

Intro No.

1

Date

1/19/2023

Reviewed by
Co. Attorney

(WA)

Date

12/25/22

RESOLUTION
BROOME COUNTY LEGISLATURE
BINGHAMTON, NEW YORK

Sponsored by: Economic Development, Education and Culture Committee

RESOLUTION CONFIRMING APPOINTMENT TO MEMBERSHIP ON THE BROOME COUNTY SOIL AND WATER CONSERVATION DISTRICT BOARD OF DIRECTORS

WHEREAS, the Chair of the Broome County Legislature, pursuant to the powers vested in him by Resolution 27 of 1972, the Broome County Charter and Administrative Code, and Section 6 of the Soil and Water Conservation Districts Law, has duly designated and appointed, pending confirmation by this Legislature, the following named individual to membership on the Broome County Soil and Water Conservation District Board of Directors for the terms indicated:

| <u>Name</u> | <u>Term Expiring</u> |
|----------------------------|----------------------|
| Erin Heard | 12/31/2025 |
| 176 Depot Hill Road | Reappointment |
| Port Crane, New York 13833 | |

and

WHEREAS, it is desired at this time to confirm said appointment, now, therefore, be it

RESOLVED, that this County Legislature, pursuant to the provisions of Resolution 27 of 1972, the Broome County Charter and Administrative Code and Section 6 of the Soil and Water Conservation Districts Law, does hereby confirm the appointment of the above-named individual to membership on the Soil and Water Conservation District Board of Directors in accordance with her appointment by the Legislative Chair.

Intro No. 2
Date 1/19/23
Reviewed by AM
Co. Attorney
Date 12/30/22

RESOLUTION
BROOME COUNTY LEGISLATURE
BINGHAMTON, NEW YORK

Sponsored by: Economic Development, Education & Culture Committee

**RESOLUTION CONFIRMING APPOINTMENT TO MEMBERSHIP ON THE BROOME-TIOGA
WORKFORCE DEVELOPMENT BOARD**

WHEREAS, this County Legislature, by Resolution 499 of 2000, established the Broome-Tioga Workforce Development Board and appointed members to said Board as required by the Workforce Investment Act, and

WHEREAS, this County Legislature, by Resolution 405 of 2005, amended the method by which the Counties of Broome and Tioga function as a service delivery area under the Workforce Investment Act, and

WHEREAS, the Workforce Investment Act has been repealed and replaced by the Workforce Innovation and Opportunity Act, and

WHEREAS, Jason T. Garnar, Broome County Executive, pursuant to the authority vested in him by Resolution 499 of 2000, has duly designated and appointed the following named individuals to membership on the Broome-Tioga Workforce Development Board, for the terms indicated, subject to confirmation by this County Legislature:

| <u>NAME</u> | <u>TERM EXPIRING</u> |
|---|------------------------------|
| Rebecca Stone 2523 Carson Road Cortland, NY 13045 | 12/1/2025 New Appointment |
| Theresa Fiacco 138 Hillside Terrace Endwell, NY 13760 | 12/1/2025 New Appointment |
| Mary Hill 407 Glenmary Drive Owego, NY 13827 | 12/1/2025 New Appointment |
| Shawn Atkinson 100 Charles Place Binghamton, NY 13905 | 12/1/2025 New Appointment |
| Walter Melzer 35 Olive Street Johnson City, NY 13790 | 12/1/2025 New Appointment |

and

WHEREAS, Section 17-3 of the Broome County Charter & Code mandates that it shall be a requirement for membership on all boards of the County of Broome that each individual member be a resident of Broome County unless an exemption is granted by the Broome County Legislature, and

Intro No. _____

Date _____

Reviewed by
Co. Attorney _____

Date _____

2
1/19/23

RESOLUTION
BROOME COUNTY LEGISLATURE
BINGHAMTON, NEW YORK

~~WHEREAS~~, the County Executive has submitted the nomination of Rebecca Stone and Mary Hill who are not residents of Broome County, and has requested an exemption of the residency requirement, and

WHEREAS, upon review of the County Executive's request and associated justification, it is the desire of this Legislature to grant an exemption of the residency requirement for Rebecca Stone and Mary Hill, and

WHEREAS, it is desired at this time to confirm said appointments, now, therefore, be it

RESOLVED, that this County Legislature grants a waiver for the residency requirement for Rebecca Stone and Mary Hill, and be it

FURTHER RESOLVED, that this County Legislature, pursuant to Resolution 499 of 2000, confirms the appointment of the above-named individuals to membership on the Broome-Tioga Workforce Development Board for the terms indicated, in accordance with their appointment by the County Executive.

Intro No. 3
Date 1/19/23
Reviewed by dlb
Co. Attorney
Date 12/30/22

RESOLUTION
BROOME COUNTY LEGISLATURE
BINGHAMTON, NEW YORK

Sponsored by: Economic Development, Education & Culture and Finance Committees

RESOLUTION AUTHORIZING ACCEPTANCE OF THE FEMA HAZARD MITIGATION PLAN PROGRAM GRANT FOR THE DEPARTMENT OF PLANNING AND ECONOMIC DEVELOPMENT AND ADOPTING A PROGRAM BUDGET FOR 2022-2024

WHEREAS, the Director of Planning and Economic Development requests authorization to accept a FEMA Hazard Mitigation Plan Program Grant for the Department of Planning and Economic Development and adopt a program budget in the amount of \$190,000 for the period November 30, 2022 through December 31, 2024, and

WHEREAS, said program grant will allow for an update to Broome County's Multijurisdictional Multi-Hazard Mitigation Plan, now, therefore, be it

RESOLVED, that this County Legislature hereby authorizes and approves acceptance of \$190,000 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 Department of Planning and Economic Development's FEMA Hazard Mitigation Plan Program Grant for the period November 30, 2022 through December 31, 2024, 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 \$190,000, and be it

FURTHER RESOLVED, the Department of Planning and Economic Development is authorized to accept and allocate additional FEMA Hazard Mitigation Plan Program funds, for the period November 30, 2022 through December 31, 2024, 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

**Broome County Department of Planning and Economic Development
Proposed Budget
FEMA Hazard Mitigation Plan Update**

| Appropriations | Department | Account | Project | Amount |
|-----------------------|-------------------|----------------|----------------------|------------------|
| Contracted Services | 37000007 | 6004255 | 3710116 | <u>\$190,000</u> |
| | | | Appropriation Total: | \$190,000 |

| Grant Revenues | Department | Account | Project | Amount |
|-----------------------|-------------------|----------------|----------------------|------------------|
| Federal Aid - Other | 37000007 | 5000901 | 3710116 | <u>\$190,000</u> |
| | | | Grant Revenue Total: | \$190,000 |

Intro No. 4
Date 1/19/2023
Reviewed by [Signature]
Co. Attorney
Date 1-19-2023

RESOLUTION
BROOME COUNTY LEGISLATURE
BINGHAMTON, NEW YORK

Sponsored by: Health & Human Services and Finance Committees

RESOLUTION AUTHORIZING RENEWAL OF THE INMATE STD TESTING/JAIL PROGRAM GRANT FOR DEPARTMENT OF HEALTH AND ADOPTING A PROGRAM BUDGET FOR 2023

WHEREAS, this County Legislature, by Resolution 11 of 2022, authorized renewal of the Inmate STD Testing/Jail Program Grant for the Department of Health and adopted a program budget in the amount of \$48,582 for the period January 1, 2022 through December 31, 2022, and

WHEREAS, said program provides STD screenings, treatment and education to inmates at the Broome County Correctional Facility, as well as HIV counseling, testing services and seasonal flu immunizations, and

WHEREAS, it is desired to renew said program grant in the amount of \$50,633 for the period of January 1, 2023 through December 31, 2023, now, therefore, be it

RESOLVED, that this County Legislature hereby authorizes and approves acceptance of \$50,633 from the Broome County Correctional Facility, 155 Lt. Van Winkle Drive, PO Box 2047, Binghamton, New York 13902-2047, for the Department of Health's Inmate STD Testing/Jail Program Grant for the period January 1, 2023 through December 31, 2023, 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 \$50,633, 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 the Office of Management and Budget) 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

Broome County Health Department

2023 Inmate STD Testing Program/Jail Grant
01/01/2023 - 12/31/2023

PS Dept ID 25010004
PS Project 2510696

| | 01/01/22 - 12/31/22 <u>Proposed Budget</u> | 01/01/23 - 12/31/23 <u>Proposed Budget</u> |
|--|---|---|
| <u>Appropriations</u> | | |
| Personal Services | | |
| 6001001 SALARIES PART-TIME | | 0.00 |
| Total Personal Services | - | 0.00 |
| Contractual Expenditures | | |
| 6004062 MEDICAL LABORATORY AND CLINIC SUPPLIES | 6,700.00 | 6,700.00 |
| 6004063 DRUGS | 550.00 | 550.00 |
| 6004402 LAB SERVICES | 2,500.00 | 2,500.00 |
| 6004413 OTHER HEALTH & MEDICAL SERVICES | | |
| Total Contractual Expenditures | 9,750.00 | 9,750.00 |
| Chargeback Expenditures | | |
| 6004610 PERSONAL SERVICES CHARGEBACK | 38,832.00 | 40,883.00 |
| Total Chargeback Expenditures | 38,832.00 | 40,883.00 |
| Fringe Benefits | | |
| 6008001 STATE RETIREMENT | | |
| 6008002 SOCIAL SECURITY | | |
| 6008004 WORKERS COMPENSATION | | |
| 6008011 UNEMPLOYMENT INSURANCE | | |
| Total Fringe Benefits | - | 0.00 |
| Total Expenditures | 48,582.00 | 50,633.00 |
| <u>Revenue</u> | | |
| 5000333 OTHER DEPARTMENTAL CHARGEBACK | 48,582.00 | 50,633.00 |
| Total Revenue | 48,582.00 | 50,633.00 |

Intro No. 5
Date 1/19/2023
Reviewed by [Signature]
Co. Attorney
Date 12-23-2022

RESOLUTION
BROOME COUNTY LEGISLATURE
BINGHAMTON, NEW YORK

Sponsored by: Health & Human Services and Finance Committees

RESOLUTION AUTHORIZING RENEWAL OF THE CHILD FATALITY REVIEW TEAM PROGRAM GRANT FOR THE DEPARTMENT OF HEALTH AND ADOPTING A PROGRAM BUDGET FOR 2023-2024

WHEREAS, this County Legislature, by Resolution 97 of 2021, authorized and approved renewal of the Child Fatality Review Team Program Grant for the Department of Health and adopted a program budget in the amount of \$60,000 for the period February 1, 2022 through January 31, 2023, and

WHEREAS, said program reviews child fatalities under age 18 and identifies ways to prevent these deaths, and

WHEREAS, it is desired to renew said program grant in the amount of \$60,000 for the period February 1, 2023 through January 31, 2024, now, therefore, be it

RESOLVED, that this County Legislature hereby authorizes and approves acceptance of \$60,000 from the New York State Office of Children and Family Services, 52 Washington Street, Rensselaer, New York 12144 for the Department of Health's Child Fatality Review Team Program Grant for the period February 1, 2023 through January 31, 2024, 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 \$60,000, and be it

FURTHER RESOLVED, that this County Legislature hereby authorizes the Department of Health to accept and allocate additional Child Fatality Review Team Program funds for the period February 1, 2023 through January 31, 2024 provided there is no increase in employee head count and 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

Broome County Health Department
Child Fatality Review Team
2/1/23 - 1/31/24

Department Code: 25010004
 Project: 2510697

| | |
|----------------|----------------------------|
| 2/1/22-1/31/23 | 2/1/23-1/31/24 |
| <u>Budget</u> | <u>Proposed Budget</u> |

Appropriations

Contractual Expenditures

| | | |
|---|------------------|------------------|
| 6004012 OFFICE SUPPLIES | 660.00 | 660.00 |
| 6004045 TRAINING AND EDUCATIONAL SUPPL | 2,475.00 | 2,475.00 |
| 6004048 MISC OPERATIONAL SUPPLIES | 50.00 | 50.00 |
| 6004100 POSTAGE AND FREIGHT | 50.00 | 50.00 |
| 6004137 ADVERTISING AND PROMOTION EXPENSE | 4,777.00 | 7,725.00 |
| 6004146 SUBCONTRACTED PROGRAM EXPENSE | 24,840.00 | 24,840.00 |
| 6004161 TRAVEL, HOTEL AND MEALS | 100.00 | 100.00 |
| Total Contractual Expenditures | <u>32,952.00</u> | <u>35,900.00</u> |

Chargeback Expenditures

| | | |
|---|------------------|------------------|
| 6004610 PERSONAL SERVICES CHARGEBACK | 26,698.00 | 23,750.00 |
| 6004617 DUPLICATING/PRINTING CHARGEBACK | 300.00 | 300.00 |
| 6004618 OFFICE SUPPLIES CHARGEBACK | 50.00 | 50.00 |
| Total Chargeback Expenditures | <u>27,048.00</u> | <u>24,100.00</u> |

| | | |
|---------------------------|------------------|------------------|
| Total Expenditures | 60,000.00 | 60,000.00 |
|---------------------------|------------------|------------------|

Revenue

| | | |
|----------------------------|-------------------------|-------------------------|
| 5000840 STATE AID - HEALTH | 60,000.00 | 60,000.00 |
| Total Revenue | <u><u>60,000.00</u></u> | <u><u>60,000.00</u></u> |

Intro No. 6
Date 1/19/2023
Reviewed by MGA
Co. Attorney
Date 12/23/22

RESOLUTION
BROOME COUNTY LEGISLATURE
BINGHAMTON, NEW YORK

Sponsored by: Health & Human Services and Finance Committees

RESOLUTION AUTHORIZING AN AGREEMENT WITH CHENANGO BRIDGE UNITED METHODIST CHURCH FOR LEASE OF SPACE FOR A SENIOR CENTER FOR THE OFFICE FOR AGING FOR 2023

WHEREAS, the Director of the Office for Aging requests authorization for an agreement with Chenango Bridge United Methodist Church for lease of space for a senior center for the Office for Aging at a cost not to exceed \$200 per month for the period February 1, 2023 through December 31, 2023, now, therefore, be it

RESOLVED, that this County Legislature hereby authorizes an agreement with Chenango Bridge United Methodist Church, PO Box 501, Chenango Bridge, New York 13745 for lease of space for a senior center for the Office for Aging for the period February 1, 2023 through December 31, 2023, and be it

FURTHER RESOLVED, that in consideration of said services, the County shall pay the Contractor an amount not to exceed \$2,200 for the term of the agreement, and be it

FURTHER RESOLVED, that the payments hereinabove authorized shall be made from budget line 34010006.6004111.1011.3410780 (Building and Land Rental), 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.

Intro No. 7
Date 1/19/2023
Reviewed by [Signature]
Co. Attorney
Date 12/23/22

RESOLUTION
BROOME COUNTY LEGISLATURE
BINGHAMTON, NEW YORK

Sponsored by: Health & Human Services and Finance Committees

RESOLUTION AUTHORIZING AN AGREEMENT WITH THE SEPP GROUP FOR MEAL SERVICES THROUGH THE OFFICE FOR AGING'S TITLE III-C-1 CONGREGATE MEAL PROGRAM FOR 2023

WHEREAS, the Director of the Office for Aging requests authorization for an agreement with The SEPP Group for meal services through the Office for Aging's Title III-C-1 Congregate Meal Program, with revenue to Broome County in the amount of \$4.25 per meal, total amount estimated at, but not limited, to \$7,500, for the period February 1, 2023 through December 31, 2023, and

WHEREAS, said agreement is necessary for the Office for Aging to supply hot congregate meals three days a week to housing residents at Marion Apartments in Endwell, now therefore be it

RESOLVED, that this County Legislature hereby authorizes an agreement with The SEPP Group, 53 Front Street, Binghamton, New York 13905, for meal services through the Office for Aging's Title III-C-1 Congregate Meal Program for the period February 1, 2023 through December 31, 2023, and be it

FURTHER RESOLVED, that in consideration of said services, the Contractor shall pay the County \$4.25 per meal, total amount estimated at \$7,500 for the term of the agreement, and be it

FURTHER RESOLVED, that the revenue hereinabove authorized shall be credited to budget line 34010006.5000228.3410780.1011 (Contracted Meals Revenue), 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.

Intro No.

8

Date

1/19/2023

Reviewed by
Co. Attorney

CD5

Date

12/23/22

RESOLUTION
BROOME COUNTY LEGISLATURE
BINGHAMTON, NEW YORK

Sponsored by: Health & Human Services and Finance Committees

RESOLUTION AUTHORIZING AMENDMENT TO THE AGREEMENT WITH SOUTHERN TIER MEDICAL CARE-NY FOR PHYSICAL EXAMINATIONS AND CLINICAL LABORATORY SERVICES FOR THE WILLOW POINT REHABILITATION AND NURSING CENTER AND OTHER BROOME COUNTY DEPARTMENTS FOR 2023

WHEREAS, this County Legislature, by Resolution 550 of 2017, authorized an agreement with Our Lady of Lourdes Hospital, Inc. for physical examinations and clinical laboratory services for the Willow Point Nursing Home and other Broome County departments at the rates listed on Exhibit "A" for the period January 1, 2018 through December 31, 2018, with the option for four one-year renewals under the same terms and conditions, and

WHEREAS, this County Legislature, by Resolution 4 of 2020, authorized the assignment of an agreement with Our Lady of Lourdes Hospital to Southern Tier Medical Care-NY PC, and

WHEREAS, said agreement expires by its terms on December 31, 2022 and in order to allow sufficient time to advertise an RFP for said services, it is necessary to authorize the amendment of said agreement to extend the period through March 31, 2023, now, therefore, be it

RESOLVED, that this County Legislature hereby authorizes an amendment to the agreement with Southern Tier Medical Care-NY PC, 320 Jenson Road, Vestal, New York to extend the agreement through March 31, 2023 for physical examinations and clinical laboratory services for the Willow Point Rehabilitation and Nursing Center and other County departments according to the rates listed on Exhibit "A", and be it

FURTHER RESOLVED, that Resolutions 550 of 2017 and 4 of 2020, to the extent consistent herewith, shall remain in full force and effect, 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.

