



Pleasant View City Council

Meeting Agenda

Tuesday, October 24, 2023

6:00 p.m.

6:00 P.M. 1. **Introduction.**

- a. Pledge of Allegiance and Opening Prayer, Reading or Expression of Thought:
(*Councilmember Steve Gibson*)
- b. Declaration of Conflicts of Interest
- c. Public Comments/Questions for the Mayor & Council (limited to 3 minutes)

6:05 P.M. 2. **Consent Items.**

- a. Minutes of October 10, 2023.

6:10 P.M. 3. **North View Business Alliance.** Presentation by Jason Hadley.

6:20 P.M. 4. **Amended Agreement with Weber County for Security Cameras Reimbursement.** Discussion and possible action to approve an amended Interlocal Agreement with Weber County for Security Cameras Reimbursement in the amount of \$3,083.55.
(*Presenter: Laurie Hellstrom*)

6:25 P.M. 5. **Employee Assistance Program Agreement.** Discussion and possible action to enter into an Agreement with IHC Health Services, Inc. for Employee Assistance Program.
(*Presenter: Laurie Hellstrom*)

6:30 P.M. 6. **Award Bid for City Building Deck.** Discussion and possible consideration to award the City Building Deck Project. (*Presenter: Amy Mabey*)

6:40 P.M. 7. **Amend scheduled November 2023 City Council Meetings.** Discussion and possible consideration to amend the scheduled November 2023 City Council Meetings to November 14th & 28th from November 7th & 21st.

6:45 P.M. 8. **Closed Meeting.** Consideration for a closed meeting pursuant to one or more of the provisions of the Utah Open and Public Meetings Law, Utah Code § 52-4-205(1).

9. **Other Business**

10. **Adjournment**

Public Notice is hereby given that the City Council of Pleasant View, Utah will hold a Public Meeting in the city office at 520 West Elberta Dr. in Pleasant View, Utah on Tuesday, October 24, 2023, commencing at 6:00 PM.

In compliance with the Americans with Disabilities Act, persons needing auxiliary services for these meetings should call the Pleasant View City Office at 801-782-8529, at least 24 hours prior to the meeting.

The City Council at its discretion may change the order and times of the agenda items.

**MINUTES OF THE REGULAR MEETING OF THE
CITY COUNCIL OF PLEASANT VIEW CITY, UTAH**

October 10, 2023

The public meeting was held at City Hall, 520 W Elberta Drive, Pleasant View, Utah, commencing at 6:00 P.M.

MAYOR:

Leonard Call

COUNCILMEMBERS:

Ann Arrington

Steve Gibson

David Marriott

Philip Nelsen

Sara Urry

STAFF:

Laurie Hellstrom

Ryon Hadley

Tyson Jackson

VISITORS:

Paul Pitcher

Elaine Pitcher

Dana Shuler

1. Introduction.

a. Pledge of Allegiance and Opening Prayer, Reading or Expression of Thought
(Councilmember Dave Marriott).

b. Declaration of Conflicts of Interest
None given.

c. Public Comments/Questions for the Mayor & Council (limited to 3 minutes)
None given.

2. Consent Items.

a. Bills of Pleasant View City

b. Minutes of September 12, 2023 (open and closed) and September 26, 2023 (open and two closed).

Motion was made by CM Gibson to approve the consent items (bills of Pleasant View City and the minutes of September 12, 2023 (open and closed) and September 26, 2023 (open and two closed). 2nd by CM Marriott. Voting Aye: CM Arrington, CM Gibson, CM Marriott, CM Nelsen and CM Urry. 5-0

3. Final Subdivision Acceptance for Osage Court. Discussion and possible consideration to grant final subdivision acceptance to Osage Court and to end the guarantee period. (Presenter: Amy Mabey)

Amy Mabey: this is at the recommendation of the city engineer and they have deemed appropriate. Tyson Jackson: this subdivision is located at 1325 W Hwy 89.

