1. Jeffrey Luckey, Emergency Management and Fire Director  
   - LEMPG FY 2017 Grant  
   - SHSP 15 Contract #C969150

2. Robert Starks, Probation Director  
   - Probation State Aid Block Grant

3. Rick Whitney, Sheriff  
   - Finger Lakes Region of New York Interoperability Communications Consortium  
   - Corrections Corporal Position

4. Old Business

5. New Business

6. Good of the Order

7. Adjournment
MEMORANDUM OF EXPLANATION
For Authorization to Apply for Grant

INTRODUCTION NO: 
(Clerk's use only)

Committee of Jurisdiction: Public Safety Date: 7/5/2017

Seeking authorization to apply for: Homeland Security and Emergency Services LEMPG FY 2017. It is anticipated this grant will be coming out with a short application period so we are seeking authorization to apply when it is released.

Explanation of grant application: Labor cost for the three employees on a 50/50 split for work on the EOP. Training used to enhance the capabilities of state and local emergency management personnel. Training related cost such as materials, supplies, and equipment will be included. Travel and travel costs for attendance at FEMA or approved training courses and allowable programs. Conducting all hazards emergency management training, attending EMI training and delivering train the trainer courses.

Exercises - funds used to design, develop, conduct and evaluate an Exercise. Includes planning, meeting space and other facilitation costs. Developing and enhancing the Continuity of Operation (COOPP Continuity of Government (COG). Development and enhancement of emergency operations plans in integrate citizen / volunteer and other non-governmental organization resources and participation.

Developing and enhancing logistics and resource management plans. Used to develop and enhance evacuation plans including plans for: alerts/ warning, crisis communications, pre-positioning of equipment for areas potentially impacted by mass evacuations, sheltering and re-entry.

Rent - There will be funds used for rent for the Emergency Services Space. This will help to offset the rent paid for our office.

Allowable equipment through the EMPG program through categories- information, cyber security, interoperable communication, detection equipment, power equipment, CBRNE incident response vehicles, and physical Security Enhancement Equipment. Any remaining grant money will be used to purchase equipment for the Emergency Management Operations.

FISCAL IMPACT:

Total COUNTY SHARE of grant: __$23,500.00____

Local county share: __$23,500.00____

State Grant? yes Revenue: # will be established when awarded $ ________________

This grant is X renewed of existing grant funded program or a new grant fund program.

Grant Fiscal Year: 2017

Obligation of County after grant expires:

Major benefits of applying for this grant are: Supplement the wages and expenses for the Office of Emergency Services, get needed training, and provide the exercises to better the county in dealing with a disaster if and when it arises. The grant will allow for the development and enhancement of logistics and resource management plans.

Department Head Signature: ___________________________
MEMORANDUM OF EXPLANATION
For Reappropriating & Budgeting of GRANTS

INTRODUCTION NO: ______________________ (
Clerk's use only)

Committee of Jurisdiction: Public Safety___________ Date: July 5, 2017___________

Explanation of Grant:
We have been approved to reappropriate money from the SHSP 15 Contract #C969150 Project #SH15-1001-D00 SHSP. There needs to be money put into 2 accounts that we have not had before.

Appropriations ($4,000) from A-3656. 2.07 to
  A3656.402 Mileage   $500.00
  A3656.405 Conference $3,500.00

Total $4,000.00

This is to be transferred from
A-3656-207 Equipment.

Attached is the paperwork from DHSES E-GRANTS to explain. The money is being transferred to cover conferences and trainings given and approved by DHSES.

The original project was not possible to do so that is why the money has been reappropriated. The DHSES recommended going to the Nation Homeland Security Conference to be put through this grant. Also the HSEEP training to be able to do exercises with in the DHSES guidelines that are required for the grants.

