



Sullivan County
Public Safety and Law Enforcement
Committee

100 North Street
Monticello, NY 12701

Meeting Agenda - Final

Chairman Luis Alvarez
Vice Chairman Nicholas Salomone Jr.
Committee Member Joseph Perrello
Committee Member Matt McPhillips
Committee Member Brian McPhillips

Thursday, October 17, 2024

10:00 AM

Government Center

Call To Order and Pledge of Allegiance

Roll Call

Comments:

Reports:

- 1. Division of Public Safety**
- 2. Fire Bureau**
- 3. E-911/EMS**
- 4. Probation**
- 5. Opioid Task Force**
- 6. Sheriff**
- 7. District Attorney**
- 8. County Coroner**
- 9. NYSP Update**

Discussion:

Public Comment

Resolutions:

1. TO AUTHORIZE THE COUNTY MANAGER TO ENTER INTO A SUBSCRIPTION AGREEMENT TO EXPAND SERVICES PROVIDED BY EMERGENCY SERVICES MARKETING CORP. INC. FOR USE OF THE IAMRESPONDING SYSTEM [ID-6832](#)
Attachments: [Sullivan County NY Contract 91824](#)
2. TO AUTHORIZE THE COUNTY OF SULLIVAN TO PURSUE LEAD AGENCY STATUS FOR THE SEQRA PROCESS FOR A PROPOSED PUBLIC SAFETY COMMUNICATIONS FACILITY PROJECT [ID-6836](#)
3. TO AUTHORIZE THE COUNTY OF MANAGER TO EXECUTE AGREEMENTS WITH EMERGENCY MEDICAL SERVICES AGENCIES OPERATING IN THE COUNTY FOR THE PURPOSES OF CREW SHARING AND EMS ASSIST CALLS [ID-6838](#)
4. Set Public Hearing for November 21, 2024 at 10:10AM Cannibas [ID-6861](#)

Adjourn



Sullivan County

Legislative Memorandum

100 North Street
Monticello, NY 12701

File #: ID-6832

Agenda Date: 10/17/2024

Agenda #: 1.

Narrative of Resolution:

RESOLUTION INTRODUCED BY THE PUBLIC SAFETY AND LAW ENFORCEMENT COMMITTEE TO AUTHORIZE THE COUNTY MANAGER TO ENTER INTO A SUBSCRIPTION AGREEMENT TO EXPAND SERVICES PROVIDED BY EMERGENCY SERVICES MARKETING CORP. INC. FOR USE OF THE IAMRESPONDING SYSTEM

WHEREAS, Sullivan County 911 has been utilizing the IamResponding system provided by Emergency Services Marketing Corp. Inc., on a limited basis, for several years to provide responder notification and response status information for specific county command personnel; and

WHEREAS, the IamResponding notification system has provided much-needed situational awareness to responding command staff and the 911 dispatch center, alleviating congestion within the 911 dispatch center; and

WHEREAS, Sullivan County 911 recommends expansion of this platform to encompass all sixty-four (64) Sullivan County Emergency Services agencies and special operations teams of Sullivan County; and

WHEREAS, The IAMRESPONDING platform will provide additional features to these emergency services agencies improving internal communications, GPS mapping features, and alternative 911 dispatch capabilities to each agency;

NOW, THEREFORE, BE IT RESOLVED, that the County Manager is hereby authorized to enter into a subscription agreement with Emergency Services Marketing Corp. Inc. for a 5-year subscription & fees for the IamResponding notification system not to exceed \$30,000 per year; said agreement is to be in such form as the County Attorney shall approve.

If Resolution requires expenditure of County Funds, provide the following information:

Amount to be authorized by Resolution: \$30,000.00

Are funds already budgeted? Yes

Specify Compliance with Procurement Procedures: Upgrade to current system

Click or tap here to enter text.

IamResponding SUBSCRIPTION AGREEMENT

This Agreement is entered into by and between **Emergency Services Marketing Corp., Inc.** (“ESMC”), as the duly licensed provider of IamResponding.com, and **Sullivan County, NY** (“Subscriber”). Pursuant to the Terms and Conditions set forth herein, ESCMC agrees to provide Subscriber with access to IamResponding.com, for the term and at the cost set forth herein. Subscriber is solely responsible for obtaining its’ own internet connection and hardware.

