



Dale County Commission

Commission Meeting Minutes July 28, 2026

The Dale County Commission convened in a regular session Tuesday, July 28, 2026, the following members were present: Chairman Steve McKinnon; District One Commissioner Chris Carroll; District Two Commissioner Donald O. Grantham; District Three Commissioner Adam Enfinger; District Four Commissioner Frankie Wilson.

Chairman McKinnon called the meeting to order at 10:00am. Commissioner Carroll opened with prayer. Commissioner Wilson followed with the Pledge of Allegiance.

APPROVED – AGENDA, MINUTES & MEMORANDUM OF WARRANTS

Commissioner Carroll made a motion to approve the agenda, minutes, and memorandum of warrants.

Memorandum of Warrants:

- Accounts Payable Check Numbers: 105994– 106069.
- Payroll Check Numbers: 155098– 155102.
- Direct Deposit Check Numbers: 437276- 437428.

Minutes: Commission Meeting of July 14, 2026.

Commissioner Enfinger seconded the motion, all voted aye. Motion carried.

APPROVED – PERSONNEL

Commissioner Enfinger made a motion to approve the following:

Education Travel:

Sheila Waller, Brandy Lavendar, Mark Ashcroft – Reappraisal – AAAO Summer Conference – Orange Beach, AL – 08/04-06/2026 - \$7,343.38 Amended from 07/14/26.

Commissioner Wilson seconded the motion, all voted aye. Motion carried.

APPROVED – GIS IMAGERY CONTRACT AMENDMENT

Commissioner Wilson a motion to approve an amendment, 6" from 3", to the 2023 Eagleview GIS Imagery Contract Amendment for the Appraisal department. Exhibit 1.

Commissioner Enfinger seconded the motion, all voted aye. Motion carried.

APPROVED – 10-DAY POSTING OF JOB DESCRIPTIONS

Commissioner Enfinger made a motion to approve a 10-day posting of updated job descriptions for the Appraisal department.

Commissioner Grantham seconded the motion, all voted aye. Motion carried.

APPROVED – FLAGSHIP MAPPING SERVICES

Commissioner Grantham made a motion to approve an agreement with Flagship for mapping services for the Appraisal department. Exhibit 2.

Commissioner Wilson seconded the motion, all voted aye. Motion carried.

APPROVED – EMA STATE SUBAWARD

Commissioner Carroll made a motion to approve the 26CLEM State Subaward for EMA department. Exhibit 3.

Commissioner Grantham seconded the motion, all voted aye. Motion carried.

APPROVED – SARCOA MEMORANDUM OF UNDERSTANDING

Commissioner Enfinger made a motion to approve a memorandum of understanding with SARCOA for EMA department. Exhibit 4.

Commissioner Grantham seconded the motion, all voted aye. Motion carried.

APPROVED – EMS TAG DISTRIBUTION

Commissioner Carroll made a motion to approve the EMS Tag Distribution for April-June, 2026. Exhibit 5.

Commissioner Grantham seconded the motion, all voted aye. Motion carried.

APPROVED – OPPORTUNITY ZONE 2.0 SUBMISSION

Commissioner Carroll made a motion to approve a letter to AL Dept of Economic and Community Affairs. Exhibit 6.

Commissioner Grantham seconded the motion, all voted aye. Motion carried.

APPROVED – CLASSIFICATION AND PAY PLAN AMENDMENT

Commissioner Wilson made a motion to approve the addition of two new job descriptions, Judicial Assistant I, Judicial Assistant II, and the deletion of Judicial Asst/Probate Clerk. Exhibit 7.

Commissioner Enfinger seconded the motion, all voted aye. Motion carried.

APPROVED – SOLID WASTE COPIER AGREEMENT

Commissioner Enfinger made a motion to approve the expenditure for a copier machine and service for the Solid Waste dept. Exhibit 8.

Commissioner Wilson seconded the motion, all voted aye. Motion carried.

APPROVED – CAPITAL ASSETS & BUDGET AMENDMENT

Commissioner Grantham made a motion to approve the expenditure for mowers, disposal of assets #2499 and #2504, and budget amendment. Exhibit 9.

Commissioner Carroll seconded the motion, all voted aye. Motion carried.

APPROVED – INDIGENT FINAL DISPOSITION POLICY

Commissioner Carroll made a motion to approve an Indigent Final Disposition Policy. Exhibit 10.

Commissioner Enfinger seconded the motion, all voted aye. Motion carried.

APPROVED – INDIGENT CREMATION SERVICES

Commissioner Enfinger made a motion to approve an Agreement for Indigent Cremation Services with Searcy Funeral Home & Crematory. Exhibit 11.

Commissioner Wilson seconded the motion, all voted aye. Motion carried.

APPROVED – ONE HEALTH RECORD AGREEMENTS

Commissioner Enfinger made a motion to approve an Agreement with One Health Record. Exhibit 12.

Commissioner Grantham seconded the motion, all voted aye. Motion carried.

ANNOUNCEMENT – NEXT REGULAR MEETING

Chairman McKinnon announced that the next regular meeting of the Dale County Commission will be Tuesday, August 11, 2026, at 10:00am.

ADJOURNMENT: CONFIRMATORY STATEMENT

Commissioner Enfinger made a motion to adjourn the meeting. Commissioner Grantham seconded the motion. All voted aye. Motion carried.

It is hereby ordered the foregoing documents, resolutions, etc., be duly confirmed and entered into the minutes of the Dale County Commission as its official actions.



Steve McKinnon, Chairman



**AMENDMENT NO. 1 TO AGREEMENT DATED JULY 28, 2023
BETWEEN PICTOMETRY INTERNATIONAL CORP.
AND DALE COUNTY, AL**

1. This Amendment, including all Sections and Appendices referenced herein (collectively, this "Amendment") is entered into by and between Pictometry International Corp. and its affiliates, also dba EagleView, ("EagleView") and Dale County, AL ("Customer"), and supplements and modifies the terms of the Master Services Agreement dated July 28, 2023 as, to the extent applicable, previously modified by addenda or amendments thereto (collectively, the "Agreement"). Any purchase order or similar document issued by Customer in connection with this Amendment is issued solely for Customer's internal administrative purposes and the terms and conditions set forth on such purchase order shall be of no force or effect as between the parties. To the extent that there is any inconsistency between the terms set forth in this Amendment and those set forth in the Agreement, the terms set forth in this Amendment shall prevail.

2. MODIFICATIONS TO AGREEMENT:

a. The products, pricing, product parameters, and payment schedule set forth in the original Exhibit A Order Form to the Agreement dated July 28, 2023 ("Original Order Form") are replaced in their entirety with the products, pricing, product parameters, and payment schedule set forth in the Order Form in Section A to this Amendment.

b. Notwithstanding the replacement of the Original Order Form as set forth in Section 2(a), Customer understands and agrees that Customer remains obligated to pay any outstanding Fees for Products or Services delivered under the Original Order Form and such Fees will be paid in accordance with the terms and conditions stipulated in the Original Order Form. Furthermore, both Eagleview and Customer agree that no further delivery obligations exist for items on the Original Order Form.

c. The Maps attached to this Amendment shall be added to the Agreement.

d. All other terms and conditions set forth in the Agreement shall remain in full force and effect.

This Amendment is hereby accepted and agreed to by the undersigned parties and shall become effective upon the last date of execution by each Customer and EagleView (the "Effective Date").

PARTIES:

CUSTOMER	EAGLEVIEW
DALE COUNTY, AL	PICTOMETRY INTERNATIONAL CORP.
	A Delaware Corporation
SIGNATURE: 	SIGNATURE: 
NAME: Steve McKinnon	NAME:
TITLE: Chairman	TITLE:
EXECUTION DATE: 07-28-26	EXECUTION DATE:



SECTION A

CUSTOMER NAME:	Dale County, AL
ORDER FORM TERM (DURATION):	6 year(s)
ORDER FORM EFFECTIVE DATE:	
MASTER SERVICES AGREEMENT EFFECTIVE DATE: This Order Form is governed by the terms and conditions of the Master Services Agreement with the effective date listed between Pictometry International Corp. dba EagleView and Dale County, AL.	July 28, 2023

ORDER #
LC-10019552

BILL TO
Dale County, AL
Sheila Waller
101 Court Square
Ozark, Alabama 36361
(334) 774-2226
sheila.waller@dalecountyal.gov

SHIP TO
Dale County, AL
Sheila Waller
101 Court Square
Ozark, Alabama 36361
(334) 774-2226
sheila.waller@dalecountyal.gov

CUSTOMER ID	SALES REP	REFRESH FREQUENCY
A1227137	Lucas Furman	Biennial

PROJECT 1		
QTY	PRODUCT NAME	PRODUCT DESCRIPTION
594	EagleView Cloud - Imagery - 3in - Certified	Provides entitlement to the EagleView Platform, a secure hosted infrastructure and access to EagleView enabled workflow, analytics, and high-resolution imagery to dramatically improve efficiency for government agencies. Includes regular refreshes of ortho and oblique imagery at the GSD and frequency specified. Target capture season subject to weather and airspace permissions. Each refresh upgraded to include a certified orthomosaic produced in accordance with state and local requirements. Certified ortho also includes the application of visual improvements to customers' orthomosaic imagery. Services term commences on date of activation.
1	EagleView Cloud - Physical Delivery - Orthomosaic - Certified - 3in	Provides an offline copy of the orthomosaic tiles and mosaics at the GSD specified in the EagleView Cloud once per refresh. Files to be provided in industry standard formats selectable by the customer with delivery made via online download or physically via a hard drive media.
1	Eagleview Cloud - Software - Plus	Provides an unlimited number of authorized users the ability to login and access the EagleView Cloud software and analytics via the web-based EagleView Cloud platform. This software provides a robust complement of tools for engaging with imagery as well as additional project and collaboration tools, and access to mobile application. Requires the purchase of an EagleView - Imagery entitlement.
1	EagleView Cloud - Authorized Subdivisions	Extends the ability for a contracting county or non-state consortium of counties the ability to authorize access to their EagleView Cloud organization to any political unit or subdivision located totally or substantially within their boundary.
1	EagleView Cloud - Comprehensive Integration Bundle	Provides activation of integrations between the EagleView Cloud platform and compatible customer environments (including compatible CAMA providers, 911/PSAP, Cityworks, and ESRI/GIS) and via the Integrated Web Application.



1	EagleView Cloud - Disaster Response Program	Includes access to the EagleView Disaster Response Program which offers flights after an emergency or disaster. Refer to the attached detailed description of the Disaster Response Program.
1	EagleView Cloud - Early Access	Provides entitlement to imagery from counties neighboring the imagery AOI as part of EagleView Cloud. Also provides entitlement to Early Access to refreshed imagery captures which allows authorized users to use new imagery immediately following its preliminary processing and quality control checks and prior to its final processing. Early Access imagery will become available incrementally as it is processed, and it will remain available until final, fully processed imagery is made available through other means.
2	EagleView Cloud - Capture History	Includes access to historical ortho and oblique frame imagery from the EagleView archive. Quantity represents the number of calendar years of archive imagery available in EagleView Cloud.
1	EagleView Cloud - FutureView Advanced Training (Full)	Full conference registration to advanced training designed to maximize deployment. Includes airfare, hotel room for up to three nights, event registration, and round-trip airfare up to \$500. Customer will be provided with discount code to complete FutureView registration. (Air Travel Restrictions - 30 day advance purchase for airfare, Continental US only, per person round trip airfare at standard coach class rates through EagleView's travel provider only.) Credit must be redeemed within three years of agreement execution date.
31500	EagleView Cloud - ChangeFinder	Building outlines are created from the orthomosaic tiles of a specified newer Pictometry imagery source and classified relative to a specified, older imagery source. EagleView delivers digital building outlines from the newer imagery source and their classification attributes in shapefile and geodatabase formats. Coverage includes only locations specified in a single, customer-provided digital parcel shapefile. Parcels in the specified locations must be generally contiguous. All Pictometry imagery to be used must be licensed or owned by the customer. AccuPLUS or aerotriangulated orthomosaic tiles are used if licensed. Final invoiced amount will be adjusted for the actual quantity of records in the parcel file used for production. Use of older non-Pictometry-sourced imagery requires acceptance in advance. <i>Product Parameters:</i> Source One: Pictometry Outlines Source One Year 2024 Source Two: Pictometry Imagery Source Two Year: 2027 Deck Identification Method: Included in Building Outlines To Be Used in Connect Assessment: Yes (Must be ordered as a separate line item) Modified Technical Specification:

PROJECT 2		
QTY	PRODUCT NAME	PRODUCT DESCRIPTION
594	EagleView Cloud - Imagery - 3in - Certified	Provides entitlement to the EagleView Platform, a secure hosted infrastructure and access to EagleView enabled workflow, analytics, and high-resolution imagery to dramatically improve efficiency for government agencies. Includes regular refreshes of ortho and oblique imagery at the GSD and frequency specified. Target capture season subject to weather and airspace permissions. Each refresh upgraded to include a certified orthomosaic produced in accordance with state and local requirements. Certified ortho also includes the application of visual improvements to customers' orthomosaic imagery. Services term commences on date of activation.
1	EagleView Cloud - Physical Delivery - Orthomosaic - Certified - 3in	Provides an offline copy of the orthomosaic tiles and mosaics at the GSD specified in the EagleView Cloud once per refresh. Files to be provided in industry standard formats selectable by the customer with delivery made via online download or physically via a hard drive media.



1	Eagleview Cloud - Software - Plus	Provides an unlimited number of authorized users the ability to login and access the EagleView Cloud software and analytics via the web-based EagleView Cloud platform. This software provides a robust complement of tools for engaging with imagery as well as additional project and collaboration tools, and access to mobile application. Requires the purchase of an EagleView - Imagery entitlement.
1	EagleView Cloud - Authorized Subdivisions	Extends the ability for a contracting county or non-state consortium of counties the ability to authorize access to their EagleView Cloud organization to any political unit or subdivision located totally or substantially within their boundary.
1	EagleView Cloud - Comprehensive Integration Bundle	Provides activation of integrations between the EagleView Cloud platform and compatible customer environments (including compatible CAMA providers, 911/PSAP, Cityworks, and ESRI/GIS) and via the Integrated Web Application.
1	EagleView Cloud - Disaster Response Program	Includes access to the EagleView Disaster Response Program which offers flights after an emergency or disaster. Refer to the attached detailed description of the Disaster Response Program.
1	EagleView Cloud - Early Access	Provides entitlement to imagery from counties neighboring the imagery AOI as part of EagleView Cloud. Also provides entitlement to Early Access to refreshed imagery captures which allows authorized users to use new imagery immediately following its preliminary processing and quality control checks and prior to its final processing. Early Access imagery will become available incrementally as it is processed, and it will remain available until final, fully processed imagery is made available through other means.
2	EagleView Cloud - Capture History	Includes access to historical ortho and oblique frame imagery from the EagleView archive. Quantity represents the number of calendar years of archive imagery available in EagleView Cloud.
31500	EagleView Cloud - ChangeFinder	Building outlines are created from the orthomosaic tiles of a specified newer Pictometry imagery source and classified relative to a specified, older imagery source. EagleView delivers digital building outlines from the newer imagery source and their classification attributes in shapefile and geodatabase formats. Coverage includes only locations specified in a single, customer-provided digital parcel shapefile. Parcels in the specified locations must be generally contiguous. All Pictometry imagery to be used must be licensed or owned by the customer. AccuPLUS or aerotriangulated orthomosaic tiles are used if licensed. Final invoiced amount will be adjusted for the actual quantity of records in the parcel file used for production. Use of older non-Pictometry-sourced imagery requires acceptance in advance. <i>Product Parameters:</i> Source One: Pictometry Outlines Source One Year 2027 Source Two: Pictometry Imagery Source Two Year: 2029 Deck Identification Method: Included in Building Outlines To Be Used in Connect Assessment: Yes (Must be ordered as a separate line item) Modified Technical Specification:
1	Futureview - Conference + Hotel	Standard conference registration for an upcoming Futureview event, Eagleview's advanced training and user conference. Includes conference and evening event access plus hotel accommodation for up to three (3) nights. One discount code will be provided per quantity of this product which must be used to complete Futureview registration. Credit must be redeemed within three (3) years of agreement execution date.



