# LONE PEAK PUBLIC SAFETY DISTRICT AGENDA

**Tuesday, February 25, 2025**
**7:30 am**
Highland City Hall, 5400 West Civic Center Drive, Highland, Utah 84003

## 7:30 AM REGULAR MEETING

Call to Order: Chair Kim Rodela
Invocation: Board Member Jason Thelin

## 1. UNSCHEDULED PUBLIC APPEARANCES

Please limit comments to three minutes per person. Please state your name.

## 2. CONSENT AGENDA

**a. Approval Of Meeting Minutes**

Regular Lone Peak Public Safety District Meeting – January 8, 2025

## 3. RESOLUTION: SURPLUS OF THE 2008 TOWER TRUCK

The Board will consider a request to surplus the 2008 Pierce Tower Truck prior to taking possession of the new truck.

## 4. APPROVAL OF GRANT ACCEPTANCE AND CONTRACT FOR FIRE DEPARTMENT MENTAL HEALTH SUPPORT

The Board will consider approving a contract with First Responders First for mental health support services and accepting a grant in the amount of $68,580 from the State of Utah to cover the costs of the mental health contract.

## 5. DEPARTMENT REPORTS

**a. Administration**
- **i. Open and Public Meeting Training**
- **ii. Finance Report**

**b. Police Department**
- **i. Legislative Update**
- **ii. Budget Preview**

**c. Fire Department**
- **i. Legislative Update**
- **ii. Budget Preview**

## 6. CLOSED SESSION

The Board may recess to convene in a closed session for the purpose of discussing items as provided by Utah Code Annotated §52-4-205.

## ADJOURNMENT

In accordance with Americans with Disabilities Act, Lone Peak Public Safety District will make reasonable accommodations to participate in the meeting. Requests for assistance can be made by contacting the Recorder at (801) 772-4505 at least three days in advance of the meeting.

**ELECTRONIC PARTICIPATION**
Members of the Governing Board may participate electronically during this meeting.

**CERTIFICATE OF POSTING**
I, Stephannie Cottle, the duly appointed Recorder, certify that the foregoing agenda was posted at the principal office of the public body, on the Utah State website (http://pmn.utah.gov), and on Lone Peak Public Safety District website (www.lonepeakpublicsafety.org).

Please note the order of agenda items are subject to change in order to accommodate the needs of the Governing Board, staff, and the public.

**Posted and dated this agenda on the 22nd day of February, 2025** **Stephannie Cottle, CMC|UCC, Recorder**

**THE PUBLIC IS INVITED TO PARTICIPATE IN ALL LONE PEAK PUBLIC SAFETY DISTRICT BOARD MEETINGS.**

# LONE PEAK PUBLIC SAFETY DISTRICT MINUTES

**Wednesday, January 8, 2025**
**7:30 am**
**Waiting Formal Approval**
Highland City Hall, 5400 West Civic Center Drive, Highland, Utah 84003

## 7:30 AM REGULAR MEETING

Call to Order: Chair Kim Rodela
Invocation: Mayor Carla Merrill

The meeting was called to order by Chair Kim Rodela as a regular meeting at 7:34 am. The meeting agenda was posted on the *Utah State Public Meeting Website* at least 24 hours prior to the meeting.

**PRESIDING:** Kim Rodela, Chair

**BOARD MEMBERS:** Brittney P. Bills - present
Kurt Ostler – present
Carla Merrill – present
Jason Thelin - present

**STAFF PRESENT:** LPPSD Executive Director Erin Wells, LPPSD Assistant Executive Director Shane Sorensen, Fire Chief Brian Patten, Police Chief Brian Gwilliam, Recorder Stephannie Cottle, Finance Director David Mortensen

**OTHERS PRESENT:** Nancy Jones, Cody May, Amanda Jolley, Danny Campbell, Jake Beck, Austin Wilson, Andrew Butler, P. J. Christensen, Josh Hicken

## 1. UNSCHEDULED PUBLIC APPEARANCES

Please limit comments to three minutes per person. Please state your name.

There were no public comments.

## 2. PRESENTATIONS

### a. 2023-2024 Audit Report

Nathaniel Corry with Keddington and Christensen will present the results of the 2023-2024 Lone Peak Public Safety District Audit.

