

Intro No. 24
Date 12/19/24
Reviewed by CAS
Co. Attorney
Date 12/3/24

RESOLUTION
BROOME COUNTY LEGISLATURE
BINGHAMTON, NEW YORK

Sponsored by: Health & Human Services and Finance Committees

RESOLUTION AUTHORIZING RENEWAL OF THE AGREEMENT WITH SODEXO OPERATIONS, LLC FOR FOOD SERVICES FOR THE WILLOW POINT REHABILITATION AND NURSING CENTER AND THE OFFICE FOR AGING FOR 2025

WHEREAS, this County Legislature, by Resolution 252 of 2018, as amended by Resolution 488 of 2023, authorized an agreement with Sodexo Operations, LLC for food services for the Willow Point Rehabilitation and Nursing Center and the Office for Aging, for the period January 1, 2024 through December 31, 2024 with the option for four one-year renewals, and

WHEREAS, said services are necessary for the County to appropriately meet dietary requirements on a daily basis, and

WHEREAS, said agreement expires by its terms on December 31, 2024, and it is desired at this time to renew said agreement on substantially similar terms and conditions, for amounts set forth on Exhibit "A" and Exhibit "B" for the period January 1, 2025 through December 31, 2025 now, therefore, be it

RESOLVED, that this County Legislature hereby authorizes the renewal of the agreement with Sodexo Operations, LLC for food services for the Willow Point Rehabilitation and Nursing Center and the Office for Aging for the period January 1, 2025 through December 31, 2025, and be it

FURTHER RESOLVED, that in consideration of said services, the County shall pay the Contractor the rates set forth on Exhibit "A" and Exhibit "B" for the term of the agreement, and be it

FURTHER RESOLVED, that Resolution 252 of 2018 and Resolution 488 of 2023, to the extent consistent herewith, shall remain in full force and effect, and be it

FURTHER RESOLVED, that the payments hereinabove authorized shall be made from budget line 27050104.6004255.2050 (Contracted Services) 34010006.6004255.1011.3410940 (Contracted Services), 34010006.6004255.1011.3410941 (Contracted Services), and be it

FURTHER RESOLVED, that the County Executive or his duly authorized representative is hereby empowered to execute any such agreements, documents, or papers, approved as to form by the Department of Law, as may be necessary to implement the intent and purpose of this Resolution.

Exhibit A

Office for Aging Meal projections 2025

	Per Meal Charge	Projected Meals	Meal Cost
Congregate Hot Meals	\$5.52	70,150	\$387,284
Home Delivered Hot Meals	\$5.52	86,000	\$474,789
Home Delivered Cold Meals	\$5.19	73,000	\$378,958
Bulk Food at Cost			\$29,500
Bulk Paper Products			\$36,400
Totals			<hr/> \$1,306,931

