

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-09-033-01-06

THIS CONTRACT is made and entered into this 6th day of January, 2009 by and between the **County of Hidalgo, Texas** ("County"), and **John David Santos d/b/a Lord & I Funeral Home and Cemetery, Inc.** a Texas Corporation. ("Company").

WHEREAS, Company responded to advertised notices for bids for **"Turnkey Burial Services (Including Cemetery Plots) for Unidentified Pauper Remains"** (the "Services"); and

WHEREAS, Company submitted a bid to provide services in accordance with the specifications as bid, a copy of such specifications and bid being attached hereto as Exhibits "A" and "B" respectively, and incorporated herein for all purposes (the "Specifications"); and

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with Specifications, the Commissioners Court of County awarded the bid to Company.

NOW, THEREFORE, in mutual consideration of the foregoing and the further consideration of the following, the parties hereto agree as follows:

I. County and Company hereby agree that this Contract is entered into in order to provide the Services to **Hidalgo County** for **"Turnkey Burial Services (Including Cemetery Plots) for Unidentified Pauper Remains"**. This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.

2. Company hereby promises and agrees to render and provide, during the term of this Contract, and shall be obligated to render and provide the services in accordance with the Specifications within **Hidalgo County** following a request for Services by the **Hidalgo County** or his designated agent. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services.

3. This Contract shall be for a **period of one (1) year**, commencing upon approval of Commissioner's Court and expiring on **December 31, 2009**, and may be extended at the sole discretion of the County for an additional one (1) year term. County also reserves the right to continue this bid for an additional sixty (60) day grace period, under the same rates terms and conditions.

4. As a condition of this Contract, Company shall hold and maintain throughout the term of this Contract all licenses and permits required, or which may be required by any authority during the term hereof to provide the Services.

5. All vehicles operated by the Company to perform the Services shall contain all equipment required by any authority to operate on streets and roads and all persons in the employment of Company who operate such vehicles shall have the required licenses, qualifications, skill and expertise to perform such Services and shall comply with all laws, rules and regulations prescribed by any agency or authority having jurisdiction with regard to the operation of such vehicles in providing the Services.

6. As consideration for rendering the Service provided for in this Contract, the County

agrees to pay Company the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted by Company.

7. Company shall provide insurance in force on all its vehicles and all persons connected with providing services under this Contract naming County as an additional insured (with the coverages and in the amounts described on Exhibit "C" attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

8. Company shall provide a sufficient number of trucks, vehicles, personnel and equipment available to safely and efficiently provide the Services.

9. Company shall indemnify and hold harmless County, its elected officials, employees and agents from any and all claims, damages, losses, and expenses including attorney's fees for the defense of any action against County arising out of, resulting from, or connected with the provision of the Service by Company under this Contract. Said indemnity shall cover any act or failure to act by the Company, its agents or employees.

10. This Contract shall not be assignable in whole or in part by either party without prior written consent of the other party.

11. It is expressly agreed that this Contract and the performance by the parties hereunder does not create any agency relationship or master-servant relationship, that County has no supervision of the performance of the Services provided by Company, and that Company is an independent contractor under this Contract.

12. Any notice required or permitted to be given hereunder shall be in writing and shall be delivered personally or sent by certified mail, postage prepaid, as set forth below:

to County: The County of Hidalgo
 Attn: County Judge
 100 E. Cano
 Edinburg, Texas 78539

If to Company John David Santos d/b/a
 Lord & I Funeral Home & Cemetery, Inc.
 Attn: John David Santos
 2200 North Conway Avenue
 Mission, Texas 78572

13. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

14. This Agreement may be terminated by either party without cause upon thirty (30) days written notice.

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

16. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

WITNESS our hands in duplicate originals this _____ day of _____, 2008.

APPROVED AS TO FORM:

By: _____
Atlas & Hall, LLP

COUNTY OF HIDALGO

ATTEST:

By: _____
Juan D. Salinas, III, County Judge

Arturo Guajardo, Jr., County Clerk

COMPANY:
JOHN DAVID SANTOS
d/b/a LORD & I FUNERAL HOME &
CEMETERY, INC.

By: _____

Printed Name: John David Santos

Title: Owner

EXHIBIT "A"
SPECIFICATIONS

HIDALGO COUNTY
"Turnkey Burial Services (Including Cemetery Plots)
for Unidentified Pauper Remains"
Bid No: 2008-033-10-29-otm

Specifications, Information, Terms, Conditions and Requirements:

Scope of Services:

Hidalgo County is seeking a "Turnkey Burial Services (Including Cemetery Plots) for Unidentified Pauper Remains" (aka John Doe's) with strict responsible adherence with all specifications and/or requirements contained herein with the bidder submitting the lowest and complying bid.

