

Economic Growth & Development And Higher Education
Department of Employment and Training
AGENDA
July 21, 2020

Committee Members: Wild, Hogan, Leggett, Braymer, Diamond, Dickinson, Magowan, McDevitt, and Seeber

- I. Committee meeting called to order by Chairman**
- II. Motion to approve minutes of prior Committee meeting**
- III. Action Agenda/New Business:**
 - 1. Request resolution to appoint Zachary Moore to the Workforce Development Board
Rationale: Mike Irish of Fort William Henry resigned in June, 2020 and we wish to replace him with another individual to represent the field of hospitality.
 - 2. Request resolution to renew contract with BOCES for TASC class instruction
Rationale: Annual contract to provide youth educational program services for the youth program and prepare youth for the Test Assessing Secondary Completion (TASC) high school equivalency assessment for the 2019-2020 school year.
- IV. Referral/Pending Items**
 - 1. No outstanding items
- V. Information for Discussion/Review**
 - 1. Provide updates on Summer Youth Employment Program (SYEP) and other ETA work
- VI. Privilege of the Floor** to discuss any additional items to come before the Committee
- VII. Motion to adjourn**

Attachments:

- A. Resolution request for WDB appointment
- B. Nomination for WDB appointment
- C. Z. Moore resume
- D. Resolution request for new contract with BOCES
- E. Updated BOCES TASC contract for 2020-2021

RESOLUTION REQUEST FORM NO. 1

Request to Appoint or Reappoint Member of Committee, Board or Agency*

****If more than one person is being appointed, please attach additional sheets***

DEPARTMENT NAME: Employment & Training Administration

DATE: July 21, 2020

- (a) Name of Appointee: Zachary Moore, Spruce Hospitality Group
- (b) Is this a Reappointment? No If so, please provide the Resolution No. which authorized the last appointment of this individual
- (c) If a Certificate of Appointment applies, please provide a copy of the prior certificate of appointment, if possible.
- (d) If person is being Appointed as a Representative of a Specific Group/Agency, please list their Affiliation and Title Business Sector- Spruce Hospitality Group
- (e) Address of Appointee:
- (f) Title of Appointment: Saratoga-Warren-Washington Counties Workforce Development Board
- (g) Effective Date of Appointment: August 21, 2020
- (h) Termination Date of Appointment: June 30, 2023
- (i) Name of Person Being Replaced (if applicable): Mike Irish
- (j) Reason for Replacement: Resignation



ADIRONDACK REGIONAL CHAMBER OF COMMERCE

TO: Liza Ochsendorf, Director
Warren County Employment and Training

FROM: Michael Bittel, President/CEO

DATE: July 13, 2020

RE: Nomination of Mr. Zack Moore for the Workforce Development Board

It is with great pleasure that I formally nominate Mr. Zack Moore, Managing Partner L&M Investments, to serve on the Workforce Development Board. I fully expect that Zack's involvement will make a positive contribution to the efforts of the WDB and local workforce development.

As always, please don't hesitate to contact me should you need any further information to act favorably on this nomination.

Blessings,

Michael T. Bittel
President/CEO



Zachary A. Moore

Education

Plattsburgh, State University of NY
M.Ed., Secondary Education, May 2006
Rutgers University, New Brunswick, NJ
B.A., American Studies, May 2004

Professional Experience

Coastal Society; Lake George, NY
Owner and Developer, January 2020 – Present

- Invest in and supervise the curation of a unique boutique shopping experience - where one of a kind, carefully curated clothing and goods are sourced locally and globally.

Spruce Hospitality Group; Queensbury, NY
Managing Partner, October 2015 - Present

- Responsible for the day-to-day aspects of property management & maintenance issues related to a hospitality portfolio. Works in tandem with the Owners, the accounting team, leasing, facilities staff and construction to provide a full range of timely services to tenants and clients.
- Current focus properties: The Queensbury Hotel, a historic 120-room hotel situated in Glens Falls, NY and Marriott Fairfield Inn & Suites in Queensbury, NY

L&M Investments; Lake George, NY
Property Manager; June 2010 - Present

- Responsible for acquiring and maintaining tenants for two outlet centers (French Mountain Commons and Log Jam Outlet Centers) as well as overseeing day to day operations, including grounds.
- Negotiates and communicates the terms of leases through the accurate filing of lease abstract and monitoring of the Property and other reports.
- Coordinates with 20 retail stores to oversee marketing plan, including yearly budget and review for appropriate mixed media exposure.
- Monitors property cash flow on a weekly basis and prepares projections.
- Works with construction team, contractors and subcontractors to coordinate tenant fit ups, maintenance issues, upkeep, or reconditioning of property as specified in management services or lessee's agreement.
- Directs preparation of financial statements and reports on status of properties such as occupancy rates and dates of expiration of leases.

