

The Corporation of the Town of Essex

By-Law Number 2479

Being a by-law to authorize the execution of an Agreement to amend a Consulting Services Agreement between the Corporation of the Town of Essex and Doctor Jessica Laba-Kaczmarek

WHEREAS the Corporation of the Town of Essex (the "**Town**") is qualified for funding from the Ministry of Health and Long-Term Care to retain the services of a Nurse Practitioner; and

WHEREAS one of the requirements for such funding is that an Agreement be entered into with a collaborating physician; and

WHEREAS the Town and Dr. Jessica Laba-Kaczmarek entered into such collaborating physician Agreement, dated March 4, 2024 (the "**Consulting Services Agreement**"); and

WHEREAS the Town and Dr. Jessica Laba-Kaczmarek are desirous of amending the Consulting Services Agreement.

Now therefore the Council of The Corporation of the Town of Essex hereby enacts as follows:

That the Mayor and Clerk are hereby authorized to execute an Agreement to amend the Consulting Services Agreement between the Corporation of the Town of Essex and Doctor Jessica Laba-Kaczmarek in the form attached hereto as Appendix "A"; and

That this by-law shall come into force and take effect upon the final passing thereof.

Read a first, second time and third time and finally passed on September 2, 2025.

Mayor

Clerk

Appendix "A"

AGREEMENT TO AMEND A CONSULTING SERVICES AGREEMENT

THIS AGREEMENT is dated the 2nd day of September, 2025.

BETWEEN:

THE CORPORATION OF THE TOWN OF ESSEX

(the "**Town**")

- and -

DOCTOR JESSICA LABA-KACZMAREK

(the "**Physician Consultant**")

WHEREAS:

- A.** Town and Physician Consultant entered into a consulting services agreement dated March 4, 2024 (the "**Consulting Services Agreement**"), attached hereto as Schedule 'A';
- B.** Section 8 of the Consulting Services Agreement provides for an amount of \$4,000 for overhead expenses per annum to be paid to the Physician Consultant; and
- C.** The parties wish to amend the Consulting Services Agreement as of **January 1, 2025**, to increase the amount payable pursuant to Section 8 from \$4,000 per annum to \$5,104 per annum.

NOW THEREFORE, in consideration of the premises and the mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by all parties, the parties hereto agree as follows:

1. AMENDMENTS TO CONSULTING SERVICES AGREEMENT

- 1.1 Amendments. The Consulting Services Agreement is amended as follows:

- a) Effective as of **January 1, 2025**, Section 8 of the Consulting Services Agreement is deleted and expunged in its entirety and replaced with the following:

"An amount of \$5,104 for overhead expenses per annum shall be paid, as per the budget approved by the Ministry of Health (related to rent, utilities, telephone, maintenance, secretarial and reception staff time). This overhead will be paid in quarterly installments of \$1,276 to the Laba-Kaczmarek Medicine Professional Corporation."

2. INTERPRETATION

2.1 Terminology. All words and expressions defined in the Consulting Services Agreement shall have the same meanings when used herein with all amendments necessary to give effect thereto. Any terms used herein and not specifically defined herein shall have the meaning set forth in the Consulting Services Agreement. Where the two agreements conflict, the definitions contained herein shall govern.

2.2 Headings. The Section, Subsection and Paragraph headings are not to be considered part of this agreement, are included solely for convenience, are not intended to be full or accurate descriptions of the content thereof and are not to be considered in the interpretation of this agreement.

SECTION 3 – GENERAL

3.1 Confirmation. The parties hereby confirm that all other terms, conditions and covenants contained in the Consulting Services Agreement remain in full force and effect save as amended by this agreement.

3.2 Applicable Law. This agreement shall be interpreted according to the laws of the Province of Ontario and the federal laws of Canada applicable therein. Should any dispute of any kind arise in connection with this agreement, including but not restricting the generality of the foregoing, any question in respect of the interpretation, validity, termination or non-termination of this agreement or any renewal thereof, the parties agree to submit to the jurisdiction of the courts of the Province of Ontario exclusively.

3.3 Entire Agreement. Subject to the terms of the Consulting Services Agreement, this agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof, and its execution has not been induced by nor do any of the parties hereto rely upon or regard as material any representation or writings whatsoever not incorporated herein and made a part hereof and this agreement supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, of or between the parties pertaining to the subject matter hereof.

3.4 Schedule 'A'. Schedule 'A': The Consulting Services Agreement is incorporated in and forms part of this agreement.

3.5 Successors and Assigns. This agreement shall be binding upon and enure to the benefit of the parties hereto and any respective heirs, executors, administrators, successors and assigns agreed to in writing by the other party.

3.6 Severability. The provisions of this agreement are severable and the invalidity of any provision of this agreement shall not affect the validity of any other provision contained in this agreement.

3.7 Further Assurances. The parties shall sign such further agreements, assurances, papers and documents and generally do and perform or cause to be done and performed such further and other acts and things that may be necessary or desirable from time to time in order to give full effect to this agreement and every part hereof.

3.8 Counterparts. This agreement may be executed in counterparts, each of which so executed shall be deemed to be an original and such counterparts together shall constitute one and the same document. Any signature to this agreement by facsimile or other electronic means shall be deemed to be an original.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement on the date first set out above:

THE CORPORATION OF THE TOWN OF ESSEX

Name: Sherry Bondy
Title: Mayor

Name: Joe Malandrucolo
Title: Director, Legislative Services

We have authority to bind the corporation.

Witness

Dr. Jessica Laba-Kaczmarek

SCHEDULE "A"
Consulting Services Agreement
(see attached)