Motion was made by CM Gibson to accept final subdivision acceptance for Osage Court that everything is done. 2nd by CM Urry. Voting Aye: CM Arrington, CM Gibson, CM Marriott, CM Nelsen and CM Urry. 5-0

Voting Aye: CM Arrington, CM Gibson, CM Marriott, CM Nelsen and CM Urry. 5-0

4. Award City Hall Beautification and Drought Resiliency Project. Discussion and possible consideration to award the City Hall Beautification and Drought Resiliency Project. (Presenter: Tyson Jackson)

Tyson Jackson: this is to do our part in the conservation effort. This is around the veteran's monument. There were 3 bids out of 30. There was a low of \$80k and a high at \$238K. The plan was reviewed. CM Gibson: can they set the veteran pavers? We will have a tribute wall. Tyson Jackson: there can be a change order. This item is contingent on the budget amendment. It should be done by the end of the season. Mayor Call: we can award the bid then negotiate a change order and substitute plants for edging.

Motion was made by CM Arrington to award the City Hall Beautification and Drought Resiliency Project to Earthworks Landscaping Services in the amount of \$80,429.00 with the understanding there may be a change order for granite pavers. 2nd by CM Gibson. Voting Aye: CM Arrington, CM Gibson, CM Marriott, CM Nelsen and CM Urry. 5-0

5. Public Hearing – Amend Budget. Discussion and possible consideration to amend the 2023-2024 fiscal year budget. Resolution 2023-L. (Presenter: Laurie Hellstrom)

Motion was made by CM Nelsen to go into a public hearing to consider amending the budget. 2nd by CM Arrington. Voting Aye: CM Arrington, CM Gibson, CM Marriott, CM Nelsen and CM Urry. 5-0

Mayor Call: any comments from the public? None given.

Motion was made by CM Nelsen to end the public hearing. 2nd by CM Arrington. Voting Aye: CM Arrington, CM Gibson, CM Marriott, CM Nelsen and CM Urry. 5-0

Each item in Resolution 2023-L was reviewed and discussed.

Motion was made by CM Gibson to table item #5 until after items #6 & #7. 2nd by CM Marriott. Voting Aye: CM Arrington, CM Gibson, CM Marriott, CM Nelsen and CM Urry. 5-0

Motion made after #6 & #7: Motion was made by CM Gibson to adopt Resolution 2023-L as stated. 2nd by CM Arrington. Voting Aye: CM Arrington, CM Gibson, CM Marriott, CM Nelsen and CM Urry. 5-0

6. Leased Police Vehicles. Discussion and possible consideration for final payment of three Police Department vehicle leases to Zions Bankcorporation in the amount of \$94,606.16. (Presenter: Ryon Hadley)

Mayor Call: this is a loan to self to pay off Zions and not sell the vehicles yet. Bancorp gives us all the money that they are sold for. CM Gibson: are the replacement leases here? Ryon Hadley: yes. CM Gibson: are they three-year leases? Ryon Hadley: yes. Mayor Call: we have a financial obligation to Zions. Based on timing Bancorp can't sell. We need to amend the budget and later amend the revenue to put the sale money back in. CM Marriott: does anyone know the appraised value? Mayor Call: no. Just an estimate. Ryon Hadley: this was a two-year fluke.

Motion was made by CM Gibson to approve item #6 (final payment of the 3 police department vehicle leases to Zions Bankcorporation in the amount of \$94,606.16) pending the budget amendment in item #5. 2nd by CM Arrington. Voting Aye: CM Arrington, CM Gibson, CM Marriott, CM Nelsen and CM Urry. 5-0

7. Front Deck of City Building. Discussion regarding issues with front deck of Pleasant View City Building. (Presenter: Tyson Jackson)

Tyson Jackson: this is a clarification. I have heard different opinions. We thought we would demo it and have a structural engineer put together a project. This is not in my well house. We

ordered barricades for the office. We have not heard of any complaints with this setup. Mayor Call: we need to figure out what is there. I am guessing we will need to replace the two ends of the deck and the decking but not the support beams. Assuming the center will be fine. I would take a conservative approach and just fix what is wrong and redo the surface. It would take a crew of 4 to 5 to pop-off the tiles and look at the beam structure. We are calling this an emergency project to get the office opened. We can talk about a total redo but the emergency is the deck. CM Marriott: can we look under the deck for water damage? CM Gibson: the tiles are not glued down. I could have the tiles off. I call Decker and we could have an epoxy surface for \$16K but no demo. I will help. Tyson Jackson: the subfloor is gone on the east side. CM Arrington: are we extending the roof out for offices? Is safety an issue or not? I don't want to put a lot of funds into it. CM Gibson: two to three feet is rotten but you won't fall in. CM Marriott: just fix the problem. Tyson Jackson: I got some bids. We have just added precautions for a safe place to enter and protect us from liabilities. CM Gibson: we can evaluate this on our own. Tyson Jackson: the wraps were waterproof. Mayor Call: we can approve a budget amount but not spend it all.

