



COB's Contract eRouter

Number (Assigned by FINANCE)

2003-0369

Tracking Number FABN-5T2JUNU
Type Contract
Dept: Police

Contracting Party: Whatcom Humane Society
Original Cont #:
Name/Project #: Animal Control Services Agreement
Termination Date: 12/31/2008
City Project Mgr: Tom Corzine
Certificate of Insurance: Attached
Is Notary required?: No
P.O. Required?: Yes
Maximum Payable \$\$: 193,014 in 2004
Exhibits Attached: Yes
Special Instructions: Please notify Fran Bolden @ Police Dept. when fully signed.

Distribution: Original - Attach to Contract, Copy: Return to Originating Dept.
Modification of Contract - Attach Copy of Original Contract to Physical document

Approval Cycle Settings

- 2) Approval conditions: 100 % approval
2) Routing method: Serial (one at a time)
2) Allow Approver comments: Yes
2) Automatically Delegate to Assistant...: No
2) Automatically Skip Approvers...: Yes
Days until skipped/delegated

Notification Access

11/19/03 Rec'd Jim
11/20/03 Notes/Mary/et-al

2003-0369

**ANIMAL CONTROL SERVICES AGREEMENT
WHATCOM HUMANE SOCIETY AND CITY OF BELLINGHAM**

The **CITY OF BELLINGHAM**, a first-class municipal corporation of the state of Washington (hereinafter the "City"), with offices located at 210 Lottie Street, Bellingham, Washington, 98225, and the **WHATCOM HUMANE SOCIETY**, a duly qualified Washington State nonprofit corporation in good standing (hereinafter the "Society"), in consideration of the mutual covenants herein, do hereby agree as follows:

I. PURPOSE: The City and the Society enter into this Agreement to provide animal control services to the City and to enforce the City's animal control ordinances. The Society shall also provide animal control services to such other government jurisdictions within Whatcom County as required by them via separate contracts with the Society.

II. PAYMENTS BY THE CITY: The City agrees to pay for services rendered under this Agreement as follows:

A. There shall be paid twelve consecutive monthly installments commencing in January, for each contract year. The monthly amounts are set forth in Attachment "A."

B. In addition, the City shall pay \$50.00 per call-out for service requests placed and authorized by the Bellingham Police Department shift sergeant or duty staff officer.

C. The Society shall provide the City a monthly report of all license fees by the 15th day of each month for the previous month.

III. TERM: The term of this Agreement is five years, from January 1, 2004 through December 31, 2008. The parties may mutually agree to continue their contractual relationship for up to two one (1) year terms upon mutually agreed written conditions. The party seeking to

City of Bellingham
CITY ATTORNEY
210 Lottie Street
Bellingham, Washington 98225
Telephone (360) 676-6903

continue the contract shall provide written notice to the other party at least 90 days, but not more than 190 days before this Agreement expires.

IV. COORDINATION: The City's lead agency for administration of this Agreement is its Police Department. The Society's Administrator of this Agreement is its Executive Director.

V. ANIMAL SHELTER OPERATIONS:

A. Hours: The Society agrees to keep the shelter open to the public for at least 36 hours each week, on a schedule approved by the City.

B. Building maintenance: The Society shall maintain the shelter in a clean and sanitary condition, and it will not permit any condition to exist which might constitute a public nuisance.

C. Care of animals: The Society shall give the best possible care and treatment to all creatures in its custody by providing them adequate housing and food, shall not permit the shelter to become overcrowded, and shall receive and care for all animals brought to the shelter from within the City or from other jurisdictions to which services are provided.

