

RESOLUTION NO. R16-65

A RESOLUTION OF THE CITY COUNCIL AUTHORIZING THE MAYOR TO SIGN A CONTRACT WITH DR. JEDEDIAH WALKER FOR THE MEDICAL DIRECTOR POSITION FOR THE LAUREL AMBULANCE SERVICE.

BE IT RESOLVED by the City Council of the City of Laurel, Montana:

Section 1: Approval. The Contract between the City of Laurel and Dr. Jedediah Walker for the medical director position with the Laurel Ambulance Service, a copy attached hereto, is hereby approved.

Section 2: Execution. The Mayor and City Clerk of the City of Laurel are hereby given authority to execute said contract on behalf of the City.

Introduced at a regular meeting of the City Council on July 19, 2016, by Council Member Herr.

PASSED and ADOPTED by the City Council of the City of Laurel, Montana, this 19th day of July, 2016.

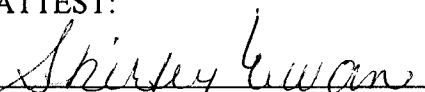
APPROVED by the Mayor this 19th day of July, 2016.

CITY OF LAUREL



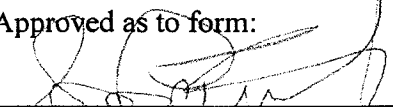
Mark A. Mace, Mayor

ATTEST:



Shirley Ewan, Clerk/Treasurer

Approved as to form:



Sam S. Painter, Civil City Attorney



LAUREL FIRE DEPARTMENT

215 WEST 1ST STREET • LAUREL, MT • 59044
OFFICE 406.628.4911 • FAX 406.628.2185

June 27, 2016

Heidi,

I would like to request the addition of Dr. Jedediah Walker as our Medical Director, for appointment on July 12, 2016. Dr. Walker is a physician with Billings Clinic Emergency Room. Dr. Walker graduated for Skyview High School and returned to Montana with his family in 2015.

Please consider Dr. Jedediah Walker for appointment to this service.

Regards,

Kara M Hergenrider, AEMT
Laurel Fire/EMS
215 West 1st Street
Laurel, MT 59044
Office: 406-628-1611
Cell: 406-860-8233
Fax: 406-628-7351

Dr. Walker -

If at all possible to
have signed before 5pm
today. They (city) needs
for tonight's meeting.

Thanks!
Kara
ext: 4388

INDEPENDENT CONTRACTOR SERVICE CONTRACT

This Contract is made and entered into this 19th day of July, 2016, between the City of Laurel, a municipal corporation organized and existing under the laws of the State of Montana whose address is P.O. Box 10, Laurel, Montana 59044, hereinafter referred to as "City" and Dr. Jedediah Walker, whose address is 6287 Canyonwoods Drive, Billings, MT 59106, hereinafter referred to as "Contractor".

SECTION ONE DESCRIPTION OF SERVICES

- A. Purpose. City shall hire Contractor as an independent contractor to perform medical director duties for City as described by the State of Montana Board of Medical Examiners.
- B. Effective Date and Term. The term of this contract is for one year. The contract will automatically renew for one year periods upon expiration unless either party terminates the contract pursuant to the provisions of Section Nine herein.
- C. Scope of Work. Contractor shall perform his/her work and provide services in accordance with the specifications and requirements of this contract.

SECTION TWO CONTRACT PRICE

Payment. City shall pay Contractor One Thousand Two Hundred Fifty Dollars and No Cents (\$1,250.00) per quarter to provide medical director services to the City. Any alteration or deviation from the described work that involves extra costs must be executed only upon written request by the City to Contractor and will become an extra charge over and above the contract amount. The parties must agree to extra payments or charges in writing.

SECTION THREE CITY'S RESPONSIBILITIES

The City shall pay Contractor the quarterly sum pursuant to Section Two by the 15th of every fourth month. City shall pay Contractor the full quarterly cost, plus any additional work or services beyond those services in Section One, if agreed upon in writing by both parties.