Community Volunteer Activities

Coordinator of Philanthropy for Moore & Companies, Ongoing

Prospect School, Board Member, 2018 - Present

United Way, Board Member, 2017-Present

Adirondack Regional Chamber of Commerce, Board Member, 2016-Present

RESOLUTION REQUEST FORM NO. 3

Request for New Contract

DEPARTMENT NAME: Employment and Training

DATE: June 25, 2019

- (a) Is this a Result of a Bid or Request for Proposal? Yes. An RFP was issued in 2019 and it allows for the contract to be renewed on an annual basis for two more years. Under the Warren County purchasing policy, educational services obtained through BOCES are exempt.
- (b) Purpose of Contract: To provide youth educational program services for the WIOA youth employment program and prepare youth for the Test Assessing Secondary Completion (TASC) high school equivalency assessment for the 2019-2020 school year.
- (c) Name of Contractor: Washington-Saratoga-Warren-Hamilton-Essex Board of Cooperative Educational Services (BOCES)
- (d) Address of Contractor: 1153 Burgoyne Ave., Suite 2, Fort Edward, NY 12828
- (e) Contractor's Contact Person and Telephone Number: Krista Conrick, 518-746-3521
- (f) Has or will the Contract be provided, if so, please attach: Yes, attached
- (g) Commencement Date of Contract: on or after 9/21/2020
- (h) Termination Date of Contract: no later than 6/30/2021
- (i) Payment Provisions:
 - i) lump sum amount
 - ii) hourly rate amount
 - iii) total amount not to exceed \$15,022
 - iv) how will payments be made (i.e. monthly, quarterly, upon completion of the project, etc. quarterly cost reimbursement
- (j) Where are the Funds for this Contract? List Budget Code, (with title), Object Code (with title), and Amount: OR Capital Project OR Capital Reserve Project Number, and Title, and Amount: WIOA youth contract - 41 6293 0310 470

**BASIC AGREEMENT FOR TRAINING OR SERVICES
SUBRECIPIENT**

This Agreement made between the County of Warren, hereinafter called the County, and Washington, Saratoga, Warren, Hamilton, Essex BOCES. Hereinafter called the subrecipient.

W I T N E S S E T H

WHEREAS, the County has received a grant of Federal Funds under the Workforce Innovation and Opportunity Act (WIOA) of 2014, as amended and other related grants, and

WHEREAS, the County intends to engage the subrecipient to perform a portion of the training and services required under such grant(s),

It is agreed as follows:

1. The subrecipient shall perform the training and services set forth in the attached "Statement of Work."
2. The County shall pay the subrecipient for all cost heretofore and hereafter incurred as developed by the Federally Mandated Cost Accounting System in the performance of such training and services. The costs involved are set forth in the attached "Program Costs and Payment Schedule." The maximum amount of such cost shall be the sum of \$ 15,022.00 . Program costs shall be paid after receipt of the properly executed vouchers as required by the County.
3. The subrecipient shall comply with all applicable Federal, State and local laws and regulations concerning the receipt and disbursement of monies. In addition to auditing by the Comptroller of the State of New York, audits of the subrecipient accounts deemed necessary may be made by the County or its authorized representative, the New York Department of Labor and the United States Department of Labor.
4. It is agreed that this contract supersedes all previously negotiated contracts.
5. This agreement shall commence on 9/21/2020 and terminate after 6/30/2020 . Either party may terminate this agreement at any time by giving 30 days notice in writing to the other party. After the termination or any negotiated extension thereof, the County shall have no obligation herein. The County's liabilities shall not exceed the appropriation specified in Paragraph (2) above.
6. All funds expended by the County are dependent upon funding appropriated by Congress. All contracts for training would, therefore, automatically terminate immediately upon the cessation of funding pursuant to the Workforce Innovation and Opportunity Act of 2014, or upon the disbursement of all funds received by the Warren County Treasurer for such WIOA and other related programs.
7. The "Statement of Work" and "Program Costs and Payment Schedule" attached hereto are integral parts of this agreement.

8. The County shall have final approval of any instructor or other employees employed by the subrecipient under this program.
9. Any change in rate of pay may be implemented as long as the total amount does not exceed \$15,022.
10. Any programmatic specifications agreed upon in the proposal response are attached hereto.
11. Any course Content will be submitted to the County upon request.
12. Assurance and Certifications

This written agreement contains the sole and entire agreement between the parties. It is understood that the Assurances and Certifications attached hereto are an integral part of this agreement.