VI. ENFORCEMENT AND FIELD OPERATIONS: The Society shall act as a law enforcement agency for enforcement of animal control and related ordinances and statutes. To this end, the Society shall operate subject to the following:

A. Complaints and referrals:

(1) The Society shall investigate and follow up on all animal control complaints referred to it by appropriate officers, the public, health services, or other entities which complaints constitute violations of the Animal Control Ordinance, including but not limited to the following:

- (a) Complaints involving dangerous or threatening animal attacks;
- (b) Injured, sick, and distress calls;
- (c) Complaints of animal bites which require quarantine;

City of Bellingham
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- (d) Dogs at large representing an emergency or interfering with traffic;
- (e) Dogs at large where the complainant and the owner are identified;
- f) "Dogs at large" complaints which are either anonymous or where the owner cannot be identified;
- (g) Barking dog complaints;
- (h) Other animals at large including large farm animals;
- (i) Animal cruelty and neglect cases; and,
- (j) Stray animals to be picked up at private residences or businesses.
- (k) Dead animals which constitute a health or traffic hazard (note, requests to remove dead animals from I-5 shall be referred to the State Department of Transportation)
- (l) Cat nuisance or damage complaints, provided, the Society will make available to the public at a fair rental humane cat traps and will deliver and/or pick up such traps in cases of extreme need;
- (m) Other "nuisance" animal complaints, such as goats, pigs, chickens, rabbits, etc.

(2) The Society will not perform the following services except upon request by a duly authorized representative of the City.

- (a) Complaints that occur at Western Washington University (however, the Society will pick up stray animals in these areas with no charge to the City or the University, and will assist when requested, if imminent danger exists to people or animals in the area);
- (b) Requests by law enforcement or fire officials to take into custody animals whose owners have been hospitalized or taken into custody;
- (c) Complaints regarding wildlife.

B. Disposal: The Society shall provide for the humane disposal of unclaimed animals after holding them no less than 72 hours, unless sickness or injury requires earlier disposal.

C. Disposal of dead animals: The Society shall pick up and dispose of small or large dead animals from City streets within 24 hours of notification.

D. Legislation: The Society shall provide continuing assistance and advice to the City on the updating and revision of its animal control ordinances.

E. Animal transport equipment: The Society shall maintain such vehicles and related equipment as are required for its operations and shall bear full responsibility for fuel and maintenance of the same. The Society shall have available equipment for hauling large animals and shall stock dog and cat traps, and cat carrying cases for use by citizens. A refundable deposit and nominal rental fee shall be charged to citizens using such equipment.

F. Violations of State game laws coming to the Society's attention will be reported to the State Game Department.

VII. ANIMAL CONTROL OFFICERS:

A. Authority: Uniformed animal control officers appointed by the Society shall be granted authority by the City to enforce its animal control and related ordinances in accordance with law. In addition, the officers shall be empowered by the Society to enforce Washington State animal control laws.

B. Qualifications and training: The Society assumes full responsibility for the selection, qualification and training of its animal control officers. The City agrees to make available such general law enforcement training as might be appropriate to the Society's officers.

C. Patrol Strength: Apart from the hours the Shelter is open to the public, the Society shall provide a minimum of 60 hours (average) of animal control services per week to carry out its obligations under this Agreement. The hours and days of coverage will be adjusted according to season and complaint load per a schedule approved by the City.

VIII. LICENSES AND FEES: The Society is charged with the administration of the City's dog license program as follows:

A. License issuance: The Society shall issue dog licenses as required by the ordinances of the City, shall collect the required fees, and shall maintain the appropriate records.

B. Stray dog licenses: Dogs picked up in the City and sold to private individuals residing in the city shall not be released to their new owners until a valid City license is obtained.

C. License and impound fees:

1. The Society will retain all collected license fees and fine revenues.

2. The Society shall receive all fees for impounding and boarding of animals collected by either the City or the Society, and the Society shall be responsible for collection of all such fees due and owing but not collected.

3. Accounting requirements imposed by the State of Washington require that all license and impound fees be passed through the City's budget. This step will be carried out through adjusting journal procedures.

4. Canvasses and other programs to encourage the licensing of dogs shall be conducted at the discretion of the Society at no additional cost to the City. Before commencing a canvass or program, the Society shall make an informational presentation to, and receive the approval of, the City Council's Public Safety Committee.