Nathaniel Corry, Audit Partner with Keddington and Christensen, presented the audit report for the Lone Peak Public Safety District (LPPSD) for Fiscal Year (FY) 2023-2024; he discussed the process his firm follows to conduct the audit and provide an independent opinion regarding the financial position of the District. Some adjustments were required throughout the course of the audit, mostly due to some 'growing pains' and overlap from the prior year, but the issues discovered throughout the audit were substantially less than in the previous year. He referenced a statement of activities and statement of changes in fund balance within the audit report, and indicated those statements provide all details about the adjustments that were required. The audit involved an assessment of internal controls and any weaknesses, and none were found; there were also no significant deficiencies identified. No fraud was discovered as a result of the testing that was performed. The audit also included a test of compliance with laws and regulations and no issues of non-compliance were found. There were no findings included in the audit and Keddington and Christensen has issued a clean opinion of the District. He thanked District staff for their cooperation and involvement throughout the audit process.

Board Member Ostler asked for an explanation of the $1.2 million increase in the District's net position. Finance Director Mortensen stated the increase is made up of an actual increase in net revenue for the District as well as proper accounting of fixed assets owned by the District. Board Member Merrill added she believes the $200,000 Federal Emergency Management Agency (FEMA) grant is included in that increase. Board Member Ostler then referenced the $789,000 general fund increase and he asked if that is related to wage increases or increased Wildland Fire expenses. Mr. Mortensen stated that the budgetary increase was mainly due to the increase in wildland fire suppression; additionally, there was a mid-year wage adjustment for certain employees. Board Member Ostler stated that the receipt of revenue commensurate with wildland expenses is always in arrears and that sometimes causes concerns relative to the condition of the budget at any given point in a fiscal year.

Board Member Thelin stated there are shared resources between the LPPSD Board and Highland City and he asked if the auditor audits those numbers to determine they are in line with the agreements that have been made between Alpine and Highland City. Mr. Corry answered yes; those figures would be audited as part of the income statement analysis. There may not be a specific statement in the audit report regarding the audit of that information, but he invited Board Members to email him with any concerns or questions and he can provide a detailed explanation of the audit of that function of the District. This led to brief discussion of the total number of employees that provide services for Highland City and the District and whether the percentage of time they are to dedicate to the District is being evaluated regularly to determine conformance with the operating agreement for the District. Mr. Corry stated that would be addressed through an operational audit rather than a financial audit. He has not interviewed each employee that serves both entities to determine if they are spending an appropriate amount of time serving the District.

## 3. CONSENT AGENDA

### a. Approval Of Meeting Minutes

Regular Lone Peak Public Safety District Meeting – December 11, 2024

*Board Member Brittney P. Bills MOVED to approve the regular Lone Peak Public Safety District meeting minutes from December 11, 2024.*

*Board Member Kurt Ostler SECONDED the motion.*

*The vote was recorded as follows:*

*Board Member Brittney P. Bills Yes*
*Board Member Kurt Ostler Yes*
*Board Member Carla Merrill Yes*
*Board Member Jason Thelin Yes*

*The motion passed 4:0*

## 4. PUBLIC HEARING/RESOLUTION: MID-YEAR BUDGET ADJUSTMENTS FOR FIRE DEPARTMENT WAGES

The Board will consider a proposal for an increase in wages for Fire Department employees. The Board will take appropriate action.

Finance Director Mortensen stated that to ensure that the District is attracting and retaining highly qualified staff, it is necessary to make adjustments from time to time in order to bring district wages in line with those of other surrounding agencies. The proposed increase would be retroactive back to January 5, 2025, and the corresponding budget adjustment would cover the increase for the last six months of the fiscal year through June 30, 2025. The budget proposal for next fiscal year will be calculated with this increase included for the full year. The total impact on the personnel expenses of the district for this adjustment is $103,237. The funding source would be additional assessments from participating cities, including $36,915 from Alpine and $66,322 from Highland. Because the adjustment is reliant on these additional assessments, approval of the increase is contingent upon the governing bodies of each of those entities approving the increase in their respective assessments to cover it.

Board Member Ostler suggested discussion in the future to determine the proper allocation of time for Fire Fighters to spend in both Alpine and Highland cities.

Chair Kim Rodela opened the public hearing at 7:52 a.m.

There were no public comments.

Chair Kim Rodela closed the public hearing at 7:52 a.m.

