

AGREEMENT FOR DOG KENNELING SERVICES BETWEEN  
YAMHILL COUNTY SHERIFF'S OFFICE AND HOMEWARD BOUND PETS

THIS AGREEMENT for services ("Agreement") is entered into by and between **Yamhill County**, Oregon, a political subdivision of the state of Oregon ("COUNTY"), acting by and through its Yamhill County Sheriff's Office ("YCSO") and **Homeward Bound Pets**, an Oregon Non-Profit Corporation, with its principal place of business located at 10605 SE Loop Road, McMinnville, OR 97128 ("CONTRACTOR"), referred to individually as Party and collectively as Parties.

WHEREAS, the COUNTY desires to acquire services to support the business needs of the Yamhill County Sheriff's Office to efficiently and effectively manage its dog control responsibilities, including kenneling services, in accordance with local ordinance and the applicable laws of the State of Oregon for and on behalf of COUNTY; and

WHEREAS, CONTRACTOR provides kenneling services and was a successful proposer to the COUNTY's RFP described below; and

WHEREAS, the COUNTY and CONTRACTOR now desire to enter into this Agreement for CONTRACTOR to provide kenneling services to COUNTY in accordance with the terms herein and of the following Exhibits:

Exhibit A	COUNTY's REQUEST FOR QUOTE
Exhibit B	CONTRACTOR's Response to COUNTY's REQUEST FOR QUOTE
Exhibit C	Applicable State and Local Requirements and Additional Requirements

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises and covenants herein the Parties agree as follows:

**1.0 Products and Services:** In consideration for the payments described in Section 2.0 hereof, unless sooner terminated, CONTRACTOR will provide COUNTY with the products and services described in Exhibits A and B, which are incorporated herein by this reference, and in the Applicable State and Local Requirements and Additional Requirements incorporated hereto as Exhibit C.

**2.0 Compensation and Payment**

2.1 The COUNTY shall make payments to CONTRACTOR for the services in the amount and at such times as are set forth herein. COUNTY shall pay undisputed invoices within thirty (30) days after an invoice has been received and reviewed by the authorized COUNTY representative; additional time for payment may be required for any disputed invoices.

2.2 Services listed as capped in Exhibits A and B are fixed fees. CONTRACTOR agrees to keep accurate records for all fees, including but not limited to fixed fees. These fees may not be changed without a valid written Change Request agreed to and signed by both parties.

**3.0 Term.** The Effective Date of this Agreement will be October 1, 2017 or upon the date of signatures by all Parties, whichever is later. This Agreement, unless terminated or renewed as elsewhere provided in the Agreement, shall terminate on June 30, 2018. Should COUNTY not be able to obtain funding approval COUNTY will provide 30 days prior written notice before the termination date or the end of the then current term.

**4.0 Access to Records.** CONTRACTOR shall maintain records and all other records pertinent to this Agreement. All such records shall be retained and kept accessible for at least seven (7) years following final payment. COUNTY's authorized representatives shall have the right to direct access to all of CONTRACTOR's books, documents, papers and records related to this Agreement for the purpose of conducting audits and examinations and making copies, excerpts and transcripts. COUNTY shall reimburse CONTRACTOR for CONTRACTOR's reasonable cost of preparing such copies.

**5.0 Compliance with Applicable Law.** Each Party agrees to comply with all federal, state and local laws, rules and regulations in the performance of its duties and obligations under this Agreement. Any violation by CONTRACTOR of applicable law shall constitute an event of default under this Agreement and CONTRACTOR shall be liable for and hold the COUNTY harmless and defend the COUNTY from and against any and all liability arising out of, connected with, or as a result of the violation.

**6.0 Indemnification.** CONTRACTOR shall defend, indemnify and hold harmless COUNTY, its officers, agents, and employees from any and all claims, liabilities, demands, damages, actions or proceedings arising from or relating to the negligence, wrongful acts or omissions of CONTRACTOR, its officers, agents, members and employees in connection with the performance of any services under this Agreement. Subject to the limitations and conditions of the Oregon Tort Claims Act, ORS 30.260 through 30.300 and the Oregon Constitution, Article XI, Section 10, COUNTY shall defend, indemnify and hold harmless CONTRACTOR, its officers, agents, members and employees from any and all claims, liabilities, demands damages, actions or proceedings arising from or relating to the negligence, wrongful acts or omissions of COUNTY, its officers, agents, and employees in connection with COUNTY's performance of this Agreement.

