

AGREEMENT FOR DOG KENNELING SERVICES BETWEEN
YAMHILL COUNTY SHERIFF'S OFFICE AND PETS STOP INN

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 **Pets Stop Inn, LLC**, an Oregon limited liability company, with its principal place of business located at 2818 NE Rivergate St., 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 RFP |
| Exhibit B | CONTRACTOR's Response to COUNTY's RFP |
| Exhibit C | Applicable State and Local Requirements and Additional Requirements |
| Exhibit D | Insurance 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 July 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 September 30, 2017. 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, as requested in the attached Insurance Requirements, Exhibit D, incorporated herein by this reference. 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: Pets Stop Inn, LLC
ATTN: Ron Freeman
2818 NE Rivergate St
McMinnville, OR 97128
Office: (503) 687-1880
Cell: (503) 241-1196

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 16.7, 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 RFP
Exhibit B	CONTRACTOR's Response to COUNTY's RFP
Exhibit C	Applicable State and Local Requirements and Additional Requirements
Exhibit D	Insurance 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
 2. Insurance Requirements, Exhibit D
- B. COUNTY's RFP
- C. CONTRACTOR's Response to the COUNTY's RFP

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.

//

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

PETS STOP INN, LLC

AGREEMENT FOR DOG KENNELING SERVICES BETWEEN
YAMHILL COUNTY SHERIFF'S OFFICE AND PETS STOP INN Page-7

BOARD OF COMMISSIONERS:

Richard Olson
Commissioner RICHARD OLSON

Georgia L. Truman
Ronald L. Freeman

Mary Starrett
Commissioner MARY STARRETT

Stan Primozych
Commissioner STAN PRIMOZICH

Yamhill County Sheriff's Office

[Signature]
Date: 6/16/17

APPROVED AS TO FORM:

Christian Boenisch
Christian Boenisch, County Counsel

Date: 6/16/17

Accepted by Yamhill County
Board of Commissioners on
6-15-17 by Board Order
17-216

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. & cf. 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. & cf. 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 10 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 and alarmed facility, with surveillance equipment provided by the COUNTY
- 24 hours a day, 7 days a week access for all Law Enforcement in Yamhill County including Yamhill County Dog Control (YCDC)
 - Area designated to "show dogs" to public for potential adoption
- Food, water, shelter, safety and care (including administration of agreed upon medication) for all dogs pursuant to Yamhill County ORD 692 requirements and other applicable local and state laws, rules, regulations and requirements
 - Dogs will be fed twice daily unless instructed differently by YCDC
- 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 10 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 10 dogs per day is at \$23 a day per dog (excluding the cost of medicine or routine/emergency medical care, which cost shall be borne by the COUNTY)
 - Additional overflow will be at \$26 a day per dog (excluding the cost of medicine or routine/emergency medical care, which cost shall be borne by the COUNTY)
 - Intake of dogs into the facility will be paid at \$5 per dog: Intake includes the following:
 - Complete both front and back of forms to their entirety (forms to be provided by the COUNTY)
 - Obtain signatures on forms as applicable
 - 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
- Transportation of dogs to and from facility will be reimbursed at \$0.50/mile. Contractor shall not be required to wait for the dog and shall be reimbursed for all trip related transportation, including one way or round trips and return trips where dogs may need to be dropped off and then picked up several hours or days later. Contractor shall maintain a log of all transportation miles and will submit this log together with their monthly invoice.
- 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
- Adequate storage for additional donated items such as food, toys, bedding

- Designated area for COUNTY safe (provided by COUNTY at no cost to CONTRACTOR) to store medication
- Any and all mutually agreed upon services

REQUEST FOR PROPOSALS
DOG CONTROL FACILITIES
YAMHILL COUNTY, OREGON

PROPOSALS DUE: December 5, 2014, AT 5:00 P.M.

REQUEST FOR PROPOSALS
DOG CONTROL FACILITIES

Yamhill County ("County") is seeking proposals from interested operators of dog kennel facilities, located in Yamhill County, for a variety of small and large dog kenneling services. The County has a continuous need to provide housing for up to 10-15 small and large dogs. The services required (as further detailed in Section I) would include: (i) a secured and alarmed facility that can provide 24x7 access for all Law Enforcement in Yamhill County, as well as Yamhill County Sheriff's Office Dog Control personnel, (ii) food, water, shelter, safety and care (including administration of agreed upon medication) for all dogs, (iii) daily individual exercise for all dogs, (iv) ability to quarantine dogs (pursuant to Yamhill County ORD 692, see attached), and (v) maintain adequate insurance coverage (collectively the "Services").