Southern Tier Medical Care - NY, P.C.
 CA17-664A
 Physical Exams & Laboratory Svcs.
 2022 Pricing

Exhibit A

| Item # | Type of Test | CPT Code | Pricing |
|--------|--|----------|--|
| 1 | Varicella Scree (IgG) | 86787 | \$49.50 |
| 2 | Mumps Screen (IgG) | 86735 | \$54.00 |
| 3 | Rubella Screen | 86762 | \$40.50 |
| 4 | Measles Screen (IgG) | 86765 | \$36.00 |
| 5 | Phlebotomy Service *Blood Draw) | 86415 | \$17.00 |
| 6 | Pre-Employment Physical Exam - Basic Comprehensive | | \$68.00 \$80.00 |
| 7 | Lift Test - Basic Comprehensive | | \$32.00 \$78.00 |
| 8 | Drug & Alcohol Test | | DOT \$52 / NonDOT \$42 / Collection \$23 |
| 9 | Quantiferon Testing | 86480 | \$100.00 |
| 10 | Chest X-Ray (positive PPD) 1 view 2 view | | \$61.00 \$110.00 |
| 11 | MMR Immunization | | \$50.60 |
| 12 | Varicella Immunization | | \$111.32 |
| 13 | NYS Article 19A Bus Driver Medical Examinations | | \$75.00 |
| 14 | DOT Physical | | \$75.00 |
| 15 | OSHA standard physical (29 CFR 1910.134) Respiratory Clearance Physical | | \$112.00 |
| 16 | Interior Firefighter Physical Exam Age 39 & under | | \$173.05 |
| 17 | Interior Firefighter Physical Exam Age 40 & over | | \$232.25 |
| 18 | Exterior Firefighter Physical Exam Age 39 & under | | \$136.62 |
| 19 | Interior Firefighter Physical Exam Age 40 & over | | \$195.82 |
| 20 | Pulmonary Function Test (PFT) | 94010 | \$72.00 |
| 21 | EKGs | 93000 | \$105.00 |
| 22 | PPD | 85680 | \$25.00 |
| 23 | Hep B Vaccine | 90746 | \$80.16 |
| 24 | Hep B Surface Antibody | 86706 | \$43.20 |

| | | | |
|----|--|-------|------------------|
| 25 | Td Vaccine | 90714 | N/A |
| 26 | Tdap Vaccine | 90715 | \$65.58 |
| 27 | Flu Vaccine | 90686 | \$25.00 |
| 28 | Fluzone High Dose | 90662 | N/A |
| 29 | New Patient Office Visit Focused | 99201 | \$49.21 |
| 30 | New Patient Office Visit Expanded | 99202 | \$61.36 |
| 31 | New Patient Office Visit Detailed | 99203 | \$79.93 |
| 32 | New Patient Office Visit Comprehensive | 99204 | \$114.19 |
| 33 | New Patient Office Visit Comprehensive/high complexity | 99205 | \$154.11 |
| 34 | Established Patient Office Visit (Nurse visit) | 99211 | \$27.09 |
| 35 | Established Patient Office Visit Focused | 99212 | \$38.57 |
| 36 | Established Patient Office Visit Expanded | 99213 | \$49.21 |
| 37 | Established Patient Office Visit Detailed | 99214 | \$71.40 |
| 38 | Established Patient Office Visit Comprehensive | 99215 | \$114.19 |
| 39 | Services related to Asbestos Exam including chest x-ray and pulmonary function test | | \$366.00 |
| 40 | Lead, Cadmium and PCB blood tests as described on page 8 | | \$173/\$38/\$120 |
| 41 | Exam and consultation as described under Miscellaneous Serviced item C HazMat Operations Exposure Exam | | \$225.00 |
| 42 | Qualitative Fit Testing | | \$40.00 |
| 43 | Respiratory Questionnaire | | \$22.00 |

Intro No. 9
Date 1/19/23
Reviewed by AG
Co. Attorney
Date 12/25/22

RESOLUTION
BROOME COUNTY LEGISLATURE
BINGHAMTON, NEW YORK

Sponsored by: Health & Human Services and Finance Committees

RESOLUTION AUTHORIZING RENEWAL OF THE AGREEMENT WITH REGIONAL CARE NETWORK LLC FOR TEMPORARY NURSING SERVICES FOR THE WILLOW POINT REHABILITATION AND NURSING CENTER FOR 2023

WHEREAS, The Board of Acquisition and Contract by CA #17-712, as amended by Resolution 112 of 2022, authorized an agreement with Regional Care Network LLC to provide temporary nursing services for the Willow Point Rehabilitation and Nursing Center at an amount not to exceed \$500,000 for the period February 1, 2022 through December 31, 2022, and

WHEREAS, said agreement expired by its terms on December 3, 2022, and it is desired at this time to renew said agreement on substantially similar terms and conditions, for an amount not to exceed \$1,700,000 for the period January 1, 2023 through December 31, 2023, now, therefore, be it

RESOLVED, that this County Legislature hereby authorizes the renewal of the agreement with Regional Care Network LLC, 1 Radisson Plaza, Suite 906, New Rochelle, New York 10801 for temporary nursing services for the Willow Point Rehabilitation and Nursing Center for the period January 1, 2023 through December 31, 2023, and be it

FURTHER RESOLVED, that in consideration of said services, the County shall pay the Contractor an amount not to exceed \$1,700,000 for the term of the agreement, and be it

FURTHER RESOLVED, that the payments hereinabove authorized shall be made from budget line 27060304.6004410.2050 (Nursing 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

| TYPE OF HEALTH CLINICIAN | RATE |
|-----------------------------------|-------|
| Certified Nurse's Assistant (CNA) | 36.20 |
| Licensed Practical Nurse (LPN) | 53 |
| Registered Nurse (RN) | 65 |
| Travel CNA | 45 |
| Travel LPN | 68 |

Intro No. 10
Date 1/14/2023
Reviewed by WLS
Co. Attorney
Date 12/13/22

RESOLUTION
BROOME COUNTY LEGISLATURE
BINGHAMTON, NEW YORK

Sponsored by: Health & Human Services Committee

RESOLUTION CONFIRMING APPOINTMENTS TO MEMBERSHIP ON THE BROOME COUNTY FAMILY VIOLENCE PREVENTION COUNCIL

WHEREAS, Jason Garnar, Broome County Executive, pursuant to the authority vested in him by Resolution 477 of 1985, as amended by Resolutions 277 of 1990 and 171 of 1999, has duly designated and appointed the following named individuals to membership on the Broome County Family Violence Prevention Council, for the terms indicated, subject to confirmation by this County Legislature:

| <u>NAME</u> | <u>TERM EXPIRING</u> |
|---|-------------------------------|
| Kaitlyn Kiley 3824 Pembroke Lane Vestal, NY 13850 | 12/31/2025 New Appointment |
| Lekeshia Turner 858 Carmichael Road #3 Binghamton, NY 13901 | 12/31/2025 New Appointment |
| Marissa Knapp 41 Concord Street Johnson City, NY 13790 | 12/31/2025 New Appointment |
| Rebecca Bradley 1817 Gary Drive Vestal, NY 13850 | 12/31/2025 New Appointment |
| Amber Coyne 68 Tompkins Street Binghamton, NY 13903 | 12/31/2025 New Appointment |
| Courtney Wheeler 4 Norman Road Binghamton, NY 13901 | 12/31/2025 New Appointment |
| Barbara Barry 341 Anderson Road Vestal, NY 13850 | 12/31/2025 Reappointment |
| Detective Sgt. John Harder 155 Lt. VanWinkle Drive Binghamton, NY 13905 | 12/31/2025 Reappointment |
| Elizabeth Woidt 20 Murray Street Binghamton, NY 13905 | 12/31/2025 Reappointment |

Intro No. 10
Date 1/19/2023
Reviewed by
Co. Attorney _____
Date _____

RESOLUTION
BROOME COUNTY LEGISLATURE
BINGHAMTON, NEW YORK

Karyn Palmer
89 Carlin Road
Conklin, NY 13748

12/31/2025
Reappointment

and

WHEREAS, it is desired at this time to confirm said appointments, now, therefore, be it

RESOLVED, that this County Legislature, pursuant to the provisions of Resolution 477 of 1985, as amended by Resolutions 277 of 1990 and 171 of 1999, confirms the appointments of the above-named individuals to membership on the Broome County Family Violence Prevention Council for the terms indicated, in accordance with their appointment by the County Executive.

Intro No.

Date

Reviewed by
Co. Attorney

Date

11

1/19/23



12-30-2022

RESOLUTION
BROOME COUNTY LEGISLATURE
BINGHAMTON, NEW YORK

Sponsored by: Health & Human Services and Finance Committees

RESOLUTION AUTHORIZING RENEWAL OF THE COORIDATED CARE SERVICES INC. PROGRAM GRANT FOR THE DEPARTMENT OF MENTAL HEALTH, ADOPTING A PROGRAM BUDGET AND RENEWING AGREEMENT WITH COORDINATED CARE SERVICES, INC. TO ADMINISTER SAID PROGRAM FOR 2023

WHEREAS, this County Legislature, by Resolution 456 of 2021, authorized and approved renewal of the Coordinated Care Services Inc., for the Department of Mental Health, adopted a program budget in the amount of \$1,163,436 and authorized an agreement with Coordinated Care Services, Inc. to administer said program for the period of January 1, 2022 through December 31, 2022, and

WHEREAS, said program grant provides infrastructure and oversight of regulatory requirements of the Offices of Mental Health, Addiction Services and Support and for People with Developmental Disabilities, and

WHEREAS it is desired to renew said grant programs in the amount of \$1,141,748, adopt a program budget and renew the agreement with Coordinated Care Services, Inc. to continue to administer said program for the period of January 1, 2023 through December 31, 2023, now, therefore, be it

RESOLVED, that this County Legislature hereby authorizes and approves acceptance of \$904,970 from the New York State Office of Mental Health, 44 Holland Avenue, Albany, New York, 12229, for the Department of Mental Health's Coordinated Care Services, Inc. Program Grant for the period of January 1, 2023 through December 31, 2023, and be it

FURTHER RESOLVED, that this County Legislature hereby authorizes and approves acceptance of \$97,958 from the Office of Addiction Services and Supports, 1450 Western Avenue, Albany, New York, 12203, for the Department of Mental Health's Coordinated Care Services, Inc. Program Grant for the period of January 1, 2023 through December 31, 2023, 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 \$1,141,748 and be it

FURTHER RESOLVED that this County Legislature hereby authorizes an agreement with Coordinated Care Services, Inc., 1099 Jay Street, Rochester, New York 14611, to continue to administer said program for the Department of Mental Health for the period of January 1, 2023 through December 31, 2023, and be it

Intro No. _____

Date _____

Reviewed by
Co. Attorney _____

Date _____

1/19/23

RESOLUTION
BROOME COUNTY LEGISLATURE
BINGHAMTON, NEW YORK

FURTHER RESOLVED, that in consideration of said services, the County shall pay the Contractor an amount not to exceed \$1,141,748 for the term of the agreement, and be it

FURTHER RESOLVED, that the payments hereinabove authorized shall be made from budget line 26000004.6004573.2610528 (Other Fees for 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, 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 Budget Director, Comptroller and/or Commissioner of Finance) 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

Broome County Mental Health Department

Grant Name: Coordinated Care Services, Inc.
Grant Term: 01/01/23 - 12/31/23
Department: 26000004
Project Code: 2610528
CA Number: 7-267

| Account | Account Description | Approved Budget 01/01/22-12/31/22 | Proposed Budget 01/01/23-12/31/23 |
|-----------------------------|---|---|---|
| Appropriations | | | |
| Contractual Expenses | | | |
| 6004614 | Other Chargeback Expenses | \$ 250 | \$ 250 |
| 6004617 | Duplicating/Printing Chargeback Expense | \$ 500 | \$ 500 |
| 6004618 | Office Supplies Chargeback | \$ 500 | \$ 500 |
| 6004573 | Other Fees for Services | \$ 1,162,186 | \$ 1,140,498 |
| | Total Contractual Expenses | \$ 1,163,436 | \$ 1,141,748 |
| Revenues | | | |
| OASAS Funding | | | |
| 5000915 | Federal Funds | \$ 91,465 | \$ 97,958 |
| OMH Funding | | | |
| 5000827 | State Funds | 889,423 | 904,970 |
| OPWDD Funding | | | |
| | | - | - |
| DCJS Funding | | | |
| | | - | - |
| County Funding | | | |
| 5000562 | Transfer from General Funds | 63,322 | - |
| 5000916 | Federal Funds | 119,226 | 138,820 |
| | Total Grant Revenue | \$ 1,163,436 | \$ 1,141,748 |
| | Net | \$ - | \$ - |

Intro No. 102
Date 1/19/23
Reviewed by [Signature]
Co. Attorney
Date 12-30-2022

RESOLUTION
BROOME COUNTY LEGISLATURE
BINGHAMTON, NEW YORK

Sponsored by: Health & Human Services and Finance Committees

RESOLUTION AUTHORIZING REVISION OF THE CATHOLIC CHARITIES OF BROOME COUNTY PROGRAM GRANT FOR THE DEPARTMENT OF MENTAL HEALTH, ADOPTING A REVISED PROGRAM BUDGET AND AUTHORIZING AMENDMENT TO THE AGREEMENT WITH CATHOLIC CHARITIES OF BROOME COUNTY TO ADMINISTER SAID PROGRAM FOR 2022

WHEREAS, this County Legislature, by Resolution 453 of 2021, authorized and approved renewal of the Catholic Charities of Broome County Program Grant for the Department of Mental Health, adopted a program budget in the total amount of \$2,989,908 and authorized an agreement with Catholic Charities of Broome County to administer said program for the period January 1, 2022 through December 31, 2022, and

WHEREAS, said agency provides and the grant support community-based programming for children, adults and families with mental health, residential and peer support needs, and

WHEREAS, it is necessary at this time to revise said program to reflect an increase in the amount of \$75,843 in grant appropriations and amend the agreement with Catholic Charities of Broome County to reflect an increase in the amount of \$75,843 for the period January 1, 2022 through December 31, 2022, now, therefore, be it

RESOLVED, that this County Legislature hereby authorizes a revision of the Catholic Charities of Broome County Program Grant to reflect an increase of \$75,843 for the period January 1, 2022 through December 31, 2022, and be it

FURTHER RESOLVED, that this County Legislature hereby approves and adopts the revised program budget annexed hereto as Exhibit "A" in the total amount of \$3,065,751, and be it

FURTHER RESOLVED, that this County Legislature hereby authorizes an amendment to the agreement with Catholic Charities of Broome County, 232 Main Street, Binghamton, New York 13905, to reflect an increase of \$75,843 for the Department of Mental Health's Catholic Charities of Broome County for the period January 1, 2022 through December 31, 2022, and be it

FURTHER RESOLVED, that in consideration of said services, the County shall pay the Contractor an amount not to exceed \$3,065,751 for the term of the agreement, and be it

FURTHER RESOLVED, that Resolution 453 of 2021 to the extent consistent herewith, shall remain in full force and effect, 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, and be it

Intro No.

Date

Reviewed by
Co. Attorney

Date

12
1/19/23

RESOLUTION
BROOME COUNTY LEGISLATURE
BINGHAMTON, NEW YORK

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 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

Broome County Mental Health Department

Grant Name: Catholic Charities of Broome County
Grant Term: 01/01/22 - 12/31/22
Department: 26000004
Project Code: 2610513
CA Number: 7-236

| Account | Account Description | Approved Budget 01/01/22-12/31/22 | Proposed Changes 01/01/22-12/31/22 | Proposed Budget 01/01/22-12/31/22 |
|-----------------------------|--|--|---|--|
| Appropriations | | | | |
| Contractual Expenses | | | | |
| 6005011 | Contracted Services - Catholic Charities | \$ 2,989,908 | \$ 75,843 | \$ 3,065,751 |
| | Total Contractual Expenses | \$ 2,989,908 | \$ 75,843 | \$ 3,065,751 |
| Revenues | | | | |
| | OASAS Funding | \$ - | \$ - | \$ - |
| | OMH Funding | | | |
| 5000833 | State Aid -Catholic Charities | 2,989,908 | 75,843 | 3,065,751 |
| | OPWDD Funding | - | - | - |
| | DCJS Funding | - | - | - |
| | County Funding | | | |
| | Total Grant Revenue | \$ 2,989,908 | \$ 75,843 | \$ 3,065,751 |
| | Net | \$ - | \$ - | \$ - |

Intro No.

