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
AGREEMENT

THIS AGREEMENT, Executed in duplicate this __th day of
August__, 1982, by and between the COUNTY OF MARIPOSA a polit-
ical 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."

WITNESSETH:

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

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

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

8. COUNTY will pay the VETERINARIAN Twenty-five Dollars
($25) per animal for removal of heads and sending laboratory sam-
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9. Pursuant to California Penal Code 597(f), and County Ordinance Section 6.08.250, VETERINARIAN will charge the COUNTY a minimum of Five Dollars ($5) and a maximum of Twenty Dollars ($20) to perform emergency treatment required on impounded animals including livestock which are not severely injured.

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

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

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

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

14. VETERINARIAN shall bear all costs of all necessary supplies and equipment related to his duties in the performance of this Agreement.

15. This Agreement may be renewed for succeeding periods of
AGREEMENT
VETERINARIAN/COl .Y

one year by subsequent written agreement.

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

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

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

COUNTY OF MARIPOSA

Date: ____________________________

By: WILLIAM H. MOFFITT, Chairman
     Board of Supervisors

VETERINARIAN

Date: ____________________________

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

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

RICHARD K. DENHALTER
County Counsel