EXHIBIT B

Willow Point
Food Services
12/04/24

Annual Resident Days	83,950	87,840	Actual/ FY 24 January- November Actual December Real Rate	87,600	91,750	Explanations
Categories	Preceding 12 month period	Sodexo Proposed Budget 11/7/17- Food Services	Cost per resident day	Sodexo Proposed Budget 11/7/24/2024 Food Services	Cost per resident day	
Residential with Meals Food Cost						
Cost Per Resident Meal	\$	2.28	\$	2.97	\$	2.50
Annual Resident Meal Cost	\$	609,826	\$	780,948	\$	699,275
Extra Services	\$	30,744	\$	59,250	\$	59,250
Resident Floor Supplies	\$	13,176	\$	36,792	\$	77,653
Resident Nourishment Cost	\$	17,568	\$	34,164	\$	38,122
Resident Thickened Liquid Cost	\$	30,744	\$	11,785	\$	35,589
Resident Supplement Cost	\$	15,000	\$	997,399	\$	15,000
Miscellaneous	\$	708,058	\$	997,399	\$	949,845
Total Resident Food Cost	\$	1,007,438	\$	1,221,512	\$	1,240,206
	\$	1,534,957	\$	1,675,368	\$	1,709,948
Total Food Cost	\$ 867,065	\$ 708,058	\$ 8.05	\$ 997,399	\$ 11.35	\$ 949,845
	\$ 1,007,438	\$ 1,534,957	\$ 12.21	\$ 1,675,368	\$ 19.07	\$ 1,709,948
Total Management Wage Cost	\$ 527,519	\$ 458,456	\$ 5.22	\$ 453,856	\$ 5.17	\$ 469,741
	\$ 1,534,957	\$ 1,534,957	\$ 18.28	\$ 1,675,368	\$ 19.07	\$ 1,709,948
Total Management & Hourly Labor Wage Cost	\$ 1,394,584	\$ 1,166,512	\$ 14.27	\$ 1,529,224	\$ 17.24	\$ 1,670,147
Sodexo Hourly Labor	\$ 15,45	\$ 15,45	\$ 0.18	\$ 15,28	\$ 0.18	\$ 16,20
Average Hourly Rate	49,725	49,725	53,122	53,122	53,104	53,104
Annual Productive Hours	3,978	3,978	25,05	25,05	25,05	25,05
Annual Non-Productive Hours	2,530	2,530	1,91	1,91	1,91	1,91
Productive FTE's	829,711	829,711	90,059	90,059	90,528	90,528
Non-Productive FTE's	326,462	326,462	331,678	331,678	331,678	331,678
Hourly Payroll Cost	1,066,179	1,066,179	12,21	1,221,512	14,27	1,420,206
Payroll Related Taxes and Benefits	18,28	18,28	0.22	18,28	0.22	18,28
Total Sodexo Labor Wage Cost	\$ 1,084,457	\$ 1,084,457	\$ 12.93	\$ 1,239,792	\$ 14.59	\$ 1,438,494
Total Management & Hourly Labor Wage Cost	\$ 1,534,957	\$ 1,534,957	\$ 18.28	\$ 1,675,368	\$ 19.07	\$ 1,709,948
General Expenses	\$ 3,347	\$ 3,347	\$ 0.04	\$ 3,066	\$ 0.04	\$ 2,947
Uniforms	1,720	1,720	2.05	1,720	2.05	1,720
Employee Activities	763	763	0.91	763	0.91	763
Training and Tuition	19,669	19,669	23.44	19,669	23.44	19,669
Office Supplies & Expense	2,119	2,119	2.57	2,119	2.57	2,119
Postage	1,417	1,417	1.71	1,417	1.71	1,417
Laundry/Linen	382	382	0.46	382	0.46	382
Freight/Delivery Charge	17,803	17,803	21.33	17,803	21.33	17,803
Travel & Vehicles	28,987	28,987	35.35	28,987	35.35	28,987
Employee Dues/Subscriptions	3,542	3,542	4.33	3,542	4.33	3,542
Taxes, Licenses, Fees	5,423	5,423	6.63	5,423	6.63	5,423
Payroll Processing Charges	4,796	4,796	5.88	4,796	5.88	4,796
China Glass and Silver	28	28	0.03	28	0.03	28
Small Equipment	410	410	0.50	410	0.50	410
Bank Fees	13,959	13,959	16.94	13,959	16.94	13,959
Safety Audit	19,000	19,000	23.18	19,000	23.18	19,000
Amortization & Depreciation	2,111	2,111	2.57	2,111	2.57	2,111
Sodexo System Support and IT Expense	1,400	1,400	1.71	1,400	1.71	1,400
General Liability	70,492	70,492	86.14	70,492	86.14	70,492
Total General Expenses	\$ 177,002	\$ 177,002	\$ 2.11	\$ 123,128	\$ 1.51	\$ 147,683
	\$ 1,709,948	\$ 1,709,948	\$ 20.39	\$ 1,802,496	\$ 21.80	\$ 1,857,831
Total Management Fee for Services	\$ 28,160	\$ 28,160	\$ 0.34	\$ 28,272	\$ 0.34	\$ 29,005
General Support Services	42,742	42,742	51.68	42,742	51.68	43,509
Total Management Fee for Services	\$ 70,902	\$ 70,902	\$ 0.85	\$ 70,683	\$ 0.85	\$ 72,514
Total Operating Costs	\$ 2,666,231	\$ 2,436,222	\$ 29.11	\$ 2,911,260	\$ 35.14	\$ 3,278,950
Net Department Costs	\$ 2,666,231	\$ 2,436,222	\$ 31.76	\$ 2,911,260	\$ 35.14	\$ 3,278,950

looking to reduce plate cost as we can reevaluate menu to reduce.

