



Sullivan County

Executive Committee

Meeting Agenda - Final

100 North Street
Monticello, NY 12701

Chairman Robert Doherty
Vice Chairman Michael Brooks
Committee Member Nadia Rajs
Committee Member Nicholas Salomone Jr.
Committee Member George Conklin
Committee Member Luis Alvarez
Committee Member Joseph Perrello
Committee Member Ira Steingart
Committee Member Alan J. Sorensen

Thursday, June 16, 2022

9:00 AM

Government Center

Call To Order

Roll Call

Discussion

1. Youth Bureau
2. Care Center at Sunset Lake

Resolutions:

1. To allow the County Manager to sign a lease agreement with the NYS Department of Labor for space at the Career Center located at 50 North Street, Monticello, New York. This resolution covers the lease period of 7/1/22 thru 6/30/25. According to Federal regulations, payment for space cannot be made until after the time period has passed. [ID-4657](#)
2. To authorize the County Manager to sign a Professional Services Agreement with Research Foundation for Mental Hygiene, Inc., and a Confidentiality & Non-Disclosure Agreement with New York State office of Mental Health. [ID-4658](#)
Attachments: [PROFESSIONAL SERVICES AGREEMENT](#)
[CONFIDENTIALITY & NON-DISCLOSURE AGREEMENT](#)
3. To authorize the County Manager to enter into a Contract between Sullivan County Center for Workforce Development and Bold Gold Media Group, to provide educational services for the Summer Youth Employment Program (SYEP). [ID-4665](#)

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4. Create two (2) County Clerk Worker I Trainee positions in the Sullivan County Clerk's Office [ID-4673](#)
 5. Adopt the State Environmental Quality Review Short Environmental Assessment Form for Agricultural Districts [ID-4684](#)
Attachments: [Schedule A_Short Form EAF](#)
 6. Authorize the County to Enter Into a Cooperative Agreement with New York State Department of Agriculture and Markets [ID-4685](#)
Attachments: [Ag District cooperativeagreement FINAL_06.2022](#)
 7. Authorize a Modification Agreement with Kristt Company [ID-4686](#)
 8. Authorize Contract with Netsmart Technologies, Inc. [ID-4687](#)
 9. To Authorize Contract with McBee (A division of Netsmart Technologies) [ID-4688](#)
 10. To Amend the Agreement with IESI by allowing an additional \$1 per ton for drop and hook [ID-4689](#)
 11. Authorize the Application for COSSAP Grant Funding [ID-4690](#)
 12. Provide a School Resource Officer to Eldred School District through August 31, 2022 [ID-4691](#)
 13. To Authorize School Resource Officer for Sullivan West School District through August 31, 2022 [ID-4692](#)
 14. To Modify Resolution No. 79-22 to include new billing amounts [ID-4693](#)
 15. To Adopt the 2022-2027 Opioid Settlement Spending Plan. [ID-4678](#)
Attachments: [Settlement Funding Budget Proposal.pdf](#)
 16. Amend Resolution No. 132 of 2022 Authorizing a contract with Main Street Communications [ID-4695](#)
 17. Designate the Certifying Officer for the Community Development Block Grant Program (Sullivan County Home Ownership Program) [ID-4696](#)
 18. Designate the Certifying Officer for the Community Development Block Grant Program (Covid 21) [ID-4697](#)
 19. To Authorize Round 2 Contracts for the 2022 Plans and Progress Program [ID-4698](#)
 20. Authorize contract with Metropolitan Urban Design Workshop LLC (Mud Workshop) [ID-4699](#)
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- 21. Authorize Fiscal Sponsorship of a Grant to the Upper Delaware Scenic Byway (UDSB) [ID-4700](#)
- 22. Authorize funding for the New York State County Treasurer's and Finance Officers Association Conference to be held in Sullivan County [ID-4701](#)
- 23. To Authorize renewal of the Retainer Agreement with Bryan Kaplan, Esq. [ID-4667](#)

Adjourn

Sullivan County

Legislative Memorandum

File #: ID-4657

Agenda Date: 6/16/2022

Agenda #: 1.

Narrative of Resolution:

To allow the County Manager to sign a lease agreement with the NYS Department of Labor for space at the Career Center located at 50 North Street, Monticello, New York. This resolution covers the lease period of 7/1/22 thru 6/30/25. According to Federal regulations, payment for space cannot be made until after the time period has passed.

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

Amount to be authorized by Resolution: \$146,349.00 (3 year lease-\$48,783 annually)

Are funds already budgeted? Yes

Specify Compliance with Procurement Procedures: N/A

WHEREAS, the Center for Workforce Development rents space from the New York State Department of Labor (NYSDOL) to form the Sullivan Career Center which is required by the Federal Workforce Innovation and Opportunity Act (WIOA); and

WHEREAS, the Department of Labor leases space at 50 North Street, Monticello, New York; and

WHEREAS, a new lease agreement is required to cover the period from July 1, 2022 through June 30, 2025; and

WHEREAS, the annual rent shall total \$48,783.00 (2,323 square feet @ \$21 per square foot). The annual rent includes charges for rent, janitorial, heating and air conditioning, electricity, fuel, parking, alarm monitoring, grounds maintenance, and all other costs relating to the use, occupancy and maintenance of the space.

NOW, THEREFORE, BE IT RESOLVED, that the County Manager is hereby authorized to enter into the lease agreement with NYSDOL, and such lease shall be in the form approved by the County Attorney.

Sullivan County

Legislative Memorandum

File #: ID-4658

Agenda Date: 6/16/2022

Agenda #: 2.

Narrative of Resolution:

To authorize the County Manager to sign a Professional Services Agreement with Research Foundation for Mental Hygiene, Inc., and a Confidentiality & Non-Disclosure Agreement with New York State office of Mental Health.

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

Amount to be authorized by Resolution: \$0.00

Are funds already budgeted? No

Specify Compliance with Procurement Procedures: N/A

WHEREAS, the Center for Workforce Development (CWD) was awarded a three-year grant from the New York State Department of Labor (NYSDOL) under the New York State Systems Change and Inclusive Opportunities Network (NY SCION) to serve individuals with disabilities, ages 18 and older, through assisting and training the local workforce partners, businesses, education and training providers, and

WHEREAS, in order for CWD to sustain this program once the grant ends, CWD must earn revenue through the Ticket to Work & Self Sufficiency Program. Research Foundation for Mental Hygiene, Inc. received a Ticket Program Agreement from the Social Security Administration (SSA), and is administering the program on behalf of the NYSDOL and the New York State Office of Mental Health (OMH); and

WHEREAS, CWD has agreed to participate in this program and a Professional Services Agreement must be signed, along with a Confidentiality & Non-Disclosure Agreement with OMH in order to receive monies through SSA;

NOW, THEREFORE, BE IT RESOLVED, that the County Manager is hereby authorized to enter into an Agreement with Research Foundation for Mental Hygiene, Inc., and with New York State office of Mental Health, and such agreements shall be in the form approved by the County Attorney.

Professional Services Agreement

This Professional Services Agreement (this "Agreement") is made effective as of _____ (the "Effective Date"), by and between _____ ("Provider"), with offices at _____ and Research Foundation for Mental Hygiene, Inc., a not-for-profit corporation with offices at Riverview Center, 150 Broadway, Suite 301, Menands, NY 12204 ("RFMH").

Whereas the RFMH received a Ticket Program Agreement (TPA) SSA-EN-RFA-20-0001 from the Social Security Administration ("SSA") entitled "Employment Networks for the Ticket to Work and Self Sufficiency Program" ("Ticket to Work" or the "Program") and is administering the Program on behalf of the New York State Department of Labor (DOL) and the New York State Office of Mental Health ("OMH"); and

Whereas the Provider has agreed to participate in the New York Employment Services System ("NYESS") and has agreed to be bound by the terms and conditions articulated in the *Interagency Agreement for the Creation of an Integrated Employment Support Computer System between the New York State Department of Labor and the New York State Office of Mental Health* (the "Interagency Agreement"); and

Whereas the Provider has executed a Confidentiality and Non-Disclosure Agreement ("CNDA") with OMH;¹ and

Whereas DOL and OMH have formed a DOL/OMH Joint Management Committee which will collaboratively establish policy, guidelines, training and systems for this program;

NOW, THEREFORE, the parties agree as follows:

1. Services.

- a. Provider will provide employment network support services to SSA beneficiaries ("Beneficiaries"):
 - i. subject to the terms and conditions and as more fully described in:
 1. the application to SSA dated October 26, 2020, as approved by the SSA (the "Approved Application"),
 2. the Interagency Agreement as agreed to by Provider, and
 3. the CNDA, and

¹ All the referenced documents can be found on the NYESS website at <https://nyess.ny.gov/provider-contracts.html>

- ii.. in accordance with such other policies and procedures as are established by the DOL/OMH Joint Management Committee and made available to Provider on the NYESS website www.nyess.ny.gov.

The Approved Application, Interagency Agreement, CNDA and Policies and Procedures are incorporated herein by reference.

- b. Provider shall perform such services with care, skill and diligence, in accordance with generally accepted industry standards, practices and principles and in accordance with all applicable laws and regulations.

2. Compensation.

- a. Payments to providers will be made only after funds are received by RFMH from SSA.
- b, RFMH shall pay Provider based on the payment schedule and method established by the DOL/OMH Joint Management Committee and published on the NYESS website.
- c. Payments to Providers shall be considered final, unless RFMH in its sole discretion believes a recalculation is warranted.

3. Use of Funds. Provider agrees that payments will be used solely to enhance employment services and supports for Beneficiaries.

4. Independent Contractor. Provider agrees that it is an independent contractor when performing the services under this Agreement and that the relationship between RFMH and Provider shall not constitute a partnership, joint venture or agency.

5. Subcontracts and Assignments. Provider shall not enter into any subcontracts for the performance of the obligations contained herein or assign this Agreement, or any rights or obligations hereunder, unless it has received the prior written approval of RFMH and the DOL/OMH Joint Management Committee.

6. Safeguards for Services.

- a. To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional nondiscrimination provisions, the Provider will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, sexual orientation, age, disability, genetic predisposition or carrier status, or marital status.

- b. Services performed pursuant to this Agreement are secular in nature and shall be performed in a manner that does not discriminate on the basis of religious belief, or promote or discourage adherence to religion in general or particular religious beliefs.
 - c. Funds provided pursuant to this Agreement shall not be used for any partisan political activity, or for activities that may influence legislation or the election or defeat of any candidate for public office.
7. Term. This Agreement shall commence on the Effective Date and terminate on each December 31. The Agreement shall be automatically renewed for consecutive one year terms unless RFMH provides thirty (30) days prior written notice to the Provider of its intention not to renew. This Agreement will expire on October 25, 2030, if not terminated earlier.
- a. Either Party reserves the right to terminate this Agreement upon thirty (30) days prior written notice.
 - b. The RFMH reserves the right to terminate this Agreement immediately in the event that SSA terminates funding or in the event that RFMH, OMH or the NYSDOL/OMH Joint Management Committee has determined that Provider has violated the terms of this Agreement, the NYESS terms or the CNDA with OMH.
 - c. This Agreement shall automatically terminate if the Provider's authorization to access the NYESS system is withdrawn by OMH.
 - d. If the Agreement is terminated, RFMH shall pay Provider for services rendered up until the effective termination date.
8. Liability to Third Parties. Provider shall indemnify and hold harmless RFMH, OMH, DOL and the State of New York, their directors, officers, agents, subcontractors and employees against any actions, suits, proceedings, liabilities and damages to the extent that they arise from or are related to the performance or failure to perform of Provider's directors, officers, agents, subcontractors or employees pursuant to this Agreement.
9. Insurance Requirements. Provider shall not commence work under this Agreement unless it has the following insurance in place and shall provide proof of insurance coverage on an annual basis to the RFMH:
- a. Workers' Compensation and Employers' Liability Insurance as required by New York State law.
 - b. Disability insurance for all employees of Provider engaged in performing work under this Agreement, as required by New York State laws.