PROJECT 3		
QTY	PRODUCT NAME	PRODUCT DESCRIPTION
594	EagleView Cloud - Imagery - 3in - Certified	Provides entitlement to the EagleView Platform, a secure hosted infrastructure and access to EagleView enabled workflow, analytics, and high-resolution imagery to dramatically improve efficiency for government agencies. Includes regular refreshes of ortho and oblique imagery at the GSD and frequency specified. Target capture season subject to weather and airspace permissions. Each refresh upgraded to include a certified orthomosaic produced in accordance with state and local requirements. Certified ortho also includes the application of visual improvements to customers' orthomosaic imagery. Services term commences on date of activation.
1	EagleView Cloud - Physical Delivery - Orthomosaic - Certified - 3in	Provides an offline copy of the orthomosaic tiles and mosaics at the GSD specified in the EagleView Cloud once per refresh. Files to be provided in industry standard formats selectable by the customer with delivery made via online download or physically via a hard drive media.
1	Eagleview Cloud - Software - Plus	Provides an unlimited number of authorized users the ability to login and access the EagleView Cloud software and analytics via the web-based EagleView Cloud platform. This software provides a robust complement of tools for engaging with imagery as well as additional project and collaboration tools, and access to mobile application. Requires the purchase of an EagleView - Imagery entitlement.
1	EagleView Cloud - Authorized Subdivisions	Extends the ability for a contracting county or non-state consortium of counties the ability to authorize access to their EagleView Cloud organization to any political unit or subdivision located totally or substantially within their boundary.
1	EagleView Cloud - Comprehensive Integration Bundle	Provides activation of integrations between the EagleView Cloud platform and compatible customer environments (including compatible CAMA providers, 911/PSAP, Cityworks, and ESRI/GIS) and via the Integrated Web Application.
1	EagleView Cloud - Disaster Response Program	Includes access to the EagleView Disaster Response Program which offers flights after an emergency or disaster. Refer to the attached detailed description of the Disaster Response Program.
1	EagleView Cloud - Early Access	Provides entitlement to imagery from counties neighboring the imagery AOI as part of EagleView Cloud. Also provides entitlement to Early Access to refreshed imagery captures which allows authorized users to use new imagery immediately following its preliminary processing and quality control checks and prior to its final processing. Early Access imagery will become available incrementally as it is processed, and it will remain available until final, fully processed imagery is made available through other means.
2	EagleView Cloud - Capture History	Includes access to historical ortho and oblique frame imagery from the EagleView archive. Quantity represents the number of calendar years of archive imagery available in EagleView Cloud.
31500	EagleView Cloud - ChangeFinder	Building outlines are created from the orthomosaic tiles of a specified newer Pictometry imagery source and classified relative to a specified, older imagery source. EagleView delivers digital building outlines from the newer imagery source and their classification attributes in shapefile and geodatabase formats. Coverage includes only locations specified in a single, customer-provided digital parcel shapefile. Parcels in the specified locations must be generally contiguous. All Pictometry imagery to be used must be licensed or owned by the customer. AccuPLUS or aerotriangulated orthomosaic tiles are used if licensed. Final invoiced amount will be adjusted for the actual quantity of records in the parcel file used for production. Use of older non-Pictometry-sourced imagery requires acceptance in advance. <i>Product Parameters:</i> Source One: Pictometry Outlines Source One Year 2029 Source Two: Pictometry Imagery Source Two Year: 2031



		Deck Identification Method: Included in Building Outlines To Be Used in Connect Assessment: No Modified Technical Specification:
1	Futureview - Conference + Hotel	Standard conference registration for an upcoming Futureview event, Eagleview's advanced training and user conference. Includes conference and evening event access plus hotel accommodation for up to three (3) nights. One discount code will be provided per quantity of this product which must be used to complete Futureview registration. Credit must be redeemed within three (3) years of agreement execution date.

FEES

Due at Initial Activation of Services	\$116,160.00
Due at First Anniversary of Initial Activation of Services	\$116,160.00
Due at Second Anniversary of Initial Activation of Services	\$116,160.00
Due at Third Anniversary of Initial Activation of Services	\$116,160.00
Due at Fourth Anniversary of Initial Activation of Services	\$116,160.00
Due at Fifth Anniversary of Initial Activation of Services	\$116,160.00

Unless either Party gives notice of its intent not to renew this Order Form at least one hundred and twenty (120) days prior to the end of the Term, it will automatically renew.

PRODUCT PARAMETERS

Disaster Response Program ("DRP")

If EagleView Cloud - Disaster Response Program is listed in the above product table, then this section applies to this Order Form. If EagleView Cloud - Disaster Response Program is not listed in the above product table, then this section does not apply to this Order Form.

This Order Form includes eligibility for the DRP described below so long as the customer remains under an active services agreement and in good standing with EagleView. Imagery captured through DRP will be captured "as-is".

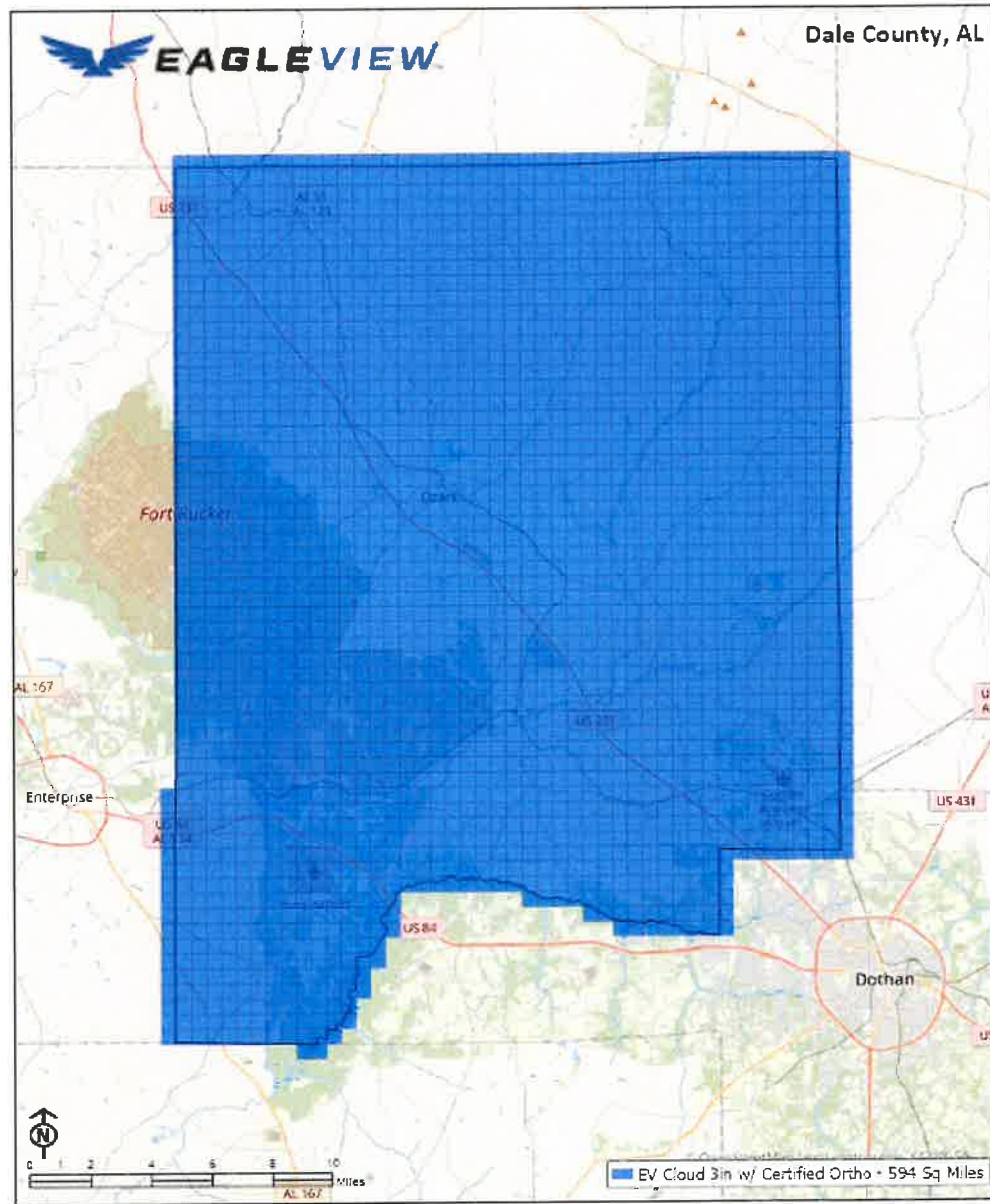
A. Disaster Coverage Imagery at No Additional Charge – EagleView will, upon request of Customer and at no additional charge, provide standard quality imagery of up to 200 square miles of affected areas (as determined by EagleView) upon the occurrence of any of the following events during any period Customer is eligible for DRP:

- Hurricane: areas affected by hurricanes of Category 2 and higher.
- Tornado: areas affected by tornados rated EF4 and higher.
- Terrorist: areas affected by damage from terrorist attack.
- Earthquake: areas affected by damage to critical infrastructure resulting from earthquakes measured at 6.0 or higher on the Richter scale.
- Tsunami: areas affected by damage to critical infrastructure resulting from tsunamis.

B. Discounted Rate – Coverage for areas affected by the events set forth above exceeding 200 square miles will be, subject to EagleView resource availability, offered to Customer at the then-current DRP rates. Also, coverage for areas affected by hurricanes below Category II, tornadoes below EF4 or earthquakes rated below 6.0 on the Richter scale, flooding meeting or exceeding the major flood stage, wildfires impacting population centers, or other disasters as agreed to between the customer and EagleView, will be, subject to EagleView resource availability, offered to Customer at the then current DRP rates.



AOI(S) IF APPLICABLE



Contains information from OpenStreetMap, which is made available here under the Open Database License (ODbL) openstreetmap.org/copyright

Date	Estimate #
7/10/2026	1013

Name / Address			
Mrs. Sheila Waller Dale County Rev Commissioner PO Box 267 Ozark, AL 36361			
		Project	
		2027 GIS Services	
Description	Qty	Cost	Total
ALTERNATE 2027 Budget Estimate Including Full Service Mapping			
GIS Website Software, Updates & Hosting (Public, Reval, Map)	4	4,750.00	19,000.00
GIS Website - Increased Update Frequency - Weekly	4	1,450.00	5,800.00
Field Appraisal Surface and Service Plan	4	1,175.00	4,700.00
Current Use Soils Calc Overlay	4	1,000.00	4,000.00
Full Service Mapping	4	13,750.00	55,000.00
- Weekly electronic deed pull from Ingenuity to the Flagship mapping website - Establish mapping register website where Flagship works deeds and county staff can retrieve resultant Change Forms and view instruments. - Monthly site visit to address problem deeds and answer questions with the public if needed. - Training of newly hired mapper with a shift back to Mapping Support role as they become able to perform job - IMPORTANT: County staff will need to be able to enter data from Flagship's Change Forms into the county's CAMA system. This is often the role of a Mapping or Appraisal Clerk.			
Email Invoices to Sheila Waller (sheila.waller@dalecountyal.gov)			
		Total	\$88,500.00

Customer Signature



Full-Service Tax Parcel Mapping Services Agreement

1. Parties

- **Service Provider:** Flagship GIS, Inc. located at 5400 Laurel Springs Parkway, Suite 501, Suwanee GA, 30024.
- **Client:** Dale County AL Revenue located at 100 E. Ct Square, Ozark, AL 36360
- **Effective Date:** October 1, 2026 – September 30, 2027

2. Scope of Services

The Service Provider will perform **Tax parcel mapping services** including, but not limited to:

- Acquiring parcel-related source-data (deeds, plats, and other instruments affecting tax parcels) from the Probate Court's vendor of record.
 - This will be automated where possible. If automation is not possible the Client is responsible for providing the Service Provider with this source-data.
 - In quantity, these shall not be in excess of 2100 for the tax year without approval of the Service Provider and Client.
 - It is assumed that there will be a roughly 80%/20% ratio of name changes to splits which is typical of most clients.
- Creating and maintaining a mapping register website. This website will serve as the primary tool for tracking and sharing the results of mapping work performed. The site will provide access to PDF copies of processed instruments, change forms resulting from mapping work performed, and provide tools for collaboration between the Service Provider and Client.
- Final parcel GIS layers will be produced in ESRI Arc GIS Pro and provide in File Geodatabase or Shapefile format.
- As needed, the GIS layers may be shared within the Service Provider to facilitate the updating of existing public and private web maps.
- As needed, the Service Provider may be on site to answer scheduled questions from the public not to exceed one day per month.

- **Optional:** Providing supplemental training of a mapper that the Client may hire during the contract period. This will be done primarily via remote session not to exceed 8 hours per month but may also include on-site training not to exceed one business day per quarter. If additional training is required, this may result in additional service fees to be agreed upon between the Client and Service Provider. It is understood that the amount of training required is subject to the experience and qualifications of the newly hired mapper.

3. Project Timeline

- **Start Date:** October 1, 2026
- **Estimated Completion:** October 1, 2027 - October 30, 2027
- Timeline may be adjusted based on client data availability or change requests.

4. Fees & Payment Terms

- **Fee Structure:** Fixed project fee.
- **Payment Schedule:** Services billed 25% quarterly on the first month of each fiscal calendar quarter (October, January, April, July).
 - Client may opt to revert to Mapping Support at the start of any quarter after a new county employee is trained and is deemed ready to take over the tax parcel mapping.
- **Additional Costs:** Third-party datasets, courier fees, or specialized software licensing if required.

5. Client Responsibilities

The Client agrees to:

- Provide accurate and complete source data (plats, deeds, tax rolls, GIS layers, property records).
- Enter data into Client's CAMA system based on the Change Forms provided as output by the Service Provider.
- Provide timely feedback during contract period.
- Identify authoritative data sources and notify the Service Provider of any known discrepancies.
- Ensure the Client has the legal right to use all provided data.
- Upon hiring an internal county employee to perform the tax parcel mapping, the Client will pay for and send this mapper to the state-approved Mapper Training courses at the first offered time following their start date.
- **Optional:** Client may temporarily share required software licenses with the Service Provider to facilitate expedited work performed by subcontractors.

6. Data Accuracy & Limitations

- Parcel boundaries are derived from **client-provided data** and are **not legal surveys**.

- The Service Provider does not guarantee positional accuracy beyond the quality of the source materials.
- Any discrepancies between GIS parcel boundaries and recorded legal descriptions must be resolved by the Client.

7. Intellectual Property Rights

Work-for-Hire (Client Ownership)

The Client owns all final parcel layers, attribute tables, and map products. The Service Provider retains ownership of internal tools, scripts, and workflows.

8. Revisions & Change Requests

- If the Client detects mistakes in the work of the Service Provider, they may make this known and the Service Provider will correct any mistakes caused by the Service Provider.
- Additional revisions or out-of-scope work (e.g., major boundary corrections, new datasets, historical parcel reconstruction) may incur additional fees.
- All change requests must be documented and approved in writing.

9. Warranties & Disclaimers

- Work will be performed professionally and in accordance with GIS best practices and Alabama state standards.
- No warranty is made regarding legal boundary correctness.
- GIS outputs are **not** substitutes for certified land surveys.

10. Limitation of Liability

- Liability is limited to the total amount paid under this Agreement.
- Neither party is liable for indirect or consequential damages.

11. Term & Termination

- Either party may terminate for material breach with written notice.
- Upon termination, the Client will pay for all completed work and any approved in-progress work.
- Client data will be returned or destroyed upon request.

12. Governing Law

This Agreement is governed by the laws of the State of Alabama unless otherwise specified.

14. Entire Agreement

This Agreement constitutes the entire understanding between the parties and supersedes all prior discussions.

