

# ALLEGANY COUNTY BOARD OF LEGISLATORS

COUNTY OFFICE BUILDING \* 7 COURT STREET  
BELMONT, NEW YORK 14813-1083  
TELEPHONE 585-268-9222 \* Fax 585-268-9446

*Curtis W. Crandall*  
*Chairman*

*Brenda Rigby Riehle*  
*Clerk of the Board*

**2016**  
**REGULAR SESSION**  
**Allegany County Legislative Meeting**  
**Monday, November 14, 2016 – 2:00 p.m.**  
**Legislative Chambers – Belmont, New York**

**NOTICE IS HEREBY GIVEN**, that in accordance with the Board Rules of the Allegany County Board of Legislators, the first regular scheduled monthly meeting of the Board will be held on Monday, November 14, 2016, at 2:00 p.m. in the Legislative Chambers, County Office Building, 7 Court Street, Belmont, New York 14813.

## PROPOSED RESOLUTIONS

**BOARD MEETING - November 14, 2016**

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Intro. No. 259-16

**RESOLUTION NO.** \_\_\_\_\_

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County Attorney TM

**ESTABLISHING THIRD ASSISTANT DISTRICT ATTORNEY POSITION AS A FULL-TIME POSITION; RETAINING THE POSITION OF FOURTH ASSISTANT DISTRICT ATTORNEY AS PART-TIME, BUT UNFILLED**

Offered by: Public Safety and Personnel Committees

**RESOLVED:**

1. Effective January 1, 2017, the position of Third Assistant District Attorney shall become a full-time position at an annual salary of eighty-five thousand dollars (\$85,000).
2. The position of Fourth Assistant District Attorney shall remain on the books as "part-time, not authorized to fill."

I, Brenda Rigby Riehle, Clerk of the Board of Legislators of the County of Allegany, State of New York, do hereby certify that the foregoing constitutes a correct copy of the original on file in my office and the whole thereof of a resolution passed by said

Board on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_ Dated at Belmont, New York, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

*Clerk, Board of Legislators, Allegany County*

Moved by \_\_\_\_\_ Seconded by \_\_\_\_\_ VOTE: Ayes \_\_\_\_\_ Noes \_\_\_\_\_ Absent \_\_\_\_\_ Voice \_\_\_\_\_

Intro. No. 260-16

**RESOLUTION NO.** \_\_\_\_\_

Page 1 of 1 pages

County Attorney JM

**RELEVY OF RETURNED SCHOOL TAXES**

Offered by: Ways & Means Committee

Pursuant to Real Property Tax Law § 1330

**RESOLVED:**

1. That the amount of the unpaid returned school taxes of the several school districts of Allegany County with seven per centum of the amount of principal and interest in addition thereto, is relevied upon the real property upon which the same were imposed.
2. This resolution shall take effect on November 1, 2016.

I, Brenda Rigby Riehle, Clerk of the Board of Legislators of the County of Allegany, State of New York, do hereby certify that the foregoing constitutes a correct copy of the original on file in my office and the whole thereof of a resolution passed by said

Board on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_ Dated at Belmont, New York, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

*Clerk, Board of Legislators, Allegany County*

Moved by \_\_\_\_\_ Seconded by \_\_\_\_\_ VOTE: Ayes \_\_\_\_\_ Noes \_\_\_\_\_ Absent \_\_\_\_\_ Voice \_\_\_\_\_

Intro. No. 261-16

**RESOLUTION NO.** \_\_\_\_\_

Page 1 of 1 pages

County Attorney TM

**RELEVY OF RETURNED VILLAGE TAXES**

Offered by: Ways & Means Committee

Pursuant to Local Law No. 4 of 1978 and Real Property  
Tax Law § 1442

**RESOLVED:**

1. That the amount of the unpaid returned village taxes of each village of Allegany County which has complied with the provisions of Local Law No. 4 of 1978, together with seven per centum of the amount of principal and interest, is relieved upon the real property upon which the same were originally imposed by each such respective village.

2. This resolution shall take effect on November 1, 2016.

I, Brenda Rigby Riehle, Clerk of the Board of Legislators of the County of Allegany, State of New York, do hereby certify that the foregoing constitutes a correct copy of the original on file in my office and the whole thereof of a resolution passed by said

Board on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_ Dated at Belmont, New York, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

*Clerk, Board of Legislators, Allegany County*

Moved by \_\_\_\_\_ Seconded by \_\_\_\_\_ VOTE: Ayes \_\_\_\_\_ Noes \_\_\_\_\_ Absent \_\_\_\_\_ Voice \_\_\_\_\_

Intro. No. 262-16

**RESOLUTION NO.** \_\_\_\_\_

Page 1 of 1 pages

County Attorney TM

**A RESOLUTION LEVYING THE AMOUNT OF UNPAID SEWER AND WATER RENTS IN VARIOUS TOWN SEWER AND WATER DISTRICTS AGAINST THE VARIOUS REAL PROPERTIES LIABLE THEREFOR**

Offered by: Ways & Means Committee

Pursuant to Article 14-F of the General Municipal Law and Town Law § 198

**WHEREAS**, the Towns of Belfast, Caneadea, Friendship, Hume, Independence, Scio and Wellsville have submitted to this Board of Legislators statements showing sewer and water rents unpaid by the persons or entities noted therein and the real property to be charged with such unpaid rents, and

**WHEREAS**, pursuant to law this Board is required to levy such sums against the real property liable therefor, now, therefore, be it

**RESOLVED:**

1. That the unpaid sewer and water rents by the persons or entities noted in statements filed with this Board of Legislators by the respective Supervisors of the Towns of Belfast, Caneadea, Friendship, Hume, Independence, Scio and Wellsville between September 16, 2016, and November 1, 2016, are levied against the real property noted in such statements and are to be placed on the tax rolls of such Towns in the manner provided by law.