8. Closed Meeting. Consideration for a closed meeting pursuant to one or more of the provisions of the Utah Open and Public Meetings Law, Utah Code § 52-4-205(1).

No closed meeting.

9. Other Business

Ryon Hadley: Officer Done received a Softball Hall of Fame in Vegas from the National Police League. Mayor Call: we should have a write-up in our newsletter. Ryon Hadley: we are setting up the safe exchange zone.

Tyson Jackson: Stripping will be done this week. The ballot box was relocated. The drop box is in the same place. CM Gibson: I bet the new ramp is steeper. Mayor Call: the rails need painting before the weather is bad. Tyson Jackson: the crew has bought the supplies for that. We are working on property acquisitions.

Amy Mabey: we had a meeting with Farr West on the development in both cities.

CM Arrington: I got a call from a resident on 500 W who is frustrated with a huge power box in her yard and asked about a wrap. Can we help? Wraps cost \$1,050. CM Nelsen: people don't realize what utility easements are. Mayor Call: do we wrap all the boxes? Be careful. Amy Mabey: I have a contact at Rocky Mountain Power if there is any help they can give or RAMP? CM Nelsen: at minimum share the cost to help. CM Urry: it is taxpayer money.

CM Urry: there is a RAMP meeting on October 23rd. October 21st is the Pumpkin Palooza.

10. Adjournment: 7:30 P.M.

**FIRST AMENDMENT TO THE INTERLOCAL AGREEMENT
BETWEEN WEBER COUNTY AND PLEASANT VIEW CITY
FOR THE USE OF SECURITY CAMERAS**

THIS FIRST AMENDMENT TO THE INTERLOCAL AGREEMENT BETWEEN WEBER COUNTY AND PLEASANT VIEW CITY FOR THE USE OF SECURITY CAMERAS ("First Amendment") amends certain provisions of the Interlocal Agreement Between Weber County and Pleasant View City for the Use of Security Cameras ("Original Agreement") and is made and entered by and between Weber County, a body politic, corporate and political subdivision of the State of Utah, hereinafter "County", with its main offices located at 2380 Washington Blvd., Pleasant View, Utah 84401, and Pleasant View City, a municipal corporation, hereinafter "City" with its main office at 2549 Washington Blvd, Pleasant View, UT 84401.

R E C I T A L S:

A. County was granted additional funding from the State of Utah to implement 24-hour video surveillance of each unattended ballot drop box within Weber County; and

B. County wishes to use a portion of this funding to increase the reimbursement amount to the City as provided in Section 1.05 of the Original Agreement; and

C. City wishes to receive this additional reimbursement, because the costs incurred by City in providing video surveillance under the Original Agreement have exceeded the original reimbursement amount.

NOW, THEREFORE, the Parties hereby agree to amend the Original Agreement pursuant to the following:

1. Recitals. The above recitals are incorporated into the Original Agreement by reference and made a part thereof.

2. Text Amendment. Section 1.05 of the Original Agreement is hereby amended to read exactly as follows:

1.05 In Consideration for the services provided by the City to the County, as described in this Agreement, the County shall provide a one-time reimbursement to the City up to \$4,708.35 for a new camera, installation of a camera, moving of a camera or other applicable costs. To qualify for reimbursement, such costs must be necessary for the City to fulfill its obligations under this Agreement. The City must submit a reimbursement request to the County Clerk/Auditor by June 1st, 2022, and must include a receipt or invoice for the equipment or services that comply with this agreement.

3. No Further Modifications. Except as modified by this First Amendment, the remaining terms and conditions of the Original Agreement shall remain unmodified and in full force and effect, and the Parties hereby ratify all other provisions in the Original Agreement.