Interested proposers are encouraged to visit the County's existing dog control facility located at 2070 NE Lafayette Ave., McMinnville, OR 97128, to further familiarize themselves with current dog control operations and the required standards of care. The facility will be open for a voluntary walkthrough from 9:00 to 10:00am on Wednesday November 26, 2014.

These Services are funded through collection of dog license fees, fines and donations.

County anticipates entering into several agreements with qualified kennels located throughout Yamhill County, with the goal to have available kennel space in closer proximity to where the dogs are being picked up and where it is expected their owners live. The expectation is to enter into 1 or more agreements with qualified kennels to provide a guaranteed number of available bed spaces, plus 1 or more agreements with other qualified kennels to provide for overflow or emergency space on an as needed basis.

Interviews will not be conducted unless deemed necessary by the County.

Interested proposers should submit complete proposals with all pertinent data to:

ATTN: Capt. Tim Svenson
YCSO - Dog Control Facilities RFP
c/o Board of Commissioners' Office
434 NE Evans
McMinnville, Oregon 97128

Please address any questions to Capt. Tim Svenson, (503) 434-7440. Envelopes containing proposals shall be clearly marked on the outside with "Dog Control Facilities RFP". Proposals will be accepted until 5:00 P.M., December 5, 2014, at which time they will be publicly opened.

SECTION 1
GENERAL INFORMATION

1.1 Scope of RFP

Yamhill County ("County") is seeking proposals from interested operators of dog kennel facilities, located in Yamhill County, for a variety of small and large dog kenneling services.

1.2 Minimum Requirements

The County has a continuous need to provide housing for up to 10-15 dogs of different sizes at any one point in time. The services required (as further detailed in Section I) include: (i) a secured and alarmed facility that can provide 24x7 access for all Law Enforcement in Yamhill County, as well as Yamhill County Sheriff's Office Dog Control personnel, (ii) food, water, shelter, safety and care (including administration of agreed upon medication) for all dogs, (iii) daily individual exercise for all dogs, (iv) ability to quarantine animals dogs (pursuant to Yamhill County ORD 692 requirements) and other applicable local and state laws, rules, regulations and requirements and (v) maintain adequate insurance coverage (the "Services").

1.3 Proposed Method of Payment

Payment for any contract entered into as a result of this RFP will be made monthly upon receipt of the billing statement. The billing statement must include a summary of services provided through the date of billing.

1.4 Optional Services

In addition, up to a maximum of 15 (see Section 3) points will be awarded to those who can provide any or all of the below:

- Security cameras, web access to L.E. & Public
- Outdoor/Covered/indoor exercise areas
- Ability to vaccinate or other medical treatment on site
- Ability to show dogs to public for adoption consideration
- Centrally located to County seat
- Transportation of dogs to Vet for various medical needs.

SECTION 2

SAMPLE AGREEMENT

The successful Proposer shall be required to enter into an agreement with the county in substantially the form provided below:

"AGREEMENT FOR SERVICES BETWEEN

_____()
AND YAMHILL COUNTY

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 _____ dba _____ (), a _____, with its principal place of business located at _____, OR 97_____ ("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 Jail to effectively and efficiently 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 RFP
- Exhibit B CONTRACTOR's Response to COUNTY's RFP
- Exhibit C Statement of Work
- Exhibit D Insurance 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 the Statement of Work incorporated hereto as Exhibits 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 invoices within thirty (30) days after an invoice has been received at the COUNTY and approved by the authorized COUNTY representative.

2.2 Services listed as capped in Exhibit D 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 Change Request agreed to by both parties.

3.0 Term. The Effective Date of this Agreement will be _____ 201__ 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 the ____ of _____, 201__. The Agreement shall automatically renew each year for an additional year subject to the limits of COUNTY available funding. However 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 or this Agreement shall renew automatically for another year.

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, and employees in connection with the performance of any services under Agreement. COUNTY shall defend, indemnify and hold harmless CONTRACTOR, 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 COUNTY, its officers, agents, and employees in connection with COUNTY's performance of 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.