**7.0 Insurance**

7.1 Throughout the term of this Agreement, CONTRACTOR shall maintain at all times commercial general liability insurance and property damage insurance, covering its activities and operations under this Agreement. CONTRACTOR shall add COUNTY, its officers/officials, agents, employees, and volunteers as additional insureds for general liability and property damage insurance coverage and an Endorsement shall be issued by the company showing COUNTY as an Additional Insured and the coverage shall contain a 30-day Notice of Cancellation endorsement. Such insurance shall be in the forms and amounts not less than set forth in ORS 30.260 to 30.300. All insurance shall be evidenced by a Certificate of Insurance and Endorsement provided to COUNTY, indicating coverages, limits and effective dates, by an insurance company licensed to do business in the State of Oregon.

7.2 CONTRACTOR shall obtain and maintain at all times during the term of this Agreement, workers' compensation insurance with statutory limits and employers' liability insurance.

7.3 CONTRACTOR shall provide COUNTY with evidence that it is a carrier-insured or self-insured employer in full compliance with the requirements of ORS Chapter 656, or that it employs no persons subject to the requirements of ORS 656, Workers' Compensation Coverage.

**8.0 Force Majeure.** Neither Party shall be responsible for delays or failures in performance as a result of an Act of God, war, civil disturbance, labor dispute, or other cause beyond the reasonable control of such Party.

**9.0 Confidential Information.** The Parties acknowledge that in the course of performing its responsibilities under this Agreement, that each Party may be exposed to or acquire information which is proprietary and confidential to the other Party or its affiliated companies or their agents. Any and all information of one Party in any form obtained by the other Party or its employees, agents or representatives in the course of performing this Agreement shall be deemed to be proprietary and confidential information of such Party, subject to the Oregon public records law, ORS Chapter 192. The Parties agree to hold such information in strict confidence and not to copy, reproduce, sell, assign, license, market, transfer, give or otherwise disclose such information to third-parties or to use such information for any purposes whatsoever, without the express written permission of the other Party, other than for the provision of services hereunder, and to advise each of its employees, agents and representatives of its obligations to keep such information confidential. All such confidential and proprietary information described herein and any deliverable provided hereunder, in whatever form, are hereafter collectively referred to as "Confidential Information." The Parties shall use reasonable efforts to assist each other in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limitation of the foregoing, the Parties shall use reasonable efforts to advise each other immediately in the event that either learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Agreement, and will reasonably cooperate in seeking injunctive relief against any such person.

Notwithstanding the obligations set forth in the previous paragraph, the confidentiality obligations of the Parties shall not extend to information that:

- (a) is, at the time of its disclosure, or thereafter becomes part of the public domain through a source other than the receiving party;
- (b) was known to the receiving party as of the time of its disclosure;
- (c) is independently developed by the receiving party;
- (d) is subsequently learned from a third party not under a confidentiality obligation to the disclosing party; or
- (e) is required to be disclosed pursuant to statute, court order or other governmental authority, whereupon the receiving party shall provide notice to the disclosing party so as to allow the disclosing party to take appropriate steps to protect its interests.

**10.0 Termination.** If CONTRACTOR defaults in the performance of any of its material obligations under this Agreement for a period of thirty (30) days after the sending of notice to the address on this Agreement that it is in default, COUNTY may, at its option, terminate the Agreement by delivering written notice to CONTRACTOR at the address in this document. All or part of this Agreement may be terminated by mutual consent of both parties; or by either party at any time for cause, upon sixty (60) days' notice in writing, and delivered by certified mail. All or part of this Agreement may be terminated by the COUNTY at the COUNTY's convenience upon sixty (60) days' notice in writing and delivered by

certified mail. Furthermore, if the Board of Commissioners of COUNTY reduces, changes, eliminates or otherwise modifies the funding for any of the services identified, CONTRACTOR agrees to abide by any such decision, including termination of service, upon 30 days written notice. However any reduction in funding will similarly reduce the services rendered. Notwithstanding the above, if COUNTY seeks to reduce, change or eliminate any service or funding, CONTRACTOR has the option to terminate this Agreement upon thirty days written notice."

The COUNTY may also terminate all or part of this Agreement for the following reasons:

- a. With ten (10) days' notice, if funding to the COUNTY from federal, state or other sources is not obtained or is not continued at levels sufficient to allow for purchase of the indicated quantity and quality of services. The COUNTY will give more notice whenever possible.
- b. With thirty (30) days' notice, if federal or state regulations are modified or changed in such a way that the services are no longer allowable for purchase under this Agreement.
- c. Upon notice of denial, revocation or non-renewal of any licensee or certification required by law or regulation to be held by CONTRACTOR to provide a service under this Agreement.
- d. If CONTRACTOR fails to start services on the date agreed upon by the COUNTY and CONTRACTOR.
- e. Failure of CONTRACTOR or the COUNTY to comply with the provisions of this Agreement or all applicable federal, state and local laws and rules may be cause for termination of this Agreement. Such termination shall be without prejudice to any obligations or liabilities of either party accrued to such termination.
- f. Immediately in the event of an emergency or if it is deemed by the COUNTY in its reasonable discretion to be in the public interest.