Date

Reviewed by
Co. Attorney

Date

13

1/19/23

12-30-2022

RESOLUTION
BROOME COUNTY LEGISLATURE
BINGHAMTON, NEW YORK

Sponsored by: Health & Human Services and Finance Committees

RESOLUTION AUTHORIZING REVISION OF THE CHILDREN'S HOME OF WYOMING CONFERENCE PROGRAM GRANT FOR THE DEPARTMENT OF MENTAL HEALTH, ADOPTING A REVISED PROGRAM BUDGET AND AUTHORIZING AMENDMENT TO THE AGREEMENT WITH CHILDREN'S HOME OF WYOMING CONFERENCE TO ADMINISTER SAID PROGRAM FOR 2022

WHEREAS, this County Legislature, by Resolution 445 of 2021, authorized and approved renewal of the Children's Home of Wyoming Conference Program Grant for the Department of Mental Health, adopted a program budget in the total amount of \$56,179 and authorized an agreement with Children's Home of Wyoming Conference to administer said program for the period January 1, 2022 through December 31, 2022, and

WHEREAS, said program grant provides Family Peer Support Services by trained and credentialed Family Peer Advocates offering outreach, information, engagement, advocacy and empowerment to caregivers of youth experiencing mental health challenges, and

WHEREAS, it is necessary at this time to revise said program to reflect an increase in the amount of \$36,885 in grant appropriations and amend the agreement with Children's Home of Wyoming Conference to reflect an increase in the amount of \$36,885 for the period January 1, 2022 through December 31, 2022, now, therefore, be it

RESOLVED, that this County Legislature hereby authorizes a revision of the Children's Home of Wyoming Conference Program Grant to reflect an increase of \$36,885 for the period January 1, 2022 through December 31, 2022, and be it

FURTHER RESOLVED, that this County Legislature hereby approves and adopts the revised program budget annexed hereto as Exhibit "A" in the total amount of \$93,064, and be it

FURTHER RESOLVED, that this County Legislature hereby authorizes an amendment to the agreement with Children's Home of Wyoming Conference, 232 Main Street, Binghamton, New York 13905, to reflect an increase of \$36,885 for the Department of Mental Health's Children's Home of Wyoming Conference for the period January 1, 2022 through December 31, 2022, and be it

FURTHER RESOLVED, that in consideration of said services, the County shall pay the Contractor an amount not to exceed \$93,064 for the term of the agreement, and be it

FURTHER RESOLVED, that Resolution 445 of 2021 to the extent consistent herewith, shall remain in full force and effect, and be it

Intro No.

13

Date

1/19/23

Reviewed by
Co. Attorney

Date

RESOLUTION
BROOME COUNTY LEGISLATURE
BINGHAMTON, NEW YORK

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, 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 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

Broome County Mental Health Department

Grant Name: Children's Home of Wyoming Conference
Grant Term: 01/01/22 - 12/31/22
Department: 26000004
Project Code: 2610514
CA Number: 7-260

| Account | Account Description | Approved Budget 01/01/22-12/31/22 | Proposed Changes 01/01/22-12/31/22 | Proposed Budget 01/01/22-12/31/22 |
|-----------------------------|--|---|--|---|
| Appropriations | | | | |
| Contractual Expenses | | | | |
| 6005029 | Contracted Services - Wyoming Conference | \$ 56,179 | \$ 36,885 | \$ 93,064 |
| | Total Contractual Expenses | \$ 56,179 | \$ 36,885 | \$ 93,064 |
| Revenues | | | | |
| | OASAS Funding | \$ - | \$ - | \$ - |
| | OMH Funding | | | |
| 5000837 | State Aid - Wyoming Conference | 56,179 | 36,885 | 93,064 |
| | OPWDD Funding | - | - | - |
| | DCJS Funding | - | - | - |
| | County Funding | - | - | - |
| | Total Grant Revenue | \$ 56,179 | \$ 36,885 | \$ 93,064 |
| | Net | \$ - | \$ - | \$ - |

Intro No. 14
Date 1/19/23
Reviewed by [Signature]
Co. Attorney
Date 12-30-2022

RESOLUTION
BROOME COUNTY LEGISLATURE
BINGHAMTON, NEW YORK

Sponsored by: Health & Human Services and Finance Committees

RESOLUTION AUTHORIZING REVISION OF THE UNITED HEALTH SERVICES PROGRAM GRANT FOR THE DEPARTMENT OF MENTAL HEALTH, ADOPTING A REVISED PROGRAM BUDGET AND AUTHORIZING AMENDMENT TO THE AGREEMENT WITH UNITED HEALTH SERVICES TO ADMINISTER SAID PROGRAM FOR 2022

WHEREAS, this County Legislature, by Resolution 454 of 2021, authorized and approved renewal of the United Health Services Program Grant for the Department of Mental Health, adopted a program budget in the total amount of \$1,198,812 and authorized an agreement with United Health Services to administer said program for the period January 1, 2022 through December 31, 2022, and

WHEREAS, said agency provides and the grant supports clinical psychiatric assessment, supportive counseling, treatment and substance use medication assisted treatment, and

WHEREAS, it is necessary at this time to revise said program to reflect an increase in the amount of \$30,036 in grant appropriations and amend the agreement with United Health Services to reflect an increase in the amount of \$30,036 for the period January 1, 2022 through December 31, 2022, now, therefore, be it

RESOLVED, that this County Legislature hereby authorizes a revision of the United Health Services Program Grant to reflect an increase of \$30,036 for the period January 1, 2022 through December 31, 2022, and be it

FURTHER RESOLVED, that this County Legislature hereby approves and adopts the revised program budget annexed hereto as Exhibit "A" in the total amount of \$1,228,848, and be it

FURTHER RESOLVED, that this County Legislature hereby authorizes an amendment to the agreement with United Health Services 20-42 Mitchell Avenue, Binghamton, New York 13903, to reflect an increase of \$30,036 for the Department of Mental Health's United Health Services Hospital for the period January 1, 2022 through December 31, 2022, and be it

FURTHER RESOLVED, that in consideration of said services, the County shall pay the Contractor an amount not to exceed \$1,228,848 for the term of the agreement, and be it

FURTHER RESOLVED, that Resolution 454 of 2021 to the extent consistent herewith, shall remain in full force and effect, and be it

Intro No.

Date

Reviewed by
Co. Attorney

Date

14
1/19/23

RESOLUTION
BROOME COUNTY LEGISLATURE
BINGHAMTON, NEW YORK

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, 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 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

Broome County Mental Health Department

Grant Name: United Health Services Hospitals
Grant Term: 01/01/22 - 12/31/22
Department: 26000004
Project Code: 2610523
CA Number: 7-336

| Account | Account Description | Approved Budget 01/01/22-12/31/22 | Proposed Changes 01/01/22-12/31/22 | Proposed Budget 01/01/22-12/31/22 |
|-----------------------------|--|---|--|---|
| Appropriations | | | | |
| Contractual Expenses | | | | |
| 6005010 | Contracted Services - United Health Services | \$ 1,198,812 | \$ 30,036 | \$ 1,228,848 |
| | Total Contractual Expenses | \$ 1,198,812 | \$ 30,036 | \$ 1,228,848 |
| Revenues | | | | |
| OASAS Funding | | | | |
| 5000832 | State Aid -United Health Services | \$ 211,575 | \$ 30,036 | \$ 241,611 |
| OMH Funding | | | | |
| 5000832 | State Aid -United Health Services | 987,237 | - | 987,237 |
| OPWDD Funding | | | | |
| | | - | - | - |
| DCJS Funding | | | | |
| | | - | - | - |
| County Funding | | | | |
| | | - | - | - |
| | Total Grant Revenue | \$ 1,198,812 | \$ 30,036 | \$ 1,228,848 |
| | Net | \$ - | \$ - | \$ - |

Intro No. 15
Date 1/19/23
Reviewed by [Signature]
Co. Attorney
Date 12-30-2022

RESOLUTION
BROOME COUNTY LEGISLATURE
BINGHAMTON, NEW YORK

Sponsored by: Health & Human Services and Finance Committees

RESOLUTION AUTHORIZING REVISION OF THE CLEAR PATH FOR VETERANS PROGRAM GRANT FOR THE DEPARTMENT OF MENTAL HEALTH, ADOPTING A REVISED PROGRAM BUDGET AND AUTHORIZING AMENDMENT TO THE AGREEMENT WITH CLEAR PATH FOR VETERANS INC., TO ADMINISTER SAID PROGRAM FOR 2022

WHEREAS, this County Legislature, by Resolution 452 of 2021, authorized and approved renewal of the Clear Path for Veterans Program Grant for the Department of Mental Health, adopted a program budget in the total amount of \$194,250 and authorized an agreement with Clear Path for Veterans Inc., to administer said program for the period January 1, 2022 through December 31, 2022, and

WHEREAS, said agency provides and the grant supports clinical psychiatric assessment, supportive counseling, treatment and substance use medication assisted treatment, and

WHEREAS, it is necessary at this time to revise said program to reflect an increase in the amount of \$89,250 in grant appropriations and amend the agreement with Clear Path for Veterans Inc., to reflect an increase in the amount of \$89,250 for the period January 1, 2022 through December 31, 2022, now, therefore, be it

RESOLVED, that this County Legislature hereby authorizes a revision of the Clear Path for Veterans Program Grant to reflect an increase of \$89,250 for the period January 1, 2022 through December 31, 2022, and be it

FURTHER RESOLVED, that this County Legislature hereby approves and adopts the revised program budget annexed hereto as Exhibit "A" in the total amount of \$283,500, and be it

FURTHER RESOLVED, that this County Legislature hereby authorizes an amendment to the agreement with Clear Path for Veterans, Inc., 1223 Salt Springs Road, Chittenango, New York 13037, to reflect an increase of \$89,250 for the Department of Mental Health's Clear Path for Veterans Program Grant for the period January 1, 2022 through December 31, 2022, and be it

FURTHER RESOLVED, that in consideration of said services, the County shall pay the Contractor an amount not to exceed \$283,500 for the term of the agreement, and be it

FURTHER RESOLVED, that Resolution 452 of 2021 to the extent consistent herewith, shall remain in full force and effect, and be it

Intro No. 15
Date 1/19/23
Reviewed by _____
Co. Attorney _____
Date _____

RESOLUTION
BROOME COUNTY LEGISLATURE
BINGHAMTON, NEW YORK

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, 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 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

Broome County Mental Health Department

Grant Name: Clear Path for Veterans
Grant Term: 01/01/22 - 12/31/22
Department: 26000004
Project Code: 2610515
CA Number: 7-344

| <u>Account</u> | <u>Account Description</u> | <u>Approved Budget 01/01/22-12/31/22</u> | <u>Proposed Changes 01/01/22-12/31/22</u> | <u>Proposed Budget 01/01/22-12/31/22</u> |
|-----------------------------|-----------------------------------|--|---|--|
| Appropriations | | | | |
| Contractual Expenses | | | | |
| 6004573 | Other Fees for Services | \$ 194,250 | \$ 89,250 | \$ 283,500 |
| | Total Contractual Expenses | \$ 194,250 | \$ 89,250 | \$ 283,500 |
| Revenues | | | | |
| | OASAS Funding | \$ - | \$ - | \$ - |
| | OMH Funding | | | |
| | 5000808 State Aid (Other) | 194,250 | 89,250 | 283,500 |
| | OPWDD Funding | - | - | - |
| | DCJS Funding | - | - | - |
| | County Funding | - | - | - |
| | Total Grant Revenue | \$ 194,250 | \$ 89,250 | \$ 283,500 |
| | Net | \$ - | \$ - | \$ - |

Intro No. 16
Date 1/19/2023
Reviewed by LGW
Co. Attorney
Date 1/23/22

RESOLUTION
BROOME COUNTY LEGISLATURE
BINGHAMTON, NEW YORK

Sponsored by: Health & Human Services Committee

RESOLUTION CONFIRMING APPOINTMENTS TO MEMBERSHIP ON THE OFFICE FOR AGING ADVISORY BOARD

WHEREAS, Jason Garnar, Broome County Executive, pursuant to the authority vested in him by Resolution 165 of 1973 of the Broome County Charter and Administrative Code, has duly designated and appointed the following named individuals to membership on the Broome County Office for Aging Advisory Board, for the terms indicated, subject to confirmation by this County Legislature:

| <u>NAME</u> | <u>TERM EXPIRING</u> |
|--|-------------------------------|
| Katie Legg 20 S. Sunset Drive Kirkwood, NY 13795 | 12/31/2026 New Appointment |
| Major Alex Barnett 19 Lusk Street Johnson City, NY 13790 | 12/31/2026 New Appointment |

and

WHEREAS, it is desired at this time to confirm said appointments, now, therefore, be it

RESOLVED, that this County Legislature, pursuant to the provisions of Resolution 165 of 1973 of the Broome County Charter and Administrative Code, confirms the appointments of the above-named individuals to membership on the Broome County Office for Aging Advisory Board for the terms indicated, in accordance with their appointment by the County Executive.

Intro No. 17
Date 1/19/2023
Reviewed by [Signature]
Co. Attorney
Date 1/23/23

RESOLUTION
BROOME COUNTY LEGISLATURE
BINGHAMTON, NEW YORK

Sponsored by: Finance, Health & Human Services and Personnel Committees

RESOLUTION AUTHORIZING TRANSFER OF FUNDS FOR THE WILLOW POINT REHABILITATION AND NURSING CENTER

RESOLVED, that in accordance with a request from the Administrator of the Willow Point Rehabilitation and Nursing Center, in order to provide funds for temporary nursing services, this County Legislature hereby authorizes the Director of Management and Budget to make the following transfer of funds:

| | <u>Department</u> | <u>Account</u> | <u>Project Code</u> | <u>Title</u> | <u>Amount</u> |
|-------|-------------------|----------------|---------------------|------------------|----------------|
| FROM: | 27060304 | 6008001 | 2710000 | Retirement | \$200,000.00 |
| | 27060304 | 6008002 | 2710000 | Social Security | \$100,000.00 |
| | 27060304 | 6008007 | 2710000 | Health Insurance | \$750,000.00 |
| TO: | 27060304 | 6004410 | 2710000 | Nursing Services | \$1,050,000.00 |

Intro No. 18
Date 1/19/23
Reviewed by RG
Co. Attorney
Date 1/3/23

RESOLUTION
BROOME COUNTY LEGISLATURE
BINGHAMTON, NEW YORK

Sponsored by: Personnel, County Administration and Finance Committees

RESOLUTION AUTHORIZING A PERSONNEL CHANGE REQUEST FROM THE DIVISION OF INFORMATION TECHNOLOGY

RESOLVED, that in accordance with a request contained in PCR# 3833 from Broome County Director of Information Technology, this County Legislature hereby changes the position of Data Communications Technician, Grade 20, Union Code 04, CSEA Full-time, minimum hourly salary \$25.68; 40 hours weekly, budget line 10020001.1010.6001000 to Network Specialist, Grade 22, Union Code 07, BAPA Full-time, minimum hourly salary \$30.14; 40 hours weekly, budget line 10020001.1010.6001000, effective January 19,2023.

Intro No. 19
Date 1/19/2023
Reviewed by CD5
Co. Attorney
Date 12/23/22

RESOLUTION
BROOME COUNTY LEGISLATURE
BINGHAMTON, NEW YORK

Sponsored by: Public Safety & Emergency Services and Finance Committees

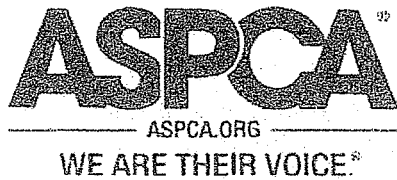
RESOLUTION AUTHORIZING A MEMORANDUM OF UNDERSTANDING BETWEEN THE AMERICAN SOCIETY FOR THE PREVENTION OF CRUELTY TO ANIMALS AND THE BROOME COUNTY OFFICE OF EMERGENCY SERVICES

WHEREAS, the Director of Emergency Services requests authorization for a Memorandum of Understanding between the American Society for the Prevention of Cruelty to Animals and the Broome County Office of Emergency Services, and

WHEREAS, said Memorandum of Understanding is necessary to identify and coordinate assistance and animal rescue efforts in preparing for, responding to, and recovering from disasters, now, therefore, be it

RESOLVED, that this County Legislature hereby authorizes a Memorandum of Understanding between the American Society for the Prevention of Cruelty to Animals and the Broome County Office of Emergency Services, attached as Exhibit "A", 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.



**Mutual Aid Agreement Between
The American Society for the
Prevention of Cruelty to Animals
and
Broome County Office of Emergency Services
(the "Agency")**

The purpose of this Mutual Aid Agreement (this "Agreement") is to create a working relationship between The American Society for the Prevention of Cruelty to Animals ("ASPCA") and the Broome County Office of Emergency Services (the "Agency") (each of the ASPCA and the Agency a "Party" and, collectively, the "Parties"). This Agreement shall be effective as of the date of the last signature below (the "Effective Date").

RECITALS

WHEREAS, the ASPCA is a not-for-profit organization that exists to provide effective means for the prevention of cruelty to animals throughout the United States (the "ASPCA Mission"); and

WHEREAS, the ASPCA's National Field Response team (the "ASPCA Field Team"), working in conjunction with local authorities, leads large scale operations (each an "Operation") in response to natural disasters (each, a "Disaster") that cause animal suffering or create animal needs that cannot be met by a community, including but not limited to the Agency, without outside assistance; and

WHEREAS, the Parties wish to facilitate the identification and coordination of assistance and animal rescue efforts in order to maximize the welfare of animals and their caretakers before, during, and after a major incident, and to minimize the loss of life and animal suffering that might occur following such an incident; and

WHEREAS, the Parties to this Agreement have determined that it is in the best interests of themselves and the communities they shall assist to foster communications and the sharing of resources, personnel, and equipment in the event of an incident that threatens the welfare of animals; and

WHEREAS, this Agreement provides the broad framework for cooperation and communication between the ASPCA and the Agency in providing assistance and service to animals impacted by Disasters (as defined below).

NOW, THEREFORE, in consideration of the mutual promises of the Parties, the sufficiency of which is agreed to by both Parties, the Parties agree as follows:

- I. **CONCEPT OF OPERATIONS:** Both the ASPCA and the Agency are separate and independent entities, and each Party is responsible for establishing its own policies and financing its own activities.

