

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-09-002-01-06

THIS CONTRACT is made and entered into this 6th day of January, 2009 by and between the **County of Hidalgo, Texas** ("County"), and **Memorial Funeral Home** ("Company").

WHEREAS, Company responded to advertised notices for bids for "**Funeral and Burial Services for Pauper**" (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:

1. County and Company hereby agree that this Contract is entered into in order to provide the Services to **Hidalgo County** for "**Funeral and Burial Services for Pauper**". 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

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.

7. 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 Memorial Funeral Home
 Attn: Leon De Leon, Funeral Director
 208 East Canton
 Edinburg, Texas 78539

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 16th day of January, 2009.

APPROVED AS TO FORM:

Atlas & Hall, LLP

By: [Signature]

COUNTY OF HIDALGO

By: [Signature]
Juan D. Salinas, III, County Judge

ATTEST:

[Signature]
Arturo Guajardo, Jr., County Clerk

COMPANY:

MEMORIAL FUNERAL HOME

By: [Signature]

Printed Name: Leon De Leon

Title: Funeral Director

EXHIBIT "A"
SPECIFICATIONS

HIDALGO COUNTY
"FUNERAL & BURIAL SERVICES FOR PAUPERS"
Bid No: 2009-002-12-31-otm

SPECIFICATIONS

Scope of Services:

The County of Hidalgo is seeking a provider for "Funeral and/or Burial Services for Paupers", with strict responsible adherence with all specifications and/or requirements contained herein with the bidder submitting the lowest and complying bid.

Information, Terms, Conditions and Requirements:

1. Hidalgo County seeks participation from a vendor(s) 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 bodies of dead paupers shall be cared for and interred or cremated in strict conformity with all applicable laws of the State of Texas and the rules and regulations of the Texas Funeral Service Commission as provided by Texas Administrative Code Title 22 Part 10, for the care and disposition of dead human bodies, except the bodies claimed by the Anatomical Board of the State of Texas under the provisions of Texas Health and Safety Code (Section 691.023 et.seq.), providing that bodies required to be buried at public expense shall be turned over to the Anatomical Board when requested by the Anatomical Board. The Contractor will cooperate fully with the Anatomical Board.
4. The Contractor shall refer families and/or representatives of the deceased to the Hidalgo County Health and Human Services, 1304 S. 25th Ave., Edinburg, Texas 78539 for an application, Monday-Friday, 8:00 a.m.-5:00 p.m. (956) 318-2011- Attn: Dairen Sarmiento. Once an application has been completed by the next of kin or representative, the family is then sent to the funeral home Contractor to make arrangements. In the case of a deceased that has no next of kin or representative, the Contractor shall furnish, with the invoice for services, an affidavit of fact, properly made out and sworn to, that these specifications have been strictly adhered to and that he has neither solicited nor received any compensation from any person for the services for which Hidalgo County is being charged.
5. The bodies of dead paupers, regardless of age, shall be buried in individual caskets or, if cremated, inurned in a grave, crypt, or niche.
6. Hidalgo County may award the bid to one bidder or to multiple bidders if the County determines it is in the best interest to do so.
7. **Volume:** The annual estimated quantities contained as part of this bid packet are based on Hidalgo County Health and Human Services Department records for the year 2007. All services will be on an "AS NEEDED BASIS ONLY" and there is no guarantee of annual volume.

Continuation:

Annual Estimated Quantities for the Year 2007

Description:	Description:	Description:
Traditional Funeral Services	Traditional Burial Services with Burial Plot Marker (Single burial plot)	Cremations & Internment of Cremated Remains
Adults (12 years and over) 51 Child (4-11 Years) 2 Infant (0-3 years) 59	Adults (12 years and over) & Child (4-11 years) 47 Infant (0-3 years) 56	Adults (12 Years and over) 39 Cremations (0-11 Years) 9 Internment of Cremated Remains 0

8. **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.
9. Evaluation of bids : All bids shall be evaluated on all factors including but no 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.
10. **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 this bid award for an additional sixty (60) day grace period at the end of the contract term due to unforeseen delay in the award of the new bid for next contract term.**
11. **ADDITIONAL INFORMATION:** Hidalgo County is requesting that bids be routed to Martha L. Salazar, CPPB, Purchasing Agent, at 2812 S. Business Hwy 281 (Hidalgo County New Administration Bldg.), Edinburg, Texas 78539. **WRITTEN QUESTIONS WILL BE ACCEPTED VIA FACSIMILE BY NO LATER THAN** Wednesday, December 24, 2008, at 5:00 P.M. at (956) 318-2629. Responses will be sent to all applicants via facsimile by Friday, December 26, 2008. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

Continuation:

SCHEDULE "A" - FUNERAL SERVICES:

The following Schedule provides specifications to be followed for Funeral Services:

1. Body is picked up or released by Justice of the Peace at a hospital or wherever body expired.
2. If no family is involved, the funeral home (through the Funeral Director) will be in charge of funeral and burial services.
3. If family is involved and seeks assistance, the Health and Human Services Department will direct the family to their preferred funeral home for eligibility. If the funeral home is an awarded vendor through Hidalgo County, a voucher will be given for the services to be provided. If not pre-qualified, the funeral home must go through a screening process with an eligibility worker from the Health and Human Services Department.
4. The body, at all times, shall be attended by, and interred, or buried, in the presence of a Funeral Director licensed under the laws of the State of Texas.
5. **Embalming when required, shall be done in accordance with applicable Texas laws and regulations.**
6. The body shall be clean, groomed and placed in the casket and shall be dressed in a new burial robe and new hose, made for the sex of the deceased. The body shall be placed in the casket in a natural position, as is customary in regular funerals.
7. The body shall be interred, or buried, in a new casket of the same general appearance and size as standard caskets, made from good quality wood or metal, thickness of materials to be one inch before surfacing, padded on inside and covered completely on all surfaces with cloth and shall have two handles attached to each side for a minimum of four handles.
8. A minimum of two (2) hours of viewing time must be given to the family or representatives of the deceased in the designated chapel of the Contractor. Religious services may be held at the request of the family of the deceased during the two (2) hours of viewing time. The religious service may be conducted by a religious organization free of charge to the family or representatives of the deceased. Any religious services held shall be at no additional cost to the County.
9. The entire funeral procedure, from the time the body is retrieved by the Contractor until the body is transported to a cemetery or in the case of cremation taken to a crematory shall be subject to inspection at any or all of the time by the County. The Contractor must notify Hidalgo County Human and Health Services Department, Attn: Dairen Sarmiento, Director, with the proper time and place of burial. The Director or any of his personnel may conduct inspection(s) of said services.
10. Reports of death shall be obtained from the proper authorities as prescribed by the Texas Health and Safety Code Section 191.002 et. seq. These instruments, properly approved, must be available at the time of the interment or cremation.
11. A certificate of birth and a certificate of death shall not be required for a child that has not advanced to the 40th week if intra-uterine gestation.

Continuation:

12. The body shall be transported from the establishment of the Contractor to the grave site in a conventional type hearse. The burial shall be performed and attended by at least one licensed funeral director and one Contractor employee, and the casket shall be transported by no fewer than two (2) of the Contractor employees with the same dignity, decorum and solemnity to the grave as is conventional at other funerals.
13. Any other licensed Funeral Director may claim a body from the Contractor at the request of the family of the deceased. A family member must sign a release, allowing the Contractor to relinquish the body to the preferred funeral home. The family will then be liable for any and all expenses incurred by the Contractor.
14. If the family has no reservations concerning cremation, Hidalgo County may suggest cremation as a cost reduction measure. However, cremation will not be required if the family objects. The Contractor is responsible for providing the cremation tray and crematory services. In the case of cremation, a direct cremation will be provided, there will be no viewing, or services. The Contractor must notify the next of kin or representative when cremains are available for retrieval or interment. Cremated remains shall be given to the next of kin or representative or inurned in a grave, crypt or niche not later than the 30th day after the date of cremation. The cremains will be placed in a standard box container provided by the Crematory. The Contractor is **not** responsible for providing an urn.
15. The following additional requirements are applicable to Funeral Services:

Absence of next of kin or family

- 14.1 In this event, the Contractor must obtain a statement from the Pathologist or Hospital/Healthcare facility that attempts were made to contact family to no avail and that the deceased appears to be indigent. A minimum of 72 hours for a response from the next of kin is required. An affidavit of fact properly made out and sworn to by the Funeral Director will be attached to the invoice for services.
- 14.2 In cases of unclaimed bodies, the Contractor will be directed to provide a traditional burial as the method of disposition.

Substitution of coffin or additional services

The County contract must be strictly adhered to if the body is to be processed and services paid for by the County. If the next of kin or representative desires a different coffin or additional services not called for by the contract, both the funeral and burial services would then be treated as private services and the County would not be involved nor would it be liable for any costs. In this case, Hidalgo County must be notified by Contractor in writing within 24 hours of decision for private services.

Continuation:

SCHEDULE "B" - BURIAL SERVICES:

The following Schedule provides specifications to be followed for Burial Services:

1. Burial shall take place between Monday through Friday between 8:00 a.m. and 5:00 p.m.
2. Burial shall be in a grave provided in a cemetery. Contractor is required to open and close the grave as appropriate.
3. The entire burial procedure, from the 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.
4. Religious services shall be held at the request of the family of the deceased, or where there is no family, the religious service may be conducted by a minister. Any religious services held shall be at no additional cost to the County.
5. 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.
6. 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.**
7. The following additional requirements are applicable to Burial Services:

Substitutions or additional services.

