 2024, and ending April 30, 2026, is \$200,000.00, with a maximum of \$60,000 payable for services rendered between May 1, 2024, and December 31, 2024 and a maximum of \$100,000 payable for services rendered between May 1, 2025, and December 31, 2025.

Section 3. Scope of Work. The Scope of Work under the Consulting Services Agreement for the period from May 1, 2024, to December 31, 2025, is set forth on Exhibit A hereto and incorporated herein by this reference as if set forth in full.

Section 4. Work Schedule. The Work Schedule under the Consulting Services Agreement for the period from May 1, 2024, to December 31, 2025, is set forth on Exhibit B hereto and incorporated herein by this reference as if set forth in full.

Section 5. Payment Schedule. The Payment Schedule under the Consulting Services Agreement for the period from May 1, 2024, to December 31, 2025, is set forth on Exhibit C hereto and incorporated herein by this reference as if set forth in full.

Section 6. Authorized User Access Agreement. The Authorized User Access Agreement under the Consulting Services Agreement for the period from May 1, 2024, to December 31, 2025, is set forth on Exhibit E hereto and incorporated herein by this reference as if set forth in full.

Section 7. Redmond Fire Department Ride Along Waiver and Confidentiality Agreement. The Redmond Fire Department Ride Along Waiver and Confidentiality Agreement under the Consulting Services Agreement for the period from May 1, 2024, to December 31, 2025, is set forth on Exhibit H hereto and incorporated herein by this reference as if set forth in full.

Section 8. Remaining Provisions. Except as expressly amended herein, all other provisions of the Consulting Services Agreement shall remain unchanged and in full force and effect for the period from May 1, 2024, to December 31, 2025.

EXECUTED by the parties on the dates set forth below and effective as of the last date.

CONSULTANT:
FIRST RESPONDER COUNSELING AND
CONSULTING, PLLC

CITY OF REDMOND

By: _____
(Type or Print Name)
Title: _____
Date: _____

Angela Birney, Mayor
Date: _____



Memorandum

Date: 5/21/2024

Meeting of: Committee of the Whole - Public Safety and Human Services

File No. CM 24-227

Type: Committee Memo

TO: Committee of the Whole - Public Safety and Human Services

FROM: Mayor Angela Birney

DEPARTMENT DIRECTOR CONTACT(S):

Fire	Adrian Sheppard, Fire Chief	425-556-2201
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DEPARTMENT STAFF:

Fire	Rich Gieseke	Acting Fire Marshal
Fire	Gary Smith	Assistant Fire Marshal

TITLE:

Ordinance: Amending Redmond Municipal Code 15.06 Fire Code, 9.26 Fireworks, and 9.31 Park Rules

OVERVIEW STATEMENT:

An ordinance prohibiting the manufacturing, storage, sale, and use of fireworks within the City of Redmond.

☐ **Additional Background Information/Description of Proposal Attached**

REQUESTED ACTION:

☐ **Receive Information**

☒ **Provide Direction**

☐ **Approve**

REQUEST RATIONALE:

- **Relevant Plans/Policies:**
N/A
- **Required:**
RCW 70.77.250(4) allows local adoption of ordinances relating to fireworks
- **Council Request:**
Restriction of fireworks was a part of the Council Retreat priorities.
- **Other Key Facts:**
At the request of the Mayor's Office

OUTCOMES:

Restricting the storage, sale, and discharge of fireworks supports the City's initiatives in environmental sustainability, wildfire reduction, and water quality affecting community members.

COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:

- **Timeline (previous or planned):**
N/A
- **Outreach Methods and Results:**
N/A
- **Feedback Summary:**
N/A

BUDGET IMPACT:

Total Cost:

None

Approved in current biennial budget: ☐ Yes ☐ No ☒ N/A

Budget Offer Number:

N/A

Budget Priority:

Safe and Resilient

Other budget impacts or additional costs: ☐ Yes ☐ No ☒ N/A

If yes, explain:

N/A

Funding source(s):

N/A

Budget/Funding Constraints:

N/A

☐ Additional budget details attached

COUNCIL REVIEW:

Previous Contact(s)

Date	Meeting	Requested Action
	Item has not been presented to Council	

Proposed Upcoming Contact(s)

Date: 5/21/2024

Meeting of: Committee of the Whole - Public Safety and Human Services

File No. CM 24-227

Type: Committee Memo

Date	Meeting	Requested Action
6/4/2024	Business Meeting	Approve

Time Constraints:

RCW requires a 1 year waiting period prior to fireworks ordinances going into effect. Approval prior to June 30, 2024, will allow the ordinance to be effective July 1, 2025.

ANTICIPATED RESULT IF NOT APPROVED:

Public display, religious, and private organizations will continue to be able to discharge fireworks within the City of Redmond when properly permitted per the Redmond Fire Code.

ATTACHMENTS:

Attachment A: Fireworks Ordinance

CODE

CITY OF REDMOND
ORDINANCE NO. _____

AN ORDINANCE OF THE CITY OF REDMOND,
WASHINGTON, AMENDING REDMOND MUNICIPAL CODE
15.06 FIRE CODE, 9.26 FIREWORKS AND 9.31 PARK
RULES AS THEY RELATE TO MANUFACTURING,
STORAGE, SALES, AND USE OF FIREWORKS,
PROVIDING FOR SEVERABILITY AND ESTABLISHING AN
EFFECTIVE DATE.

WHEREAS, the City is dedicated to clean air, water, land and environment; and

WHEREAS, due to climate change the risk of wildfire is ever increasing; and

WHEREAS, fireworks contribute to noise pollution, negatively affecting community members, pets, and wildlife; and

WHEREAS, debris and remnants from fireworks present a litter problem in public spaces, parks and waterways, requiring cleanup efforts; and

WHEREAS, fireworks are known to cause and contribute to perchlorate contamination of surface and groundwater resources, threatening aquatic life and the quality of the City's drinking water aquifer; and

WHEREAS, repairs due to fireworks on synthetic/turf fields in our parks are expensive and time consuming, and

WHEREAS, the Revised Code of Washington allows under RCW 70.77.250(4) for a City to adopt ordinances that are more restrictive,

WHEREAS, the effective date of the fireworks ordinance will be no sooner than one year after its adoption,

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF REDMOND, WASHINGTON, DO ORDAIN AS FOLLOWS:

Section 1. Classification. This ordinance is of a general and permanent nature and shall become a part of the City Code.

Section 2. Adoption of RMC 15.06.012 (F).

RMC 15.06.012 (F) is adopted to add a new sub-section as follows:

(F) The manufacture, construction, production, packaging, storage, sale, exchange, and use of display fireworks, consumer fireworks, articles pyrotechnic, special effects, agricultural and wildlife fireworks as defined in RCW 70.77 shall be prohibited throughout the City.

Section 3. Amendment of RMC 15.06.013 (A) (60).

Amend the Redmond Fire Code 15.06.013 (A)(60) that adopts Section 5608.1.1 Fireworks to read as follows:

5608.1.1 Fireworks

Refer to Redmond Municipal Code **(RMC) Section 15.06.012(F) Restrictions and RMC** Chapter 9.26 Fireworks and to RCW 70.77.120 et seq. (State Fireworks Law).

Section 4. Amendment of RMC Chapter 9.26 Fireworks.

Amend RMC Chapter 9.26.020 to read as follows:

9.26.020 Possession **or manufacture** of fireworks unlawful.

It is unlawful for any person to **manufacture, construct, produce, package, or store** ~~[SELL, POSSESS, USE OR EXPLODE]~~ any dangerous fireworks within the City. ~~[+ PROVIDED, THAT THIS PROHIBITION SHALL NOT APPLY TO DULY AUTHORIZED PUBLIC DISPLAYS.]~~ Any item of fireworks, **including those that do** ~~[WHICH DOES]~~ not meet the State of Washington Fire Marshal's approval in conformity with RCW Chapter 70.77, as amended shall be deemed dangerous and **are** ~~[IS]~~ prohibited by this chapter.

Section 5. Amendment of RMC Chapter 9.26 Fireworks.

Amend RMC Chapter 9.26.040 to read as follows:

9.26.040 Sale and discharge of fireworks prohibited.

No person shall offer for retail sale, exchange, or sell any fireworks within the City. ~~[EXCEPT AS AUTHORIZED BY A STATE LICENSE AND CITY PERMIT GRANTED PURSUANT TO RCE 70.77.260(2) (PUBLIC DISPLAY) OR RCE 70.77.311(2) (USE BY INDIVIDUAL OR GROUP FOR RELIGIOUS OR OTHER SPECIFIED PURPOSE ON APPROVED DATE AND AT APPROVED LOCATION,~~] No person shall use, ignite, explode or discharge any fireworks within the City.

Section 6. Amendment of RMC Chapter 9.26 Fireworks.

Amend RMC Chapter 9.26.130 to read as follows:

9.26.130 Enforcement.

The Fire Chief, or designee, is authorized to enforce all provisions of this chapter. ~~[AND, IN ADDITION TO CRIMINAL SANCTIONS OR CIVIL REMEDIES, HE MAY REVOKE ANY PERMIT ISSUED PURSUANT TO THIS CHAPTER UPON ANY FAILURE OR REFUSAL OF THE PERMITTEE TO COMPLY WITH THE ORDERS AND DIRECTIVES OF THE FIRE CHIEF OR DESIGNEE, AND/OR TO COMPLY WITH ANY PROVISIONS OF THIS CHAPTER OR THE REQUIREMENTS OF THE REDMOND ZONING CODE RELATING TO TEMPORARY STRUCTURES.]~~

Section 7. Amendment of RMC Chapter 9.31 Parks Rules.

Amend RMC Chapter 9.31.400 Fireworks to read as follows:

9.31.400 Fireworks

A. No person shall possess, discharge, set off, or cause to be discharged, in or into any City of Redmond park area, any firecracker, torpedo, rocket, firework, explosive or substance harmful to the life or safety of person or property. ~~[, UNLESS SO AUTHORIZED BY THE DEPARTMENT.]~~

Section 8. Repeal of Sections. Redmond Municipal Code Sections 9.26.030, 9.26.050, 9.26.060, 9.26.065 and 9.26.095 are hereby repealed in their entirety.

Section 9. Severability. If any section, sentence, clause or phrase of this ordinance should be held to be invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect the validity or constitutionality of any other section, sentence, clause or phrase of this ordinance.

Section 10. Effective date. This ordinance shall become effective one year after its publication, or publication of a summary thereof, in the city's official newspaper, or as otherwise provided by law.

ADOPTED by the Redmond City Council this _____ day of _____, 2024.

CITY OF REDMOND

ANGELA BIRNEY, MAYOR

ATTEST:

CHERYL XANTHOS, MMC, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

DANIEL KENNY, CITY ATTORNEY

FILED WITH THE CITY CLERK:
PASSED BY THE CITY COUNCIL:
SIGNED BY THE MAYOR:
PUBLISHED:
EFFECTIVE DATE:
ORDINANCE NO.



Memorandum

Date: 5/21/2024

Meeting of: Committee of the Whole - Public Safety and Human Services

File No. CM 24-229

Type: Committee Memo

TO: Committee of the Whole - Public Safety and Human Services

FROM: Mayor Angela Birney

DEPARTMENT DIRECTOR CONTACT(S):

Fire	Fire Chief Adrian Sheppard	425-556-2201
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DEPARTMENT STAFF:

Fire	Rich Gieseke	Acting Fire Marshal
Fire	Gary Smith	Assistant Fire Marshal

TITLE:

Fire Save v. Loss (Q1 2024)

OVERVIEW STATEMENT:

This presentation provides a summary of fire incidents and an overview of fires investigated during the first quarter of 2024.

☐ **Additional Background Information/Description of Proposal Attached**

REQUESTED ACTION:

☒ **Receive Information**

☐ **Provide Direction**

☐ **Approve**

REQUEST RATIONALE:

- **Relevant Plans/Policies:**
N/A
- **Required:**
N/A
- **Council Request:**
N/A
- **Other Key Facts:**
 - This information is intended to provide the Public Safety Committee with metrics regarding fire incidents and fire investigations that occurred during the first quarter of 2024.
 - This is a recurring quarterly report.

OUTCOMES:

N/A

COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:

- **Timeline (previous or planned):**
N/A
- **Outreach Methods and Results:**
N/A
- **Feedback Summary:**
N/A

BUDGET IMPACT:

Total Cost:
N/A

Approved in current biennial budget: ☐ Yes ☐ No ☒ N/A

Budget Offer Number:
N/A

Budget Priority:
Safe and Resilient

Other budget impacts or additional costs: ☐ Yes ☐ No ☒ N/A
If yes, explain:
N/A

Funding source(s):
N/A

Budget/Funding Constraints:
N/A

☐ Additional budget details attached

COUNCIL REVIEW:

Previous Contact(s)

Date	Meeting	Requested Action
	Item has not been presented to Council	N/A

Proposed Upcoming Contact(s)

Date	Meeting	Requested Action
N/A	None proposed at this time	N/A

Date: 5/21/2024

Meeting of: Committee of the Whole - Public Safety and Human Services

File No. CM 24-229

Type: Committee Memo

Time Constraints:

N/A

ANTICIPATED RESULT IF NOT APPROVED:

N/A

ATTACHMENTS:

Attachment A: Fire Save v. Loss (Q1 2024)

Fire Summary Report

Save vs. Loss Q1 2024

Committee of the Whole - Public Safety

May 21st, 2024

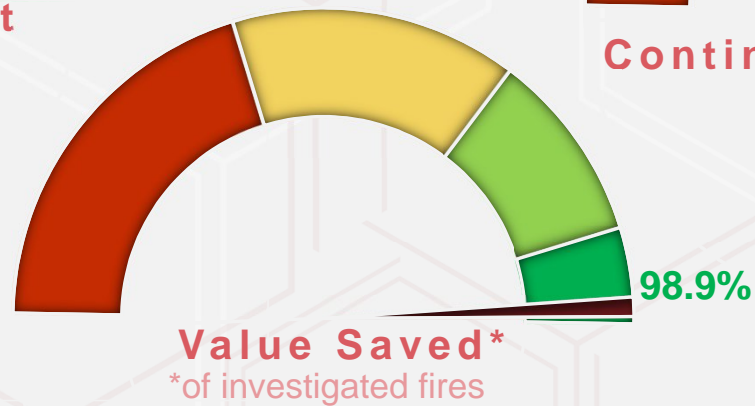
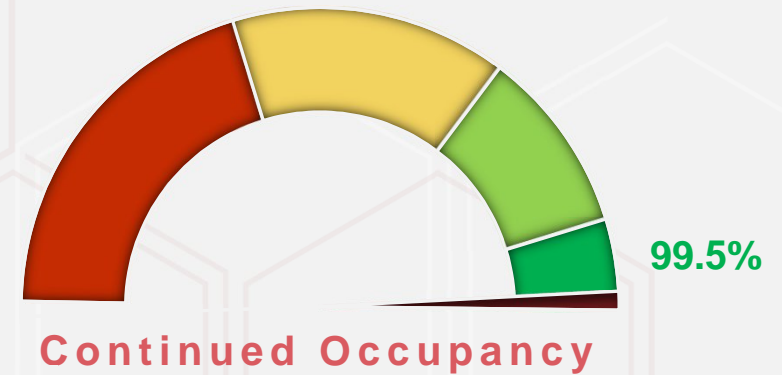
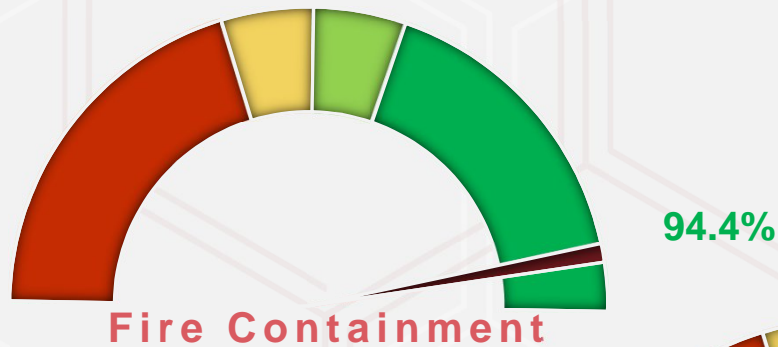


Purpose

This presentation provides a summary of fire incidents and an overview of fires investigated in the first quarter of 2024.