I, Brenda Rigby Riehle, Clerk of the Board of Legislators of the County of Allegany, State of New York, do hereby certify that the foregoing constitutes a correct copy of the original on file in my office and the whole thereof of a resolution passed by said

Board on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_ Dated at Belmont, New York, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

*Clerk, Board of Legislators, Allegany County*

Moved by \_\_\_\_\_ Seconded by \_\_\_\_\_ VOTE: Ayes \_\_\_\_\_ Noes \_\_\_\_\_ Absent \_\_\_\_\_ Voice \_\_\_\_\_

Intro. No. 263-16

**RESOLUTION NO.** \_\_\_\_\_

Page 1 of 1 pages

County Attorney Jm

**AUTHORIZING THE ACCEPTANCE OF MAINTENANCE JURISDICTION FROM NYSDOT WITH INTENT TO QUIT CLAIM COUNTY INTEREST TO ADJACENT LANDOWNER**

Offered by: Public Works Committee

**RESOLVED:**

1. That the County of Allegany agrees to accept the transfer of maintenance jurisdiction from the New York State Department of Transportation, NYSDOT, for property at and/or near the intersection of NYS Route 305 and North Shore Road (County Road 7) which property is more particularly described in a letter dated December 4, 2007, from James D. Dimassimo of NYSDOT to the County Attorney.

2. That the County of Allegany intends to quit claim its interest in this property to Stewart A. Freeman, an adjoining property owner, upon payment to Allegany County of the sum of \$1,000 with the cost of such transfer, including the preparation of any appraisals or surveys, to be fully borne by the said Stewart A. Freeman.

3. That this resolution reaffirms the decision of this Board as heretofore set forth in Resolution 261-07 which was delayed due to mapping issues.

I, Brenda Rigby Riehle, Clerk of the Board of Legislators of the County of Allegany, State of New York, do hereby certify that the foregoing constitutes a correct copy of the original on file in my office and the whole thereof of a resolution passed by said

Board on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_ Dated at Belmont, New York, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

*Clerk, Board of Legislators, Allegany County*

Moved by \_\_\_\_\_ Seconded by \_\_\_\_\_ VOTE: Ayes \_\_\_\_\_ Noes \_\_\_\_\_ Absent \_\_\_\_\_ Voice \_\_\_\_\_



## Department of Transportation

ANDREW M. CUOMO  
Governor

MATTHEW J. DRISCOLL  
Commissioner

BRIAN KELLY, P.E.  
Regional Director

September 7, 2016

Thomas Miner, Esq.  
Allegany County Attorney  
7 Court Street  
Belmont, NY 14813



RE: Acceptance of Maintenance Jurisdiction  
State Route 305 & County Road 7, Town of Cuba  
Transfer to Stewart Freeman (Surplus Property Case # 06-III-238)

Dear Mr. Miner:

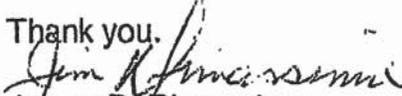
Mr. Freeman has once again asked Region 6 of the New York State Department of Transportation (NYSDOT R-6) to purchase property along the east side of State Route 305 across from County Road 7 in the Town of Cuba (a sketch of the property Mr. Freeman would like to acquire is enclosed). Mr. Freeman's acquisition of this property will require the consent of the county and a resolution from the county legislature. First, some back round information.

Mr. Freeman last made a request to purchase the subject property in 2007. At that time it was determined that the state did not own the subject property, but did have maintenance jurisdiction (MJ) over it. Region 6 then agreed to relinquish the MJ and Allegany County agreed to accept it and sell the subject property to Mr. Freeman by Resolution No. 261-07 dated December 24, 2007 (copy enclosed). Final processing by the NYSDOT Main Office never occurred, however, due to a mapping issue. Needless to say, Mr. Freeman never acquired the subject property.

The mapping issue has now been resolved. Therefore, it would be appreciated if the county would again consider accepting the state's MJ and agree to sell the subject property to Mr. Freeman.

Do not hesitate to contact me you have any questions feel free to contact me by mail, by telephone at (607) 324-8497 or by e-mail at [James.Dimassimo@dot.ny.gov](mailto:James.Dimassimo@dot.ny.gov).

Thank you.

  
James D. Dimassimo  
Region 6 Property Manager  
NYSDOT Hornell  
107 Broadway  
Hornell, NY 14843

cc: Guy James, Public Works Superintendent (with enclosures)  
File

Intro. No. 271 - 07

RESOLUTION NO. 261-07

Page 1 of 1 Pages  
County Attorney 

**TITLE: AUTHORIZING THE ACCEPTANCE OF MAINTENANCE JURISDICTION FROM NYSDOT WITH INTENT TO QUIT CLAIM COUNTY INTEREST TO ADJACENT LANDOWNER**

Offered by: Public Works Committee

**RESOLVED:**

1. That the County of Allegany agrees to accept the transfer of maintenance jurisdiction from the New York State Department of Transportation, NYSDOT, for property at and/or near the intersection of NYS Route 305 and North Shore Road (County Road 7) which property is more particularly described in a letter dated December 4, 2007 from James D. Dimassimo of NYSDOT to the County Attorney.

