



**COMMISSIONERS COURT
COMMUNICATION**

COURT ORDER NUMBER 145344
PAGE 1 OF 11
DATE: 6/3/2025

**SUBJECT: CONSIDERATION OF CONTRACTS BETWEEN TARRANT COUNTY
AND VARIOUS VENDORS FOR BURIAL AND CREMATORY SERVICES
FOR THE DISPOSITION OF DECEASED PAUPERS**

***** CONSENT AGENDA *****

COMMISSIONERS COURT ACTION REQUESTED

It is requested that the Commissioners Court consider Contracts between Tarrant County and the following vendors for the provision of burial and crematory services necessary to ensure timely and dignified disposition of deceased paupers that meet eligibility requirements:

- Fort Worth Funerals and Cremation
- North Texas Funeral Homes LLC, d/b/a Alpine Funeral Home
- TPH Group Inc., d/b/a The Major Funeral Home

BACKGROUND

On April 2, 2025, the Commissioners Court, through Court Order #144970, approved RFQ No. F2025093, authorizing negotiations for annual contracts for burial and crematory services to begin with the above vendors based upon each vendor’s ranking in the evaluation.

The purpose of these contracts is to provide burial and cremation services for indigent deceased paupers that meet the eligibility requirements outlined in the Tarrant County Policy for the Disposition of Deceased Paupers.

If approved, the selected vendors will perform the work required by and described under Section 10 of the contract. The vendors have signed the contracts; however, Commissioners Court approval is required to execute and ratify the contracts in accordance with purchasing policies and legal requirements.

The term of the contracts is twelve (12) months, effective upon final signature, with five (5) options for renewal periods of twelve (12) months each.

The Criminal District Attorney’s Office reviewed these contracts as to form.

FISCAL IMPACT

Services will be provided on an as-needed basis and all costs are outlined under Section 3 of the contracts. No additional costs may be charged by vendors to the County. Vendors must submit invoices and proof of a death certificate after requested services are completed. Tarrant County will reimburse vendors for fees paid to the Tarrant County Clerk's office for the filing of affidavits required by the Tarrant County Policy for the Disposition of Deceased Paupers.

SUBMITTED BY	Human Services	PREPARED BY:	Tanja Seib
		APPROVED BY:	Lisa Martin

THE STATE OF TEXAS § Agreement for F2025093 Annual Contract for Burial and
COUNTY OF TARRANT § Crematory Services

This Agreement is by and between Tarrant County, Texas (the “County”), and FORT WORTH FUNERALS & CREMATIONS (the “Vendor”). In consideration of the mutual promises and agreements contained herein, the County and Vendor agree as follows:

1. The Vendor will perform the work required by and described in the Contract Documents listed in Section 10 below of the Agreement, generally titled “F2025093 Annual Contract for Burial and Crematory Services” (the “Project”).
2. The work herein contemplated will consist of the Vendor furnishing, as an independent contractor, all labor, tools, appliances, equipment and materials necessary for the completion of the Project in accordance with the specifications prepared by Tarrant County and are attached to this Agreement and made a part of this Agreement the same as if written herein.
3. **Total Contract Price:** The County will pay the Vendor for the performance of the work required by the Contract Documents. Services will be ordered on an as needed basis at the sole discretion of Tarrant County. The services to be requested and their rates are listed below:

Standard Burial	\$ 3,500.00
Veteran Burial <i>Decedent is Eligible to be Buried at the DFW National Cemetery</i>	\$ 2,700.00
Oversize Burial <i>Decedent weighs over three hundred (300) pounds or is over seven (7) feet tall</i>	\$ 4,000.00
Infant Burial <i>Decedent is under two (2) years of age</i>	\$ 850.00
Standard/Veteran Cremation	\$ 1,400.00
Oversize Cremation <i>Decedent weighs over three hundred (300) pounds</i>	\$ 1,650.00
Infant Cremation <i>Decedent is under two (2) years of age</i>	\$ 600.00
Burial/Inurnment of Non-Veteran Cremains <i>Twenty-Five (25) Cremains</i>	\$ 3,000.00
Burial/Inurnment of Veteran Cremains <i>One (1) Cremains</i>	\$ 550.00
Additional Day of Storage <i>Requested and approved by Tarrant County</i>	\$ 50.00

All costs are included in above listed pricing. No additional costs may be charged by vendors to the County. Vendor will submit invoices after requested services are completed and the vendor has obtained proof of a death certificate. Tarrant County will reimburse vendors for fees paid to the Tarrant County Clerk’s office for the filing of affidavits required by the Tarrant County Policy for the Disposition of Deceased Paupers.

