

# City of Redmond



## Agenda

Tuesday, February 15, 2022

4:30 PM

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

## Committee of the Whole - Public Safety and Human Services

### Committee Members

*Jeralee Anderson, Presiding Officer*

*David Carson*

*Steve Fields*

*Jessica Forsythe*

*Varisha Khan*

*Vanessa Kritzer*

*Melissa Stuart*

**AGENDA**

## ROLL CALL

1. Human Services Update [CM 22-115](#)  
[Attachment A: 2021 Human Services Annual Report](#)  
*Department: Planning and Community Development, 5 minutes*  
*Requested Action: Informational*
2. Homeless Outreach Program Year-End Update [CM 22-185](#)  
[Attachment A: Homeless Outreach Update](#)  
*Department: Planning and Community Development, 10 minutes*  
*Requested Action: Informational*
3. Approval of the Fire Department Peer Support Coordinator Contractor with inLife Clinic LLC (Not to Exceed \$50,000) [CM 22-108](#)  
[Attachment A: Consulting Services Agreement](#)  
[Attachment B: RFD Standard Operating Guideline - Peer Support Program](#)  
*Department: Fire, 5 minutes*  
*Requested Action: Consent, March 1st*
4. Amendment to the Willow Run, LLC/Building X Contract for Outside Technical Review [CM 22-109](#)  
[Attachment A: Three Party Agreement \(Contract #9559\)](#)  
[Attachment B: Contract Amendment](#)  
*Department: Fire, 5 minutes*  
*Requested Action: Consent, March 1st*
5. Approval of Fee Schedule Amendment Related to Fire System Confidence Testing and Reporting [CM 22-111](#)  
[Attachment A: Resolution](#)  
*Department: Fire, 10 minutes*  
*Requested Action: Consent, March 1st*
6. Adoption of Ordinance RMC 9.52 Relating to the Misuse of 911 Emergency Call System [CM 22-110](#)  
[Attachment A: Ordinance](#)  
*Department: Fire, 10 minutes*  
*Requested Action: Consent, March 1st*

7. Fire Save v. Loss Report (Q4, 2021) [CM 22-106](#)

[Attachment A: Presentation](#)

*Department: Fire, 5 minutes*

*Requested Action: Informational*

8. Public Safety Funding Plan Milestones [CM 22-101](#)

[Attachment A: Public Safety Plan Milestones](#)

*Department: Police/Fire, 10 minutes*

*Requested Action: Informational*



Memorandum

Date: 2/15/2022

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

File No. CM 22-115

Type: Committee Memo

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

FROM: Mayor Angela Birney

DEPARTMENT DIRECTOR CONTACT(S):

Planning and Community Development	Carol Helland	425-556-2107
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DEPARTMENT STAFF:

Planning and Community Development	Brooke Buckingham	Human Services Manager
Planning and Community Development	Alaric Bien	Senior Planner

TITLE:

Human Services Update

OVERVIEW STATEMENT:

Staff will provide a quarterly update on the work of the Human Services staff to advance the workplan, the activities of the Human Services Commission, and the local and sub-regional response to pandemic related community needs.

Additional Background Information/Description of Proposal Attached

REQUESTED ACTION:

Receive Information       Provide Direction       Approve

REQUEST RATIONALE:

- **Relevant Plans/Policies:**  
Redmond Comprehensive Plan, Human Services Strategic Plan
- **Required:**  
N/A
- **Council Request:**  
N/A
- **Other Key Facts:**  
The following is a summary of recent activities:

Contracting and Funding

- CDBG-CV2 and CV3 contracts executed with Eastside Legal Assistance Program (legal services), Congregations for the Homeless (behavioral health), YMCA (supplemental nutrition), The Sophia Way (behavioral health), and King County (CDBG-CV contract administration). 2021 CDBG contracts executed

with King County (administration), and Congregations for the Homeless (emergency men’s shelter).

- The following is an update on funds that have been distributed through the one-time fund balance allocated to address emerging and emergent human service needs:
  - Support for Senior Curbside Lunch Program through the end of 2022. Total: \$89,000.
  - Culturally responsive communication to Lake Washington School District families connecting them to school and community resources. Total: \$7,200.
  - Rehabilitation and repair of Overlake Safe Parking Program bathrooms due to increased use/wear and tear of shower amenities. Total: \$8,187.
  - Enhanced rental assistance support through Hopelink. Total: \$300,000.
- Agencies have submitted fourth quarter reports, including required annual outcomes and demographics reports. Attachment A is a summary of 2021 performance results, based on data provided to date.
- Staff continue to work to support the launch of upcoming the grant cycle for 2023-2024 human services funding through a joint, online application portal. Organizations interested in applying may visit [www.share1app.org](http://www.share1app.org) <<http://www.share1app.org>> for more information.

**Human Services Commission**

- Commissioners continue to receive monthly briefings from nonprofit agencies to familiarize themselves with their missions and services.
- Joined other Eastside Human Services Commissions for a briefing on and discussion of Hate and Bias Motivated Violence in East King County
- Reviewed 2021 distribution of general funds, one-time Council designated funds, and CDBG-CV funds in preparation for upcoming funding cycle.
- Staff is working with a consultant to develop a joint equity framework training for East King County Human Services Commissions.
- A new youth representative has been selected to serve on the Commission.
- Two candidates for the vacant regular seat are being considered and will be interviewing with the Mayor shortly.

**Human Services Strategic Plan**

The Human Services Needs Assessment Report, which was the foundation for the proposed strategies and actions, has been finalized. The draft Strategic Plan has been posted on 'Lets Connect <<https://www.letsconnectredmond.com/humanservices>>, where community members and stakeholders can provide input on priorities. Staff will provide and present the results of this engagement and an updated draft Human Services Strategic Plan during March 22 Study Session.

**OUTCOMES:**

A continued focus on responding to existing and emerging community human services needs in a dynamic environment.

**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:**

000248 - Housing and Human Services

**Budget Priority:**

Vibrant and Connected

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

**If yes, explain:**

N/A

**Funding source(s):**

019 Human Services Fund

100 General Fund

CDBG-CV2 and CDBG-CV3

**Budget/Funding Constraints:**

N/A

Additional budget details attached

**COUNCIL REVIEW:**

**Previous Contact(s)**

Date	Meeting	Requested Action
5/4/2021	Committee of the Whole - Parks and Human Services	Receive Information
7/6/2021	Committee of the Whole - Parks and Human Services	Receive Information
10/5/2021	Committee of the Whole - Parks and Human Services	Receive Information

**Proposed Upcoming Contact(s)**

Date	Meeting	Requested Action
5/17/2022	Committee of the Whole - Public Safety and Human Services	Receive Information

**Time Constraints:**

N/A

**ANTICIPATED RESULT IF NOT APPROVED:**

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**Date:** 2/15/2022

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

**File No.** CM 22-115

**Type:** Committee Memo

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N/A

**ATTACHMENTS:**

2021 Performance Results

# Human Services 2021 Annual Report



.....  
**Building a thriving community.**

**A summary of the impact of human service investments in Redmond.**  
.....



13K residents served



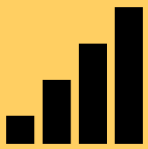
15K people received vaccines



Free/low-cost medical care to 5K residents



Improved mental health for more than 6,500 residents



78% of programs met service unit goals



Emergency financial help to more than 180 families



Three of four programs achieved set outcomes



3,000 nights of shelter provided to unhoused individuals

\*Available data as of February 8, 2022

## Community Investment

### \$2.67M

- Funding to 47 agencies, including 74 programs
- 9 of 47 funded agencies are BIPOC led and focused
- \$500K in COVID-response funding
- Of operational grants, 41% support homeless and housing services and 20% support physical and emotional well-being of residents
- \$300K to help with Together Center campus redevelopment project





Memorandum

**Date:** 2/15/2022

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

**File No.** CM 22-185

**Type:** Committee Memo

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

**FROM:** Mayor Angela Birney

**DEPARTMENT DIRECTOR CONTACT(S):**

Planning and Community Development	Carol Helland	425-556-2107
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**DEPARTMENT STAFF:**

Planning and Community Development	Tisza Rutherford	Homeless Outreach Administrator
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**TITLE:**

Homeless Outreach Program Year-End Update

**OVERVIEW STATEMENT:**

This report will provide an update on recent outreach activities as well as a year-end review of clients served, number of contacts, and program accomplishments.

**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:**

Redmond has a full-time Homeless Outreach Administrator that partners and coordinates with Police, businesses, non-profits, and the broader community. A .50 FTE Human Services Coordinator was added to the team in August 2021.

Services are provided through direct outreach as well as through drop-in hours at accessible locations throughout the community such as the Redmond library, safe parking sites, and at the Together Center.

**OUTCOMES:**

Through direct support and resources from the Homeless Outreach Program, unhoused and housing insecure individuals will achieve greater stability. More details regarding the impact of this program are included in Attachment 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:**

City costs are associated with staff resources needed to manage the homeless outreach program and human services funds dedicated to support direct client assistance.

Approved in current biennial budget:  Yes  No  N/A

**Budget Offer Number:**

000248

**Budget Priority:**

Vibrant and Connected

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

*If yes, explain:*

N/A

**Funding source(s):**

General Fund

**Budget/Funding Constraints:**

The flex fund is \$10,000 per year.

Additional budget details attached

**COUNCIL REVIEW:**

**Previous Contact(s)**

Date	Meeting	Requested Action
10/5/2021	Committee of the Whole-Planning and Public Works	Receive Information

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**Date:** 2/15/2022

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

**File No.** CM 22-185

**Type:** Committee Memo

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**Proposed Upcoming Contact(s)**

Date	Meeting	Requested Action
	Nothing proposed at this time	N/A

**Time Constraints:**

N/A

**ANTICIPATED RESULT IF NOT APPROVED:**

N/A

**ATTACHMENTS:**

Attachment A: Homeless Outreach Update

## Attachment A: Homeless Outreach Report

### Client Data

Each quarter, data is compiled on number of new clients served by the outreach program, the amount of time spent, and the number of times that individuals interact with the program.

2021 Outreach Data	
Unduplicated Clients	154
Contact Hours	1,552
Number client contacts	1,560
Number of participants housed	75
Number of clients who achieved stabilization goals	81
Flexible fund expenditures	\$5,544

Examples of flex fund uses include: covering documentation processing fees (e.g. birth certificates, ID card replacements), employment attire, car repairs to assist with people getting to work or moving into safe parking, parking fees for client medical and housing appointments, and providing transportation to connect people back to families and friends who may be willing to provide housing/shelter.

### Other Activities and Community Collaboration

In addition to working directly with clients, Outreach staff has:

- Assisted partner providers (Camp Unity Eastside, Overlake Christian Church) with their Emergency Housing Voucher application, distribution and lease-up.
- Participated in the King County Regional Homeless Authority's (KCHRA) Outreach Work Group to identify best practices and address needs.
- Gained approval for Redmond's participation in the Emergency Housing Voucher Program.
- Explored partnership with Housing Connector Program.

In addition, the City coordinated with community partners, cities, and KCRHA on the severe weather response during the extreme weather event December 23 through January 1, 2022. Staff:

- Proactively assisted with Winter Shelter information distribution and transport and helped identify, procure, and deliver needed supplies to area shelters during the extreme weather event December 25 through January 3.
- Participated in daily status reports with cities, non-profit providers, and KCRHA to monitor and respond to emerging needs.
- Opened a warming center at Redmond City Hall Council Chambers during business hours.

### Successes and challenges during this quarter:

### **Client Success Stories:**

1. A Hispanic male had been homeless in the local area for 6 years. He had become divorced following a work-related injury at an under-the-table job. In constant pain and unable to claim benefits or resume work, he turned to substance use for relief, becoming addicted to methamphetamine, heroin, and alcohol. Outreach staff helped him apply for DSHS food/ cash benefits and rental assistance, health insurance, and medical care and connected him to a local, Spanish-speaking treatment provider. He achieved sobriety and moved into a relative's home. Now 1.5 years sober, he is living in his own apartment with an emotional support dog and is still actively engaged with Outreach to pursue disability benefits and citizenship. He is also actively referring friends and family members to Outreach to receive assistance for their own needs.
2. Outreach has been working with Camp Unity Eastside to help with their Emergency Housing Voucher distribution, awarded by the King County Regional Homelessness Authority. Outreach has coordinated 11 vouchers, which are at varying stages of the process. Several individuals have already been approved to move into apartments in Bellevue, near shopping and bus routes. Two are elderly who are very good friends were delighted to be housed together at their request in the same property. One is a painter, and one is battling cancer – both unable to draw sufficient income to afford housing at standard market rates. Now settled in, one of them is considering adopting a rescue cat and resuming part-time work and the other is eagerly planning to showcase his art at the local farmers' market.
3. Outreach was put in contact with an adult female with a developmental disability who was raised by her grandmother. The grandmother's health was declining, and she was in an unstable living situation. Outreach worked to get the client approved for a subsidized Group Home here in East King County, with other young women her own age and with similar interests and levels of independence. Outreach then connected her with an employment specialist to work with her abilities and help her apply for supported part-time work near her home to strengthen her independent living skills. Outreach is now working with the grandmother to help her move into more stable living situation near her granddaughter, as well as other family members who have since reached out for support. The whole family is remaining engaged as they all continue to stabilize.

### **Challenges**

The severe weather event elevated ongoing challenges in the region's homeless response system. Some of the challenges include:

- Existing staffing shortages with no available on-call staff or trained volunteers to provide back-up support if needed.
- Transportation barriers including staff who live out of area and couldn't get to work.
- Lack of COVID tests and Isolation and Quarantine spaces for those who tested positive.
- Limited capacity to meet the demand. East King County providers expanded capacity by offering more space at existing facility or placing clients in hotels. Even with this extra capacity, all spaces were full. Congregations for the Homeless normally serves 100 men at its rotating shelter and was operating at an average of 125% above capacity.



Memorandum

Date: 2/15/2022

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

File No. CM 22-108

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	Medical Services Administrator
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**TITLE:**

Approval of the Fire Department Peer Support Coordinator Contractor with inLife Clinic LLC (Not to Exceed \$50,000)

**OVERVIEW STATEMENT:**

The addition of this contracted position will provide the Fire Department's Peer Support Program with a behavioral health medical professional to support wellness and resiliency education as well as conduct stress debriefings after critical incidents.

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

**REQUESTED ACTION:**

Receive Information       Provide Direction       Approve

**REQUEST RATIONALE:**

- **Relevant Plans/Policies:**  
Redmond Fire Department Standard Operating Guidelines - Personnel 039 Peer Support Program
- **Required:**  
N/A
- **Council Request:**  
N/A
- **Other Key Facts:**  
The Fire Department's Peer Support Program was implemented in 2016 with the support of inLife Clinic in an unofficial capacity, providing employees with connections to a mental health professional for support services through an internship program. This relationship has proven to be extremely valuable to the health of the workforce and by moving forward with the contract it will strengthen the program.

**OUTCOMES:**

Throughout their career, Fire/EMS personnel are exposed to significant traumatic events, sleep deprivation, family separation, and they must remain on a high level of alert for long periods. All of these are items that can negatively impact mental health, physical health, relationships, and can create workplace or financial stressors. The Peer Support Coordinator services provided by inLife Clinic LLC will ensure our Fire/EMS providers continue to have direct access to a subject matter expert that can navigate critical incident stress debriefings, provide training for the Redmond Fire Department Peer Support Team, and support individual resource connections for personnel in crisis.

**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:**

Not to exceed \$50,000.00

**Approved in current biennial budget:**       **Yes**       **No**       **N/A**

**Budget Offer Number:**

229 - Fire and Medical Operations

**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

**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
3/1/2022	Business Meeting	Approve

**Time Constraints:**

The services of inLife Clinic LLC has been provided as part of a work study program at no cost to the City of Redmond Fire Department for the past four years. Redmond Fire leadership is seeking to memorialize the relationship through a contract to continue this critical work that supports the mental health of our workforce.

**ANTICIPATED RESULT IF NOT APPROVED:**

The Fire Department has a need to continue and increase access to critical incident stress debriefing, mental health preparedness training, and employee wellness services. If this contract is not approved other options will need to be considered to continue supporting the health and safety of the workforce.

**ATTACHMENTS:**

Attachment A: Consulting Services Agreement - inLife Clinic, LLC

Attachment B: Redmond Fire Department Standard Operating Guideline Personnel-039 - Peer Support Program

# Consulting Services Agreement

<p><b><i>PROJECT TITLE</i></b></p> <p>Fire Department Wellness and Resiliency Coordinator</p>	<p><b><i>EXHIBITS</i></b>  <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 &amp; 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</p>
<p><b><i>CONTRACTOR</i></b></p> <p>inLife Clinic, LLC</p>	<p><b><i>CITY OF REDMOND PROJECT ADMINISTRATOR</i></b>  <i>(Name, address, phone #)</i></p> <p>Jim Whitney  City of Redmond  FSADMN  PO Box 97010  Redmond, WA 98073-9710  425-556-2208  <a href="mailto:jwhitney@redmond.gov">jwhitney@redmond.gov</a></p>
<p><b><i>CONTRACTOR'S CONTACT INFORMATION</i></b>  <i>(Name, address, phone #)</i></p> <p>inLife Clinic, LLC  16715 NE 79 ST  Redmond, WA 98052  425-822-3252  <a href="mailto:info@inlifeclinic.com">info@inlifeclinic.com</a>  <a href="mailto:cc:phyllis@inlifeclinic.com">cc:phyllis@inlifeclinic.com</a></p>	<p><b><i>BUDGET OR FUNDING SOURCE</i></b></p> <p>General Fund</p>
<p><b><i>CONTRACT COMPLETION DATE</i></b></p> <p>December 31, 2022</p>	<p><b><i>MAXIMUM AMOUNT PAYABLE</i></b></p> <p>\$50,000</p>

THIS AGREEMENT is entered into on \_\_\_\_\_, 2021 between the City of Redmond, Washington, hereinafter called "the CITY", and inLife Clinic, LLC, 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.

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

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:

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 following minimum insurance coverages:

A Worker's compensation and employer's liability insurance as required by the State of Washington;

B General public liability and property damage insurance in an amount not less than a combined single limit of two million dollars (\$2,000,000) for bodily injury, including death, and property damage per occurrence.

C Professional liability insurance, if commercially available in CONSULTANT's field of expertise, in the amount of two million dollars (\$2,000,000) or more against claims arising out of work provided for in this agreement.

The amounts listed above 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 CONSULTANT shall submit a certificate of insurance to the CITY evidencing the coverages specified above, together with an additional insured endorsement naming the CITY, within fifteen (15) days of the execution of this agreement. 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 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.

14. Termination. The CITY reserves the right to terminate this agreement at any time upon thirty (30) 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.

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.



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

CONSULTANT:

CITY OF REDMOND:

\_\_\_\_\_  
By: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
Angela Birney, Mayor  
DATED: \_\_\_\_\_

ATTEST/AUTHENTICATED:

\_\_\_\_\_  
City Clerk, City of Redmond

APPROVED AS TO FORM:

\_\_\_\_\_  
Office of the City Attorney

## **Exhibit A – Scope of Work**

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

This consultant will provide oversight of the Fire Department's Peer Support Program, provide on-going educational activities in support of healthy personal and professional relationships, family support, and educate firefighters on how to avoid engaging in dysfunctional coping behaviors that may damage their careers.

The contract mental health professional would provide an average of 4 – 8 hours per week of on-site services which would include:

1. Train, manage and advise personnel assigned by the department as Peer Support Team Members;
2. Provide training, activities, education, and support to Redmond Fire Department employees and their families with the goal of maintaining positive healthy professional and personal relationships;
3. Conduct Critical Incident Stress Management debriefings with personnel involved in responding to traumatic events as public safety personnel.

**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 Arts, or Science Degree in Counseling. 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.

**Exhibit B – Work Schedule**

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

<b>Milestone/Description of Task</b>	<b>Scheduled Completion Date</b>
This work will begin upon the signing of the Consultant Agreement between the CITY and the CONSULTANT and will continue until December 31, 2022.	
Coordinate or conduct quarterly Peer Support Team education/training	Quarterly
Provide quarterly report to command staff regarding summary of wellness training, education, and department activities.	Quarterly
Conduct annual dept-wide wellness training.	Annually

**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 4 – 8 hours per week.

Total cost per year not to exceed \$50,000. 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.

## **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 **inLife Clinic, LLC** (“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.

**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.

**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.

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.

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 IPSA, 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. 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.

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.

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.

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]

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

**Contractor**

**City of Redmond**

\_\_\_\_\_  
\_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Exhibit E – Authorized User Access Agreement**

Name of Individual: Brooke N. Lunquist Name of Contractor: inLife Clinic, LLC

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 inLife Clinic, LLC (“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 \_\_\_\_\_ of any conflict with or violation of the above conditions.

\_\_\_\_\_  
Authorized User Signature

\_\_\_\_\_  
Date

**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 8 (if a General Services Agreement), 9 (if Non-Public Work Consultant Agreement), 7 (if Instructional Services Agreement), 6 (if Social/Community Services Agreement), 9 (if Short Term Facility Agreement), 5 (if Fixed Asset Loan Agreement), 10 (if a Three Party Consultant Agreement) or 8 (if Public Work Consultant Agreement) 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:  
\_\_\_\_\_

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

CONTRACTOR/CONSULTANT

\_\_\_\_\_  
**MAYOR ANGELA BIRNEY**

\_\_\_\_\_  
By: \_\_\_\_\_  
Title: \_\_\_\_\_

ATTEST / AUTHENTICATED:

APPLICANT (IF THREE PARTY  
CONSULTANT AGREEMENT

\_\_\_\_\_  
CITY CLERK, CITY OF REDMOND

\_\_\_\_\_  
By: \_\_\_\_\_  
Title: \_\_\_\_\_

APPROVED AS TO FORM:

OFFICE OF THE CITY ATTORNEY

APPROVED:

\_\_\_\_\_  
RISK MANAGER, CITY OF REDMOND

## **Exhibit G – Business Associate Agreement**

This Business Associate Agreement (“Agreement”) is entered into by and between the **City of Redmond** (“Covered Entity”) and **inLife Clinic, LLC**, (“Contractor”), effective as of the \_\_\_ day of \_\_\_\_\_, 2021 (“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.

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](mailto: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

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

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.

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.<sup>1</sup>

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

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.

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.

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:**

\_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

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

Name: \_\_\_\_\_ Age: \_\_\_\_\_ Date of Birth: \_\_\_\_\_  
 Address: \_\_\_\_\_ Phone: \_\_\_\_\_

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 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 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:</p> <p>inLife Clinic, LLC                  16715 NE 79 ST                  Redmond, WA 98052</p> <p>Signature: _____</p> <p>Print Name: _____</p> <p>Date: _____</p>	<p>City of Redmond</p> <p>_____</p> <p>By: _____</p> <p>Print Name: _____</p> <p>Title: _____</p> <p>Date: _____</p>
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## **Exhibit I – Option for Renewal**

The City reserves the right to renew this contract for two (2) additional one-year renewal terms, for a potential maximum total term of three (3) years, 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.



## REDMOND FIRE DEPARTMENT STANDARD OPERATING GUIDELINES

### **PERSONNEL – 039**

DATE: JUNE 1, 2018  
REVISED: MARCH 8, 2019

### **PEER SUPPORT PROGRAM**

**FIRE CHIEF: TOMMY F. SMITH**

**Purpose:** To establish and maintain a volunteer Peer Support Program (PSP) for both personal and job related support, including Critical Incident Stress Management (CISM), provide procedures for activating Peer Support Team (PST), and provide information for Redmond Fire Department (RFD) personnel regarding how and when to access the PST. To develop a culture where seeking emotional support is encouraged and resiliency is valued.

