

## CONSULTING AGREEMENT

This Consulting Agreement (“Agreement”) is made and entered into this 1<sup>st</sup> day of June, 2022 (the “Effective Date”) by and between Borough of Belmar EMS, having an address of 601 Main Street, Belmar, New Jersey hereinafter referred to as “OWNER”, and Dr. Matthew Letizia, having an address of 32 Peterson Place, Mahwah, New Jersey, hereinafter referred to as “CONSULTANT”.

### WITNESSETH:

**WHEREAS**, Owner desires to engage Consultant to perform and provide medical director services.

**WHEREAS**, Consultant is willing to perform and provide medical director services upon the terms and conditions set forth in this Agreement;

**NOW, THEREFORE**, in consideration of the mutual promises and agreements herein contained, Owner and Consultant hereby agree as follows:

1. Agreement. Owner hereby engages Consultant, and Consultant hereby accepts such engagement whereby Consultant shall render, upon request, medical management and direction for the Owner in the operation of emergency services.
2. Term. The term of this Agreement shall commence on the Effective Date and shall continue thereafter for a period of twelve months. Unless terminated by either party on 30 days written notice by certified mail or overnight courier, this Contract will automatically renew every twelve months.
3. Travel and Living Expenses. Owner will not reimburse Consultant for any routine, daily travel or living expenses incurred by Consultant.

4. Compensation Terms. Consultant fees shall not be invoiced. Consultant shall be paid the sum of \$3,500.00 for the 12 month term of consulting and/or working. This sum shall be due and payable within 15 calendar days of signing of this Agreement. In addition, Owner shall reimburse Consultant any increase in the costs, fees and expenses for medical malpractice insurance.

5. Independent Contractor. Consultant shall be deemed an independent contractor in the performance of this Agreement and shall not be considered or permitted to be an agent, servant, officer, joint venture or partner of Borough of Belmar EMS. Consultant and shall not have the authority to bind Borough of Belmar EMS or make any decisions on behalf of Borough of Belmar EMS outside of the prescribed duties as set forth in this document. Conversely, Borough of Belmar EMS shall not have the authority to bind or make decisions on behalf of Consultant.

6. Standard of Care. Consultant agrees to perform the Services with that standard of care, skill and diligence normally provided by a professional person in the performance of such consulting services in respect to work similar to that hereunder. Consultant is hereby given notice that Owner will be relying on the accuracy, competence and completeness of Consultant's Services hereunder in utilizing the results of such Services in fulfilling contractual commitments to customers, clients and/or complying with statutory or regulatory requirements.

7. Indemnity. Owner hereby indemnifies and shall defend and hold harmless Consultant from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, interest, attorney's fees, costs and expenses of whatsoever kind or nature and in any manner directly or indirectly caused, occasioned or contributed

to in whole or in part, by reason of any action, omission, fault or negligence whether active or passive of Owner, or of anyone acting under its direction or control or on its behalf. Owners' aforesaid indemnity and hold harmless agreement shall not be applicable to any liability caused by the willful misconduct of Consultant.

8. Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes any and all previous representations, understandings, discussions or agreements between Owner and Consultant with respect to the subject matter of this Agreement. This Agreement may only be amended by an instrument in writing signed by Owner and Consultant which specifically amends this Agreement.

9. No Waiver. The failure of either party at any time to require performance by the other party of any provision of this Agreement shall in no way affect that party's right to enforce such provisions, nor shall the waiver by either party of any breach of any provision of this Agreement be taken or held to be a waiver of any further breach of the same provision.

10. Notices. Any notice given pursuant to this Agreement shall be in writing and shall be given by personal service or by registered mail, return receipt requested, postage prepaid, or as changed through written notice to the other party. Notice given by personal service shall be deemed effective on the date it is delivered to the addresses, and notice mailed shall be deemed effective on the third day following its placement in the mail addressed to the addressee.

11. Governing Law. This Agreement shall be governed by and construed in all respects in accordance with the laws of the State of New Jersey. Neither party waives their rights to a jury trial as to any or all of the issues arising out of or related to this Agreement. If

any provision shall be deemed for any reason not fully enforceable as written, that provision shall be reformed as necessary and enforced, or severed from the rest of the Agreement.

12. Further Assurances. Owner and Consultant shall execute all documents, and take or refrain from taking all actions, as may be necessary or appropriate to achieve the purposes of this Agreement.

13. INTENTIONALLY DELETED.

**IN WITNESS WHEREOF**, Owner and Consultant have executed this Agreement to be effective as of the day and year first above written.

DATED:

\_\_\_\_\_  
Borough of Belmar EMS  
By:

DATED:

\_\_\_\_\_  
Dr. Matthew Letizia