*Board Member Carla Merrill MOVED to approve the resolution adjusting the Lone Peak Public Safety District fiscal year 2024-2025 budget for Fire Department wage adjustments.*

*Board Member Jason Thelin SECONDED the motion.*

*The vote was recorded as follows:*

| | |
|---|---|
| *Board Member Brittney P. Bills* | *Yes* |
| *Board Member Kurt Ostler* | *Yes* |
| *Board Member Carla Merrill* | *Yes* |
| *Board Member Jason Thelin* | *Yes* |

*The motion passed 4:0*

Board Member Thelin stated he would like to move away from considering mid-year budget adjustments each year; he would rather adopt the budget one time and not consider mid-year adjustments. Board Member Ostler stated that he would also prefer doing an annual budget with no adjustments, but mid-year adjustments typically become necessary in order to respond to market conditions that may not have been present when the annual budget was developed and adopted. Prior to last year, however, the District has not always considered mid-year adjustments. Executive Director Wells agreed and stated that staff does not like the practice of mid-year budget adjustments, but as Board Member Ostler explained, the adjustments are necessary to help the District catch up to other entities to prevent employees from leaving the District for better pay elsewhere.

The Board then engaged in high level discussion with Fire Chief Patten regarding the market conditions that have caused the need to consider wage increases. Chief Patten added that the budget process for LPPSD starts a month earlier than for other agencies so often he is asking for benchmark data from other Chiefs, and they do not have accurate information because they have not begun working on their budget. This has been one of the causes for mid-year budget adjustments as well. This led to discussion of possible changes to the budget calendar for the

District, with Ms. Wells noting it would be difficult to change the timeline because both Alpine and Highland cities must have sufficient time to consider the budget requests from the District; this is why the District's budget process is accelerated by one month.

## 5. ACTION/RESOLUTION: POLICE VEHICLE PURCHASE LEASE

The Board will consider a vehicle financing lease with Zions Bancorporation. The Board will take appropriate action.

Finance Director Mortensen explained that annually the Police Department evaluates the need for the vehicle fleet. Based on mileage and maintenance costs, the decision to surplus and the purchase replacements varies from two to four vehicles depending on the budget and needs. Pursuant to the Board's prior approval, three replacement Police vehicles have been ordered, and delivery is anticipated by the middle of January. Financing has been arranged with Zions Bancorporation to pay for the purchase of the vehicles and equipment upfitting. The first payment of the proposed lease financing would be due in January of 2026 and will be included in the proposed fiscal year 2025-2026 budget. The lease financing will be funded for $190,792 with an anticipated closing date on January 15, 2025. The first payment of $44,190 will be due on January 15, 2026, with annual payments of the same amount for a five-year term through January of 2030.

Board Member Thelin asked if there are any opportunities for extending the useful life of vehicles used in the Police Department fleet; he would like to consider using these three vehicles for one more year. Chief Gwilliam stated that he performs an evaluation of each fleet vehicle every year and the three that will be sent to auction have higher miles and are starting to cost more money for maintenance. These vehicles are used very hard, and he tries to rotate them out when they become more costly to maintain and operate; some are not truly reliable any longer. He added that he would like to follow decisions that have been made to rotate the fleet appropriately so that he does not get behind as has occurred in the past.

*Board Member Kurt Ostler MOVED to approve the resolution approving the form of the Lease/Purchase Agreement with Zions Bancorporation and authorizing the execution and delivery thereof.*

*Board Member Jason Thelin SECONDED the motion.*

*The vote was recorded as follows:*

| | |
|---|---|
| *Board Member Brittney P. Bills* | *Yes* |
| *Board Member Kurt Ostler* | *Yes* |
| *Board Member Carla Merrill* | *Yes* |
| *Board Member Jason Thelin* | *Yes* |

*The motion passed 4:0*

## 6. DEPARTMENT REPORTS

### a. Administration

#### i. Budget Calendar

Executive Director Wells reviewed the upcoming budget calendar; if all goes as planned, the final budget can be adopted Wednesday May 7, 2025, following a public hearing. There was high level discussion among the Board and Ms. Wells regarding some of the areas of focus throughout the budget process.

### b. Police Department

Chief Gwilliam reviewed the history of body camera use by LPPSD Police Officers; the cameras currently being used by Officers are third generation and the only type of camera that is used above the torso, meaning it is worn on an Officer's hat or shoulder. They are not 'cheap', but they work well and provide quality footage because the cameras are not blocked by arms or hands of the Officer. He engaged in discussion with the Board regarding the function of the cameras, how the footage captured on the camera is downloaded and stored, and policies regulating use of the cameras by Officers. Chief Gwilliam noted that each camera is part of a five-year contract, and the District pays $14,000 per year for 20 of them; this covers hardware and software as well as replacement of the device if needed. Board Member Ostler asked if the Department also uses dash cameras in Police vehicles. Chief Gwilliam answered yes and noted they are provided by the same vendor and both cameras integrate with each other.