Outcomes (Jan 2019- Mar 2024)



- Meeting or exceeding the goal
- Reasonably close to goal
- Not meeting goal, needs improvement
- Not meeting goal, expedient effort to improve performance

Zero civilian fire deaths



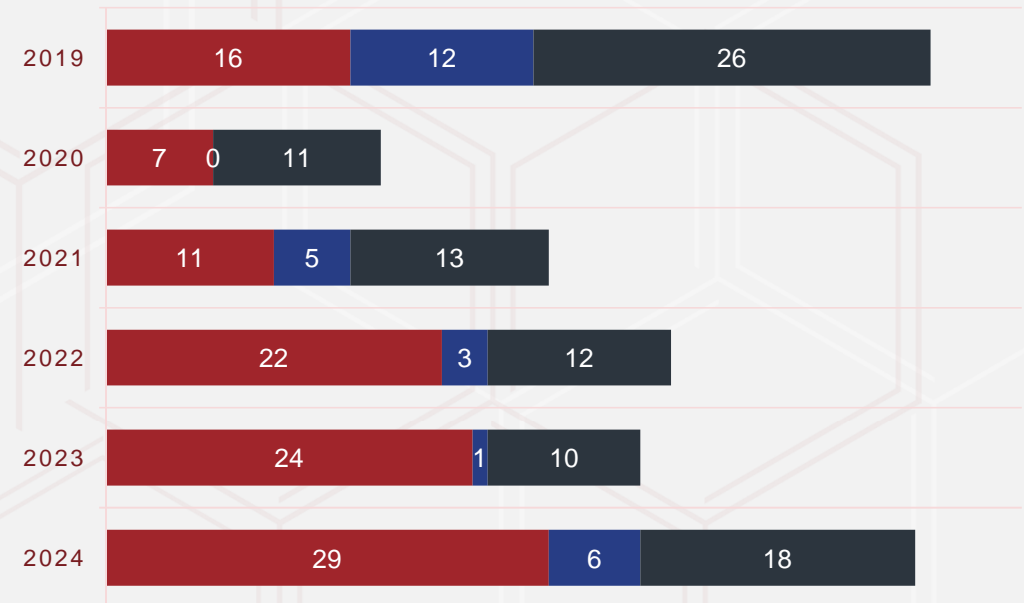
Fire Incidents by NFIRS* Code

Code	2019	2020	2021	2022	2023	2024
100 - Fire, other	25	18	16	31	28	11
111 - Building fire	58	38	38	67	50	16
112 - Fires in structure other than in a building	0	1	2	0	1	1
113 - Cooking fire, contained to container	11	14	18	40	51	15
114 - Chimney or flue fire, confined for chimney or flue	0	2	3	5	3	1
117 - Commercial compactor fire, confined to rubbish	0	0	0	0	1	0
118 - Trash or rubbish fire contained	2	3	3	7	5	6
122 - Fire in Motorome	0	1	1	0	0	0
123 - Fire in portable building, fixed location	0	0	1	1	1	0
130- Mobile property (vehicle) fire, other	1	0	2	0	1	0
131 - Passenger vehicle fire	9	7	14	15	23	6
132 - Road freight or transport vehicle fire	1	1	0	5	1	1
136 - Self-propelled motor home or recreational vehicle	0	1	0	0	0	0
137 - Camper or recreational vehicle (RV) fire	0	0	0	0	0	0
140 - Natural vegetation fire, other	13	19	29	38	46	2
141 - Forest, woods or wildland fire	3	3	3	1	4	0
142 - Brush or brush and grass mixture fire	11	6	11	12	21	2
143 - Grass fire	2	0	2	0	5	0
150 - Outside rubbish fire, other	5	5	8	11	7	1
151 - Outside rubbish, trash or waste fire	9	7	3	14	10	4
152- Garbage Dump	0	0	1	0	0	0
153 - Construction or demolition landfill fire	0	0	1	1	0	0
154 - Dumpster or other outside trash receptacle fire	5	6	9	6	9	2
155 - Outside stationary compactor/compacted trash fi	1	0	0	0	1	0
160 - Special outside fire, other	2	9	7	21	13	2
161 - Outside Storage	0	0	0	1	0	1
162 - Outside equipment fire	0	1	4	2	0	2
164 - Outside Mailbox	0	0	0	1	0	0
Blank, Unspecified	1	0	0	1	1	0
Total	159	142	176	280	282	73

Annual Totals: City, District, Other

Fire Incident Totals by Year and Jurisdiction

■ City ■ District ■ Other



Quarter over Quarter

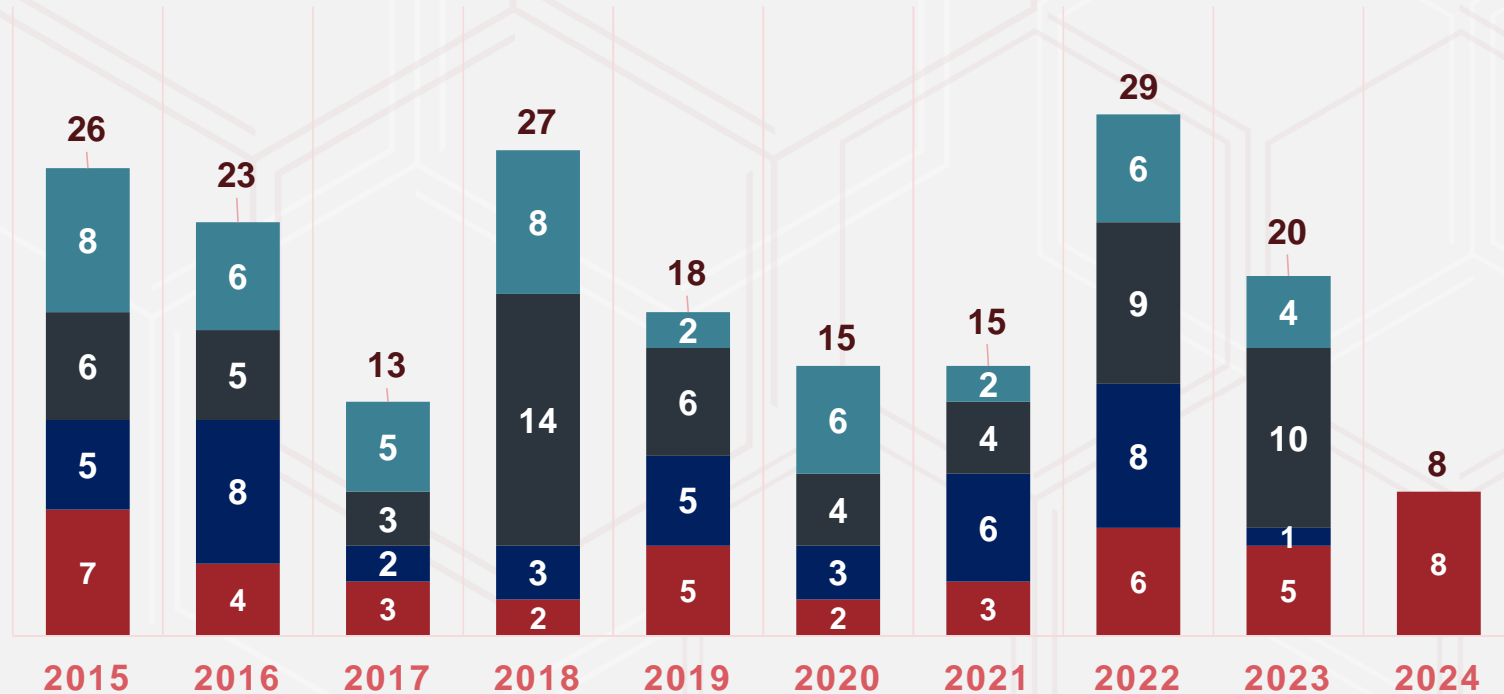


*National Fire Incident Reporting System

Investigated Fires

YEARS AT A GLANCE 2015 - 2024

■ Q1 ■ Q2 ■ Q3 ■ Q4





Fire Investigation Summary Q1

- Structure Fire – Multi-Family Residential
- Date: 1/5/2024
- Property value saved: 99.9%
 - Est. Structure Loss: \$2,000
 - Value: \$62,442,138
- Confined to area of origin
- Fire extinguished by RFD
- Occupancy rate post fire: 100%



Fire Investigation Summary Q1

- Outdoor Fire – Public Exterior
- Date: 1/23/2024
- Property value saved: 100%
 - Est. Structure Loss: N/A
 - Value: N/A
- Confined to area of origin
- Fire extinguished by RFD
- Occupancy rate post fire: N/A





Fire Investigation Summary Q1

- Structure Fire – Multi-Family Residential
- Date: 2/7/2024
- Property value saved: 100%
 - Est. Structure Loss: \$0
 - Value: \$36,836,767
- Confined to area of origin
- Fire self-extinguished
- Occupancy rate post fire: 100%



Fire Investigation Summary Q1

- Commercial Fire – Private Exterior
- Date: 2/7/2024
- Property value saved: 100%
 - Est. Structure Loss: \$0
 - Value: \$339,200
- Confined to area of origin
- Fire self-extinguished
- Occupancy rate post fire: 100%





Fire Investigation Summary Q1

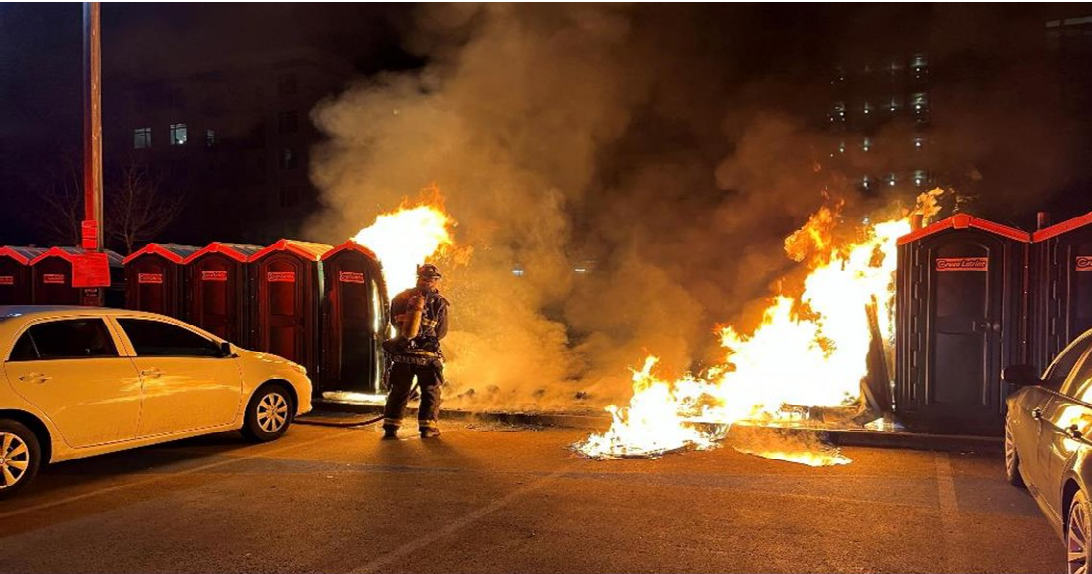
- Commercial Fire – Private Exterior
- Date: 2/7/2024
- Property value saved: 100%
 - Est. Structure Loss: N/A
 - Value: \$1,000
- Confined to area of origin
- Fire extinguished by RFD
- Occupancy rate post fire: N/A



Fire Investigation Summary Q1

- Vehicle Fire
- Date: 2/21/2024
- Property value saved: 99%
 - Est. Structure Loss: \$10,000
 - Value: \$3,984,689
- Not confined to area of origin
- Fire extinguished by RFD
- Occupancy rate post fire: 100%





Fire Investigation Summary Q1

- Multiple Fires
 - Commercial Fire – Public Exterior
- Date: 3/9/2024
- Property value saved: 100%
 - Est. Structure Loss: \$0
 - Value: \$0
- Confined to area of origin
- Fire extinguished by RFD
- Occupancy rate post fire: N/A



Fire Investigation Summary Q1

- Structure Fire – One or Two Family Residential
- Date: 3/30/2024
- Property value saved: 98%
 - Est. Structure Loss: \$10,000
 - Value: \$501,000
- Confined to area of origin
- Fire extinguished by RFD
- Occupancy rate post fire: 100%



Thank You

Any Questions?

AFM Gary Smith

GSmith@redmond.gov





Memorandum

Date: 5/21/2024

Meeting of: Committee of the Whole - Public Safety and Human Services

File No. CM 24-244

Type: Committee Memo

TO: Committee of the Whole - Public Safety and Human Services

FROM: Mayor Angela Birney

DEPARTMENT DIRECTOR CONTACT(S):

Executive	Malisa Files, Chief Operating Officer	425-556-2166
Fire	Adrian Sheppard, Chief	425-556-2201
Planning and Community Development	Carol Helland, Director	425-556-2107
Police	Darrell Lowe, Chief	425-556-2529

DEPARTMENT STAFF:

Fire	Jim Whitney	Deputy Chief
Planning and Community Development	Seraphie Allen	Deputy Director
Police	Brian Coats	Deputy Chief

TITLE:

Community Health Through THRIVE

OVERVIEW STATEMENT:

Provide an overview of the progress and recent developments in our Community Health Program.

At the direction of the City Council, the Community Health Program has made significant strides in its structure and operations, including increased coordination and co-location of the teams that support a holistic approach to address various health needs within our community. Through a comprehensive approach, we have seen positive trends in data collection capabilities related to human services outreach, mobile integrated health services, and the forthcoming implementation of MHP co-response teams.

One of the key updates to discuss is the recent expansion of the Community Health program through the addition of three Community Care Coordinators. These coordinators add support for the THRIVE teams and bring specialized expertise in community housing, physical health, and mental health that is enhancing the program's ability to provide tailored and integrated care services that will support long term independence.

This strategic expansion aligns with the program's overarching goals of ensuring comprehensive and holistic community health services. It signifies the City of Redmond's commitment to meeting the diverse and evolving needs of our residents in a structured and effective manner.

☒ **Additional Background Information/Description of Proposal Attached**

REQUESTED ACTION:

☒ **Receive Information**

☐ **Provide Direction**

☐ **Approve**

REQUEST RATIONALE:

- **Relevant Plans/Policies:**
City of Redmond Comprehensive Plan, Community Strategic Plan, Human Services Strategic Plan, Fire Strategic Plan, and Police Master Plans.
- **Required:**
N/A
- **Council Request:**
An update on the status of the Community Health Program.
- **Other Key Facts:**
N/A

OUTCOMES:

The supportive strategies implemented thus far have laid the foundation for the program's next steps, including the exploration of an alternative response model within the Community Health Program. The commitment to co-locating the THRIVE teams and adding care coordinators underscores the city's dedication to enhancing the health, well-being, and safety of the communities we serve. This work addresses diverse needs and ensures coordinated continuity of care across multiple health domains.

We highly value your collaboration as we enter the next phase of continuing the efforts of strengthening our Community Health Program. Our goal remains to uphold a holistic approach to addressing the health and safety of all residents. Key areas for discussion and direction include:

- Briefing on Regional Partners Status
- Third-Party Provider Programs
- Internal Development of Alternative Response Strategies
- Monitoring Status and Continuing Evaluation

Council input and guidance are crucial as staff work together to enhance the effectiveness and impact of the community health initiatives.

COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:

- **Timeline (previous or planned):**
Communication with regional stakeholders and potential partners related to crisis response collaboration. Continued review of jurisdictions throughout the nation understanding lessons learned.
- **Outreach Methods and Results:**
N/A
- **Feedback Summary:**
- Supportive Services

Date: 5/21/2024

Meeting of: Committee of the Whole - Public Safety and Human Services

File No. CM 24-244

Type: Committee Memo

- Regional Approach
- Multiprong Disciplinary Connection
- No Wrong Access Point
- Wrap Around Support to Independence

BUDGET IMPACT:

Total Cost:

Continued work within the approximately \$905,000 that was allocated in the 2023-2024 Budget for behavioral health support.

Approved in current biennial budget: ☒ Yes ☐ No ☐ N/A

Budget Offer Number:

Fire Medical Operations (00017), Police Patrol and Response (00015), Housing and Human Services (00037)

Budget Priority:

Safe and Resilient, Vibrant and Connected

Other budget impacts or additional costs: ☐ Yes ☐ No ☒ N/A

If yes, explain:

Decisions related to regional availability versus City of Redmond specific programs and Council determination of application will determine future biennium budget impacts.

Funding source(s):

General Fund

Budget/Funding Constraints:

N/A

☐ Additional budget details attached

COUNCIL REVIEW:

Previous Contact(s)

Date	Meeting	Requested Action
7/18/2023	Committee of the Whole - Public Safety and Human Services	Provide Direction

Proposed Upcoming Contact(s)

Date	Meeting	Requested Action
N/A		N/A

Time Constraints:

There are no time constraints. Information provided and discussion about future direction and associated budget impacts.

ANTICIPATED RESULT IF NOT APPROVED:

N/A

ATTACHMENTS:

Attachment A: Community Health Through THRIVE - Update

Community Health Through THRIVE

May 21, 2024



THRIVE:

to prosper, flourish, grow, to progress
toward a goal despite circumstance

.....