13. Waiver or modification

It is agreed that no waiver or modification of this agreement or of any covenant, condition or limitation herein contained shall be valid unless in writing and duly executed by the party to be charged therewith and that no evidence of any waiver or modification shall be offered or received in evidence in any proceeding, arbitration, or litigation between the parties hereto arising out of or affecting this agreement, or the rights or obligations of any party hereunder, unless such waiver or modification is in writing, duly executed as aforesaid, and the parties further agree that the provisions of this paragraph may not be waived except as herein set forth.

14. Financial Liability

It is understood by and between the parties hereto that this agreement shall be deemed executory only to the extent of the monies available to the County, and the appropriations made by the Board Of Supervisors in its Budget for this particular assignment and no liability on account thereof shall be incurred to the County beyond monies so available for the purpose thereof.

15. Only individuals duly authorized by the subrecipient shall cause this agreement to be executed.

**ESTIMATED PROGRAM COSTS AND
PAYMENT SCHEDULE**
Contract/Direct Cost Reimbursement

Note: All costs indicated on this attachment are directly related to the operation of this contract. Any costs shared between this program and other funding sources/contracts will need to be cost allocated per OMB guidelines with the portion applicable to this contract indicated in the reimbursement request. Costs that would otherwise be incurred in the absence of this contract are not allowable unless otherwise allowed by the Employment and training office. Individual line items may be exceeded with the approval of the Employment and Training office. Any costs incurred must be consistent with what the sub recipient would pay through their own funding sources independent of this contract. Indirect charges if allowed must be documented by an approved indirect cost rate for your agency. Total contract costs can not be exceeded. Non perishable supply items purchased herein may be retained by the county.

A. Budget

<u>Item</u>	<u>Amount</u>
Total Salaries	\$ 11,330
Classroom time – 71 classes for 3 hrs. a class = 213 hours	
Prep time – 71 classes for 1 hr. a class = 71 hours	
New instructor Prep time = 4 hours	
Substitute hours – 3 classes for 4 hrs. a class = 12 hours	
Total = 300 @ \$35.01	\$10,503
Administrative Oversight: 20 hours/year @ \$41.36/hour	\$ 827
Total Fringe	\$ 3,208
Materials	\$ 75
Indirect Cost	<u>\$ 409</u>
Total Gross Expenditures	\$ 15,022
Total Contract Costs:	<u>\$ 15,022.</u>

B. Payment Schedule

An invoice with documentation of costs will be provided by the subrecipient. The invoice will identify costs per the above line items and provide required documentation of costs including related payroll registers indicating check numbers, date paid and amount. Also, receipts/copies of paid invoices including check number and date paid should also be included. Only actual costs incurred for this program as identified in this contract shall be reimbursed. Any costs shared between this program and the other agency operations need to be identified along with the methodology of how the cost to this program was calculated. If all costs to be reimbursed are directly related to this contract and not allocable to other sources please indicate. Reimbursement requests for the program are processed after the first week of each month. Checks are available approximately by the end of that month. Requests for reimbursements can be made as often as monthly. Final reimbursement will be subject to receipt of all reports required herein as prescribed in the statement of work.

Statement of Work

I. Summary

A. Background

The Warren County Employment and Training Administration (ETA) office was awarded WIOA youth employment services funding from the local Workforce Development Board (WDB). They have operated such programs under WIOA for several years and for decades under predecessor programs to WIOA. One of the provisions included in the contract is the delivery of Youth Educational Program services to appropriate youth to achieve their high school equivalent degree as well as other educational gains and to enhance their employability. After operating this program component with a staff instructor, the counties subcontracted with BOCES during recent school years for these services. Many of the youth involved in educational activities will also be involved in either unsubsidized work activities or subsidized work arranged by the county. In addition, the county may elect to pay a stipend to youth for their time in attendance in classroom activities.

B. Purpose

The purpose of this contract is to provide reimbursement for the subrecipient for the services of an experienced instructor to provide educational instructional services for Warren County WIOA eligible customers, primarily youth 16-24, enrolled in the WIOA year-round youth employment program. The youth/trainees must all be designated eligible by the Warren County Employment and Training office and assigned by the county to the designated class. The instructor will direct the activities and supervise the youth in the performance of their assigned instructional activities. To the extent possible, the subrecipient should try to contextualize some of the Youth Educational Program instructional activities to SCANS skills, life skills, and occupational skills. The goal is to prepare youth to test for and pass the state GED/TASC exam and/or enhance their basic skills to better prepare trainees for the workplace. Participation in these classroom activities shall be deemed as meeting any BOCES requirements for participation in classroom activities as a prerequisite to taking the GED/TASC exam. The connection between these instructional services, school and life-long learning to the world of work should also be emphasized. It should be noted that the WIOA programs have specific performance standards that the counties must achieve to be able to continue operating these youth programs. Therefore, all subcontractors are required to partner with the counties to achieve these performance goals as described below.