Based on 3 meals per day - average meal cost \$7.50 census of 250

Based on current monthly extra services of 1975 * \$2.90 a plate
\$57 per resident day is currently double the Sodexo amount.
\$42 per resident day
\$.90 per resident day.

General/special function costs

all salaries adjust 3.5% due to annual increases

increased minimum wages to 15.50 pushing average hourly rate up
Looking to reduce hours to be more productive and reduce cost.

All items based on current spend and trends.

Have not been billed for external audit this year.

DRIVE, Kramps, Dittrek, Market Connection, UPS, Spalexother, E-Vison

This is the 3% increases

25 General Support Services Expenses. An allowance for Sodexo overhead for the supervision of and technical support for Sodexo employees by residents not assigned to internal audit programs.

Intro No. 33 A
Date 12/19/24
Reviewed by CDS
Co. Attorney
Date 11/26/24

RESOLUTION
BROOME COUNTY LEGISLATURE
BINGHAMTON, NEW YORK

Sponsored by: Personnel, Public Safety & Emergency Services and Finance Committees

RESOLUTION AUTHORIZING A LABOR AGREEMENT WITH AFSCME LOCAL 2012, Sheriffs Corrections Employees COUNCIL 82, AFL-CIO, FOR 2025-2028

WHEREAS, the County of Broome, under the provisions of the Civil Service Law (Taylor Law), has heretofore recognized AFSCME Local 2012, Sheriffs Corrections Employees Council 82, AFL-CIO, as an employee organization for those certain Broome County employees represented by said Union, and

WHEREAS, this County Legislature, by Resolution 536 of 2019, authorized a written agreement with the AFSCME Local 2012, Sheriffs Corrections Employees Council 82, AFL-CIO, setting forth the terms and conditions of employment for those employees represented by said Union for the period January 1, 2020 through December 31, 2024, and

WHEREAS, a tentative agreement has been reached with AFSCME Local 2012, Sheriffs Corrections Employees Council 82, AFL-CIO, for the period January 1, 2025 through December 31, 2028, and

WHEREAS, it is desired at this time to renew said labor agreement on the terms and conditions set forth in the Memorandum of Agreement, now, therefore, be it

RESOLVED, that this County Legislature hereby authorizes an agreement with AFSCME Local 2012, Sheriffs Corrections Employees Council 82, AFL-CIO, setting forth the terms and conditions of employment for those employees represented by said Union for the period January 1, 2025 through December 31, 2028, and be it

FURTHER RESOLVED, that said agreement shall be upon substantially similar terms and conditions as the previous written labor agreement with the exception of those changes listed on Exhibit "A" attached hereto, and be it

FURTHER RESOLVED, that the County Executive or his duly authorized representative is hereby authorized to execute any such agreements, documents, or papers, approved as to form by the Department of Law, as may be necessary to implement the intent and purpose of this Resolution.

EXHIBIT A

MEMORANDUM OF AGREEMENT

By and Between the

*County of Broome, Broome County Sheriff
(hereinafter referred to as the "County")*

and the

*Broome County Sheriff's Corrections Employees
Local 2012, Council 82
AFSCME, AFL-CIO
(hereinafter referred to as the "Union")*

WHEREAS, the County and the Union are parties to a Collective Bargaining Agreement for a term which expires on December 31, 2024; and

WHEREAS, the County and the Union have been engaged in collective bargaining, which has led to a mutual understanding between the County and the Union for the terms and conditions of employment for a Successor Agreement; and

WHEREAS, the County and the Union are desirous of reducing that mutual understanding to a written document.