Department Head Signature: __________________________ Date: 6-27-17
## Allegany County Office of Emergency Services

### Version 1 - Edit (Click here to add more lines to budget categories)

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MEMORANDUM OF EXPLANATION

COMMITTEE: Public Safety DATE: June 29, 2017

Intro. No. (Clerk’s Use Only)

The NYS Division of Criminal Justice Services notified the Allegany County Probation Department on June 26, 2017 that the County has been awarded a renewal of our Probation State Aid block grant in the following amount:

$151,101.00

The contract period for this award is July 1, 2017 through June 30, 2018.

I request the Committee authorize the acceptance of these funds and approve Chairman Crandall’s signing of the contract.

FISCAL IMPACT:

These funds have already been budgeted.
Appropriations Account No.: A3140.101 (Regular Probation-Personnel)-$151,101.00
Revenue Account No.: A.3140 3310.00-(Probation Block Grant)-$151,101.00

For further information regarding this matter, contact:

Robert P. Starks, Director of Probation
x9375 at work
585-593-6506 at home
June 21, 2017

Mr. Robert Starks
Director
 Allegany County Department of Probation
 7 Court St.
 Belmont, NY 14813

Dear Mr. Starks:

I am pleased to advise you that Allegany County will receive $151,101 under the Probation State Aid Block grant for the State Fiscal Year (SFY) 2017-18. DCJS' Office of Financial Services will initiate payment to your county in four quarterly payments with disbursements planned during the months of July, September, December and March.

All program reports must be submitted consistent with timeframes and content specified by the DCJS Office of Probation and Correctional Alternatives (OPCA). Should you have any questions regarding this Block Grant funding, please contact Holly Stefanick, DCJS Finance Office at (518) 485-0916 or holly.stefaniak@dcjs.ny.gov. For programmatic questions, please contact the DCJS Office of Probation and Correctional Alternatives (OPCA) at (518) 485-7692.

We are pleased to provide funding assistance to your probation department and look forward to working with you in our continued efforts to improve public safety in New York State.

Very truly yours,

Michael C. Green
Executive Deputy Commissioner

cc: Robert M. Maccarone, DCJS
Deputy Commissioner and Director, Office of Probation and Correctional Alternatives

Mary Ann Rossi, DCJS
Director of Financial Services

 Allegany County Probation

RECEIVED
JUN 26 2017
MEMORANDUM OF EXPLANATION

COMMITTEE: Public Safety

DATE: July 5th, 2017

The Allegany County Sheriff’s Office is requesting approval to enter into a Memorandum of Understanding (MOU) between the Counties of Allegany, Genesee, Livingston, Monroe, Ontario, Orleans, Seneca, Steuben, Wayne, Wyoming and Yates. The MOU is intended to encourage the planning, implementation and operation of a high speed digital network to support high speed communications among Public Safety Answering Points (PSAP’s) operated by the members of the Finger Lakes Region of New York Interoperability Communications Consortium (FLRNYICC).

FISCAL IMPACT: None

Refer to: Facilities and Communication

For further information regarding this matter, contact:

Sheriff Rick Whitney (585) 268-9204
Lt. Shawn Grusendorf (585) 268-9792
MEMORANDUM OF UNDERSTANDING
Concerning Cooperative planning, development, and operation of a
dedicated public safety high speed digital network for the Finger Lakes
Region of New York Interoperability Communications Consortium

THIS MEMORANDUM OF UNDERSTANDING (this “MOU”) is by and between
the COUNTIES OF ALLEGANY, GENESSEE, LIVINGSTON, MONROE,
ONTARIO, ORLEANS, SENECA, STEUBEN, WAYNE, WYOMING, and YATES.
The counties are sometimes referenced to in this MOU individually as a “County”
and collectively as the “Counties.”

PURPOSE
This MOU is intended to encourage the planning, implementation, and operation
of a high speed digital network to support high speed communications among
Public Safety Answering Points (“PSAP”) operated by the members of Finger
Lakes Region of New York Interoperability Communications Consortium
(“FLRNYICC”).

