

1 **OFFICE OF THE HEARING EXAMINER**

2 **CITY OF TACOMA**

3 **JAZMINE CARTER**

HEX2020-021

4 **Appellant,**

**ORDER ON REMOVAL
CONDITIONS**

5 **v.**

6 **CITY OF TACOMA,
7 ANIMAL CONTROL AND
8 COMPLIANCE,**

9 **Respondent.**

10 THIS MATTER now comes before the City of Tacoma Hearing Examiner on Appellant
11 Jazmine Carter’s request to remove her Dangerous Dog (*TMC 17.01.010.15; TMC 17.04. et*
12 *seq.*) from the city limits of the City of Tacoma pursuant to the provisions of TMC
13 17.04.031.D. City of Tacoma Animal Control and Compliance (“ACC”) declared Carter’s
14 brownish-grey and white unaltered male pit bull dog named “Flash” to be a Dangerous Dog on
15 June 25, 2020. *See Exhibit C-1* of the hearing record. ACC’s declaration was upheld in the
16 Hearing Examiner’s Finding of Fact, Conclusions of Law, and Order dated August 7, 2020 (the
17 “Decision”). Carter requested reconsideration on August 14, 2020. Reconsideration was denied
18 by written order dated August 24, 2020 (the “Reconsideration”).

19 In her request for reconsideration, Carter asked for approval to relocate Flash out of the
20 city limits. That request was acknowledged and approved conditioned on Carter “submit[ting]
21 written proof that she can meet all the requirements for removal set forth in TMC 17.04.031.D,

**ORDER ON REMOVAL
CONDITIONS**

1 together with proof of payment for all boarding fees for Flash due and payable to the Humane
2 Society of Tacoma Pierce County.” *Reconsideration* at p. 8. After a series of phone calls and
3 emails with Hearing Examiner office staff, Carter produced her removal plan. This follows
4 Carter’s having contacted the City of Evanston, IL’s Animal Warden Officer Jason Pounds,
5 who has confirmed that the City of Evanston (“Evanston”) consents to Flash relocating there
6 and has established Evanston’s requirements for such relocation. Carter has also executed an
7 Indemnity and Hold Harmless Agreement with Tacoma as a precursor to the issuance of this
8 Order, and a copy of that agreement is attached as Exhibit 1. This Order now memorializes and
9 formalizes the terms and conditions under which Flash will be removed from Tacoma and
10 relocated to Evanston.

11 **ORDER**

12 1. Flash, who is currently housed with the Humane Society of Tacoma Pierce County
13 (“Humane Society”), shall remain there until Carter is ready to relocate Flash immediately
14 upon claiming him from the Humane Society’s custody. Carter has indicated that she will be
15 prepared to relocate Flash on September 20, 2020.

16 2. Carter is therefore authorized to take Flash into her custody from the Humane
17 Society on September 20, 2020. When she does so, Flash must be humanely muzzled and
18 leashed any time he is outside a proper enclosure. To secure Flash’s release, Carter must pay
19 the accrued costs for Flash’s stay with the Humane Society. These costs were estimated to be
20 approximately \$444.

21 3. Carter shall periodically update Officer Pounds on her progress driving from

**ORDER ON REMOVAL
CONDITIONS**

1 Washington to Illinois so that she can be met upon her arrival in Evanston. Once in Evanston,
2 Carter will submit Flash's vaccination records to Officer Pounds or his designee and will
3 obtain an Evanston pet license for Flash.

4 **DATED** this 8th day of September, 2020.

5 

6

JEFF H. CAPELL, Hearing Examiner

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21

EXHIBIT 1

Indemnification and Hold Harmless Agreement

I, Jazmine L Carter hereby acknowledge that I am the owner of the dog named FLASH, and described as male, 4 years of age gray pitbull which was the subject of a Dangerous Dog Declaration issued on July 4, 2020 pursuant to Tacoma Municipal Code 17.04.030 (hereinafter "DOG") said Dangerous Dog Declaration having been issued by the City of Tacoma, a municipal corporation of the State of Washington (hereinafter "CITY"), by and through its Department of Animal Control and Compliance.

I further acknowledge that I wish to relocate the dog to a location outside the City of Tacoma limits in accordance with the provisions of Tacoma Municipal Code 17.04.031.D.2. I further acknowledge that I have complied with all provisions described therein.

I agree to **FOREVER RELEASE, INDEMNIFY AND HOLD HARMLESS THE CITY OF TACOMA AND ITS OFFICERS, AGENTS, AND EMPLOYEES** from any and all future liability including any and all claims, demands, damages, liabilities, causes, suits or actions of any kind or nature whatsoever relative to past or future care and custody of the animal and the dog's future behavior.

I agree that my release, indemnification and holding harmless as provided herein also applies to any and all loss and expense (including legal and expert witness fees) by reason of the liability imposed by law upon any of the aforementioned parties.

I further understand that the City of Tacoma assumes NO liability for loss, damage, or any kind of injury sustained by any human or dog while the dog is being transported outside the limits of the City of Tacoma.

I further understand that if I fail to remove the dog from the City of Tacoma, or allow the dog to remain in the City of Tacoma, or possess the dog in the City of Tacoma, I will be potentially subject to the criminal provisions described in Tacoma Municipal Code 17.04.033.

By my signature below, I have read and fully understand the terms and conditions described herein and agree to the terms and conditions described herein and to be bound by the same.

THIS IS A RELEASE OF LIABILITY. DO NOT SIGN IF YOU DO NOT UNDERSTAND OR DO NOT AGREE WITH THE TERMS.

Jazmine L Carter
Owner Signature
Printed Name: JAZMINE L CARTER
Date: 09-04-2020

Witnessed: R. Boewerman 09-04-2020
City of Tacoma Animal Control & Compliance (Name & Date)

**ORDER ON REMOVAL
CONDITIONS**