15. Signatures

Service Provider: Bry Y Date 7/23/2026

Client: Steve McKinnis Date 07-24
Chairman, Dale County Commission

STATE SUBAWARD
Certified Local Emergency Manager Salary Supplement Subaward

1. Grantee: Dale County EMA	2. FAIN: N/A
3. Issuing Agency: Alabama Emergency Management Agency (AEMA) 5898 County Road 41 P.O. Drawer 2160 Clanton, AL 35046-2160	4. Effective Dates: 10/01/2025 - 09/30/2026
5. CA Number:	26CLEM
6. Allocation Amount:	\$17,000.00
7. CFDA #: N.A.	8. State Award Date: 10/01/2025

This funding is awarded for the purpose of reimbursement of a portion of the Certified Local Emergency Manager's (CLEM) salary. Once the CLEM salary supplement request has been received by AEMA, then AEMA can reimburse CLEM funding.

The subgrantee agrees: (1) to provide any information requested by AEMA regarding salary payment documentation in a timely manner; (2) requests for reimbursement of expenses relative to this grant will be submitted using claim forms provided or approved by the AEMA Fiscal Division. (3) claims will be presented with clear and adequate supporting documentation as instructed by the AEMA Fiscal Division; (4) **all claims relating to this grant must be submitted by October 16, 2026;** (5) any additional information requested by AEMA concerning salary expenses will be provided immediately by the subgrantee to avoid delays in reimbursements; (6) all documents related to reimbursements will be made available to AEMA personnel for monitoring and review.

The subgrantee agrees that the Alabama EMA Director or his designated agent may elect to withhold or, with a ten day notice, withdraw all or part of this funding from the grantee for non-compliance with any portion of the terms stated in this document.

 Certified Local EMA Director/Coordinator (please print and sign) / Date

Certification By County Official Authorized to Sign:

I certify that I understand and agree: to comply with the general and fiscal provisions of this grant subaward to include the terms and conditions; that I am duly authorized to sign as the County Chief Elected Official; to comply with provisions of the regulations governing these funds and all other applicable federal and state laws; that all information presented is correct; that costs incurred prior to this subaward approval may result in those expenses being absorbed by the subgrantee; and, that these grant funds will not supplant federal, state or local funds.

  07-26-25
 Chief Elected Official (please print and sign) / Date



Jeff Smitherman, Director
 Alabama Emergency Management Agency

MEMORANDUM OF UNDERSTANDING (MOU)
between
SOUTHERN ALABAMA REGIONAL COUNCIL ON AGING (SARCOA)
and
Dale County Emergency Management Agency

I. Mission

As an Area Agency on Aging, SARCOA provides information, resources and services which promote independence for seniors, disabled individuals and caregivers.

II. Purpose

The purpose of this MOU is to facilitate the protection of vulnerable older adults during a disaster or emergency event through the sharing of information, data, resources and/or personnel. SARCOA is available to provide information and assistance to elderly and disabled individuals clients in need of assistance during an emergency.

III. Term

The term of this MOU is from this date forward. It shall be reviewed at least every three years to ensure that it is fulfilling its purpose and to make any necessary revisions. Either organization may terminate this MOU upon written notification of 10 days.

IV. Authorization

There will be no compensation for the above described activities.

WHEREAS, pursuant to the commitment between Dale County Emergency Management Agency and SARCOA, this Memorandum of Understanding is executed outlining the purpose and type of commitments and responsibilities that will be provided by Dale County Emergency Management Agency and SARCOA.

IN WITNESS WHEREOF the undersigned have executed this Memorandum of Understanding.

Dale County Emergency Management
Agency

Signature *Steve McKinnon*
Name *Steve McKinnon*
Title *Chairman*
Date *07-28-26*

**Southern Alabama Regional Council
on Aging**

Signature *Kimberly Falkner*
Name Kimberly Falkner
Title Executive Director
Date *6/22/26*

EMS FUNDS April-June, 2026

ARITON	\$	3,489.25
DALEVILLE	\$	13,050.55
ECHO	\$	27,216.15
LEVEL PLAINS	\$	3,000.00
MARLEY MILLS	\$	3,489.25
OZARK EMS	\$	17,426.85

\$67,672.05

EMS Funding April-June, 2026

% OF FUNDS TO BE DISTRIBUTED (3% for Rev Commission already taken out)	CARRY OVER FROM PREVIOUS QTR	FUNDS AVAILABLE	TOTAL FUNDS AVAILABLE	SPONSOR	EMS RESPONSE/CALLS FOR QUARTER	FUNDS REQUESTED	FUNDS APPROVED FOR PAYMENT	ENDING BALANCE
25%	\$ -	\$ 17,426.85	\$ 17,426.85	Ozark EMS	1525/1526	\$ 174,840.34	\$ 17,426.85	\$ -
				Daleville	590	\$ 58,658.00	\$ 13,050.55	
				Clayhatchee	contract w/ enterprise	\$ 3,000.00	\$ 3,000.00	
23%	\$ -	\$ 16,050.55	\$ 16,050.55	Level Plains		+	\$ 16,050.55	\$ -
				Ariton	55/56	\$ 49,254.00	\$ 3,489.25	
				Marley Mill *	53/53	\$ 10,197.04	\$ 3,489.25	
10%		\$ 6,978.50	\$ 6,978.50			\$ 59,451.04	\$ 6,978.50	\$ -
				Skipperville				
				Echo	755/759	\$ 39,304.87	\$ 11,165.60	
				Choctawhatchee				
				Ewil				
16%	\$ -	\$ 11,165.60	\$ 11,165.60			\$ 39,304.87	\$ 11,165.60	\$ -
				Newton (30%) Contract with Ozark Jan 26-27		see Echo	\$ 4,815.17	
				Pinckard (30%) Contract with Echo Jan 24-25		see Echo	\$ 4,815.17	
				Midland City (30%) Contract with Echo Jan 24-25		see Echo	\$ 4,815.17	
				Grimes (5%) Contract with Echo Jan 24-25		see Echo	\$ 802.53	
				Napier Field (5%) Contract with Echo Jan 24-25		see Echo	\$ 802.53	
23%	\$ -	\$ 16,050.55	\$ 16,050.55			\$0.00	\$ 16,050.55	\$ -
	\$ -	\$ 67,672.05	\$ 67,672.05				\$ 67,672.05	\$ -

Total to distribute this period	\$ 67,691.45
Total carryover	\$ -
	\$ 67,691.45

Total Funds for Current Quarter	3% for Rev Comm
69,785.00	2,093.55
Total qtr distribution	\$ 67,691.45

\$ 67,691.45	total EMS funding to distribute
\$ 67,672.05	Total on Books 705-23600-000
\$ 19.40	difference

Total to Pay Out:	\$ 67,672.05
Total Ending Balance:	\$ -



DALE COUNTY COMMISSION

Commission Chairman

Steve McKinnon

Commissioners

Chris Carroll	District 1
Donald O. Grantham	District 2
Adam Enfinger	District 3
Frankie Wilson	District 4

County Administrator

Cheryl Ganey

July 28, 2026

Alabama Department of Economic and Community Affairs (ADECA)
P.O. Box 5690
Montgomery, AL 36103-5690

RE: Letter of Support – Dale County Opportunity Zone 2.0 Nomination

Dear Opportunity Zone Review Committee,

On behalf of the Dale County Commission, I am pleased to express my strong support for the Ozark-Dale County Economic Development Corporation's Opportunity Zone 2.0 nomination for Dale County.

I was honored to participate directly in the coalition that evaluated and prioritized the eligible Opportunity Zone census tracts for submission to ADECA. Working alongside the mayors of Ozark and Daleville, as well as the leadership of the Ozark-Dale County Economic Development Corporation, we carefully reviewed each eligible tract, discussed its current and future development potential, and reached a consensus on the tracts that present the greatest opportunity to attract private investment and generate long-term economic benefits for our communities.

Throughout our discussions, the coalition considered each tract's readiness for development, redevelopment opportunities, proximity to Fort Rucker, transportation corridors, commercial growth potential, and the ability to leverage Opportunity Zone incentives alongside existing local, state, and federal economic development programs. The resulting nominations reflect a deliberate, collaborative process and represent the areas we believe will have the greatest impact on Dale County's economic future.

The Dale County Commission recognizes that successful economic development depends on strong partnerships. We remain committed to working with the Ozark-Dale County Economic Development Corporation, our municipal partners, ADECA, and regional organizations to support infrastructure improvements, coordinate public resources, and foster an environment where private investment can succeed. We also recognize the importance of providing the local leadership and collaboration necessary to help move projects from concept to completion.

As Chairman, I believe these Opportunity Zone nominations align with Dale County's long-term vision for economic growth. They create opportunities to encourage new commercial investment, expand housing options, revitalize existing properties, strengthen our downtowns and commercial corridors, and support businesses that serve both our residents and the military community associated with Fort Rucker. These investments have the potential to enhance the quality of life throughout Dale County while creating jobs and expanding our tax base for future generations.

Thank you for your consideration of this nomination. On behalf of the Dale County Commission, I respectfully request your favorable consideration of the Dale County Opportunity Zone 2.0 submission. We look forward to continuing our partnership with ADECA and our local and regional stakeholders to ensure these Opportunity Zone designations become catalysts for meaningful and lasting economic development.

Sincerely,

A handwritten signature in blue ink, appearing to read "Steve McKinnon".

Steve McKinnon
Chairman, Dale County Commission

Judicial Assistant I

Grade VIII Wage Range \$13.49-19.28

Division	Department	Location
Probate	Probate	Dale County Commission

Reports To

Judicial Assistant II, Probate Judge, Chief Probate Clerk

Job Summary/Duties and Responsibilities

Balance daily cash collections and distributions, prepares and makes daily bank deposits, assists with balancing and preparing monthly reports, completes intake information sheets for mental commitments, prepares and bills mental commitments to the state comptroller's office, prepares marriage certificates to be sent to vital statistics after recording

Issues licenses such as conservation, business and driver's license.

Works directly with Dale County Compliance Officer regarding business licenses.

Requires communication with programmers regarding computer operations and problems that arise.

Serves as a Notary Public.

Issues Notary Public appointments, performs background checks on notary applicants as the new law requires.

Performs reception duties such as answering the telephone, routing calls, greeting visitors, and distributing information.

Assist customers with record searches, photocopying, and other information.

Types various bonds, applications, reports, and correspondence.

Maintains files and copies of various applications, documents, and records. Updates and culls files as necessary. Destroys any unnecessary data and relocates files to permanent storage.

Manage databases by inputting data and verifying their accuracy. Runs and indexes reports and files as necessary.

Assists Judicial Assistant II, Chief Probate Clerk and Probate Judge in judicial duties as needed.

Other duties as required.

Judicial Assistant I

Supervisory Responsibilities - No

Physical Demands

Standing

33 - 66%

Walking

33 - 66%

Sitting

33 - 66%

Stooping, Kneeling, Crouching,

Up to 33%

Climbing or Balancing

Up to 33%

Use Hands to Finger, Handle,

More than 66%

Reaching with Hands and Arms

33 - 66%

Talking or

Up to 33%

Talking or Hearing

More than 66%

Lifting: Up to 10lbs Up to 25lbs Up to 50lbs Up to 100lbs More than
Up to 33% Up to 33 Up to 33% Up to 33% Up to 33%

Vision: Close Vision Distance Vision Depth Perception Ability to Adjust

Color Vision Peripheral Vision **No Special Vision Requirements**

Specific physical duties

Must see well enough to read fine print and numbers and hear well enough to understand conversations. Must speak well enough to address small groups. Requires the body mobility to move freely about the office. Needs the strength to lift large files and books.

Noise: **Very Quiet** **Quiet** **Moderate** **Loud Noise** **Very Loud Noise**

Specific Noise Duties

Exposure to an office environment.

Comments

Must be willing to work overtime and wear appropriate attire.
Must be willing to travel to attend conferences, training, and seminars as required.

Judicial Assistant I

Job Specifications

Education

High School diploma or equivalent. Prefer some college coursework in typing, computer operation, bookkeeping, business administration or a related field.

Work Experience

Prefer five (5) years experience in a similar office environment.

Licenses

May be required to become bonded and a Notary Public.
Valid driver's license and good driving record.

Preferences

Must have good oral and written communication skills and basic math skills. Requires a general knowledge of computers and other standard office equipment. Knowledge of office procedures, writing skills to clearly and neatly complete receipts, records, etc. Reading skills to read and understand legal documents, laws, and regulations. Ability to work with the public in a polite and courteous manner.

Date

Judicial Assistant II

Grade X Wage Range \$14.87-\$21.26

Division	Department	Location
Probate	Probate	Dale County Commission
Reports To		
Probate Judge, Chief Probate Clerk		

Job Summary/Duties and Responsibilities

Performs technical and clerical work. Assists Chief Probate Clerk and Probate Judge in judicial duties such as setting hearing date and attending court procedures as needed.

Balance daily cash collections and distributions. Prepares and makes daily bank deposits.

Assists with balancing and preparing monthly reports, is responsible for maintaining account books for all bank accounts, reviewing legal documents with Chief Clerk and Probate Judge, completing intake information sheets for mental commitments, acts as liaison between the hospital, Spectracare, attorneys, police and petitioners, sets up transports with the Dale County Sheriffs Department with mental commitments, reports commitments to the Alabama Law Enforcement Agency/ Criminal Justice Services Division to enter into the FBI-NICS Index of Denied Person File. Assists with preparing for elections, testing election equipment, assists with the election worker training, and assists with verifying returned results on election night.

Issues licenses such as conservation, business and driver's license.

Works directly with Dale County Compliance Officer regarding business licenses.

Requires communication with programmers regarding computer operations and problems that arise.

Serves as a Notary Public.

Issues Notary Public appointments, performs background checks on notary applicants as the new law requires.

Performs reception duties such as answering the telephone, routing calls, greeting visitors, and distributing information.

Assist customers with record searches, photocopying, and other information.

Types various bonds, applications, reports, and correspondence.

Maintains files and copies of various applications, documents, and records. Updates and culls files as necessary. Destroys any unnecessary data and relocates files to permanent storage.

Manages databases by inputting data and verifying their accuracy. Runs and indexes reports and files as necessary.

Assists Chief Probate Clerk and Probate Judge in judicial duties as needed and other duties as required.

Judicial Assistant II

Supervisory Responsibilities - Yes

Physical Demands

Standing 33 - 66%	Walking 33 - 66%	Sitting 33 - 66%
Stooping, Kneeling, Crouching, Climbing or Balancing Up to 33%	Up to 33%	
Use Hands to Finger, Handle, Reaching with Hands and Arms More than 66%	33 - 66%	
Tasting or Up to 33%	Talking or Hearing More than 66%	

Lifting: Up to 10lbs Up to 25lbs Up to 50lbs Up to 100lbs More than
Up to 33% Up to 33 Up to 33% Up to 33% Up to 33%

Vision: Close Vision Distance Vision Depth Perception Ability to Adjust

Color Vision Peripheral Vision No Special Vision Requirements

Specific physical duties

Must see well enough to read fine print and numbers and hear well enough to understand conversations. Must speak well enough to address small groups. Requires the body mobility to move freely about the office. Needs the strength to lift large files and books.

Noise: Very Quiet Quiet Moderate Loud Noise Very Loud Noise

Specific Noise Duties

Exposure to an office environment.

Comments

Must be willing to work overtime and wear appropriate attire.
Must be willing to travel to attend conferences, training, and seminars as required.

Judicial Assistant II

Job Specifications

Education

High School diploma or equivalent. Prefer some college coursework in typing, computer operation, bookkeeping, business administration or a related field.

Work Experience

Must have five (5) years of experience in this job or a similar job of this type.

Licenses

May be required to become bonded and a Notary Public.
Valid driver's license and good driving record.

Preferences

Must have good oral and written communication skills and basic math skills. Requires a general knowledge of computers and other standard office equipment. Knowledge of office procedures, writing skills to clearly and neatly complete receipts, records, etc. Reading skills to read and understand legal documents, laws, and regulations. Ability to work with the public in a polite and courteous manner.

Date

Canon**Muller Communications Inc.**

Office Equipment, Supply and Service Specialists
Computer Hardware, Software and Connectivity
3030 Reeves St.

P.O. Box 1722 Dothan, Alabama 36303
Phone (334) 792-6578 Fax (334) 792-9674

SAVIN

INVOICE
NO.

