

## AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES

THIS AGREEMENT, dated May 1, 2024, is entered into by and between the City of Murrieta, a California Municipal corporation, hereinafter referred to as "City", and ZF Signature Inc, an S-Corporation, hereinafter referred to as "Consultant", with respect to the following facts:

WHEREAS, City requires the services of a consultant who is experienced in the provision of Emergency Medical Services;

WHEREAS, Consultant has the necessary experience in providing professional physician-level consulting services and advice on various issues including Emergency Medical Services;

WHEREAS, City now desires to retain Consultant to accomplish the above services, and Consultant is willing to be so retained to the terms and conditions of this Agreement.

NOW, THEREFORE, City and Consultant agree as follows:

1. Retention of Consultant. City retains Consultant to perform, and Consultant agrees to render, services as described in Exhibit "A", attached hereto and incorporated herein by reference (hereinafter "the services"), in accordance with the terms and conditions set forth herein. These duties may be adjusted from time to time as agreed upon in writing by Consultant and City.
2. Standard of Performance and Licensure. While performing the services, the Consultant shall exercise the reasonable professional care and skill customarily provided by reputable members of the Consultant's profession practicing in the Metropolitan Southern California Area. Consultant shall use reasonable diligence and best judgment while exercising his professional skills and expertise. In addition, the Consultant shall, during the term of this Agreement, be licensed to practice as a physician in the State of California, be Board Certified/Board Eligible in emergency medicine, and be currently engaged in the practice of emergency medicine.
3. Term. This Agreement shall be for a twelve (12) month period commencing May 1, 2024, ending April 30, 2025. This agreement may be extended for up to two (2), additional one-year periods upon mutual agreement in writing of both parties.
4. Personnel. All work contemplated by this Agreement shall be completed by Consultant. Consultant shall remain assigned through completion of the services, unless otherwise mutually agreed by the parties in writing, or caused by hardship or resignation in which case replacement personnel shall be subject to City approval.
5. Subcontracting. Consultant shall not subcontract any portion of the work required by this Agreement without prior written approval of the City. Subcontractors, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

6. Contract Administration. The City's Fire Chief has designated the Department's Fiscal Management Analyst to administer this Agreement on behalf of the City and shall be referred to herein as Contract Administrator.
7. Compensation – Payment. Consultant's compensation for services rendered under this Agreement shall be in the amount of Thirteen Thousand Five-Hundred Dollars (\$13,500.00) per year for a three-year period, with no more than a 4% increase in service fees annually for a not-to-exceed total Agreement amount of \$42,162.00. Consultant will be required to work no more than a maximum of six hundred (600) hours per year. Consultant will be paid in four (4) quarterly installments. Consultant will prepare quarterly invoices submitted to Murrieta Fire & Rescue for initial approval and processing through the City's financial system. Payments shall be made within twenty (20) days of receipt by the City for each quarterly invoice.
8. Independent Contractor. Consultant shall at all times during the performance of the services retain its status as independent contractor. Consultant's employees and agents shall under no circumstances be considered or held to be employees or agents of the City, and the City shall have no obligation to pay or withhold state or federal taxes or provide worker's compensation or unemployment insurance for or on behalf of them or Consultant.
9. Indemnification. City shall defend, indemnify, and hold the Consultant harmless from any and all loss, damage, claim for damage, liability, expense, or cost, including attorney's fees, which arises out of or is in any way connected with the performance of work under this Agreement by Consultant. This indemnification provision shall not apply to willful misconduct or gross negligent conduct on the part of Consultant.

The parties expressly agree that any payment, attorney's fees, costs, or expense the City incurs or makes to or on behalf of an injured employee under the City's self-administered workers' compensation is included as a loss, expense, or cost for the purposes of this Section, and that this Section shall survive the expiration or early termination of the Agreement.

10. Worker's Compensation Insurance. By executing this Agreement, and if Consultant should hire employees to perform any work under this Agreement, Consultant certifies that Consultant is aware of and will comply with Section 3700 of the Labor Code of the State of California requiring an employer to be insured against liability for workers' compensation or to undertake self-insurance before commencing any of the work. Consultant shall carry the insurance or provide for self-insurance required by California law to protect Consultant from claims under the Workers Compensation Act.

Prior to the City's execution of this Agreement, Consultant shall file with City either (1) a certificate of insurance or self-insurance evidencing that such insurance is in effect, or that Consultant is self-insured for such coverage; or (2) a certified statement that Consultant has no employees, and acknowledging that if Consultant does employ any person, the necessary certificate of insurance will immediately be filed with the City. Any certificate filed with the City shall provide that the City shall be given ten (10) days prior written notice before

modification or cancellation thereof. The Consultant workers compensation carrier shall be authorized to transact insurance business in the State of California with a policyholder's rating of B+ or higher and a Financial Class VII or larger.

