

Schedule "A"

**AGREEMENT AMENDING TERMS OF
POUNDKEEPING SERVICES**

made as of January 9, 2025

BETWEEN:

**THE CORPORATION OF THE MUNICIPALITY OF
WEST ELGIN**
(hereinafter referred to as the "Client" or the "Municipality")

OF THE FIRST PART

- and -

LONDON HUMANE SOCIETY
herein referred to as
HUMANE SOCIETY LONDON & MIDDLESEX
(hereinafter referred to as the "Consultant")

OF THE SECOND PART

hereinafter collectively referred to as the "Parties"

WHEREAS pursuant to an Agreement dated December 12, 2022 (hereinafter collectively referred to as the "Agreement") the Client retained the services of the Consultant in connection with poundkeeper services for the Municipality of West Elgin;

AND WHEREAS the Client has advised that it wishes to add Canine Pick-up Services as outlined on the attached hereto as Schedule "A", and has requested the Consultant to extend the Agreement for poundkeeper services (collectively the "Services");

AND WHEREAS the parties have agreed to extend the term of the Agreement for Services for an additional three month (3) term commencing at the expiry date of the Agreement being December 31, 2024 on the terms and conditions herein set forth;

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the sum of TWO DOLLARS (\$2.00) now paid by each of the parties thereto, the parties do hereby agree as follows:

- A. The parties acknowledge that the foregoing recitals are true, accurate and complete.
- B. The Agreement shall be amended so that the term of the Agreement for the Services shall be fully completed and ended on March 31, 2025 (the "Termination Date"), unless terminated earlier in accordance with the terms of the Agreement.
- C. The Agreement shall be amended to provide that Canine Pick-Up Services will be as

follows:

- Lump-Sum fee of \$12,000 annum, prorated for the purpose of a three (3) month period;
 - On a fee-as-used basis and pre-approved by municipal office staff during its regular municipal office hours;
 - Hourly rate of \$70/hour, starting from the time of call to impound/return to pound facility;
 - Mileage at CRA "Reasonable Allowance Rate" for the return distance to and from the pound facility to pick-up and drop-off location.
- D. It is agreed that there is no representation, warranty, collateral agreement or condition affecting this Agreement or supported hereby other than as expressed herein in writing. No amendments to the terms of this Agreement shall be binding, except if in writing signed by all of the parties.
- E. This Agreement may be executed and delivered in counterparts by facsimile or electronic transmission.

IN WITNESS WHEREOF the parties have executed this Agreement as of the date first above written.

SIGNED, SEALED AND
DELIVERED in the
presence of:

**THE CORPORATION OF THE MUNICIPALITY
OF WEST ELGIN**

Date: January 9, 2025

Per: Richard Leatham
Title: Mayor

Per: Terri Towstiuic
Title: Clerk

*We have authority to bind the Municipal
Corporation*

SIGNED, SEALED AND
DELIVERED in the
presence of:

LONDON HUMANE SOCIETY

Date: _____

Per: Wendy Arnott
Title: Executive Director

I have the authority to bind the Registered Charity

SCHEDULE "A"

Canine Pick-Up Services:

- **Receive calls** from Municipality of West Elgin residents, municipality and contracted by-law provider in regard to confined stray canines;
- **Co-ordinate details and logistics** of confined stray canines pick-ups, including pre-approval of pick-up with municipal staff during regular municipal office hours;
- **Transport confined stray canine** to the identified legal owner in the case of a microchipped canine or with the review of case fact information; or transport the confined canine to the poundkeeping facility.
- In the event of a **call received outside of municipal office hours** for a confined stray, work with the Municipality of West Elgin resident caller to determine if the confined canine can be held on-site until the municipal office opens. In the event that holding by resident is assessed as not possible, then proceed with the confined canine transportation and inform municipal staff within 24 hours.