2. That the County of Allegany intends to quit claim its interest in this property to Stewart A. Freeman, an adjoining property owner, upon a determination pursuant to law that Allegany County has no further use for said property and upon payment to Allegany County of the fair market value of such interest with the cost of such transfer, including the preparation of any appraisals or surveys, to be fully borne by the said Stewart A. Freeman.

I, Brenda Rigby Riehle, Clerk of the Board of Legislators of the County of Allegany, State of New York, do hereby certify that the foregoing constitutes a correct copy of the original on file in my office and the whole thereof of a resolution passed by said

Board on the 24<sup>th</sup> day of December, 20 07.

Brenda Rigby Riehle Dated at Belmont, New York this 26<sup>th</sup> day of Dec., 20 07  
Clerk, Board of Legislators, Allegany County

Moved by Fanton Seconded by McCormick VOTE: Ayes 15 Noes 0 Absent 0 Voice



Intro. No. 264-16

**RESOLUTION NO.** \_\_\_\_\_

Page \_\_\_\_ of \_\_\_\_ pages

County Attorney TM

**APPROVAL OF MEMORANDUM OF AGREEMENT BETWEEN ALLEGANY COUNTY DEPUTY SHERIFFS' ASSOCIATION, COUNCIL 82, LOCAL 3989, AND THE ALLEGANY COUNTY SHERIFF'S OFFICE**

Offered by: Public Safety and Ways & Means Committees

**WHEREAS**, the Allegany County Sheriff's Office has invested numerous resources in the training and retention of full-time Deputy Sheriffs, and

**WHEREAS**, the Allegany County Sheriff's office is desirous of the continued use of the training and experience of retired Deputy Sheriffs, and

**WHEREAS**, upon the retirement of a full-time Deputy Sheriff the Sheriff's Office may in its discretion retain that person as a part-time employee, and

**WHEREAS**, both parties agree that the use of part-time Deputy Sheriffs is allowed under the Collective Bargaining Agreement, now, therefore, be it

**RESOLVED:**

1. That the Memorandum of Agreement between the Allegany County Deputy Sheriffs' Association, Council 82, Local 3989 and the Allegany County Sheriff's Office to allow the use of part-time Deputy Sheriffs, is approved.

2. That the Chairman of this Board and the Allegany County Sheriff are authorized to execute such Agreement.

I, Brenda Rigby Riehle, Clerk of the Board of Legislators of the County of Allegany, State of New York, do hereby certify that the foregoing constitutes a correct copy of the original on file in my office and the whole thereof of a resolution passed by said

Board on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_ Dated at Belmont, New York, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

*Clerk, Board of Legislators, Allegany County*

Moved by \_\_\_\_\_ Seconded by \_\_\_\_\_ VOTE: Ayes \_\_\_\_\_ Noes \_\_\_\_\_ Absent \_\_\_\_\_ Voice \_\_\_\_\_

## MEMORANDUM OF EXPLANATION

Intro. No. \_\_\_\_\_  
(Clerk's Use Only)

**COMMITTEE:** Public Safety / Personnel

**DATE:** August 3, 2016

**RE:** Part Time Deputy Sheriffs

The Sheriff is requesting permission to sign a Memorandum of Agreement (attached) with the Allegany County Deputy Sheriff's Association, Council 82, Local 3989 allowing the retention of retired Deputy Sheriff's as part time Deputy Sheriffs, and the creation of five (5) Part Time Deputy Sheriff Positions.

**FISCAL IMPACT:** This action should result in a savings in the Sheriff's Office Budget.

**For further information regarding this matter, contact:**

Lt. Shawn Grusendorf: (585) 268-9792  
Sheriff Rick Whitney: (585) 268-9797

A handwritten signature in black ink, consisting of a large, stylized loop followed by a vertical line and a horizontal stroke at the bottom.

## MEMORANDUM OF AGREEMENT

The following represents a Memorandum of Agreement between the Allegany County Deputy Sheriffs' Association, Council 82, Local 3989 (the "Union") and the Allegany County Sheriff's Office (the "Sheriff").

Whereas, the Sheriff and the County have invested numerous resources in the training and retention of Full Time Deputy Sheriffs; and

Whereas, upon the retirement of a Full Time Deputy Sheriff the Sheriff may in his discretion retain that person as a part time employee; and

Whereas, the Sheriff is desirous of continued use of the training and experience obtained by the retired Deputy Sheriff; and

Whereas, retired Deputy Sheriffs may wish to continue their law enforcement service in a part-time capacity; and

Whereas, the parties agree that use of Part Time Deputy Sheriffs is allowed under the Collective Bargaining Agreement;

Now therefore, the Union and Sheriff agree to the following:

- 1) That the Sheriff shall be able to retain retired Allegany County Deputy Sheriffs as Part Time Deputy Sheriffs.
- 2) That the retention of retired Deputy Sheriffs as Part Time Deputy Sheriffs shall be at the Sheriff's discretion.
- 3) Part Time Deputy Sheriffs shall retain the ability to enforce the laws of Allegany County, the State of New York, and the United States of America that they had as a Full Time Deputy Sheriff.
- 4) Part Time Deputy Sheriffs shall NOT retain their rank or position in the Chain of Command exceeding that of any other part time employee. For example, a Deputy Sheriff Lieutenant who retires and wishes to stay as a Part Time Deputy Sheriff will not retain his Lieutenant rank.
- 5) The Sheriff agrees that no persons other than retired Allegany County Sheriff's Deputies shall be hired or otherwise occupy a Part Time Deputy Sheriff position.
- 6) Part Time Deputy Sheriffs shall be utilized to supplement the workforce only to the extent permitted in the Collective Bargaining Agreement.