The County contract must be strictly adhered to if the body is to be processed and services paid for by the County. If a family desires a different coffin or additional services not called for by the contract, both the funeral and burial services would then be treated as private services and the County would not be involved nor would it be liable for any costs. In this case, Hidalgo County must be notified by Contractor in writing within 24 hours of decision for private services.

EXHIBIT "B"
VENDOR'S PROPOSAL

HIDALGO COUNTY
"Funeral & Burial Services for Paupers"
Bid No: 2009-002-12-31-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	\$ 650*
2	Child (4-11 years)	each	\$ 650
3	Infant (0-3 years)	each	\$ 450
4	Cremation (12 years and over)	each	\$ 450
5	Cremation (0-11 years)	each	\$ 450
6	Interment of Cremated Remains	each	\$ 250

(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

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

27 years

HIDALGO COUNTY
"Funeral & Burial Services for Paupers"
Bid No: 2009-002-12-31-otm

BID PAGE
OPTION "B"

SCHEDULE OF ITEMS

All "Burial Services" will be on "an needed basis only". There is no guarantee of any annual volume. The figures provided in 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: <u>Cremation or Traditional Burial Services price will include opening/closing costs</u>	Unit	Unit Price
1	Adults (12 years and over with Burial Plot Marker) (single burial plot)	each	\$
2	Child (4-11 years) with burial plot marker (single burial plot)	each	\$
3	Infant (0-3 years) with Burial plot marker (single burial plot)	each	\$
4	Cost of Plot	each	\$
5	Opening/Closing Costs	each	\$
6	Concrete liner (if required by cemetery)	each	\$

(Award of Schedule "B" 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).

**Are you currently registered with the Funeral Services Commission in the State of Texas? Yes
or No**

If Yes, state how many years .

If No, briefly give an explanation:

EXHIBIT "C"
INSURANCE REQUIREMENTS

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)
07/15/08

PRODUCER

FEDERATED MUTUAL INSURANCE COMPANY
 Home Office: P.O. Box 328
 Owatonna, MN 55060
 Phone: 1-888-333-4949

INSURED 255-647-0
MEMORIAL FUNERAL HOME
VELMA SUE DE LEON DBA
PO BOX 125
SAN JUAN TX 78589

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.

COMPANIES AFFORDING COVERAGE

COMPANY A FEDERATED MUTUAL INSURANCE COMPANY OR FEDERATED SERVICE INSURANCE COMPANY

COMPANY B

COMPANY C

COMPANY D

COVERAGES

THIS IS TO CERTIFY THAT 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT <input checked="" type="checkbox"/> BUSINESSOWNER'S POLICY	9317889	08/12/08	08/12/09	GENERAL AGGREGATE \$ 2,000,000
	PRODUCTS - COMP/OP AGG \$ 2,000,000				
	PERSONAL & ADV INJURY \$ 1,000,000				
	EACH OCCURRENCE \$ 1,000,000				
	FIRE DAMAGE (Any one fire) \$ 50,000				
	MED EXP (Any one person) \$ 5,000				
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	9317890	08/12/08	08/12/09	COMBINED SINGLE LIMIT \$ 1,000,000
	BODILY INJURY (Per person) \$				
	BODILY INJURY (Per accident) \$				
	PROPERTY DAMAGE \$				
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$
	OTHER THAN AUTO ONLY:				
	EACH ACCIDENT \$				
A	EXCESS LIABILITY <input checked="" type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM	9317892	08/12/08	08/12/09	EACH OCCURRENCE \$ 2,000,000
	AGGREGATE \$ 2,000,000				
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> INCL <input type="checkbox"/> EXCL OTHER	9317891	08/12/08	08/12/09	<input checked="" type="checkbox"/> WC STATUTORY LIMITS OTH-ER
	EL EACH ACCIDENT \$ 500,000				
	EL DISEASE - POLICY LIMIT \$ 500,000				
	EL DISEASE - EA EMPLOYEE \$ 500,000				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS
 2ND LOCATION - 208 EAST CANTON EDINBURG, TX 78539

CERTIFICATE HOLDER
 2556470
 HIDALGO COUNTY
 AUDITING DEPARTMENT
 3100 S CLOSER
 EDINBURG TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE *[Signature]*
 PRESIDENT

Texas Funeral Service



does hereby certify that

MEMORIAL FUNERAL HOME

is licensed for the current year subject to the laws of this State and the rules and regulations of the Texas Funeral Service Commission as:

TYPE	NUMBER	EXPIRES
Funeral Home Establishment	3066	July, 31, 2009

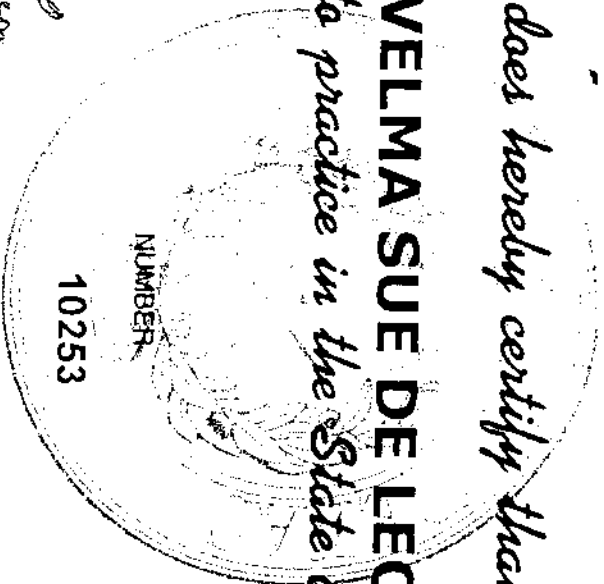


Texas Funeral Service
Commission

does hereby certify that

VELMA SUE DE LEON

is entitled to practice in the State of Texas as:



TYPE

Funeral Director

NUMBER

10253

EXPIRES

July 31, 2010

SIGNATURE OF LICENSEE

Velma Sue De Leon

Texas Funeral Service

Commission



does hereby certify that

LEON DE LEON

is entitled to practice in the State of Texas as:

TYPE

ISSUE

EXPIRES

Funeral Director & Embalmer

7959

August 11, 2009

SIGNATURE OF LICENSEE

**Texas Funeral Service
Commission**

does hereby certify that

VERONICA MORENO

is entitled to practice in the State of Texas as:

TYPE

Funeral Director & Embalmer

NUMBER

11748

EXPIRES

April 30, 2010

Veronica Moreno

SIGNATURE OF LICENSEE

Texas Funeral Service



(19)X

does hereby certify that

LEE CASTRO

is entitled to practice in the State of Texas as:

TYPE

Funeral Director & Embalmer

NUMBER

40244

EXPIRES

NOVEMBER 30, 2009

SIGNATURE OF LICENSEE

3. **Presentation for discussion, consideration and action (if necessary) including, but not limited to the following:**
 - a) **Renovations of administration building**
 - b) **Other ongoing county owned building construction, renovation repair projects**
 - c) **Emergency situations occurring since last agenda meeting**

NO ACTION taken on this item.

4. **A. Presentation for consideration, discussion and action to award to lowest bid meeting all specifications and requirements with approval of contract document for: FUNERAL AND BURIAL SERVICES for eligible indigent residents- RFB NO. 2009-002-12-31-OTM**

On motion of Commissioner Flores, seconded by Commissioner Garza, the Court made a UNANIMOUS vote of approval for Memorial Funeral Home.

B. Authority to advertise the following projects (as directed by CC on 12/30/08)

1. **Funeral and Burial Services excluding coffins;**
2. **Purchase of coffins for pauper assisted Funeral & Burial with specifications and requirements to drafted and developed through Precinct No. 1, Department of Health & Human Services and Purchasing Departments with advertising to take place after Commissioners' Court approval of said specifications.**

NO ACTION taken on item B1 & 2.

- C. Presentation for consideration, discussion and action (if applicable) to award to sole vendor meeting all specifications and requirements with the approval of contract for: TURNKEY BURIAL SERVICES (INCLUDING CEMETERY PLOTS) FOR UNIDENTIFIED PAUPER REMAINS. RFB NO. 2008-033-10-29-OTM, including but not limited to, the following options;**

On motion of Commissioner Flores, seconded by Commissioner Garza, the Court made a UNANIMOUS vote of approval.

1. **Authority to advertise the following projects (as directed by CC 12/31/08)**
2. **Turnkey Burial Services (Including Cemetery Plots) excluding coffins**
3. **Purchase of coffins for pauper assisted Turnkey Burial Services for Unidentified Pauper Remains with specifications and requirements being developed by Precinct No. 1, Health & Human Services Department and Purchasing Departments with advertising to take place adter Commissioners' Court approval of said specifications.**

NO ACTION taken on items #1 thru 3.

5. **Requesting authority to advertise request for proposals (RFP) with approval of procurement packet (i.e. specifications/requirements, scope of services etc. and draft contract document sent by Purchasing Dept. to current users Tax Assessor-Collector, District Clerk & J.P. Pct. 4, P1. 2 for review and comment) as attached hereto for: CREDIT CARD PAYMENT SERVICES for Hidalgo County (on an as needed basis) - Project NO. 2009-000-01-28-OTM.**

On motion of Commissioner Flores, seconded by Commissioner Garza, the Court made a UNANIMOUS vote of approval.