

K9 RESOURCES

SAFE and DRUG FREE SERVICES AGREEMENT

This Agreement between Webster County School District (hereinafter "CLIENT") and K9 Resources, LLC (Hereinafter "K9 RESOURCES") for all services and conditions set forth below.

- 1. TERM** The Agreement shall be for a term of twelve (12) consecutive months and shall commence on the 1st day of August 2019 and continue through the last day of July 2020.
- 2. VISITS** K9 RESOURCES agrees to provide twenty-one random unannounced visits for the Agreement period. Each visit will include one Canine Team and shall consist of one canine and one handler to one facility. The length of each visit will vary and shall be determined by the canine handler. In the event that K9 RESOURCES arrives on any day deemed appropriate by K9 RESOURCES and is not permitted to perform planned services for any reason, K9 RESOURCES will be deemed to have rendered and completed services for said visit(s) planned. Any failure to notify K9 RESOURCES of any closure or delay by 7:00 am the day of for any reason may result in visit(s) count. Requested visits will be provided on a first come / first served basis. Requested visits not billed as additional visits will count as multiples of non-requested visits as determined by K9 RESOURCES.
- 3. RATES** The Agreement price for the term is \$15,200.00 and may be renewed at the original proposal rate so long as K9 RESOURCES is notified IN WRITING no later than February 15th of each subsequent year. Rate is payable in twelve (12) equal installments. The first installment is due and payable on the first day of the Agreement with each subsequent installment being due and payable on the 1st of each month thereafter. Any requested visits (for any reason) may be charged at the rate of \$1200 per Canine Team and may be billed separately. All payments are due and payable as agreed to K9 Resources, PO Box 448, Kings Mills, Ohio 45034-0448. A late charge of \$10 per school day will be added to balances not paid by due date.
- 4. LIABILITY LIMITATION and INDEMNITIES** CLIENT agrees that K9 RESOURCES is not an insurer and the amounts payable hereunder are based solely upon the value of Agreement not the perceived or actual value to CLIENT or any third party interests. K9 RESOURCES undertakes no additional liability to CLIENT, third parties or others. K9 RESOURCES makes no representation, express or implied, that services will prevent occurrences or their consequences. In no event shall K9 RESOURCES be liable to CLIENT or any third party for any Claim other than one which arises under this Agreement and is caused by gross negligence of K9 RESOURCES, its employees or agents while acting within the scope of their duties, authority or in good faith. In no event shall K9 RESOURCES be liable for any consequential or incidental damages, loss or profits Claim which is caused in whole or in part by acts, co-missions or omissions of CLIENT or third parties or their respective employees or agents. The services provided under this Agreement are solely for the benefit of CLIENT and neither this Agreement nor any services rendered hereunder confer any rights on any other party as a third-party beneficiary or otherwise. CLIENT agrees that K9 RESOURCES shall not be liable for failure to perform under this Agreement due to any "Act of GOD", change in law, regulation, ruling, policy or cause beyond absolute control of K9 RESOURCES nor in any case for any consequential, incidental, or special damages or loss of profits.