260721

Terms Net 10

DATE	PURCHASE ORDER NUMBER		SALESMAN	
07-21-2026			P.J. Muller II	

BILL TO	CUSTOMER NUMBER		NEW	
NAME	(same)			
ADDRESS				
TELEPHONE				
BILLING INSTRUCTIONS				

SHIP TO	CUSTOMER NUMBER		NEW	
NAME	Dale Co. Commission - Solid Waste			
ADDRESS	202 S. Hwy 123, Suite A			
	Ozark AL 36360			
CONTACT:	Aaron Meeks			
SHIPPING INSTRUCTIONS				

M.C. WILL TRANSFER AND DELIVER TO BUYER AND BUYER WILL ACCEPT AND PAY FOR THE FOLLOWING MERCHANDISE.

PRODUCT CODE	QUANTITY	DESCRIPTION	UNIT PRICE	EXTENSION
	1	Canon iR ADV C5840i w/ cabinet		\$11,299.99
		SERIAL NO. TBD		
		SERIAL NO.		
		SERIAL NO.		
		SERIAL NO.		
		Delivery	incl.	
		SERIAL NO.		
		Connectivity	incl.	
		SERIAL NO.		
		Training	incl.	
		SERIAL NO.		
		SERIAL NO.		
		SERIAL NO.		
COMMENTS:			SUBTOTAL	\$11,299.99
			TAX	EXEMPT
			TOTAL	\$11,299.99
			LESS DEPOSIT	n/a
			BALANCE DUE ON DELIVERY	
Thank you for your local business!				

TERMS: MULLER COMMUNICATIONS equipment indicated above is purchased under M.C.'s standard terms which are 1) The Seller retains title to all equipment and supplies, (subject of this agreement) until purchase price is paid in full. 2) In the event buyer makes default in payment the Buyer will be liable for the payment of any legal fees or other costs incurred in any action to collect this debt.

THIS IS A BINDING ORDER, not subject to cancellation. No trials accepted. This order cannot be changed except in writing by a M.C. officer.

Original
White

File Copy
Yellow

AUTHORIZED SIGNATURE

TITLE



P.O. Box 1722 • 3030 Reeves Street
Dothan, Alabama 36302
(334) 792-6578 • Fax (334) 792-9674

CANON imageFORCE C5140 COLOR SYSTEM

NEW

1. 40 PAGES PER MINUTE
2. 200 SHEET SINGLE PASS DOCUMENT FEEDER
3. 8" COLOR TOUCH SCREEN PANEL
4. 2 X 550-SHEET PAPER CASSETTES + CABINET
5. 100 SHEET MULTIPURPOSE TRAY
6. HARD DRIVE FOR FILE STORAGE
7. UP TO 12" X 18" PAPER
8. USB PORT TO PRINT AND SCAN
9. SCAN TO EMAIL OR FOLDERS ON YOUR PC
10. LONG LIFE CONSUMABLES FOR LESS DOWN TIME
11. MOBILE PRINT / AIR-PRINT / GOOGLE PRINT

OUTRIGHT PURCHASE: \$11,299.99 PLUS TAX

+

MAINTENANCE AGREEMENT

**INCLUDES ALL PARTS, LABOR, & SUPPLIES EXCEPT PAPER
AND STAPLES**

\$10/MONTH, PLUS +

COLOR COPIES/PRINTS

OVG. @ \$0.045

BLACK AND WHITE COPIES/PRINTS

BILLED @ \$0.0079

BILLED MONTHLY OR QUARTERLY

EXCESS COPIES/PRINTS [OVERAGES] BILLED @ RATES ABOVE



Date: July 28, 2026
To: Dale County Commission
From: Matt Murphy
County Engineer
Subject: Budget Amendment

I would like to dispose (liquidate) of the following two items:

Asset No:	Description	Model/Serial Number
2499	2023 John Deere Tractor 6120M	1L06120MKPG175872
2504	2023 John Deere Tractor 6120M	1L06120MCPG177214

And request a budget amendment to purchase two new Massey Ferguson 5M.115 mowing tractors. The cost of the two tractors with a 5-year warranty including travel time is **\$178,860.00**. The value of the two John Deere tractors is estimated to be **\$140,000.00 - \$150,000.00**.

Commission Approved:

Date



Coblentz Equipment & Parts Co., Inc.

10400 US Hwy 80 East
Montgomery, AL 36117

P.O. Box 242608
Montgomery, AL 36124

Phone (334) 215-8600
www.coblentzep.com

Sold To:			Ship To:		
DALE COUNTY ROAD & BRIDGE 202 SOUTH HIGHWAY 123 SUITE A OZARK, AL 36360 334-774-8830			DALE COUNTY ROAD & BRIDGE 1725 DALE CO.ROAD 30 OZARK, AL 36360		
Account No.	P.O. Number	Tax ID	Invoice Type	Store	
100730	Quote		Preliminary		
Starting Date	Ending Date	Salesperson			
7/6/2026 11:15 AM		STEPHEN SPOONER			
Tractor- State of Alabama Tractor Contract #MA25000005308 Line 15-Tractor, 90hp-99hp Percent off list: 25% MF5M.115 - 115 gross engine hp. Cab and air with 4 wheel drive, tilt steering, air ride swivel seat, instructor seat and front weights. 12x12 Power Shuttle Transmission. List price of tractor \$119,240.00 less 25% discount of \$29,810.00 UNIT PRICE OF TRACTOR Line 19= \$89,430.00 Options Included: • Rear Wheel Extensions • Front Weights • Flush Mount Emergency Strobes • 5 Year/2000 Hour Extended Warranty (Includes Travel) Freight: \$1,354.00					

Qty	O/O	Taxable	Description	Price	Amount
1			Make:MASSEY FERGUSON Model:5M.115 Desc:115 HP Tractor SP:SS	\$89430.00	\$89430.00
1			Make:MASSEY FERGUSON Model:5M.115 Desc:115 HP Tractor SP:SS	\$89430.00	\$89430.00

Payment Type	Deposit	Check No.	Date	Amount
--------------	---------	-----------	------	--------

Exhibit 9



Coblentz Equipment & Parts Co., Inc.

10400 US Hwy 80 East
Montgomery, AL 36117

P.O. Box 242608
Montgomery, AL 36124

Phone (334) 215-8600
www.coblentzep.com



SPECIAL ORDER PARTS SUBJECT TO 50% RESTOCKING FEE
IF FACTORY RETURNABLE, 25% RESTOCKING FEE ON ALL
OTHER RETURN PARTS. NO RETURNS AFTER 30 DAYS.
ALL ELECTRICAL PARTS ARE NON-REFUNDABLE.

* Designates Tax Applied to This Item

Equipment	\$178860.00
Labor	\$0.00
Parts	\$0.00
Freight	\$0.00
Mileage	\$0.00
Other	\$0.00
Shop Supplies	\$0.00
Total Charges	\$178860.00
Total Tax	AA
Total	\$178860.00
Payment Total	\$0.00
Balance	\$178860.00

SIGNATURE

QUOTE
WGQU100489





Dale County Coroner's Office

Indigent Final Disposition Policy

Policy & Procedures Guide

1. Purpose

The purpose of this policy is to establish uniform procedures for the administration of indigent final disposition services in Dale County, Alabama. The policy is intended to provide a dignified, lawful, and cost-conscious means of final disposition for eligible decedents when there is no estate, insurance, prepaid arrangement, benefit, have **no financial means or legally responsible or available person** able to pay necessary final-disposition expenses.

The County's indigent final-disposition program ordinarily provides direct cremation as the least costly dignified means of final disposition, unless cremation is legally unavailable, religiously prohibited, a dispute prevents cremation, or the County Commission or its designee determines that another lawful disposition method is appropriate.

2. Legal Authority and Policy Limits

This policy is adopted pursuant to the County's authority and responsibility under Alabama law, including Ala. Code § 38-8-2, which addresses necessary burial expenses for persons dying with no estate and no relatives in the county with ability or estate adequate to pay those expenses. This policy also recognizes the right-of-disposition and authorizing-agent framework under Ala. Code § 34-13-11 and related funeral-service authorization provisions under Ala. Code § 34-13-12.

Approval under this policy authorizes County payment for covered indigent final-disposition services only. Approval does not, by itself, establish legal authority to cremate, bury, or otherwise dispose of human remains. The contracted funeral home or crematory shall obtain and maintain all legally

required authorizations, permits, certificates, and documentation before cremation, burial, interment, or other final disposition occurs.

Nothing in this policy creates an entitlement to any specific funeral home, crematory, cemetery, urn, container, marker, memorial service, ceremony, private location, or upgraded service. Services are limited to those approved in advance by the County under this policy and subject to budgetary availability, legal requirements, and County Commission direction.

3. Scope

This policy applies to:

- The Dale County Coroner's Office;
- The Dale County Commission and any authorized Commission designee;
- Contracted funeral homes, crematories, transport providers, and cemetery/interment providers;
- Applicants, family members, next of kin, authorizing agents, legal representatives, or other persons requesting indigent final-disposition assistance; and
- Eligible decedents for whom Dale County is asked to pay necessary final-disposition expenses.

4. Services Provided

For approved cases, Dale County may provide, at County expense and through a contracted or approved provider, the following limited services:

- **Transportation** of the decedent as necessary for lawful final disposition;
- Direct **cremation**, unless another lawful disposition method is approved or required;
- A basic **cremation container** or other legally required minimum container;
- Temporary custody and **transfer** of cremated remains as necessary for interment;
- **Interment** of cremated remains in the County-designated section of **Newton City Cemetery** or another County-approved location; and
- A **standardized marker** (typically 18" x 8") containing the decedent's name, date of birth, and date of death, if known and if space and costs allow. If full dates are unavailable or impractical, the marker may list the decedent's name and years of birth and death.

No upgrades, alternative locations, private ceremonies, funeral or memorial services, customized markers, special urns, obituary charges, flowers, visitation services, embalming, viewing, transportation for family convenience, or other additional services are included unless separately approved in writing, by the county commission, before the charge is incurred.

5. Eligibility Criteria

To qualify for County-paid indigent final-disposition services, all of the following conditions should be satisfied unless the County Commission or its designee approves a documented exception:

1. The **death occurred in Dale County**. If the death occurred outside Dale County, assistance may be considered only upon written approval by the County Commission or its designee after determining that no other county, agency, estate, benefit, insurance, prepaid arrangement, or responsible party is legally or practically responsible.
2. The decedent has **no estate or financial resources** sufficient to pay necessary final-disposition expenses.
3. No insurance policy, prepaid funeral plan, VA benefit, Social Security death benefit, bank account, cash, vehicle, real property, or other available resource is sufficient and reasonably available to pay necessary final-disposition expenses.
4. The decedent leaves **no relative with the ability or estate adequate** to pay necessary final-disposition expenses, and no other person has agreed or become legally obligated to pay those expenses.
5. No family member, authorizing agent, personal representative, or responsible party has already contracted privately with a funeral home or service provider for services outside the County program unless the County approved those charges in advance.
6. A completed application, acknowledgment form, and all requested supporting documentation have been submitted to the Coroner's Office or other designated County official.
7. The application has been approved by the Dale County Coroner for eligibility review and by the County Commission or its authorized designee for County payment.

The County may verify financial information, including estate assets, insurance, prepaid arrangements, bank accounts, benefits, vehicles, real property, and the availability of relatives or other responsible persons. The County may deny or suspend assistance when information is incomplete, inconsistent, false, or not reasonably verifiable.

6. Exclusions and Denial Grounds

The following circumstances may result in denial, suspension, or limitation of County assistance:

- The decedent has estate funds, insurance, a prepaid funeral plan, benefits, property, or other resources that can reasonably be used for final-disposition expenses;
- A relative in Dale County has ability or estate adequate to pay necessary final-disposition expenses;

- A family member, authorizing agent, personal representative, or other person has agreed to pay or has contracted for final-disposition services;
- The family requests burial, private cemetery placement, upgraded urns, embalming, viewing, memorial services, custom marker, private ceremonies, or other services outside the County program without prior written County approval;
- The applicant refuses to provide requested information or documentation;
- The applicant provides materially false, incomplete, or misleading information;
- There is an unresolved dispute about the right of disposition, cremation authorization, burial authorization, custody of remains, or interment location; or
- Legal requirements, budgetary constraints, public-health concerns, investigative needs, or operational needs prevent approval.

7. Application Process

- **Step One: Obtain Application.** The indigent final-disposition application may be provided by the Coroner's Office, the County Commission designee, or a contracted funeral home/crematory.
- **Step Two: Submit Required Information.** The applicant shall provide decedent information, applicant information, known family and next-of-kin information, authorizing-agent information, financial information, and supporting documentation requested by the County.
- **Step Three: Identify Legal Authority.** The applicant shall identify any person with legal authority to control disposition, including any authorizing agent, surviving spouse, adult children, parents, siblings, personal representative, or other legally authorized person.
- **Step Four: Coroner Review.** The Coroner reviews the application, confirms case information, evaluates eligibility, and determines whether the case is appropriate for County-paid indigent final-disposition services.
- **Step Five: Commission Designee Approval.** The application is forwarded to the County Commission's authorized representative for secondary approval and authorization of County payment.
- **Step Six: Provider Coordination.** After approval for County payment, the Coroner or designee coordinates with the contracted provider. The provider remains responsible for obtaining and retaining all legally required disposition authorizations, cremation authorizations, permits, and records.

- **Note: No Private Charges Without Approval.** The County is not responsible for charges incurred by a family member, applicant, funeral home, crematory, or other provider unless the charge was approved in writing before it was incurred.

8. Right of Disposition; Authorization; Disputes

The County shall require reasonable documentation of the person legally authorized to control disposition when such person is known and available. If an authorizing agent, surviving spouse, adult child, parent, sibling, personal representative, or other legally authorized person exists and is available, that person must sign the required authorization or acknowledgment forms unless legal authority exists to proceed without that person's consent.

If no legally authorized person can be located after reasonable efforts, or if the decedent is unclaimed, the Coroner, County Commission designee, and contracted provider shall document the basis for proceeding under applicable law and provider requirements before final disposition occurs.

If there is a dispute among next of kin, authorizing agents, family members, or other persons regarding cremation, burial, custody, or interment, the County may suspend action until the dispute is resolved by written agreement, court order, or other lawful authorization. The County shall not be responsible for costs incurred because of a private dispute unless approved in advance in writing.

Where cremation is legally unavailable, religiously prohibited, or objected to by a legally authorized person, the County Commission or its designee may approve another lawful, dignified, and cost-conscious disposition method or may require the objecting party to assume responsibility for any costs exceeding the County-approved indigent service amount.

9. Procedures After Approval

9.1 Transportation

Transportation is limited to movement reasonably required for lawful final disposition and interment. Transportation may include removal from a hospital, residence, public location, medical examiner facility, funeral home, crematory, or cemetery when approved by the Coroner or designee. Transportation for family convenience or private services is not covered unless approved in advance.

9.2 Cremation or Other Final Disposition

Direct cremation shall be performed only by a licensed crematory or licensed funeral establishment operating under contract with, or approval by, Dale County. The provider shall comply with Alabama law, Board of Funeral Service requirements, industry standards, and all required authorization, identification, and chain-of-custody procedures.

9.3 Interment

Unless otherwise approved, cremated remains shall be interred in the County-designated section of Newton City Cemetery. Interment will be scheduled by the Coroner's Office or designee. The County

will make reasonable efforts to notify the applicant of the scheduled interment date and time, but failure to reach the applicant or family shall not delay interment once lawful authority for disposition has been obtained.

9.4 Marker

A standardized marker may be installed as part of the County program. Marker style, size, wording, and placement are standardized and cannot be customized. The County may limit marker information based on cost, space, available information, cemetery rules, and provider requirements.

10. Family Rights and Limitations

Family members or applicants may:

- Submit an application for indigent final-disposition assistance;
- Provide documentation of eligibility, next-of-kin status, and disposition authority;
- Attend interment if scheduling and operational needs permit;
- Request copies of death certificates through the appropriate vital-records process, subject to any applicable fees; and
- Choose private services at their own expense, provided the County has not already incurred costs and the private arrangement complies with law.

Family members or applicants may not, at County expense:

- Require burial instead of direct cremation unless cremation is legally unavailable, religiously prohibited, or otherwise approved by the County;
- Select a different cemetery or private interment location;
- Upgrade urns, containers, markers, ceremonies, viewings, transportation, or services;
- Direct a provider to incur charges not approved in writing by the County; or
- Remove cremated remains from the County cemetery after interment without lawful authorization and payment of all associated costs.