- c. General and Professional Liability Insurance with a combined personal injury, bodily injury (including death) and property damage limit of at least \$1,000,000 for each occurrence and \$2,000,000 in the aggregate.
10. Code of Conduct. Providers shall prohibit its directors, officers, agents, subcontractors and employees from using their positions or engaging in any activity in a manner that gives rise to an actual conflict of interest (personal or organizational) or the appearance of such a conflict.
11. Audit.
- a. Provider shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this Agreement (the "Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years after. Provider agrees to cooperate fully with any audit RFMH, OMH, DOL/OMH Joint Management Committee, SSA or any agent of theirs may conduct and to provide access during normal business hours to any and all information and personnel necessary to perform its audit or investigation.
 - b. RFMH or its designee shall have the right to audit and review the Provider's performance and operations as related to this Agreement and/or to retain the services of qualified independent auditors or investigators to perform such audit and review on its behalf. If the review indicates that the Provider has violated or is in non-compliance with any of the terms of the Agreement, or has abused or misused the funds paid to the Provider, the Provider agrees to reimburse RFMH any costs associated with the review.
 - c. If the review indicates that the Provider is in non-compliance with any of the terms of the Agreement, or has abused or misused the funds paid to the Provider, the rights of RFMH shall include, but not be limited to:
 - i. recovery of any funds expended in violation of the Agreement;
 - ii. suspension of payments;
 - iii. termination of the Agreement; and/or
 - iv. employment of another entity to fulfill the requirements of the Agreement.
12. Confidentiality. Provider understands that the information obtained or collected during the conduct of this Agreement may be sensitive in nature. Information relating to individuals who may receive services pursuant to this Agreement shall be maintained and used only for the purposes intended under this Agreement and in conformity with applicable provisions of laws and regulations, including the Confidentiality and Non-Disclosure Agreement between Provider and OMH.

13. Reporting.

- a. Provider shall prepare and submit all reports and documents as may be required under this Agreement to OMH, DOL/OMH Joint Management Committee or other entity designated by RFMH. These reports shall be in such substance, form, and frequency as required by RFMH and as necessary to meet State and Federal requirements. OMH shall notify the Provider as to the substance, form, and frequency of any and all reports and documents required to be submitted.
- b. OMH may require that the Provider submit a final report or other documentation summarizing the conduct of the program and indicating the total number of Beneficiaries participating in each of the components for the entire term of the Agreement.

14. Governing Law. This Agreement and the rights and obligations of the Parties hereunder shall be governed by the laws of the State of New York, without regard to any choice of law principle that would dictate the application of the law of another jurisdiction.

15. Notices. All notices permitted or required hereunder shall be in writing and shall be transmitted by mail, express mail, facsimile transmission or email to the individual noted below.

If to Provider:

As indicated in the supplier form in Exhibit A.

If to RFMH:

Managing Director
Research Foundation for Mental Hygiene, Inc.
150 Broadway, Suite 301
Menands, NY 12204
(518) 474-5661 fax

16. Validity of Terms and Conditions. If any term, provision or condition of this AGREEMENT or its application to any person or circumstance shall, to any extent, be held invalid or unenforceable, the remainder of this AGREEMENT, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and every other term, provision, and condition of this AGREEMENT shall be valid and be enforced to the fullest extent permitted by law.

17. Entire Agreement. This Agreement, including Exhibit A hereto, set forth and constitute the entire agreement and understanding between the parties with respect to the subject matter hereof and all prior agreements, understandings, promises and representations, whether written or oral.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

Research Foundation for Mental Hygiene, Inc. Provider

Signature: _____

Signature: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Request for Taxpayer Identification Number and Certification SUBSTITUTE IRS FORM W-9 & VENDOR FILE SET-UP

**** Please complete ALL sections ****

Ticket to Work
Agreement Start Date _____

1. NAME (As shown on your tax return).

Legal Business Name, Proprietor's Name or Individual's Name	Doing Business As (DBA)
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2. ADDRESS

Address A – Physical address of Company Headquarters

Is this a US Post Office deliverable address? ☐ Yes ☐ No

Address B – Remittance Address (if different from Address A)

Address			Address		
Address			Address		
City	State	Zip Code	City	State	Zip Code

3. CONTACT INFORMATION

Primary Contact Name		Secondary Contact Name	
Title	Fax Number	Title	Fax Number
Phone Number		Phone Number	
Email Address		Email Address	

4. ORGANIZATION TYPE AND TAX IDENTIFICATION NUMBER (TIN) Check only **one** organization type and supply the applicable Social Security Number (SSN) or Employee Identification Number (EIN). For proprietorship, provide SSN or EIN, not both.

<input type="checkbox"/> Individual (SSN) <input type="checkbox"/> Sole Proprietorship (SSN or EIN) <input type="checkbox"/> Partnership (EIN) <input type="checkbox"/> Corporation (EIN) <input type="checkbox"/> Government (EIN) <input type="checkbox"/> Tax Exempt/Nonprofit (EIN)	<input type="checkbox"/> LLC How does LLC report to IRS? <input type="checkbox"/> Disregarded Entity <input type="checkbox"/> Partnership <input type="checkbox"/> Corporation	SSN/EIN DUNS
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5. ELECTRONIC PAYMENT – If your organization would like to receive payments electronically through ACH please complete the information below. By completing this section you authorize payments from RFMH to be deposited to the financial institution and account designated.

Name & Address of Financial Institution: (Branch Location) Priority: Bank Routing Number: (Contact your Financial Institution for this information) <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>	Account Type: (Select One) <input type="checkbox"/> Checking <input type="checkbox"/> Savings Account Number: (Please VERIFY with your Financial Institution!) <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>
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TO RECEIVE PAYMENT, YOU MUST ATTACH A LETTER FROM YOUR BANK VERIFYING YOUR ACCOUNT INFORMATION.

6. CERTIFICATION AND SIGNATURE

By signing this contract, under penalties of perjury, I certify that: 1. The number shown on this form is the correct taxpayer identification number; and 2) I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and 3) I am a US citizen or other U.S. person (as defined by IRS Form W-9 rev October 2007). You **must** cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return.

If you have questions regarding this form, contact RFMH Accounts Payable at 518.474.5661 for assistance.

CONFIDENTIALITY & NON-DISCLOSURE AGREEMENT NEW YORK STATE OFFICE OF MENTAL HEALTH (OMH)

OMH Ref

I. PURPOSE OF THE AGREEMENT

The New York State Office of Mental Health (OMH) desires to disclose, and Receiving Entity desires to receive, access to computer information services, and/or certain confidential information or data necessary to fulfill the obligations of their current business relationship. In addition to statutory requirements to which it is bound, it is standing policy of the OMH to safeguard and take specific steps necessary to ensure the confidentiality and integrity of certain information, including but not limited to that information which is protected under state or federal law (e.g., individually identifiable patient information) and/or accreditation requirements.

II. DEFINITION OF TERMS

The terms identified below, as used throughout this Agreement, shall refer to the following:

(1) **"Information Assets"**: includes, without limitation, data, know-how, formulae, techniques, compositions, methods, processes, concepts, ideas, inventions, equipment, trade secrets, research, discoveries, designs, sketches, photographs, graphs, drawings, product specifications, customer lists, survey instruments, assessment tools, market studies, financial data, business plans, databases, systems, architectures, notes, analyses, compilations, summaries, personal information related to personnel, users, customers or suppliers, and any other data prepared by or on behalf of OMH. OMH categorizes its Information Assets by utilizing the following status classifications:

- (A) **"PHI (Protected Health Information)"**: An OMH Information Assets classification status that includes any records that relate to past, present, or future physical or mental health or condition of an individual, the provision of health care to an individual, or the past, present, or future payment for the provision of health care that can be directly or indirectly attributed to an individual.
- (B) **"Restricted"**: An OMH Information Assets classification status that includes the most sensitive information and which is made available on a very limited basis.
- (C) **"Internal"**: An OMH Information Assets classification status that includes information intended only for use by the OMH workforce and other authorized personnel when conducting agency business.
- (D) **"Public"**: An OMH Information Assets classification status that includes information that has been appropriately made available for public distribution through public channels.

(2) **"OMH System(s)"**: includes, but is not limited to, software, desktop computers, laptops, computer networks, access to e-mail systems, any type of OMH supplied or reimbursed accounts (e.g., access to the Internet or remote systems), facsimile, telephone, and voice mail, whether OMH owned, leased or sponsored.

(3) **"Workforce"**: means employees, volunteers, trainees and other persons whose conduct, in the performance of work for a party to this Agreement, is under the direct control of such party, whether or not they are paid by such party.

III. SUBJECT OF AGREEMENT

III.1. This Agreement applies to the disclosure and receipt of "Confidential Information" provided and/or exchanged for the purpose(s) identified as the "Purpose and Nature of Work" in the accompanying Computer Application Sharing Agreement (CASA) and/or Data Exchange Agreement (DEA), as applicable, which terms shall be incorporated into this Agreement.

III.2. For purposes of this Agreement, the term "Confidential Information" shall include: (1) Information Assets that have a classification status, as identified by OMH, as "PHI", "Restricted", or "Internal" (as described in Section II of this Agreement) and

(2) all OMH Systems.

Subject to the exceptions set forth in paragraph III.3 below, Confidential Information also includes, without limitation, information of a similar nature received by OMH from third parties which OMH is obligated to treat as confidential, and information in combination with publicly known information where the nature of the combination is not publicly known.

III. 3. For purposes of this Agreement, Confidential Information shall not include Information Assets that have a classification status of "Public," or information to the extent to which Receiving Entity can establish by legally sufficient evidence that such information:

- (1) was rightfully and lawfully in Receiving Entity's possession before receipt from OMH, provided, however, that this exception shall not apply to information regarding patients of facilities directly operated by OMH; or
- (2) is rightfully received by Receiving Entity from a third party on a non-confidential basis, provided such party had a right to possess and distribute such information; or
- (3) is or was independently developed by or for Receiving Entity; or
- (4) that becomes generally available to the public without improper disclosure.

III.4. This Agreement addresses all Confidential Information, regardless of the form or format, in which it is created or used in support of OMH business, including without limitation, spoken communication, written documentation, computer databases or transmissions, tapes, diskettes, computer generated reports, e-mail messages, voice mail messages, facsimiles, meeting minutes and working papers.

IV. RESTRICTIONS ON USE AND NON-DISCLOSURE OF CONFIDENTIAL INFORMATION

IV.1. Except as expressly permitted in writing by an authorized representative of OMH or unless required by law, regulation, or legal process or by the rules of any securities exchange, Receiving Entity agrees that it shall not:

- (1) use the Confidential Information for any purpose other than the one for which OMH shared such information, as identified by Receiving Entity in the DEA and/or the CASA; and
- (2) directly or indirectly copy, transfer, or otherwise disclose or reveal Confidential Information to any person or entity other than its workforce, directors, officers, agents or consultants who:
 - (A) has a demonstrable "need to know" such information in connection with the OMH and Receiving Entity's business relationship and/or discussions; and
 - (B) has been advised in writing and have signed acknowledgment, via the DEA and/or CASA, as applicable, and any properly executed riders thereto, of the information's classification status; and
 - (C) is subject to legally binding obligations of confidentiality as set forth in this Agreement, provided however, that Receiving Entity shall at all times be fully responsible to OMH for the compliance by such persons with this Agreement; and/or
- (3) announce or disclose to any third party its participation in the business relationship between OMH and Receiving Entity to the extent the Confidential Information concerns any unannounced products, technology, services, or business transactions.

IV.2. (1) To the extent that Information Assets obtained by Receiving Entity contain data with an OMH classification status of "PHI," by signing this Agreement, Receiving Entity hereby represents that it

CONFIDENTIALITY AND NON DISCLOSURE AGREEMENT

understands New York State and Federal laws and regulations on confidentiality of medical records and other individually identifiable health information and shall ensure that its workforce who may come in contact with such data is properly trained in the handling of medical records and other individually identifiable health information under New York State and Federal laws and regulations.

(2) To the extent that Information Assets obtained by Receiving Entity contain data with an OMH classification status of "PHI," and such Information Assets constitute a "limited data set" as defined in 45 C.F.R. Section 164.514(e), by signing this Agreement, Receiving Entity hereby represents that it shall not attempt to identify or contact the individual to whom the limited data set applies.

V. STANDARD OF CARE

V.1. Receiving Entity shall use at least the same degree (but no less than a reasonable degree) of care and protection to prevent the unauthorized use, dissemination, tampering, or copying of any Confidential Information as Receiving Entity uses to protect its own Confidential Information. OMH has Policy and Standards to support the use and disclosure of each of the information classifications. If in doubt regarding the standard of care to be applied, the Receiving Entity can apply these to form the basis of their use and disclosure of OMH information assets.

V.2. Receiving Entity agrees to routine, unannounced inspections by the OMH, through its Information Security Office, to ensure the level of protection is maintained. To the extent practical and possible, such unannounced inspections shall occur during the normal business hours of Receiving Entity.

V.3. In the event of unauthorized access to Confidential Information, the Receiving Entity shall provide any and all assistance required by OMH to prevent further unauthorized access and to cooperate with OMH to secure the Confidential Information and protect OMH's proprietary rights.

VI. REPORTING OF UNAUTHORIZED DISCLOSURES AND OTHER INFORMATION SECURITY BREACHES

Any accidental or deliberate unauthorized disclosure of Confidential Information, information security breach, or suspicion of same, shall be immediately reported by Receiving Entity to the OMH Information Security Officer. The Receiving Entity shall maintain a written record of all such incidents.

