

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made by and between the Baldwin County Commission, the governing body of Baldwin County, Alabama (the "County") and Hugh Palmer, D.V.M. ("Veterinarian").

For and in consideration of the mutual covenants set forth herein, the sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Veterinarian's services will be performed in a professional manner and in accordance with accepted practices and standards for veterinary medicine by veterinarians licensed to practice veterinary medicine in the state of Alabama. Veterinarian shall maintain liability insurance in an amount and form standard to the profession in the state of Alabama.
2. The effective date and term of this Agreement will begin on November 5, 2024 and continue for a period of two (2) years. The Agreement shall automatically renew for one (1) additional year, unless terminated by either party as set forth below.
3. Veterinarian shall be eligible for reimbursement of spay and neuter services in the amount of \$100 for dogs and \$50 for cats using the discount voucher program, and in accordance with County Policy #13.1. This agreement shall only be valid for the reimbursement of spay and neuter services in the amounts stated and shall not be applicable to any other services performed.
4. The veterinarian office will use the website the County has developed to verify that the discount voucher provided by the citizen is valid. The veterinarian office will have its own login to check the voucher. Only valid vouchers will be eligible for reimbursement.
5. Any spay or neuter costs above the amounts stated herein shall be coordinated between the veterinarian and the citizen and shall not be the responsibility of the County.
6. Veterinarian will provide the County itemized invoices for the discount voucher on a monthly basis. Invoices will be paid within thirty (30) days after receipt of the same. No interest will accrue on unpaid balances.
7. The County is under no obligation to provide any minimum number of vouchers and may cancel the discount voucher program at any time at the sole discretion of the Baldwin County Commission.
8. This Agreement may be terminated with cause by either party for a material breach upon written notice to the breaching party. Termination with cause shall be effective immediately.

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This Agreement may also be terminated by either party with or without cause or for convenience upon thirty (30) days written notice.

9. Nothing contained herein shall be construed to limit or modify the laws of the State of Alabama as the same may apply to the County regarding any immunity, absolute or qualified, or limitations of liability to which the County is otherwise entitled by law.

10. Veterinarian, for itself and its employees, agents, representatives, successors and assigns, waives and releases the County from any claims for injury to persons or damage to any real or personal property arising out of this Agreement. From the Effective Date of this Agreement, Veterinarian shall defend, indemnify, and hold the County, including its Commissioners, officers, directors, employees, representatives and agents, harmless from and against all demands, actions, and claims of any description whatsoever for property damage, personal injury (including death), and all other claimed loss, injury or damage, including, but not limited to, attorneys' fees and costs, arising out of relating to or resulting from any and all acts or omissions of Veterinarian, its officers, directors, employees, agents or contractors related to Veterinarian's obligations under this Agreement.

11. Neither this Agreement nor any interest herein shall be assigned, transferred or otherwise encumbered without a prior written agreement providing for such assignment, transfer, or other encumbrance, signed by the parties.

12. The parties acknowledge and agree that this Agreement shall in all respects be governed by the law of the State of Alabama, including without limitation all issues relating to capacity, formation, interpretation, and available remedies, without regard to Alabama conflict of law principles. Proper venue for any action arising hereunder shall lie in Baldwin County.

BALDWIN COUNTY COMMISSION

Date: _____

Commissioner Matthew P. McKenzie, Chairman

Attest:

Roger H. Rendleman
County Administrator

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VETERINARIAN

Date: 10.24.2024

Bay Minette Animal Clinic
Clinic Name

Hugh Palmer

Authorized Signature

Print Name/Title: Owner / Hugh Palmer

April Hadley
Witness

Print Name: April Hadley

Laurel Palmer
Witness

Print Name: Laurel Palmer