Chief Gwilliam then reported in Fiscal Year (FY) 2018-2019, the Department received a grant and donations from the community to install automated external defibrillator (AED) devices in Police vehicles. The Department will be receiving updated training on use of the devices in the coming weeks, and the batteries on all devices will be replaced. He also reported he has a new School Resource Officer in the local elementary and junior high schools. The programs overseen by this Officer are very similar to the DARE program.

### c. Fire Department
#### i. Fleet Update

Chief Patten stated that he was reminded by Chief Gwilliam's discussion of AEDs that it is likely time to consider replacing the AEDs in municipal facilities. Some facilities may not have AEDs and if that is the case, they should have one installed. This led to discussion of training a user on operating an AED, with Chief Patten noting that it is not necessary to provide a great deal of training because each device announces instructions for the users, and they are very easy to use.

Chief Patten then discussed the fleet of the Department; an ambulance was recently involved in an accident, and it is no longer operational. He is waiting to hear from the insurance company regarding whether the vehicle will be totaled or if it can be repaired. This means that the Department only has one ambulance in operation, and this is unsettling because the remaining ambulance could have an issue, like a flat tire or dead battery, that would render it unusable and unable to respond to an emergency. Some of the part time employees for LPPSD are friends with employees in Orem and learned they were in the process of taking an ambulance out of their rotation; their Chief offered to let the District borrow that ambulance to be used as a back-up vehicle, but there were too many issues with liability and lack of equipment in the ambulance to respond to emergencies. The determination was made that it would be easier and safer for both entities if they could negotiate a purchase agreement for the ambulance; the cost of one ambulance was $10,000, but when Chief Patten visited the Orem Fire Department, he learned that there were actually two ambulances being surplussed and the Chief offered to sell both of them for $15,000. Chief Patten asked permission to move forward with the purchase to ensure there are back-up vehicles for the single ambulance in the Department. This will also help to ensure that the District can capture revenue for transports. However, the ambulances are stripped and there will be additional costs to equip them, though some equipment can be taken from the ambulance that was involved in the accident. The cost to equip both will be less than $20,000. The two ambulances have four-wheel drive and can potentially be used in wildland fire responses as well.

Board Members asked why it is taking so long for the other party's insurance company to respond to the District to inform whether the ambulance will be totaled; the accident occurred in November. Board Member Ostler suggested using the LPPSD Attorney to send a letter to their insurance company and inform that the District is losing revenue associated with the inability to use the ambulance. Board Member Merrill agreed and suggested formal communication from legal counsel.

Chief Patten then noted that an additional ambulance has been ordered with the thought to always have three ambulances on hand. He discussed the circulation of ambulances and average deployment of the vehicles, concluding that once he has three ambulances on hand, he can determine whether some of the equipment can be used for deployment to other areas, which ultimately generates revenue for the District.

Chief Patten reported that at the next meeting he will bring a recommendation to the Board to surplus the old ladder truck/tower to make way for the new truck, which should be delivered in April or May. He then thanked the Board for approving the action to provide wage increases to his employees.

Board Member Ostler asked about responses to various emergencies from Station 52. Chief Patten stated that Station 52 covers all of Ridgeview, Highland Glen, and areas around the high school. Responses are based upon staffing of any given Station, but if there is something occurring across the street from a fire station, employees and equipment from that station should response. This led to brief high-level discussion of the location of the remaining ambulance and other equipment, with Chief Patten emphasizing that the parked location of any apparatus is based upon the availability of staff to man the equipment.

## 7. CLOSED SESSION

The Board may recess to convene in a closed session for the purpose of discussing items as provided by Utah Code Annotated §52-4-205.

There was no closed session.

## ADJOURNMENT

*Board Member Carla Merrill MOVED to adjourn the regular meeting and Board Member Kurt Ostler SECONDED the motion. All voted in favor and the motion passed unanimously.*

*The meeting adjourned at 8:39 am.*

I, Stephannie Cottle, Recorder, hereby certify that the foregoing minutes represent a true, accurate and complete record of the meeting held on January 8, 2025. This document constitutes the official minutes for the Lone Peak Public Safety District Board Meeting.

Stephannie Cottle, CMC, UCC
LPPSD Recorder

# LONE PEAK PUBLIC SAFETY DISTRICT
# AGENDA REPORT
# ITEM #3

**DATE:** February 25, 2025

**TO:** Lone Peak Public Safety District Board Members

**FROM:** Brian Patten, Fire Chie

**SUBJECT:** **RESOLUTION:** Approval for Surplus and Disposal of Personal Public Property and Equipment

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**PURPOSE:**
The Lone Peak Public Safety Board will consider a request to surplus the 2008 Pierce Tower Ladder truck from the Lone Peak Fire fleet. Surplussing now will give the Department proper time to maximize the sale of the Tower at the highest price possible and give time to make space for the new ladder truck that is coming imminently.

