

**AMENDMENT NO. 1**  
**AGREEMENT FOR CLERICAL SERVICES**  
**BETWEEN**  
**YAMHILL COUNTY SHERIFF'S OFFICE AND HOMEWARD BOUND**  
**PETS HUMANE SOCIETY**

THIS AMENDMENT NO. 1 ("Amendment #1") shall be made effective as July 1, 2023, by and between **YAMHILL COUNTY**, a political subdivision of the State of Oregon ("County"), acting by and through its Yamhill County Sheriff's Office ("YCSO") and **HOMEWARD BOUND PETS HUMANE SOCIETY** (formerly Homeward Bound Pets), an Oregon Nonprofit Corporation with its principal place of business located at 10605 SE Loop Road, McMinnville, OR 97128 ("Contractor"), referred to individually as Party and collectively as Parties.

**RECITALS**

- A. County and Contractor are parties to that certain agreement dated January 24, 2020 (the "Underlying Agreement"), pursuant to which Contractor supports Yamhill County in providing clerical services to support the business needs of the Yamhill County Sheriff's Office to manage its dog control responsibilities including dog licensing, redemption and related clerical services efficiently and effectively. The Underlying Agreement is memorialized in Yamhill County records as Board Order 20-037.
- B. County and Contractor now desire 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 this Amendment #1, attached hereto and incorporated herein by this reference, replaces the relevant parts of Exhibit C of the Underlying Agreement, regarding the monthly rate for clerical services during the term of the Underlying Agreement.
- 2. Section 3 of the Underlying Agreement is hereby amended to extend the term of the Underlying Agreement through June 30, 2024. Unless terminated in accordance with subsection 10 of the Underlying Agreement, the Underlying Agreement shall be automatically renewed for successive one-year terms, through June 30, 2026, under the same terms and conditions unless either party gives 60 days' written notice prior to renewal of its intent not to renew the Underlying Agreement.
- 3. **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.

4. **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.
5. **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.
6. **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.
7. **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  
HUMANE SOCIETY**

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

Date: 6/28/23

**YAMHILL COUNTY, OREGON**



LINDSAY BERSCHAUER, Chair  
Board of Commissioners

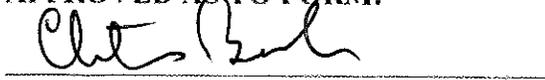
Date: 6.29.23



TIM SVENSON  
Yamhill County Sheriff

Date: 6/28/2023

**APPROVED AS TO FORM:**

  
CHRISTIAN BOENISCH  
County Counsel

Date: 6/30/23

Accepted by Yamhill County  
Board of Commissioners on  
6.29.23 by Board Order  
# BO. 23-254

**EXHIBIT A to AMENDMENT #1  
RATE INFORMATION**

**Rate information specific to the agreement:**

- **July 1, 2023 - June 30, 2024, monthly rate of \$7,077**
- **July 1, 2024 - June 30, 2025, monthly rate of \$7,289**
- **July 1, 2025 - June 30, 2026, monthly rate of \$7,507**

The balance of Exhibit C of the Underlying Agreement is unchanged.