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MARIPOSA COUNTY RESOLUTION NO. 82-161

BE IT HEREBY RESOLVED by the Board of Supervisors of Mariposa County, a political subdivision of the State of California, that the Board of Supervisors hereby approves the following document, and Chairman WILLIAM H. MOFFITT, is hereby authorized to sign same:


County Veterinarian Agreement with R.W. Rosebrock, D.V.M.

PASSED AND ADOPTED by the Mariposa County Board of Supervisors this 3rd day of August 1982, by the following vote:


AYES: Barrick, Dalton, Erickson, Moffitt, Taber
NOES: None
ABSENT: None
ABSTAINED: None


WILLIAM H. MOFFITT, Chairman
Mariposa County Board of Supervisors

ATTEST:


ELLEN BRONSON, County Clerk
Ex Officio Clerk of the Board

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:


RICHARD K. DENHALTER,
County Counsel

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A G R E E M E N T

THIS AGREEMENT, Executed in duplicate this 4th day of August, 1982, by and between the COUNTY OF MARIPOSA a political subdivision of the State of California, hereinafter referred to as "COUNTY" and R. W. Rosebrock, D.V.M., a licensed California Veterinarian, hereinafter referred to as "VETERINARIAN."

W I T N E S S E T H:

WHEREAS, VETERINARIAN has offered and the COUNTY has accepted veterinarian services as hereinafter described; and

WHEREAS, VETERINARIAN is a licensed California Veterinarian operating a general veterinary practice in the COUNTY.

NOW, THEREFORE, IT IS HEREBY AGREED by and between the parties as follows:

1. VETERINARIAN agrees to comply with the provisions of Title 6 of the Mariposa County Code and applicable state codes.

2. VETERINARIAN agrees to provide animal holding facilities for COUNTY at VETERINARIAN's official place of business, Fairgrounds Drive at Highway 49, Mariposa, CA 95338.

3. COUNTY hereby designates said veterinary clinic as the official animal holding facility for the COUNTY.

4. VETERINARIAN shall conduct an animal holding facility for stray unlicensed non-exempt dogs and cats which he shall keep as follows:

a. Five (5) working days for dogs as specified in Title 6, Mariposa County Code,

b. Three days (72 hours) for cats as specified in the Food and Agriculture Code Section 31752.

5. COUNTY shall pay to VETERINARIAN the sum of \$4.25 per

1 day for a maximum of five (5) working days for unlicensed, non-
2 exempt dogs to board and impound dogs duly and legally impounded
3 and not claimed or adopted; ten (10) days for a dog whose owner
4 can be identified. The sum of \$2.30 per day for a maximum of
5 three (3) days to board and impound cats duly and legally impounded
6 and not claimed or adopted. When the holding period expires
7 for unlicensed non-exempt dogs or cats and the expiration date is
8 on a holiday or Sunday and the County Vet is not available to
9 euthanize the animal, the animal will be held until the next work-
10 ing day at no cost to the COUNTY.

11 6. VETERINARIAN shall be responsible for the euthanasia of
12 dogs, cats and livestock as required, following the prescribed
13 period of time in a manner consistent with the accepted practices
14 and in compliance with applicable laws. The fees to be paid by
15 COUNTY to VETERINARIAN for euthanasia of animals shall be \$4.00
16 per dog; \$2.30 per cat; \$2.00 per 100 pounds for livestock. All
17 dogs, cats or livestock euthanized under this Agreement will be
18 disposed of by the COUNTY at an approved site at the Mariposa
19 County Sanitary Landfill on Highway 49, north of Mariposa. Owners
20 presenting dogs, cats, or livestock for euthanasia and disposal
21 shall be charged the prevailing veterinarian's fee.

22 7. VETERINARIAN shall supply the COUNTY with two keys to
23 the extended impoundment facilities in order that stray dogs and
24 cats picked up for impoundment during VETERINARIAN's off hours can
25 be placed in the facilities by the Animal Control Officer or
26 Deputy.

27 8. COUNTY will pay the VETERINARIAN Twenty-five Dollars
28 (\$25) per animal for removal of heads and sending laboratory sam-

AGREEMENT
VETERINARIAN/COUNTY

1 ples as necessary or required by law.

2 9. Pursuant to California Penal Code 597(f), and County
3 Ordinance Section 6.08.250, VETERINARIAN will charge the COUNTY
4 a minimum of Five Dollars (\$5) and a maximum of Twenty Dollars
5 (\$20) to perform emergency treatment required on impounded animals
6 including livestock which are not severely injured.

7 10. COUNTY will pay the VETERINARIAN Twenty Dollars (\$20) in
8 addition to the fee charged for emergency treatment when the VET-
9 ERINARIAN is called in by the Animal Control Officer or his Deputy
10 during his off-hours to perform emergency treatment.

11 11. VETERINARIAN agrees to conduct rabies clinics in the
12 manner and at locations as have been agreed upon between COUNTY
13 and VETERINARIAN at the rate approved by the State, to be paid by
14 the owner or custodian of the said animal.

15 12. VETERINARIAN shall maintain an original disposition
16 record on an official County approved form on all stray animals
17 handled by VETERINARIAN and all animals delivered by owners who
18 sign a written request for destruction of said animal. Copies of
19 said original records shall be a public record and available for
20 public review.

21 13. COUNTY shall not have the right to direct or control
22 VETERINARIAN in the performance of his duties pursuant to this
23 Agreement, and VETERINARIAN shall, at all times, be made and remain
24 an independent contractor.

25 14. VETERINARIAN shall bear all costs of all necessary sup-
26 plies and equipment related to his duties in the performance of
27 this Agreement.

28 15. This Agreement may be renewed for succeeding periods of

AGREEMENT
VETERINARIAN/COUNTY

1 one year by subsequent written agreement.

2 16. This Agreement may not be modified except by a subsequent
3 written agreement signed by the parties.

4 17. This Agreement may be terminated by either party upon
5 the giving of sixty (60) days written notice to the other party.

6 18. This Agreement shall be for a period of one (1) year from
7 the date of execution unless terminated earlier by the parties
8 hereto pursuant to the provisions of Paragraph 16 of this Agree-
9 ment.

COUNTY OF MARIPOSA

10
11 Date: _____

By: _____
WILLIAM H. MOFFITT, Chairman
Board of Supervisors

VETERINARIAN

12
13
14 Date: _____

By: _____
R. W. ROSEBROCK, D.V.M.

15
16 APPROVED AS TO FORM AND
17 LEGAL SUFFICIENCY:

18 _____
19 RICHARD K. DENHALTER
County Counsel

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