

**RESOLUTIONS OF THE OSWEGO COUNTY LEGISLATURE FOR
OCTOBER 17, 2019**

- 220 RESOLUTION AUTHORIZING THE EXECUTION OF AN AGREEMENT
BY AND BETWEEN THE OSWEGO COUNTY SHERIFF'S OFFICE AND THE
RESEARCH FOUNDATION FOR THE STATE UNIVERSITY OF NEW YORK -
STANDARD RESPONSE PROTOCOL TRAINING

OSWEGO COUNTY LEGISLATURE

RESOLUTION NO. 220

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By Legislator Terry Wilbur:

WHEREAS, the Oswego County Sheriff's Office has heretofore employed Special Patrol Officers to be placed in schools throughout the county; and

WHEREAS, training in the Standard Response Protocol (SRP), will assist the Sheriff's Office in assessing each school's climate pertaining to safety and preparedness for both students and faculty, in understanding each school's current emergency response plan and in implementing the Standard Response Protocol; and

WHEREAS, the proposed training in the annexed agreement is recommended by the Sheriff, has been discussed with the Community Safety Initiative and will be train the trainer training to allow others to be trained in SRP by the county; and

WHEREAS, a resolution is both necessary and desirable,

NOW, THEREFORE, upon recommendation of the Public Safety Committee of this body, it is hereby,

RESOLVED, the Chair of the Legislature be and is hereby authorized to execute the annexed agreement with the Research Foundation for the State University of New York for a sum not to exceed \$12,000.

ADOPTED BY A VOICE VOTE ON OCTOBER 17, 2019:

YES: 15 NO: 0 ABSENT: 10 ABSTAIN: 0

OSWEGO COUNTY LEGISLATURE

**AGREEMENT
BETWEEN
OSWEGO COUNTY
AND
THE RESEARCH FOUNDATION FOR
THE STATE UNIVERSITY OF NEW YORK**

This Agreement ["Agreement"] is made by and between **OSWEGO COUNTY** ("County"), a county in New York, with its principal office located at 46 E. Bridge Street, Oswego, New York 13126 and **THE RESEARCH FOUNDATION FOR THE STATE UNIVERSITY OF NEW YORK** ("Foundation"), a nonprofit, educational corporation organized and existing under the laws of the State of New York, with its principal offices located at 35 State Street, Albany, New York 12207-2826, with an office located at the State University of New York College at Oswego.

WITNESSETH:

WHEREAS, County desires to implement the "Standard Response Protocol" (SRP) to assess school climate pertaining to safety and preparedness (students and faculty), to understand each school's current emergency response plan (principal or building supervisor), and to subsequently implement SRP [Project]; and

WHEREAS, Jaclyn Schildkraut, Associate Professor in the College at Oswego's Department of Criminal Justice and Project Director for this Agreement, has expertise in the implementation and evaluation of these Projects, is considered a national expert in mass shootings research with a main focus on school safety, and will also provide SUNY Oswego undergraduate students with the opportunity to assist the Project for academic learning purposes; and

WHEREAS, Foundation administers sponsored funds on behalf of the College at Oswego pursuant to Agreement #C113239 first effective June 1, 1977 and represents that it is competent and willing to perform services in connection with the Project.

THEREFORE, it is agreed by the parties as follows:

1. Scope of Work

Foundation will provide the following Services:

Partner to implement the Standard Response Protocol (SRP) in Central Square Central School District (6 schools).

August-October 2019

Pre-Implementation Meeting(s) with CSI team, district superintendents, and school principals

<p>Early-Mid November 2019* (*Subject to Human Subjects Committee Approval)</p>	<p>Initial school climate and safety survey (baseline data collection) (Surveys will be administered to all students grades 6 and higher, as well as all faculty and staff at the school level. School principals will be asked to take a separate survey prior to the start of the program and upon its completion.)</p>
<p>Late November to Early December 2019</p>	<p>First lockdown drill assessment (pre-training; baseline data collection)</p>
<p>Mid-December 2019</p>	<p>Second school climate and safety survey (assessing post-drill perceptions)</p>
<p>January 2020</p>	<p>Standard Response Protocol training sessions (to include district offices as well as schools [all grade level students and faculty, staff])</p>
<p>February 2020</p>	<p>Install SRP signage in all schools Second lockdown drill assessment (post-training; comparative data collection)</p>
<p>March 2020</p>	<p>Third school climate and safety survey (assessing post-training/post-drill perceptions, as well as impact of continued drilling on overall attitudes about safety and preparedness)</p>
<p>End of April 2020</p>	<p>Deliverable of final report; debrief meeting with CSI and applicable stakeholders</p>

All final deliverables are expected to be presented to Oswego County on or before August 31, 2020

2. Term

The term of this Agreement shall be from August 1, 2019 to August 31, 2020 unless extended or terminated as provided hereunder.