C. Reports

The subrecipient will provide as required; time sheets/attendance sheets, class rosters, timely TABE post-test results, TASC/GED test results, evaluations, and academic progress reports if applicable. An invoice along with the required documentation for contract reimbursement along with reports that may be required are required for payment reimbursement.

D. Compliance

The subrecipient is required to adhere to all Federal and State requirements as applicable and set forth on the contract and otherwise, including provisions regarding non political activities, Federal fiscal and audit requirements, labor laws, debarment, union concurrence, sectarian activities and notification of any layoffs that may occur of those employed in positions similar to those to be funded by the contract.

II. Responsibilities

A. The Subrecipient will:

1. Provide experienced instructional staff to achieve the program purpose as stated above.
2. Adhere to the program schedule as described below unless otherwise agreed to by both parties.

3. Ensure that the allowable costs as stated herein are not exceeded. Invoices for services provided through this contract will only reflect costs incurred related to the operation of the class for Warren County.
4. Allow the county program representatives to review and comment on the selection of instructional staff involved with the program.
5. Coordinate with the county WIOA programs to achieve state and federal performance goals related to these instructional services as detailed under the WIOA Youth Performance Goals.
6. Ensure that any goods or services paid for under this contract do not benefit other programs, individuals etc. other than those intended by the contract. Any costs shared between this program and other needs to be cost allocated in compliance with federal OMB guidelines to ensure WIOA funds do not benefit other activities or individuals other than those authorized by this agreement. Only WIOA eligible individuals approved by the county will be allowed to participate in the class unless otherwise approved by the county. These instances must adhere to the provisions of item # 7 below.
7. If applicable, ensure that a cost allocation for staff time, or other costs is provided where such staff time or other costs will benefit other activities besides those authorized herein. Such documentation shall indicate how much of the total cost will benefit WIOA vs. other activities and how that was calculated. Costs for other said activities will have to be charged to other non WIOA sources.
8. Ensure that the following key program elements are achieved during the duration of the contract:
 - a. Individuals are provided instruction to increase their basic skills
 - b. Administer TABE post-tests as needed to achieve program performance goals.
 - c. Individuals receive instruction in preparing to pass the GED/TASC exam
 - d. Document achievement related to the WIOA performance standards related for educational attainment (contained herein). The contractor is a partner with the counties with respect to achieving these performance goals. The impact of activities authorized through this contract upon those performance goals will be reviewed throughout the contract term.
 - e. Administer pre or post tests as needed to achieve program performance goals
9. To the extent possible, the subrecipient should attempt to contextualize some of the instructional activities to SCANS skills, life skills, and occupational skills
10. Provide reports as referenced above as requested by the county including a list of which will need to be provided to Warren County Employment and Training.
11. Allow access to on-going activities or records related to this contract for review by County, State, or Federal officials or their designee.
12. To the extent practical, assist to promote the class to potential enrollees.

B. The county will:

1. Recruit, screen, and approve youth for this class assignment based on assessed ability to achieve a WIOA performance measure.
2. Provide a training stipend to youth to the extent approved in the youth grant received by the counties subject to any budget restrictions determined by the county.
3. Reimburse the subrecipient for wages and other costs identified on the budget page contained herein incurred during the contract period for work authorized by this contract.
4. Provide youth with an orientation and required pre-testing prior to starting class.
5. Ensure compliance with WIOA performance standards, follow up and data entry related to these WIOA grant activities.
6. Provide a County contact person for this project and assign a case manager/employment counselor to the individuals enrolled.
7. Review and evaluate program goals completed
8. Monitor progress of youth and program

C. Joint responsibilities of both parties

1. Work cooperatively and communicate/ meet as needed to achieve program goals
2. Inform each other of any planned scheduling changes for a class or individual
3. Jointly agree on any class discipline rules or minimum prerequisites for enrollment

III. Schedule

Classes will be conducted beginning on or after 9/21/20 and finish no later than 6/30/21. Specific days of the week for classes will be mutually agreed upon but we anticipate following a Tuesday/Thursday schedule. Instructional time will be provided as follows:

The contractor will provide an instructor for the Warren County class at the WSWHE BOCES office located on Bay Street in Glens Falls, NY. Each week will include two instructional days and each of those days will include 3 class hours operating 1:00 p.m. to 4:00 p.m. each day unless otherwise agreed upon by both parties. There will be allotted on average of one hour of prep time for each class. Both parties may schedule breaks in instructional weeks to coincide with school breaks/holidays or as otherwise needed. The contractor will be paid only for class time on days classes are conducted. Classes will be held through the week following the last local exam, which would be either in Queensbury or Saratoga. If classes are cancelled due to school closings, they will be made up at times agreed upon by the instructors and ETA staff or offered remotely.

