

AMENDING AGREEMENT No. 1

This Amending Agreement No. 1 is effective as of December 1, 2024

BETWEEN:

HIS MAJESTY THE KING in right of Ontario
as represented by the Minister of Public and Business
Service Delivery and Procurement (formerly the "Ministry of
Government and Consumer Services" or (MGCS"))

(hereinafter "the Ministry")

AND:

**THE CORPORATION OF THE MUNICIPALITY OF ST.
CHARLES**

(hereinafter the "Service Provider")

This amending agreement amends the Issuing Services Agreement dated December 21, 2015, between the Ministry and the Service Provider for the provision of Issuing Services at the St. Charles' office (the "Agreement") as follows:

1. The Term of the Agreement is extended from December 1, 2024, to December 20, 2025.
2. Effective December 1, 2024, the schedule "Schedule 4 - Compensation" attached as Appendix "A" to this amending agreement is added to the Agreement.
3. Effective December 1, 2024, Section 10.01 of the Agreement is deleted in its entirety and replaced as follows:

10.01 Compensation for Issuing Services

For performance of the Issuing Services, the Service Provider shall receive compensation from the Ministry in the following manner:

(a) Monthly compensation in the amount set out in Schedule 4 or as may be determined in accordance with the provisions of Schedule 4 to cover the actual operational expenses the Service Provider has incurred to providing Issuing Services.

(b) Any other additional compensation identified by the Ministry and as set by the Ministry, in its sole discretion, from time to time,

all as articulated by the Ministry in the Instructions of the Ministry and the

Operational Directives, as applicable.

4. All other terms and conditions of the Agreement remain unchanged except where amendment is implied *mutatis mutandis* to give effect to this Amending Agreement.

The parties having agreed to the amendments contained herein have executed same on the date first above written.

**THE CORPORATION OF THE
MUNICIPALITY OF ST. CHARLES**

Per: _____

Name: _____

Position: _____

I have authority to bind the Municipality

**THE CORPORATION OF THE
MUNICIPALITY OF ST. CHARLES**

Per: _____

Name: _____

Position: _____

I have authority to bind the Municipality

**HIS MAJESTY THE KING
in right of Ontario as
represented by the Minister of Public
and Business Service Delivery and
Procurement**

Per: _____

Name: _____

Position: _____

Appendix A

SCHEDULE 4 – COMPENSATION

1) Defined Terms

In this Schedule the following words or expressions have the following meanings:

“Eligible Expenses” means expenses incurred directly related to the delivery of Issuing Services, including salaries, wages and benefits, and are limited to the following, unless agreed to by the Ministry in writing:

- Lease Costs
- Office Supplies
- Utilities
- Insurance
- Bookkeeping/Accounting Services
- ServiceOntario Marketing and Advertising
- Building Maintenance and Repair

For greater certainty, “Eligible Expenses” shall only include the portion of the costs that are directly attributable to the Service Providers’ delivery of Issuing Services, any costs that are shared among other services or programs provided by the Service Provider shall be excluded on a pro-rated basis.

“Monthly Payment” a payment for a monthly period to the Service Provider for Eligible Expenses that is either set out or calculated in accordance with this Schedule 3.

“Payment Term” a 12 month period of time beginning on December 1, 2024.

2) Monthly Payments

2.1 The Ministry will pay the Service Provider a Monthly Payment in the amount of **\$5364.08** for the initial Payment Term.

2.2 In the 11th month of the first and any subsequent Payment Term, the Service Provider shall provide the Ministry a report of actual Eligible Expenses for the first ten months of that term and a forecast of projected Eligible Expenses for the remaining two months of that Payment Term.

2.3 The Ministry will assess the report described in Section 2.2, to confirm the Service Provider’s compensation is being paid in a manner that reflects the actual operational expenses it has incurred to provide Issuing Services. If the Service Provider has underestimated or overestimated the actual Eligible Expenses incurred to provide

the Issuing Services, the Ministry shall adjust the remaining Monthly Payments in that Payment Term accordingly to account for the difference.

For greater certainty, in the event the Service Provider has underestimated the actual costs to provide the services under this Agreement, the Ministry shall adjust the remaining Monthly Payments in the Payment Term to account for the difference up to a maximum annual reimbursement of \$67,587.49.

2.4 At the conclusion of each Payment Term, the Service Provider shall provide the Ministry a forecast of projected Eligible Expenses for the subsequent Payment Term.

2.5 The Ministry will assess the forecast described in Section 2.4 and will adjust the Monthly Payment described in Section 2.1 for the applicable Payment Term to reflect that forecast. The maximum reimbursement for each Payment Term shall remain \$67,608.49 unless otherwise approved by the Ministry in writing.

2.6 In the 11th month of each Payment Term, the Service Provider shall provide the Ministry with a report of actual Eligible Expenses.

- i. In the event the Ministry determines that it has made an underpayment for the final two months of the term, the Ministry reimburse the Service Provider for the difference within 60 days of the conclusion of that 12-month period.
- ii. If at the conclusion of a Payment Term, the Ministry determines that it has made an overpayment for the final two months of the term, the Ministry will deduct the amount of the overpayment in the Monthly Payments to the Service Provider in the following 12-month term.
- iii. If at the termination or expiry of the Agreement, the Ministry determines that it has made an overpayment to the Service Provider during the final annual term, the Service Provider will reimburse to the Ministry the amount of the overpayment within 60 days of the termination or expiry of the Agreement.

2.7 The Ministry reserves the right to adjust or prorate the Monthly Compensation if the Service Provider does not provide Issuing Services for all or any part of a month during the term of the Agreement.

2.8 Notwithstanding anything else in the Agreement, the total amount payable by the Ministry to the Service Provider for Monthly Payments under the Agreement shall not exceed a maximum amount of up to \$67,587.49 unless otherwise approved by the Ministry in writing.