II. MUTUAL AGREEMENTS

- A. This Agreement, standing alone, does not obligate either the ASPCA or the Agency to respond and/or to participate in any given Operation; however, if the ASPCA or the Agency does respond and/or otherwise participate in any given Operation, this Agreement shall govern such activities. This Agreement provides the broad framework for cooperation and communication between the ASPCA and the Agency by which assistance and service to the Animals in an Operation may be provided, as well as for other services for which cooperation may be mutually beneficial, as set forth in this Agreement.
- B. The ASPCA Field Response Team may require the services of volunteers and/or other resources from the Agency in the event of an Operation;
- C. The ASPCA and the Agency wish to create a mutually beneficial agreement outlining potential services that may be provided by each organization in the event of an Operation; and
- D. The ASPCA and the Agency wish to establish, in advance of any request for assistance, the terms and/or guidelines that will govern a working relationship between the Parties.

III. ANIMAL CARE AND CUSTODY

- A. If the Agency has authority over animals due to a Disaster, the Agency may give temporary physical custody of such animals to the ASPCA pursuant to this Agreement. If the ASPCA has temporary physical custody of animals pursuant to this Agreement, the ASPCA shall provide such animals with adequate space and resources, including but not limited to providing proper food, water, shelter, exercise, socialization, enrichment, and appropriate veterinary care. The ASPCA may provide such services directly or through third parties that it selects, in its sole discretion.
- B. In the event of an Operation, the ASPCA may accept animals for permanent placement. Any such transfers of ownership shall take place pursuant to separate written agreement(s) between the ASPCA and the legal owner of the Animal(s), whether the legal owner is the Agency or a third-party person or entity. The Parties understand and agree that no transfer of ownership of any animal shall take place except pursuant to such independently negotiated and separately executed transfer agreements.

IV. COMMUNICATION BETWEEN THE PARTIES

The Parties agree as follows:

A. Close communication shall be maintained between the ASPCA and the Agency through the use of meetings, telephone conferences, email, and/or other means in the event of a potential or actual Operation. Communication will include requests for assistance, situation reports, and other response-related communications. Each Party will share current data regarding the Disaster, support requested, and ability to provide requested support, as further described in this Agreement. Interaction and liaison shall be encouraged at all levels of both Parties' organizations.

B. The ASPCA and the Agency will distribute this Agreement internally as appropriate and shall urge full cooperation in the event of an Operation. Without limiting the generality of the foregoing, the Agency shall notify other potentially responsible governmental agencies, including but not limited to emergency management and appropriate Emergency Support Functions (ESF), law enforcement, and/or the fire department, of the arrangement between the Parties under this Agreement.

C. The ASPCA and the Agency will keep each other updated as to the individuals who may act on behalf of each party (each, an "Authorized Representative") in anticipation of or during an Operation. The Agency will update this link with its list of Authorized Representatives and will maintain its current contact information, which can be found here: <https://airtable.com/shrMsRlQkdsWiYgWX>. The list of Authorized Representatives for the ASPCA can be found here: <https://aspca.app.box.com/s/ea3ayi1i0s6jtoz0rca779kbz3i9m7zy>. The ASPCA shall keep its list of Authorized Representatives updated with current contact information.

D. In no event shall the Agency use the ASPCA name and/or logo for any reason without the express written agreement of the ASPCA, in advance.

V. RESPONSE COORDINATION

A. **Requests for Assistance.** The Agency may directly contact the Authorized Representative of the ASPCA and shall provide them with the information set forth in Exhibit A when requesting assistance pursuant to this Agreement. The Agency may complete the form attached to this Agreement as Exhibit A or may provide the information by any other available means (e.g., online form found at <https://aspca.box.com/s/ea3ayi1i0s6jtoz0rca779kbz3i9m7zy>, email). The request shall also include information detailing the nature of the original request from the authorities authorizing the response, as applicable. It is understood between the Parties that any response to an incident will be based on the National Incident Management System

model and fall under the umbrella of the established Emergency Operations Center for each incident.

1. The Agency shall only request the assistance of the ASPCA if the Agency has approval of the proper authorities that may be necessary for the ASPCA to provide the assistance requested.

B. Requests for Volunteers. In some instances, the ASPCA may request employees and/or volunteers of the Agency to assist with an Operation. This request will, in most cases, be made by means of an email or phone call from the ASPCA to the Agency. The provision of volunteers by the Agency shall be subject to the following:

1. *Team Leader.* If the Agency provides employees and/or volunteers to assist the ASPCA in an Operation (collectively, the "Agency Volunteers"), the Agency must designate one individual as the Agency Volunteers' "Team Leader." The Team Leader will act as the supervisor and primary contact for the Agency Volunteers on any given deployment and shall work with the ASPCA to ensure that the Agency Volunteers are appropriately and safely performing the functions for which they are volunteering and that any of the Agency Volunteers' concerns are addressed to the best of the ASPCA's ability. For the avoidance of doubt, the Parties acknowledge and agree that the ASPCA shall set forth the roles and duties of all responders for an Operation, including any Agency Volunteers. A Team Leader must be either:
 - a. An Agency employee; or
 - b. An Agency volunteer who has significant experience successfully managing volunteers on behalf of the Agency.
2. *Dismissal of Agency Volunteers.* The ASPCA reserves the right to require any Agency Volunteers to leave any given Operation for any reason or for no reason. Such determinations shall be made in the sole and absolute discretion of the ASPCA.
3. *Agency Volunteer Registration.* Prior to participating in an Operation, each Agency Volunteer must register online through the ASPCA Responder Management Application (the "RMA"), available at https://aspcafir.civcore.com/public/index.php?action=new_responder. Each Agency Volunteer must provide all information and complete all trainings requested on the RMA. In addition, each Agency Volunteer must indicate that the Agency Volunteer is responding under another organization as a Response Partner Volunteer and agree to the Response Partner Volunteer Agreement and the Disclaimer prior to assisting with an Operation. Both the Response Partner

Volunteer Agreement and the Disclaimer can be completed online through the RMA.

4. *Agency Volunteer Qualifications.* The Agency shall ensure that each Agency Volunteer is either an employee of the Agency or approved as a volunteer of the Agency according to the Agency's customary procedures for retaining volunteers. The Agency shall use its discretion in providing qualified Agency Volunteers. The Agency hereby represents and warrants that any person designated as its volunteer (as opposed to its employee) is properly classified as such pursuant to applicable federal, state, and local laws.

No Employment Relationship. At all times, employees of the Agency shall continue to be employed solely by Agency and not by the ASPCA, and volunteers of Agency shall continue to be volunteers of the Agency and not of the ASPCA.

5. The Agency will be solely responsible for (1) paying any and all compensation (wages, overtime wages, paid time off) to which Agency Volunteers are entitled; (2) providing any other legally required or agreed-upon employee benefits or entitlements; (3) providing workers' compensation insurance as required by applicable law; and (4) fulfilling all other obligations, including income tax withholding, legally required with respect to their employment. Agency Volunteers shall not be eligible to participate in or be covered by any employee benefit plan or program sponsored by or through ASPCA and shall not be entitled to any compensation whatsoever from ASPCA.

While Agency Volunteers may receive day-to-day guidance regarding discrete tasks relating to the Operation from the ASPCA, they will remain Agency employees and/or volunteers, subject to Agency's supervision and direction. Interactions between Agency employees and/or volunteers and ASPCA employees are not to be understood as creating an employment relationship between them and the ASPCA, or between the Agency and any employee of the ASPCA.

6. Agency acknowledges and agrees that Agency Volunteers shall not be eligible to participate in or be covered by any employee benefit plan or program sponsored by or through the ASPCA, including, without limitation, medical, disability, or life insurance coverage, and shall not be entitled to any compensation from the ASPCA. Agency Volunteers are required to be covered by medical insurance (whether as part of group coverage offered through Agency or through an individual policy).

Volunteer Responsibilities. The ASPCA shall use its best efforts to provide a description of the responsibilities that will be performed by Agency Volunteers with respect to any given Operation in advance of requesting Agency Volunteers; however, the Agency understands and agrees that Agency Volunteers will generally perform activities in a high-risk setting that are highly demanding both physically and mentally, and volunteers are often subjected to a significant level of physical and mental stress. For example, volunteers may be required to lift heavy items, and certain qualified volunteers may assist with technical rescue. The Agency shall use its best efforts to provide the ASPCA with only suitable Agency Volunteers who will be able to endure such conditions, and the Agency agrees that it shall be responsible for vetting any potential Agency Volunteers prior to deploying them to any Operation. The Agency shall convey any special requests of potential volunteers to the extent that such information is available to the Agency.

C. **Third-Party Assistance:** If the ASPCA determines that additional resources are needed beyond what ASPCA can provide directly, the ASPCA, in conjunction with the Agency, may coordinate the contact, activation, and deployment of its partner organizations to secure additional resources, subject to the terms of this Agreement. The ASPCA may enter into agreements with its third-party partner organizations to govern such entities' provision of volunteers or other resources to support deployments, such as an Operation.

VI. **COSTS OF ASSISTANCE:** Each Party shall be responsible for all of its own costs associated with such Party's activities related to an Operation. The ASPCA and the Agency shall not be liable for any portion of any expenses incurred by the other unless it has been expressly agreed upon in writing, prior to the incurrence of the expense.

VII. **RELATIONSHIP BETWEEN THE PARTIES:** Nothing in this Agreement shall be so construed as to create a relationship of employer and employee, or principal and agent, partnership, or joint venture as between the ASPCA and the Agency. Nothing in this Agreement shall be so construed as to provide either Party with the authority to bind the other to any agreement, undertaking, cost, liability, or expense of any nature without the express written consent of the other.

Each of the ASPCA and the Agency shall be separately responsible for the operation and maintenance of its own equipment, and resources, and each Party's personnel, equipment, and resources shall generally remain under the operational control of such Party. The ASPCA reserves the right to withdraw its resources at any time during an Operation, subject to reasonable notice to the Agency. The Agency shall provide the ASPCA with at least thirty-days' advance notification of the Agency's intent to disallow animals to have continued access to temporary housing operated by the ASPCA during an Operation and at least seventy-two hour advance notification of the Agency's intent to withdraw any other resources or personnel that has been provided to assist the

ASPCA during an Operation unless such notice is not practicable; in which case, such notice as is reasonable shall be provided. Equipment purchased in connection with responding to a Disaster pursuant to this Agreement will remain the property of the purchasing Party, unless otherwise agreed in writing.

- VIII. SELF-SUFFICIENCY:** ASPCA personnel and equipment will be, to the greatest extent possible, self-sufficient for housing, food, and other logistical needs in areas stricken by Disasters.
- IX. PUBLICITY:** During a joint effort, reasonable efforts to promote the identity of both Parties shall be clearly communicated through all available means. The ASPCA and the Agency shall make every effort to keep the public informed of their cooperative efforts. Whenever possible, onsite signage, press releases, interviews and other communications efforts shall indicate the involvement of both ASPCA and the Agency. When possible, advance notice and review of releases/reports shall be given by each Party to the other, provided, however, that the Parties shall use their best efforts to complete any such review within twenty-four (24) hours from receiving the release or report. The Parties agree to share photography, videography and other materials that can be used for publicity purposes with the understanding that the Party responsible for procuring said materials is credited as the source; provided, however, that in the case of animal cruelty, the appropriate jurisdictional authority shall have the final approval on any press releases or photographs released in relation to such animal cruelty. The Parties acknowledge and agree that any such photographs, videos, and/or other materials may be used for any lawful purpose, including fundraising purposes. If applicable, Agency must also secure any and all necessary permission from federal, state, or local law enforcement, if necessary, for use of the materials and shall provide confirmation of such permission to the ASPCA. Without such permission, neither Party may use any materials for publicity purposes that were gathered at any actual or potential crime scene. If applicable, results arising from joint studies between ASPCA and the Agency shall be jointly owned and both Parties shall retain ownership and access without inhibition.
- X. FUNDRAISING:** The Agency recognizes the ASPCA's dependence on voluntary public financial support to carry out Disaster relief efforts. The ASPCA shall be free to make special appeals to the public and to its members, if any, for funding.
- XI. NON-EXCLUSIVE AGREEMENT:** This Agreement is non-exclusive. The ASPCA and the Agency reserve the right to form similar agreements with other parties.
- XII. INSURANCE:** Each party shall carry its own insurance covering its individual organization and activities related to the Operation.

XIII. **ASPCA MISSION:** In the course of responding to a Disaster, the Agency shall strive to support the ASPCA's mission of providing effective means for the prevention of cruelty to animals throughout the United States.

XIV. **CONFIDENTIALITY:** The ASPCA and the Agency agree to keep, and to ensure that their respective employees, agents, representatives, and volunteers keep, confidential all materials and information that are provided by the other Party (as the "Disclosing Party") in connection with its performance under this Agreement and that are not made available to the general public, including without limitation, financial information, and information and materials about either Party's or its affiliates' operations, campaigns, and/or strategic or tactical plans (collectively the "Confidential Information").

Neither the ASPCA nor the Agency shall, and each shall ensure that its employees, agents, representatives, and volunteers shall not, use, disclose, or publish any Confidential Information without proper written approval of the Disclosing Party either during or subsequent to the term of this Agreement except that the ASPCA's and the Agency's employees, agents, representatives, and volunteers may use the information during the term of this Agreement to the extent (and only to the extent) necessary to perform services pursuant to this Agreement or as may be required by applicable law or pursuant to a lawful court order. All Confidential Information shall at all times be and remain the exclusive property of the Disclosing Party.

XV. **LIABILITY, DEFENSE, AND INDEMNITY**

A. **Claims Arising from Sole Acts or Omissions of Agency:** The Agency hereby agrees to defend and indemnify the ASPCA and its officers, agents, employees, volunteers from any claim, action or proceeding against ASPCA, arising solely out of the acts or omissions of the Agency in the performance of this Agreement. At its sole discretion, ASPCA may participate at its own expense in the defense of any claim, action or proceeding, but such participation shall not relieve the Agency of any obligation imposed by this Agreement. ASPCA shall notify the Agency promptly of any claim, action or proceeding and cooperate fully in the defense.

B. **Claims Arising from Sole Acts or Omissions of ASPCA:** The ASPCA hereby agrees to defend and indemnify the Agency, its agents, officers and employees from any claim, action or proceeding against Agency, arising solely out of the acts or omissions of ASPCA in the performance of this Agreement. At its sole discretion, Agency may participate at its own expense in the defense of any such claim, action or proceeding, but such participation shall not relieve ASPCA of any obligation imposed by this Agreement. Agency shall notify ASPCA promptly of any claim, action or proceeding and cooperate fully in the defense.

C. **Claims Arising from Concurrent Acts or Omissions:** The Agency hereby agrees to defend itself, and the ASPCA hereby agrees to defend itself, from any claim, action or

proceeding arising out of the concurrent acts or omissions of the Agency and the ASPCA. In such cases, Agency and ASPCA agree to retain their own legal counsel, bear their own defense costs, and waive their right to seek reimbursement of such costs, except as provided in paragraph XV(E) below.

D. **Joint Defense:** Notwithstanding paragraph XV (C) above, in cases where the Agency and the ASPCA agree in writing to a joint defense, the Agency and the ASPCA may appoint joint defense counsel to defend the claim, action or proceeding arising out of the concurrent acts or omissions of ASPCA and Agency. Joint defense counsel shall be selected by mutual agreement of the Agency and the ASPCA. The Agency and the ASPCA agree to share the costs of such joint defense and any agreed settlement in equal amounts, except as provided in paragraph XV(E) below or as otherwise provided in such written joint defense agreement. The Agency and the ASPCA further agree that neither party may bind the other to a settlement agreement without the written consent of both Agency and ASPCA.

E. **Reimbursement and/or Reallocation:** Where a trial verdict or arbitration award allocates or determines the comparative fault of the parties, the Agency and the ASPCA may seek reimbursement and/or reallocation of defense costs, settlement payments, judgments, and awards, consistent with such comparative fault.

F. **Limitation of Liability.** Neither Party shall be liable to the other Party for any incidental, consequential, indirect, special, or punitive damages arising in connection with this Agreement or its termination or the breach of any obligation arising hereunder, whether for breach of contract, tort, negligence, or other form of action.

XVI. **ENTIRE AGREEMENT; AMENDMENT; COUNTERPARTS:** This Agreement constitutes and contains the entire agreement between the Parties with respect to the subject matter herein, supersedes all prior written or oral understandings and agreements relating thereto, and may not be changed, modified, amended, or supplemented, except by written agreement of both Parties. This Agreement may be executed in counterparts, each of which shall be deemed an original, and which collectively will be deemed one document. This Agreement may be executed electronically, and such signature shall have the same effect as an original signature. By signing this Agreement, the signer represents that they have the authority to bind the Party on whose behalf the signer has executed the Agreement.

XVII. **TERM, TERMINATION:** This Agreement shall be effective as of the Effective Date and shall remain in effect until terminated by either party upon fifteen (15) days' written notification to the other party.

[Signature page follows.]

Approved and agreed to by:

ASPCA

Tim Rickey
Vice President, National Field Response
American Society for the Prevention of Cruelty to Animals
424 East 92nd Street
New York, NY 10128

Date

AGENCY: Broome County Office of Emergency Services

Date

EXHIBIT A [FILL OUT ELECTRONICALLY SUBSTANTIALLY IN THIS FORM]

REQUIRED INFORMATION

Each request for assistance shall be accompanied by the following information, to the extent known:

1. General description of the damage sustained or threatened:

2. Identification of the emergency service function or functions for which assistance is needed (e.g., emergency medical, search and rescue, transportation, communications, planning and information assistance, resource support, assistance with investigations of alleged animal cruelty, and other services, etc.), and the particular type of assistance needed:

3. Identification of the type of assistance needed:

4. Amount and type of personnel, equipment, materials, and supplies needed and a reasonable estimate of the length of time that each will be needed:

5. Need for sites, structures, or buildings to serve as relief centers or staging areas for incoming personnel, goods, equipment, and services:

6. Estimated time and a specific place for a representative of Agency to meet the personnel and equipment of the ASPCA:

7. List the names of other organizations which you have also asked to help or with which you have an existing MAA or MOU:

8. Please list what services you, or another organization, are willing to provide:

BROOME COUNTY MEMORANDUM

TO: DEPARTMENTAL PERSONNEL PER DISTRIBUTION
FROM: ANN MARIE SUER, PETER ROSEBOOM; LAW DEPARTMENT
DATE: 12/29, 2015
RE: CA 2810 TERM: 10/5/15 - 10/5/20

Enclosed please find a fully executed copy of the above-captioned agreement for your files. Appropriate vouchers, together with required backup information, in reference to said agreement may now be submitted to Audit & Control to begin processing for payment.

