

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made and entered into this 1st day of January, 2024, by and between Hughes County, a county located in the U.S. State of South Dakota, Party of the First Part, hereafter referred to as “County”, and Animal Clinic of Pierre, PC, by and through its principal, Dr. Christina L. Fischer, of Pierre, Hughes County, South Dakota, Party of the Second Part, hereafter referred to as “Veterinarian”.

WHEREAS:

- (i) This agreement has been authorized by the governing body of Hughes County, South Dakota;
- (ii) Dr. Christina L. Fischer is a licensed veterinarian, and the County wishes to retain Animal Clinic of Pierre, PC, by and through its principal, Dr. Christina L. Fischer for its services for the purposes expressed in this agreement;
- (iii) Veterinarian understands the terms and conditions of this agreement, and accordingly, it is mutually agreed between County and Veterinarian as follows:
 1. Veterinarian will maintain a small animal veterinary clinic at 118 E. Missouri Ave, Pierre, SD.
 2. Veterinarian agrees to generally board, maintain, and if the appropriateness is confirmed through the County’s proper procedures, euthanize animals which are collected by the animal control officer or law enforcement authorities of the County and for the general purpose of providing the County an animal shelter or pound.
 3. The accommodations to be furnished by Veterinarian in boarding the animal shall be customary and appropriate storage facilities, appropriately maintained in a good, clean and safe manner, to the general end that the animal so boarded will be humanely treated and cared for.
 4. Veterinarian shall permit the County's animal control officer, or other appropriately designated law enforcement officials of the County, 24 hour a day access to the veterinary clinic for the purpose of delivering animals, which have been collected by the County's law enforcement personnel.
 5. Upon claims properly presented to the County, County agrees to pay Veterinarian for professional services rendered, as follows:

- (i) If a collected animal is delivered to the clinic by the County, Veterinarian shall be paid an administrative fee of \$12.00; When collecting and delivering a litter aged 4-12 weeks old with or without a nursing female, the County shall pay Veterinarian a \$12.00 administrative fee plus \$6.00 per additional individual animal. The \$12.00 administrative fee will hold in the instance of delivering a litter of neonates < 4weeks old with or without a nursing female.
- (ii) If a collected animal delivered to the clinic by the County, cared for by the Veterinarian, for any part of a day, claimed during business hours of the day it is collected, Veterinarian shall be paid a boarding fee of \$12.00;
- (iii) If a collected animal is sheltered overnight, County shall pay to Veterinarian a \$12.00 per day charge, up to a maximum of five (5) days, except when the 5th day falls after regular business hours Monday through Friday; or on a Saturday, Sunday or Holiday, or as otherwise specified by law enforcement (i.e. rabies quarantine or legal cases);
- (iv) If the 5th day falls after regular business hours Monday through Friday or on a Saturday, Sunday, or Holiday, the County shall pay \$12.00 per day until the next regular business day;
- (v) Additionally, County shall pay Veterinarian \$34.00 for any animal euthanized, as hereafter provided.
- (vi) In the instance of boarding a quarantine or "bite case", the County shall pay Veterinarian a \$16.00 per day charge. Additionally, owners of said quarantine or "bite case" animals, are NOT permitted to have contact with said animal at the clinic unless the animal owner is accompanied by the animal control officer or other law enforcement official of the County. County assumes all responsibility and liability during such visits.
- (vii) In the instance of collecting a litter of neonates < 4weeks old with or without a nursing female, the County shall pay Veterinarian a \$16.00 per day boarding charge. In the instance of collecting a litter aged 4-12 weeks old with or without a nursing female, the County shall pay Veterinarian a \$12.00 per day boarding charge plus \$6.00 per additional individual animal per day.
- (viii) When an animal delivered is found to have fleas or a similar contagious parasite, then County will allow Veterinarian to treat that animal with a parasiticide when it can be safely administered by Veterinarian. County will pay for the flea treatment at a discount of 25% off the clinic's selling price. If collected animal

should have an adverse event/reaction to the flea treatment, County will not hold Veterinarian or her staff responsible or liable.

- (ix) County shall pay Veterinarian for any additional professional services specifically requested by the animal control officer or law enforcement personnel. Some examples include but are not limited to after-hours care and rabies testing services.
- 6. Veterinarian agrees to euthanize any animals so ordered by County unless arrangements satisfactory to the County are made for a responsible person or organization to assume custody of the animal. County shall permit Veterinarian, at her discretion, to immediately euthanize any unclaimed collected animal deemed to be severely suffering due to injury or illness.
- 7. County shall remain solely responsible for the collecting and delivery of all animals to the clinic, and shall forthwith, at the request of Veterinarian, remove euthanized animal and dispose of the same, at the expense of the County.
- 8. Veterinarian agrees not to release any animal collected and boarded without receiving authority from the County, by and through its law enforcement personnel, using such procedures as the County and Veterinarian shall hereafter and from time to time develop. County shall remain solely responsible for the release of collected animal to owners that may occur after normal clinic business hours, weekends, or holidays.
- 9. County is aware of and knowingly assumes the inherent risks of boarding animals, and placing animals for such boarding and taking control of the animals for boarding. If collected animal should injure itself, refuse food, soil itself, become ill, or die while at clinic, County will not hold Veterinarian or her staff responsible or liable.
- 10. Terms of this agreement shall commence on January 1, 2024, and terminate on December 31, 2024, unless either party shall give thirty (30) days written notice to the other of their desire to terminate the agreement.
- 11. This agreement shall bind the parties hereto, and their successors and assigns in interest.

DATED this ____ day of _____, 20__.

HUGHES COUNTY, SOUTH DAKOTA

By: _____

County Manager

DATED this ____ day of _____, 20__.

ATTEST:

Finance Officer

DATED this 5th day of November, 2023.

ANIMAL CLINIC OF PIERRE, PC

By: Dr. Christina L. Fischer
Dr. Christina L. Fischer
Principal