COUNTY COMMISSION

BALDWIN COUNTY
312 Courthouse Square, Suite 12
Bay Minette, Alabama 36507
(251) 580-2564
(251) 580-2500 Fax
agary@baldwincountyal.gov
www.baldwincountyal.gov

ANU GARY
Records Manager

MONICA E. TAYLOR
Assistant Records Manager

May 14, 2014

Mr. Gary L. Wolfe
Wolfe-Bayview Funeral Homes and Crematory, Inc.
19698 Greeno Road
Fairhope, Alabama 36532

RE: Correction to Contract for Professional Services with Wolfe-Bayview Funeral Homes & Crematory, Inc.

Dear Mr. Wolfe:

Enclosed for your file is a **fully executed original** *Contract for Professional Services* approved during the May 6, 2014, Baldwin County Commission meeting, between the Commission and Wolfe-Bayview Funeral Homes and Crematory, Inc. for the provision of indigent cremation/burial services for Baldwin County.

If you have any questions or need further assistance, please do not hesitate to Kelly Childress, Council on Aging Coordinator, at (251) 972-8506.

Sincerely,

ANU GARY, Records Manager
Baldwin County Commission

AG/met Item BE1

cc: Kelly Childress (Original Contract)
David Brewer

ENCLOSURE

(BALDWIN COUNTY IS AN EQUAL OPPORTUNITY EMPLOYER M/F)

State of Alabama)
County of Baldwin)

CONTRACT FOR PROFESSIONAL SERVICES

This **Contract for Professional Services** is made and entered into by and between the County of Baldwin (hereinafter called "COUNTY") acting by and through its governing body, the Baldwin County Commission and Wolfe-Bayview Funeral Homes & Crematory, Inc., (hereinafter referred to as "PROVIDER").

WITNESSETH:

Whereas, in accordance with Section 38-8-2 of the Code of Alabama (1975), Burial of persons dying with no estate and leaving no relatives in the county with the ability or estate adequate to defray his necessary burial expenses, the County desires to provide for the Indigent Burial/Cremation needs of the County; and

Whereas, the PROVIDER has agreed to serve the Indigent Burial/Cremation needs of COUNTY as set forth in **Exhibit A.**

NOW, THEREFORE, in consideration of the premises and the mutual covenants herein contained, the sufficiency of which being hereby acknowledged, PROVIDER and COUNTY do hereby agree as follows:

I. Definitions. The following terms shall have the following meanings:

A.	COUNTY:	Baldwin County, Alabama
B.	COMMISSION:	Baldwin County Commission
C.	PROVIDER:	Wolfe-Bayview Funeral Homes & Crematory, Inc.

II. Obligations Generally. The COUNTY hereby employs, and the PROVIDER agrees to perform for the COUNTY, those public works services as hereinafter set forth. This document shall serve as the binding contract for the services of PROVIDER. PROVIDER shall immediately commence performance of the services outlined herein upon full execution of this Contract. All work shall be commenced and completed in a timely manner as, and at the times, herein set out.

III. Recitals Included. The above recitals and statements are incorporated as part of this Agreement, and shall have the effect and enforceability as all other provisions herein.

IV. Professional Qualifications. For the purpose of this Contract, the PROVIDER represents and warrants to the COUNTY that it possesses the professional, technical, and administrative personnel with the specific experience and training necessary to provide the professional services required herein.

V. No Prohibited Exclusive Franchise. The COUNTY neither perceives nor intends, by this Contract, a granting of an exclusive franchise or violation of Art. I, Section 22 of the Alabama Constitution.

VI. Representation/Warranty of Certifications, Etc. PROVIDER represents and warrants that PROVIDER is presently certified, licensed and otherwise permitted under all necessary and applicable laws and regulations to perform the services herein, and that PROVIDER shall renew, maintain, and otherwise ensure that all such certifications, licenses, and permits are current and valid, without interruption, for and through completion of the services. The representation and warranty aforesaid is a material inducement to the COUNTY in entering this Contract, and the parties agree that the breach thereof shall be deemed material at the County's option.

