

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT is made by and between the Baldwin County Commission, the governing body of Baldwin County, Alabama (the "County"), and David Dykes ("Veterinarian").

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

1. The effective date and term of this Agreement will begin on 11-21-2020, and continue for a period of two (2) years. The Agreement shall automatically renew for one (1) additional year, unless terminated by either party by giving a sixty (60) day written notice of such termination.

2. Veterinarian shall provide services as outlined in this Agreement for dogs and cats delivered to Veterinarian's office by the County. County is under no obligation to provide any minimum number of animals to Veterinarian.

3. Veterinarian must notify and receive the approval of the County before performing any services outside those specifically requested by the County at the time the animal is delivered to the Veterinarian's office. If Veterinarian determines that an animal needs parvovirus testing, and the County authorizes the test, Veterinarian will not spay, neuter, vaccinate or treat for parvovirus any animal having positive test results, unless authorized to do so by a person adopting such animal, who will be solely responsible for the expense of parvovirus treatment. Absent such authorization, Veterinarian will contact the County to discuss the animal and appropriate action related to said animal.

4. Services will be scheduled with Veterinarian in advance. A list of services requested and prices to be charged for such services will be provided for each animal.

5. If an animal is to be adopted, the County will provide Veterinarian the name of the adopting person to whom Veterinarian is authorized to release the animal. Veterinarian will notify the County of any animals not picked up within 24 hours, and the County will recover those animals at the County's expense, subject to the provisions of Paragraph 3 of this Agreement.

6. Veterinarian shall be paid for services rendered at the following rates:

Exam	\$15
Health Certificate	\$15
Dog Spay*	\$75
Cat Spay*	\$45
Dog Neuter*	\$50

Cat Neuter*	\$30
Euthanasia	\$15
Rabies vaccination	\$12
Fecal exam	\$7.50
Parvo test	\$25
Rabies prep	\$50
X-ray	\$35
Microchip implantation and registration	\$5
Additional fee - Cryptorchid	\$20
Additional fee - In-heat	\$10
Additional fee - Pregnant	\$20
Additional fee - Umbilical hernia repair	\$20
Additional fee – pediatric spay or neuter**	\$10
Boarding (pre-approved medical only)	\$10 per night
After-hours services***	varies

*One (1) night of boarding is included in the cost of all spay and neuter procedures. County reserves the right request one (1) night of boarding when spay and neuter services are scheduled.

**For purposes of this contract, pediatric is defined as an animal that is less than four (4) months old and/or under 5 pounds in weight.

***If the Veterinarian chooses to be available for After-hours services, a telephone number should be provided and/or any restrictions related to After-hours services listed on the lines below:

MA

The County agrees to pay the applicable charges set out above in the unlikely event of the death of an animal during or after surgery.

7. Veterinarian will provide the County itemized invoices for Veterinarian's services on a monthly basis. Invoices will be paid within thirty (30) days after receipt of the same. No interest will accrue on unpaid balances.

8. Veterinarian's services will be performed in a professional manner and in accordance with accepted practices and standards of veterinary medicine by veterinarians fully 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.

Veterinarian shall at all times have the right to decline to spay or neuter an animal deemed by Veterinarian in the exercise of professional judgment to be ill, too young, or too small. The County will recover any such animals at the County's expense.

9. This Agreement may be terminated by either party for material breach immediately upon written notice to the other party, and this Agreement may also be terminated by either party with or without cause or for convenience upon sixty (60) days written notice.

10. This Agreement shall not be assignable by Veterinarian.

11. Veterinarian acknowledges that it, he or she is an independent contractor, and Veterinarian shall at all times remain as such in performing the services under this Agreement. Veterinarian is not an employee, servant, partner, or agent of the County and has no authority, whether express or implied, to contract for or bind the County in any manner. The parties agree that Veterinarian shall be solely responsible for and shall have full and unqualified control over developing and implementing its own means and methods, as it deems necessary and appropriate, in providing the services hereunder, and that the County's interests herein are expressly limited to the results of said services. Veterinarian is not entitled to unemployment insurance benefits or any other benefits, and Veterinarian is responsible for and obligated to pay any and all federal and state income tax on any monies paid pursuant to this Agreement.

12. There are no third-party beneficiaries to this Agreement, and no third-party shall have any rights pursuant to this Agreement or cause of action against the County or Veterinarian arising out of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date or dates set out below.

BALDWIN COUNTY COMMISSION

Date: _____

Commissioner Billie Jo Underwood, Chairman

Attest:

Wayne Dyess, County Administrator

VETERINARIAN

Date: 1/14/2020

Dykes Veterinary Clinic
Clinic Name

[Signature]
Authorized Signature

Print Name/Title: DAVID DYKES

[Signature]
Witness Signature

Print Name/Address/Phone Number: MEAGAN NEWKIRK

[Signature]
Witness Signature

Print Name/Address/Phone Number: MELISSA BOURNE