5. The Society is solely responsible for administration of the dog licensing program, including payment for all labor and materials required.

D. Society's fees: The Society shall be solely responsible for the imposition, collection, and disbursement of the following fees:

City of Bellingham
CITY ATTORNEY
210 Lottie Street
Bellingham, Washington 98225
Telephone (360) 676-6903

1. Charitable donations,
2. Spay/neuter clinic revenue paid to the Society; and,
3. Purchase charges related to the adoption of animals,
4. Vaccination clinic revenue paid to the Society.

IX. OPERATIONS NOT INVOLVING LAW ENFORCEMENT: In addition to its law enforcement and shelter operations, the Society agrees to conduct other desirable programs to the extent permitted by its approved budget:

A. Education: The Society shall provide an education program for the general public (especially school children), which shall include the use of visual aids, films, slides, brochures, and oral presentations.

B. Canvass: If the City determines it is necessary, the Society shall canvass the residences of the city in order to determine the ownership of unlicensed dogs and cats and shall persuade the owners of unlicensed animals to obtain the required dog licenses and optional cat licenses, provided resources are available to do so.

X. RECORDS AND REPORTS: Inasmuch as the Society is operating as an arm of government under this Agreement, it shall keep comprehensive records and submit regular reports to the City.

A. General records: The Society shall maintain a complete system of records which shall show the kinds and number of creatures in its custody, the locations where such creatures were found, the reasons for the confinement, their final disposition. The records on any individual animal shall be released to the owner upon request except when an impounded animal is adopted by another after the required holding period, in which case permission to release the information must be obtained from the City's Police Department.

B. **Audit of financial records:** The Society shall keep a comprehensive set of records on all income and expenditures in accordance with generally accepted accounting principles. The financial records shall be subject to audit by any governmental agency with jurisdiction at a time and place mutually convenient to the parties. The Society shall conduct an independent audit each year and provide the City with a copy of said audit. The City reserves the right to perform audits of financial and activity records of the Society.

C. **Financial and activity report:** At the close of each month, and as a prerequisite for receiving payment for services rendered during the month, the Society shall submit a financial and activity report to the City's Police Department, the form and contents to be reasonably determined by the City's Police Department. An annual report shall include financial information, law enforcement and education program information.

D. **Licenses:** The Society shall keep a comprehensive set of records on dog licenses issued by it. At the close of each month, and as a prerequisite for receiving payment for services rendered during the month, the Society shall submit a report to the City's Police Department of dog licenses issued. Similar information shall be submitted for all animals impounded.

XI. CONTRACTS WITH OTHER GOVERNMENTAL JURISDICTIONS: The City enters into this Agreement permitting the Society, in the spirit of cooperation with the Society, to extend its services to other governments within Whatcom County. The City does not hereby agree to provide a financial subsidy, either directly or indirectly, to Whatcom County or any other local government. The Society guarantees that it will manage its affairs so that any agency contracting with it for services bears that agency's pro-rata share of costs incurred. If any inequitable subsidy, direct or indirect, is proven to the satisfaction of the City Council, it will be cause for immediate, unilateral termination of this Agreement by the City, without respect for any vested interests therein claimed by the Society.

XII. INSURANCE AND LIABILITY: The Society agrees to defend and save the City and hold it harmless from all liability arising from the activities of the Society. To this end, the Society shall maintain the following insurance coverages and shall provide the City with certificates of insurance, naming the City as additional insured on all of the following policies:

City of Bellingham
CITY ATTORNEY
210 Lottie Street
Bellingham, Washington 98225
Telephone (360) 676-6903

A. General liability: Comprehensive general liability, premises operations, contractual, and personal injury coverages, for a minimum of \$1,000,000.

B Automobile liability: Comprehensive bodily injury and property damage combined limit of at least \$1,000,000.

C. Law enforcement professional: False arrest, assault and battery, and related coverages, for a combined policy limit of at least \$500,000.