SECTION FOUR CONTRACTOR'S WARRANTIES AND RESPONSIBILITIES

Independent Contractor Status. The parties agree that Contractor is an independent contractor for purposes of this contract and is not to be considered an employee of the City for any purpose hereunder. Contractor is not subject to the terms and provisions of the City's personnel policies or handbook and shall not be considered a City employee for workers' compensation or any other purpose. Contractor is not authorized to represent the City or otherwise bind the City in any dealings, agreements or sub-contracts in any dealings between Contractor and any third parties. The City is interested solely in the results of this contract. Contractor is solely responsible for all work and work product under this contract, including techniques, sequences, procedures, and means. Contractor shall

supervise and direct the work to the best of his/her ability.

**SECTION FIVE
INDEMNITY, INSURANCE AND PERFORMANCE BOND**

Contractor shall indemnify, defend and save City, its officers, agents and employees harmless from any and all losses, damage and liability occasioned by, growing out of, or in any way arising or resulting from any intentional or negligent act on the part of Contractor or its agents or employees.

**SECTION SIX
COMPLIANCE WITH LAWS**

Contractor shall comply with all federal, state, local laws, ordinances, rules and regulations. Contractor shall either possess a City business license or shall purchase one, if a City Code requires a business license.

**SECTION SEVEN
NONDISCRIMINATION**

Contractor agrees that any hiring of persons as a result of this contract must be on the basis of merit and qualification and further that Contractor shall not discriminate on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability or national origin.

**SECTION EIGHT
DEFAULT**

If either party fails to comply with any term or condition of this Contract at the time or in the manner provided for, the other party may, at its option, terminate this Contract and be released from all obligations if the default is not cured within ten (10) days after written notice is provided to the defaulting party. Said notice shall set forth the items to be cured. Additionally, the non-defaulting party may bring suit for damages, specific performance, and any other remedy provided by law except for punitive damages. The Parties hereby waive their respective claims for punitive damages. These remedies are cumulative and not exclusive. Use of one remedy does not preclude use of the others. Notices shall be provided in writing and hand-delivered or mailed to the parties at the addresses set forth in the first paragraph of this Contract.

**SECTION NINE
TERMINATION**

Either party may terminate the contract for their convenience upon thirty days written notice sent postage prepaid, to the addresses provided herein.

**SECTION TEN
GOVERNING LAW AND DISPUTE RESOLUTION**

The Parties agree that the laws of the State of Montana govern this Contract. The Parties agree that venue is proper within the Courts of Yellowstone County, Montana. If a dispute arises, the Parties, through a representative(s) with full authority to settle a dispute, shall meet and attempt to negotiate a resolution of the dispute in good faith no later than ten business days after the dispute arises. If negotiations fail, the Parties may utilize a third party mediator and equally share the costs of the mediator or file suit.

**SECTION ELEVEN
ATTORNEY FEES**

If any action is filed in relation to this agreement, the unsuccessful party in the action shall pay to the successful party, in addition to all sums that either is ordered to pay, a reasonable sum for the successful party's attorney's fees and all costs charges and expenses related to the action.

**SECTION TWELVE
ENTIRE AGREEMENT**

This contract contains the entire agreement and understanding of the parties and supersedes any and all prior negotiations or understandings relating to this project. This contract shall not be modified, amended, or changed in any respect except through a written document signed by each party's authorized respective agents.

**SECTION THIRTEEN
ASSIGNMENT OF RIGHTS**

The rights of each party under this Contract are personal to that party and may not be assigned or transferred to any other person, firm, corporation, or other entity without the prior, express, and written consent of the other party.

**SECTION FOURTEEN
SEVERABILITY**

Each provision, section, or subsection of this Contract shall stand separate and independent of every other. In the event that a court of competent jurisdiction shall find any provision, section, or subsection of this contract to be invalid, the remaining provisions, sections, and subsections of this contract shall remain in full force and effect.

**SECTION FIFTEEN
PARAGRAPH HEADINGS**

The titles to the paragraphs of this contract are solely for the convenience of the parties and shall not be used to explain, simplify, or aid in the interpretation of the provisions of this agreement.

SIGNED AND AGREED BY BOTH PARTIES ON THE 19TH DAY OF JULY, 2016.

CITY OF LAUREL

Mark A. Mace
Mark A. Mace, Mayor

CONTRACTOR

Dr. J. Walker
Dr. Jedediah Walker

ATTEST:

Shirley Ewan
Shirley Ewan, City Clerk/Treasurer