VII. Legal Compliance. PROVIDER shall at all times comply with all applicable Federal, State, local and municipal laws and regulations.

VIII. Independent Contractor. PROVIDER acknowledges that it is an independent contractor, and PROVIDER shall at all times remain as such in performing the services under this Contract. PROVIDER 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 PROVIDER 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 aforementioned services, and that the COUNTY's interests herein are expressly limited to the results of said services. PROVIDER is not entitled to unemployment insurance benefits, and PROVIDER is responsible for and obligated to pay any and all federal and state income tax on any monies paid pursuant to this Contract.

IX. No Agency Created. It is neither the express nor the implied intent of PROVIDER or COUNTY to create an agency relationship pursuant to this Agreement; therefore, the PROVIDER does not in any manner act on behalf of COUNTY and the creation of such a relationship is prohibited and void.

X. Unenforceable Provisions. If any one or more of the provisions contained herein shall, for any reason, be held to be invalid, illegal or

unenforceable in any respect, then such provision or provisions shall be deemed severable from the remaining provisions hereof, and such invalidity, illegality or unenforceability shall not affect any other provision hereof. This Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

XI. Entire Agreement. This agreement represents the entire and integrated agreement between COUNTY and PROVIDER and supersedes all prior negotiations, representations, or agreements, either written or oral. This agreement may be amended only by written instrument signed by all parties.

XII. Failure to Strictly Enforce Performance. The failure of the COUNTY to insist upon the strict performance of any of the terms, covenants, agreements and conditions of this Contract shall not constitute, and shall never be asserted by PROVIDER as constituting, a default or be construed as a waiver or relinquishment of the right of the COUNTY to thereafter enforce any such term, covenant, agreement, or condition, but the same shall continue in full force and effect.

XIII. Assignment. This Contract or any interest herein shall not be assigned transferred or otherwise encumbered by PROVIDER without the prior written consent of the COUNTY, which may be withheld or granted in the sole discretion of the COUNTY.

XIV. Ownership of Documents/Work. The COUNTY shall be the owner of all copyright or other intellectual property rights in reports, documents and deliverables produced and paid for under this Contract, and to the extent permitted by Alabama law, any such material may be reproduced and reused at the discretion of the COUNTY without payment of further consideration. PROVIDER shall not transfer, disclose, or otherwise use such information for any purpose other than in performance of the services hereunder, without the COUNTY's prior written consent, which may be withheld or granted in the sole discretion of the COUNTY.

XV. Notice. Notice required herein shall be in writing, unless otherwise allowed, and said notice shall be deemed effective when received at the following addresses:

PROVIDER: Wolfe-Bayview Funeral Homes and Crematory, Inc.
19698 Greeno Road
Fairhope, Alabama 36532

COUNTY: Baldwin County Commission
c/o Chairman
312 Courthouse Square
Suite 12
Bay Minette, Alabama 36507

XVI. Services to be Rendered. PROVIDER is retained by the COUNTY as a professionally-qualified contractor. The general scope of work for the services shall include all the terms and conditions set forth at **Exhibit A** hereto, the same being expressly incorporated herein by reference, and without limitation.

A. PROVIDER will provide ongoing communications with COUNTY regarding this service, including updates, emails and etc. as requested. Additionally, PROVIDER will meet with COUNTY as needed or requested.

B. PROVIDER is responsible for the professional quality, technical accuracy, timely completion and coordination of all services furnished by or in relation to this Contract.

C. PROVIDER represents and warrants that its services shall be performed within the limits and standards provided by the COUNTY, in a manner consistent with the level of care and skill ordinarily exercised by similar providers under similar circumstances at the time the services are performed.

XVII. General Responsibilities of the COUNTY.

A. The COUNTY shall provide reasonable notice to PROVIDER whenever the COUNTY actually observes or otherwise actually becomes aware of any development that affects the scope or time of PROVIDER's services hereunder or any defect or nonconformance in the work of PROVIDER.