This contract was approved by:

Purchasing on _____

BAC on _____

Res. No. 312 on 9/24/15

Enc.

CC: AUDIT & CONTROL

DISTRIBUTION:

OES

Last updated March 3, 2015



RECEIVED
DEC 28 2015
BROOME COUNTY
ATTORNEY'S OFFICE

CA 2810

**Memorandum of Understanding
between
The American Society for the
Prevention of Cruelty to Animals
("ASPCA")
and
Broome County Office of Emergency
Services
("Broome County")**

**Memorandum of Understanding Between
American Society for the Prevention of Cruelty to Animals and Broome County Office of
Emergency Services**

I. Purpose

The purpose of this Memorandum of Understanding (this "Agreement") is to create a working relationship between The American Society for the Prevention of Cruelty to Animals ("ASPCA") and Broome County Office of Emergency Services ("Broome County") and to identify and coordinate assistance and animal rescue efforts in preparing for, responding to, and recovering from Disasters (as defined below) affecting animals. Each of the ASPCA and Broome County shall be referred to herein as a "Party" and together, as the "Parties."

The Parties' objective is to maximize the welfare of animals and their owners and caregivers before, during, and after a major incident, and to minimize the loss of life and animal suffering that might occur following such an incident. This Agreement shall be effective as of October 5th, 2015 (the "Effective Date").

The Parties have determined that it is in the best interests of themselves and the communities they shall assist, including, but not limited to, Broome County, New York, to foster communications and to share resources, personnel, and equipment in the event of a Disaster.

This Agreement provides the broad framework for cooperation and communication between ASPCA and Broome County in providing assistance and service to animal victims of Disaster as well as for other services for which cooperation may be mutually beneficial.

II. Concept of Operations

ASPCA and Broome County are separate and independent entities. As such, each Party retains its own identity in providing services, and each Party is responsible for establishing its own policies and financing and insuring its own activities.

III. Definitions

- a. **Assisting Party:** The ASPCA, in its capacity as a provider of equipment, services, animal housing, and/or personnel for the Requesting Party under this Agreement.
- b. **Authorized Representative:** Each person listed as an authorized representative of a Party in Exhibit A hereto. The list of names, titles and contact information in Exhibit A shall be updated as needed by each Party by means of a written notification.
- c. **Disaster:** Any natural or manmade situation that causes animal suffering or creates animal needs that cannot be met by a community, including, but not limited to, Broome County, without outside assistance, like that which can be requested from and provided by ASPCA.
- d. **Requesting Party:** Broome County

**Memorandum of Understanding Between
American Society for the Prevention of Cruelty to Animals and Broome County Office of
Emergency Services**

e. Responding Team: ASPCA

IV. Methods of Cooperation

In order that the resources of the ASPCA and Broome County may be coordinated and best utilized when providing Disaster relief services under this Agreement, both Parties agree to the following principles:

- a. Each Party agrees that any Disaster response provided pursuant to this Agreement shall utilize best practices and guidelines as established in the National Incident Management System (NIMS).
- b. Close liaison shall be maintained between ASPCA and Broome County through the use of meetings, telephone conferences, email, and other means in the event of a Disaster. Communication will include requests for assistance, situation reports, and other disaster-related communications. Each Party will share current data regarding the Disaster, disaster declarations and changes in personnel, policies, and legislation. The interaction and liaison shall be encouraged at all levels of both Parties' organizations.
- c. ASPCA and Broome County will distribute this Agreement internally and shall urge full cooperation. Without limiting the generality of the foregoing, Broome County shall notify potentially responsible agencies, including but not limited to law enforcement and/or the fire department, of its arrangement with the ASPCA under this Agreement.
- d. ASPCA and Broome County will keep each other updated as to the Authorized Representatives to contact for emergency assistance or response.
- e. The use of the ASPCA's name or logo shall not be permitted without the express written agreement of the ASPCA, in advance.

V. Disaster Response Coordination

- a. **Requesting Assistance:** The Requesting Party may directly contact the Authorized Representative of the Assisting Party and shall provide him/her with the following information:
 - i. A general description of the damage sustained or threatened;
 - ii. Identification of the emergency service function or functions for which assistance is needed (e.g. emergency medical, search and rescue, transportation, communications, planning and information assistance, resource support, temporary animal sheltering, assistance with investigations of alleged animal cruelty, and other services, etc.);

**Memorandum of Understanding Between
American Society for the Prevention of Cruelty to Animals and Broome County Office of
Emergency Services**

- iii. The amount and type of personnel, equipment, materials, temporary housing, and supplies needed and a reasonable estimate of the length of time that each will be needed;
- iv. The need for sites, structures, or buildings to serve as relief centers or staging areas for incoming personnel, goods, equipment, and services;
- v. Contact name and number of a person for the Responding Team to meet;
- vi. The means for the Responding Team to enter the disaster area;
- vii. Official requests for assistance from a state, federal, or local authority, as applicable, that are not party to this Agreement; and
- viii. The names of any other entities that have also been asked to assist.

This information may be provided on the form attached to this Agreement as Exhibit B, or by any other available means. The request for assistance shall also include information detailing the nature of the original request from the authorities authorizing the response to the disaster, if applicable. The Parties understand and agree that any response to a natural disaster will be based on the National Incident Management System model and fall under the umbrella of the established Emergency Operations Center for each incident. The Parties further understand and agree that any response to a large-scale animal seizure or other similar type of manmade Disaster may be under the jurisdiction of federal, state or local law enforcement authorities that are not party to this Agreement.

A request for assistance must be in writing and delivered by fax, email, or other agreed-upon method. The Requesting Party shall only request the assistance of the Assisting Party if the Requesting Party has approval of the proper authorities as necessary for the Assisting Party to provide the assistance requested, such authorities to include, but not be limited to, federal, state, or local law enforcement authorities that are not party to this Agreement, as well as emergency management authority and/or private shelters or veterinary offices, hospitals, or clinics whose facilities may be necessary to provide the requested assistance. All requests for assistance will be handled on a priority basis, and the ASPCA has the right to refuse assistance when resources are limited.

- b. **Written Acknowledgment:** The Assisting Party shall respond to each request for assistance by the quickest practical means, and shall provide a written acknowledgment of its receipt of such request. Each request will be considered based upon the resources available at the time such request is received. Upon receiving a request, ASPCA will determine whether, and the extent to which, to deploy available resources to assist Broome County in accordance with such request. If additional resources are needed beyond what ASPCA provides, ASPCA, in conjunction with Broome County, may communicate with the

**Memorandum of Understanding Between
American Society for the Prevention of Cruelty to Animals and Broome County Office of
Emergency Services**

National Animal Rescue and Sheltering Coalition (NARSC) to secure additional resources, subject to the terms of this Agreement.

The form included as Exhibit C hereto is provided as an example of the format to be used for each written acknowledgment to ensure the transmission of the necessary information.

- c. **Costs of Assistance:** Each Party shall be responsible for all of its own costs associated with its Disaster or emergency response efforts. ASPCA and Broome County shall not be liable for any portion of any expenses incurred by the other unless it has been expressly agreed upon in writing, prior to the incurrence of the expense.
- d. **Period of Assistance:** The period of assistance shall be the time (i) beginning with (1) the departure of any personnel and/or equipment of the Assisting Party from any point for the purpose of traveling to the Requesting Party in order to provide assistance or (2) the admission of the first animal into a temporary housing facility provided pursuant to this Agreement, and (ii) ending upon (1) the return of all personnel and equipment of the Assisting Party, after providing the assistance requested, to their residence or regular place of work, whichever occurs first, or (2) the departure of the last animal that was admitted into a temporary housing facility provided pursuant to this Agreement.
- e. **Supervision and Control:** Each of the ASPCA and Broome County shall be separately responsible for the operation and maintenance of its own personnel, equipment, and resources, and each Party's personnel, equipment, and resources shall generally remain under the operational control of such Party. Neither Party shall be liable to the other Party for any injury to the other Party's personnel or damage to the other Party's equipment or other resources so long as such Party does not act with gross negligence or intentional misconduct. ASPCA and Broome County shall each maintain daily personnel time records, material records, a log of equipment hours, and daily activity reports to be provided to each other upon request. The ASPCA reserves the right under this Agreement to withdraw its resources at any time, subject to reasonable notice to Broome County. At least seventy-two hours advance notification of intent to disallow continued access to temporary housing and at least twenty-four hours advance notification of intent to withdraw any other resources or personnel shall be provided to Broome County unless such notice is not practicable; in which case, such notice as is reasonable shall be provided. Equipment purchased in connection with responding to a disaster pursuant to this Agreement will remain the property of the purchasing Party, unless otherwise agreed in writing.
- f. **Food; Housing; Self-Sufficiency:** ASPCA and Broome County personnel and equipment should be, to the greatest extent possible, self-sufficient for operations in areas stricken by Disasters or emergencies.

**Memorandum of Understanding Between
American Society for the Prevention of Cruelty to Animals and Broome County Office of
Emergency Services**

- g. Publicity:** ASPCA and Broome County shall make every effort to keep the public informed of their cooperative efforts. Whenever possible, onsite signage, press releases, interviews and other communications efforts shall indicate the involvement of both ASPCA and Broome County. When possible, advance notice and review of releases/reports shall be given by each Party to the other. The Assisting and Requesting Parties agree to share photography, videography and other materials that can be used for publicity purposes with the understanding that the Party responsible for procuring said materials is credited as the source; provided, however, that in the case of animal cruelty, the appropriate jurisdictional authority shall have the final approval on any press releases or photographs released in relation to such animal cruelty. The Parties acknowledge and agree that any such photographs, videos, and/or other materials may be used for any lawful purpose, including fundraising purposes. Without such permission, neither Requesting Party nor Assisting Party may use any materials for publicity purposes that were gathered at any actual or potential crime scene. If applicable, results arising from joint studies between ASPCA and Broome County shall be jointly owned and both Parties shall retain ownership and access without inhibition.
- h. Treatment of Evidence:** In the case of Disasters involving animal cruelty or neglect, whether in a civil or criminal context, both Parties agree to prepare and/or maintain actual or potential evidence, including, but not limited to, animals photographs, reports, medical records, and/or bodies of deceased animals, in a professional manner that preserves the chain of custody and provide evidence to law enforcement or agency personnel in a professional manner that documents the chain of custody in accordance with industry standards, including, but not limited to, documenting the custody, control, transfer, analysis, and/or disposition of all evidence. The ASPCA shall cooperate with the directives from the County and the court, including participating in discovery and testifying at any hearing or trial.
- i. Fundraising:** Broome County recognizes the ASPCA's dependence on voluntary public financial support to carry out disaster relief efforts. ASPCA shall be free to make special appeals independently of Broome County to the public and to its members, if any, for funding.
- j. Non-Exclusive Agreement.** This Agreement is non-exclusive; ASPCA and Broome County reserve the right to form similar agreements with other parties. If more than one party is assisting, it is strongly encouraged that the Requesting Party seek an agreement with both Parties that requires all parties share information in a way similar to what is outlined under the above "Methods of Cooperation," section IV.
- k. Insurance:** ASPCA and Broome County shall each carry its own insurance covering its individual organization and field operations.

**Memorandum of Understanding Between
American Society for the Prevention of Cruelty to Animals and Broome County Office of
Emergency Services**

- l. ASPCA Mission:** In the course of responding to a disaster, either as the Requesting Party or the Assisting Party, Broome County may not take any actions or make any public statements that are in contravention of the ASPCA's mission to provide effective means for the prevention of cruelty to animals throughout the United States.

- m. Confidentiality:** To the extent permitted by freedom of information and other public records laws, ASPCA and Broome County agree to keep, and to ensure that their respective employees, agents, representatives, and volunteers keep, confidential all materials and information that are provided by ASPCA or Broome County (as the "Disclosing Party") in connection with its performance under this Agreement and that are not made available to the general public, including without limitation, financial information, and information and materials about either Party's or its affiliates' operations, campaigns, and/or strategic or tactical plans (collectively the "Confidential Information").

Except where required by freedom of information and other public records laws, the ASPCA and Broome County shall, ensure that their employees, agents, representatives, and volunteers do not, use, disclose, or publish any Confidential Information without proper written approval of the Disclosing Party either during or subsequent to the term of this Agreement except that the ASPCA's and Broome County's employees, agents, representatives, and volunteers may use the information during the term of this Agreement to the extent (and only to the extent) necessary to perform services pursuant to this Agreement. All Confidential Information shall at all times be and remain the exclusive property of the Disclosing Party.

VI. Liability and Indemnification:

- a.** No Party shall hold the other liable for any loss or expense, to include third Party complaints or litigation, resulting from the actions of the other, so long as they are within the bounds of normal and reasonable operating protocols and procedures.

- b.** ASPCA shall defend, hold harmless and indemnify Broome County and its officers, agents, employees, volunteers and each of them in all capacities from and against all claims, causes of action, lawsuits, costs, damages, fines, judgments, penalties, losses, liabilities or expenses arising from any services or activities undertaken by Broome County pursuant to this Agreement, which arise directly or indirectly as a result of or in connection with an unlawful or grossly negligent act or omission of the ASPCA or its officers, employees, agents or contractors, except to the extent that any act or omission on the part of Broome County or any person acting on behalf of Broome County contributed to the loss, liability or cost.

- c.** Broome County shall defend, hold harmless and indemnify ASPCA and its officers, agents, employees, volunteers and each of them in all capacities from

**Memorandum of Understanding Between
American Society for the Prevention of Cruelty to Animals and Broome County Office of
Emergency Services**

and against all claims, causes of action, lawsuits, costs, damages, fines, judgments, penalties, losses, liabilities or expenses arising from any services or activities undertaken by ASPCA pursuant to this Agreement, which arise directly or indirectly as a result of or in connection with an unlawful or grossly negligent act or omission of Broome County or its officers, employees, agents or contractors, except to the extent that any act or omission on the part of the ASPCA or any person acting on behalf of the ASPCA contributed to the loss, liability or cost.

- d. Nothing in this Agreement shall be so construed as to create a relationship of employer and employee, or principal and agent, partnership or joint venture as between ASPCA and Broome County. Nothing in this Agreement shall be so construed as to provide either Party with the authority to bind the other to any agreement, undertaking, cost, liability or expense of any nature without the express written consent of the other.

VII. Entire Agreement; Amendment; Counterparts

This Agreement constitutes and contains the entire agreement between the Parties with respect to the subject matter herein, supersedes all prior written or oral understandings and agreements relating thereto, and may not be changed, modified, amended or supplemented, except by written consent of both Parties. This Agreement may be executed in counterparts, each of which shall be deemed an original, and which collectively will be deemed one document.

VIII. Periodic Review

ASPCA and Broome County shall, on an annual basis, on or around the anniversary date of this Agreement, jointly evaluate progress in the implementation of this Agreement and revise and develop new plans or goals as appropriate.

IX. Term; Termination

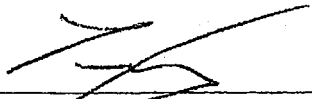
This Agreement shall be effective as of the Effective Date and shall remain in effect for five years following the Effective Date. This Agreement may be renewed for an additional period of five years, but may be terminated by fifteen (15) days' written notification from either Party at any time.

[Signature page follows.]

