

**AMENDMENT NO. 4**  
**AGREEMENT FOR DOG KENNELING SERVICES BETWEEN**  
**YAMHILL COUNTY SHERIFF'S OFFICE AND HOMEWARD BOUND**  
**PETS HUMANE SOCIETY**

THIS AMENDMENT NO. 4 ("Amendment #4") shall be made effective as July 1, 2022, 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 HUMANE SOCIETY** (formerly 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 20, 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, amended on June 21, 2018, as Board Order 18-207, amended again on June 28, 2019, as Board Order 19-211, and amended again on July 30, 2020, as Board Order 20-245.
- B. County and Contractor now desire to continue the Underlying Agreement upon the terms and conditions set forth in the previous contract.

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 A of this amendment (attached) replaces the relevant parts, as updated by prior amendments, of Exhibits B and C of the Underlying Agreement, regarding the number of kennels rented, daily rental cost of each kennel, procedures for citizen finders, and ownership transfer protocols.
- 2. Section 3 of the Underlying Agreement is hereby amended to extend the term of the Underlying Agreement through June 30, 2023.
- 3. **Ratification.** Except as otherwise expressly modified by the terms of this Amendment #4, 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.
- 4. **Authority.** County and Contractor and each of the persons executing this Amendment #4 on behalf of County and Contractor hereby covenants and warrants that: (i) such party

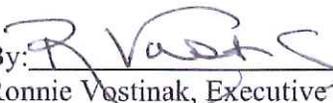
has full right and authority to enter into this Amendment #4 and has taken all action required to authorize such party (and each person executing this Amendment #4 on behalf of such party) to enter into this Amendment #4, and (ii) the person signing on behalf of such party is authorized to do so on behalf of such entity.

5. **Binding Effect.** All of the covenants contained in this Amendment #4 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.
6. **Counterparts.** This Amendment #4 may be executed in multiple counterparts, each of which shall be an original, but all of which shall constitute one and the same Amendment #4.
7. **Recitals.** The foregoing recitals are intended to be a material part of this Amendment #4 and are incorporated herein by this reference.

IN WITNESS WHEREOF, the parties have executed this Amendment #4 on the dates set forth adjacent to their signatures below.

**HOMEWARD BOUND PETS  
HUMANE SOCIETY**

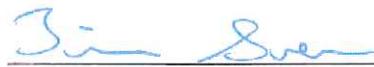
**YAMHILL COUNTY, OREGON**

By:   
Ronnie Vostinak, Executive Director  
Homeward Bound Pets Humane Society  
Fed Tax I.D. No: 93-0687293

  
LINDSAY BERSCHAUER, Chair  
Board of Commissioners

Date: 7-11-2022

Date: 7-28-2022

  
TIM SVENSON  
Yamhill County Sheriff

Date: 7/11/2022

**APPROVED AS TO FORM:**

  
CHRISTIAN BOENISH  
County Counsel

Date: 8/1/22

Accepted by Yamhill County  
Board of Commissioners on  
7-28-2022 by Board Order  
# 22-246

**EXHIBIT A to AMENDMENT #4**  
**STATEMENT OF WORK FOR DOG KENNELING SERVICES BETWEEN**  
**YAMHILL COUNTY SHERIFF'S OFFICE AND HOMEWARD BOUND**  
**PETS HUMANE SOCIETY**

- **Dedicated Kennels.** Yamhill County Sheriff's Office agrees to pay for three contracted kennels per day, whether those kennels are empty or full. YCSO will not utilize overflow kennels during the contract period of July 1, 2022 – June 30, 2023.
- **Daily Kennel Rate.** Yamhill County Sheriff's Office agrees to pay **\$81.00 per day per kennel**, for a total kennel rental expense of \$88,695.00 during the contract period of July 1, 2022 – June 30, 2023. Routine/emergency medical care for found animals during the ten-day impoundment period will be authorized and borne by the County in addition to the rental expense.
- **Procedures for Citizen Finders.** Citizens may bring found dogs to HBPets, Tuesday – Saturday, only after contacting YCOM and being approved. The coordinating deputy shall notify HBPets Shelter, via text, email, or voicemail, of the incoming intake by providing the deputy's name, DPSST number, and the finder's name, phone number, and location where the animal was found.
- **Ownership Transfer Protocol.** Unless the subject of an investigative hold by YCSO or as a result of Public Health quarantine, HBPets will house County dogs for a maximum of ten days under this agreement in accordance with ORS 609.090 and County Ordinance 692. If an owner cannot be identified or arrangements have not been made to redeem the dog by the end of the tenth day, HBPets will assume a transfer of ownership of the dog, for the purposes of adoption or to transfer to another local shelter/rescue, with the following conditions:
  - HBPets Shelter Manager may request an evaluation extension of five days for the purposes of assessing animal behavior before a determination on ownership transfer is made. Such request shall be made in writing no earlier than the eighth day of the original ten-day period and must document what concern requires further evaluation.
  - During the evaluation extension period, HBPets may, at their expense, take ill or elderly dogs for evaluation and bloodwork to verify illness or chronic disease which may impact HBPets' determination of ownership transfer. Such evaluation is to be completed by Homeward Bound Pets Spay/Neuter Clinic's veterinarian.
    - If a veterinarian has deemed a dog to have an untreatable, unmanageable, highly contagious, or life-threatening illness or injury, such dog shall be scheduled for euthanasia by YCSO at YCSO expense, through an off-site facility or mobile clinic arrangement, within ten days of receiving the determination in writing from the veterinarian but in no instance less than 15 days after impoundment, per County Ordinance 692, Section 8.4.
  - HBPets has the right to refuse acceptance of ownership transfer if all HBPets Shelter kennels are full (not to include other contracted kennels). HBPets will

continue to make good faith attempts to adopt out or transfer to other shelters dogs that are eligible for transfer as outlined above.

- HBPets has the right to refuse acceptance of ownership transfer based on the following criteria:
  - Dogs that are routinely aggressive to other dogs during the initial impoundment and any approved extension of evaluation period.
  - Dogs that are routinely aggressive to people during the initial impoundment and any approved extension of evaluation period.
  - Dogs with a bite-history with other animals or people.
  - Dogs that cannot be impounded at the HBPets facility and provided appropriate exercise.
  - Dogs that are sick, elderly, or otherwise in need of long-term medical or specialized care, as determined by a licensed veterinarian as outlined above.
- All refusals of ownership transfer must be submitted in writing to YCSO by the final day of the initial impoundment period or any approved extension of evaluation period, whichever is greater. Such refusal must provide documentation on what criteria the refusal is being based upon.

The balance of Exhibits B and C of the Underlying Agreement is unchanged.