1. Term. The Term of this subscription shall commence on **September 30, 2024** (“Commencement Date”) and shall terminate **September 29, 2029**. Subscriber’s access to IamResponding.com shall not be provided by ESCMC until ESCMC has received this signed Subscription Agreement from Subscriber.
2. Confidentiality. The cost provisions set forth herein constitute trade secret and proprietary information of ESCMC. As such, to the fullest extent permitted by law, excepting only to the extent required by law, such cost provisions are to be treated as confidential by Subscriber, and are to be shared with only such other municipal officials as are deemed by Subscriber to have a specific need to know. If Subscriber believes it is compelled by law to disclose the cost provisions herein to a third-party, Subscriber shall first exercise reasonable efforts to notify ESCMC of such determination and intent to disclose, prior to such disclosure.
3. Subscription Fees.
 - a. Base Subscription Fee: Subscriber shall pay to ESCMC the further sum of **\$138,330**, due as follows without necessity of invoice.
 - i. \$27,666 due on or before September 30, 2024;
 - ii. \$27,666 due on or before September 30, 2025;
 - iii. \$27,666 due on or before September 30, 2026;
 - iv. \$27,666 due on or before September 30, 2027;
 - v. \$27,666 due on or before September 30, 2028.
 - b. Set-up Fee: **\$595**
 - c. Telephone Charges: Subscriber shall pay to ESCMC the further sum of **\$2,500**, due as follows without necessity of invoice.
 - i. \$500 due on or before September 30, 2024;
 - ii. \$500 due on or before September 30, 2025;
 - iii. \$500 due on or before September 30, 2026;
 - iv. \$500 due on or before September 30, 2027;
 - v. \$500 due on or before September 30, 2028.

4. Payment. All payments required pursuant to this Subscription Agreement shall be by official check in US funds, made payable to Emergency Services Marketing Corp., Inc. (EIN 20-578-7005), and shall be delivered to: P.O. Box 93, Dewitt, New York 13214.
5. Scope of Subscription. The base subscription fee provides subscription services to IamResponding.com for **Sixty-Four (64)** agencies and county-wide specialty teams, which are as identified on the county implementation plan attached hereto as Exhibit “A.”

For the purpose of this Subscription Agreement, an “agency” is defined as a single entity with the ability to view all responders of each company and station of that entity on a single sub-site of the IamResponding.com system. Each entity which desires to view responders of its companies or stations on separate sub-sites of the system shall be treated as a separate agency for each sub-site established. For example, a fire department with two stations that desires to have each of its’ monitors display every responder to every event on a single sub-site of IamResponding.com constitutes one agency. A fire department with two stations that wants to view the separate responders assigned to each station on two separate sub-sites will be treated as two agencies.

Multiple agencies and teams shall not share subscription services, and any sharing of services with any entity not specifically identified on the attached County Implementation plan shall constitute a material breach of this Agreement. In the event of such a breach, Subscriber shall pay to ESMC the sum of \$850 per year of use for each non-identified entity sharing such services.

Subscriber warrants that **Thirty-Six (36)** of the proposed agencies and teams are dispatched to more than 100 dispatches of their own dispatches per year, and **Twenty-Eight (28)** of the proposed agencies is/are dispatched to fewer than 100 dispatches of their own dispatches per year.

6. Subscription Services.
 - a. Included Services. Unlimited access to all responder information of the agencies and teams identified on Exhibit “A” by County dispatchers, County Fire & EMS Coordinators and such others as may be designated by the Subscriber; the establishment of separate, designated sub-sites for each included agency and team; the set-up of a consolidated dispatch center sub-site of IamResponding.com for monitoring by the dispatch center of each of the agencies and teams identified on Exhibit “A” on a single system; all current functions of IamResponding.com; 24x7x365 email technical support; set up of program options for each agency and team; periodic system upgrades; provisioning of toll-free access numbers for each agency and team; two (2) live webinar training sessions of system administrators, on mutually agreeable dates and times (“train the trainers”).
 - b. Excluded Services. Input or maintenance of individual member profiles (to be performed by individual agencies and/or teams); user-end hardware, software, cabling or monitors; installation, maintenance or troubleshooting of user hardware or at user sites. If and when outbound text-to-voice functionality is added as a feature of IamResponding.com, the cost of such outbound telephone calls is not included within this Subscription Agreement and shall be subject to a separate agreement at that time in order to enable that function.