- **Community Health**

- Housing Insecurity
- Homelessness Outreach
- Mental and Physical Compassionate Care
- Crisis Response

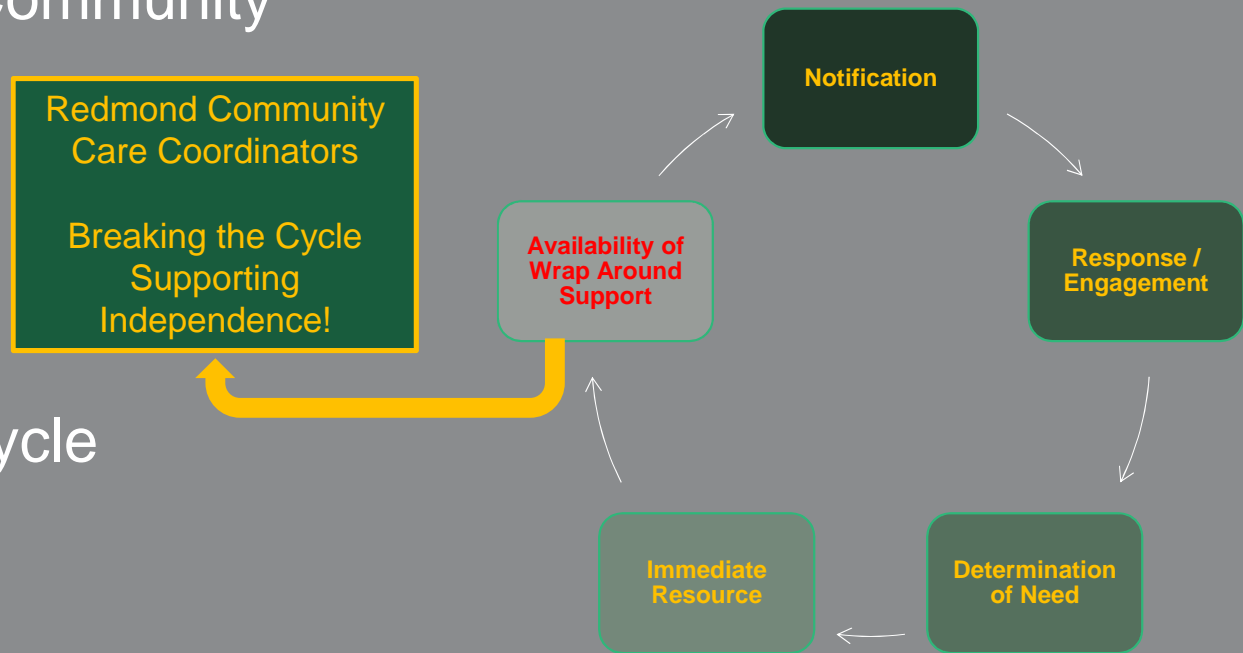
- **Community Court**

- Human Service Programs



Understanding the Initial Priority

- Current Needs Within Community
- Current Capabilities
- Appropriate Staffing
- Foundational Work
- Strengthening THRIVE
- Funding to Break the Cycle

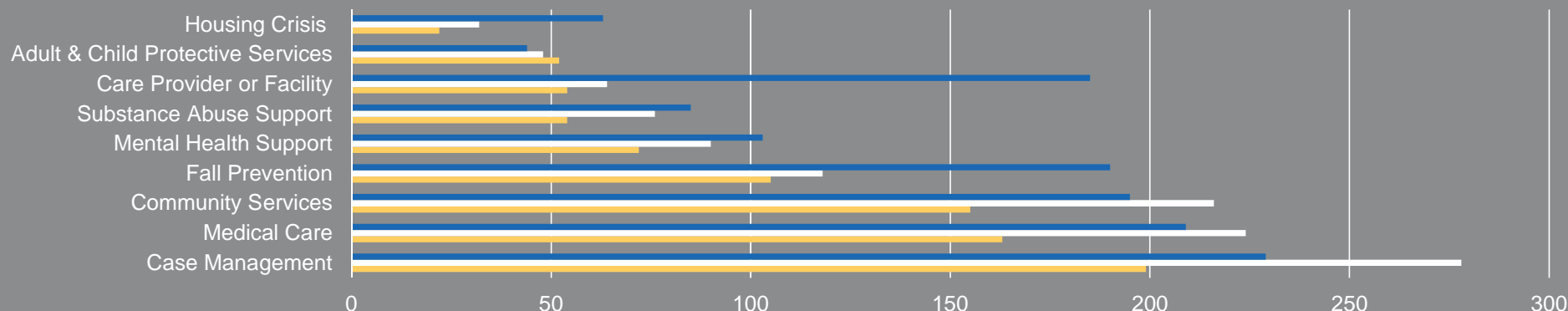


Cycle of Disrupted Community Care

What Our Community Needs



Unique Client Services



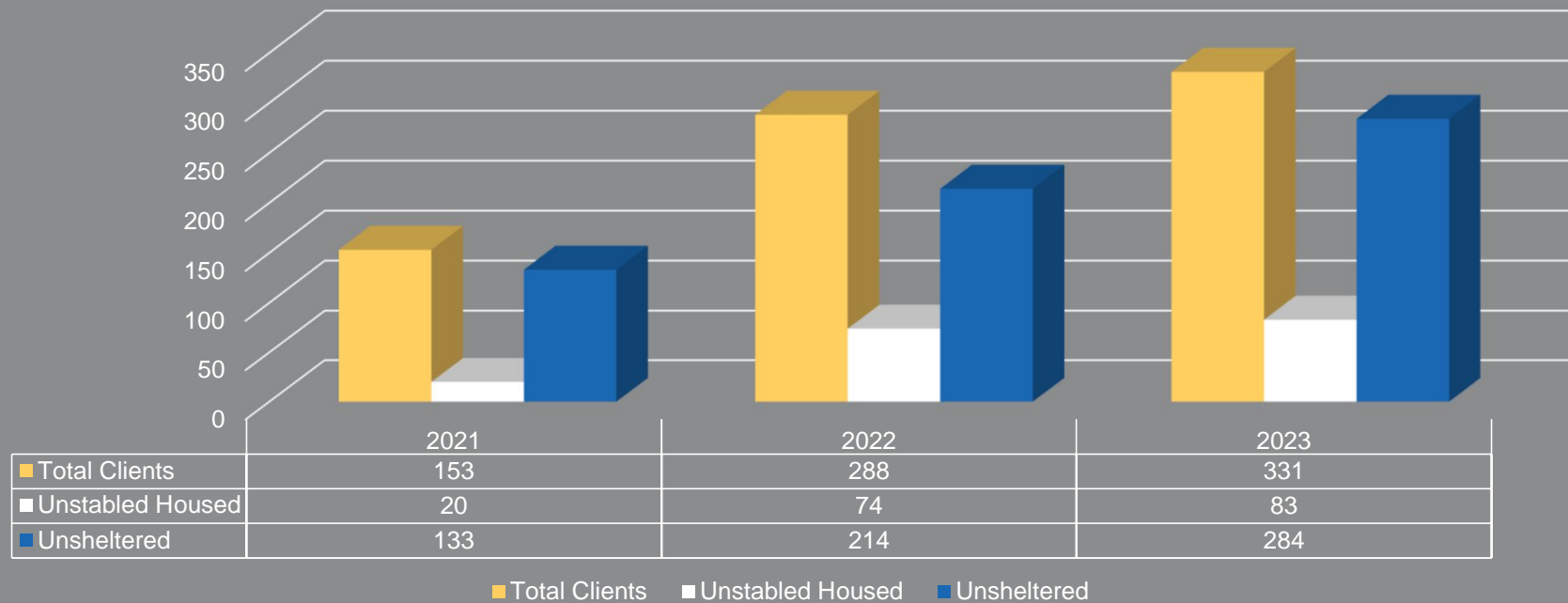
	Case Management	Medical Care	Community Services	Fall Prevention	Mental Health Support	Substance Abuse Support	Care Provider or Facility	Adult & Child Protective Services	Housing Crisis
■ 2023 Actual	229	209	195	190	103	85	185	44	63
■ 2023 Projected	278	224	216	118	90	76	64	48	32
■ 2022	199	163	155	105	72	54	54	52	22

■ 2023 Actual ■ 2023 Projected ■ 2022

Homeless Outreach



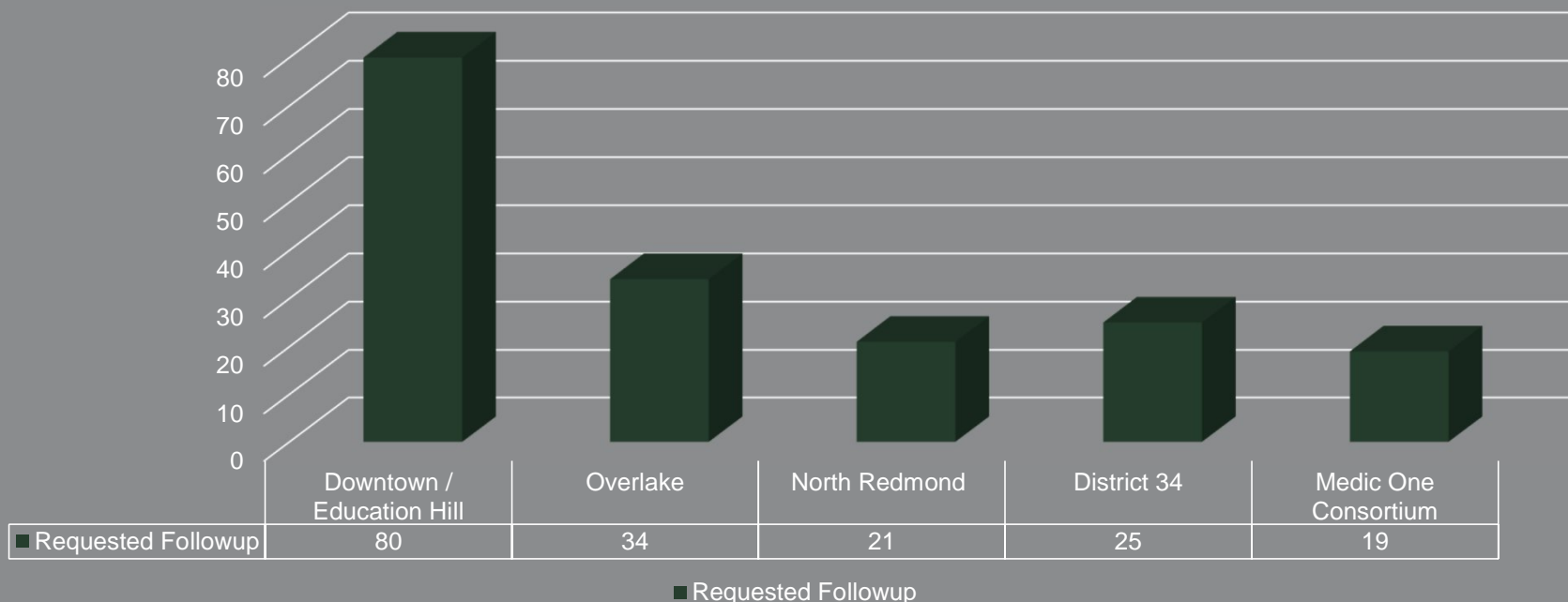
Number of Clients Served



911 Fire Calls to MIH Referrals



July 2022 – June 2023



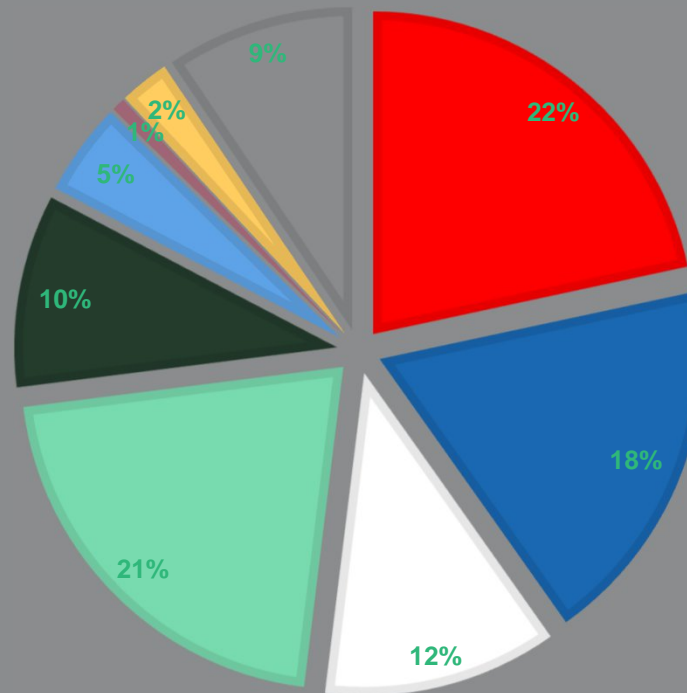
179 Total Responses, 400 Total Referrals, 118 Total Clients
All RFD EPCR Data – Responses disposition coded as Mental/Emotional: 487 2019, 321 2020, 642 2021, 692 2022

MIH Referrals

Health And Social Service Provided 2023

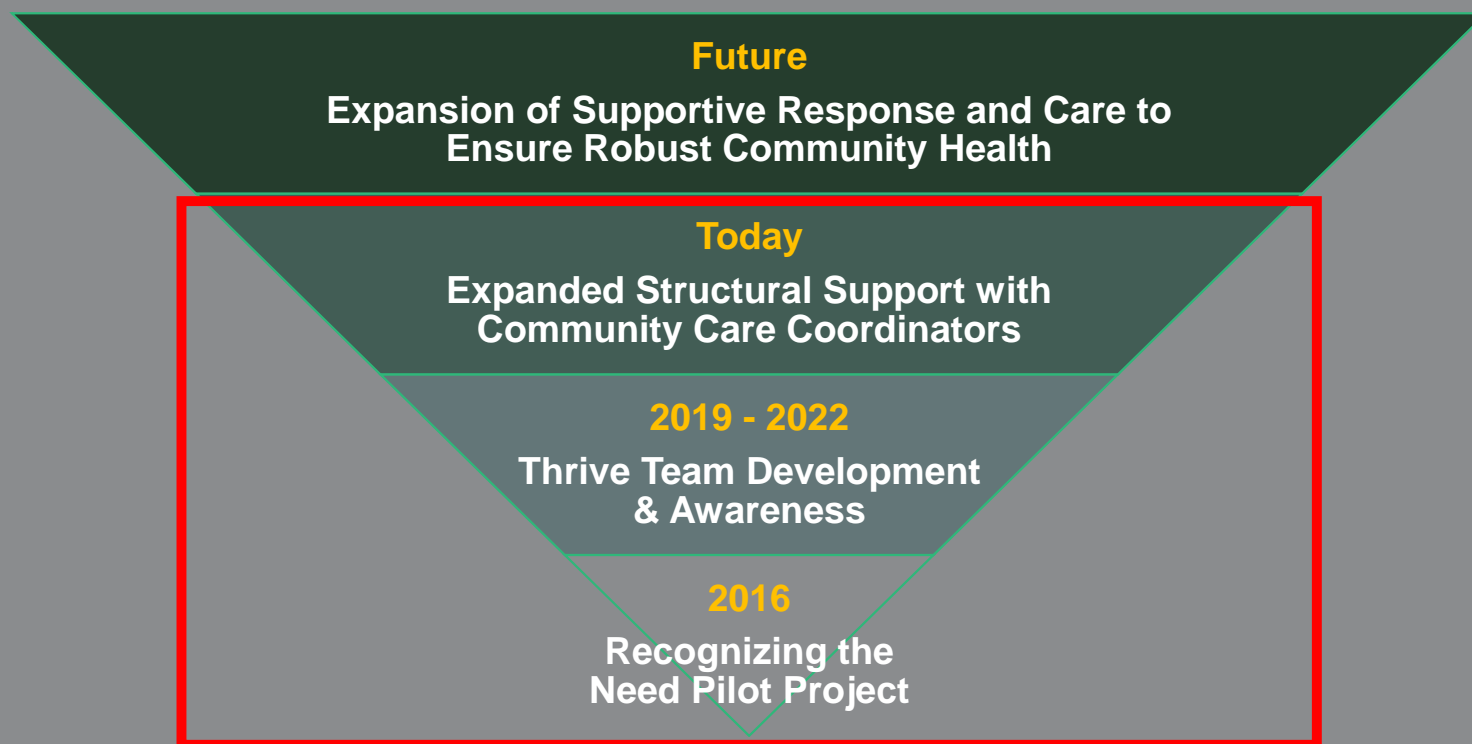


- Falls 190
- Healthcare 163
- Mental Health 103
- Selfcare 185
- Substance Abuse 85
- Living Conditions 41
- Neglect/Abuse 6
- Unstable Housing 22
- Other 83



Scaffolding For Future Success

Deployment of Services for Community Health



Ensuring Resources Availability to Support Client Independence

Update

.....

