

R.A.I.D. Corp Southwest, Inc.

202 South Dixon Street, Suite 212

Gainesville, Texas 762410

AGREEMENT


This Agreement is entered into to be effective the 1st day of July, 2011, and is made between the Crockett County Consolidated Common School District (hereinafter referred to as "District") and R.A.I.D. Corp Southwest, Inc. Licensed by the Texas Department of Public Safety, Private Security Division, State License C14020 (hereinafter collectively referred to as "Contractor").

By this Agreement, the parties to this Agreement understand and agree as follows:

1. Contractor agrees to provide District with contraband inspections and drug education services ("contracted services") under this Agreement for the 2011-2012 school year.
2. Contractor agrees to provide ten (10) visits of contracted services to the District each year, beginning September 1, 2011 and ending May 31, 2012. Such consultation shall be provided by Contractor pursuant to a schedule which is compatible with the school year calendar, and has been mutually agreed upon by the parties. All contracted services shall be provided on days when school is schedule to be in session. No contracted services shall be provided on days where services conflict with school activities such as TAKS testing, graduation ceremonies, or other school events where the provision of contracted services may prove disruptive or undesirable.
3. District agrees to provide Contractor with written notice of those dates on which the District does not wish to receive contracted services. Such information will be provided no later than August 15, 2011; however, the District may provide Contractor with supplemental notice, in writing, of additional or changed dates on which no contracted services shall be provided should such additional dates be identified by the District during the term of this Agreement.
4. District agrees that it shall provide a schedule for the 2011-2012 school year which allows Contractor no less than a total of 10 visits in which to provide contracted services over the term of this Agreement.
5. District agrees to pay Contractor the sum of \$4,611.31 for the 2011-2012 school year. Contractor shall provide 10 visits beginning September 1, 2011 and ending May 31, 2012, for contracted services rendered under this Agreement. The amount, \$384.28, shall be billed over a twelve-month period beginning July 1, 2011 and ending June 30, 2012. Contractor shall present District with itemized statements, on a monthly basis, of all contracted services provided.
6. District agrees that if it refuses to allow Contractor to provide contracted services on dates which were not timely identified in writing as dates on which the District does not wish to receive contracted services, or if the District dismisses Contractor prior to completing contracted services for that visit, District shall compensate Contractor for actual travel expenses incurred by Contractor, as well as for the hours scheduled for services, as if such contracted services had been provided.

7. Any party to this Agreement may terminate this Agreement prior to the expiration of the term of hereof for good cause, or without cause, upon thirty days' written notice to the other party. Upon termination, Contractor shall submit a final invoice for contracted services provided to District for payment.
8. Throughout the term of this Agreement, Contractor agrees to establish and maintain records regarding the contracted services provided, including the date on which contracted services were provided, the campus or campuses of which contracted services were provided, and the time spent by Contractor.
9. Contractor agrees that it is wholly responsible for any negligent or wrongful act of its employees and animals while on District property. Contractor agrees to indemnify District and hold it harmless for any injury to persons or property caused by Contractor's employees, agents, or animals.
10. The parties agree to comply fully with all applicable federal, state, and local statutes, ordinances, rules, and regulations in connection with the provision of contracted services under this Agreement. This Agreement is subject to all applicable present and future valid laws governing such services. In the event that a statute or court or competent jurisdiction declares that use of drug dog services on public school property is impermissible or illegal, this Agreement shall terminate. In the event of any of the parties hereto are required by law or regulation to perform any act inconsistent with this Agreement, or to cease performing any act required by this Agreement, this Agreement shall be deemed to have been modified to conform with the requirements of such law or regulation.
11. If changed conditions are encountered during the term of this Agreement, the Agreement may be supplemented or amended under terms and conditions mutually agreeable to the parties, provided that all such changes, amendments, supplements, or modification shall be in writing.
12. This Agreement contains the entire agreement between the parties hereto with respect to the matters covered by its terms, and it may not be modified in any manner without express written consent of the parties. No other agreement, statement, or promise made by or to any party, or made by or to any employee, officer, or agent of any party, that is not contained in this Agreement shall be of any force or effect.

Chris DuBois
Superintendent of Schools
Crockett County CCSD


Ann Bernauer, Director of Operations
R.A.I.D. Corp Southwest, Inc.