D. Increase in policy limits: In the event the Society increases the policy limits in any of the foregoing areas, it will likewise increase coverage of the City in such areas and so notify the City's representative.

XIII. NO DISCRIMINATION: The Society shall ensure that all of its employees act in a professional and businesslike manner. No rude or unseemly actions or attitudes shall be tolerated in day-to-day dealings with the public. The Society shall not discriminate, either in dealing with its own employees or the public at large, because of race, color, religion, sex, national origin, handicap, or age. The Society shall take affirmative action to ensure that applicants for employment are treated without regard to their race, color, religion, sex, national origin, handicap, or age.

XIV. PROHIBITED INTERESTS:

A. Conflict of interest: No officer, employee, member or agent of either the City or the Society who exercises any functions or responsibilities in connection with the carrying out of this Agreement shall have any personal interest, direct or indirect, in providing goods or services at a profit to the Society.

B. Society's employees: No personnel employed by the Society shall acquire any rights or status in the City's Civil Service, or have any other form of governmental employment, nor shall they be deemed employees or agents of the City or any other government for any purpose other than as specified in this Agreement. The Society shall be responsible in full for the payment of its employees, including Worker's Compensation, insurance, payroll deductions, and all related costs.

XV. MODIFICATION AND CANCELLATION:

A. Modification: Modifications to this Agreement shall be in writing, shall be executed in the same manner as this Agreement, and shall become effective on the date of their signature by the Mayor of the City.

B. Termination: This Agreement may be terminated by either party for cause upon the giving of thirty (30) days' written notice to the other party of intent to so terminate, specifying the grounds for termination including but not limited to breach of a provision of this Agreement, breach of law or regulation, or misfeasance. During this period, the City (if it is the terminating party) in its sole discretion may suspend the Contractor from further activities. If during the thirty-day period, in the reasonable discretion of the party giving notice, (a) the ground(s) for termination can be remedied and (b) the party so notified has corrected the situation, then this Agreement shall not terminate. If either (a) or (b) is not the case, this Agreement shall terminate at the end of the thirty-day period.

C. In the event that funding is withdrawn, reduced or limited in any way due to City budgetary constraints, the City may terminate this Agreement on the giving of thirty (30) days' written notice of intent to do so.

D. In the event Contractor is terminated under either paragraph above, Contractor shall be paid amounts to which he or she is entitled based on work performed prior to termination, but shall not be paid an amount representing anticipated profit. During the pendency of

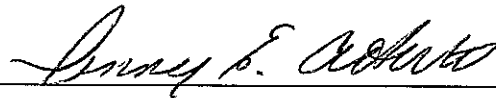
termination for any reason, Contractor if so requested by the City shall fully and faithfully continue to perform services under this Agreement.

E. Termination of this Agreement shall not prevent the terminating party from invoking those provisions in the Agreement which are necessary to protect or enforce its rights, which provisions shall survive termination.

EXECUTED, this _____ day of _____, 2003 for the
WHATCOM HUMANE SOCIETY



President of the Society



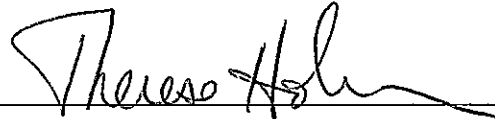
Executive Director of the Society

EXECUTED, this the 14th day of November, 2003, for
the CITY OF BELLINGHAM:



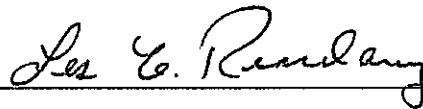
Mark Asmundson, Mayor

ATTEST:



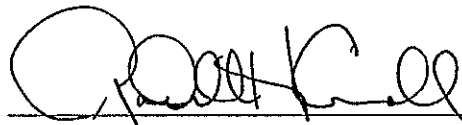
Finance Department

APPROVED AS TO FORM:



