

**Department:** Animal Services

**Subject:**

**Type of Action:** Approval/Action

Resolution authorizing the Mayor to enter into a Professional Services Agreement between the City of Huntsville and Merrill Hudnall, DVM.

Resolution No.

**Finance Information:**

**Account Number:** 1000-50-00000-515370-00000000

**City Cost Amount:** Rate of \$100.00 per hour

**Total Cost:** Depends on number of hours veterinarian works.

**Special Circumstances:**

**Grant Funded:** N/A

**Grant Title – CFDA or granting Agency:** N/A

**Resolution #:** N/A

**Location: (list below)**

**Address:** N/A

**District:** District 1 ☐ District 2 ☐ District 3 ☐ District 4 ☐ District 5 ☐

**Additional Comments:**

Professional Services Agreement with Merrill Hudnall, DVM as an independent contractor to provide veterinary services as needed.

**RESOLUTION NO. 24-219**

**BE IT RESOLVED** by the City Council of the City of Huntsville, Alabama, that the Mayor be, and is hereby authorized to enter into an agreement by and between the City of Huntsville and Merrill Hudnall, DVM, on behalf of the City of Huntsville, a municipal corporation in the State of Alabama, which said agreement is substantially in words and figures similar to that certain document attached hereto and identified as "Professional Service Agreement between the City of Huntsville and Merrill Hudnall, DVM," consisting of two (2) pages and the date of November 21st, 2024, appearing on the margin of the first page, together with the signature of the President or President Pro Tem of the City Council, an executed copy of said document being permanently kept on file in the Office of the City Clerk of the City of Huntsville, Alabama.

**ADOPTED** this the 21st day of November, 2024.

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President of the City Council  
of the City of Huntsville, Alabama

**APPROVED** this the 21st day of November, 2024.

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Mayor of the City of Huntsville,  
Alabama

**PROFESSIONAL SERVICES  
AGREEMENT BETWEEN THE CITY  
OF HUNTSVILLE AND  
MERRILL HUDNALL, DVM**

STATE OF ALABAMA     )  
COUNTY OF MADISON    )

**PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY  
OF HUNTSVILLE AND MERRILL HUDNALL, DVM**

**THIS AGREEMENT** is made and entered into on the 21<sup>st</sup> day of November, 2024, by and between Merrill Hudnall, DVM, ("Hudnall") and the City of Huntsville, Alabama, a municipal corporation in the State of Alabama (the "City"),

**WITNESSETH:**

In consideration of the mutual promises and covenants herein contained, the parties do hereby agree as follows, to wit:

1. Hudnall shall provide professional services as a licensed veterinarian to the City's Animal Services Department. The scope of services to be performed by Hudnall shall include the following:

Hudnall will perform veterinary surgical procedures and also engage in the general practice of veterinary medicine at the Animal Services Facility. Hudnall shall remain licensed to practice veterinary medicine by the State of Alabama throughout the term of this agreement.

2. Hudnall is hereby contracted as an independent contractor and shall have no authorization to incur any debt or obligation on behalf of the City nor shall she be entitled to any benefits of any kind while working for the City. Hudnall is not deemed an employee of the City. During the term of this agreement, Hudnall shall report to and receive task assignments from the Director of Animal Services.

3. The term of this contract shall be for a period of one year commencing on December 2, 2024 and continuing through November 28, 2025.

4. This contract may be terminated by either party upon thirty (30) days written notice being provided to the other party.

5. The City shall pay Hudnall the rate of One Hundred Dollars (\$100.00) per hour for work performed pursuant to this agreement.

\_\_\_\_\_  
President or Pro Tem of the City Council of the  
City of Huntsville, Alabama

Date: 11-21-2024

6. Insurance and Indemnity:

A. **Insurance:** Hudnall shall carry professional liability insurance with a minimum limit of coverage of \$1,000,000.00 per claim.

B. **Hold Harmless:** Hudnall agrees that as respects negligent acts, errors or omissions in the performance of professional services, to indemnify and hold harmless the City, its officers, agents, employees, and specified volunteers from and against any and all claims, demands, losses and expenses including, but not limited to attorney's fees, liability, or consequential damages of any kind or nature resulting from any negligent acts, errors, or omissions of Hudnall.

7. Hudnall acknowledges that confidential information in the way of financial practices, internal activities and operations, may be made available to her in connection with her work pursuant to this agreement. Hudnall agrees not to disclose the confidential information to any third party at any time following execution of this agreement. This clause shall survive the termination of this agreement.

8. This agreement constitutes the entire agreement between the parties.

9. This agreement shall be governed by the laws of the State of Alabama. Venue of any action to enforce the terms of this agreement shall be in the Circuit Court of Madison County, Alabama.

**IN WITNESS WHEREOF**, the parties hereto have executed this agreement on the day and year first above written.

**MERRILL HUDNALL, DVM**

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**CITY OF HUNTSVILLE, ALABAMA**

ATTEST:

a municipal corporation

By: \_\_\_\_\_

BY: \_\_\_\_\_

Shaundrika Edwards

Tommy Battle

ITS: City Clerk

ITS: Mayor