

CITY of JACKSON
CITY - CONSULTANT AGREEMENT

THIS AGREEMENT made and entered into this 7TH day of February, 2022, by and between the City of Jackson , (hereinafter the "CITY"), by and through its Fire Department located at 503 South Hope Street, Jackson, Missouri 63755, and Ronald Joe Leckie, D.O., (hereinafter the "CONSULTANT"), located at 1551 Chimney Spring Court, Jackson, Missouri 63755.

W I T N E S S E T H:

WHEREAS, the CITY desires to engage CONSULTANT to perform all the work and services required by the CITY - CONSULTANT Agreement; and

WHEREAS, CONSULTANT has the necessary skills and knowledge to render such services; and

NOW THEREFORE, for and in consideration of the mutual agreements between the parties hereinafter contained, and for other good and valuable consideration, the parties do agree as follows:

1. Statement of Work, Scope of Services

The CITY hereby engages Consultant to perform, and Consultant agrees to perform for the CITY, the role of Medical Director for the Fire Department. The Consultant will perform all duties necessary to fulfill the obligations of the Medical Director to include but not be limited to:

- Serve as the medical authority for the Fire Department.
- Provide Fire-based EMS medical direction and training.
- Be familiar with the purpose and philosophy of Fire Department operations.
- Participate in the Quality Improvement Program.
- Collaborate in the development and application of EMS medical protocols.
- Assist in the development and maintenance of the Infection Control Program.
- Oversee pharmaceutical acquisition and management from a vended service
- Provide medical direction, as necessary, to the city AED program
- Provide interface to the Public Health agencies involved in the city, at the state and regional level
- Assist in developing incident action plans for special events, as needed
- Provide oversight to incidents where firefighter injury occurs.
- Interact with Fire Department personnel
- Maintain a license as a physician.
- Comply with all administrative rules and regulations of the Fire Rescue Department and the City.

2. Representations Regarding Personnel

- a) CONSULTANT represents that he will secure at his own expenses, all medical licenses required to perform all work under this Agreement;
- b) All the services required hereunder will be performed by CONSULTANT or under the direct supervision of CONSULTANT.
- c) None of the work or services covered by this Agreement shall be transferred, assigned, or subcontracted by CONSULTANT without the prior written approval of the CITY.

3. Data Rights

All reports, information, data, or other documents, given to, prepared by or assembled by CONSULTANT under this Agreement shall be kept confidential and shall not be made available to any individual or organization by CONSULTANT without the prior written approval of the Fire Chief.

4. Amendments and Modifications

The CITY may, from time to time, request changes in the scope of services to be performed by CONSULTANT hereunder. No such change, including any increase or decrease in the amount of the compensation, which may be mutually agreed upon by and between the CITY and CONSULTANT shall be effective and enforceable until and unless a written amendment or change order to this Agreement has been executed by both parties and attached hereto.

5. Termination

If, through any cause, either party fails to fulfill its obligation under this Agreement in a timely manner satisfactory to the other party; or, if CONSULTANT violates any material provision of this Agreement, either party shall have the right to terminate this Agreement by giving written notice to the other party specifying a termination date which shall be at least seven (7) days after the date of such notice given. Either party shall also have the right to terminate this Agreement without cause at its convenience upon thirty (30) days written notice to the other party. In the event of termination, all finished or unfinished material prepared by CONSULTANT under this Agreement shall, at the option of the CITY, become the CITY's property and CONSULTANT shall only be entitled to compensation for satisfactory work performed up to and through the effective date of termination.

6. Term of Agreement

This Agreement shall be for a term of one year with the agreement automatically renewing each year for an additional one year term unless terminated by either party as set forth herein.

7. No Solicitation

CONSULTANT warrants and represents that it has not employed or retained any company or person, other than a bona fide employee working for CONSULTANT to solicit or secure this Agreement; and that it has not paid or agreed to pay any person, company, association, corporation, individual or firm, other than a bona fide employee working for any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of the above warranty and upon a finding after notice and hearing, the CITY shall have the right to terminate the Agreement without liability and, at its discretion, to deduct from the Agreement price or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

8. Equal Employment Opportunity ("EEO")

During the performance of this Agreement, CONSULTANT shall comply with all provisions of the CITY regarding Equal Employment Opportunity ("EEO") regarding nondiscrimination.

9. Compensation

This is a firm fixed-price Agreement. The CITY agrees to pay CONSULTANT Four Thousand Five Hundred and Forty-Five Dollars (\$4,545.00) annually on or about the first week of January of each year this Agreement remains in effect.

10. Standard of Care

CONSULTANT by the execution of this Agreement, acknowledges that it is possessed of that degree of care, learning, skill, and ability which is ordinarily possessed by other members of its profession and further contracts that in the performance of the duties herein set forth, will exercise such degree of care, learning, skill and ability as is ordinarily employed by Consultants under similar conditions and like circumstances and shall perform such duties without neglect or negligence.