COUNTY shall not be liable for anticipated profits based upon work or Services not yet performed as of the date of termination. If payments previously made to CONTRACTOR exceed the amount CONTRACTOR is entitled to receive pursuant to this Section, CONTRACTOR shall immediately repay COUNTY the difference.

Following termination, COUNTY shall remove all dogs from CONTRACTOR's facility within ten (10) calendar days, if not sooner. CONTRACTOR shall be entitled to payment at the rates set forth in this Agreement for any day a COUNTY dog remains housed in its facility following termination.

#### **11.0 Miscellaneous**

**11.1 Governing Law and Venue:** All questions concerning the validity, interpretation and performance of this Agreement will be governed by and decided in accordance with the laws of the State of Oregon. The Parties hereby submit and consent to the exclusive jurisdiction of the Yamhill County Circuit Court and irrevocably agree that all actions or proceedings relating to this Agreement will be litigated in this court and each of the Parties waives any objection which it may have based on improper venue or forum non conveniens to the conduct of any such action or proceeding in this court.

**11.2 Equitable Remedies:** The Parties agree that in the event of any breach or threatened breach of any provision of this Agreement concerning (i) Confidential Information, (ii) intellectual property rights or (iii) other matters for which equitable rights may be granted, money damages may be an inadequate remedy. Accordingly, such provisions may be enforced by the preliminary or permanent, mandatory or prohibitory injunction or other order of a court of competent jurisdiction.

**11.3 Integration:** This Agreement and the attached exhibits constitute the entire agreement between the Parties with respect to the subject matter described herein. No agreements, representations, or warranties other than those specifically included in this Agreement and the attached exhibits shall be binding on either of the Parties. In case of a conflict between the terms of this Agreement and any attached exhibit, the terms of this Agreement shall prevail.

**11.4 Notices:** Any notices or reports required by this Agreement to be given by one Party to the other Party shall be made in writing. The writing shall be delivered personally or mailed by United States Mail, postage prepaid, certified mail, return receipt requested. Notices shall be addressed to that Party at the address shown below or at such other address as that Party may designate in writing. Notice is deemed to have been given immediately if delivered in person, or on the third day following mailing.

Notice to Contractor: Homeward Bound Pets  
ATTN: Ronnie Vostinak,  
Executive Director  
10601 SE Loop Road  
McMinnville, OR 97128  
Office: (503) 472-0341  
Cell: (971) 267-3992

Notice to COUNTY: Yamhill County Sheriff's Office  
Attn.: Captain Brandon Bowdle  
535 NE 5th Street  
McMinnville, OR 97128

**11.5 Assignment:** This Agreement shall be binding on the Parties hereto and its respective successors and assigns. Neither Party shall have the power to assign this Agreement without the prior written consent of the other, which consent shall not be unreasonably conditioned, delayed or withheld.

**11.6 Subcontractor:** CONTRACTOR shall not enter into any subcontracts for any of the work scheduled under this Agreement, nor assign or transfer any of its interest in this Agreement, without the prior written consent of the COUNTY.

**11.7 Waiver and Amendments:** No waiver, consent, modification or change in the terms of this Agreement shall bind either party unless executed in writing signed by the authorized representatives of the Parties, which writing must refer to this Agreement. Any written waiver, consent, modification or change shall be effective only in the specific instance and for the specific purpose given once signed by both parties. All remedies afforded in this Agreement shall be taken and construed as cumulative, that is, in addition to every other remedy provided therein or by law. The failure of either party to enforce at any time any of the terms of this Agreement, or to exercise any option which is provided, or to require at any time performance by the other party of any of the provisions, shall in no way be construed to be a waiver of such provisions, nor in any way to affect the validity of any part of this Agreement, or the right of either party to thereafter enforce each and every provision.

**11.8 Waiver:** A waiver of any part of this Agreement shall not be a waiver of the entire Agreement.

**11.9 Severability:** If any provision of this Agreement is unenforceable, that provision will be changed and interpreted to accomplish the objectives of the provision to the greatest extent possible under applicable law, and the remaining provisions will continue in full force and effect in order to best accomplish the original intent of the parties.

**11.10 Default:** A failure to perform under this Agreement shall be a default under this Agreement. Both Parties reserves all legal remedies available.

**11.11 CONTRACTOR Responsibility for Taxes:** Property, sales, and use taxes shall not be included in invoices submitted to the COUNTY pursuant to this Agreement.

**11.12 Independent Contractor Status:** CONTRACTOR is, and shall remain at all times, an independent contractor with respect to activities and conduct while engaged in the performance of the services for COUNTY under this Agreement. The COUNTY conducts open employment recruitment process when filling regular COUNTY positions. Any individual employed by CONTRACTOR and providing services to the COUNTY under this Agreement would be eligible to apply for any open recruitment at the COUNTY and accept a position if offered by the COUNTY, through the normal COUNTY employment recruitment process. The COUNTY will not hire anyone employed under this Agreement outside of its open recruitment process.