WIOA Youth Performance Goals **Common Measures**

The six Primary Indicators of Performance are defined as:

1. Second Quarter Employment Rate – The percentage of program participants who are in unsubsidized employment during the second quarter after exit from the program.
 - Note that for Title I Youth, the indicator is the percentage of participants in education or training activities, or in unsubsidized employment during the second quarter after exit;
2. Fourth Quarter Employment Rate – The percentage of program participants who are in unsubsidized employment during the fourth quarter after exit from the program.
 - Note that for Title I Youth, the indicator is the percentage of participants in education or training activities, or in unsubsidized employment during the fourth quarter after exit;
3. Median Earnings – The statistical median earnings of program participants who are in unsubsidized employment during the second quarter after exit from the program;
4. Credential Attainment – The percentage of participants enrolled in an education or training program (excluding those in on-the-job training and customized training) who attained an industry recognized postsecondary credential, or certificate of completion of an apprenticeship, or certificate approved by the New York State Education Department (NYSED) or another State agency, or a secondary school diploma. A participant who has attained a secondary school diploma or its recognized equivalent is included in the percentage of participants who have attained a secondary school diploma or its recognized equivalent only if the participant also is employed or is enrolled in an education or training program leading to a postsecondary credential approved by NYSED or another State agency within one year after exit from the program;
5. Measurable Skill Gains – The percentage of program participants who, during a program year, are in an education or training program that leads to a recognized postsecondary credential or employment and who are achieving measurable skill gains toward such a credential or employment. Measurable skill gains are defined as documented academic, technical, occupational, or other forms of progress toward a postsecondary credential or employment; and
6. Business Indicators – Effectiveness in serving businesses.
 - a. Repeat Business Customers (percentage of repeat businesses using services within the previous three years); and
 - b. Business Penetration Rate (percentage of businesses using services out of all businesses in the State).

PART II - ASSURANCES AND CERTIFICATIONS

1. Workforce Innovation and Opportunity Act of 2014

The Contractor assures and certifies that it will comply with the requirements of the Workforce Innovation and Opportunity Act hereafter referred to as the Act, and with the regulations and policies promulgated thereunder and all other applicable Federal Regulations, OMB Circulars and New York State Regulations.

2. Definitions

WIOA - Workforce Innovation and Opportunity Act

Contractor - means contractor or subrecipient

ETA - Employment and Training Administration

Grant recipient is the County

3. Records and Accounts

The Contractor shall maintain such documents, records and accounts, including any property purchased with any federal grant funds, personnel, and financial records, and submit such financial reports as are required by the WIOA Grant Recipient to assure a proper accounting for all project funds as required by the Workforce Investment Act and WIOA Regulations. Methods used to determine and assign costs must conform to the Act and WIOA Regulations. Grant records will be available for audit purposes to the U.S. Department of Labor or the N.Y.S. Department of Labor, Warren County ETA or any authorized representative and will be retained for seven years after the expiration of this contract or beyond if any litigation is begun or if a claim is instituted involving the grant or agreement covered by the records. In these instances the records will be retained until the litigation, audit or claim has been finally resolved.

If the Contractor is unable to retain records, documents and accounts pertaining to the grant or agreement, the Contractor agrees to forward such records to Warren County Employment and Training. In the event that the Contractor fails to retain the required records or to forward them to Warren County ETA, the Contractor agrees to be responsible for costs disallowed in an audit.

The contractor shall ensure all audit responsibilities are met as required in OMB circulars and will share the results of such audits with the County.

4. Modifications

Warren County Employment and Training agrees to make any changes in this agreement only through a written modification. Warren County ETA may make a unilateral modification to this agreement at any time. A copy of such unilateral modification will be given to the Contractor.

5. Termination Procedures

Either party may request termination for convenience by providing the other with no less than thirty (30) calendar days written notice prior to the effective date of such termination or by other time frames that may be specified in the contract.