3. Termination

Either party may terminate this Agreement without cause by giving the other party thirty (30) days prior written notice of such termination.

Either party may terminate this Agreement immediately upon reasonable cause and notice to the other.

4. Payment and Invoicing

County agrees to pay Foundation a total of Twelve Thousand (\$12,000) Dollars. The fixed price payment schedule is quarterly, as follows:

August 1, 2019 - October 31, 2019	\$3,000
November 1, 2019 – January 31, 2020	\$3,000
February 1, 2020 – April 30, 2020	\$3,000
May 1, 2020 – August 31, 2020	\$3,000

Invoice payment terms are Net 30, payable upon receipt of invoices from the Foundation. Foundation shall submit invoices to Oswego County Sheriff’s Office (Attention: Sheriff Donald Hilton) at Don.Hilton@OswegoCounty.com.

5. Independent Contractors

Individuals provided by Foundation shall be and remain employees of Foundation. As such, Foundation employees shall not be considered employees of the County and shall not be eligible for workers’ compensation, disability benefits, unemployment insurance, health insurance, retirement benefits and other benefits provided to County employees.

6. Insurance

Foundation shall maintain insurance in the types and amounts sufficient for the work being performed under the Agreement.

7. Indemnification

Each party shall be responsible for the liability which directly arises from their own negligent acts or omissions and neither party shall be responsible for special or consequential damages.

8. Compliance with Law:

Foundation and County will adhere to all certifications regarding lobbying, debarment, suspension, and other responsibility matters, and drug-free work-place requirements.

Foundation and County will comply with all applicable requirements regarding the confidentiality of student records, including the Family Educational Rights and Privacy Act, HIPAA, and regulation of the United States and the New York State Education Departments.

Foundation will ensure that any and all employee(s) or subcontractors of said agency working with County students be fingerprinted and registered in compliance with the New York State Department of Education regulations. Foundation will maintain documentation of this compliance and provide to the County upon request.

Furthermore, Foundation assures that no employees will be working with County students until this requirement is met.

9. Dispute Resolution

It is mutually agreed that should a dispute arise, both parties will informally attempt to resolve such dispute or utilize mediation.

10. Notices

Any notices by either party shall be in writing and hand-delivered to the offices below or sent by registered or certified mail to the respective addresses as shown below, or such other address as a party may designate by written notice in accordance with this provision within fourteen (14) days. Notices shall be effective upon receipt. Facsimile shall not be considered effective delivery of notice.

James Weatherup
Oswego County
46 E. Bridge Street
Oswego, NY 13126

The Research Foundation for SUNY
Attn: Contract & Grant Administrator – Oswego
PO Box 9
Albany, NY 12201-0009

With a copy to:

Maria Nakamura
The Research Foundation for SUNY
221 Hewitt Union
SUNY Oswego
Oswego, NY 13126

11. Severability

If any provision of this Agreement is invalid, illegal, or incapable of being enforced, by reason of any rule of law, administrative order, judicial decision or public policy, all other conditions and provisions of this Agreement shall remain in full force and effect. No covenant or provision shall be deemed dependent upon any other covenant or provision unless so expressed herein.

12. Subsequent Modification

No modification made after execution of this Agreement shall be enforceable unless it is in writing and signed by both parties to this Agreement.

13. Merger Clause

This Agreement contains the entire agreement of the parties, and no representations, inducements, promises or agreements, oral or otherwise, not appearing therein shall be of any force or effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year last written below. By executing this Agreement, Foundation provides any assurances and/or certifications of compliance required herein.

COUNTY

FOUNDATION

By _____

By _____

Name _____

Name _____

Title _____

Title _____

Date _____

Date _____