**11.13 Integration and Merger:** This written Agreement and the attached exhibits, all of which are incorporated herein by this reference, and any subsequent amendments executed in accordance with Section 11.7, as well as all exhibits constitute the entire Agreement between the parties and supersede any prior oral or written statements, discussions, or understanding between the parties.

**11.14 Attachments:** Attached to and made part of the Agreement are the following:

Exhibit A	COUNTY's REQUEST FOR QUOTE
Exhibit B	CONTRACTOR's Response to COUNTY's REQUEST FOR QUOTE
Exhibit C	Applicable State and Local Requirements and Additional Requirements

In the event of a conflict between this document and its exhibits, this document shall control over the Statement of Work, and the Statement of Work shall control over the other exhibits. In the event of any inconsistency between any of the provisions of the Agreement documents, the inconsistency shall be resolved by giving precedence in the following order:

- A. This Agreement,
  1. Applicable State and Local Requirements and Additional Requirements
- B. COUNTY's REQUEST FOR QUOTE
- C. CONTRACTOR's Response to COUNTY's REQUEST FOR QUOTE

**11.15 Further Documentation:** The Parties agree to promptly execute such other and further documents and agreements as may be reasonably necessary or advisable to effectuate the terms of this Agreement.

**11.16 Survival:** The terms of Sections 6 (Indemnification), and 9(Confidential Information) hereof shall survive the expiration or termination of this Agreement for a period of seven (7) years.

**11.17 Civil Rights:** CONTRACTOR agrees to comply with the Civil Rights Act of 1964, and 1991, Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973, and Title VI as implemented by 45 CFR 80 and 84 which states, in part, that no qualified person shall on the basis of disability, race, color, sex, religion, or national origin be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity which received or benefits from federal financial assistance.

**11.18 Incorporation of Statutory Provisions Required for Public Contracts.** CONTRACTOR certifies it shall comply with all applicable public contract laws to include ORS 279B.200 through 279B.240 and ORS 279C.500 through 279C.530. ORS 279B.200 through 279B.240 and ORS 279C.500 through 279C.530 are incorporated into this Agreement by reference.

**11.19 Attorney Fees and Costs.** In the event that either party to this Agreement shall take any action, judicial or otherwise, to enforce or interpret any of the terms of this Agreement, each party shall be wholly responsible for its own expenses which it may incur in taking such action, including costs and attorney fees, whether incurred in a suit or action or appeal from a judgment or decree therein or in connection with any non-judicial action.

**11.20 Use of COUNTY Facilities.** CONTRACTOR and its employees or agents shall have the right to use only those facilities of COUNTY that are necessary to perform the Services under this Agreement and shall have no right of access to any facility of COUNTY without the prior written approval of COUNTY management. COUNTY shall have no responsibility for the loss, theft, mysterious disappearance of or damage to equipment, tools, materials, supplies and other personal property of CONTRACTOR or its employees, subcontractors or agents which may be stored on COUNTY premises, except to the extent that such loss, theft, disappearance or damage is caused by the sole negligence of the COUNTY.

**11.21 Incorporation.** The introductory paragraph and recitals appearing at the beginning of this Agreement are hereby incorporated into and made a part of this Agreement as if fully set forth herein.

**11.22 No Third Party Beneficiaries.** COUNTY and CONTRACTOR are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives or provides any benefit or right, whether directly, indirectly, or otherwise, to third persons unless such third persons are individually identified by name in this Agreement and expressly described as intended beneficiaries of this Agreement.

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**11.23 Counterparts.** This Agreement may be executed by facsimile and in counterparts, which taken together shall form one legal instrument.

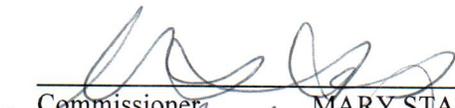
IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year first above written.

YAMHILL COUNTY  
BOARD OF COMMISSIONERS:

HOMEWARD BOUND PETS

  
\_\_\_\_\_  
Commissioner RICHARD OLSON

  
\_\_\_\_\_  
Executive Director Ronnie Vostinak

  
\_\_\_\_\_  
Commissioner MARY STARRETT

  
\_\_\_\_\_  
Commissioner STAN PRIMOZICH

Yamhill County Sheriff's Office

  
\_\_\_\_\_  
Date: 9/20/17

FORM APPROVED BY:

  
\_\_\_\_\_

Christian Boenisch, County Counsel

Date: 9/21/17

Accepted by Yamhill County  
Board of Commissioners on  
9-21-17 by Board Order  
# 17-375