7. Current Subscribers. Within thirty (30) days of receipt by ESMC of the initial payment required by this Subscription Agreement, any current agency or team identified on Exhibit "A" which has already subscribed to IamResponding.com shall receive a pro-rated refund of any subscription fees already paid, exclusive of any set-up fees, and exclusive of any telephone charges incurred prior to the Commencement Date of this Subscription Agreement.
8. Terms of Use. This Subscription Agreement expressly adopts and incorporates the Terms of Use of IamResponding.com, including all disclaimers of warranties set forth therein. The Terms of Use are posted on the IamResponding.com site at www.iamresponding.com,
9. Transmission of Dispatch Information. One of the functions of IamResponding.com enables agencies and teams to display dispatch information on their IamResponding.com systems, and enables members of such agencies and teams to obtain such information via text message, push notifications to apps, and email. It is understood that this functionality is dependent upon the technology capabilities of the dispatch system used by Subscriber, and that ESMC makes no guarantees or warranties about this functionality. It is further understood that IamResponding.com cannot control the timing, speed or reliability of the delivery of dispatch information from the dispatch center to its network, and cannot control the timing, speed or reliability of the delivery of the dispatch information to the members of departments/agencies/teams that choose to receive it once the information has been transmitted by IamResponding.com to the members' internet service providers, push notification services, and/or cellular telephone providers. Therefore, it is specifically understood that this system is NOT to be relied upon under any circumstance as a primary means of notification for emergency events, and should only be utilized as a non-emergent, supplemental method of notification. Certain cellular providers limit the number of characters permitted per text message, and therefore it is also understood that certain transmitted text messages may omit or delete information if the message exceeds the character length of the members' cellular provider. To the greatest extent permitted by law, Subscriber, individually and on behalf of each of the agencies and teams receiving the IamResponding.com system pursuant to this Subscription Agreement, hereby releases ESMC and IamResponding.com from any and all claims and liabilities of any nature whatsoever associated with any transmission of dispatch information.
10. Default. If Subscriber defaults in any respect whatsoever with regard to the terms and conditions of this Subscription Agreement or the Terms of Use of IamResponding.com, ESMC shall have the right, in its sole discretion, to suspend or terminate Subscriber's subscription to IamResponding.com, and to suspend or terminate Subscriber's access to IamResponding.com. Any payments not timely made shall be considered a material default by Subscriber.
11. System Modifications. Subscriber understands that ESMC reserves the right to modify the appearance, content and/or functionality of IamResponding.com at any time, and in its sole discretion. In no event shall any core functionality of IamResponding.com be eliminated.
12. Website Links. Subscriber, and each agency and team identified on Exhibit "A", shall add a link to www.iamresponding.com on any website that they maintain for official business.
13. Sales Representatives. Subscriber warrants that its subscription to ERRS was not procured through the efforts of any salespersons other than **Markus Wait**.
14. Service Interruptions. Subscriber understands that there may be periodic service interruptions to IamResponding.com as the result of events or circumstances beyond the control of ESMC. ESMC has taken, and will continue to exercise, commercially reasonable efforts to mitigate such

interruptions, and maintains a fully redundant, fault-tolerant network for the provision of services related to IamResponding.com.

15. Promotion. Subscriber consents to the utilization by ESMC of the existence of this subscription in promotional materials developed and disseminated by ESMC, including the listing of Subscriber and each agency identified on Exhibit "A" as a subscriber/user of IamResponding.com.

16. Additional Agencies. Additional agencies and region-wide specialty teams may be added during the same subscription term at the following rates:

Each additional agency that is dispatched to MORE than 100 events per year:
5-year term: \$621/year*
Each additional agency that is dispatched to LESS than 100 events per year:
5-year term: \$287/year**

*Plus, a one-time set up fee of \$35 per agency and \$10/annually for phone call costs.

**Plus, a one-time set up fee of \$35 per agency and \$5/annually for phone call costs.

17. Additional Term. Upon the written agreement of the parties, signed by both parties, the parties may agree to extend the Term of this Agreement on the same cost terms for the extended period of the Agreement.

18. Severability. If all or part of any provision of this Subscription Agreement or of the Terms of Use shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, such portion(s) of the provision(s) as are held to be illegal, invalid or unenforceable shall be construed to reflect the parties' original intent, and the remaining portions and provisions shall remain in full force and effect.

19. Counterparts. This Subscription Agreement may be signed in counterparts, each of which, when combined, shall constitute the whole agreement.

20. Entire Agreement. This Subscription Agreement and the Terms of Use constitute the entire agreement between Subscriber and ESMC and govern Subscriber's use of IamResponding.com, superseding any prior agreements between Subscriber and ESMC. In the event of a specific conflict between the terms and conditions of this Subscription Agreement and the Terms of Use of IamResponding.com, the terms and conditions of this Subscription Agreement shall control. This Agreement may be modified in the future by the parties, but only upon a written document signed by all parties.