4. Counterparts and Facsimile. This First Amendment may be executed in counterparts and by facsimile capable of issuing a confirming receipt. Each such counterpart and facsimile, when taken together, shall be considered the entire First Amendment of the Original Agreement.

IN WITNESS WHEREOF, the County and the City have executed this Agreement to be effective upon proper execution by both parties.

DATED this ____ day of _____, 2023.

BOARD OF COUNTY COMMISSIONERS
OF WEBER COUNTY

By _____
Gage Froerer, Chair

Commissioner Froerer voted _____
Commissioner Harvey voted _____
Commissioner Bolos voted _____

ATTEST:

Ricky Hatch, CPA
Weber County Clerk/Auditor

PLEASANT VIEW CITY

By _____

Name: _____

Title: _____



Employee Assistance Program Agreement

Intermountain's Notice Information: IHC Health Services, Inc. Attention: Rachel Warner Address: Intermountain Health 36 South State Street Salt Lake City, Utah 84111 E-mail: rachel.warner@imail.org	Employer's Notice and Billing Information: Employer Name: Pleasant View City Attention: Laurie Hellstrom Billing Address: Pleasant View City 520 W. Elbert Drive Pleasant View, UT 84414 Email: lhellstrom@pleasantviewcity.com
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IHC Health Services, Inc., a Utah nonprofit corporation on behalf of the Intermountain Employee Assistance Program (herein referred to as "Intermountain"), and Pleasant View City ("Employer") (collectively referred to as the "Parties") enter this Agreement (this "Agreement") for Intermountain to provide EAP Services, as described below.

This Agreement is effective on 1/1/24, ("Effective Date") and will continue for the contract term identified in Attachment C, "Fee Schedule and Contract Term." Either Party may terminate this Agreement, at any time, for any reason, with or without cause, upon ninety (90) calendar days prior written notice to the other Party. Employer will pay Intermountain for all EAP Services provided prior to termination in accordance with Attachment C, "Fee Schedule and Contract Term." The Parties understand and agree that the payment terms outlined in Attachment C, "Fee Schedule and Contract Term," may be updated in accordance with Attachment A, Section 2.2, "Annual Review." Any change to the payment terms will be documented in a signed renewal of this Agreement.

The following attachments are part of this Agreement:

- Attachment A: EAP Services Terms
- Attachment B: General Terms
- Attachment C: Fee Schedule and Contract Term
- Attachment D: Service Models and Terms

IHC Health Services, Inc.

Pleasant View City

(Employer Name)

Authorized Signature:

Authorized Signature:

Printed Name:

Printed Name:

Title:

Title:

Date:

Date:

ATTACHMENT A
EAP Services Terms

1. SERVICES.

- 1.1 EAP Services.** Intermountain will provide employee assistance program and services ("EAP Services") to all Employer employees eligible to receive EAP Services ("Employees"). Intermountain offers the following EAP Services:
- (a) Brief Counseling (See Attachment D, "Service Models and Terms")
 - (b) Leader Consultation
 - (c) Supervisory Training
 - (d) Organizational Service Time including Training, Onsite/Virtual Crisis Response, Onboarding Meetings, Health Fairs (See Attachment D, "Service Models and Terms")
 - (e) Eldercare Support
 - (f) Legal and Financial Services
 - (g) Program Roll Out
 - (h) Electronic Promotional Materials
 - (i) Crisis Response (counselor access via phone 24/7)
 - (j) Utilization Reports
- 1.2 Inform Employees.** The effectiveness of the EAP Services and successful utilization depends on Employer's efforts to inform and educate Employees. For this reason, Employer will promote the EAP Services to Employees, including appropriate education about the offerings and how to utilize the EAP Services.
- 1.3 Employee Population.** Initially the Employee Population will be based on an Employee count provided by Employer prior to the Effective Date and this initial Employee count will be memorialized in Attachment C, "Fee Schedule and Contract Term," prior to execution of the Agreement. Thereafter, upon the request of Intermountain, Employer will provide Employee Population updates twice a year. Employer will also provide Intermountain with an updated Employee count within thirty (30) days of Employee Population changes (increases or decreases) greater than five percent (5%). Employee Population updates will be automatically incorporated into Attachment C, "Fee Schedule and Contract Term," without an amendment, and billing will be adjusted, in accordance with Section 2.1, "Invoices and Payment," at the next billing cycle following notification.
- 1.4 Access.** Access to crisis related assessment/counseling/referral services will be made available on the same day requested. Intermountain will use best efforts to offer appointments for all other EAP counseling services within ten (10) business days of the request. Intermountain cannot guarantee availability for appointments outside Employer's principal state of business, but will make reasonable efforts to accommodate requests outside of Utah. Where face-to-face counseling options are not available, Employees will be offered virtual counseling sessions.
- 1.5 Records.** Intermountain will maintain records for EAP Services rendered to Employees according to applicable professional standards and laws (e.g. HIPAA). Intermountain will only release these records per the Employee's prior written authorization and, in all cases, according to applicable laws. Employer will not have access to these records without the Employee's prior written authorization in each instance.