B. The COUNTY shall pay to PROVIDER the compensation as, and subject to the terms set out below.

XVIII. Termination of Services. The COUNTY or PROVIDER may terminate this contract, with or without cause or reason, by giving thirty (30) days written notice of such to the other party. Upon receipt of such notices, PROVIDER shall discontinue its work to the extent specified in the notice.

In the event of termination, the COUNTY shall pay PROVIDER for all services satisfactorily rendered, and for any expenses deemed by COUNTY to be a reimbursable expense incurred pursuant to this Contract and prior to the date of termination.

XIX. Compensation Limited. The compensation to be paid to the PROVIDER shall be the full compensation for all work performed by PROVIDER under this Contract. Any and all additional expenditures or expenses of PROVIDER, not listed in full within this Contract, shall not be considered as a part of this Agreement and shall not be demanded by PROVIDER or paid by COUNTY.

XX. Direct Expenses. Compensation to PROVIDER for work shall be as set forth in Exhibit A. Said compensation shall be all inclusive, including without limitation, reimbursement of all cost, incidentals and operating expense associated with those directly engaged in performance of the requested services

XXI. Method of Payment. PROVIDER shall submit invoices to the COUNTY for payment for work performed. Such invoice shall be accompanied by a detailed account of compensation to be paid PROVIDER.

Payment shall be made by the COUNTY within thirty (30) days of the approval of the invoice submitted by the PROVIDER. The COUNTY agrees to review and approve invoices submitted for payment in a timely manner.

XXII. Effective and Termination Dates. This Contract shall be effective and commence immediately upon the same date as its full execution, and shall terminate in thirty-six (36) months or upon a written notification thereof received by either party within the required thirty (30) day period. [Nothing herein stated shall prohibit the parties from otherwise terminating this Contract according to the provisions herein.]

XXIII. Force Majeure. The Parties hereto shall incur no liability to the other if performance becomes impossible or impracticable by reason on an event or effect that the parties could neither have anticipated nor controlled. This allowance shall include both an act of nature and acts of third parties. Any costs that would otherwise be incurred and/or necessitated by the provisions herein shall be alleviated for either party by such event or effect.

XXIV. Indemnification. Provider shall indemnify, defend and hold County and its Commissioners, affiliates, employees, agents, and representatives (collectively "County") harmless from and against any and all claims, demands, liabilities, damages, losses, judgments, costs, and expenses including, without limitation, attorneys' fees, and costs, for any and all personal injury (including death) and property damage of any kind or nature

whatsoever, incurred by, asserted against, or imposed upon County, as a result of or in any manner related to provision of services hereunder, or any act or omission, by Provider. Contractor shall provide the COUNTY with proof of general liability coverage including the COUNTY as an additional insured. This indemnification shall survive the expiration or termination of this Contract.

XXV. Number of Originals. This Agreement shall be executed with three originals, all of which are equally valid as an original.

XXVI: Governing Law: This Contract in all respects, including without limitation its formation, validity, construction, enforceability and available remedies, shall be governed by the laws of the State of Alabama, without regard to Alabama conflict of law principles.

XXVII: Insurance: Prior to performing services pursuant to this Agreement, Provider shall carry, with insurers satisfactory to County, throughout the term of hereof, Auto Liability Insurance, including owned, hired and non-owned vehicles, with limits of not less than $1,000,000, combined single limit, for both bodily injury liability and property damage liability each occurrence; Commercial General Liability Insurance, including all contractual liability hereunder, with limits not less than $1,000,000, combined single limit, for both bodily injury liability and property damage liability each occurrence; and Worker's Compensation Insurance, meeting the statutory limits of the State of Alabama and Employer's Liability Insurance fully covering all employees and supervisors participating in the work at the subject property site. All liability insurance shall name the County as an additional insured. Prior to commencing operations hereunder, a Certificate of Insurance evidencing such coverage, satisfactory to County, shall be furnished to County, which shall specifically state that such insurance shall provide for at least ten (10) days' notice to County in the event of cancellation, termination or any change in such insurance policies. The workers compensation certificate shall bear an endorsement clearly evidencing a waiver of the right of subrogation against County and County Representatives. Should Provider fail to furnish current evidence upon demand of any insurance required hereunder, or in the event of cancellation, termination or change in any such insurance, County may, at its option, suspend this Agreement until insurance is obtained, terminate this Agreement immediately without further action, or hold Provider in material default and pursue any and all remedies available.

