



Huntsville, Alabama

305 Fountain Circle
Huntsville, AL 35801

Cover Memo

Meeting Type: City Council Regular Meeting **Meeting Date:** 3/27/2025

File ID: TMP-5327

Department: Animal Services

Subject:

Type of Action: Approval/Action

Resolution authorizing the Mayor to enter into an Amendment, Assignment, and Assumption Agreement by and between the City of Huntsville, Merrill Hudnall, DVM, and Luminous Vet Services, LLC.

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:

District: District 1 District 2 District 3 District 4 District 5

Additional Comments:

Assigning Professional Services agreement to one Luminous Vet Services, LLC, affiliate of Merrill Hudnall, DVM.

RESOLUTION NO. 25-

BE IT RESOLVED by the City Council of the City of Huntsville, Alabama, that the Mayor be, is hereby authorized to enter into an Assignment and Assumption Agreement by And between the City of Huntsville and Luminous Vet Services, LLC, 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 "Assignment and Assumption Agreement By And Between the City of Huntsville and Luminous Vet Services, LLC.," consisting of two (2) pages and the date of March 27, 2025, 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 27th day of March, 2025.

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

APPROVED this the 27th day of March, 2025.

Mayor of the City of Huntsville,
Alabama

**ASSIGNMENT AND ASSUMPTION
AGREEMENT**

This Assignment and Assumption Agreement (this "Assignment") is made effective March 27, 2025 (the "Effective Date") by and among the City of Huntsville (the "City"), Merrill Hudnall, DVM and Luminous Vet Services, LLC. In this Assignment, the City, Merrill Hudnall, DVM and Luminous Vet Services, LLC., are collectively referred to as the "Parties," and each, individually, as a "Party."

RECITALS

A. Merrill Hudnall, DVM and the City entered into a Professional Services Agreement (the "Agreement") effective as of November 21, 2024 (the "Agreement") pursuant to Huntsville City Council Resolution No. 24-889. Under the terms of the Agreement, the City authorizes Merrill Hudnall, DVM to provide professional services as a licensed veterinarian to the City's Animal Services Department.

B. As of the Effective Date, Merrill Hudnall, DVM has transferred the operation and services to Luminous Vet Services, LLC, an affiliate of Merrill Hudnall, DVM. Under the terms of this Assignment, the Parties wish to assign Merrill Hudnall, DVM's rights and obligations under the Agreement to Luminous Vet Services, LLC. To the extent a term is undefined in this Assignment, but is defined in the Agreement, the term has the meaning stated in the Agreement.

For and in consideration of the mutual covenants, rights, and obligations set forth in this Assignment, the Parties agree as follows:

1. Assignment and Assumption. By this Assignment, Merrill Hudnall, DVM assigns the Agreement to Luminous Vet Services, LLC and Luminous Vet Services, LLC hereby assumes all of Merrill Hudnall, DVM's rights and obligations under the Agreement. The City expressly consents to Merrill Hudnall, DVM assigning all rights and obligations of the Agreement to Luminous Vet Services, LLC. This Assignment will be binding upon the Parties and their respective successors and assigns. This Assignment will not confer any rights or remedies upon any third parties.

2. Insurance. Luminous Vet Services, LLC, shall provide a certificate of insurance to the City providing proof that Luminous Vet Services, LLC has insurance as required by the Agreement.

3. Governing Law. This Assignment is to be governed and construed according to the laws of the State of Alabama without regard to conflicts of law.

4. Counterparts. The Parties may execute this Assignment in any number of counterparts, each of which is deemed an original, but all of which together constitute one and the same instrument. This Assignment may be executed by facsimile, PDF, or other electronic signature.

5. Construction. All Parties have been advised to seek their own independent counsel concerning the interpretation and legal effect of this Assignment and have either obtained such counsel or have intentionally refrained from doing so and have knowingly and voluntarily waived such right. Consequently, the normal rule of construction to the effect that any drafting ambiguities are to be resolved against the drafting Party will not be employed in the interpretation of this Assignment.

6. Notices and Submissions. All notices and payment under the Agreement are effective if hand delivered or sent by overnight courier or by certified mail return receipt requested to the following address.

Luminous Vet Services, LLC.
2410 Rothmore Dr SW
Huntsville, AL 35803
Attn: Merrill Kay Hudnall

President of the City Council of
the City of Huntsville, Alabama
Date: March 27, 2025

[Signature Page Follows]

Signature Page

By their authorized representative's signature, the Parties agree to and accept this Assignment.

CITY OF HUNTSVILLE
a municipal corporation in the State of
Alabama

Luminous Vet Services, LLC.

By: _____
Tommy Battle
Its Mayor

By: _____
Merrill Kay Hudnall
Its: Chief Operating Officer

Date: March 27, 2025

Date: _____

Attest: _____
Shaundrika Edwards
Its City Clerk

Attest: _____

Date: March 27, 2025

Date: _____

Merrill Hudnall, DVM

Date: _____

Attest: _____

Date: _____