- 1.6 **Utilization Report.** Intermountain will provide Employer with annual utilization reports. Reasonable requests for additional reports that can be provided in compliance with Intermountain's policies and applicable laws and regulations may be provided upon mutual agreement of the Parties.
- 1.7 **Staff.** Intermountain will provide EAP Services through its employees or subcontractors (collectively, the "Staff"). Intermountain and its Staff will have the appropriate training, licensure, certifications, and accreditations to provide EAP Services.
- 1.8 **Insurance.** Each Party will maintain adequate general liability insurance for its activities under this Agreement. Intermountain may satisfy its insurance obligations through its self-insurance program.

2. **COMPENSATION AND PAYMENT TERMS**

- 2.1 **Invoices and Payment.** Intermountain will issue invoices to Employer in accordance with the agreed upon payment schedule outlined in Attachment C, "Fee Schedule and Contract Term." Employer will pay each invoice within thirty (30) calendar days of receipt. Employer will also pay Intermountain interest at one point five percent (1.5%) per month, for all invoice amounts not paid within thirty (30) calendar days after Employer's receipt of the subject invoice. Further, Employer will pay all Intermountain costs and expenses (including reasonable attorneys' fees, court costs and collection fees) resulting from enforcing this Agreement.
- 2.2 **Annual Review.** Intermountain will annually review the payment rates identified in Attachment C, "Fee Schedule and Contract Term," and may propose fee adjustments. If the parties agree on a fee adjustment, this Agreement will be modified and renewed accordingly.
- 2.3 **Taxes.** Each Party agrees to be responsible for the payment of any and all federal, state, or local taxes, assessments, or fees that may arise or be imposed as the result of its performance under this Agreement or as the result of the receipt of any compensation or other funds under this Agreement.

3. **WARRANTIES.** Except as provided in this Agreement, there are no other express or implied warranties.

ATTACHMENT B

General Terms

1. **DEFAULT AND REMEDIES.** If a Party fails to perform any obligation under this Agreement, or if a Party makes a representation or warranty in this Agreement that is inaccurate or misleading (in each case, a "Default"), and does not cure that Default within fifteen (15) days after receiving written notice from the other Party, then the non-defaulting Party may:
 - (a) immediately terminate this Agreement upon written notice to the defaulting Party, or
 - (b) require the defaulting Party to immediately return or destroy (as directed by the non-defaulting Party) any Confidential Information, or
 - (c) exercise any other remedy under this Agreement, under any other agreement between the Parties, or under applicable law.
2. **CONFIDENTIAL INFORMATION.** Each Party will keep confidential the other Party's Confidential Information and maintain it in a safe and secure place. "Confidential Information" means this Agreement's terms; proprietary and confidential information, trade secrets, know-how, software, technology, specifications, and non-public business or financial information; member, patient, customer, and employee data; and any other information which reasonably should be understood to be confidential.
3. **EXCEPTIONS TO CONFIDENTIALITY.** A Party is not subject to the confidentiality obligations of this Agreement regarding Confidential Information if the Party can prove the Confidential Information:
 - (a) is or becomes publicly available without breach of this Agreement, but only from the date that it becomes publicly available;
 - (b) was rightfully in its possession without an obligation of confidentiality owed to the disclosing party before received;
 - (c) was disclosed to it by a third party without obligation of confidentiality owed to the disclosing party; or
 - (d) is independently developed by the receiving party without using any of the Confidential Information.