6. Termination for Convenience

The performance of work under this agreement may be terminated in whole or in part by Warren County whenever they determine that such termination or suspension is in the best interest of the County. Termination of work shall be effected by delivery to the Contractor of a Notice of Termination specifying the date upon which such termination becomes effective. This agreement may be terminated instantly if federal funds become unavailable or if it is deemed to be in the best interest of the County.

7. Termination for Cause

If, through any cause, the Contractor shall fail to fulfill in a timely and proper manner their obligations under this agreement, or if the Contractor shall violate any of the covenants agreements or stipulations of the agreement, the County shall thereupon have the right to terminate this agreement.

8. Assignment

The Contractor shall not assign this agreement or any part thereof unless approved in the contract.

9. The Contractor shall provide the Grant Recipient such status and progress reports as may from time to time be required.

10. Monitoring

The Secretary of Labor may investigate any matter the Secretary deems necessary to determine compliance with this Act and regulations issued under this Act. The investigations authorized by this subsection may include examining records (including making certified copies thereof), questioning employees, and entering any premises or onto any site in which any part of the program of a recipient is conducted or in which any of the records are kept.

11. Order of Precedence

In the event that there is any conflict between the project statement in the application and these contract/grant conditions, such a conflict shall be resolved in favor of these contract/grant conditions.

12. Disclaimer of Liability

The Contractor shall hold and save Warren County, their officers, agents and employees harmless from liability of any nature or kinds, including workers compensation, costs and expenses, for or on account of any or all suits or damages sustained by any persons or property resulting in whole or in part, from the negligent performance or omission of any employee, agent or representative of the contractor.

In addition, the contractor will hold and save the County harmless for failure to comply with the conditions of this contract and federal or state laws, regulations, or applicable guidelines including any costs disallowed which must be returned to the State or Federal funding authority. The contractor will appropriate and pay such disallowed costs in full to the County.

13. Unexpended funds

Any Federal funds remaining unspent at the end of a contract/grant period shall be returned to the County when the final financial report for the grant is submitted.

14. All information and complaints involving fraud, abuse, or other criminal activity shall be reported directly and immediately to the Secretary of Labor, United States Department of Labor, Washington, D.C. 20210.

15. No funds may be used to assist in relocating establishments, or parts thereof, from one area to another unless such relocation will not result in an increase in unemployment in the area of original location or in any other area.

16. The Contractor represents that it, in addition to complying with provisions elsewhere required, will act in conformance with the pledges contained in this document in expending Federal funds pursuant to the Act.

The Contractor certifies that:

- a. Positions and activities funded by WIOA monies are in addition to (not a substitute for) those that would be funded in the absence of assistance under WIOA.
- b. No funds received under this Act will be used to hire any person to fill a job opening created by the action of an employer in laying off, terminating, or decreasing hours of employees not supported by this title, in anticipation of filling the vacancy so created by hiring an employee to be supported under WIOA.
- c. No jobs shall be created in a promotional line that will infringe in any way upon the promotional opportunities of currently employed individuals. No currently employed worker shall be displaced by any participant funded through this program (including partial displacement such as a reduction in the hours of non-overtime work, wages, or employment benefits).
- d. No funds received under this Act will be used by the contractor to assist, promote or deter union organizing.
- e. All individuals employed in subsidized jobs shall be provided benefits and working conditions at the same level and the same extent as other employees working similar length of time and doing the same type of work.
- f. They will not discriminate against any employee or applicant for employment because of race, creed, color, political affiliation or beliefs, sex or national origin. They will take whatever action is necessary to ensure that applicants are

employed and that employees are treated during employment without regard to their race, creed, color, national origin or sex, political affiliation or beliefs. Such action shall include, but not be limited to the following: employment, assignment, upgrading, demotion, or transfer, recruitment, or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. They agree to post in a conspicuous place, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