11. Responsibilities

11.1 Coroner's Office

- Receive and review applications;
- Document decedent information, place of death, next-of-kin information, and eligibility factors;

- Coordinate with the County Commission designee;
- Coordinate approved transportation, provider services, and interment;
- Maintain records of applications, approvals, denials, correspondence, provider invoices, disposition records, and interments; and
- Document reasonable efforts to locate next of kin or a legally authorized person when applicable.

11.2 County Commission or Commission Designee

- Provide secondary approval for County payment;
- Ensure compliance with County policy, budgetary limits, and procurement requirements;
- Approve or deny exceptions;
- Oversee contracted service providers and approved rates; and
- Review the policy annually with the Coroner.

11.3 Contracted Funeral Home / Crematory / Provider

- Provide only those services approved by the County;
- Obtain and maintain all legally required authorizations, permits, certificates, cremation approvals, identification records, and chain-of-custody documentation;
- Perform transportation, cremation, delivery of cremated remains, and related services in accordance with law and contract;
- Submit invoices and documentation required by the County; and
- Notify the Coroner or designee before incurring charges outside the approved scope.

12. Reimbursement and Recovery

If, after approval or payment, the County discovers estate funds, insurance proceeds, prepaid funeral benefits, VA benefits, Social Security benefits, bank accounts, property, or other resources available for final-disposition expenses, the County reserves the right to seek reimbursement to the extent permitted by law.

The County may require the applicant to assign or remit available benefits intended for final-disposition expenses and may deny future requests or seek recovery where materially false or incomplete information was provided.

13. Recordkeeping; Privacy; Public Records

The Coroner's Office shall maintain applications, acknowledgment forms, approval forms, denial forms, financial verification documents, provider invoices, correspondence, interment records, and disposition records in accordance with applicable Alabama records-retention requirements.

Records may contain sensitive personal, financial, medical, investigative, or family information. Confidential, protected, or sensitive information shall be handled and redacted as required or permitted by Alabama law before disclosure. The County's maintenance of records under this policy does not waive any applicable privilege, confidentiality protection, law-enforcement/investigative exemption, medical privacy protection, or other legal protection.

14. Policy Review

This policy shall be reviewed annually by the Dale County Coroner and the Dale County Commission or its designee. Revisions may be made to address changes in Alabama law, provider requirements, cemetery rules, budgetary requirements, operational needs, or County Commission direction.



Dale County Coroner's Office
Indigent Cremation Services Application

SECTION 1 — DECEDENT INFORMATION

Full Name of Decedent: _____

Date of Birth: _____ **Date of Death:** _____

Place of Death: ☐ Hospital ☐ Residence ☐ Public Location ☐ Other: _____

Address at Time of Death: _____

Was the decedent a resident of Dale County? ☐ Yes ☐ No

If no, explain: _____

SECTION 2 — APPLICANT INFORMATION (Next of Kin or Responsible Party)

Full Name: _____

Relationship to Decedent: _____

Address: _____

Phone Number: _____ **Email:** _____

Are you willing and able to assume financial responsibility for cremation?

☐ Yes ☐ No

If No, explain financial hardship: _____

Section 3 — Known Disposition Authority / Next of Kin

Identify any person known to have legal authority to control final disposition, including any authorizing agent, spouse, adult children, parents, siblings, personal representative, or other legally authorized person.

Name	Relationship / Authority	Phone / Email	Able to Assist?	Objects to Cremation?

Has any family member agreed to take responsibility for final arrangements?

☐ Yes ☐ No. If Yes, list name: _____

Section 4 — Financial Information

Did the decedent have any of the following? Attach documentation if available.

Asset / Resource	Yes	No	Details / Amount / Location
Life insurance	☐	☐	
Bank account(s)	☐	☐	
Cash on hand	☐	☐	
Real property	☐	☐	
Vehicle(s)	☐	☐	
Prepaid funeral plan	☐	☐	
VA benefits	☐	☐	
Social Security death benefit	☐	☐	
Other benefits or assets	☐	☐	

Total estimated assets available for final-disposition expenses \$: _____

Section 5 — Program Acknowledgment and Certification

By signing below, I acknowledge and certify that:

July 28, 2026

- Dale County's program ordinarily provides direct cremation only, unless another lawful disposition method is approved or required.
- Cremated remains will ordinarily be interred in the County-designated section of Newton City Cemetery.
- A standardized marker may be provided and cannot be customized.
- No upgrades, alternative locations, private ceremonies, memorial services, embalming, viewings, custom markers, or additional services are included unless approved in writing in advance.
- Approval of County payment does not itself establish legal authority to cremate or otherwise dispose of remains. Required legal authorizations must be obtained before final disposition.
- All information provided is true and complete to the best of my knowledge.
- Providing false, incomplete, or misleading information may result in denial of assistance and/or County efforts to seek reimbursement.
- If assets, insurance, benefits, or other resources later become available for final-disposition expenses, Dale County may seek reimbursement to the extent permitted by law.

Applicant Signature: _____ Date: _____

SECTION 6 — CORONER REVIEW (Office Use Only)

Application Received Date: _____

Reviewed By (Coroner): _____

☐ Approved ☐ Denied Reason if Denied: _____

Coroner Signature: _____ Date: _____

SECTION 7 — COMMISSION DESIGNEE APPROVAL (Office Use Only)

☐ Approved ☐ Denied

Comments: _____

Commission Designee Signature: _____ Date: _____

SECTION 8 — FINAL DISPOSITION RECORD (Office Use Only)

Cremation Provider: _____

Date of Cremation: _____

Interment Date: _____

Marker Installed: ☐ Yes ☐ No

Notes:

**Dale County Coroner's Office****Indigent Cremation Services Policy Acknowledgment Form****Section 1 — Decedent Information**

Full Name of Decedent: _____

Date of Death: _____

Section 2 — Applicant Information

Applicant Name: _____

Relationship to Decedent: _____

Phone Number: _____ Address: _____

Section 3 — Policy Acknowledgment

By signing this form, I acknowledge that I have received, read, and understand the Dale County Coroner's Office Indigent Final Disposition Services Policy & Procedures. I understand and agree to the following:

1. **County-Paid Services Are Limited.** Dale County provides only those services approved under the indigent final-disposition program. The ordinary County-paid method is direct cremation, unless another lawful disposition method is approved or required.
2. **Interment Location.** Cremated remains will ordinarily be interred in the County-designated section of Newton City Cemetery. No alternative cemetery or private location is available at County expense unless approved in writing.
3. **Provided Items.** The County-paid program may include necessary transportation, direct cremation, a basic container, interment in the designated cemetery section, and a standardized marker.
4. **No Upgrades or Additional Services.** The program does not include burial, urn upgrades, embalming, viewing, private ceremonies, memorial services, custom markers, alternative interment locations, flowers, obituary charges, or other additional services unless approved in writing before the charge is incurred.
5. **Eligibility Requirements.** Approval is based on financial need, absence of estate resources, absence of available benefits or insurance, and absence of relatives or responsible persons able to pay necessary final-disposition expenses.

6. Verification. The County may verify financial information, including assets, insurance, benefits, prepaid arrangements, estate resources, and family resources relevant to eligibility.
7. Legal Authorization Required. Approval for County payment does not itself authorize cremation or other final disposition. Required legal authorizations must be obtained from the legally authorized person or otherwise documented under applicable law.
8. Disputes. If there is a dispute regarding cremation, burial, custody, interment, or right of disposition, the County may suspend action until the dispute is resolved by agreement, court order, or other lawful authorization.
9. Removal of Remains. Removal of cremated remains from the County cemetery after interment requires lawful authorization and payment of all associated costs.
10. Final Decision Authority. Approval of indigent final-disposition services requires review by the Dale County Coroner and approval for County payment by the Dale County Commission or its authorized designee.

Section 4 — Applicant Certification

I certify that I understand the policies listed above, that I will comply with all requirements of the Dale County Indigent Final Disposition Services Program, and that all information I have provided is true and complete to the best of my knowledge.

Applicant Signature: _____ Date: _____

Section 5 — Coroner / Office Use Only

Policy Acknowledgment Received By: _____

Date Received: _____

FORM C**Dale County Coroner's Office****Provider Certification and Invoice Checklist**

This checklist is intended for use by contracted or approved providers before submitting an invoice for County payment.

- ☐ Provider performed only services approved in writing by the County.
- ☐ Provider obtained and retained all legally required disposition and/or cremation authorizations.
- ☐ Provider confirmed decedent identification before final disposition.
- ☐ Provider complied with Alabama law, Board of Funeral Service requirements, and provider licensing requirements.
- ☐ Provider submitted itemized invoice matching the County-approved rate or service authorization.
- ☐ Provider documented date of cremation or other final disposition.
- ☐ Provider documented delivery or transfer of cremated remains for interment.
- ☐ Provider notified Coroner or designee of any unusual circumstance, dispute, objection, or delay.

Provider Name: _____

Decedent Name: _____

Provider Representative Signature:

Date: _____

Invoice Amount \$: _____

Appendix A

Legal Authority Reference Sheet

This appendix is for internal reference and should be reviewed by the County Attorney before adoption or amendment.

Ala. Code § 38-8-2

Addresses necessary burial expenses for a person dying with no estate and leaving no relatives in the county with ability or estate adequate to defray those expenses, making such necessary expenses a charge upon the county in which the death takes place.

Ala. Code § 34-13-11

Addresses authorizing agents and the right of disposition, including who may control the location, manner, and conditions of disposition of deceased human remains.

Ala. Code § 34-13-12

Addresses reliance on funeral-service agreements and/or disposition authorization, and should be considered by the contracted provider when determining whether it has sufficient authority to proceed.

Drafting Notes

- Do not cite Ala. Code § 45-37-60 in the Dale County policy unless counsel determines that section applies; it appears to be a Jefferson County local-law provision.
- Use “indigent final disposition” rather than “indigent cremation” to preserve flexibility, while still making direct cremation the ordinary County-paid method.
- Keep County payment approval separate from legal authorization to cremate or otherwise dispose of remains.
- Review provider contracts, cemetery agreements, Board of Funeral Service requirements, and County procurement policies before final adoption.

AGREEMENT FOR INDIGENT CREMATION SERVICES

Dale County Commission and Searcy Funeral Home & Crematory

This Agreement for Indigent Cremation Services ("Agreement") is entered into as of the date of the last signature below ("Effective Date") by and between the Dale County Commission, a political subdivision of the State of Alabama ("County"), and Searcy Funeral Home & Crematory ("Contractor"). The County and Contractor may each be referred to as a "Party" and collectively as the "Parties."

1. PURPOSE AND AUTHORITY

The County desires to arrange for the necessary cremation of eligible indigent decedents for whom Dale County is responsible under Ala. Code § 38-8-2. Contractor represents that it is qualified, properly licensed, and willing to provide the services described below. This Agreement establishes the terms under which the County may refer individual cases to Contractor; it does not guarantee any minimum number of cases.

2. DEFINITIONS

- (a) **Authorized Case.** A decedent approved in writing by the Dale County Coroner or another County official designated in writing by the County Commission for services under this Agreement.
- (b) **Authorizing Documentation.** The cremation authorization, permits, certifications, identification forms, and other signatures or documents required by applicable law for final disposition.
- (c) **Cremated Remains.** The recoverable remains after completion of cremation and processing in accordance with applicable law and accepted professional practice.

3. SCOPE OF SERVICES

- (a) **Case Acceptance.** Contractor shall accept an Authorized Case only upon written or documented authorization from the Coroner or the Coroner's designee. Contractor shall not charge the County for a case not authorized in advance unless the County later ratifies the service in writing.
- (b) **Direct Cremation.** Contractor shall receive the decedent at its facility, maintain secure custody and identification, provide a lawful cremation container, perform the cremation, process and place the Cremated Remains in a suitable temporary container, and release or otherwise dispose of the Cremated Remains only as directed in writing by the Coroner and permitted by law.
- (c) **Documentation.** Contractor shall prepare and file the death certificate and other legal paperwork within Contractor's professional responsibility, cooperate with the Coroner and medical certifier, and provide the County with reasonable confirmation that required filings and disposition have been completed.

- (d) **Identification and Chain of Custody.** Contractor shall use a positive-identification and chain-of-custody system from receipt through final release, shall cremate only one decedent at a time except as expressly allowed by Alabama law, and shall prevent commingling except for unavoidable incidental residue inherent in the cremation process.
- (e) **Excluded Services.** Unless separately authorized in writing by the County, the fee does not include embalming, visitation, ceremony, clergy, flowers, obituary publication, upgraded urns or containers, cemetery charges, or any other goods or services beyond those expressly listed in this Agreement.

4. COUNTY AND CORONER RESPONSIBILITIES

- (a) **Eligibility and Authorization.** The County is solely responsible for determining whether a decedent qualifies as an Authorized Case under County policy and Ala. Code § 38-8-2.
- (b) **Transportation.** The Dale County Coroner's Office shall provide all transportation of the decedent to the crematory and, when requested by the Coroner, transportation of the Cremated Remains from the crematory. Contractor has no transportation obligation unless separately authorized in writing.
- (c) **Signatures and Permissions.** The Coroner shall obtain or cause to be obtained the legal authorizations and signatures required to permit cremation. Contractor remains responsible for reviewing the documentation presented and may postpone cremation if it reasonably determines that a legally required authorization, permit, identification, or waiting period is incomplete.
- (d) **Information.** The Coroner shall provide reasonably available identification, medical-certification, and next-of-kin information needed for Contractor to perform the services. Nothing in this subsection requires the County or Coroner to warrant information supplied by third parties.

5. COMPENSATION

For each completed Authorized Case, the County shall pay Contractor a fixed, all-inclusive fee of Five Hundred Seventy-Five Dollars (\$575.00), allocated as follows:

Service Component	Amount
Cremation	\$400.00
Cremation container	\$75.00
Death certificate and legal paperwork	\$100.00
TOTAL PER AUTHORIZED CASE	\$575.00

No surcharge, fuel charge, after-hours charge, administrative fee, or other amount may be billed without the County's prior written approval. Taxes, if legally applicable, are included in the fixed fee.

6. INVOICES AND PAYMENT

- (a) Invoice.** Contractor shall submit an itemized invoice after completion of each Authorized Case. The invoice shall identify the decedent, date received, date cremated, County authorization or case number, services performed, and total amount due, and shall include supporting documentation reasonably requested by the County.
- (b) Payment.** Subject to approval of the invoice and lawful County claims procedures, the County shall remit payment within thirty (30) days after receipt of a complete and correct invoice. A disputed amount may be withheld while the Parties work in good faith to resolve the dispute; the undisputed portion shall remain payable.
- (c) No Direct Billing.** Contractor shall not seek payment from the decedent's estate, relatives, or other persons for an Authorized Case unless directed or approved in writing by the County. Any third-party recovery received for services paid by the County shall be promptly disclosed and credited or refunded to the County to prevent duplicate payment.

7. LICENSES; LEGAL AND PROFESSIONAL COMPLIANCE

Throughout the term, Contractor shall maintain in good standing every license, registration, certification, permit, and approval required to operate the funeral establishment and crematory and to perform this Agreement, including those required by Ala. Code Title 34, Chapter 13; applicable Alabama Board of Funeral Service rules; vital-statistics laws; health, safety, environmental, and occupational requirements; and all other applicable federal, state, and local laws. Contractor shall comply with lawful waiting periods, authorization requirements, identification safeguards, facility and equipment standards, and reporting duties. Contractor shall immediately notify the County in writing of any lapse, suspension, restriction, investigation, material citation, or other event that could affect its authority or ability to perform.

8. INSURANCE

- (a) Required Coverage.** At its own expense, Contractor shall maintain: (i) commercial general liability insurance of not less than \$1,000,000 per occurrence and \$2,000,000 general aggregate; (ii) professional liability/errors and omissions coverage, including crematory or mortuary professional liability, of not less than \$1,000,000 per claim and \$1,000,000 aggregate; (iii) workers' compensation as required by Alabama law and employers' liability of not less than \$500,000; and (iv) automobile liability of not less than \$1,000,000 combined single limit if Contractor uses any vehicle in performing this Agreement.
- (b) Evidence and Notice.** Before beginning work and upon each renewal, Contractor shall furnish a certificate of insurance to the County showing the required coverage. The certificate shall name the Dale County Commission, its officials, officers, and employees as additional insureds on the commercial general liability policy to the extent available for Contractor's operations, and shall require the insurer or Contractor to provide at least thirty (30) days' prior written notice of cancellation or material reduction, or ten (10) days for nonpayment, to the extent commercially available.
- (c) No Limitation.** Insurance requirements do not limit Contractor's obligations or liability under this Agreement. Contractor is responsible for all deductibles and self-insured retentions.