- 7) All call in procedures currently in place regarding Part Time employees shall continue to be followed for Part Time Deputy Sheriffs.
- 8) All Full Time Deputy Sheriff vacancies shall continue to be filled by promotion, as outlined in the Collective Bargaining Agreement.
- 9) This Agreement may be amended or modified only by a written agreement signed by the Parties.
- 10) The Union retains all rights and privileges conveyed to it under the Collective Bargaining Agreement as well as under any and all applicable local, state, and federal laws, including the right to file a contract grievance for alleged violations of the Collective Bargaining Agreement arising from utilization of Part Time Deputy Sheriffs in a manner that exceeds the terms and conditions of this agreement. The Sheriff retains the right to assert that any such utilization does not violate the Collective Bargaining Agreement.

For the Sheriff:

For the Union:

\_\_\_\_\_  
 Ricky L. Whitney,  
 Sheriff

\_\_\_\_\_  
 Craig E. Plaisted,  
 President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

For the County:

\_\_\_\_\_  
 Curtis W. Crandall,  
 Chairman  
 Allegany County Board of Legislators

\_\_\_\_\_  
Date

Intro. No. 265-16

**RESOLUTION NO.** \_\_\_\_\_

Page 1 of 1 pages

County Attorney [Signature]

**CREATION OF FIVE PART-TIME DEPUTY SHERIFFS WITHIN THE SHERIFFS' OFFICE AND ESTABLISHMENT OF RATE OF PAY FOR SUCH POSITIONS**

Offered by: Public Safety and Ways & Means Committees

**RESOLVED:**

1. That five Part-Time Deputy Sheriff positions within the Allegany County Sheriffs' Office are created in accordance with the Memorandum of Agreement between the Allegany County Deputy Sheriffs' Association, Council 82, Local 3989 and the Allegany County Sheriffs' Office.

2. The rate of pay for the five part-time Deputy Sheriff positions shall be established at \$17 per hour.

3. This resolution shall take effect immediately.

I, Brenda Rigby Riehle, Clerk of the Board of Legislators of the County of Allegany, State of New York, do hereby certify that the foregoing constitutes a correct copy of the original on file in my office and the whole thereof of a resolution passed by said

Board on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_ Dated at Belmont, New York, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

*Clerk, Board of Legislators, Allegany County*

Moved by \_\_\_\_\_ Seconded by \_\_\_\_\_ VOTE: Ayes \_\_\_\_\_ Noes \_\_\_\_\_ Absent \_\_\_\_\_ Voice \_\_\_\_\_

## MEMORANDUM OF EXPLANATION

Intro. No. \_\_\_\_\_  
(Clerk's Use Only)

**COMMITTEE:** Public Safety / Personnel

**DATE:** August 3, 2016

**RE:** Part Time Deputy Sheriffs

The Sheriff is requesting a resolution setting the pay rate for Part Time Deputy Sheriffs at \$17.00 per/hour.

**FISCAL IMPACT:** This action should result in a savings in the Sheriff's Office Budget.

**For further information regarding this matter, contact:**

Lt. Shawn Grusendorf: (585) 268-9792  
Sheriff Rick Whitney: (585) 268-9797

A handwritten signature in black ink, appearing to be a stylized 'R' or similar character, located in the lower right quadrant of the page.

Intro. No. 266-16

**RESOLUTION NO.** \_\_\_\_\_

Page 1 of 1 pages

County Attorney VR

**APPROVAL OF AGREEMENT BETWEEN THE COUNTY OF ALLEGANY AND  
THE GREATER ALLEGANY COUNTY CHAMBER OF COMMERCE TO  
ADMINISTER COUNTY TOURISM; AUTHORIZING BOARD CHAIRMAN  
TO EXECUTE SAID AGREEMENT**

Offered by: Planning & Economic Development Committee

**RESOLVED:**

1. That an Agreement between the County of Allegany and the Greater Allegany County Chamber of Commerce to administer tourism as the County Tourism Promotion Agency for an annual fee of \$80,000, commencing January 1, 2017, and ending on December 31, 2017, is approved.
  
2. That the Chairman of this Board is authorized to execute such Agreement.

I, Brenda Rigby Riehle, Clerk of the Board of Legislators of the County of Allegany, State of New York, do hereby certify that the foregoing constitutes a correct copy of the original on file in my office and the whole thereof of a resolution passed by said

Board on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_ Dated at Belmont, New York, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

*Clerk, Board of Legislators, Allegany County*

Moved by \_\_\_\_\_ Seconded by \_\_\_\_\_ VOTE: Ayes \_\_\_\_\_ Noes \_\_\_\_\_ Absent \_\_\_\_\_ Voice \_\_\_\_\_

## MEMORANDUM OF EXPLANATION

INTRODUCTION NO: \_\_\_\_\_

(Clerk's use only)

Committee of Jurisdiction: Planning & Economic Development Date: 10/19/16

A RESOLUTION IS REQUESTED AUTHORIZING THE ALLEGANY COUNTY BOARD OF LEGISLATORS TO APPROVE A CONTRACT BETWEEN ALLEGANY COUNTY AND THE GREATER ALLEGANY COUNTY CHAMBER OF COMMERCE TO PROVIDE TOURISM PROMOTIONAL SERVICES FOR THE ATTACHED CONTRACT.

