

MEDICAL DIRECTOR AGREEMENT

STATE OF TEXAS §
COUNTY OF HIDALGO §

This Agreement is made and executed on the date of signature below, by and between the City of Mission, Texas, a Texas home-rule municipal corporation, to the benefit of the Mission Fire Department Emergency Medical Services, and Ivan Melendez, MD, FAAFP.

WHEREAS, on November 3, 2021, the City of Mission and Ivan Melendez, MD, FAAFP, entered into a medical director agreement for a term of two years, expiring on October 25, 2023; and

WHEREAS, on December 19, 2023, the City of Mission and Ivan Melendez, MD, FAAFP, entered into an Extension of Medical Director Agreement, expiring on February 29, 2024; and

WHEREAS, the Mayor and City Council desires to provide medical direction for its Mission Fire – Emergency Medical Services through the use of a licensed physician; and

WHEREAS, all other previous agreements with Dr. Ivan Melendez have or will soon expire; and

WHEREAS, the Mayor and City Council desire to contract with Dr. Ivan Melendez to serve as Medical Director for Mission Fire Department – EMS and Dr. Melendez is willing to serve as Medical Director under the terms and conditions stated herein.

NOW, THEREFORE, in consideration of the premises, the agreements herein contained and other valuable consideration, receipt of which is hereby acknowledged, the parties agree as follows:

I. APPOINTMENT OF MEDICAL DIRECTOR

The City of Mission hereby appoints Ivan Melendez, MD, FAAFP, physician currently licensed to practice medicine in the State of Texas, as the Medical Director of the Mission Fire Department Emergency Medical Services, in compliance with the State of Texas, Health and Safety Code for the term stated below.

II. COMPENSATION

In consideration for rendering the services of Medical Director under the terms of this Agreement, the City shall pay aggregate compensation at a twelve-month rate of SIXTY THOUSAND DOLLARS (\$60,000.00) to be distributed on a monthly basis of equal payments of \$5,000.00/month.

III. TERM AND TERMINATION

The term of this Agreement shall be a period of twelve (12) months commencing upon the effective date hereof; provided however, that the City of Mission shall have the exclusive right and option to extend the term hereof by up to two (2) additional twelve (12) month periods by giving written

notice to the Medical Director of the City's election to extend the term thereof, such notice shall be given not more than ninety (90) days prior to the expiration of the initial term or the immediately preceding term.

In all case, either party shall have the right and option, with or without cause, and without penalty or prejudice to any other remedy it may be entitled to at law, or in equity or otherwise under this Agreement, terminate further work under this Agreement, in whole or in part by giving at least thirty (30) days prior written notice thereof to the other party with the understanding that all services being terminated shall cease upon the date such notice is received unless otherwise indicated in writing by the notifying party.

IV. SCOPE OF SERVICES AS MEDICAL DIRECTOR

Ivan Melendez, MD, FAAFP, shall serve as the Medical Director of the Emergency Medical Services Division of the Fire Department (the "Department") and will provide medical supervision of developing protocols and standing orders of EMS personnel and units; approve EMS medical equipment and personnel permitted to function within the EMS system: give guidance and directions to the Director of EMS and his staff; approve EMS training programs and training personnel; receive input from emergency departments and community physicians; advise the Department regarding creation and enforcement of ordinances pertaining to Emergency Medical Services; provide guidance related to disaster preparedness; and assist in developing communications and dispatching procedures related to EMS; receive and investigate complaints; participate in ongoing medical audits, provide review and performance appraisals of EMS personnel and system functions; and report to the Fire Chief the goals and progress of the Emergency Medical Services.

In addition, Dr. Ivan Melendez agrees to (a) provide a minimum of four (4) hours of EMS related every month to Mission Fire Department EMS personnel and (b) attend the Texas Medical Directors Conference annually at his own expense.

V. COMPLIANCE WITH APPLICABLE LAWS

Dr. Ivan Melendez shall at all times observe and comply with all Federal, State and local laws, ordinances and regulations including all amendments and revisions thereto, which in any manner affect the Medical Director or his work and SHALL INDEMNIFY AND HOLD HARMLESS THE CITY AGAINST ANY CLAIM RELATED TO OR ARISING FROM THE VIOLATION OF ANY SUCH LAWS, ORDINANCES AND REGULATIONS BY THE MEDICAL DIRECTOR. If the Medical Director observes that the work is not in compliance, he shall promptly notify the City in writing.