**Originator:** The Deputy Chief of Operations shall be responsible for the content, revision, and annual review of this instruction.

**Policy:** Redmond Fire Department strives to provide 24-hour access to trained volunteer Peer Support Team Members (PSTM) for all personnel experiencing a personal or professional crisis. This includes CISM services that consist of debriefings, diffusings, and individual support for department personnel. These services may also be rendered to the community when necessary.

- Fire department supervisors and the Peer Support Leadership Team will consider the need for peer support activation after any critical incident for department members and/or the community.
- Fire department personnel are encouraged to seek assistance from members of the PST, CISM-trained Chaplains, the Peer Support Mental Health Professional (MHP), and the Employee Assistance Program (EAP) even while on duty for a personal or professional issue.
- Peer Support Team Members (PSTM) are available to all RFD personnel 24 hours a day.

### **Definitions:**

**Leadership Team** – The Leadership Team shall consist of three PSTM, preferably representing each shift, who shall be selected, based on the application process, by the Medical Services Administrator (MSA), who oversees the Health and Wellness Task Group. The Peer Support Team shall operate under the auspices of the Health and Wellness Task Group. The Leadership Team will be responsible to manage the program and personnel, including but not limited to:

- Providing program development
- Define team call out protocol
- Developing a training schedule and assisting in the program's educational component
- Maintain a database of all PST activities
- Assist in connecting RFD personnel with PSTM's
- Maintain an updated list of the Fire Department PSTM's on "O" drive. O:\PeerSupport\Unsecured Files
- Maintaining the Peer Support designation of "(PS)" on Telestaff reports so that on duty crews can readily identify on duty PSTM's
- Meet with the Fire Chief or the Deputy Chief at least once per year to give report on the PST activities, education, and utilization

Department Chaplains – PST Chaplain(s) must complete initial Individual and Team CISM training and be available to RFD personnel.

Program Mental Health Professional (MHP) – Serves as an on-call advisor to the RFD Peer Support Leadership Team and its members. The Program MHP is responsible for, but not limited to, the following:

- Oversee PSTM training
- Peer Support consultation referral
- Serve as a Critical Incident Stress Debriefing (CISD) facilitator or recommend a MHP trained substitute
- Conducting limited counseling and referral for traumatic stress recovery for RFD members

PST Members – Firefighter or staff employees who agree to volunteer and who have completed an initial PST training class that encompasses both the Individual and Team CISM training components and is accredited by the International Critical Incident Stress Foundation (ICISF). Team members must be appointed by the Fire Chief to be a PSTM. The PSTMs are responsible for:

- **CONFIDENTIALITY:** Peer Counselors RCW 5.60.060(6)
  - (6)(a) A peer support group counselor shall not, without consent of the law enforcement officer or firefighter making the communication, be compelled to testify about any communication made to the counselor by the officer or firefighter while receiving counseling. The counselor must be designated as such by the Sheriff, Police Chief, Fire Chief, or Chief of the Washington State Patrol, prior to the incident that results in counseling. The privilege only applies when the communication was made to the counselor while acting in his or her capacity as a peer support group counselor. The privilege does not apply if the counselor was an initial responding officer or firefighter, a witness, or a party to the incident, which prompted the delivery of peer support group counseling services to the law enforcement officer or firefighter.
  - (6)(b) For purposes of this section, "peer support group counselor" means a:
    - (i) law enforcement officer, firefighter, civilian employee of a law enforcement agency, or civilian employee of a fire department, who has received training to provide emotional and moral support and counseling to an officer or firefighter who needs those services as a result of an incident in which the officer or firefighter was involved while acting in his or her official capacity; or
    - (ii) non-employee counselor who has been designated by the Sheriff, Police Chief, Fire Chief, or Chief of the Washington State Patrol to provide emotional and moral support and counseling to an officer or firefighter who needs those services as a result of an incident in which the officer or firefighter was involved while acting in his or her official capacity.

**If strict confidentiality is not kept by a Peer Support Team Member, he/she will be removed from the team immediately.**

- Being available to respond when needed
- Attending three (3) of the four (4) quarterly training meetings of the PST. Attending less than three (3) training meetings per year may result in dismissal from the team

- Declining to participate in a Peer Support role whenever they are already involved in the critical incident or their objectivity is otherwise compromised to a significant degree by circumstances of the critical incident or in their personal lives
- Listening, assessing, doing regular follow up whenever necessary, referring fire department members to the PS Chaplain, MHP, or EAP. PSTMs should never be used as a replacement for a trained and licensed professional
- Being trained to assist in CISM Defusings, Management Briefings, and Debriefings
- Remaining up-to-date with current PST standards and practices
- PSTM shall monthly provide the Leadership Team with the following information for the database, while carefully maintaining the confidentiality of the people involved:

Support Team Member Name

Date of support

Duration of support contact hours

Action/Follow up: None, Referral, Chaplain, MHP, EAP, Other

PST Database – A database maintained by the Leadership Team. It monitors only the dates and hours, not the client, in order to document the quantity and quality of care provided by the PST while maintaining strict confidentiality.

Critical Incident Stress Debriefings (CISD) – Should include the presence of the Program MHP, or his/her designated Clinician, CISM trained Chaplain and two PSTMs. NOTE: these CISD team members must not be impacted or involved in the critical incident.

Non-Incident Peer Support – RFD personnel are also encouraged to seek assistance from members of the PST, CISM-trained Chaplain, the EAP, or the Program MHP while on or off duty if a personal or professional issue is particularly troubling to them and may impact their work or personal life.

Maintenance of and Reporting Requirements of the PST – The Leadership Team, Chaplain, and the Program MHP will review the information in the database at least once a year. In January, they will forward a report to the Chief of the Department.

Activation of Peer Support Team – The on-duty Battalion Chief or Medical Services Officer may activate or alert the Peer Support Leadership Team for any incident or circumstance that they feel that Peer Support would be beneficial to department employees. Company officers may also contact PST at any time if needed. This may be accomplished either by direct communication in person or by phone, as well as activation of the “Peer Support Leadership Team” in Active911. Upon consultation with a Peer Support Leader, the Leader shall be responsible to alert and deploy PSTM’s, according to their best judgement, to support department members by taking into consideration the time of day, incident dynamics, logistics, and other considerations.

Peer Support Team Application Process

1. PSTMs must be nominated from within the Department during a 21-day nomination period. No self-referrals will be accepted.
2. Each nomination will be reviewed by the Leadership Team and verify that they meet the following requirements:
  - a. Have a minimum of 3 years of fire department experience.
  - b. Be off of probation
  - c. Be in good standing (not currently under discipline or actively engaged in a work-plan)
3. The nominees who meet the requirements will then be invited to apply for the PST.
4. A nominee who chooses to apply will:
  - a. Complete an application questionnaire
  - b. Request a recommendation from their immediate supervisor
  - c. Request a recommendation from a peer
  - d. Sign a letter of confidentiality
5. Once the application paperwork is turned in and reviewed, an interview will be set up with the Leadership Team.
6. The Leadership Team will make the final decision on which applicants will be invited to join the team.
7. Prior to engaging in any individual or team Peer Support activities, the member must complete Individual and Team CISM training offered by the department.
8. The Leadership Team will present membership recommendations to the Chief of the Department for approval.
9. Team membership will be reviewed every 2 years.



Memorandum

Date: 2/15/2022  
Meeting of: Committee of the Whole - Public Safety and Human Services

File No. CM 22-109  
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	Todd Short	Fire Marshal
Fire	Scott Turner	Assistant Fire Marshal
Fire	Rich Gieseke	Assistant Fire Marshal

**TITLE:**  
Amendment to the Willow Run, LLC/Building X Contract for Outside Technical Review

**OVERVIEW STATEMENT:**

**Request** - Approval of an amendment to the existing Three-Party Contract for technical review and inspection of performance-based design elements for a new high-rise building. This amendment authorizes an increase in the maximum payable amount by Willow Run, LLC from \$200,000 to \$300,000. As with the original contract, all fees incurred by the City shall be reimbursed by the permit applicant.

**Rationale** - The need to increase the maximum payable amount is due to unanticipated technical challenges related to the complex nature of the performance-based design. These challenges have resulted in a substantial increase in the expected number of review cycles and, therefore, the number of review hours, meetings and communications conducted by Aegis Engineering. If the maximum payable amount is met prior to completion of the project, significant negative impacts on the completion date of the project and the issuance of the Certificate of Occupancy would likely result.

**Background** - Willow Run, LLC is currently in the building permit phase for a new high-rise building located in the 10300 block of Willows Road known as Building X. As part of the building design, a multi-story atrium with a performance-based smoke control system has been proposed. These design elements are not covered by prescriptive code and can only be approved in a performance-based design and review process as authorized in 2015 IFC 104.7.2. This process requires specialized engineering, fire modeling and smoke control evaluation to ascertain that the proposed alternate methods and materials are at least equivalent to the protection provided in prescriptive code. Once the design is approved, Aegis is responsible for on-site inspection and testing of the installation. Under this contract, Aegis Engineering submits invoices to the City. The City verifies the services rendered, pays Aegis Engineering and then invoices Willow Run, LLC for the same amount.

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

**REQUESTED ACTION:**

- Receive Information       Provide Direction       Approve

**REQUEST RATIONALE:**

- **Relevant Plans/Policies:**  
2015 International Fire Code allows alternate methods and materials to provide equivalency to prescriptive code.
- **Required:**  
N/A
- **Council Request:**  
N/A
- **Other Key Facts:**  
N/A

**OUTCOMES:**

Due to the complexity of the applicant's request, hiring an outside engineer is necessary to support the Fire and Building Officials' determination that the proposal is at least equivalent to the prescribed code in the areas of quality, strength, effectiveness, fire resistance, durability and safety.

- 1) Timely review of applicant plans by utilizing a competent fire protection engineering firm.
- 2) Accurate.
- 3) Timely approval of building permits by consulting with a qualified fire protection engineer on performance-based design.
- 4) Increase efficiency at time of inspection by utilizing the technical expertise of a fire protection engineer.

**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:**  
\$300,000 fully reimbursed by the applicant, Willow Run, LLC.

**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):**

All expenditures by the City of Redmond shall be reimbursed by the applicant per the attached contract.

**Budget/Funding Constraints:**

None.

Additional budget details attached

**COUNCIL REVIEW:**

**Previous Contact(s)**

Date	Meeting	Requested Action
11/17/2020	Committee of the Whole - Public Safety and Human Services	Receive Information
11/24/2020	Committee of the Whole - Finance, Administration, and Communications	Provide Direction
12/1/2020	Business Meeting	Approve

**Proposed Upcoming Contact(s)**

Date	Meeting	Requested Action
3/1/2022	Business Meeting	Approve

**Time Constraints:**

Willow Run, LLC has submitted the building permit for this project. However, the permit cannot be approved until the technical review of these alternate methods and materials has been evaluated and deemed satisfactory for code equivalency.

**ANTICIPATED RESULT IF NOT APPROVED:**

If this contract is not approved there could be delays to the project during the special inspection phase of the project. This could affect the timing of the Certificate of Occupancy. If the amendment is not approved, one of the following options can be selected and implemented:

- 1) The project will be allowed to continue until the maximum payable amount is reached and the third-party reviewer's services are no longer retained. Staff would then be required to complete the special inspection process.
- 2) The applicant and the City selected engineering firm can contract directly for the remaining services without involving the City.



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**Date:** 2/15/2022

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

**File No.** CM 22-109

**Type:** Committee Memo

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**ATTACHMENTS:**

Attachment A - Bldg. X Three Party Agreement (Contract #9559)

Attachment B - Bldg. X Contract Amendment (9559-1)



# City Contract Routing Form

City Contract #: 9559

### Section 1 – Attach Contract Documents



(multiple files can be uploaded)

Is an insurance certificate attached?

Yes

No/Not applicable

Comments: Insurance Addendum referenced in Exhibit D

### Section 2 – Fill Out Contract Details

Date: 12/04/2020 Department: Fire Division: Admin Mail Stop: FDADM

Project Administrator Name: Dawn DeLoach Extension: 2244

Project Manager Name (if different than above): Rich Gieseke Extension: 2204

Contract Type: Consulting Services If other, please indicate: \_\_\_\_\_

Contract Title: Building X Professional Fire Engineering Services

Contractor/Consultant Business Name: AEGIS Engineering

Contract Description: Performance based design review and technical assistance

Project ID #: \_\_\_\_\_ Budget/Account #: TBD

Council Approval Date: 12/01/2020 Council Agenda Memo #: 20-160 RFP/IFB/RFQ #: \_\_\_\_\_ NIGP #: \_\_\_\_\_

New Contract

Total Amount: \$200,000.00

Start Date: Upon execution End Date: 12/31/2023

Renewal Option (Y/N): N If yes, how many? N/A

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): \_\_\_\_\_

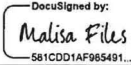
New/Cumulative Contract Amount: \_\_\_\_\_

### Section 3 – Route Contract for Signatures and Approvals

Department Director:  DocuSigned by: Todd Short Date: 12/10/2020 Comments: \_\_\_\_\_

TIS Director: \_\_\_\_\_ Date: \_\_\_\_\_ Comments: \_\_\_\_\_

City Attorney:  DocuSigned by: Jim Haney Date: 12/10/2020 Comments: \_\_\_\_\_

Risk Manager:  DocuSigned by: Malisa Files Date: 12/10/2020 Comments: \_\_\_\_\_

Mayor or Designee:  DocuSigned by: Malisa Files (Mayor Designee) Date: 12/10/2020 Comments: \_\_\_\_\_

City Clerk's Office:  DocuSigned by: Cheryl Xanthos Date: 12/10/2020 Comments: Electronic Original - in Hummingbird

Purchasing: no signature required – for copy only

## Three Party Consultant Agreement Non-Public Work

<p><b>PROJECT TITLE &amp; IDENTIFICATION NUMBER (if # is known)</b></p> <p>Building X - Professional Fire Engineering Services - Performance Based Design Review and Technical Assistance</p> <p>10301 Willows Road, Redmond, WA 98052</p>	<p><b>WORK DESCRIPTION (reference &amp; list all attached exhibits)</b></p> <p>Consulting Services Agreement Exhibit A, Scope of Work Exhibit B, Work Schedule Exhibit C, Payment Schedule Exhibit D, Insurance Addendum Exhibit E, Building X Atrium Smoke Control Modeling Parameters Exhibit F, Building X Structural Fire Engineering Parameters Report</p>
<p><b>CONSULTANT</b></p> <p>AEGIS Engineering</p> <p>Mukilteo, Washington 13024 Beverly Park Road, Suite 202 Mukilteo, WA 98275</p>	<p><b>CITY PROJECT ADMINISTRATOR (Name, address, phone #)</b></p> <p>City of Redmond</p> <p>15670 NE 85th Street Redmond, WA PO Box 9710 Redmond, WA 98073-9710</p>
<p><b>CONSULTANT CONTACT (Name, address, phone #)</b></p> <p>Brian Thompson AEGIS Engineering 13024 Beverly Park Road, Suite 202 Mukilteo, WA 98275 (425)745-4700 X105 <a href="mailto:BrianT@AEGISengineering.com">BrianT@AEGISengineering.com</a></p>	<p><b>BUDGET OR FUNDING SOURCE</b></p> <p>Applicant reimbursed technical review</p> <p>Account number to be determined</p>
<p><b>FEDERAL ID #</b></p> <p>Federal ID# 20-4435033</p>	<p><b>MAXIMUM AMOUNT PAYABLE, IF ANY</b></p> <p>\$200,000</p>
<p><b>SUPPLIER/CONTRACTOR'S REDMOND BUSINESS LICENSE ID #</b></p> <p>Redmond Business License ID # RED06-000113</p>	<p><b>COMPLETION DATE</b></p> <p>December 31, 2023</p>
<p><b>APPLICANT NAME</b></p> <p>Willow Run, LLC 251 Little Falls Drive Wilmington, DE 19808</p>	<p><b>APPLICANT CONTACT (Name, address &amp; phone #)</b></p> <p>Rory O'Brien Senior Project Manager, Facebook Redmond, WA 650.313.4821 <a href="mailto:roryob@fb.com">roryob@fb.com</a></p>

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Work City of Redmond, standard form

THIS AGREEMENT is entered into on December 10, 20<sup>20</sup> between the City of Redmond, Washington, hereinafter called "the CITY", and the above-referenced person, firm or organization, hereinafter called "the CONSULTANT", and the above-referenced person, firm or organization, hereinafter called "the APPLICANT", referenced individually as "Party" and collectively as "Parties".

WHEREAS, the APPLICANT has applied to the CITY for certain development approvals in connection with the above-referenced project, and

WHEREAS, the CITY does not have sufficient staff or expertise to conduct certain technical portions of the project review and therefore deems it advisable and desirable to engage the assistance of a CONSULTANT to provide the necessary services for the project review; 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 APPLICANT, 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 CITY and CONSULTANT.
3. **Payment to CONSULTANT.** The CONSULTANT shall be paid for satisfactorily completed work and services satisfactorily rendered under this agreement at the rates 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. When work is performed or services rendered, the CONSULTANT shall submit invoices to the CITY (with a copy to the APPLICANT) at least,

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Work City of Redmond, standard form

and 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 undisputed amounts of an invoice within 30 days of its submittal, and the CITY shall give notice with justification to the CONSULTANT for any invoice amount that is in dispute.

4. **Payment by APPLICANT.** The CITY shall be reimbursed by the APPLICANT for all invoices received from the CONSULTANT for satisfactorily completed work and services satisfactorily rendered under this agreement at the rates provided in Exhibit C. Such payment by the APPLICANT shall be full compensation for the work performed or services rendered for all labor, materials, supplies, equipment and incidentals necessary to complete the work specified in the Scope of Work attached. The invoices submitted to the APPLICANT 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. When work is performed or services rendered, the CITY shall submit invoices to the APPLICANT at least, and no more frequently than, once per month. The APPLICANT shall pay all such invoices within 30 days of submittal, unless the APPLICANT gives notice to the CITY that the invoice is in dispute. The APPLICANT shall give notice with justification to the CITY within 15 days of receipt of the copy of the invoice from the CONSULTANT if any amount of the invoice is in dispute. If the CITY receives notice that APPLICANT disputes an invoice, the parties will seek to resolve the dispute rapidly and in good faith, before exercising rights under Section 15. APPLICANT shall not be responsible for the disputed amounts until the dispute is resolved. Unless otherwise agreed in writing by the APPLICANT, in no event will the APPLICANT pay the CITY more than one hundred thousand dollars (\$100,000). Notwithstanding anything to the contrary in this Agreement, APPLICANT's sole responsibility in this agreement is to reimburse the CITY consistent with this Section 4.

5. **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 6.

6. **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.

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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 14. 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.

7. **Ownership of Work Product.** Any and all documents, drawings, reports, and other work product produced by the CONSULTANT under this agreement shall become the property of the CITY upon payment of the CONSULTANT'S fees and charges therefore. The CITY shall have the complete right to use and re-use such work product in any manner deemed appropriate by the CITY, provided, that use on any project other than that for which the work product is prepared shall be at the CITY'S risk unless such use is agreed to by the CONSULTANT. APPLICANT shall receive a copy of all work product prepared under this agreement.

8. **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.

9. **Indemnity.** The CONSULTANT agrees to hold harmless and indemnify the CITY, its officers, agents and employees, from and against any and all claims, losses, or liability, including reasonable attorney's fees and costs expended by the City in defense thereof 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 misconduct or sole negligence of the CITY, its officers, agents or employees, or of the APPLICANT, 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

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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.

10. **Insurance**. The CONSULTANT shall provide the following minimum insurance coverages:

a. Worker's compensation and employer's liability insurance as required by the State of Washington;

b. General public liability and property damage insurance in an amount not less than a combined single limit of two million dollars (\$2,000,000) for bodily injury, including death, and property damage per occurrence.

c. Professional liability insurance, if commercially available in CONSULTANT's field of expertise, in the amount of one million dollars (\$1,000,000) each occurrence or two million dollars (\$2,000,000) in the aggregate against claims arising out of work provided for in this agreement.

The amounts listed above 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 CONSULTANT shall submit a certificate of insurance to the CITY evidencing the coverages specified above, together with an additional insured endorsement naming the CITY, within fifteen (15) days of the execution of this agreement. 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 respect to the CONSULTANT's insurance. The certificates of insurance shall cover the work specified in or performed under this agreement. No cancellation of the foregoing policies shall be effective without thirty (30) days prior written notice to the CITY.

11. **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.

12. **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

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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.

13. **Notices.** All notices required to be given by any party to another 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.

14. **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.

15. **Disputes.** Any dispute concerning questions of fact in connection with the work not disposed of by agreement between the CONSULTANT, the APPLICANT and the CITY shall be referred for resolution to a mutually acceptable mediator, provided that the parties first attempt to resolve the dispute through good faith negotiations and the reasonable exchange of relevant information. If the dispute is between two parties, the parties shall each be responsible for one-half of the mediator's fees and costs unless or until the mediation warrants a different proportional responsibility. If the dispute is between all three parties, each party shall be responsible for one-third (1/3) of the mediator's fees and costs unless or until the mediation warrants a different proportional responsibility.

16. **Termination.** 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, after receiving the written approval of the APPLICANT, 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. Prior to terminating this agreement, the CITY will meet and confer with the APPLICANT, and the agreement shall not be terminated without the written consent of the APPLICANT, which shall not be unreasonably withheld, conditioned, or delayed.

17. **Non-Discrimination.** The CONTRACTOR agrees not to discriminate against any customer, employee or applicant for employment, subcontractor, supplier or materialman,



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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 CONTRACTOR understands that if it violates this provision, this Agreement may be terminated by the CITY and that the CONTRACTOR may be barred from performing any services for the CITY now or in the future.

18. **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 subconsultants approved by the CITY at the outset of this agreement are named on Exhibit D attached hereto and incorporated herein by this reference as if set forth in full.

19. **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.

20. **Litigation.** In the event that any 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 and APPLICANT hereby consents to the personal jurisdiction of the Superior Court of the State of Washington, in and for King County. The prevailing party/parties in any such litigation shall be entitled to recover their costs, including reasonable attorney's fees, in addition to any other award.

21. **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.

22. **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.

23. **Entire Agreement.** This agreement represents the entire integrated agreement between the CITY, the APPLICANT 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 all parties hereto.