**Memorandum of Understanding Between
American Society for the Prevention of Cruelty to Animals and Broome County Office of
Emergency Services**

Approved by:

ASPCA

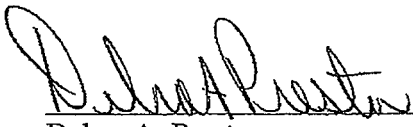


The American Society for the Prevention
of Cruelty to Animals
By: Tim Rickey
Vice President, Field Investigations and Response
424 East 92nd Street
New York, NY 10128

12-21-15

Date

BROOME COUNTY



Debra A. Preston
County Executive
Broome County
60 Hawley Street
Binghamton, New York 13905

10/5/15

Date

Approved as to form
By: CLB
BROOME COUNTY
ATTORNEY'S OFFICE

Resolution 15-312

Memorandum of Understanding Between
American Society for the Prevention of Cruelty to Animals and Broome County Office of
Emergency Services

EXHIBIT A—AUTHORIZED REPRESENTATIVES
**ORGANIZATION NAME: THE AMERICAN SOCIETY FOR THE
PREVENTION OF CRUELTY TO ANIMALS**

424 East 92nd Street
New York, NY 10128

Authorized Representatives to Contact for Emergency Assistance

Primary Representative

Name: Dick Green

Title: Director, Disaster Response

Address: 424 East 92nd Street, New York, NY 10128

Day Phone: 917-675-0653 Night Phone: Same

First Alternate Representative

Name: Tim Rickey

Title: Vice President, Field Investigations and Response

24-hour Telephone Number: 646-599-2742

Address: 424 East 92nd Street, New York, NY 10128

Day Phone: 636-629-0640 Night Phone: _____

Second Alternate Representative

Name: Elizabeth Dominguez

Title: Manager, Disaster Response

Address: 424 East 92nd Street, New York, NY 10128

Day Phone: (646) 942-8939 Night Phone: Same

Pager: _____ Fax: _____

**Memorandum of Understanding Between
American Society for the Prevention of Cruelty to Animals and Broome County Office of
Emergency Services**

**EXHIBIT A – Organization Name:
Broome County Office of Emergency Services**

Mailing Address: 153 Lt. VanWinkle Drive, Public Safety Facility
City, State, Zip Code: Binghamton, New York 13905

Authorized Representatives to Contact for Emergency Assistance

Primary Representative

Name: Raymond Serowik

Title: Interim Director

24-hour Telephone Number: 607-778-1918

Address: 153 Lt. VanWinkle Drive, Public Safety Facility, Binghamton, NY 13905

Day Phone: 607-778-2184 Night Phone: 607-343-2552

Pager: _____ Fax: 607-778-1150

First Alternate Representative

Name: Michael A. Ponticiello

Title: Disaster Preparedness Coordinator

Address: 153 Lt. VanWinkle Drive, Public Safety Facility, Binghamton, NY 13905

Day Phone: 607-778-1178 Night Phone: 607-206-6536

Pager: _____ Fax: 607-778-1150

Second Alternate Representative

Name: Patricia Sullivan-Bennett

Title: BCART Coordinator

Address: 153 Lt. VanWinkle Drive, Public Safety Facility, Binghamton, NY 13905

Day Phone: 607-217-4089 Night Phone: 607-624-2697

Pager: _____ Fax: _____

**Memorandum of Understanding Between
American Society for the Prevention of Cruelty to Animals and Broome County Office of
Emergency Services
EXHIBIT B**

REQUIRED INFORMATION

Each request for assistance shall be accompanied by the following information, to the extent known:

1. General description of the damage sustained or threatened:

2. Identification of the emergency service function or functions for which assistance is needed (e.g. emergency medical, search and rescue, transportation, communications, planning and information assistance, resource support, assistance with investigations of alleged animal cruelty, and other services, etc.), and the particular type of assistance needed:

3. Identification of the type of assistance needed:

**Memorandum of Understanding Between
American Society for the Prevention of Cruelty to Animals and Broome County Office of
Emergency Services**

4. Amount and type of personnel, equipment, materials, and supplies needed and a reasonable estimate of the length of time that each will be needed:

5. Need for sites, structures or buildings to serve as relief centers or staging areas for incoming personnel, goods, equipment, and services:

6. Estimated time and a specific place for a representative of the Requesting Party to meet the personnel and equipment of any Assisting Party:

7. List the names of other organizations which you have also asked to help or with which you have an existing MAA or MOU:

8. Please list what services you, or another organization, are willing to provide:

**Memorandum of Understanding Between
American Society for the Prevention of Cruelty to Animals and Broome County Office of
Emergency Services
EXHIBIT C**

ACKNOWLEDGMENT

To be completed by each Assisting Party.

NAME OF THE ASSISTING PARTY: _____

AUTHORIZED REPRESENTATIVE: _____

CONTACT NUMBER/PROCEDURES: _____

1. Assistance to be Provided:

| <u>Resource Type</u> <u>Date/Time</u> | <u>Amount</u> | <u>Est. Arrival</u> |
|--|---------------|---------------------|
|--|---------------|---------------------|

2. Availability of Additional Resources:

3. Time Limitations on Resources Provided, if any:

Intro No. 20
Date 1/19/23
Reviewed by CO5
Co. Attorney
Date 1/3/23

RESOLUTION
BROOME COUNTY LEGISLATURE
BINGHAMTON, NEW YORK

Sponsored by: Public Safety & Emergency Services and Finance Committees

RESOLUTION AUTHORIZING ACCEPTANCE OF FUNDING FROM THE GOVERNOR'S TRAFFIC SAFETY COMMITTEE FOR THE DEPARTMENT OF PROBATION'S IGNITION INTERLOCK DEVICE MONITORING PROGRAM FOR 2022-2023

WHEREAS, the Director of Probation requests authorization to accept Governor's Traffic Safety Committee funding in the amount of \$8,097 for the Department of Probation's Ignition Interlock Device Monitoring Program for the period October 1, 2022 through September 30, 2023, and

WHEREAS, said funding will help defray the costs of implementing Leandra's Law and the supervision and monitoring associated with Ignition Interlock Devices, now, therefore, be it

WHEREAS, the New York State Division of Criminal Justice Services will reimburse Broome County agencies for each sentencing order received which requires Ignition Interlock Device installation and monitoring, total amount not to exceed \$8,097, for the period October 1, 2022 through September 30, 2023, and

RESOLVED, that this County Legislature hereby authorizes and approves acceptance of funding from the New York State Division of Criminal Justice Services, 4 Tower Place, Albany, New York 12203 for the Department of Probation's Ignition Interlock Device Monitoring Program for the period October 1, 2022 through September 30, 2023, total amount not to exceed \$8,097, and be it

FURTHER RESOLVED, that the Department of Probation's reimbursement funding authorized above shall be credited to budget line 21010003.5000946 (Probation 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, 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 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.

Intro No. 21
Date 1/19/23
Reviewed by AB
Co. Attorney
Date 12/30/22

RESOLUTION
BROOME COUNTY LEGISLATURE
BINGHAMTON, NEW YORK

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

RESOLUTION AUTHORIZING ACCEPTANCE OF THE GUN INVOLVED VIOLENCE ELIMINATION (GIVE) INITIATIVE PROGRAM GRANT FOR THE DEPARTMENT OF PROBATION AND ADOPTING A PROGRAM BUDGET FOR 2023

WHEREAS, the Director of Probation requests authorization to accept the Gun Involved Violence Elimination (GIVE) Initiative Program Grant for the Department of Probation and adopt a program budget in the amount of \$72,000 for the period January 1, 2023 through September 30, 2023, and

WHEREAS, said program grant provides funding for partial salaries of two officers, electronic monitoring, overtime pay and training for officers, now, therefore, be it

RESOLVED, that this County Legislature hereby authorizes and approves acceptance of \$72,000 from New York State Division of Criminal Justice Services, 80 South Swan Street, Albany, New York 12210, for the Department of Probations Gun Involved Violence Elimination Initiative Program Grant for the period January 1, 2023 through September 30, 2023, 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 \$72,000, 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

GIVE INITIATIVE BUDGET

| | |
|---|-----------------|
| PERSONNEL -To fund two partial probation officers | \$40,829 |
| ELECTRONIC MONITORING- | \$ 20,373 |
| LOST/DAMAGE EQUIPMENT | \$ 2000 |
| OVERTIVE | \$ 5798.00 |
| Training/Travel | \$3000 |
| TOTAL | <u>\$72,000</u> |

Intro No. 22
Date 1/19/23
Reviewed by [Signature]
Co. Attorney
Date 12-30-2022

RESOLUTION
BROOME COUNTY LEGISLATURE
BINGHAMTON, NEW YORK

Sponsored by: Health & Human Services and Personnel Committees

RESOLUTION APPROVING THE CREDENTIALING OF MEDICAL STAFF AT THE BROOME COUNTY HEALTH DEPARTMENT

WHEREAS, New York State's Official Compliance of Codes, Rules and Regulations requires the operator of an Article 28 Diagnostic and Treatment Center to review the assignment of clinical privileges for the medical staff every two years, and

WHEREAS, the Broome County Health Department's Medical Staff Credential Committee completed its review and recommends appointing the following physicians and nurse practitioners to the Health Department's medical staff, now, therefore, be it

RESOLVED, that this County Legislature hereby approves the credentials of the following physicians and nurse practitioners to the Health Department's medical staff and grants privileges as follows:

- Dr. Zachary Jones, Medical Director – Broome County Health Department - TB Clinic
 - Assess patients' history, perform physical examinations, prescribe courses of treatment, and monitor responses to treatment for patients who have active tuberculosis disease or latent tuberculosis infection.
 - Assist in the screening, assessment and management of patients who have latent or active tuberculosis infection.

- Dr. Vivek Kandanati, Medical Director -Broome County Health Department - TB Clinic
 - Assess patients' history, perform physical examinations, prescribe courses of treatment, and monitor responses to treatment for patients who have active tuberculosis disease or latent tuberculosis infection.
 - Assist in the screening, assessment and management of patients who have latent or active tuberculosis infection.

- Dr. Christopher Ryan, Medical Director, Broome County Health Department
Medical Director, Immunization Clinic
 - Assess, diagnose, treat or counsel patients with symptoms of potential exposure to or concerns about sexually transmitted infections.
 - In accordance with current policies and guidelines from the CDC, ACIP, and the Broome County Health Department, assess immunization status, prescribe immunizations for patients, authorize standing orders, administer administrations, and manage adverse effects.
 - Review the documentation of history, physical examination, and diagnostic testing provided by nurse practitioners and medical residents in the STD/HIV Clinic and Employee Health Services.
 - Interview, examine, test and assess candidates and employees in certain occupations to determine whether they meet the relevant medical standards for their duties or prospective duties.
 - Assist in the screening, assessment and management of patients who have latent or active tuberculosis infection.

Intro No. _____

Date _____

Reviewed by
Co. Attorney _____

Date _____

RESOLUTION
BROOME COUNTY LEGISLATURE
BINGHAMTON, NEW YORK

- Asses patients history, perform physical examinations, prescribe courses of treatment, and monitor responses to treatment for patients who have active tuberculosis disease or latent tuberculosis infection

Yvonne Johnston, Broome County Health Department - Public Health Nurse Practitioner

- Assess, diagnose, treat or counsel patients with symptoms of potential exposure to or concerns about sexually transmitted infections.
- In accordance with current policies and guidelines from the CDC, ACIP and the Broome County Health Department, assess immunization status, prescribe immunizations for patients, authorize standing orders, administer administrations, and manage adverse effects.
- Assist in the screening, assessment and management of patients who have latent or active tuberculosis infection.
- Interview, examine, test and assess candidates and employees in certain occupations to determine whether they meet the relevant medical standards for their duties or prospective duties.
- Assess patient's history, perform physical examination, prescribe course of treatment, and monitor responses to treatment for patients who have active tuberculosis disease or latent tuberculosis infection.

Andin Kovarik-Roeber, Broome County Health Department Public Health Nurse Practitioner

- Assess, diagnose, treat or counsel patients with symptoms of potential exposure to or concerns about sexually transmitted infections.
- In accordance with current policies and guidelines from the CDC, ACIP, and the Broome County Health Department, assess immunization status, prescribe immunizations for patients, authorize standing orders, administer administrations, and manage adverse effects.
- Assist in the screening, assessment and management of patients who have latent or active tuberculosis infection.
- Interview, examine, test and assess candidates and employees in certain occupations to determine whether they meet the relevant medical standards for their duties or prospective duties.
- Review the documentation of history, physical examination, and diagnostic testing provided by nurse practitioners and medical residents in the STD/HIV Clinic.

Blenda Smith, Broome County Health Department Public Health Nurse Practitioner

- Assess, diagnose, treat or counsel patients with symptoms of potential exposure to or concerns about sexually transmitted infections.
- In accordance with current policies and guidelines from the CDC, ACIP, and the Broome County Health Department, assess immunization status, prescribe immunizations for patients, authorize standing orders, administer administrations, and manage adverse effects.
- Review the documentation of history, physical examination, and diagnostic testing provided by nurse practitioners and medical residents in the STD/HIV Clinic.
- *Note: Blenda Smith's employment predates national certification of Nurse Practitioners; she is grandfathered in.*

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

Intro No. 23
Date 1/19/2023
Reviewed by RG
Co. Attorney
Date 1/23/22

RESOLUTION
BROOME COUNTY LEGISLATURE
BINGHAMTON, NEW YORK

Sponsored by: Personnel, Economic Development, Education & Culture and Finance Committees

RESOLUTION AUTHORIZING AMENDMENT TO RESOLUTION 2022-400 AUTHORIZING THE HOURLY RATE SCHEDULE FOR NON-UNION, TEMPORARY AND SEASONAL EMPLOYEES FOR 2023

WHEREAS, this County Legislature, by Resolution 400 of 2022, authorized the Hourly Rate Schedule for Non-Union, Temporary and Seasonal Employees for 2023, and

WHEREAS, it is necessary to authorize the amendment of said Resolution to reflect the correct hourly rate of \$15.70 for Head Usher, now, therefore, be it

RESOLVED, that this County Legislature hereby authorizes an amendment to Resolution 2022-400 to reflect the correct hourly rate of \$15.70 for Head Usher, and be it

FURTHER RESOLVED, that Resolution 400 of 2022, to the extent consistent herewith, shall remain in full force and effect, 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.

Intro No. 24
Date 1/19/2023
Reviewed by [Signature]
Co. Attorney
Date 12/23/22

RESOLUTION
BROOME COUNTY LEGISLATURE
BINGHAMTON, NEW YORK

Sponsored by: Personnel, Health & Human Services and Finance Committees

RESOLUTION AUTHORIZING PERSONNEL CHANGE REQUEST FOR THE BROOME COUNTY HEALTH DEPARTMENT

RESOLVED, that in accordance with a request contained in PCR #3765 from the Broome County Health Department, this County Legislature hereby creates the position of Supervising Public Health Educator, Grade 21, Union Code 07, BAPA, minimum hourly salary of \$28.79, 18.75 hours weekly, Part-Time, budget line 6001001.1011.25010004.2510669 effective January 1, 2023.

Intro No. 25
 Date 1/19/2023
 Reviewed by (Signature)
 Co. Attorney
 Date 12/23/22

RESOLUTION
BROOME COUNTY LEGISLATURE
 BINGHAMTON, NEW YORK

Sponsored by: Finance, Public Works & Transportation and Economic Development, Education & Culture Committees

RESOLUTION AMENDING THE 2022 CAPITAL IMPROVEMENT PROGRAM

RESOLVED, that the 2022 Capital Improvement Program is hereby amended as follows:

FROM

| <u>Code</u> | <u>Project Name</u> | <u>Total</u> | <u>Estimated Construction Cost:</u> | | |
|-------------|--------------------------------|--------------|-------------------------------------|--------------|--------------|
| | | | <u>Fed/Other*</u> | <u>State</u> | <u>Other</u> |
| 4320061 | Parks Equipment Replacement II | \$650,000 | \$625,000 | \$0 | \$25,000 |

| <u>Local Finance Law Section 11</u> | | | <u>How Financed:</u> | |
|-------------------------------------|------------|------------|----------------------|------------------------|
| <u>Year Start</u> | <u>YPU</u> | <u>LFL</u> | <u>Bond</u> | <u>Current Revenue</u> |
| 2022 | 5 | 32 | \$650,000 | \$0 |

TO

| <u>Code</u> | <u>Project Name</u> | <u>Total</u> | <u>Estimated Construction Cost:</u> | | |
|-------------|--------------------------------|--------------|-------------------------------------|--------------|--------------|
| | | | <u>Fed/Other*</u> | <u>State</u> | <u>Other</u> |
| 4320061 | Parks Equipment Replacement II | \$500,000 | \$500,000 | \$0 | \$0 |

| <u>Local Finance Law Section 11</u> | | | <u>How Financed:</u> | |
|-------------------------------------|------------|------------|----------------------|------------------------|
| <u>Year Start</u> | <u>YPU</u> | <u>LFL</u> | <u>Bond</u> | <u>Current Revenue</u> |
| 2022 | 5 | 32 | \$500,000 | \$0 |

And

FROM:

| <u>Code</u> | <u>Project Name</u> | <u>Total</u> | <u>Estimated Construction Cost:</u> | | |
|-------------|---|--------------|-------------------------------------|--------------|---------------|
| | | | <u>Fed/Other*</u> | <u>State</u> | <u>County</u> |
| 4320060 | Parks Facility Repairs & Renovations II | \$849,500 | \$185,000 | \$0 | \$664,500 |

| <u>Local Finance Law Section 11</u> | | | <u>How Financed:</u> | |
|-------------------------------------|------------|------------|----------------------|------------------------|
| <u>Year Start</u> | <u>YPU</u> | <u>LFL</u> | <u>Bond</u> | <u>Current Revenue</u> |
| 2022 | 15 | 19-c | \$849,500 | \$0 |

Intro No. 25
 Date 1/19/2023
 Reviewed by _____
 Co. Attorney _____
 Date _____

RESOLUTION
BROOME COUNTY LEGISLATURE
BINGHAMTON, NEW YORK

TO:

| <u>Code</u> | <u>Project Name</u> | <u>Total</u> | <u>Estimated Construction Cost:</u> | | <u>County</u> |
|-------------|---|--------------|-------------------------------------|--------------|---------------|
| | | | <u>Fed/Other*</u> | <u>Other</u> | |
| 4320060 | Parks Facility Repairs & Renovations II | \$999,500 | \$310,000 | \$25,000 | \$664,500 |

| <u>Local Finance Law Section 11</u> | | | <u>How Financed:</u> | |
|-------------------------------------|------------|------------|----------------------|------------------------|
| <u>Year Start</u> | <u>YPU</u> | <u>LFL</u> | <u>Bond</u> | <u>Current Revenue</u> |
| 2022 | 15 | 19-c | \$999,500 | \$0 |

FURTHER RESOLVED, that the Director of the Office of Management and Budget is hereby authorized to make a short term, non-interest bearing loan from the General Fund and/or the Enterprise Fund to provide sufficient cash to proceed, and be it

FURTHER RESOLVED, that the Director of the Office of Management and Budget and Comptroller are hereby authorized to process any paperwork necessary to implement the intent of this Resolution.

Intro No.