21. Warranty of Authority. Subscriber warrants that the individual signing this Agreement possesses all authority and consent necessary to enter into this Subscription Agreement on behalf of Subscriber.

Sullivan County, NY

By:

Printed Name: _____

Authorized Signature: _____

Official Title of Person Signing: _____

Date: _____

Billing

Address: _____

City: _____

State: _____

Zip Code: _____

Contact Name: _____

Email Address: _____

Phone Number: _____

Emergency Services Marketing Corp., Inc.

By: _____ Date: _____
Daniel R. Seidberg, President

“Exhibit A”
County Implementation Plan

	Agency/Team Name and Full Physical Address	Name, Email and Mobile Number of Primary Contact	Name, Email and Mobile Number of Secondary Contact
1	Beaverkill Valley Fire Dept		
2	Bloomingsburg Fire Dept		
3	Callicoon Fire Dept		
4	Callicoon Center Fire Dept		
5	Claryville Fire Dept		
6	Forestburgh Fire Dept		
7	Grahamsville Fire Dept		
8	Hankins Fire Dept		
9	Highland Lake Fire Dept		
10	Hortonville Fire Dept		
11	Hurleyville Fire Dept		
12	Jeffersonville Fie Dept		

13	Kauneonga Lake Fire Dept		
14	Kenoza Lake Fie Dept		
15	Lake Huntington Fire Company		
16	Lava Fire Dept		
17	Liberty Fire Dept		
18	Livingston Manor Fire Dept		
19	Long Eddy Hose Company		
20	Loch Sheldrake Fire Dept		
21	Lumberland Fire Dept		
22	Monticello Joint Fire District		
23	Mountaindale Fire Dept		
24	Narrowsburg Fire Dept		
25	Neversink Fie Dept		
26	North Branch Fie Dept		

27	Rock Hill Fire Dept		
28	Roscoe Rockland Fire Dept		
29	Smallwood Mongaup Valley		
30	South Fallsburg Fire Dept		
31	Summitville Fire Dept		
32	Swan Lake Fire Dept		
33	Westbrookville Fire Dept		
34	White Lake Fire Dept		
35	White Sulphur Springs Fire Dept		
36	Woodbourne Fire Company No 1 Inc		
37	Woodridge Fire Dept		
38	Wurtsboro Fire Dept		
39	Youngsville Fire Dept		
40	Yulan Fire Dept		

41	Bethel Volunteer Amb Corp		
42	Cochecton Volunteer Amb Corp		
43	Grahamsville First Aid Squad Inc		
44	Highland Ambulance Service		
45	Jeffersonville Volunteer First Aid Corp Inc		
46	Volunteer Amb Corp of Livingston Manor		
47	Lumberland Fire Dept Inc		
48	Mamakating First Aid and Rescue Squad		
49	Mountindale FD First Aid Squad		
50	Neversink Fire Department Inc		
51	Rock Hill Volunteer Ambulance Corp Inc		
52	Roscoe Rockland Volunteer Ambulance Corp		
53	Tusten Volunteer Ambulance Service Inc		

54	Upper Delaware Ambulance Corp Inc		
55	Woodbourne Fire Company No 1 Inc		
56	County EMS		
57	Sullivan County Bureau of Fire		
58	Sullivan County Bureau of EMS		
59	Sullivan 911		
60	Sullivan County Bureau of Fire Rehab Team		
61	Sullivan County Search and Rescue Team		
62	Sullivan County Dive Taskforce		
63	Sullivan County Sheriff ESU (SWAT TEAM)		
64	Sullivan County HazMat		



Sullivan County

Legislative Memorandum

100 North Street
Monticello, NY 12701

File #: ID-6836

Agenda Date: 10/17/2024

Agenda #: 2.

Narrative of Resolution:

TO AUTHORIZE THE COUNTY OF SULLIVAN TO PURSUE LEAD AGENCY STATUS FOR THE SEQRA PROCESS FOR A PROPOSED PUBLIC SAFETY COMMUNICATIONS FACILITY PROJECT

WHEREAS, the County of Sullivan has identified a need for enhancements to its public safety communications system (“Project”), and

WHEREAS, this Project is subject to the requirements of the State Environmental Quality Review Act (SEQRA) as defined in Title 5 NYCRR Section 617; and

WHEREAS, this Project will include licensing of communications frequencies, acquisition of new equipment and the construction of a new communication tower/facility located on Schoolhouse Rd in the Village of Jeffersonville, NY; and

WHEREAS, in accordance with the SEQRA requirements the County of Sullivan is eligible to act as Lead Agency for the Project.