**BE RESOLVED:**

1. That the Planning and Economic Development Committee of the County Board of Legislators is authorized to enter into a contractual agreement with the Greater Allegany County Chamber of Commerce for an annual amount of \$80,000 for the budget year January 1, 2017 to December 31, 2017.

**FISCAL IMPACT:** Total County Share = \$80,000.

**For further information regarding this matter, contact:**

**H. Kier Dirlam, Director of Planning**

**585-268-7442**

## 2017 Tourism Services Contract

**THIS AGREEMENT**, made the 1<sup>st</sup> day of January, 2017, by and between **ALLEGANY COUNTY**, having offices at County Office Building, 7 Court Street, Belmont, New York 14813, hereinafter referred to as the (County) and **GREATER ALLEGANY COUNTY CHAMBER OF COMMERCE**, with offices at Crosswoods Center, 6087 State Route 19N, Suite 120, Belmont, New York 14813 hereinafter referred to as the (Contractor).

**WHEREAS**, the Contractor wishes to contract for Allegany County Tourism Consulting Services; and

**WHEREAS**, the Contractor desires to provide such services for the compensation and on the terms herein provided

**NOW, THEREFORE**, in consideration of the promises and conditions herein mentioned and for other good and valuable consideration, the receipt of which is hereby acknowledged, it is mutually agreed between the parties as follows:

**FIRST**: During the term of this agreement the Contractor shall furnish tourism consulting services in order to promote and develop tourism in Allegany County as described, but not limited to the following:

- a. To serve as the County's contracted administrator for the County's tourism and promotion.
- b. To act as liaison between the County, its tourist related businesses, NYS Chautauqua/Allegany Region and the NYS Department of Economic Development's "I Love New York" Matching Funds Office.
- c. To develop a cooperative ad program that involves tourism industry participation within the framework of "I Love New York" matching funds regulations as well as a program that utilizes any non-matching funds.
- d. To provide, as requested, an accounting and logistical summary on a semi-annual basis for all "I Love New York" monies, County and State shares, to the Planning and Economic Development Committee.
- e. To coordinate the production of materials that market Allegany County including a website that caters to existing and prospective businesses for targeted industries.
- f. To provide for the timely production of an appropriate supply of brochures, guides and fillers and distribute the same in a timely manner to local and regional locations deemed appropriate and advantageous for the County.
- g. To supply information, promotional articles and photographs for use in the Allegany County tourism brochure series. Additionally, to develop the Allegany County tourism brochure series and related materials through mock-up phase, delivery to printer and inspection of proof copy.
- h. To oversee the operation of the Allegany Visitor Center.
- i. To coordinate the development and maintenance of mutually beneficial relationships with all New York State local, regional and state economic development council and entities engaged in economic development.
- j. To promote the Allegany County tourism industry at out-of-county and out-of-state trade shows and tourism related events, including appearances for the purpose of informing the public of Allegany County's tourism activities.
- k. To attend and participate in seminars and training sessions for those businesses and individuals in the County involved in tourist related areas.
- l. To attend, as requested, Planning and Economic Development meetings and provide quarterly and monthly verbal reports.

**SECOND**: For the services rendered pursuant to Paragraph "FIRST", the County agrees to pay the

Contractor for the services hereunder the sum of \$80,000. Such sum shall be paid as follows:

- a. The sum of \$40,000 upon execution of this Agreement
- b. The sum of \$20,000 on June 1, 2017
- c. The sum of \$20,000 on September 1, 2017

Any and all requests for payments, including any request for partial payment by the Contractor will be completed on properly executed claim forms of the County and will be paid only after approved by the County. In no event shall final payment be made to the Contractor prior to completion of all services, the submission of reports and the approval of same by the County.

Prior to the making of any payments hereunder, the County may, at its option, audit such books and records of the Contractor as are reasonably pertinent to this Agreement to substantiate the basis for payment. The County will not withhold payment pursuant to this paragraph for more than thirty (30) days after payment would otherwise be due pursuant to the provisions of this paragraph "SECOND", but the County shall not be restricted from withholding payment for cause found in the course of such audit or because of failure of the Contractor to cooperate with such audit. The County shall, in addition, have the right to audit such books and records subsequent to payment, if such audit is commenced within one year following termination of this Agreement.

**THIRD:** The term of this Agreement shall be for an initial period of twelve (12) months from the date hereof and shall automatically renew for an additional period of one year unless earlier terminated.

**FOURTH:** The County, upon thirty (30) days' notice to the Contractor, may terminate this Agreement in whole or in part when the County deems it to be in its best interest. In such event, the Contractor shall be compensated and the County shall be liable only for payment for services already rendered under this Agreement prior to the effective date of termination.

The Contractor, upon ninety (30) days' notice to the County, may terminate this Agreement. In such event, the Contractor shall be compensated and the County shall be liable only for payment for services already rendered under this Agreement prior to the effective date of termination.

In the event of a dispute as to the value of the services already rendered by the Contractor prior to the date of termination, it is understood and agreed that the County shall determine the value of such services rendered by the Contractor. Such reasonable and good faith determination shall be accepted by the Contractor as final.

In the event the County determines that there has been a material breach by the Contractor of any of the terms of the Agreement and such breach remains uncured for five (5) days after service on the Contractor of written notice thereof, the County, in addition to any other right or remedy it might have, may terminate this agreement and the County shall have the right, power and authority to complete the services provided for in this Agreement, or contract for their completion, and any additional expense or cost of such completion shall be charged to and paid by the Contractor. Notice hereunder shall be effective on the date of mailing.

