

AGENDA

**FOR GOVERNANCE AND COMPLIANCE COMMITTEE MEETING TO BE HELD
ON**

**17 MARCH 2025 AT THE CONCLUSION OF THE FINANCE AND CORPORATE
SERVICES COMMITTEE**

**IN WITTBER & DR RUBY DAVY ROOMS, SALISBURY COMMUNITY HUB,
34 CHURCH STREET, SALISBURY**

MEMBERS

Cr P Jensen (Chairman)
Mayor G Aldridge (ex officio)
Cr L Brug
Cr J Chewparsad
Cr K Grenfell
Cr D Hood (Deputy Chairman)
Cr S McKell

REQUIRED STAFF

Chief Executive Officer, Mr J Harry
Deputy Chief Executive Officer, Mr C Mansueto
General Manager City Infrastructure, Mr J Devine
A/General Manager Community Development, Ms C Giles
General Manager City Development, Ms M English
Manager Governance, Mr R Deco
Governance Administration Officer, Ms K Hernen

APOLOGIES

LEAVE OF ABSENCE

PRESENTATION OF MINUTES

Presentation of the Minutes of the Governance and Compliance Committee Meeting held on 17 February 2025.

REPORTS

Administration

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For Decision

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QUESTIONS ON NOTICE

There were no Questions on Notice.

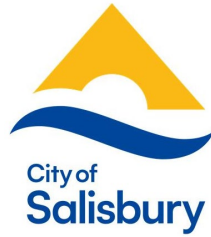
MOTIONS ON NOTICE

There were no Motions on Notice.

OTHER BUSINESS

(Questions Without Notice, Motions Without Notice, CEO Update)

CLOSE



**MINUTES OF GOVERNANCE AND COMPLIANCE COMMITTEE MEETING HELD IN
WITTBER & DR RUBY DAVY ROOMS, SALISBURY COMMUNITY HUB,**

34 CHURCH STREET, SALISBURY ON

17 FEBRUARY 2025

MEMBERS PRESENT

Mayor G Aldridge (ex officio)
Cr L Brug
Cr J Chewparsad
Cr K Grenfell
Cr D Hood (Deputy Chairman) (*Cr D Hood as Deputy Chair presided over the meeting*)
Cr S McKell

STAFF

General Manager City Development, Ms M English
Governance Administration Officer, Ms K Hernen

The meeting commenced at 7:40pm.

The Chairman welcomed the Elected Members, members of the public and staff to the meeting.

APOLOGIES

An apology has been received from Cr P Jensen.

LEAVE OF ABSENCE

Nil.

PRESENTATION OF MINUTES

Moved Cr S McKell
Seconded Cr J Chewparsad

The Minutes of the Governance and Compliance Committee Meeting held on 9 December 2024, be taken as read and confirmed.

CARRIED

REPORTS

Administration

3.0.1 Future Reports for the Governance and Compliance Committee

Moved Cr K Grenfell
Seconded Cr L Brug

That Council:

1. Notes the report.

CARRIED

For Decision

3.1.1 2025 National General Assembly of Local Government, Canberra - Call for Motions

Moved Cr K Grenfell
Seconded Cr S McKell

That Council:

1. Notes motions are being called for submission by 31 March 2025 for the National General Assembly of Local Government being held in Canberra from 24 to 27 June 2025 and that a voting delegate is to be appointed by Council should a motion be submitted.

CARRIED

3.1.2 Updates to Legislative Delegations

Moved Cr J Chewparsad

Seconded Cr L Brug

That Council:

1. Delegates from the 24 February 2025 in exercise of the power contained in Section 100 of the *Planning, Development and Infrastructure Act 2016* the powers and functions and statutory instruments, those powers and functions as provided for in the Instrument of Delegation at Attachment 1 of this report (Item 3.1.2, Governance and Compliance Committee, 17 February 2025) to the person occupying the position of Chief Executive Officer of the Council subject to the conditions specified in each Instrument of Delegation.
2. Notes that such powers and functions may be further delegated by the person occupying the position of Chief Executive Officer as they see fit, unless otherwise indicated herein or in each proposed Instrument of Delegation in accordance with Section 100(2)(c) of the *Planning, Development and Infrastructure Act 2016* at Attachment 1 (Item 3.1.2, Governance and Compliance Committee, 17 February 2025).

CARRIED

QUESTIONS ON NOTICE

There were no Questions on Notice.

MOTIONS ON NOTICE

There were no Motions on Notice.

OTHER BUSINESS

There was no other business.

The meeting closed at 7:44pm.

CHAIRMAN.....

DATE.....

ITEM	3.0.1
	GOVERNANCE AND COMPLIANCE COMMITTEE
DATE	17 March 2025
HEADING	Future Reports for the Governance and Compliance Committee
AUTHOR	Monika Prasad, Governance Support Officer, CEO and Governance
CITY PLAN LINKS	4.3 Our council is recognised for delivering exceptional community experiences and quality outcomes
SUMMARY	This item details reports to be presented to the Governance and Compliance Committee as a result of a previous Council resolution. If reports have been deferred to a subsequent month, this will be indicated, along with a reason for the deferral.

RECOMMENDATION

That Council:

1. Notes the report.

ATTACHMENTS

There are no attachments to this report.

1. BACKGROUND

- 1.1 A list of resolutions requiring a future report to Council are presented to each committee for noting.

2. EXTERNAL CONSULTATION / COMMUNICATION

- 2.1 No external consultation was required in the development of this report.

3. REPORT

- 3.1 The following table outlines the reports to be presented to the Governance and Compliance Committee as a result of a Council resolution:

26/08/2024	Dog and Cat Management (Cat Management) Amendment Bill 2024	John Darzanos
3.1.2	4. Requests the Administration present a report on the potential merits of a Cat By-Law, should the deficiencies as identified in Council's submission relating to cat management and managing cat nuisances not be rectified through amendments to the Dog and Cat Management (Cat Management) Amendment Bill 2024.	
Due:	September 2025	

4. CONCLUSION / PROPOSAL

- 4.1 Future reports for the Governance and Compliance Committee have been reviewed and are presented for noting.

ITEM	3.1.1		
	GOVERNANCE AND COMPLIANCE COMMITTEE		
DATE	17 March 2025		
PREV REFS	Governance and Compliance Committee	3.1.1	09/12/2024
HEADING	Cat Adoption Foundation - Update		
AUTHOR	Brad Scholefield, Team Leader Community Compliance, City Development		
CITY PLAN LINKS	4.3 Our council is recognised for delivering exceptional community experiences and quality outcomes		
SUMMARY	<p>In November 2024, the Administration identified an opportunity to undertake a pilot desexing and rehoming program with the Cat Adoption Foundation. The aim of the program was to target areas and premises with multiple cats, to reduce nuisances through desexing and microchipping cats, and rehoming cats via foster and adoption. This report provides a summary of the program and requests ongoing support and funding for 2024/25 noting a New Initiative Bid has been included for 2025/26 budget to maintain and expand the program due to the demand and success. Administration is requesting a non-discretionary third quarter budget variation to continue the program until the end of financial year.</p>		

RECOMMENDATION

That Council:

1. Approves a Non-Discretionary Budget Bid at the 2024/25 third quarter budget review of \$21,000 to continue the Cat Desexing and Rehoming Program until the end of the 2024/25 financial year.

ATTACHMENTS

There are no attachments to this report.

1. BACKGROUND

- 1.1 Further to Item 3.1.1 Cat Desexing and Rehoming Program, Governance and Compliance Committee, 9 December 2024, the pilot cat desexing and rehoming program was commenced.
- 1.2 The aims of the program are to reduce nuisance cat issues associated with excessive numbers of semi-owned or unowned cats that were not desexed and contributing to increased cat numbers and nuisances.
- 1.3 The results from the trial program since it started in November 2024 have resulted in the desexing of 138 cats with 75 being rehomed.

- 1.4 Administration has successfully worked with residents to reduce nuisance issues by desexing cats in their area and rehoming excessive cats/ kittens. The desexed cats returned to residents will help prevent future kitten litters.
- 1.5 The interventions have occurred at seven locations in Salisbury. This provides an indication of how prolific cat breeding can be, and how quickly it can lead to escalated numbers, with subsequent nuisances to the community as a result of these semi-owned or unowned cats.
- 1.6 Cats can breed every four months and most commonly have between four to six kittens each. Breeding can also be impacted by warmer weather with the current weather patterns supporting cat breeding cycles.
- 1.7 There are approximately ten more sites currently identified as having problems with large numbers of cats and cat breeding, however due to the depletion of the program budget, these sites have not as yet had any interventions.
- 1.8 The goal from the desexing program is to lead to a long-term reduction in cat breeding within the council area and an overall reduction in cat nuisance.
- 1.9 To date, where implemented the program has received positive feedback from residents.

2. DISCUSSION

- 2.1 The cat desexing and rehoming pilot program was implemented to address an ongoing concern in the area associated with cat breeding and cat nuisances. The traditional approach of cat trapping and delivery to a shelter was no longer sustainable as all major and small shelters ceased offering services due to capacity issues and the sheer number of intakes versus the decline in cat adoptions.
- 2.2 The new approach aims to remove cats and return them as desexed and microchipped, and/or relocate them to new homes using a network of foster careers, and/or responsible persons.
- 2.3 In the absence of this program, cat numbers would continue to rise with uncontrolled breeding, as there are no alternative controls available to Council or the community.
- 2.4 Extending the program to the end of the 24/25 financial year will allow further sites to be addressed and prevent further unabated breeding within problem areas of our Council. Continuing the program until the end of the year can also assist to prevent hundreds of new unwanted kittens.

3. FINANCIAL OVERVIEW

- 3.1 The trial program was allocated a budget of \$21,000 and this was funded through the existing operating budget allocated to cat rehoming and relocation. The surplus funds were available due the reduced services been offered by the AWL.

- 3.2 The average cost for Council is approximately \$150 per cat. This goes towards the overall costs of the service which is subsidised by the Cat Adoption Foundation and the veterinarians that support the desexing process.
- 3.3 It should be noted that the cost per cat that is relocated to the AWL is currently at \$118 per cat. This includes all the supportive desexing and microchipping.
- 3.4 The AWL service has declined due to capacity issues and recent discussion with the AWL has indicated that they will be proposing new fees for the 2025/26 financial year. These fees will aim to recover the total costs of cat impounding and it is likely to result in an increase to current rates.
- 3.5 The continuation of the program is therefore timely to support the reduction in unowned and semi-owned cat populations, prevent cats being impounded and taken to the AWL, and reduce the potential for nuisance to our community.
- 3.6 An additional budget requirement of \$21,000 is sought to enable continuation of the program to the end of the 2024/25 financial year. This would support another 140 cats and subsequently reduce breeding and cat numbers within our Council.

4. CONCLUSION

- 4.1 The pilot desexing and adoption program was implemented to fill a gap in Council services to the community.
- 4.2 Thus far the program has been successful in several locations within the City of Salisbury.
- 4.3 Allocating a budget to this service for the rest of the financial year will allow this program to be extended to tackle the existing and ongoing cat nuisance problem within our Council as reported by residents.
- 4.4 Ceasing this program without an alternative solution will lead to an increase in nuisance cats in the Council as cats continue to breed.
- 4.5 A new initiative bid has been submitted to continue the program next financial year as an ongoing program to assist in reducing cat nuisances affecting our community.

ITEM	3.1.2
	GOVERNANCE AND COMPLIANCE COMMITTEE
DATE	17 March 2025
HEADING	Dog Rehoming and Relocation Policy
AUTHOR	John Darzanos, Manager Environmental Health & Community Compliance, City Development
CITY PLAN LINKS	4.1 Our council's services are delivered in an effective and efficient manner 4.3 Our council is recognised for delivering exceptional community experiences and quality outcomes
SUMMARY	This report presents the City of Salisbury Dog Rehoming and Relocation Policy for consideration and approval. The Policy will enable Council to rehome and relocate dogs thorough adoption or fostering directly from the Pooraka Pound without a third-party provider to maximize adoptions, reduce euthanasia and reduce the number of dogs held at the pound.

RECOMMENDATION

That Council:

1. Adopts the Dog Rehoming and Relocation Policy, as set out in Attachment 1 to this report (Item No. 3.1.2, Governance and Compliance Committee, 17 March 2025).
2. Notes the related procedures to the Dog Rehoming and Relocation Policy, namely the City of Salisbury Dog Adoption Agreement, as set out in Attachment 2 to this report (Item No. 3.1.2, Governance and Compliance Committee, 17 March 2025) and the City of Salisbury Dog Foster Agreement as set out in Attachment 3 to this report (Item No. 3.1.2, Governance and Compliance Committee, 17 March 2025).
3. Delegates to the Chief Executive Officer the authority to negotiate and execute the City of Salisbury Dog Adoption Agreement and/or City of Salisbury Dog Foster Agreement in relevant circumstances as per the Dog Rehoming and Relocation Policy and related Procedures.
4. Approves the adoption fees for the 2024/2025 financial year, namely:
 - a. \$250 per dog; and
 - b. the fee for second or subsequent dog adopted by same person within the same financial year \$200.

