

**AMENDING AGREEMENT NO. 1**

**THIS AMENDING AGREEMENT NO. 1** dated the \_\_\_\_\_ day of \_\_\_\_\_, 2023;

BETWEEN:

**CITY OF SURREY**  
13450 – 104 Avenue  
Surrey, BC V3T 1V8

("Surrey")

OF THE FIRST PART

AND:

**CORPORATION OF THE TOWNSHIP OF ESQUIMALT**  
1229 Esquimalt Road  
Esquimalt, BC V9A 3P1

("Esquimalt")

OF THE SECOND PART

**WHEREAS:**

- A. Surrey and Esquimalt entered into an agreement regarding computer aided dispatch service and re-transmission of emergency related calls dated for reference the 18<sup>th</sup> day of September 2018 (the "Agreement").
- B. Esquimalt has requested Surrey to provide an option for an extension to the Agreement. Once notice is given by Esquimalt and Surrey has agreed to provide the extension, an extension amendment is subject to new fee schedule(s) and other new clauses, as mutually agreed upon.
- C. Surrey and Esquimalt have agreed to further amend the Agreement as set out in this Amending Agreement No. 1.
- D. Each capitalized term not otherwise defined herein shall have the meaning ascribed to it in the Agreement.

**NOW THEREFORE** this Amending Agreement No. 1 witnesses that in consideration of One (\$1.00) Dollar and other good and valuable consideration paid by each of the parties to each

other (the receipt and sufficiency of which each party hereby acknowledges) the parties hereby covenant and agree with each other as follows:

### **Amendments**

1.0 The Agreement is hereby amended as follows:

1.1 Add a new Section 3.1 immediately following existing Section 3 as follows:

3.1 Upon mutual agreement and authorization of the Client and Surrey, an additional one (1), five (5) year extension term may be established under this Agreement. Upon the signing of a new, additional, five (5) year term, the provisions of the Agreement will remain in force, save and except for:

- (a) this Section 3.1;
- (b) new fees, including a new Schedule "A" and Schedule "B", as agreed to in writing by the parties; and
- (c) any other provisions amended in writing by the parties.

The Client must make the request of Surrey in writing for extension of this Agreement. Upon receipt of the request, Surrey may provide a Contract Renewal Agreement in writing to the Client.

### **Due Execution**

2.0 Esquimalt hereby represents and warrants to Surrey that this Amending Agreement No. 1 has been duly authorized and executed by Esquimalt and that the delivery of this Amending Agreement No. 1 has been duly authorized by all necessary corporate action on the part of Esquimalt.

2.1 This Agreement may be executed electronically and in counterparts, all of which taken together will constitute one single agreement.

### **Full Force and Effect**

3.0 Surrey and Esquimalt hereby agree that the Agreement shall hereinafter be read and construed in conjunction with this Amending Agreement No. 1 and be regarded as being amended only to the extent herein provided and that all the terms, covenants, provisos, conditions and provisions of the Agreement, as amended hereby, shall continue to be in full force and effect and nothing herein contained shall operate or be construed to modify or otherwise affect the rights and obligations created by the Agreement as amended hereby.

**Enurement**

4.0 This Amending Agreement No. 1 shall enure to the benefit of and be binding upon the respective successors and permitted assigns of Surrey and Esquimalt.

**IN WITNESS WHEREOF** the parties have executed this Amending Agreement No. 1 as of the date set out above.

**CITY OF SURREY** by its  
authorized signatories:

\_\_\_\_\_  
FIRE CHIEF

**CORPORATION OF THE TOWNSHIP OF ESQUIMALT**  
by its authorized signatories:

\_\_\_\_\_  
CHIEF ADMINISTRATIVE OFFICER

\_\_\_\_\_  
CORPORATE OFFICER