

MASTER SERVICE AGREEMENT

This Master Service Agreement (hereinafter referred to as the "Agreement") is entered into by JOHNSON COUNTY and ROSSER FUNERAL HOME, (hereinafter referred to as "Independent Contractor").

In consideration for the mutual promises contained herein and other goods and valuable consideration, the receipt of which is hereby acknowledge, the parties agree as follows:

PERFORMANCE OF WORK

This Agreement shall apply in all services and goods provided by Independent Contractor to JOHNSON COUNTY whether presently in progress or furnished from time to time in the future as specifically set forth in **Proposal 2013-318: Transportation of Human Remains**, which is attached hereto as Exhibit "A" and made a part of this Agreement. If a conflict exists between this Agreement and Exhibit "A", the terms and conditions of Exhibit "A" shall control.

Independent Contractor shall diligently perform all work as set forth in Exhibit "A" in a skillful and workmanlike manner.

COMPENSATION

Independent Contractor shall be entitled to such compensation as specifically authorized by JOHNSON COUNTY in writing, which may be in the form of a contract, purchase order, work authorization or other written document. There shall be no increase in the compensation unless authorized by JOHNSON COUNTY in writing.

WARRANTIES

Independent Contractor shall perform all work with due diligence, in a good and workmanlike Manner and in accordance with specifications provided by JOHNSON COUNTY or in the absence of such specifications, generally accepted professional standards, and, where applicable, standards imposed by law for comparable or similar services. Independent Contractor warrants that the goods delivered under this Agreement will conform to the specifications provided by JOHNSON COUNTY, if any, and that the goods will be merchantable, of good workmanship and material, free from defect and fit for their intended purpose. Except as otherwise specifically agreed, Independent Contractor shall provide all labor and skills, and all equipment, machinery, materials, and supplies necessary for the performance of such work.

INDEPENDENT CONTRACTOR

In performing services or furnishing goods under this Agreement, Independent Contractor shall act at all time as an Independent Contractor. Independent Contractor shall not make any commitment or incur any charge or expense in the name of JOHNSON COUNTY; Independent Contractor expressly agrees, acknowledges and stipulates that neither this Agreement nor the

performance of its obligations or duties hereunder shall ever result in Independent Contractor, or anyone employed by Independent Contractor being:

- 1) An employee of representative of JOHNSON COUNTY; or
- 2) Entitled to any benefits from JOHNSON COUNTY, including, without limitation, pension, profit sharing or accident insurance or health, medical, life or disability insurance benefits or coverage, to which employees of JOHNSON COUNTY may be entitled. JOHNSON COUNTY shall have no direction or control of Independent Contractor or its employees and agents except in the results to be obtained. The actual performance and superintendence of all work shall be by Independent Contractor, but such work shall meet the approval of JOHNSON COUNTY.

INSURANCE

Independent Contractor shall at all times during the term of this Agreement at Independent Contractor's sole expense carry such insurance as may be reasonably requested by JOHNSON COUNTY, including but without limitation, the following types and limits:

Comprehensive General Liability, to include contractual liability:

1. Commercial and Comprehensive Liability
 - \$ 1,000,000.00 CSL BI & PD per Occurrence
 - \$ 2,000,000.00 General Aggregate
 - \$ 2,000,000.00 Products/Completed Operations Aggregate
 - \$ 1,000,000.00 Personal/Advertising Injury
 - \$ 3,000,000.00 Fire damage

2. Automobile Liability
 - \$1,000,000.00 each accident Combined Single Liability
 - \$1,000,000.00 each accident uninsured/Underinsured Motorists combined Single Liability

All owned, non-owned, hired and all vehicles used by Independent Contractor with a combined single limit of \$ 1,000,000.00 covering personal injury (including bodily injury and property damage).

3. Worker's Compensation
 - Statutory – V.T.C.A., Labor Code, Chapter 401 ET. SEQ.

Any subcontractors of the undersigned Independent contractor shall be required to maintain comparable insurance with the same coverage limits. JOHNSON COUNTY shall be named as an additional insured on all policies where available and Certificates of such insurance shall be furnished by Independent Contractor and any subcontractors where application to JOHNSON COUNTY. The types of coverage or limits may be modified only by written agreement between JOHNSON COUNTY and Independent Contractor.