- 5. INSURANCE** K9 RESOURCES agrees to maintain general liability insurance in the amount of one million dollars (\$1,000,000) and that K9 RESOURCES is not liable for any loss or damage in excess of that amount. CLIENT agrees that it will maintain insurance to fully protect CLIENT against such Excess Loss or Damage. Accordingly, CLIENT waives its right of recovery against K9 RESOURCES for such Excess Loss or Damage, unless said loss or damage was the result of gross negligence of K9 RESOURCES, its employees or agents while acting within the scope of their duties, authority or in good faith. In no case is K9 RESOURCES liable for any loss or damage while assisting on any type threat response or sweep.
- 6. DEFAULT** K9 RESOURCES may terminate this Agreement upon written notice to CLIENT and exercise such other rights and remedies as permitted by law if; A.) CLIENT fails to pay any amount when due; B.) Any proceeding is commenced or threatened by or against CLIENT or K9 RESOURCES C.) The CLIENT makes or threatens to make an assignment D.) CLIENT breaches any of the terms or obligations contained in this Agreement; E) CLIENT violates or asks K9 RESOURCES to violate any law whether local, State, or Federal or violates any policy or regulation under which either operate. F) CLIENT does not permit K9 RESOURCES access to any area desired; or G) CLIENT fails to fully cooperate with K9 RESOURCES. Any breach of any term in this Agreement by CLIENT shall be deemed a material breach of this Agreement and K9 RESOURCES may terminate this Agreement. Upon any termination of agreement by K9 RESOURCES (for any reason), K9 RESOURCES may deem Agreement complete with all payments being immediately due and payable. If K9 RESOURCES fails to perform the services as contracted, as more fully described herein, CLIENT may terminate this Agreement upon written notice and exercise such other rights and remedies as permitted by law. In any event where there is a change in any law, regulation, ruling, policy, cancellation or act of GOD which would prevent K9 RESOURCES from rendering said services, the Agreement will be deemed complete in full with all payments being immediately due and payable. CLIENT agrees to pay all attorney fees and collection / court cost should CLIENT fail to pay any amounts due under terms of this Agreement for any reason.
- 7. HAZARDOUS or DEFECTIVE CONDITIONS / MATERIALS** CLIENT agrees that it will comply with OSHA Hazard Communication Standards and will indemnify and hold K9 RESOURCES harmless from all related claims or injuries to K9 RESOURCES employees arising out of a condition existing at CLIENT premises or CLIENT violation of any safety or health-related law. CLIENT further agrees to notify K9 RESOURCES of any and all potential hazards prior to entering said area. CLIENT further agrees to inform K9 RESOURCES of precautionary measures that need to be taken to protect K9 RESOURCES personnel and assets prior to entering any area.
- 8. LIMITATIONS on CLAIMS / ACTIONS** CLIENT shall give notice to K9 RESOURCES of any and all Claims of CLIENT or potential Claim of CLIENT arising out of or relating to this Agreement within 15 days following the date of any occurrence giving rise to such Claim or potential Claim. No action to recover any Claim of CLIENT shall be instituted or maintained against K9 RESOURCES by CLIENT unless notice of such Claim shall have been given by CLIENT to K9 RESOURCES in the manner and form set forth herein.
- 9. NON-WAIVER** Failure of K9 RESOURCES to enforce any provision of this Agreement, or any of its rights, or to exercise any election herein provided, shall not be considered a waiver of such provision or election or in any way affect the validity of this Agreement. The exercise by K9 RESOURCES of any of its rights or any of its elections shall not preclude K9 RESOURCES from exercising the same or any other right it may have under this Agreement.