- g. They will, in all solicitations or advertisement for employees placed by or on behalf of the applicant or the employing agencies, state that all qualified applicants shall receive consideration for employment without regard to race, creed, color, national origin or sex, political affiliation or beliefs.
- h. They will send to each labor union or representative of workers with which it has collective bargaining notice advising the labor union or workers' representative of its commitment under the Workforce Investment Act, and will post copies of the notice in conspicuous places available to employees and applicants for employment.
- i. They will furnish all information and reports required by the Workforce Investment Act and by the rules and regulations, and orders of the Secretary of Labor, or designee, or pursuant thereto, and will permit access to his books, records and accounts by the Secretary of Labor or designee for purposes of investigation to ascertain compliance with such rules, regulations or orders.
- j. In the event of non-compliance by the Contractor with the non-discrimination clauses of this agreement or with any of such rules, regulations or orders, the applicant understands the Federal government may take legal enforcement action in the Federal District Courts or that the grant may be cancelled, terminated or suspended in the whole or in part. Pursuant to the provisions of the Workforce Investment Act, Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975, Section 504 of the Rehabilitation Act or Title IX of the Education Act, the Stewart B. McKinney Homeless Assistance Act of 1987, the Nontraditional employment of Women Act of 1991, and the Americans with Disabilities Act, the contractor may be declared ineligible for further grants.
- k. They will follow a nondiscriminatory policy with respect to its employees and those of its employing agencies who are employed in administering the program. Reasonable accommodations shall be made in serving persons with disabilities and may include, but is not limited to: making existing facilities used by employees readily accessible to and usable by persons with disabilities, job restructuring, modifying work schedules, reassignment to a vacant position, acquiring or modifying equipment or devices, adjusting or modifying examinations, training materials, or policies, and providing qualified readers or interpreters.
- l. They will not discriminate against individuals who are participants in activities supported by funds under this Act solely because of their status as such participants.
- m. Participants covered by this agreement will not be employed on the construction, operation or maintenance of that part of any facility which is used for religious instruction or worship.
- n. Appropriate standards established under State and Federal law for health and safety in work and training situations will be maintained.
- o. Conditions of employment or training will be appropriate and reasonable with regard to type of work, the geographic region and proficiency of the participant.
- p. No person or organization may charge an individual a fee for the placement or referral of such individual in or to a training program under this act.
- q. Training and related services will, to the maximum extent practical, be consistent with every individual's fullest capabilities and lead to employment opportunities which will enable participants to become economically self-sufficient.
- r. Institutional skill training and training on the job shall only be for occupations in which the NYSDOL and Local Workforce Investment Board has determined there is reasonable expectation for employment.
- s. Income generated under any program must be returned to the Grant Recipient.
- t. Individuals employed in activities under this Act shall be paid wages which shall not be less than the highest of (1) The minimum hourly wage set out in section 6 (a) (1) of the Fair Labor Standards Act of 1938, or (2) The minimum wage under the applicable State or local minimum wage law, or (3) The prevailing rate of pay for individuals employed in similar occupations by the same employer, or (4) The prevailing rate established by the Secretary, in accordance with the Davis-Bacon Act, as amended, for participants involved in employment covered by the Davis-Bacon Act.
- u. They will maintain a grievance procedure relating to the terms and conditions of employment available to their participants. Employers may operate their own grievance system or may utilize the grievance system established by

the Grant Recipient. Contractors agree to inform participants of the grievance procedure they are to follow. The contractor may also be bound by the terms of the County WIOA grievance process as determined by the county.

An employer system shall provide for, upon request by the complainant, a review of an employer's decision by the Grant Recipient and the Governor, if necessary, in accordance with WIOA Regulations.

- v. Where a labor organization represents a substantial number of employees who are engaged in similar work or training in the same area as that proposed to be funded under this Act, an opportunity shall be provided for such organization to submit comments with respect to such proposal.
- w. The Secretary shall not provide financial assistance for any program under this Act which involves political activities.
- x. No funds available under this Act may be used for contributions on behalf of any participant to retirement systems or plans.
- y. They will accept responsibility for compliance with state and federal labor laws which pertain to WIOA participants.
- z. They will certify compliance with federal regulations regarding Lobbying, Debarment, Suspension, and Drug Free Workplace on the appropriate form provided by the Grant Recipient.
- aa. They will comply with the Copeland "Anti-Kickback" Act (18 U.S.C.874) as supplemented in Department of Labor regulations (29 CFR Part 3) (All contracts and subgrants for construction or repair.)
- bb. They will comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR Part 5). (Construction contracts awarded by grantees and subgrantees in excess of \$2000, and in excess of \$2500 for other contracts which involve the employment of mechanics or laborers).
- cc. They will comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857 (h), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of \$100,000). Also, they will comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan and issued in compliance with the Energy Policy and Conservation Act (Pub. L 94-163, 89 Stat. 871).
- dd. Warren County is an Equal Opportunity Employer. Auxiliary aids and services are available upon request to individuals with disabilities.