IN WITNESS WHEREOF, the parties hereto have executed this contract on the last day of execution by the COUNTY as written below.

COUNTY

5/13/14

CHARLES F. GRUBER, Chairman /Date

ATTEST:

5·13·2014

DAVID A. Z. BREWER, /Date
County Administrator

State of Alabama)

County of Baldwin)

I, Gloria Whitton Bitto, a Notary Public in and for said County, in said State, hereby certify that, Charles F. Gruber, whose name as Chairman of Baldwin County Commission, and David A. Z. Brewer, whose name as County Administrator of the Baldwin County Commission, are known to me, acknowledged before me on this day that, being informed of the contents of the Contract for Professional and Construction Services, they, as such officers and with full authority, executed same knowingly and with full authority to do so on behalf of said Commission.

Given under my hand and official seal, this the 13th day of May, 2014.

Notary Public
My Commission Expires

GLORIA WHITTON BITTO
Notary Public, Alabama State At Large
My Commission Expires March 7, 2018

SIGNATURE PAGE AND NOTARY PAGE TO FOLLOW

Wolfe-Bayview Funeral Homes & Crematory, Inc.
PROVIDER:

5/9/14

By: Gary L. Wolfe /Date
Its: President

State of Alabama)

County of Baldwin)

I, Shirli Kralik, Notary Public in and for said County and State, hereby certify that Gary L. Wolfe, as President of Wolfe-Bayview Funeral Homes & Crematory, Inc., whose name is signed to the foregoing in that capacity, and who is known to me, acknowledged before me on this day that, being informed of the contents of the foregoing, he executed the same voluntarily on the day the same bears date for and as an act of said domestic corporation.

GIVEN under my hand and seal on this the 9th day of May, 2014.

Shirli Kralik
Notary Public
My Commission Expires 3/22/2016

Wolfe-Bayview

Funeral Homes & Crematory, Inc.

February 12, 2014

EXHIBIT A

To: Baldwin County Council on Aging

Ré: Proposal for Indigent Services to be provided by Wolfe-Bayview Funeral Homes and Crematory.

Option 1: **$500.00 (Cremation package)**

This services includes:

- Basic services of Funeral Director and Staff
- Filing any necessary legal documents
- Transfer of Remains to funeral home from place of death
- Cremation process
- Scattering of cremains in scattering garden
- Minimum black plastic urn

Option 11: **$2385.00 (Burial package)**

This service includes:

- Basic services of Funeral Director and Staff
- Filing any necessary legal documents
- Transfer of remains to Funeral Home from place of death
- Embalming and/or other preparation of the remains
- Minimum casket
- Minimum vault
- Cemetery lot (perpetual care cemetery)
- Open/close of grave
- Flat Granite Marker – 2ft x 1ft (lettered and installed)

Thank you, in advance, for your consideration in the matter.

Sincerely,

Gary Wolfe

27409 U.S. Hwy 98
Daphne, AL 36526
(251) 625-2900
Fax (251) 625-2888

25102 State Street
Elberta, AL 36530
(251) 986-3071
Fax (251) 986-3073

19698 Greeno Rd.
Fairhope, AL 36532
(251) 990-7775
Fax (251) 990-7776

2551 So. McKenzie St.
Foley, AL 36535
(251) 943-2391
Fax (251) 943-2392