ATTACHMENTS

This document should be read in conjunction with the following attachments:

1. Draft Dog Rehoming and Relocation Policy

2. Draft Dog Adoption Agreement
3. Draft Dog Foster Agreement

1. BACKGROUND

- 1.1 The *Dog and Cat Management Act 1995* (the Act) confers responsibilities on Council for the management of dogs and cats. This includes making satisfactory arrangements for the detention of dogs seized.
- 1.2 Following seizure, the Act outlines the procedure for Council to follow and this includes:
 - 1.2.1 returning the dog to the person who owns or is responsible for the control of the dog, or
 - 1.2.2 detaining the dog at an appropriate facility, which is the Pooraka Pound, and
 - 1.2.3 placing notice of detention online and at the last known residence (if known).
- 1.3 The notice of detention remains for a minimum of 72 hours and if the dog remains unclaimed after the 72-hour period then Council under the provisions of the Act can dispose of (rehome or relocate) or destroy (euthanise) the dog.
- 1.4 Council has a contract in place to relocate dogs to the Animal Welfare League of SA (AWL) for the purposes of shelter services and rehoming, and/or euthanasia. However, since 2022 the provision of shelter services from the AWL have significantly declined for several reasons, including reduced adoption rates in the community, and changes in their operating models to reduce euthanasia rates, both of which has seen the AWL and other shelters operating at capacity.
- 1.5 As a result, dogs are remaining in the Pooraka Pound for lengthy periods whilst staff undertake steps to try and relocate and rehome dogs. To date this has been through smaller and independent shelter and/or foster service providers. However, due to ongoing demand with these providers, alternate options are required to manage unclaimed impounded dogs.
- 1.6 During this period the dogs are receiving the best possible care to manage their welfare needs, including walking and exercise as well as health assessments with veterinary care as required.

2. CONSULTATION / COMMUNICATION

- 2.1 External
 - 2.1.1 Kelledy Jones Lawyers
 - 2.1.2 Local Government Association Mutual Liability Scheme
 - 2.1.3 Town of Gawler (which manages its own pound, similar to the City of Salisbury)

3. DISCUSSION

- 3.1 The Council facility known as the Pooraka Pound was not built to provide shelter services. As a result, it is important that all steps are taken to try and relocate and rehome dogs as quickly as possible. This is in the best interest of the dogs' health and to ensure the pound does not reach capacity, as this would impact on services to the community and the ability to impound dogs.
- 3.2 Due to the reduction in services from the AWL, community compliance staff have managed to build relationships and work with other small independent agencies that can offer adoption and foster services to rehome and relocate dogs from the pound. This has resulted in over 140 dogs being rehomed or fostered from the pound through these third-party providers since July 2022 and only 75 dogs being accepted by the AWL, with a steep decline in the intake number from 2023.
- 3.3 The following table presents overall relocation data from July 2022 to December 2024. The increase to alternate shelters has taken significant work by Council staff to facilitate and organise and would not be possible without the commitment Council has made to providing resources to support this process.

Location	2022	2023	2024	Total
Returned to the owner from Pound	138	202	210	550
Returned home in the field	19	46	62	127
Relocated to the Animal Welfare League	50	18	7	75
Relocated to the RSPCA		10	1	11
Relocated to alternate shelter or agency	16	73	51	140
Euthanised	12	32	42	86
Held in Pound	5	3	21	29
	240	384	394	1018

- 3.4 The ability of third-party providers to keep up with the demand and service needs of Council has reached capacity and it has required Council staff to take a lead in the adoption and foster process, which includes the following processes:
- 3.4.1 undertaking vet checks, and administering medications
 - 3.4.2 arranging desexing and microchipping
 - 3.4.3 temperament assessments
 - 3.4.4 developing promotional dog biographies to distribute to the public to encourage positive matches with prospective owners.
- 3.5 After the preliminary work has been completed the third-party providers are utilised to adopt or foster the dogs due to the established policies, procedures, and agreements they have to put in place with prospective dog owners or carers.
- 3.6 Due to the need to maintain an agile approach to prevent pound capacity concerns and long-term holding of dogs in our pound, it is important to offer dogs for adoption and foster as they become available. It is proposed that the City of Salisbury arrange for adoptions and fosters direct from the pound without a third-party provider.

- 3.7 Direct foster and/or adoptions from the pound requires an internal policy to manage risks and ensure good governance and reduce any risk of liability to Council.
- 3.8 Informal discussions were held with other councils, and it was established that the Town of Gawler (which manages its own pound, similar to the City of Salisbury) were in the process of developing a dog adoption and rehoming policy and had a draft document developed by Kelledy Jones Lawyers.
- 3.9 In addition, it was established that Light Regional Council had also prepared a similar policy that had been adopted by the Council (noting that Light Regional Council utilises the Gawler Pound for their impounded dogs).
- 3.10 At a joint meeting with staff from the Town of Gawler and Kelledy Jones, it was confirmed that the City of Salisbury could adopt their draft policy and modify it to suit our needs and any individual differences.
- 3.11 An amended draft was reviewed by City of Salisbury staff, and finalised by Kelledy Jones and the final draft Dog Rehoming and Relocation Policy is presented as per Attachment 1 to this report.
- 3.12 Supporting Agreements for Dog Adoption and Dog Foster Care are provided in Attachments 2 and 3 respectively.
- 3.13 The draft Policy and Agreements are consistent with principles used by other adoption agencies.
- 3.14 The draft Dog Rehoming and Relocation Policy will provide Council with a mechanism to enter into agreements directly with prospective dog owners and/or foster carers and not having to rely on third party providers.
- 3.15 The relationships with these agencies and shelter providers will remain and it is a priority that we continue to work with these agencies, however this draft Policy allows us to expedite the adoption and foster arrangements as required to focus on dog relocation and rehoming in a timely manner.
- 3.16 If there is an increase in services from the AWL or other shelter providers, then staff will continue to relocate the available dogs to these providers.
- 3.17 The draft Policy provides for a structure that guides the process and practices to be followed when seeking to adopt and/or foster a dog. The supporting draft agreements have been based on model shelter documentation to cover off on transference of ownership and any liability from taking ownership or caring for a dog via the foster arrangements.
- 3.18 The draft Policy stipulates that Council will:
 - 3.18.1 Conduct basic veterinarian health assessments and health checks on all animals prior to the animal either being adopted or fostered, to identify any health concerns and specific care

- requirements that may be required to be implemented by the adopter or carer.
- 3.18.2 Arrange for a dog to undergo a behavioural assessment by a person with suitable expertise to assist Council in forming a view as to whether rehoming is considered appropriate.
- 3.18.3 Microchip a dog prior to adoption or fostering as required and will desex the dog as required or ensure that it is desexed by the new owner or carer at Council's costs or by agreement.
- 3.18.4 Provide details of any Control Order (eg nuisance or control barking orders) as may apply to a dog being considered for rehoming, noting that any dogs with menacing, dangerous or destruction order will not be made available for adoption and will be euthanized due to inherent risks and previous history of attacks.
- 3.18.5 Assess the adopters or carers and identify.
- why they want a dog;
 - their understanding of ongoing care needs and costs; and
 - knowledge of the laws associated with animal ownership.
- 3.18.6 Provide relevant information to the prospective adopter or carer about the dog including:
- any known medical conditions.
 - any identified behaviour issues.
 - microchip and desexing status.
- 3.19 The adopter or carer will then apply for a dog and Council will review their eligibility and this can include background check as to the location and condition of their property, the number and type of other pets on the premises, any dog ownership history, and if children are present. When a person is deemed eligible, a meet and greet is arranged including with any other dogs that will interact with the prospective dog.
- 3.20 The draft agreement also provides for contractual matters such as cooling off periods (14 days) and risk considerations whereby the adopter and carer accept any risk and liability arising from the dog in their care and control.

- 3.21 As part of relocation and rehoming there will always be a number of dogs that are not suitable due to behaviour, temperament or known aggression and incidents, or where dogs are surrendered due to aggression and attacks. These dogs are recognised in the draft Policy, and they will result in these dogs being euthanized to reduce any risks to community safety.
- 3.22 The draft supporting adoption and foster care agreements stipulate the rights and responsibilities of Council and the adopter or carer and their respective obligations.

Foster care

- 3.23 Whilst the foster care arrangements are voluntary, there are no fees charged by Council, nor are their costs recovered by the foster carer. The function is voluntary, and the carer accepts the agreement with the knowledge that they will be funding the care and welfare of the dog, and are responsible for ongoing costs such as food, leashes, toys, and basic health care such as maintaining vaccinations, worming and flea treatments.
- 3.24 Any major medical and veterinary care needs will be under the discretion and supervision of Council, and Council staff will be required to authorise the treatment which will be paid for by Council. Upon initial acceptance of a dog for foster care, the Council will provide a basic start up kit that may include items such as an initial supply of food (1 x bag), leash, collar and enrichment aid or toy.

Insurances

- 3.25 All Council activities and functions are covered by the Local Government Association Mutual Liability Scheme (LGAMLS).
- 3.26 Administration has contacted the LGAMLS in relation to the proposal to conduct adoptions and foster caring following consultation with Governance.
- 3.27 The LGAMLS was notified of the proposed activity and the Administration will undertake a risk management review as for any other Council activity.
- 3.28 There is no increase in insurance costs from the activity, but it will be added to the risk profile. The legally drafted policy and associated documentation are important aspects to addressing the activity and reducing risk.
- 3.29 The LGAMLS has reviewed the documentation and provided advice on the provision for dog surrenders. This advice was reviewed by Council legal advisors who clarified that dog surrenders are within the broad functions of Council under the *Local Government Act 1999* and within the scope of the *Dog and Cat Management Act 1995*. A dog surrender results in a former owner agreeing to relinquish its rights in respect of the dog to the Council and as such Council has the right to rehome, relocate and to otherwise dispose of the dog as it sees fit. The required changes have been factored into the Policy Documents satisfying the requirements of the LGAMLS.

Delegations

- 3.30 The policy requires that draft Adoption and Foster Care Agreements are signed and executed by an authorised delegate of Council.
- 3.31 In an effort to expedite the agreements and maintain a seamless community experience it is recommend that the delegation to execute such agreements be issued to the Chief Executive Officer and subsequently sub-delegated by the Chief Executive Officer to key operational staff that are responsible for the pound and its operations, including:
- 3.31.1 General Manager City Development
 - 3.31.2 Manager Environmental Health and Community Compliance
 - 3.31.3 Team Leader Community Compliance
 - 3.31.4 Pound Coordinator
 - 3.31.5 Community Compliance Officers.

Future Options

- 3.32 The Local Government Association (LGA) through advocacy from numerous councils including the City of Salisbury has acknowledged that councils across South Australia are increasingly struggling to meet their responsibilities for impounding, and when necessary, rehoming stray animals.
- 3.33 This has resulted in the LGA initiating an Animal Impounding and Rehoming project to investigate the challenges councils are facing and explore animal impounding and rehoming models that could work across different regions of the state.
- 3.34 The initial process includes surveying Local Government at an administration level and then initiating interviews with Animal Management teams about their current experiences and the impacts that the supply of shelter services is having on both dog and cat management activities.
- 3.35 The project aims to identify the challenges and opportunities councils are facing in managing stray animals. The survey also seeks to understand what is important to each council, so the identification of alternate models addresses the various councils' needs and preferences.
- 3.36 The Administration has responded to the initial survey and volunteered to partake in follow up interviews to highlight the impact it is having on local dog and cat management services and the operations of the Council pound.
- 3.37 Until this work is completed by the LGA and suitable options are identified for services in the sector, it is important that Council takes measures to improve and address the current situation and focus on rehoming and relocating dogs as quickly and efficiently as possible.

4. FINANCIAL OVERVIEW

- 4.1 Adoption fees are part of all shelter operating models, and these are to cover some of the preliminary work undertaken to prepare a dog for adoption and/or fostering.
- 4.2 This includes desexing, microchipping, veterinary and temperament checks, but are not based on a full cost recovery as this would create a situation where dogs will not be affordable and will subsequently remain impounded and eventually require euthanasia.
- 4.3 It is also recognised that charging a fee for dogs being sought after for adoption attaches a value to the prospective pet and will encourage applications from responsible dog owners, rather than opportunistic persons that may not attribute any value to a new pet.
- 4.4 Fees cannot be fully cost recovered as the objective is to rehome and relocate dogs to avoid over capacity and potentially euthanasia. Fees must also be competitive but not subsidised to the point that they could compromise the efforts of independent shelters and the work they undertake in this space.
- 4.5 Therefore, it is recommended that an adoption fee of \$250 be proposed for a desexed and microchipped dog. This rate is similar to partnering with smaller shelters that assist Council. To support adoptions, it is proposed that anyone adopting a second dog at the same time or within the same financial year is offered a reduced adoption fee of \$200 for the second and subsequent dog.
- 4.6 The proposed fee structure would be:
 - 4.6.1 Adoption fee \$250.
 - 4.6.2 Adoption for second or subsequent dog within the same financial year \$200.
- 4.7 The potential income from rehoming dogs will assist in offsetting some of the costs of impounding and preparation works such as temperament, vet checks and desexing. However, the primary objective is to rehome and relocate dogs and prevent the pound reaching capacity and dogs being euthanised.
- 4.8 The anticipated income from approximately 80 dogs per annum that could be adopted (and not fostered) would be approximately \$20,000. Noting that the same dogs being relocated to shelters cost Council approximately \$300 to \$400 per dog with a current annual expenditure budgeted at \$60,000.
- 4.9 The costs associated with the preliminary works to prepare the dogs for rehoming or relocation are factored into the current operating budget and Pound Coordinator responsibilities. Additional costs relating to desexing will be forecast into pound operations and contractor budget lines, however work is currently being undertaken in partnership with The University of Adelaide's Roseworthy Campus and Veterinary School to assist with no cost desexing where possible.

- 4.10 Microchipping and temperament testing along with veterinary care is also forecasted into operating budgets and will remain whilst shelter services are not being provided. The costs per dog for these services can range from \$250 to \$500 per dog dependent on length of stay in pound with variable costs associated with any required veterinary care and number of temperament assessments carried out. With an estimated 80 dogs per annum the additional expenditure would be in the vicinity of \$20,000 to \$40,000 per annum.
- 4.11 The costs to provide a basic start up kit for foster carers is estimated to be \$150 - \$200 per dog and initial estimates at 10 dogs in foster care initially would result in an additional expenditure of \$1,500 to \$2,000.

