

Economic Growth & Development
Department of Employment and Training
AGENDA
August 23, 2022

Committee Members: WILD, McDevitt, Hogan, Strough, Leggett, Frasier and Magowan

- I. Committee meeting called to order by Chairman
- II. Motion to approve minutes of prior Committee meeting
- III. Action Agenda/New Business:
 1. Resolution Request to replace Michael Bittel on the Saratoga-Warren-Washington Workforce Development Board with Tricia Rogers, the new President of the Adirondack Regional Chamber of Commerce.
Rationale: Michael Bittel resigned from his ARCC position and his WDB position. Mrs. Rogers will complete his term through June 30, 2024.
 2. Resolution Request to appoint Mrs. Elizabeth Miller to the SWW WDB for a three-year term to June, 30, 2025.
Rationale: This seat is optional and Mrs. Miller's experience as a business and property owner is valuable to address the barriers to employment such as housing and transportation.
 3. Resolution Request to renew contract with BOCES for the High School Equivalency classes that prepare residents for the GED test.
Rationale: The classes are scheduled to resume this fall for youth up to age 24 to pursue their GED. BOCES facilitates the class and Employment & Training assists with the registration, support, and career readiness portion of the program for the youth enrolled.
 4. Resolution Request to Create a New Position of Student-to-Careers Program Specialist
Rationale: This position is funded by ARPA and it will help ensure that more students receive career exploration programming and services in an effort to recruit and retain the younger workforce.
 5. Resolution Request: Intent to Fill for Student-to-Careers Program Specialist
Rationale: The funding has already been approved through ARPA.
 6. Resolution Request to transfer funds from Dislocated Worker to Adult.
Rationale: This is an annual housekeeping item that is allowed and already approved by the WDB and NYSDOL.
 7. Resolution Request to Amend Budget to receive the Workforce Innovation & Opportunity Act (WIOA) funding for the Program Year 2022.
Rationale: The WIOA funding is available to utilize for services for PY22.

8. Resolution Request to update department name to Department of Workforce Development.
Rationale: The Department of Workforce Development reflects the mission and function of the department and the more contemporary name is consistent with the name used locally, regionally and nationally.

IV. Referral/Pending Items

V. Information for Discussion/Review

- I. General updates

VI. Privilege of the Floor and public comment (please allow for 15 second delay on live stream meetings)

VII. Motion to adjourn

Attachments:

- A. Resolution Request to appoint T. Rogers
- B. Email nomination letter for T. Rogers
- C. Resolution Request to appoint E. Miller
- D. Email nomination letter for E. Miller
- E. Email nomination letter for E. Miller
- F. Resolution request for new contract with BOCES
- G. Draft contract with BOCES
- H. Resolution Request to Create New Position
- I. Draft job description for new position
- J. Intent to Fill
- K. Resolution Request to transfer funds
- L. Resolution Request to amend budget to receive WIOA allocation
- M. Draft budget
- N. Resolution Request to update department name
- O. Resolution 404 of 1983

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: August 23, 2022

- (a) Name of Appointee: **Tricia Rogers**
- (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
Adirondack Regional Chamber of Commerce, President
- (e) Address of Appointee: **68 Warren Street, Glens Falls, NY 12801**
- (f) Title of Appointment:
Saratoga-Warren-Washington Workforce Development Board
- (g) Effective Date of Appointment:
9/16/22
- (h) Termination Date of Appointment:
6/30/2024
- (i) Name of Person Being Replaced (if applicable):
Michael Bittel
- (j) Reason for Replacement:
Resignation.

Ochsendorf, Liza

From: Michael Bittel <[REDACTED]>
Sent: Monday, August 8, 2022 9:01 PM
To: Ochsendorf, Liza
Subject: Tricia Rogers and Workforce Development Board

Follow Up Flag: Flag for follow up
Flag Status: Flagged

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Dear Liza,

It is with extreme support that I recommend Ms. Tricia Rogers, Adirondack Regional Chamber of Commerce President and CEO, to the Saratoga, Warren, and Washington County Workforce Development Board.

Having worked with Ms. Rogers for four years, I am extremely confident about her passion, commitment, and knowledge of our business community and greater community. I know she will make a thoughtful and dedicated member of the WFD Board.

Please call me if I can be of further assistance in regards to Ms. Rogers high qualifications. 518-368-1477.