**BACKGROUND:**
The 2008 Pierce Velocity Tower Ladder has a 500 Cummins diesel motor and was manufactured by Pierce manufacturing. It was purchased in 2008 and overall, has served the District well. However, due to the tower's age, some lack of maintenance, and inconsistent driver operators, the truck has deteriorated over the past five years. Currently, the District is spending approximately $15,000 per year on maintenance and the truck is sitting in the shop for approximately 3 months out of the year.

On November 9, 2022, the Public Safety Board approved the purchase of a new Ladder truck to replace the 2008 Pierce Tower. With the delivery of the new Ladder Truck estimated to arrive in late spring or early summer 2025, we need to make room in the bay before the new truck's arrival and the process to surplus can take some time.

Once the Public Safety Board approves the disposal, a reasonable notice of at least 14 days prior to disposition shall be placed on the department website. After the notice period, the District will then dispose of the truck by means of auction, sealed bid, or other method designed to best serve the interests of District residents.

**FISCAL IMPACT:**
Funds received from the Tower sale will go towards paying off the Transport engine. Any excess will be transferred to the District Fund Balance.

**PROPOSED MOTION:**
I move to approve the resolution authorizing the Fire Department to surplus the 2008 Pierce velocity tower ladder truck.

**Lone Peak Tower 181 leaving Appleton Wisconsin (2009)**

**RESOLUTION NO: R-2025-__**
**LONE PEAK PUBLIC SAFETY DISTRICT**

**A RESOLUTION AUTHORIZING THE DISPOSAL OF THE 2008 PIERCE VELOCITY TOWER LADDER TRUCK**

**WHEREAS,** the Public Safety Board has previously authorized that the Pierce Velocity Tower acquired in 2008 be replaced with a new ladder truck; and

**WHEREAS,** the new ladder truck will be arriving shortly and as such the District has no more need for the Pierce Velocity Tower; and

**WHEREAS,** the District does not have the capacity to store both trucks in a station bay; and

**WHEREAS,** the proceeds from the sale of the Pierce Velocity Tower will be used to pay off the loan for the Transport Engine.

**NOW, THEREFORE, BE IT RESOLVED** by the Governing Board of the Lone Peak Public Safety District, as follows:

1. The Board designates the Pierce Velocity Tower Ladder Truck as surplus and approves of its disposal.
2. A minimum of 14 days' reasonable notice shall be posted on the District website and in such other places as determined to be appropriate of the disposal of the property, with a description of the property and potential method or methods of disposal.
3. The disposal of the Pierce Velocity Tower Ladder Truck shall thereafter occur as permitted by District policy.
4. This resolution shall take effect immediately upon passage.

**Adopted and resolved by the Governing Board of the Lone Peak Public Safety District, Utah this 25 day of February, 2025.**

______________________________
Kim Rodela
Chair

ATTEST:

______________________________
Stephannie Cottle
Recorder

# LONE PEAK PUBLIC SAFETY DISTRICT
# AGENDA REPORT
# ITEM #4

**DATE:** February 25, 2025

**TO:** Lone Peak Public Safety District Board Members

**FROM:** Brian Patten, Fire Chief

**SUBJECT:** Approval of Grant Acceptance and Contract for Fire Department Mental Health Support

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**PURPOSE:**
The Board will consider approving a contract with *First Responders First* to provide specialized mental health support services for fire department personnel. This agreement aims to enhance the well-being of firefighters by offering tailored mental health resources, counseling, and crisis intervention, ensuring they have access to the support needed to manage job-related stress and trauma. By contracting with *First Responders First*, the department aims to enhance firefighter well-being, reduce stigma around seeking help, and foster a culture of mental wellness and resilience.

**BACKGROUND:**
Firefighters regularly face high-stress situations, traumatic incidents, and life-threatening emergencies, which can lead to increased risks of PTSD, anxiety, depression, burnout, and suicide. While the department currently offers general employee assistance programs (EAPs), these services may not fully address the unique mental health challenges faced by first responders.

**FISCAL IMPACT:**
The Fire Department recently received a grant from the State of Utah for $68,580, with no matching funds required. These funds will be used to cover the monthly subscription cost of $150 per month and all associated specialized services as specified in the contract with *First Responders First*, ensuring that the department

can provide specialized mental health support for personnel without impacting the general fund or operational budget.