Date

Reviewed by
Co. Attorney

Date

26

1/19/23

(62)

1/4/23

RESOLUTION
BROOME COUNTY LEGISLATURE
BINGHAMTON, NEW YORK

Sponsored by: Finance Committee

RESOLUTION APPROVING THE SALE OF IN REM FORECLOSURE PROPERTIES TO THE FORMER OWNERS AND REINSTATING 2022-2023 CITY OF BINGHAMTON SCHOOL TAXES

WHEREAS, the County of Broome now owns certain parcels of real property by virtue of the completion of in-rem foreclosure proceedings, and

WHEREAS, in conformity with the procedures established by this County Legislature and in accordance with all applicable laws, the Director of Real Property Tax Services requests authorization to sell said properties to the former owners as indicated on Exhibit "A" and reinstate 2022-2023 City of Binghamton School taxes, now therefore, be it

RESOLVED, that this County Legislature hereby authorizes the sale of In-rem foreclosure properties to the former owners as indicated on Exhibit "A" attached herewith, and be it

FURTHER RESOLVED, that this County Legislature hereby authorizes the reinstatement of 2022-2023 City of Binghamton School taxes for those properties on Exhibit "A" located in the City of Binghamton, and be it

FURTHER RESOLVED, that the County Executive or his duly authorized representative is hereby authorized to execute quit claim deeds, approved as to form by the Department of Law, conveying the properties listed above to the former owners, together with other such documents as may be necessary to implement the intent of this Resolution.

Schedule A

Request to Sellback to former owners and reinstate 2022-2023 City School Taxes

| Index | Serial | Tax Map | Town | Location | Former Owner Last Name(s) | Address | Base Tax | Taxes/Interest/Penalties & Admin |
|----------------|--------|-------------|--------------------|---------------------|--|--|--------------|----------------------------------|
| EFCA2020002521 | 222 | 083.00-1-9 | COLESVILLE | 160 Pratt Rd | Gerladine M. Kolb, Kenneth G. Kolb, Heather Rogers, Veronica Baethge, Kaci R. Kolb | 160 Pratt Rd. Harpursville NY 13787 | \$ 3,701.86 | \$ 5,813.73 |
| EFCA2020002521 | 698 | 053.01-2-16 | NANTICOKE | 3760 NYS Rte 26 | Mark Sterns & Dawn O'Malley | 3760 NYS Rte 26 Whitney Point NY 13862 | \$ 2,965.30 | \$ 2,415.27 |
| EFCA2020002521 | 795 | 237.03-1-15 | SANFORD | 58 Sherman Creek Rd | Muhammed Rezaul Haque & Nilufar Banu | 361 E 7th St. Brooklyn NY 11218 | \$ 3,002.73 | \$ 4,934.44 |
| EFCA2020002521 | 967 | 141.14-9-22 | UNION | 306 Murphy Ave | Joy Taylor & David Simmons | 712 Woods Rd., Vestal NY 13850 | \$ 16,005.44 | \$ 20,552.06 |
| EFCA2020002521 | 1077 | 143.24-2-38 | UNION | 188 Baldwin St N | Eli Kassis | 3113 Sally Dr. Vestal NY 13850 | \$ 14,814.71 | \$ 19,039.99 |
| EFCA2020002521 | 1253 | 156.20-1-8 | UNION | 508 Sunset Terr | Roundop Ventures LLC | 516 Overlook Terrace Endicott NY 13760 | \$ 1,050.54 | \$ 2,485.19 |
| | 15 | 143.67-1-3 | City of Binghamton | 64 Lake Ave | Daniel Austiin | 1238 Redlane Ext. Salem VA 24153 | \$ 2,392.51 | \$ 5,412.87 |
| EFCA2021000660 | 29 | 143.68-1-6 | CITY OF BINGHAMTON | 89 Glenwood Ave | Karlgt Enterprises Inc. | 329 Twist Run Rd. Endicott NY 13760 | \$ 7,836.24 | \$ 10,764.58 |
| EFCA2021000660 | 204 | 144.73-1-7 | CITY OF BINGHAMTON | 12 Franklin St | Connected Properties LLC | 64 Windmere Rd. Lincroft NJ 07738 | \$ 1,699.23 | \$ 3,514.82 |
| EFCA2021000660 | 261 | 144.80-4-14 | CITY OF BINGHAMTON | 193 Oak St | Ali Lema | 193 Oak St., Binghamton, NY 13905 | \$ 6,633.86 | \$ 12,059.16 |
| EFCA2021000660 | 349 | 145.70-3-34 | CITY OF BINGHAMTON | 76 Mason Ave | Nancy Leonard & Kimberly M. McCormack | 76 Mason Ave. Binghamton, NY 13904 | \$ 271.74 | \$ 1,533.34 |
| EFCA2021000660 | 774 | 160.73-1-6 | CITY OF BINGHAMTON | 1210 Vestal Ave | Matthew Forrest | 26 E. Montak Hwy, Hampton Bays, NY 11946 | 13176.87 | \$ 18,281.75 |

EXHIBIT A

Intro No. 27
 Date 1/19/2023
 Reviewed by MA
 Co. Attorney
 Date 1/23/22

RESOLUTION
BROOME COUNTY LEGISLATURE
 BINGHAMTON, NEW YORK

Sponsored by: Finance and Public Works & Transportation Committees

RESOLUTION AMENDING THE 2020 CAPITAL IMPROVEMENT PROGRAM

RESOLVED, that the 2020 Capital Improvement Program is hereby amended as follows:

FROM:

| <u>Code</u> | <u>Project Name</u> | <u>Total</u> | <u>Estimated Construction Cost:</u> | | |
|-------------|------------------------------|--------------|-------------------------------------|----------------|---------------|
| | | | <u>State</u> | <u>Federal</u> | <u>County</u> |
| 3120039 | 20 Bus Stop Sign Replacement | \$1,373,981 | \$1,053,981 | \$320,000 | \$0 |

| <u>Local Finance Law Section 11</u> | | | <u>How Financed:</u> | |
|-------------------------------------|------------|------------|----------------------|------------------------|
| <u>Year Start</u> | <u>YPU</u> | <u>LFL</u> | <u>Bond</u> | <u>Current Revenue</u> |
| 2020 | 15 | 35 | \$0 | \$0 |

TO:

| <u>Code</u> | <u>Project Name</u> | <u>Total</u> | <u>Estimated Construction Cost:</u> | | |
|-------------|------------------------------|--------------|-------------------------------------|----------------|---------------|
| | | | <u>State</u> | <u>Federal</u> | <u>County</u> |
| 3120039 | 20 Bus Stop Sign Replacement | \$2,373,981 | \$1,253,981 | \$1,120,000 | \$0 |

| <u>Local Finance Law Section 11</u> | | | <u>How Financed:</u> | |
|-------------------------------------|------------|------------|----------------------|------------------------|
| <u>Year Start</u> | <u>YPU</u> | <u>LFL</u> | <u>Bond</u> | <u>Current Revenue</u> |
| 2020 | 15 | 35 | \$0 | \$0 |

FURTHER RESOLVED, that the Director of the Office of Management and Budget is hereby authorized to make a short term, non-interest bearing loan from the General Fund and/or the Enterprise Fund to provide sufficient cash to proceed, and be it

FURTHER RESOLVED, that the Director of the Office of Management and Budget and Comptroller are hereby authorized to process any paperwork necessary to implement the intent of this Resolution.

Intro No. 28
Date 1/19/23
Reviewed by [Signature]
Co. Attorney
Date 1/3/23

RESOLUTION
BROOME COUNTY LEGISLATURE
BINGHAMTON, NEW YORK

Sponsored by: Finance Committee

RESOLUTION AUTHORIZING AN AGREEMENT WITH PMA MANAGEMENT CORPORATION FOR WORKERS COMPENSATION THIRD PARTY ADMINISTRATION SERVICES FOR THE OFFICE OF RISK AND INSURANCE FOR 2023-2027

WHEREAS, RFP 2022-054 Workers Compensation Claims Administration Services was issued, and

WHEREAS, the Risk Manager requests authorization for an agreement with PMA Management Group for Workers' Compensation Third Party Administration Services for the Office of Risk and Insurance at a cost not to exceed \$97,500 with a cap of \$10,000 per year for additional services if needed for the period April 1, 2023 through March 31, 2027, with the option for five one-year renewals, and

WHEREAS, said agreement is necessary for comprehensive claims handling, cost containment efforts, appropriate reporting for members of the program and actuarial and rehabilitation services in connection with the Broome County's Workers' Compensation Program, now, therefore, be it

RESOLVED, that this County Legislature hereby authorizes an agreement with PMA Management Corporation, 57589 Widewaters Parkway, Dewitt, New York 13214 for Workers' Compensation Third Party Administration Services for the Office of Risk and Insurance for the period April 1, 2023 through March 31, 2027, with the option for five one-year renewals, and be it

FURTHER RESOLVED, that in consideration of said services, the County shall pay the Contractor an amount not to exceed \$97,500 with a cap of \$10,000 per year for additional services if needed for the period April 1, 2022 through March 31, 2027, and be it

FURTHER RESOLVED, that the payments hereinabove authorized shall be made from budget line 18030001.6004569.2100 (Claims Administration), 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.

Intro No.

Date

Reviewed by
Co. Attorney

Date

29
1/19/23
[Signature]
12/22/22

RESOLUTION
BROOME COUNTY LEGISLATURE
BINGHAMTON, NEW YORK

Sponsored by: Public Works & Transportation and Finance Committees

RESOLUTION AUTHORIZING RENEWAL OF THE AGREEMENT WITH THE TOWN OF VESTAL FOR SNOW AND ICE CONTROL ON COUNTY ROADS AND HIGHWAYS FOR THE DEPARTMENT OF PUBLIC WORKS FOR 2023

WHEREAS, this County Legislature, by Resolution 511 of 2021, authorized renewal of the agreement with the Town of Vestal for snow and ice control on certain county roads and highways for the Department of Public Works at an amount \$14,060, for the period January 1, 2022 through December 31, 2022, and

WHEREAS, said agreement expires by its terms on December 31, 2022, and it is desired at this time to renew said agreement on substantially similar terms and conditions, at the rate of \$5,000 per centerline mile, total amount not to exceed \$19,000, for the period January 1, 2023 through December 31, 2023 now, therefore, be it

RESOLVED, that this County Legislature hereby authorizes the renewal of the agreement with the Town of Vestal, 605 Vestal Parkway West, Vestal, New York 13850 for the removal of snow and ice on certain county roads and highways for the Department of Public Works for the period January 1, 2023 through December 31, 2023, and be it

FURTHER RESOLVED, that in consideration of said services, the County shall pay the Contractor at the rate of \$5,000 per centerline mile, total amount not to exceed \$19,000 for the term of the agreement, and be it

FURTHER RESOLVED, that the payments hereinabove authorized shall be made from budget line 29010305.6004191.3120 (Outside Rental Machinery), 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.

Intro No. 30
Date 1/19/23
Reviewed by RG
Co. Attorney
Date 12/22/22

RESOLUTION
BROOME COUNTY LEGISLATURE
BINGHAMTON, NEW YORK

Sponsored by: Public Works & Transportation and Finance Committees

RESOLUTION AUTHORIZING RENEWAL OF THE AGREEMENT WITH THE TOWN OF TRIANGLE FOR SNOW AND ICE CONTROL ON COUNTY ROADS AND HIGHWAYS FOR THE DEPRATMENT OF PUBLIC WORKS FOR 2023

WHEREAS, this County Legislature, by Resolution 119 of 2022, authorized an agreement with the Town of Triangle for snow and ice control on certain county roads and highways for the Department of Public Works at the rate of \$4,700 per centerline mile, total amount not to exceed \$54,4260, for the period January 1, 2022 through December 31, 2022, and

WHEREAS, said agreement expires by its terms on December 31, 2022, and it is desired at this time to renew said agreement on substantially similar terms and conditions, at the rate of \$5,000 per centerline mile, total amount not to exceed \$57,900, for the period January 1, 2023 through December 31, 2023 now, therefore, be it

RESOLVED, that this County Legislature hereby authorizes the renewal of the agreement with the Town of Triangle, P.O. Box 289, 2612 Liberty Street, Whitney Point, New York 13862 for the removal of snow and ice on certain county roads and highways for the Department of Public Works for the period January 1, 2023 through December 31, 2023, and be it

FURTHER RESOLVED, that in consideration of said services, the County shall pay the Contractor at the rate of \$5,000 per centerline mile, total amount not to exceed \$57,900 for the term of the agreement, and be it

FURTHER RESOLVED, that the payments hereinabove authorized shall be made from budget line 29010305.6004191.3120 (Outside Rental Machinery), 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.

Intro No. 31
Date 1/19/23
Reviewed by (6)
Co. Attorney
Date 1/3/23

RESOLUTION
BROOME COUNTY LEGISLATURE
BINGHAMTON, NEW YORK

Sponsored by: Public Works & Transportation Committee

RESOLUTION CONFIRMING APPOINTMENTS TO MEMBERSHIP ON THE GREATER BINGHAMTON AIRPORT ADVISORY BOARD

WHEREAS, Jason Garnar, Broome County Executive, pursuant to the authority vested in him by Resolution 99-89 of the Broome County Charter and Administrative Code, has duly designated and appointed the following named individuals to membership on the Greater Binghamton Airport Advisory Board, for the terms indicated, subject to confirmation by this County Legislature:

| <u>NAME</u> | <u>TERM EXPIRING</u> |
|---|------------------------------------|
| Michael Gorman 1098 Clark Street Endicott, NY 13760 | December 31, 2024 Reappointment |
| Diana LaBelle 74 Adams Avenue Johnson City, NY 13790 | December 31, 2024 Reappointment |
| Terrance Hubbard 4687 State Highway 41 Greene, NY 13778 | December 31, 2024 Reappointment |
| Joseph Rizzo 539 Brotzman Road Binghamton, NY 13901 | December 31, 2024 Reappointment |
| Per Stombhaug Binghamton University Office of Entrepreneurship and Innovation Partnerships P.O. Box 6000 Binghamton, NY 13902 | December 31, 2024 Reappointment |
| Dennis Moulton 8 Maple Avenue Windsor, NY 13865 | December 31, 2024 Reappointment |
| Vincent Pasquale 3734 Maplehurst Drive Endwell, NY 13760 | December 31, 2024 Reappointment |
| Paul Deamer 206 N. Willis Avenue Endwell, NY 13760 | December 31, 2024 Reappointment |
| Chris Pelto 1701 North Street Endicott, NY 1376 | December 31, 2024 Reappointment |

Intro No.

31

Date

1/19/23

Reviewed by
Co. Attorney

Date

RESOLUTION
BROOME COUNTY LEGISLATURE
BINGHAMTON, NEW YORK

and

WHEREAS, Section 17-3 of the Broome County Charter & Code mandates that it shall be a requirement for membership on all boards of the County of Broome that each individual member be a resident of Broome County unless an exemption is granted by the Broome County Legislature, and

WHEREAS, the County Executive has submitted the nomination of Terrance Hubbard who is not a resident of Broome County, and has requested an exemption of the residency requirement, and

WHEREAS, upon review of the County Executive's request and associated justification, it is the desire of this Legislature to grant an exemption of the residency requirement for Terrance Hubbard, and

WHEREAS, it is desired at this time to confirm said appointments, now, therefore, be it

RESOLVED, that this County Legislature grants a waiver of the residency requirement for Terrance Hubbard, and be it

RESOLVED, that this County Legislature, pursuant to the provisions of Resolution 99-89 of the Broome County Charter and Administrative Code, confirms the appointments of the above-named individuals to membership on the Greater Binghamton Airport Advisory Board for the terms indicated, in accordance with their appointment by the County Executive.

Intro No. 32
Date 1/19/23
Reviewed by JD-W
Co. Attorney
Date 12/29/2022

RESOLUTION
BROOME COUNTY LEGISLATURE
BINGHAMTON, NEW YORK

Sponsored by: Public Works & Transportation and Finance Committees

RESOLUTION AUTHORIZING AN AGREEMENT WITH THE NEW YORK STATE DEPARTMENT OF TRANSPORTATION TO ACCEPT AND ALLOCATE 2022 ACCELERATED TRANSIT CAPITAL FUNDS FOR THE DEPARTMENT OF PUBLIC TRANSPORTATION FOR 2022-2025

WHEREAS, the Commissioner of Public Transportation requests authorization for an agreement with the New York State Department of Transportation to accept and allocate 2022 Accelerated Transit Capital Funds in the amount of \$326,802 for the Department of Public Transportation for the period December 1, 2022 through November 30, 2025, and

WHEREAS, said funding will be used to displace local share for the bus stop sign replacement project, purchase of new cutaways, purchase of two generators and purchase of a service vehicle and bus lifts, now, therefore, be it

RESOLVED, that this County Legislature hereby authorizes an agreement with the New York State Department of Transportation, 50 Wolf Road, Pod 54, Albany, New York 12232 to accept and allocate 2022 Accelerated Transit Capital Funds in the amount of \$326,802 for the Department of Public Transportation for the period December 1, 2022 through November 30, 2025, and be it

FURTHER RESOLVED, that the revenue hereinabove authorized shall be credited to budget line 31010105.5000850.2040, 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 to 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 is hereby authorized to execute any budget transfers within the budgetary limits provided that said budget transfers do not affect a personnel line, and be it

FURTHER RESOLVED, that the County Executive or his duly authorized representative is authorized to furnish such additional information as the United States Department of Transportation may require in connection with the application for the program of projects and budget, and be it

FURTHER RESOLVED, that the County Executive or his duly authorized representative is authorized to execute any agreements on behalf of Broome County with the United States Department of Transportation for aid in financing capital and/or operating assistance program of projects and budget.

