

**AGREEMENT FOR ANIMAL CONTROL AND CARE SERVICES
CITY OF BLAINE
AND
WHATCOM HUMANE SOCIETY**

The Whatcom Humane Society, a private non-profit corporation in the State of Washington (hereinafter referred to as the “Society”) and the City of Blaine (hereinafter referred to as the “City”), in consideration of the mutual promises and covenants contained herein, do hereby agree as follows:

DURATION

The term of this Agreement is five (5) years from January 1, 2020 through December 31, 2024.

ORGANIZATIONAL ARRANGEMENTS

The Society is established and has animal control powers pursuant to the provision of Washington State Law, in addition to powers granted it by virtue of this Agreement.

The City agrees to make all administrative complaints, suggestions, or requests to the Society through the Executive Director at 733-2080 ext. 3026. Animal Control complaints can be made by calling Dispatch at 733-2080 ext. 3017.

The Society is open to the public:

- Wednesday – Saturday, 10:00 am – 6:00 pm
- Sunday – Monday 11:00 am – 5:00 pm
- Closed to the public on Tuesdays and Major Holidays

Animal Control officers are available:

- Wednesday – Saturday, 10:00 am – 6:00 pm
- Sunday – Tuesday 9:00 am – 5:00 pm
- After hours and holidays via What-Comm 911 Dispatch/Pager

The City agrees to pay the Society six hundred twenty-five dollars and zero cents (\$625) per month for calendar year 2020, an annual cost of \$7,500. For each subsequent year of this contractual agreement, the annual cost will be reviewed at each budget cycle and amended as needed to reflect any changes in cost.

During the period of this agreement, three (3) hours of animal control services will be provided each week, 120 hours of human care for animals unclaimed by their owners and subsequent euthanasia and disposal if the animal is deemed unadoptable. The Society will respond to individual requests for assistance received by members of the public as received through animal control dispatch.

If the City decides to add additional hours of animal control services and patrol (for example, during the summer months when the population temporarily increases), the hourly fee for doing so is \$50.00.

The City further agrees to pay \$50.00 for each after-hour call out and assist request made by the Blaine Police Department or authorized City official. An after-hour call out and assist request is defined as one which occurs outside of the on-duty Animal Control officer's regular shift. Emergency assist calls made by private citizens will be first directed to the attention of the Blaine Police Department via What-Comm 911 who will then notify the Society if the after-hour assistance is required.

The Society will bill the City quarterly for these services.

LICENSE AND FEES

The Society shall retain all board and impound fees charged to owners who claim their impounded animals. The Society is responsible for administering the City's dog licensing program and shall retain all proceeds from the sale of dog licenses.

REAL PROPERTY AND EQUIPMENT

The Society occupies and operates an animal shelter at 2172 Division Street, Bellingham, WA. The Society shall ensure that they acquire and maintain adequate equipment and facilities to properly execute all services provided pursuant to this Agreement.

INSURANCE AND LIABILITY

The Society agrees to save the City and hold it harmless from all liability attributable to the activities of the Society. The City agrees to retain responsibility for liability arising from their own negligence in regard to animal control activities.

LAW ENFORCEMENT POWERS

The City agrees to provide the Society's uniformed Animal Control officers with the appropriate limited law enforcement commissions/authorization as necessary to carry out their duties under the scope of services call for in this agreement.

The Society shall ensure that its Animal Control officers are properly trained and equipped to perform their duties and that they conduct themselves properly and in accordance with the law.

SCOPE OF SERVICES

The Society shall act as a law enforcement agency for the purpose of enforcing applicable City and State of Washington animal control and animal welfare law as follows:

- A. Complaints and Referrals: The Society shall investigate and follow up on all animal control complaints referred to it by appropriate City officials and the public.
- B. Housing and Disposal: The Society shall provide for the humane housing of animals. Animals will be held for a minimum of 120 hours (excluding holidays and closed day), unless severe sickness or injury requires earlier human disposal. Animals not claimed after this waiting period may be adopted into new homes,

transferred to outside animal welfare organizations or euthanized at the Society's discretion and the Society will retain associated adoption fees. The name of new adoptive owners will not be released to the previous owner after the legal holding period has been satisfied.

C. Emergency Call: The Society's enforcement officers shall be available to respond to emergency referrals at any time outside of regular working hours. A 24-hour paging service via What-Comm 911 dispatch shall be for this purpose. Emergency calls shall be limited to stray animals that are:

- Injured
- In distress, such as those caught in traps
- Suffering from life-threatening illness or disease
- At large and which present a reasonable probability of injury to persons, property, or animals

Due to travel time from Bellingham, it is agreed that the Blaine Police Department or other appropriate City department may need to assume responsibility for initial response to emergency complaints, particularly if human life is in jeopardy. The Society will respond as quickly as possible following notification and will perform any follow-up citation and/or investigative work as required.

D. Notices – Any notices require to be given by the City to the Society or by the Society to the City shall be in writing and delivered to the parties at the following addresses by certified mail, return receipt requested:

Sam Crawford, City Clerk
City of Blaine
435 Martin Street
Blaine, WA 98230-4106

Laura Clark, Executive Director
Whatcom Humane Society
2172 Division Street
Bellingham, WA 98226

E. Waiver: Failure to insist upon strict compliance with any terms, covenants or conditions of this Agreement shall not be deemed a waiver of such, nor shall any waiver or relinquishment of such right or power at any time be taken to be a waiver of any other breach.

F. Compliance with State, Local and Federal Laws: The Society agrees to comply with all applicable local, state and federal laws in performance of all services under this Agreement.

G. Applicable Law Venue: This Agreement shall be construed and interpreted in accordance with the laws of the State of Washington, and in the event of dispute, the venue of any action brought hereunder shall be in Whatcom County Superior Court.

H. Attorney Fees: The substantially prevailing party in any litigation arising hereunder shall be entitled to reasonable attorney's fees and court costs, including appeals, if any.

NONDISCRIMINATION

The Society shall not discriminate in employment or services to the public on the basis of sex, race, color, creed, national origin (including membership in a Native American tribe), age, marital status, physical, sexual orientation, gender identity, mental or sensory handicap except any employment action based on a bona fide occupational qualification, and all other criteria listed under Title VII Protected Classes of the Civil Rights Act of 1964.

TERMINATION

This agreement may be terminated by either party for convenience upon sixty (60) days written notice to the other party, or for cause if either party fails substantially to perform through no fault of the other and does not commence correction within (5) days of written notice and diligently completes the correction thereafter. Upon such termination, the City will be entitled to reports showing the status of all matters upon which the Society is advising the City as of the effective date of termination.

IN WITNESS WHEREOF, the parties have executed this Agreement with Whatcom Humane Society, the date and year indicated.

CITY OF BLAINE

By: _____ Date: _____
MICHAEL JONES
City Manager

WHATCOM HUMANE SOCIETY

By: _____ Date: _____
LAURA CLARK
Executive Director

DEPARTMENTAL APPROVAL

By: _____
DONNELL TANKSLEY
Police Chief

Date: _____

ATTEST

By: _____
SAMUEL CRAWFORD
City Clerk

Date: _____