



SAFER
SCHOOLS
TOGETHER



1015 Railroad Ave Ste 101
Bellingham, WA
Tel: 360 526-2794
Toll Free: 1.866.554.0848
usainfo@saferschoolstogether.com

DESCHUTES COUNTY – 6-MONTH PILOT PROJECT

We are pleased to provide this proposal for the following safer schools together training and services to Deschutes County, OR. All prices are based on the following, for services and training delivered between January 3, 2023, and July 2, 2023:

- Approximately 27,377 K-12 students in public and private schools across Bend La Pine District, Redmond School District, and Sisters School District.
- Approximate total population of 204,801 for Deschutes County, OR.

COSTS:

SCOPE A:

School Based Worrisome Online Behavior (WOB) Reports	\$27,600.00*
Bend La Pine (2/month from January 2023 to June 2023)	
Redmond School District (2/month from January 2023 to June 2023)	
Sisters School District (2/month from January 2023 to June 2023)	

SCOPE B:

Community Based Online Behavioral Baseline Summaries	\$16,000.00*
Weekly reports (26 total)	

SCOPE C:

Case Consultation: Digital and Behavioral Threat Assessment	\$2,500.00*
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SCOPE D:

Digital Threat Assessment® Training	\$7,750.00*
6.5-hour training for school administrators, law enforcement, and community partners	
<i>Max capacity 80 for in-person training / Max capacity 100 for remote training</i>	

SCOPE E:

Overview of SST Training and Services	Complimentary
90-minute presentation via Zoom followed by 30-minute Q&A	

**Prices are subject to applicable taxes, travel, and payment portal fees. SST will require 50% of training costs due at time presentation is confirmed. Please note the training amount in FULL is non-refundable in the event of a cancellation within 21 days of training delivery. The remaining amount will be due after the presentations takes place. This proposal is valid for 90 days.*

-FULL TERMS AND CONDITIONS ON FOLLOWING PAGES-



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TO ACCEPT THIS PROPOSAL AND THE TERMS AND CONDITIONS, PLEASE SIGN AND DATE BELOW AND RETURN TO SST:

NAME: Erik Kropp

SIGNATURE: Erik Kropp

POSITION/TITLE: Acting County Administrator

DATE: 12/29/22

SCOPE(S) APPROVED: A-E

In consideration of the mutual covenants contained in these Terms and Conditions and the Proposal, Safer Schools Together ("SST") and the Client agree that the following terms and conditions apply to the Training and Services to be provided by SST to the Client. For purposes hereof, the Proposal and the Terms and Conditions are hereinafter referred to as the "Agreement".

1. Training and Services. Subject to the terms and conditions herein, the Client agrees to retain SST to provide training and/or services (the "Services") necessary to perform the tasks specified in the foregoing Proposal (the "Proposal"), and SST agrees to provide such Services for the Client subject to these terms and conditions. The parties agree and understand that none of the Services constitute legal advice.

2. Term. This Agreement between the parties shall be effective on the date that the Client accepts the Proposal by (a) signing the Proposal or (b) sending a confirmation to SST by electronic mail that it has been reviewed and agrees to the Proposal and agrees to engage SST on the terms and conditions of the Proposal and (c) SST reviews and returns signed client contract.

3. Termination. The Client may terminate the Services to be provided under this Agreement at any time on at least thirty (30) calendar days' prior with written notice to SST. SST may terminate this Agreement (a) with ten (10) calendar days' prior written notice if the Client is not current in payment of Fees, or (b) in any event, upon at least thirty (30) calendar days' prior written notice to the Client. Termination of this Agreement for any reason or no reason at all shall in no event relieve the Client from tendering full and timely payment to SST for work performed or expenses incurred prior to the date of termination.

4. Charges for Services. The Client agrees to pay SST its fees as outlined in this Proposal (the "Fees") for the Services provided by SST. The Client acknowledges that the rates contained therein were negotiated at arm's length and may vary depending on the circumstances of each training session. The Client acknowledges that the fees quoted therein (and any fees quoted in any proposal for additional services executed by the parties) are estimates based on information provided to SST by the Client. SST makes no representation that the fees estimated in any proposal will equal the actual fees charged by SST to the Client, which may be greater or less than estimated. The Client shall be responsible for payment of all state and local sales and use taxes, if any, levied upon the charges payable by the Client hereunder.