Page 8 - Three Party Consultant Agreement, Non-Public  
Work City of Redmond, standard form

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

<b>CONSULTANT</b> <small>DocuSigned by:</small> Signed: <u>Brian Thompson</u> <small>82AD27A84E8F442...</small> By: <u>Brian Thompson</u> Its: <u>for AEGIS Engineering; Principal</u>	<b>CITY OF REDMOND</b> <small>DocuSigned by:</small> Signed: <u>Malisa Files (Mayor Designee)</u> <small>5D8FC672714C4E4...</small> By: <u>Angela Birney</u> Its: <u>Mayor</u>
<b>APPLICANT</b> <small>DocuSigned by:</small> Signed: <u>Rory O'Brien</u> <small>22046946D1C8402...</small> By: <u>Rory O'Brien</u> Its: <u>Senior Project Manager</u>	<b>APPROVED AS TO FORM:</b> <small>DocuSigned by:</small> Signed: <u>Jim Haney</u> <small>85394CE908994B5...</small> By: <u>Jim Haney</u> Its: <u>City Attorney</u>

**EXHIBIT A**  
**SCOPE OF WORK**

Building X – Performance Based Design

Alternate methods and material engineering review

The Consultant shall perform all services and provide all goods as described below:

Consultant will provide technical assistance to the Redmond Building and Fire departments in the evaluation of an alternate methods and materials proposal for unprotected structural steel and performance-based design of high-rise and atrium smoke control systems with Building X. The technical assistance will consist of the following:

1. Participate in a kick-off meeting with project team and/or City of Redmond and review meeting minutes provided by others. It is anticipated that this meeting would occur remotely via common virtual platform and/or telephone conference.
2. Review the performance methodology and criteria such as presented in the Smoke Control Parameters Memo dated March 2, 2020 addressing both exhaust of the atrium and pressurization of high-rise shafts. Evaluate and report on the acceptability of such criteria based on generally accepted and well-established principles of fire engineering relevant to the design.
3. Review submittal of revisions to the report in Item 2 and provide a written response; up two (2) such submittals are included for budgeting purposes.
4. Review the performance methodology and criteria with regard to design fires and CFD analysis, such as presented in the Structural Fire Engineering Parameters Report dated November 19, 2019. Evaluate and report on the acceptability of such criteria based on generally accepted and well-established principles of fire engineering relevant to the design.
5. Review submittal of revisions to the report in Item 4 and provide a written response; up two (2) such submittals are included for budgeting purposes.
6. Review submittal of smoke control performance-based design and analysis addressing both atrium exhaust and high-rise shaft pressurization. Evaluate and report on findings relative to the approved methodology and criteria, and generally accepted and well-established principles of fire engineering relevant to the design. Review and comment on up to three (3) submittals is included for budgeting purposes.
7. Review submittal of smoke control special inspection and test requirements for the building. Evaluate and report on findings relative to building smoke control system equipment and functionality. Review and comment on up to three (3) submittals is included for budgeting purposes.

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Work City of Redmond, standard form

8. Review submittal of design fire scenarios and fire modeling analysis associated with identifying the temperature at the surface of building structural elements. Evaluate and report on findings relative to the approved methodology and criteria, and generally accepted and well-established principles of fire engineering relevant to the design. Review and comment on up to three (3) submittals is included for budgeting purposes.
9. Participate in up to six (6) periodic meetings with City of Redmond and/or project team and review meeting minutes provided by others. It is anticipated that these meetings would occur remotely via common virtual platform and/or telephone conference.
10. Provide up to eight (8) hours of general consulting time, including telephone or e-mail communications associated with any questions, clarifications, and/or coordination with other reviewers pertaining to project design submittals.
11. Upon request, participate in site visits to observe constructed conditions with regard to project elements reviewed in Items 6, 7, and/or 8 above. Up to three (3) site visits are included for budgeting purposes. Provide written report of items inspected and non-conforming features observed by AEGIS Engineering following each site visit.
12. Witness smoke control system commissioning, including acceptance testing and performance measurements demonstrated by others. Provide written report of items inspected and non-conforming features observed by AEGIS Engineering following each site visit. Participation in up to three (3) total site visits of testing is included for budgeting purposes.
13. Perform one (1) review of final report on smoke control testing prepared by special inspector or special inspection agency. Provide a written response presenting the findings of our review.
14. Provide up to eight (8) hours of general consulting time, including telephone or e-mail communications regarding construction period services such as to discuss expectations, observations, findings, or impressions.

Consultant shall provide the following:

- A. Written letter consistent with the indicated purpose for each instance in Items 1 thru 13 above, excluding Items 1, 9, and 10, where “report”, “written response”, or “comment” is identified.
- B. Written letter(s) upon request with Items 10 or 14 above regarding adjustments to, or modification of, approved conditions.

**EXHIBIT B**  
**WORK SCHEDULE**

The contractor/consultant shall complete project milestones as identified below:

Milestone	Schedule
Kick-off meeting	Attend at mutually agreeable day and time, anticipated to occur within two (2) weeks following receipt of fully- executed contract.
Review of submitted materials.	Provide written deliverable within 3 weeks of receipt of a submittal and direction from the City to review the same, whichever is later.
Periodic meetings.	Participate in meetings when provided with advance notification, subject to Consultant availability. Review meeting minutes within one (1) week following receipt.
Site visit.	Attend site visit when provided with advance notification, subject to Consultant availability.  Provide written summary within two (2) business days following site visit.
Review of certain limited supplemental, partial, additional or modified individual parameters, if needed	Respond to preliminary or select revisions involving certain individual parameters within one (1) week of receipt of informal correspondence.
Acceptance Test	Witness system commissioning, acceptance testing and meeting performance measures by others with written report on items inspected and non-conforming features.
Final Report	Review final report on the smoke control testing by the special inspector with a written response of findings.

**EXHIBIT C**  
**PAYMENT SCHEDULE**

For the goods and services identified in the Scope of Work, the City shall pay Contractor/Consultant:

Position	Standard Work	Expedited Work
Fire Protection Engineer	\$275 per hour	\$400 per hour
Fire Protection Associate II	\$215 per hour	\$315 per hour
Fire Protection Associate I	\$175 per hour	\$255 per hour
Fire Protection Technician	\$115 per hour	\$170 per hour
Administrative	\$90 per hour	\$130 per hour

**EXHIBIT D  
Insurance Addendum**

**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 Agreement, \_\_\_\_\_ 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 8 (if a General Services Agreement), 9 (if Non-Public Work Consultant Agreement), 7 (if Instructional Services Agreement), 6 (if Social/Community Services Agreement, 9 (if Short Term Facility Agreement), exhibit 5 (if Fixed Asset Loan Agreement), 10 (if a Three Party Consultant Agreement) or 8 (if Public Work Consultant Agreement) 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:

Professional liability insurance, if commercially available in CONSULTANT'S field of expertise, in the amount of \$1,000,000 each claim, \$2,000,000 in aggregate, or more for work provided outside this agreement.

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: 12/7/2020, \_\_\_\_\_

CONTRACTOR/CONSULTANT

DocuSigned by:  
*Brian Thompson*  
By: Brian Thompson  
Title: Principal

CITY OF REDMOND

DocuSigned by:  
*Malisa Files (Mayor Designee)*  
3D9FC672714C4E4...  
MAYOR ANGELA BIRNEY

ATTEST/AUTHENTICATED:

DocuSigned by:  
*Cheryl Xanthos*  
E723E569616E4E1...  
CITY CLERK, CITY OF REDMOND

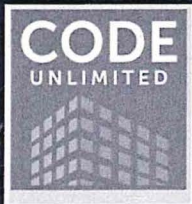
APPROVED AS TO FORM:

DocuSigned by:  
*Jim Haney*  
8539ACF968994B5...  
OFFICE OF THE CITY ATTORNEY

APPROVED:

DocuSigned by:  
*Malisa Files*  
381CDD1AF865491...  
RISK MANAGER, CITY OF REDMOND





**Experienced.  
Innovative.  
Trusted.**

# Building X – Atrium Smoke Control

## Smoke Control Parameters Memo

Client Name: Gehry Partners

Client Address: 12541 Beatrice St, Los Angeles, CA 90066

Date: 3/2/2020

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# 1 OVERVIEW

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## 1.1 Executive Summary

Building X is proposed as a new high-rise building of Type I-B construction. The proposed building is five stories, consisting of three stories of commercial office space over a tiered parking structure. The office area includes a series of vertical openings such that all three office levels are atmospherically connected. The office area is also atmospherically connected to an open stairway in the lobby that extends vertically to the basement parking tier (Tier 0). The vertical openings will be classified and protected as an atrium meeting the requirements of 2018 IBC §404.

Per §404.5, the three-story atrium will be protected by a smoke control system. The smoke control system will include active elements (mechanical exhaust) as well as passive elements (draft curtains with smoke reservoir containment) to maintain tenability in the means of egress.

Code Unlimited has been requested to develop the capacity of mechanical exhaust required for the smoke control system and shaft pressurization systems to meet prescriptive code requirements for performance-based design, and to provide a rational analysis of the smoke control system for the atrium. The rational analysis will discuss the performance of the smoke control system in maintaining tenability for egress of all occupants and will address the criteria outlined in 2018 IBC §909.4.

The initial step in the smoke and egress analysis is to determine the worst-case design fire locations and software input parameters. This document outlines the following parameters that will be used to evaluate the performance of the smoke control system:

- Design Fires
- Pass/Fail Criteria
- Fire Simulation Input Parameters
- Egress Analysis
- Shaft Pressurization Analysis

## 1.2 Applicable Codes and Standards

- 2018 International Building Code (IBC) with Washington Amendments (Adopted July 1<sup>st</sup>, 2020)
- 2018 International Fire Code (IFC) with Washington Amendments (Adopted July 1<sup>st</sup>, 2020)
- 2015 NFPA 92 – Standard for Smoke Control Systems
- 2016 NFPA 13 – Standard for the Installation of Sprinkler Systems
- 2012 Handbook of Smoke Control Engineering
- 2009 ASHRAE Handbook of Fundamentals
- 2008 NFPA Fire Protection Handbook, 20<sup>th</sup> Edition
- SFPE Handbook 3<sup>rd</sup>, 4<sup>th</sup>, and 5<sup>th</sup> Editions

### 1.3 Building Overview

Building X is a new corporate office building designed by Gehry Partners for Facebook, located in Redmond, Washington, and under the jurisdictional review of the City of Redmond. The building includes open office areas, conference rooms, technology laboratories, a cafeteria, and occupied roof terrace. One of the primary architectural design goals is to create an open and collaborative office plan. This is fostered by atmospheric connection of all office levels, beginning at the main lobby entrance.

As permitted by §404.6 Exception 3, all portions of the office levels will be exposed to the atrium on all three floors. All such spaces will be accounted for in the design of the smoke control system, as detailed in this report. The vertical openings that make up the atrium space in this building are illustrated in Figures 1-6.

The building will be sprinklered throughout and provided with an emergency voice/alarm communication system. To meet requirements for smokeproof enclosures, three interior exit stairways and two elevator shafts will be protected by pressurization. Emergency systems will be provided in accordance with the high-rise provisions outlined in §403.4, including a Fire Command Center off the Main Entrance Lobby.

The ceiling height on the office levels is significantly higher than the 7-foot 6-inch minimum required in accordance with §1003.2. The height above finished floor to the bottom of the exposed deck above is approximately as follows:

- Office Level 01 – 20'-1"
- Office Level 02 – 13'-4" - 15'-4"
- Office Level 03 – 15'-4"

### 1.4 Key Approach & Methodology

The vertical openings on the office floors are open to adjacent spaces and are not separated by fire-resistance-rated construction. Therefore, per §404.6 Exception 3, the design of the smoke control system in the atrium must account for the entirety of the office floors. The main lobby extends from the Tier 0 through the Level 3 Office and will be incorporated in the overall office atrium space and the performance-based engineering design. The lobby is separated from the parking garage on all tiers with fire-resistance-rated construction.

Due to the size of the floorplate and location of the vertical openings, the design of the smoke control system will include both active and passive elements:

- **Active Protection Zone: Mechanical Exhaust and Supply Fans**

The portion of the atrium with vertical openings between office levels will be provided with exhaust fans in the clerestory and supply fans throughout the office spaces on each floor. These supply fans will activate upon the detection of smoke. The currently proposed exhaust system consists of four (4) dedicated fans with a total available capacity of 135,000 CFM. The required exhaust capacity of these fans will be refined as the modeling exercise provides feedback. The supply system will utilize the Dedicated Outdoor Air System (DOAS) fans which will provide approximately 98,000 CFM of supply air. Natural ventilation will be included if required as the modeling develops. Table 1 below outlines the volume of air supplied and exhausted for each office level. This system will direct smoke upwards through

## Building X – Atrium Smoke Control Parameters Memo

the vertical openings towards the roof and exhaust the smoke to the building exterior. This system will only operate upon detection of smoke within the vertical opening space, either by activation of a spot detector or beam detector. Beam detectors will be located in evenly spaced locations in the clerestory of the vertical opening and spot detectors will be located throughout the atrium space.

**Table 1: Supply and Exhaust Air Volumes per Floor**

Building Level	DOAS Air Supplied (CFM)	Natural Ventilation Supplied (CFM)	% of Total Supply Volume	Available Exhaust Capacity (CFM)
Clerestory	-			135,000
Office Level 3	19,600	TBD	20%	-
Office Level 2	29,400	TBD	30%	-
Office Level 1	49,000	TBD	50%	-

- **Passive Protection Zone: Draft Curtains**

The spaces adjacent to portion of the atrium with vertical openings will be protected by smoke reservoirs bounded by draft curtains that are constructed to resist the passage of smoke. As a baseline assumption, the draft curtains will be dimensioned to extend 6'-0" from the exposed deck above, and reduced if determined to be feasible through modeling. The atrium space contained within the draft curtains is illustrated in Figures 4-6. The primary function of this system is to provide compartmentalization between the office spaces and the atrium space. The draft curtains will utilize the natural buoyancy of the smoke to contain smoke and prevent migration between floors or adjacent spaces. The passive system will also utilize the large ceiling heights in the proposed design to create reservoirs for the smoke to collect above the 6-foot smoke layer interface required for egress, described further in Section 2. The atrium exhaust and supply fans will not operate upon detection of smoke in the office spaces adjacent to the atrium space. This is to prevent the spread of smoke into the atrium space which could adversely affect the egress of occupants throughout the building.

As part of the rational analysis, three computer simulations will be performed:

- **Fire Model: PyroSim**

PyroSim was developed by Thunderhead Engineering Consultants, Inc., and utilizes Fire Dynamic Simulator (FDS) software from the National Institute of Standards and Technology (NIST) to model smoke generation, fire development, and air movement. See Section 3 for further discussion regarding the fire model.

- **Egress Model: Pathfinder**

Pathfinder was developed by Thunderhead Engineering Consultants, Inc., and is an agent-based human movement simulator that accounts for occupant walking speed and path of travel to model egress behavior. See Section 4 for further discussion regarding the egress model.

- **Shaft Pressurization Model: CONTAM**

CONTAM was developed by NIST and calculates building airflow rates and relative pressures between zones of a building. This software will be used to model the shaft pressurization systems. See Section 5 for further discussion regarding the egress model.

## Building X – Atrium Smoke Control Parameters Memo

By analyzing the results from the smoke, egress, and pressurization models in combination, the simulations will demonstrate compliance for all integrated smoke control systems in alignment with the testing provisions of §901.6.2. The egress model will also be used to demonstrate that the proposed maximum travel distance, which exceeds the 200 feet allowed in atriums, but is within the 300 feet allowed for Group B occupancies, maintains occupant safety.

## 2 TENABILITY PASS/FAIL CRITERIA

---

Per IBC §909.8.1, a smoke control system must maintain a horizontal smoke layer interface at least 6 feet above any walking surface that forms a portion of a required egress system within the smoke zone. As part of the rational analysis, the following pass/fail criteria will be analyzed at 6 feet above the finished floor:

- Visibility of illuminated exit signs within a minimum of 30 feet (9 meters), based on an office building with occupants that are unfamiliar with the space (2012 Handbook of Smoke Control Engineering, p. 186)
- Temperatures must not exceed 160°F for a period greater than 4 minutes (2012 Handbook of Smoke Control Engineering, p. 174, Figure 6.1)
- Exposure to carbon monoxide must not exceed 1200 ppm for the duration of system operation (SFPE Handbook 5<sup>th</sup> Edition, p. 2219)

## 3 DESIGN FIRES

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### 3.1 Proposed Design Fires

The analysis of the proposed design will be based on multiple design fires in accordance with §909.9. Based on a review of the Design Development progress drawings provided by Gehry Partners dated 11/22/2019, multiple design fires were evaluated as part of an initial analysis to determine the fires that would present the greatest hazard to building occupants. The analysis included several factors including fire location, fuel array, sprinkler control, smoke detection, location of vertical openings, and location of draft curtains. Six design fires were developed as potential worst-case scenarios that will be modeled to evaluate the smoke control system.

In all simulations, smoke detection and sprinkler activation times will be verified by FDS simulation results. Spot smoke detectors will be utilized at the ceilings for initial analysis. Beam detectors may be utilized if preliminary FDS results show that the detection time must decrease for the model to achieve the pass criteria described in Pass/Fail Criteria. The model will also incorporate the effects of sprinkler activation and control of the fuel array but will not assume extinguishment by the automatic fire sprinkler system. See Appendix B for full description.

The design fires selected for modeling are described below. General model parameters that apply to the building environment in all scenarios are described in Appendix A. See Appendix B, C, and D for detailed simulation input parameters for each fuel package and further description of growth rate and sprinkler control.

### Design Fire #01

**Fuel Package:** Sofa (Appendix B), Chairs (Appendix C)  
**Location:** Lobby on Tier 01  
**Zone:** Combination Passive/Active Protection Zone  
**Floor to Deck:** 27'-5" – 80'- 4"

The primary hazards for this design fire are the fuel packages (high smoke yield and rapid increase of HRR) and floor to ceiling height (potentially longer time until detection and less effective sprinkler coverage).

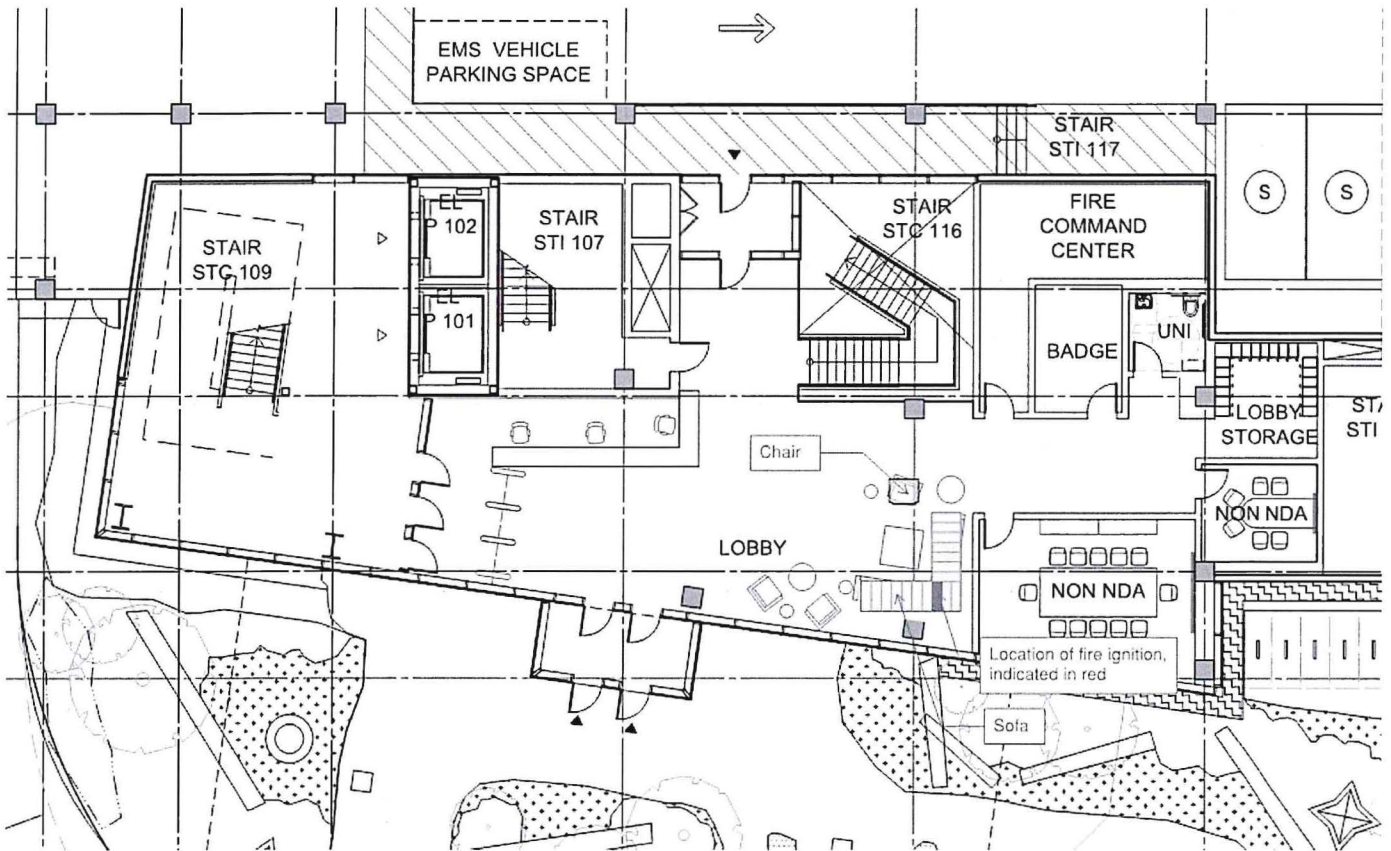
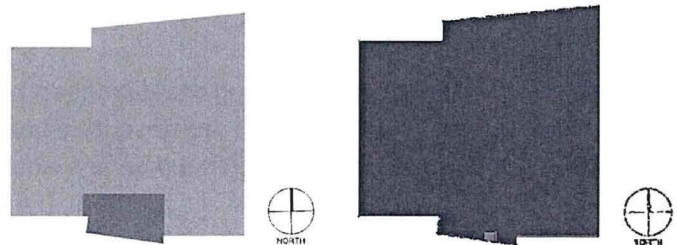


Figure 1. Fire in the lobby on Tier 01, including ignition of one sofa and additional combustible loading of one chair.



## Design Fire #02

**Fuel Package:** Sofa (Appendix B), Chairs (Appendix C)  
**Location:** Office Level 01  
**Zone:** Active Protection Zone  
**Floor to Deck:** 52'-4"

The primary hazards for this design fire are the potential location of combustible upholstered furniture (high smoke yield and rapid increase of HRR) within the vertical opening. Due to the floor to ceiling height within the vertical opening, the smoke has a potential to migrate between floors (potentially longer time until detection and less effective sprinkler coverage).