FLRNYICC MEMBERS AND BACKGROUND
The FLRNYICC is comprised of the eleven Counties. FLRNYICC exists to foster
coordination and cooperation to improve interoperable emergency
communications among its members and adjacent consortiums and public safety
entities. Each consortium member operates a PSAP responsible for handling
requests for service from the public received through telephone calls to 9-1-1 and
local emergency numbers, text messages, and other means, and then
dispatching the appropriate emergency service first responders on dedicated
public safety radio communication systems.
Rationale for a dedicated public safety high speed digital network for the FLRNYICC

Systems serving PSAPs such as 9-1-1 systems, public safety radio communication systems, Computer Aided Dispatch systems, mapping displays, and a plethora of various records and databases, are increasingly computer based and network capable. 9-1-1 systems are being replaced with Next Generation 9-1-1 systems capable of receiving additional digital communications from the public. As the events of September 11, 2001 precipitated an awareness to ensure interoperable radio communications exist among emergency services on the scene of an event, the FLRNYICC has identified the need to provide interoperable communications among PSAPs and the various computer and public safety radio communication systems they employ. At the same time a digital communication system linking PSAPs must be dedicated to ensure security, dependability, and operational priority. A dedicated public safety high speed digital network would constitute the pipeline or backbone communication link between PSAPs that would enable implementation of regional interoperable communications, coordination of responses, and backup of communications capability such as, but not limited to the following examples:

1. Seamless patching of various disparate radio communication systems operated by each FLRNYICC member. This will allow better coordination of first responders when they are providing service outside of their normal jurisdiction and especially outside their home county or when responding to a large scale emergency event. Such capability will also foster the ability to implement ‘closest car’ protocol among counties wherein the closest law enforcement car is dispatched to an emergency location. Many member Counties have digital radio systems with the ability to patch together disparate radio frequencies or talk groups, but lack a communications backbone infrastructure to link to other members’ frequencies or talk groups.

2. Backup of PSAPs. One of the elements of a Next Generation 9-1-1 system is the ability to forward 9-1-1 calls, including the caller’s number and location information, to another PSAP. A large event can inundate and overwhelm a single PSAP’s call taking capability. In the event of a PSAP evacuation, the
ability to route calls to another PSAP during a relocation of personnel and a backup PSAP activation allows for continuity of operations. In the long term, the ability to route emergency calls to another PSAP could allow Counties to pool resources and reduce the investment in backup PSAPs by capitalizing on existing infrastructure. PSAPs may also assume dispatch responsibilities and thus interface directly with another county’s radio communication system.

3. Access to computer-aided dispatch ("CAD") systems of different members. If emergency requests for service (such as 9-1-1 calls) are routed to a neighboring PSAP, the call taking PSAP needs to access the other county’s CAD to assess the emergency dispatch status related to the caller’s incident and to be able to initiate a CAD record as needed.

4. Access to other database systems and digital data. The ability to search another County’s public safety records, traffic monitoring, and Geographic Information Systems (digital mapping system showing roads and address info and even the location of law enforcement cars) or other information is often critical in coordinating multi-disciplinary, multi-jurisdictional responses or when one county is backing up another county’s PSAP. As Counties transition to next generation 9-1-1 systems and receive additional digital information from the public, the ability to transfer this data to another PSAP during joint emergency responses is essential.

RECITALS

WHEREAS, the Counties operate PSAPs; and

WHEREAS, PSAPs utilize 9-1-1 call taking, CAD, radio communication, record management, and related systems ("Public Safety Communication Systems"); and

WHEREAS, the Counties recognize the need for a dedicated public safety high speed digital network to serve as the pipeline or backbone to support interoperable communications among their PSAP Public Safety Communication Systems; and

4/1/2016
WHEREAS, a high speed digital network connecting PSAPs must be dedicated in order to ensure security and reliability of vital public safety communications; and

WHEREAS, a dedicated public safety high speed digital network may be composed of dedicated fiber optic, microwave, or other system capable of similar or superior speeds, security, and reliability; and

WHEREAS, certain Counties have received grants to implement portions of the construction of the dedicated public safety high speed digital network; and

WHEREAS, the creation of a dedicated public safety high speed digital network will likely take many years to implement and develop, beginning with individual digital connectivity between individual Counties.