5. Payment of Charges. SST shall bill the Client for its Fees upon confirmation of presentation and upon the conclusion of presentation. Client shall pay SST upon its receipt of each such invoice, through wire transfer, or other payment method approved in writing in advance by SST. Services are not provided on a contingency fee basis, and there are different pay



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structures for services and trainings. Amounts unpaid after thirty (30) days are subject to a service charge at the rate of 5%.

6. Independent Contractor. SST is an independent contractor, and no agency, partnership, joint venture, or employment relationship shall arise, directly or indirectly, as a result of the Services or these Terms and Conditions.

7. Confidentiality; Non-Disclosure.

a. Confidential Information. In connection with these Terms and Conditions, the Client or SST (as the case may be, the "Disclosing Party") may disclose to the other party (as the case may be, the "Receiving Party") certain information (i) that is marked or otherwise identified in writing as confidential or proprietary information of the Disclosing Party prior to or upon receipt by the Receiving Party; or (ii) which the Receiving Party reasonably should recognize from the circumstances surrounding the disclosure to be confidential or proprietary (collectively, "Confidential Information"). The Confidential Information shall include, without limitation, the pricing information provided in the Proposal (including the estimated training costs thereof), any materials provided to Client and these Terms and Conditions. The Receiving Party (x) shall hold all Confidential Information in confidence and will use such information only for the purposes of fulfilling the Receiving Party's obligations hereunder and for no other purpose, and (y) shall not disclose, provide, disseminate, or otherwise make available any Confidential Information to any third party other than for the purposes of fulfilling the Receiving Party's obligations hereunder.

b. Protection of Intellectual Property. The Client and SST each acknowledge that the other's intellectual property, including, without limitation, processes, trade secrets, trademarks, and content and know how are of ultimate importance to each. Accordingly, the Client and SST agree to use best efforts to protect such intellectual property, and shall not, either during the term of this Agreement or subsequent to its termination, utilize, reveal or disclose any of such intellectual property. The Client and SST each understand that the training materials furnished by SST pursuant to this Agreement and/or developed during the course of this Agreement by SST are the sole property of SST.

c. Scope. The foregoing obligations in Section 7(a) shall not apply to (i) information that is or becomes generally known or available by publication, commercial use or otherwise through no fault of the Receiving Party; (ii) information that is known by the Receiving Party prior to the time of disclosure by the Disclosing Party to the Receiving Party; (iii) information that is obtained from a third party who, to the Receiving Party's knowledge, has the right to make such disclosure without restriction; (iv) any disclosure required by applicable law; or (v) information that is released for publication by the Disclosing Party in writing. The Client and SST recognize and acknowledge that in the event of any request to disclose Confidential Information in connection with a legal or administrative proceeding or otherwise to comply with a requirement under the law, prompt notice of such request must be given to the other party so that party may seek an appropriate protective order or other remedy or waive compliance with the relevant provisions of this Agreement. If the Client seeks a protective order or other remedy, SST, at the Client's expense, will cooperate with and assist the Client in such efforts. If the Client fails to obtain a protective order or waives compliance with the relevant provisions of this Agreement, SST will disclose only that portion of the material that its legal counsel determines it is required to disclose.

8. Limitation of Liability; Disclaimer of Warranty. SST warrants that the Services will be performed with reasonable care in a diligent and competent matter. SST's sole obligation will be to correct any non-conformance with this warranty. SST's liability to the Client or any person making a claim through or under the Client for Losses of any kind, whether direct or indirect, whether under theories of contract, negligence, or other tort, statutory duty, or other theories of liability, shall be limited to the total amount of Fees paid by the Client to SST for the specific work which gave rise to the alleged Loss.



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Neither party will be liable to the other party for any incidental, special, indirect, consequential, or exemplary damages of any kind, or for any lost profits, lost opportunities, business interruption or for any liability incurred by the other party. THE WARRANTIES SET FORTH HEREIN ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESSED, IMPLIED, OR STATUTORY, INCLUDING BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE.