11. Errors or Omissions. The City agrees to waive any claim against Consultant for any error and/or omission that may result from Consultant's performance of services under this Agreement.
12. Business Tax. Consultant understands that its performance of the services may constitute doing business within the City of Murrieta and he shall, therefore, register for and pay a business tax if required by the City of Murrieta Municipal Code.
13. Maintenance of Records. Consultant shall maintain complete and accurate records with respect to costs incurred under this Agreement. All such records shall be clearly identifiable. Consultant shall allow a representative of the City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Consultant shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.
14. Time is of the Essence. Time is of the essence for each and every provision of this Agreement.
15. City's Right to Employ Other Consultants. The City reserves the right to employ other consultants in connection with the project.
16. Confidentiality. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input records data, written information, and other materials either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidential by Consultant, except as otherwise directed by the Contract Administrator. Nothing furnished to Consultant which is otherwise known to the Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use the City's name or insignia, photographs or the project, or any publicity pertaining to the services or the project in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of the City.
17. Conflict of Interest. Consultant warrants by execution of this Agreement that he has no interest, present or contemplated, in the projects affected by the above-described services. Consultant further warrants that he has no real property, business interests or income that will be affected by or, alternatively, that Consultant will file with the City an affidavit disclosing any such interest. The City acknowledges and agrees that Consultant is a sole proprietorship and the City agree that this contractual relationship currently does not represent a conflict of interest hereunder and each party agrees that they will promptly provide written notice to the other party in the event that at some time in the future they become aware of any

circumstances that would render such contractual arrangement a conflict of interest hereunder.

18. Solicitation. Consultant maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift, or other consideration contingent upon or resulting from the award of making this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability.
19. General Compliance with Laws. Consultant shall keep fully informed of federal, state, and local laws, ordinances, and regulations which in any manner affect those employed by Consultant, or in any way affect the performance or services by Consultant pursuant to this Agreement. Consultant shall at all times observe and comply with all such laws, ordinances, and regulations and shall be responsible for the compliance of Consultant's services with all applicable laws, ordinances, and regulations.
20. Amendments. This Agreement may be amended or supplemented only by written documents signed by both parties.
21. Termination. This Agreement may be terminated by either party, with or without cause, upon thirty (30) days prior to written notice to the other party.

In the event of a substantial failure of performance by Consultant, City may terminate this Agreement upon a ten (10) day prior written notice to Consultant. The ten-day notice period shall be used by both parties in an attempt to negotiate resolution of disputes and remedy any breach.

In the event of termination, the City shall pay Consultant for all work performed as of the date of termination, calculated pursuant to Section 7, except that the City shall be entitled to withhold payment of funds otherwise owed to Consultant in an amount sufficient to compensate the City for costs, expense, or damages incurred as a result of a breach of this Agreement by Consultant.

22. Ownership of Documents. All reports, maps, drawings, and other contract deliverables prepared under this Agreement by Consultant shall be and remain the property of the City upon City's compensation of the Consultant, for its services as herein provided. Consultant shall not release to others information furnished by the City without prior approval of the Contract Administrator. Notwithstanding the foregoing, the City acknowledges that to the extent Consultant prepares documentation, including without limitation, PowerPoint presentations or handouts, in connection with continuing education presentations, such materials shall remain the property of Consultant. Consultant will provide an appropriate number of copies of any such documentation to the City's employees attending any training presentations provided by the Consultant.

23. Venue. Any action at law or in equity brought by either of the parties hereto for the purpose of enforcing a right or rights provided for by this Agreement shall be tried in a court of competent jurisdiction in the County of Riverside, State of California, and the parties hereby waive all provisions of law providing for a change of venue in such proceedings to any other county.
24. Notices. Service of any notices, bills, invoices, or other documents required or permitted under this Agreement shall be sufficient if sent by one party to the other by United States mail, postage prepared and addressed as follows:

City

City of Murrieta, Fire & Rescue  
Attn: Bernie Molloy, Fire Chief  
One Town Square  
24601 Jefferson Avenue  
Murrieta, CA 92562

Consultant

ZF Signature, Inc.  
Attn: Zeke W. Foster, M.D.  
36068 Hidden Springs Road  
Suite C155  
Wildomar, CA 92595