9. INSPECTION AND CORRECTIVE ACTION

The County Commission, the Coroner, and their authorized representatives may inspect Contractor's crematory, holding areas, equipment, relevant records, identification controls, chain-of-custody practices, and operations at any time during normal business hours, and at other reasonable times when an urgent health, safety, custody, or compliance concern exists. The County or Coroner may conduct at least one annual inspection using the County's crematory inspection checklist. Contractor shall provide reasonable access and cooperation, subject to lawful privacy protections and without compromising unrelated decedents' confidential information. Contractor shall promptly correct any deficiency reasonably identified by the County. Inspection or failure to inspect does not relieve Contractor of responsibility for compliance or constitute the County's acceptance of any condition.

10. RECORDS, CONFIDENTIALITY, AND AUDIT

- (a) Records.** Contractor shall create and maintain complete records for each Authorized Case, including authorization, identification, chain of custody, permits, date and time of cremation, operator, disposition or release of Cremated Remains, filed paperwork, invoice, and payment records.
- (b) Retention.** Contractor shall retain Agreement-related records for at least seven (7) years after the applicable cremation, or longer if required by law, an audit, a pending claim, or written notice from the County.
- (c) Access and Confidentiality.** Upon reasonable request, Contractor shall provide the County access to records necessary to verify performance, payment, and compliance. Each Party shall safeguard confidential personal and medical information and disclose it only as authorized or required by law, including applicable public-records requirements.

11. CARE OF REMAINS; INCIDENT REPORTING

Contractor shall handle every decedent and all Cremated Remains with dignity, security, and due care. Contractor shall immediately notify the Coroner by telephone and promptly confirm in writing any misidentification, loss, damage, unauthorized release, equipment failure, commingling beyond unavoidable incidental residue, regulatory contact, data breach, or other material incident relating to an Authorized Case. Contractor shall preserve evidence, cooperate in any investigation, and take reasonable corrective action at its expense.

12. INDEMNIFICATION

To the fullest extent permitted by Alabama law, Contractor shall defend, indemnify, and hold harmless the County, the Dale County Commission, the Dale County Coroner, and their respective officials, officers, employees, and agents from and against claims, demands, actions, damages, losses, fines, penalties, judgments, costs, and reasonable attorneys' fees arising out of or relating to: (a) Contractor's breach of this Agreement; (b) the negligence, wantonness, willful misconduct, or violation of law by Contractor or anyone for whom Contractor is responsible; or (c) Contractor's custody, identification, cremation, processing, documentation, or release of a decedent or Cremated Remains. Contractor has no duty to indemnify a County indemnitee to the extent a final judgment determines the loss was caused by that indemnitee's own negligence or willful

misconduct. Nothing in this Agreement waives any immunity, defense, limitation, or protection available to the County or its officials under the Constitution or laws of Alabama.

13. INDEPENDENT CONTRACTOR

Contractor is an independent contractor and not an employee, agent, partner, joint venturer, or representative of the County. Contractor controls the manner and means of performing its professional services, subject to this Agreement and applicable law, and is solely responsible for its personnel, payroll, taxes, benefits, supervision, and workplace safety. Contractor has no authority to bind the County.

14. TERM AND TERMINATION

- (a) **Term.** This Agreement begins on the Effective Date and continues until terminated in accordance with this section.
- (b) **Convenience.** Either Party may terminate this Agreement without cause by giving thirty (30) days' written notice to the other Party.
- (c) **Immediate Termination or Suspension.** The County may immediately suspend referrals or terminate this Agreement upon loss or restriction of a required license or insurance; a material health, safety, identification, custody, or legal-compliance concern; fraud; insolvency; abandonment; or other material breach that is not reasonably curable.
- (d) **Cure.** For a material breach that is reasonably curable, the non-breaching Party may give written notice describing the breach. If the breach is not cured within ten (10) days after receipt, or within a shorter period reasonably required to protect human remains or public safety, the non-breaching Party may terminate and exercise available remedies.
- (e) **Effect.** Termination does not affect accrued payment obligations, claims, or provisions that by their nature survive. Unless the County directs otherwise, Contractor shall safely complete any Authorized Case already in its custody and provide all related records.

15. DEFAULT AND REMEDIES

A Party's material failure to perform constitutes default. In addition to termination, the non-defaulting Party may seek specific performance, injunctive relief, recovery of direct damages, reimbursement of overpayments, and any other remedy available at law or in equity, subject to applicable governmental immunities and limitations. Rights and remedies are cumulative. A waiver of one breach is not a waiver of another.

16. NOTICES

Formal notices under this Agreement shall be in writing and delivered personally, by nationally recognized overnight carrier, by certified U.S. mail (return receipt requested), or by email with confirmation of receipt, to the addresses below or to a replacement address designated by notice:

COUNTY	CONTRACTOR
--------	------------

COUNTY	CONTRACTOR
Dale County Commission Attn: Commission Chairman 202 Hwy. 123 South, Suite C Ozark, Alabama 36360 Email: admin@dalecountyal.gov	Searcy Funeral Home & Crematory Attn: Director 1301 Neil Metcalf Rd. Enterprise, AL 36330 Email: info@searcyfuneralhome.com

17. GENERAL PROVISIONS

- (a) **Governing Law and Venue.** Alabama law governs this Agreement without regard to conflict-of-law principles. Any action shall be brought in a court of competent jurisdiction in Dale County, Alabama, except as otherwise required by law.
- (b) **Appropriation and Lawful Payment.** County obligations are subject to lawful appropriation, budgetary authority, and Alabama county claims procedures. Nothing requires the County to pay an unlawful claim or amount.
- (c) **Assignment and Subcontracting.** Contractor may not assign this Agreement or subcontract a material duty without the County's prior written consent. Any approved subcontractor must be properly licensed and insured, and Contractor remains fully responsible for its performance.
- (d) **Nondiscrimination.** Contractor shall comply with applicable federal and state nondiscrimination requirements in performing this Agreement.
- (e) **Severability.** If any provision is held invalid or unenforceable, the remaining provisions remain effective, and the provision shall be enforced to the maximum lawful extent.
- (f) **No Third-Party Beneficiaries.** This Agreement is for the benefit of the Parties and creates no enforceable right in any third party.
- (g) **Entire Agreement; Amendment.** This Agreement contains the entire agreement of the Parties concerning its subject and supersedes prior or contemporaneous communications. An amendment or waiver must be in a writing approved and signed by authorized representatives of both Parties.
- (h) **Counterparts and Electronic Signatures.** This Agreement may be signed in counterparts and by electronic signature, each of which is deemed an original and all of which constitute one instrument.
- (i) **Headings; Construction.** Headings are for convenience only. The Parties acknowledge an opportunity for legal review; no presumption shall arise against either Party as drafter.

18. COUNTY APPROVAL

This Agreement is effective only after approval by the Dale County Commission at a duly convened public meeting and execution by the Commission Chairman or other authorized official. The Commission's approval date and minute book reference may be completed below.

Approved by the Dale County Commission on: 07-28-26
Minute Book/Page or Resolution No.: 2026-07-28-001

IN WITNESS WHEREOF, the Parties, through their duly authorized representatives, have executed this Agreement.

DALE COUNTY COMMISSION

By: Steve McKinnon
Name: Steve McKinnon
Title: Commission Chairman
Date: 07-28-26

ATTEST: Cheryl Garvey
County Administrator/Clerk
Date: 07-28-26

**SEARCY FUNERAL HOME &
CREMATORY**

By: _____
Name: _____
Title: _____
Date: _____

Alabama Funeral Establishment License
No.: _____

Crematory Registration No.: _____

Managing Cremationist: _____



Qualified Service Organization Agreement

Updated: January 3, 2018

As of the Effective Date, Alabama One Health Record® (also known as "AHIE") and Dale County Commission the undersigned Participant hereby enter into a qualified services organization agreement ("QSOA"), whereby the AHIE agrees to provide the Participant with services outlined in the Participation Agreement/DURSA.

By virtue of this Participation Agreement/DURSA, certain information may be electronically shared, and this QSOA is established in order to adequately meet the terms of the Participation Agreement/DURSA.

Furthermore, the Parties:

1. Acknowledge that in receiving, transmitting, transporting, storing, processing, or otherwise dealing with any information from the Participant's program about their patients ("protected information"), they are fully bound by the provisions of the federal regulations governing the Confidentiality of Alcohol and Drug Abuse Patient Records, 42 C.F.R. Part 2; and the Health Insurance Portability and Accountability Act (HIPAA), 45 C.F.R., Parts 142, 160, 162 and 164, and may not use or disclose the information except as permitted or required by this QSOA or by law;
2. Agree to resist any efforts in judicial proceedings to obtain access to the protected information except as expressly provided for in the regulations governing the Confidentiality of Alcohol and Drug Abuse Patient Records, 42 C.F.R. Part 2.
3. Agree to use appropriate safeguards to prevent the unauthorized use or disclosure of the protected information.

Executed this 28th day of July, 2026, which is the Effective Date.

One Health Record® (AHIE)

Signature: Gary D. Parker

Title: Director

PARTICIPANT

Type Signature: [Signature]

Title: Chairman

Notice shall be deemed to have been given upon transmittal thereof as to communications which are personally delivered or transmitted by electronic facsimile and, as to communications made by United States mail, on the third (3rd) day after mailing. The above addresses may be changed by giving notice of such change in the manner provided above for giving notice.

6.7 If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions hereof shall continue in full force and effect.

6.8 This Agreement contains the entire understanding between the Parties hereto and shall supersede any other oral or written agreements, discussions and understandings of every kind and nature. No modification, addition to or waiver of any right, obligation or default shall be effective unless in writing and signed by the party against whom the same is sought to be enforced. No delay or failure of either party to exercise any right or remedy available hereunder, at law or in equity, shall act as a waiver of such right or remedy, and any waiver shall not waive any subsequent right, obligation, or default.

6.9 This Agreement shall be governed by Alabama law without respect to its conflict of law principles.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their respective duly authorized representatives as of the dates set forth below.

One Health Record® (AHIE)

Signature: Gary D. Parker

Title: Director

PARTICIPANT

Type Signature: Steve McKinn

Title: Chairman

By typing your name here, you are signing this application electronically. You agree your electronic signature is the legal equivalent of your manual signature on this application.



Business Associate Agreement

Updated: January 03, 2018

This Business Associate Agreement (the "Agreement") is made and entered into effective as of 07-28-2016, by Dale County Council and between One Health Record®, also known as the Alabama Health Information Exchange (hereinafter referred to as "AHIE" or "Business Associate") and the Participant ("Participant" or "Covered Entity") (collectively the "Parties").

WHEREAS, the Parties have entered a Participation Agreement (the "Underlying Agreement") pursuant to which the Parties provides certain services to one another and, in connection with those services, the Parties disclose certain protected health information ("PHI") that is subject to protection under the Health Insurance Portability and Accountability Act of 1996, as amended from time to time ("HIPAA") and the Health Information Technology for Economic and Clinical Health Act, enacted as part of the American Recovery and Reinvestment Act of 2009 ("HITECH"), and its attendant regulations and guidance;

WHEREAS the Parties desire to comply with all applicable federal standards for the privacy and electronic security of PHI of patients of Participant;

NOW, THEREFORE, for and in consideration of the recitals above and the mutual covenants and conditions herein contained, the Parties enter into this Business Associate Agreement to provide a full statement of their respective responsibilities. In consideration of the mutual promises below, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. DEFINITIONS

Terms used in this Agreement that are specifically defined in HIPAA shall have the same meaning as set forth in HIPAA at 45 CFR 160.103 and 164.501, and the final omnibus rule issued on January 17, 2013, and effective March 26, 2013. A change to HIPAA which modifies any defined HIPAA term or which alters the regulatory citation for the definition shall be deemed incorporated into this Agreement. The definitions set forth in the AHIE Policy Manual, as amended from time to time, shall apply to the terms used in this Agreement, to the extent not otherwise defined in HIPAA.

2. BUSINESS ASSOCIATE OBLIGATIONS

2.1 Business Associate agrees that it is directly liable for compliance with both the Privacy and Security Rule under the Health Insurance Portability and Accountability Act of 1996, as amended from time to time ("HIPAA") and the Health Information Technology for Economic and Clinical Health Act, enacted as part of the American Recovery and Reinvestment Act of 2009 ("HITECH"), and its attendant regulations and guidance.

2.2 Business Associate acknowledges that it will maintain compliance documents required under applicable HIPAA rules.

2.3 Business Associate agrees that it shall only use and disclose PHI as allowed by and in order to perform the terms of this Agreement or the Underlying Agreement, or as is Required By Law.

2.4 Business Associate is not an agent of the Covered Entity.

2.5 Business Associate will ensure and obtain satisfactory assurances in the form of an executed business associate agreement that any agents, including subcontractors, that create, receive, maintain, or transmit PHI on behalf of the Business Associate on behalf of Covered Entity agrees to the same restrictions, conditions and requirements that apply to Business Associate with respect to such information and do not export PHI beyond the borders of the United States of America, in accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable. Business Associate shall, upon knowledge of a material breach by a subcontractor of the subcontractor's obligations under its contract with Business Associate, either notify such subcontractor of such breach and provide an opportunity for subcontractor to cure the breach within a 5 business day period; or, in the event subcontractor fails to cure such breach or cure is not possible, Business Associate shall terminate the contract with subcontractor. Upon request, Business Associate shall provide the applicable Party with a copy of the written agreement or contract entered into by Business Associate and its subcontractor to meet the obligations of Business Associate under this section.

2.6 Business Associate shall develop, implement, maintain, and use appropriate safeguards to prevent any use or disclosure of PHI other than as provided by this Agreement, and to implement administrative, physical, and technical safeguards as required by Subpart C Part 164 of title 45, Code of Federal Regulations, and HITECH in order to protect the confidentiality, integrity, and availability of PHI that Business Associate creates, receives, maintains, or transmits, to the same extent as if Business Associate were a Participant. See HITECH § 13401.

2.7 The additional requirements of Title XIII of HITECH that relate to privacy and security and that are made applicable with respect to covered entities shall also be applicable to Business Associate and shall be and by this reference are hereby incorporated into this Agreement.

2.8 Business Associate agrees to adopt the technology and methodology standards provided in any guidance issued by the Secretary pursuant to HITECH §§ 13401-13402.

2.9 Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI by Business Associate in violation of the requirements of this Agreement and to notify the applicable Party of any breach of unsecured PHI, as required under HITECH § 13402.

2.10 During the term of this Agreement, Business Associate shall pay direct costs and notify the applicable Party promptly, and without unreasonable delay, of any suspected or actual Security Incident or breach of security, intrusion or unauthorized use or disclosure of PHI and/or any actual or suspected use or disclosure of data in violation of any applicable federal or state laws or regulations, or any legal action against Business Associate arising from an alleged HIPAA violation. Business Associate shall take (i) prompt action to correct any such deficiencies and (ii) any action pertaining to such unauthorized disclosure required by applicable federal and state laws and regulations.

2.11 Business Associate shall report, in writing, to the applicable Party any use or disclosure of PHI that is not authorized by the Agreement. Such written notice shall be provided to the applicable Party without unreasonable delay and in no event more than five days after Business Associate becomes aware, or should have become aware by exercising reasonable diligence, of such use or disclosure. [45 C.F.R. § 164.410].