11. Insurance

CONSULTANT shall obtain professional liability insurance. The Certificate of Insurance shall name the City as an additional insured. The minimum coverage shall be \$1,000,000 for each claim, \$3,000,000 for aggregate claims.

12. Indemnification

Notwithstanding anything contained in this agreement, CONSULTANT shall indemnify and hold harmless the CITY, its officers, agents, and employees from any and all claims against the CITY, its officers, agents, and employees which arise out of any negligent act or omission of CONSULTANT.

13. Permits and Licenses

CONSULTANT shall obtain, at its own expense, all permits and licenses required by all municipal, state and federal authorities now in force, or which may hereafter be in force, pertaining to the performance of the work called for by this Agreement.

14. Notices

All notices under this Agreement must be in writing and given by personal delivery, certified mail, return receipt requested, or by commercial overnight courier, to the recipient's designated address, attention to the parties' authorized representative, or as may otherwise be specified by either party to the other in accordance with this Section 13. Notice shall be deemed given on (i) the date of personal delivery; (ii) the fifth business day after mailing; or (iii) the next business day after delivery to an overnight courier (unless the return receipt or the courier's records evidence a later delivery). Notices shall be addressed as follows:

If to CONSULTANT:

Ronald Joe Leckie, D.O.
1551 Chimney Spring Court
Jackson, Missouri 63755

If to the CITY:

City Clerk
101 Court Street
Jackson, MO 63755

With a concurrent copy to:

Chief Jason Mouser, City of Jackson Fire Department
503 S. Hope Street
Jackson, Missouri 63755

15. Force Majeure

Neither party will be responsible for any failure to perform due to causes beyond its reasonable control (each a "Force Majeure"), including, but not limited to, acts of God, war, riot, embargoes, acts of civil or military authorities, fire, floods, earthquakes, accidents, strikes, or fuel crises, provided that such party gives prompt written notice to the other party. The time for performance will be extended for a period equal to the duration of the Force Majeure, but in no event longer than sixty (60) days, unless otherwise mutually agreed to by the parties.

16. Governing Law

This Agreement and any questions concerning its validity, construction or performance or the rights and duties of the parties shall be governed by and controlled by the laws of the State of Missouri, irrespective of the place of execution or the place or places of performance.

17. Severability

If any provision of this Agreement is found illegal, invalid or unenforceable under any applicable law or be so held by applicable court decision, such illegality, invalidity or unenforceability shall not render this Agreement illegal, invalid or unenforceable as a whole and that provision will be enforced to the maximum extent permissible; and the other provisions of this Agreement will remain in force.

18. Dispute Resolution

- A. Any dispute concerning performance of this Agreement shall be decided by the Fire Chief in consultation with the Cit Attorney who shall render his or her decision in writing and serve a copy on CONSULTANT. The decision of the Fire Chief shall be final and conclusive unless within thirty (30) days from the date of service of such decision CONSULTANT files with the Fire Chief a notice of its demand for non-binding mediation.
- B. The CITY and CONSULTANT will attempt to settle on behalf of either party any unresolved claim or controversy arising from this Agreement through consultation and negotiation in good faith and a spirit of mutual cooperation. If those attempts fail, the dispute will be mediated by a mediator chosen jointly by the CITY and CONSULTANT within thirty (30) days after notice by one of the parties demanding non-binding mediation. Neither party will unreasonably withhold consent to the selection of a mediator, and the CITY and CONSULTANT will share the cost of the mediation equally. The parties may also replace mediation with some other form of non-binding alternative dispute resolution procedure. Notwithstanding the above, any dispute that cannot be resolved between the parties through negotiation or mediation may then be submitted by either party to a court of competent jurisdiction in Cape Girardeau County, Missouri.

19. Effect of Agreement

The parties agree that this Agreement shall not become binding on the CITY, and the CITY shall incur no liability upon the same, until such Agreement has been executed by the CITY, approved as to form by the CITY Attorney, and delivered to CONSULTANT.

20. Survival

After termination or expiration of this Agreement, all provisions regarding reporting requirements, ownership, confidentiality, indemnification, rights and obligations upon and following termination shall survive.

21. Counterparts

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

22. Integration Cause.

This Agreement, including its applicable exhibits, represents the entire and integrated Agreement between the CITY and CONSULTANT regarding these transactions and replaces any prior oral or written communications between the parties. This Agreement may be amended or modified only by written instrument that is approved by the duly authorized representatives of the CITY and CONSULTANT.

IN WITNESS WHEREOF, the CITY and CONSULTANT have executed this Agreement by their duly authorized officers, as of February 7th, 2022.

CITY:

CONSULTANT: Ronald Joe Leckie, D.O.

Mayor Dwain Hahs



Ronald Joe Leckie, D.O.

ATTEST:

City Clerk