



## 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

April 5, 2017

Mr. Tim Street  
General Manager  
Pine Rest Funeral Home and Memorial Park, LLC  
Post Office Box 328  
Foley, Alabama 36536

**RE: Contract for Indigent Cremation/Burial Services**

Dear Mr. Street:

Please find enclosed a **fully executed original** *Contract for Professional Services* approved during the March 7, 2017, Baldwin County Commission meeting, between the Commission and Pine Rest Funeral Home and Memorial Park, LLC for the provision of Indigent Cremation/Burial Services for Baldwin County. This *Contract* shall expire thirty-six (36) months from its effective date of April 1, 2017.

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

Sincerely,

ANU GARY, Records Manager  
Baldwin County Commission

AG/met Item BD1

cc: Kelly Childress  
Beverly Johnson  
Ron Cink

ENCLOSURE

State of Alabama     )  
County of Baldwin    )

**CONTRACT FOR PROFESSIONAL SERVICES**

This **Contract for Professional Services** (the “Contract”) 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 Pine Rest Funeral Home and Memorial Part, LLC (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 retain services for indigent burials; and

**Whereas**, the PROVIDER shall 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:

- i. COUNTY:           Baldwin County, Alabama
- ii. COMMISSION:    Baldwin County Commission
- iii. PROVIDER:      Pine Rest Funeral Home and Memorial Park, LLC

**II. Obligations Generally.** The COUNTY hereby retains, 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 Contract, 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, rules 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 Contract represents the entire and integrated agreement between COUNTY and PROVIDER and supersedes all prior negotiations, representations, or agreements, either written or oral. This Contract 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: Pine Rest Funeral Home and Memorial Park, LLC  
P.O. Box 328  
Foley, AL 36536

COUNTY: Baldwin County Commission  
c/o Chairman  
312 Courthouse Square  
Suite 12  
Bay Minette, AL 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 in **Exhibit A** hereto, the same being expressly incorporated herein by reference, and without limitation, the following:

i. 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.

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

iii. 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.**

i. 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.

ii. 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. Compensation.** 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 upon either the expiration of no more than thirty-six (36) months after full execution. [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 limitations, 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. PROVIDER 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 Contract shall be executed with two originals, both 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.

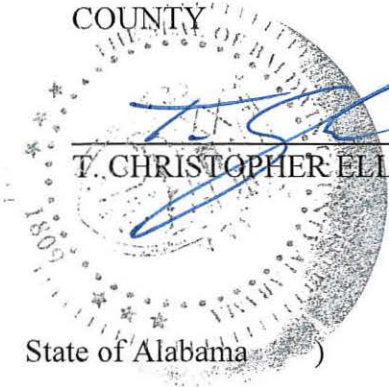
**XXVII: Insurance:** Prior to performing services pursuant to this Agreement, Provider shall carry, with insurers satisfactory to County, throughout the term of hereof, Auto Liability Insurance, including owned, hired and non-owned vehicles, with limits of not less than \$1,000,000, combined single 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

ATTEST:



T. Christopher Elliott 4/4/17  
T. CHRISTOPHER ELLIOTT, Chairman /Date

Ronald J. Cink 4/4/17  
RONALD J. CINK, /Date  
County Administrator

State of Alabama )

County of Baldwin )

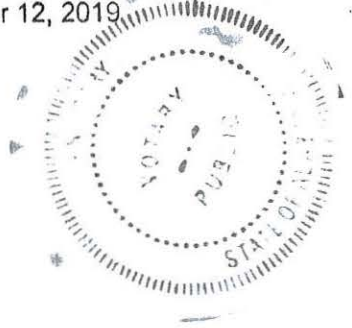
I, Anu Gary, a Notary Public in and for said County, in said State, hereby certify that, T. Christopher Elliott, whose name as Chairman of Baldwin County Commission, and Ronald J. Cink, whose name as County Administrator, are known to me, acknowledged before me on this day that, being informed of the contents of the Contract for Professional 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 day of 4th of April, 2017.

Anu Gary  
Notary Public  
My Commission Expires:


My Commission Expires:  
October 12, 2019

**SIGNATURE PAGE AND NOTARY PAGE TO FOLLOW**





Pine Rest Funeral Home and Memorial Park, LLC  
PROVIDER:

  
\_\_\_\_\_, 3/27/17  
By: Tim Street /Date  
Its: General Manager

State of Alabama)

County of Baldwin )

I, Donna Howell, Notary Public in and for said County and State, hereby certify that Tim Street, General Manager of Pine Rest Funeral Home and Memorial Park, LLC., 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, executed the same voluntarily on the day the same bears date for and as an act of said limited liability company.

GIVEN under my hand and seal on this the 27<sup>th</sup> day of March, 2017.

MY COMMISSION EXPIRES:  
June 16, 2019

\_\_\_\_\_  
Notary Public  
My Commission Expires:



## Pine Rest Funeral Home and Memorial Park, LLC

P.O. Box 328  
Foley, AL 36536  
251-943-5667

Baldwin County Council on Aging  
22251 Palmer Street  
Robertsdale, AL 36567

January 27, 2017

Mrs. Beverly Johnson  
22251 Palmer Street  
Robertsdale, AL 36567

Dear Beverly,


Thank you for giving Pine Rest Funeral Home and Memorial Park, LLC the opportunity to submit a quote on the indigent burial program. As you may know Pine Rest Funeral Home and Memorial Park, LLC is under new family ownership and management. Please find below our quote for both Simple Cremation and Burial Package.

Simple cremation which includes the following services      \$475.00  
Basic Services of the funeral director and staff  
Filling of any necessary legal documents  
Transfer of the deceased into our care from the place of death or other funeral home  
Cremation Process  
Scattering of cremains in scattering garden or return to County Coroner's Office  
Minimum container for cremains

Burial package to include the following      \$1,925.00  
Basic services of the funeral director and staff  
Filling any necessary legal documents  
Transfer of the deceased into our care from the place of death or other funeral home  
Embalming and Preparation of the remains  
Minimum Casket  
Minimum Vault  
Cemetery lot in Pine Rest Memorial Park  
Opening/ Closing of the grave  
24x12 granite grave marker ( includes lettering and installation)

If you have any questions or concerns please don't hesitate to contact me the funeral home number is (251) 943-5667 or my cell phone number is (251) 377-4797. Again thank you for the opportunity in submitting a quote.

Sincerely,

A handwritten signature in black ink, appearing to be 'Tim Street', written over a horizontal line.

Tim Street  
General Manager  
Pine Rest Funeral Home and Memorial Park, LLC