

**AGREEMENT FOR DOG KENNELING SERVICES BETWEEN
YAMHILL COUNTY SHERIFF'S OFFICE AND NEWBERG ANIMAL
SHELTER FRIENDS**

THIS AGREEMENT for services ("Agreement") is entered into by and between Yamhill County, Oregon, a political subdivision of the state of Oregon, acting by and through its Yamhill County Sheriff's Office ("County" or "YCSO"), and Newberg Animal Shelter Friends, currently located at 1591 S. Sandoz Road, Newberg, OR 97132 ("Contractor" or "NASF"), referred to individually as Party and collectively as "Parties".

RECITALS

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

WHEREAS, Contractor possesses such training, abilities, knowledge, qualifications, and experience and is willing to perform the certain services for the County as set forth herein; 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 Parties' Roles and Responsibilities

Exhibit B Applicable State and Local Requirements and Additional Requirements

NOW, THEREFORE, in consideration of the promises and the mutual covenants and conditions set forth herein, and for other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, it is hereby agreed by the parties as follows:

AGREEMENT

1. **TERM.** This Contract shall become effective, and services required hereunder shall commence, on the date the Contract is executed by both parties, or on **July 1, 2023**, whichever is sooner, and shall terminate on **June 30, 2024**, unless otherwise terminated or extended as provided herein

The Agreement shall be automatically renewed for successive one-year terms under the same terms and conditions unless either party gives 60 days' written notice prior to renewal of its intent not to renew the agreement.

2. **COMPENSATION AND PAYMENT.** Contractor shall bill quarterly for the fee of one reserved kennel and any additional costs incurred by the County through the use of overflow kennels within that quarter. Services listed as capped in Exhibit A, attached hereto and incorporated herein, 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. 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.

3. **PROFESSIONAL SERVICES.** The Contractor shall perform, to the satisfaction of the County, the professional services outlined in the attached Exhibit A, which are incorporated herein by this reference, and in the Applicable State and Local Requirements and Additional Requirements, incorporated herein and attached hereto as Exhibit B.
4. **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.
5. **ACCESS TO RECORDS.** Contractor shall maintain all fiscal records relating to this Contract in accordance with generally accepted accounting principles and all other records pertinent to this Agreement in such a manner as to clearly document the Contractor's performance hereunder. 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.

6. **COMPLIANCE WITH LAWS.** The Contractor shall comply with all federal, state, and local laws, codes, regulations and ordinances applicable to the provision of services under this Contract, including, without limitation, the provisions of: (i) Title VI of the Civil Rights Act of 1964; (ii) Section V of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990 (Pub L No 101- 336), ORS 659.425, and all amendments of and regulations and administrative rules established pursuant to those laws; and (iv) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations. Any violation by Contractor of any applicable law required in the provision of services hereunder shall constitute breach of this Contract, and Contractor shall be solely liable for any and all claims arising out of, connected with, or as a result of the violation

7. **INDEMNIFICATION.** To the fullest extent permitted by law, and in accordance with Article XI, Section 10, of the Oregon Constitution and the Oregon Tort Claims Act, each party shall defend, indemnify, and hold harmless other party, its officers, agents, and employees from any claims, liabilities, demands, damages, actions, or proceedings arising from or relating to the acts or omissions of the party, its officers, agents, or employees performing under this Contract. Notwithstanding the foregoing, the Contractor shall be responsible for any damage to property, injury to persons, and any loss, expense, inconvenience, and/or delay that may be caused by, or result from, the carrying out of services under this Contract.

8. **INDEPENDENT CONTRACTOR.** This agreement is not a contract of employment. The County does not seek to hire Contractor as an employee(s) of the County nor does the Contractor desire to be an employee(s) of the County for performance of the services described herein. The parties intend that the Contractor, in performing the services specified herein, shall be and act as an independent contractor and shall have professional control of the work and the manner in which it is performed. The Contractor shall have the sole authority to determine the manner and means of performing the services described herein, and the County shall not interfere with, control, or direct the manner or method in which such services are performed; provided, the County shall direct Contractor as to the work to be assigned and shall have the right to direct the required results to the extent such direction may be consistent with the nature of the Contractor's services. The Contractor shall not be considered an agent of the County, and the County shall not be responsible for any claims, demands, or causes of action of any kind or character arising in favor of any person, on account of personal injuries, or death, or damage to property occurring, growing out of, incident to, or resulting directly or indirectly from the operations or activities of the Consultant.