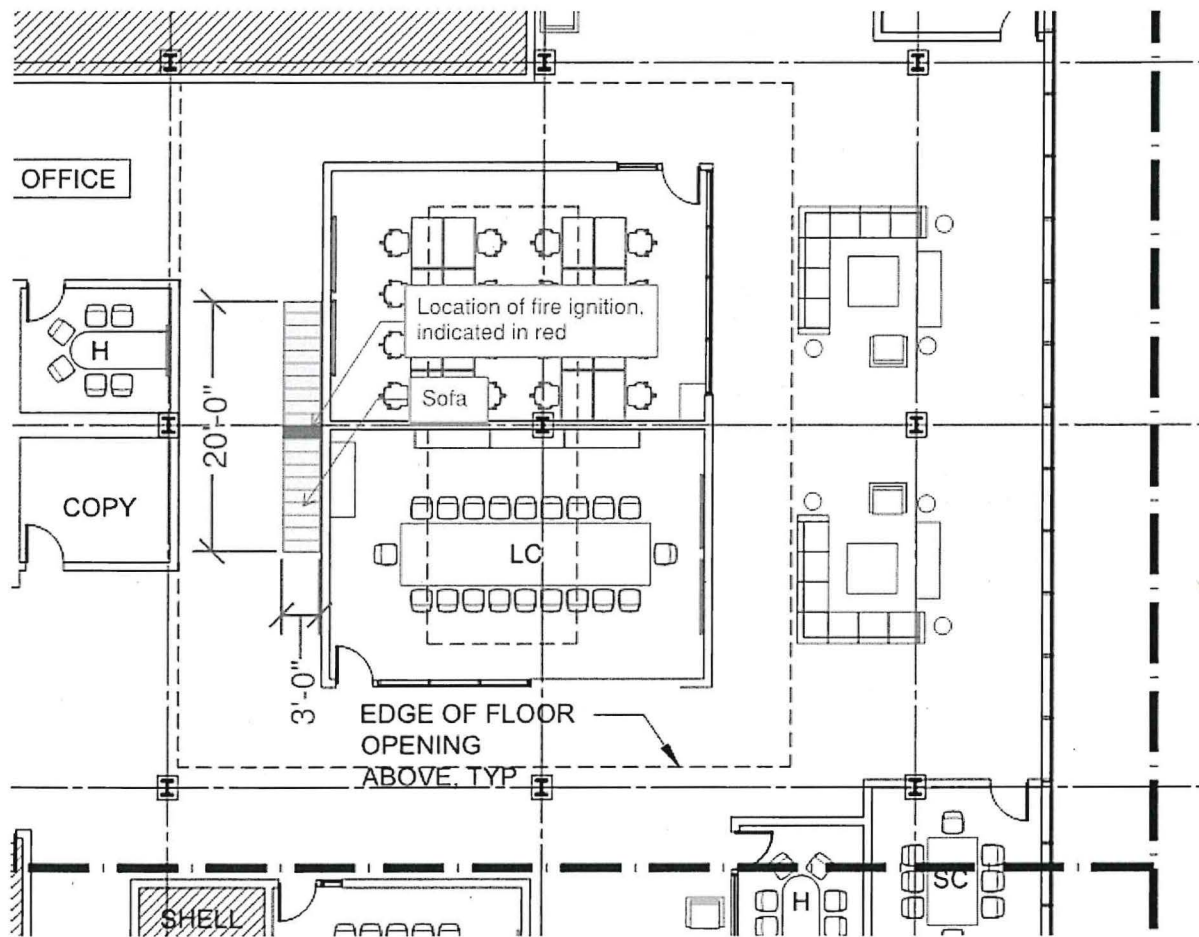
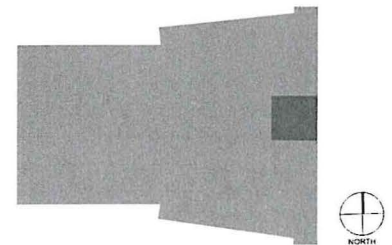


Figure 2. Fire in a lounge area on Office Level 01, including ignition of one large sofa. (NTS)

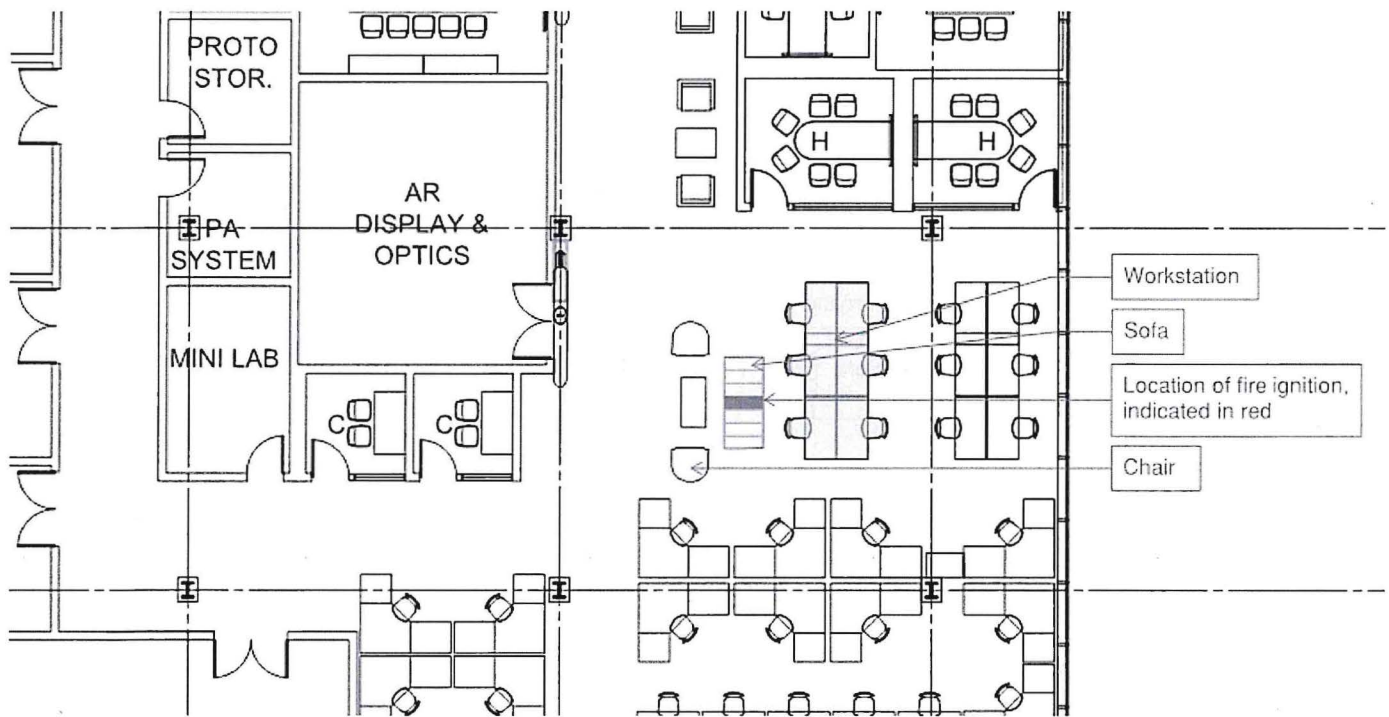




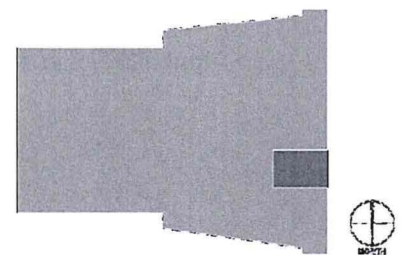
### Design Fire #03

**Fuel Package:** Sofa (Appendix B), Chairs (Appendix C), Workstation (Appendix D)  
**Location:** Office Level 01  
**Zone:** Passive Protection Zone  
**Floor to Deck:** 20'-1"

The primary hazards for this design fire are the primary fuel package (high smoke yield and rapid increase of HRR) and potential proximity of various fuel packages. The draft curtains must be designed to maintain tenable conditions in this scenario.



**Figure 3.** Fire in an open office area on Office Level 01, including ignition of one sofa and additional combustible loading of one chair and one workstation. (NTS)



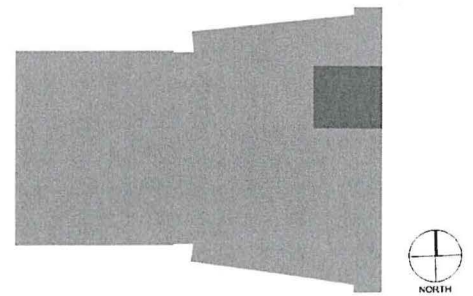
### Design Fire #04

**Fuel Package:** Workstation (Appendix D)  
**Location:** Office Level 02  
**Zone:** Passive Protection Zone  
**Floor to Deck:** 13'-4"

The primary hazards for this design fire are the fuel package (sustained HRR in a shielded fire) and lower ceiling height in the smallest volume of open office area. The draft curtains must be designed to maintain tenable conditions in this scenario.



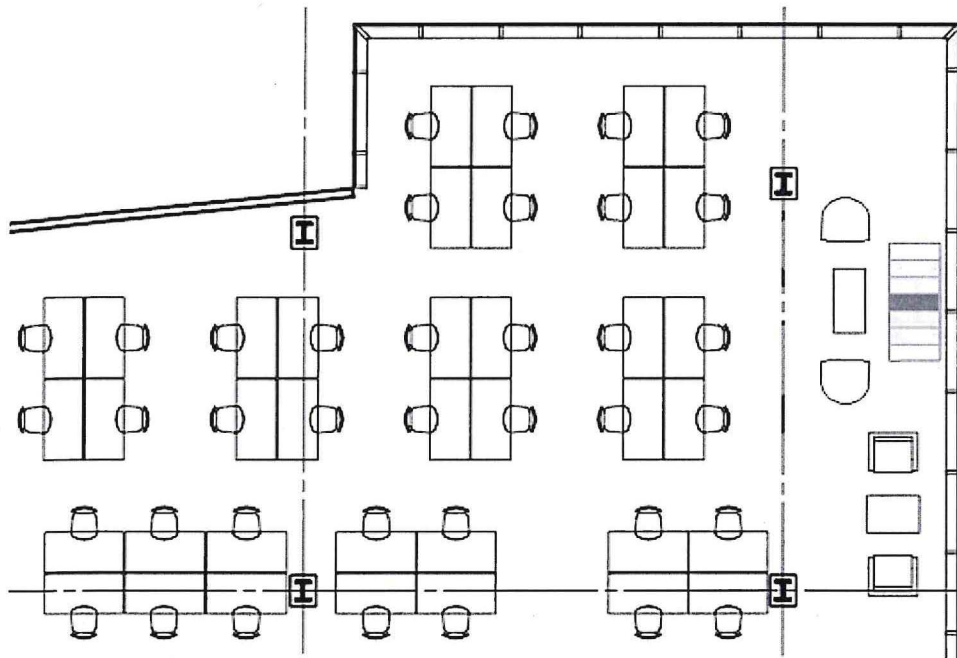
Figure 4. Fire in an open office area on Office Level 02, including ignition of one workstation. (NTS)



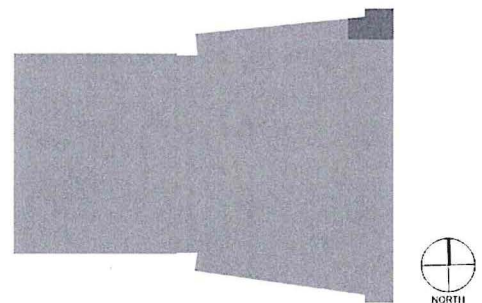
## Design Fire #05

*Fuel Package:* Sofa (Appendix B), Chair (Appendix C)  
*Location:* Office Level 02  
*Zone:* Passive Protection Zone  
*Floor to Deck:* 13-4"

The primary hazards for this design fire are the fuel package (high smoke yield and rapid increase of HRR) and lower ceiling height in the smallest volume of open office area. The draft curtains must be designed to maintain tenable conditions in this scenario.



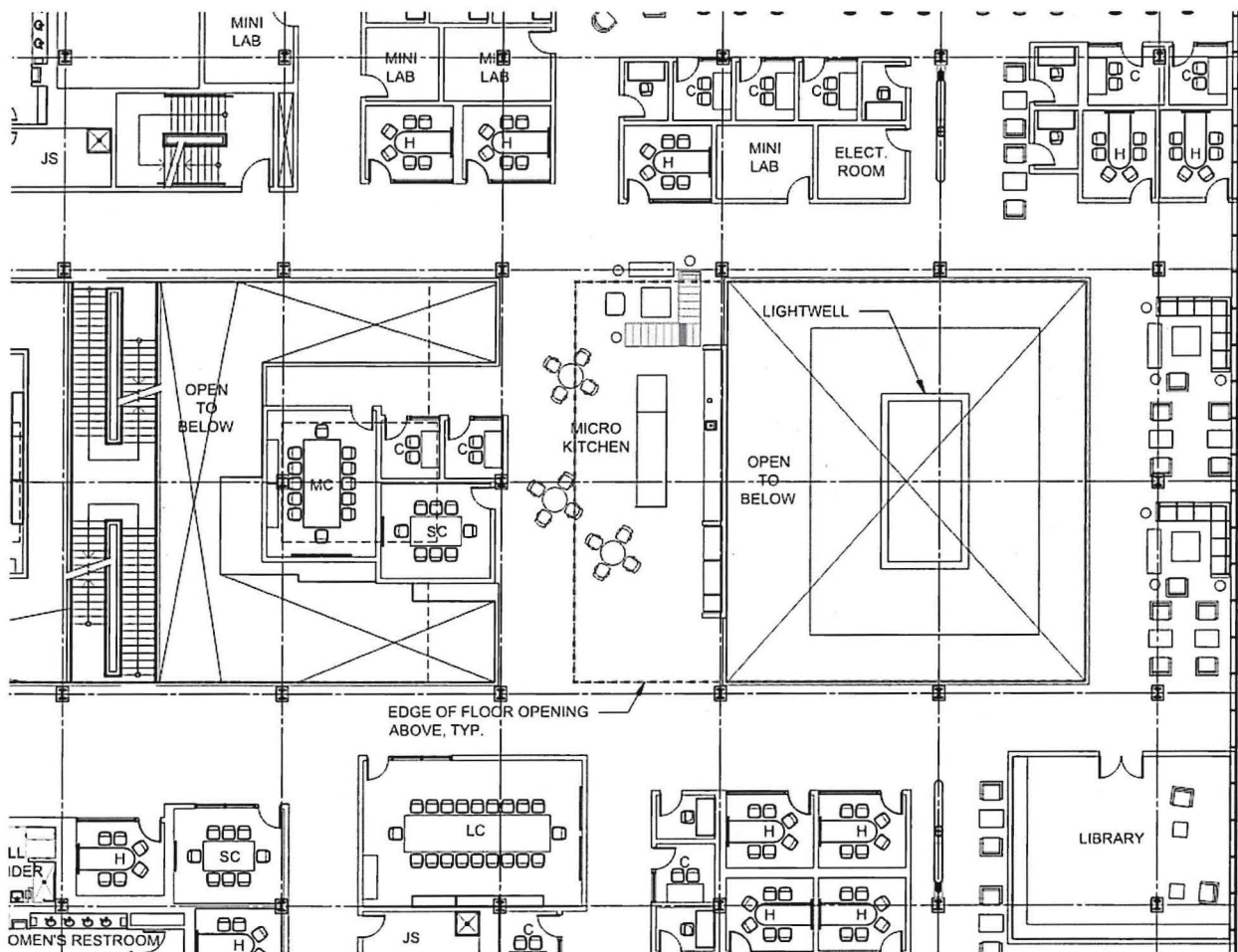
**Figure 5.** Fire in an open office area on Office Level 02, including ignition of one sofa and additional combustible loading of one chair and one workstation. (NTS)



### Design Fire #06

**Fuel Package:** Sofa (Appendix B), Chair (Appendix C)  
**Location:** Office Level 02  
**Zone:** Active Protection Zone  
**Floor to Deck:** 31'-11"

The primary hazards for this design fire are the fuel package (high smoke yield and rapid increase of HRR) and the proximity to the vertical opening. The smoke has a potential to migrate between floors before the fire is controlled by sprinkler activation.



**Figure 6.** Fire underneath a vertical opening (indicated by the dashed red line) on Office Level 02, including ignition of one sofa and additional combustible loading of one chair. (NTS)

### 3.2 Other Considerations

Other design fires and locations were considered, but not selected as potential worst-case scenarios.

- **Conference Rooms / Technology Labs (General)**

Fires in enclosed lab and conference rooms were considered but would result in less significant fires than design fires located in unenclosed portions of the floorplate.

- Sprinkler activation would occur more quickly in enclosed rooms and extinguish the fire.
- The small occupant loads of these spaces would result in quick and efficient egress of the room.
- The room would act as a small smoke reservoir and prevent smoke from migrating to the vertical openings.

- **Kitchen Fires (General)**

Kitchen appliances were considered as potential fuel packages but would result in less significant fires than sofas or shielded furniture.

- Kitchens with heated surfaces are provided with localized protections as required by the International Mechanical Code, such as hoods or localized extinguishers.
- Kitchens will have a lower quantity of combustible materials than lounge areas or open office areas.

- **Managed Event Space (Office Level 03)**

A fire in the Managed Event Space on Office Level 03 was considered but would result in less significant smoke migration compared to fires in the open office.

- The depth of the smoke reservoir in this space would prevent smoke from migrating to the vertical openings.
- Sprinkler activation would extinguish the fire since the chairs do not create a shielded fire condition.
- Sprinkler activation would maintain tenable conditions for egress of all Managed Event Space occupants.

- **Sofa in Active Zone (Office Level 03)**

A sofa fire in the Active Protection Zone on Office Level 03 was considered but would result in less significant smoke production and migration compared to a sofa fire on Office Level 01.

- Sprinkler activation on Office Level 03 would occur more quickly than for the same fuel package on Office Level 01.
- A sofa fire in the Active Protection Zone on Office Level 01 will be modeled (see Design Fire #02).

## 4 EGRESS ANALYSIS

Pathfinder, an advanced movement simulation software, will be used to determine building evacuation times. This software is an agent-based egress simulator that uses steering behaviors to model occupant motion. The occupant movement is controlled by inputs to the simulation. These inputs will be adjusted to conservatively represent the occupant movement that is expected in the evacuation of the office building.

Occupant characteristics within the building are taken into consideration in the egress analysis. As referenced in the 4<sup>th</sup> Edition of SFPE Handbook of Fire Protection Engineering, the U.S. Census Bureau reported in 2005 that 14.9% of the U.S. population, 5 years and older, had some level of disability, excluding people living in institutions.

The SFPE Handbook provides walking speeds on horizontal surfaces. Persons without locomotive impairments are reported to walk at 4.10 ft/s (1.25 m/s). Those with locomotion disabilities are reported to move at 2.62 ft/s (0.8 m/s). A summary of walking speeds to be used in the egress simulation is provided in the Table 2 below. Walking speeds on stairs will be calculated by the software in accordance with *Engineering Guide to Human Behavior in Fire* (SFPE, 2003). Previous models have shown that walking speed, both lateral and on stairways, has a significantly smaller effect on egress time when compared to the queuing that occurs at doorways to exit stairways on floors above the level of exit discharge. We anticipate the queuing at these doorways to be the most significant component to overall egress time in Building X as well.

**Table 2: Occupant Egress Analysis.**

	<i>Percentage of Occupants</i>	<i>Walking Speed</i>
Locomotive Disability	15%	2.62 ft/s
No Locomotive Disability	85%	4.10 ft/s

Pre-movement time will also be accounted for in the simulation. The pre-movement time will begin after the fire is detected by smoke detectors in the model. Since the building will be equipped with an emergency voice/alarm communication system in accordance with §403.4.4 and §907.5.2.2, occupants will receive auditory direction of how to egress in a fire event. Based on Table 3-13.1 in the 3<sup>rd</sup> edition of the SFPE Handbook entry for office buildings with directives using a voice communication system, a pre-movement time of 3 minute minimum will be incorporated into the simulation, and the effects of longer pre-movement times will also be evaluated.

## 5 SHAFT PRESSURIZATION ANALYSIS

A CONTAM analysis will be used to identify airflow and pressure relationships for pressurized interior exit stairways and elevator hoistways. The simulation will incorporate the maximum anticipated conditions of stack effect and wind effect.

## Building X – Atrium Smoke Control Parameters Memo

The three interior exit stairways in Building X serve Office Level 03, which is more than 75 feet above the lowest level of fire department vehicle access. To meet the §403.5.4 requirements for smokeproof enclosures in high-rise buildings, the interior exit stairways will be pressurized. The pressurization system will be sized to meet the following requirements for pressurized stairways:

- Per §909.20.5, interior exit stairways will be pressurized to maintain a minimum positive pressure of 0.10 inch of water and a maximum positive pressure of 0.35 inches of water with respect adjacent occupied spaces on all floors measured with all interior exit stairway doors closed.
- Door opening force should not exceed 30 ft-lbs per §1010.1.3

Two of the elevator hoistways in Building X connect more than three stories, are enclosed within a shaft enclosure, and are more than 75 feet in height. To meet the requirements of §3006.2 Item 5, the elevator hoistway door openings of these elevator hoistways will be protected by pressurization. The pressurization system will be sized to meet the following requirements for pressurized elevators:

- Per §909.21.1, elevator hoistways will be pressurized to maintain a minimum positive pressure of 0.10 inch of water and a maximum positive pressure of 0.25 inch of water with respect to adjacent occupied space on all floors measured with doors open on the floor of recall.

## 6 CONCLUSION

The atrium in Building X will be provided with a smoke control system, including mechanical exhaust fans and passive draft curtains, that will be evaluated for performance compared to the requirements of the 2018 International Building Code (IBC) with Washington Amendments (Adopted July 1<sup>st</sup>, 2020). Code Unlimited has provided the input parameters for the smoke and egress simulations, the approach for shaft pressurization, and the basis of the smoke control design.

For smoke modeling, the worst-case design fires were identified as described in Section 3 of this report. The design fires will be modeled as part of a rational analysis to determine the movement of smoke in the proposed design. The analysis will consider the concerns of sprinklers, wind effects, HVAC systems, climate, and duration of operation as required by §909.4. Subsequently, egress modeling will be performed to determine tenability based on results of the smoke model related to the amount of time it takes for occupants to egress. The smoke model will incorporate results from the shaft pressurization analysis to ensure that all the smoke control design incorporates the integration of all mechanical systems during a fire event.

The results of our analysis and any additional requirements for the proposed design will be included in a final rational analysis report. The smoke report will be stamped by a Washington State registered Fire Protection Engineer.

## 7 APPENDIX A: BUILDING INPUT PARAMETERS

The following simulation input parameters are related to general building and environment conditions that remain constant in every design fire scenario. The table below describes the input parameters that will be used in the FDS simulation, along with the resource used to determine each parameter.

	<b>PARAMETER</b>	<b>DESIGN FIRE</b>	<b>SOURCE</b>
<b>SMOKE DETECTOR PARAMETERS</b>			
1.	Smoke Detection	Area spot detectors	Locations based on Code Unlimited analysis in accordance with NFPA 72.
2.	Smoke Detector Obscuration Threshold	2.5%/ft (alarm verification routines for spot detectors will be included in the design)	SFPE Emerging Trends Digital Newsletter Issue 56: Challenges in Estimating Smoke Detector Response, James A. Milke, Ph.D., P.E., FSFPE.
3.	Fire Alarm Delay	10s after smoke detection	Conservative delay based on current standard smoke detection/alarm devices.
<b>SPRINKLER PARAMETERS</b>			
4.	Sprinkler Activation Temperature	155 °F / 165 °F	Nominal operating temperature, 2013 NFPA 13 Standard for the Installation of Sprinkler Systems Chapter 6.
5.	Sprinkler Response Time Index (RTI)	$181 \sqrt{m/s}$	Quick response links in accordance with 2013 NFPA 13 Standard for the Installation of Sprinkler Systems §3.6.1(b).
6.	Sprinkler Type	1/2" quick-response heads protecting floor; 5/8" ELO (extra-large orifice) standard response heads with intermediate response temperature at clerestory.	
<b>OTHER SYSTEM PARAMETERS</b>			
7.	Exhaust	To be determined; activated upon smoke detection and activation of the smoke control system.	Analysis performed by Code Unlimited.