VII. RECORD MAINTENANCE AND RETENTION

VII.1. Receiving Entity agrees to keep sufficiently descriptive and accurate records of data disclosures made under this Agreement, which shall identify the parties and the date of the DEA and/or CASA, as applicable, under which the data is disclosed.

VII.2. For each distinct purpose for which Receiving Entity wishes to obtain Confidential Information and/or access OMH Systems, a separate and distinct DEA and/or CASA, as applicable, shall be executed, which shall be made a part of and incorporated within this Agreement. If Receiving Entity wishes to obtain additional data or access to additional OMH Systems for the identical purpose as previously identified as the Purpose and Nature of Work in the original DEA and/or CASA, the original DEA and/or CASA may be amended upon mutual agreement of both parties to this Agreement. Once fully executed, the original copy of this Agreement and a copy of each DEA and/or CASA, or amended DEA and/or CASA, as applicable, shall be furnished to the OMH Information Security Officer for retention.

VIII. OWNERSHIP, INTELLECTUAL PROPERTY AND COPYRIGHT

VIII.1. It is a presumption that OMH retains full copyright and intellectual property rights over all its Information Assets and OMH Systems, wherever they may be stored.

VIII.2. OMH has legal ownership of the contents of all files stored on its OMH Systems as well as all messages transmitted via these systems. OMH reserves the right to access this information without prior notice whenever there is a genuine business need. Any use of OMH Systems requires OMH management approval and is subject to periodic and random monitoring by OMH. In the event of a suspected security breach, or inappropriate use of OMH resources, OMH retains the right to revoke access.

CONFIDENTIALITY AND NON DISCLOSURE AGREEMENT

VIII.3. Nothing contained herein shall limit the right of OMH or Receiving Entity to:

- (1) independently develop, procure, use and/or market similar or competitive products or services; or
- (2) use ideas, concepts or techniques which were previously used, developed, or known by it, provided that such activity does not violate any other legal rights of the other party to this Agreement.

VIII.4. Receiving Entity agrees not to assert any claim of title or ownership to the Confidential Information or any portion thereof. If Confidential Information consists of computer software disclosed in object code form, Receiving Entity shall not, and shall not permit any other party to, reverse engineer, reverse compile, or disassemble such object code, or take any other steps to derive a source code equivalent thereof. No Confidential Information obtained from OMH shall be merged with other files created by, in the possession of, or obtained by Receiving Entity unless Receiving Entity has provided OMH with a detailed written request and has received approval from OMH to do so. No findings, reports or research documents may be published using Confidential Information without the prior written approval of OMH.

IX. DISCLOSURES REQUIRED BY LAW

In the event Receiving Entity becomes legally compelled to disclose any Confidential Information, Receiving Entity shall immediately notify OMH and shall further provide prompt written notice of same in such a manner as to enable OMH to timely seek an appropriate legal remedy. If such remedy is not obtained, or if OMH waives in writing compliance with the provisions of this paragraph, Receiving Entity agrees to furnish only that portion of the information which Receiving Entity is advised by its Counsel, after consultation with OMH Counsel, is legally required and to exercise its best efforts to ensure continued confidential treatment of such information.

X. CONFIDENTIALITY PERIOD

X.1. Receiving Entity's obligations under this Agreement as to any Confidential Information will expire on the earlier of:

- (1) the sixth anniversary of the date of disclosure of such information; or
- (2) the entry by OMH and Receiving Entity into a separate, subsequent agreement that contains confidentiality and non-disclosure provisions which supersede this Agreement as to that Confidential Information.

X.2. The period of confidentiality for data or other material that contains information that directly identifies a consumer of mental health services that are/were provided in the State of New York will remain in perpetuity or until such time as the data is either returned to OMH or destroyed with the prior written approval of OMH and subsequent verification thereof by Receiving Entity.

XI. LIMITATIONS AND WARRANTIES

OMH represents that it has the right to make the disclosures under this Agreement. Otherwise, OMH makes no representations or warranties, express or implied, as to the quality, accuracy and completeness of the information disclosed hereunder. OMH will not be responsible for any loss resulting from any of these Agreements.

XII. DISPOSAL OF CONFIDENTIAL INFORMATION

XII.1. Receiving Entity agrees to destroy or return to OMH all copies of Confidential Information promptly upon the earlier of:

- (1) OMH's request at any time; or
- (2) expiration of the confidentiality period, unless both OMH and Receiving Entity expressly agree otherwise in writing.

XII.2. This disposal of Confidential Information includes the return of all access control hardware, software, authentication devices (including but not limited to tokens, access cards, and biometric devices) to the OMH Information Security Officer immediately upon notification of termination of this Agreement by either OMH or Receiving Entity. Actual destruction of Confidential Information itself may be completed by the Receiving Entity with prior written approval of OMH and written certification of completion by Receiving Entity.

XIII. REMEDIES

Receiving Entity acknowledges and agrees that a breach of this Agreement may cause continuing and irreparable injury to OMH as a direct result of any such violation, for which the remedies at law may be inadequate, and that OMH shall therefore be entitled, in the event of any actual or threatened violation of this Agreement by Receiving Entity, and in addition to any other remedies available to it, to seek a temporary restraining order and injunctive relief against the Receiving Entity or any other party to this Agreement to prevent any violations thereof, and to any other appropriate equitable relief.

XIV. INDEMNIFICATION

Receiving Entity (except New York State agencies) agrees to indemnify and hold harmless the People of the State of New York, its officers and employees, OMH and its officers and employees, against all claims, suits, actions, liabilities, losses, costs, damages or expenses and costs of every description including reasonable attorney's fees and other expenses of litigation arising out of this Agreement, provided, however, that if Receiving Entity is a local government, as defined in Section 41.03 of the New York State Mental Hygiene Law, it shall so indemnify and hold harmless the People of the State of New York, its officers and employees, OMH and its officers and employees as and to the extent permitted by law. OMH agrees to indemnify and hold harmless Receiving Entity only for those actions proximately caused by OMH's own negligence to the extent permitted by law.

XV. MODIFICATIONS TO THIS AGREEMENT

All modifications to this Agreement must be submitted in writing to and approved by OMH. Receiving Entity agrees that this Agreement may be amended from time to time by OMH if and to the extent required by the provisions of 42 U.S.C. §1171 *et seq.* enacted by the Health Insurance Portability and Accountability Act of 1996 and regulations promulgated thereunder, in order to assure that this Agreement is consistent therewith.

XVI. SEVERABILITY

Any provision of this Agreement that a court of competent jurisdiction determines to be unenforceable will be ineffective to the extent of such determination without invalidating the remaining provisions of this Agreement or affecting the validity or enforceability of this Agreement.

XVII. CONTINUING VALIDITY OF TERMS

No failure or delay by OMH in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any right, power, or privilege hereunder.

XVIII. GOVERNING LAW

XVIII.1. This Agreement shall be governed by the laws of the state of New York, including but not limited to New York State Mental Hygiene Law Sections 33.13 and 33.16, without regard to conflicts of laws principles. For the purposes of this Agreement, and with respect to such information that may be made available to or obtained by Receiving Entity under this Agreement and corresponding DEA(s) or CASA(s), Receiving Entity hereby agrees to be bound by the provisions of 42 U.S.C. §1171 *et seq.* enacted by the Health Insurance Portability and Accountability Act of 1996 and regulations promulgated thereunder which require appropriate safeguards be employed to protect the confidentiality of individually identifiable health information. In amplification and not in

CONFIDENTIALITY AND NON DISCLOSURE AGREEMENT

limitation of the provisions of this Agreement, including this paragraph of the Agreement, Receiving Entity further agrees that it will:

- (1) not use or further disclose individually identifiable health information other than is permitted or required by this Agreement;
- (2) not use or further disclose individually identifiable health information in a manner that would violate the requirements of applicable law, if done by OMH;
- (3) report to OMH any use or disclosure of individually identifiable health information not provided for by this Agreement of which Receiving Entity becomes aware;
- (4) ensure that any subcontractors or agents to whom Receiving Entity provides individually identifiable health information received from OMH agree to the same restrictions and conditions that apply to Receiving Entity with respect to such information; and
- (5) upon termination of this Agreement, return or destroy all individually identifiable health information received from OMH that Receiving Entity still maintains in any form and retain no copies of such information.

XVIII.2. Confidential Information disclosed under this Agreement may contain Medicare or Medicaid information. To the extent applicable, Receiving Entity will comply with the requirements of 42 U.S.C. §1395x *et seq.* with regard to this information, to the extent that OMH is required to comply with such requirements.

XIX. SPECIAL PROVISIONS FOR AIDS/HIV RELATED INFORMATION

Confidential Information disclosed under this Agreement may contain AIDS/HIV related information as defined in Section 2780 of the New York Public Health Law. As required by New York Public Health Law Section 2782, Receiving Entity agrees to include the following notice in any contract, agreement, or other document the Receiving Entity enters into that contains individual identifying AIDS/HIV related information obtained from OMH under this Agreement: "This information has been disclosed to you from confidential records which are protected by state law. State law prohibits you from making any further disclosure of this information without the specific written consent of the person to whom it pertains, or as otherwise permitted by law. Any unauthorized further disclosure in violation of state law may result in a fine or jail sentence or both. A general authorization for the release of medical or other information is not sufficient authorization for the release for further disclosure."

XX. EFFECTIVE DATE

Unless otherwise agreed to by the parties and indicated below, the effective date of this Agreement shall be the date upon which OMH signs the Agreement.

XXI. TERMINATION

Without limiting the rights and remedies of OMH set forth elsewhere in this Agreement or available under applicable law, OMH may terminate this Agreement without penalty or recourse to OMH if OMH determines that Receiving Entity has violated a material term of the provisions of this Agreement.

Sullivan County

Legislative Memorandum

File #: ID-4665

Agenda Date: 6/16/2022

Agenda #: 3.

Narrative of Resolution:

To authorize the County Manager to enter into a Contract between Sullivan County Center for Workforce Development and Bold Gold Media Group, to provide educational services for the Summer Youth Employment Program (SYEP).

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

Amount to be authorized by Resolution: \$30,000 (not to exceed)

Are funds already budgeted? Yes

Specify Compliance with Procurement Procedures: Competitive procurement is not required through the State Agency.

WHEREAS, the Center for Workforce Development (CWD) runs the Summer Youth Employment Program under an MOU with the County of Sullivan Department of Family Services (DFS) with funds provided through the New York State Office of Temporary and Disability Assistance (OTDA), and

WHEREAS, under the 22-LCM-08, participants must be engaged in traditional paid employment activities such as career exploration, mentoring, financial literacy, or education. CWD is requesting to enter into a Contract with Bold Gold Media Group, to provide educational services for the SYEP through Digital Graphics, Photography, Video, Audio and Social Media, and

WHEREAS, the contract will coincide with the six-week SYEP schedule from July 11, 2022 through August 19, 2022 in an amount not to exceed \$30,000; and

NOW, THEREFORE, BE IT RESOLVED, that the County Manager is hereby authorized to enter into a contract with Bold Gold Media Group from July 11, 2022 through August 19, 2022, and such contract shall be in the form approved by the County Attorney.

Sullivan County

Legislative Memorandum

File #: ID-4673

Agenda Date: 6/16/2022

Agenda #: 4.

Narrative of Resolution:

Create two (2) County Clerk Worker I Trainee positions in the Sullivan County Clerk's Office

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

Amount to be authorized by Resolution: \$89,000 to be funded from vacancies

Are funds already budgeted? No

Specify Compliance with Procurement Procedures:

**RESOLUTION INTRODUCED BY THE EXECUTIVE COMMITTEE TO CREATE
TWO COUNTY CLERK WORKER I TRAINEE POSITIONS IN THE SULLIVAN
COUNTY CLERK'S OFFICE**

WHEREAS, the Sullivan County Clerk requests the creation of Two (2) County Clerk Worker I Trainee positions in the County Clerk's Office; and

WHEREAS, the trainee level will be used to recruit candidates to the County Clerk's Office; and

WHEREAS, the Trainee appointments, will be used to fill vacant County Clerk Worker I positions upon successful completion of civil service requirements and at which time, the Trainee positions will be abolished.

NOW, THEREFORE, BE IT RESOLVED, that the Sullivan County Legislature hereby approves the Resolution to create Two (2) County Clerk I Trainee positions within the County Clerk's Office; and

BE IT FURTHER RESOLVED, that the Sullivan County Clerk has the authority to immediately fill the County Clerk I Trainee positions in the County Clerk's Office.