2.12 Business Associate acknowledges that Business Associate is subject to applicable provisions of 45 C.F.R. Part 164, Subpart D. In addition to its required notification to the Individual, HHS, and media (as appropriate) under the law, Business Associate further acknowledges that Business Associate shall, following the discovery of a breach of Unsecured PHI, notify the applicable Party of such breach as such is required under 45 C.F.R. § 164.410(a)(1). For purposes of this Section 2.10, “breach” has the meaning provided at 45 C.F.R. § 164.402. Breaches shall be treated as discovered by Business Associate as provided under 45 C.F.R. § 164.410(a)(2). Business Associate shall provide notification of a Breach of Unsecured PHI to the applicable Party without unreasonable delay and in no event more than sixty days after discovery of a breach (discovery of a breach is defined as the first day on which the breach is known or by exercising reasonable diligence would have been known). The notification shall include, to the extent possible, the date of the breach, the nature of the breach, and the identification of each individual whose Unsecured PHI has been, or is reasonably believed to have been, accessed, acquired, used, or disclosed during the breach. Business Associate shall also provide any other available information that is required for the applicable Party to include in the notification of the individual as provided at 45 C.F.R. § 164.404(c) at the time provided for notifying the applicable Party of the breach as provided in this Section 2.12 or promptly thereafter as such information becomes available.

2.13 Pursuant to the Security Rule requirements, Business Associate agrees to implement a mechanism to encrypt electronic PHI, or if implementing encryption is not reasonable and appropriate, document the reason for that determination and implement an equivalent alternative measure that is reasonable and appropriate under the circumstances.

2.14 To the extent that Business Associate maintains any PHI in Designated Record Sets, Business Associate shall make PHI in Designated Record Sets that are maintained by Business Associate or its agents or subcontractors, if any, available to the applicable Party for inspection and copying within five days of a request by the applicable Party to enable the applicable Party to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 CFR § 164.524 and 164.526.

2.15 To the extent that Business Associate maintains any PHI in Designated Record Sets, within thirty (30) calendar days of receipt of a request from the applicable Party for an amendment of PHI or a record about an Individual maintained in a Designated Record Set, Business Associate or its agents or subcontractors, if any, shall make such PHI available to the applicable Party for amendment and shall incorporate any such amendment to enable the applicable Party to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 CFR § 164.524. If an Individual requests an amendment of PHI directly from Business Associate or its agents or subcontractors, if any, Business Associate must notify the applicable Party in writing within thirty (30) days of the request. Any denial of amendment of PHI maintained by Business Associate or its agents or subcontractors, if any, shall be the responsibility of the Participant. Upon the approval of Participant, Business Associate shall appropriately amend the PHI maintained by it, or any agents or subcontractors.

2.16 Business Associate agrees to document any disclosures of PHI, and any information related to such disclosures, as would be required for the applicable Party to respond to a request by an individual for an accounting of disclosures of the PHI in accordance with 45 C.F.R. §164.528 and, if required by and upon the effective date of, Section 13405(c) of HITECH and related regulatory guidance. Within thirty (30) days of notice by the applicable Party of a request for an accounting of disclosures of PHI, Business Associate and any agents or subcontractors shall make available to the applicable Party the information required to provide an accounting of disclosures to enable the applicable Party to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 CFR

§164.528 and, if required by and upon the effective date of, Section 13405(c) of HITECH and related regulatory guidance. If the request for an accounting pursuant to 45 CFR §164.528 and, if required by and upon the effective date of, Section 13405(c) of HITECH and related regulatory guidance is delivered directly to Business Associate or its agents or subcontractors, if any, Business Associate shall within five business (5) days of a request notify Participant about such request. Participant shall either inform Business Associate to provide such information directly to the Individual, or it shall request the information to be immediately forwarded to Participant for compilation and distribution to such Individual. Business Associate shall not disclose any PHI unless such disclosure is Required by Law or is in accordance with this Agreement. Business Associate shall document such disclosures. Notwithstanding Section 4.4, Business Associate and any agents or subcontractors shall continue to maintain the information required for purposes of complying with this Section 2.16 for a period of six (6) years after termination of the Agreement.

2.17 Business Associate shall make its internal practices and records relating to the use and disclosure of PHI available to the Secretary or Covered Entity for purposes of determining the applicable Party's compliance with the Privacy Rule within 5 business days of a request. Business Associate shall notify the applicable Party regarding any PHI that Business Associate provides to the Secretary concurrently with providing such PHI to the Secretary, and upon request by Participant, shall provide Participant with a duplicate copy of such PHI.

2.18 Business Associate and its agents or subcontractors, if any, shall only request, use and disclose the minimum amount of PHI necessary to accomplish the purpose of the request, use or disclosure. Business Associate agrees to comply with the Secretary's guidance on what constitutes minimum necessary. See HITECH § 13405.

2.19 Business Associate acknowledges that Business Associate has no ownership rights related to the PHI. Covered Entity holds all right, title, and interest in PHI.

2.20 Except as otherwise limited in this Agreement, Business Associate may use PHI to provide Data Aggregation services to the applicable Party as permitted by 45 CFR §164.504(e)(2)(i)(B).

2.21 Business Associate shall notify the applicable Party of any requests by individuals received by Business Associate that include a request for access to, or amendment of, PHI. Business Associate shall promptly forward any such individual requests received directly by the Business Associate to the applicable Party's Chief Privacy Officer. Participant shall be responsible for responding, or objecting, to all such individual requests in accordance with Participant's HIPAA privacy policies that address an individual's right to request access to, amendment of, or an accounting of disclosures of PHI. Business Associate shall cooperate and provide available information related to the use and disclosure of Protected Health Information to the extent required (within 30 days) by Participant to comply with such Participant policies.

2.22 If Business Associate knows of a pattern of activity or practice by the applicable Party that constitutes a material breach or violation of the Participant's obligations under this Agreement, Business Associate will take reasonable steps to notify Participant of the breach and seek Participant's cure of the breach or resolution of the violation. If all such steps are unsuccessful within a period of thirty (30) days, Business Associate will either: (1) terminate the Agreement, if feasible; or (2) report the problem to the Secretary.

2.23 Business Associate agrees that any PHI transmitted electronically and/or stored on any type of mobile media, including lap top computers, tablet computers, smart phones, etc., must be encrypted, and that information stored whether intentional or not is subject to HIPAA Rules provisions for Business Associates.

2.24 Business Associate agrees, to the extent Business Associate is to carry out one or more of Covered Entity's obligations under Subpart E of 45 CFR Part 164, it will comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligations.

2.25 Except as otherwise limited in this Agreement, Business Associate may disclose PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of the Business Associate, provided the disclosures are required by law, or Business Associate obtains reasonable assurances from the person or organization to whom the information is disclosed that the information will remain confidential and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person or organization, and the person or organization notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

2.26 Business Associate is not authorized to de-identify in accordance with 45 CFR 164.514(a)-(c), PHI received by Business Associate by or on behalf of Covered Entity; nor is Business Associate authorized to use de-identified information received from Covered Entity for a purpose not authorized by this Agreement, except with the prior written consent of the Covered Entity.

2.27 Business Associate agrees to make uses and disclosures and requests for PHI consistent with the requirements of 45 CFR 164.502(b) and 164.514(d).

3. COVERED ENTITY OBLIGATIONS

3.1 Covered Entity shall provide AHIE with the notice of any privacy practices that Covered Entity produces in accordance with 45 CFR § 164.520, as well as any changes to such notice.

3.2 Covered Entity shall notify Business Associate of any limitations in the notice of privacy practices of Covered Entity under 45 CFR 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of PHI.

3.3 Covered Entity shall notify Business Associate of any PHI that is subject to any arrangements permitted or required of Covered Entity under the Privacy Rule that may materially impact in any manner the use and/or disclosure of PHI by Business Associate under this Agreement, such as changes in, or revocation of, the permission by an Individual to use and disclose his or her PHI as provided for in 45 CFR 164.522 and agreed to by Covered Entity, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

3.4 Covered Entity shall not request AHIE to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by Covered Entity, except if there is a written agreement by Covered Entity and Business Associate for the Business Associate to use or disclose PHI for data aggregation or management and administrative and legal responsibilities of the Business Associate..

3.5 Covered Entity agrees to provide or deliver PHI that is minimally necessary to enable the Business Associate to meet its obligations under the Underlying Agreement.

4. LIABILITY

Neither party shall be liable for any claims, demands, expenses, liabilities and losses (including reasonable attorney's fees) which may arise out of any acts or failures to act by the other party, its employee or agents, in connection with the performance of services pursuant to this Agreement, including the AHIE Policy Manual.

5. TERMINATION

5.1 Term. The obligations set forth in this section shall be effective as of the date the first PHI is released to Business Associate pursuant to this Agreement, and shall terminate only when all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Section.

5.2 Termination for Cause. Upon Covered Entity's knowledge of a violation of a term of this Agreement by Business Associate, Covered Entity shall provide an opportunity for Business Associate to cure or end the violation. Covered Entity may terminate this Agreement if Business Associate does not cure or end the violation within the time specified by Covered Entity.

5.3 Obligations of Business Associate Upon Termination. Except as otherwise agreed to in the Underlying Agreement, upon termination of this Agreement for any reason, Business Associate, with respect to PHI received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, shall:

- a. Retain only that PHI which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;
- b. Return to Covered Entity [or, if agreed to by Covered Entity, destroy] the remaining PHI that the Business Associate still maintains in any form;
- c. Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic PHI to prevent use or disclosure of the PHI, other than as provided for in this Section, for as long as Business Associate retains the PHI;
- d. Not use or disclose the PHI retained by Business Associate other than for the purposes for which such PHI was retained and subject to the same conditions set out in Section II of this Agreement which applied prior to termination; and

e. Return to Covered Entity [or, if agreed to by Covered Entity, destroy] the PHI retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities.

5.4 Survival. The obligations of Business Associate under this Section shall survive the termination of this Agreement.

6. MISCELLANEOUS

6.1 A reference in this Agreement to a section in the Privacy Rule means the Privacy Rule section as in effect or as amended.

6.2 Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer, upon any person other than Participant, Business Associate, or their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.

6.3 The Parties are independent contractors and nothing in this Agreement shall be deemed to make them partners or joint venturers.

6.4 If any modification to this Agreement is Required By Law or required by HITECH or any other federal or state law affecting this Agreement, or if an amendment to this Agreement is needed because of a change in federal or state law or changing industry standards, Business Associate and Participant will negotiate in good faith to amend this Business Associate Agreement to remain in compliance with all applicable laws and regulations.

6.5 Business Associate will comply with all appropriate federal and state security and privacy laws, to the extent that such laws apply to Business Associate or are more protective of Individual privacy than are the HIPAA laws.

6.6 All notices which are required or permitted to be given pursuant to this Agreement shall be in writing and shall be sufficient in all respects if delivered personally, by electronic facsimile (with a confirmation by registered or certified mail placed in the mail no later than the following day), or by registered or certified mail, postage prepaid, addressed to a party as indicated below:

If to AHIE:

Alabama Medicaid Agency
501 Dexter Avenue
Montgomery, Alabama 36130

If to Participant:

**AHIE PARTICIPATION AND
DATA USE AND RECIPROCAL SUPPORT AGREEMENT**

This AHIE Participation and Data Use and Reciprocal Support Agreement ("DURSA" or "Participation Agreement") is made and entered into by and between Alabama One Health Record® the Health Information Exchange ("AHIE") for the State of Alabama, and Salisbury County Commission the undersigned (hereinafter referred to as "Participant") as of the Effective Date.

WITNESSETH:

WHEREAS, Participant seeks to participate in AHIE, a multi-partner electronic health information exchange organization formed for the purpose of improving the quality, safety, and efficiency of health care in Alabama;

WHEREAS, One Health Record (or AHIE) provides an interoperable Health Information Exchange that links health care community participants and provides for the exchange of electronic data in accordance with certain standards and applicable law;

WHEREAS, the purpose of AHIE is to facilitate the electronic exchange of protected health information ("PHI") among Participants for Permitted Purposes;

WHEREAS, Participant, pursuant to the terms of this Participation Agreement and the AHIE Policy Manual incorporated by reference herein, will make individuals' PHI accessible to other Participants in AHIE;

WHEREAS, Participant desires to enter into this Participation Agreement with AHIE to participate in and have access to AHIE's state level Core Services and technology platform;

WHEREAS the Parties desire to comply with all applicable state and federal laws intended to protect the privacy and electronic security of PHI of individuals whose data may be transmitted by or on behalf of one or more of these Parties;

WHEREAS, as a condition of participation in One Health Record, all Participants must enter into this Participation Agreement for the purposes of electronic data exchange and have agreed to do so;

WHEREAS, as a condition of participation in One Health Record, all Participants have agreed to abide by the AHIE Policy Manual, as amended from time to time;

NOW, THEREFORE, for and in consideration of the mutual covenants herein contained, the Participant agrees as follows:

1. DEFINITIONS

The definitions set forth in the AHIE Policy Manual, as amended from time to time, shall apply to the terms used in this Participation Agreement.

2. GRANT OF RIGHTS

2.1 Grant by AHIE.

AHIE grants to each Participant, and each Participant shall be deemed to have accepted, a non-exclusive, personal, nontransferable, limited right to have access to and to use the System for the purposes of complying with the obligations described in this Section 2, subject to the Participant's full compliance with this Participation Agreement and the AHIE Policy Manual. AHIE retains all other rights to AHIE and all the components thereof. No Participant shall obtain any rights to AHIE except for the limited rights to use the System expressly granted by this Participation Agreement and the AHIE Policy Manual.

2.2 Provision of Health Data.

The Participant shall participate in and maintain its connection to the AHIE record locator service ("RLS")-based, peer-to-peer network and provide through the System the information, including PHI as required for the role based access controls as set forth in Section 4 of this Participation Agreement.

2.3 Measures to Assure Accuracy of Data.

Each Participant shall, in accordance with the AHIE Policy Manual, use reasonable and appropriate efforts to assure that all data it provides to the System is accurate, reasonably complete, and provided in a timely manner.

2.4 License.

Subject to Section 2.5 (Limitations on Use of PHI) below, the Participant grants to AHIE a perpetual, non-exclusive, royalty-free right and license (i) to license and/or otherwise permit other Participants to access through AHIE and use all PHI provided by the Participant in accordance with this Participation Agreement and the AHIE Policy Manual, and (ii) to use such PHI to carry out the duties of AHIE under this Participation Agreement and the AHIE Policy Manual, including without limitation System administration, testing, problem identification and resolution, management of the System, data aggregation activities as permitted by applicable state and federal laws and regulations, including without limitation, those promulgated under HIPAA, and otherwise as the Governing Authority determines is necessary and appropriate to comply with and carry out AHIE obligations under all applicable federal and state laws and regulations.

SPECIFIC FOR LABS: For laboratory Participants, subject to Section 2.5 (Limitations on Use of PHI) below, the Participant expressly agrees to permit and allow OneHealthRecord to capture PHI and other data as it is delivered to a requester through the AHIE.

2.5 Limitations on Use of PHI.

Notwithstanding Section 2.4 (License) above, PHI provided by a Participant to AHIE may only be accessed, used, or disclosed by other Participants for Permitted Purposes. Each Participant shall require that its users only use AHIE for Permitted Purposes.

3. RESPONSIBILITIES OF AHIE

3.1 AHIE shall provide the overall guidance for the operation of AHIE and the System, including its security and privacy and its technical components. AHIE shall have the following responsibilities and perform the following functions:

- a.** Audit, in accordance with the policies and procedures set forth in the AHIE Policy Manual, and in circumstances such as, but are not limited to, receipt of notice of a violation or suspected violation of this Participation Agreement and/or the AHIE Policy Manual; receipt of a complaint from an individual or the individual's representative regarding access, use, or disclosure of that individual's PHI, or at random as needed to ensure compliance.
- b.** Develop and implement the technical components for the operation of the AHIE.
- c.** AHIE will make One Health Record available to Participants for Permitted Purposes.
- d.** Report and investigate unauthorized uses and security incidents within the System.
- e.** Maintain the functionality of the System and the services it provides in accordance with the AHIE Policy Manual, and provide such service, security, and other updates as AHIE determines are appropriate from time to time.
- f.** Provide training information and materials to each Participant regarding the Participant's and its Authorized Users' rights and obligations under its Participation Agreement and the access and use of the System and its services, including such user manuals and other resources AHIE determines appropriate to support the System and its services, including without limitation training for new or additional Authorized Users when added by the Participant.
- g.** AHIE may offer and may provide enhanced support services to assist Participant in the installation, implementation, and maintenance of the software and use of One Health Record beyond what the AHIE is obligated under this Participation Agreement and may establish a fee for these enhanced support services. This is an optional service, and Participant may accept or reject these services.