- New 3.0 FTE Community Health Coordinators
- Co-location of Thrive Employees
- Data Collection Capabilities



Community Care Coordinator Activities



- Connect community members to social services
- Provide successful transition to services
- Assist community members application for services & intake paperwork
- Support data entry and tracking for service integration
- Call response for people requesting behavior health/social services connections
- Respond to calls at the request of police officers
- Break the cycle of disruptive community care

Police Emergent MHP Call Type



4/1/23 to 04/1/24

- Welfare Checks
- Unwanted Persons
- Erratic Behavior
- Disturbances
- Suicide Threat
- Suicide Attempt
- Unknown Trouble
- Harassment
- Person Contact

Hour	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Total
0	29	24	24	19	20	26	38	180
1	29	15	25	16	18	24	21	148
2	17	24	12	12	16	20	18	119
3	24	16	10	13	10	20	21	114
4	17	13	7	5	7	13	16	78
5	10	14	10	13	10	11	17	85
6	19	21	15	14	15	14	11	109
7	17	32	15	21	25	28	17	155
8	17	35	32	28	37	32	34	215
9	36	44	44	36	38	43	25	266
10	39	42	31	55	60	43	32	302
11	37	47	37	48	57	45	37	308
12	30	43	43	48	62	56	36	318
13	38	45	51	62	47	45	36	324
14	32	46	53	51	45	40	40	307
15	32	65	50	51	59	49	34	340
16	36	54	52	50	63	63	34	352
17	38	49	44	53	51	54	34	323
18	42	48	48	47	45	51	32	313
19	30	38	35	37	45	36	32	253
20	45	36	35	34	45	43	44	282
21	29	35	33	40	34	35	34	240
22	34	37	42	33	33	35	37	251
23	26	29	27	23	24	36	33	198
Total	585	697	715	718	766	711	600	4,792

Emergent vs Non-Emergent (Follow-Up)

01/01/23 to 09/01/23



Emergent

Hour	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Total
0	18	13	17	14	7	19	17	105
1	18	12	18	11	12	15	13	99
2	8	12	10	13	6	12	12	73
3	15	4	6	4	5	8	12	54
4	10	10	6	4	5	8	16	59
5	5	7	9	7	6	11	10	55
6	12	11	8	9	7	11	8	66
7	14	24	10	19	18	20	11	116
8	13	19	25	21	30	22	25	155
9	26	29	30	16	29	29	22	181
10	23	31	20	35	38	31	26	204
11	25	29	31	37	41	31	17	211
12	17	27	28	25	42	34	20	193
13	22	39	32	38	33	29	31	224
14	29	31	41	45	38	23	32	239
15	25	46	44	37	34	33	25	244
16	28	36	32	35	46	36	21	234
17	22	34	41	36	46	38	25	242
18	27	31	30	38	28	34	23	211
19	22	25	28	25	32	26	21	179
20	42	22	32	24	32	31	28	211
21	19	22	27	26	18	26	30	168
22	24	24	31	21	27	20	21	168
23	18	16	17	20	14	25	18	128
Total	400	481	497	498	534	486	395	3,291

Non-Emergent

Hour	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Total
0	0	0	0	1	0	1	1	3
1	0	0	0	0	0	0	0	0
2	0	0	0	0	0	0	0	0
3	0	0	0	0	0	0	0	0
4	0	0	0	0	0	0	0	0
5	0	0	0	0	0	0	0	0
6	0	0	0	0	0	0	0	0
7	0	0	0	0	0	0	0	0
8	0	0	0	0	0	0	0	0
9	0	0	0	0	0	0	0	0
10	0	0	2	0	0	1	0	3
11	0	0	8	10	2	1	0	21
12	0	2	0	10	3	7	0	22
13	0	0	1	23	6	4	0	34
14	0	6	3	19	15	8	0	51
15	0	2	36	23	8	6	0	75
16	0	0	17	5	2	2	0	26
17	0	2	5	7	2	6	0	22
18	0	2	9	3	5	5	0	24
19	1	2	6	1	2	3	0	15
20	0	4	4	3	3	4	0	18
21	0	1	14	3	9	5	0	32
22	0	1	7	3	1	3	0	15
23	0	1	0	2	1	0	0	4
Total	1	23	112	113	59	56	1	365

12

Co-Responder / Alternative Response



Define the Difference

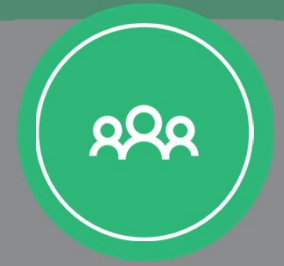
- MHP Co-Response model:
 - MHP rides with police officers and responds to routine and emergency calls for service as they are received by dispatch.
 - MHP helps de-escalate, provides crisis intervention, & follows-up
- Alternative Response:
 - Team could be comprised of an **MHP, RN, Social Worker, and peer advocate** who responds to calls for service where no crime has been reported and the nature screened by dispatch warrants a non-law enforcement response.
 - Erratic Behavior, Welfare Checks, Unwanted Person, Intoxicated subjects

Options for Future Discussion



- Request to Regional Programs Currently Not Available
 - CCAT (Bellevue) – Currently Not Available
 - RACCER (Kirkland) – Currently Not Available
 - King County Crisis Response Increase X10 – Coming in 2025
- Internal Alternative Program Development
- MHP in Dispatch Center (Redmond PD)
 - Partnership with 988 Crisis Care King County
 - 988 ValleyComm Example

Staff Recommendation



- Hold and See Impacts
 - Care Coordinators
 - Wrap Around Care
 - King County Crisis Response Increase X10 – Coming in 2025
- Conduct community outreach

Thank You

.....

Any Questions?

www.redmond.gov/1589/Redmond-THRIVE





Memorandum

Date: 5/21/2024

Meeting of: Committee of the Whole - Public Safety and Human Services

File No. CM 24-247

Type: Committee Memo

TO: Committee of the Whole - Finance, Administration, and Communications

FROM: Mayor Angela Birney

DEPARTMENT DIRECTOR CONTACT(S):

Finance	Kelley Cochran	425-556-2748
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DEPARTMENT STAFF:

Finance	Haritha Narra	Financial Planning Manager
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TITLE:

2025-2026 Budget Process Monthly Update

OVERVIEW STATEMENT:

Council will be provided with timely and consistent updates related to the development of the 2025-2026 budget. Updates will be provided monthly until final budget adoption and will cover the forecast, internal processes, and community involvement and engagement. Other updates will be provided as requested by Council or as needed by staff.

☐ **Additional Background Information/Description of Proposal Attached**

REQUESTED ACTION:

☐ **Receive Information**

☒ **Provide Direction**

☐ **Approve**

REQUEST RATIONALE:

- **Relevant Plans/Policies:**
N/A
- **Required:**
N/A
- **Council Request:**
N/A
- **Other Key Facts:**
N/A

OUTCOMES:

The following information will be reviewed and discussed with Council:

1. Budget calendar update
 - a. June 25: All department updates

- b. July 9: CIP update
2. Process update
 - a. Baseline budget offers
 - b. Budgeting for Equity
3. Ongoing funding strategies:
 - a. Staff cost allocation update
 - b. Arts Program funding proposal
 - c. City Events Program funding proposal
 - d. Human Services Program funding proposal
4. Capital Investment Program (CIP) funding highlights and process update
5. Business Technology Program (BTIP) funding highlights and process update

COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:

- **Timeline (previous or planned):**
N/A
- **Outreach Methods and Results:**
N/A
- **Feedback Summary:**
N/A

BUDGET IMPACT:

Total Cost:

N/A

Approved in current biennial budget:

☐ Yes

☐ No

☒ N/A

Budget Offer Number:

N/A

Budget Priority:

Strategic and Responsive

Other budget impacts or additional costs:

☐ Yes

☐ No

☒ N/A

If yes, explain:

N/A

Funding source(s):

N/A

Budget/Funding Constraints:

N/A

☐ **Additional budget details attached**

Date: 5/21/2024

Meeting of: Committee of the Whole - Public Safety and Human Services

File No. CM 24-247

Type: Committee Memo

COUNCIL REVIEW:

Previous Contact(s)

Date	Meeting	Requested Action
2/13/2024	Committee of the Whole - Finance, Administration, and Communications	Provide Direction
2/27/2024	Study Session	Provide Direction
3/19/2024	Committee of the Whole - Public Safety and Human Services	Provide Direction
4/9/2024	Committee of the Whole - Finance, Administration, and Communications	Provide Direction
4/23/2024	Study Session	Provide Direction

Proposed Upcoming Contact(s)

Date	Meeting	Requested Action
6/11/2024	Committee of the Whole - Finance, Administration, and Communications	Provide Direction

Time Constraints:

N/A

ANTICIPATED RESULT IF NOT APPROVED:

N/A

ATTACHMENTS:

N/A



City Contract Routing Form

City Contract #: 10449

Section 1 – Attach Contract Documents



(multiple files can be uploaded)

Is an insurance certificate attached?

☒ Yes☐ No/Not applicable

Comments: _____

Section 2 – Fill Out Contract Details

Date: 2/13/2024 Department: FIRE Division: ADMIN Mail Stop: FDADMProject Administrator Name: AMEE QUIRICONI Extension: 2106Project Manager Name (if different than above): JIM WHITNEY Extension: _____Contract Type: Consulting Services If other, please indicate: MENTAL HEALTH SERVICESContract Title: Fire Department Mental Wellness Consultant and Facility Dog HandlerContractor/Consultant Business Name: First Responder Counseling and Consulting, PLLCContract Description: Contracted position will provide Fire Department leadership with a behavioral health medical professional consultant.Project ID #: _____ Project Category: _____ Budget/Account #: 100.60101.00410.52210

Council Approval Date: _____ Agenda Memo #: _____ RFP/IFB/RFQ #: _____ Procurement Category: _____

☒ New ContractTotal Amount: \$40,000Start Date: Execution of this agreement End Date: 4/30/2024Renewal Option (Y/N): Y If yes, how many? four years max☐ Amendment/Renewal/Change Order #: _____ Original CC #: _____

New Start Date: _____ New End Date: _____

Current Contract Amount (including all previous amendments/change orders): _____

Amount of this Amendment/Change Order (proposed increase/decrease): _____

New/Cumulative Contract Amount: _____

Section 3 – Route Contract for Signatures and Approvals

☒ Department Director: DocuSigned by: Adrian Shuppard Date: 2/15/2024 Comments: _____
90153C128642411...
☐ TIS Director: _____ Date: _____ Comments: _____

☒ City Attorney: DocuSigned by: Daniel Kenny Date: 2/19/2024 Comments: _____
DDAD3359F1F2425...
☒ Risk Manager: DocuSigned by: Kelley Cochran Date: 2/20/2024 Comments: _____
581CDD1AF985491...
☒ Mayor or Designee: DocuSigned by: Kelley Cochran (Mayor Designee) Date: 2/20/2024 Comments: _____
5D9FC072714C4E4...
☒ City Clerk's Office: DocuSigned by: Cheryl Xanthos Date: 2/21/2024 Comments: Electronic Original - in Hummingbird
E725E589816E4E1...
☒ Purchasing: no signature required – for copy only

Consulting Services Agreement, City of Redmond and First Responder Counseling and Consulting, PLLC

Consulting Services Agreement

PROJECT TITLE Fire Department Mental Wellness Consultant and Facility Dog Handler	EXHIBITS <i>(List all attached exhibits - Scope of Work, Work Schedule, Payment Schedule, Renewal Options, etc.)</i> Exhibit A: Scope of Work Exhibit B: Work Schedule Exhibit C: Payment Schedule & Billing Exhibit D: Info Privacy/Security Agreement Exhibit E: Authorized User Access Agreement Exhibit F: Insurance Addendum Exhibit G: Business Associate Addendum Exhibit H: Ride Along Waiver and Confidentiality Agreement Exhibit I: Option for Renewal Exhibit J: Insurance Certificate
CONTRACTOR First Responder Counseling and Consulting, PLLC Brooke Lundquist	CITY OF REDMOND PROJECT ADMINISTRATOR <i>(Name, address, phone #)</i> Adrian Sheppard City of Redmond FSADMN PO Box 97010 Redmond, WA 98073-9710 425-556-2201 asheppard@redmond.gov
CONTRACTOR'S CONTACT INFORMATION <i>(Name, address, phone #)</i> First Responder Counseling and Consulting, PLLC Brooke Lundquist 207 Avenue D, Suite 100 Snohomish, WA. 98290	BUDGET OR FUNDING SOURCE
CONTRACT COMPLETION DATE April 30, 2024	MAXIMUM AMOUNT PAYABLE \$40,000

Consulting Services Agreement, City of Redmond and First Responder Counseling and Consulting, PLLC

February 21, 2024

THIS AGREEMENT is entered into on _____, 2023 between the City of Redmond, Washington, hereinafter called "the CITY", and First Responder Counseling and Consulting, PLLC, hereinafter called "the CONSULTANT".

WHEREAS, the CITY desires to accomplish the above-referenced project; and WHEREAS, the CITY does not have sufficient staff or expertise to meet the required commitment and therefore deems it advisable and desirable to engage the assistance of a CONSULTANT to provide the necessary services for the project; and

WHEREAS, the CONSULTANT has represented to the CITY that the CONSULTANT is in compliance with the professional registration statutes of the State of Washington, if applicable, and has signified a willingness to furnish consulting services to the CITY, now, therefore,

IN CONSIDERATION OF the terms and conditions set forth below, or attached and incorporated and made a part hereof, the parties agree as follows:

1. Retention of Consultant - Scope of Work. The CITY hereby retains the CONSULTANT to provide professional services as defined in this agreement and as necessary to accomplish the scope of work attached hereto as Exhibit A and incorporated herein by this reference as if set forth in full. The CONSULTANT shall furnish all services, labor, and related equipment necessary to conduct and complete the work, except as specifically noted otherwise in this agreement.

2. Completion of Work. The CONSULTANT shall not begin any work under the terms of this agreement until authorized in writing by the CITY. The CONSULTANT shall complete all work required by this agreement according to the schedule attached as Exhibit B and incorporated herein by this reference as if set forth in full. A failure to complete the work according to the attached schedule, except where such failure is due to circumstances beyond the control of the CONSULTANT, shall be deemed a breach of this agreement. The established completion time shall not be extended because of any delays attributable to the CONSULTANT, but may be extended by the CITY, in the event of a delay attributable to the CITY, or because of unavoidable delays caused by circumstances beyond the control of the CONSULTANT. All such extensions shall be in writing and shall be executed by both parties.

3. Payment. The CONSULTANT shall be paid by the CITY for satisfactorily completed work and services satisfactorily rendered under this agreement as provided in Exhibit C, attached hereto and incorporated herein by this reference as if set forth in full. Such payment shall be full compensation for work performed or services rendered and for all labor, materials, supplies, equipment, and incidentals necessary to complete the work specified in the Scope of Work attached. The CONSULTANT shall be entitled to invoice the CITY no more frequently than once per month during the course of the completion of work and services by the CONSULTANT. Invoices shall detail the work performed or services rendered, the time involved (if compensation is based on an hourly rate) and the amount to be paid. The CITY shall pay all such invoices within 30 days of submittal, unless the CITY gives notice that the invoice is in dispute. In no event shall the total of all invoices paid exceed the maximum amount payable set forth above, if any, and the CONSULTANT agrees to perform all services contemplated by this agreement for no more than said maximum amount.

4. Changes in Work. The CONSULTANT shall make such changes and revisions in the complete work provided by this agreement as may be necessary to correct errors made by the CONSULTANT and appearing therein when required to do so by the CITY. The CONSULTANT shall make such corrective changes and revisions without additional compensation from the CITY. Should the CITY find it desirable for its own purposes to have previously satisfactorily completed work or parts thereof changed or revised, the CONSULTANT shall make such revisions as directed by the CITY. This work shall be considered as Extra Work and will be paid for as provided in Section 5.

Consulting Services Agreement, City of Redmond and First Responder Counseling and Consulting, PLLC

5. Extra Work.

A The CITY may, at any time, by written order, make changes within the general scope of the agreement in the services to be performed. If any such change causes an increase or decrease in the estimated cost of, or the time required for, performance of any part of the work or services under this agreement, whether or not changed by the order, or otherwise affects any other terms or conditions of the agreement, the CITY shall make an equitable adjustment in the (1) maximum amount payable; (2) delivery or completion schedule or both; and (3) other affected terms, and shall modify the agreement accordingly.

B The CONSULTANT must submit any "proposal for adjustment" under this clause within 30 days from the date of receipt of the written order to make changes. However, if the CITY decides that the facts justify it, the CITY may receive and act upon a proposal submitted before final payment of the agreement.

C Failure to agree to any adjustment shall be a dispute under the Disputes clause of this agreement, as provided in Section 13. Notwithstanding any such dispute, the CONSULTANT shall proceed with the agreement as changed.

D Notwithstanding any other provision in this section, the maximum amount payable for this agreement shall not be increased or considered to be increased except by specific written amendment of this agreement.

6. Ownership of Work Product. In performance of the CONSULTANT's obligations under this Agreement, the CITY or the CONSULTANT may receive access to intellectual property (including, but not limited to, knowhow and software) ("Intellectual Property") owned, controlled, or licensed by the other party or a third party ("Owner"). With respect to said Intellectual Property, the CITY and the CONSULTANT agree as follows:

A. Intellectual Property (including derivative works thereof, regardless of authorship) owned, controlled, or licensed by an Owner before commencement of the Scope of Work shall remain the property of the Owner;

B. Subject to subparagraphs A and D hereof, any Intellectual Property (other than derivative works of the CITY's Intellectual Property) developed in connection with this Agreement shall be owned by the CONSULTANT;

C. Upon payment of all amounts due under this Agreement, the CONSULTANT shall be deemed to have granted the CITY a non-exclusive, worldwide, perpetual (without regard to any termination or expiration of this Agreement), irrevocable, fully paid, royalty-free license as to the deliverables identified in the Scope of Work in source and object code form, including all intellectual property and other proprietary rights incorporated therein or embodied thereby. The CITY shall have the right to make, use, reproduce, disclose, modify, adapt, create derivative works based thereon, translate, distribute directly and indirectly, transmit, display, and perform publicly such work for its own internal, non-commercial uses;

D. Except as provided herein, neither party hereto may use, copy, publish, or disclose an Owner's Intellectual Property to others or authorize others to copy, publish, or disclose such Intellectual Property without the Owner's prior written approval; and

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E. Nothing contained in this Paragraph shall affect or modify the CITY's obligation to disclose public records under Chapter 42.56 RCW or other applicable law. Provided, however, that the CONSULTANT may mark any documents furnished to the CITY under the following:

NOTICE: The information herein has been prepared for the use of the City of Redmond, Washington and no others, and is disclosed solely as required under Chapter 42.56 RCW or other applicable law. The information contains data that is copyright by © First Responder Counseling and Consulting, PLLC, all rights reserved, and as such shall not be used by or disclosed outside the original recipient of this disclosure. Recipient may not use the information to provide services to any other person or entity for a fee or other consideration.