Sullivan County

Legislative Memorandum

File #: ID-4684

Agenda Date: 6/16/2022

Agenda #: 5.

Narrative of Resolution:

Adopt the State Environmental Quality Review Short Environmental Assessment Form for Agricultural Districts

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

Amount to be authorized by Resolution: Click or tap here to enter text.

Are funds already budgeted? Choose an item.

Specify Compliance with Procurement Procedures:

RESOLUTION INTRODUCED BY THE EXECUTIVE COMMITTEE TO ADOPT THE STATE ENVIRONMENTAL QUALITY REVIEW SHORT ENVIRONMENTAL ASSESSMENT FORM FOR AGRICULTURAL DISTRICTS

WHEREAS, the Agricultural Districts Law, Article 25-AA of the Agriculture and Markets Law establishes a process by which county legislative bodies may create, review, modify, consolidate, or terminate Agricultural Districts throughout the State, which the Commissioner of the New York State Department of Agriculture and Markets (“AGM”) then certifies, and

WHEREAS, the Department of Environmental Conservation (“DEC”) has determined that the creation, modification, consolidation, termination, and certification of an Agricultural District are all actions subject to review pursuant to the State Environmental Quality Review Act (“SEQRA”), and

WHEREAS, AGM and the Sullivan County Legislature (“Legislature”) wish to cooperate to the fullest extent to reduce duplication of efforts consistent with SEQRA and the Agricultural Districts Law, and

WHEREAS, AGM has recommended that the Legislature adopt the State Environmental Quality Review Short Environmental Assessment Form for Agricultural Districts (“EAF”) attached hereto as Schedule A and made a part hereof, and

WHEREAS, all comments and considerations brought to the attention of the Legislature were considered in determining whether or not the Legislature should adopt the EAF.

NOW, THEREFORE, BE IT RESOLVED, that the Sullivan County Legislature, hereby adopts the EAF, attached hereto as Schedule “A”.



**STATE ENVIRONMENTAL QUALITY REVIEW
SHORT ENVIRONMENTAL ASSESSMENT FORM
FOR AGRICULTURAL DISTRICTS**

UNLISTED ACTIONS ONLY

Please indicate lead agency status by checking the appropriate box below:

☐ The proposed action is within the scope of a cooperative agreement between the undersigned County Legislative Body ("CLB") and the Department of Agriculture and Markets ("Department"), the only other agency required to undertake an action in this case. Therefore, the undersigned CLB will serve as lead agency for the proposed action to ensure compliance with the requirements of the State Environmental Quality Review Act, and is undertaking a coordinated review of the proposed action with the Department pursuant to 6 NYCRR §617.6(b)(3).

☐ The proposed action is not within the scope of a cooperative agreement between an applicable CLB and the Department. The agency that will serve as Lead Agency is the undersigned CLB, and is undertaking a coordinated review of the proposed action with the Department pursuant to 6 NYCRR §617.6(b)(3).

Part 1 – Project and Sponsor Information

1. The proposed action is located in the County of _____ and the Town(s) of _____.
2. The agency responsible for preparing this Short Environmental Assessment Form and determining environmental significance is the CLB of _____ County.
3. The name, address, and e-mail address for the Clerk of the above named CLB is:

_____.
4. Does the proposed action only involve the modification, consolidation or termination of a county-adopted, State-certified agricultural district by the CLB pursuant to Agriculture and Markets Law (AML) §§303-a, 303-b or 303-c? ☐ Yes ☐ No

If Yes, attach a narrative description (including a location map) of the intent of the proposed action and the environmental resources that may be affected in the County. If No, this form should not be used to evaluate the potential environmental impacts of the proposed action.

5. Is this an action proposed to modify an existing agricultural district? ☐ Yes ☐ No

If Yes, total number of acres comprising the agricultural district as it exists prior to modification: _____ acres.

**Short Environmental Assessment Form
New York State Department of Agriculture and Markets**

6. If this proposed action involves a modification, will such modification result in a change in the size of the agricultural district? ☐ Yes ☐ No

- If yes, how many acres are involved in the change? _____ acres
- Does this represent ☐ an increase or ☐ a decrease?

7. Check all present land uses that occur on, adjoining, and near the proposed action?

☐ Residential ☐ Industrial ☐ Commercial ☐ Agriculture ☐ Park/Forest/Open Space ☐ Other

If Other, please describe: _____

8. Information on Coastal Resources. Is the action located within, or have a significant effect on:

- A Coastal Area, or the waterfront area of a Designated Inland Waterway? ☐ Yes ☐ No
- A Coastal Erosion Hazard Area? ☐ Yes ☐ No
- A community with an approved Local Waterfront Revitalization Program? ☐ Yes ☐ No

If Yes, please identify the affected community or communities: _____

9. Information on Local Agricultural and Farmland Protection Plans

- Is the action compatible with the County's Agricultural & Farmland Protection Plan? ☐ Yes ☐ No

If Yes, date of Plan approval: _____

If Yes, please cite the applicable language: _____

10. Comments from Municipalities within the County

- Did the CLB receive any comments from municipalities about the addition or removal of land from the agricultural district? ☐ Yes ☐ No

If Yes, please briefly summarize the comments: _____

11. Attach any additional information as may be needed to clarify the proposed action.

I AFFIRM AND CERTIFY THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE
BEST OF MY KNOWLEDGE

Name of Person

Authorized to Sign: _____ **Date:** _____

Signature: _____ **Title:** _____

**Short Environmental Assessment Form
New York State Department of Agriculture and Markets**

Part 2: Impact Assessment

Part 2 is to be completed by the County Legislative Body ("CLB") as Lead Agency.

Answer all of the following questions in Part 2 using the information contained in Part 1 and other materials submitted to the CLB for the proposed modification, consolidation or termination of a county-adopted, State-certified agricultural district or otherwise available to the reviewer.

In providing responses to each of the questions, the reviewer should keep in mind that the action proposed is the modification, consolidation or termination of an agricultural district(s). The action is not the land use or activity which will, or may, take place in the district(s). For example, it is not appropriate to consider the effects of management actions that may be taken by individual operators in conducting farming. Agricultural farm management practices, including construction, maintenance and repair of farm buildings, and land use changes consistent with generally accepted principles of farming are listed as Type II actions in 6 NYCRR §617.5(c)(3), and these actions have been determined not to have a significant impact on the environment.

	None to small impact may occur	Moderate to large impact may occur
1. Will the proposed action create a material conflict with an adopted land use plan or zoning regulations?	<input type="checkbox"/>	<input type="checkbox"/>
2. Will the proposed action result in a change in the use or intensity of use of land?	<input type="checkbox"/>	<input type="checkbox"/>
3. Will the proposed action impair the character or quality of the existing community?	<input type="checkbox"/>	<input type="checkbox"/>
4. Will the proposed action have an impact on the environmental characteristics that caused the establishment of a Critical Environmental Area (CEA)?	<input type="checkbox"/>	<input type="checkbox"/>
5. Will the proposed action result in an adverse change in the existing level of traffic or affect existing infrastructure for mass transit, biking or walkway?	<input type="checkbox"/>	<input type="checkbox"/>
6. Will the proposed action cause an increase in the use of energy and fail to incorporate reasonably available energy conservation or renewable energy opportunities?	<input type="checkbox"/>	<input type="checkbox"/>
7. Will the proposed action impact existing:		
a. public / private water supplies?	<input type="checkbox"/>	<input type="checkbox"/>
b. public / private wastewater treatment utilities?	<input type="checkbox"/>	<input type="checkbox"/>
8. Will the proposed action impair the character or quality of important historic, archaeological, architectural or aesthetic resources?	<input type="checkbox"/>	<input type="checkbox"/>
9. Will the proposed action result in an adverse change to natural resources (e.g., wetlands, waterbodies, groundwater, air quality, flora and fauna)?	<input type="checkbox"/>	<input type="checkbox"/>
10. Will the proposed action result in an increase in the potential for erosion, flooding or drainage problems?	<input type="checkbox"/>	<input type="checkbox"/>
11. Will the proposed action create a hazard to environmental resources or human health?	<input type="checkbox"/>	<input type="checkbox"/>

Short Environmental Assessment Form
New York State Department of Agriculture and Markets

Part 3: Determination of Significance

For every question in Part 2 that was answered “moderate to large impact may occur,” or if there is a need to explain why a particular element of the proposed action may or will not result in a significant adverse environmental impact, please complete Part 3. Part 3 should, in sufficient detail, identify the impact, including any measures or design elements that have been included by the project sponsor to avoid or reduce impacts. Part 3 should also explain how the lead agency determined that the impact may or will not be significant. Each potential impact should be assessed considering its setting, probability of occurring, duration, irreversibility, geographic scope and magnitude. Also consider the potential for short term, long-term and cumulative impacts.

☐ Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action may result in one or more potentially large or significant adverse impacts and an environmental impact statement is required.

☐ Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action will not result in any significant adverse environmental impacts.

Name of Lead Agency

Date

Print or Type Name of Responsible Officer in Lead Agency

Title of Responsible Officer

Signature of Responsible Officer in Lead Agency

Signature of Preparer (if different from Responsible Officer)

Sullivan County

Legislative Memorandum

File #: ID-4685

Agenda Date: 6/16/2022

Agenda #: 6.

Narrative of Resolution:

Authorize the County to Enter Into a Cooperative Agreement with New York State Department of Agriculture and Markets

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

Amount to be authorized by Resolution: Click or tap here to enter text.

Are funds already budgeted? Choose an item.

Specify Compliance with Procurement Procedures:

RESOLUTION INTRODUCED BY THE EXECUTIVE COMMITTEE TO AUTHORIZE THE COUNTY TO ENTER INTO A COOPERATIVE AGREEMENT WITH NEW YORK STATE DEPARTMENT OF AGRICULTURE AND MARKETS

WHEREAS, the Agricultural Districts Law, Article 25-AA of the Agriculture and Markets Law establishes a process by which county legislative bodies may create, review, modify, consolidate, or terminate Agricultural Districts throughout the State, which the Commissioner of the New York State Department of Agriculture and Markets ("AGM") then certifies, and

WHEREAS, the Department of Environmental Conservation ("DEC") has determined that the creation, modification, consolidation, termination, and certification of an Agricultural District are all actions subject to review pursuant to the State Environmental Quality Review Act ("SEQRA"), and

WHEREAS, the DEC has promulgated regulations pursuant to SEQRA which strongly encourage agencies to enter into cooperative agreements with other agencies regularly involved in carrying out or approving the same actions for the purposes of coordinating their procedure, and

WHEREAS, AGM and the Sullivan County Legislature ("Legislature") wish to cooperate to the fullest extent to reduce duplication of efforts consistent with SEQRA and the Agricultural Districts Law, and

WHEREAS, AGM and the Legislature hereby propose to enter into a cooperative agreement to establish procedures to eliminate the overlap and duplication in comment and review, and to create uniformity in SEQRA processes within the context of Article 25-AA for certain actions related to Agricultural Districts within the County.

NOW, THEREFORE, BE IT RESOLVED, that the Sullivan County Legislature does hereby authorize the County Manager to sign the Cooperative Agreement, attached hereto as Schedule A and made a part hereof, with AGM.

AGREEMENT

THIS AGREEMENT, made this day of June, 2022, by and between the NEW YORK STATE DEPARTMENT OF AGRICULTURE AND MARKETS (hereinafter referred to “AGM”), an agency of the State of New York with offices at 10B Airline Drive, Albany, New York 12235, and the COUNTY OF Sullivan, a municipal corporation with offices at 100 North Street, Monticello, NY 12701 (hereinafter referred to as the “COUNTY”).