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, as requested in the attached Insurance Requirements, Exhibit D. 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.

12.2 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. However any reduction in funding will similarly reduce the services rendered. 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.

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:

Notice to COUNTY: Yamhill County Sheriff's Office

Attn.: _____
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.

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 material failure to perform under this Agreement(s) 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 16.7, 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 RFP
- Exhibit B CONTRACTOR's Response to COUNTY's RFP
- Exhibit C Statement of Work and associated Attachments
- Exhibit D Insurance 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. Statement of Work, Exhibit C and associated Attachments
 - 2. Insurance Requirements, Exhibit D
- B. COUNTY's RFP
- C. CONTRACTOR's Response to the COUNTY's RFP

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. 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:

CONTRACTOR

Yamhill County Sheriff's Office

_____ Date

APPROVED AS TO FORM:

_____ Date

(END OF SAMPLE AGREEMENT)

SECTION 3
EVALUATION OF PROPOSALS

3.1 Selection Committee. A selection committee will assess each proposal as to completeness, qualifications, experience, understanding and references. The committee will either recommend that a single proposal be accepted, or recommend several finalists to be interviewed by the committee. The committee will then recommend one or more finalist to the Yamhill County Board of Commissioners for a final decision and award of contractor contracts.

3.2 Evaluation

Evaluation of Proposers will be made on the basis of individual written proposals and in accordance with Section 3. Proposers submitting proposals will be considered based upon the following general criteria of equal weight:

- Organization, key personnel and method of operation
- History, experience and facility capacity and capabilities.
- Location of facility
- Ability to comply with applicable provisions of Yamhill County Dog Control Ordinance #692 and other applicable local and state laws, rules, regulations and requirements (see attached)
- Expressed interest in the project
- Professional references

3.3 Criteria and Weighting. The criteria and weighting to be used to evaluate the proposals includes the following:

Minimum Required Services:	Maximum 60 points
Optional Services:	Maximum 15 points
Cost Proposal and Fee Schedule:	Maximum 25 points

3.4 Explanation of Criteria. Each proposal must include a description of the team, including organizational structure, size, range of activities, pertinent past experience and qualifications. Proposers must show sufficient staff and equipment to provide the required services.

The Proposal should include:

- a. Brief history of the facility.
- b. Resumes and biographical information on principals and key staff.
- c. Familiarity with the applicable state and federal laws, regulations and standards that apply.
- e. Facility capacity.
- f. Cost proposal and fee schedule.

The Proposal should also summarize in a concise manner the Proposer's understanding of the Scope of Services and their proposed approach and capabilities to meet the County's requirements.

The Cost Proposal and Fee Schedule should include (i) daily kennel rates for 0-5 dogs, (ii) daily rates for a 5-10 dogs, (iii) daily rates for 10-15 dogs, and (iiii) daily rate for each individual dog over contracted minimum.

Daily rates must include:

- 24 hour access to facility for L.E.
- Secured and alarmed facility
- Kennel space to allow at least 10 individual dogs at minimum
- Provide all food, water, shelter, safety and care (to include administering meds) for all dogs
- Daily individual exercise for dogs
- Quarantine ability
- Liability Insurance coverage

3.5 Additional Information Any additional information that the Proposer considers pertinent for consideration should be included in the proposal. This may include printed brochures and other material describing Proposer as well as material responding to criteria specified.

3.6 Maximum Length. The proposal may not exceed 25 single-sided pages, excluding references.

3.7 Possible Extra Points if Interviews Conducted. In the event the selection committee recommends conducting interviews, firms selected for interviews may be awarded up to 25 additional points by the selection committee based on their knowledge and experience, facility and perceived ability to address the County's needs.

3.8 Selection. Points awarded from both written proposals and interview(s) (if any) will be combined to produce an overall score. Based on combined scores and recommendations from the committee the Yamhill County Board of Commissioners will review the recommendation for award of contract or contracts.