Office of the City Attorney

DEPARTMENTAL APPROVAL:



Chief of Police

Attachment "A"

	<u>2004</u>	<u>2005</u>	<u>2006</u>	<u>2007</u>	<u>2008</u>
Annual Cost	\$193,014	\$197,839	\$202,785	\$207,855	\$213,051
Monthly Installment	\$16,085	\$16,487	\$16,899	\$17,321	\$17,754

LAW ENFORCEMENT LIABILITY POLICY

No. NLE
NLE04641

STOCK COMPANY

RENEWAL OF NUMBER



**WESTERN WORLD
INSURANCE COMPANY**
KEENE, NEW HAMPSHIRE

DECLARATIONS

NAMED INSURED AND MAILING ADDRESS		
WHATCOM HUMANE SOCIETY 3710 WILLIAMSON WAY BELLINGHAM, WA 98226		\$100.00 POLICY FEE \$100.00 FILING FEE \$ 37.00 STATE TAX \$ 7.40 SLA
POLICY PERIOD		
From 1/1/2003	to 1/1/2004	12:01 A.M., standard time at your mailing address shown above.

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

LIMITS OF INSURANCE	
Each Person Limit	\$ 500,000
Each Law Enforcement Incident Limit	\$ 500,000
Aggregate Limit	\$ 500,000
DEDUCTIBLE	MEDICAL PAYMENTS LIMITS
Each Claim Deductible \$ 500.00	Each Person Limit \$ 1,000.00
Each Law Enforcement Incident Deductible Limit \$ 1,500.00	Aggregate Limit \$ 10,000.00

PREMIUM			
Law Enforcement Personnel	Number of Members	Rate Per Member	Advance Premium
Full time with arrest authority	3	500.00	\$1,500.00
Part time with arrest authority			
Other personnel with no arrest authority			
ADDITIONAL INSURED	3	50.00	150.00
This policy is subject to an annual premium audit.		Advance Premium \$	

FORMS AND ENDORSEMENTS	TOTAL ADVANCE PREMIUM
Forms and Endorsements applying to this policy at time of issue: WW209(7/96), WW210(10/92), WW180(1/97), WW172(3/88), WW22A(1/97), WW344(8/98), WW392(4/01), WW283(10/97),	\$ 1,650.00

Countersigned: JANUARY 28, 2003
PORTLAND, OR

CG2169(1/02)
By _____

Authorized Representative

THESE DECLARATIONS TOGETHER WITH THE COMMON POLICY CONDITIONS, COVERAGE FORM(S) AND FORMS AND ENDORSEMENTS, IF ANY, ISSUED TO FORM A PART THEREOF, COMPLETE THE ABOVE NUMBERED POLICY.

WW 210 (10/92)
Page 1 of 4

**PLEASE READ YOUR POLICY!
CALL US IF YOU HAVE ANY QUESTIONS
(360) 354-4488
SNAPPER SHULER KENNER INC.**

ADDITIONAL INSURED ENDORSEMENT

The insurance afforded by this policy for "bodily injury," "property damage" and/or "personal injury" shall also apply to the "additional insured" listed below for claims, suits, and/or damages made against the "additional insured," but only to the extent the "additional insured" is being held responsible for the acts, omissions and/or negligence of the "named insured."

This insurance afforded shall not apply to claims, suits and/or damages arising out of the acts, omissions and/or negligence of the "additional insured(s)."

The inclusion of the "additional insured(s)" shall not operate to increase the Company's Limit of Liability.

To the extent, if any, that this policy affords coverage to an "additional insured," the "additional insured" is subject to all of the terms of the policy.

The obligation of Western World Insurance Company to provide coverage to an "additional insured" is further limited by the interest of the "additional insured" as defined below.

Interest of the Additional Insured(s) Defined:

CITY OF BELLINGHAM

210 LOTTIE STREET

BELLINGHAM, WA 98227

For the purpose of this endorsement, the "named insured" is the person(s) and/or party(ies) designated on the Declarations Page of the policy or on any endorsement. The "additional insured" is the person(s) and/or party(ies) identified below.