4. **TO THE EXTENT PERMITTED BY TEXAS LAW, THE VENDOR AGREES TO FULLY INDEMNIFY, SAVE, AND HOLD HARMLESS THE COUNTY FROM ALL COSTS OR DAMAGES ARISING OUT OF ANY REAL OR ASSERTED CLAIM OR CAUSE OF ACTION AGAINST IT OF WHATSOEVER KIND OR CHARACTER AND IN ADDITION, FROM ANY AND ALL COSTS OR DAMAGES ARISING OUT OF ANY WRONGS, INJURIES, DEMANDS OR SUITS FOR DAMAGES, EITHER REAL OR ASSERTED, CLAIMED AGAINST IT THAT MAY BE OCCASIONED BY ANY ACT, OMISSION, NEGLIGENCE OR MISCONDUCT OF THE SAID VENDOR, ITS AGENTS, SERVANTS, AND EMPLOYEES. ALL VENUE FOR LITIGATION REGARDING THIS PROJECT IS IN THE STATE OR FEDERAL DISTRICT COURTS PHYSICALLY LOCATED IN TARRANT COUNTY, TEXAS.**
5. Vendor acknowledges and agrees that in accordance with Section 2252.908 (b) – (c) of the Texas Government Code, it has fully, accurately, and completely disclosed all interested parties on the Texas Ethics Commission’s Form 1295 attached and marked “Attachment A.”
6. In providing the services required by this Agreement, Vendor must observe and comply with all applicable federal, state, and local statutes, ordinances, rules, and regulations, including, without limitation, workers’ compensation laws, minimum and maximum salary and wage statutes and regulations, and non-discrimination laws and regulations. Vendor shall be responsible for ensuring its compliance with any laws and regulations applicable to its business, including maintain any necessary licenses and permits.
7. This Agreement shall not be interpreted to inure to the benefit of a third party not a party to this Agreement. This Agreement may not be interpreted to waive any statutory or common law defense, immunity, including governmental and sovereign immunity, or any limitation of liability, responsibility, or damage of any party to this Agreement, party’s agent, or party’s employee, otherwise provided by law.
8. This Agreement will be governed by and construed according to the laws of the State of Texas. Venue for any action or claim arising from this Agreement will be in Tarrant County, Texas, as to state court actions, and the United States District Court for the Northern District of Texas, as to federal court actions.
9. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this agreement, and all of which, when taken together, shall be deemed to constitute one and the same agreement. The exchange of copies of this Agreement and of signature pages by electronic transmission shall constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted or executed electronically shall be deemed to be their original signatures for any purpose whatsoever.
10. The Contract Documents consist of the following:
 - This Agreement
 - Request for Proposal F2025093 Solicitation Documents
 - Vendor’s response to Request for Proposal F2025093
 - Any exhibits attached hereto, conditions of the contract (special, supplementary and other conditions), all addenda issued prior to execution of this Agreement and all modifications issued subsequent thereto.

To the extent of an ambiguity among the various documents, this signed Agreement prevails. These documents collectively form the Contract, and all are as fully a part of the Contract as if attached to this Agreement or repeated herein.

This Agreement is effective upon the date written by the last party to sign it.

FORT WORTH FUNERALS & CREMATIONS
VENDOR

Talora Smiley
(SIGNATURE)

BY: Talora Smiley

TITLE: owner

Date: 5/2/25

APPROVED AS TO FORM:

CERTIFICATION OF
AVAILABLE FUNDS: \$ _____

Criminal District Attorney's Office*

Tarrant County Auditor

*By law, the Criminal District Attorney's Office may only approve contracts for its clients. We reviewed this document as to form from our client's legal perspective. Other parties may not rely on this approval. Instead those parties should seek contract review from independent counsel.