SECTION 4
RESERVATIONS

4.1 Reservation of Rights. The County expressly reserves the following rights:

- a. To award a contract or contracts on the basis of quality of Services offered, qualifications, experience, accessibility, communication skills and cost.
- b. To reject any or all proposals and to waive informalities in proposals if it is in the County's best interest to do so.
- c. To consider the competency and reputation of Proposers and of the proposed subcontractors, if any, in making the award.
- d. In the event any Proposer to whom a contract is awarded fails to execute a contract prepared by the county or fails to furnish satisfactory insurance within the time and in the manner hereinafter specified, to re-award the contract to another qualified Proposer.
- e. To make awards based on its best judgment as to which proposal or proposals best meets the County's expectations balancing the highest standards of quality, innovation and services with the best cost.
- f. To make such changes or corrections to the Scope of Work and Request for Proposal as it may deem necessary or desirable prior to the proposal opening. Prospective Proposers will be notified of such changes in writing by addenda.

SECTION 5
PROPOSAL RESPONSE

5.1 General. The proposal should contain the required elements as stated in this RFP packet. The County reserves the right to solicit additional information or proposal clarification from the firms, or any one firm submitting proposals, should the County deem such information necessary. Any proposer-supplied material constitutes a public record. The proposals shall be submitted by the time and at the place specified above.

5.2 Response. Proposers must complete the following section and return this original RFP packet, the original proposal, and 3 copies of the responsive proposal.

Submitted by: _____

Doing business as: _____

Address: _____

Phone number: _____

Telephone: _____ Email: _____

PROPOSAL: The undersigned, through the formal submittal of this proposal response, declares that he/she has examined this RFP, and hereby proposes to perform the work stated in the proposal.

The Proposer, by his/her signature below, hereby represents as follows:

(a) That no officer, employee or agent of Yamhill County is personally interested directly or indirectly in this proposal.

(b) That this proposal is made in all respects, fair and without collusion or fraud.

By: _____
(signature)

Printed name: _____

Title: _____

Tax ID No.: _____

Date: _____

Exhibit A

Applicable State and Local 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



BOARDING · GROOMING · DOGGY DAYCARE
PET FOOD & SUPPLIES

2818 NE Rivergate St
McMinnville, OR 97128
971-241-1196 (Cell)
503-687-1880 (Direct Office)

Randy J Freeman
Operations Manager
Founder
Pets Stop Inn

Randy worked over 5 years for Les Schwab Tire Center in the Salem Oregon area, and completed the Les Schwab Management Training in Prineville Oregon that Les Schwab taught. Randy has been a Professional Dog Trainer for 18 years for Basic Obedience, Advanced Obedience, Gundog Trials, AKC Sanctioned Events, and also was a Canine Good Citizen Evaluator.

Randy has been the face of the company, and oversees all day to day operations for the company. Areas of responsibility include Staffing, Scheduling, Interviewing, Pricing Structures, Price Negotiations, Procedures, Policies.

History:

Pets Stop Inn opened for business in March 2007 after completing construction as a Boarding and Training Facility. Pets Stop Inn started grooming part time in May of 2007 and added Doggy Daycare 1 day per week in 2008. In 2009 Pets Stop Inn opened Precious Pets Crematory offering Pet Cremations for the Public and Vets Offices in Yamhill County. In 2012 Pets Stop Inn opened a retail location offering Pet Food & Supplies at 170 NE 12th St McMinnville, OR 97128. We have stayed focused on our furry friends and customers throughout our 8 years, and have grown in every aspect of our company to Groom more than 500 pets per month, and offer daycare 6 days per week. We stay current on Pet Nutrition to ensure pets are getting fed quality ingredients.

Today Pets Stop Inn offers more than just a boarding service, we offer peace of mind.

Facility

Pets Stop Inn Boarding Facility sits on 1.64 acres of land and is almost 5,600 square feet under roof and fully climate controlled with 3 separate zones. We have 30 regular inside boarding runs, and 4 private suites. The boarding area is about 2,108 square feet with a new 200 square foot Food Prep Area. Room to romp we have it with 25 outside exercise runs each having a partially covered roof. We have a perimeter fence to help keep pets inside our property. We also have a 2,108 square foot inside training and doggy daycare area that opens up to a 1,000 square foot play yard for potty breaks and play. Our middle section of the building is our reception area, a 400 square foot Grooming Salon a state of the art drying room, and our bathing area for a total of about 1,385 square feet. Pets Stop Inn has about 1 acre of land that has not been developed to date which allows us the opportunity to expand as needed.