5. CONCLUSION

- 5.1 Most impounded dogs are often reconnected with their owners, however in conjunction with capacity limits at partner facilities the number of impounded dogs remaining unclaimed and requiring rehoming is increasing. This has resulted in increased demand on the Council pound and the need to work with smaller shelter groups to facilitate dog rehoming and relocations.
- 5.2 The demand on smaller shelters has also meant that they have reached capacity and it is an opportune time to establish an in-house adoption and foster framework to assist in rehoming and relocating dogs directly from the pound to interested community members and prospective dog owners.
- 5.3 This enables Council to manage dogs in its care and control effectively and continue to develop the established work being undertaken. This will help ensure the pound can remain operational and dogs are given the best opportunity to be rehomed or relocated.
- 5.4 The draft Dog Rehoming and Relocation Policy, and related draft Dog Adoption Agreement and draft Dog Foster Care Agreement supports the response to this situation by providing greater clarity and adding formality to this process and these are presented for Council adoption.



City of Salisbury Values: Respectful, Accountable, Collaborative, Helpful

Dog Rehoming and Relocation Policy

Adopted by:	City of Salisbury
Responsible Division:	Environmental Health and Community Compliance
First Issued/Adopted:	TBA
Last Reviewed:	N/A
Next Review Date:	TBA

1. Purpose

- 1.1. The purpose of this Policy is to
 - 1.1.1. encourage responsible dog ownership and promote the effective management of dogs; and
 - 1.1.2. reduce public and environmental nuisance caused by dogs; and
 - 1.1.3. assist the Council in discharging its duty to enforce and administer the *Dog and Cat Management Act 1995* (the **Act**) in respect of dogs within the Council's area.
- 1.2. This policy addresses the Council's approach to, wherever possible and appropriate, rehome and relocate dogs in its possession that have not been claimed or have been surrendered to the Council, which may be by way of sale, adoption, foster arrangements, or euthanasia.

2. Scope

- 2.1. This Policy seeks to ensure compliance with the applicable requirements of the *Dog and Cat Management Act 1995* (the **Act**) and establishes

approved processes for Council, under the Act, to destroy or otherwise dispose (*including by rehoming and relocation*) of dogs in its possession.

2.2. The Policy applies to impounded dogs that have been:

- 2.2.1. surrendered to Council's ownership; or
- 2.2.2. otherwise detained by the Council and:
- 2.2.3. the dog remains unclaimed after the statutory impounding period; and
- 2.2.4. the Council determines to exercise its rights to dispose of the dog from detention under section 62(1) of the Act -

where rehoming or relocation is deemed to be an appropriate option for the animal.

3. Legislative Requirements and Corporate Policy Context

- 3.1. *Dog and Cat Management Act 1995*
- 3.2. *Animal Welfare Act 1985*
- 3.3. *Dogs By-Law*

4. Interpretation/Definitions

Act means the *Dog and Cat Management Act 1995*.

Adopter refers to the new owner of a dog adopted from a Council facility following completion of the adoption process.

Board means the Dog and Cat Management Board.

Completion of the adoption process refers to the time when the adoption form is signed by both the Adopter and a Council Authority, and the Adopter takes possession of the dog.

Council means the City of Salisbury.

Prospective owner refers to the individual who is intending to adopt a dog from a Council facility.

Foster carer refers to an approved person or agency that has agreed to foster a dog for an agreed period of time, subject to the terms of a foster agreement.

statutory impounding period means the minimum period for which a dog detained by the Council must be held before it can be destroyed or otherwise disposed of by the Council, which period is 72 hours as prescribed by the Act.

surrender in relation to a dog, means where the owner relinquishes all rights in respect of the dog to the Council as documented by a written agreement.

5. Policy Statements

5.1. General

- 5.1.1. Council is committed to the following objectives in the management of dogs within the Council's area:
 - a) encourage responsible dog ownership;
 - b) increase public safety through the reduction of public and environmental nuisance caused by dogs;
 - c) promote the effective management and suitable environments for dogs within the community.
- 5.1.2. In line with these objectives, when seeking to rehome / relocate dogs the Council will take reasonable steps to ensure that the prospective owner is able to meet the needs of the animal.
- 5.1.3. Applications for adoption or foster care will only be considered where the applicant is 18 years or older.
- 5.1.4. Revenue from adoption or any donations received toward the Council detention facility will be used for the operation of the facility and to achieve the objectives set out in this Policy.
- 5.1.5. The Council will maintain separate accounts of revenue received in connection with adoptions and donations, including to evidence expenditure in accordance with this Policy and otherwise to comply with the Act.

5.2. Veterinary health check and vaccinations

- 5.2.1. The Council will conduct basic veterinary assessments and health checks on all animals prior to their rehoming or relocation. This check is to identify any health concerns and specific care requirements that may be required to be implemented by the Adopter or foster carer. A copy of the veterinary health check record will be provided to the person who becomes responsible for keeping the dog.

- 5.2.2. Veterinary treatment will also be obtained where appropriate and as required to ensure the Council complies with its welfare obligations under the *Animal Welfare Act 1985* in respect of dogs in its care.
- 5.2.3. All animals in the Council's care after the statutory impounding period or as otherwise determined by Council staff will be assessed for vaccinations to assist in preventing the spread of infectious diseases and provided with the required vaccinations as recommended by a veterinarian.
- 5.2.4. Any health issues identified through veterinary checks and steps required to manage them will be fully disclosed to potential owners. For the purpose of disclosure, the Council relies upon and acts on the basis of expert information provided by veterinary specialists.
- 5.2.5. Animals with pre-existing health conditions will be considered suitable for adoption if:
 - a) veterinary advice confirms that the condition of the animal can be managed; and
 - b) the prospective owner undertakes to meet the health needs of the animal consistent with veterinary advice; and
 - c) the Council forms the view on the available information, including the outcomes of the veterinarian assessment, that rehoming the dog would not otherwise give rise to unacceptable risk of harm to the community.
- 5.2.6. Despite any other provision of this Policy, the operator of a facility at which a dog is detained under this Division may, pursuant to the Act, cause the dog to be destroyed if satisfied on reasonable grounds that the dog is suffering from injury, disease or sickness to the extent that it is impracticable to maintain the dog; or that the dog is suffering from a serious contagious or infectious disease or sickness.
- 5.2.7. Council is not responsible for the welfare of any dog post completion of the adoption or foster process. Any health conditions that may be developed or discovered after this time are a matter for the Adopter or foster carer to manage.

5.3. Behavioural / Temperament Assessment and Management

- 5.3.1. Prior to rehoming or relocation, a dog will undergo a behavioural / temperament assessment by a person with suitable expertise to assist Council in forming a view as to whether rehoming is considered appropriate.
- 5.3.2. If a behaviour or temperament issue is identified as part of the behaviour assessment or otherwise, it will be disclosed to a prospective owner together with recommendations for managing that behaviour. Where applicable, disclosures in this regard will be informed by the outcomes of the behaviour assessment.
- 5.3.3. Animals with an identified behavioural issue will be considered suitable for adoption if:
 - a) there is expert advice that confirms that the behaviour issue can be managed; or
 - b) the prospective owner undertakes to meet the behaviour needs of the animal consistent with any expert advice; and
 - c) the Council forms the view on the available information that rehoming the dog would not otherwise give rise to an unacceptable risk of harm to persons or other animals or the community.
- 5.3.4. If a dog is considered unsuitable for rehoming as a result of its behavioural and temperament assessment and Council forms the view that rehoming or relocating would create a foreseeable risk to community and public safety, then the Council may cause the dog to be euthanised.

5.4. Desexing and Microchipping

- 5.4.1. All dogs will be desexed by Council prior to adoption or foster, or arrangements will be made to ensure the procedure is carried out within twenty-eight (28) days after the new owner takes possession of the dog, unless an extension of time is permitted by Council. This will be done in line with any recommendations from a veterinarian.
- 5.4.2. All dogs will be microchipped by Council prior to adoption or foster and any subsequent owner must undertake to ensure microchip details are accurate.

5.5. Dogs subject to Control Orders

- 5.5.1. Dogs with Control Orders including to address nuisance barking may be made available for adoption under strict conditions and at the risk of the prospective owner, and subject to the results of the behavioural and temperament assessment for that dog.
- 5.5.2. Dogs with Control Orders including menacing, dangerous or destruction will not be made available for adoption and may be disposed of as the Council considers fit, including where necessary, by euthanasia.
- 5.5.3. Prior to finalising the adoption process, the Council may issue written directions to the prospective owners regarding how the order may be complied with.
- 5.5.4. The prospective owner must be aware of any Control Orders relevant to a dog, and that they are bound by the Control Order(s) and of the consequences of failing to comply, including any costs to manage compliance, including mandatory training.
- 5.5.5. All responsibilities under the Act as they relate to a Control Order will be notified to a prospective owner in writing.
- 5.5.6. Where a dog subject of a Control Order is rehomed or relocated, the Adopter or foster carer will be provided with:
 - a) copy of the Control Order; and
 - b) a summary of the incident(s) giving rise to the Control Order (note that personal information of a third party will not be disclosed).
- 5.5.7. The Adopter or foster carer must acknowledge in writing that the adopted has received and understands the requirements of the Control Order. A copy of this record will be retained by the Council.
- 5.5.8. Post adoption, the Council is not responsible for:
 - managing the dog in compliance with the Control Order; or
 - behaviour of the dog.

5.6. Pre-Adoption Steps

- 5.6.1. When determining the suitability of a dog for rehoming, consideration will be given to the following matters, insofar as they are relevant and/or known by the Council:
- a) expectations of the prospective owner and the reasons the owner seeks to adopt an animal;
 - b) the long-term costs and commitment associated with the adoption of an animal and the willingness and capacity of the prospective owner to meet those costs;
 - c) the requirements for the effective care and management of the animal, including taking into account applicable veterinary advice and behaviour assessment outcomes;
 - d) relevant laws relating to the keeping of animals;
 - e) the circumstances of the prospective owner including the suitability of their residence to keep a dog (including, but not limited to having regard to conditions attaching to any rental agreements);
 - f) the demonstrated behaviour and medical condition of the dog proposed to be rehomed;
 - g) whether the dog is subject of a Control Order under the Act and if so, the willingness and capacity of the prospective owner to comply with the requirements of the Control Order and
 - h) any other circumstances that the Council sees fit.
- 5.6.2. The Council has the right to refuse an adoption application for any reason the Council considers appropriate.
- 5.6.3. The refusal of an application may occur for reasons including, but not limited to;
- a) the property at which the dog is proposed to be kept is not considered suitable for the keeping of the dog;
 - b) the Council has knowledge that the prospective owner has been charged with offences under the Act or the *Animal Welfare Act 1985* or is otherwise subject to a statutory prohibition or Court order against the keeping of a dog; or

- c) the Council is not confident that the prospective owner can meet the animal's needs.

5.7. Rehoming / Relocation Procedures

- 5.7.1. The Council requires an Expression of Interest form to be filled out as a first point of reference in the rehoming / relocation process. This form will provide Council with the prospective owner's full name, address, living situation including type of property, other pets, and any other relevant information as requested by the Council.
- 5.7.2. The Council will conduct either a phone or face-to-face interview with the applicant. The method of interview is the Council's discretion and will be dependent on the animal proposed to be adopted.
- 5.7.3. The Council will provide the applicant with a statement setting out information in the Council's possession or that is known to the Council relating to the animal proposed to be adopted including, but not limited to:
 - a) any known medical conditions;
 - b) any identified behaviour issues;
 - c) vaccination status;
 - d) details, if any, relevant to the breeder of the dog (i.e., name, address, telephone number, and identification number issued to the breeder by the Board);
 - e) microchip information (i.e., the name and address of the person who microchipped the dog, the date on which the dog was microchipped, the microchip number, and the registry or registries in which this information relevant to the dog is stored);
 - f) desexing information (i.e., the name and business address of the registered veterinary surgeon who desexed the dog, the date of the desexing procedure, the age of the dog at the time it was desexed, and the nature of the desexing procedure);
 - g) any details regarding an exemption and /or extension granted in respect of the dog being microchipped and desexed;
 - h) any known history of the animal.

- 5.7.4. In some cases, the Council may consider it is necessary to inspect the property at which the dog is proposed to be kept. Alternatively, if the dog is to be kept in another Council area, the Council may seek that the relevant council undertake an inspection and provide a report to the Council regarding the suitability of the property. Whether or not an inspection is required is at the discretion of the Council. If an inspection is required and the applicant objects to this occurring, the Council may refuse to progress the application.
- 5.7.5. The Adopter or foster carer as part of the process will, at the direction of Council undertake a "meet and greet" with the dog and this can include attendance with any other dogs and pets present on the property to assess compatibility under the supervision of Council staff and / or an independent temperament assessor. It is the responsibility of the prospective owner to provide accurate information to assist in the adoption process. The Council relies on the information provided by the applicant.
- 5.7.6. If an Adopter proposes to keep more dogs than the maximum number prescribed by the Council's Dogs By-law, the Adopter must seek permission from the Council (which the Council may refuse to grant in its absolute discretion).
- 5.7.7. The Adoption or Foster Agreement must be signed by both parties before the prospective owner can take possession of the animal.

5.8. Cooling Off Period

- 5.8.1. The Council agrees to afford the Adopter a cooling off period, the duration of which will be fourteen (14) days from (and not including) the date of completion of the adoption process.
- 5.8.2. If, during the cooling-off period the Adopter considers that the dog is not compatible with the Adopter's circumstances then the Adopter may choose to return the dog to the Council. If a dog is returned, any fees paid, or costs incurred as part of the rehoming / relocation process will not be refunded.
- 5.8.3. The Council agrees to afford the foster carer a cooling off period which is anytime within the duration of the agreed foster care period.

- 5.8.4. If, during the foster period the dog is returned any fees paid or costs incurred as part of the rehoming / relocation process will not be refunded.