THE STATE OF TEXAS § Agreement for F2025093 Annual Contract for Burial and
COUNTY OF TARRANT § Crematory Services

This Agreement is by and between Tarrant County, Texas (the "County"), and THE MAJOR FUNERAL HOME & CHAPEL (the "Vendor"). In consideration of the mutual promises and agreements contained herein, the County and Vendor agree as follows:

1. The Vendor will perform the work required by and described in the Contract Documents listed in Section 10 below of the Agreement, generally titled "F2025093 Annual Contract for Burial and Crematory Services" (the "Project").
2. The work herein contemplated will consist of the Vendor furnishing, as an independent contractor, all labor, tools, appliances, equipment and materials necessary for the completion of the Project in accordance with the specifications prepared by Tarrant County and are attached to this Agreement and made a part of this Agreement the same as if written herein.
3. **Total Contract Price:** The County will pay the Vendor for the performance of the work required by the Contract Documents. Services will be ordered on an as needed basis at the sole discretion of Tarrant County. The services to be requested and their rates are listed below:

Standard Burial	\$ 3,500.00
Veteran Burial <i>Decedent is Eligible to be Buried at the DFW National Cemetery</i>	\$ 2,700.00
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Additional Day of Storage <i>Requested and approved by Tarrant County</i>	\$ 50.00

All costs are included in above listed pricing. No additional costs may be charged by vendors to the County. Vendor will submit invoices after requested services are completed and the vendor has obtained proof of a death certificate. Tarrant County will reimburse vendors for fees paid to the Tarrant County Clerk's office for the filing of affidavits required by the Tarrant County Policy for the Disposition of Deceased Paupers.

4. TO THE EXTENT PERMITTED BY TEXAS LAW, THE VENDOR AGREES TO FULLY INDEMNIFY, SAVE, AND HOLD HARMLESS THE COUNTY FROM ALL COSTS OR DAMAGES ARISING OUT OF ANY REAL OR ASSERTED CLAIM OR CAUSE OF ACTION AGAINST IT OF WHATSOEVER KIND OR CHARACTER AND IN ADDITION, FROM ANY AND ALL COSTS OR DAMAGES ARISING OUT OF ANY WRONGS, INJURIES, DEMANDS OR SUITS FOR DAMAGES, EITHER REAL OR ASSERTED, CLAIMED AGAINST IT THAT MAY BE OCCASIONED BY ANY ACT, OMISSION, NEGLIGENCE OR MISCONDUCT OF THE SAID VENDOR, ITS AGENTS, SERVANTS, AND EMPLOYEES. ALL VENUE FOR LITIGATION REGARDING THIS PROJECT IS IN THE STATE OR FEDERAL DISTRICT COURTS PHYSICALLY LOCATED IN TARRANT COUNTY, TEXAS.
5. Vendor acknowledges and agrees that in accordance with Section 2252.908 (b) – (c) of the Texas Government Code, it has fully, accurately, and completely disclosed all interested parties on the Texas Ethics Commission’s Form 1295 attached and marked “Attachment A.”
6. In providing the services required by this Agreement, Vendor must observe and comply with all applicable federal, state, and local statutes, ordinances, rules, and regulations, including, without limitation, workers’ compensation laws, minimum and maximum salary and wage statutes and regulations, and non-discrimination laws and regulations. Vendor shall be responsible for ensuring its compliance with any laws and regulations applicable to its business, including maintain any necessary licenses and permits.
7. This Agreement shall not be interpreted to inure to the benefit of a third party not a party to this Agreement. This Agreement may not be interpreted to waive any statutory or common law defense, immunity, including governmental and sovereign immunity, or any limitation of liability, responsibility, or damage of any party to this Agreement, party’s agent, or party’s employee, otherwise provided by law.
8. This Agreement will be governed by and construed according to the laws of the State of Texas. Venue for any action or claim arising from this Agreement will be in Tarrant County, Texas, as to state court actions, and the United States District Court for the Northern District of Texas, as to federal court actions.
9. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this agreement, and all of which, when taken together, shall be deemed to constitute one and the same agreement. The exchange of copies of this Agreement and of signature pages by electronic transmission shall constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted or executed electronically shall be deemed to be their original signatures for any purpose whatsoever.
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 - Vendor’s response to Request for Proposal F2025093
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To the extent of an ambiguity among the various documents, this signed Agreement prevails. These documents collectively form the Contract, and all are as fully a part of the Contract as if attached to this Agreement or repeated herein.