"Excellence In Service"

# Yamhill County Sheriff's Office

*Sheriff Tim Svenson*

535 NE 5<sup>th</sup> Street, Room 143, McMinnville, Oregon 97128-4595

Business Office: (503) 434-7506 • Fax: (503) 472-5330

Jail: (503) 434-7507 • Fax: (503) 434-7534 Email: [sheriff@co.yamhill.or.us](mailto:sheriff@co.yamhill.or.us)

To: Ronnie Vostinak- Executive Director, Homeward Bound

From: Capt. Chris Ray, YCSO

Re: Quote for Dog Services

Ms. Vostinak,

As we have discussed, Yamhill County's agreement for kennel services expires September 31, 2017. We are requesting a quote for services to encompass the time period of October 1, 2017 through the end of the fiscal year, June 30<sup>th</sup>, 2018. We are looking for a quote in the form of a "cost per kennel, per day" format. The quote would be for the following services and would only be applicable for dogs brought in by employees of Yamhill County:

- A secure facility to include five dedicated kennels with the ability for 2 additional overflow kennels. Kennels should be of sufficient size to house dogs of various sizes
- The safety and care of county dogs to include, but not be limited to, adequate food, water, shelter, application of medication, daily individual exercise and medical care of emergent and immediate need (cost of medical to be incurred by county)
- The intake and record keeping of county dogs in compliance with ORS 609.415 to include, but not be limited to, chip reading, photography of dogs, basic medical assessment, and completion of intake card. Intake card would be submitted to the county in a timely manner
- After consultation with county personnel, the medical care of dogs to include the transportation to and from medical facilities (cost of medical to be incurred by county)
- Facilitate the redemption of dogs at least 5 days per week, and the ability to take ownership of county dogs after the statutorily designated time frame and adopt out or transfer to other shelters
- The ability to allow county law enforcement to access the kennel portion of the facility 24 hours a day, 7 days a week, 365 days per year
- The ability to quarantine dogs for dog bite purposes under OAR 333-019-0024
- Maintain adequate insurance coverage and meet statutory requirements for a licensed kennel

In addition to the above listed quote request, we are interested in obtaining a separate quote which would encompass additional clerical duties, which are currently being done by Dog Control records staff. Please keep in mind, that based on the training required and the transition time needed, we would not expect this to occur before January 1<sup>st</sup>, 2018.

These duties would include, but not be limited to, the following:

- Administrative services including the data entry and maintenance of records using a data base provided by the county
- Receive and process licensing fees and rabies certificates and forward information to Public Health
- Release dogs to owners when owners are identified
- Transportation to and from veterinarians for medical needs

Thanks in advance for your work on this. I would appreciate the quote be returned to us no later than 5:00 on July 21<sup>st</sup>. Please feel free to contact me if you have any questions.

Regards,

Capt. Chris Ray  
YCSO

**Homeward Bound Pets Adoption Shelter**  
P.O. Box 8, 10601 SE Loop Road  
McMinnville, OR 97128  
503-472-0341



**Homeward Bound Pets Thrift Shop**  
1120 NE Lafayette Avenue  
McMinnville, OR 97128  
503-434-6545

Date: July 20, 2017

To: Capt. Chris Ray, YCSO  
From: Ronnie Vostinak – Executive Director, Homeward Bound Pets  
Re: Quote for Dog Services

Captain Ray,

The following is a quote for Dog Services that we have been discussing for Yamhill County. The services would encompass the time period of October 1, 2017 through the end of your fiscal year, June 30<sup>th</sup>, 2018. The quote would be for the following services and would only be applicable for dogs brought in by employees of Yamhill County.

- HBPets would dedicate 5 kennels at \$23 per day empty or full.
- 2 additional kennels if available at \$26 per day for overflow.
- The safety and care of county dogs would include water, food, shelter, application of medication, daily individual exercise and medical care of emergent and immediate need (cost of medical to be incurred by Yamhill County).
- HBPets Shelter Manager & staff will have authority to make decisions to take county dogs to have veterinary care if deemed sick or injured. County Personnel will be notified in a timely manner. County to incur the cost of medical treatment and Medicine, medical treatment will include treating flea infestation as needed. County is to provide contact information of approved clinics.
- Any county dog brought in and not reunited with the owner who has been under medical care during the 5 day stay, will continue to have the county pay for the medical care and medication until the dog is released by the veterinarian.