7. Independent Contractor. The CONSULTANT is an independent contractor for the performance of services under this agreement. The CITY shall not be liable for, nor obligated to pay to the CONSULTANT, or any employee of the CONSULTANT, sick leave, vacation pay, overtime or any other benefit applicable to employees of the CITY, nor to pay or deduct any social security, income tax, or other tax from the payments made to the CONSULTANT which may arise as an incident of the CONSULTANT performing services for the CITY. The CITY shall not be obligated to pay industrial insurance for the services rendered by the CONSULTANT.

8. Indemnity. The CONSULTANT agrees to hold harmless, indemnify and defend the CITY, its officers, agents, and employees, from and against any and all claims, losses, or liability, for injuries, sickness or death of persons, including employees of the CONSULTANT, or damage to property, arising out of any willful misconduct or negligent act, error, or omission of the CONSULTANT, its officers, agents, subconsultants or employees, in connection with the services required by this agreement, provided, however, that:

A The CONSULTANT's obligations to indemnify, defend and hold harmless shall not extend to injuries, sickness, death or damage caused by or resulting from the sole willful misconduct or sole negligence of the CITY, its officers, agents or employees; and

B The CONSULTANT's obligations to indemnify, defend and hold harmless for injuries, sickness, death or damage caused by or resulting from the concurrent negligence or willful misconduct of the CONSULTANT and the CITY, or of the CONSULTANT and a third party other than an officer, agent, subconsultant or employee of the CONSULTANT, shall apply only to the extent of the negligence or willful misconduct of the CONSULTANT.

9. Insurance. The CONSULTANT shall provide the Insurance coverage described on the Insurance Certificate attached Exhibit J.

The amounts listed on Exhibit J are the minimum deemed necessary by the CITY to protect the CITY'S interests in this matter. The CITY has made no recommendation to the CONSULTANT as to the insurance necessary to protect the CONSULTANT'S interests and any decision by the CONSULTANT to carry or not carry insurance amounts in excess of the above is solely that of the CONSULTANT.

All insurance shall be obtained from an insurance company authorized to do business in the State of Washington. Excepting the professional liability insurance, the CITY will be named on all insurance as an additional insured. The additional insured endorsement shall provide that to the extent of the CONSULTANT's negligence, the CONSULTANT's insurance shall be primary and non-contributing as to the City, and any other insurance maintained by the CITY shall be excess and not contributing insurance with

Consulting Services Agreement, City of Redmond and First Responder Counseling and Consulting, PLLC

respect to the CONSULTANT's insurance. The certificates of insurance shall cover the work specified in or performed under this agreement. No cancellation, reduction or modification of the foregoing policies shall be effective without thirty (30) days prior written notice to the CITY.

10. Records. The CONSULTANT shall keep all records related to this agreement for a period of three years following completion of the work for which the CONSULTANT is retained. The CONSULTANT shall permit any authorized representative of the CITY, and any person authorized by the CITY for audit purposes, to inspect such records at all reasonable times during regular business hours of the CONSULTANT. Upon request, the CONSULTANT will provide the CITY with reproducible copies of any such records. The copies will be provided without cost if required to substantiate any billing of the CONSULTANT, but the CONSULTANT may charge the CITY for copies requested for any other purpose.

11. Notices. All notices required to be given by either party to the other under this Agreement shall be in writing and shall be given in person or by mail to the addresses set forth in the box for the same appearing at the outset of this Agreement. Notice by mail shall be deemed given as of the date the same is deposited in the United States mail, postage prepaid, addressed as provided in this paragraph.

12. Project Administrator. The Project Administrator shall be responsible for coordinating the work of the CONSULTANT, for providing any necessary information for and direction of the CONSULTANT's work in order to ensure that it meets the requirements of this Agreement, and for reviewing, monitoring and approving the quality and quantity of such work. The CONSULTANT shall report to and take any necessary direction from the Project Administrator.

13. Disputes. Any dispute concerning questions of fact in connection with the work not disposed of by agreement between the CONSULTANT and the CITY shall be referred for resolution to a mutually acceptable mediator. The parties shall each be responsible for one-half of the mediator's fees and costs.

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Responder Counseling and Consulting, PLLC

14. Termination.

A. The CITY reserves the right to terminate this agreement at any time upon ten (10) days written notice to the CONSULTANT. Any such notice shall be given to the address specified above. In the event that this agreement is terminated by the City other than for fault on the part of the CONSULTANT, a final payment shall be made to the CONSULTANT for all services performed. No payment shall be made for any work completed after ten (10) days following receipt by the CONSULTANT of the notice to terminate. In the event that services of the CONSULTANT are terminated by the CITY for fault on part of the CONSULTANT, the amount to be paid shall be determined by the CITY with consideration given to the actual cost incurred by the CONSULTANT in performing the work to the date of termination, the amount of work originally required which would satisfactorily complete it to date of termination, whether that work is in a form or type which is usable to the CITY at the time of termination, the cost of the CITY of employing another firm to complete the work required, and the time which may be required to do so.

B. The CONSULTANT may terminate this agreement at any time upon thirty (30) days written notice to the City.

Consulting Services Agreement, City of Redmond and First Responder Counseling and Consulting, PLLC

15. Non-Discrimination. The CONSULTANT agrees not to discriminate against any customer, employee or applicant for employment, subcontractor, supplier or materialman, because of race, creed, color, national origin, sex, religion, honorable discharged veteran or military status, familial status, sexual orientation, age, or the presence of any sensory, mental, or physical disability or the use of a trained dog or service animal by a person with a disability, except for a bona fide occupational qualification. The CONSULTANT understands that if it violates this provision, this Agreement may be terminated by the CITY and that the CONSULTANT may be barred from performing any services for the CITY now or in the future.

16. Compliance and Governing Law. The CONSULTANT shall at all times comply with all applicable federal, state, and local laws, rules, ordinances, and regulations. This Agreement shall be governed by and construed in accordance with the laws of the State of Washington.

17. Subcontracting or Assignment. The CONSULTANT may not assign or subcontract any portion of the services to be provided under this agreement without the express written consent of the CITY. Any sub-consultants approved by the CITY at the outset of this agreement are named on separate Exhibit attached hereto and incorporated herein by this reference as if set forth in full.

18. Non-Waiver. Payment for any part of the work or services by the CITY shall not constitute a waiver by the CITY of any remedies of any type it may have against the CONSULTANT for any breach of the agreement by the CONSULTANT, or for failure of the CONSULTANT to perform work required of it under the agreement by the CITY. Waiver of any right or entitlement under this agreement by the CITY shall not constitute waiver of any other right or entitlement.

19. Litigation. In the event that either party deems it necessary to institute legal action or proceedings to enforce any right or obligation under this agreement, the parties agree that such actions shall be initiated in the Superior Court of the State of Washington, in and for King County. The parties agree that all questions shall be resolved by application of Washington law and that parties to such actions shall have the right of appeal from such decisions of the Superior Court in accordance with the law of the State of Washington. The CONSULTANT hereby consents to the personal jurisdiction of the Superior Court of the State of Washington, in and for King County. The prevailing party in any such litigation shall be entitled to recover its costs, including reasonable attorney's fees, in addition to any other award.

20. Taxes. The CONSULTANT will be solely responsible for the payment of any and all applicable taxes related to the services provided under this agreement and if such taxes are required to be passed through to the CITY by law, the same shall be duly itemized on any billings submitted to the CITY by the CONSULTANT.

21. City Business License. The CONSULTANT has obtained, or agrees to obtain, a business license from the CITY prior to commencing to perform any services under this agreement. The CONSULTANT will maintain the business license in good standing throughout the term of this Agreement.

22. Entire Agreement. This agreement represents the entire integrated agreement between the CITY and the CONSULTANT, superseding all prior negotiations, representations or agreements, written or oral. This agreement may be modified, amended, or added to, only by written instrument properly signed by both parties hereto. These standard terms and conditions set forth above supersede any conflicting terms and conditions on any attached and incorporate exhibit. Where conflicting language exists, the CITY'S terms and conditions shall govern.

Consulting Services Agreement, City of Redmond and First Responder Counseling and Consulting, PLLC

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first above written.

CONSULTANT:

DocuSigned by:

Brooke Lundquist

037591467E30447

Brooke Lundquist, Authorized Representative of
First Responder Counseling and Consulting,

PLLC 2/14/2024

DATED: _____

CITY OF REDMOND:

DocuSigned by:

Kelley Cochran (Mayor Designee)

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Angela Birney, Mayor

Kelley Cochran (Mayor Designee)

Finance Director

2/20/2024

DATED: _____

ATTEST/AUTHENTICATED:

DocuSigned by:

Cheryl Xanthos

E725E589610E4E1...

City Clerk, City of Redmond

APPROVED AS TO FORM:

DocuSigned by:

Daniel Kenney

DDAD3355F1F2425...

Office of the City Attorney

Consulting Services Agreement, City of Redmond and First Responder Counseling and Consulting, PLLC

Exhibit A – Scope of Work

The CONSULTANT shall perform all services and provide all goods as identified below:

First Responder Counseling and Consulting, PLLC will provide the Fire Department's leadership team with strategies to support the mental health and wellness of emergency response, administrative staff and their families.

The contract services will provide for a mental health professional that supports consistent engagement and consultation with the workforce that would include an average of 8 – 12 hours per week of the following on-site services:

- a. Consulting with Fire Department executive team to ensure appropriate support for mental health and wellness of the workforce.
- b. Support Critical Incident Stress Management defusing and debriefing sessions as the Redmond Fire Department Facility Dog Handler.
- c. Provide educational services and consultation to the Fire Departments Peer Support and Chaplaincy Program.
- d. Supporting Redmond Fire Department employees and their families with consultation, education, and resource acquisition to maintain behavioral health that provide for positive professional and personal relationships.

Confidentiality: When an employee discusses issues or concerns with the contractor these conversations will be treated as confidential. Only in the extreme instance where there is a question as to the safety of the individual where in the opinion of the mental health professional that the individual is a threat to themselves or others will the Wellness & Resiliency Coordinator be required to report to the Chief of Police any information about the conversations. Under these circumstances Wellness & Resiliency Coordinator will provide the most limited information as feasible to address the immediate concern for the safety and well-being of the individual.

Reporting Relationship: This position will report directly to the Fire Chief, or designee, for the purposes of coordinating department activities and job functions related to this contract.

Qualifications: The contractor must be a Mental Health Counselor licensed with the State of Washington and hold a Master of Administration or Science Degree in Applied Behavior Science. Due to the nature of the work described above, it is important that the person be experienced in providing mental health counseling to public safety personnel, is familiar with the stress of responding to traumatic public safety calls for service and traumatic grief therapy. It is also desirable that the mental health counselor be experienced in providing related marriage and family therapy.

Consulting Services Agreement, City of Redmond and First Responder Counseling and Consulting, PLLC

Exhibit B – Work Schedule

Work Schedule. The CONSULTANT/CONTRACTOR shall complete all project milestones as identified and scheduled below:

Milestone/Description of Task	Scheduled Completion Date
This work will begin upon the signing of the Consultant Agreement between the CITY and the CONSULTANT and will continue until April 30, 2024.	
Consulting with Fire Department Executive Team regarding mental health and wellness of the workforce.	Quarterly
Coordinate or conduct quarterly Fire Departments Peer Support and Chaplaincy Program education/training.	Quarterly
Consult with and educate employees and their families providing them with resource to maintain positive and effective behavioral health.	Annually

Consulting Services Agreement, City of Redmond and First Responder Counseling and Consulting, PLLC

Exhibit C – Payment Schedule

For the goods/services identified in the Scope of Work, the City shall pay CONTRACTOR:

COST: \$170.00 per hour. Estimated at an average of 8 – 12 hours per week.

Total cost per year not to exceed \$40,000. Consultant will provide the CITY with a monthly invoice for services provided. Invoice will detail date, time, length (hours), location and type of services provided.

Consulting Services Agreement, City of Redmond and First Responder Counseling and Consulting, PLLC

Exhibit D – Information Privacy and Security Agreement

This Information Privacy and Security Agreement (“IPSA”) is entered into by and between the City of Redmond (“City”) and First Responder Counseling and Consulting, PLLC (“Contractor”) as of the date last signed below (the “Effective Date”) and hereby amends the attached agreement between City and Contractor (the “Underlying Agreement”). This IPSA shall apply to the extent that the provision of services by Contractor pursuant to the Underlying Agreement, for example including but not limited to, professional services, SAAS, on- premises software, and remote desktop access, involves the processing of City Data, access to City systems, or access to City Data that is subject to privacy laws.

In consideration of the mutual promises in the Underlying Agreement, this IPSA and other good and valuable consideration, the parties agree as follows:

1. Definitions.

a. “Authorized Users” means Contractor’s employees, agents, subcontractors and service providers who have a need to know or otherwise access City Data to enable Contractor to perform its obligations under the Underlying Agreement or the IPSA, and who are bound in writing by confidentiality and other obligations sufficient to protect City Data in accordance with the terms and conditions of this IPSA.

b. “City Data” means any and all information that the City has disclosed to Contractor or that Contractor has created on behalf of the City pursuant to its obligations under the Underlying Agreement. For the purposes of this IPSA, City Data does not cease to be City Data solely because it is transferred or transmitted beyond the City’s immediate possession, custody, or control.

c. “Data Breach” means the unauthorized acquisition, access, use, or disclosure of City Data which compromises the security or privacy of the City Data or associated City software systems.

d. “Services” means all services, work, activities, deliverables, software or other obligations provided by Contractor pursuant to the Underlying Agreement.

2. Standard of Care.

a. Contractor acknowledges and agrees that, in the course of its engagement by City, Contractor may create, receive, or have access to City Data. Contractor shall comply with the terms and conditions set forth in this IPSA in its creation, collection, receipt, access to, transmission, storage, disposal, use, and disclosure of such City Data and be responsible for any unauthorized creation, collection, receipt, access to, transmission, storage, disposal, use, or disclosure of City Data under its control or in the possession of Authorized Users.

b. Contractor further acknowledges that use, storage, and access to City Data shall be performed with that degree of skill, care, and judgment customarily accepted as sound, quality, and professional practices. Contractor shall implement and maintain safeguards necessary to ensure the confidentiality, availability, and integrity of City Data. Contractor shall also implement and maintain any safeguards required to be implemented by applicable state and federal laws and regulations.

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3. User Access to City Data.

a. Contractor shall not access, use or disclose City Data in any manner that would constitute a violation of state or federal law, the terms of the Underlying Agreement, or the terms of this IPSA. Contractor may only provide access to Authorized Users who have a legitimate business need to access, use or disclose City Data in the performance of Contractor's duties to City.

b. If Contractor requires access to a City software system, then each Authorized User must have a unique sign-on identification and password for access to City Data on City systems. Authorized Users are prohibited from sharing their login credentials, and may only receive such credentials upon execution of the Authorized User Access Agreement, attached hereto as Exhibit A. Contractor shall notify City within one (1) day of the departure of any Authorized User, so that City may terminate such Authorized User's access to City software systems.

4. Use of Subcontractors or Agents.

a. Contractor may disclose City Data to a subcontractor and may allow the subcontractor to create, receive, maintain, access, or transmit City Data on its behalf, provided that Contractor obtains satisfactory assurances that the subcontractor will appropriately safeguard the information. Without limiting the generality of the foregoing, Contractor shall require each of its subcontractors that create, receive, maintain, access, or transmit City Data on behalf of Contractor to execute a written agreement obligating the subcontractor to comply with all terms of this IPSA and to agree to the same restrictions and conditions that apply to Contractor with respect to the City Data.

b. Contractor shall be responsible for all work performed on its behalf by its subcontractors and agents involving City Data as if the work was performed by Contractor. Contractor shall ensure that such work is performed in compliance with this IPSA, the Underlying Agreement and applicable law.

5. Use, Storage, or Access to, City Data.

a. Contractor shall only use, store, or access City Data in accordance with, and only to the extent permissible under this IPSA and the Underlying Agreement. Further, Contractor shall comply with all laws and regulations applicable to City Data (for example, in compliance with the Health Insurance Portability and Accountability Act ["HIPAA"] or the FBI Criminal Justice Information Services requirements). If Contractor has access to City protected health information, then Contractor must also execute the City's Business Associate Agreement.

b. Contractor may store City Data on servers housed in datacenters owned and operated by third parties, provided the third parties have executed confidentiality agreements with Contractor. Any transmission, transportation, or storage of City Data outside the United States is prohibited except with the prior written authorization of the City.

