

**AMENDMENT NO. 3
AGREEMENT FOR DOG KENNELING SERVICES BETWEEN
YAMHILL COUNTY SHERIFF'S OFFICE AND HOMEWARD BOUND
PETS HUMANE SOCIETY**

THIS AMENDMENT NO. 3 ("Amendment #3") 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 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 September 20, 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, amended on June 21, 2018 as Board Order 18-207, and amended again on June 28, 2019 as Board Order 19-211.
- B. County and Contractor now desire to continue the Underlying Agreement upon the terms and conditions set forth in the previous contract.

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. Section 3 of the Underlying Agreement is hereby amended to extend the term of the Underlying Agreement through June 30, 2022.
- 2. Ratification. Except as otherwise expressly modified by the terms of this Amendment #3, 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.
- 3. Authority. County and Contractor and each of the persons executing this Amendment #3 on behalf of County and Contractor hereby covenants and warrants that: (i) such party has full right and authority to enter into this Amendment #3 and has taken all action required to authorize such party (and each person executing this Amendment #3 on behalf of such party) to enter into this Amendment #3, and (ii) the person signing on behalf of such party is authorized to do so on behalf of such entity.
- 4. Binding Effect. All of the covenants contained in this Amendment #3 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.

5. Counterparts. This Amendment #3 may be executed in multiple counterparts, each of which shall be an original, but all of which shall constitute one and the same Amendment #3.
6. Recitals. The foregoing recitals are intended to be a material part of this Amendment #3 and are incorporated herein by this reference.

IN WITNESS WHEREOF, the parties have executed this Amendment #3 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: 7-20-2020

YAMHILL COUNTY, OREGON


CASEY KULLA, Chair
Board of Commissioners

Date: 7/30/2020


TIM SVENSON
Yamhill County Sheriff

Date: 07/20/2020

APPROVED AS TO FORM:


CHRISTIAN BOENISH
County Counsel

Date: 8/3/20