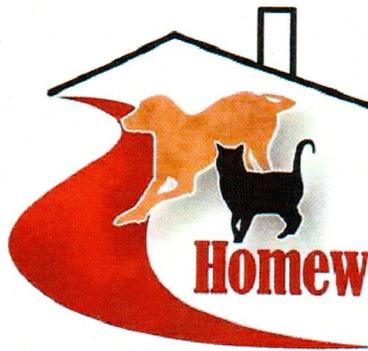
**Homeward Bound Pets Adoption Shelter**  
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McMinnville, OR 97128  
503-472-0341



**Homeward Bound Pets Thrift Shop**  
1120 NE Lafayette Avenue  
McMinnville, OR 97128  
503-434-6545

- County will ensure that veterinarians are paid for county dog care. The County will bill and collect fees for medical care/medicine from the owners if the dog has been reunited.
- County will mail monthly payment for services provided by HBPets to HBPets by the 15<sup>th</sup> of each month to P.O. Box 8, McMinnville, OR 97128.
- County Law enforcement will transport county dogs that are injured or visibly sick when initially picked up to a veterinarian. Once dogs arrive to the HBPets kennel, if HBPets notices that they become sick or appear injured during our normal hours of operation we will transport to a local county approved veterinarian's office. HBPets hours for County Dog transport are 8:00 am – 4 pm Monday –Saturday.
- The intake and record keeping of county dogs will include chip reading, photography of dogs, basic medical assessment and completion of intake card. The intake care would be submitted to the county within 48 hours of receiving the dog.
- HBPets will house county dogs for 5 days and allow owners to pick up the animal Tuesday-Saturday 12-4 pm. Sunday & Monday by appointment only. After 5 days HBPets will adopt out or transfer the dogs to other shelters.
- County law enforcement will have access to the kennel portion of the facility 24 hours a day, 7 days a week, 365 days per year. A lock box will be attached to the shelter gate/fence with a key for access.
- HBPets has two quarantine kennels available for dog bite purposes.
- HBPets insurance coverage is through Hopp Insurance at 804 E 1<sup>st</sup> Street, Newberg, OR 97132. (503) 538-3421.
- HBPets would like a sign installed on the County Property on the corner of Hwy 18 and Loop Road (facing HWY 18) with Homeward Bound Pets full name.

**Homeward Bound Pets Adoption Shelter**  
P.O. Box 8, 10601 SE Loop Road  
McMinnville, OR 97128  
503-472-0341



**Homeward Bound Pets Thrift Shop**  
1120 NE Lafayette Avenue  
McMinnville, OR 97128  
503-434-6545

**RE: Quote for Clerical duties From January 1<sup>st</sup>, 2018 through June 30<sup>th</sup>, 2018.**

Administrative person \$32,000 per year. (Merit/cost of living pay raise to be discussed if contract is accepted in new fiscal year)

Administrative Duties to include:

- Data entry and maintenance of records using a data base & computer provided by the county.
- Receive and process licensing fees and rabies certificates and forward information to Public Health via email.
- Release dogs to the owners when owners are identified.
- Coordinate transportation to and from veterinarians for medical needs during HBPets business hours 8:30 am – 4 pm.
- County to provide computer, software and set up for administrative work.
- If computer or data base technical issues arise the County will provide IT support and new computer and software if necessary
- County to provide training on county software and availability of point person for questions.

Ronnie Vostinak  
Executive Director  
Homeward Bound Pets

Exhibit "C"

Applicable State and Local Requirements  
and  
Additional Requirements

OREGON ADMINISTRATIVE RULES 603-015  
CARE OF PET AND CAPTIVE ANIMALS

603-015-0025 Definitions

As used in OAR 603-015-0025 to 603-015-0060:

- (1) "Animal Pounds" or "Animal Shelters" means any establishment maintained by public funds, private funds, or a combination of public and private funds, that uses such establishment for holding pet or captive animals for disposition by gift, treatment and care, euthanasia, sale, or exchange.
- (2) "Boarding Kennels" means an establishment operated and maintained for the care or custody of pet animals for boarding, training, or similar purposes, for varying periods of time, for profit or compensation.
- (3) "Commercial Kennels" means an establishment operated and maintained for the purpose of breeding, buying, selling, or bartering of pet animals for profit or compensation.
- (4) "Establishment" includes, in connection with the operation or ownership of a business of a boarding kennel, commercial kennel, grooming parlor, pet shop, animal pound, or animal shelter:
  - (a) Any room, building, structure, or place; and
  - (b) All equipment, machinery, fixtures, articles, and materials; and
  - (c) The ground upon which such place or business is located and such ground or area which is a part of the business, or used by the owner or operator in carrying out such business.
- (5) "Grooming Parlor" means any establishment that bathes, clips, pedicures, or grooms any pet or captive animal for profit or compensation.
- (6) "Pet Animal" or "Pet Animals" means any animal held, maintained, or kept in captivity.
- (7) "Pet Shop" or "Animal Dealer" means an establishment operated and maintained for buying or receiving pet animals, and thereafter exhibiting or offering for sale, or selling, trading, or bartering such animals.