Hidalgo County currently has the immediate need to bury the unidentified bodies within a two (2) week turnaround period. **Hidalgo County requests that bidders submit bid amounts on a per Turnkey Burial which should include: Cemetery Plot with Opening/Closing costs of Plot and Concrete Liner (if applicable).**

1. Hidalgo County seeks participation from vendors that are properly licensed, registered or otherwise authorized to conduct and render the services specified and detailed herein.
2. Bidders must provide copies of licenses, registrations and certifications required by law to conduct such services with the bid in order to be considered for award.
3. The selected bidder shall be required to comply with all rules and regulations set forth by the State of Texas pertaining to the governance of burials and cemeteries including, but not limited to, the location of the plot, depth of each grave (based on the type of container), keeping records of the interment, preparation of the decedent's body for burial, etc.

Bidders are required to submit a map showing the proposed plots contained within the cemetery boundaries with specific numbers assigned to each plot.

A bidder may not adopt or enforce a rule that prohibits internment because of race, color or natural origin of decedent.

Please provide a written description of the property location and condition. Vendor must be compliant in the maintenance of the cemetery.

4. Cemetery must be located within Hidalgo County.
5. Burial shall take place between Monday through Friday between 8:00 a.m. and 5:00 p.m.
6. Burial shall be in a grave provided by the cemetery. Contractor is required to open and close the grave as appropriate.
7. The entire burial procedure, from time the body is taken in charge by the contractor, until the grave is covered and completed, shall be subject to inspection at any or all times by the County.

Continuation:

8. Any religious services held (if any) shall be at no additional cost to the County.
9. No burial shall be performed unless the funeral director of the Contractor, caretaker of the cemetery or his designated representative is present at all times during the burial.
10. All adults, children and infants will be buried in single burial plots. If cemetery regulations allow, adults may be placed in multiple burial plots of three (3) to a plot. The top of the coffin shall be not less than eighteen (18) inches (or to conform to current Texas Law) below the natural surface of the ground after burial. The mound shall be properly and systematically smoothed off with the surface of the ground (no mounding).
Perpetual care is not required.
11. ***The term of the contract is for a period of one (1) 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 the bid award for an additional sixty (60) day grace period at the end of the contract term due to unforeseen delay in the delay award of the new bid for next contract term.***
12. ***Hidalgo County*** reserves the right to hold bids for a period of ninety (90) days after bid opening without taking action and to award the bid considered the most advantageous to the County.
13. Evaluation of bids : All bids shall be evaluated on all factors including but not limited to price, qualification of vendor and ability of vendor to render services, etc., and any other factors considered to be in the best interest of Hidalgo County.
14. Any contract awarded to a successful bidder will be in effect until: (a) the contract expires (b) delivery and acceptance of products and/or performance of service ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.
15. Hidalgo County reserves the right to accept or reject any/all bids and to waive any/all formalities or technicalities, or to accept the bid considered the best and most valuable to the County.
16. Further information regarding this project can be addressed to the Hidalgo County Purchasing Department through Olga T. Montero, Buyer (956) 318-2626. Hidalgo County is also requesting that any and all questions, inquiries and clarifications regarding this RFB be addressed to Olga T. Montero, Buyer- at 2812 S. Business 281 (Administration Bldg.)-Edinburg, Texas 78539. ***TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.***

All written inquiries will be accepted via email (olga.montero@co.hidalgo.tx.us) or via facsimile no later than, Wednesday, October 22, 2008 at 5:00 p.m. at (956)318-2629. Responses to said inquiries will be sent to all applicants via facsimile by no later than 5:00 p.m., October 24, 2008.

EXHIBIT "B"
VENDOR'S PROPOSAL

HIDALGO COUNTY
"Turnkey Burial Services (Including Cemetery Plots)
for Unidentified Pauper Remains"
Bid No: 2008-033-10-29-otm

BID PAGE

SCHEDULE OF ITEMS

All "Burial Services" will be on "an needed basis only". .

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: <u>Turnkey Burial Services Per Body</u> | Unit Price |
|----------|--|-------------------------|
| 1 | To Include Cemetery Plot with Opening/Closing Costs of Plot and Concrete Liner (if applicable) | \$ 1,745. ⁰⁰ |

Are you currently registered with the Funeral Services Commission in the State of Texas?

Yes or No

If Yes, state how many years 22.

If No, briefly give an explanation: _____

| | |
|-------------------------|---|
| Name of Company: | <u>LBI Funeral Home & Crematory</u> |
| Name of Representative: | <u>John David Santos</u> |
| Address: | <u>2200 N. Conway Ave</u> |
| City/State/Zip Code: | <u>Mississ TX 78572</u> |
| Telephone/Fax Number: | <u>(954) 585-2721 / (954) 585-2731</u> |

EXHIBIT "C"
INSURANCE REQUIREMENTS

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/24/2008

PRODUCER
Jaime Zapata Jr. CLU
508 N. 10th St. Suite C-1
McAllen, Tx 78501

INSURED
Santos, John David
DBA L & I Funeral Home
2200 N Conway Ave
Mission, Tx 78572

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

| INSURERS AFFORDING COVERAGE | NAIC # |
|---|--------|
| INSURER A: State Farm Mutual Automobile Insurance Company 25178 | |
| INSURER B: State Farm Lloyds 43419 | |
| INSURER C: | |
| INSURER D: | |
| INSURER E: | |