25. Successors and Assigns. It is mutually understood and agreed that this Agreement shall be binding upon City and Consultant and their respective successors. Neither this Agreement nor any part hereof nor any monies due or to become due hereunder may be assigned by Consultant without the prior consent of the Contract Administrator.
26. Nondiscrimination. During Consultant's performance of this Agreement, the Consultant shall not discriminate on the grounds of race, religious creed, color, national origin, ancestry, age, physical disability, mental disability, medical condition including the medical condition of Acquired Immune Deficiency Syndrome (AIDS) or any condition related thereto, marital status, sex or sexual orientation, or any other category protected under state or federal law, in the selection and retention of employees and sub-consultants, and the procurement of materials and equipment, except as provided in Section 12940 of the California Government Code. Further, Consultant agrees to conform to the requirements of the Americans with Disabilities Act in the performance of this Agreement.
27. Severability. Each provision, term, condition, covenant and/or restriction, in whole and in part, in this Agreement shall be considered severable. In the event any provision, term, condition, covenant, and or/restriction, in whole and/or in part in this Agreement is declared invalid, unconstitutional, or void for any reason, such provision or part thereof shall be severed from this Agreement and shall not affect any other provision, term, condition, covenant and/or restriction of this Agreement. The remainder of the Agreement shall continue in full force and effect.
28. Entire Agreement. This Agreement constitutes the final, complete, and exclusive statement of the terms between the Parties pertaining to the subject matter of this Agreement and supersedes all prior and contemporaneous understandings or agreements of the parties.

Neither party has been induced to enter into this Agreement, and neither party is relying on any representation or warranty outside those expressly set forth in this Agreement.

IN WITNESS WHEREOF the City and Consultant have caused this Agreement to be duly executed as represented by the below signatures.

CONSULTANT

By:  \_\_\_\_\_

ZF Signature, Inc. – Zeke W. Foster, M.D.

Date: April 30, 2024  
\_\_\_\_\_

CITY OF MURRIETA

By: \_\_\_\_\_

Lori Stone, Mayor

Date: \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_  
Cristal McDonald, City Clerk

APPROVED AS TO FORM:

ALESHIRE & WYNDER, LLP

\_\_\_\_\_  
Tiffany Israel, City Attorney

**EXHIBIT "A"**  
**SCOPE OF SERVICES**  
**CITY OF MURRIETA FIRE & RESCUE DEPARTMENT**  
**EMS Medical Doctor Consultant**

The Consultant is an independent contractor position and not an employee of the City of Murrieta. The Consultant will assist in the design, implementation, and oversight of the delivery of medical services as provided by the City of Murrieta Fire & Rescue department (MFR). The Consultant will advise and assist the Murrieta Fire & Rescue's EMS Coordinator in the review and development of operational policies, procedures, and programs that directly and indirectly affect patient care in the delivery of medical services. The Consultant's responsibilities include, but are not limited to, the following:

1. Along with the EMS Coordinator, monitor medical training programs, including the content, delivery and effectiveness of education and training.
2. Assist as needed in the instruction of EMS education.
3. Attendance as needed at department EMS Committee meetings.
4. Conduct periodic ride-alongs to provide immediate evaluation and education to EMS providers.
5. Assist the EMS Coordinator with the implementation and ongoing evaluation of MFR Continuous Quality Improvement Plan (CQI).
6. Assist and advise the EMS Coordinator during the Incident Review Process as it relates to the EMS program and CQI.
7. Assist with the development, implementation, and evaluation of any pilot programs identified or designated by Riverside Emergency Medical Services Authority (REMSA).
8. Provide clarification and direction as needed for protocol or policy changes affecting EMS delivery.
9. Act as a liaison on behalf of MFR with the emergency medical community, including hospitals, REMSA, and any other appropriate EMS agencies.
10. Coordination with the EMS Coordinator and Murrieta Police Department in the implementation and continued oversight of those programs required by the State of California for the operation of an Emergency Medical Dispatch Program.
11. Provide advisory services to the Chief of Murrieta Fire & Rescue or his designee on issues of medical services, to include but not limited to, advice on physical examinations, medical fitness programs for firefighters, and patient care concerns.
12. Provide consultation for MFR exposure control plan, including follow-up consultations on post-exposure incidents and the review of medical questionnaires.

12.1. Murrieta Fire & Rescue will provide Consultant with EMS safety gear and a Fire vehicle when accompanying crews on calls for EMS training. The consultant will complete a series of ride-alongs with the crews to educate and train them on EMS solutions.

Continuation of Maintaining Minimum Qualifications includes:

1. Must be a physician licensed in the State of California.
2. Must be Board Certified/Board Eligible in Emergency Medicine.
3. Must be currently engaged in the practice of emergency medicine.
4. Must possess knowledge of the Riverside County Emergency Medical System.
5. Must have knowledge and experience in continuous quality improvement processes.
6. Must have current or recent experience as a base hospital physician.