5.9. Future Management of Rehomed Dog & Risk Considerations

- 5.9.1. At the completion of the rehoming / relocation process, the Council is no longer responsible in any capacity for the rehomed animal.
- 5.9.2. The ongoing care and management of the dog, including in accordance with the obligations that arise under the Act and the *Animal Welfare Act 1985*, is the sole responsibility of the Adopter, or foster carer (during the applicable foster period). Any costs incurred in respect of the dog will be the sole responsibility of the Adopter or foster carer.
- 5.9.3. Whilst the Council endeavours to disclose all information relevant to the effective management of a dog to a prospective owner, the Council makes no guarantees regarding an adopted dog's behaviour or health. Further, to the extent that the Council discloses the expert opinions of a third party, the Council does not warrant the accuracy of those opinions.
- 5.9.4. An Adopter ultimately takes possession of the dog at the Adopter's risk (which is to be agreed and acknowledged by the Adopter as part of the adoption process). Following completion of the adoption process, the Council is not liable for any loss or damage that may be sustained as a result of the behaviour of a dog that has been rehomed. Liability for a dog extends to the keeper of said dog pursuant to section 66 of the Act.

5.10. Euthanasia of Dogs

- 5.10.1. Whilst the Council is committed to taking steps to rehome or relocate dogs in its possession wherever appropriate, there may be circumstances where a Council determines that euthanasia is appropriate.
- 5.10.2. The Council will consider euthanasia of a Dog in the following circumstances;
- a) the dog is not deemed suitable to be rehomed or relocated;

- b) upon a veterinary recommendation;
- c) where there is a decline in the dog's wellbeing, mental or physical state, whilst in Council's care and all options for rehoming and relocation have been attempted; or
- d) any other circumstances that are in the best interest of the dog's welfare,
- e) where rehoming and relocation has not been successful, and the Council pound facility is at capacity and Council services for dog impounding are impacted and creating a risk to the community.

5.11. Surrender of Dogs

5.11.1. In the event that a dog owner can no longer keep their dog, the owner may approach Council to surrender the dog to the Council.

5.11.2. Council's ability to take possession of a surrendered dog will be contingent on resource considerations at any point in time.

5.11.3. The Council will only agree to take possession of a surrendered dog where the owner completes a surrender form and provides all relevant information the Council requires in relation to the dog.

5.11.4. Dogs surrendered for euthanasia at the dog owners request as a result of behavioural factors and or known aggression and or attacks and or bites will be euthanised

6. Related Policies and Procedures

6.1. City of Salisbury Dog Adoption Agreement

6.2. City of Salisbury Dog Foster Agreement

7. Approval and History

Version	Approval Date	Approval By	Change
1	TBD	Council	

8. Availability

8.1. The Policy is available to be downloaded, free of charge, from Council's website www.salisbury.sa.gov.au

- 8.2. The Policy will be available for inspection without charge at the Civic Centre during ordinary business hours and a copy may be purchased at a fee as set annually by Council.

City of Salisbury Community Hub

34 Church Street, Salisbury SA 5108

Telephone: 84068222

Email: city@salisbury.sa.gov.au

9. Review

- 9.1. This Policy will be reviewed:

9.1.1. If a new Policy - within 12 months of a Council election and thereafter as necessary; or

9.1.2. The frequency dictated in legislation; or

9.1.3. Earlier in the event of changes to legislation or related Policies and Procedures; or

9.1.4. If deemed necessary by Council.

Further Information

For further information on this Policy please contact:

Responsible Officer: Manager Environmental Health and Community
Compliance

Address: 34 Church Street, Salisbury SA 5108

Telephone: 8406 8222

Email: city@salisbury.sa.gov.au



City of Salisbury

DOG ADOPTION AGREEMENT

Between the City of Salisbury

and

The person(s) named in Item 1 of the Schedule



DOG ADOPTION AGREEMENT

THIS AGREEMENT is made the day of 2024

BETWEEN

CITY OF SALISBURY ABN 82 615 416 895 of 34 Church Street Salisbury SA 5108 ("**Council**")
and

The person(s) named in Item 1 of the Schedule ("Adopter")

BACKGROUND

- A. The Council is a council constituted under the *Local Government Act 1999* (SA) and is responsible for the administration and enforcement of the *Dog and Cat Management Act 1995* (SA) ("the **Act**") within the Council's area.
- B. The Council is in possession of, and wishes to dispose of, the Dog in accordance with the Act or otherwise.
- C. The Adopter has inspected the Dog and considered the Dog's Information.
- D. The Adopter has made an offer to the Council to adopt the Dog.
- E. The Council has considered the Adopter's Information and has accepted the Adopter's offer to adopt the Dog.
- F. The parties now wish to record the terms and conditions that apply to the adoption of the Dog by the Adopter.

1. DEFINITIONS AND INTERPRETATION

1.1. In this agreement:

Adopter's Information means information provided by the Adopter to the Council:

1.1.1. in the Expression of Interest form completed and submitted by the Adopter to the Council; and

1.1.2. during any interview with the Adopter by the Council,

which relate to the suitability of the Adopter to adopt the Dog;

Adoption Fee means the amount described in Item 8 of the Schedule (if any), which is exclusive of GST;



Claim means any action, claim, demand or proceeding (whether arising in contract, tort, under statute, indemnity or otherwise) however it arises and whether it is present or future, fixed or unascertained, actual or contingent and in any way relating to or contemplated in this agreement or any agreement entered into pursuant to this agreement, and where and to the extent the context permits, includes all of the associated losses;

Cooling-off Period means fourteen (14) days from (and not including) the date of this agreement;

Dog means the dog described in Item 3 of the Schedule;

Dog's Information means information relating to the Dog, including as described in Items 3, 4, 5, 6 and 7 of the Schedule;

GST includes amounts defined as "GST" under the GST Act; and

GST Act means *A New Tax System (Goods and Services Tax) Act 1999* (Cth).

1.2. In this agreement, unless the context otherwise requires:

1.2.1. a term which is defined in the background or in clause 1.1 has the meaning there defined;

1.2.2. headings do not affect interpretation;

1.2.3. a reference to a party includes its executors, administrators, successors and permitted assigns;

1.2.4. singular includes plural and plural includes singular;

1.2.5. where two or more persons are bound by this agreement to observe or perform any obligation or agreement whether express or implied then they shall be bound jointly and also severally; and

1.2.6. a reference to any statute or subordinate legislation includes all statutes and subordinate legislation amending, consolidating, or replacing the statute or subordinate legislation referred to.

1.3. The parties acknowledge that the matters set out in the background to this agreement are true and accurate and agree that they form part of the terms of this Agreement.

1.4. The requirements of this Agreement are to be construed as additional to any requirements upon either party in relation to the Dog under the Act or any other legislation.



- 1.5. The Council and the Adopter agree that the performance of the obligations imposed under this Agreement shall constitute valuable consideration for the purposes of this Agreement.
- 1.6. Any special condition in Item 7 of the Schedule will apply to this Agreement and in the event of any inconsistency with the terms and conditions in the body of this Agreement, then those special conditions will prevail.

2. COOLING OFF PERIOD

- 2.1. If, during the Cooling-off Period the Adopter considers the Dog is not suitable to the Adopter, the Adopter may choose to return the Dog to the Council.
- 2.2. If the Dog is returned:
 - 2.2.1. the Council takes ownership of the Dog; and
 - 2.2.2. all amounts paid by the Adopter under this agreement will be retained by the Council.

3. OWNERSHIP

- 3.1. Subject to clause 2, and the Adopter's payment of the Adoption Fee and any applicable GST in accordance with clause 5, the Adopter takes ownership of the Dog and is the keeper of and person responsible for the Dog for purposes of the Act.

4. ADOPTION FEE

- 4.1. The Adopter must pay the Adoption Fee (if any) to the Council in the manner required by the Council.

5. GST

- 5.1. If the supply of the Dog by the Council under this agreement is a taxable supply under the GST Act:
 - 5.1.1. the Council will issue the Adopter a valid tax invoice for the Adoption Fee and a further amount calculated by multiplying the Adoption Fee by the GST rate for the time being; and
 - 5.1.2. the Adopter must immediately pay both of the aforesaid amounts specified in the tax invoice before collecting the Dog.

6. VETERINARY HEALTH CHECK AND TREATMENT



- 6.1. The Council has procured a basic veterinarian health check of the Dog which includes information regarding the health of the Dog. This information is contained in Item 3A of the Schedule.
- 6.2. If, the Council has been notified by the attending veterinarian that the Dog requires veterinary treatment, the Council has either:
 - 6.2.1. procured such treatment for the Dog; or
 - 6.2.2. notified the Adopter that such treatment is required.
- 6.3. The Adopter acknowledges:
 - 6.3.1. that the veterinarian health check on the Dog is simply a visual and tactile inspection of the Dog, and is not an in-depth health check of the Dog requiring radiological imaging, specimen testing, or other procedures;
 - 6.3.2. receiving a copy of the veterinary health check report of the Dog;
 - 6.3.3. the Council has:
 - a) no expertise in making any assessment relating to the health of the Dog;
 - b) made no representation relating to the same other than disclosures recorded in the Schedule; and
 - c) made and makes no warranty, expressed or implied, on the accuracy or completeness of the veterinarian health check;
 - 6.3.4. that, on collection of the Dog, apart from any injury, illness, or condition that the Council has brought to the attention of the Adopter, the Dog appears healthy, and to be free of any untreated injury, illness, or condition; and
 - 6.3.5. that the Adopter is solely responsible for the health of the Dog, and all of its associated costs, as of the date of this Agreement.
- 6.4. The Adopter releases the Council from all Claims relating to the health of the Dog, and agrees, as a continuing obligation, to indemnify the Council against such Claims fully and effectually.

7. DESEXING, VACCINATION AND MICROCHIPPING

- 7.1. If Item 3 of the Schedule stipulates the Dog has not been desexed, the Adopter must arrange for this at the cost of the Adopter and the Adopter agrees to do so in accordance with the Act.



- 7.2. If Item 4 of the Schedule stipulates the Dog requires any vaccination, the Adopter undertakes to arrange for this at the cost of the Adopter.
- 7.3. The Dog has been microchipped by the Council with the Adopter's details recorded in Item 1 of the Schedule. The Adopter must ensure microchip details remain current as a continuing obligation in accordance with the Act.

8. BEHAVIOURAL MANAGEMENT

- 8.1. The Council may have procured a behavioural assessment of the Dog by a person with suitable expertise; and if so, information regarding the behaviour or temperament of the Dog, as reported by the assessor is described in Item 5A of the Schedule.
- 8.2. If the assessor has made recommendations for behavioural management of the Dog, these recommendations are specified in Item 5B of the Schedule.
- 8.3. The Adopter acknowledges:
 - 8.3.1. that any behavioural assessment procured by the Council does not identify whether the Dog is suitable to be rehomed with the Adopter, because it does not provide an accurate prediction of whether the Dog:
 - a) will or will not show aggression to humans or animals in a new environment or in any other circumstances;
 - b) has any fear, anxiety, or underlying mental health issue; or
 - c) has a particular temperament;
 - 8.3.2. the Council has:
 - a) no expertise in making any assessment relating to the behaviour of the Dog;
 - b) made no representation relating to the same other than disclosures recorded in the Schedule; and
 - c) made and makes no warranty, expressed or implied, on the accuracy or completeness of the behavioural assessment;
 - 8.3.3. that on collection of the Dog, the Dog appears to be suitable for rehoming with the Adopter; and
 - 8.3.4. that the Adopter is solely responsible for the behaviour and management of the Dog, and all of its associated costs, as of the date of this Agreement.



- 8.4. The Adopter releases the Council from all Claims relating to any act of the Dog, including any property damage, death or personal injury caused by the Dog, and agrees, as a continuing obligation to fully indemnify the Council against such Claims.

9. CONTROL ORDER AND DOGS DEEMED TO BE DANGEROUS

- 9.1. This clause 9 applies if Item 6A of the Schedule stipulates a control order is in place in respect of the Dog.
- 9.2. The Council must provide details of the control order to the Adopter and may provide written directions on how the control order may be complied with prior to the Adopter taking possession of the Dog.
- 9.3. If a control order applies to the Dog, the Adopter:
- 9.3.1. acknowledges receiving:
 - a) a copy of the control order for the Dog; and
 - b) information relating to consequences to the Adopter if the Adopter fails to comply with the control order;
 - 9.3.2. further acknowledges that:
 - a) the Adopter is bound by law to comply with the requirements of the control order;
 - b) undertakes to comply with such directions; and
 - c) that failure to comply with the control order is an offence under the Act.
- 9.4. The Adopter releases the Council from all Claims relating to any failure by the Adopter to comply with the control order, including any property damage, death or personal injury caused by the Dog, and agrees to fully indemnify the Council against such Claims.

10. FURTHER UNDERTAKINGS AND WARRANTIES

- 10.1. The Adopter:
- 10.1.1. warrants it has fully disclosed to the Council all facts relating to the Adopter which are material to the Council's decision to enter into this agreement, and that all of the Adopter's Information is true and correct and not misleading; and
- 10.2. undertakes to:



- 10.2.1. keep the Dog solely as a pet for the Adopter and/or the Adopter's immediate family at the Adopter's address described in Item 1 of the Schedule;
- 10.2.2. care for the Dog in a humane and responsible manner;
- 10.2.3. provide the Dog with clean and adequate shelter, food, water, and veterinary care;
- 10.2.4. ensure that the Dog does not roam freely, including by providing secure fencing at the premises where the Dog is to be rehomed.

11. ABOUT THE COUNCIL

- 11.1. The Council enters into this agreement as a council constituted under sections 7 and 36 of the *Local Government Act 1999* (SA) and not in any other capacity under that act or otherwise. This agreement does not preclude or pre-empt the exercise by the Council of any other regulatory or statutory power or function.
- 11.2. The Adopter acknowledges that the *Ombudsman Act 1972* (SA) authorises the South Australian Ombudsman to investigate any act of an individual or organisation done in the performance of functions conferred under a contract with the Council. The Adopter agrees to ensure compliance with all obligations arising under that Act.

12. GENERAL

12.1. Amendment

- 12.1.1. Any amendment to a term of this agreement must be made in writing executed by the parties or duly authorised officers on behalf of the parties.

12.2. Severance

- 12.2.1. If any part of this agreement is found to be invalid or void or unenforceable, then that part will be severed from this agreement and the remainder of this agreement will continue to apply.