NOW, THEREFORE, the County and the Union agree to amend the Collective Bargaining Agreement as follows:

1. All terms and conditions of the existing Collective Bargaining Agreement shall continue in full force and effect unless specifically modified by this Memorandum of Agreement and/or the terms of the expiring Agreement.
2. This Memorandum of Agreement is subject to ratification by the membership of the Union and by the County Legislature.
3. All of the hereinafter proposed changes shall become effective at the beginning of the new contract period which shall be January 1, 2025 – December 31, 2028.

4. The County and the Union agree to remove all obsolete language from the current Agreement. The County will provide the Union with a Microsoft word document with obsolete language stricken out for the Union's review and approval.

5. **Article 13, Salaries, Wages and Other Emoluments, Section 13.3.1**, shall be amended by adding the following:

Effective with the payroll period including January 1, 2025, all new hires will be paid via direct deposit only. Effective with the payroll period including January 1, 2026, all current employees will be paid via direct deposit only.

6. **Article 22, Sick Leave**, replace Sections 22.1 – 22.2 with Sections 22.1 – 22.2 in the Law Enforcement Collective Bargaining Agreement and keep and amend 22.1.7, subsection e as follows:

- e. An employee who uses in excess of 10 sick days will be referred to the Sheriff for formal disciplinary action in accordance with Article 8.

In addition, Section 22.1.7, subsection f, will remain in the Agreement.

7. **Article 13, Salaries, Wages and Other Emoluments, Section 13.1.1**, shall be amended to read as follows:

13.1.1 Employees shall be compensated in accordance with the salary schedule in Appendix B attached to this Agreement.

The new Appendix B is attached to this Memorandum of Agreement.

8. **Article 10, Work Force Changes, Section 10.1.6** shall be amended to read as follows:

10.1.6 The assignment of the Field Intelligence Officer, Training Sergeant, Administrative Sergeant, Programs Sergeant, I.D. Officer, Canine Investigator, Classification/Grievance Sergeant, Investigator (full-time), Investigation/Intelligence Lieutenant and the SRG Investigator shall be at the complete discretion of the Sheriff.

In addition to the above titles, when a vacancy occurs in the position of Programs/Compliance Lieutenant and Grievance Officer, appointment to these positions can be made by the incumbent Sheriff (October 2024) throughout his tenure as Sheriff, the Sheriff's decision shall be non-arbitrable. When the incumbent Sheriff is no longer the Sheriff, assignment to these two positions will be based upon seniority unless there is an agreement between the Union and the successor Sheriff to continue to allow appointments to these two positions to be done at the discretion of the Sheriff.

9. **Article 10, Work Force Changes, Section 10.1.7** shall be amended by adding the following sentence:

As it relates to the Grievance Officer, this section is amended in accordance with Section 10.1.6 above for the duration of the incumbent Sheriff (October 2024).

10. For those employees who are currently denied pre-shift briefing, they will be required to report to the Shift Sergeant for their pre-shift briefing and will receive pre-shift briefing pay in accordance with Section 13.6.

11. **Article 13, Salaries, Wages and Other Emoluments, Section 13.5.1** shall be amended to provide that employees working the second shift shall be paid a shift differential of \$1.15 per hour and employees working the third shift shall be paid the shift differential of \$1.25 per hour.

12. **Article 13, Salaries, Wages and Other Emoluments, Section 13.4.1** shall be amended by deleting the category of employees hired after June 16, 2016 and amending the remaining schedule to provide as follows:

Years of Continuous Service	Amount
5-9 years	\$1,000
10-14 years	\$1,300
15-19 years	\$1,700
20+ years	\$1,950

13. **Article 9, Seniority, Section 9.1.2** shall be amended to read as follows:

9.1.2 For the purposes of any bidding required by this Agreement, seniority shall mean an employee's total service in his job classification or rank in Broome County, which shall include all temporary and provision service in the classification or rank.

14. **Article 19, Holidays, Section 19.2.1** shall be amended by adding Juneteenth.