Blessings,

Michael Bittel

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: August 23, 2022

- (a) Name of Appointee: Elizabeth Miller
- (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
Miller Mechanical, Inc. President/CEO
- (e) Address of Appointee: 51 Walnut Street, Glens Falls, NY 12801
- (f) Title of Appointment:
Saratoga-Warren-Washington Workforce Development Board
- (g) Effective Date of Appointment:
9/16/22
- (h) Termination Date of Appointment:
6/30/2025
- (i) Name of Person Being Replaced (if applicable):
N/A
- (j) Reason for Replacement:

Ochsendorf, Liza

From: Bill Batkay <Bill@millermech.com>
Sent: Tuesday, August 16, 2022 11:10 AM
To: Ochsendorf, Liza; Monahan, Marc
Subject: RE: Workforce Development Board nomination

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Liza,

I'm writing in support of Elizabeth Miller as a nominee to the board of the Saratoga-Warren-Washington Workforce Development, Warren County Representative. I've known Mrs. Miller for over 35 years and have had the pleasure of working for her as the controller of her businesses the past 15. Of her many outstanding qualities what stands out most is her heart for people, the North Country and seeing both thrive. She is committed to this mission in the giving of her gift's, talents and time. As controller I have witness her working countless hours in her businesses as well as the boards she serves on.

With two manufacturing businesses under her charge, Miller Mechanical Services and Doty Machine Works, she fully appreciates the need for trades people in our area. Mrs. Miller is dedicated to growing both businesses and creating good jobs for the North Country. Her commitment to North Country growth can also be seen in the significant investment she's making in downtown Glens Falls and the job's being created. In all her businesses it's not enough to create good jobs but jobs people would want to stay at for many years to come. This is proven in the work culture she has created and the many employees who have worked with her for many years.

I fully recommend Mrs. Miller to this Board.

Bill

Bill Batkay
Controller
Miller Mechanical Services, Inc.
Doty Machine Works
51 Walnut St.
Glens Falls, NY 12801
(P) 518-792-0430
(F) 518-792-2956
email: bill@millermech.com

From: Ochsendorf, Liza <ochsendorf@WarrenCountyNY.gov>
Sent: Thursday, August 11, 2022 2:38 PM
To: Bill Batkay <Bill@millermech.com>; Monahan, Marc <MMonahan@nbtbank.com>
Subject: RE: Workforce Development Board nomination

Ochsendorf, Liza

From: Monahan, Marc <MMonahan@nbtbank.com>
Sent: Friday, August 12, 2022 8:51 AM
To: Ochsendorf, Liza
Cc: Bill Batkay
Subject: Elizabeth Miller

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or on clicking links from unknown senders.

Liza,

Please see below my letter of support for Ms. Miller.

Please accept this letter of support for the nomination of Elizabeth Miller to the board of the Saratoga-Warren-Washington Workforce Development, Warren County Representative. I have been fortunate to have known and worked with Ms. Miller for over 10 years on various community endeavors and not for profit boards. I am always impressed with how much time, effort and dedication she has to both her own business as well as the local community. Much of the work and volunteering she does is behind the scenes and truly is in the sense of giving back to our region. Currently we both serve executive roles with the Adirondack Civic Center Coalition. On that board she also acts as our Human Resources chair in which she oversees the management and monitors the entire workforce. In that role she is very involved in job creation, recruitment and employee retention. Of course she also owns multiple corporations and oversees a large amount of skilled workers where she maintains the same HR role. I am in full support of her joining your board and thing she will serve her term with the same dedication I have witnessed through my experience. Feel free to reach out to me personally if you would like to discuss further.

Marc Monahan
North Country Regional Executive
Senior Vice President
518-698-9567



RESOLUTION REQUEST FORM NO. 3

Request for New Contract

DEPARTMENT NAME: Employment and Training

DATE: August 23, 2022

- (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 GED high school equivalency assessment for the 2022-2023 school year.
- (c) Name of Contractor: Washington-Saratoga-Warren-Hamilton-Essex Board of Cooperative Educational Services (BOCES)
- (d) Address of Contractor: 10 LaCrosse Street, Suite 6, Hudson Falls, NY 12839
- (e) Contractor's Contact Person and Telephone Number: Michelle Stockwell 518-581-3604
- (f) Has or will the Contract be provided, if so, please attach: Yes, attached
- (g) Commencement Date of Contract: on or after 9/27/2022
- (h) Termination Date of Contract: no later than 6/23/2023
- (i) Payment Provisions:
 - i) lump sum amount
 - ii) hourly rate amount
 - iii) total amount not to exceed \$16,986
 - 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 40.6293 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.

WITNESSETH

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 \$ 16,986 . 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 9/27/2022 and terminate after 6/15/2023 . 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 \$16,986.
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	\$ 12,417
Classroom time – 69 classes for 3 hrs. a class = 207 hours	
Prep time – 69 classes for 1 hr. a class = 69 hours	
New instructor Prep time = 20 hours	
Main Instructor Cost = 296 @ \$36.24	
Substitute hours* – 3 classes for 4 hrs. a class = 12 hours	
1 hour of prep per class = 3 hours	
Substitute Cost = 16 @ 45.20	
Total Instruction: \$11,483	
Administrative Oversight: .01 FTE @ \$45.01 hour = \$934	
Total Fringe	\$ 3,539
Classroom and material fees	\$ 600
Indirect Cost	\$ 430
Total Gross Expenditures	\$ 16,986
Total Contract Costs:	\$ 16,986
<i>*Unused substitute funds will be reallocated towards additional curriculum development.</i>	

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 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 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, 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 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 9/27/22 and finish no later than 6/15/23. 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 Salvation Army, 37 Broad Street, Glens Falls NY 12801. 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 (4:00 p.m. to 5:00 p.m.). Both parties may schedule breaks in instructional weeks to coincide with school breaks/holidays or as otherwise needed. If classes are cancelled due to school closings, they can be made up at times agreed upon by the instructors and ETA staff. Warren County Employment & Training has a separate agreement with The Salvation Army for renting the classroom space.