The $68,580 of grant funds can be used over multiple years until they are expended. At that time, the District will need to evaluate how to continue funding the program if it proves to be beneficial.

The District Attorney has reviewed and approved the contract for execution.

**MOTION:**
I move to approve accepting the grant from the State of Utah for $68,580 and authorize the Fire Department to enter into a contract with *First Responders First* for mental health support services.

**ATTACHMENT:**

1. First Responders First Contract

# AGREEMENT FOR PROFESSIONAL SERVICES RELATED TO FIRST RESPONDERS FIRST AND LONE PEAK FIRE DISTRICT

AGREEMENT FOR PROFESSIONAL SERVICES RELATED TO FIRST RESPONDERS FIRST AND LONE PEAK FIRE DISTRICT (hereinafter "Agreement"), is made and entered into this ____ day of ___________, 20___, by and between the Lone Peak Fire District at 5582 Parkway West Drive, Highland, Utah 84003 (hereinafter "DISTRICT"), and FIRST RESPONDERS FIRST, 533 W 2600 S, #125., Bountiful, Utah 84010 (hereinafter "FIRST RESPONDERS FIRST").

W I T N E S S E T H:

WHEREAS, Utah law § 53-21-102 requires first responder agencies to provide mental health resources for all first responders (as defined in § 53-21-101), their family members, and retirees; and

WHEREAS, DISTRICT wishes to abide by the law and provide its employees, their family members, and retirees mental health resources; and

WHEREAS, FIRST RESPONDERS FIRST has agreed to provide certain mental health training and resources to DISTRICT's employees, family members, and retirees as required by law.

NOW, THEREFORE, be it agreed, for and in consideration of the mutual covenants and promises between the parties hereto, as follows:

## SECTION I: SCOPE OF WORK

FIRST RESPONDERS FIRST shall provide the following services to DISTRICT:

1. Individual and/or Couples Counseling – FIRST RESPONDERS FIRST shall provide DISTRICT with individual and/or couples counseling, if desired. This may include one-on-one training, as well as individual counseling for employees, volunteers, retirees, or family members as outlined in § 53-21-101 or as interpretation of the law or administrative rules direct. Return to duty mandatory counseling, for instance, following an officer-involved critical incident is also available. FIRST RESPONDERS FIRST will not conduct fit for duty assessments with employees for disciplinary purposes, thus maintaining trust and ongoing confidentiality with the members, but can recommend and help with options for fit for duty assessments, if desired.

2. Peer Support Team Development and Oversight – FIRST RESPONDERS FIRST shall provide DISTRICT with peer support team oversight and development. This may include, but is not limited to, oversight, training, and consultation on the following: policy review and recommendation, team member selection suggestions, organizational structure and management advisory, personnel and staffing recommendations, committee and subcommittee assignments, counselor vetting or mental health guidance and

consultation, crisis consultation, and informal peer support team check-ins. Initial new member and advanced training certification, group consultation and training, and individual and team counseling or certification of current or potential team members is also available.

3. Wellness Check-Ins – FIRST RESPONDERS FIRST shall provide DISTRICT members with a brief, semi-annual interview with a FIRST RESPONDERS FIRST staff member. This individual wellness check-in is approximately 30 minutes but may go longer and may include a self-reported, documented disclosure or assessment. Check-ins will be arranged to take place at the agency, unless other arrangements are made, thus making the process convenient for members and normalize mental health check-ins. When necessary, telehealth and/or phone check-ins will occur. DISTRICT may opt for more frequent access to these services for those in higher risk positions or circumstances as warranted. These check-ins will take place throughout the year and will be organized with DISTRICT scheduling assistance.

4. Training – FIRST RESPONDERS FIRST shall provide DISTRICT employees with mental health education and training services. Both parties will coordinate the length of time and topics of specific training that would prove most beneficial. Training topics cover a variety of areas, including but not limited to, self-care, understanding trauma and stress, suicide awareness and reduction, family relations, peer and organizational support, mental wellness while serving the public, post-critical incident intervention, and custom-tailored training. These trainings may take place to various groups (e.g., administration, supervisors, spouses/significant others), to all department members, or to various crews/shifts. Training may take place virtually or in-person as agreed upon or requested by DISTRICT. One- or two-day peer support certification is part of this training description.

