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MARIPOSA COUNTY RESOLUTION NO. 81-83

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:

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

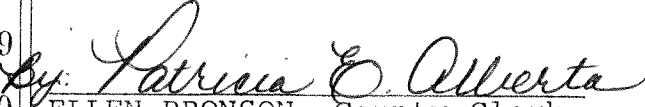
for County Veterinarian Services

PASSED AND ADOPTED by the Mariposa County Board of Supervisors this 28th day of April 1981, by the following vote:

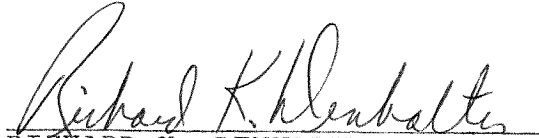
AYES: Taber, Dalton, Erickson, Moffitt
NOES: None
ABSENT: None
ABSTAINED: None


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

1 THIS AGREEMENT, Executed in duplicate this 28th day
2 of April by and between the COUNTY OF
3 MARIPOSA, a political subdivision of the State of California,
4 hereinafter referred to as "COUNTY" and R.W. ROSEBROCK, D.V.M.,
5 a licensed California Veterinarian, hereinafter referred to as
6 "VETERINARIAN."

7 W I T N E S S E T H:

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

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

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

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

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

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

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

- 27 a. Five (5) working days
28 for dogs as specified in Title 6,

VETERINARIAN AGREEMENT

1 Mariposa County Code.

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

4 5. COUNTY shall pay to VETERINARIAN the sum of \$3.50
5 per day for a maximum of five working days for unlicensed,
6 non-exempt dogs to board and impound dogs duly and legally
7 impounded and not claimed or adopted; ten days for a dog whose
8 owner can be identified. The sum of \$2.00 per day for a maximum
9 of three (3) days to board and impound cats duly and legally
10 impounded and not claimed or adopted. When the holding period expires
11 for unlicensed non-exempt dogs or cats and the expiration date is on a holiday
12 or Sunday and the County Vet is not available to euthanize the animal, the
13 animal will be held until the next working day at no cost to the County.

14 6. VETERINARIAN shall be responsible for the euthansia
15 of dogs, cats, and livestock as required, following the pre-
16 scribed period of time in a manner consistent with accepted
17 practices and in compliance with applicable laws. The fees
18 to be paid by COUNTY to VETERINARIAN for euthansia of animals
19 shall be \$3.50 per dog; \$2.00 per cat; \$2.00 per 100 pounds for
20 livestock. All dogs, cats, or livestock euthanized under this
21 Agreement will be disposed of by the County at an approved site
22 at the Mariposa County Sanitary Landfill on Highway 49, north of
23 Mariposa. Owners presenting dogs, cats, or livestock for
24 euthansia and disposal shall be charged the prevailing
25 veterinarian's fee.

26 7. VETERINARIAN shall supply the County with two
27 keys to the extended impoundment facilities in order that stray
28 dogs and cats picked up for impoundment during VETERINARIAN's

VETERINARIAN AGREEMENT

1 off hours can be placed in the facilities by the Animal Control
2 Officer or Deputy.

3 8. COUNTY will pay the VETERINARIAN twenty-five
4 dollars (\$25) per animal for removal of heads and sending
5 laboratory samples as necessary or required by law.

6 9. Pursuant to Calif. Penal Code 597(f), and County
7 Ordinance Section 6.08.250, VETERINARIAN will charge the County
8 a minimum of \$5.00 and a maximum of \$20.00 to perform emergency
9 treatment required on impounded animals including livestock which
10 are not severely injured.

11 10. COUNTY will pay the VETERINARIAN \$20.00 in addition
12 to the fee charged for emergency treatment when the Veterinarian
13 is called in by the Animal Control Officer or his Deputy during
14 his off-hours to perform emergency treatment.

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

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

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

VETERINARIAN AGREEMENT

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

4 15. This Agreement may be renewed for succeeding
5 periods of one year by subsequent written agreement.

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

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

11 18. This Agreement shall be for a period of one (1)
12 year from the date of execution unless terminated earlier
13 by the parties hereto pursuant to the provisions of Paragraph
14 16 of this Agreement.

COUNTY OF MARIPOSA

15
16 Date: 4/28/81

William H. Moffitt
17 WILLIAM H. MOFFITT, Chairman
18 Board of Supervisors

VETERINARIAN

19
20
21 Date: _____

R.W. Rosebrock
R.W. ROSEBROCK, D.V.M.

22 APPROVED AS TO FORM
23 AND LEGAL SUFFICIENCY

24 Richard K. Denhalter
25 RICHARD DENHALTER
26 County Counsel 4/8/81