12.3. Assignment

- 12.3.1. The Adopter must not assign or otherwise deal with its rights under this agreement without the written consent of the Council, such consent of which may be granted or withheld by the Council in its absolute discretion.

12.4. Costs

- 12.4.1. Each party must pay its own costs of preparing this agreement and any document required by it.



12.5. Governing law and jurisdiction

- 12.5.1. This agreement is governed by the law of South Australia.
- 12.5.2. The parties irrevocably submit to the non-exclusive jurisdiction of the courts of South Australia and the South Australian division of the Federal Court of Australia and the courts of appeal from them.
- 12.5.3. No party may object to the jurisdiction of any those courts on the grounds that it is an inconvenient forum or that it does not have jurisdiction.



EXECUTED AS AN AGREEMENT on

2025.

EXECUTED on behalf of

City of Salisbury ABN 82 615 416 895

UNDER DELEGATED AUTHORITY in

the presence of:

Signature of Witness

Signature of Authorised Delegate

Name of Witness

Name and position of Authorised Delegate

SIGNED by the **Adopter** in the presence
of:

Signature of witness

Signature of the Adopter

Full name of witness

Full name of the Adopter

Address of witness



SCHEDULE 1

Item 1	Adopter.	Name:	
		Address:	
		Telephone number:	
		E-mail address:	
Item 2	The Council	Address:	34 Church Street Salisbury SA 5108
		Postal Address:	PO Box 8 Salisbury SA 5108
		Telephone:	(08) 8406 8222
		Website:	Salisbury.sa.gov.au
Item 3	Dog.	Name:	
		Sex:	
		Age:	
		Breed:	<i>Insert name, address, and telephone number of each breeder (if known), and the identification number issued to the breeder by the Board (if registered breeder).</i>
		Colour:	
		Microchip number:	<i>Inset name and address of person who microchipped the Dog, the date the Dog was microchipped, and the registry/registries in</i>



			<i>which the microchip information is stored.</i>
		Desexed:	Yes / No <i>If yes, insert name and business address of the registered veterinary surgeon who desexed the Dog, the date the Dog was desexed, the age of the Dog when it was desexed, and the nature of the desexing procedure.</i>
		Exemption / Extension:	Yes / No <i>If yes, insert further information regarding the Dog's exemption or extension from being microchipped or desexed i.e., when does the extension expire or relevant conditions of the exemption.</i>
Item 3A	Known injuries, illnesses, and medical conditions.	Refer to accompanying copy of the veterinary health check report.	
Item 3B	Treatment required to be arranged by Adopter.		
Item 4	Vaccination to be arranged by the Adopter.	C3 vaccine: yes / no Non-core vaccine:	
Item 5A	Identified behavioural issues.	Refer to accompanying copy of behavioural assessment report, if any.	
Item 5B	Behaviour management to be arranged by		



	the Adopter.	
Item 6	Control order.	Yes / No - If yes, refer to accompanying copy of control order.
Item 7	Special Conditions.	<i>Insert as applicable or if none apply record 'nil'</i>
Item 8	Adoption Fee.	<i>As per fees and charges schedule and payable to Council on demand</i>



City of Salisbury

DOG FOSTER CARE AGREEMENT

Between the City of Salisbury

and

The person(s) named in Item 1 of the Schedule



DOG FOSTER AGREEMENT

THIS AGREEMENT is made the day of 2024

BETWEEN

CITY OF SALISBURY ABN 82 615 416 895 of 34 Church Street Salisbury SA 5108 ("**Council**")
and

The person(s) named in Item 1 of the Schedule ("Carer")

BACKGROUND

- A. The Council is a council constituted under the *Local Government Act 1999* (SA) and is responsible for the administration and enforcement of the Dog and Cat Management Act 1995 (SA) ("the **Act**") within the Council's area.
- B. The Dog is in the Council's possession and the Council wishes to arrange for the temporary care of the Dog until it can be rehomed or be otherwise dealt with in accordance with the Act or otherwise on a reasonable basis.
- C. The Carer has inspected the Dog, and having considered the Dog's Information, has made an offer to the Council to provide temporary care of the Dog.
- D. The Council has considered the Carer's Information and has accepted the Carer's offer to provide temporary care of the Dog.
- E. The parties now wish to record the terms and conditions that apply to the care of the Dog by the Carer.

1. DEFINITIONS AND INTERPRETATION

1.1. In this agreement:

Business Day means any day other than a Saturday, Sunday, public or bank holiday in South Australia;

Carer's Information means information provided by the Carer to the Council:

1.1.1. in the Expression of Interest form completed and submitted by the Carer to the Council; and

1.1.2. otherwise, including during any interview with the Carer by the Council,
that relates to the suitability of the Carer to provide temporary care for the Dog;

Claim means any action, claim, demand or proceeding (whether arising in contract, tort, under statute, indemnity or otherwise) however it arises and whether it is present



or future, fixed or unascertained, actual or contingent and in any way relating to or contemplated in this Agreement or any agreement entered into pursuant to this Agreement, and where and to the extent the context permits, includes all of the associated losses;

Dog means the dog described in Item 3 of the Schedule;

Dog's Information means information relating to the Dog described in Items 3, 4, 5, 6, 7 and 8 of the Schedule;

Effective control has the same meaning as in the Act; and

Personnel means any employee, contractor, subcontractor, agent, partner, director or officer of a party.

- 1.2. In this Agreement, unless the context otherwise requires
 - 1.2.1. a term which is defined in the background or in clause 1.1 has the meaning therein defined;
 - 1.2.2. headings do not affect interpretation;
 - 1.2.3. a reference to a party includes its executors, administrators, successors and permitted assigns;
 - 1.2.4. singular includes plural and plural includes singular;
 - 1.2.5. where two or more persons are bound by this Agreement to observe or perform any obligation or agreement whether express or implied then they shall be bound jointly and also severally; and
 - 1.2.6. a reference to any statute or subordinate legislation includes all statutes and subordinate legislation amending, consolidating or replacing the statute or subordinate legislation referred to.
- 1.3. The parties acknowledge that the matters set out in the background to this Agreement are true and accurate and agree that they form part of the terms of this Agreement.
- 1.4. The requirements of this Agreement are to be construed as additional to any requirements upon either party in relation to the Dog under the Act or any other legislation.
- 1.5. The special condition(s) in Item 8 of the Schedule will apply to this Agreement. In the event of any inconsistency with the terms and conditions in the body of this Agreement, the special condition(s) will prevail.



- 1.6. The Council and the Carer agree that the mutual promises made by each of them under this Agreement shall constitute valuable consideration for the purposes of this Agreement.

2. FOSTER CARE

- 2.1. Subject to clause 2.2, the Carer agrees to provide care to the Dog in accordance with this Agreement until the Dog can be rehomed by the Council or be otherwise dealt with by the Council.
- 2.2. If the Carer considers the Dog is not suitable to the Carer, or if for any other reason the Carer is unable to care for the Dog, the Carer may return the Dog to the Council provided that the Carer provides the Council with at least two (2) Business Days' notice of the Carer's intention to do so.
- 2.3. Notwithstanding clause 2.2, if the Carer or any other person faces imminent danger if the Dog remains in the care of the Carer, the Carer may surrender the Dog immediately to the Council. The Council will organise collection of the Dog as soon as possible if collection of the Dog by the Council is sought by the Carer.

3. GENERAL OBLIGATIONS

- 3.1. The Carer undertakes, at the Carer's cost in all things, to:
- 3.1.1. keep the Dog at the Carer's residence described in Item 1 of the Schedule;
 - 3.1.2. ensure that other household members abide by the terms of this Agreement;
 - 3.1.3. not give away, sell or authorise another person to care for the Dog, unless care is organised in accordance with clause 5;
 - 3.1.4. ensure that the Dog does not roam freely, and to provide secure fencing so as to contain the Dog at the premises where the Dog is to be cared for by the Carer;
 - 3.1.5. meet the daily needs of the Dog, including without limitation, feeding, cleaning, socialisation, training, medication and affection;
 - 3.1.6. provide enrichment activities and exercise for the Dog;
 - 3.1.7. adhere to any plan relating to the Dog that is provided in accordance with this Agreement;
 - 3.1.8. return the Dog to the Council, or to take the Dog, as may be directed by the Council, to any nominee of the Council for
 - a) health and behavioural checks;



- b) for treatment or training, as specified in a plan;
 - c) for adoption days and pound open days for the purposes of the dog being displayed for adoption;
 - d) as requested by the Council for any reason; and
 - e) to collect the Dog after such checks, treatment or training is completed;
- 3.1.9. ensure that the Carer has effective control of the Dog in all public places;
- 3.1.10. isolate the Dog from other animals at the Carer's premises, unless otherwise stated in the plan for behavioural management of the Dog;
- 3.1.11. keep records relating to the Carer's care of the Dog, as requested by the Council, or any veterinary care provider or trainer;
- 3.1.12. comply with any reasonable directions of the Council as they relate to the Dog or its care;
- 3.1.13. notify the Council:
- a) of any change to the contact details of the Carer;
 - b) if the Carer intends to keep the Dog at a location other than the Carer's residence described in Item 1 of the Schedule for any period in excess of two (2) days;
 - c) if the Carer has lost the Dog;
 - d) if clause 4.5, 6.6, or 7.4 applies;
 - e) if the Carer wishes to adopt the Dog (the Carer will need to apply to do so through the Council's adoption process); or
 - f) if the Dog dies; and
- 3.1.14. to take reasonable care of anything the Council supplies the Carer for the care of the Dog, and to return such supplies to the Council when the Carer's care of the Dog ends.
- 3.2. The Carer undertakes all of the obligations described in clause 3.1 and in the remainder of this Agreement on a voluntary basis and accepts all risks and expenses relating to such obligations, unless the Council has agreed to be liable for any of these expenses in writing.



- 3.3. The Carer acknowledges and agrees that the Council is not responsible or liable to pay or contribute towards any expenses incurred by the Carer in caring for the Dog unless the Council has prior agreed to do so in writing.

4. HEALTH OF THE DOG

- 4.1. The Council has or will procure a basic veterinarian health check of the Dog, and if the Council has done so, information regarding the health of the Dog, as reported by the veterinarian is as described in Item 4A of the Schedule.
- 4.2. Veterinary treatment or care of the Dog may be required when the Dog is under the care of the Carer. The Carer agrees to comply with any treatment or care plan for the Dog (which may include visits to a veterinary health care provider), described in Item 4B of the Schedule.
- 4.3. If the Council wishes to introduce a treatment or care plan for the Dog after the date of this Agreement or wishes to make any changes to an existing treatment or care plan, the Council will discuss with the Carer the new plan or the changed plan before the plan is implemented.
- 4.4. The Carer will bear the cost of veterinary treatment or care of the Dog, unless the Council has prior agreed in writing.
- 4.5. The Carer agrees to notify the Council as soon as possible if there are any changes to the health of the Dog, or if the Dog is injured.
- 4.6. Subject to clause 4.7, the Carer must not take the Dog for any treatment without the prior written approval of the Council.
- 4.7. The Carer may take the Dog for treatment without prior notification to the Council if the Dog has ingested a toxic substance, has sustained a serious injury, or is otherwise suffering from anything that poses a serious risk to the Dog's life. If the Council has any preferred veterinary health care providers and has provided the Carer with details of these providers, the Carer must, in the first instance, attempt to arrange care of the Dog by any of such care providers.
- 4.8. Subject to the carer's compliance with clause 4.7, the Council will bear the cost of emergency treatment of the Dog.

5. DESEXING, VACCINATION AND MICROCHIPPING



- 5.1. If Item 3 of the Schedule stipulates the Dog has not been desexed, the Carer undertakes to arrange for this at the cost of the Carer, unless the Council has, prior to the desexing being arranged, agreed otherwise in writing.
- 5.2. If Item 5 of the Schedule stipulates the Dog requires any vaccination, the Carer undertakes to arrange for this at the cost of the Carer, unless the Council has, prior to the vaccination being arranged, agreed otherwise in writing.
- 5.3. For the purposes of clauses 5.1 and 5.2, if the Council agrees to bear some or the whole of the cost of desexing and/or vaccination, and if the Council has any preferred veterinary health care providers and has provided the Carer with details of these providers, the Carer must arrange desexing and/or vaccination of the Dog by any of such care providers.
- 5.4. The Dog has been microchipped by the Council with the Council's details.

6. BEHAVIOURAL MANAGEMENT

- 6.1. The Council may have procured a behavioural assessment of the Dog by a person with suitable expertise; and if the Council has done so, information regarding the behaviour or temperament of the Dog, as reported by the assessor is described in Item 6A of the Schedule.
- 6.2. Behaviour management of the Dog may be required when the Dog is under the care of the Carer. The Carer agrees to comply with any behaviour management plan for the Dog (which may include visits to a dog trainer or behaviourist), described in Item 6B of the Schedule.
- 6.3. If the Council wishes to introduce a behaviour management plan for the Dog after the date of this Agreement or wishes to make any changes to an existing behaviour management plan, the Council will discuss with the Carer the new plan or the changed plan before the plan is implemented.
- 6.4. The Carer acknowledges:
 - 6.4.1. that any behavioural assessment procured by the Council does not identify whether the Dog is suitable to be cared by the Carer, because it does not provide an accurate prediction of whether the Dog:
 - g) will or will not show aggression to humans or animals in a new environment or under all other circumstances;
 - h) has any fear, anxiety or underlying mental health issue; or



i) has a particular temperament;

6.4.2. the Council has:

- a) no expertise in making any assessment relating to the behaviour of the Dog;
- b) made no representation relating to the same other than disclosures recorded in the Schedule; and
- c) made and makes no warranty, expressed or implied, on the accuracy or completeness of the behavioural assessment; and

6.4.3. that on collection of the Dog, the Dog appears to be suitable for temporary rehoming with the Carer.

6.5. The Carer will bear the cost of behaviour management of the Dog, unless the Council has agreed otherwise in writing.