Consulting Services Agreement, City of Redmond and First Responder Counseling and Consulting, PLLC

6. Privacy.

a. Contractor represents and warrants that in connection with the Services provided by Contractor:

i. All use of City Data by Contractor shall be strictly limited to the direct purpose of performing the Services, except to the extent that City expressly grants permission in writing for such additional uses.

ii. Collection of data which identifies individuals shall be limited to the minimum required by the Services.

iii. If the Services, in whole or part, involves access or delivery of information pertaining to the City via a public-facing web site, then Contractor represents and warrants that its current privacy policy is published online, and is accessible from the same web site as any web-hosted application that is a part of the Services. Contractor's privacy policy will provide end-users with a written explanation of the personal information collected about end- users, as well as available opt-in, opt-out, and other end-user privacy control capabilities.

iv. If Contractor creates technical system log information, aggregated technical usage or traffic data, and/or statistically measured technical usage or traffic data that contains or originated (in whole or part) from City Data, then Contractor's use of such data shall be strictly limited to the direct purpose of the Services and Contractor's technical security operations and systems maintenance. Contractor is prohibited from using such data that personally identifies an individual for secondary commercial purpose (including but not limited to marketing to such individuals, or disclosing data to third parties for reasons unrelated to the primary purpose for originally collecting the data), nor may Contractor solicit consent from the identified individual to do so unless the Underlying Agreement defines a means to do so that does not unduly burden individual privacy rights.

b. Contractor shall maintain the confidentiality of City Data. Confidential information shall not be deemed to include information which (a) is or becomes publicly known through no fault of Contractor; (b) is a publicly available document; or (c) disclosure of which is required by court order or legal requirement. If disclosure of City Data is required by court order or legal requirement the Contractor shall notify City, unless such notification is prohibited by court order or legal requirement. City may take such legally available measures as it chooses to limit or prevent disclosure of the City Data.

7. Information Security. This Section 7 applies to the extent that Contractor owns, supports, or is otherwise responsible for host(s), network(s), environment(s), or technology products (including hardware or software) which may contain City Data.

a. Contractor represents and warrants that the design and architecture of Contractor's systems (including but not limited to applications and infrastructure) shall be informed by the principle of defense-depth; controls at multiple layers designed to protect the confidentiality, integrity and availability of data.

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b. Contractor shall make appropriate personnel vetting/background checks, have appropriate separation of duties, and undertake other such workflow controls over personnel activities as necessary to safeguard City Data.

c. Contractor shall implement appropriate procedures to monitor and deploy security patches and prevent unintended or unauthorized system configuration changes that could expose system vulnerability or lead to a Data Breach.

d. To the extent that the Services include software that was developed, in whole or part, by Contractor, then Contractor shall ensure that all such Services were developed within a software development life cycle (SDLC) process that includes security and quality assurance roles and control process intended to eliminate existing and potential security vulnerabilities.

e. Contractor shall have appropriate technical perimeter hardening. Contractor shall monitor its system and perimeter configurations and network traffic for vulnerabilities, indicators of activities by threat actors, and/or the presence of malicious code.

f. Contractor shall have access, authorization, and authentication technology appropriate for protecting City Data from unauthorized access or modification, and capable of accounting for access to City Data. The overall access control model of Contractor systems shall follow the principal of least privileges.

g. Contractor shall collaborate with City to safeguard electronic City Data with encryption controls over such City Data both stored and in transit. Contractor shall discontinue use of encryption methods and communication protocols which become obsolete or have become compromised. All transmissions of City Data by Contractor shall be performed using a secure transfer method.

h. Contractor shall maintain a process for backup and restoration of data with a business continuity and disaster recovery plan.

i. Contractor facilities will have adequate physical protections, commensurate with leading industry practice to secure business facilities, data centers, paper files, servers, backup systems, and computing equipment, including, but not limited to, all mobile devices and other equipment with information storage capability.

j. Contractor shall, at its own expense, conduct an information security and privacy risk assessment, no less than annually, in order to demonstrate, substantiate, and assure that the security and privacy standards and practices of Contractor meet or exceed the requirements set out in this IPSA. Upon written request, Contractor shall furnish City with an executive summary of the findings of the most recent risk assessment. In lieu of providing an executive summary, Contractor may provide evidence of privacy and security certification from an independent third party.

i. City reserves the right to conduct or commission additional tests, relevant to the Services, in order to supplement Contractor's assessment. Contractor shall cooperate with such effort.

Consulting Services Agreement, City of Redmond and First Responder Counseling and Consulting, PLLC

ii. If the findings of the risk assessment identify either: a potentially significant risk exposure to City Data, or other issue indicating that security and privacy standards and practices of Contractor do not meet the requirements set out in this IP SA, then Contractor shall notify City to communicate the issues, nature of the risks, and the corrective active plan.

8. Data Breach Procedures and Liability.

a. Contractor shall maintain a data breach plan in accordance with the criteria set forth in Contractor's privacy and security policy and shall implement the procedures required under such data breach plan on the occurrence of a Data Breach, in compliance with the requirements of Washington's data breach notification law codified at RCW 42.56.590. Contractor shall report, either orally or in writing, to City any Data Breach involving City Data including any reasonable belief that an unauthorized individual has accessed City Data. The report shall identify the nature of the event, a list of the affected individuals and the types of data, and the mitigation and investigation efforts of Contractor. Contractor shall make the report to the City immediately upon discovery of the Data Breach, but in no event more than forty-eight (48) hours after discovery of the Data Breach. Contractor shall provide investigation updates to the City. If such Data Breach contains protected health information, as defined by HIPAA, Contractor shall comply with the breach requirements contained in the Business Associate Agreement.

b. Notwithstanding any other provision of the Underlying Agreement, and in addition to any other remedies available to the City under law or equity, Contractor shall promptly reimburse the City in full for all costs incurred by the City in any investigation, remediation or litigation resulting from any data breach caused by contractor. Contractor's duty to reimburse the City includes but is not limited to, reimbursing to the City its cost incurred in doing the following:

i. Notification to third parties whose information may have been or were compromised and to regulatory bodies, law- enforcement agencies or other entities as may be required by law or contract;

ii. Establishing and monitoring call center(s) and credit monitoring and/or identity restoration services to assist each person impacted by a Data Breach of a nature that, in City's sole discretion, could lead to identity theft; and

iii. Payment of legal fees and expenses, audit costs, fines and penalties, and other fees imposed upon the City by a regulatory agency, court of law, or contracting partner as a result of the Data Breach.

c. Upon a Data Breach, Contractor is not permitted to notify affected individuals without the express written consent of City. Unless Contractor is required by law to provide notification to third parties or the affected individuals in a particular manner, City shall control the time, place, and manner of such notification.

9. No Surreptitious Code. Contractor warrants that, to the best of its knowledge, its system is free of and does not contain any code or mechanism that collects personal information or asserts control of the City's system without City's consent, or which may restrict City's access to or use of City Data. Contractor further warrants that it will not knowingly introduce, via any means, spyware, adware, ransomware, rootkit, keylogger, virus, trojan, worm, or other code or mechanism designed to permit unauthorized access to City Data, or which may restrict City's access to or use of City Data.

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10. **Public Records Act.** Contractor recognizes that City is a municipal entity subject to the Public Records Act, Chapter 42.56 RCW, and that City is obligated to disclose records upon request unless a specific exemption from disclosure exists. Nothing in this IPSA is intended to prevent City's compliance with the Public Records Act, and City shall not be liable to Contractor due to City's compliance with any law or court order requiring the release of public records.

11. **City Control and Responsibility.** City retains all ownership, title, and rights to the City Data. City has and will retain sole responsibility for: (a) all City Data; and (b) City's information technology infrastructure, including computers, software, databases, electronic systems (including database management systems) and networks, whether operated directly by City or through the use of third-party services.

12. **Term and Termination.**

a. **Term.** The term of this IPSA is the same as the term in the Underlying Agreement.

b. **Termination.** In addition to the termination rights in the Underlying Agreement, City may terminate this IPSA and the Underlying Agreement as follows:

i. In the event of a material breach of this IPSA by the Contractor, provided that City first sends the Contractor written notice describing the breach with reasonable specificity, including any steps that must be taken to cure the breach. If Contractor fails to cure the breach to the reasonable satisfaction of City within thirty (30) days after receipt of the written notice, this IPSA and the Underlying Agreement may be terminated at the end of the 30-day period; provided, that if a cure cannot be completed within the thirty (30) day period, the cure period shall be extended so long as Contractor shall initiate the cure within the thirty (30) day period and thereafter diligently pursue it to completion, and provided further, that the cure period shall not be extended more than ninety (90) days after receipt of the notice of the breach; or

ii. Immediately upon a Data Breach by Contractor or Contractor's Authorized Users.

c. **Effect of Expiration or Termination.**

i. If City terminates the Underlying Agreement or this IPSA due to a material breach or Data Breach described in Section 12.b above, City shall not be obligated to pay any early termination fees or penalties.

ii. Within thirty (30) days following the expiration or termination of the Underlying Agreement, Contractor shall return to City all City Data in a format and structure acceptable to City and shall retain no copies of such City Data, unless City requires destruction of the City Data. As applicable, Contractor shall comply with any transition service requirements described in the Underlying Agreement.

iii. Contractor is permitted to retain City Data in its backups, archives and disaster recovery systems until such City Data is deleted in the ordinary course of Contractor's data deletion practices; and all City Data will remain subject to all confidentiality, security and other applicable requirements of this IPSA and as otherwise required by law.

Consulting Services Agreement, City of Redmond and First Responder Counseling and Consulting, PLLC

13. **Insurance.** In addition to the insurance requirements of the Underlying Agreement, Contractor will maintain at its sole cost and expense at least the following insurance covering its obligations under this IPSA.

a. Cyber Liability Insurance: With coverage of not less than Two Million Dollars (\$2,000,000) in the aggregate which shall include at a minimum coverage for (i) unauthorized access, which may take the form of a "hacker attack" or a "virus" introduced by a third party or cyber extortion; (ii) crisis management, response costs and associated expenses (e.g. legal and public relations expenses); (iii) breach of the City Data; and (iv) loss of data or denial of service incidents.

b. If Contractor's Services include professional services, then Contractor shall maintain Professional Liability or Errors and Omissions Coverage of not less than Two Million Dollars (\$2,000,000) per claim and in the aggregate.

c. Contractor's insurance shall be primary to any other insurance or self-insurance programs maintained by City. Contractor shall provide to City upon execution a certificate of insurance and blanket additional insured endorsement (if applicable for the Cyber Liability Insurance). Receipt by City of any certificate showing less coverage than required is not a waiver of Contractor's obligations to fulfill the requirements.

d. Upon receipt of notice from its insurer(s), Contractor shall provide City with thirty (30) days prior written notice of any cancellation of any insurance policy, required pursuant to this Section 13. Contractor shall, prior to the effective date of such cancellation, obtain replacement insurance policies meeting the requirements of this Section 13. Failure to provide the insurance cancellation notice and to furnish to City replacement insurance policies meeting the requirements of this Section 13 shall be considered a material breach of this IPSA.

e. Contractor's maintenance of insurance as required by this Section 13 shall not be construed to limit the liability of Contractor to the coverage provided by such insurance, or otherwise limit the City's recourse to any remedy available at law or equity. Further, Contractor's maintenance of insurance policies required by this IPSA shall not be construed to excuse unfaithful performance by Contractor.

14. **Cumulative Rights and Remedies.** All City rights and remedies set out in this IPSA are in addition to, and not instead of, other remedies set out in the Underlying Agreement, irrespective of whether the Underlying Agreement specifies a waiver, limitation on damages or liability, or exclusion of remedies. The terms of this IPSA and the resulting obligations and liabilities imposed on Contractor shall supersede any provision in the Underlying Agreement purporting to limit Contractor's liability or disclaim any liability for damages arising out of Contractor's breach of this IPSA.

15. **Indemnification.** Contractor shall indemnify, defend and hold harmless City and City's officers, directors, employees, volunteers and agents (each, a "City Indemnitee") from and against any and all third party loss, cost, expense, claims, suit, cause of action, proceeding, damages or liability incurred by such City Indemnitee arising out of or relating to (i) a breach of this IPSA by Contractor; (ii) a violation by Contractor of any information security and privacy statute or regulations; or (iii) any Data Breach by Contractor.

Consulting Services Agreement, City of Redmond and First Responder Counseling and Consulting, PLLC

16. **Miscellaneous.**

a. **Order of Precedence.** This IPSA shall survive the expiration or earlier termination of the Underlying Agreement. In the event the provisions of this IPSA conflict with any provision of the Underlying Agreement, or Contractor's warranties, support contract, or service level agreement, the provisions of this IPSA shall prevail.

b. **Entire Agreement.** This IPSA, including its exhibits, constitutes the sole and entire agreement of the Parties with respect to the subject matter of this IPSA and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter.

c. **No Third-Party Beneficiaries.** This IPSA is for the sole benefit of the parties hereto and their respective permitted successors and permitted assigns and nothing herein, express or implied, is intended to or shall confer upon any other person any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this IPSA.

d. **Notices.** All notices required to be given by either party to the other under this IPSA shall be given to the Technology and Information Systems Service Desk at the following email address: ISAdministration@redmond.gov, or phone number: 425-556-2929. All other notices shall be governed by the requirements of the Underlying Agreement.

e. **Amendment and Modification; Waiver.** No amendment to or modification of this IPSA is effective unless it is in writing, identified as an amendment to or modification of this IPSA and signed by an authorized representative of each party. The waiver of any breach of any provision of this IPSA will be effective only if in writing. No such waiver will operate or be construed as a waiver of any subsequent breach.

f. **Severability.** If a provision of this IPSA is held invalid under any applicable law, such invalidity will not affect any other provision of this IPSA that can be given effect without the invalid provision. Further, all terms and conditions of this IPSA will be deemed enforceable to the fullest extent permissible under applicable law and, when necessary, the court is requested to reform any and all terms or conditions to give them such effect.

g. **Governing Law; Submission to Jurisdiction.** This IPSA is governed exclusively by the laws of the State of Washington, excluding its conflicts of law rules. Exclusive venue for any action hereunder will lie in the state and federal courts located in Seattle, King County, Washington and both parties hereby submit to the jurisdiction of such courts.

h. **Counterparts.** This IPSA may be executed in counterparts and by facsimile or electronic pdf, each of which is deemed an original, but all of which together are deemed to be one and the same agreement. A signed copy of this IPSA delivered by facsimile, e-mail or other means of electronic transmission is deemed to have the same legal effect as delivery of an original signed copy of this IPSA.

[Signature Page to Follow]

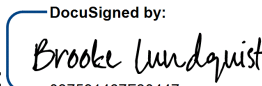
Consulting Services Agreement, City of Redmond and First Responder Counseling and Consulting, PLLC

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the date first above written.


Contractor

City of Redmond

First Responder Counseling and Consulting, PLLC

By:  DocuSigned by:
027591487520447...

Name: Brooke Lundquist
Title: Brooke Lundquist, Owner
Date: 2/14/2024

By:  DocuSigned by:
5D9FC672714C4E1...

Name: Kelley Cochran (Mayor Designee)
Title: Finance Director
Date: 2/20/2024

Consulting Services Agreement, City of Redmond and First Responder Counseling and Consulting, PLLC

Exhibit E – Authorized User Access Agreement

Name of Individual: Brooke Lundquist Name of Contractor: First Responder Counseling and Consulting, PLLC

I understand and agree that I am being provided electronic access to a system containing confidential and or proprietary data (the "City Data") owned and operated by the City of Redmond ("City") due to my employment by or contractual relationship with First Responder Counseling and Consulting, PLLC ("Contractor").

I agree that I may use the City Data for the sole purpose of Contractor's obligations to City and in a manner that complies with City's Information Technology Usage Policy. I understand that under no circumstances shall I attempt to impermissibly access, download, read, alter, use or disclose any City Data.

In the event I inadvertently access City Data not related to Contractor's obligations to City, I agree that I will not use, copy, alter or disclose such data and will immediately delete all such data from my records and notify City.

I understand that my user identification, password and profile (collectively, "Authorized User ID") will allow me to access the City Data. I acknowledge that I will keep my Authorized User ID confidential and will not divulge such information to any other individual or entity. I agree to take appropriate measures to protect the privacy of any City Data and to comply with Contractor's privacy and security policies and procedures. I agree that if I suspect that my Authorized User ID has been obtained by another individual, I will immediately inform City so that appropriate action may be taken.

I understand that my access to City Data may be monitored. I understand that all actions used in connection with the City Data may be saved, searched and audited for compliance. I understand that I do not have any personal privacy rights related to my access of the City Data. I further understand that the City has the right to revoke my access at any time.

I agree that I will not use City Data for any other purpose, including personal use, solicitation for outside business ventures, or clinical or research studies. I understand that unauthorized use or disclosure of certain types of City Data may subject me to civil liability under state and/or federal law, and that improper use or disclosure may constitute a crime.