WITNESSETH:

WHEREAS, AGM and the COUNTY are agencies as defined in Article 8 of the Environmental Conservation Law (State Environmental Quality Review Act, hereinafter “SEQRA”) and its implementing regulations (Title 6 of the New York Code of Rules and Regulations, Part 617), and which requires agencies to review environmental impact in its related planning and decision-making processes, and

WHEREAS, the Agricultural Districts Law, Article 25-AA of the Agriculture and Markets Law (AML), establishes a process by which county legislative bodies may create, review, modify, consolidate, or terminate Agricultural Districts throughout the State, which the Commissioner of AGM then certifies, and

WHEREAS, the Department of Environmental Conservation (DEC) has determined that the creation, modification, consolidation, termination, and certification of an Agricultural District are all actions subject to review pursuant to SEQRA, and

WHEREAS, AGM and the COUNTY wish to cooperate to the fullest extent to reduce duplication of efforts consistent with SEQRA and the Agricultural Districts Law, and

WHEREAS, the DEC has promulgated regulations pursuant to SEQRA which strongly encourage agencies to enter into cooperative agreements with other agencies regularly involved in carrying out or approving the same actions for the purposes of coordinating their procedure, and

WHEREAS, AGM and the COUNTY hereby propose to enter into such cooperative agreement to establish procedures to eliminate the overlap and duplication in comment and review, and it is in the best interest of AGM and the COUNTY to create uniformity in SEQRA processes within the context of Article 25-AA for certain actions related to Agricultural Districts within the County, and

WHEREAS, it is hereby mutually agreed by and between the parties hereto as follows:

1. TERM OF AGREEMENT: This Agreement shall be effective _____, 2022, for an initial period of eight (8) years, unless otherwise terminated as set forth herein. The term of this Agreement shall be extended automatically for a successive year, for an indefinite period. If either party decides to terminate this Agreement, either party shall send a written notice of termination to the other party at least thirty (30) days before the end of any term. This Agreement shall terminate upon thirty (30) days written notice by either party to the other.
2. PAYMENT: None.
3. SCOPE: The following actions shall be subject to the terms of this Agreement, which are considered Unlisted Actions for purposes of SEQRA. Any action which exceeds a specified Type I threshold shall not be subject to this Agreement. Further, any review of an agricultural district which does not propose to modify the district by adding or removing land, is considered a Type II action and is, therefore, not subject to this Agreement.
 - a. Review of an existing Agricultural District, which includes termination or modification of such district, pursuant to AML section 303-a;
 - b. Inclusion of viable agricultural land to an existing Agricultural District, pursuant to AML section 303-b; and
 - c. Consolidation of existing Agricultural Districts, pursuant to AML section 303-c; and
 - d. Any other actions which may be deemed as an Unlisted action related to the Agricultural Districts Law, and its subsequent amendments.
4. COORDINATED REVIEW: AGM and the COUNTY shall undertake a coordinated review for purposes of conducting SEQRA required environmental review processes.
5. LEAD AGENCY:

The COUNTY, as the agency with principal decision making authority, shall be designated Lead Agency for all actions within the scope of this Agreement. Because the role of

AGM is limited to certifying actions of the COUNTY, AGM shall be designated an involved agency for purposes of compliance with SEQRA.

The COUNTY, as the principal decision maker pursuant to the Agricultural Districts Law, shall have primary authority and responsibility for the preparation of the Short Environmental Assessment Form, as specified in Section 6 herein, and provide support and assistance consistent with the terms of this Agreement, including coordination of the review of the EAF and related environmental analyses by all appropriate State agencies, and applicable parties. As Lead Agency, any determination made by the COUNTY shall become binding on all involved agencies, however, this shall not limit the ability of any interested agency to submit comments and any other relevant information it may deem appropriate.

6. PREPARATION OF THE SHORT ENVIRONMENTAL ASSESSMENT FORM: The COUNTY shall utilize the Short Environmental Form for Agricultural Districts, attached as “Schedule A” hereto. In addition, to assist in the required certification of County action, AGM shall receive from the COUNTY all relevant analyses, forms, documents, comments, findings and other records related to SEQRA related processes prior to the certification process. The COUNTY may elect to use the Agricultural District checklists, in addition to the referenced records, provided in “Schedule B” annexed hereto.
7. PUBLIC HEARING: The COUNTY may elect to hold the required public hearings for purposes of compliance with SEQRA and Agricultural Districts Law concurrently, provided that all statutory obligations and responsibilities are met.
8. NOTICES: Except as otherwise provided in this Agreement, notice required to be given pursuant to this Agreement shall be made in writing and addressed to the following or such other persons as the parties may designate:
 - a. County Legislative Body at 100 North Street, Monticello, NY 12701.
 - b. Department of Agriculture & Markets, Division of Land & Water Resources, 10B Airline Drive, Albany, New York 12235.

9. ENTIRE AGREEMENT: The terms of this Agreement, including any attachments, represent the final intent of the parties. Any modifications, rescission or waiver of the terms of this Agreement must be in writing and executed and acknowledged by the parties with the same formalities accorded in this Agreement.

FOR THE COUNTY OF SULLIVAN

ACCEPTED: By: _____

Title: _____

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

FOR THE NEW YORK STATE DEPARTMENT OF AGRICULTURE AND MARKETS:

By: _____

Title: _____

SCHEDULE A

**STATE ENVIRONMENTAL QUALITY REVIEW
SHORT ENVIRONMENTAL ASSESSMENT FORM
FOR AGRICULTURAL DISTRICTS**

UNLISTED ACTIONS ONLY

Please indicate lead agency status by checking the appropriate box below:

☐ The proposed action is within the scope of a cooperative agreement between the undersigned County Legislative Body ("CLB") and the Department of Agriculture and Markets ("Department"), the only other agency required to undertake an action in this case. Therefore, the undersigned CLB will serve as lead agency for the proposed action to ensure compliance with the requirements of the State Environmental Quality Review Act, and is undertaking a coordinated review of the proposed action with the Department pursuant to 6 NYCRR §617.6(b)(3).

☐ The proposed action is not within the scope of a cooperative agreement between an applicable CLB and the Department. The agency that will serve as Lead Agency is the undersigned CLB, and is undertaking a coordinated review of the proposed action with the Department pursuant to 6 NYCRR §617.6(b)(3).

Part 1 – Project and Sponsor Information

1. The proposed action is located in the County of _____ and the Town(s) of _____.
2. The agency responsible for preparing this Short Environmental Assessment Form and determining environmental significance is the CLB of _____ County.
3. The name, address, and e-mail address for the Clerk of the above named CLB is:

_____.
4. Does the proposed action only involve the modification, consolidation or termination of a county-adopted, State-certified agricultural district by the CLB pursuant to Agriculture and Markets Law (AML) §§303-a, 303-b or 303-c? ☐ Yes ☐ No

If Yes, attach a narrative description (including a location map) of the intent of the proposed action and the environmental resources that may be affected in the County. If No, this form should not be used to evaluate the potential environmental impacts of the proposed action.

5. Is this an action proposed to modify an existing agricultural district? ☐ Yes ☐ No

If Yes, total number of acres comprising the agricultural district as it exists prior to modification: _____ acres.

Short Environmental Assessment Form
New York State Department of Agriculture and Markets

6. If this proposed action involves a modification, will such modification result in a change in the size of the agricultural district? ☐ Yes ☐ No

- If yes, how many acres are involved in the change? _____ acres
- Does this represent ☐ an increase or ☐ a decrease?

7. Check all present land uses that occur on, adjoining, and near the proposed action?

☐ Residential ☐ Industrial ☐ Commercial ☐ Agriculture ☐ Park/Forest/Open Space ☐ Other

If Other, please describe: _____

8. Information on Coastal Resources. Is the action located within, or have a significant effect on:

- A Coastal Area, or the waterfront area of a Designated Inland Waterway? ☐ Yes ☐ No
- A Coastal Erosion Hazard Area? ☐ Yes ☐ No
- A community with an approved Local Waterfront Revitalization Program? ☐ Yes ☐ No

If Yes, please identify the affected community or communities: _____

9. Information on Local Agricultural and Farmland Protection Plans

- Is the action compatible with the County's Agricultural & Farmland Protection Plan? ☐ Yes ☐ No

If Yes, date of Plan approval: _____

If Yes, please cite the applicable language: _____

10. Comments from Municipalities within the County

- Did the CLB receive any comments from municipalities about the addition or removal of land from the agricultural district? ☐ Yes ☐ No

If Yes, please briefly summarize the comments: _____

11. Attach any additional information as may be needed to clarify the proposed action.

I AFFIRM AND CERTIFY THAT THE INFORMATION PROVIDED ABOVE IS TRUE AND ACCURATE TO THE
BEST OF MY KNOWLEDGE

Name of Person

Authorized to Sign: _____ **Date:** _____

Signature: _____ **Title:** _____

**Short Environmental Assessment Form
New York State Department of Agriculture and Markets**

Part 2: Impact Assessment

Part 2 is to be completed by the County Legislative Body ("CLB") as Lead Agency.

Answer all of the following questions in Part 2 using the information contained in Part 1 and other materials submitted to the CLB for the proposed modification, consolidation or termination of a county-adopted, State-certified agricultural district or otherwise available to the reviewer.

In providing responses to each of the questions, the reviewer should keep in mind that the action proposed is the modification, consolidation or termination of an agricultural district(s). The action is not the land use or activity which will, or may, take place in the district(s). For example, it is not appropriate to consider the effects of management actions that may be taken by individual operators in conducting farming. Agricultural farm management practices, including construction, maintenance and repair of farm buildings, and land use changes consistent with generally accepted principles of farming are listed as Type II actions in 6 NYCRR §617.5(c)(3), and these actions have been determined not to have a significant impact on the environment.

	None to small impact may occur	Moderate to large impact may occur
1. Will the proposed action create a material conflict with an adopted land use plan or zoning regulations?	<input type="checkbox"/>	<input type="checkbox"/>
2. Will the proposed action result in a change in the use or intensity of use of land?	<input type="checkbox"/>	<input type="checkbox"/>
3. Will the proposed action impair the character or quality of the existing community?	<input type="checkbox"/>	<input type="checkbox"/>
4. Will the proposed action have an impact on the environmental characteristics that caused the establishment of a Critical Environmental Area (CEA)?	<input type="checkbox"/>	<input type="checkbox"/>
5. Will the proposed action result in an adverse change in the existing level of traffic or affect existing infrastructure for mass transit, biking or walkway?	<input type="checkbox"/>	<input type="checkbox"/>
6. Will the proposed action cause an increase in the use of energy and fail to incorporate reasonably available energy conservation or renewable energy opportunities?	<input type="checkbox"/>	<input type="checkbox"/>
7. Will the proposed action impact existing:		
a. public / private water supplies?	<input type="checkbox"/>	<input type="checkbox"/>
b. public / private wastewater treatment utilities?	<input type="checkbox"/>	<input type="checkbox"/>
8. Will the proposed action impair the character or quality of important historic, archaeological, architectural or aesthetic resources?	<input type="checkbox"/>	<input type="checkbox"/>
9. Will the proposed action result in an adverse change to natural resources (e.g., wetlands, waterbodies, groundwater, air quality, flora and fauna)?	<input type="checkbox"/>	<input type="checkbox"/>
10. Will the proposed action result in an increase in the potential for erosion, flooding or drainage problems?	<input type="checkbox"/>	<input type="checkbox"/>
11. Will the proposed action create a hazard to environmental resources or human health?	<input type="checkbox"/>	<input type="checkbox"/>

Short Environmental Assessment Form
New York State Department of Agriculture and Markets

Part 3: Determination of Significance

For every question in Part 2 that was answered “moderate to large impact may occur,” or if there is a need to explain why a particular element of the proposed action may or will not result in a significant adverse environmental impact, please complete Part 3. Part 3 should, in sufficient detail, identify the impact, including any measures or design elements that have been included by the project sponsor to avoid or reduce impacts. Part 3 should also explain how the lead agency determined that the impact may or will not be significant. Each potential impact should be assessed considering its setting, probability of occurring, duration, irreversibility, geographic scope and magnitude. Also consider the potential for short term, long-term and cumulative impacts.

☐ Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action may result in one or more potentially large or significant adverse impacts and an environmental impact statement is required.

☐ Check this box if you have determined, based on the information and analysis above, and any supporting documentation, that the proposed action will not result in any significant adverse environmental impacts.

Name of Lead Agency

Date

Print or Type Name of Responsible Officer in Lead Agency

Title of Responsible Officer

Signature of Responsible Officer in Lead Agency

Signature of Preparer (if different from Responsible Officer)

SCHEDULE B

COUNTY AG DISTRICT REVIEW CHECKLIST

AML 25AA §303-a/c: 8-Year Review/ Consolidation

District: _____

Modification: Y N

Towns: _____

Consolidation: Y N

Formation Date: _____

Anniversary Date: _____

Next Anniversary: _____

- ☐ 30-Day Review Notice _____
- ☐ Public Hearing Notice *New Anniversary Date _____
- ☐ Summarized Notes of Public Hearing _____
- ☐ AFPB Report _____
- ☐ Master Parcel List organized by Municipality _____
- ☐ SEQRA Env. Assessment Form _____
- ☐ Review Profile (RA-114) _____
- ☐ County Adopting Resolution _____
- ☐ Mapping data sent to Cornell IRIS _____

NYSDAM USE ONLY

- ☐ Coastal Zone Management Zone to DOS _____
- ☐ LWRP Parcels Sent to Town(s) _____
- ☐ Deliverables Deemed Complete _____
- ☐ Packet Sent to ACA _____
- ☐ ACA Determination Received _____
- ☐ Maps Received from I.R.I.S. _____
- ☐ District Review Sent to Division Director _____
- ☐ Certification Letter Sent to Commissioner _____
- ☐ Certification Letter Sent to County _____
- ☐ Field Review Conducted _____

Agricultural Districts Checklist

Agricultural District(s): _____ Commissioners Cert. Date _____

Towns: _____

COUNTY SUBMISSION PACKET AML §303-b Annual Inclusions

- | | |
|--|-------------------------|
| <input type="checkbox"/> 30-Day Review Notice | _____ |
| <input type="checkbox"/> Notice of Public Hearing | _____ |
| <input type="checkbox"/> AFPB Report | _____ |
| <input type="checkbox"/> Approved Map and Parcel Listing | _____ |
| <input type="checkbox"/> County Adopting Resolution | Date: _____ Res.# _____ |
| <input type="checkbox"/> Environmental Assessment Form | _____ |

NYSDAM USE ONLY

- | | |
|---|-------------|
| <input type="checkbox"/> Review Sent to Division Director | Date: _____ |
| <input type="checkbox"/> Certification Letter Sent to Commissioner | Date: _____ |
| <input type="checkbox"/> Certification Letter Sent to County | Date: _____ |
| <input type="checkbox"/> Scan of Letter, Maps and Parcel List to IRIS | Date: _____ |

Sullivan County

Legislative Memorandum

File #: ID-4686

Agenda Date: 6/16/2022

Agenda #: 7.