**FIFTH:** Any purported delegation of duties or assignment of rights under this Agreement without the prior express written consent of the County is void. The Contractor shall not subcontract any part of the work without the prior written consent of the County. All subcontracts shall provide that subcontractors are subject to all terms and conditions set forth in the contract documents. All work performed by a subcontractor shall be deemed work performed by the Contractor.

**SIXTH:** The Contractor agrees that it has no interest and will not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of the services and duties hereunder. The Contractor further agrees that, in the performance of this Agreement, no person having any such interest shall be employed by it.

The Contractor represents and warrants that it has not employed or retained any person, other than a bona fide full time salaried employee working solely for the Contractor to solicit or secure this Agreement, and that it has not paid or agreed to pay any person (other than payments of fixed salary to a bona fide full time salaried employee working solely for the Contractor) any fee, commission percentage, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, without limiting any other rights or remedies to which the County may be entitled or any civil or criminal penalty to which any violator may be liable, the County shall have the right, in its discretion, to terminate this Agreement without liability, and to deduct the contract price, or otherwise to recover, the full amount of such fee, commission percentage, gift or consideration.

**SEVENTH:** The Contractor shall comply, at its own expense, with the provisions of all applicable state and municipal requirements and with all state and federal laws applicable to the Contractor as an employer of labor or otherwise. The Contractor shall further comply with all rules, regulations and licensing requirements pertaining to its professional status and that of its employees, partners, associates, subcontractors and other employed to render the services hereunder.

**EIGHTH:** It is understood and agreed that the relationship of the Contractor to the County is that of an independent contractor, and said contractor, in accordance with its status as such contractor; covenants and agrees that it will conduct itself consistent with such status, that said Contractor, its employees, agents or servants will not hold themselves out as, nor claim to be, an officer or employee of the County by reason hereof, and that it will not by reason hereof, make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the County, including but not limited to workers, compensation coverage, social security coverage, or retirement benefit or credit.

**NINTH:** The Contractor expressly agrees:

- a. That in the hiring of employees for the performance of work under this Agreement or any subcontract hereunder, no contractor, subcontractor, nor any person acting on behalf of such contractor or subcontractor, shall by reason of race, creed, color, sex, sexual orientation, age, national origin, disability, genetic predisposition or carrier status, discriminate against any citizen of the State of New York who is qualified and available to perform the work to which the employment relates; and
- b. That no contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this Agreement on account of race, creed, color, sex, sexual orientation, age, national origin, disability, genetic predisposition or carrier status; and
- c. That there may be deducted from the amount payable to the contractor by the County under this Agreement a penalty of fifty dollars for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of the Agreement; and
- d. That this Agreement may be canceled or terminated by the County, and all moneys due or to become due hereunder may be forfeited, for a second or any subsequent violation of this section of the Agreement.

**TENTH:** In addition to, and not in limitation of the insurance requirements contained in *Appendix A* entitled "Allegheny County Standard Insurance Requirements", attached hereto and made a part hereof, the Contractor agrees:

- a. That except for the amount, if any, of damage contributed to, caused by or resulting from the negligence of the County, the Contractor shall indemnify and hold harmless the County, its officers, employees and agents from and against any and all liability, damage, claims, demands, costs, judgments, fees, attorneys' fees or loss arising directly or indirectly out of the negligent acts or omissions hereunder by the Contractor or third parties under the direction or control of the Contractor; and
- b. To provide defense for and defend, at its sole expense, any and all claims, demands or causes of action directly or indirectly arising out of the acts or omissions referred to in Paragraph (a) and to bear all other costs and expenses related thereto.

**ELEVENTH:** All notices of any nature referred to in this Agreement shall be in writing and sent by registered or certified mail postage prepaid, to the respective addresses set forth below or to such other addresses as the respective parties hereto may designate in writing:

**To the County:**

Allegheny County Administrator  
County Office Building  
7 Court Street  
Belmont, New York 14813

With a copy to:  
Allegheny County Attorney  
County Office Building  
7 Court Street  
Belmont, New York 14813

**To the Contractor:**

**TWELTH:** This Agreement and its attachments constitute the entire Agreement between the parties with respect to the subject matter hereof and shall supersede all previous negotiations, commitments and writings. If there is any conflict or inconsistency between the terms of this Agreement and the attachments hereto, the provisions contained in the attachments hereto shall control. This Agreement shall not be released, discharged, changed or modified except by an instrument in writing signed by a duly authorized representative of each of the parties.

**THIRTEENTH:** This Agreement shall not be enforceable until signed by all parties and approved by the Office of the County Attorney.

**FOURTEENTH:** This Agreement shall be deemed executory to the extent of funds authorized by the County Legislature or provided to the County by New York State for the objects and purposes hereof. In the event of a substantial or unanticipated reduction in funding, County reserves the right immediately by written

notice to cancel or terminate this Agreement, in whole or in part, with accounts between the parties to be prorated and adjusted as of such termination date.

**FIFTEENTH:** This Agreement shall be construed and enforced in accordance with the laws of the State of New York.

**IN WITNESS WHEREOF,** The County of Allegany and the Contractor have executed this Agreement in triplicate.

**ALLEGANY COUNTY**

By: \_\_\_\_\_

**GREATER ALLEGANY COUNTY CHAMBER OF COMMERCE**

By: \_\_\_\_\_

Intro. No. 267-16

**RESOLUTION NO.** \_\_\_\_\_

Page 1 of 1 pages

County Attorney SM

**APPROVAL OF AGREEMENT BETWEEN COUNTY OF ALLEGANY AND ALLEGANY REHABILITATION ASSOCIATES FOR A FORENSIC CRISIS COUNSELOR**

Offered by: Public Safety Committee

**RESOLVED:**

1. That the Agreement between the County of Allegany and Allegany Rehabilitation Associates (ARA), to provide a Forensic Crisis Counselor within the Allegany County Jail, is approved.
2. That the Allegany County Sheriff is authorized to execute such Agreement.

