

INDEPENDENT CONTRACTOR AGREEMENT

This Agreement is made and entered into this 1st day of July 2019 thru June 30, 2024 for a two-year contract with three additional one-year periods if mutually agreed to by both parties between the and City of Rialto, a municipal corporation (hereinafter referred to as "City") and Michael M Neeki, an individual, (hereinafter referred to as "Contractor").

RECITALS

WHEREAS, the Contractor has expressed an interest in providing Medical Director administrative services to the City, which generally consist of the review and provision of input into the development of all City operational policies and procedures that impact patient care; and

WHEREAS, the Contractor has represented to the City that he/she has the requisite knowledge and expertise similar to other professionals in the industry to provide such Medical Director administrative services;

NOW THEREFORE, in consideration of the mutual promises contained herein, the City of Rialto and Michael M Neeki, hereby agree as follows:

AGREEMENT

Section 1: Services. The City hereby engages the Contractor to provide Medical Director administrative services to the City, as more fully set forth in Exhibit "A" attached hereto, and incorporated herein by this reference. The Contractor shall determine the method, details, and means of performing the aforementioned described services, and shall advise the City of the same, prior to commencing any activities under this Agreement. The Contractor further agrees to perform such services to the best of its ability and in an efficient, safe and competent manner.

Section 2: Payment for Services. As compensation for the Contractor's services hereunder, the City shall pay the Contractor at the flat rate sum of up to Twenty Thousand and 00/100 Dollars (\$20,000.00) per fiscal year (consecutive twelve-month) period starting July 1, 2019, which payments will be made in the amount of One Thousand Six Thousand Sixty-Six and 67/100 Dollars (\$1,666.67) each paid on the first day of each month thereafter. The city shall also incur fees incurred through the acquisition of a Drug Enforcement Agency (DEA) registration number for the City, the purchase of which must be facilitated by a medical doctor. The City will for pay all costs incurred through the acquisition of the DEA registration number. In addition, the Rialto Fire Department will provide the Medical Director a dress uniform and badge to be worn when representing the Rialto Fire Department in an official capacity.

Section 3: Independent Contractor. It is the express intention of the parties hereto, that the Contractor is an independent contractor and not an employee or agent of the City. Nothing in this Agreement shall be interpreted or construed as creating or establishing a relationship of employer and employee between Contractor and City. Both parties acknowledge and agree that Contractor is not an employee of City for State tax, Federal tax, or any other purpose.

Section 4: Contractor's Employees. A listing of all Contractor's employees and agents who may participate in the performance of the Contractor's obligations hereunder, is attached hereto as Exhibit "B" and incorporated herein by this reference. No other employees or agents of the Contractor shall participate in the performance of services hereunder, without the prior written consent of the City.

Section 5: Business License. The Contractor shall obtain a City of Rialto business license, as a pre-condition of performing the services required hereunder.

Section 6: Termination. The City shall have the right to terminate this Agreement, with or without cause, with ten (10) day prior written notice to the Contractor.

Section 7: City Indemnity. The contractor shall defend, indemnify and hold the City, its elected officers, employees and agents, harmless from and against any and all actions, damages, loses, causes of action, and liability imposed or claimed relating to the injury or death of any person or damage to any property, including attorney's fees and other legal expenses, arising directly or indirectly from any act or omission of the Contractor in performing its services hereunder.

Section 8: Entire Agreement/Modification. This Agreement represents the entire Agreement of the parties hereto, as to the matters contained herein. Any modification of this Agreement shall be effective only if it is in writing and signed by the parties hereto. This Agreement shall be construed in accordance with the laws of the State of California.

Section 9: Assignment. This Agreement shall not be assigned without the prior written consent of the City. Any assignment, or attempted assignment, without such prior consent, shall be null and void, and at the option of the City result in the immediate termination of this Agreement.

Section 10: Insurance. The Contractor shall obtain and maintain during the term of this Agreement, all insurance required by this Section, and shall submit to the City a Certificate of Insurance evidencing the fact that such insurance is in force, prior to performing any services under this Agreement. Acceptance of the Certificate of Insurance by the City, shall not relieve the Contractor of any of the insurance requirements contained herein, nor decrease the liability of the Contractor.

- (a) Workers' compensation and employer's liability insurance in the State required in statutory amounts.
- (b) Comprehensive automobile and general liability insurance in amounts not less than \$500,000 for each occurrence. Such insurance shall not be cancelled unless thirty (30) days prior written notice is provided to the City.

- (c) The City shall be named as an additional insured on all policies, and such insurance shall be primary with respect to the City and non-contributing to any insurance or self-insurance maintained by the City.

Section 11: Attorney's Fees. In the event any action is commenced to enforce or interpret the terms or conditions of the Agreement, The prevailing party shall, in addition to any costs or other relief, be entitled to recover its reasonable attorney's fees.

Section 12: Severability. If any part, section, subsection, or other portion of this agreement, or any application thereof to any person or circumstance is declared, void, unconstitutional, or invalid for any reason, such part, section, subsection, or other portion of his/her Agreement, or any applicable thereof to any person or circumstance declared void, unconstitutional, or invalid for any reason, such part, section, subsection, or other portion, or the prescribed application thereof, shall be severable, and the remaining provisions of this Agreement, and all applications thereof.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first-above written.

CITY:

CITY OF RIALTO, a municipal corporation_

Rod Foster, City Administrator

ATTEST:

Barbara A. McGee, City Clerk

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

Fred Galante, City Attorney

CONTRACTOR:

By: _____

Michael M. Neeki M.D.

Exhibit “A”
Scope of work

Service Description: Medical Director for the Rialto Fire Department

OVERVIEW

The Medical Director is responsible for performing professional level work in planning and training activities and programs with health and medical components; providing direction for fire service medical issues; providing medical consultation to major support functions

The Medical Director is responsible for applying specialized medical knowledge to assure safety in field emergency medical services operations; for making decisions and providing expert consultation within the chain of command on a broad range of medical considerations.

ESSENTIAL FUNCTIONS:

The Medical Director:

1. In consultation with the EMS and CQI Coordinator, will provide medical oversight and expertise to EMS Operations, including providing medical oversight and information to planning and operations personnel,
2. Assists Training Officer on operations training topics with EMS, medical and health components; provides medical oversight and assists with EMS education curriculum development; provides direct EMS classroom and skills instruction and indirect education and briefings.
3. Provides medical oversight and expertise to continuous quality improvement (CQI) programs by reviewing and analyzing EMS effectiveness, system trends, and needs in an effort to ensure EMS system excellence
4. Serves as a liaison with medical directors and administrators, base hospitals, regional trauma centers, paramedic receiving hospitals, acute care facilities, paramedic training institutions and professional medical groups.
5. Assists EMS and CQI Coordinator/Designated Officer with decisions involving risk assessment, post-exposure prophylaxis and treatment of occupational infectious disease exposures; assists Risk Management/Safety Officer/Respiratory Program Manager with medical and health components of OSHA Respiratory Protection Standard.
6. Provides medical duties within the ICS Medical Unit or as Medical Unit Leader on extended incidents to provide medical care to patients and rehabilitation of firefighters on scene of extended incidents.
7. Assists Emergency Communications Center (ECC) and EMS staff and administration on Emergency Medical Dispatch (EMD) oversight, training, education and CQI.
8. Is responsible for assisting the Fire Department in the purchase of medical supplies, including medications and controlled substances required to have a MD or DO approval and signature. The Medical Director will assist the Fire Department in maintaining a “City of Rialto Fire and EMS” DEA Registration Number.
9. Performs other duties of a similar nature.