

**AMENDMENT No. 2 TO YAMHILL COUNTY AGREEMENT FOR DOG
KENNELING SERVICES BETWEEN YAMHILL COUNTY SHERIFF'S OFFICE
AND NEWBERG ANIMAL SHELTER FRIENDS**

THIS AMENDMENT No. 2 is made and entered into this 26th day of SEPTEMBER, 2024, by and between YAMHILL COUNTY, a political subdivision of the State of Oregon, acting by and through its Yamhill County Sheriff's Office ("County" or "YCSO"), and Newberg Animal Shelter Friends, an Oregon nonprofit public benefit corporation, currently located at 1591 S. Sandoz Road, Newberg, OR 97132 ("Contractor" or "NASF"), referred to individually as Party and collectively as "Parties".

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

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

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

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

"TERM. This Contract shall become effective, and services required hereunder shall commence, on the date the Contract is executed by both parties, or on **July 1, 2023**, whichever is sooner, and shall terminate on ~~June 30, 2024~~ ~~September 30, 2024~~ June 30, 2025, unless otherwise terminated or extended as provided herein.

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

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

"COMPENSATION AND PAYMENT. Effective October 1, 2024, Contractor shall bill quarterly for the fee of one four reserved kennels, ~~and any additional costs incurred by the County through the use of overflow kennels within that quarter.~~"

The balance of this section remains unchanged.

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

“(1) ~~One~~ Four reserved kennels at a set cost of ~~\$80.00~~ \$50.00 per kennel per day for the YCSO that will be available and accessible 24 hours a day, 7 days a week (totaling ~~\$29,200~~ \$54,400 ~~through 6/30/25 annually~~ or ~~\$7,300~~ \$13,600 quarterly).”

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

4. Item (2) under “**Newberg Animal Shelter**” of Exhibit A of the Contract is hereby deleted and replaced with the following:

“(2) Stray dogs will be evaluated within the first 5 days of the stray hold to make sure the animal is acceptable for adoption. If for some reason the stray dog is not acceptable for adoption then a decision would be made by the following team: Yamhill County, NASF, a professional dog trainer and a veterinarian. Yamhill County would be responsible for all medical fees including euthanasia. NASF would assist with the transportation to the veterinarian”.

5. Item (7) under “**Newberg Animal Shelter**” of Exhibit A of the Contract is amended to read as follows:

“(7) Efforts to locate the owner of the animal(s) will be coordinated with Yamhill County Dog Licensing currently handled by Homeward Bound Pets Humane Society in McMinnville, located at 10605 SE Loop Road, McMinnville, OR 97128 (“HB Pets Humane Society”). NASF will provide microchip scanning, posting to social media and Newberg Animal Shelter Friends website and provide all relevant information regarding the animal(s) to HB Pets Humane Society for posting on HB Pets Humane Society social media and website, and respond to inquiries in coordination with Dog Licensing and HB Pets Humane Society and Homeward Bound Spay and Neuter Clinic (see below) to ensure appropriate ownership verification and licensing requirements.”

6. Item (9)a. under “**Newberg Animal Shelter**” of Exhibit A of the Contract is hereby deleted.

The balance of item (9) of Exhibit A remains unchanged.

7. Item (5) under “**Yamhill County Sheriff’s Office**” of Exhibit A of the Contract is hereby deleted.

Except as expressly amended above, all other terms and conditions of the original Contract are still in full force and effect. The Contractor certifies that the representations, warranties, and certifications contained

in the original Contract are true and correct as of the effective date of this Amendment No. 2 and with the same effect as though made at the time of this Amendment No. 2.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed, this Amendment No. 2 on the date indicated by their duly authorized officials.

NEWBERG ANIMAL SHELTER FRIENDS


KAY FINDLEY, President
Newberg Animal Shelter Friends

10-4-2024
Date

YAMHILL COUNTY

DocuSigned by:

LINDSAY BERSCHAUER, Chair
Board of Commissioners

10/10/2024
Date

APPROVED AS TO CONTENT:


SAM ELLIOTT, Sheriff

10/8/24
Date

APPROVED AS TO FORM

DocuSigned by:
By: 
CHRISTIAN BOENISCH, County Counsel

**Approved by the BOC on:
09/26/2024**

via Board Order No.: 24-298