

## 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 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 January 20<sup>th</sup>, 21<sup>st</sup> 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. Veterinarian shall provide services as outlined in this Agreement for feral cats delivered to Veterinarians' office by the County. The County is under no obligation to provide any minimum number of feral cats as it relates to the Baldwin County TNR (Trap, Neuter, Return) Program.

3. Veterinarian must notify and receive the approval of the County before performing any Additional Services outside those specifically included in the Baldwin County TNR Program services. If Veterinarian determines that an animal needs services outside the services listed in the Baldwin County TNR Program, the Veterinarian must contact the Baldwin County Animal Shelter Manager to discuss the animal and appropriate action related to said animal. Cost for services outside the scope of the Baldwin County TNR Program for Additional Services are at rates established below.

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

### Baldwin County TNR Program services:

Spay/Neuter, ear tipping, and 1 night of boarding	\$50
Rabies Vaccination	\$12

### Additional Services outside the scope of the Baldwin County TNR Program:

Exam	\$15
Euthanasia	\$1/cc (5cc minimum)
Hernia repair	\$20
Rabies prep.	\$50

Boarding  
Antibiotics

\$7 per night  
Veterinarian's established rate

The County agrees to pay the applicable charges incurred, even in the unlikely event of the death of an animal during or after the provision of services.

6. 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.

7. 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.

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 Veterinarian.

10. 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, 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.

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.

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

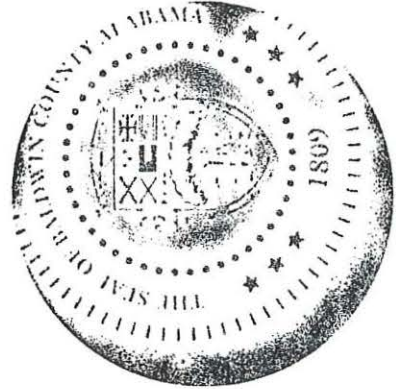
BALDWIN COUNTY COMMISSION

Date: 1/21/2020

Billie Jo Underwood  
Billie Jo Underwood, Chairman

Attest:

Wayne A. Dyess  
Wayne A. Dyess  
County Administrator



VETERINARIAN

Date: 1/14/2020

Dykes Veterinary Clinic  
Clinic Name

[Signature]  
Authorized Signature

Print Name/Title: David Dykes

[Signature]  
Witness

Print Name: Meagan Newkirk

[Signature]  
Witness

Print Name: Melissa Bourne