Stat. Auth.: ORS 561 & ORS 596

Stats. Implemented: ORS 596.020  
Hist.: AD 8-1984, f. & ef. 5-23-84

#### 603-015-0030 Intent and Purpose

It is the intent and purpose of the provisions of OAR 603-015-0025 to 603-015-0060 to verify and require that all measures and procedures are maintained and taken to eradicate and control diseases in pet animals, and/or the diseases in pet animals which may be transferable or transmissible from pet animals to other animals or persons.

Stat. Auth.: ORS 561 & ORS 596  
Stats. Implemented: ORS 596.020  
Hist.: AD 8-1984, f. & ef. 5-23-84

#### 603-015-0035 General Requirements

- (1) Any person who is engaged in the business of a boarding kennel, commercial kennel, pet shop, animal pounds, animal shelters, or grooming parlors, shall comply with the provisions of OAR 603-015-0025 to 603-015-0060. All such provisions apply to such businesses and to the owners or operators thereof.
- (2) An individual, family, or groups of associations who do not fall within the meaning and definition of a boarding kennel, commercial kennel, pet shop, animal pound, or animal shelter or grooming parlor, owner or operator, shall also reasonably comply with the provisions or OAR 603-015-0025 to 603-015-0060, in the handling, care, and keeping of pet animals under their ownership care, or custody.

Stat. Auth.: ORS 561 & ORS 596  
Stats. Implemented: ORS 596.020  
Hist.: AD 8-1984, f. & ef. 5-23-84

#### 603-015-0040 Facilities -- Indoors

- (1) Structural strength of facilities for housing pet animals shall be sound, in good repair to prevent injuries, contain the animal, and prevent the entrance of other animals.
- (2) Electric power and a potable water supply shall be available. Lighting, artificial and natural, shall be of good quality and well distributed.
- (3) Isolation -- Facilities must be available for the isolation and treatment of pet animals suspected of harboring communicable diseases.
- (4) Storage -- Facilities shall be provided for the storage of equipment and to protect food and bedding against vermin infestation and contamination.

(5) Waste Disposal: Provision for the removal and disposal of excreta, bedding, dead animals, shall be made. Disposal facilities shall be constructed and operated in such manner as to minimize disease hazards, offensive odors, and vermin infestation.

(6) Facilities for wash rooms: Basins and sinks shall be provided for cleanliness of caretakers, and sanitization of feeding utensils.

(7) Ventilation: Provisions and facilities for adequate ventilation to insure the exhausting of stale air, excess humidity, and kennel odors, shall be made and maintained. Temperatures of 70 degrees to 75 degrees F. are recommended within practical limits.

Stat. Auth.: ORS 561 & ORS 596  
Stats. Implemented: ORS 596.020  
Hist.: AD 8-1984, f. & ef. 5-23-84

#### 603-015-0045 Facilities -- Outdoors

Shall offer shade against sun, shelter against rain, snow, and wind; sufficient protection for pet animals against cold and inclement weather, and adequate drainage to eliminate excessive water in the runs. Adequate space should be allowed in outside houses and cages to permit the animal to stand, turn around, and lie down, without obstructing freedom of movement.

Stat. Auth.: ORS 561 & ORS 596  
Stats. Implemented: ORS 596.020  
Hist.: AD 8-1984, f. & ef. 5-23-84

#### 603-015-0050 Health and Husbandry Practices

(1) Pet animals shall be fed a food that is palatable, wholesome, and meets minimal daily nutritional requirements. Ground or kennel surface feeding is not permitted. Feed pans and receptacles shall be washed and sanitized after each feeding. Self feeders will be cleaned and sanitized as often as necessary to prevent molding or deterioration of the contents.

(2) Fresh potable water will be offered at least twice daily and more often if weather conditions warrant. More water is required in hot weather.

(3) Sanitation: Excreta will be removed from runs, cages, pens, daily and more often if necessary. Runs and enclosures will be sanitized once weekly by cleaning and using a safe and effective disinfectant and changing soil or litter as often as it becomes soiled. Premises will be kept clean and free from trash and facilities will be maintained in good order to prevent injury to animals and offer them proper protection against inclement weather.

(4) Sick animals. Pet animals that are quarantined or under treatment for communicable diseases shall be isolated in such place that healthy animals are not exposed.

(5) Importation: In accordance with OAR 603-011-0250 through 603-011-0382 and ORS 596.341 and other laws or regulations thereunder.

Stat. Auth.: ORS 561 & ORS 596

Stats. Implemented: ORS 596.020

Hist.: AD 8-1984, f. & ef. 5-23-84

#### 603-015-0055 Animals in Transit

(1) Pet animals when required to be shipped in crates shall be transported in crates constructed of a smooth, durable material which is easily cleaned and shall:

(a) Have a solid floor which may have a false bottom;

(b) Be so constructed as to provide maximum safety for the particular animal or animals being transported;

(c) Have openings on two sides to assure adequate ventilation;

(d) Crates shall be so constructed that food or water may be put through a small-type door without removing the animal from the crate in order that caretakers may feed and water when required;

(e) Care and feeding instructions should be written out by the shipper and attached to the crate. Other precautions in handling the animal should also be given in case it becomes necessary to move the animal from the crate.