15. **Article 19, Holidays, Section 19.3.3** shall be amended to read as follows:

19.3.3 If a 4-2 employee is scheduled to work on any holiday and calls in sick on the holiday, he/she shall be charged a sick day and receive sick pay computed at his/her regular hourly rate of pay and his/her next lump sum payment shall be reduced by 10%.

16. **Article 13, Salaries, Wage and Other Emoluments, Section 13.7.1** shall be amended by deleting A) "The degree must be in the fields of criminal justice, corrections, public administration or business."

17. **Article 30, Physical Fitness for Sworn Personnel** shall be amended by adding a new paragraph to be paragraph 2, which shall read as follows:

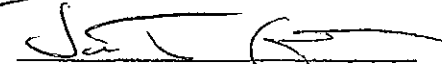
2. An annual \$1,500 bonus will be paid to those employees who annually score 30% or better on the Cooper Standard for the 300-meter, sit-ups and push ups for their age and gender. Testing is to be administered twice a year and observed and/or final sign off by the Broome County Personnel Department.

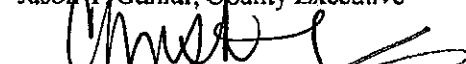
18. The County and the Union agree to incorporate existing MOU's (attached).

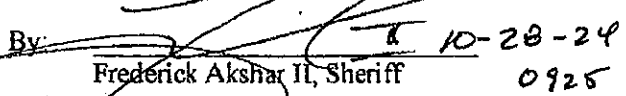
10/24/24

29 IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this
day of October, 2024.


**COUNTY OF BROOME AND
BROOME COUNTY SHERIFF**

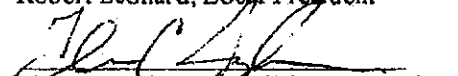
By: 
Jason T. Garnar, County Executive

By: 
Christine E. Segrae, Personnel Officer

By: 
Frederick Akshar II, Sheriff 10-28-24
0925

**BROOME COUNTY SHERIFF'S
CORRECTIONS EMPLOYEES,
LOCAL 2012, COUNCIL 82, AFSCME,
AFL-CIO**

By: 
Robert Leonard, Local President

By: 
Thomas Ingles, Council Representative

APPENDIX B

January 1, 2025

Title	Entry	First Year	Second Year	Third Year
Correction Officer	\$58,929	\$64,053	\$69,623	\$78,325
Correction Sergeant	\$86,154			
Correction Lieutenant	\$93,986			
Correction Captain	\$100,565			

January 1, 2026 – 3.5%

January 1, 2027 – 3.5%

January 1, 2028 – 3.75%

Intro No. 38 A
Date 12/19/24
Reviewed by [Signature]
Co. Attorney
Date 12/3/24

RESOLUTION
BROOME COUNTY LEGISLATURE
BINGHAMTON, NEW YORK

Sponsored by: Public Safety & Emergency Services, Personnel and Finance Committees

RESOLUTION AUTHORIZING ACCEPTANCE OF THE STATE HOMELAND SECURITY PROGRAM (SHSP) GRANT FOR THE OFFICE OF EMERGENCY SERVICES AND ADOPTING A PROGRAM BUDGET FOR 2024-2027

WHEREAS, the Director of Emergency Services requests authorization to accept a State Homeland Security Program Grant (SHSP) for the Office of Emergency Services and adopt a program budget in the amount of \$311,551 for the period September 1, 2024 through August 31, 2027, and

WHEREAS, said program grant assists in law enforcement terrorism prevention activities, now, therefore, be it

RESOLVED, that this County Legislature hereby authorizes and approves acceptance of \$311,551 from the New York State Division of Homeland Security and Emergency Services, 1220 Washington Avenue, Building 7A Suite 710, Albany New York, 12242, for the Office of Emergency Services State Homeland Security Program (SHSP) Grant for the period September 1, 2024 through August 31, 2027, and be it

FURTHER RESOLVED, that this County Legislature hereby approves and adopts the program budget annexed hereto as Exhibit "A" in the total amount of \$311,551, and be it