9. **INSURANCE.** The Contractor shall, at its expense, obtain the following insurance coverage and keep them in effect during the entire term of this Contract:
 - a. Comprehensive General Liability Insurance (including contractual liability and completed operations coverage) with a per occurrence limit of not less than \$1,000,000 and an aggregate limit of not less than \$2,000,000, covering all activities and operations of the Contractor;
 - b. Commercial Automobile Liability Insurance, with a per occurrence limit of not less than \$1,000,000 and an aggregate limit of not less than \$2,000,000, for all owned, non-owned, and

hired vehicles used in the performance of the services required hereunder.

c. Additional Insurance Requirements:

- i. All insurance policies shall be written on an occurrence basis and be in effect for the term of this Contract. Written authorization from the County is required for any insurance policy written on a claims-made basis. Any insurance policy authorized to be written on a claims-made basis shall be in effect for the term of this Contract plus for three (3) years after the termination of this Contract.
- ii. Insurance coverage shall apply on a primary and non-contributory basis.
- iii. Prior to commencing services, the Contractor shall furnish current Certificate(s) of Insurance for all required insurance to the County. The insurance must be provided by an insurance company or entity that is authorized to transact the business of insurance and issue coverage in the State of Oregon, with an AM best rating of at least A-. The Certificate shall provide, by policy endorsement, if necessary, that the County, its officers, employees, agents, and volunteers are additional insureds with respect to the Contractor's services provided under this Contract and that there shall be no cancellation, termination, non-renewal, material change to, potential exhaustion of aggregate limits, or reduction of limits of the required insurance without at least 30 days written notice from the Contractor or its insurer to the County. If requested, the Contractor shall provide complete copies of insurance policies to the County.

10. WORKERS' COMPENSATION. Contractor shall provide such workers' compensation and unemployment coverage benefits at its sole cost and expense and shall provide proof of such insurance and benefits at the County's request. The parties hereto specifically agree that this Contract will render the Contractor and the Contractor's employees, if any, ineligible for benefits under ORS 656.029 and that the County shall not be liable for, responsible for, or in any way or manner be required to provide, workers' compensation benefits for the Contractor or the Contractor's employees.

11. TERMINATION.

- a. County's Termination for Convenience. The County may terminate this Contract in whole or in part whenever the County determines that termination of the Contract is in the best interest of the County. The County will provide the Contractor with written notice of a termination for convenience at least thirty (30) calendar days before the intended termination date. Such termination shall be without liability or penalty, and in no circumstance shall Contractor be entitled to lost profits for work not performed due to termination. No termination for convenience shall prejudice any obligations or liabilities of either party already accrued prior to the effective date of termination.
- b. County's Termination for Cause. The County may immediately terminate this Contract without liability or penalty for either of the following causes by the mailing of written notice to the Contractor at the Contractor's address provided herein, specifying the cause:
 - i. The Contractor breaches any of the provisions of this Contract;
 - ii. The Contractor no longer holds all licenses or certificates that are required to perform the services required under this Contract;
 - iii. The County lacks lawful funding, appropriations, limitations, or other expenditure authority at levels sufficient to allow the County, in the exercise of its reasonable discretion, to pay for the Contractor's services; or

- iv. Federal, state, or local laws, regulations, or guidelines are modified or interpreted in such a way that either the services under this Contract are prohibited, or the County is prohibited from paying for such services from the planned funding source.
- c. **Contractor's Termination for Cause.** The Contractor may terminate this Contract for cause if the County fails to pay the Contractor pursuant to this Contract. The Contractor may also terminate this Contract for cause if the County commits any material breach or default of any covenant, warranty, obligation, or agreement under this Contract and such breach or failure is not cured within thirty (30) calendar days after delivery of the Contractor's notice, or such longer period as the Contractor may specify in such notice.

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.

- 12. FORCE MAJEURE.** Neither the County nor the Contractor shall be held responsible for delay or default caused by fire, riot, civil disobedience, acts of God, or war where such cause was beyond the reasonable control of the County or the Contractor. The Contractor shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Contract. The risk of loss or damage to the subject matter of this agreement shall be upon the Contractor until such time as the County has accepted the services required hereunder.
- 13. GOVERNING LAW, JURISDICTION, VENUE, & ATTORNEY FEES.** This Contract shall be governed and construed in accordance with the laws of the State of Oregon, without resort to any jurisdiction's conflict of laws rules or doctrines. Any claim, action, suit, or proceeding (collectively, "the claim") between the County (and/or any other agency or department of Yamhill County) and the Contractor that arises from or relates to this Contract shall be brought and conducted solely and exclusively within the Circuit Court of Yamhill County for the State of Oregon. Provided, however, if the claim must be brought in a federal forum, then it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. The Contractor hereby consents to the *in personam* jurisdiction of said courts. Each party shall be responsible for the party's attorney fees, costs and disbursements at all times including appeals.
- 14. NOTICES.** All notices, bills, and payments shall be made in writing and may be given by personal delivery or by mail. Notices shall be addressed to that Party at the address shown below or at such other address as that Party may designate in writing. Notices, bills, and payments sent by mail should be addressed as follows:

Notice to Contractor:
Newberg Animal Shelter
ATTN: Leona Sandau, Executive Director
1591 S. Sandoz Road Newberg, OR 97132
Office: (503) 554-9285 ext. 106
Cell: (317) 435-2037

Notice to County:
Yamhill County Sheriff's Office
ATTN: Tim Svenson, Sheriff
535 NE 5th St, Room 143, McMinnville, OR
97128
Office: (503) 434-7440

- 15. ASSIGNMENT; DELEGATION; SUCCESSOR.** The Contractor shall not assign, delegate, subcontract, nor transfer any of its rights or obligations under this Contract without the County's prior written consent. The County's written consent does not relieve the Contractor of any obligations under this Contract, and any assignee, transferee, or delegate is considered the Contractor's agent. The provisions of this Contract shall be binding upon and shall inure to the benefit of the parties to the Contract and their respective successors and assigns.
- 16. WAIVER.** The failure of either party to enforce any provision of this Contract shall not constitute a waiver by that party of that or any other provision of this Contract, or the waiver by that party of the ability to enforce that or any other provision in the event of any subsequent breach.
- 17. ENTIRE AGREEMENT.** This Contract constitutes the entire agreement between the parties on the subject matter hereof. No waiver, consent, modification or change of terms or provisions of this agreement shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification, or change, if made, shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this agreement.
- 18. AMENDMENT.** This Contract may be amended to the extent permitted by applicable statutes, administrative rules, ordinances, and local ordinances. No amendment shall bind either party unless in writing and signed by both parties.
- 19. SEVERABILITY.** If any provision of this Contract shall be held invalid or unenforceable by any court or tribunal of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision, and the obligations of the parties shall be construed and enforced as if the Contract did not contain the particular term or provision held to be invalid.
- 20. SURVIVAL.** All rights and obligations shall cease upon termination of this Contract, except for those rights and obligations that by their nature or express terms survive termination of this agreement. Termination shall not prejudice any rights or obligations accrued to the parties prior to termination.

THIS AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES. NO WAIVER, CONSENT, MODIFICATION OR CHANGE IN TERMS OF THIS AGREEMENT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY BOTH PARTIES. SUCH WAIVER, CONSENT, MODIFICATION OR CHANGE, IF MADE, SHALL BE EFFECTIVE ONLY FOR THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. THERE ARE NO UNDERSTANDINGS, AGREEMENTS OR REPRESENTATIONS, ORAL OR WRITTEN NOT SPECIFIED HEREIN REGARDING THIS AGREEMENT. THE CONTRACTOR, BY SIGNATURE OF ITS AUTHORIZED REPRESENTATIVE, HEREBY ACKNOWLEDGES THAT HE/SHE HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed on the date indicated by their duly authorized officials, this agreement in duplicate, each of which shall be deemed an original on the date executed by all parties.

NEWBERG ANIMAL SHELTER FRIENDS

By: Kay Findley
KAY FINDLEY, President
Newberg Animal Shelter Friends

Fed Tax I.D. No: 90-0208522

Date: 7-24-2023

YAMHILL COUNTY, OREGON

Lindsay Berschauer

LINDSAY BERSCHAUER, Chair
Board of Commissioners

Date: 8.3.23

Tim Svenson

TIM SVENSON
Yamhill County Sheriff

Date: 7/25/23

APPROVED AS TO FORM:

Christian Boenish
CHRISTIAN BOENISH
County Counsel

Date: 8/7/23

Accepted by Yamhill County
Board of Commissioners on
8/3/23 by Board Order
BO.23-294

EXHIBIT A
Parties' Roles and Responsibilities

The purpose of the Agreement is to coordinate the Parties' roles and responsibilities for maintaining temporary custody of dogs taken into custody by the Yamhill County Sheriff's Office as outlined below.