I understand that should I violate any provision of this Authorized User Access Agreement, City will discontinue my access to the City Data and may terminate access of Contractor.

I acknowledge that I have read, understand and agree with the conditions above. Further, I agree to immediately notify City at jwhitney@redmond.gov of any conflict with or violation of the above conditions.

DocuSigned by:

Brooke Lundquist
037591467E30447
Authorized User Signature

2/14/2024

Date

Consulting Services Agreement, City of Redmond and First Responder Counseling and Consulting, PLLC

Exhibit F – Insurance Addendum

THIS ADDENDUM modifies the provisions of the (check one): ☐ General Services Agreement,
☒ Non-Public Work Consultant Agreement, ☐ Instructional Services Agreement,

☐ Social/Community Services, ☐ Short Term Facility Agreement, ☐ Fixed Asset Loan Agreement

☐ Three Party Consultant Agreement (hereinafter "the Agreement") or ☐ Public Work

Consultant Agreement entered into between the parties on _____.

THE UNDERSIGNED PARTIES agree to modify paragraph 9 of the Non-Public Work Consultant Agreement paragraph 13a of Exhibit D, and paragraph 6.4 of Exhibit G as follows (check all applicable items):

- ☐ The general public liability and property damage insurance limit is increased/reduced to \$ _____ (insert amount).
- ☐ The professional liability insurance amount is increased/reduced to \$ _____ (insert amount). This item relates to Consultant and Three Party Consultant Agreements only.
- ☐ The professional liability insurance requirement is eliminated. This item relates to Consultant and Three Party Consultant Agreements only.
- ☒ The insurance provisions are otherwise modified as follows:
The insurance required on Exhibit J shall be in lieu of any insurance required in Exhibits D and G, even if those exhibits say something to the contrary.

Except as expressly modified above, all insurance-related terms and conditions of the Agreement will remain unchanged and in full force and effect. The City has made no recommendation to the contractor/consultant as to the insurance necessary to protect the contractor/consultant's interests and any decision by the contractor/consultant to carry or not carry insurance amounts or coverage in excess of the above is solely that of the contractor/ consultant.

DATED _____

CITY OF REDMOND
 DocuSigned by:
Kelley Cochran (Mayor Designee)
 5D9FC672714C2E4...
 MAYOR ANGELA BIRNEY

CONTRACTOR/CONSULTANT
 DocuSigned by:
Brooke Lundquist
 037591407130447...
Brooke Lundquist, Authorized Representative of First Responder Counseling and Consulting, PLLC
 Title: Brooke Lundquist, Owner

ATTEST AND AUTHENTICATED:
 DocuSigned by:
Cheryl Xanthos
 E726E689816E4E1...
 CITY CLERK, CITY OF REDMOND

APPROVED AS TO FORM:
 DocuSigned by:
Daniel Kenny
 DDAD3355F1F2425...
 OFFICE OF THE CITY ATTORNEY

APPROVED:

 RISK MANAGER, CITY OF REDMOND

Consulting Services Agreement, City of Redmond and First Responder Counseling and Consulting, PLLC

Exhibit G – Business Associate Agreement

This Business Associate Agreement (“Agreement”) is entered into by and between the City of Redmond (“Covered Entity”) and First Responder Counseling and Consulting, PLLC, (“Business Associate”), effective as of the ____ day of _____, 2023 (“Effective Date”).

RECITALS

WHEREAS, the parties contemplate one (1) or more arrangements (collectively, the “Arrangement”) whereby Business Associate provides services to Covered Entity, and Business Associate creates, receives, maintains, transmits, or has access to Protected Health Information in order to provide those services;

WHEREAS, Covered Entity is subject to the Administrative Simplification requirements of the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), and regulations promulgated thereunder, including the Standards for Privacy and for Security of Individually Identifiable Health Information codified at 45 Code of Federal Regulations (“CFR”) Parts 160, 162, and 164 (“Privacy Regulations” and “Security Regulations”);

WHEREAS, the Privacy Regulations and Security Regulations require Covered Entity to enter into a contract with Business Associate in order to mandate certain protections for the privacy and security of Protected Health Information, and those regulations prohibit the Disclosure or Use of Protected Health Information by or to Business Associate if such a contract is not in place;

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

I. DEFINITIONS

1.1 Capitalized terms used but not otherwise defined in this Agreement shall have the same meaning assigned to such terms in HIPAA, as amended by the Health Information Technology for Economic and Clinical Health Act of 2009 (“HITECH Act”) and as set forth in 45 CFR Parts 160, 162 and 164.

II. OBLIGATIONS OF BUSINESS ASSOCIATE

2.1 Permitted Uses and Disclosures of PHI. Except as otherwise limited in this Agreement, Business Associate may Use and Disclose PHI to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the written documents describing the Arrangement entered into by the parties, provided that such Use or Disclosure of PHI would not violate the Privacy Regulations or Security Regulations if done by Covered Entity. Business Associate further agrees not to Use or Disclose PHI other than as permitted or required by this Agreement, or as Required by Law.

2.2 Adequate Safeguards for PHI. Business Associate shall implement and maintain appropriate safeguards to prevent the Use or Disclosure of PHI in any manner other than as permitted by this Agreement or as Required by Law.

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2.3 Adequate Safeguards for EPHI. Business Associate shall implement and maintain administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of any EPHI that it creates, receives, maintains, or transmits on behalf of Covered Entity. Business Associate shall comply with the Security Regulations, where applicable, with respect to EPHI to prevent the Use or Disclosure of EPHI other than as permitted by this Agreement. Such compliance shall include but not be limited to, creation and maintenance of security policies and procedures pursuant to 45 CFR 164.316 and an ongoing risk assessment conducted in accordance with 45 CFR 164.308.

2.4 Reporting Non-Permitted Use, Disclosure, or Breach.

(a) Business Associate shall immediately in writing notify Covered Entity of any Use or Disclosure of PHI not permitted by this Agreement of which Business Associate becomes aware.

(b) Business Associate shall report to Covered Entity any Security Incident of which it becomes aware as follows: (a) reports of successful unauthorized access shall be made immediately; and (b) reports of attempted unauthorized access shall be made in a reasonable time and manner considering the nature of the information to be reported.

(c) Business Associate shall report to Covered Entity a Breach or potential Breach of Unsecured PHI without unreasonable delay, but not later than five (5) days, following Business Associate's discovery of such Breach or potential Breach, where such report will include the identification of each individual whose Unsecured PHI has been or is reasonably believed to have been breached, additional information that Covered Entity is required to include in a Breach notification pursuant to 45 CFR 164.404(c), and other information as requested by Covered Entity. Business Associate agrees to not notify patients, the media, or HHS of a Breach unless requested to do so by Covered Entity or unless otherwise required by law. For purposes of the foregoing obligation, "Breach" shall mean the acquisition, access, Use, or Disclosure of PHI in a manner not permitted under the HIPAA Privacy Regulations which compromises the security or privacy of such information, as further defined in 45 CFR 164.402. Business Associate shall supplement its report(s) if the above information is not available at the time of the initial report, and Business Associate shall otherwise cooperate with Covered Entity's requests for information as may be necessary for Covered Entity to evaluate the scope of the incident and related compliance issues. Business Associate must notify Covered Entity of the Breach or potential Breach regardless of whether Business Associate has conducted a risk assessment, or the results of the risk assessment, described in 45 CFR 164.404.

2.5 Notice. All reporting pursuant to this Agreement shall be to the City of Redmond Privacy Officer at the following e-mail address: privacy@redmond.gov.

2.6 Availability of Internal Practices, Books and Records to Government Agencies. Business Associate agrees to make its internal practices, books, and records relating to the Use

Consulting Services Agreement, City of Redmond and First Responder Counseling and Consulting, PLLC

and Disclosure of PHI by Business Associate on behalf of Covered Entity available to the Secretary of the federal Department of Health and Human Services ("HHS") for purposes of determining Covered Entity's compliance with the Privacy Regulations and Security Regulations. Business Associate shall immediately in writing notify Covered Entity of any requests made by HHS and provide Covered Entity with copies of any documents produced in response to such request.

2.7 Access to and Amendment of PHI. In the event that Covered Entity's PHI in the Business Associate's possession constitutes a Designated Record Set, Business Associate shall within five (5) days of receiving a request from Covered Entity for access to PHI about an Individual contained in a Designated Record Set, Business Associate shall: (a) make the PHI specified by Covered Entity available to Covered Entity to access and copy that PHI, and (b) make PHI available to Covered Entity for the purpose of amendment and incorporating such amendments into the PHI. Covered Entity is responsible for responding to Individuals' request for access to PHI and, in the event Business Associate receives such requests directly from Individuals, Business Associate shall notify Covered Entity of the request promptly, but in no event longer than five (5) business days, for Covered Entity to respond to the Individuals. Business Associate shall have a process in place for requests and amendments from Covered Entity.

2.8 Accounting of Disclosures.

(a) In accordance with 45 CFR 164.528, and Section 13405(c) of Title XII, Subtitle D of the HITECH Act, codified at 42 U.S.C. § 17932, Business Associate agrees to: (a) document Disclosures of PHI and information related to such Disclosures; (b) provide such documentation to Covered Entity in a time and manner designated by Covered Entity; and (c) permit Covered Entity to respond to a request by an individual for an accounting of Disclosures of PHI. Within ten (10) days of Business Associate receiving a request from Covered Entity, Business Associate shall provide to Covered Entity an accounting, as described in 45 CFR 164.528, of each Disclosure of PHI made by Business Associate or its employees, agents, representatives, or subcontractors. Covered Entity is responsible for responding to Individuals' request for an accounting and, in the event Business Associate receives such requests directly from Individuals, Business Associate shall notify Covered Entity of the request promptly, but in no event longer than five (5) business days, for Covered Entity to respond to the Individuals.

(b) Any accounting provided by Business Associate under this Section 2.8 shall include: (i) the date of Disclosure; (ii) the name, and address, if known, of the entity or person who received the PHI; (iii) a brief description of Disclosed PHI; and (iv) a brief statement of the purpose of Disclosure. For each Disclosure that could require an accounting under this Section 2.8, Business Associate shall document the information specified in (i) through (iv), above, and shall securely retain this documentation for six (6) years from the date of Disclosure.

2.9 Use of Subcontractors and Agents.

(a) Business Associate may Disclose PHI to a subcontractor, and may allow the subcontractor to create, receive, maintain, access or transmit PHI on its behalf, provided that

Consulting Services Agreement, City of Redmond and First Responder Counseling and Consulting, PLLC

Business Associate obtains satisfactory assurances that the subcontractor will appropriately safeguard the information. Without limiting the generality of the foregoing, Business Associate shall require each of its subcontractors that create, receive, maintain, access or transmit PHI on behalf of Business Associate to execute a written agreement obligating the subcontractor to comply with all terms of this Agreement and to agree to the same restrictions and conditions that apply to Business Associate with respect to the PHI. Upon request from Covered Entity, Business Associate shall provide a list of subcontractors that it has Disclosed PHI to and the nature of the Disclosed PHI.

(b) Business Associate shall terminate its agreement with any subcontractor if Business Associate knows of or discover a pattern of activity or practice of a subcontractor that constitutes a material breach or violation of the subcontractor's HIPAA obligation under the written agreement with Covered Entity Business Associate shall immediately notify Covered Entity of the termination of the subcontractor agreement if such termination resulted from a material breach or violation of the subcontractor's HIPAA obligations.

(c) Business Associate shall require the subcontractor assent in writing to the jurisdiction and laws of the United States, regardless of whether the subcontractor is a foreign entity, is performing services outside the United States, or is not otherwise subject to the jurisdiction of the United States. Business Associate hereby agrees not to transmit or store any PHI outside of the United States.

2.10 Agreement to Mitigate. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a Use or Disclosure of PHI by Business Associate in violation of the requirements of this Agreement, and to promptly communicate to Covered Entity any actions taken pursuant to this Section 2.10.

2.11 Business Associate Practices, Policies and Procedures. Business Associate represents and warrants that Business Associate's privacy and security policies and practices shall meet current standards set by applicable state and federal law for the protection of PHI including, without limitation, user authentication, data encryption, monitoring and recording of database access, internal privacy standards and a compliance plan, all designed to provide assurances that the requirements of this Agreement are met. Upon reasonable notice, Business Associate shall make its facilities, systems, books and records available to Covered Entity to monitor Business Associate's compliance with this Agreement.

2.12 Compliance with Covered Entity Obligations. To the extent Business Associate carries out Covered Entity's obligations under the Privacy Regulations and Security Regulations, Business Associate shall comply with the requirements of such regulations that apply to Covered Entity in the performance of such obligations.

2.13 HITECH Act Compliance. Business Associate will comply with the requirements of the HITECH Act, codified at 42 U.S.C. §§ 17921–17954, which are applicable to business associates, and will comply with all regulations issued by HHS to implement these referenced statutes, as of the date by which business associates are required to comply with such referenced statutes and HHS regulations.

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2.14 Minimum Necessary. Business Associate shall Use or Disclose only the minimum necessary amount of PHI to accomplish the intended purpose of such Use or Disclosure.

III. OBLIGATIONS OF COVERED ENTITY

3.1 Covered Entity shall, upon request, provide Business Associate with its current notice of privacy practices adopted in accordance with the Privacy Regulations.

3.2 Covered Entity shall inform Business Associate of any revocations, amendments or restrictions in the Use or Disclosure of PHI if such changes affect Business Associate's permitted or required Uses and Disclosures of PHI hereunder.

IV. ADDITIONAL PERMITTED USES

4.1 Except as otherwise limited in this Agreement or the Arrangement, Business Associate may Use and Disclose PHI as set forth below:

(a) Use of Information for Management, Administration and Legal Responsibilities. Business Associate may Use PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate.

(b) Disclosure of Information for Management, Administration and Legal Responsibilities. Business Associate may Disclose PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate if the Disclosure is Required by Law, or Business Associate obtains reasonable assurances from the person to whom the information is Disclosed that it will be held confidentially and Used or further Disclosed only as Required by Law or for the purpose of which it was Disclosed, and the person notifies Business Associate of any instances of which it is aware where confidentiality of the information has been breached.

V. TERM AND TERMINATION

5.1 Term and Termination. This Agreement shall commence as of the Effective Date and shall continue in effect unless and until terminated by Covered Entity under this Section 5.1. Covered Entity may terminate this Agreement, without cause or penalty, on five (5) days' prior written notice to Business Associate. In addition, this Agreement may be terminated by Covered Entity immediately and without penalty upon written notice by Covered Entity to Business Associate if Covered Entity determines, in its sole discretion, that Business Associate has violated any material term of this Agreement. Business Associate's obligations under Sections 2.4, 2.5, 2.7, 2.8, 2.9, 2.9(b), 2.10, 5.2, 6.3, 6.5, 6.6 and 6.10 of this Agreement shall survive the termination of this Agreement.¹

5.2 Disposition of PHI upon Termination. Upon termination of this Agreement, Business Associate shall either return or destroy, in Covered Entity's sole discretion and in accordance with any instructions by Covered Entity, all PHI maintained in any form by Business Associate or its agents and subcontractors, and shall retain no copies of such PHI unless directed

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to do so by Covered Entity. However, if Covered Entity determines that neither return nor destruction of PHI is feasible, Business Associate may retain PHI provided that Business Associate: (a) continues to comply with the provisions of this Agreement for as long as it retains PHI, and (b) limits further Uses and Disclosures of PHI to those purposes that make the return or destruction of PHI infeasible.

VI. GENERAL TERMS

6.1 No Third Party Beneficiaries. There are no third party beneficiaries to this Agreement.

6.2 Relationship to Agreement Provisions. In the event that a provision of this Agreement is contrary to a provision of any other agreement between the parties, the provisions of this Agreement shall control.

6.3 Indemnification. Business Associate will indemnify, hold harmless and defend Covered Entity from and against any and all claims, losses, liabilities, costs, and other expenses (including attorneys' fees) incurred as a result or arising directly or indirectly out of, or in connection with (a) any misrepresentation, breach, or non-fulfillment of any undertaking on the part of Business Associate under this Agreement; (b) any claims, demands, awards, judgments, actions, and proceedings made by any person or organization, arising out of or in any way connected with Business Associate's obligations under this Agreement; and (c) a breach of unsecured PHI caused by Business Associate or its subcontractors or agents. Without limiting the generality of the foregoing, Business Associate agrees to reimburse Covered Entity for any and all costs and expenses incurred as a result or arising directly or indirectly out of Covered Entity's compliance with the HIPAA breach notification requirements set forth at 42 U.S.C. § 17932 and 45 CFR 164.40 *et seq.* as a result of a Breach by Business Associate, including but not limited to all costs associated with Covered Entity's obligation to notify affected Individuals, the government, and the media of a Breach and any costs for credit monitoring, as applicable or establishing a toll-free number. Any limitation of liability set forth in written agreements pertaining to the Arrangement shall not apply to this Agreement.