5. 24/7 Support – FIRST RESPONDERS FIRST shall provide DISTRICT with 24/7 support for administration and peer support personnel. Since first responders work unconventional hours and may experience unique circumstances at those hours, FIRST RESPONDERS FIRST agrees to provide 24/7 support. DISTRICT understands there may be periods of time when an immediate response from—or access to—FIRST RESPONDERS FIRST personnel cannot occur due to unforeseen or unplanned circumstances; however, FIRST RESPONDERS FIRST will make reasonable accommodations to ensure 24/7 support is always available, including days, weekends, holidays, and evenings.

6. 24/7 Crisis and Trauma Support – FIRST RESPONDERS FIRST shall provide DISTRICT with individual crisis and trauma support for DISTRICT personnel and family members, including retirees. DISTRICT understands there may be periods of time when an immediate response from—or access to—FIRST RESPONDERS FIRST personnel cannot occur due to unforeseen or unplanned circumstances; however, FIRST RESPONDERS FIRST will make reasonable accommodations to ensure 24/7 support is always available, including days, weekends, holidays, and evenings.

7. Post Critical Incident Intervention – FIRST RESPONDERS FIRST shall provide DISTRICT with all aspects of post critical incident intervention. This may include, but is not exclusively limited to, emergency consultation and call-out with response, where applicable and under constraints outlined in 24/7 support, individual/family crisis intervention and coordination, critical incident stress management (CISM), mandatory and/or return to duty counseling (not for discipline), defusings, group counseling, debriefings, behavioral after action reviews, and/or other aspects of CISM, where applicable. DISTRICT agrees to inform FIRST RESPONDERS FIRST as soon as practical following critical incidents in order to formulate a plan for immediate and ongoing wellness. "Critical incident" shall not be defined in this Agreement but shall be left to the interpretation of the DISTRICT and DISTRICT personnel in conjunction with FIRST RESPONDERS FIRST.

8. Coaching or Peer Counseling – FIRST RESPONDERS FIRST shall provide DISTRICT with individual one-on-one coaching for DISTRICT employees with a trained and experienced staff member who is also an experienced peer counselor.

**SECTION II:**

A. Independent Contractor.

The contracting parties warrant by their signature that no employer/employee relationship is established between FIRST RESPONDERS FIRST and DISTRICT by the terms of this Agreement. It is understood by the parties hereto that FIRST RESPONDERS FIRST is an independent contractor and as such neither it nor its members and employees, if any, are employees of DISTRICT for purposes of tax, retirement system, or social security (FICA) withholding.

B. Compensation to FIRST RESPONDERS FIRST.

   1. Individual and/or Couples Counseling – DISTRICT shall pay FIRST RESPONDERS FIRST one hundred and fifty dollars ($150) per hour for confidential counseling services. This may include counseling for members, spouses, retirees, and retiree spouses.

   2. Peer Support Team Development and Oversight – DISTRICT shall pay to FIRST RESPONDERS FIRST two hundred and fifty dollars ($250) for peer support team development and oversight.

   3. Wellness Check-Ins – DISTRICT shall pay FIRST RESPONDERS FIRST one hundred and fifty dollars ($150) per hour.

   4. Training – DISTRICT shall pay FIRST RESPONDERS FIRST three hundred and fifty dollars ($350) per hour. (Note: Specific training courses may be based on a per student rate previously established by FIRST RESPONDERS FIRST).

5. <u>24/7 Support</u> – DISTRICT shall pay FIRST RESPONDERS FIRST one hundred and fifty ($150) per month.

6. <u>24/7 Crisis and Trauma Support</u> – DISTRICT shall pay FIRST RESPONDERS FIRST one hundred and fifty dollars ($150) per hour for any crisis and trauma support from DISTRICT employees, retirees, or family members.

7. <u>Post Critical Incident Intervention</u> – DISTRICT shall pay FIRST RESPONDERS FIRST three hundred and fifty dollars ($350) an hour for emergency call-outs, including those requiring a response, as well as other interventions, including debriefings, one-on-one or group defusing/counseling, and/or crisis intervention under CISM.

8. <u>Coaching or Peer Counseling</u> – DISTRICT shall pay FIRST RESPONDERS FIRST forty-five dollars ($45) for thirty minutes of coaching.

*Note:* When applicable, travel time, mileage, per diem, and hotel expenses may apply.

Nothing in this Agreement shall be construed to mandate FIRST RESPONDERS FIRST to see DISTRICT employees, couples, family members, or retirees, although the law mandates that services which FIRST RESPONDERS FIRST offers must be provided to them. DISTRICT employees, couples, family members, or retirees are also not mandated to see FIRST RESPONDERS FIRST staff for individual, couple, family, or group counseling needs. FIRST RESPONDERS FIRST may recommend outside therapists or counseling or in-patient facilities where outside recommendation is in the best interest of the person or persons seeking mental health services or a fit for duty assessment for discipline. When outside referrals are given, these will not be paid for or contracted by FIRST RESPONDERS FIRST and FIRST RESPONDERS FIRST takes no responsibility for the actions or practices of such suggested referrals.