Narrative of Resolution:

Authorize a Modification Agreement with Kristt Company

- **Amount to be authorized by Resolution:** \$28,050.00 for monthly lease charges plus monthly per-click charges for maintenance (varies)
- **Are funds already budgeted:** Yes
- **Specify Compliance with Procurement Procedures:** Continuation of solution services under existing lease.

RESOLUTION INTRODUCED BY EXECUTIVE COMMITTEE TO AUTHORIZE A MODIFICATION AGREEMENT WITH KRISTT COMPANY

WHEREAS, Resolution #25-22, adopted by the Sullivan County Legislature on January 27, 2022, authorized a modification agreement with Kristt Kelly Office Systems Corporation, D/B/A Kristt Company, 369 Broadway Monticello, NY 12701 to extend the current lease of multifunction devices (MFD's) through June 30, 2022; and

WHEREAS, there is a need to extend the lease through December 31, 2022.

NOW, THEREFORE, BE IT RESOLVED, that the County Manager be and is hereby authorized to enter a modification agreement with Kristt Company to extend the lease of MFD's through December 31, 2022, at a cost that shall not exceed \$4,675.00/month plus all associated monthly copy count charges at a cost of \$0.0049 each for black & white and \$0.04 each for color; and

BE IT FURTHER RESOLVED, that said modification agreement to be in such form as the County Attorney shall approve.

Sullivan County

Legislative Memorandum

File #: ID-4687

Agenda Date: 6/16/2022

Agenda #: 8.

Narrative of Resolution:

Authorize Contract with Netsmart Technologies, Inc.

- **Amount to be authorized by Resolution:** \$8,280.00
- **Are funds already budgeted:** No - budget modification will be needed to cover the 2022 portion of this projected cost for account A-1680-43-4303 - Computer Software Purchase/Lease. Renewal years to be made part of ITS's annual budget process.
- **Specify Compliance with Procurement Procedures:** Long standing vendor solution - additional module quote received and reviewed.

RESOLUTION INTRODUCED BY EXECUTIVE COMMITTEE TO AUTHORIZE CONTRACT WITH NETSMART TECHNOLOGIES, INC. FOR THEIR MOBILE CAREGIVER+ EVV SaaS MODULE

WHEREAS, Sullivan County Public Health Services' Certified Home Health Care Agency is in need of a mobile application for the implementation of Electronic Visit Verification (EVV) to comply with subsection (I) of Section 1903 of the Social Security Act (SSA) (42 U.S.C. 1396b) prior to January 1, 2023.

WHEREAS, Netsmart Technologies, Inc., of 11100 Nall Avenue, Overland Park, KS 66211 ("Netsmart"), can provide the professional Services through Advisor (Configuration between Netsmart, EVV and Advisor); and Mobile Caregiver +EVV SaaS will transmit EVV data to state payers and Managed Care organizations.

NOW THEREFORE IT BE RESOLVED, that the County Manger be authorized to enter into contract with Netsmart for the period of July 1, 2022 through June 31, 2023, at a one-time fixed fee of \$3,000 and Year 1 expenses of \$8,280.00, with an option to renew on an annual basis, for three (3) additional years, under the same terms and conditions; and

BE IT FURTHER RESOLVED, that said contract to be in such form as the County Attorney shall approve.

Sullivan County

Legislative Memorandum

File #: ID-4688

Agenda Date: 6/16/2022

Agenda #: 9.

Narrative of Resolution:

To Authorize Contract with McBee (A division of Netsmart Technologies)

- **Amount to be authorized by Resolution:** \$98,995.00 during first year contract period.
- **Are funds already budgeted:** No - budget modification will be needed to cover the 2022 portion of this projected cost for account # A-4010-33-40-4001 - Contract Agencies
- **Specify Compliance with Procurement Procedures:** Long standing vendor solution - additional module quote received and reviewed.

RESOLUTION INTRODUCED BY EXECUTIVE COMMITTEE TO AUTHORIZE CONTRACT WITH MCBEE (A DIVISION OF NETSMART TECHNOLOGIES, INC.) FOR MEDICAL CODING AND OASIS REVIEW

WHEREAS, Sullivan County Public Health Services' Certified Home Health Care Agency is in need of a reliable firm for Medical Coding, OASIS Review, PDGM, Star, Outcomes and Process and assistance in developing strategic initiatives in future contracts, new service offerings and rate negotiations; and

WHEREAS, McBee, a division of Netsmart Technologies, Inc., of 565 E. Swedesford Road, Suite 100, Wayne, PA 19087, is a nationally recognized firm to provide medical coding and OASIS review services for Sullivan County Public Health Services' Certified Home Health Care Agency and Long Term Home Health Care Program, in order to increase revenue as a result of utilizing certified medical coders and OASIS experts to produce medical coding, correction of OASIS errors to maximize payment and improve Quality of Care Star rating.

NOW, THEREFORE, BE IT RESOLVED, that the County Manager be and is hereby authorized to enter and execute a contract with McBee, at a rate of \$90.00 per Coding, with a full Oasis review, PDGM, Star, Outcomes and Process for the contract period July 1, 2022 through June 30, 2023, with a one-time implementation fee of \$995, with an option to renew on an annual basis, for three (3) additional years, under the same terms and conditions; and

BE IT FURTHER RESOLVED, that said contract to be in such form as the County Attorney shall approve.



Sullivan County

Legislative Memorandum

100 North Street
Monticello, NY 12701

File #: ID-4689

Agenda Date: 6/16/2022

Agenda #: 10.

Narrative of Resolution:

To Amend the Agreement with IESI by allowing an additional \$1 per ton for drop and hook

To authorize the County Manager to execute a modification agreement with IESI to allow \$1 per ton additional so that MBI can drop full trailers and hook on empty trailers at the upstate landfill to avoid waiting in lines. This will increase the daily number of outbound trailers at the Monticello tip floor to keep the floor clean

Does Resolution require expenditure of funds? Yes X No ___ If "Yes, provide the following information:

Amount to be authorized by Resolution: \$35,000

Are funds already budgeted? Yes ___ No X

If "Yes" specify appropriation code(s): CL 8160-40-4013

If "No", specify proposed source of funds: _____ Estimated Cost Breakdown by Source:

County \$ 35,000 Grant(s) \$ _____

State \$ _____ Other \$ _____ Federal Government \$ _____ (Specify)

RESOLUTION INTRODUCED BY EXECUTIVE COMMITTEE TO AMEND THE AGREEMENT WITH IESI BY ALLOWING AN ADDITIONAL \$1 PER TON FOR DROP AND HOOK

WHEREAS, IESI NY Corporation ("IESI"). 1099 Wall Street West, 2nd Floor, Suite 250, Lyndhurst, New Jersey 07071 ("Contractor") was awarded the contract for removal and disposal of MSW and C&D per Resolution No. 548-09, adopted on December 30th, 2009 and as modified by agreement dated July 31st, 2010 and further amended by a Modification Agreement dated January 1st, 2020; and

WHEREAS, a trucker shortage and supply chain delays for truck parts have resulted in a backlog at the Monticello tipping floor that is inconvenient for customers that tip on the floor and puts the County at risk of receiving a violation from the DEC; and

WHEREAS, the original contract didn't take into account the need for drop and hook that will alleviate the current economic conditions that prevent the tipping floor from being clean daily. The total cost of a drop and hook is \$3 per ton and the three parties IESI (Landfill), MBI (Trucking company) and the County each wish to share in the cost to

solve the problem.

NOW, THEREFORE, BE IT RESOLVED, that the Agreement is hereby amended to allow for a cost share in which the County will pay \$1 per ton to add a drop and hook when necessary; and

BE IT FURTHER RESOLVED, that the County Manager is hereby authorized to execute a modification agreement with IESI to add a clause whereas the County will pay \$1 per ton additional when a drop and hook is necessary to keep operations running smoothly, said agreement to be in such form as approved by the County Attorney.

Sullivan County

Legislative Memorandum

File #: ID-4690

Agenda Date: 6/16/2022

Agenda #: 11.

Narrative of Resolution:

Authorize the Application for COSSAP Grant Funding

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

Amount to be authorized by Resolution: Click or tap here to enter text.

Are funds already budgeted? Choose an item.

Specify Compliance with Procurement Procedures:

RESOLUTION INTRODUCED BY THE EXECUTIVE COMMITTEE TO AUTHORIZE THE APPLICATION FOR COSSAP GRANT FUNDING

WHEREAS, Sullivan County's per capita opioid-related overdose death rate is the highest in New York State; and

WHEREAS, in 2021, Hope Not Handcuffs launched efforts in the County of Sullivan to implement criminal diversion and offer no-cost, immediate or near-immediate treatment placement to those who express a need and desire for substance use treatment; and

WHEREAS, the United States Bureau of Justice Assistance Comprehensive Opioid, Stimulant, and Substance Abuse Program ("COSSAP") provides support to states, units of local government, and tribal governments to plan, develop, and implement comprehensive efforts to identify, respond to, treat, and support those impacted by illicit substance use and misuse; and

WHEREAS, the County desires to continue its positive relationship with Hope Not Handcuffs, including by partnering with the program to make application for COSSAP funding to continue its operations in our communities;

NOW, THEREFORE, BE IT RESOLVED, that the Sullivan County Legislature hereby authorizes the County Manager, District Attorney and/or their authorized representative, as required by COSSAP, to execute any and all necessary documents to submit the COSSAP application for funding; and

BE IT FURTHER RESOLVED, that the Sullivan County Legislature hereby authorizes the County Manager, District Attorney and/or their authorized representative, as required by COSSAP, to accept the award, and enter

into an award agreement or contract to administer the funding secured, in such form as the County Attorney shall approve; and

BE IT FURTHER RESOLVED, that should COSSAP funding be terminated, the County shall not be obligated to continue any action undertaken by the use of this funding.



Sullivan County

Legislative Memorandum

100 North Street
Monticello, NY 12701

File #: ID-4691

Agenda Date: 6/16/2022

Agenda #: 12.

Narrative of Resolution:

Provide a School Resource Officer to Eldred School District through August 31, 2022

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

Amount to be authorized by Resolution: Click or tap here to enter text.

Are funds already budgeted? Choose an item.

Specify Compliance with Procurement Procedures:

RESOLUTION INTRODUCED BY EXECUTIVE COMMITTEE TO APPROVE A SCHOOL RESOURCE OFFICER TO ELDRED SCHOOL DISTRICT THROUGH AUGUST 31, 2022

WHEREAS, the Sullivan County Sheriff's Office has provided one or more Deputy Sheriff as School Resource Officers to the Eldred School District; and

WHEREAS, due to the success of the program, the Eldred School District desires to continue to include a School Resource Officer on their campuses for the 2022 Summer Session; and

WHEREAS, Eldred School District will reimburse the County 70 percent of the School Resource Officer's cost.

NOW, THEREFORE, BE IT RESOLVED, that the County Manager is hereby authorized to execute School Resource Officer agreements with Eldred School District to provide a School Resource Officer through August 31, 2022; and

BE IT FURTHER RESOLVED that said agreements shall be in such form as approved by the County Attorney.



Sullivan County

Legislative Memorandum

100 North Street
Monticello, NY 12701

File #: ID-4692

Agenda Date: 6/16/2022

Agenda #: 13.

Narrative of Resolution:

To Authorize School Resource Officer for Sullivan West School District through August 31, 2022

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

Amount to be authorized by Resolution: Click or tap here to enter text.