I, Brenda Rigby Riehle, Clerk of the Board of Legislators of the County of Allegany, State of New York, do hereby certify that the foregoing constitutes a correct copy of the original on file in my office and the whole thereof of a resolution passed by said

Board on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_ Dated at Belmont, New York, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

*Clerk, Board of Legislators, Allegany County*

Moved by \_\_\_\_\_ Seconded by \_\_\_\_\_ VOTE: Ayes \_\_\_\_\_ Noes \_\_\_\_\_ Absent \_\_\_\_\_ Voice \_\_\_\_\_

## **MEMORANDUM OF EXPLANATION**

Intro. No. \_\_\_\_\_  
(Clerk's Use Only)

**COMMITTEE:** Public Safety

**DATE:** October 24, 2016

The Sheriff's Office is requesting permission to enter into a contract with Allegany Rehabilitation Associates (ARA) to provide a Forensic Crisis Counselor within the Jail at a cost of \$76,314.00.

Breakdown:

Base: \$47,400.00

Fringe: \$18,960.00

Administration: \$9,954.00

The Forensic Crisis Counselor provides mental health services, including crisis intervention, counseling and case management to inmates at the Allegany county Jail. The FCC works with probation and with other community service providers to provide appropriate services to individuals incarcerated at the Allegany County Jail.

**FISCAL IMPACT:** None: *This position has been funded in years past and has been included in the 2017 budget.*

**For further information regarding this matter, contact:**

Sheriff Rick Whitney or Jail Administrator Chris Ivers (585) 268-9204

## AGREEMENT

**AGREEMENT** made and entered into this \_\_\_\_ day \_\_\_\_\_, 2016, by and between **ALLEGANY COUNTY**, acting through the Allegany County Sheriff, with offices at 7 Court Street, Belmont, New York 14813, hereinafter referred to as "County", and **ARA-THE COUNSELING CENTER**, having offices at 4220 State Route 417W, Wellsville, New York 14895, hereinafter referred to as "TCC".

**WHEREAS**, the Allegany County Sheriff requires the services of a Forensic Clinical Coordinator to facilitate the provision of mental health services to inmates in the Allegany County jail, and

**WHEREAS**, TCC is ready, willing and able to provide such services.

**NOW, THEREFORE**, in consideration of the mutual covenants herein contained, and subject to the terms of the conditions hereinafter stated, it is hereby understood and agreed by the parties hereto as follows:

1. **TERM:** That the term of this agreement shall be from **January 1, 2017**, through and including **December 31, 2017**.

2. **SERVICES:** That during the term of this contract TCC shall furnish to the County a mutually agreed upon Forensic Clinical Coordinator with qualifications as described at Appendix A who will be responsible for serving the population designated by the sheriff or his representative. The Forensic Clinical Coordinator shall assist in the identification of inmates requiring mental health services and make recommendation concerning such services and follow up on the provision of such services. Except when otherwise approved by the Jail Administrator, all services for inmates shall be provided at the Allegany County Jail.

In cooperation with the Jail Administrator and the Allegany County Probation Department, the Forensic Clinical Coordinator will also provide mental health services to individuals who are on pre-trial and/or probation supervision. The parties agree that they shall meet monthly to review the provision of services hereunder.

The County through the Allegany County Sheriff shall be responsible for:

[a] Providing the Forensic Clinical Coordinator with written procedures concerning the expectations of the job;

[b] Reviewing, by way of the Jail Administrator, documentation as to hours spent in provision of services prior to submission of monthly vouchers; and

[c] Providing training in jail security and protocols to be followed with regard to inmate contact and interaction; and

[d] Providing on-call crisis coverage for the inmate population serviced by the Forensic Clinical Coordinator; and

[e] Providing transportation to the Forensic Clinical Coordinator when necessary to facilitate the provision of services outside the County Jail;

[f] Providing appropriate workspace and clerical support such as computer, telephone, copier, office supplies, etc.; and

[g] Providing assistance to the Forensic Clinical Coordinator through the Allegany County Director of Community Services when the TCC Director or TCC supervisor is otherwise unavailable.

TCC shall be responsible for:

[h] Working with the Jail Administrator to identify documentation that will be maintained by the Forensic Clinical Coordinator for presentation upon referral to other programs under the auspices of TCC or Allegany County PROS

[i] Assuring that the Forensic Clinical Coordinator provides 35 hours of service under this agreement according to a schedule approved by the Jail Administrator; and

[j] Providing and funding all mandatory trainings for ARA-TCC personnel engaged in the provision of mental health services as contemplated under this agreement; and

[k] Providing crisis staff to provide crisis coverage when the assigned Forensic Clinical Coordinator is on vacation, ill or otherwise unavailable. To the extent possible, jail staff shall be provided advance notice of any unavailability in order to have "Hotline" crisis coordination procedures in place; and

[l] Assuring that the Forensic Clinical Coordinator attends all scheduled Adult Single Point of Access (SPOA) meetings and any relevant Children's SPOA meetings to participate in multidisciplinary collaboration of services relative to the client's served by the Forensic Clinical Coordinator.