Newberg Animal Shelter:

- (1) One reserved kennel at a set cost of \$80.00 per kennel per day for the YCSO that will be available and accessible 24 hours a day, 7 days a week (totaling \$29,200 annually or \$7,300 quarterly). Kennel should be of sufficient size to house dogs of various sizes and the facility is secured and alarmed.
- (2) If available, additional overflow kennels at \$85 a day cost for days there are more than one stray dog being housed at the shelter by YCSO.
- (3) At all times, ability to quarantine dogs pursuant to Yamhill County ORD 692 and OAR 333-019-0024.
- (4) Proper food, water, shelter, safety, and care for all dogs, including necessary emergent medical care.
 - a. Shelter staff will have the authority to make decisions to take county dogs to veterinary care if deemed sick or injured and in need of immediate medical care.
 - b. Transportation of stray dogs to veterinarian for any urgent medical needs is the responsibility of NASF if the dog is at the shelter. If the dog is visibly sick or injured, YCSO will take the dog directly to the veterinarian office.
 - c. County Personnel will be notified in a timely manner of any dog taken for emergent care.
 - d. Medical cost to be incurred by Yamhill County Sheriff's Office for services provided by veterinarians pursuant to this term for all county dogs in temporary custody of Newberg Animal Shelter.
- (5) Daily individual exercise for all dogs.
- (6) 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 card shall be submitted to the county within 24 hours of receiving the dog.
- (7) Efforts to locate the owner of the animal(s) will be coordinated with Yamhill County Dog Licensing. NASF will provide microchip scanning, posting to social media and Newberg Animal Shelter Friends' website, and respond to inquiries in coordination with Dog Licensing to ensure appropriate ownership verification and licensing requirements.
- (8) If owner is located, NASF will direct the owner to the Yamhill County Dog Licensing, currently handled by Homeward Bound Spay and Neuter Clinic, 723 NE Evans, McMinnville, OR 97128, to pay all necessary fees. The owner will contact NASF to schedule an appointment to redeem their dog(s) and bring proof of payment from Yamhill County Dog Licensing. NASF must be

able to facilitate the redemption of dogs at least 5 days per week.

- (9) If no owner is located after 5 days as calculated in Yamhill County ORD 692, on the sixth day NASF staff will email Yamhill County Sheriff's Office to obtain a release of ownership of the dog to NASF.
 - a. NASF reserves the right to refuse ownership of the dog(s) after evaluation. Yamhill County Sheriff's office is responsible to relocate the dog to another facility within 5 additional days.
- (10) NASF is a no-kill shelter; no euthanasia on site, and no euthanasia drugs on site.
- (11) Maintain full compliance to Senate Bill 6 Section 10.

Yamhill County Sheriff's Office:

- (1) Yamhill County Sheriff's Office will lodge at NASF lost, found, or stray dogs. YCSO employees will place the dog(s) in the appropriate/reserved kennel.
- (2) Yamhill County Sheriff's Office may also lodge dogs at NASF when the dog is the subject of a violation of County ordinance or requires protective custody and care. YCSO will notify the owner that their dog is being lodged at NAS and the appropriate procedure for redemption based on the circumstances.
- (3) If available, Sheriff Office staff will assist in the NASF staff with highly aggressive dog or dogs that present a danger to staff which are lodged by the Sheriff's Office.
- (4) Yamhill County Sheriff's Office reserves the right to not lodge a dog in its custody at NASF.
- (5) Yamhill County Sheriff's Office shall arrange for any euthanasia, pursuant to County ordinance, to occur off-site. YCSO shall coordinate transportation to the euthanasia site.

EXHIBIT B
**Applicable State and Local Requirements
and Additional Requirements**

Chapter 603 Division 15 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.

Statutory/Other Authority: ORS 561 & 596

Statutes/Other Implemented: ORS 596.020

History: 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.

Statutory/Other Authority: ORS 561 & 596

Statutes/Other Implemented: ORS 596.020

History: 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.

Statutory/Other Authority: ORS 561 & 596

Statutes/Other Implemented: ORS 596.020

History: 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°F to 75°F are recommended within practical limits.

Statutory/Other Authority: ORS 561 & 596

Statutes/Other Implemented: ORS 596.020

History: 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.

Statutory/Other Authority: ORS 561 & 596

Statutes/Other Implemented: ORS 596.020

History: 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.

Statutory/Other Authority: ORS 561 & 596

Statutes/Other Implemented: ORS 596.020

History: 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°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°F or above;
 - c. Inspect each pet animal at four-hour intervals or oftener.

Statutory/Other Authority: ORS 561 & 596

Statutes/Other Implemented: ORS 596.020

History: 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.

Statutory/Other Authority: ORS 561 & 596

Statutes/Other Implemented: ORS 596.020

History: 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.

Statutory/Other Authority: ORS 561 & 596

Statutes/Other Implemented: ORS 596.990

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