AGREEMENT NO. 07710-09

COLLIN COUNTY
PERSONAL SERVICES AGREEMENT

THIS AGREEMENT entered into by and between Andrew Don Smith, Sr., herein also referred to as Provider and Collin County, Texas.

STATEMENT OF WORK: Services shall be performed in accordance with the attached scope as outlined in Exhibit A, attached herewith.

All duties shall be performed in a manner, consistent with Collin County procedures and policies. Collin County will provide all equipment and tools to perform work.

COMPENSATION FOR SERVICES: Services shall be billed at a rate of One Hundred and Fifty Dollars ($150) for one autopsy, Two Hundred Dollars ($200) for two autopsies, and Two Hundred and Fifty Dollars ($250) for three autopsies (when examinations are performed within one day). For inspections performed the same day as autopsies Twenty Five Dollars ($25) dollars will be added to the autopsy pay with a maximum of Two Hundred and Fifty Dollars ($250) for one day. Services are to be invoiced on a weekly basis for the work performed under this agreement. No other expense or reimbursement shall be borne by Collin County unless stated herein.

- INVOICES shall state hours worked and/or lump sum fee and shall be submitted to the Collin County Auditor's Office, 2300 Bloomdale Rd., Suite 3100, McKinney, Texas 75071.
- PAYMENT will be made for hours worked in accordance with the V.T.C.A. Government code, Title 10, Subtitled F, Chapter 2251.
- SALES TAX: Collin County is by statute exempt from the State Sales Tax and Federal Excise Tax.

TERM OF AGREEMENT: This agreement will begin on October 1, 2009, and will terminate effective September 30, 2010, unless otherwise agreed to by and between Collin County and the provider in written form. Both parties agree that they have the right to terminate this agreement at any time without cause or prior notice.

ADDITIONAL CONDITIONS:

BENEFITS: Provider is not an employee of Collin County and is not entitled to any benefits offered to Collin County Employees.

INDEMNIFICATION: Provider shall defend, indemnify and save harmless Collin County and all its officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injury to or damages received or sustained by any person, persons, or property on account of any negligent act or fault in performance under this Agreement. Provider shall pay any judgment with cost, which may be obtained against Collin County growing out of such injury or damages.

VENUE: This Agreement will be governed and construed according to the laws of the State of Texas. This Agreement is performable in Collin County, Texas.

CHANGE ORDERS: No oral statement of any person shall modify or otherwise change, or affect the terms and conditions stated in this Agreement. All Change Orders to this Agreement will be made in writing by the Collin County Purchasing Agent.

CONFLICT OF INTEREST: No public official shall have interest in this Agreement, in accordance with Vernon's Texas Codes Annotated, Local Government Code Title 5, Subtitled C, Chapter 171.

RENEWAL OF AGREEMENT: At the discretion of Collin County and approval by the Provider, this agreement may be renewed for additional time periods to incorporate additional phases or work as determined by Collin County. The cost of such services shall be determined by Collin County and Provider

and shall be established at a not to exceed amount.

THIS AGREEMENT, when properly accepted by Collin County shall constitute an agreement equally binding between the Personal Service Provider and Collin County.

AGREED TO AND ACCEPTED THIS
22 DAY OF JULY, 2009.

ANDREW DON SMITH, SR

By: ANDREW DON SMITH/SR AUTOPSY TECH
(Print Name & Title)

EXECUTED AND ACCEPTED THIS
29 DAY OF September, 2009.

COLLIN COUNTY

By: Franklin Ybarbo
Franklin Ybarbo, Purchasing Agent

Court Order No. 2009-776-09-28

EXHIBIT A

Provider proposes to furnish the following services as stated below for the sum of One Hundred and Fifty Dollars ($150) for one autopsy, Two Hundred Dollars ($200) for two autopsies, and Two Hundred and Fifty Dollars ($250) for three autopsies. For inspections performed the same day as autopsies Twenty Five Dollars ($25) dollars will be added to the autopsy pay with a maximum of Two Hundred and Fifty Dollars ($250) for one day.

The scope of services is currently to assist in the performance of postmortem examinations, including but not be limited to:

1. Preparing the Body for Examination
2. Collection of Toxicology Specimens and Evidence as Appropriate
3. Taking X-Rays, if needed
4. Fingerprinting the Body
5. Performance of the External and Internal Portions of the Examination
6. Preparing the Body for Release to the Funeral Homes
7. Cleaning the Autopsy Room