Are funds already budgeted? Choose an item.

Specify Compliance with Procurement Procedures:

RESOLUTION INTRODUCED BY EXECUTIVE COMMITTEE TO AUTHORIZE SCHOOL RESOURCE OFFICER TO SULLIVAN WEST SCHOOL DISTRICT THROUGH AUGUST 31, 2022.

WHEREAS, the Sullivan County Sheriff's Office has provided one or more Deputy Sheriff as School Resource Officers to the Sullivan West School District; and

WHEREAS, due to the success of the program, the Sullivan West School District desires to continue to include a School Resource Officer on their campuses for the 2022 Summer Session; and

WHEREAS, Sullivan West School District will reimburse the County 70 percent of the School Resource Officer's cost.

NOW, THEREFORE, BE IT RESOLVED, that the County Manager is hereby authorized to execute School Resource Officer agreements with Sullivan West School District to provide a School Resource Officer through August 31, 2022; and

BE IT FURTHER RESOLVED that said agreements shall be in such form as approved by the County Attorney.

Sullivan County

Legislative Memorandum

File #: ID-4693

Agenda Date: 6/16/2022

Agenda #: 14.

Narrative of Resolution:

To Modify Resolution No. 79-22 to include new billing amounts

To Modify Resolution # 79-22

Does Resolution require expenditure of funds? Y/N: Yes

Amount to be authorized by Resolution: \$55,200

Are funds already budgeted? Y/N: Yes (the portion for 2022)

Specify Compliance with Procurement Procedures: Once the contract is signed, PHS will comply with the county procurement policy and procedures regarding the purposes & needs of this contract.

RESOLUTION INTRODUCED BY EXECUTIVE COMMITTEE TO MODIFY RESOLUTION # 79-22

WHEREAS, Resolution # 79-22 authorized the County Manager execute contracts with Oracle Billing, Coding, Consulting, for Medical Coding and Oasis Review Services, from March 1, 2022 through February 28, 2023, with an option to extend on a yearly basis, for four (4) additional years under the same terms and conditions, and

WHEREAS, a modification is needed to include the following services in order to process invoices for services included:

\$20 per preauthorization for insurance

\$35 per regular coding of each case/chart

The above prices are effective from March 1, 2022 through February 28, 2023, with an option to extend on a yearly basis, for four (4) additional years under the same terms and conditions, and billing amounts per service.

WHEREAS, the increase would begin with the billing from March 1, 2022, under the same terms and conditions; and

NOW, THEREFORE, BE IT RESOLVED, that the County Manager be and hereby is authorized to execute contract modification to begin on 3/1/2022, including billing amounts of \$20 for Pre Authorizations and \$35 for Coding, and said modification to be in such form as the County Attorney shall approve.

Sullivan County

Legislative Memorandum

File #: ID-4678

Agenda Date: 6/16/2022

Agenda #: 15.

Narrative of Resolution:

To Adopt the 2022-2027 Opioid Settlement Spending Plan.

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

Amount to be authorized by Resolution: Grant Funding

Are funds already budgeted? Choose an item.

Specify Compliance with Procurement Procedures:

N/A

**RESOLUTION NO. INTRODUCED BY EXECUTIVE COMMITTEE TO ADOPT THE 2022-2027
OPIOID SETTLEMENT SPENDING PLAN**

WHEREAS, the County of Sullivan is a party to litigation seeking to hold opioid supply chain participants accountable for harm done to our community and many others; and

WHEREAS, the Sullivan County Substance Use Task Force aims to abate and alleviate the harmful impacts of opioid supply chain participants with Sullivan County's share of funds allocated through settlements and judgments awarded through said litigation; and

WHEREAS, members of the Substance Use Task Force have collaborated across law enforcement, health and human services, medical provider pillars, and with members of the public to determine the best use of said funds within the terms established through litigation and subject to audit requirements established by the office of the NYS Comptroller, and

WHEREAS, the Sullivan County Legislature has reviewed the proposed Opioid Settlement 5-year spending Plan, described in Schedule "A" annexed hereto, and

WHEREAS, the Sullivan County Substance Use Task Force has a need to begin to allocate funds as soon as they are distributed,

WHEREAS, approximately 86.4% of the initial distribution of funds are to be spent on approved uses which

include the treatment of opioid use disorder (OUD), support for people in treatment and recovery, connecting people to care, addressing the needs of criminal justice-involved persons, addressing the needs of pregnant or parenting women and their families, preventing the over-prescribing and dispensing of opioids, preventing the misuse of opioids, preventing overdose deaths, supporting first responders, and providing coordination, training, research and analysis of all of these efforts;

NOW, THEREFORE, BE IT RESOLVED, that the 2022-2027 Opioid Settlement Budget Plan is hereby approved subject to annual review, with specific spending limits not to exceed the following amounts between July 1, 2022 and July 1, 2023:

Sullivan County Substance Use Task Force Staffing and Training:	\$233,000
Pre-Arrest Diversion:	\$30,000
Prevention and Education:	\$89,800
Transportation Support:	\$87,000
Video Surveillance Assets for use in narcotics investigations:	\$180,000
Harm Reduction Support:	\$6,500
Drug Drop Off Site Expansion:	\$6,000

BE IT FURTHER RESOLVED, that the Sullivan County Legislature, having access to additional funding to support these programs does hereby authorize the following additional expenditures from the general fund for the purposes of combatting substance use in our county:

Illicit Substance Detection Units and associated software:	\$130,000
Software to facilitate collection of evidence from cellular phones in narcotics investigations:	\$52,000
Financial Assistance to Catholic Charities of Orange, Sullivan, and Ulster for the purpose of expanding services at their existing location in Monticello, NY:	\$50,000
Emergency Access to Naloxone in Government Buildings:	\$25,000

BE IT FURTHER RESOLVED, that the Sullivan County Legislature authorizes the Sullivan County Manager to make the necessary budgetary amendments to increase revenue and expense accounts based upon this spending plan, and

BE IT FURTHER RESOLVED, that the Sullivan County Legislature authorizes the Sullivan County Manager to procure the items and services in this spending plan including the authority to enter into the necessary contracts, with such contracts to be in a form as the County Attorney shall approve, and in conjunction with the Substance Abuse Task Force and Human Resources to assign administrative duties and appropriate stipends.



Opioid Settlement Fund 5-Year Spending Plan

Proposed Settlement Programs and Projects	RESTRICTED USE AUTHORITY	ANTICIPATED PAYMENT DATES						
		May 2022 Payment	Sep-22	Sep-23	Sep-24	Sep-25	Sep-26	Sep-27
Settlement Fund Balance to support 2023-2030 expenses	N/A	\$ 302,000.00	\$202,550.63					
Drug Task Force Manpower, Training and Equipment Account	Other (J & K)	\$ 165,000.00		\$ 165,000.00	\$ 165,000.00	\$ 165,000.00	\$ 165,000.00	\$ 165,000.00
Emergency Mental Health Response (911/311/988)	Treatment (C.9-11, D1f)			\$ 180,000.00	\$ 214,550.63			
Expand support for pre-arrest diversion (HMH)	Treatment (D.1.a.)	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00
Domestic Violence/Human Trafficking Victim Support	Treatment (E.6-10)	\$ 36,015.00	\$ 36,015.00	\$ 36,015.00	\$ 36,015.00	\$ 36,015.00	\$ 36,015.00	\$ 36,015.00
K-12 Health Education in School Districts	Prevention (G.8,9,11)	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00	\$ 25,000.00
LCSW/LMSW/CASAC Education Assistance Fund	Treatment (A.9,11)	\$ 68,000.00	\$ 23,000.00	\$ 10,000.00	\$ 30,000.00	\$ 36,000.00	\$ 41,000.00	
Marketing to Support Prevention and Treatment	Prevention (G.1)	\$ 50,000.00	\$ 37,000.00	\$ 10,000.00	\$ 35,000.00	\$ 30,000.00	\$ 25,000.00	
Transportation Support to Treatment Programs	Treatment (B.7)	\$ 42,000.00	\$ 42,000.00	\$ 42,000.00	\$ 42,000.00	\$ 42,000.00	\$ 42,000.00	
Expand Support for HVCS Harm Reduction Programs	Prevention (H.1-12)	\$ 6,500.00	\$ 6,500.00	\$ 6,500.00	\$ 6,500.00	\$ 6,500.00	\$ 6,500.00	
Toxicology testing (CCOSU)	Prevention (H.13)	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00	
Law Enforcement Video Surveillance Assets	UNRESTRICTED USE ONLY	\$ 168,000.00	\$ 12,000.00					
Teen Mental Health First Aid Training	Prevention (G.10)	\$ 52,800.00						
Provide transportation spt for local abstinence program	Treatment (B.7)	\$ 44,885.00						
Community Youth Substance Use Prevention Programs	Prevention (G.12)	\$ 12,000.00						
Expand Community Drop Off Sites to Town Halls	Prevention (G.4)	\$ 6,000.00						
TOTAL DRUG TASK FORCE SETTLEMENT FUND REQUEST		\$ 1,013,200.00		\$ 369,515.00	\$ 509,515.00	\$ 589,065.63	\$ 375,515.00	\$ 375,515.00
FUNDS AVAILABLE (INCLUDES FUND BALANCE TRANSFERS)		\$ 1,013,684.18	\$ 214,550.63	\$ 369,186.74	\$ 510,397.12	\$ 589,461.09	\$ 375,560.75	\$ 375,560.75
2022 Drug Task Force General Fund Request								
Financial Aid for Building Rehab - 17 Hamilton, Monticello	Treatment (B.2, C.8)	\$ 50,000.00						
Provide Nalox-boxes to all government buildings	Prevention (H.1-2)	\$ 25,000.00						
5x TruNarc Detection Units to support narcotics investigations	UNRESTRICTED USE ONLY	\$ 130,000.00						
2x Cellbrite Software Subscriptions to support narcotics investigations	UNRESTRICTED USE ONLY	\$ 52,000.00						
TOTAL REQUEST		\$ 257,000.00						

Key Strategic Factors:

- Two significant late changes in the final settlement agreement with the “Big 3” and J&J spread payments over a 16 year schedule (was originally anticipated to be 5 years); also significantly reduced discretionary authority to support funding for law enforcement activities.
- After an initial unrestricted share of \$168k, most annual unrestricted shares will average around \$70k; this plan proposes front-loading procurement ineligible for restricted use funds in 2022 to preserve eligible projects in future years.
- This plan DOES NOT incorporate significant additional revenue expected when lawsuits against Purdue Pharma and other defendants are settled or decided in court.



Sullivan County

Legislative Memorandum

100 North Street
Monticello, NY 12701

File #: ID-4695

Agenda Date: 6/16/2022

Agenda #: 16.

Narrative of Resolution:

Amend Resolution No. 132 of 2022 Authorizing a contract with Main Street Communications

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

Amount to be authorized by Resolution: Click or tap here to enter text.

Are funds already budgeted? Choose an item.

Specify Compliance with Procurement Procedures:

RESOLUTION INTRODUCED BY EXECUTIVE COMMITTEE TO AMEND RESOLUTION 132 OF 2022 AUTHORIZING A CONTRACT WITH MAIN STREET COMMUNICATIONS

WHEREAS, the Legislature authorized a contract with Main Street Communications for purposes of reviewing census data and to provide up to three options for redistricting, as per RFP #R-22-02, and

WHEREAS, subsequent to contracts being signed and consolation with the Legislature the original scope of work needs to be increased primarily due to the recently enacted New York State law requiring that the maximum difference between the largest and smallest district can be no more than five percent, and

WHEREAS, the Legislature agrees to increase the contract with Main Street Communications from \$25,000 to \$35,000.

NOW THEREFORE BE IT RESOLVED, that the County Manager is hereby authorized to enter into a modified contract for thirty -five thousand dollars (\$35,000), with Main Street Communications, and

BE IT FURTHER RESOLVED, that said contract shall be in a form acceptable to the Sullivan County Attorney.



Sullivan County

Legislative Memorandum

100 North Street
Monticello, NY 12701

File #: ID-4696

Agenda Date: 6/16/2022

Agenda #: 17.

Narrative of Resolution:

Designate the Certifying Officer for the Community Development Block Grant Program (Sullivan County Home Ownership Program)

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

Amount to be authorized by Resolution: Click or tap here to enter text.

Are funds already budgeted? Choose an item.

