

**Val Verde Memorial Gardens**  
P.O. Box 671 – 2 1/2 Mi. N. Val Verde Rd.  
Donna, Texas 78537  
956-464-6060 Fax 956-464-6284

August 31, 2006

To Whom It May Concern:

I am Danny Mills, manager of Val Verde Memorial Gardens and Crematorium. Val Verde Memorial Gardens does all the cremations for Memorial Funeral Home, both their Edinburg and San Juan location.

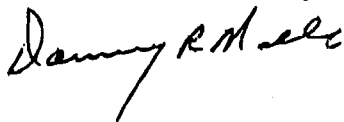
After all the problems in Atlanta, Georgia with cremations, the state of Texas came up with guidelines for crematoriums.

I want to inform you that effective immediately we will not be able to cremate "John Doe" or unidentified human remains.

Thank you for your time and if you have any questions I can be reached on my mobile phone at 956-802-7105.

I am enclosing a copy of the chapter 716 for you to read.

Sincerely,



Danny R. Mills  
President



HUMAN SERVICES  
County Of Hidalgo

**Ramon Garcia**  
County Judge

To: Marty Salazar

From: Rudy de la Viña

A handwritten signature in black ink, appearing to be "RW", is written over the name "Rudy de la Viña".

Date: September 28, 2006

After reviewing the sole bid for "Funeral Services" it is being recommended that the bid be awarded to Memorial Funeral Home of Edinburg and San Juan.

Memorial Funeral Home is current provider and has complied with all the requirements set out in the contract.

If we will no longer be allowed to cremate John Does it is being recommended that we contact Mr. Lalo Arcaute of San Juan Cemetery to see if we can get a cheaper rate than \$1,050 per plot.

As per memo from Leon de Leon concerning disposal of cremains, he has been previously advised by Steve Crain, cremains do not have to be buried. They may be scattered on a lawn or a park, etc.

Furthermore, as per Steve Crain, John Does can be cremated. Mr. Crain quoted another statue that allows for this because it is the least expensive way of disposal.

If in need of additional information, please advice.

September 19, 2006

Hidalgo County Purchasing Dept.  
Administration Building  
100 E. Cano St., 4<sup>th</sup> Floor  
Edinburg, TX 78539

Re: John Doe burials

To Whom It May Concern:

As you are aware we are no longer allowed to cremate unidentified remains (John Does). Because we can no longer cremate unidentified remains our only option is to bury these persons. At this time the least expensive cemetery is San Juan Cemetery which charges \$1050.00 per cemetery plot including opening and closing. Hidalgo County currently pays \$250.00 which means that we would need an additional \$800.00 to cover this expense. We would like to know if Hidalgo County is willing to pay the total amount of \$1050.00 to bury these unidentified remains.

Your attention to this matter is greatly appreciated. Please contact us if you have any questions or need additional assistance.

Thank you,



Leon De Leon

**Unidentified and Unclaimed Cremated Remains**

John Doe	#8580	Ramon H. Martinez	#8366
John Doe	#8754	Leon Ramirez	#8489
John Doe	#8764	Guadalupe D. Rodriguez	#8498
John Doe	#8785	Roberto Gonzalez	#8765
John Doe	#8834	James G. Hazeltine	#8581
John Doe	#9028	Cleotilde Gonzalez	#9593
John Doe	#9063	Mario Hector Avila	#9594
John Doe	#9094	Edward R. Higgins	#9699
John Doe	#9400	Renaix Decastile	#9719
John Doe	#9468	Lola Arnst	#9731
John Doe	#9469	Abelardo Trevino	#9741
John Doe	#9642		
John Doe	#9656		
John Doe	#000209		
John Doe	#000210		

**HIDALGO COUNTY**  
**"Funeral & Burial Services for Paupers (Pool)"**  
Bid No: 2006-264-09-20-otm

**BID PAGE**  
**OPTION "A"**

**SCHEDULE OF ITEMS**

Cremation or Traditional Funeral Services

**All "Funeral Services" will be on "an needed basis only". There is no guarantee of any annual volume. The figures provided in the general information Item 7 (page 2), are merely historical quantities for either Option A & B and are subject to change. This does not in any way obligate the County of Hidalgo to any fixed quantities for each.**

**Bidders must provide copies of licenses, and certifications required by law to conduct such services with the bid in order to be considered for award.**

Item No.	Description: Cremation or Traditional Funeral Services	Unit	** Unit Price must include cost to pick up bodies within Hidalgo County and transport to a cemetery contractor within Hidalgo County.
1	Adults (12 years and over)	each	\$ 850.00 (BURIAL)
2	Child (4-11 years)	each	\$ 850.00 (BURIAL)
3	Infant (0-3 years)	each	\$ 475.00
4	Cremation (12 years and over)	each	\$ 650.00
5	Cremation (0-11 years)	each	\$ 475.00
6	Interment of Cremated Remains	each	\$ 450.00