6.6. The Carer agrees to notify the Council as soon as possible if there are any changes to the behaviour of the Dog, or if the Dog has shown any unexpected aggression to any person or animal.

6.7. Whilst the Dog is under the care of the Carer:

6.7.1. the Carer releases the Council from all Claims relating to any act of the Dog, including any property damage, death or personal injury caused by the Dog; and

6.7.2. as a continuing obligation, agrees to indemnify the Council against such Claims.

7. CONTROL ORDER

7.1. This clause 7 applies if Item 7 of the Schedule stipulates a control order is in place in respect of the Dog.

7.2. The Council must provide the control order to the Carer and may provide written directions on how the control order may be complied with prior to the Carer taking possession of the Dog.

7.3. If a control order applies to the Dog, the Carer:

7.3.1. acknowledges receiving:

- a) a copy of the control order for the Dog; and
- b) information relating to consequences to the Carer if the Carer fails to comply with the control order;

7.3.2. further acknowledges that:



- a) the Carer is bound by law to comply with the requirements of the control order;
- b) undertakes to comply with such directions; and
- c) that failure to comply with the control order is an offence under the Act.

7.4. The Carer agrees to notify the Council as soon as possible if the Carer is at risk of not being able to comply with the control order.

7.5. The Carer releases the Council from all Claims relating to any failure by the Carer to comply with the control order, including any property damage, death or personal injury caused by the Dog, and agrees to indemnify the Council against such Claims.

8. INSPECTIONS

8.1. Subject to clause 8.2, the Carer agrees to provide the Council and its Personnel with access to the Carer's residence described in Item 1 of the Schedule, or to any other premises where the Dog is kept, to inspect and ensure the environment is suitable for the care of the Dog.

8.2. The Council may perform the inspection referred in clause 8.1 at any reasonable time, provided that the Council has given the Carer with notification of its intention to do so at least one (1) Business Day before the day of the scheduled inspection.

8.3. The Carer agrees to comply with the directions of the Council following an inspection promptly and fully.

9. TERMINATION

9.1. The Council may terminate this Agreement at any time and without cause upon the provision of seven (7) days' written notice to the Carer.

9.2. If this Agreement is terminated the Carer must deliver possession of the Dog to the Council as soon as practicable.

10. CONFIDENTIAL INFORMATION

10.1. Disclosure of Confidential Information

10.1.1. A party (**Recipient**) to whom Confidential Information is disclosed by another party (**Discloser**), must not disclose (whether directly, or indirectly) or make available the Confidential Information supplied by the Discloser to any person except in the Permitted Circumstances.



10.1.2. The Disclosure of the Discloser's Confidential Information by the Recipient other than in the Permitted Circumstances is a breach of the Discloser's obligations under this Agreement.

10.1.3. The parties' obligations under this clause 10 survive the expiry or termination of this Agreement.

10.2. Permitted Disclosures

10.2.1. If the Recipient discloses the Discloser's Confidential Information in the Permitted Circumstances under clause 10.1, it must use reasonable endeavours to ensure that the persons to whom that information is disclosed do not disclose the information other than in the Permitted Circumstances.

10.3. Use of Confidential Information

Subject to clause 10.1.1, the parties acknowledge and agree to:

10.3.1. keep confidential to the extent permitted by law;

10.3.2. maintain secure custody of; and

10.3.3. not reproduce

Confidential Information belonging to the other party.

10.4. Interpretation – Confidentiality

For the purposes of this clause 10:

10.4.1. **Confidential Information** means any information belonging to a party (in whatever form, whether recorded or not) that is of a confidential nature or otherwise designated by a party as confidential (whether expressly or impliedly) including without limitation technical, commercial, contractual, financial or marketing information but excluding information:

- a) known to the Recipient as at the commencement of this Agreement otherwise than as a result of disclosure by the Discloser; and
- b) that is in the public domain otherwise than as a result of a breach by the Recipient of its obligations under this Agreement; and
- c) is disclosed to the Recipient by any third party that does not owe any obligation of confidentiality to the Discloser; and



10.4.2. **Permitted Circumstances** means a disclosure by the Recipient of the Discloser's Confidential Information:

- a) to the Recipient's Personnel who require the Confidential Information for the purposes of the performance of the Recipient's obligations or the exercise of the Recipient's rights under this Agreement;
- b) to enable the Recipient to obtain professional advice in relation to this Agreement;
- c) with the written consent of the Discloser; or
- d) if the Recipient is required to do so in connection with legal proceedings relating to this Agreement.

11. WARRANTIES

- 11.1. The Carer warrants it has fully disclosed to the Council all facts relating to the Carer which are material to the Council's decision to enter into this Agreement, and that all of the Carer's Information is and was true and correct and is not and was not misleading; and
- 11.2. has obtained all permits required to keep the number of animals at the Carer's address described in Item 1 of the Schedule.

12. ABOUT THE COUNCIL

- 12.1. The Council enters into this Agreement as a council constituted under sections 7 and 36 of the *Local Government Act 1999* (SA) and not in any other capacity under that act or otherwise. This Agreement does not preclude or pre-empt the exercise by the Council of any other regulatory or statutory power or function.
- 12.2. The Carer acknowledges that the *Ombudsman Act 1972* (SA) authorises the South Australian Ombudsman to investigate any act of an individual or organisation done in the performance of functions conferred under a contract with the Council. The Carer agrees to ensure compliance with all obligations arising under that Act.

13. GENERAL

13.1. Amendment

- 13.1.1. Any amendment to a term of this Agreement must be made in writing executed by the parties or duly authorised officers on behalf of the parties.

13.2. Severance



- 13.2.1. If any part of this Agreement is found to be invalid or void or unenforceable, then that part will be severed from this Agreement and the remainder of this Agreement will continue to apply.

13.3. Subcontracting

- 13.3.1. The Carer must not subcontract any of its obligations under this Agreement.

13.4. Assignment

- 13.4.1. The Carer must not assign or otherwise deal with its rights under this Agreement without the written consent of the Council, such consent of which may be granted or withheld by the Council in its absolute discretion.

13.5. Costs

- 13.5.1. Each party must pay its own costs of preparing this Agreement and any document required by it.

13.6. Governing law and jurisdiction

- 13.6.1. This Agreement is governed by the law of South Australia.
- 13.6.2. The parties irrevocably submit to the non-exclusive jurisdiction of the courts of South Australia and the South Australian division of the Federal Court of Australia and the courts of appeal from them.
- 13.6.3. No party may object to the jurisdiction of any those courts on the grounds that it is an inconvenient forum or that it does not have jurisdiction.



EXECUTED AS AN AGREEMENT on

2024.

EXECUTED on behalf of

City of Salisbury ABN 82 615 416 895

UNDER DELEGATED AUTHORITY in

the presence of:

Signature of Witness

Signature of Authorised Delegate

Name of Witness

Name and position of Authorised Delegate

SIGNED by the **Carer** in the presence of:

Signature of witness

Signature of the Carer

Full name of witness

Full name of the Carer

Address of witness

**SCHEDULE 1**

Item 1	Carer.	Name:	
		Address:	
		Telephone number:	
		E-mail address:	
Item 2	The Council	Address:	34 Church Street Salisbury SA 5108
		Postal Address:	PO Box 8 Salisbury SA 5108
		Telephone:	(08) 8406 8222
		Website:	Salisbury.sa.gov.au
Item 3	Dog.	Name:	
		Sex:	
		Age:	
		Breed:	
		Colour:	
		Microchip number:	
		Desexed:	Yes / No
Item 4A	Known injuries, illnesses and medical conditions.	Refer to accompanying copy of the veterinary health check report.	
Item 4B	Treatment required to be		



	arranged by Carer.	
Item 5	Vaccination to be arranged by the Carer.	C3 vaccine: yes / no Non-core vaccine:
Item 6A	Identified behavioural issues.	Refer to accompanying copy of behavioural assessment report, if any.
Item 6B	Behaviour management to be arranged by the Carer.	
Item 7	Control order.	Yes / No - If yes, refer to accompanying copy of control order.
Item 8	Special Conditions.	<i>Insert as applicable or if none apply record 'nil'</i>

ITEM	3.1.3
	GOVERNANCE AND COMPLIANCE COMMITTEE
DATE	17 March 2025
HEADING	Policy Review - Disposal of Assets other than Land
AUTHOR	Matthew Coldwell, Team Leader Procurement and Systems, Business Excellence
CITY PLAN LINKS	4.3 Our council is recognised for delivering exceptional community experiences and quality outcomes
SUMMARY	This report contains the review of the Disposal of Assets other than Land Policy for Council consideration and adoption.

RECOMMENDATION

That Council:

1. Adopts the attached revision to the Disposal of Assets other than Land Policy.

ATTACHMENTS

This document should be read in conjunction with the following attachments:

1. Disposal of Assets other than Land Policy

1. BACKGROUND

- 1.1 In complying with legislation the *Local Government Act 1999* requires a council must prepare and adopt policies on contracts and tenders, including Section 49(1)(d) the sale or disposal of land or other assets.
- 1.2 Council's Disposal of Assets other than Land policy provides guidance to staff on the appropriate process for the sale or disposal of assets other than land.

2. EXTERNAL CONSULTATION / COMMUNICATION

- 2.1 Nil.

3. DISCUSSION

- 3.1 A review of the attached policy has been undertaken with the following proposed changes being made to the policy:
 - 3.1.1 Updates to the Responsible Officer
 - 3.1.2 Section 5.2 has been amended with some of its content being moved within a new section, 5.3.

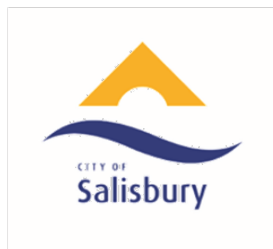
- 3.1.3 A new section, 5.3 has been created providing additional guidance to staff in relation to the process of disposing of low value assets at no cost where the costs of disposal will exceed the anticipated revenues received.

4. FINANCIAL OVERVIEW

- 4.1 Nil.

5. CONCLUSION

- 5.1 The attached Disposal of Assets other than Land Policy is recommended to Council for adoption.



City of Salisbury Values: Respectful, Accountable, Collaborative, Helpful

Disposal of Assets other than Land Policy

Approved by:	Council
Responsible Division:	Finance and Procurement Services
First Issued/Approved:	2003
Last Reviewed:	March 2025
Next Review Date:	March 2027

1. Introduction/Purpose

- 1.1 On occasions there is a need to dispose of Council assets. In complying with legislation, section 49 of the *Local Government Act 1999* requires that a Council must prepare and adopt policies on contracts and tenders, including policies on the following:
- the contracting out of services; and
 - competitive tendering and the use of other measures to ensure that services are delivered cost-effectively; and
 - the use of local goods and services; and
 - the sale or disposal of land or other assets.

2. Scope

This policy provides direction to staff for the disposal of Council assets other than land, which the Surplus Land Policy addresses.

3. Legislative Requirements and Corporate Policy Context

Local Government Act 1999 – Section 49 1

4. Interpretation/Definitions

Nil

5. Policy Statements**5.1 Disposal of vehicles and major plant shall be by:**

- trade-in on new items;
- auction, independent of new purchase; or
- sale by tender.

The appropriate approach above must demonstrate value for money and the least risk outcome.

5.2 Disposal of assets other than vehicles and major plant, shall be by:

- trade-in on new items;
- redistribution to other Council facilities;
- auction, independent of new purchase; or
- sale by tender.

5.3 Disposal of Low Value Assets

Where assets are deemed to have a value where the costs to dispose of the asset will exceed the anticipated revenue from the approaches detailed in items 5.1 & 5.2, all avenues to mitigate landfill are to be explored including disposal of assets at no cost, to Not for Profit sporting and community groups located within the City of Salisbury.

Deleted: after the above avenues are exhausted

5.4 The Executive Group, may give approval for selected items to be disposed of by other means. Proceeds from disposal under this clause shall normally be credited to the general revenue of Council unless directed otherwise by the Executive Group.**6. Related Policies and Procedures**

- 6.1 Procurement Policy
- 6.2 Procurement Framework
- 6.3 Evaluation & Probity Guidelines

7. Approval and Change History

Version	Approval Date	Approval By	Change
7	26/07/2021	Council	Insertion of 6.2

8 05/03/2025 Council Amendment of 5.2
& Insertion of 5.3

8. Availability

- 8.1 The Policy is available to be downloaded, free of charge, from Council's website www.salisbury.sa.gov.au
- 8.2 The Policy will be available for inspection without charge at the Civic Centre during ordinary business hours and a copy may be purchased at a fee as set annually by Council.
- City of Salisbury Community Hub
34 Church Street, Salisbury SA 5108
Telephone: 84068222
Email: city@salisbury.sa.gov.au

Field Code Changed

9. Review

This Policy will be reviewed within 12 months of a Council election or as required.

Further Information

For further information on this Policy please contact:

Responsible Officer: ~~Team Leader, Procurement and Systems~~
Address: 34 Church Street, Salisbury SA 5108
Telephone: 8406 8222
Email: city@salisbury.sa.gov.au

Deleted: Manager

Deleted: Strategic Procurement

Field Code Changed

ITEM	3.1.4
	GOVERNANCE AND COMPLIANCE COMMITTEE
DATE	17 March 2025
HEADING	Dog Registration Fees 2025-2026
AUTHOR	John Darzanos, Manager Environmental Health & Community Compliance, City Development
CITY PLAN LINKS	4.1 Our council's services are delivered in an effective and efficient manner 4.3 Our council is recognised for delivering exceptional community experiences and quality outcomes
SUMMARY	This report seeks Council approval for the proposed 2025/2026 dog registration fees, rebates, exemptions, and other fees. Fees must be approved prior to 31 May 2025 to facilitate the generation of new registrations for the 2025/26 period in the state-wide dog registration database, Dog and Cats Online (DACO).

RECOMMENDATION

That Council:

1. Approves the 2025/2026 dog registration fees at \$52 for standard dog and the maximum of \$95 for non-standard dog, along with the registration categories, fees, eligible rebates and exemptions and late fees as shown in the Proposed *Dog and Cat Management Act 1995* Fee Schedule 2025/2026 forming Attachment 2 of this report (Item no 3.1.4, Governance and Compliance Committee agenda, 17 March 2025).

