

THIS AGREEMENT made in triplicate this day of June, 2020.

BETWEEN:

THE CORPORATION OF THE TOWN OF FORT ERIE

(hereinafter called the "Town")

OF THE FIRST PART;

-and-

DR. NAZIA PIRZADA

(hereinafter called "Dr. Pirzada")

OF THE SECOND PART;

WHEREAS the Town of Fort Erie is located in an area of high physician need as deemed by the Ministry of Health and Long Term Care, and

WHEREAS the Town, through its Community Health Care Services Committee has determined that the Fort Erie Group Family Practice at 238 Bertie Street requires physicians due to impending retirements, and

WHEREAS the Treasurer of the Town has determined that the Town has sufficient capacity under its debt and financial obligation limited pursuant to O.Reg. 403/02, and

WHEREAS the Town is a lower-tier municipality in the Regional Municipality of Niagara operating pursuant to the provisions of the *Municipal Act, 2001*, as amended, and regulations thereunder, and

WHEREAS Section 107 of the *Municipal Act, 2001*, as amended, provides, amongst other things, that a municipality may make grants on such terms as to security and otherwise as the council considers appropriate to any person, group or body, including a fund, within or outside the boundaries of the municipality for any purpose that the council considers to be in the interest of the municipality, and

WHEREAS Dr. Pirzada is eligible to practice medicine in Ontario, and

WHEREAS entry into the Agreement is authorized by By-law No. XX-2020,

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the mutual covenants contained in the Agreement, and other good and valuable consideration, the parties covenant and agree as follows:

- 1) The Town agrees to provide a financial grant to Dr. Nazia Pirzada in the total amount of \$75,000.00 and such financial grant shall be paid by the Town to Dr. Pirzada as follows:

- a) Payment of \$30,000.00, made payable to Fort Erie Group Family Practice, within 21 days following the execution of this Agreement or on the date Dr. Pirzada commences to practice in Fort Erie, whichever occurs later, and
 - b) Three (3) annual payments of \$15,000.00, made payable to Fort Erie Group Family Practice, or as Dr. Pirzada may direct, beginning on the second anniversary date of the first payment and payable on successive anniversary dates thereafter.
- 2) In consideration for the financial grant provided by the Town as described in Article 1 of this Agreement, Dr. Pirzada agrees to start practicing family medicine within the boundaries of the Town of Fort Erie on or before January 1, 2021 and continue to regularly and actively practice family medicine within the boundaries of the Town of Fort Erie, providing primary care services to all patients enrolled to her.
- 3) In the event that Dr. Pirzada does start practicing family medicine within the boundaries of the Town of Fort Erie on or before January 1, 2021, should Dr. Pirzada not regularly and actively practice family medicine in Fort Erie, for a period of two (2) years following the date on which she begins to practice family medicine, Dr. Pirzada shall be required to repay all expenses referred to in Article 1a) of this Agreement prorated as to the number of months she practices family medicine in Fort Erie. Such amount shall be due and payable upon the effective date that Dr. Pirzada ceases to practice family medicine within the boundaries of the Town of Fort Erie. Provided that Dr. Pirzada continues to regularly and actively practice family medicine within the boundaries of the Town of Fort Erie, beginning on the second anniversary of the date on which the payment referred to in Article 1a) was made, Dr. Pirzada will receive an annual \$15,000.00 payment as described in Article 1b). Dr. Pirzada shall be required to regularly and actively practice family medicine within the boundaries of the Town of Fort Erie for a one (1) year period following each annual payment. In the event that Dr. Pirzada does not regularly and actively practice family medicine during a one (1) year period, Dr. Pirzada shall be required to repay the annual \$15,000.00 payment made for that one (1) year period prorated as to the number of months she practices family medicine in Fort Erie during that year. Such amount shall be due and payable upon the effective date that Dr. Pirzada ceases to practice family medicine within the boundaries of the Town of Fort Erie. Upon completion of the five (5) year period of regular and active practice of family medicine as set forth herein, any obligations of Dr. Pirzada to the Town under this Agreement shall be deemed to have been performed, satisfied or fulfilled.
- 4) Dr. Pirzada hereby represents and warrants to the Town and hereby acknowledges and confirms that the Town is relying upon such representations and warranties in

- 5) In the event of Dr. Pirzada's death, this Agreement shall terminate without further obligation to Dr. Pirzada, her heirs, executors, administrators, and/or assigns.
- 6) Neither the Town nor Dr. Pirzada is responsible for any failure to perform obligations under this Agreement, if they are prevented or delayed in performing those obligations by event of force majeure.
- 7) This Agreement shall constitute the entire agreement between the parties hereto with respect to all matters herein and this Agreement shall not be amended except by a memorandum in writing, signed by all of the parties hereto, and any amendment thereof shall be null and void and shall not be binding upon any party which has not given its consent as aforesaid.
- 8) No party hereto may assign this Agreement or any part hereof without the prior written consent of the other party hereto. Subject to the foregoing, this Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns.

[illegible]

Dr. Nazia Pirzada