

## CONTRACT AMENDMENT

### Animal Control Services Agreement CON21-0036 (ACSA 2021-03)

#### Amendment # 1

This Amending Agreement is made with the effective date of January 1<sup>st</sup>, 2024.

BETWEEN:

CAPITAL REGIONAL DISTRICT  
P.O. Box 1000  
625 Fisgard Street  
Victoria, B.C. V8W 2S6  
  
(the "CRD")

OF THE FIRST PART

AND:

THE CITY OF LANGFORD  
2<sup>nd</sup> floor, 877 Goldstream Ave.  
Langford, B.C. V9B 2X8  
  
("Langford")

OF THE SECOND PART

#### WHEREAS:

- A. The CRD and Langford originally entered into contract Animal Control Services Agreement ("Contract") on the June 25<sup>th</sup>, 2021, for a contract term commencing on July 1<sup>st</sup>, 2022 and expiring on June 30<sup>th</sup>, 2026.
- B. The Agreement requires any modification to its terms to be in writing and signed by both the CRD and the Langford (this "Amending Agreement");
- C. The parties wish to amend the Contract referenced above;

**NOW THEREFORE** in consideration of the above, the CRD and the Langford covenant and agrees with the other as follows:

1. All capitalized terms used in this Amending Agreement will have the same meaning assigned to them in the Agreement unless specifically otherwise defined herein.
2. All amendments provided for in this Amending Agreement will take effect on the Effective Date of this Amending Agreement and will continue for the new Term including any renewals unless otherwise amended per the terms of the Agreement or future amending agreement. Except as expressly set out herein, all other terms and conditions of the Agreement will remain in full force and effect.
3. This Amending Agreement may be executed by the CRD and Langford in counterpart and may be executed and delivered by electronic means or facsimile. All the counterparts taken together will constitute one and the same agreement.

4. Remove and replace section 6.1(g):

6.1 (g) at the CRD’s discretion and when authorized in writing by Langford or by resolution of Langford Council if required, pursue on Langford’s behalf any prosecution including but not limited to by way of long form information or any civil remedy including but not limited to dog destruction orders, injunctions, or other civil proceedings, with all costs to be borne by Langford. The CRD will use best efforts to not incur or to minimize legal costs for certain tasks associated with proceedings under this agreement such as filing court documents, obtaining search warrants, prosecuting municipal ticket informations (MTI’s), small claims court appearances, and preliminary appearances for dangerous dog destruction orders, where, at the discretion of the CRD, trained staff is available and can reasonably undertake those tasks;

**IN WITNESS WHEREOF** the Amending Agreement has been executed and delivered by the parties as of the day and year first above written.

The Corporate Seal of THE CITY OF LANGFORD was )  
hereunto affixed in the presence of: )

\_\_\_\_\_)  
Authorized Signatory )

\_\_\_\_\_)  
Authorized Signatory )

**Executed on behalf of the CAPITAL REGIONAL )  
DISTRICT by its authorized signatures on this )**

\_\_\_\_\_ day of \_\_\_\_\_, 2023 )

c/s

\_\_\_\_\_)  
Authorized Signatory )

\_\_\_\_\_)  
Authorized Signatory )