ATTACHMENTS

This document should be read in conjunction with the following attachments:

1. Revenue and Expenditure Estimates
2. Proposed Dog and Cat Management Act 1995 Fee Schedule 2025-2026

1. BACKGROUND

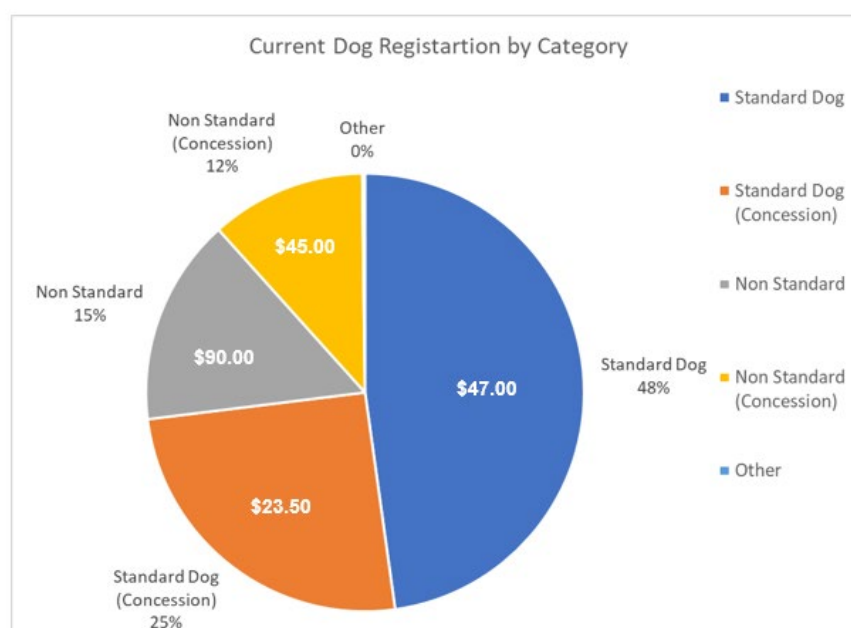
- 1.1 Under the provisions of the *Dog and Cat Management Act 1995* (the Act) Council has the discretion to set dog registration fees and must notify the Dog and Cat Management Board.
- 1.2 Fees must be approved prior to 31 May 2025 to facilitate the update of fees on Dogs and Cats Online (DACO) the state-wide dog registration database, and the generation of new registrations for the 2025/26 period.

- 1.3 To provide consistency in the required categories on DACO the standard and non-standard dog category has been adopted. Categories include:
- Standard Dog
 - Standard Dog – Working
 - Standard Dog – Concession
 - Non-Standard Dog
 - Non-Standard Dog – Working
 - Non-Standard Dog – Concession
 - Business Registration
 - Assistance Dog.
- 1.4 A standard dog is a “desexed and microchipped dog” and this category traditionally had a 50% rebate on the maximum fee which is applied to a “non-standard dog”. However as per previous years amended fees that were increased by \$5 per category, this resulted in a 47% rebate for standard dogs. A “non-standard dog” means a dog that is either microchipped or desexed (but not both).
- 1.5 The Act requires that all money received by Council under the Act must be utilised by Council in the provision of dog and cat management services.
- 1.6 The City of Salisbury provides a range of dog and cat management services and facilities including:
- Dog attack investigations.
 - Dog incidents including, responding to dogs wandering at large, non-compliance with dog leashing laws, dog noise and nuisance complaints.
 - Maintenance of a guard dog register.
 - Support for micro-chipping days, desexing initiatives and off-leash greyhound events.
 - Cat nuisance investigations, trapping services and cat relocations and impounding, support for national desexing network and the cat trapping, desexing and rehoming programs.
 - Dog rehoming with suitable shelter providers and foster carers and the development of an in-house dog rehoming and relocation program.
 - Provision and maintenance of ten dog friendly parks and nine small dog parks and associated signage.
 - Provision of dog litter bags and dispensers.
 - Provision of information and educational material to the community; and
 - Operation of the Pooraka Pound in partnership with City of Tea Tree Gully.
- 1.7 Dog registration fees provide the most consistent and predictable source of funding for expenditure associated with dog and cat management activities. Under the Act, 24% of dog registration fees collected are required to contribute to the Dog and Cat Management Fund which is managed by the Dog and Cat Management Board.

- 1.8 Registration numbers have remained relatively consistent with average annual registrations between 21,000 to 22,000, however there has been a slight decline in overall numbers over the last 3 years. Standard dog registrations have increased from 65% in 2018/19 to 73% of total registrations and remained consistently at 73% for the past three-year period as shown in Table 1 below.

Classification	2021-2022	2022-2023	2023-2024
Standard Dog (including Concession)	16,101	15,804	15,638
Non-Standard Dog (including Concession)	5,918	5,774	5,728
Other	37	38	42
Total	22,056	21,616	21,408

- 1.9 The percentage of standard dog registrations were expected to increase as new dog registrations transition to the standard dog category, however the estimates for 2025/26 have the percentage of Standard dogs at 73% showing a stabilization in the trend.
- 1.10 The 2024/25 fee structure is \$47.00 for a standard dog and \$90 for a non-standard dog, with a 50% concession in both categories (\$23.50 and \$45.00 respectively) for eligible concession card holders.
- 1.11 Thirty-seven percent (37%) of all current dog registrations attract a concession, paying a reduced fee of \$23.50 (25%) for standard dog registration, or \$45.00 (12%) for non-standard dog registration.
- 1.12 Almost half (48%) of all dog registrations are for a standard dog registration (without a concession) at a cost of \$47.00, with only 15% of all dog registrations attracting the maximum fee of \$90 for a non-standard dog registration (without a concession). Other categories (i.e., working dogs, business registrations and assistance dogs) make up less than 0.2% of all registrations.
- 1.13 Current dog registrations by category are shown in the chart below.



- 1.14 In 2023/24 dog registration revenue of \$940,895, accounted for 92% of all statutory revenue. In the current financial year (2024/25) it is anticipated that the total revenue from dog registrations will be 86% of all statutory revenue at the estimated \$989,991.
- 1.15 Other revenue collected under the provisions of the Act includes expiations, fines, and pound fees. These revenue sources account for approximately 14% of revenue in the current year (2024/25) and are variable and dependent on offences being committed and animals being impounded. Further to the statutory sources of revenue the dog pound reimbursements from the City of Tea Tree Gully are 38% of eligible operating costs and estimated at \$140,000 in 2024/25. Further details are provided in Attachment 2 - Revenue and Expenditure Estimates.
- 1.16 The costs for services and facilities relating to dog and cat management exceed the revenue generated through registration and other fees and require a cross-subsidisation from general rates revenue.
- 1.17 While capital expenditure may vary from year to year, total expenditure in 2024/25 is expected to exceed revenue by \$1,105,763.
- 1.18 In 2025/26, without a fee increase to dog registrations it is anticipated that total expenditure will exceed revenue by approximately \$1,046,217.

2. DISCUSSION

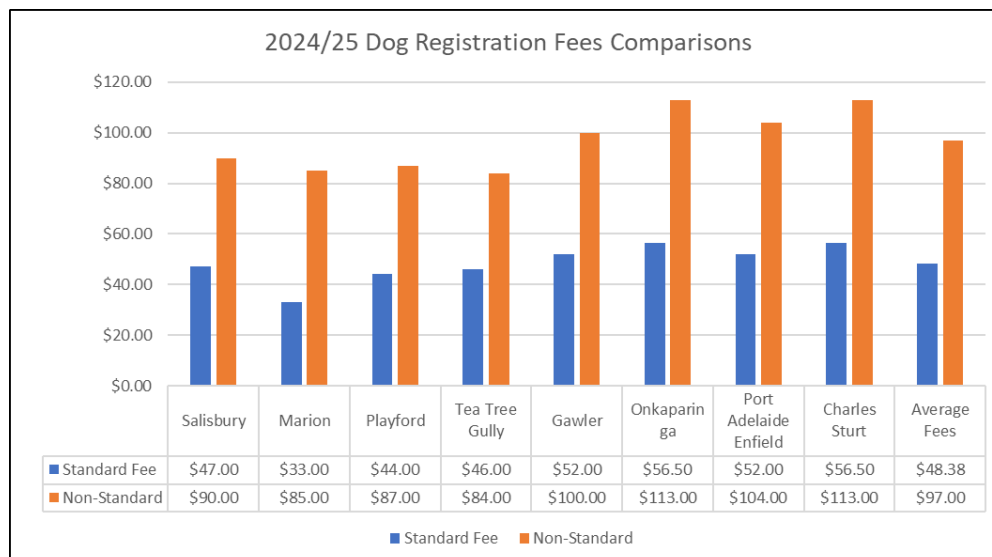
- 2.1 Council approval for the proposed 2025/2026 dog registration fees, rebates/exemptions and other fees is required prior to 31 May 2025 to facilitate the update and generation of new registrations for the 2025/26 period in Dogs and Cats Online.

Dog Registration Fees

- 2.2 Dog registration fees contribute to the delivery of Council's dog management services and facilities consistent with the 'user pays' principle.
- 2.3 The Table below provides a summary of dog registration fees since 2020/21 with dollar and percentage changes.

Year	Standard Dog Fee / Non-Standard Dog Fee	Fee increases from Previous Year Std Dog / NS Dog	Percentage change Std Dog / NS Dog
2024/25	\$47.00 / \$90	\$4.50 / \$5	11% / 6%
2023/24	\$42.50 / \$85	\$6.50 / \$13	18% / 18%
2022/23	\$36 / \$72	\$1 / \$2	3% / 3%
2021/22	\$35 / \$470	\$2.50 / \$5	7.7% / 7.7%
2020/21	\$32.50 / \$65	\$0 / \$0	0% / 0%

- 2.4 The recent increases in dog registrations fees over the last two financial years has resulted in the City of Salisbury dog registration fees rising to match the average of other large metropolitan councils. This has started to align the City of Salisbury with other councils and seeks to ensure that dog registration revenues continue to contribute to dog related expenditure. This is shown in the graph below which provides a comparison of dog registration fees for the current financial year.



- 2.5 Dog registration fees for a non-standard dog in 2024/25 range from \$84 (City of Tea Tree Gully) to \$113 (City Charles Sturt and City of Onkaparinga). For standard dogs the range is \$33 (City of Marion) to \$56.50 (City Charles Sturt and City of Onkaparinga). It is not known what increases are proposed by comparable councils in 2025/26.
- 2.6 An appropriate increase in dog registration fees will ensure that the services provided for dog management are predominantly funded on a 'user pays' basis, rather than being subsidised by rate revenue.
- 2.7 The suggested potential range of dog registration fees for 2025/26 is shown in the following table with possible Standard Dog fees ranging from \$50 to \$57, and Non-Standard Dog \$95 to \$100, noting the concession rebate is 50% of all fees.
- 2.8 The below table provides some options to increase fees by a minimum of \$3 (for a standard dog) to \$10 (for a standard and/or non-standard dog).

Financial Year	Standard Dog	Fee Change / Percentage	Non-Standard Dog	Fee change / Percentage
2025/26	\$50	\$3 / 6%	\$95	\$5 / 6%
2025/26	\$52	\$5 / 11%	\$95	\$5 / 6%
2025/26	\$57	\$10 / 21%	\$100	\$10 / 11%

- 2.9 The implications of the above for other registration categories is outlined below.

Registration Category	Existing Fees SD \$47, NSD \$90	Suggested Fees SD \$50, NSD \$95	Suggested Fees SD \$52, NSD \$95	Suggested Fees SD \$57, NSD \$100
Assistance Dog	\$0.00	\$0.00	\$0.00	\$0.00
Business Dog	\$90.00	\$95.00	\$95.00	\$100.00
Concession Non-standard	\$45.00	\$47.50	\$47.50	\$50.00
Concession Standard	\$23.50	\$25.00	\$26.00	\$28.50
Non-standard	\$90.00	\$95.00	\$95.00	\$100.00
Standard (microchipped & de-sexed)	\$47.00	\$50.00	\$52.00	\$57.00
Working Dog	\$90.00	\$95.00	\$95.00	\$100.00

2.10 An analysis of the potential revenue associated with each scenario is shown in Attachment 1 - Revenue and Expenditure Estimates.

Proposed Dog registration fee rebates and exemptions

2.11 The City of Salisbury has the ability to adopt additional concessions/rebates for dog registration fees and consistent with previous policy it is proposed that the existing fee structure is continued.

2.11.1 Puppies and new dog registrations after 1 January attract a 50% rebate.

2.11.2 Assistance dog registrations are proposed to continue to attract a 100% rebate (exemption).

2.11.3 New dog adoptions from approved shelters, continue to attract a full rebate on the first year of registration for adopted dogs that are desexed, microchipped, vaccinated and temperament tested for those dogs that are located within the City of Salisbury, and

2.11.4 The first year of registration for adopted greyhound dogs that have been put through Greyhounds as Pets SA's training program continue to attract a full rebate.

2.12 It is proposed that the late payment fees increase from \$15 to \$17. Late payment fees are incurred when registration is not paid by the due date of 31 August.

2.13 The due date provides dog owners two months to pay and during this period they have also received reminders via SMS or email. After the due date Council incurs added administrative costs to process reminders. The late fee is designed to compensate the added administrative costs to follow up late payments and postal reminder notices.

Other Fees

2.14 Additional fees charged by the City of Salisbury for dog and cat management include fees associated with the seizure, detention or destruction of dogs and cats, such as:

- seizure fees.
- daily and long-term pound fees.
- veterinary or welfare costs.

- microchipping.
- desexing; and
- euthanasia fees.

2.15 These fees may be incurred whilst a dog or cat is held by the City of Salisbury (or its agents) at the pound or an alternative facility.