Specify Compliance with Procurement Procedures:

RESOLUTION INTRODUCED BY THE EXECUTIVE COMMITTEE TO DESIGNATE THE CERTIFYING OFFICER FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

WHEREAS, Resolution No. 391-21 authorized the Division of Planning and Community Development to apply for a 2021 Housing Program Grant through the New York State Community Development Block Grant ("CDBG") Program; and

WHEREAS, the County was awarded \$1,475,000 for the Sullivan County Home Ownership Program to provide assistance for low to moderate income homeowners throughout the County; and

WHEREAS, CDBG awardees must comply with all State, Federal and local environmental and historic regulations and laws by creating an Environmental Review Record for the project; and

WHEREAS, awardees must designate a Certifying Officer and certify to their responsibility for acting as the Responsible Entity for conducting the environmental review.

NOW THEREFORE BE IT RESOLVED, that Jill M. Weyer is hereby designated as the Certifying Officer for the CDBG Program.

Sullivan County

Legislative Memorandum

File #: ID-4697

Agenda Date: 6/16/2022

Agenda #: 18.

Narrative of Resolution:

Designate the Certifying Officer for the Community Development Block Grant Program (Covid 21)

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

Amount to be authorized by Resolution: Click or tap here to enter text.

Are funds already budgeted? Choose an item.

Specify Compliance with Procurement Procedures:

**RESOLUTION INTRODUCED BY THE EXECUTIVE COMMITTEE TO DESIGNATE THE
CERTIFYING OFFICER FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM**

WHEREAS, Resolution No. 453-21 authorized the Division of Planning and Community Development to apply for a 2021 Cares Program Grant through the New York State Community Development Block Grant ("CDBG") Program; and

WHEREAS, the County was awarded \$2,000,000 for the Air Quality Improvement project at the Center for Discovery which will significantly improve the air quality of indoor areas across the agency for the 350 individuals and 1700 staff on their campus; and

WHEREAS, CDBG awardees must comply with all State, Federal and local environmental and historic regulations and laws by creating an Environmental Review Record for the project; and

WHEREAS, awardees must designate a Certifying Officer and certify to their responsibility for acting as the Responsible Entity for conducting the environmental review.

NOW THEREFORE BE IT RESOLVED, that Jill M. Weyer is hereby designated as the Certifying Officer for the CDBG Program.

Sullivan County

Legislative Memorandum

File #: ID-4698

Agenda Date: 6/16/2022

Agenda #: 19.

Narrative of Resolution:

To Authorize Round 2 Contracts for the 2022 Plans and Progress Program

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

Amount to be authorized by Resolution: Click or tap here to enter text.

Are funds already budgeted? Choose an item.

Specify Compliance with Procurement Procedures:

RESOLUTION INTRODUCED BY THE EXECUTIVE COMMITTEE TO AUTHORIZE ROUND 2 CONTRACTS FOR THE 2022 PLANS & PROGRESS PROGRAM

WHEREAS, the Sullivan County Legislature allocated \$100,000 in the FY2022 County budget to reinstate the Plans & Progress program, which provides funding incentives to assist local municipalities, community groups, and not-for-profit organizations throughout Sullivan County with projects related to tourism, community and economic development, image enhancement, trails development, health improvement, agricultural and farmland protection, and other community goals.; and

WHEREAS, the program review committee assessed Round 2 applications received through May 6th and presented their recommendations for Plans and Progress Round 2 program awards to the Sullivan County Legislature,

NOW, THEREFORE, BE IT RESOLVED, that the Sullivan County Legislature approves the project awards listed in the attached schedule, and the disbursement of the associated funds; and

BE IT FURTHER RESOLVED, that the Sullivan County Legislature authorizes the County Manager to enter into contracts with the successful applicants for the projects listed, in conformance with the applicable program guidelines, said contracts to be in a form approved by the County Attorney.

Schedule A: 2022 Round 2 Plans & Progress Program Award Recommendations

Applicant	Municipality	Applicant District	District(s) of Project Impact	Project	Recommended Award Amount
Delaware Valley Opera (DVO)	Town of Cochection	1	1, countywide	Equipment for the new DVO theater in the former Nutshell building in Lake Huntington	\$1,325.00
Town of Lumberland	Town of Lumberland	2	2	Purchase and installation of air purifiers to facilitate public events in Town buildings	\$1,900.00
Theatrical Arts at Forestburgh	Town of Forestburgh	2	2 countywide	Installation of sound equipment in the former St. Thomas Aquinas Church to create performance & rehearsal space	\$9,000.00
Bloomingburg Restoration Foundation	Village of Bloomingburg	4	4	Construction of an outdoor plaza/ performance space at the Reformed Protestant Dutch Church (now used as a community center)	\$5,900.00
Jeffersonville JEMS	Village of Jeffersonville	5	5	Construction of a permanent outdoor stage at Backyard Park	\$9,000.00
Sullivan County Historical Society	Town of Fallsburg	6	6 countywide	Redesign and expansion of the organization's website	\$2,600.00
Sullivan County Chamber of Commerce (sponsor for Hurleyville Hub)	Town of Fallsburg	6	6	Launch of Third Thursday Food Truck Round Up in Hurleyville, with entertainment and public wifi	\$5,000.00
Foundation for Mexican Arts and Culture	Village of Monticello	8	8, countywide	Purchase of equipment and installation of new windows at Assembly, the museum of contemporary Art in Monticello	\$10,000



Sullivan County

Legislative Memorandum

100 North Street
Monticello, NY 12701

File #: ID-4699

Agenda Date: 6/16/2022

Agenda #: 20.

Narrative of Resolution:

Authorize contract with Metropolitan Urban Design Workshop LLC (Mud Workshop)

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

Amount to be authorized by Resolution: Click or tap here to enter text.

Are funds already budgeted? Choose an item.

Specify Compliance with Procurement Procedures:

**RESOLUTION INTRODUCED BY EXECUTIVE COMMITTEE TO
AUTHORIZE THE AWARD AND EXECUTION OF A CONTRACT WITH METROPOLITAN URBAN
DESIGN WORKSHOP LLC (“MUD WORKSHOP”)
FOR PREPARATION OF A COUNTYWIDE RESILIENCY PLAN**

WHEREAS, Sullivan County (“County”) was awarded \$250,000 in funding from the New York State Department of State (DOS) for the preparation of a Countywide Resiliency Plan (“the Plan,” State contract number C1001210); and

WHEREAS, the County has completed a qualifications-based procurement process to seek qualified professionals to develop the Plan through competitive solicitation R-22-09; and

WHEREAS, a committee consisting of County staff from the Divisions of Planning and Public Works, and a leading partner agency, Cornell Cooperative Extension (collectively the “Committee”) reviewed all proposals received in response to the competitive solicitation, and subsequently conducted interviews with two potential project teams; and

WHEREAS, the Committee has determined Metropolitan Urban Design Workshop LLC (“Mud Workshop”), 58 Maspeth Avenue, Suite 4D, Brooklyn NY 11211, to have assembled the most qualified project team for such work and

WHEREAS, Mud Workshop is certified in New York State as a disadvantaged, woman, and minority-owned business, enabling the County to meet established targets for the utilization of such businesses in NYS-funded contracts;

NOW, THEREFORE, BE IT RESOLVED, that the Sullivan County Legislature authorizes the County Manager to sign the necessary agreements, contracts and documentation, in such form as the County Attorney shall approve, to retain the services of MUD Workshop and its team of sub consultants, in an amount not to exceed \$250,000.

Sullivan County

Legislative Memorandum

File #: ID-4700

Agenda Date: 6/16/2022

Agenda #: 21.

Narrative of Resolution:

Authorize Fiscal Sponsorship of a Grant to the Upper Delaware Scenic Byway (UDSB)

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

Amount to be authorized by Resolution: Click or tap here to enter text.

Are funds already budgeted? Choose an item.

Specify Compliance with Procurement Procedures:

**RESOLUTION INTRODUCED BY THE EXECUTIVE COMMITTEE TO
AUTHORIZE FISCAL SPONSORSHIP OF A GRANT TO THE UPPER DELAWARE SCENIC BYWAY (UDSB)
FOR UPDATE OF THE UDSB CORRIDOR MANAGEMENT PLAN**

WHEREAS, the New York State Department of Transportation (NYS DOT) is seeking funding from the National Scenic Byway Program's (NSBP) 2022 grant opportunity for the update of scenic byway Corridor Management Plans, and

WHEREAS, the Corridor Management Plan (CMP) for the Upper Delaware Scenic Byway is more than 20 years old and in need of an update; and

WHEREAS, the Upper Delaware Scenic Byway Committee has unanimously agreed to apply to NYS DOT for inclusion in its application for 2022 NSBP CMP funding; and

WHEREAS, NYS DOT requires the commitment of a municipal sponsor to receive and administer the funding, if awarded, and to be responsible for the program's 20% funding match; and

WHEREAS, the nomination of State Route 97 between the City of Port Jervis in Orange County and the Village of Hancock in Delaware County as the Upper Delaware Scenic Byway ("the Byway") was coordinated by the Sullivan County Division of Planning over the two year period between 2000 and 2002, and

WHEREAS, Sullivan County has maintained a strong commitment to the Byway since it's official designation as a component of the New York State Scenic Byways System on Aug. 6, 2002, providing staff representation on the Byway Committee, annual funding, and other assistance;

NOW, THEREFORE BE IT RESOLVED, the Sullivan County Legislature hereby authorizes the County Manager, Chairman of the County Legislature, and/or their authorized representative (as required by the funding source) to execute any and all necessary documents to support the Upper Delaware Scenic Byway application to NYS DOT for inclusion in the State's application to the 2022 NSBP CMP Update grant opportunity, with a total project cost of \$185,000, of which \$148,000 is the requested federal share, \$12,000 will be provided as a partial cash match by the UDSB, and \$25,000 will be provided as in-kind services from the 9-member UDSB committee and its partner agencies, including Sullivan County; and

BE IT FURTHER RESOLVED, that, should the application be successful, the Sullivan County Legislature hereby authorizes the County Manager, and/ or Chairman of the County Legislature (as required by the funding source) to

accept the award, and enter into an award agreement or contract to administer the funding secured, in such a form as the County Attorney shall approve; and

BE IT FURTHER RESOLVED, that should awarded funding be terminated, the County shall not be obligated to continue any action undertaken or contemplated to be undertaken for the use of this funding.



Sullivan County

Legislative Memorandum

100 North Street
Monticello, NY 12701

File #: ID-4701

Agenda Date: 6/16/2022

Agenda #: 22.

Narrative of Resolution:

Authorize funding for the New York State County Treasurer's and Finance Officers Association Conference to be held in Sullivan County

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

Amount to be authorized by Resolution: Click or tap here to enter text.

Are funds already budgeted? Choose an item.

Specify Compliance with Procurement Procedures:

RESOLUTION INTRODUCED BY EXECUTIVE COMMITTEE TO AUTHORIZE \$3,000 FOR NEW YORK STATE COUNTY TREASURER'S AND FINANCE OFFICERS ASSOCIATION CONFERENCE

WHEREAS, the New Yours State County Treasurers' and Finance Officers Association is holding their Summer Conference in Sullivan County this summer and this will bring in up to 100 professional's from all over New York State; and

WHEREAS, in the spirit of bringing people to Sullivan County for three days of classes and events all over the County, I'm requesting \$3000.00 in funds to be earmarked for this tourism event to pay for the class room expense at Resort Worlds.

NOW, THEREFORE, BE IT RESOLVED, the Sullivan County Legislature hereby agrees to fund \$3000 for the New York State Treasurers' and Finance Officers Association Summer Conference in Sullivan County.



Sullivan County

Legislative Memorandum

100 North Street
Monticello, NY 12701

File #: ID-4667

Agenda Date: 6/16/2022

Agenda #: 23.

Narrative of Resolution:

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

Amount to be authorized by Resolution: Click or tap here to enter text.

Are funds already budgeted? Choose an item.

Specify Compliance with Procurement Procedures:

RESOLUTION INTRODUCED BY THE EXECUTIVE COMMITTEE TO AUTHORIZE THE RENEWAL OF THE RETAINER AGREEMENT WITH BRYAN KAPLAN, ESQ., FOR DEFENSE WORK DONE ON BEHALF OF THE COUNTY

WHEREAS, pursuant to Resolution 193-08 the County entered into a retainer agreement with the Law Firm of Bryan Kaplan, Esq. in order to handle the defense of municipal liability claims, i.e. tort actions, against the County, and

WHEREAS, the retainer agreement has been extended several times and has expired as of March 31, 2022, and

WHEREAS, the County Attorney and the County's Insurance carrier are very satisfied with the defense work provided for the County by Mr. Kaplan, and

WHEREAS, the County Attorney believes that it would be in the best interest of the County to renew the retainer agreement with Mr. Kaplan through March 31, 2024.

NOW THEREFORE BE IT RESOLVED, that the County Manager is authorized to execute a retainer agreement, approved as to form by the County Attorney, for the aforesaid County defense work with Bryan Kaplan, Esq., through March 31, 2024.

