

BYLAW NO. 5048

A Bylaw to appoint The Saskatchewan Society for the Prevention of Cruelty to Animals (Saskatoon Branch) as Poundkeeper for The City of Saskatoon.

WHEREAS The Urban Municipality Act provides that the Council may pass bylaws appointing poundkeepers; and

WHEREAS it is deemed desirable that The Saskatchewan Society for the Prevention of Cruelty to Animals (Saskatoon Branch) be appointed poundkeeper for The City of Saskatoon;

NOW THEREFORE the Council of The City of Saskatoon enacts as follows:

1. The Saskatchewan Society for the Prevention of Cruelty to Animals (Saskatoon Branch) is hereby appointed poundkeeper for The City of Saskatoon.
2. The Saskatchewan Society for the Prevention of Cruelty to Animals (Saskatoon Branch) shall carry out the duties of poundkeeper as set forth in Bylaw No. 3661 of The City of Saskatoon, and any amendments thereto.
3. Where the Department of Physiology of The University of Saskatchewan requests that it be supplied with unclaimed animals specified by it, the poundkeeper shall dispose of such animals in accordance with such request.
4. The draft contract between The City of Saskatoon and The Saskatchewan Society for the Prevention of Cruelty to Animals (Saskatoon Branch) attached hereto is hereby ratified and approved, and the Mayor and City Clerk are hereby authorized and directed to execute same.
5. This bylaw shall come into force and take effect on the day of the final passing thereof.

Read a first time this 25th day of January A.D. 1970.

Read a second time this 25th day of January A.D. 1970.

Read a third time and passed this 25th day of January A.D. 1970.

"Sid L. Buckwold"

Mayor

"L.A. Kreutzweiser"

City Clerk

(SEAL)

THIS AGREEMENT made in duplicate this day of December, A.D. 1970.

BETWEEN:

THE CITY OF SASKATOON, of the
Province of Saskatchewan,
(hereinafter called the "City"),

OF THE FIRST PART

- and -

THE SASKATCHEWAN SOCIETY FOR THE
PREVENTION OF CRUELTY TO ANIMALS
(Saskatoon Branch), a body corporate
having been incorporated pursuant to
Chapter 89, Statutes of Saskatchewan,
1928, (hereinafter called the "Society"),

OF THE SECOND PART

WHEREAS the City is the registered owner of Lot Eight (8), in Block Five Hundred and Twenty-nine (529), in the City of Saskatoon, in the Province of Saskatchewan, in the Dominion of Canada, according to a Plan of Record in the Land Titles Office for the Saskatoon Land Registration District as No. 65-S-02405, civically known as 302 - 103rd Street, Saskatoon, Saskatchewan; and

WHEREAS the City has constructed a dog pound and animal shelter on the said property; and

WHEREAS the primary objective of the Society is to facilitate and provide for the prevention of cruelty to animals and their protection and relief therefrom and to inculcate the principles of and the desire for more humane treatment of animals; and

WHEREAS the City has for many years provided the Society with grants-in-aid to financially assist the Society in maintaining its objectives; and

WHEREAS, because of the special interest of the Society in the care of animals it is desirable that the Society be appointed as poundkeeper for the City of Saskatoon; and

WHEREAS, the Society has agreed to accept the appointment of poundkeeper subject to the conditions hereinafter set forth;

NOW THEREFORE this Agreement witnesseth as follows:

1. The City agrees to appoint and does hereby appoint the Society as poundkeeper of the City, with the powers and duties of such poundkeeper to be exercised within the Municipality as specified in Bylaw No. 3661.
2. The appointment shall be for a period of five (5) years commencing the 1st day of January, A.D. 1971, and from year to year thereafter but either party may terminate this Agreement upon giving six (6) months notice in writing to the other party.
3. The remuneration to be paid to the Society shall be the sum of \$_____ for 1971, payable in twelve (12) equal monthly installments, and shall be negotiated annually thereafter during the currency hereof.
4. The remuneration referred to in paragraph 3 hereof is expressly agreed to represent:
 - a) consideration for the performance by the Society of its duties as poundkeeper,
 - b) the financial grant paid annually to the Society to assist it in the pursuit of its statutory objectives.
5. The City grants to the Society the right to operate the dog pound and animal shelter on behalf of the City for the purpose of carrying out the terms of this Agreement and the Society shall not be liable to pay to the City any rent therefor.
6. The Society agrees to exercise the powers of and perform the duties of poundkeeper on behalf of the City, and in addition to any duties prescribed by this Agreement, covenants to abide by the duties prescribed by Bylaw No. 3661.
7. The Society agrees to keep the dog pound and animal shelter open from 10 o'clock in the forenoon until 5 o'clock in the afternoon, Monday through Friday, and from 10 o'clock in the forenoon until 4:30 in the afternoon on Saturdays, all statutory holidays excepted.
8. The Society shall be responsible for the release of impounded dogs as provided for in Bylaw No. 3661, and shall be responsible for the collection of fees in connection therewith.
9. All moneys collected by the Society as poundkeeper shall be turned over to the City License Inspector on or before the 15th day of each and every month.

10. The Society shall deliver to the City License Inspector on or before the 15th day of each and every month, a written statement of the operations of the pound up to the last day of the preceding month in a form approved by the City License Inspector.
11. The Society shall pay all operating costs in connection with the physical operation of the dog pound and animal shelter including the cost of salaries for its employees, the cost of light, water, heat and telephone for and maintenance of the dog pound and animal shelter, the cost of providing and maintaining uniforms for employees, the cost of supplying euthanasia equipment and all working equipment, the cost of feeding animals in the custody of the Society, the cost of veterinarian's fees, and the cost of operating and maintaining its vehicles.
12. The Society shall not convert, use or occupy the land or the said dog pound and animal shelter except as permitted by the City.
13. At the expiration of the term of this agreement, or sooner determination as provided in paragraph 2 hereof, the Society shall peaceably surrender and yield up unto the City, the land and the said dog pound and animal shelter with all appurtenances, in good and substantial repair, reasonable wear and tear and damage by fire, lightning and tempest only excepted.
14. If the Society shall make default in the performance and observance of any of the terms, covenants and conditions of this agreement, or fail to properly exercise powers or perform the duties as prescribed by Bylaw No. 3661, or if the Society shall make any assignment for the benefit of creditors, or become bankrupt or insolvent, the City may thereupon cancel and determine this agreement by giving the Society one month's written notice.
15. This agreement shall not be assigned.
16. This agreement shall not be operative unless and until ratified and confirmed by bylaw, passed by the Council of The City of Saskatoon.

IN WITNESS WHEREOF the parties hereto have hereunto affixed their respective corporate seals attested by the hands of their respective officers duly authorized in that behalf, the day and year first above written.

THE CITY OF SASKATOON

Mayor

City Clerk

THE SASKATCHEWAN SOCIETY FOR THE
PREVENTION OF CRUELTY TO ANIMALS
(Saskatoon Branch)

DATED: December A.D. 1970.

BETWEEN:

THE CITY OF SASKATOON

- and -

THE SASKATCHEWAN SOCIETY FOR
THE PREVENTION OF CRUELTY TO
ANIMALS (Saskatoon Branch).

A G R E E M E N T

J.B.J. NUTTING
City Solicitor
Saskatoon, Sask.