

## PROFESSIONAL SERVICES AND CONSULTING AGREEMENT

THIS AGREEMENT is made by and between the Baldwin County Commission, the governing body of Baldwin County, Alabama (the "County"), and Joseph Palmer ("Contractor").

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

1. The effective date and term of this Agreement will begin on 1/21/2020 and continue for a period of one (1) year. The Agreement shall automatically renew for one additional one (1) year term, unless terminated by either party by giving a thirty (30) day written notice of termination to the other party as set forth in this Agreement.

2. Contractor shall provide behavioral assessment services to the County at the Baldwin County Animal Shelter facility for dogs as outlined in this Agreement. The County is under no obligation to provide any minimum number of guaranteed assessments for or to Contractor.

3. Contractor shall be paid for behavioral assessment services rendered at the following rate:

Behavior Assessment – daily rate	\$100
Emergency Assessment –additional fee on top of daily rate	\$20

The parties acknowledge and agree that the funds expended by the County to the Contractor during the term of this Agreement shall not exceed \$15,000.

4. Contractor will provide the County itemized invoices for Contractor'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.

5. Contractor's services will be performed in a professional manner and in accordance with the guidelines provided to them by the Baldwin County Animal Control Advisory Board and/or Baldwin County Commission. Contractor shall maintain liability insurance in an amount and form standard to Contractor's profession in the State of Alabama and reasonably acceptable to the County and shall promptly provide the County with a certificate of such insurance upon request.

6. Contractor agrees that the safety of the public is the primary goal as it relates to behavior assessments. Contractor shall at all times have the right to decline to administer a behavior assessment on an animal deemed by Contractor in the exercise of professional judgment to be ill or too dangerous.

7. Behavior assessments will be scheduled with Contractor in advance. Contractor also agrees to be available for behavior assessment not less than two (2) days each month, with behavior assessment dates being scheduled at least one (1) week in advance unless an emergency arises.

8. 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 thirty (30) days written notice to the other party.

9. This Agreement shall not be assignable by Contractor.

10. Nothing in this Agreement shall be construed to create an employer-employee relationship between the Contractor and the County. Contractor acknowledges that he or she is providing professional services as an independent contractor consultant, and Contractor shall at all times remain as such in performing such services under this Agreement. Contractor 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 County does not appoint the Contractor as its agent or authorize the Contractor to hold itself out as its agent. The parties agree that Contractor 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. Contractor is not entitled to unemployment insurance benefits, and Contractor is responsible for and obligated to pay any and all federal and state income tax on any monies paid pursuant to this Agreement. Nothing contained herein, or in any statute or governmental regulation, shall obligate the County to pay or see to the payment of any moneys to any person or entity, or to pay or assure the withholding or payment of any taxes, or other payroll deductions required by law to be withheld from wages of employees of the Contractor.

11. It is the intent of the parties of this Agreement that they be the only parties to the Agreement and to expressly exclude third party beneficiaries. Nonparties to the Agreement may not claim benefits under the Agreement.

12. The services to be performed under this Agreement will be performed entirely at Contractor's risk. Contractor hereby agrees to indemnify, defend and hold the County, its commissioners, officers, employees, and agents, harmless from and against any and all claims, costs, expenses, loss and liabilities, including reasonable attorneys' fees and expense suffered, paid or incurred by the County arising out of or by virtue of any injury or damage to person, including death, or property resulting from or arising in any way out of Contractor's performance of this Agreement; and Contractor's failure to pay any bills, invoices, costs and other charges relating to or arising in any way out of Contractor's performance of this Agreement, except for any claims, liabilities or expenses arising from intentional acts or intentional misrepresentations

of the County. These indemnification obligations of Contractor shall survive the expiration of or termination of this Agreement.

13. 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.

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

BALDWIN COUNTY COMMISSION

Date: 12/12/2020

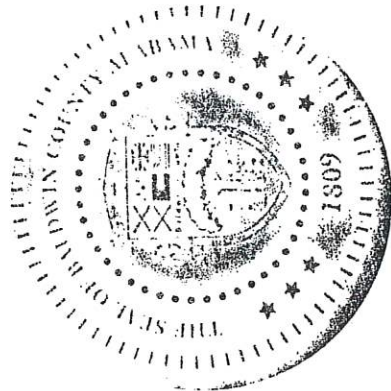
Billie Jo Underwood

Billie Jo Underwood, Chairman

Attest:

Wayne Dyess


Wayne Dyess  
County Administrator





CONTRACTOR

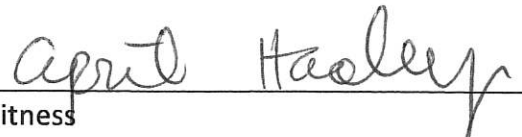
Date: 1/5/20

  
Contractor Signature

Print Name/Title: Joseph Palmer

  
Witness

Print Name: KEVIN ALLEN

  
Witness

Print Name: April Hadley