## Building X – Atrium Smoke Control Parameters Memo

	<b>PARAMETER</b>	<b>DESIGN FIRE</b>	<b>SOURCE</b>
8.	<i>Make-up Air</i>	<i>Mechanical ventilation will be provided from AHU systems connected to each floor by a plenum; activated upon smoke detection and activation of the smoke control system.</i>	<i>Analysis performed by Code Unlimited.</i>
<b>GENERAL MODEL PARAMETERS</b>			
9.	<i>Mesh size</i>	<i>1 ft x 1 ft x 1 ft</i>	<i>Preliminary mesh size; to be based on FDS simulation.</i>
10.	<i>Duration Factor</i>	<i>1.5 X calculated egress time or 20 minutes, whichever is greater.</i>	<i>2018 IBC, §909.4.6. Egress analysis will be performed to determine the required duration of operation.</i>
11.	<i>Visibility Factor</i>	<i>8</i>	<i>Based on illuminated exit signs. Klote, J. (2016). "Smoke Control." SFPE Handbook of Fire Protection, Fifth Edition, 1818.</i>
12.	<i>Interior Air Temperature</i>	<i>72 °F</i>	<i>ASHRAE Standard 55-2013, Thermal Environmental Conditions for Human Occupancy</i>
13.	<i>Exterior Air Temperature</i>	<i>Minimum Exterior Air Temperature: 21.4 °F Maximum Exterior Air Temperature: 89.6° F</i>	<i>ASHRAE. 2017. Climatic Design Conditions, Location: Seattle, WA, USA (WMO: 994014)  The system will be modelled under the maximum and minimum temperatures to verify the effects of air temperature on the smoke management system.</i>
14.	<i>Wind Direction &amp; Speed (July)</i>	<i>Wind Direction: 320° (Northwest) Wind Speed: 6.7 mph</i>	<i>ASHRAE. 2017. Climatic Design Conditions, Location: Seattle, WA, USA (WMO: 994014)  Plan north and true north are aligned in the building drawings.</i>

## 8 APPENDIX B: SOFA FIRE INPUT PARAMETERS

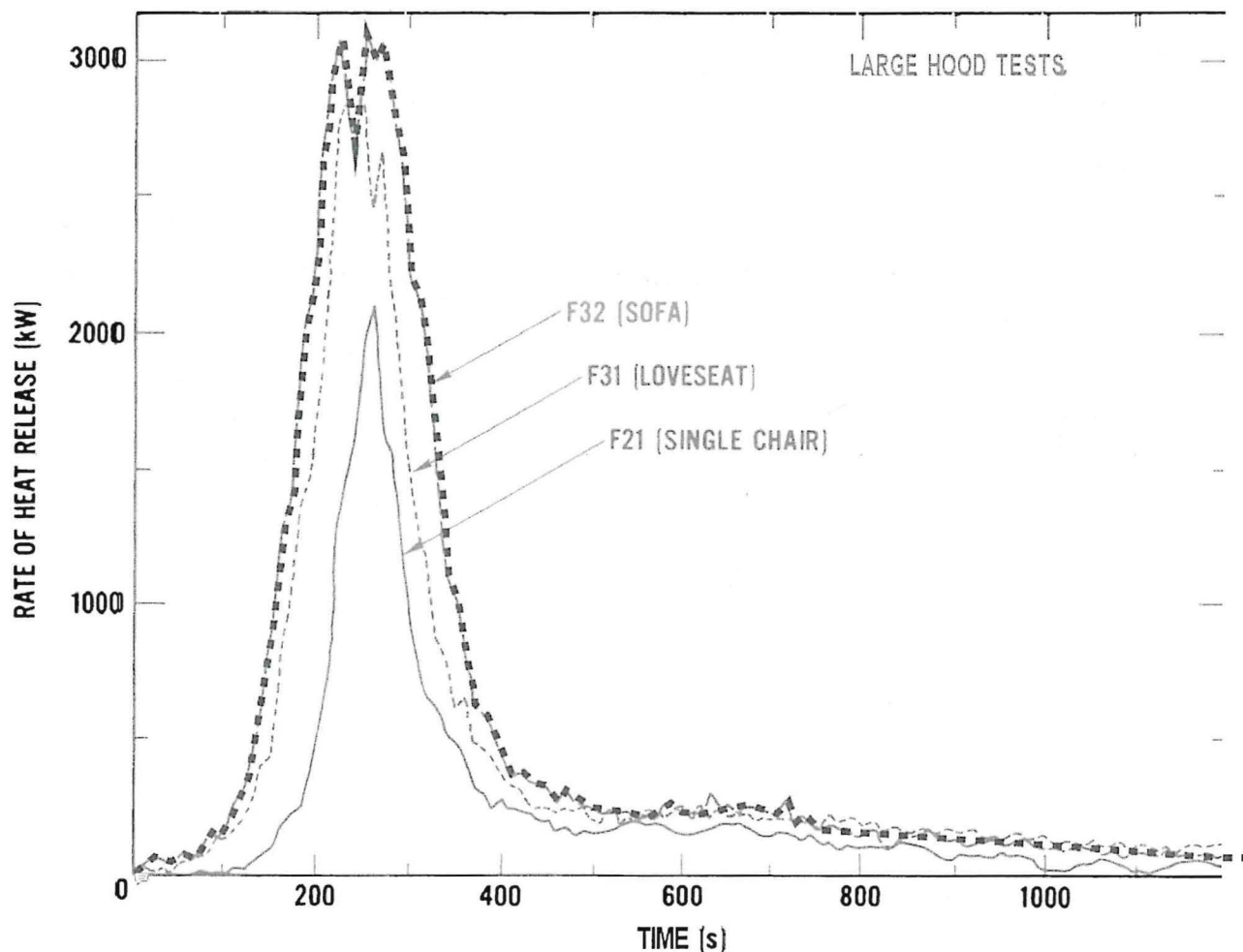
### *BASIS OF PARAMETERS:*

The following input parameters are for design fires that designate a 3-seat sofa as the fuel package. The sofa fire will be modeled based off data from a full-scale fire test conducted under a furniture calorimeter as reported by the National Bureau of Standards.

### *FIRE GROWTH:*

The full-scale test, conducted as a non-sprinkler-controlled fire, produced a fast growth rate fire with a peak Heat Release Rate (HRR) of 3,120 kW with a published growth curve (see Figure 1).

The simulation of the sofa fire will follow the same growth curve and peak heat release rate as the tested sofa.



**Figure 1:** The HRR curve of a three-seated sofa from a full-scale fire test performed by the National Bureau of Standards was used as a basis for determining the fire parameters of a fire propagating along a large sofa.

## Building X – Atrium Smoke Control Parameters Memo

**SPRINKLER ACTIVATION:**

All atrium smoke control design fire models will incorporate the control of the fire after activation of sprinklers; at the time of sprinkler activation:

- The fire will not continue to propagate to adjacent slices.
- The HRR of actively burning slices will reduce linearly to a maximum of 30 kW HRR over a period of 30 seconds; the sofa will remain at 30 kW HRR for the remaining duration of the model run.

The reduction of HRR occurs over a period of 30 seconds to allow the discharge pattern to become fully developed and for water to pre-wet unignited areas of the fuel array. This delay is a conservative value; fire experiments show that realistically, the sprinklers would control the spread of fire within seconds after activation. This is consistent with the HRR profile of a sprinkler-controlled fire with some partially shielded areas continuing to smolder, rather than assuming complete extinguishment by the automatic fire sprinkler system.

The table below shows the input parameters that will be used in the FDS simulation along with the resource used to determine each parameter.

	PARAMETER	DESIGN FIRE	SOURCE
	<i>Design Fire Size</i>	<i>HRRPUA Sofa: 1400 kW/m<sup>2</sup></i>	<i>Established based on NBSIR 82-2604 'Upholstered Furniture Heat Release Rates Measured with A Furniture Calorimeter', Vytenis Babrauskas, J. Randall Lawson W. D. Walton, William H. Twilley, Table 2A, pg 30 (1982)</i>
2.	<i>Fire area</i>	<i>Sofa: 3ft x 20ft = 60 ft<sup>2</sup> (5.57 m<sup>2</sup>)</i>	<i>Approximate dimensions of the worst-case large sofa, based on furniture in existing office buildings owned by the same tenant.</i>
3.	<i>Auto-ignition</i>	<i>0.4 kW/m<sup>2</sup> radiant heat flux (input into device for heat flux)</i>	<i>Based on FDS comparison testing to the full-scale fire test described in NBSIR 82-2604.  This is significantly more conservative than other referenced standards: the SFPE 2016 indicates a heat flux of 30 kW/m<sup>2</sup> for sofas and the NFPA 92 indicates a heat flux of 10 kW/m<sup>2</sup> for sofas.  SFPE. 2016. "Handbook of Fire Protection Engineering," Fifth Edition, pg. 586.  NFPA 92 §5.2.5.7 Standard for Smoke Control Systems</i>
4.	<i>Design fire location</i>	<i>Locations specified in Section 3.1.</i>	<i>Analysis performed by Code Unlimited.</i>

## Building X – Atrium Smoke Control Parameters Memo

	<b>PARAMETER</b>	<b>DESIGN FIRE</b>	<b>SOURCE</b>
5.	<i>Fire growth rate</i>	<i>Follows NIST test curve until sprinklers activate (based on temperature at ceiling from model) then decreases linearly over next 30 seconds to 30 kW HRR. The fire is then held at 30 kW HRR for the remainder of model run after decrease.</i>	<i>NBSIR 82-2604 'Upholstered Furniture Heat Release Rates Measured with A Furniture Calorimeter', Vytanis Babrauskas, J. Randall Lawson W. D. Walton, William H. Twilley, pg 23 (1982)</i>
6.	<i>Peak HRR</i>	<i>7,401 kW</i>	<i>To be based on FDS simulation.</i>
7.	<i>Reaction</i>	<i>Polyurethane</i>	<i>NBSIR 82-2604 'Upholstered Furniture Heat Release Rates Measured with A Furniture Calorimeter', Vytanis Babrauskas, J. Randall Lawson W. D. Walton, William H. Twilley, table 2A, pg 32 (1982)</i>
8.	<i>Soot yield</i>	<i>0.024</i>	<i>NBSIR 82-2604 'Upholstered Furniture Heat Release Rates Measured with A Furniture Calorimeter', Vytanis Babrauskas, J. Randall Lawson W. D. Walton, William H. Twilley, table 9, pg 37 (1982)</i>
9.	<i>CO yield</i>	<i>0.0012</i>	<i>NBSIR 82-2604 'Upholstered Furniture Heat Release Rates Measured with A Furniture Calorimeter', Vytanis Babrauskas, J. Randall Lawson W. D. Walton, William H. Twilley, table 2B, pg 31 (1982)</i>
10.	<i>Radiative Fraction</i>	<i>0.35</i>	<i>NFPA. 2008. "NFPA Fire Protection Handbook", Twentieth Edition, pg 3-156</i>
11.	<i>Critical Flame Temperature</i>	<i>1327 °C</i>	<i>NIST Special Publication 1019, "Fire Dynamics Simulator User's Guide", Sixth Edition. Table 17.23, p. 243</i>
12.	<i>Surface Temperature</i>	<i>300 °C</i>	<i>Conservative default parameter established by Pyrosim in edition 2018.3.1210.</i>

## 9 APPENDIX C: CHAIR FIRE INPUT PARAMETERS

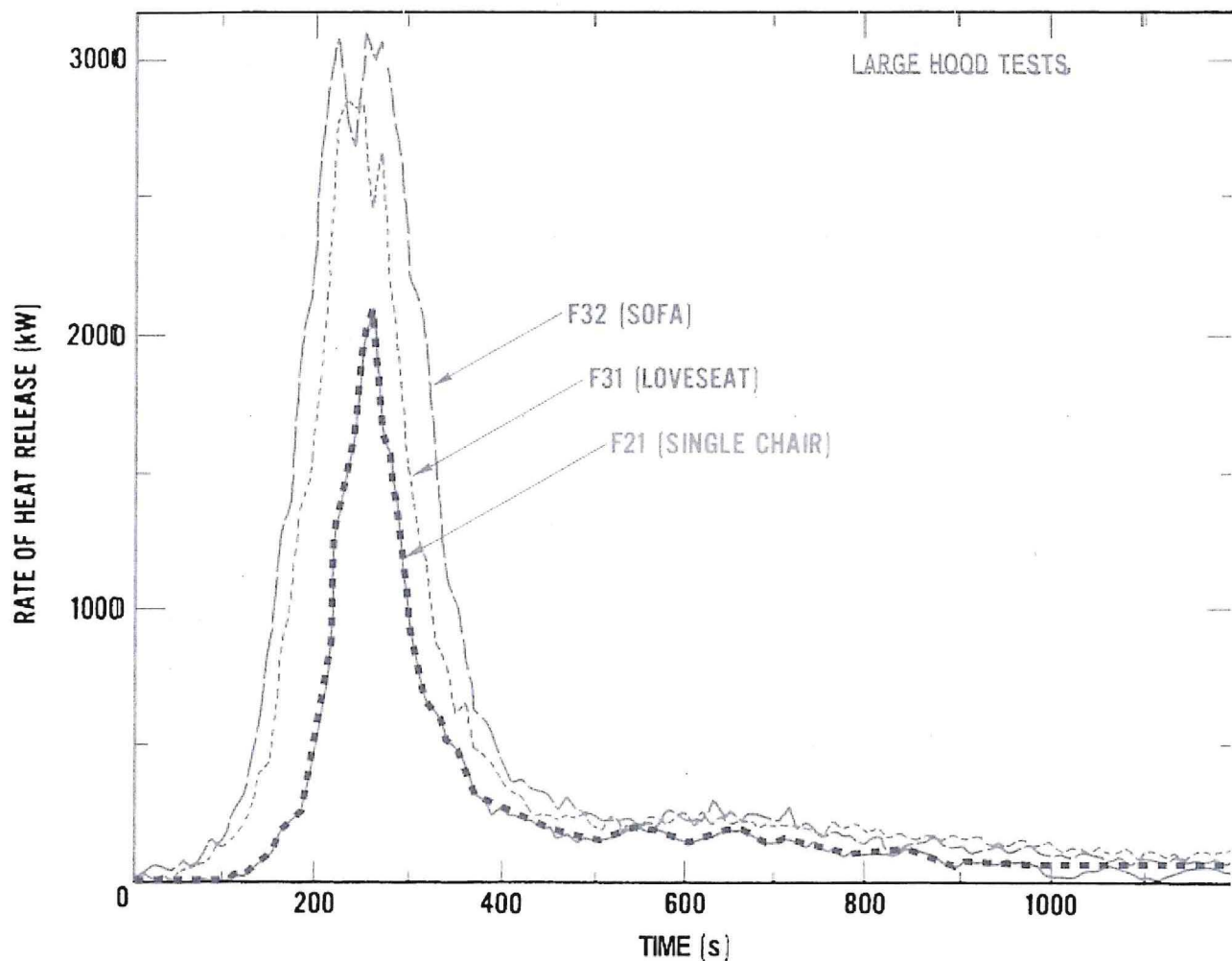
### BASIS OF PARAMETERS:

The following input parameters are for design fires that designate a chair as the fuel package. The chair fire will be modeled based off data from a full-scale fire test conducted under a furniture calorimeter as reported by the National Bureau of Standards.

### FIRE GROWTH:

The full-scale test, conducted as a non-sprinkler-controlled fire, produced a fast growth rate fire with a peak Heat Release Rate (HRR) of 2,100 kW with a published growth curve (see Figure 1).

The simulation of the chair fire will follow the same growth curve and peak heat release rate as the tested chair.



**Figure 1:** The HRR curve of a three-seated sofa from a full-scale fire test performed by the National Bureau of Standards was used as a basis for determining the fire parameters of a fire propagating along a large sofa.

## Building X – Atrium Smoke Control Parameters Memo

**SPRINKLER ACTIVATION:**

All atrium smoke control design fire models will incorporate the control of the fire after activation of sprinklers; at the time of sprinkler activation:

- The fire will not continue to propagate to adjacent chairs or other combustible fuel loads.
- The HRR of actively burning chairs will reduce linearly to a maximum of 30 kW HRR over a period of 30 seconds; the sofa will remain at 30 kW HRR for the remaining duration of the model run.

The reduction of HRR occurs over a period of 30 second to allow the discharge pattern to become fully developed and for water to pre-wet unignited areas of the fuel array. This delay is a conservative value; fire experiments show that realistically, the sprinklers would control the spread of fire within seconds after activation. This is consistent with the HRR profile of a sprinkler-controlled fire with some partially shielded areas continuing to smolder, rather than assuming complete extinguishment by the automatic fire sprinkler system.

The table below shows the input parameters that will be used in the FDS simulation along with the resource used to determine each parameter.

	<b>PARAMETER</b>	<b>DESIGN FIRE</b>	<b>SOURCE</b>
	<i>Design Fire Size</i>	<i>HRRPUA Chair: 3,750 kW/m<sup>2</sup></i>	<i>Established based on NBSIR 82-2604 'Upholstered Furniture Heat Release Rates Measured with A Furniture Calorimeter', Vytenis Babrauskas, J. Randall Lawson W. D. Walton, William H. Twilley, Table 2A, pg 30 (1982)</i>
14.	<i>Fire area</i>	<i>Chair: 6 ft<sup>2</sup> (0.56 m<sup>2</sup>)</i>	<i>Approximate dimensions of the worst-case large sofa, based on furniture in existing office buildings owned by the same tenant.</i>
15.	<i>Auto-ignition</i>	<i>0.4 kW/m<sup>2</sup> radiant heat flux (input into device for heat flux)</i>	<i>Based on FDS comparison testing to the full-scale fire test described in NBSIR 82-2604.  This is significantly more conservative than other referenced standards: the SFPE 2016 indicates a heat flux of 30 kW/m<sup>2</sup> for sofas and the NFPA 92 indicates a heat flux of 10 kW/m<sup>2</sup> for sofas.  SFPE. 2016. "Handbook of Fire Protection Engineering," Fifth Edition, pg. 586.  NFPA 92 §5.2.5.7 Standard for Smoke Control Systems</i>
16.	<i>Design fire location</i>	<i>Locations specified in Section 3.1.</i>	<i>Analysis performed by Code Unlimited.</i>

## Building X – Atrium Smoke Control Parameters Memo

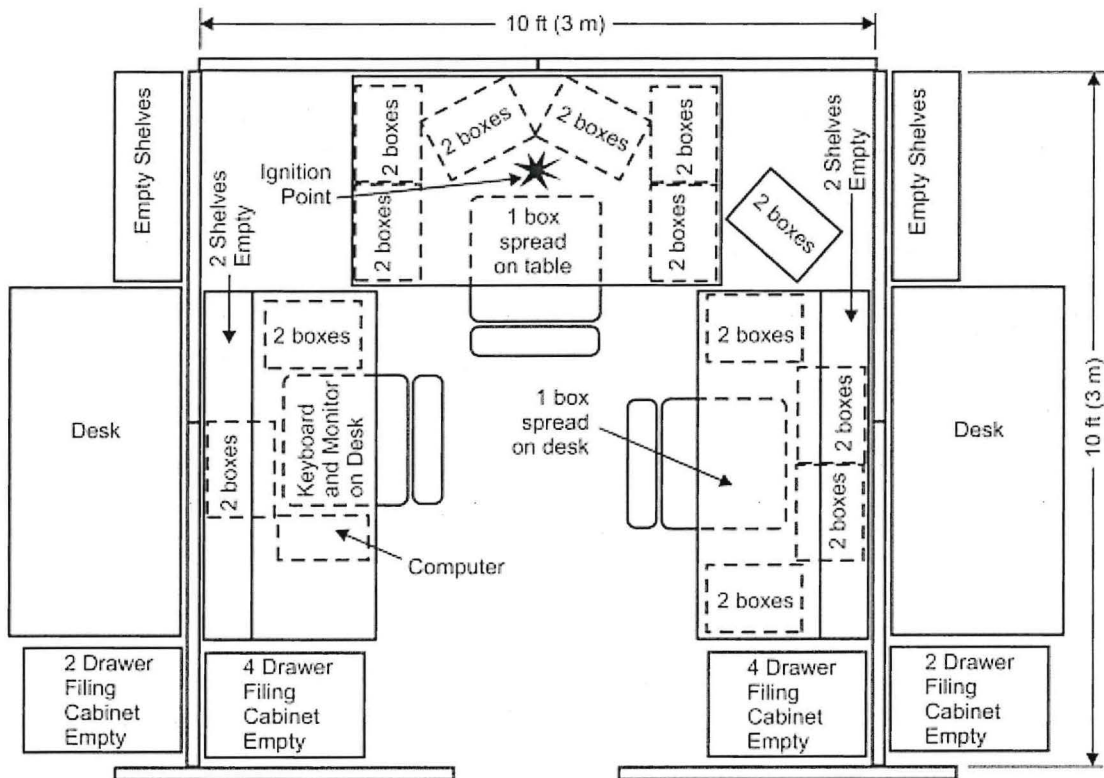
	<b>PARAMETER</b>	<b>DESIGN FIRE</b>	<b>SOURCE</b>
17.	<i>Fire growth rate</i>	<i>Follows NIST test curve until sprinklers activate (based on temperature at ceiling from model) then decreases linearly over next 30 seconds to 30 kW HRR. The fire is then held at 30 kW HRR for the remainder of model run after decrease.</i>	<i>NBSIR 82-2604 'Upholstered Furniture Heat Release Rates Measured with A Furniture Calorimeter', Vytanis Babrauskas, J. Randall Lawson W. D. Walton, William H. Twilley, pg 23 (1982)</i>
18.	<i>Peak HRR</i>	<i>2,100 kW</i>	<i>To be based on FDS simulation.</i>
19.	<i>Reaction</i>	<i>Polyurethane</i>	<i>NBSIR 82-2604 'Upholstered Furniture Heat Release Rates Measured with A Furniture Calorimeter', Vytanis Babrauskas, J. Randall Lawson W. D. Walton, William H. Twilley, table 2A, pg 32 (1982)</i>
20.	<i>Soot yield</i>	<i>0.024</i>	<i>NBSIR 82-2604 'Upholstered Furniture Heat Release Rates Measured with A Furniture Calorimeter', Vytanis Babrauskas, J. Randall Lawson W. D. Walton, William H. Twilley, table 9, pg 37 (1982)</i>
21.	<i>CO yield</i>	<i>0.0012</i>	<i>NBSIR 82-2604 'Upholstered Furniture Heat Release Rates Measured with A Furniture Calorimeter', Vytanis Babrauskas, J. Randall Lawson W. D. Walton, William H. Twilley, table 2B, pg 31 (1982)</i>
22.	<i>Radiative Fraction</i>	<i>0.35</i>	<i>NFPA. 2008. "NFPA Fire Protection Handbook", Twentieth Edition, pg 3-156</i>
23.	<i>Critical Flame Temperature</i>	<i>1327 °C</i>	<i>NIST Special Publication 1019, "Fire Dynamics Simulator User's Guide", Sixth Edition. Table 17.23, p. 243</i>
24.	<i>Surface Temperature</i>	<i>300 °C</i>	<i>Conservative default parameter established by Pyrosim in edition 2018.3.1210.</i>

## 10 APPENDIX D: WORKSTATION FIRE INPUT PARAMETERS

### *BASIS OF PARAMETERS:*

The following input parameters are for design fires that designate a workstation as the fuel package. The workstation fire will be modeled based off data from a full-scale fire test conducted under an oxygen consumption calorimeter by the National Research Council of Canada (NRCC) and described in the 2012 Handbook of Smoke Control Engineering compiled by representatives of ASHRAE, SFPE, ICC, and NFPA.