NOW, THEREFORE, it is mutually covenanted and agreed by and between the parties hereto as follows:

I. Duties of the Counties

a. The Counties shall encourage and participate in the planning, implementation and operation, including governance, of a dedicated public safety high speed digital network serving the FLRNYICC region of New York State; and

b. To the extent funding is available, the Counties shall consent to the installation of and the furnishing of conventional alternating current ("AC") power to the components of a dedicated public safety high speed digital network into their PSAP. The County operating the PSAP into which components of a dedicated public safety high speed digital network is proposed to be installed shall approve construction, operation, governance, and such other details as they determine necessary prior to the installation of such components. It is anticipated that AC power requirements are to be equal to or similar to what is required to run a conventional fiber optic router or microwave backbone linkage site; and

c. Where high speed digital infrastructure and/or equipment intended to become part of a dedicated public safety high speed digital network is installed to a County’s PSAP, the County where the 4/1/2016
PSAP into which said infrastructure and/or equipment is located shall provide AC power to and operate such equipment so that a 'ping' can be confirmed between the County's PSAP and any other Counties' PSAP provided with similar equipment and connectivity.; and

d. The Counties shall endeavor to identify funds, resources, and grant opportunities to plan, develop, and operate a dedicated public safety high speed digital network to serve the FLRNYICC and construct interfaces among the Counties' Public Safety Communication Systems across the dedicated public safety high speed digital network.

II. Term

a. This MOU is effective upon and between the Counties on the date signed and executed by their duly authorized representative and shall remain in effect until all Counties have withdrawn from this MOU.

b. Each County may withdraw from this MOU with or without cause following thirty (30) days written notice to all of the Counties who have signed and executed this MOU.

III. Insurance and Mutual Indemnification

a. Each County will at its own expense, procure and maintain a policy or policies of insurance during the term of this MOU. The policy or policies of insurance required are standard Worker's Compensation insurance, and disability insurance, if required by law; professional and general liability insurance (including, without limitation, contractual liability) with single limits of liability in the amount of $1,000,000 per occurrence, and $2,000,000 aggregate coverage; automobile liability insurance in the amount of $1,000,000 with a minimum of $1,000,000 each occurrence, bodily injury, and property damage. All policies of insurance shall be issued by companies in good financial standing duly and fully qualified and licensed to do business in New York State. If a third party is
contracted to provide services related to this MOU, that third party shall also maintain the above insurance requirements and name the County it is providing the service to as additional insured.

b. In lieu of the above-described insurance, a County may furnish evidence of self-insurance, or a combination of purchased and self-insurance, adequate to cover the limits described above.

c. Except for the amount, if any, of damage contributed to, caused by or resulting from the negligence of a County, each County agrees to defend, indemnify and save harmless the other County and its officers, agents, servants and employees from and against any and all liability, damages, claims, demands, costs, judgments, fees, attorneys’ fees or loss arising directly or indirectly out of the performance or failure to perform hereunder by a County or third parties under the direction or control of that County. The duty to defend hereunder shall be triggered immediately upon notice to the other County of a County’s receipt of a Notice of Claim, service of process or other demand or claim.

IV. Miscellaneous

a. No Fiscal Obligation. This MOU is not intended to nor shall it create any fiscal obligation on the part of any of the Counties other than, to the extent grant funding is available, the expense related to purchase and provision of AC power to any equipment provided as part of the dedicated public safety high speed digital network located in a County’s PSAP.

b. Non-limitation of County Authority. This MOU is intended to facilitate cooperation amongst the Counties for their mutual benefit and is not intended to deny any County of its ultimate legal authority.

c. Entire MOU. This MOU shall constitute the entire understanding amongst the Counties and shall supersede any previous oral or written understandings. No waiver, modification, or amendments of
this MOU or any part thereof shall be valid unless in writing and approved by each of the Counties.