2.16 The seizure fee and daily pound fee have been reviewed and it is recommended that seizure fee increase from \$90 to \$95 and daily and long-term pound fees be increased from \$60 to \$65 (noting that the day 1 pound fee is inclusive of the seizure fee) due to higher operational and cleaning costs associated with the dog pound.

Pooraka Pound Operational and Cleaning Costs

2.17 The joint use Pooraka Pound has seen the operational costs increase since the start of operations in 2023 due to the increased cleaning regime and welfare requirements for the impounded dogs.

2.18 These costs have been compounded by the need to hold dogs longer and undertake rehoming and relocations without the support of the major service providers being the Animal Welfare League of South Australia, and or RSPCA.

2.19 The long term holds mean higher occupancy rates, increased cleaning requirements and increased welfare management of dogs. The welfare needs include:

2.19.1 Walking and regular exercise - this is very important for the dog's wellbeing and physical health but helps alleviate stress and provides a positive outlet for their energy.

2.19.2 Collaboration with local vets to provide assessments and treatment to injured or ill dogs to ensure their comfort and recovery and ensuring any treatments or medicines are administered correctly as well as worming and flea treatments for dogs held past the three day (72 hour) mandatory hold period.

2.19.3 Providing enrichment for the impounded dogs - in addition to medical care –toys and mental stimulation are crucial for the overall wellbeing and treats are provided as part of walking and cleaning and toys placed in pens.

2.19.4 Temperament assessments and managing opportunities for adoptions and fostering dogs to independent shelters.

2.20 These added functions and responsibilities for the pound have not only added costs to the overall cleaning contract and operating costs of the new pound, but there was a need to implement a Pound Coordinator role to address the required functions.

2.21 This has been required to ensure the Pound is operating in a manner that maximizes the welfare needs of the dogs and undertakes all possible actions to rehome and relocate as many unclaimed dogs as possible.

2.22 The changes in expenditure from these added responsibilities are reflected in the increased expenditures as presented in the following table:

	Budget	EOY	Variance	CTTG Cost Recovery
2022/23 (partial year occupancy)	\$96,000	\$89,267	(\$6,733)	\$20,994
2023/24	\$211,500	\$229,974	\$18,474	\$87,390
2024/25 (*estimated)	\$330,000	\$331,431*	\$1,431*	\$125,944*

- 2.23 The Pound Coordinator expenditure for the YTD is \$76K with a forecasted EOY expenditure of approximately \$130K.
- 2.24 The Pound Coordinator role manages the City of Salisbury responsibilities for impounded dogs, however the City of Tea Tree Gully do not contribute to this position due to their lower impound and occupancy rates at the pound.
- 2.25 The welfare component associated with the longer term holding of dogs equates to approximately 30% to 40% of overall costs.
- 2.26 An increase in impound fees will contribute to the increased cleaning and operating costs for the pound and subsequently an increase in dog registration fees will further contribute to the increased operating costs.
- 2.27 No increases to the other fees are proposed as these are charged at direct costs incurred.

Expiations

- 2.28 Other revenue collected under the Act includes expiations and fines recovered by the Fines Enforcement and Recovery Unit.
- 2.29 These revenue sources are variable and dependent on offences being committed. Expiation fees and fines are legislated under the Act.

3. FINANCIAL OVERVIEW

Proposed Dog and Cat Fee Schedule 2025/2026

- 3.1 The total expenditure on dog and cat management services and facilities in 2025/26 is projected to be in the order of \$2,347,130. This includes the proposed capital expenditure in the draft 2025/26 budget is in the order of \$161,000 for dog park renewals.
- 3.2 On the basis of the projected expenditure, dog registrations income will provide a cost recovery (or 'user-pays') in the order of 45% of the total cost with fees set at \$52/\$95 (\$5 increase to each standard dog/non-standard dog fee). This would result in a cross-subsidisation from rate revenue in the order of \$981,489.
- 3.3 Dependent on the approved dog registration fees, the total expenditure on dog and cat services, could require a cross-subsidisation from rate revenue of up to \$1,046,217 without any change in fees, or \$916,761 if the maximum recommended fees were adopted (i.e. \$57 standard dog /\$100 non-standard dog, representing a \$10 increase to each fee).
- 3.4 The revenue and expenditure estimates are presented in Attachment 1 - Revenue and Expenditure Estimates.

- 3.5 On this basis it is recommended that the proposed dog registration fees are set at \$52 standard dog / \$95 non-standard dog (with 50% rebate for concessions) representing a \$5 increase to both base fees.
- 3.6 Attachment 2 - Proposed *Dog and Cat Management Act 1995* Fee Schedule 2025/2026 sets out the proposed dog registration fees, rebates and exemptions and other associated fees for consideration by Council.

New Initiatives 2025/26

- 3.7 Additional considerations for setting the registration fees are the proposed new initiatives that have not been factored into the proposed budget discussion above.
- 3.8 There are several initiatives that are instrumental to animal management operations and maintaining a positive community experience and are critical in maintaining services at the pound and for addressing the current challenges in cat management, namely limited shelter support.
- 3.9 A new initiative bid for an ongoing pound coordinator role has been presented in the budget papers for 2025/26 and it is seeking three years funding. This will ensure that essential operations at the pound relating to welfare of dogs and rehoming and relocation responsibilities and services are maintained. Pending approval of this initiative the Animal Management operating costs will increase by another \$145K per annum.
- 3.10 A further initiative new initiative bid in the budget papers is for ongoing funding for the cat desexing and rehoming program that was subject to a pilot program in 2024/25. This program is offering an alternate solution to address the growing numbers of stray and unowned or semi owned cats and aims to reduce cat breeding, reduce nuisances, and encourage responsible cat ownership.
- 3.11 Pending approval of this initiative the Animal Management operating costs will increase by another \$70K per annum for 2025/26 with a view of continuing the program pending review of performance, feedback, and impact on cat nuisances.
- 3.12 If these new initiatives are supported in the 2025/26 budget the total expenditure on dog and cat services, could require a cross-subsidisation from rate revenue of \$1,196,489 with the recommended fee increase of \$52 and \$95.
- 3.13 If there are no fee increases it will require up to \$1,261,217. A lower cross-subsidisation of \$1,131,497 would be required if the maximum recommended fees were adopted (i.e., \$57 standard dog /\$100 non-standard dog, representing a \$10 increase to each fee).

4. CONCLUSION

- 4.1 The services provided by Council in the area of dog and cat management are diverse, resource intensive and involve a significant budget provision and cross- subsidy from rates revenue.
- 4.2 There is an opportunity to increase the current dog registration fees to contribute more to cost of delivering these services along with the administration and enforcement of the Act, noting that only 15% of current dog registrations attract the full non-standard dog fee.
- 4.3 The report outlines options to increase registration fees and it is recommended that registration fees for 2025/26 be increased to \$52 for standard dog and the maximum of \$95, for non-standard dogs, representing a \$5 increase for each. This will assist in reducing the level of subsidy of the services and facilities from general rate revenue.

Attachment 1 Revenue and Expenditure Estimates

Year	2023/24		2024/25		2025/26		2025/26		2025/26		2024/25	
	2023/24 \$85.00 fee	Revenue as % of Total Expenditure	2024/25 Estimates with \$47 / \$90 fee	Revenue as % of Total Expenditure	2025/26 Estimates with \$47 / \$90 fee	Revenue as % of Total Expenditure	2025/26 Estimates with \$50 / \$95 fee	Revenue as % of Total Expenditure	2025/26 Estimates with \$52 / \$95 fee	Revenue as % of Total Expenditure	2024/25 Estimates with \$57 / \$100 fee	Revenue as % of Total Expenditure
Budget Estimates												
Operating Revenue - Registration Fees	(\$940,895)	46	(\$989,991)	41	(\$989,991)	42	(\$1,049,451)	45	(\$1,075,159)	45	(\$1,160,328)	49
Operating Revenue - Other	(\$87,343)	4	(\$158,600)	7	(\$160,100)	7	(\$160,100)	7	(\$160,100)	7	(\$160,100)	7
Operating Revenue	(\$1,028,238)		(\$1,148,591)		(\$1,150,091)		(\$1,209,551)		(\$1,235,259)		(\$1,320,428)	
Pound Operating Reimbursement (38% of operating costs)			(\$140,000)	6	(\$150,822)	6	(\$150,822)	6	(\$150,822)	6	(\$150,822)	6
Total Operating Revenue	(\$1,028,238)		(\$1,288,591)		(\$1,300,913)		(\$1,360,373)		(\$1,386,081)		(\$1,471,250)	
Operating Expenditure	\$1,647,342		\$2,005,941		\$1,966,314		\$1,980,646		\$1,966,755		\$2,007,195	
Capital Expenditure	\$179,694		\$175,000		\$161,000		\$161,000		\$161,000		\$161,000	
Estimated Other Items Expenditure**	\$207,326		\$213,413		\$219,815		\$213,546		\$219,815		\$219,815	
Total Expenditure	\$2,034,362		\$2,394,354		\$2,347,130		\$2,355,192		\$2,367,570		\$2,388,011	
Net Deficit / (Profit)	\$1,006,124		\$1,105,763		\$1,046,217		\$994,818		\$981,489		\$916,761	

Estimated Expenditure

- Organisational overheads (IT, HR, Administration, Accommodation costs)
- Customer Centre staff resources to provide animal management services, (customer requests, registrations)
- Regular maintenance of 10 dog parks and 9 small dog parks
- Provision and maintenance of dog signs (approximately 700 signs throughout the City)
- Provision and maintenance of dog litter bags and dispensers
- Maintenance of the dog pound
- Upgrades of dog parks (Jenkins reserve 2025,)
- Dog and Cat Management actions, strategies and additional dog management initiatives which can have financial implications for the organisation.
 - Future upgrades of dog parks, microchipping days, low cost desexing, greyhound off leash events

Proposed Dog and Cat Management Act 1995 Fee Schedule 2025-2026

Dog Registration Fees Category	Percentage % rebate	2025/26 Standard dog (SD) \$52 Non-Standard dog (NSD) \$95	2025/26 Registration fee including \$17 Late fee
Business Registration	0% NSD	\$95.00	\$112.00
Assistance Dog	100%	\$0.00	\$17.00
Non Standard Dog	0% (NSD)	\$95.00	\$112.00
Standard Dog	0% (SD)	\$52.00	\$69.00
Non Standard Dog - Concession	50% (NSD)	\$47.50	\$64.50
Standard Dog - Concession	50% (SD)	\$26.00	\$43.00
Non Standard Dog - Working	0% (NSD)	\$95.00	\$112.00
Standard Dog - Working	0% (SD)	\$52.00	\$69.00

Other Dog Registration Fees	2024/25	2025/26
Transfer of Registration	N/A	N/A
Replacement Disc Fee	As determined by the DCMB	As determined by the DCMB
Late Registration Penalty (applies 3 clear business days from last day to pay annual registration)	\$15.00	\$17.00
Puppies aged 6 months or less	Standard Dog or Standard Dog - Concession Fee applies	Standard Dog or Standard Dog - Concession Fee applies
Part Year Rebate after 1 January and until end of current period for new dogs not previously registered in the area	Varies (50% of fee)	Varies (50% of fee)
Fee free registration period from 1 June to 30 June	\$0 for all registrations	\$0 for all registrations
Certified Extract from register (per page)	\$10.00	\$10.00

Fees for meeting any other requirement imposed on councils under the Dog and Cat Management Act 1995	2024/25	2025/26
Seizure Fee Seizing a dog for the purposes of impounding. Includes Day 1 (or first 24 hours) or part thereof of impounding.	\$90.00	\$95.00
Daily Pound Fee (per day or part thereof) (Fees for Keeping Dog at Pound daily (or part thereof)) applicable for: Day 2 (or second 24 hour period) or part thereof and Day 3 (or third 24 hour period) or part thereof.	\$60.00 per day	\$65.00 per day
Daily Pound Fees – Long term hold for dog Applicable rate for each and every day dog held for consideration of appeals to Control Orders, and or legal action (onsite at pound or at alternative facility - Note - alternate facility will be charged at costs incurred	\$60.00 per day	\$65.00 per day
Daily Pound Fees – short or long term hold for cat Applicable rate for each and every day cat held for consideration of action taken under the Dog and Cat Management Act (onsite at pound or at alternative facility)	Varies (Direct costs incurred)	Varies \$65.00 per day onsite or (Direct costs incurred alternate facility)
Veterinary Fees Applicable to dogs and cats, and all direct costs incurred will be claimed	Varies (Direct costs incurred)	Varies (Direct costs incurred)
Other animal welfare related costs includes euthanasia, microchipping, desexing (Applicable to dogs and cats and all direct costs incurred will be claimed)	Varies (Direct costs incurred)	Varies (Direct costs incurred)

Other Registration Fees (Adopted and Fostered Dogs)	2024/25	2025/26
Dogs adopted from recognised animal shelters Free dog registration for the first year of registration for dogs adopted from approved shelters An approved shelter is recognised as the Animal Welfare League South Australia, the RSPCA, and any shelter agency that is registered as a not-for profit agency and or endorsed by the Dog and Cat Management Board, and interstate shelters endorsed as an approved shelter by interstate Councils or endorsed by the Dog and Cat Management Board. Rebate applies to dogs that are desexed, microchipped, vaccinated and temperament tested.	\$0 for first year of registration only.	\$0 for first year of registration only.
Foster Dogs Dogs registered in the name of the shelter agency* and being cared for by foster carers are offered free registration for the first year of registration whilst they are in foster care and in the custody of these agencies. *Shelter agency is a registered as a not-for profit agency and or endorsed by the Dog and Cat Management Board, and interstate shelters endorsed as an approved shelter by interstate Councils or endorsed by the Dog and Cat Management Board.	\$0 for first year of registration only.	\$0 for first year of registration only.
Greyhounds adopted as pets free dog registration for the first year of registration for greyhounds adopted from GAP SA or other similar agencies approved by the Dog and Cat Management Board	\$0 for first year of registration only.	\$0 for first year of registration only.