INDEMNITY

Independent Contractor shall protect, defend, indemnify and hold harmless JOHNSON COUNTY and its representatives, officers, directors, agents, employees, county commissioners, and county judges, etc., from and against any and all claims, demands and causes of action asserted by any party (including, but not limited to, employees of Independent Contractor) that arise out of Independent Contractor's negligent acts or omissions or willful misconduct and result in personal injury (including bodily injury), illness, death or property loss or damage or any civil fines or penalties imposed by any governmental agency, officer, or court of law.

WAIVER OF SUBROGATION

Independent Contractor hereby waives any and all rights to recover against JOHNSON COUNTY (including JOHNSON COUNTY'S representatives, County Commissioners, officers, partners, employees, agents, customers, and invitees) for any loss or damage arising from any cause covered by any insurance required to be carried by Independent Contractor pursuant to this Agreement or any other insurance actually carried by Independent Contractor. Independent Contractor shall cause its insurer to issue appropriate Waiver of Subrogation endorsements to all policies of insurance carried in connection with this Agreement.

VENUE

This Agreement is to be construed under the laws of the State of Texas and all obligations of the parties created by this Agreement are performable in JOHNSON COUNTY, Texas.

PRIOR AGREEMENTS SUPERSEDED

This Agreement constitutes the parties sole agreement and supersedes any prior understandings or written or oral agreements between parties with respect to insurance or indemnification. This Agreement does not waive any terms or conditions with respect to prior contracts, proposals, purchase orders, or request for proposals (RFP).

AMENDMENT

No amendment, modification or alteration of this Agreement is binding unless in writing dated subsequent to the date of this Agreement and duly executed by all parties hereto.

TERM

This Agreement shall be in effect as of the latter signature date hereof and shall continue in full force and effect until Independent Contractor completes the work as set forth in Exhibit "A". The provisions of this Agreement concerning warranties, insurance, and confidentiality shall survive the term of this Agreement. Either party may cancel this Agreement by providing written notice to the other party thirty (30) days prior to cancellation.

CONFIDENTIALITY

Independent Contractor shall treat as confidential and shall not, without JOHNSON COUNTY'S prior written consent, divulge to any third-party or, except to the extent necessary for performance hereunder, make any use of any of JOHNSON COUNTY'S proprietary technical information which is disclosed or made available to Independent Contractor by or on behalf of JOHNSON COUNTY.

GENERAL PROVISIONS

No waiver by either party of any one or more defaults by the other party in the performance of this Agreement or any contract hereunder shall operate or be construed as a waiver of any future default or defaults by the same party, whether of a like or different character.

It is intended that if any provision of this Agreement is unenforceable for any reason, it shall be adjusted rather than voided, if possible, in order to achieve the intent of the parties. In any event, all other provisions of this Agreement shall be deemed valid, binding and still enforceable.

In the event that either party commits any material breach of this Agreement including, without limitation, any breach of any indemnification obligation, in addition to any other remedy that the aggrieved party may have, at law or in equity, it shall be entitled to recover all costs, including court cost and attorney's fees, incurred in any proceeding wherein the aggrieved party seeks redress for such breach.

This Agreement and any contract hereunder shall not be considered exclusive contracts. JOHNSON COUNTY shall have the right to hire others to perform the same or similar work.

This Agreement is executed on behalf of Johnson County by the presiding officer of its governing body who is authorized to execute this instrument by order heretofore passed and recorded in its minutes.

This Agreement is executed on behalf of Independent Contractor by its authorized official, agent, or officer and has the authority necessary to execute this Agreement and further certifies that any resolution necessary to create such authority has been duly passed and is now in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date written below:

JOHNSON COUNTY

BY [Signature]
Roger Harmon, County Judge

Date: 8/12/13

ATTEST:

Becky Williams
Becky Williams, County Clerk



INDEPENDENT CONTRACTOR

Rosser Funeral Home
COMPANY

BY [Signature]
Perry W. Rosser
Printed Name

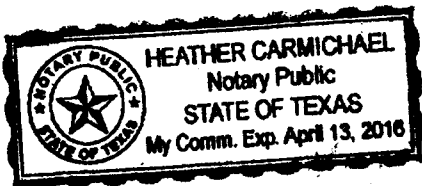
Date: 7/26/2013

Owner
Title

STATE OF TEXAS §

JOHNSON COUNTY §

This instrument was acknowledged before me on the 26 day of July, 2012,
by Perry W. Rosser, on behalf of Rosser Funeral Home.



[Signature]
Notary Public, State of Texas