The study conducted by NRCC included two desks, two chairs, multiple boxes, and empty filing cabinets (see Figure 1) and focused on open-plan office scenarios. **This study assumes that workstations are not divided by combustible partitions.**



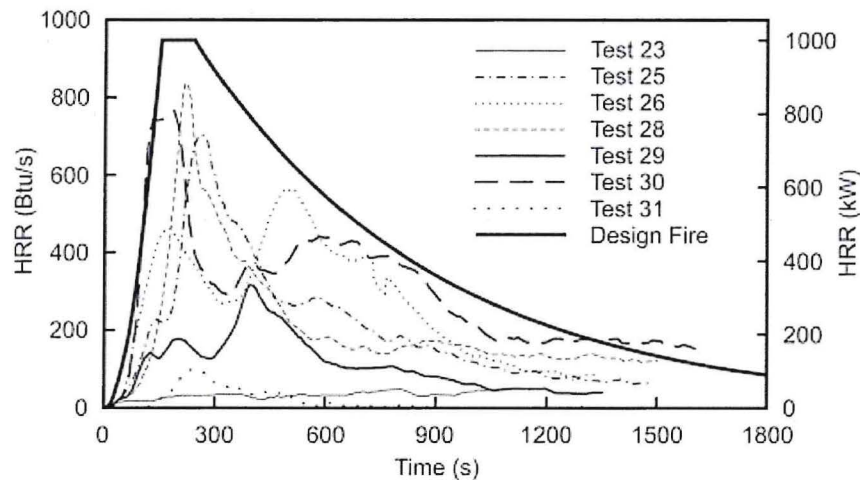
**Figure 1:** Layout of the workstations tested in the NRCC shielded fire study.

### *FIRE GROWTH:*

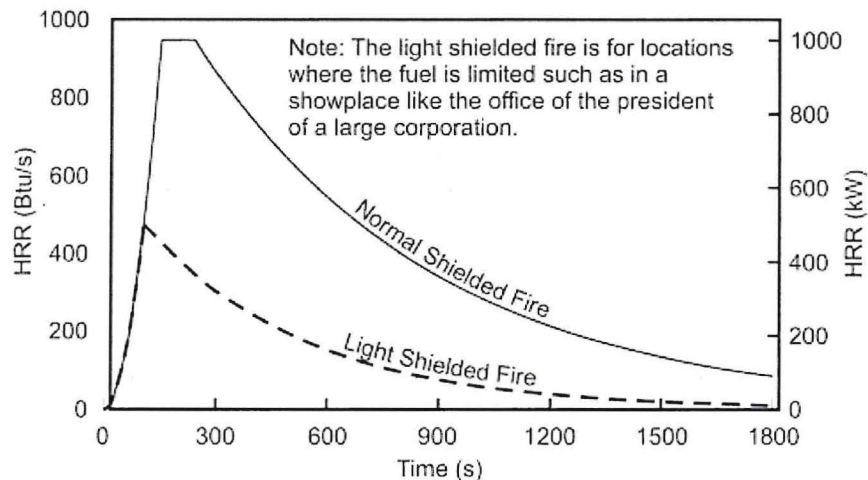
The proposed design fires involving workstations include an open-office layout with series of adjacent workstations. This test, conducted as a sprinkler-controlled fire, was a shielded fire with a peak Heat Release Rate (HRR) of 1,000 kW with a published growth curve (see Figure 2). The growth curve will be input into the FDS simulation.



## Building X – Atrium Smoke Control Parameters Memo



**Figure 5.10** HRR of shielded fires from the NRCC study.



**Figure 5.11** Recommended shielded design fires.

**Figure 2:** The HRR curve of a shielded workstation fire from a full-scale fire test performed by the NRCC was used as a basis for determining the fire parameters of a workstation.

#### SPRINKLER ACTIVATION:

All design fire models will incorporate the control of the fire after activation of sprinklers. The NRCC workstation test fire utilized sprinklers in an open office environment with a ceiling height of 9 feet. The results of this study are appropriate for ceilings up to approximately 20 feet in height.

The activation of sprinklers is not as effective in controlling a workstation fire scenario as much of the combustible fuel load is shielded by a table or desk. Realistically, and as described in the Handbook of Smoke Control Engineering Chapter 5, sprinklers are ineffective in controlling the growth of a shielded fire where the water array is obstructed from the source of the flames.

## Building X – Atrium Smoke Control Parameters Memo

The effects of sprinkler activation are incorporated in the following ways:

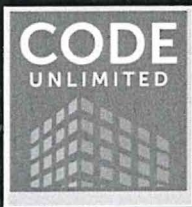
- The growth curve has a prolonged decay due to combustibles located under the table that are shielded and burn until the ignited fuel array is fully consumed.
- The sprinkler activation will prewet adjacent workstations and cool the surrounding air temperatures, preventing the propagation of fire to adjacent workstations.

The table below shows the input parameters that will be used in the FDS simulation along with the resource used to determine each parameter.

	<b>PARAMETER</b>	<b>DESIGN FIRE</b>	<b>SOURCE</b>
25.	<i>Design Fire Size</i>	<i>HRR Workstation: 1,000 kW</i>	<i>Handbook of Smoke Control Engineering, Chapter 5 'Fire Science and Design Fires – Shielded Fires', compiled by members of ASHRAE, SFPE, ICC, and NFPA, Figure 5.11 pg. 158 (2012)</i>
26.	<i>Fire area</i>	<i>Sofa: 150 ft<sup>2</sup> (15 ft x 10 ft)</i>	<i>Handbook of Smoke Control Engineering, Chapter 5 'Fire Science and Design Fires – Shielded Fires', compiled by members of ASHRAE, SFPE, ICC, and NFPA, Figure 5.9 pg. 157 (2012)</i>
27.	<i>Auto-ignition</i>	<i>0.4 kW/m<sup>2</sup> radiant heat flux (input into device for heat flux) based on padded chair at workstation.</i>	<i>Based on FDS comparison testing to the full-scale fire test described in NBSIR 82-2604.  This is significantly more conservative than other referenced standards: the SFPE 2016 indicates a heat flux of 30 kW/m<sup>2</sup> for sofas and the NFPA 92 indicates a heat flux of 10 kW/m<sup>2</sup> for sofas.  SFPE. 2016. "Handbook of Fire Protection Engineering," Fifth Edition, pg. 586.  NFPA 92 §5.2.5.7 Standard for Smoke Control Systems</i>
28.	<i>Design fire location</i>	<i>Locations specified in Section 3.1.</i>	<i>Analysis performed by Code Unlimited.</i>
29.	<i>Fire growth rate</i>	<i>Follows full-scale test curve, which incorporates the effects of sprinklers.</i>	<i>Handbook of Smoke Control Engineering, Chapter 5 'Fire Science and Design Fires – Shielded Fires', compiled by members of ASHRAE, SFPE, ICC, and NFPA, Figure 5.11 pg. 157 (2012)</i>

## Building X – Atrium Smoke Control Parameters Memo

	<b>PARAMETER</b>	<b>DESIGN FIRE</b>	<b>SOURCE</b>
30.	<i>Reaction</i>	<i>Polyurethane</i> <i>Most conservative reaction in a simulation fire with both padded chair and wood elements.</i>	<i>NBSIR 82-2604 'Upholstered Furniture Heat Release Rates Measured with A Furniture Calorimeter', Vytenis Babrauskas, J. Randall Lawson W. D. Walton, William H. Twilley, table 2A, pg 32 (1982)</i>
31.	<i>Soot yield</i>	<i>0.024</i> <i>Most conservative reaction in a simulation fire with both padded chair and wood elements.</i>	<i>NBSIR 82-2604 'Upholstered Furniture Heat Release Rates Measured with A Furniture Calorimeter', Vytenis Babrauskas, J. Randall Lawson W. D. Walton, William H. Twilley, table 9, pg 37 (1982)</i>
32.	<i>CO yield</i>	<i>0.0012</i> <i>Most conservative reaction in a simulation fire with both padded chair and wood elements.</i>	<i>NBSIR 82-2604 'Upholstered Furniture Heat Release Rates Measured with A Furniture Calorimeter', Vytenis Babrauskas, J. Randall Lawson W. D. Walton, William H. Twilley, table 2B, pg 31 (1982)</i>
33.	<i>Radiative Fraction</i>	<i>0.35</i> <i>Most conservative reaction in a simulation fire with both padded chair and wood elements.</i>	<i>NFPA. 2008. "NFPA Fire Protection Handbook", Twentieth Edition, pg 3-156</i>
34.	<i>Critical Flame Temperature</i>	<i>1327 °C</i>	<i>NIST Special Publication 1019, "Fire Dynamics Simulator User's Guide", Sixth Edition. Table 17.23, p. 243</i>
35.	<i>Surface Temperature</i>	<i>300 °C</i>	<i>Conservative default parameter established by Pryosim in edition 2018.3.1210.</i>



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# Building X – Structural Fire Engineering

## Fire Parameters Report

Client Name: Gehry Partners

Client Address: 12541 Beatrice St, Los Angeles, CA 90066

Date: 11/19/2019

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# 1 OVERVIEW

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## 1.1 Executive Summary

Building X is classified as a high-rise building of Type I-B construction. Per 2018 IBC §403.2.1.1, the construction type is permitted to be Type II-A, while maintaining area, height, and stories as permitted for a building of Type I-B construction.

Code Unlimited and Magnusson Klemencic Associates (MKA) will follow the provisions of IBC §703.3 and §104.11 to provide fire analysis of the structural systems under design fire scenarios and demonstrate that structural integrity is maintained. A design per these alternative design provisions is required to meet the intent of the prescriptive provisions of the code, specifically in this case, ensuring that Life-Safety objectives are met for the building's occupants. The structural analysis will follow the framework established by "Performance-Based Design Procedures for Fire Effects on Structures" outlined in Appendix E of the 2016 ASCE-7 standard. The Fire Design Scenarios are developed based on the Building Fire Risk Analysis outlined in the SFPE Handbook and other industry standards. Computational Fluid Dynamics (CFD) is used to model the fire development and its effect on the building structure. Since the building is required to meet the requirements of Type II-A construction, the fire exposure is limited to a period of one hour.

This memo outlines the parameters used to evaluate the performance of the steel structural members when exposed to a credible fire caused by combustible materials within Building X. The fire will be simulated to burn without any consideration for the activation of sprinklers or suppression of fire.

The design fire scenarios are based on the anticipated worst-case fuel loading in the building. A building fire risk analysis determined two worst-case design fire scenarios: one for the exposed steel column and one for the exposed steel beam. The ASTM E119 fire growth curve was also considered, but not selected as a worst-case design. The design fire scenarios result in peak, critical temperatures more quickly than the ASTM E119 test curve. Introducing elevated temperatures to the steel structure earlier in the simulation creates a worse scenario for the internal strength of the steel.

Code Unlimited will model these design fires in a representative building area of 60-ft x 60-ft in size. The temperature at the surface of the steel column and beam will be documented over the duration of fire exposure. This data will be used by MKA to perform structural analysis and determine whether the structural integrity is maintained within acceptable ASCE standards for the required duration.

The floor/ceiling assembly is composite metal deck with normal weight concrete. The concrete cover will prescriptively meet the requirement for a 1-hour fire-resistance-rated floor/ceiling assembly. Therefore, it is not part of this performance-based analysis.

## 1.2 Applicable Codes and Standards

- 2018 International Building Code (IBC) in anticipation of Washington adoption
- 2018 International Fire Code (IFC) in anticipation of Washington adoption
- 2009 ASHRAE Handbook of Fundamentals
- 2008 NFPA Fire Protection Handbook, 20<sup>th</sup> Edition
- Society of Fire Protection Engineering (SFPE) Handbook 4<sup>th</sup> Edition
- American Society of Civil Engineer (ASCE) and Structural Engineering Institute (SCI) 7-16 Appendix E
- 2016 American Institute of Steel Construction 260 (AISC 360-16) Appendix 4
- Structural Fire Engineering Manual of Practice (ASCE/SEI-138)

## 1.3 Building Overview

Building X is a new corporate office building designed by Gehry Partners for Facebook, located in Redmond, Washington. The proposed building is five stories of commercial office space over a tiered parking structure. The building includes open office areas, conference rooms, research laboratories, cafeteria, and occupied green roof terrace. One of the primary architectural design goals is to have exposed steel, without fireproofing where possible, in the main office structure. The parking garage will be constructed of cast-in-place concrete and will meet the prescriptive fire-resistance-rating requirements.

## 1.4 Key Approach & Methodology

As described in IBC §704.2 and §704.3, individual encasement protection is required for columns and other primary structural frame members receiving tributary loads from multiple levels that are required to have protection to achieve a fire-resistance rating. This requirement assumes that the structural elements have an insufficient level of inherent fire protection to maintain structural integrity for occupant egress based on a typical building layout with the minimum code prescriptive conditions.

The performance-based design will include a rational analysis to document how the proposed design meets the IBC and ASCE codes and standards with limited or no individual encasement. The analysis will be specific to the proposed design for Building X, which has design elements that benefit the structure in a fire event compared to a typical code prescriptive building:

- **Increased Ceiling Height**

Generally, along means of egress, the ceiling height cannot be less than 7 feet 6 inches above the finished floor. In the proposed design, the floor to ceiling heights on the Office Levels range from ~14 feet to 19 feet. For columns, this results in less significant heating along the upper region of the column where the member does not experience direct flame impingement. For beams, this means the fire is significantly further away from the flame than in a typical office building. Because radiant energy decreases as the square of the distance from the source, the thermal impacts of the fire are much less significant for beams at the proposed height.

## Building X – Structural Fire Engineering Fire Parameters Report

- **Open Office Layout**

Traditional office buildings typically include enclosed office rooms connected by corridors. In these types of buildings, flashover – the sudden involvement of all combustible materials in a room – is a concern since the energy of the fire is being radiated back to the contents of the room. Flashover occurs in smaller spaces because the heat is rising so rapidly that the ignition temperatures of all materials is reached around the same time. In the proposed open office layout, however, heat will disperse across the floorplate, decreasing the effects of thermal radiation on combustibles in the vicinity of the source fire.

As part of the rational analysis, a PyroSim computer simulation will be developed to determine the surface temperature on the structural elements during a worst-case fire. PyroSim was developed by Thunderhead Engineering Consultants, Inc., and utilizes Fire Dynamic Simulator (FDS) software from the National Institute of Standards and Technology (NIST) to model smoke generation, fire development, and air movement. See Section 2 for further discussion regarding the fire model.

## 2 DESIGN FIRES

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The fire performance assessment of the structure requires identification of design fires and the quantification of these fires. The criteria for design fire scenarios are based on occupancy-specific design scenarios representative of a worst-case fire for the building structure. In the process of selecting a design fire, several factors are considered, including the source of ignition, arrangement and quantity of combustible materials, fire development, spread, and the duration. The scenarios developed and used in this analysis are the worst-case design fire scenarios.

Two distinct scenarios have been identified as the worst-case design fire scenarios for the project. The first scenario is a focused study on the column and the second scenario is focused on the beams. The scenarios are discussed below.

- **Fuel Array**

The worst-case design fire for both scenarios was determined to be an elongated padded sofa in two different orientations, described in Section 2.1 and 2.2. Ignition is anticipated in one initial unit, which then ignites the next unit, and continues until the fuel is completely consumed. Conservatively, each unit ignited reaches peak heat release rate (HRR) and then decays but continues to smolder for the rest of the duration of the simulation. The CFD computer software models chain ignition and decay for the entire length of the sofa.

- **Location**

Both design fires will originate on Office Level 02, since this floor has the smallest floor to ceiling height (15'-4") and floor to beam structure height (~12'-0").



## Building X – Structural Fire Engineering Fire Parameters Report

- **Bay Size**

In both scenarios, the fire originates at upholstered sofas located in a representative building area 60-ft x 60-ft in size. This is derived from a 30-ft x 30-ft structural grid that is typical throughout Building X. Building X includes open office areas significantly larger than the representative bay size, but as a conservative measure, the design fire will be modeled as an enclosed space with walls on all four sides. A small 1 ft x 1 ft opening will be included along the lower portion of one wall to prevent an artificial pressure build up, which would cause errors in the simulation data results.

Other layouts were also considered for the fire simulation, but the proposed layouts were determined to be the worst-case scenarios. For example, the kitchen areas may be enclosed with wood partitions with exposed wood stud framing. These studs will not have a concentration of the fuel array as other scenarios. With the limited amount of combustible materials, compared to the large mass of upholstered sofa, the potential for flashover is greatly reduced.

Section 2.1 and 2.2 of this report describe the location of the fire and fuel package in the grid. General model parameters that apply to the building environment in all scenarios are described in Appendix A. See Appendix B and C for detailed simulation input parameters for each fuel package and further description of growth rate.

## 2.1 Scenario 1: Worst-Case Fire for Columns

### Fuel Package: Sofa A (Appendix B)

The building is proposed to have all exposed steel structures consisting of beams and columns with no fire-proofing or other protective covering. The largest fire load expected would be in the waiting/circulation areas, where a six-seat padded polyurethane sofa may be placed adjacent to a load-bearing column. Fire at one of the sofas has the potential to spread across to other sofas within the vicinity, exposing the column to high temperature anticipated to impact the load-bearing strength.

For the modeling analysis purposes, upholstered sofas will be considered to wrap around the columns. This approach is a conservative model that simulates the furniture layout for a worst-case design fire. The columns are spaced 30 feet apart; the floor to floor height on Office Level 02 is 16'-0", and the floor to ceiling height is ~15'-4". As depicted in Figure 1, the portion of the sofa in red indicates the upholstered furniture where the fire originates. The fire then spreads to adjacent sofas and burns sequentially. This also heats the column located directly adjacent to the point of fire origin.

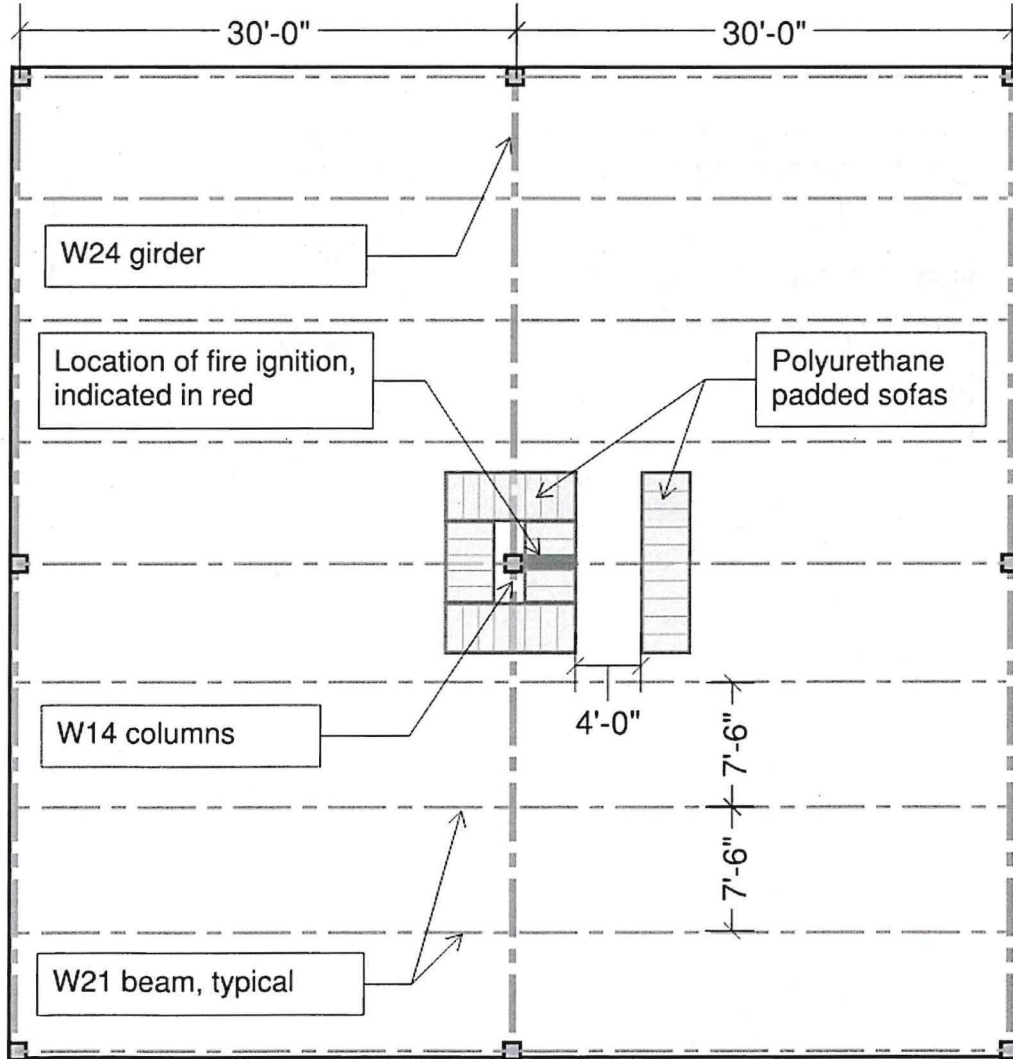


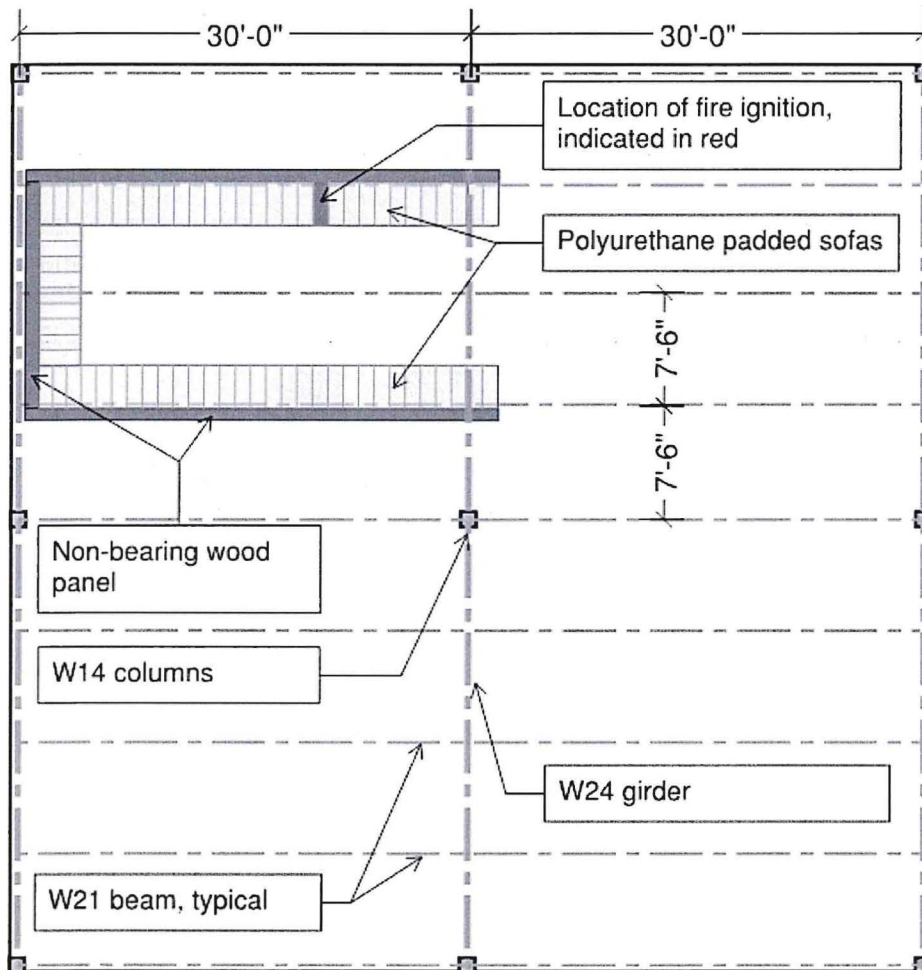
Figure 1. Location of fire adjacent to the column.