Identity of Additional Insured(s):

PUBLIC ENTITY

(Complete this section if endorsement is added after policy is issued)		
Policy No.	Endorsement No.	End't Effective Date
Signature of Auth. Representative		Producer No.

**SCHEDULE
OF
AUTOMOBILES AND COVERAGE**

POLICY C05 15-51-22

**NAMED INSURED:
WHATCOM HUMANE SOCIETY**

**AGENT: SNAPPER SHULER KENNER, INC.
AGENT CODE: 5941-40**

**POLICY EFFECTIVE DATE: 12/23/02
EFFECTIVE DATE: 04/26/03**

Item Number	Year	Vehicle Description Identification Number	State/Territory	Class	LIMITS OF INSURANCE						
					Gross Weight Cost New	Rate-Factor Stated Amount	** Bodily Injury/ Property Damage Uninsured/ Underinsured Motorists	Personal Injury Protection Medical Payments	Comprehen sive Deductible *** Specified Causes of Loss Collision Deductible	Towing Rental Reimburse ment	Electronic Equipment Tapes
0002	96	FORD RANGER PU 1FTCR14X4TPB20413			46/030 8,000 17,000	011998 1.00/1.00	1,000,000 1,000,000*	5,000	250 500		
+0003	93	DELETED									
0004	03	FORD RANGER PICKUP 1FTYR14V83PB03375			46/030 8,000 17,580	014998 1.00/1.00	1,000,000 1,000,000*	5,000	250 500		
0005	03	FORD RANGER PICKUP 1FTYR15E73PA97440			46/030 8,000 19,750	014998 1.00/1.00	1,000,000 1,000,000*	5,000	250 500		

Insurance is afforded only for such coverage indicated by a specific amount of insurance or deductible amount opposite each item in the columns titled "LIMITS OF INSURANCE."

Cov = Covered *Covered for Uninsured or Underinsured Motorists Property Damage **Combined Single Limit

***Specified Causes of Loss: F&T = Fire & Theft; F,T&W = Fire, Theft & Windstorm; LMTD = Limited Perils; SPEC = Specified Perils \$25 Deductible for each Covered Auto for Loss Caused by Mischief or Vandalism

05/07/03

CERTIFICATE OF INSURANCE

PRINT DATE
12/26/02

THIS REPLACES EVIDENCE DATED

This certificate is issued as a matter of information only and confers no rights upon the certificate holder.
This certificate does not amend, extend or alter the coverage afforded by the policy below.

AGENT: SNAPPER SHULER KENNER, INC.	NAMED INSURED WHATCOM HUMANE SOCIETY
AGENT CODE: 5941-40	

INSURANCE IS PROVIDED BY NORTH PACIFIC INSURANCE COMPANY

COVERAGES

This is to certify that the policies of insurance listed below have been issued to the insured named above for the policy indicated, notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the insurance afforded by the policies described herein is subject to all the terms, exclusions and conditions of such policies. Limits shown may have been reduced by paid claims.

TYPE OF INSURANCE	POLICY NUMBER	Policy Effective Date (MM/DD/YY)	Policy Expiration Date (MM/DD/YY)	LIMITS
AUTO LIABILITY Any Auto All Owned Autos <input checked="" type="checkbox"/> Scheduled Autos — Hired Autos <input checked="" type="checkbox"/> Non-Owned Autos	C05 15-51-22	12/23/02	12/23/03	Combined Single Limit <div style="text-align: right;">\$ 1,000,000</div>
AUTO PHYSICAL DAMAGE	C05 15-51-22	12/23/02	12/23/03	\$250. DEDUCTIBLE COMPREHENSIVE \$500. DEDUCTIBLE COLLISION
GARAGE LIABILITY				Aggregate-Garage Operations: Other than Auto \$ Each Accident-Garage Operations: Auto Only \$ Each Accident-Garage Operations: Other Than Auto \$
GARAGE PHYSICAL DAMAGE				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

