

## AMENDMENT No. 3 TO YAMHILL COUNTY AGREEMENT FOR DOG KENNELING SERVICES BETWEEN YAMHILL COUNTY SHERIFF'S OFFICE AND NEWBERG ANIMAL SHELTER FRIENDS

**THIS AMENDMENT No. 3** is entered into by and between YAMHILL COUNTY, 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, an Oregon nonprofit public benefit corporation, currently located at 1591 S. Sandoz Road, Newberg, OR 97132 ("Contractor" or "NASF"), referred to individually as Party and collectively as "Parties".

WHEREAS, The Parties executed a services contract on August 3, 2023, pursuant to Board Order No. 23-294 for dog kenneling services to County (the "Contract"). The Contract was first amended on June 13, 2024, pursuant to Board Order No. 24-163; and amended again on September 26, 2024, pursuant to Board Order No. 24-298; and

WHEREAS, The Parties now wish to further amend the Contract as provided herein; and now, therefore

THE PARTIES hereby agree to amend the Contract as follows (new language is indicated by **underlined font** and deleted language is indicated by ~~strike-out font~~):

1. The section entitled "**TERM**" is amended to read as follows:

"**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, September 30, 2024, June 30, 2025, June 30, 2026~~, unless otherwise terminated or extended as provided herein."

2. The first sentence of the section entitled "**COMPENSATION AND PAYMENT**" is amended to read as follows:

**"COMPENSATION AND PAYMENT. For the period July 1, 2025 – September 30, 2025, Contractor shall bill quarterly for the fee of four reserved kennels. Effective October 1, 2024 October 1, 2025, Contractor shall bill quarterly for the fee of one four three reserved kennels. and any additional costs incurred by the County through the use of overflow kennels within that quarter."**

The balance of this section remains unchanged.

3. The first sentence of item (1) under "**Newberg Animal Shelter**" of Exhibit A of the Contract is amended to read as follows:

**"(1) One Four reserved at a set cost of \$80.00 \$50.00 per kennel per day for YCSO that will be available and accessible 24 hours a day, 7 days a week for the period July 1, 2025 – September 30, 2025. (totaling \$29,200 \$54,400 through 6/30/25 annually or \$7,300 \$13,600 quarterly \$18,400 for the period). Effective October 1, 2025, three reserved kennels, at a set cost of \$60.00 per kennel per day (totaling \$49,140 for the period October 1, 2025 – June 30, 2026.)"**

The balance of item (1) under "**Newberg Animal Shelter**" of Exhibit A remains unchanged.

4. Item (3) under "**Newberg Animal Shelter**" of Exhibit A of the Contract is hereby deleted.

5. Item (9.a.) under “**Newberg Animal Shelter**” of Exhibit A of the Contract is hereby restored as follows:

“(9)(a) NASF reserves the right to refuse ownership of the dog(s) after evaluation. Yamhill County Sheriff’s Office is responsible for relocating the dog(s) to another facility within 5 additional days.”

6. Item (3) under “**Yamhill County Sheriff’s Office**” of Exhibit A of the Contract amended to be read as follows:

“(3) ~~If available, Sheriff Office staff will assist in the NASF staff with~~ **shall not lodge** highly aggressive dogs or dogs that present a danger to **NAS** staff ~~which are lodged by the Sheriff’s Office~~ **as determined by NAS staff in consultation with YCSO.**

Except as expressly amended above, all other terms and conditions of the original Contract and prior Amendments are still in full force and effect. The Contractor certifies that the representations, warranties, and certifications contained in the original Contract are true and correct as of the effective date of this Amendment No. 3 and with the same effect as though made at the time of this Amendment No. 3.

**IN WITNESS WHEREOF**, the parties hereto have executed, or caused to be executed, this Amendment No. 3 on the date indicated by their duly authorized officials.

**NEWBERG ANIMAL SHELTER FRIENDS**

By:   
RICK LIPINSKI, President  
Newberg Animal Shelter Friends

Date: 9/29/25

**YAMHILL COUNTY, OREGON**

DocuSigned by:  
  
8E58DDAC84AB478  
KIT JOHNSTON, Chair  
Board of Commissioners

Date: 10/9/2025

**APPROVED AS TO CONTENT:**

  
SAM ELLIOTT  
Yamhill County Sheriff

Date: 09/30/2025

**APPROVED AS TO FORM:**

DocuSigned by:  
  
42D9EF9444694DC  
CHRISTIAN BOENISH  
County Counsel

Date: 10/11/2025