This Agreement is effective upon the date written by the last party to sign it.

THE MAJOR FUNERAL HOME & CHAPEL
VENDOR

W. J. Williams
(SIGNATURE)

BY: W. J. Williams

TITLE: President/CEO

Date: MAY 2, 2025

APPROVED AS TO FORM:

CERTIFICATION OF
AVAILABLE FUNDS: \$ _____

Criminal District Attorney's Office*

Tarrant County Auditor

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THE STATE OF TEXAS § Agreement for F2025093 Annual Contract for Burial and
COUNTY OF TARRANT § Crematory Services

This Agreement is by and between Tarrant County, Texas (the "County"), and ALPINE FUNERAL HOME - NORTH TEXAS FUNERAL HOMES (the "Vendor"). In consideration of the mutual promises and agreements contained herein, the County and Vendor agree as follows:

1. The Vendor will perform the work required by and described in the Contract Documents listed in Section 10 below of the Agreement, generally titled "F2025093 Annual Contract for Burial and Crematory Services" (the "Project").
2. The work herein contemplated will consist of the Vendor furnishing, as an independent contractor, all labor, tools, appliances, equipment and materials necessary for the completion of the Project in accordance with the specifications prepared by Tarrant County and are attached to this Agreement and made a part of this Agreement the same as if written herein.
3. **Total Contract Price:** The County will pay the Vendor for the performance of the work required by the Contract Documents. Services will be ordered on an as needed basis at the sole discretion of Tarrant County. The services to be requested and their rates are listed below:

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5. Vendor acknowledges and agrees that in accordance with Section 2252.908 (b) – (c) of the Texas Government Code, it has fully, accurately, and completely disclosed all interested parties on the Texas Ethics Commission’s Form 1295 attached and marked “Attachment A.”
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This Agreement is effective upon the date written by the last party to sign it.

ALPINE FUNERAL HOME - NORTH TEXAS FUNERAL HOMES
VENDOR



(SIGNATURE)

BY: Jimmy Lucas

TITLE: Owner

Date: May 7, 2025

APPROVED AS TO FORM:

CERTIFICATION OF
AVAILABLE FUNDS: \$ _____

Criminal District Attorney's Office*

Tarrant County Auditor

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**COMMISSIONERS COURT
COMMUNICATION**

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The purpose of these contracts is to provide burial and cremation services for indigent deceased paupers that meet the eligibility requirements outlined in the Tarrant County Policy for the Disposition of Deceased Paupers.

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FISCAL IMPACT

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SUBMITTED BY	Human Services	PREPARED BY:	Tanja Seib
		APPROVED BY:	Lisa Martin

THE STATE OF TEXAS § Agreement for F2025093 Annual Contract for Burial and
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This Agreement is by and between Tarrant County, Texas (the "County"), and FORT WORTH FUNERALS & CREMATIONS (the "Vendor"). In consideration of the mutual promises and agreements contained herein, the County and Vendor agree as follows:

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This Agreement is effective upon the date written by the last party to sign it.

FORT WORTH FUNERALS & CREMATIONS

VENDOR

Talora Smiley
(SIGNATURE)

BY: Talora Smiley

TITLE: owner

Date: 5/2/25

APPROVED AS TO FORM:

CERTIFICATION OF
AVAILABLE FUNDS: \$ _____

Criminal District Attorney's Office*

Tarrant County Auditor

*By law, the Criminal District Attorney's Office may only approve contracts for its clients. We reviewed this document as to form from our client's legal perspective. Other parties may not rely on this approval. Instead those parties should seek contract review from independent counsel.

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Additional Day of Storage <i>Requested and approved by Tarrant County</i>	\$ 50.00

All costs are included in above listed pricing. No additional costs may be charged by vendors to the County. Vendor will submit invoices after requested services are completed and the vendor has obtained proof of a death certificate. Tarrant County will reimburse vendors for fees paid to the Tarrant County Clerk's office for the filing of affidavits required by the Tarrant County Policy for the Disposition of Deceased Paupers.