6.4 Insurance. Business Associate shall obtain and maintain during the term of this Agreement, and at any time in which it retains PHI, liability insurance covering common law claims, breach notification expenses, data theft, and coverage related to the violation of state or federal information privacy and security laws or regulations. The policy limits for such coverage shall not be less than \$1,000,000 per claim, and \$3,000,000 in the annual aggregate. Such insurance shall name Covered Entity as an additional named insured. A copy of such policy or a certificate evidencing the policy shall be provided to Covered Entity upon written request. Business Associate shall provide Covered Entity with written notice of any policy cancellation within two (2) business days of the receipt of such notice. Failure of Business Associate to maintain the insurance as required shall constitute a material breach of this Agreement, upon which Covered Entity may, after giving five (5) business days notice to Business Associate to correct such breach, immediately terminate this Agreement. Business Associate's maintenance of insurance as required by this Agreement shall not be construed to limit the liability of Business Associate to the coverage provided by such insurance, or otherwise limit Covered Entity's recourse to any remedy available at law or in equity.

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6.5 Data Ownership. Business Associate acknowledges and agrees that Covered Entity owns all rights, interests, and title in and to its data, including all PHI and any de-identified data, and title shall remain vested in Covered Entity at all times. Accordingly, Business Associate hereby acknowledges and agrees that it does not have the right to engage in the sale of PHI. Business Associate shall not de-identify PHI or Use or Disclose any such de-identified information unless otherwise permitted in writing by Covered Entity.

6.6 Governing Law; Venue and Jurisdiction; Attorneys' Fees. This Agreement shall in all respects be interpreted, enforced and governed by the laws of Washington State. Venue for any action or proceeding shall be in King County, Washington. In the event of any litigation or arbitration relating to or arising out of this Agreement, the substantially prevailing party or parties shall be entitled to its cost of litigation or arbitration, and reasonable attorneys' fees, including any attorneys' fees and costs incurred in bankruptcy or insolvency proceedings or on any appeal.

6.7 Legal Compliance. The parties hereto shall comply with applicable laws and regulations governing their relationship, including, without limitation, the Privacy Regulations, the Security Regulations, and any other federal or state laws or regulations governing the privacy, confidentiality, or security of patient health information, including without limitation, the Washington Uniform Healthcare Information Act, RCW Ch. 70.02. Business Associate shall comply with applicable state and federal statutes and regulations as of the date by which business associates are required to comply with applicable statutes and regulations. Any ambiguity in this Agreement shall be resolved to permit Covered Entity to comply with the Privacy Regulations, the Security Regulations, the HITECH Act, RCW ch. 70.02 and other federal or state laws or regulations governing the privacy, confidentiality, or security of patient health information or PHI.

6.8 Amendment. Upon request by Covered Entity, Business Associate agrees to promptly enter into negotiations with Covered Entity concerning the terms of an amendment to this Agreement embodying written assurances consistent with the standards and requirements of the Privacy Regulations, Security Regulations, or other applicable laws. Covered Entity may terminate this Agreement upon thirty (30) days written notice to Business Associate in the event: (a) Business Associate does not promptly enter into negotiations to amend this Agreement when requested by Covered Entity pursuant to this Section, or (b) Business Associate does not enter into an amendment of this Agreement providing assurances regarding the safeguarding of PHI that Covered Entity, in its sole discretion, deems sufficient to satisfy the standards and requirements of the Privacy Regulations, Security Regulations, or other applicable laws.

6.9 Severability. If a provision of this Agreement is held invalid under any applicable law, such invalidity will not affect any other provision of this Agreement that can be given effect without the invalid provision. Further, all terms and conditions of this Agreement will be deemed enforceable to the fullest extent permissible under applicable law, and, when necessary, the court is requested to reform any and all terms or conditions to give them such effect.

Consulting Services Agreement, City of Redmond and First Responder Counseling and Consulting, PLLC

6.10 Public Records Act. The parties acknowledge that the confidentiality provisions of the HIPAA Privacy Regulations constitute an "other statute which exempts or prohibits disclosure" under the Washington State Public Records Act (see RCW 42.56.070(1); *see also Hangartner v. Seattle*, 151 Wn.2d 439, 453 (2004)), and that the confidentiality provisions under the Privacy Regulations and this Agreement shall control. Furthermore, Business Associate shall not release any de-identified health information without first notifying and conferring with Covered Entity.

6.11 No Assignment. Neither party shall assign this Agreement without the prior written consent of the other party.

6.12 Entire Agreement. This Agreement represents the entire agreement between the parties with respect to the subject matter hereof, and supersedes all prior discussions, negotiations and agreements relating to the same subject matter, including, but not limited to other business associate agreements or agreements related to patient data and the access, use, privacy, security and confidentiality of patient data. In the event of conflict between any written or oral provision of the Arrangement and any provision of this Agreement, the applicable provisions of this Agreement shall control with respect to patient data and the access, use, privacy, security and confidentiality of patient data.

6.13 Independent Contractor. Business Associate and Covered Entity are and shall be independent contractors to one another, and nothing herein shall be deemed to cause this Agreement to create an agency, partnership, or joint venture between the parties. No acts performed, or words spoken by either party with respect to any third party, shall be binding upon the other. Any and all obligations incurred by either party in connection with the performance of any of its obligations hereunder shall be solely at that party's own risk. Each party agrees that it shall not represent itself as the agent or legal representative of the other for any purpose whatsoever.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective as of the Effective Date.

Business Associate:**City of Redmond:**

First Responder Counseling and Consulting, PLLC, City of Redmond

DocuSigned by:
By: Brooke Lundquist
037581407F30447...

Print Name: Brooke Lundquist

Title: Brooke Lundquist, Owner

Dated: 2/14/2024

DocuSigned by:
By: Kelley Cochran (Mayor Designee)
5D8FC672714C4E4...

Print Name: Kelley Cochran (Mayor Designee)

Title: Finance Director

Dated: 2/20/2024

Consulting Services Agreement, City of Redmond and First Responder Counseling and Consulting, PLLC

Exhibit H – Redmond Fire Department Ride Along Waiver and Confidentiality Agreement

Name: Brooke Lundquist Age: 43 Date of Birth: 2/6/81
Address: 1323 Avenue D, Suite 100, Snohomish, WA 98291 Phone: 98291-327-2859

I hereby request the privilege, for my personal benefit, of accompanying members of the Redmond Fire Department while on general duty which will include my being in and about city-owned fire/emergency medical vehicles and facilities and riding in a fire department vehicle while the same is being used by Redmond Fire Department personnel during the course of fire and emergency medical duties.

I fully understand that during the time I am accompanying any Redmond Fire Department employee, I may be exposed, at my own risk, to a wide variety of dangerous circumstances and situations which include, but are not limited to, emergency response, medical aid incidents, and fire situations.

I hereby waive any and all actions, claims, and demands against the City of Redmond, its officers, agents, and employees, for all personal injuries, illness, property damage, or losses of any nature which may result from any such dangerous activity, including all those which may arise out of the negligence of any firefighter or any other employee or agent of the City of Redmond, and do further release the City of Redmond, its officers, agents, employees, assigns, and subrogates in the event of any loss, damage, or claims arising from the subject dangerous activity.

This agreement is made in consideration of my being allowed to accompany Redmond Fire Department personnel in the performance of their duties. I understand and agree that I will obey and follow any and all directions of any firefighter and, in particular, the person to whom I am assigned during the time that I am accompanying the Redmond Fire Department.

While observing with the Redmond Fire Department program, or at transport destination facilities, I understand that all patient care information is strictly confidential. Patient personal and medical information as well as information documented on the Medical Incident Report Form are to be held in strict confidentiality and cannot be discussed without the expressed or direct consent of the patient. Any unauthorized disclosure of such information could render the Redmond Fire Department, as well as me, liable for damages on grounds of defamation or invasion of the right to privacy.

Understand that patient care is our first and foremost priority. If the scene of the incident or the facility you are observing in becomes busy, or a patient becomes critical, you might be asked to leave until things calm down.

<div>Contractor: Brooke Lundquist First Responder Counseling and Consulting, PLLC 207 Avenue D, Suite 100 Snohomish, WA 98290 Signature: <u>Brooke Lundquist</u> Print Name: <u>Brooke Lundquist</u> Date: <u>2/14/2024</u></div>	<div>City of Redmond By: <u>Kelley Cochran (Mayor Designee)</u> Print Name: <u>Kelley Cochran (Mayor Designee)</u> Title: <u>Finance Director</u> Date: <u>2/20/2024</u></div>
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Consulting Services Agreement, City of Redmond and First Responder Counseling and Consulting, PLLC

Exhibit I – Option for Renewal

The City reserves the right to renew this contract for two years, effective May 1, 2024, with (2) additional one-year renewal terms, for a potential maximum total term of four (4) years and five (5) months, upon serving notice to consultant within thirty (30) calendar days prior to expiration. If a renewal provision is exercised, all terms and conditions of original contract shall remain in full force and effect. A renewal will be accomplished through a separate contract with reference to the original contract. Acceptance of a renewal offer will be by mutual agreement of both parties. The Mayor or designee is authorized to exercise this renewal option.

Should the City exercise a renewal option, the City and Consultant may discuss any necessary changes to services and will confirm price/rates prior to each renewal. Consultant shall notify the City in writing at least thirty (30) days prior to any proposed price adjustment. Acceptance of such a request will be at the sole discretion of the City.



Non-Competitive Procurement Justification Form

Instructions:

Use this form to justify your non-competitive procurement. The Purchasing Division requires a written explanation to document why a product or service is only provided by one source and whether efforts were made to find other vendors.

The purpose of this form is to waive competitive bidding, where multiple quotes would normally be required (see Purchasing Policy for specific requirements and approval thresholds).

Examples of when to use this form:

- Purchases that are not competitively bid because they are clearly and legitimately limited to a single source of supply. Considerations:
 - Licensed, copyrighted or patented products or services that only one vendor provides
 - Compatibility requirements
 - Proprietary or custom-built software or information systems that only one vendor provides
 - Products or services where only one vendor meets the required certifications or statutory requirements
- Purchases that are not competitively bid because they involve special facilities or market conditions.

If competitive bidding is waived, the appropriate signing delegations still need to be followed.

This form is **not** required for:

- Purchases that are competitively bid (where multiple quotes are obtained)
- Purchases under \$10,000
- Intergovernmental cooperative purchases
- Interlocal purchases

Please select one of the following:

- ☒ This is an un-quotable purchase:
- Sole Source
- ☐ This is a quotable purchase but Director or Mayor will waive the use of the competitive process. Please note this option can only be used for the following types of purchases:
- Operating Supplies & Equipment
 - Operating and General Services
 - Professional Services
 - Instructional/Artistic Services

Please complete the following:

Your Name:	Jim Whitney
Your Department:	Fire
Date Requested:	2/12/2024
Requested Product or Service:	Mental Health & Wellness Professional (MHP) Consultant
Estimated Cost:	\$40,000
Vendor (Source of Supply):	First Responder Counseling



Non-Competitive Procurement Justification Form

Vendor Address:	207 Avenue D, Suite 100, Snohomish, WA. 98290
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1. Describe the purpose or function of the requested product or service.

This contracted position will provide Fire Department leadership with a behavioral health medical professional consultant and the Peer Support Team with a leader that promotes wellness, resiliency and education. This will provide well educated personnel to conduct critical incidents defusing after emotional traumatic responses and follow up debriefings for department personnel as needed.

2. Explain why the product/service requested is the only product/service that will work and why alternative vendors or distributors are unacceptable. Be specific with regards to any unique features, characteristics, requirements or capabilities.

The primary objective is to preserve and nurture the strong relationships that have been established over the past several years between MHP Brooke Lundquist and the dedicated staff of the Redmond Fire Department. We appreciate the work Brooke has done and the strong professional relationships she has established with our staff.

3. If the particular product/service was not available or could not be purchased, how would the department proceed with its work?

The dedication and professionalism that MHP Brooke Lundquist has established over the last several years has been instrumental in ensuring the mental well-being of our team, and we acknowledge her valuable contributions to our department. Reestablishing this level of relation across our response staff would be detrimental to the professional relationships previously established. Not having this resource capability will negatively affect the health and safety of response personnel.

4. Describe the market research that was conducted. Explain the efforts made to determine whether other qualified vendors or products/services exist.



Non-Competitive Procurement Justification Form

This is a realignment of a previously established relationship with MHP Brooke Lundquist that has existed for several years. Mental Health Professionals with clear understanding of the critical nature of mental health and wellness of first responders is limited. Through the consultation provided by MHP Brooke Lundquist the Redmond Fire Department has become a leader in the advancement first responder mental health and wellness.

I certify to the best of my knowledge that this purchase is compatible with existing goods, equipment or services and there are no reasonable alternatives or substitutes and/or the product/service is clearly and legitimately available from only one source of supply.

Step 1. Sign below OR provide an email approval:

City Representative:	Signature: Jim Whitney	Date: 2/12/2024
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Step 2. Select the appropriate box and sign below OR provide an email approval:

Director: Select appropriate box below.	Signature: <i>Adrian Sheppard</i>	Date: 2/15/2024
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- This is an un-quotable purchase and competitive bidding is waived:
 - ☒ Sole Source: Over \$10,000
- This is a quotable purchase but competitive bidding is waived:
 - ☐ Operating Supplies & Equipment (annually): \$10,001 - \$200,000
 - ☐ Operating Services, Repair & Maintenance, and General Services (annually): \$10,001 - \$50,000
 - ☐ Professional Services (annually): \$10,001 - \$50,000
 - ☐ Instructional/Artistic Services (annually): \$10,001 - \$75,000

Mayor or Designee: Select appropriate box below.	Signature:	Date:
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- This is a quotable purchase but competitive bidding is waived:
 - ☐ Operating Supplies & Equipment (annually): Over \$200,000
 - ☐ Operating Services, Repair & Maintenance, and General Services (annually): Over \$50,000
 - ☐ Professional Services (annually): Over \$50,000
 - ☐ Instructional/Artistic Services (annually): Over \$75,000

Step 3. Send the completed form and applicable approval to the Purchasing Division; email is acceptable. Include any back-up documentation.



Non-Competitive Procurement Justification Form

Reminder! The purpose of this form is to waive competitive bidding. The appropriate signing levels still need to be followed (see Purchasing Policy for specific requirements and approval thresholds).

To be completed by the Purchasing Department:

Purchasing:	Signature:	Date:
Contract or PO/PA #:		



HEALTHCARE PROVIDERS SERVICE
ORGANIZATION PURCHASING GROUP**Certificate of Insurance**
OCCURRENCE PROFESSIONAL LIABILITY POLICY FORM

Print Date: 11/14/2023

The application for the Policy and any and all supplementary information, materials, and statements submitted therewith shall be maintained on file by us or our Program Administrator and will be deemed attached to and incorporated into the Policy as if physically attached.

PRODUCER	BRANCH	PREFIX	POLICY NUMBER	POLICY PERIOD
018098	970	HPG	0765159906	From: 11/13/23 to 11/13/24 at 12:01 AM Standard Time
Named Insured and Address:				Program Administered by:
First Responder Counseling and Consulting, PLLC 207 Avenue D 100 Snohomish, WA 98290				Healthcare Providers Service Organization 1100 Virginia Drive, Suite 250 Fort Washington, PA 19034 1-888-288-3534 www.hpso.com
Medical Specialty:			Code:	Insurance Provided by:
Mental Health Counselor Firm			80723	American Casualty Company of Reading, Pennsylvania 151 N. Franklin Street Chicago, IL 60606
Excludes Cosmetic Procedures				

Professional Liability \$ 1,000,000 each claim \$ 5,000,000 aggregate

Your professional liability limits shown above include the following:

- * Good Samaritan Liability
- * Sexual Misconduct Included in the PL limit shown above subject to \$ 25,000 aggregate sublimit
- * Malplacement Liability
- * Personal Injury Liability

Coverage Extensions

License Protection	\$ 25,000	per proceeding	\$ 25,000	aggregate
Defendant Expense Benefit	\$ 1,000	per day limit	\$ 25,000	aggregate
Deposition Representation	\$ 10,000	per deposition	\$ 10,000	aggregate
Assault	\$ 25,000	per incident	\$ 25,000	aggregate
Includes Workplace Violence Counseling				
Medical Payments	\$ 25,000	per person	\$ 100,000	aggregate
First Aid	\$ 10,000	per incident	\$ 10,000	aggregate
Damage to the Property of Others	\$ 10,000	per incident	\$ 10,000	aggregate
Enterprise Privacy Protection - Claims Made	\$ 25,000	per incident	\$ 25,000	aggregate
Retroactive Date: 11/13/2023(Defense inside limits)				
Media Expense	\$ 25,000	per incident	\$ 25,000	aggregate

Workplace Liability

Workplace Liability	Included in Professional Liability Limit shown above	
Fire & Water Legal Liability	Included in the PL limit shown above subject to \$150,000	aggregate sublimit
Personal Liability	Excluded	

Total \$ 600.00

Base Premium \$600.00

Policy Forms and Endorsements (Please see attached list of policy forms and endorsements)


Chairman of the Board


Secretary

Keep this Certificate of Insurance in a safe place. It and proof of payment are your proof of coverage. There is no coverage in force unless the premium is paid in full. To activate your coverage, please remit premium in full by the effective date of this Certificate of Insurance.

Coverage Change Date:

Endorsement Date:

Master Policy: 188711433

CNA93692 (11-2018)