

RESOLUTION NO. 3003

A RESOLUTION OF THE CITY OF BONNEY LAKE, PIERCE COUNTY, WASHINGTON, AUTHORIZING THE CHIEF OF POLICE TO SIGN AN INDEPENDENT CONTRACTOR AGREEMENT WITH PHOEBE MULLIGAN, LICSW TO PROVIDE PEER SUPPORT TRAINING, MENTAL HEALTH SUPPORT SERVICE TO POLICE OFFICERS AS NEEDED AND DEPARTMENT TRAINING AS REQUESTED AND AGREED UPON.

WHEREAS, Bonney Lake Police Department has a large investment in our police officers; and

WHEREAS, health and well-being of our police officers is of the utmost importance; and

WHEREAS, the contract with Phoebe Mulligan, LICSW, will provide training and resources to assist our officers with the impacts of their job.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF BONNEY LAKE, WASHINGTON DOES RESOLVE AS FOLLOWS:

Section 1. The chief is hereby authorized to sign the Independent Contractor Agreement with Phoebe Mulligan, LICSW.

PASSED BY THE CITY COUNCIL this __25th__ day of January, 2022

DocuSigned by:
Michael McCullough
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Michael McCullough, Mayor

AUTHENTICATED:
DocuSigned by:
Sadie A. Schaneman
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Sadie Schaneman, CMC, City Clerk

INDEPENDENT CONTRACTOR AGREEMENT

This contract for services is made effective as of February 1, 2022, by and between the City of Bonney Lake Police Department of 18421 Veterans Memorial Dr. E., Bonney Lake, WA 98391 and Phoebe Mulligan, LICSW (#LW60170219) of 3223 Deer Island Drive E Lake Tapps, WA 98391.

WHEREAS, Bonney Lake Police Department desires to have certain services provided by Phoebe Mulligan for its peer support and training program, and Phoebe Mulligan agrees to perform such services under the terms and conditions set forth in this Agreement; **THEREFORE**, inconsideration of the mutual covenants and promises contained in this Agreement. Bonney Lake Police Department and Phoebe Mulligan agree as follows:

- 1. DESCRIPTION OF SERVICES.** Beginning on February 1, 2022, Phoebe Mulligan, LICSW will provide to the City of Bonney Lake Police Department the following services (collectively, the “services”):
 - Assist with training of the peer support team
 - Provide mental health support services as needed (preparation for incident debriefs, critical incident stress debriefing, individual meeting/support)
 - Training as requested and agreed upon

- 2. DURATION OF AGREEMENT.** This contract is ongoing and may be terminated at any point by either party. Cancellation of this contract requires a 30-day written notice from either party which will be hand-delivered or sent via U.S. mail, certified mail, postage prepaid to the addresses listed above.

- 3. PAYMENT.** Bonney Lake Police Department will pay Phoebe Mulligan a rate of \$150 per hour. Payments to Phoebe Mulligan for services will be made no later than 15 days following the submission of an invoice for services. Bonney Lake Police Department will not pay for any additional hours beyond the approved amount for each identified service. Bonney Lake Police Department will provide no other compensation or benefits to Phoebe Mulligan except as specifically identified in this Agreement.

- 4. TAXES.** Phoebe Mulligan is solely responsible for the proper withholding and timely payment of all taxes owed as a result of work performed under this agreement, whether local, state or federal, including but not limited to federal income tax liability, self-employment tax, and social security (FICA) tax. Bonney Lake Police Department shall not under any circumstances deduct any taxes from payments. Phoebe Mulligan agrees to indemnify and hold harmless, Bonney Lake Police Department, in the even that Phoebe Mulligan fails to withhold or pay any applicable taxes or contributions associated with this Agreement. At Bonney Lake Police Department’s request, Phoebe will furnish a certificate or other evidence of her compliance, with all local and federal laws regarding such withholdings or contributions.

- 5. INDEPENDENT CONTRACTOR RELATIONSHIP OF PARTIES.** Bonney Lake Police Department and Phoebe Mulligan intend and understand that an independent contractor relationship exists and is created by this Agreement. Bonney Lake Police Department is interested primarily in the results to be achieved by Phoebe Mulligan and the conduct and control of the work will rest solely with Phoebe Mulligan. Phoebe Mulligan agrees to perform such services to the best of her ability and to the satisfaction of Bonney Lake Police Department. It is understood by both parties that Bonney Lake Police Department does not agree to use Phoebe Mulligan exclusively and may choose to contract with other providers for similar services. Likewise, Phoebe Mulligan is free to contract for similar performance of services with other entities while under agreement with Bonney Lake Police Department. In this regard, Phoebe Mulligan will not assign Bonney Lake Police Department designated work or projects to other individuals without prior notification and disclosure to Bonney Lake Police Department.
- 6. CONFIDENTIALITY.** For the duration of this Agreement and thereafter, Phoebe Mulligan agrees to keep the terms and conditions of this Agreement confidential, as well as other confidential and/or proprietary information obtained through her services to Bonney Lake Police Department, and shall not disclose such confidential information to any other person without a need to know, and without prior notification to and express authorization from Bonney Lake Police Department.
- 7. INTERPRETATION.** If for any reason any provision or terms of this Agreement is found by a court of proper jurisdiction be invalid or unenforceable, such determination shall not affect or alter any other part of this Agreement, and the remaining provisions shall remain in full force and effect.
- 8. GOVERNING LAW AND VENUE.** This Agreement shall in all respects be subject to and governed by the internal laws of the State of Washington, and not its law of conflicts. The parties agree that any legal action related to this Agreement will be filed and heard in Pierce County, WA.
- 9. ENTIRE AGREEMENT.** This Agreement contains the entire agreement and understanding by and between Bonney Lake Police Department and Phoebe Mulligan with respect to the performance of services by Phoebe Mulligan. Representations, promises, agreements or understanding not contained in this Agreement, either written or oral, shall have no force or effect.
- 10. INSURANCE REQUIREMENTS.** Phoebe Mulligan is required to provide her own Professional and General Liability Insurance Coverage and will provide the agency with a current copy of the insured certificate. Phoebe Mulligan must also have a credential in good standing at all time during this contract.

IN WITNESS WHEREOF, Bonney Lake Police Department and Phoebe Mulligan have willingly and voluntarily signed this Agreement.

Phoebe Mulligan, LICSW

Signature DocuSigned by:
Phoebe Mulligan
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EIN: 83-3964179

Professional License #: LW60170219

Date 1/25/2022 | 8:38 PM PST

Bonney Lake Police Department

Bryan Jeter, Chief of Police

Signature DocuSigned by:
Bryan Jeter
634EAA4BE7434B1...

Date 1/26/2022 | 7:30 AM PST