4. TO THE EXTENT PERMITTED BY TEXAS LAW, THE VENDOR AGREES TO FULLY INDEMNIFY, SAVE, AND HOLD HARMLESS THE COUNTY FROM ALL COSTS OR DAMAGES ARISING OUT OF ANY REAL OR ASSERTED CLAIM OR CAUSE OF ACTION AGAINST IT OF WHATSOEVER KIND OR CHARACTER AND IN ADDITION, FROM ANY AND ALL COSTS OR DAMAGES ARISING OUT OF ANY WRONGS, INJURIES, DEMANDS OR SUITS FOR DAMAGES, EITHER REAL OR ASSERTED, CLAIMED AGAINST IT THAT MAY BE OCCASIONED BY ANY ACT, OMISSION, NEGLIGENCE OR MISCONDUCT OF THE SAID VENDOR, ITS AGENTS, SERVANTS, AND EMPLOYEES. ALL VENUE FOR LITIGATION REGARDING THIS PROJECT IS IN THE STATE OR FEDERAL DISTRICT COURTS PHYSICALLY LOCATED IN TARRANT COUNTY, TEXAS.
5. Vendor acknowledges and agrees that in accordance with Section 2252.908 (b) – (c) of the Texas Government Code, it has fully, accurately, and completely disclosed all interested parties on the Texas Ethics Commission’s Form 1295 attached and marked “Attachment A.”
6. In providing the services required by this Agreement, Vendor must observe and comply with all applicable federal, state, and local statutes, ordinances, rules, and regulations, including, without limitation, workers’ compensation laws, minimum and maximum salary and wage statutes and regulations, and non-discrimination laws and regulations. Vendor shall be responsible for ensuring its compliance with any laws and regulations applicable to its business, including maintain any necessary licenses and permits.
7. This Agreement shall not be interpreted to inure to the benefit of a third party not a party to this Agreement. This Agreement may not be interpreted to waive any statutory or common law defense, immunity, including governmental and sovereign immunity, or any limitation of liability, responsibility, or damage of any party to this Agreement, party’s agent, or party’s employee, otherwise provided by law.
8. This Agreement will be governed by and construed according to the laws of the State of Texas. Venue for any action or claim arising from this Agreement will be in Tarrant County, Texas, as to state court actions, and the United States District Court for the Northern District of Texas, as to federal court actions.
9. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this agreement, and all of which, when taken together, shall be deemed to constitute one and the same agreement. The exchange of copies of this Agreement and of signature pages by electronic transmission shall constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu of the original Agreement for all purposes. Signatures of the parties transmitted or executed electronically shall be deemed to be their original signatures for any purpose whatsoever.
10. The Contract Documents consist of the following:
 - This Agreement
 - Request for Proposal F2025093 Solicitation Documents
 - Vendor’s response to Request for Proposal F2025093
 - Any exhibits attached hereto, conditions of the contract (special, supplementary and other conditions), all addenda issued prior to execution of this Agreement and all modifications issued subsequent thereto.

To the extent of an ambiguity among the various documents, this signed Agreement prevails. These documents collectively form the Contract, and all are as fully a part of the Contract as if attached to this Agreement or repeated herein.

This Agreement is effective upon the date written by the last party to sign it.

THE MAJOR FUNERAL HOME & CHAPEL
VENDOR

Max Hill
(SIGNATURE)

BY: W. J. Williams

TITLE: President/CEO

Date: MAY 2, 2025

APPROVED AS TO FORM:

[Signature]

Criminal District Attorney's Office*

CERTIFICATION OF

AVAILABLE FUNDS: \$ N/A

Kimberly M. Buchanan


Tarrant County Auditor

*By law, the Criminal District Attorney's Office may only approve contracts for its clients. We reviewed this document as to form from our client's legal perspective. Other parties may not rely on this approval. Instead those parties should seek contract review from independent counsel.

Consideration to Ratify Contracts between Tarrant County and Various Vendors for Burial and
Crematory Services for the Disposition of Deceased Paupers

SIGNED AND EXECUTED this 3 day of June, 2025.

**COUNTY OF TARRANT
STATE OF TEXAS**

A handwritten signature in black ink that reads "Tim O'Hare". The signature is written in a cursive style with a long horizontal line extending to the right.

Tim O'Hare
County Judge
6/9/2025