(2) In all cases the crates shall be large enough to provide space for the pet animals to lie down in extended position and to allow ease of movement when standing or turning around. When the temperature is over 85 degrees F., increased space shall be provided to within reason.

(3) The crate shall be cleaned before use for each trip.

(4) Food and water containers shall be cleaned and sanitized before each trip.

(5) If bedding is used it shall be clean, dry, and dust free.

(6) The person or persons responsible for the welfare of the pet animal or animals while in transit shall:

(a) Offer the pet animal food at least once every 24 hours;

(b) Offer all pet animals water at 12 hour intervals at least, except that water shall be offered at four-hour intervals when the temperature reaches 90 degrees F. or above;

(c) Inspect each pet animal at four-hour intervals or oftener.

Stat. Auth.: ORS 561 & ORS 596

Stats. Implemented: ORS 596.020

Hist.: AD 8-1984, f. & ef. 5-23-84

#### 603-015-0060 Records

(1) A record of each sale shall be maintained by the owner or operator of each boarding kennel, commercial kennel, pet shop, animal pound, or animal shelter, for a minimum period of 12 months after date of sale or transfer of a pet animal and shall include the date of sale, age, breed, indication of sex of animal sold, name and address of the purchaser, source, and breeder.

(2) If records of prophylactic medication are used in advertising or are furnished the purchaser or person acquiring a pet animal, specific information regarding type, amount, and date of prophylactic medication shall be kept by the owner or operator of each boarding kennel, commercial kennel, pet shop, animal pound, or animal shelter, and shall become a part of the sales record.

(3) Upon request from the purchaser, such owner or operator of each boarding kennel, commercial kennel, pet shop, animal pound, or animal shelter, or his representative, shall furnish the purchaser with a record as outlined in section (2) of this rule.

Stat. Auth.: ORS 561 & ORS 596

Stats. Implemented: ORS 596.020

Hist.: AD 8-1984, f. & ef. 5-23-84

#### 603-015-0065 Penalties

Applicable penalties as set forth in ORS 596.990 apply to any person violating the provisions of OAR 603-015-0025 to 603-015-0060

Stat. Auth.: ORS 561 & ORS 596

Stats. Implemented: ORS 596.990

Hist.: AD 8-1984, f. & ef. 5-23-84

**Additional Requirements:**

- Housing and kennel space for a minimum of 5 dogs of different sizes at any one point in time
  - All dogs will be kept separate and can't be able to touch one another through kennel walls
- A secured facility, with surveillance equipment provided by the COUNTY
  - 24 hours a day, 7 days a week access for Yamhill County Sheriff's Office and Yamhill County Public Health employees
- Food, water, shelter, safety and care (including administration of agreed upon medication) for all dogs pursuant to Yamhill County ordinances requirements and other applicable local and state laws, rules, regulations and requirements
  - Dogs will be fed twice daily unless instructed differently by veterinarians or other trained staff
- Maintain adequate insurance coverage
- Daily individual exercise for dogs
  - Dogs will always be kept on leash or in secured area when being exercised
  - Dogs left unattended outside will be kept in a fully contained (four walls and a covered top) locked kennel so the public doesn't have access
- The ability to quarantine up to 5 dogs of different sizes at any one point in time
  - Quarantine is defined as "a place of isolation" where the dogs would have no contact with other dogs or the public.
- Cost for 5 kennels at \$23 per kennel, per day, empty or full, (excluding the cost of medicine or routine/emergency medical care, which cost shall be borne by the COUNTY)
  - Additional overflow, if available, for 2 dogs at \$26 a day per dog (excluding the cost of medicine or routine/emergency medical care, which cost shall be borne by the COUNTY)
- Complete intake of dogs into the facility:
  - Intake includes the following:
    - Complete both front and back of forms to their entirety (forms to be provided by the COUNTY )
    - Scan dog for microchips using both AVID and ISO scanners
    - Photograph dog (one face picture and one full body picture)
    - Email all documents and pictures to designated point of contact
- While dogs are in custody of COUNTY, transportation of dogs to and from facilities will be reimbursed at \$0.50/mile. Contractor shall maintain a log of all transportation miles and will submit this log together with their monthly invoice.
- If required, CONTRACTOR will meet the statutory requirements for a licensed kennel and comply with applicable regulations, including but not limited to inspections for the section of the CONTRACTOR's facilities designated for COUNTY dogs
- Any and all mutually agreed upon services