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR ADD'L LTR | INSRO | TYPE OF INSURANCE | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YYYY) | POLICY EXPIRATION DATE (MM/DD/YYYY) | LIMITS |
|----------------|-------|---|--|------------------------------------|-------------------------------------|--|
| | | <input type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC | 90-NJ-6184-1L Lord & I Cemetery Inc. 90-L1-9838-1L Sanbro Investments LP DBA Virgil Wilson Mort. | 10/26/2008 | 10/26/2009 | EACH OCCURRENCE \$ 1,000,000.00 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ 2,000,000.00 PRODUCTS - COMP/OP AGG \$ |
| | | <input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS | 1980 Cadillac Hearse VIN#213760 Policy#066-9241-53 1980 Cadillac Hearse VIN#192390 Policy#055-7972-53 | 12/02/2008 | 06/02/2009 | COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ 500,000.00 BODILY INJURY (Per accident) \$ 500,000.00 PROPERTY DAMAGE (Per accident) \$ 500,000.00 |
| | | <input type="checkbox"/> GARAGE LIABILITY <input type="checkbox"/> ANY AUTO | | | | AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$ |
| | | <input type="checkbox"/> EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$ | | | | EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ \$ |
| | | <input type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below | | | | WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$ |
| | | <input type="checkbox"/> OTHER Uninsured/Underinsured Motorist coverage for Auto | Policy#066-9241-53 Policy#055-7972-53 | | | BI-500/500 PD-500 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER
Hidalgo County
Attn: Purchasing Department
2812S Highway Bus.281
Edinburg, Texas 78539

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.
AUTHORIZED REPRESENTATIVE
Jaime Zapata-53-6888

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/10/2008

PRODUCER
 Salazar Insurance Agency
 225 W. Nolana
 Mc Allen, Texas 78504
 956-631-0004

INSURED
 SANTOS, JOHN DAVID
 DBA L&I FUNERAL HOME
 2200 N CONWAY AVE
 MISSION TX 78572-2968
 956-585-2721

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

| INSURERS AFFORDING COVERAGE | | NAIC# |
|-----------------------------|-----------------------|-------|
| INSURER A: | TEXAS MUTUAL INS. CO. | |
| INSURER B: | | |
| INSURER C: | | |
| INSURER D: | | |
| INSURER E: | | |

COVERAGES

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| INSR ADD'L LTR | INSRD | TYPE OF INSURANCE | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YYYY) | POLICY EXPIRATION DATE (MM/DD/YYYY) | LIMITS | | | | | | | | | | |
|-------------------------------------|--------------------------|---|---------------|------------------------------------|-------------------------------------|--|----------------------|--------|-------------------------------------|--------------------------|--------------------|------------|----------------------------|------------|-----------------------------|------------|
| | | GENERAL LIABILITY COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC | | | | EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ | | | | | | | | | | |
| | | AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS | | | | COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ | | | | | | | | | | |
| | | GARAGE LIABILITY <input type="checkbox"/> ANY AUTO | | | | AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$ | | | | | | | | | | |
| | | EXCESS UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> DEDUCTIBLE RETENTION \$ | | | | EACH OCCURRENCE \$ AGGREGATE \$ \$ \$ | | | | | | | | | | |
| A | | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below | Q000973911 | 12/10/08 | 12/10/09 | <table border="1"> <thead> <tr> <th>WC STATU-TORY LIMITS</th> <th>OTH-ER</th> </tr> </thead> <tbody> <tr> <td><input checked="" type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> <tr> <td>E.L. EACH ACCIDENT</td> <td>\$ 100,000</td> </tr> <tr> <td>E.L. DISEASE - EA EMPLOYEE</td> <td>\$ 500,000</td> </tr> <tr> <td>E.L. DISEASE - POLICY LIMIT</td> <td>\$ 100,000</td> </tr> </tbody> </table> | WC STATU-TORY LIMITS | OTH-ER | <input checked="" type="checkbox"/> | <input type="checkbox"/> | E.L. EACH ACCIDENT | \$ 100,000 | E.L. DISEASE - EA EMPLOYEE | \$ 500,000 | E.L. DISEASE - POLICY LIMIT | \$ 100,000 |
| WC STATU-TORY LIMITS | OTH-ER | | | | | | | | | | | | | | | |
| <input checked="" type="checkbox"/> | <input type="checkbox"/> | | | | | | | | | | | | | | | |
| E.L. EACH ACCIDENT | \$ 100,000 | | | | | | | | | | | | | | | |
| E.L. DISEASE - EA EMPLOYEE | \$ 500,000 | | | | | | | | | | | | | | | |
| E.L. DISEASE - POLICY LIMIT | \$ 100,000 | | | | | | | | | | | | | | | |
| | | OTHER | | | | | | | | | | | | | | |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER

HIDALGO COUNTY
 ATTN: PURCHASING DEPARTMENT
 2812 S HIGHWAY BUS. 281
 EDINBURG, TEXAS 78539

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AUTHORIZED REPRESENTATIVE

Salazar