## 2.2 Scenario 2: Worst-Case Fire for Beams

### *Fuel Package: Sofa B (Appendix B and C)*

This is similar to Scenario 1, except that multiple sections of upholstered sofas are located within the area of four columns, forming an elongated U-shaped layout. This layout simulates a furniture condition with combustible wood elements that extend approximately 8 feet above the floor. This model will facilitate a conservative analysis of the beam structure by exposing combustible elements within a closer proximity to the structural frame. The large area of the sofa is located directly below the exposed beams without any fire protection covering. Fire at one section of the sofa spreads across to other sections and propagates to the plywood wall covering, impacting the exposed beams and steel floor assembly above. The ignition of the sofa will occur 2/3rds along the length of one side. This is a conservative point of ignition that accounts for the air flow due to the natural fluid dynamics in this setup. This will allow for the maximum spread of fire and heat.

The upholstered sofa sections are located directly below the beams. The beams are spaced 7 feet 6 inches apart, represented in a typical 30-ft by 30-ft grid in Figure 2 below. The floor to floor height on Office Level 02 is ~16 feet, and the distance between the floor and the lowest exposed beam is ~12 feet. The wall with plywood covering runs the length of the sofa section. The fire originates in the middle indicated by red and spreads to adjacent sofa and burns sequentially.



**Figure 2.** Location of fire below the beam.

### 3 STRUCTURAL CRITERIA

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#### *Basis of Structural Fire Engineering*

Structural fire engineering will be performed according to ASCE 7-16 Appendix E, the 2016 Edition of American Institute of Steel Construction 360 (AISC 360-16) Appendix 4, and the Structural Fire Engineering Manual of Practice (ASCE/SEI-138). MKA will conduct a structural analysis of the steel portion of the structure to validate that mandatory structural performance objectives are satisfied.

#### *Mandatory Structural Performance Objectives*

The structural components, members, and system will be designed to maintain their load bearing capacity for a duration of one hour. This exceeds the time required for safe and complete evacuation of the building occupants, which is the criteria recommended criteria by ASCE for Performance-Based Structural Fire Design.

#### *Discretionary Structural Performance Objectives*

Additional performance objectives relating to the serviceability or expected repairs/downtime after a significant fire event were discussed with the building owner and it was determined that none are needed.

### 4 PROCESS FOR ANALYZING STRUCTURAL CRITERIA

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MKA will use the surface temperatures provided by Code Unlimited, together with structural material and geometry information, to perform heat transfer analysis. This will determine the internal temperatures of the structural system at multiple timesteps throughout the design fire duration. Due to the relative simplicity of the geometric conditions and lack of insulating materials on the steel, a lumped mass model is anticipated to be used for heat transfer calculations.

Once the structural internal temperatures are determined for each timestep, structural analysis will be completed using the procedure outlined in AISC 360-16 Appendix 4. Initial design checks will be made using the simplified procedures of Section 4d. Where required, additional design checks will be made using the advanced provisions of Section 4c. Considered effects will include loss of strength and stiffness at elevated temperatures, change in length due to thermal expansion, and restraint effects due to adjacent structure. The elastic and inelastic response of the structure due to these effects will be determined during both the heat-up and cool-down phases of the design fire.

At all times, the structure will be required to resist the design load combination during fire exposure (0.9 or 1.2)D + AT + 0.5L + 0.2S per section 4.1.1:

- D = nominal dead load
- A<sub>T</sub> = nominal forces and deformations due to design basis fire
- L = nominal occupancy live load
- S = nominal snow load

## 5 STRUCTURAL RESULTS

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The results of the structural analysis of fire effects will be presented to the City of Redmond in the permit calculations. Member design capacity ratios under design basis fire effects and design load will be shown on framing plans. A calculations package will be compiled for City of Redmond review.

## 6 FINAL STRUCTURAL FIRE ENGINEERING REPORT

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The final structural fire engineering report will document the results of the surface temperature analysis described above. This is anticipated to include images of the model, as well as maximum temperature ranges for the steel members and at the underside of the concrete slab. In addition, the report will also reference:

- Design Fire Scenarios and CFD Analysis – Report by Code Unlimited
- Structural Performance and Analysis – Report by MKA

The final report will provide the rationale and justification for “Alternative Materials, Design and Methods of Construction and Equipment” as permitted by §104.11 of the IBC. The final submission to the City of Redmond will be stamped by a Fire Protection Engineer and a Structural Engineer, both licensed in the State of Washington.

## APPENDIX A: BUILDING INPUT PARAMETERS

The following simulation input parameters are related to general building and environment conditions that remain constant in every design fire scenario. The structural fire engineering fire model will not include the activation of smoke detectors or sprinkler activation, nor the effects of a smoke control system. The table below describes the input parameters that will be used in the FDS simulation, along with the resource used to determine each parameter.

<b>INPUT PARAMETERS TABLE – BUILDING</b>			
	<b>PARAMETER</b>	<b>DESIGN FIRE</b>	<b>SOURCE</b>
1.	<i>Mesh size</i>	<i>1 ft x 1 ft x 1 ft</i>	<i>Preliminary mesh size; to be based on FDS simulation.</i>
2.	<i>Duration Factor</i>	<i>1 hour</i>	<i>Based on Type II-A construction, which requires the primary structural frame to maintain its integrity when exposed to a design fire for the duration of one hour.  (No credit will be taken for occupants exiting the building in less than one hour).</i>
3.	<i>Visibility Factor</i>	<i>8</i>	<i>Based on illuminated exit signs. Klotz, J. (2016). "Smoke Control." SFPE Handbook of Fire Protection, Fifth Edition, 1818.</i>
4.	<i>Interior Air Temperature</i>	<i>72 °F</i>	<i>ASHRAE Standard 55-2013, Thermal Environmental Conditions for Human Occupancy</i>
5.	<i>Exterior Air Temperature</i>	<i>N/A</i>	<i>The focus of this study is on interior structural elements. Effects of exterior air temperature are negligible for this analysis.</i>
6.	<i>Wind Direction &amp; Speed (July)</i>	<i>N/A</i>	<i>The focus of this study is on interior structural elements. Effects of wind are negligible for this analysis.</i>

## APPENDIX B: SOFA FIRE INPUT PARAMETERS

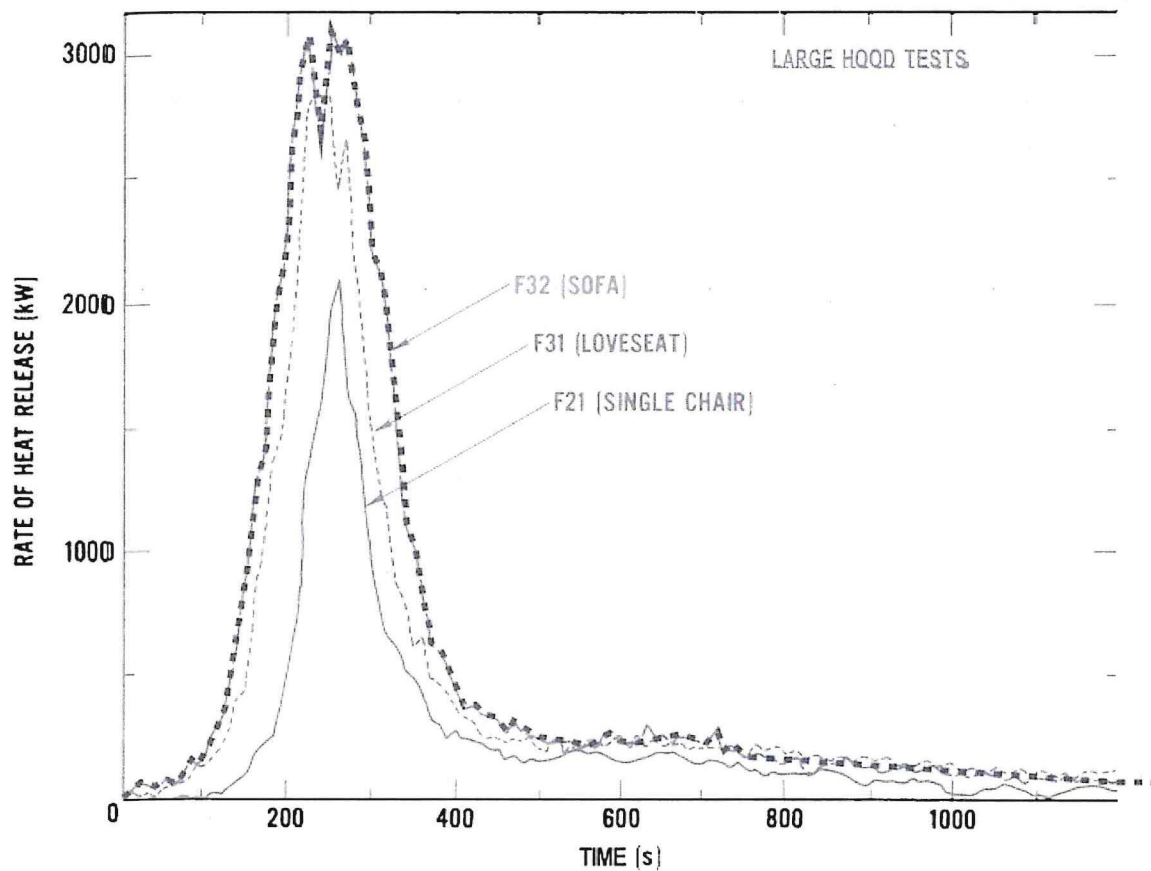
### BASIS OF PARAMETERS:

The following input parameters are for design fires that designate a sofa as the fuel package. The sofa fire will be modeled based off data from a full-scale fire test conducted under a furniture calorimeter as reported by the National Bureau of Standards.

### FIRE GROWTH:

The full-scale test, conducted as a non-sprinkler-controlled fire, produced a fast growth rate fire with a peak Heat Release Rate (HRR) of 3,200 kW with a published growth curve (see Figure 1).

The sofa in the proposed design fires are significantly larger than the three-cushioned test sofa. Therefore, the model will incorporate a sequential burn of the sofa based on the approximate HRR Per Unit Area (HRRPUA) rather than instantaneous ignition over the entire surface area of the furniture. The simulation will model realistic combustion of the sofa by modeling sequential ignition in increments. As a conservative measure, the point of ignition will be located at the center of the sofa to allow for fire spread in two directions, unless otherwise stated in the description of the design fire.



**Figure 1:** The HRR curve of a three-seated sofa from a full-scale fire test performed by the National Bureau of Standards was used as a basis for determining the fire parameters of a fire propagating along a large sofa.

## Building X – Structural Fire Engineering Fire Parameters Report

**SPRINKLER ACTIVATION:**

The Structural Fire Engineering models will not incorporate the effects of sprinkler activation in order to study the effectiveness of the structural system without considering active protection systems. This is a conservative analysis; in reality, sprinklers would activate, cooling the surrounding area, wetting adjacent surfaces, and taming the fire to a controlled burn, resulting in significantly less severe thermal loading on the structural system.

**INPUT PARAMETERS TABLE – SOFA FIRE**

	<b>PARAMETER</b>	<b>DESIGN FIRE</b>	<b>SOURCE</b>
1.	<i>Design Fire Size</i>	<i>HRRPUA Sofa: 1,750 kW/m<sup>2</sup></i>	<i>Established based on NBSIR 82-2604 'Upholstered Furniture Heat Release Rates Measured with A Furniture Calorimeter', Vytenis Babrauskas, J. Randall Lawson W. D. Walton, William H. Twilley, Table 2A, pg 30 (1982)</i>
2.	<i>Fire area</i>	<i>Sofa A: 60 ft<sup>2</sup> (5.57 m<sup>2</sup>) Sofa B: 117 ft<sup>2</sup> (10.87 m<sup>2</sup>) Composed of 3 ft x 1 ft slices to simulate sequential burn</i>	<i>Approximate dimensions of the worst-case large sofa, based on furniture in existing office buildings owned by the same tenant.</i>
3.	<i>Auto-ignition</i>	<i>0.4 kW/m<sup>2</sup> radiant heat flux (input into device for heat flux)</i>	<i>Based on FDS comparison testing to the full-scale fire test described in NBSIR 82-2604.  This is significantly more conservative than other referenced standards: the SFPE 2016 indicates a heat flux of 30 kW/m<sup>2</sup> for sofas and the NFPA 92 indicates a heat flux of 10 kW/m<sup>2</sup> for sofas.  SFPE. 2016. "Handbook of Fire Protection Engineering," Fifth Edition, pg. 586.  NFPA 92 §5.2.5.7 Standard for Smoke Control Systems</i>
4.	<i>Design fire location</i>	<i>Locations specified in Section 3.1.</i>	<i>Analysis performed by Code Unlimited.</i>



## Building X – Structural Fire Engineering Fire Parameters Report

**INPUT PARAMETERS TABLE – SOFA FIRE**

	<b>PARAMETER</b>	<b>DESIGN FIRE</b>	<b>SOURCE</b>
5.	<i>Fire growth rate</i>	<i>Follows NIST test curve until sprinklers activate (based on temperature at ceiling from model) then decreases linearly over next 30 seconds to 30 kW HRR. The fire is then held at 30 kW HRR for the remainder of model run after decrease.</i>	<i>NBSIR 82-2604 'Upholstered Furniture Heat Release Rates Measured with A Furniture Calorimeter', Vytenis Babrauskas, J. Randall Lawson W. D. Walton, William H. Twilley, pg 23 (1982)</i>
6.	<i>Peak HRR</i>	<i>To be determined.</i>	<i>To be based on FDS simulation.</i>
7.	<i>Reaction</i>	<i>Polyurethane</i>	<i>NBSIR 82-2604 'Upholstered Furniture Heat Release Rates Measured with A Furniture Calorimeter', Vytenis Babrauskas, J. Randall Lawson W. D. Walton, William H. Twilley, table 2A, pg 32 (1982)</i>
8.	<i>Soot yield</i>	<i>0.024</i>	<i>NBSIR 82-2604 'Upholstered Furniture Heat Release Rates Measured with A Furniture Calorimeter', Vytenis Babrauskas, J. Randall Lawson W. D. Walton, William H. Twilley, table 9, pg 37 (1982)</i>
9.	<i>CO yield</i>	<i>0.0012</i>	<i>NBSIR 82-2604 'Upholstered Furniture Heat Release Rates Measured with A Furniture Calorimeter', Vytenis Babrauskas, J. Randall Lawson W. D. Walton, William H. Twilley, table 2B, pg 31 (1982)</i>
10.	<i>Radiative Fraction</i>	<i>0.35</i>	<i>NFPA. 2008. "NFPA Fire Protection Handbook", Twentieth Edition, pg 3-156</i>
11.	<i>Critical Flame Temperature</i>	<i>1327 °C</i>	<i>NIST Special Publication 1019, "Fire Dynamics Simulator User's Guide", Sixth Edition. Table 17.23, p. 243</i>
12.	<i>Surface Temperature</i>	<i>TMPA (Ambient Temperature)</i>	<i>Based on FDS comparison testing to the full-scale fire test described in NBSIR 82-2604.</i>

## APPENDIX C: WOOD PANEL FIRE INPUT PARAMETERS

### BASIS OF PARAMETERS:

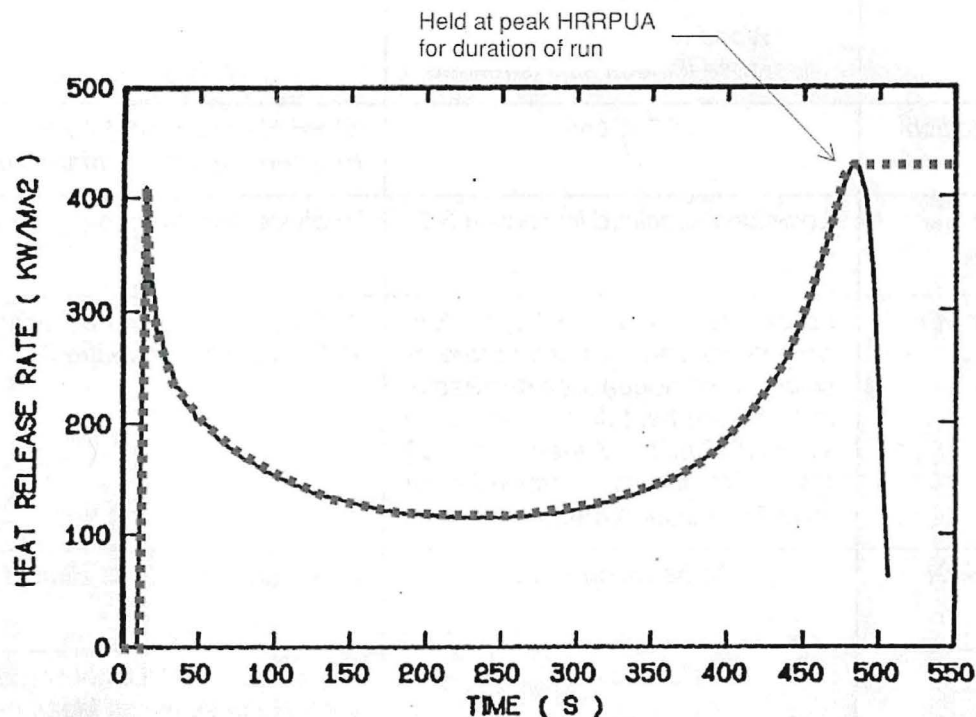
The following input parameters are for design fires that designate a wood panel backing Sofa B as the fuel package. The wood panels will be based off a fire test of a Douglas Fir particle board specimen conducted by the National Bureau of Standards.

### FIRE GROWTH:

The full-scale test, conducted as a non-sprinkler-controlled fire, produced a peak HRRPUA of 380 kW/m<sup>2</sup> and the study includes a published growth curve (see Figure 1).

Sofa B will include a plywood backing that contributes to the overall fuel array in that design fire scenario. Due to the size of the panel backing, the simulation will model a sequential burn based on the auto-ignition temperature of a similar species of wood, rather than instantaneous ignition over the entire surface of the panel.

The wood panel could be placed against a wall or other insulating surface that would disrupt the HRR decay of the panel board. Therefore, as a conservative measure in the model, wood species will be held at the peak HRRPUA for the duration of the model run (see Figure 1).



22. Calculated Heat Release Rate for Dry 12.7 mm Specimen of Douglas Fir Particle Board Exposed at an External Radiant Flux of 100 kW/m<sup>2</sup>

**Figure 1:** The HRRPUA curve of a Douglas Fir particle board specimen performed by the National Bureau of Standards was used as a basis for determining the fire parameters of a fire propagating along the wood panel.

## Building X – Structural Fire Engineering Fire Parameters Report

**SPRINKLER ACTIVATION:**

The Structural Fire Engineering Parameters memo will not incorporate the effects of sprinkler activation in order to isolate the effectiveness of the structural system without considering active protection systems. This is a conservative measure; in reality, sprinklers would activate, cooling the surrounding area, wetting adjacent surfaces, and taming the fire to a controlled burn.

The table below shows the input parameters that will be used in the FDS simulation along with the resource used to determine each parameter.

<b>INPUT PARAMETERS TABLE – WOOD PANEL FIRE</b>			
	<b>PARAMETER</b>	<b>DESIGN FIRE</b>	<b>SOURCE</b>
1.	<i>Design Fire Size</i>	<i>HRRPUA Wood: 430 kW/m<sup>2</sup></i>	<i>NBSIR 85-3163 'Douglas Fir Particle Board' William J. Parker, Figure 22, pg. 86 (1985)</i>
2.	<i>Fire area</i>	<i>Wood Panel*: 6.97m<sup>2</sup> (75 ft<sup>2</sup>) Composed of 1.0 ft-wide slices to simulate sequential burn  *Wood width and area will decrease if mesh size is refined</i>	<i>Approximate dimensions panel backing, expanded due to mesh size.</i>
3.	<i>Auto-ignition</i>	<i>17 kW/m<sup>2</sup></i>	<i>SFPE Handbook of Fire Protection Engineering, 2<sup>nd</sup> Edition, Figure 2-14.4</i>
4.	<i>Design fire location</i>	<i>Locations specified in Section 3.1.</i>	<i>Analysis performed by Code Unlimited.</i>
5.	<i>Fire growth rate</i>	<i>Follows test curve until sprinklers activate (based on temperature at ceiling from model) then decreases linearly over next 30 seconds to 30 kW HRR. The fire is then held at 30 kW HRR for the remainder of model run after decrease.</i>	<i>N85-3163 'Douglas Fir Particle Board' William J. Parker, figure 21, pg. 85 (1985)</i>
6.	<i>Peak HRR</i>	<i>To be determined.</i>	<i>To be based on FDS simulation.</i>
7.	<i>Reaction</i>	<i>Polyurethane  Most conservative reaction in a simulation fire with both sofa and wood elements.</i>	<i>NBSIR 82-2604 'Upholstered Furniture Heat Release Rates Measured with A Furniture Calorimeter', Vytenis Babrauskas, J. Randall Lawson W. D. Walton, William H. Twilley, table 2A, pg 32 (1982)</i>

## Building X – Structural Fire Engineering Fire Parameters Report

<b>INPUT PARAMETERS TABLE - WOOD PANEL FIRE</b>			
	<b>PARAMETER</b>	<b>DESIGN FIRE</b>	<b>SOURCE</b>
8.	<i>Soot yield</i>	0.024 <i>Most conservative soot yield in a simulation fire with both sofa and wood elements.</i>	<i>NBSIR 82-2604 'Upholstered Furniture Heat Release Rates Measured with A Furniture Calorimeter', Vytenis Babrauskas, J. Randall Lawson W. D. Walton, William H. Twilley, table 9, pg 37 (1982)</i>
9.	<i>CO yield</i>	0.0012 <i>Most conservative CO yield in a simulation fire with both sofa and wood elements.</i>	<i>NBSIR 82-2604 'Upholstered Furniture Heat Release Rates Measured with A Furniture Calorimeter', Vytenis Babrauskas, J. Randall Lawson W. D. Walton, William H. Twilley, table 2B, pg 31 (1982)</i>
10.	<i>Radiative Fraction</i>	0.35 <i>Most conservative radiative fraction in a simulation fire with both sofa and wood elements.</i>	<i>NFPA. 2008. "NFPA Fire Protection Handbook", Twentieth Edition, pg 3-156</i>
11.	<i>Critical Flame Temperature</i>	1327 °C	<i>NIST Special Publication 1019, "Fire Dynamics Simulator User's Guide", Sixth Edition. Table 17.23, p. 243</i>
12.	<i>Surface Temperature</i>	300 °C	<i>Conservative default parameter established by Pyrosim in edition 2018.3.1210.</i>



<b>Amendment No.</b> _____		Organization and Address	
Original Agreement Number		Phone:	
Project Number	Execution Date	Completion Date	
Project Title	New Maximum Amount Payable \$		
Description of Work			

The Local Agency of \_\_\_\_\_  
 desires to amend the agreement entered into with \_\_\_\_\_  
 and executed on \_\_\_\_\_ and identified as Agreement No. \_\_\_\_\_

All provisions in the basic agreement remain in effect except as expressly modified by this amendment.

The changes to the agreement are described as follows:

**I**

Exhibit A, SCOPE OF WORK, is hereby changed to read:

**II**

Exhibit B, WORK SCHEDULE, is amended to change the date for completion of the work to read:

**III**

Exhibit C, PAYMENT SCHEDULE, shall be amended as follows:

as set forth in the attached Exhibits, and by this reference made a part of this amendment.

If you concur with this amendment and agree to the changes as stated above, please sign in the appropriate spaces below and return to this office for final action.