4. RESPONSIBILITIES OF PARTICIPANT

The Participant shall comply with the AHIE Policy Manual, as amended from time to time by the Governing Authority, and shall have the following responsibilities and perform the following functions:

- 4.1** Fully comply with all applicable state and federal laws and regulations.

4.2 Provide to AHIE with all information reasonably requested and needed by One Health Record to discharge its duties under this Participation Agreement or Applicable Law.

4.3 Each Participant shall have policies and procedures in place that govern its Authorized Users' ability to access information through One Health Record and ensure that its Authorized Users who must access the System as part of their job responsibilities execute individual User Agreements prior to accessing the System.

4.4 Terminate Authorized User system identifications and passcodes at the time of termination of employment or other business relationships with the Participants.

4.5 Monitor compliance with individual Authorized User login and passcode use and strictly enforce a prohibition on any sharing of an Authorized User's login and passcode.

4.6 Terminate or suspend individual Authorized User login and/or passcodes when a violation of internal policies and procedures has occurred or when a violation of the use of AHIE, per this Participation Agreement or the AHIE Policy Manual, as identified by AHIE staff.

4.7 Permit patients to opt out of having their PHI exchanged through AHIE.

4.8 Each Participant shall be responsible for ensuring that any requirements under applicable state or federal law, including but not limited to, obtaining consent and authorization for the disclosure of sensitive data, if required, have been met before making that data available for exchange through AHIE.

4.9 Maintain full compliance with the AHIE Policy Manual.

4.10 Participant and Participant Users shall be solely responsible for all decisions and actions taken or not taken involving patient care, utilization management, and quality management for their respective patients and clients resulting from or in any way related to the use of One Health Record or the data made available thereby. No Participant or Participant User shall have any recourse against, and each hereby waives any claims against the AHIE for any loss, damage, claim, or cost relating to or resulting from its own use or misuse of One Health Record and/or the data made available thereby.

4.11 Cooperate with all requests for audits initiated by AHIE or its agents by providing all requested information.

4.12 Maintain Business Associate Agreements which comply with HIPAA rules and the AHIE Policy Manual.

4.13 Provide appropriate and adequate training to all of the Participant's personnel, including without limitation Authorized Users, regarding the requirements of applicable laws and regulations governing the confidentiality, privacy, and security of PHI, including without limitation requirements imposed under HIPAA.

4.14 Comply with the standards for the confidentiality, security, and use of patient health information, including without limitation protected health information described in HIPAA, as provided in the AHIE Policy Manual.

4.15 Report to AHIE any access, use, or disclosure of PHI in violation of this Participation Agreement, including the AHIE Policy Manual.

4.16 Each Participant shall be responsible for maintaining a secure environment that supports the operation and continued development of One Health Record. Participants shall use appropriate safeguards to prevent use or disclosure of PHI other than as permitted by this Participation Agreement, including appropriate administrative, physical, and technical safeguards that protect the confidentiality, integrity, and availability of PHI.

4.17 Each Participant shall ensure that it employs security controls that meet applicable industry or Federal standards so that any transmissions will not introduce any viruses, worms, unauthorized cookies, Trojans, malicious software, or other program, routine, sub-routine, or data designed to disrupt the proper operation of a System or any part thereof or any hardware or software used by a Participant in connection therewith, or which, upon the occurrence of a certain event, the passage of time, or the taking of or failure to take any action, will cause a System or any part thereof or any hardware, software or data used by a Participant in connection therewith, to be improperly accessed, destroyed, damaged, or otherwise made inoperable. In the absence of applicable industry standards, each Participant shall use all commercially reasonable efforts to comply with the requirements of this Article.

5. AUTHORIZED USERS

5.1. User Agreements.

Every Participant must execute a User Agreement with each Authorized User that Participant will allow to utilize AHIE in accordance with this Participation Agreement prior to allowing the Authorized User to access the System.

5.2 Identification of Authorized Users.

Each Participant shall maintain a list identifying all the Participant's Authorized Users and the unique system identification for each. The Participant shall update such list whenever an Authorized User is added or removed by reason of termination of employment or otherwise. Participant shall provide AHIE with a copy of this list upon request.

5.3 Certification of Authorized Users.

Participant shall endure, and by granting access to AHIE thereby certifies to AHIE, that an

Authorized User:

- a.** Has completed a training program conducted by Participant;
- b.** Will be permitted by Participant to use the System and its services only as reasonably necessary for the performance of Participant's activities in accordance with the role based access controls under which Participant is registered with AHIE;

c. Has agreed not to disclose to any other person any passwords and/or other security measures issued to the Authorized User;

d. Has acknowledged in writing that his or her failure to comply with this Participation Agreement and the AHIE Policy Manual may result in the withdrawal of privileges to use the System and its services and may constitute cause for other actions by Participant.

5.4 No Use by Other than Authorized Users.

Participant shall restrict access to the System and, if applicable, use of its services, only to Authorized Users in accordance with this section. AHIE is not responsible for unauthorized access to Participant's transmission facilities or equipment by individuals or entities using the AHIE System or for unauthorized access to, or alteration, theft, or destruction of Participant's data files, programs, procedures, or information through the AHIE System, whether by accident, fraudulent means or devices, or any other method. Participant is solely responsible for validating the accuracy of all output and reports and protecting Participant's data and programs from loss by implementing appropriate security measures, including routine backup procedures. Participant waives any damages occasioned by lost or corrupt data, incorrect reports, or incorrect data files.

5.5 Responsibility for Conduct of Participant and Authorized Users.

Participant shall be solely responsible for any damage caused in whole, or in part, by its actions, including but not limited to damage to a computer system, loss of data, and any damage to the OHR System caused by Participant, an Authorized User of Participant, or any person using a user ID assigned to Participant or a member of Participant's workforce. Participant agrees that it shall defend, indemnify, save and hold harmless AHIE from and against any and all lawsuits, demands for arbitration, and/or any other claims whatsoever styled, arising out of or relating to Participant's use of the AHIE System.

6. TERM OF AGREEMENT

The initial term of this Participation Agreement shall commence on the effective date of this Participation Agreement and terminate on December 31 of that same year. Upon the expiration of the initial term, this Participation Agreement shall automatically renew for successive one-year terms unless terminated pursuant to this Article.

7. BUSINESS ASSOCIATE AGREEMENT

Participant and AHIE agree to enter into and be bound by the terms, conditions, and obligations of the Business Associate Agreement executed concurrently with this Participation Agreement.

8. FEES

Fees for participation in AHIE will be set by the AHIE Governing Authority. Participant agrees to and shall pay AHIE its first annual fee concurrently upon execution of this Participation Agreement. Thereafter, fees are due annually on the renewal date of this Participation Agreement. The Governing Authority may modify the Fee Schedule as necessary to ensure the ongoing sustainability of AHIE and fair cost allocation among all Participants. If Participant chooses to renew this Participation Agreement at the end of the term, as discussed above in Section 6, Participant agrees that the renewed Participation Agreement will incorporate the Fee Schedule in effect for all Participants as of the renewal date.

FOR ADMH and ADPH Only: These fees are not applicable to the state agencies, Alabama Department of Mental Health and Alabama Department of Public Health, as of the date of this agreement.

9. SOFTWARE, HARDWARE AND EQUIPMENT

9.1 AHIE owns, and will obtain in the future, all the software necessary to operate One Health Record. Participant agrees that all such ownership rights shall remain with AHIE. Upon termination or expiration of this Participation Agreement, all such software owned by AHIE shall be returned to AHIE in good condition, reasonable wear and tear excepted.

9.2 Each Participant shall be responsible for procuring all hardware, equipment, and software necessary for it to access the System, use its services (including the software), and provide to AHIE all information required to be provided by Participant ("Participant's Required Hardware and Software"). Each Participant's Required Hardware and Software shall conform to AHIE's specifications as set forth in the AHIE Interoperability Services Guide in the AHIE Policy Manual. AHIE may change such specifications as necessary with the prior approval of the Governing Authority. The Governing Authority must specify the time period in which the change must be implemented; however, Participant shall always have at least sixty (60) days to implement any such change. As part of Participant's obligation to provide Participant's Required Hardware and Software, Participant shall be responsible for ensuring that all Participant's computers to be used to interface with the System are properly configured, including but not limited to the operating system, web browser, and Internet connectivity.

9.3 AHIE grants to each Participant a non-exclusive, personal, nontransferable, limited license to use the software for access to or use of the System.

9.4 Participant shall not, without AHIE's prior written consent, copy any of the software.

9.5 Participant shall not modify, reverse engineer, decompile, disassemble, re-engineer or otherwise create or permit or assist others to create the software or the System otherwise, or to create any derivative works from the software or the System.

9.6 The software includes certain third-party software, hardware, and services, which may be subject to separate licenses or subscription or other agreements or may require that Participant enter into such agreements with third-party vendors. Participant shall execute such agreements as may be required for the use of such software, hardware or services, and to comply with the terms of any applicable license or other agreement relating to third-party products included in software.

9.7 Participant shall use reasonable efforts to ensure that its connection to and use of the System, including without limitation the medium containing any data or other information provided to the System, does not include, and that any method of transmitting such data will not introduce, any program, routine, subroutine, or data (including without limitation malicious software or "malware," viruses, worms, and Trojan Horses) which will disrupt the proper operation of the System or any part thereof or any hardware or software used by AHIE in connection therewith, or which, upon the occurrence of a certain event, the passage of time, or the taking of or failure to take any action will cause the System or any part thereof or any hardware, software or data used by AHIE or any other Participant in connection therewith, to be destroyed, damaged, or rendered inoperable. AHIE must use similar reasonable efforts to ensure that it does not adversely impact Participant operations.

10. INTELLECTUAL PROPERTY

The Parties acknowledge and agree that any and all intellectual property rights, titles and interests in AHIE and the System are now and shall be in the future owned by AHIE and/or its partners or vendors.

11. LIABILITY

Neither party shall be liable for any claims, demands, expenses, liabilities and losses (including reasonable attorney's fees) which may arise out of any acts or failures to act by the other party, its employee or agents, in connection with the performance of services pursuant to this Participation Agreement or the AHIE Policy Manual. In addition, the Parties are independent contractors and nothing in this Agreement shall be deemed to make them partners or joint venturers.

12. TERMINATION

12.1 A Participant may terminate its participation in AHIE by terminating this Participation Agreement, with or without cause, by giving OHR at least ten (10) business days prior written notice. Once proper notice is given, AHIE shall be empowered to revoke access to One Health Record as of the date of termination specified in the notice.

12.2 If either Party fails to perform as required by this Participation Agreement, the other Party may terminate this Participation Agreement by giving ten (10) days written notice of termination to the non-performing Party. Termination by AHIE must have the prior approval of the Governing Authority. AHIE shall retain rights to any and all necessary data relative to security and audit requirements.

12.3 Upon any termination of this Participation Agreement, Participant shall cease to be a Participant; neither Participant nor its Authorized Users shall have any rights to access or use the System.

12.4 The following provisions of this Participation Agreement shall survive any termination of this Participation Agreement: Section 10 (Intellectual Property); Section 11 (Liability), and specified provisions of the Business Associate Agreement.

12.5 Upon termination, Participant shall return all equipment, hardware and software applications belonging to AHIE. AHIE shall retain rights to any and all necessary data relative to security and audit requirements. This period can be shortened by agreement of the Parties which shall be in writing and signed by both Parties.

13. CHANGES TO THE AHIE POLICY MANUAL

13.1 The Governing Authority may amend, repeal, or replace the terms contained in the AHIE Policy Manual at any time and shall give Participants notice of those changes. Subject to Section

13.2 below, any such change to the AHIE Policy Manual shall automatically be incorporated by reference into this Participation Agreement and be legally binding upon AHIE and the Participant sixty (60) days following AHIE's notification to Participant of a change to the AHIE Policy Manual.

13.2 If Participant objects to a change, Participant may terminate this Participation Agreement by giving AHIE written notice thereof not more than sixty (60) days following AHIE's notice of the change. Notwithstanding any other provision of this Participation Agreement, such termination of the Participation Agreement shall be effective as of the date of AHIE's receipt of Participant's written notice of termination. AHIE shall retain rights to any and all necessary data relative to security and audit requirements.

14. ACCURACY OF DATA

Participant shall be solely responsible for ensuring the accuracy, completeness, and quality of Participant's data that it maintains and makes available through One Health Record. AHIE assumes no and shall have no responsibility for the accuracy, completeness, and/or quality of Participant's PHI.

15. ADDITIONAL PARTICIPANTS

The Parties expressly acknowledge that it is the intent of both Parties that other Participants join and participate in AHIE to facilitate the secure and confidential transmission of PHI among Participants in accordance with the terms of this Participation Agreement and the incorporated AHIE Policy Manual. Upon AHIE's acceptance of a new Participant, AHIE shall ensure that the new Participant executes and becomes bound by the Participation Agreement, the Business Associate Agreement and the AHIE Policy Manual, with the result that current Participants and the new Participant are all bound by an identical Participation Agreements. The new Participant shall not be granted the right to participate in AHIE until both the new Participant and AHIE execute the Participation Agreement.

16. NOTICE

Any and all notices or other communications required or permitted under this Participation Agreement shall be sufficient if given in writing and hand delivered or sent by United States Certified Mail, postage prepaid, return receipt requested or by overnight delivery service with confirmation of delivery, postage pre-paid, and properly addressed to:

AHIE or One Health Record®:

Participant:

17. IMPOSSIBILITY

The failure of a Party to fulfill any of its obligations under the contract shall not be considered to be a breach of, or default under, this Participation Agreement insofar as such inability arises from events which are beyond the reasonable control of a Party and which makes a Party's performance of its obligations under this Participation Agreement impossible or so impractical as to be considered impossible under the circumstances, such as but not limited to: (a) severe weather and storms; (b) earthquakes or other natural occurrences; (c) strikes or other labor unrest; (d) power failures; (e) nuclear or other civil or military emergencies; (f) acts of legislative, judicial, executive, or administrative authorities; provided that the Party affected by such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event. This Section shall not apply to obligations imposed under Applicable Law and regulations or obligations to pay money.

18. TRANSFER

No benefit or obligation of any Participant under this Participation Agreement may be assigned or transferred by the Participant, either voluntarily or by operation of law, without the prior written consent of AHIE, which AHIE may withhold in its sole discretion.

19. ENTIRE AGREEMENT

This Participation Agreement and the AHIE Policy Manual incorporated by reference herein constitute the entire understanding of the Parties, and there are no other written or oral understandings or promises between the Parties with respect to the subject matter of any of this Participation Agreement other than those contained or referenced herein. All modifications or amendments to this Participation Agreement shall be in writing and signed by all parties.

20. GOVERNING LAW

The validity, construction, interpretation, performance, or dispute arising from this Participation Agreement shall be governed by the laws of the State of Alabama. Venue for any action at law or in equity to interpret or enforce the terms and conditions of this Participation Agreement shall lie exclusively in the state or federal courts of Montgomery County, Alabama.

21. WAIVER

No provision of this Participation Agreement shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse for, any other different or subsequent breach.

22. CAPTIONS

The captions and headings throughout this Participation Agreement are for reference purposes only, and the words contained therein may in no way be held to explain, modify, amplify, or aid in the interpretation or construction of meaning of the provisions of this Participation Agreement.

23. LEGAL EFFECT

The rights and obligations of the parties under this Participation Agreement shall inure to the benefit of and shall be binding upon their respective heirs, executors, administrators, successors, and assigns of Participant. However, there shall be no third party beneficiaries of this Participation Agreement.

24. COUNTERPARTS

This Participation Agreement may be executed in counterparts, each of which shall be deemed an original and together shall constitute one and the same Participation Agreement.

IN WITNESS WHEREOF, the Parties have executed this Participation Agreement on this 28th day of July, 2021 the Effective Date.

One Health Record® (AHIE)

Signature: Gary D. Parker

Title: Director

PARTICIPANT

Type Signature: [Signature]

Title: Chairman

By typing your name here, you are signing this application electronically. You agree your electronic signature is the legal equivalent of your manual signature on this application.