3. LICENSE: To assist in the delivery of such services TCC shall provide the Sheriff with duly qualified personnel possessing any licenses required by law for the provision of the services contracted for in this agreement.

4. COMPENSATION:

a. In consideration of the services provided by TCC, the County shall pay TCC the amount of \$79,314.00 Such sum shall be paid in twelve equal monthly

installments of \$6,609.50 upon submission by CCEAC of duly executed Allegany County vouchers.

b. If there is a break in service, for whatever reason, Allegany County Sheriff's Office agrees to pay a per diem rate of \$217.30 for every day that the Allegany County Sheriff's Office calls for emergency services until such time as we can reinstate the Forensic Clinical Coordinator or another arrangement can be agreed to.

c. The consideration shall be paid only to the extent of the monies appropriated and available therefore, and no liability on account thereof shall be incurred by the County beyond monies appropriated and available for such purposes.

5. INSURANCE: TCC shall provide a Certificate of Insurance in the form and amounts set forth in the Allegany County Standard Insurance Requirements annexed hereto, evidencing liability coverage for all acts performed by TCC pursuant to this contract and evidencing Worker's Compensation Coverage for any employees of TCC providing services hereunder.

6. WITHHOLDING OF PAYMENTS: The County shall not withhold from the payments provided for in paragraph 4. any sums for state or federal income tax, unemployment insurance, worker's compensation, disability insurance, or social security insurance (FICA). TCC understands, represents and agrees that such insurance's and tax payments are the sole responsibility of TCC. TCC shall indemnify and hold harmless the Allegany County Sherriff's Department and the County of Allegany from all loss or liability incurred by County as a result of the County not making any such withholdings.

7. INDEPENDENT CONTRACTOR: It is intended by both TCC and the County that TCC's status be that of an independent contractor, and that nothing in this contract be construed to create an employer/employee relationship between TCC and the Allegany County Sherriff's Department, the County of Allegany or any department or division thereof. TCC retains control and the right to exercise professional judgment, over the manner and means by which such personnel will provide the designated services hereunder.

8. CHALLENGES TO INDEPENDENT CONTRACTOR STATUS: If the Internal Revenue Service or any other governmental agency questions or challenges TCC's independent contractor status, it is agreed that the County shall have the right to participate in any conference, discussion, or negotiation with TCC and the Internal Revenue Service or other governmental agency, irrespective of with whom or by whom such discussions or negotiations are initiated.

9. POLICIES/ORIENTATION: TCC will continue to abide by its own policies and procedures regarding all employee activities, benefits and entitlements. It shall be the responsibility of the Sheriff to provide orientation to TCC and the assigned Forensic Clinical Coordinator concerning the mission and vision of the Sheriff with regard to provision of services.

10. HOLD HARMLESS: TCC and the County of Allegany, agree to defend each other with competent counsel, indemnify each other and hold each other harmless from and against all claims or suits for bodily or personal injury, or property damage to or loss of property arising out of their respective negligent acts or omissions which occur in the performance of their respective obligations under this agreement.

11. CONTRACT ASSIGNMENT: Neither party may assign this contract, in whole or in part, without the express written permission of the other party.

12. MODIFICATION: This agreement may be modified or amended by mutual consent of the parties. Any such modifications or amendments must be in writing duly executed by all parties and shall be attached and become part of this agreement.

13. TERMINATION OF CONTRACT: This agreement may be terminated by either party upon thirty (30) days written notice to the other party and such termination shall in no way prejudice the payments due TCC for services rendered nor the County's right to services prior to the end of the period of notice.

14. NOTICES: All written notices affecting this agreement, including notices of termination, must be delivered by certified or registered mail to the above stated addresses of the parties. The date of deposit of any notice in a United States Post Office Post Office Box with all postage prepaid shall be deemed the date of delivery thereof.

15. NON-DISCRIMINATION: 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 non-discrimination provisions, TCC 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.

16. CONTRACT INTEREST: No official, or employee of the County of Allegany, who is authorized in such capacity and on behalf of the County, to negotiate, make, accept or approve, or to take part in negotiating, making, accepting or approving this contract, shall become directly or indirectly interested personally in this contract, or in any part thereof. No officer or employee of, or for the County, who is authorized in such capacity, and on behalf of the county, to exercise any supervisory, administrative, or other function in connection with this contract, shall become directly or indirectly interested personally in this contract, or in any part thereof

17. COMPLIANCE WITH LAWS: The parties agree to comply with all applicable New York State and Federal statutes and regulations, including HIPAA. The parties acknowledge that they are familiar with the requirements of all such applicable New York State and Federal statutes, rules and regulations including HIPAA. TCC agrees to execute any and all documents and agreements required by any such State or Federal statutes, rules or regulations.

18. NON-EXCLUSIVITY: It is hereby understood by TCC that the County reserves the right to contract with other parties for the provision of similar services during the term of this contract. The County will advise TCC of any such contracts.

19. INCORPORATION OF APPENDICES: The parties agree that Appendix A, annexed to this agreement is specifically incorporated into this agreement.

20. ENTIRE CONTRACT: It is understood that this contract constitutes the entire agreement between the County and TCC and shall remain in effect until terminated in accordance with the terms hereof, with proper notice being given, or reviewed and amended by mutual consent.

IN WITNESS WHEREOF, the parties have hereto set their hands and seals on the day and year first written.

\_\_\_\_\_  
Allegany County  
Ricky L. Whitney, Sheriff

\_\_\_\_\_  
Michael Damiano,  
Executive Director  
ARA-The Counseling Center

Date \_\_\_\_\_

Date \_\_\_\_\_