If a judicial or governmental request or order seeks Confidential Information, or the receiving party is required by any applicable law, the receiving party may disclose that Confidential Information as requested or ordered, or as required by that law.
4. **PATIENT DATA, PII, AND PCI.** If required by applicable law, the Parties will enter into a mutually agreeable business associate agreement ("BAA") and data security agreement ("DSA"). The BAA and DSA are independent, stand-alone agreements and survive any termination of this Agreement. This Agreement does not amend, alter, or limit the BAA or DSA. With respect to Patient Data, PII, and PCI, if a conflict arises between this Agreement and the BAA or DSA, the BAA or DSA, as applicable, governs.
5. **INDEMNIFICATION.** Each Party will indemnify the other from any third-party claim, lawsuit, action, and legal expense relating to the indemnifying party's negligent act or omission, intentional misconduct, misrepresentation, or breach of this Agreement. This Section survives this Agreement's termination.
6. **LIMITATION OF LIABILITY.** IN NO EVENT WILL EITHER PARTY, OR ANY OF ITS SUBSIDIARIES, AFFILIATES, FACILITIES, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, OR ANY OF THEIR RESPECTIVE SUCCESSORS OR ASSIGNS, BE LIABLE TO THE OTHER FOR SPECIAL, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, INCIDENTAL OR OTHER INDIRECT DAMAGES, LOSSES, OR EXPENSES.

7. **GENERAL COMPLIANCE WITH LAWS.** Both Parties will comply with all applicable federal, state, and local laws, statutes, regulations, rules, orders, and ordinances.
8. **DISPUTE RESOLUTION.** Before either Party files a claim in court against the other, it will meet with the other Party in good faith to resolve any controversies or claims that arise under this Agreement.
9. **INJUNCTIVE RELIEF.** For Agreement breaches that may result in damages not adequately redressed by monetary damages or legal remedies alone, each Party is entitled to seek injunctive and other equitable relief without being required to post a bond.
10. **ASSIGNMENT.** Neither Party may assign this Agreement without the other Party's prior written consent. This Agreement binds and benefits the Parties' successors and permitted assigns.
11. **CHANGE OF CONTROL.** If a third party acquires a controlling interest (i.e., 50% ownership or more) of Employer, Employer will notify Intermountain within fifteen (15) days of the acquisition and, upon this acquisition, Intermountain may immediately terminate this Agreement upon written notice to Employer.
12. **GOVERNING LAW; VENUE; ATTORNEYS' FEES.** Utah laws, excluding its conflict-of-law provisions, govern this Agreement, and both Parties submit to the exclusive jurisdiction of state and federal courts in Utah. The prevailing Party in any litigation proceedings is entitled to recover its reasonable attorneys' fees, other fees, and costs incurred in the litigation, in addition to any other relief to which that Party may be entitled.
13. **FORCE MAJEURE.** "Force Majeure" means any delay caused by acts of nature, strikes, lockouts, other labor troubles, riots, civil commotion, insurrection, war or other reason not the delayed party's fault (financial inability excepted). If a Force Majeure prevents a Party from discharging its obligation under this Agreement, that Party will not be in breach of this Agreement, and the performance period for that Party's obligations will extend for a period equivalent to the delay period caused by the Force Majeure. A Party claiming Force Majeure excuses its performance, will give prompt written notice to the other Party of the Force Majeure, use its best efforts to avoid or remove that Force Majeure, and continue to perform to the extent possible.
14. **NO PUBLICITY.** Employer will not distribute any publicity regarding this Agreement or use Intermountain as a business reference in any form without receiving prior written approval from an Intermountain vice president.
15. **NOTICES.** Each notice under this Agreement must be in writing, addressed to the appropriate party as set forth on the Agreement's cover page, and delivered to the other Party by email and by either overnight courier or first-class U.S. Mail (postage prepaid and return receipt requested).
16. **RELATIONSHIP; THIRD PARTY BENEFICIARIES; NON-SOLICITATION.** The Parties are independent contractors, and this Agreement does not constitute — and must not be construed to create — a partnership, agency, joint venture, or employment relationship. Nothing in this Agreement gives one Party the right, power, or authority to bind the other. Unless it states otherwise, this Agreement does not create any right in, or inure to the benefit of, any third parties.
17. **CUMULATIVE REMEDIES; SURVIVAL.** All remedies provided in this Agreement, at law, or in equity, are cumulative and do not limit a Party's other available rights or remedies. In addition to the provisions that are expressly made to survive this Agreement, the Agreement's provisions that by their nature are intended to survive, will survive this Agreement's termination.