10. SCOPE OF SERVICES

K9 RESOURCES acting as an Agent of CLIENT shall assist the CLIENT in recognizing unwanted materials, items, substances and activities on property under the care, custody or control of CLIENT or at any CLIENT functions. It is agreed that such assistance will be conducted on a random unannounced basis under the guidance and cooperation of the CLIENT with K9 RESOURCES acting as an Agent of the CLIENT while performing services and/or any other activity performed in good faith by K9 RESOURCES and that all such services are vital to legitimate educational interests of the students. Any and all property under the care, custody and control of the CLIENT shall be subject to services by K9 RESOURCES. Canine alert may be deemed such solely by the handler. When alert is declared, an investigation of the alert will ensue unless otherwise instructed by CLIENT or agent. Contraband detected on CLIENT property or at CLIENT function is the responsibility of the CLIENT. All substances found are considered suspected until GC/MS tested by a federally approved laboratory confirming true nature of said material. Suspected substances may be field-tested on site for a fee of \$35 each to provide preliminary or presumptive identification. Any item or substance that is possibly considered a violation of policy (by the investigator) will be confiscated and turned over to officials prior to departure from property. A summary affidavit will be provided for all alerts.

11. NOTICES

This Agreement set forth the scope of services to be performed by K9 RESOURCES and may be changed only with the written approval of both parties. If there is any conflict between the terms of any other documents and this Agreement, this Agreement shall control. Unless so changed, K9 RESOURCES shall not be obligated to perform any services not specifically set forth therein. Additionally, CLIENT acknowledges possession of loaned equipment and materials for program that must be returned at the conclusion of the Agreement. Failure to do so results in additional billing at prevailing rate for said equipment.

12. ENTIRE AGREEMENT and INTERPRETATION

This Agreement constitutes the entire Agreement and understanding between the parties, and no representations, inducements, promises or Agreements not embodied herein shall be of any force or effect.

13. AUTHORITY

This Agreement shall not become binding upon K9 RESOURCES until executed by an authorized member of K9 RESOURCES. The controlling jurisdiction in all disputed matters is Warren County Ohio and shall be governed under the law of the State of Ohio. Should any provision conflict therewith, such provision shall be interpreted to remove such conflict, so that this Agreement and its provisions shall remain in full force and effect.

14. CLIENT RESPONSIBILITIES

CLIENT must complete and supply all requested contact information along with a district calendar showing a maximum of 10 days unacceptable for visit serving as an operational parameter as Exhibit (A) to this Agreement. The CLIENT agrees to notify K9 RESOURCES of all closures or delay (for any reason) by no later than 7:00 am the morning of closure or delay. CLIENT agrees that it has established and communicated a policy clearly defining K9 Resources as having a legitimate educational interest in their schools and contraband as any unwanted item, substance or activity which may be deemed inappropriate in an educational environment to include: A.) Any and all mind, mood, body altering or look-a-like substances (in the broadest terms); B.) All alcohol substances which may be abused; C.) Firearms, ammunition, fireworks, incendiary devices and the like; D.) All prescription medication, over-the-counter medication, supplements or substance; E.) Any item or substances that may reasonably be considered as paraphernalia or in any way mimics, depicts, shows, demonstrates or promotes an unwanted activity, item or substance. CLIENT agrees that this policy has been disseminated to all of its locations and all of its employees, agents, vendors, students and visitors and they have been instructed to fully cooperate with K9 Resources in their endeavors. For purposes of this Agreement, "contraband" shall be defined as all items (direct or indirect) for which the CLIENT has contracted services from K9 RESOURCES. The CLIENT also agrees that it has established and communicated that violations of this policy are considered adverse to the welfare of employees, agents, vendors, students and visitors and are contrary to CLIENT'S desire to foster an atmosphere conducive to educational purpose. CLIENT agrees to guide K9 RESOURCES personnel so as to avoid any potential violation of policy prior to the occurrence. CLIENT shall fully cooperate with K9 RESOURCES in the performance and execution of the services requested by CLIENT. CLIENT agrees that no other canines units shall be permitted on CLIENT property without prior notification to K9 RESOURCES. CLIENT agrees to and has communicated to all administrators, faculty and staff that ALL information related to procedures, protocol, practices and reports of K9 RESOURCES are confidential and may not be disclosed to any other party under penalty of law. CLIENT agrees to participate (when requested by K9 RESOURCES) in placement, witnessing and attesting to proficiency of the Canine Team hereby accepting said action as annual proficiency certification. CLIENT agrees that CLIENT is in possession of loaned materials as defined by K9 RESOURCES proposal that are owned by K9 RESOURCES and must returned prepaid within ten days of end of contract, termination or cancellation of Agreement. Additionally, CLIENT agrees to allow the possession by all K9 RESOURCES personnel, any weapon, material or equipment (confiscated or deemed necessary by K9 RESOURCES) for any reason as a part of services.

15. BACKGROUND

OHIO: K9 RESOURCES, an Ohio Corporation

WEBSTER COUNTY SCHOOL DISTRICT

By: _____
NAME TITLE DATE

K9 RESOURCES

By: _____
Gene Papet Executive Director DATE

AN EQUAL OPPORTUNITY EMPLOYER

