

AMENDMENT NO. 1 TO THE TRENCH RESCUE SERVICES AGREEMENT

This amendment (“**Amendment**”) to the Trench Rescue Services Agreement dated as of April 24, 2017 (“**Agreement**”) between The Corporation of the City of Burlington (“**Burlington**”) and The Corporation of the City of Mississauga (“**City**”) is dated as of _____, 2024.

Burlington and Mississauga wish to amend the Agreement in the manner stated herein. Burlington and Mississauga agree as follows:

1. DEFINED TERMS

Capitalized terms used herein and not defined in this Amendment have the respective meanings assigned to them in the Agreement.

2. AMENDMENTS

a. The parties agree to amend the Agreement as follows:

- (i) Section 6, Fees, is amended by deleting Subsections 6.1 and 6.2 in their entirety and replacing them with the following new Subsection 6.1:

“6.1 For Trench Rescue Services provided by Mississauga Fire and Emergency Services under the terms of this Agreement, Burlington shall pay Mississauga the fees for the following service responses, as prescribed by Mississauga’s applicable fees and charges bylaws, as such fees may be amended or updated from time to time without notice. Any updates or adjustments to such fees under Mississauga’s applicable bylaws, shall align with the Ontario Ministry of Transportation applicable rates:

(a) Trench rescue incident

All fees charged will be invoiced to Burlington on a monthly basis no later than the 15th day of each month for the month prior and Burlington shall pay the amount invoiced plus applicable tax within thirty (30) days of the invoice date.”

- (ii) Section 20, Amendment, is amended by adding the following new Subsection, 20.2, immediately after Subsection 20.1:

“20.2 The Parties acknowledge and agree that should the Province begin to provide during the term of this Agreement, any of the Services outlined herein, Mississauga shall have the right in its sole discretion acting reasonably, to require that this Agreement be amended accordingly, or terminated.”

3. GENERAL

- a. Except as modified by this Amendment, all terms and conditions of the Agreement remain in full force and effect. In the event of a conflict between the terms and conditions of this Amendment and any terms and conditions of the Agreement, this Amendment will prevail with regard to the subject matter herein. This Amendment is delivered to Burlington pursuant to Section 16 of the Agreement.
- b. This Amendment may be executed in one or more counterparts and any single counterpart or a set of counterparts, in either case, executed by all the parties shall constitute a full, original and binding agreement for all purposes. Counterparts may be executed either in original or electronic form provided that any party providing its signature in electronic form shall promptly forward to the other party an original signed copy of this Amendment which was so e-mailed.

**THE CORPORATION OF THE CITY OF
MISSISSAUGA**

Signature

Shari Lichterman

Print Name

City Manager and Chief Administrative Officer

Title

Signature

Diana Rusnov

Print Name

City Clerk

Title

We have the authority to bind the corporation.

Authorized by City of Mississauga By-law No. 0047-2017, passed by Council on June 7, 2017 as amended by By-law 0079-2024, passed by Council on May 1, 2024.

**THE CORPORATION OF THE CITY OF
BURLINGTON**

Signature

Print Name

Title

Signature

Print Name

Title

I/We have authority to bind the corporation.