17. Insurance Requirements

- A. Notwithstanding the terms, conditions or provisions, in any other writing between the parties, the Contractor hereby agrees to effectuate the naming of Warren County, its boards, officers and employees as additional insureds on the Contractor's insurance policy, with the exception of Workers' Compensation.
- B. All policies of insurance naming Warren County, its boards, officers and employees as additional insureds shall:
 - i. Be an insurance policy from an A.M. Best Rated Secured New York State licensed insurer;
 - ii. Contain a thirty (30) day notice of cancellation; and
 - iii. State that the organizations coverage shall be primary coverage for the municipality, its boards, officers and employees.
- C. The Contractor agrees to indemnify the municipality for any applicable deductibles.
- D. Required limits of insurance:
 - i. Commercial General Liability - \$1,000,000 per occurrence / \$2,000,000 aggregate;
 - ii. Automobile Liability - \$1,000,000 combined single limit for hired/owned, hired and borrowed and non-owned motor vehicles;
 - iii. Workers' Compensation - Statutory Workers' Compensation and Employers Liability insurance for all employees; said coverage to be one of the following forms:
 - (a) CE-200 - Certificate of Attestation of Exemption from NYS Workers' Compensation and/or Disability Benefits Coverage (*Effective 12/1/08, this form can be filled out electronically on the Workers' Compensation Board website*

(www.web.state.ny.us) under the heading of "Forms". Those businesses filing electronically can print a finished CE-200 immediately upon completion. Those businesses without access to a computer may obtain a paper application for CE-200 by writing or visiting any District Office of the Workers' Compensation Board, and may wait up to four (4) weeks before receiving the form. Once the applicant receives the CE-200, the applicant will submit same to the County); OR

(b) C-105.2 - Certificate of Workers' Compensation Insurance (the business' insurance carrier will send this form to the County upon request); OR

(c) U-26.3 - Certificate of Workers' Compensation Insurance (this form is used in lieu of C-105.2, when the insurance is obtained through the New York State Insurance Fund); OR

(d) SI-12 - Certificate of Workers' Compensation Self-Insurance (the business calls the Board's Self-Insurance Office at 518-402-0247 to obtain this form); OR

(e) GSI-105.2 - Certificate of Participation in Workers' Compensation Group Self-Insurance (the business' Group Self-Insurance Administrator will send this form to the County upon request).

NOTE: ACORD forms are not acceptable proof of workers' compensation coverage.

(a) CE-200 - Certificate of Attestation of Exemption from NYS Workers' Compensation and/or Disability Benefits Coverage (Effective 12/1/08, this form can be filled out electronically on the Workers' Compensation Board website (www.wcb.state.ny.us) under the heading of "Forms". Applicant filing electronically can print a finished CE-200 immediately upon completion. Applicants without access to a computer may obtain a paper application for CE-200 by writing or visiting any District Office of the Workers' Compensation Board. Applicants using the manual process may wait up to four (4) weeks before receiving a CE-200. Once the applicant receives the CE-200, the applicant can then submit that CE-200 to the County); OR

(b) DB-120.1 - Certificate of Disability Benefits Insurance (the business' insurance carrier will send to the County upon request); OR

(c) DB-155 - Certificate of Disability Benefits Self-Insurance (the business calls the Board's Self-Insurance Office at 518-402-0247 to obtain).

E. Contractor acknowledges that failure to obtain such insurance on behalf of Warren County, its boards, officers and employees constitutes a material breach of contract and subjects it to liability for damages, indemnification and all other legal remedies available to the municipality. The Contractor is to provide Warren County with a Certificate of Insurance, evidencing that the above requirements have been met, upon request and not later than prior to the commencement of work or use of the facilities. The failure of Warren County to object to the contents of the Certificate or the absence of the same shall not be deemed a waiver of any and all rights held by Warren County. In addition to the foregoing, Warren County may, at any time, request a copy of the policies of insurance providing the coverage required herein, and the contractor shall, within ten (10) days furnish copies of said policies.

18. When appropriate, Contractors shall provide the Contractor with participant attendance records, grades or reports in a timely manner.
19. Contractors must submit vouchers with supporting documentation to Warren County Employment and Training on a timely basis. Final vouchers must be submitted no later than sixty days after the agreement end date. Warren County E&T is not responsible for payment of vouchers submitted after the sixty-day period.
20. The Contractor agrees that any and all inventions, conceived or first actually reduced to practice in the course of, or under this Agreement, or with monies supplied pursuant to this Agreement, shall be promptly and fully reported to the Department of Labor. Determination as to ownership and/or disposition of rights to such inventions, including whether a patent application shall be filed, and if so, the manner of obtaining, administering and disposing of rights under any patent application or patent which may be issued, shall made pursuant to all applicable law and regulations.
21. All materials developed and created by Contractor for the Department of Labor under this Agreement will be owned by the Department. Contractor agrees to execute all papers and perform all other acts reasonably necessary to assist the other to obtain and register copyrights and to effectuate the intention of this Agreement.