**(Award of Schedule "A" will be made in the aggregate, therefore in order to be considered for an award you must bid on a complete bid on all items listed above).**

\* DOES NOT INCLUDE OVERSIZE CASKET \*

**How long have you been licensed as a Funeral Director and/or Embalmer in the State of Texas?**  
25 years

**Name of Company:** MEMORIAL FUNERAL HOME

**Address:** PO BOX 1517

**City/State/Zip Code:** EDINBURG, TX 78540

**Telephone/Fax Number:** 956-380-1416/ 956-380-0207

STATE OF TEXAS       §  
                                  §  
COUNTY OF HIDALGO   §

**REQUIREMENTS AGREEMENT**

**THIS AGREEMENT** (the "Agreement") is entered into effective as of **October 28, 2006** by and between **Memorial Funeral Home**, a Corporation ("Seller") and **Hidalgo County**, in Hidalgo County, Texas ("Buyer").

**WHEREAS**, Buyer has solicited proposals for the supply of its requirements of **Burial Services for Paupers**, as further described in Exhibit "A" which is attached hereto and incorporated herein by reference for all purposes (the "Products") for a **period of one year with the County's option to renew for an additional year under the same rates, terms and conditions**. **Hidalgo County reserves the right to extend this bid award for an additional sixty (60) day grace period under at the end of the contract term due to unforeseen delay in the award of the new bid for next contract term; and**

**WHEREAS**, Seller has submitted a proposal to supply Buyer's requirements; and

**WHEREAS**, Buyer has determined that Seller has submitted the lowest and best bid to meet Buyer's requirements for the Product.

**NOW THEREFORE**, for and in consideration of the mutual covenants and conditions hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Buyer agrees to purchase from Seller, and Seller agrees to sell and deliver to Buyer, all of the Products that Buyer may require for use by Buyer in Hidalgo County projects for a period beginning on the effective date of this agreement and termination on from the effective date of this Agreement, and it is agreed that the Products will meet the specifications set forth in Exhibit "A" hereto.
2. When Buyer determines that it needs a quantity of the Products to be delivered, it will, according to its Purchasing Policies, complete and submit to Seller a Purchase Order describing the type and quantity of the Products required. The Products are to be delivered by Buyer to the location in Hidalgo County specified by Buyer in its Purchase Order.
3. Buyer agrees to pay Seller for each Purchase Order based on the prices set out in Exhibit "B". Seller shall render invoices for each Purchase Order, and the invoices shall be paid by Buyer on or before the 30th day following receipt of the invoice.

4. General Provisions.

a. **Conflict with Applicable Law.** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

b. **No Waiver.** No waiver by Buyer of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

c. **Entire Agreement.** This Agreement contains the entire contract between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representations or agreements in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by Buyer and Seller, and not otherwise.

d. **Texas Law to Apply.** This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

e. **Notice.** Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communications required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to Buyer:

Hidalgo County  
Attention: County Judge  
100 E. Cano, 2nd Floor  
Edinburg, Texas 78539

If to Seller:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes

at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the United States mail.

f. **Additional Documents.** The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.

g. **Successors.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

h. **Assignment.** This Agreement shall not be assignable.

i. **Headings.** The headings and captions contained in this Agreement are solely for convenient reference and shall not be deemed to affect the meaning or interpretation of any provision or paragraph hereof.

j. **Gender and Number.** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and the singular shall include the plural whenever and as often as may be appropriate.

k. **Authority to Execute.** The execution and performance of this Agreement by Buyer and Seller have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of Buyer and Seller in accordance with its terms.

l. **Commitment of Current Revenues Only.** In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, Buyer may terminate this Agreement upon ninety (90) days written notice to Seller. Buyer agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. § 271.903 (Vernon Supp. 1996).

m. **Purchasing Ethics.** Seller represents and warrants it has not, during the process of being awarded this contract violated the following ethical standards of Buyer and, upon and after the execution of this Agreement, agrees to abide by the following ethical standards of Buyer:

- (1) It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of Hidalgo County, or for any elected official, department head or employee or former elected official, department head or employee of Hidalgo County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an officer of employment in

connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advise, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor pending before any department or agency of Hidalgo County.

(2) It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for Hidalgo County, or any person associated therewith, as an inducement for the award of a subcontract or order.

**EXECUTED** effective as of the day and year first above written.

HIDALGO COUNTY

By:

Ramon Garcia, County Judge

ATTEST:

Eddy Trevino, County Clerk

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Approved by Commissioners' Court on \_\_\_\_\_

APPROVED AS TO FORM:

Atlas & Hall, L.L.P.

By: \_\_\_\_\_