FURTHER RESOLVED, the Office of Emergency Services is authorized to accept and allocate additional State Homeland Security Program funds for the period September 1, 2024 through August 31, 2027, provided there is no increase in employee head count, the County's financial contribution is not increased and the salary rate is not changed, and be it

FURTHER RESOLVED, that the County Executive or his duly authorized representative is hereby empowered to execute any such agreements, documents, or papers, approved as to form by the Department of Law, as may be necessary to implement the intent and purpose of this Resolution, and be it

FURTHER RESOLVED, that the County Executive or his duly authorized representative is hereby empowered (with the approval of the grantor agency) to reduce the time period of the grant provided there is no change in the grant budget or extend the terms of the grant agreement for the purpose of expending any unexpended grant funds, and be it

FURTHER RESOLVED, that the County Executive or his duly authorized representative (including the Director of Management and Budget and/or Comptroller) is hereby authorized to make any transfers of funds required within this grant budget provided that employee head count is not increased, the County's contribution is not increased, and the salary rate or salary total for a position is not changed.

Exhibit A

**EMERGENCY SERVICES
HOMELAND SECURITY PROGRAM GRANT
FY24 SHSP Grant
9/1/2024-8/31/2027
Project Number 2010093
Project Code 1011**

BUDGET LINE APPROPRIATIONS		PROPOSED
6004610	PERSONNEL SERVICES CHARGEBACK	\$65,923.00
6004255	CONTRACTED EXPENSES	\$40,000.00
6002709	OTHER OPERATION EQUIPMENT	\$205,628.00
Total Grant Program Appropriations		\$311,551.00
 REVENUE		
5000908	HOMELAND SECURITY	\$311,551.00
Total Grant Program Revenue		\$311,551.00

EMERGENCY SERVICES
HOMELAND SECURITY PROGRAM GRANT
FY24 SHSP Grant
9/1/2024-8/31/2027
Project Number 2010093
Project Code 1011

<u>Title of Position</u>	<u>Grade/Unit Actuals</u>	as of		<u>2025 Requested</u>	<u>2025 Recommended</u>
		2023 Current	9/15/2024 Authorized		
<u>Full Time Positions</u>					
Deputy Director	E Admin	1	1	0	0
Emergency Management Associate	15 CSEA	1	1	0	0

Intro No.

5/C

Date

12/19/24

Reviewed by
Co. Attorney

[Signature]

Date

1/25/24

RESOLUTION
BROOME COUNTY LEGISLATURE
BINGHAMTON, NEW YORK

Sponsored by: Public Works & Transportation and Finance Committees

**RESOLUTION AUTHORIZING AN AGREEMENT WITH DELTA ENGINEERS, ARCHITECTS,
LAND SURVEYORS, & LANDSCAPE ARCHITECTS, DPC FOR PROFESSIONAL
ENGINEERING SERVICES FOR THE DEPARTMENT OF PUBLIC WORKS FOR 2025-2027**

WHEREAS, the Commissioner of Public Works requests authorization for an agreement with Delta Engineers, Architects, Land Surveyors, & Landscape Architects, DPC for professional engineering services for the Department of Public Works at a cost not to exceed \$320,848, for the period January 1, 2025 through December 31, 2027, and

WHEREAS, said agreement is necessary P.E./Design services associated with the Glenwood Road Bridge over Big Choconut Creek Replacement project, now, therefore, be it

RESOLVED, that this County Legislature hereby authorizes an agreement with Delta Engineers, Architects, Land Surveyors, & Landscape Architects, DPC, 860 Hooper Road, Endwell, New York 13760 for professional engineering services for the Department of Public Works for the period January 1, 2025 through December 31, 2027, and be it

FURTHER RESOLVED, that in consideration of said services, the County shall pay the Contractor an amount not to exceed \$320,848 for the term of the agreement, and be it

FURTHER RESOLVED, that the payments hereinabove authorized shall be made from budget line 29010105.6002205.5202.2920138 (Bridges), and be it

FURTHER RESOLVED, that the County Executive or his duly authorized representative is hereby empowered to execute any such agreements, documents, or papers, approved as to form by the Department of Law, as may be necessary to implement the intent and purpose of this Resolution.