**SECTION III:**

A. Discontinuation of Agreement.

This Agreement may be discontinued by FIRST RESPONDERS FIRST upon thirty (30) days written notice, should DISTRICT fail to substantially perform in accordance with its terms through no fault of FIRST RESPONDERS FIRST. DISTRICT may discontinue this Agreement with thirty (30) days' notice without cause and without further liability to FIRST RESPONDERS FIRST.
This Agreement will automatically renew annually, unless FIRST RESPONDERS FIRST receives in writing a request to discontinue.

B. Extent of Agreement.

This Agreement may be amended only by written instrument signed by both parties hereto.

C. Discontinuation of Project.

If any portion of the services covered by this Agreement shall be suspended, abated, abandoned, or terminated, DISTRICT shall pay FIRST RESPONDERS FIRST for the services rendered to the date of such suspended, abated, abandoned, or terminated work; the payment to be based, insofar as possible, on the amounts established in this Agreement or, where the Agreement cannot be applied, the payment shall be based upon a reasonable estimate as mutually agreed upon between the two (2) parties as to the percentage of the work completed.

D. Indemnification.

FIRST RESPONDERS FIRST agrees, to the fullest extent permitted by law, to indemnify and hold harmless DISTRICT against damages, liabilities and costs arising from the negligent acts of FIRST RESPONDERS FIRST in the performance of professional services under this Agreement, to the extent that FIRST RESPONDERS FIRST is responsible for such damages, liabilities, and costs on a comparative basis of fault and responsibly between FIRST RESPONDERS FIRST and DISTRICT. FIRST RESPONDERS FIRST shall not be obligated to indemnify DISTRICT for DISTRICT's sole negligence.

E. Costs and Attorney Fees.

In the event either party incurs legal expenses to enforce the terms and conditions of this Agreement, the prevailing party is entitled to recover reasonable attorney's fees and other costs and expenses, whether the same are incurred with or without suit.

F. Jurisdiction and Venue.

It is agreed that this Agreement shall be construed under and governed by the laws of the State of Utah. In the event of litigation concerning it, it is agreed that proper venue shall be the District Court of the Second Judicial District of the State of Utah, in and for the County of Davis.

G. Binding of Successors.

DISTRICT and FIRST RESPONDERS FIRST each bind themselves, their partners, successors, assigns, and legal representatives to the other parties to this Agreement and to the partner, successors, assigns, and legal representatives of such other parties with respect to all covenants of this Agreement.

H. Modification and Assignability of Agreement.

This Agreement contains the entire agreement between the parties concerning the professional services, and no statements, promises, or inducements made by either party, or agents of either party, are valid or binding unless contained herein. This Agreement may not be enlarged, modified, or altered except upon written agreement signed by the parties hereto. FIRST RESPONDERS FIRST may not subcontract or assign its rights (including the right to compensation) or duties arising hereunder without the prior written consent and express authorization of DISTRICT. Any such subcontract or assignee shall be bound by all the terms and conditions of this Agreement as if named specifically herein.

I. Ownership and Publication of Materials.

DISTRICT and FIRST RESPONDERS FIRST agree that DISTRICT, with this Agreement, acquires the right to use all reports, information, data, and other materials prepared by FIRST RESPONDERS FIRST pursuant to this Agreement, except for reports or information that may be protected by the Health Insurance Portability and Accountability Act (HIPAA) or counselor-client privilege, and shall have the authority to release, publish, or otherwise use them, in whole or in part. Nothing in this section shall constrain FIRST RESPONDERS FIRST from using materials for other trainings or projects with other entities.

J. Non-discrimination.

FIRST RESPONDERS FIRST shall not discriminate against any employee or applicant for employment on the basis of race, color, religion, creed, political ideals, sex, age, marital status, physical, or mental handicap, gender identity/expression, sexual orientation, or national origin.

K. Logos and Marketing.

FIRST RESPONDERS FIRST may use DISTRICT names and logos for marketing or advertising purposes.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day, month and year first written above.

| | |
|---|---|
| "DISTRICT"<br>Lone Peak Fire District | "FIRST RESPONDERS FIRST" |
| By ____________________________ | By ____________________________ |
| Print __________________________ | Sean Morris, LMFT, SAP, CEAP |