

MARIPOSA COUNTY RESOLUTION NO. 83-251

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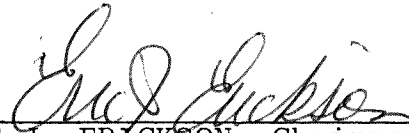
BE IT HEREBY RESOLVED by the Board of Supervisors of Mariposa County, a political subdivision of the State of California, that the Board of Supervisors hereby approved the following document, and Chairman, ERIC J. ERICKSON, is hereby authorized to sign same:

County Veterinarian Agreement for FY 83-84

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

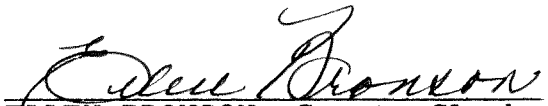
PASSED AND ADOPTED by the Mariposa County Board of Supervisors this 23rd day of August 1983, by the following vote:

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




ERIC J. ERICKSON, 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~~ Robert Wash
County Counsel

A G R E E M E N T

This AGREEMENT, executed in duplicate this 23rd day of August, 1983, 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, BE IT 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) days (120 hours) 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

VETERINARIAN/COUNTY AGREEMENT

1 day for a maximum of five (5) days (120 hours) for unlicensed, non-
2 exempt dogs to board and impound dogs duly and legally impounded
3 and not claimed or adopted. An impounded dog bearing a valid
4 license tag shall be impounded for ten (10) days after mailed
5 notice is sent to the owner of record. The sum of \$2.30 per day for a maximum
6 of three (3) days to board and impound cats duly and legally impounded and
7 not claimed or adopted. When the holding period expires for
8 unlicensed non-exempt dogs or cats and the expiration date is on a
9 holiday or Sunday and the County Vet is not available to euthanize
10 the animal, the animal will be held until the next working day at
11 no cost to the COUNTY.

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

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

27 8. COUNTY will pay the VETERINARIAN twenty-five dollars (\$25)
28 per animal for removal of brains and sending laboratory samples as

1 necessary or required by law.

2 9. Pursuant to California Penal Code 597(f), and County
3 Code Section 6.08.250, VETERINARIAN may charge the COUNTY a
4 minimum of five dollars (\$5.00) and a maximum of twenty dollars
5 (\$20.00) to perform emergency treatment required on impounded
6 animals including livestock which are not severely injured.

7 10. COUNTY will pay the VETERINARIAN twenty dollars (\$20.00)
8 in addition to the fee charged for emergency treatment when the
9 VETERINARIAN is called in by the Animal Control Officer or his
10 Deputy 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
19 of said original records shall be a public record and available
20 for 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
24 remain an independent contractor.

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

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

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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 17 of this Agreement.

COUNTY OF MARIPOSA

Date: 8/23/83

BY: *Eric Erickson*
ERIC J. ERICKSON, Chairman
Board of Supervisors

VETERINARIAN

Date: _____

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

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

Robert M. Wash
ROBERT WASH, Acting County Counsel