

**AMENDMENT NO. 1
AGREEMENT FOR DOG KENNELING SERVICES BETWEEN
YAMHILL COUNTY SHERIFF'S OFFICE AND HOMEWARD BOUND PETS**

THIS AMENDMENT NO. 1 ("Amendment #1") shall be made effective as of the last date set forth adjacent to the signatures of the parties below, by and between **Yamhill County**, a political subdivision of the State of Oregon ("County"), acting by and through its Yamhill County Sheriff's Office ("YCSO") and **Homeward Bound Pets**, an Oregon Nonprofit Corporation with its principal place of business located at 10605 SE Loop Road, McMinnville, OR 97128 ("Contractor"), referred to individually as Party and collectively as Parties.

RECITALS

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

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

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

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

"A secure facility to include 3 dedicated kennels with the ability for 2 additional overflow kennels. Kennels should be of sufficient size to house dogs of various sizes"

The balance of Exhibit A is unchanged.

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

"HBPets would dedicate 3 kennels at \$23 per day empty or full."

The balance of Exhibit B is unchanged

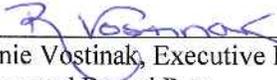
3. Exhibit C of the Underlying Agreement, which is the Applicable State and Local Requirements and Additional Requirements is hereby amended to delete the seventh bullet point and replace it with the following:

“Cost for 3 kennels at \$23 per kennel, per day, empty or full, (excluding the cost of routine/emergency medical care, which cost shall be borne by the COUNTY”

4. Section 3 of the Underlying Agreement is hereby amended to extend the term of the Underlying Agreement through June 30th, 2019.
5. Ratification. Except as otherwise expressly modified by the terms of this Amendment #1, the Underlying Agreement shall remain unchanged and continue in full force and effect. All terms, covenants and conditions of the Underlying Agreement not expressly modified herein are hereby confirmed and ratified and remain in full force and effect, and constitute valid and binding obligations of County and Contractor enforceable according to the terms thereof.
6. Authority. County and Contractor and each of the persons executing this Amendment #1 on behalf of County and Contractor hereby covenants and warrants that: (i) such party has full right and authority to enter into this Amendment #1 and has taken all action required to authorize such party (and each person executing this Amendment #1 on behalf of such party) to enter into this Amendment #1, and (ii) the person signing on behalf of such party is authorized to do so on behalf of such entity.
7. Binding Effect. All of the covenants contained in this Amendment #1 shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, legal representatives and permitted successors and assigns.
8. Counterparts. This Amendment #1 may be executed in multiple counterparts, each of which shall be an original, but all of which shall constitute one and the same Amendment #1.
9. Recitals. The foregoing recitals are intended to be a material part of this Amendment #1 and are incorporated herein by this reference.

IN WITNESS WHEREOF, the parties have executed this Amendment #1 on the dates set forth adjacent to their signatures below.

HOMEWARD BOUND PETS

By: 
Ronnie Vostinak, Executive Director
Homeward Bound Pets
Fed Tax I.D. No: 93-0687293
Date: 6/14/18

Ronnie Vostinak
Printed Name

YAMHILL COUNTY, OREGON


MARY SCARRETT, Chair
Board of Commissioners

Date: 6/21/18

Recommended by:



Tim Svenson, Yamhill County Sheriff

Date 6/15/18

APPROVED AS TO FORM:

By: 
CHRISTIAN BOENISCH, County Counsel

Date 6/20/18