JDC COPY

Agreement for Consultant Services and Conditions

This Agreement for Prison Rape Elimination Services and Conditions ("Agreement") is made effective as of _____ by and between **Ronaldo D. Myers** Certified PREA Auditor (Consultant) of 215 Bennington Circle, Columbia, SC 29229 and _____.

1. DESCRIPTION OF SERVICES Beginning on _____, the Consultant will conduct an audit based on United States Department of Justice Prison Rape Elimination Act (PREA) Standards

The Consultant shall:

Plan and execute PREA audits as negotiated, Audit (On-site) and Post Audit responsibilities as specifically required by DOJ and in accordance with the PREA Auditor Code of Ethics.

Prepare certified final report to the contracted agency.

2. DECRIPTION OF AGENCY RESONSIBILITIES: The Agency agrees to the following:

The agency will proved the consultant a temporary work place to review documents concerning the audit process.

Provide an employee to assist you during the on-site phase of the audit.

3. COMPENSATION: The $3000.00 will compensate the Consultant for services, Audit (on-site) and Post –Audit services. The fees are for PREA services.

The _____ agrees to the following pay schedule.

1/3 to be paid after conducting the onsite audit.

2/3 to be paid after the final report is submitted to the agency.

The consultant will invoice the agency for services provide, and the agency has 30 days to pay the consultant the invoice amount from the date of the invoice.

4. BENEFITS: None.

5. TERM: This Agreement will terminate upon a two week written notice of either party.

6. TERMINATION OF AGREEMENT: In the event this Agreement is terminated by the Employee prior to the completion of all phases of assigned audits, the Employee will complete the audit prior to the end of the two week notice

7. FORCE MAJEURE. If performance of this Agreement or any obligation under this agreement is prevented, restricted, or interfered with by causes beyond either party's reasonable control ("Force Majeure"), and if the party unable to carry out its obligations gives the other party prompt written notice of such event, then the obligations of the party invoking this provision shall be suspended to the extent necessary by such event. The term Force Majeure shall include, without limitation, acts of God, fire, explosion, vandalism, storm or other similar occurrence, orders or acts of military or civil authority, or by national emergencies, insurrections, riots, or wars, or strikes, lock-outs, work stoppages. The excused party shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased. An act or omission shall be deemed within the reasonable control of a party if committed, omitted, or caused by such party, or its employees, officers, agents, or affiliates.

8. ENTIRE AGREEMENT. This Agreement contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this Agreement. This Agreement supersedes any prior written or oral agreements between the parties.

9. AMENDMENT. This Agreement may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.

10. GOVERNING LAW. This Agreement shall be construed in accordance with the laws of the State of South Carolina.

11. NOTICE. Any notice or communication required or permitted under this Agreement shall be sufficiently given if delivered in person, via e-mail or mail, to the address set forth in the opening paragraph or to such other address as one party may have furnished to the other in writing.

12. WAIVER OF CONTRACTUAL RIGHT. The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the date first above written.

_____ Date_____
Authorize Representative

_____ Date _____
Ronaldo D. Myers
PREA Auditor