

AMENDMENT NO. 2
AGREEMENT FOR DOG KENNELING SERVICES BETWEEN
YAMHILL COUNTY SHERIFF'S OFFICE AND HOMEWARD BOUND PETS

THIS AMENDMENT NO. 2 ("Amendment #2") shall be made effective as of the last date set forth adjacent to the signatures of the parties below, by and between **Yamhill County**, 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 Nonprofit 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.

RECITALS

A. County and Contractor are parties to that certain agreement dated September 20th, 2017 (the "Underlying Agreement"), pursuant to which Contractor supports Yamhill County in providing dog processing and kenneling services. The Underlying Agreement is memorialized in Yamhill County records as Board Order 17-375. The Underlying Agreement was first amended on June 21, 2018, as memorialized in Yamhill County records as Board Order 18-207.

B. County and Contractor now desires to further modify the Underlying Agreement upon the terms and conditions more particularly set forth herein below.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein below and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Exhibit B of the Underlying Agreement, which is the memo from Ronnie Vostinak, Executive Director, Homeward Bound Pets to YCSO Capt. Chris Ray, regarding a "Quote for Dog Services" is hereby amended to delete the first bullet point and replace it with the following:

"HBPets would dedicate 3 kennels at \$25 per day empty or full."

The second bullet point is hereby amended to delete the second bullet point and replace it with the following:

"2 additional kennels if available at \$28 per day for overflow."

The balance of Exhibit B is unchanged

2. Exhibit C of the Underlying Agreement, which is the Applicable State and Local Requirements and Additional Requirements is hereby amended to delete the seventh bullet point and replace it with the following:

"Cost for 3 kennels at \$25 per kennel, per day, empty or full, (excluding the cost of routine/emergency medical care, which cost shall be borne by the COUNTY"

3. Section 3 of the Underlying Agreement is hereby amended to extend the term of the Underlying Agreement through June 30th, 2020.

4. Ratification. Except as otherwise expressly modified by the terms of this Amendment #2, the Underlying Agreement shall remain unchanged and continue in full force and effect. All terms, covenants and conditions of the Underlying Agreement not expressly modified herein are hereby confirmed and ratified and remain in full force and effect, and constitute valid and binding obligations of County and Contractor enforceable according to the terms thereof.

5. Authority. County and Contractor and each of the persons executing this Amendment #2 on behalf of County and Contractor hereby covenants and warrants that: (i) such party has full right and authority to enter into this Amendment #2 and has taken all action required to authorize such party (and each person executing this Amendment #2 on behalf of such party) to enter into this Amendment #2, and (ii) the person signing on behalf of such party is authorized to do so on behalf of such entity.

6. Binding Effect. All of the covenants contained in this Amendment #2 shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, legal representatives and permitted successors and assigns.

7. Counterparts. This Amendment #2 may be executed in multiple counterparts, each of which shall be an original, but all of which shall constitute one and the same Amendment #2.

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8. Recitals. The foregoing recitals are intended to be a material part of this Amendment #2 and are incorporated herein by this reference.

IN WITNESS WHEREOF, the parties have executed this Amendment #2 on the dates set forth adjacent to their signatures below.

HOMEWARD BOUND PETS

YAMHILL COUNTY, OREGON

By: *R. Vostinak*
RONNIE VOSTINAK, Executive Director
Homeward Bound Pets
Fed Tax I.D. No: 93-0687293
Date: 6/20/19

Rick Olson
RICHARD "RICK" OLSON, Chair
Board of Commissioners
Date: 6/27/19

Ronnie Vostinak
Printed Name

Recommended by:

Tim Svenson
TIM SVENSON, Yamhill County Sheriff
Date: 6-28-19

APPROVED AS TO FORM:

By: *Christian Boenisch*
CHRISTIAN BOENISCH, County Counsel
Date: 6/27/19

AMENDMENT NO. 2 - Yamhill County and Homeward Bound Pets
Accepted by Yamhill County
Board of Commissioners on
Page 3
6/27/19 by Board Order
19-211



"Excellence in Service"

Yamhill County Sheriff's Office

Sheriff Tim Svenson

535 NE 5th 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

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 30th, 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

B.D. 19-211
Exhibit "A"

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 1st, 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 21st. 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 30th, 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.

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- 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 15th 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 1st 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
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McMinnville, OR 97128
503-472-0341



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RE: Quote for Clerical duties From January 1st, 2018 through June 30th, 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 of 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

B.O.19-211
Exhibit "A"