By: \_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_  
 Consultant Signature

\_\_\_\_\_  
 Approving Authority Signature

\_\_\_\_\_  
 Date



Memorandum

Date: 2/15/2022

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

File No. CM 22-111

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	Assistant Fire Marshal
Fire	Angela Brown	Program Coordinator

**TITLE:**

Approval of Fee Schedule Amendment Related to Fire System Confidence Testing and Reporting

**OVERVIEW STATEMENT:**

Proposing penalties that will encourage timely inspection, testing, and maintenance of fire systems.

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:**

There are more than 3,000 fire life safety systems installed throughout the buildings in Redmond. The timely inspection, testing, maintenance (ITM), and reporting of results for these systems is required by the fire code and is essential in maintaining the effectiveness of these systems.

**OUTCOMES:**

While required by the fire code, properly maintained life safety systems increase the safety of building occupants;

decrease the risk of property loss, business interruption and other economic impacts related to fire events. These penalties will encourage building owners to schedule required inspections on time and contractors to submit inspection reports in a timely manner.

**COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:**

- **Timeline (previous or planned):**  
Prior to implementation of these penalties, provide outreach to building owners and contractors.
- **Outreach Methods and Results:**  
Direct contact to property owners/managers and contractors impacted by these fees through an electronic mailing and an online virtual Teams event invitation.
- **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:**

N/A

**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
N/A	Item has not been presented to Council	N/A

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**Date:** 2/15/2022

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

**File No.** CM 22-111

**Type:** Committee Memo

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**Proposed Upcoming Contact(s)**

<b>Date</b>	<b>Meeting</b>	<b>Requested Action</b>
3/1/2022	Business Meeting	Approve

**Time Constraints:**

N/A

**ANTICIPATED RESULT IF NOT APPROVED:**

Additional staff time and resources spent following up on buildings that have not been tested when required and reports that have not been submitted in a timely manner.

**ATTACHMENTS:**

Attachment A: Confidence Testing and Reporting Fee Resolution



**CITY OF REDMOND**  
**RESOLUTION NO. \_\_\_\_\_**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDMOND, WASHINGTON, AMENDING THE FIRE DEPARTMENT FEE SCHEDULE IN ORDER TO PROVIDE PENALTIES ASSOCIATED WITH FIRE SYSTEM INSPECTION, TESTING, MAINTENANCE AND REPORTING.

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Whereas, engineered fire systems in good working condition are among the most important components in any building for preserving lives, protecting property, and providing safety to first responders; and

Whereas, regular testing and maintenance of fire and life safety systems is required by the 2018 International Fire Code as adopted by the City of Redmond; and

Whereas, the proper inspection, testing, and maintenance of engineered fire systems improves the likelihood of proper operation during an emergency event; and

Whereas, Resolution No. 1073 of the City of Redmond adopted a schedule of fees, charges, and penalties related to the activities of the Redmond Fire Department; and

Whereas, the schedule adopted by Resolution No. 1073 has been previously amended through Resolution Nos. 1281, 1389, 1452, and 1536 in order to revise certain fee amounts and to establish other fees.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF REDMOND, WASHINGTON, HEREBY RESOLVES AS FOLLOWS:

Section 1.      Fee schedule amended. The Fire Department fee schedule adopted by Resolution No. 1073, as previously amended, is hereby further amended to add the following fees:

**9. Inspection, Testing, and Maintenance of Fire Systems and Other Fire Service Features**

a) **Failure by building owner or designee to test or maintain fire systems or features within time frames established by the Redmond Fire Code shall be subject to the following penalties:**

- **Testing completed 30-60 days beyond due date: \$25/per system**
- **Testing completed 61 days or greater beyond due date: \$50/per system**

b) **Failure by inspection and testing company to submit reports of testing and maintenance in accordance with the Redmond Fire Code within 14 days of the test date shall be subject to the following penalties:**

- **Report submitted 15-30 days from date of inspection: \$10/per report**

- Report submitted 31 or more days from date of inspection: \$20/per report

ADOPTED by the Redmond City Council this \_\_\_\_\_ day of \_\_\_\_\_  
\_\_\_\_\_, 20XX.

APPROVED:

\_\_\_\_\_  
ANGELA BIRNEY, MAYOR

ATTEST:

\_\_\_\_\_  
CHERYL XANTHOS, MMC, CITY CLERK

(SEAL)

FILED WITH THE CITY CLERK:  
PASSED BY THE CITY COUNCIL:  
RESOLUTION NO:



Memorandum

Date: 2/15/2022

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

File No. CM 22-110

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	Assistant Fire Marshal
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**TITLE:**

Adoption of Ordinance RMC 9.52 Relating to the Misuse of 911 Emergency Call System

**OVERVIEW STATEMENT:**

This ordinance is to provide the ability for cost recovery related to the misuse of 911 emergency call system.

Additional Background Information/Description of Proposal Attached

**REQUESTED ACTION:**

Receive Information       Provide Direction       Approve

**REQUEST RATIONALE:**

- **Relevant Plans/Policies:**  
N/A
- **Required:**  
Ordinances required City Council approval.
- **Council Request:**  
N/A
- **Other Key Facts:**  
Recent excessive misuse of the 911 call system for non-emergency events has engaged and expended limited public safety resources.

**OUTCOMES:**

This ordinance allows for cost recovery related to the gross misuse of the 911 emergency call system. The intent is to encourage the use of non-emergency resources provided by fire and police including services offered by Mobile Integrated Health (MIH).

**COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:**

- **Timeline (previous or planned):**  
N/A
- **Outreach Methods and Results:**  
Outreach and education will be provided by fire and police personnel to individuals who are identified as high frequency users of the 911 call system for non-appropriate situations.
- **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:**  
N/A

**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
N/A	Item has not been presented to Council	N/A

**Proposed Upcoming Contact(s)**

Date	Meeting	Requested Action
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**Date:** 2/15/2022

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

**File No.** CM 22-110

**Type:** Committee Memo

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3/1/2022	Business Meeting	Approve
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**Time Constraints:**

N/A

**ANTICIPATED RESULT IF NOT APPROVED:**

Continued expenditures of limited public safety resources without the ability to recover associated costs.

**ATTACHMENTS:**

Attachment A: Code Ordinance Proposal RMC 9.52

CODE

**CITY OF REDMOND**  
**ORDINANCE NO. \_\_\_\_\_**

AN ORDINANCE OF THE CITY OF REDMOND,  
WASHINGTON, ADDING RMC 9.52, MISUSE OF 911  
EMERGENCY CALL SYSTEM TO PROVIDE DEFINITIONS  
AND PENALTIES FOR THE MISUSE OF 911 EMERGENCY  
SERVICES

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Whereas, the Revised Code of Washington 9A.84.040 defines false reporting as knowingly submitting a false report that is likely to cause an emergency response via the activation of the 911 emergency call system; and

Whereas, responding to such false reports increases the risk of harm to the general population as well as the emergency responders; and

Whereas, such responses needlessly engage and expend limited public safety resources.

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.      Addition of Sub-Section.      RMC 9.52, Misuse of 911 Emergency Call System, is hereby adopted to read as follows:

**Chapter 9.52, MISUSE OF 911 EMERGENCY CALL SYSTEM**

A. Purpose. This chapter is intended to reduce the number of false requests for emergency assistance or similar misuse of the 911 emergency response system which occur within the city and result in waste of city resources or the creation of a public safety risk by providing for corrective administrative action, to include potential certain penalties for such misuse.

B. Definitions. The following persons or words used in this chapter shall be defined as set forth in this section:

1. "Person" includes any natural person, partnership, joint stock company, unincorporated association of society, or corporation of any character whatsoever; and

2. "Misuse of the 911 system" is a request for emergency response when no actual emergency exists and when the caller does not have a good faith basis to request emergency assistance. This definition includes false reporting, as that term is defined under RCW 9A.84.040, and telephone harassment, as that term is defined under RCW 9.61.230. This chapter shall not be applicable to mechanical activations of request for assistance, nor shall it be interpreted to impose



liability on any person who makes a good faith request for emergency assistance based on a reasonable, factual basis that an emergency situation exists.

3. Misuse of the 911 system - Designated: It shall be unlawful for any person to misuse the 911 system. It shall be an affirmative defense that the person charged has a good faith, reasonable, factual basis for the request.

4. Notice and Penalties. Violations of this chapter are subject to the general penalty imposed by RMC 1.01.110. In addition to such penalty, the city may impose the following administrative sanctions upon any person who misuses the emergency response system:

a. Upon response to a premises at which a request for emergency assistance has been made by misuse of the 911 system, notice of the conditions and requirements of this chapter shall be given to the person requesting emergency assistance. The notice shall indicate the penalty imposed by this chapter.

b. Unless otherwise provided in this chapter or by state statute adopted by reference, any person violating any provision of this chapter may be required to reimburse the city for the actual cost of

**emergency response with a minimum duration of no less than one hour.**

Section 3.      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 4.      Effective date.      This ordinance shall become effective five days 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  
\_\_\_\_\_, 20XX.

CITY OF REDMOND

\_\_\_\_\_  
ANGELA BIRNEY, MAYOR

ATTEST:

\_\_\_\_\_  
CHERYL XANTHOS, MMC, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

\_\_\_\_\_  
JAMES HANEY, CITY ATTORNEY

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



Memorandum

Date: 2/15/2022

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

File No. CM 22-106

Type: Committee Memo

TO: Choose an item.

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	Assistant Fire Marshal
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**TITLE:**

Fire Save v. Loss Report (Q4, 2021)

**OVERVIEW STATEMENT:**

This presentation provides a summary of fire incidents and an overview of fires investigated during the fourth quarter of 2021.

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 fourth quarter of 2021.
  - 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:**  
N/A

**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
N/A	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

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**Date:** 2/15/2022

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

**File No.** CM 22-106

**Type:** Committee Memo

---

**Time Constraints:**

NA

**ANTICIPATED RESULT IF NOT APPROVED:**

N/A

**ATTACHMENTS:**

Attachment A: Fire Save v. Loss (Q4, 2021)

# Fire Summary Report

## Save vs. Loss Q4-2021

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Committee of the Whole – Public Safety  
February 15, 2022



# Purpose

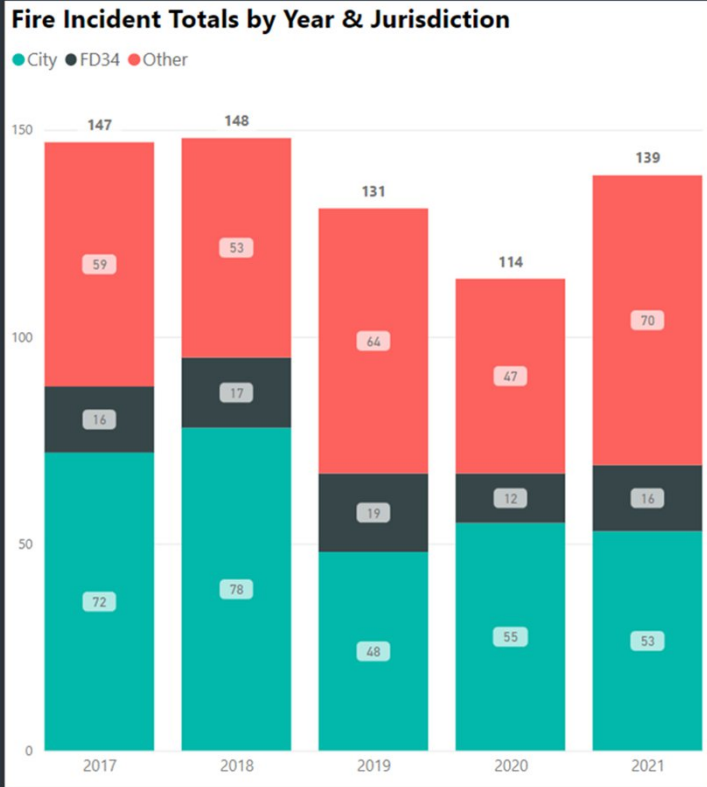


This presentation provides a summary of fire incidents and an overview of fires investigated in the fourth quarter of 2021.





# Fire Incidents by NFIRS\* Code (Q4)



### Fire Incidents by NFIRS Code & Year

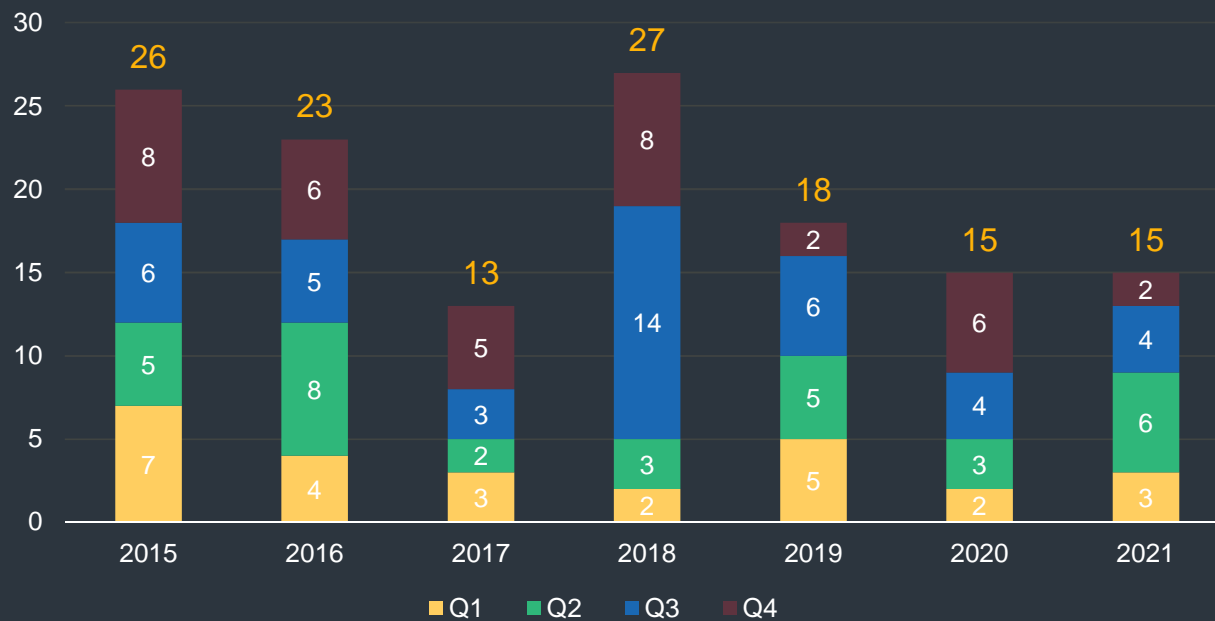
Code	2017	2018	2019	2020	2021
100 - Fire, other	30	20	27	18	19
111 - Building fire	45	52	55	37	44
112 - Fires in structure other than in a building	2	2		1	3
113 - Cooking fire, confined to container	21	24	11	15	19
114 - Chimney or flue fire, confined to chimney or flue	5	2	1	2	3
117 - Commercial Compactor fire, confined to rubbish	1				
118 - Trash or rubbish fire, contained		3	2	3	3
130 - Mobile property (vehicle) fire, other		3	1	1	2
131 - Passenger vehicle fire	20	14	10	6	14
132 - Road freight or transport vehicle fire		2	1	1	
136 - Self-propelled motor home or recreational vehicle		1		1	
137 - Camper or recreational vehicle (RV) fire	2				
150 - Outside rubbish fire, other	2	2	6	5	8
151 - Outside rubbish, trash or waste fire	5	9	9	7	3
153 - Construction or demolition landfill fire					1
154 - Dumpster or other outside trash receptacle fire	5	11	5	7	9
155 - Outside stationary compactor/compacted trash fire			1		
160 - Special outside fire, other	5	2	2	8	7
162 - Outside equipment fire	4	1		2	4
<b>Total</b>	<b>147</b>	<b>148</b>	<b>131</b>	<b>114</b>	<b>139</b>

\*National Fire Incident Reporting System

# Investigated Fires



Year at a Glance  
2015 - 2021



# Fire Investigation Summaries



## Multi-Family Residential

- Date: 10/15/2021
- Property value saved: 100%
  - Est. Structure Loss: \$0
  - Value: \$7,166,300
  - Small fire in cabinet, suspected arson
- Confined to room of origin
- Fire extinguished by RFD





# Fire Investigation Summaries

## Multi-Family Residential

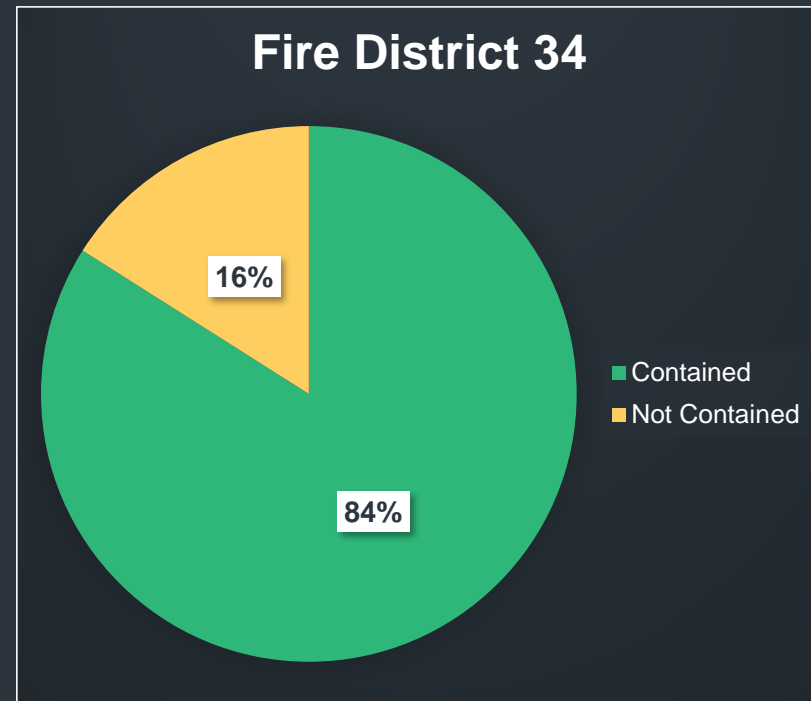
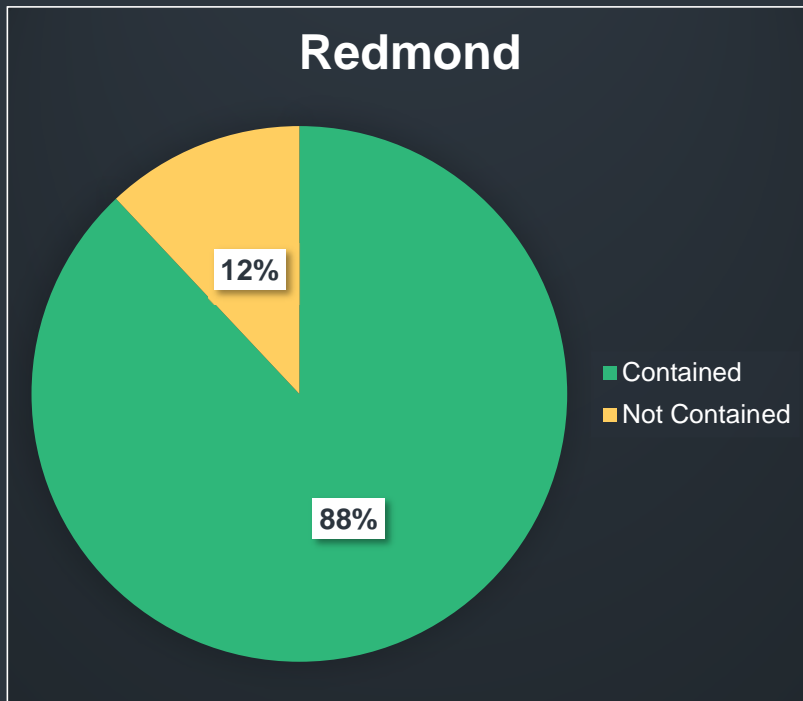
- Date: 12/13/2021
- Property value saved: 99.3%
  - Est. Structure Loss: \$9,000
  - Value: \$1,311,015
- Not confined to room of origin
- Fire extinguished by occupant with portable extinguisher





# Average % Contained to Origin

The charts below display the average for fire incidents that were contained to room or object of origin between January 2018 – December 2021.





# Thank You

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Any Questions?  
AFM Rich Gieseke  
[rgieseke@redmond.gov](mailto:rgieseke@redmond.gov)





Memorandum

Date: 2/15/2022  
Meeting of: Committee of the Whole - Public Safety and Human Services

File No. CM 22-101  
Type: Committee Memo

TO: Committee of the Whole - Public Safety and Human Services  
FROM: Mayor Angela Birney  
DEPARTMENT DIRECTOR CONTACT(S):

Executive	Malisa Files, COO	425-556-2166
Fire	Adrian Sheppard, Fire Chief	425-556-2201
Police	Darrell Lowe, Police Chief	425-556-2529

DEPARTMENT STAFF:

N/A	N/A	N/A
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TITLE:  
Public Safety Funding Plan Milestones

OVERVIEW STATEMENT:

As part of the 2021-2022 Budget, staff spoke to the City Council about the need to engage in focused discussions around the need for additional police and fire funding in relationship to the 2007 Levy Lid lift. Since that time, Redmond is engaging community members on a Sounding Board to provide input, feedback, perspectives, and recommendations relevant to the ongoing development of a City of Redmond Public Safety funding plan that potentially may lead to a property tax levy proposal to voters in November 2022. Attachment A provides a communications timeline leading up to a potential November 2022 ballot measure.

Additional Background Information/Description of Proposal Attached

REQUESTED ACTION:

Receive Information       Provide Direction       Approve

REQUEST RATIONALE:

- **Relevant Plans/Policies:**  
Relevant plans include the Community Strategic Plan and the Fire and Police Strategic Plans.
- **Required:**  
Property Tax Levy Lid Lift measures are governed under the Revised Code of Washington (RCW) 84.55.
- **Council Request:**  
N/A
- **Other Key Facts:**  
The current 2007 Public Safety Levy Lid Lift has lost buying power due to the 1% growth cap on property taxes.

Future public safety needs to support a growing city will also be considered.

**OUTCOMES:**

In addition to looking at the needs associated with the 2007 Public Safety Levy Lid Lift, an analysis of current and future funding for public safety services will include items such as light rail security, mental health, mobile integrated health, fire coverage, and body worn cameras.

**COMMUNITY/STAKEHOLDER OUTREACH AND INVOLVEMENT:**

- **Timeline (previous or planned):**  
Please see Attachment A.
- **Outreach Methods and Results:**  
The City has recruited a Public Safety Funding Plan Sounding Board made up of 10 community members. Other outreach will include a public safety survey, outreach to community organizations, and social media.
- **Feedback Summary:**  
Council will be updated on community input throughout the project, with the first review scheduled for the April -May timeframe.

**BUDGET IMPACT:**

**Total Cost:**

Currently the City is using an on-call communications contract to work with S & A Associates to provide communications expertise.

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:**

Staff may need to amend the current on-call contract with S & A Associates to assist with increased communications up to the time the property tax measure goes on the ballot in November.

**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
3/15/2022	Committee of the Whole - Public Safety and Human Services	Receive Information
4/19/2022	Committee of the Whole - Public Safety and Human Services	Receive Information
5/10/2022	Study Session	Receive Information

**Time Constraints:**

Should the City decide to pursue a property tax levy lid lift for public safety services, the City Council will need to pass a resolution to place the measure on the ballot by August 2, 2022.

**ANTICIPATED RESULT IF NOT APPROVED:**

N/A

**ATTACHMENTS:**

Attachment A: Public Safety Funding Plan Milestones

# Public Safety Plan Milestones