NOW, THEREFORE, BE IT RESOLVED, that the Sullivan County Legislature does hereby authorize the County of Sullivan to pursue designation of and act as Lead Agency for the SEQRA process for the develop of a Public Safety Communications facility located on Schoolhouse Rd in the Village of Jeffersonville, NY.

If Resolution requires expenditure of County Funds, provide the following information:

Amount to be authorized by Resolution: N/A

Are funds already budgeted? Yes

Specify Compliance with Procurement Procedures: RFP

Click or tap here to enter text.



Sullivan County

Legislative Memorandum

100 North Street
Monticello, NY 12701

File #: ID-6838

Agenda Date: 10/17/2024

Agenda #: 3.

Narrative of Resolution:

TO AUTHORIZE THE COUNTY OF MANAGER TO EXECUTE AGREEMENTS WITH EMERGENCY MEDICAL SERVICES AGENCIES OPERATING IN THE COUNTY FOR THE PURPOSES OF CREW SHARING AND EMS ASSIST CALLS

WHEREAS, the County of Sullivan, through contract with SeniorCare EMS, is providing EMS units to assist and supplement EMS delivery; and

WHEREAS, these County EMS units have been working together with existing EMS agencies to form a crew in order to expedite EMS delivery and transport to the hospital; and

WHEREAS, many of those transporting agencies participate in revenue recovery; and

WHEREAS, in order to allow those agencies to submit claims, it is necessary for there to be a Crew Share Agreement and an EMS assist agreement in place between the County and EMS agencies outlining the relationship,

NOW, THEREFORE, BE IT RESOLVED, that the Sullivan County Legislature does hereby authorize the County Manager to enter into agreement(s) with the EMS agencies of Sullivan County in order to define the relationship of EMS Crew Sharing and EMS Assists. Such agreement(s) shall be approved to form by the County Attorney's office.

If Resolution requires expenditure of County Funds, provide the following information:

Amount to be authorized by Resolution: 0

Are funds already budgeted? Yes

Specify Compliance with Procurement Procedures: N/A

Click or tap here to enter text.



Sullivan County

Legislative Memorandum

100 North Street
Monticello, NY 12701

File #: ID-6861

Agenda Date: 10/17/2024

Agenda #: 4.

Narrative of Resolution:

Set Public Hearing for November 21, 2024 at 10:10AM

If Resolution requires expenditure of County Funds, provide the following information:

Amount to be authorized by Resolution: N/A

Are funds already budgeted? Choose an item.

Specify Compliance with Procurement Procedures:

RESOLUTION INTRODUCED BY THE PUBLIC SAFETY COMMITTEE TO SET A PUBLIC HEARING FOR A LOCAL LAW ENTITLED "A LOCAL LAW AUTHORIZING THE SULLIVAN COUNTY SHERIFF TO SEAL/PAD-LOCK ILLICIT CANNABIS BUSINESSES."

WHEREAS, there has been introduced at a meeting of the Sullivan County Legislature held on October 24, 2024, a proposed Local Law entitled "A Local Law Authorizing the Sullivan County Sheriff to Seal/Pad-Lock Illicit Cannabis Businesses."

NOW, THEREFORE, BE IT RESOLVED, that a public hearing be held on said proposed local law by the Sullivan County Legislature on November 21, 2024 at 10:10 AM, in the Legislative Chambers, County Government Center, Monticello, New York, and at least six (6) days' notice of the public hearing be given by the Clerk of the Sullivan County Legislature by due posting thereof on the bulletin board of the County of Sullivan and by publishing such notice at least once in the official newspapers of the County.

COUNTY OF SULLIVAN
NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that there has been duly presented and introduced at a meeting of the Legislature of the County of Sullivan, New York, held on October 24, 2024, a proposed local law entitled "A Local Law Authorizing the Sullivan County Sheriff to Seal/Pad-Lock Illicit Cannabis Businesses."

NOTICE IS FURTHER GIVEN that the Legislature of the County of Sullivan will conduct a public hearing on the aforesaid proposed local law at the Legislature's Meeting Room, County Government Center, Monticello, New York, 12701, on November 21, 2024, at 10:10 AM at which time all persons interested will be heard.

DATED: Monticello, New York

October 24, 2024

ANNMARIE MARTIN

Clerk of the Legislature

County of Sullivan, New York