Intro No. 33
Date 1/19/23
Reviewed by (Signature)
Co. Attorney
Date 12/27/22

RESOLUTION
BROOME COUNTY LEGISLATURE
BINGHAMTON, NEW YORK

Sponsored by: Public Works & Transportation and Finance Committees

RESOLUTION AUTHORIZING AN AGREEMENT WITH THE NEW YORK STATE DEPARTMENT OF TRANSPORTATION TO ACCEPT AND ALLOCATE MODERNIZATION AND ENHANCEMENT PROGRAM (MEP) FUNDS FOR THE DEPARTMENT OF PUBLIC TRANSPORTATION FOR 2022-2025

WHEREAS, the Commissioner of Public Transportation requests authorization for an agreement with the New York State Department of Transportation to accept and allocate Modernization and Enhancement Program (MEP) Funds in the amount of \$949,869 for the Department of Public Transportation for the period December 1, 2022 through November 30, 2025, and

WHEREAS, said funding will be used to purchase 40 foot coach buses in 2024, now, therefore, be it

RESOLVED, that this County Legislature hereby authorizes an agreement with the New York State Department of Transportation, 50 Wolf Road, Pod 54, Albany, New York 12232 to accept and allocate Modernization and Enhancement Program (MEP) Funds in the amount of \$949,869 for the Department of Public Transportation for the period December 1, 2022 through November 30, 2025, and be it

FURTHER RESOLVED, that the revenue hereinabove authorized shall be credited to budget line 31010105.5000850.2040, 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 to 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 is hereby authorized to execute any budget transfers within the budgetary limits provided that said budget transfers do not affect a personnel line, and be it

FURTHER RESOLVED, that the County Executive or his duly authorized representative is authorized to furnish such additional information as the United States Department of Transportation may require in connection with the application for the program of projects and budget, and be it

FURTHER RESOLVED, that the County Executive or his duly authorized representative is authorized to execute any agreements on behalf of Broome County with the United States Department of Transportation for aid in financing capital and/or operating assistance program of projects and budget.

Intro No. 34
Date 1/19/23
Reviewed by J.D.V.
Co. Attorney
Date 12/29/2020

RESOLUTION
BROOME COUNTY LEGISLATURE
BINGHAMTON, NEW YORK

Sponsored by: Public Works & Transportation, Economic Development, Education & Culture and Finance Committees

RESOLUTION AUTHORIZING AMENDMENT TO THE AGREEMENT WITH SUNY BROOME COMMUNITY COLLEGE (BCC) FOR TRANSPORTATION SERVICES PROVIDED BY BC TRANSIT FOR 2019-2020

WHEREAS, this County Legislature, by Resolution 411 of 2019, as amended by Resolution 427 of 2022 authorized an agreement with SUNY Broome Community College (BCC) for transportation services provided by BC Transit with revenue to the County in the amount of \$203,885 for the period August 15, 2019 through August 14, 2020, with the option for four one-year renewals with a CPI increase of 2%, and

WHEREAS, said agreement is necessary to provide transportation on set routes within the urbanized core of Broome County to students, faculty and staff at SUNY Broome Community College with a valid SUNY Broome ID, and

WHEREAS, it is necessary to authorize the amendment of said agreement to extend the period through August 31, 2026, now, therefore, be it

RESOLVED, that this County Legislature hereby authorizes an amendment to the agreement with SUNY Broome Community College (BCC), 907 Front Street, Binghamton, New York 13906 to extend the period through August 31, 2026, and be it

FURTHER RESOLVED, that Resolutions 411 of 2019 and 427 of 2022, to the extent consistent herewith, shall remain in full force and effect, 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.

Intro No. 35
Date 1/19/23
Reviewed by AGS
Co. Attorney
Date 12/29/22

RESOLUTION
BROOME COUNTY LEGISLATURE
BINGHAMTON, NEW YORK

Sponsored by: Public Works & Transportation and Finance Committees

RESOLUTION AUTHORIZING THE DEPARTMENT OF PUBLIC WORKS TO SELL USED STEEL BEAMS TO THE TOWN OF CHENANGO

WHEREAS, the Commissioner of Public Works requests authorization to sell used steel beams to the Town of Chenango at a determined fair market price of \$7,000, and

WHEREAS, the Department of Public Works has no use for said steel beams and the steel was identified to be useful for a project the town was working on, now, therefore, be it

RESOLVED, that this County Legislature hereby authorizes the Department of Public Works to sell used steel beams to the Town of Chenango, 1529 NYS Route 12, Binghamton, NY 13901, and be it

FURTHER RESOLVED, that in consideration of said services, the Town of Chenango shall pay the County an amount not to exceed \$7,000 for the term of the agreement, and be it

FURTHER RESOLVED, that the revenue hereinabove authorized shall be credited to trust account budget line 94000099.4660034.6174, 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.

Intro No. 36
Date 1/19/23
Reviewed by AGS
Co. Attorney
Date 12/29/22

RESOLUTION
BROOME COUNTY LEGISLATURE
BINGHAMTON, NEW YORK

Sponsored by: Public Works & Transportation and Finance Committees

RESOLUTION AUTHORIZING A MEMORANDUM OF UNDERSTANDING BETWEEN BROOME COUNTY AND THE VILLAGE OF WINDSOR TO DEFINE THE ROLES AND RESPONSIBILITIES OF THE REPLACEMENT OF OLD ROUTE 17, CHAPEL STREET BRIDGE AND CHESTNUT STREET CULVERT OVER HOTCHKISS CREEK PROJECT FOR THE DEPARTMENT OF PUBLIC WORKS

WHEREAS, the Commissioner of Public Works requests authorization for a Memorandum of Understanding between Broome County and the Village of Windsor to define the roles and responsibilities of the Replacement of Old Route 17, Chapel Street Bridge and Chestnut Street Culvert Over Hotchkiss Creek Project for the Department of Public Works, and

WHEREAS, due to the proximity of the project sites, Broome County during the solicitation period offered and was agreed by the Village of Windsor to take the lead on managing and administering the project, and

WHEREAS, said Memorandum of Understanding will allow Broome County to receive funds from the Village of Windsor upon the completion of said project, now, therefore, be it

RESOLVED, that this County Legislature hereby authorizes a Memorandum of Understanding between Broome County and the Village of Windsor, 124 Main Street, Windsor, NY 13865 to define the roles and responsibilities of the Replacement of Old Route 17, Chapel Street Bridge and Chestnut Street Culvert over Hotchkiss Creek Project for the Department of Public Works, 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.

Intro No. 37
Date 1/19/23
Reviewed by CD5
Co. Attorney
Date 1/4/23

RESOLUTION
BROOME COUNTY LEGISLATURE
BINGHAMTON, NEW YORK

Sponsored by: Health & Human Services, Personnel and Finance Committees

RESOLUTION AUTHORIZING REVISION OF THE HEALTHCARE WORKER BONUS PROGRAM GRANT FOR THE WILLOW POINT REHABILITATION & NURSING CENTER AND THE DEPARTMENT OF HEALTH FOR 2021-2024

WHEREAS, this County Legislature, by Resolution 380 of 2022, authorized and approved renewal of the Healthcare Worker Bonus Program Grant for the Willow Point Rehabilitation and Nursing Center and adopted a program budget in the amount of \$193,771 for the period October 1, 2021 through March 31, 2024, and

WEREAS, this County Legislature, by Resolution 381 of 2022, authorized and approved renewal of the HealthCare Worker Bonus Program Grant for the Department of Health and adopted a program budget in the amount of \$16,148 for the period October 1, 2021 through March 31, 2024, and

WHEREAS, located within NYS Part ZZ of Chapter 56 of the Laws of 2022, this program allows for the payment of bonuses to "recruit, retain, and reward healthcare and mental hygiene workers" meeting specified eligibility requirements, and

WHEREAS, bonus amounts will be commensurate with the number of hours worked by eligible workers covered by the HWB Program during designated vesting periods for up to a total of \$3,000 per covered worker, and

WHEREAS, from time to time the State determines that other positions qualify for said bonus, and

WHEREAS, it is necessary at this time to authorize the County Executive, or his duly authorized representative, to award the HealthCare Worker Bonus to those positions that qualify per the State regulations and available funds, now, therefore be it

RESOLVED, that this County Legislature hereby authorizes the County Executive to award the HealthCare Worker Bonus to those positions that qualify per the State regulations and available funds, and be it

FURTHER RESOLVED, that Resolutions 380 and 381 of 2022, to the extent consistent herewith, shall remain in full force and effect, 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, 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

Intro No. 37
Date 1/19/23
Reviewed by CDs
Co. Attorney
Date 1/4/23

RESOLUTION
BROOME COUNTY LEGISLATURE
BINGHAMTON, NEW YORK

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 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.

Intro No. 38
 Date 1/19/23
 Reviewed by PLW
 Co. Attorney
 Date 1/3/23

RESOLUTION
BROOME COUNTY LEGISLATURE
 BINGHAMTON, NEW YORK

Sponsored by: Finance and Public Works & Transportation Committees

RESOLUTION AMENDING THE 2023 CAPITAL IMPROVEMENT PROGRAM

RESOLVED, that the 2023 Capital Improvement Program is hereby amended as follows:

| <u>Project Code</u> | <u>Project Name</u> | <u>Total</u> | <u>Estimated Construction Cost:</u> | | | | |
|---------------------|---|--------------|-------------------------------------|--------------|----------------------|-------------|------------------------|
| | | | <u>Federal</u> | <u>State</u> | <u>County</u> | | |
| 1520114 | County Office Building Elevators Upgrades/Renovations | \$1,250,000 | \$0 | \$0 | \$1,250,000 | | |
| | | | <u>Local Finance Law Section 11</u> | | <u>How Financed:</u> | | |
| | | | <u>Year Start</u> | <u>YPU</u> | <u>LFL</u> | <u>Bond</u> | <u>Current Revenue</u> |
| | | | 2023 | 10 | 13 | \$1,250,000 | \$0 |

Description: County Office Building Elevators Upgrades/Renovations

FURTHER RESOLVED, that the Director of the Office of Management and Budget is hereby authorized to make a short term, non-interest bearing loan from the General Fund and/or the Enterprise Fund to provide sufficient cash to proceed, and be it

FURTHER RESOLVED, that the Director of the Office of Management and Budget and Comptroller are hereby authorized to process any paperwork necessary to implement the intent of this Resolution.

Intro No. 39
Date 1/19/23
Reviewed by CO5
Co. Attorney
Date 1/4/23

RESOLUTION
BROOME COUNTY LEGISLATURE
BINGHAMTON, NEW YORK

Sponsored by: Economic Development, Education & Culture and Finance Committees

RESOLUTION AUTHORIZING THE APPLICATION FOR AND ACCEPTANCE OF STATE AID FOR THE YOUTH BUREAU'S YOUTH DEVELOPMENT, YOUTH SPORTS AND EDUCATION FUNDING AND RUNAWAY HOMELESS YOUTH PROGRAMS AND AUTHORIZING AGREEMENTS WITH VARIOUS VENDORS TO ADMINISTER SAID PROGRAMS FOR 2023

WHEREAS, the Director of Parks, Recreation and Youth Services requests authorization to submit an application and accept State Aid in the amount of \$234,180 for the Youth Bureau's Youth Development, Youth Sports and Education Funding and Runaway Homeless Youth Programs and authorize an agreement with various vendors as listed on Exhibit "A" to administer said programs for the period September 1, 2023 through December 31, 2023, now, therefore, be it

RESOLVED, that this County Legislature hereby authorizes the Director of Parks, Recreation and Youth Services to submit an application and accept \$234,180 in State Aid from the New York State Office of Children and Family Services, North Building, Room 330, 52 Washington Street, Rensselaer, New York 12144 for the Youth Bureau's Youth Development and Runaway Homeless Youth Programs for the period January 1, 2023 through September 30, 2023, and be it

FURTHER RESOLVED, that this County Legislature hereby authorizes agreements with various vendors for the programs as listed on Exhibit "A" for the Youth Bureau's Youth Development and Runaway Homeless Youth Programs for the period January 1, 2023 through September 30, 2023, and be it

FURTHER RESOLVED, that in consideration of said services, the County shall pay the Contractors at the amounts as listed on Exhibit "A" for the term of the agreements, and be it

FURTHER RESOLVED, that the payments hereinabove authorized shall be made from budget line 43010008.6004141 (Youth Services Program), and be it

FURTHER RESOLVED, the Department of Parks, Recreation and Youth Services is authorized to accept and allocate additional funding for the Youth Bureau's Youth Development, Youth Sports and Education Funding and Runaway Homeless Youth Programs, for the period January 1, 2023 through September 30, 2023, 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

Intro No. 39
Date 1/19/23
Reviewed by CDS
Co. Attorney
Date 1/4/23

RESOLUTION
BROOME COUNTY LEGISLATURE
BINGHAMTON, NEW YORK

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.

| 2023 YDP Funding | | |
|---|------------------------|-------------------------|
| Agency Program | Funding Request | 2023 75% Funding |
| ACHIEVE Children's Summer Program | \$10,000 | \$7,500 |
| BC Parks General Rec | | \$5,862 |
| Binghamton Parks Summer Playground | \$15,000 | \$11,250 |
| CARES Advocates for Families Inc. EACH1 TEACH1 tutoring program | \$44,400.00 | \$15,000 |
| Catholic Charities Gateway/Connections | \$27,293 | \$15,000 |
| Cornell Coop Finch Hollow | \$27,500 | \$20,625 |
| CVAC Safe Harbour | \$20,000 | \$15,000 |
| Bridge Community Center After School Program | \$30,000 | \$7,500 |
| Vestal Various Programs | \$5,000 | \$3,750 |
| VINES Grow Binghamton | \$17,500 | \$13,125 |
| Youth Bureau Salary and Fringe Chargeback | \$34,000 | \$25,500 |
| Total | \$230,693 | \$140,112 |

| YSEF Funding | | |
|--|----------|----------------|
| Bulldogs Sports Complex Better Ballers/She's Got Game/Future Stars | \$19,935 | \$9,636 |
| Total | | \$9,636 |

| RHYA 1 Funding | | |
|-----------------------------------|-----------|---------------------|
| Catholic Charities TTLP | \$186,172 | \$ 71,767.00 |
| Total | | \$ 71,767.00 |

| RHYA 2 Funding | | |
|-------------------------|----------|---------------------|
| RHYA Coordinator | \$16,886 | \$ 12,665.00 |
| Total | | \$ 12,665.00 |

TOTAL

\$234,180.00

Intro No. 40
Date 1/19/23
Reviewed by AGS
Co. Attorney
Date 1/4/23

RESOLUTION
BROOME COUNTY LEGISLATURE
BINGHAMTON, NEW YORK

Sponsored by: County Administration, Personnel and Finance Committees

RESOLUTION ADOPTING LOCAL LAW INTRO. NO. 1 OF 2023, ENTITLED: "A LOCAL LAW AMENDING LOCAL LAW 4 OF 1999"

WHEREAS, the 2023 adopted County budget and a subsequent Local Law included adjustments to the salaries of elected and miscellaneous officials, and

WHEREAS, it was discovered that CPI adjustments approved in the 2023 adopted budget were inconsistent with a previously adopted Local Law, and

WHEREAS, this County Legislature desires to correct this inconsistency by amending the previously adopted Local Law to make it consistent with the salaries set as part of the 2023 adopted County budget, now, therefore, be it

RESOLVED, that Local Law Intro. No. 1 of 2023, entitled: "A Local Law Amending Local Law 4 of 1999," be and the same hereby is adopted and approved in accordance with the Broome County Charter and Code and all the applicable statutes and laws pertaining thereto.

LOCAL LAW INTRO. NO. 1 of 2023

A LOCAL LAW AMENDING LOCAL LAW 4 OF 1999

BE IT ENACTED, by the County Legislature of the County of Broome as follows:

Section 1. For years commencing on January 1, 2023, and annually thereafter, the salaries of the Broome County Executive, Broome County Sheriff, and Broome County Clerk shall be increased by the percentage of increase, if any, of the CPI (Urban Wage Earners, U.S. City Average, Northeast Urban Cities 50,000-500,000 or equivalent) during the year immediately preceding **[with an annual cap not to exceed 5%]**.

Section 2. This Local Law shall take effect forty-five days after adoption, or upon approval by a majority of the qualified local electors in the event a permissive referendum is held in accordance with the Municipal Home Rule Law.

[Bold brackets] deleted

Intro No. 41
Date 1/19/2023
Reviewed by [Signature]
Co. Attorney
Date 1-4-2023

RESOLUTION
BROOME COUNTY LEGISLATURE
BINGHAMTON, NEW YORK

Sponsored by: Health & Human Services Committee

RESOLUTION AUTHORIZING THE DEPARTMENT OF MENTAL HEALTH TO WAIVE THE REQUEST FOR PROPOSAL PROCESS OF ANNOUNCING A PROJECT AND SOLICITING BIDS FROM QUALIFIED VENDORS FOR SERVICES RELATED TO THE HEALING COMMUNITIES STUDY PROGRAM GRANT FOR 2023

WHEREAS, the Commissioner of Mental Health requests authorization to waive the Request for Proposal process of announcing a project and soliciting bids from qualified vendors for services related to the Healing Communities Study Program Grant for the Department of Mental Health for the period January 1, 2023 through December 31, 2023, and

WHEREAS, Broome County was selected to be part of a Healing Communities study to reduce opioid death in areas with high rates of addiction through Columbia University School of Social Work, and

WHEREAS, due to the timeline of the study and in order to initiate and implement the multiple interventions and components of the project, the Department of Mental Health requests authorization to waive the Request for Proposal process of announcing a project and soliciting bids from qualified vendors for services related to the Healing Communities Study Program Grant, and

WHEREAS, the Broome County Mental Health Department is serving as a pass through agency for funds from Columbia University to the various agencies and service providers performing the work, and

WHEREAS, Coordinated Care Services, Inc. will administer said grant and establish a Review Committee to select agencies and service providers to implement the goals of the grant, now, therefore, be it

RESOLVED, that this County Legislature hereby authorizes the Department of Mental Health to waive the Request for Proposal process for services related to the Healing Communities Study Program Grant for the Department of Mental Health for the period January 1, 2023 through December 31, 2023, 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.