Boarding area will be vacuumed daily for hair; all bedding will be picked up off the ground and check for cleanliness, bedding will be washed if not clean, all runs will be mopped daily with bleach water, and throughout the day as needed. Water bowls will remain down 24 hours a day for dogs under 25 pounds and washed every morning and refilled with fresh water and checked throughout the day. Water bowls/buckets will be placed in outside exercise runs throughout the day and checked periodically for cleanliness and freshness. Every evening water buckets and bowls that are outside will be washed with dish soap and dried ready for next the day. After feedings bowls will be washed, dried and put up.

Cost Proposal

1-5 dogs \$24/day

6-10 dogs \$23/day

11-15 dogs \$23/day

Any additional run that is not included in the contract amount will be billed at \$26/day.

Fleas

At Pets Stop Inn we do our very best to ensure that fleas are not coming into our facility. We inspect all incoming pets and if found with fleas we do a Flea Bath to kill them immediately, at owners expense. We would offer discounts if that needs to be done with county dogs at a flat rate charge for Small 1-25#'s (\$20), Med 26-50#'s (\$25), Large 51-80#'s (\$30), and Extra Large 81#'s + (\$35).

Grooming

Pets Stop Inn can also offer professional grooming on a pet, at a discounted rate, price will depend on breed.

Transportation

Pets Stop Inn can transport pets for the county at a rate of \$0.50/mile.

Payment Proposal

Pets Stop Inn proposes that invoicing for the contracted # of runs to be invoiced and paid for monthly, in advance. All ancillary services to be invoiced monthly, after services are rendered.

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 10 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 and alarmed facility, with surveillance equipment provided by the COUNTY
- 24 hours a day, 7 days a week access for all Law Enforcement in Yamhill County including Yamhill County Dog Control (YCDC)
 - Area designated to "show dogs" to public for potential adoption
- Food, water, shelter, safety and care (including administration of agreed upon medication) for all dogs pursuant to Yamhill County ORD 692 requirements and other applicable local and state laws, rules, regulations and requirements
 - Dogs will be fed twice daily unless instructed differently by YCDC
- 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 10 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 10 dogs per day is at \$23 a day per dog (excluding the cost of medicine or routine/emergency medical care, which cost shall be borne by the COUNTY)
 - Additional overflow will be at \$26 a day per dog (excluding the cost of medicine or routine/emergency medical care, which cost shall be borne by the COUNTY)
 - Intake of dogs into the facility will be paid at \$5 per dog: Intake includes the following:
 - Complete both front and back of forms to their entirety (forms to be provided by the COUNTY)
 - Obtain signatures on forms as applicable
 - 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
- Transportation of dogs to and from facility will be reimbursed at \$0.50/mile. Contractor shall not be required to wait for the dog and shall be reimbursed for all trip related transportation, including one way or round trips and return trips where dogs may need to be dropped off and then picked up several hours or days later. Contractor shall maintain a log of all transportation miles and will submit this log together with their monthly invoice.
- 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
- Adequate storage for additional donated items such as food, toys, bedding

- Designated area for COUNTY safe (provided by COUNTY at no cost to CONTRACTOR) to store medication
- Any and all mutually agreed upon services



OREGON MUTUAL INSURANCE COMPANY
BUSINESSOWNERS
BLANKET ADDITIONAL INSURED

M2870B (1-14)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

BUSINESSOWNERS COVERAGE FORM

Paragraph **C. Who Is An Insured** in **Section II – Liability** is amended to include as an additional insured:

1. Any person(s) or organization(s) with whom you have entered into an "insured contract"; and
2. Have agreed in writing in a contract or agreement that such person(s) or organization(s) be added as an additional insured on your policy; and
3. Where a certificate of insurance showing that person(s) or organization(s) as an additional insured has been issued; and
4. When the "insured contract" and the certificate are effective during the term of the policy and executed prior to the "bodily injury", "property damage", or "personal and advertising injury".

Such person(s) or organizations(s) is an additional insured only with respect to liability for "bodily injury," "property damage" or "personal and advertising injury" caused, in whole or in part, by:

- a. Your acts or omissions; or
- b. The acts or omissions of those acting on your behalf.

However, the insurance afforded to such additional insured:

- a. Only applies to the extent permitted by law; and
- b. Will not be broader than that which you are required to provide by the "insured contract".