18. **MISCELLANEOUS.** This Agreement contains the entire agreement and understanding between the Parties relating to this Agreement's subject matter. Except as specifically contemplated in this Agreement, the Parties may only modify this Agreement with a written amendment signed by both Parties. No failure by either Party to enforce or exercise any right under this Agreement constitutes a waiver. If an Agreement provision is invalid or unenforceable, then the remainder of this Agreement will remain in full force and effect. Each section heading in this Agreement is for convenience only and does not modify or restrict any Agreement term. The Parties may sign this Agreement in counterparts, each when signed and delivered will be deemed an original, and together constitute one and the same instrument. The Parties may sign and deliver this Agreement by facsimile or other electronic means, such as e-mail. A Party's duly authorized representative will sign this Agreement, and each signature constitutes conclusive proof of that person's authority to bind the Party represented by that person.

ATTACHMENT C
Fee Schedule and Contract Term

Employee Population: 64

The Employee Population will be updated by Employer in accordance with Sections 1.3 and 2.1 of Attachment A.

Payment Options (Select One):

N/A **PEPM RATE**
This PEPM Rate is calculated as the Per Employee Per Month (PEPM) Fee x Employee Population and will be billed quarterly.

\$3200 **FLAT RATE**
This Flat Rate Fee represents an annual rate that can be paid in an annual lump sum or quarterly disbursements, as indicated below. Changes to the Employee Population do not necessarily equate to changes in the Flat Rate Fee. Flat rate pricing is typically only used for employer groups under 100.

☒ **ANNUAL FLAT RATE (CHECK THIS BOX TO BE BILLED ANNUALLY FOR EAP SERVICES AT THE BEGINNING OF SERVICE YEAR.)**

☐ **QUARTERLY FLAT RATE: (CHECK THIS BOX TO BE BILLED QUARTERLY FOR EAP SERVICES AT THE END OF THE QUARTER.)**

Contract Term (Select One):

☒ 1 year

☐ 2 years

☐ 3 years

Payment Rate (PEPM or FLAT)

☒ Year 1

☐ Year 2

☐ Year 3

ATTACHMENT D
Service Models and Terms

Service Models for Brief Counseling and Organizational Service Time (Select One)

- ☒ **5 Session Service Model:** Up to 5 sessions per family, per incident; 5 hours dedicated Organizational Service Time (virtual or in-person), including onboarding, training, adverse event response
- ☐ **8 Session Service Model:** Up to 8 sessions per family, per incident; 8 hours dedicated Organizational Service Time (virtual or in-person) including onboarding, training, adverse event response
- ☐ **5 Session Virtual Only Service Model:** Up to 5 virtual sessions per family, per incident; 5 hours dedicated Organizational Service Time (virtual only) including onboarding, training, adverse event response
- ☐ **8 Session Virtual Only Service Model:** Up to 8 virtual sessions per family, per incident; 8 hours dedicated Organizational Service Time (virtual only) including onboarding, training, adverse event response

Additional Organizational Service Time: Organizational Service Time requested beyond the dedicated Organizational Service Time hours included in the selected Service Model (see above) will be charged at \$295/hour.

Travel: Employer will pay Intermountain a separate fee for Excess Travel Time when appropriate. Intermountain will not charge Employer for up to one hour of total travel time for each onsite Organizational Service Time event. Total Intermountain travel time for an Organizational Service Time event that exceeds one hour is referred to herein as "Excess Travel Time." Employer will pay Intermountain \$100 per hour for any Excess Travel Time.



Memo

To: Mayor and City Council
From: Laurie
Date: October 20, 2023
Re: New Business Licenses Issued

RECOMMENDED ACTION No action needed. Informational only.

DESCRIPTION / BACKGROUND According to the Business License Ordinance, the council only needs to receive a list of approved and denied business license applications. The following are approved new businesses:

SMW Consulting, LLC	502 W 4125 N	Finance, consulting, service/management, insurance agent	Shelley Wittenborn
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