d. Compliance. The Counties, its officers, employees and agents shall perform under this Agreement in accordance with all applicable federal, state and local laws, rules and regulations, including without limitation any applicable provisions of the Labor Law of the State of New York. All statutory provisions applicable to this Agreement are hereby incorporated by reference.

e. Notice. Any and all notices required hereunder shall be addressed in writing to the signatory signing on behalf of each of the Counties.

f. Independence. The Counties expressly understand and agree that each are in all respects independent and separate municipal corporations. A County's employees, partners, associates, subcontractors, sub-consultants and any others employed or retained by a County are not and shall not hold themselves out nor claim to be an officer or employee of the other Counties, nor make claim to any rights accruing thereto, including but not limited to Workers Compensation, Unemployment Benefits, Social Security or retirement plan membership or credit.

g. Non-discrimination. The Counties agree that in performing under this MOU, each shall not discriminate against any person due to such person's age, marital status, disability, genetic predisposition or carrier status, race, color, creed, sexual orientation, sex or national origin, and that at all times each will abide by the applicable provisions of the Human Rights Law of the State of New York as set forth in Section 290-301 of the Executive Law of the State of New York.

h. Descriptive Headings. The descriptive headings of the various provisions of this MOU are included for convenience only, and they are not intended to affect the meaning or construction of any of the provisions of this MOU.
i. **Nature of this MOU.** The Counties agree that this MOU is not a legally binding instrument on any of the Counties, and as such cannot be enforced in a court of law.

j. **Counterparts.** This MOU may be executed in multiple counterparts, each of which shall be deemed an original and all of which taken together shall constitute a single instrument, and electronic copies of this MOU and the signatures thereon shall have the same force and effect as originals.

IN WITNESS WHEREOF, the Counties hereto have executed this MOU the last day and year written below.

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<td>Mary A. Krause</td>
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<tr>
<td>Date: 4/25/16</td>
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<td>David B. Callard</td>
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4/1/2016
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Date: 10/13/16
Resolution Number: 225-16

County of Steuben
Date: 7/25/16
Resolution Number: 123-16

County of Wayne
Date: 7/16/16
Resolution Number: 17-143

County of Wyoming
Date: 7/14/16
Resolution Number: 135-143

County of Yates
Date: 7/16/16
Resolution Number: 135-143
Request to Fill Position Form

Date: July 5, 2017

Committee of Jurisdiction: Public Safety

Request to Fill: Title of Position(s): Corrections Corporal

Dept.: Sheriff’s Office

Will any positions be eliminated? No

If yes, which position(s): _______________________________

This position(s) is an:

Existing position? X Newly Created Position? ______ Created by Resolution #: ______

This position(s) will be:


This position(s) will be:

Non Union? ______ Union? X covered by the Council 82 Local 3989 bargaining unit.

Grade: ______ Step: 0 Hourly pay rate: $20.5795

Annual salary of position(s): $42,805.36 Cost of benefits for position(s): $19,134.00

Does position support a mandated program/grant? Yes

Name of program: Jail

Source of funding for position(s): 100% County ______% State ______% Federal ______% Other

Source of funding for benefits: 100% County ______% State ______% Federal ______% Other

Amount in current year’s budget for this position(s): $52,423.89

Rationale justifying the need to fill this position(s) at this time. Please include in your rational where applicable:

1. The specific duties that cannot be accomplished by another employee.
   Position needed to fulfill New York State Commission of Correction Minimum Staffing requirement. (To replace a Corrections Corporal who returned to a Corrections Officer title.)

2. The goals your organization will not be able to accomplish as a result of not filling this position.
   Fail to comply with NYSCOC Minimum Standards

3. The funding available to fill the position from external sources.
   None

4. The benefit to the County generated by this specific position.
   Public Safety

Department Head Signature: _____________________________ Date: __________

Approved by the Ways and Means Committee on ______________________

Pursuant to Resolution No. 146-03
Form Amended April 18, 2007