

AGREEMENT FOR PROFESSIONAL SERVICES RELATED TO FIRST RESPONDERS FIRST AND HILDALE CITY PUBLIC SAFETY

AGREEMENT FOR PROFESSIONAL SERVICES RELATED TO FIRST RESPONDERS FIRST AND HILDALE CITY POLICE AND FIRE DEPARTMENTS (hereinafter “Agreement”), is made and entered into this 1 day of April, 2024, by and between the City of Hildale, Utah, a municipal corporation of the State of Utah, 320 Newel Avenue, Hildale, Utah 84784 (hereinafter “CITY”), 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, CITY 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 CITY’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 CITY:

1. Individual and/or Couples Counseling – FIRST RESPONDERS FIRST shall provide CITY 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 CITY 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 CITY 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. CITY 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 CITY scheduling assistance.
4. Training – FIRST RESPONDERS FIRST shall provide CITY 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 CITY. One- or two-day peer support certification is part of this training description.
5. 24/7 Support – FIRST RESPONDERS FIRST shall provide CITY 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. CITY 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 CITY with individual crisis and trauma support for police and fire CITY personnel and family members, including retirees. CITY 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 CITY 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. CITY 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 CITY and CITY personnel in conjunction with FIRST RESPONDERS FIRST.

8. Coaching or Peer Counseling – FIRST RESPONDERS FIRST shall provide CITY with individual one-on-one coaching for CITY 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 CITY 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 CITY for purposes of tax, retirement system, or social security (FICA) withholding.

B. Compensation to FIRST RESPONDERS FIRST.

1. Individual and/or Couples Counseling – CITY 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 – CITY shall pay to FIRST RESPONDERS FIRST one hundred and fifty dollars (\$150) for peer support team development and oversight.
3. Wellness Check-Ins – CITY shall pay FIRST RESPONDERS FIRST one hundred and fifty dollars (\$150) per hour.
4. Training – CITY shall pay FIRST RESPONDERS FIRST two hundred and fifty dollars (\$250) per hour. (Note: Specific training courses may be based on a per student rate previously established by FIRST RESPONDERS FIRST).
5. 24/7 Support – CITY shall pay FIRST RESPONDERS FIRST one hundred (\$100) per month.

6. 24/7 Crisis and Trauma Support – CITY shall pay FIRST RESPONDERS FIRST one hundred and fifty dollars (\$150) per hour for any crisis and trauma support from CITY employees, retirees, or family members.
7. Post Critical Incident Intervention – CITY shall pay FIRST RESPONDERS FIRST three hundred dollars (\$300) 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. Coaching or Peer Counseling – CITY 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 CITY employees, couples, family members, or retirees, although the law mandates that services which FIRST RESPONDERS FIRST offers must be provided to them. CITY 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 CITY fail to substantially perform in accordance with its terms through no fault of FIRST RESPONDERS FIRST. CITY 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, CITY 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 CITY 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 responsibility between FIRST RESPONDERS FIRST and CITY. FIRST RESPONDERS FIRST shall not be obligated to indemnify CITY for CITY'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.

CITY 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 CITY. 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.

CITY and FIRST RESPONDERS FIRST agree that CITY, 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.

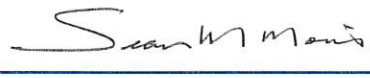
FIRST RESPONDERS FIRST may use CITY police and fire departments names and logos for marketing or advertising purposes.

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

“CITY”
City of Hildale, Utah

“FIRST RESPONDERS FIRST”

By 

By 

Print KEVIN J. BARLOW

Sean Morris, LMFT, SAP, CEAP