9. **Indemnification.** The Client shall indemnify and hold harmless SST and its directors, officers, employees, affiliates and agents against any loss, liability, claim, damage, expense (including costs of investigation and defense and reasonable attorneys' fees and expenses), whether or not involving a third-party claim, incurred by SST arising out of or in connection with or related to (a) SST's performance of the Services; (b) any gross negligence or willful misconduct by the Client, its employees, agents or representatives, or any misrepresentations made by such persons to third parties in connection with this Agreement; (c) any breach of the terms of the Agreement by the Client; (d) the handling of any payment by SST in accordance with the Client's instructions, including, without limitation, the imposition of any stop or void payment on any check or the wrongful dishonor of any check by SST at the Client's instruction; or (e) any instructions or information provided to SST by the Client for use in providing the Services.

10. **Notices.** Any notice required or permitted hereunder shall be in writing and shall be delivered personally, by, or sent by registered mail, postage prepaid, or overnight courier service to the responsible officer or principal of SST or the Client, as applicable, and shall be deemed given when so delivered personally, or, if mailed, five days after the date of deposit in United States mail, or, if sent by courier, one business day after delivery to such courier service.

11. **Force Majeure.** To the extent performance by SST of any of its obligations hereunder is substantially prevented by reason of any act of God or by reason of any other matter beyond SST's reasonable control, then such performance shall be excused and this Agreement, at SST's option, be deemed suspended during the continuation of such condition and for a reasonable time thereafter.

12. **Non-waiver of Rights.** No failure or delay on the part of a party in exercising any right hereunder will operate as a waiver of, or impair, any such right. No single or partial exercise of any such right will preclude any other or further exercise thereof or the exercise of any other right. No waiver of any such right will be effective unless given in a signed writing.

13. **Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the State of Washington (without reference to its conflict of laws provisions).

14. **Survival.** All accrued payment obligations hereunder, any remedies for breach of this Agreement, this Section and the following Sections will survive any expiration or termination of this Agreement: Section 7, 8, 9, 12 and 13.

15. **Entire Agreement.** These Terms and Conditions and the Proposal embody the entire agreement between the parties with respect to the subject matter hereof, and cancels and supersedes all prior negotiations, representations, and agreements related thereto, either written or oral, except to the extent they are expressly incorporated herein. No changes in, additions to, or waivers of, the Terms and Conditions set forth herein will be binding upon any Party, unless approved in writing by such Party's authorized representative.



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December 27, 2022

Attention: Ashley Beatty
Deschutes County District Attorney's Office
1164 NW Bond Street
Bend, OR 97703

Dear Ashley,

Safer Schools Together (SST) was established in 2008 and is recognized internationally for its leadership, innovation, and evidence-informed strategies to ensure safe, caring, and trauma-informed school communities. SST's team of highly skilled professionals provide expertise, consultation and support to educators, law enforcement and other service providers across North America in addressing student, school, and community student safety-related concerns. SST helps school communities minimize and manage risks of student violence with reliable, professional training. Using best practice from the field of Behavioral Threat Assessment, school communities learn how to collect data and "connect the dots" to ensure early identification of youth at risk of harm to themselves or others and the interventions necessary to prevent needless tragedy, violence, and trauma.

SST helps schools and their communities address violence and other threat-related issues, critical incidents, and traumatic events. SST has successfully identified individuals on the pathway to violence and gang involvement, racism, incidents of hate, criminal radicalization, suicide, and early identification of individuals in possession of firearms or replica weapons.

SST offers an array of specialized in-person and remote training sessions for educators, parents, students, law enforcement and other community agencies. SST continues to develop and customize training sessions and supplementary resources in response to emerging trends and identified needs.

After a decade of successful work in Canada, Safer Schools Together (SST) opened its first United States office in 2018. In this short time, SST has delivered core services such as Digital Threat Assessment® (DTA) training, Worrisome Online Behavior (WOB) reporting, and 24/7 Case Consultation support with clients in more than twenty states.

As requested, our ~~proposal~~ for our services follows.

A handwritten signature in black ink, appearing to read 'Theresa Campbell', is written in a cursive style.

Theresa Campbell
CEO, Safer Schools Together