

**I. OPENING PARAGRAPH**

This Professional Services Agreement ("Agreement") is made effective as of the 1st day of January, 2025 by and between the New Prague Police Department, a Minnesota municipal corporation (the "City") and Peterson Counseling and Consulting, LLC, a Minnesota limited liability company (the "Contractor") for services to be provided under the terms of this Agreement for a term of 24 months.

**II. RECITALS**

WHEREAS, the Contractor is a Minnesota limited liability company focused on counseling services for incidents arising in the City;

WHEREAS, the Contractor represents that it has the requisite skills to assist City employees, officials, contractors, and agents and policy makers in providing psychological services including counseling, consultation, and training to the City ("Professional Services");

WHEREAS, the City believes that the provision of Contractor's Professional Services to the City promotes public health, safety, morals, and the general welfare;

WHEREAS, the City desires to engage the Professional Services of the Contractor, and the Contractor desires to assist the City with its Professional Services; and

WHEREAS, the parties wish to set forth in writing the terms and conditions of this Agreement.

NOW, THEREFORE, in return for the mutual agreements set forth below, the parties agree as follows:

**AGREEMENT**

**III. SCOPE OF AGREEMENT**

Peterson Counseling and Consulting agrees to provide psychological services including counseling, consultation, and training to the City. Examples of this service include:

- Provide confidential counseling services to Public Safety employees by means of mental health check –in, including assistance for stress related mental health issues that may affect work performance. Provide referrals, as necessary, for Public Safety employees seeking and/or needing further evaluation and intervention;
- Provide training to promote the psychological and emotional health;
- Respond, when requested by City supervisory personnel, to critical incidents;
- Be on call and able to request to needs after normal business hours;
- Respond when requested and available, to support and advise the Crisis Intervention Team/Negotiators of the City; and
- Any other services mutually agreed upon in writing between the parties.

Confidential services will be provided at a location agreed upon by the Public Safety employee and Contractor. In lieu of the on-site location, one off site location will be located at 1480 White Oak Dr. Chaska MN 55318.

**IV. COMPENSATION**

The Contractor shall be compensated as follows:

- \$150 per hour for individual sessions
- \$165 for mental health check- ins done annually or per request
- \$225 per hour for training sessions \$85 per hour for training preparation
- \$225 per hour for consultation on mental health and training initiatives
- \$200 per hour for a crisis response for critical incident, with minimum \$400 per response
- \$225 for chemical health assessment
- Mileage will be charged at the government rate when travel includes going on site for services and for a critical incident response. The total compensation under this Agreement for Professional Services (including reimbursement expenses)
- \$150 per month as a retainer to be available by phone after hours

The Contractor shall be required to submit a monthly work time report, invoiced to the City by the 30th of the following month.

The City will honor no claim for services not specified in this Agreement.

**V. RECORDS**

The Contractor shall maintain such records as are deemed necessary by the City to insure that the Professional Services are provided as represented by the Contractor. The Contractor shall maintain the records in a manner that ensures confidentiality to service recipients; however the Contractor shall provide disclosure of identities to the City or a third party if so required by law or regulation. All reports provided to the Contractor shall be securely maintained in locked file drawers or a locked room.

**VI. EXCHANGE OF INFORMATION**

The Contractor acknowledges that the City may withhold information, data, or reports when the release of such information could compromise an ongoing criminal or civil investigation, when it contains information regarding child sexual abuse or juvenile offenders, or when dissemination is prohibited by law or regulation.

The Contractor agrees that it will not distribute department information, data or reports to any third party, except the following under mandated reporter requirements: City Attorney's Office, County Attorney's Office, and County Probation Office. The Contractor further agrees that it will not provide copies of department information, data or reports to victims or offenders and will refer any individual or entity that requests such information to the City Fire Department. The Contractor agrees that it will not attach department information, data or reports to an Order for Protection. The Contractor's use of department information, data or reports for training or technical assistance must be pre-approved in writing by the City's Chief of Fire and Contractor's usage of such reports must be consistent with the requirements of any applicable local, state, or federal law, rule, or regulation.

The Contractor agrees that no personal client information will be shared without a consent/ release form being signed by the individual clients. Individual clients will receive an informed consent form when seeking counseling, whether part of the department's annual mental health check-in or other service offered by the Contractor.

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**AGREEMENT**

In witness whereof, the parties have executed this Agreement to be effective as of the date listed below

Signed:

Title: City Administrator Date: \_\_\_\_\_

Title: Mayor Date: \_\_\_\_\_

Confirmed Peterson Counseling and Consulting, LLC, Rachael Peterson MS LPCC LADC CCTP

Signed \_\_\_\_\_

\_\_\_\_\_ Owner –Peterson Counseling and

Consulting LLC Date: \_\_\_\_/\_\_\_\_/\_\_\_\_