1991 CHEV S-10 1/2T PU, 1GCCS19Z5M0197154

CERTIFICATE HOLDER PEOPLES STATE BANK ATTN: TAMMY 1333 CORNWALL BELLINGHAM, WA 98225	CANCELLATION Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail 30 days written notice to the certificate holder named above, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.
	AUTHORIZED REPRESENTATIVE

CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)
12/26/02

PRODUCER SNAPPER SHULER KENNER, INC. PO BOX 551 501 FRONT ST LYNDEN, WA 98264 CODE 5941-40 SUB-CODE		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
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INSURED WHATCOM HUMANE SOCIETY 3710 WILLIAMSON WAY BELLINGHAM, WA 98226-9156	COMPANIES AFFORDING COVERAGE COMPANY LETTER A NORTH PACIFIC INSURANCE COMPANY
	COMPANY LETTER B OREGON AUTOMOBILE INSURANCE COMPANY
	COMPANY LETTER C LIBERTY NORTHWEST INSURANCE COMPANY

ENDORSEMENTS
 THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR. <input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT. <input type="checkbox"/> _____	C05 155122	12/23/02	12/23/03	GENERAL AGGREGATE \$ 2,000,000 PRODUCTS-COMP/OP AGG. \$ 2,000,000 PERSONAL & ADV. INJURY \$ 1,000,000 EACH OCCURRENCE \$ 1,000,000 FIRE DAMAGE (Any one fire) \$ 100,000 MED. EXPENSE (Any one person) \$ 5,000
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> GARAGE LIABILITY <input type="checkbox"/> _____				COMBINED SINGLE LIMIT \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE \$
	EXCESS LIABILITY				EACH OCCURRENCE \$ AGGREGATE \$
	OTHER STOP GAP				1,000,000

DESCRIPTION OF OPERATIONS/LOCATIONS/SPECIAL ITEMS
 THE CERTIFICATE HOLDER IS AN ADDITIONAL INSURED WITH RESPECT TO LIABILITY ARISING OUT OF OPERATIONS BY OR ON BEHALF OF THE NAMED INSURED ONLY, AS SPECIFIED BY THE ADDITIONAL INSURED ENDORSEMENT.

CERTIFICATE HOLDER CITY OF BELLINGHAM 210 LOTTIE STREET BELLINGHAM, WA 98225	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL <u>30</u> DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES. _____ AUTHORIZED REPRESENTATIVE
--	--

ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID MB
WHATC-8

DATE (MM/DD/YYYY)
03/29/05

PRODUCER Barkley Associates LLC-Belling 2211 Rimland Drive, Suite 102 Bellingham WA 98226 Phone: 360-714-9500 Fax: 360-255-2555	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
	INSURERS AFFORDING COVERAGE	NAIC #
INSURED Whatcom Humane Society 3710 Williamson Way Bellingham WA 98226	INSURER A: Western World Insurance	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR	ADD'L	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	X	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Law Enforcement L GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	NLE04658	01/15/05	01/15/06	EACH OCCURRENCE	\$ 500,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
						MED EXP (Any one person)	\$ 1,000
						PERSONAL & ADV INJURY	\$
						GENERAL AGGREGATE	\$ 500,000
						PRODUCTS - COMP/OP AGG	\$
		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	\$
						BODILY INJURY (Per person)	\$
						BODILY INJURY (Per accident)	\$
						PROPERTY DAMAGE (Per accident)	\$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT	\$
						OTHER THAN EA ACC	\$
						AUTO ONLY: AGG	\$
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE RETENTION \$				EACH OCCURRENCE	\$
						AGGREGATE	\$
							\$
							\$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATU-TORY LIMITS	OTH-ER
						E.L. EACH ACCIDENT	\$
						E.L. DISEASE - EA EMPLOYEE	\$
						E.L. DISEASE - POLICY LIMIT	\$
		OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Certificate Holder is Additional Insured as respects work performed on their behalf by the Named Insured. re: Animal Law Enforcement