VI. INSURANCE AND CERTIFICATES OF INSURANCE

Ivan Melendez, MD, FAAFP, shall acquire and maintain for the duration of this Agreement his own malpractice and medical director liability insurance, as set forth herein and at his own

expense. The insurance policies shall include the City of Mission as an additional insured. The insurance coverage policy must carry FIVE HUNDRED THOUSAND DOLLARS (\$500,000.00) per incident and ONE MILLION DOLLARS (\$1,000,000.00), per occurrence. Dr. Ivan Melendez shall provide a signed insurance certificates verifying that it has obtained the required insurance coverages prior to the effective date of this Agreement.

VII. ASSIGNMNET

Dr. Ivan Melendez agrees to retain control and to give full attention to the fulfillment of this Agreement, that this Agreement shall not be assigned without the prior written consent of the City of Mission, and that no part or feature of the work will be assigned to anyone objectionable to the city. Further, Dr. Melendez agrees that the assignment of any portion or feature of this work, or materials required in the performance of this Agreement, shall not relieve him from its full obligations to the City as provided by this Agreement.

VIII. INDEPENDENT CONTRACTOR

Dr. Melendez agrees that he is an independent contractor and not an officer, agent, servant, or employee of the City of Mission; that he shall have exclusive control of and exclusive right to control the details of the work performed hereunder and all persons performing the same, and shall be responsible for the acts and omissions of himself; that the doctrine of respondeat superior shall not apply as between the City and Dr. Melendez, and nothing herein shall be construed as creating a partnership or joint enterprise between the City and Dr. Melendez.

IX. NOTICES

Any notice provided for in or permitted under this Agreement shall be made in writing or served by: (i) delivering the same in person to the Party to be notified, (ii) depositing the same in the United States mail, postage prepaid, registered or certified with return receipt requested, and addressed to the Party to be notified at the address herein specified, or (iii) delivery by private courier with proof of delivery required. If notice is deposited in the United States mail pursuant to (ii) of this Article, it will be effective from and after the date of receipt or delivery. Notice given in any other manner shall be effective only if and when received by the Party to be notified. For the purpose of notice, the address of the parties shall be, until changed as provided for, as follows:

If to City:
City of Mission
Randy Perez, City Manager
1201 East 8th Street
Mission, Texas 78572
rperez@missiontexas.us

With a copy to:
City Attorney's Office
Victor A. Flores, City Attorney
1201 East 8th Street
Mission, Texas 78572
vaflores@missiontexas.us

If to Medical Director:
Ivan Melendez, MD, FAAFP

With a copy to:

X. MISCELLANEOUS

The following miscellaneous provisions are made part of this Agreement:

Entire Agreement. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter covered in this Agreement. There is no other collateral oral or written agreement between the Parties that, in any manner relates to the subject matter of this Agreement, as approved by the City Council of the City of Mission and the Medical Director. Any alteration of or amendment to this Agreement shall NOT be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Applicable Law and Venue. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The Parties agree to submit to the personal and subject matter jurisdiction of a court of competent jurisdiction of said county.

Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same document.

Construction. The Parties acknowledge that the Parties and their counsel have reviewed and revised the Agreement and that the normal rule of construction to the effect that any ambiguities

are to be resolved against the drafting party shall not be employed in the interpretation of the Agreement.

Headings. All headings herein are inserted only for convenience and ease of reference and are not to be considered in the construction or interpretation of any provision of this Agreement.

Effective Date. This Agreement shall be effective from and after the date of execution by the last signatory hereto as evidenced below.

IN WITNESS WHEREOF, the parties have executed this Agreement by signing below.

CITY OF MISSION

By: _____
Randy Perez, City Manager

Date: _____

By: _____
Adrian Garcia, Fire Chief
Fire Department
Emergency Medical Services

Date: _____

ATTEST:

Anna Carrillo, City Secretary

MEDICAL DIRECTOR

By: _____
Ivan Melendez, MD, FAAFP

Date: _____