CERTIFICATE HOLDER

CITYOF1

City of Bellingham
210 Lottie St.
Bellingham WA 98225

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE *Robert K. Knode (MBS)*
Rob Knode

ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID TB
WHATC-8

DATE (MM/DD/YYYY)

PRODUCER Balcos Insurance, Inc. 2211 Rimland Drive Ste 102 Bellingham WA 98226 Phone: 360-714-9500 Fax: 360-255-2555		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
INSURED Whatcom Humane Society 3710 Williamson Way Bellingham WA 98226		INSURERS AFFORDING COVERAGE	NAIC #
		INSURER A: Ohio Casualty Insurance	
		INSURER B: Executive Risk Indemnity	
		INSURER C: Western World Insurance Co.	
		INSURER D:	
		INSURER E:	

COVERAGES

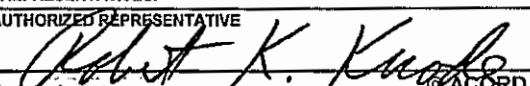
THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A X	GENERAL LIABILITY	53422375	10/27/05	10/27/06	EACH OCCURRENCE	\$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				MED EXP (Any one person)	\$ 10,000
					PERSONAL & ADV INJURY	\$ 1,000,000
					GENERAL AGGREGATE	\$ 2,000,000
					PRODUCTS - COMP/OP AGG	\$ 2,000,000
					Emp Ben.	1,000,000
	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident)	\$
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident)	\$
	GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$
	<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC	\$
					AUTO ONLY: AGG	\$
	EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE	\$
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE	\$
	<input type="checkbox"/> DEDUCTIBLE					\$
	<input type="checkbox"/> RETENTION \$					\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATUTORY LIMITS	OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	\$
	If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	\$
	OTHER				E.L. DISEASE - POLICY LIMIT	\$
B D&O		8174-0186	10/15/05	10/15/06	Limit	1,000,000
C Law Enforcemtn		NLE04658	01/15/06	01/15/07	Limit	500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Certificate holder is listed as additional insured as respects work performed on their behalf by the Named Insured.

Re: Animal Law Enforcement

CERTIFICATE HOLDER CITYO-3 City of Bellingham 210 Lottie St Bellingham WA 98225	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE 
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ACORD CERTIFICATE OF LIABILITY INSURANCE

OP ID TB
WHATC-8

DATE (MM/DD/YYYY)


PRODUCER Balcos Insurance, Inc. 2211 Rimland Drive Ste 102 Bellingham WA 98226 Phone: 360-714-9500 Fax: 360-255-2555	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
	INSURERS AFFORDING COVERAGE	NAIC #
INSURED Whatcom Humane Society 3710 Williamson Way Bellingham WA 98226	INSURER A: Ohio Casualty Insurance	
	INSURER B: Western World Insurance Co.	
	INSURER C:	
	INSURER D:	
	INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR ADD'L LTR	INSRC	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	X	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	BZW53422375	10/27/06	10/27/07	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	\$ 1,000,000 \$ 300,000 \$ 10,000 \$ 1,000,000 \$ 2,000,000 \$ 2,000,000
A		AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	BAW5342375	10/27/06	10/27/07	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	\$ 1,000,000 \$ \$ \$
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	\$ \$ \$
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE AGGREGATE	\$ \$ \$ \$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATUTORY LIMITS OTHER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	\$ \$ \$
B		OTHER Law Enforcement Deductible \$500	NLE04660	01/15/07	01/15/08	Aggregate @occur	500,000 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
 Certificate holder is listed as additional insured ATIMA.

CERTIFICATE HOLDER CITYO-3 City of Bellingham Fran Bolden 210 Lottie St Bellingham WA 98225	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE 
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