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

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 modification to this agreement at any time. A copy of such 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.

- c. 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.wcb.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.

RESOLUTION REQUEST FORM NO. 11

Request to Create New Position

DEPARTMENT NAME: Employment & Training Administration

DATE: 8/23/22

- (a) Title of Requested Position: Student-to-Careers Development Specialist
- (b) Annual Base Salary (and Grade if Applicable): \$50,104
- (c) Effective Date for New Position*: 9/16/22
**Please do not backdate unless the purpose is to correct an error.*
- (d) List Any Position in the Department's Table of Organization Being Deleted as a Result of this Request: (Include annual salary and grade if applicable):
N/A
- (e) Where are Funds in the Budget for this Position?
List Budget Code, Object Code, Full Title and Amount:
40.6293.4999 110
- (f) Is a Budget Transfer needed? YES NO
If yes, please complete Resolution Request Form No. 10 – Transfer of Funds
If no, please provide details on how the increase will be funded with the current budget:
- (g) Has Personnel Officer Reviewed and Approved of the New Position Title? YES NO
*(This is necessary **BEFORE** bringing the request to committee)*
- (h) Is this a mandated position? YES NO
If yes, please explain:
- (i) Is there expected revenue from this position? YES NO
If, please explain and complete Resolution Request Form No. 07 – Amend County Budget to recognize revenue:

STUDENT-TO- CAREERS DEVELOPMENT SPECIALIST

DISTINGUISHING FEATURES OF THE CLASS: An employee in this class is responsible for coordinating and providing career development services relating to the promotion of job readiness skills and other related workforce development program initiatives. Duties include collaborating with schools, parents, business/industry, postsecondary institutions and community organizations to facilitate connections and support for students' transition to postsecondary education and employment. The incumbent will focus on career development, preparatory services, transition services and local partnership development as well as education on local careers in the trades. The work is performed under the general supervision of a higher-level administrator with leeway allowed for the exercise of independent judgment. Does related duties as required.

TYPICAL WORK ACTIVITIES: (Illustrative only)

Builds and maintains professional relationships with Warren County school districts and BOCES with their guidance counselors, business teachers, and career related teachers to build on their existing curriculums that promote job readiness skills;

Collaborates with schools, businesses, and labor unions to develop programs, events, and opportunities for local students to have experiential learning opportunities about local and in-demand careers;

Supports school curriculum development for career awareness, exploration, and preparation for grades 8-12 primarily with the potential of expanding to elementary schools for some age appropriate programs;

Promotes the Warren County Career Center to area schools so that staff and faculty can be knowledgeable of available services and refer students who need additional support while also serving as an extension of the Career Center while you are in the schools;

Prepares and submits report information to the Saratoga-Warren-Washington Workforce Development Board about programs, services, and events for local students;

Tracks and maintains files relating to information distributed by the SWW WDB members about local industry needs and employment trends;

Develops communication practices to reach students via social media, email, and other technological outlets that will engage and invite students to participate in various career exploration activities and opportunities;

Works closely with the E&T Director to problem solve around industry workforce needs or trends and build strategies that support schools and industries in meeting the training and recruitment needs for the younger workforce;

Supports Department of Labor initiatives that can benefit local students and industries;

Performs related duties as assigned in support of Department programs and office administration needs.

REQUIRED KNOWLEDGE, SKILLS, ABILITIES AND ATTRIBUTES:

Good knowledge of federal and state rules and regulations regarding transition planning, special education, career/ technical education, employment, child labor/wage/ hour requirements; workplace accommodations, vocational rehabilitation and high school graduation requirements;

Working knowledge of curriculum and instruction, including NYS Common Core Standards and Career Development and Occupational Studies (CDOS) Learning Standards;

Ability to communicate effectively, both orally and in writing, in a variety of environments (education, business and industry, parental communication);

Working knowledge of federal, state, and local employment and training rules, regulations, and policies as they apply to training in the educational aspects of the programs;

Ability to establish and maintain positive working relationships with clients and partner agencies;

Ability to demonstrate problem solving skills for individual needs as well as the collective needs of a group or program;

Ability to multi-task and remain flexible;

Ability to prepare narratives and reports and communicate professionally both orally and in writing;

Ability to effectively use computer applications such as spreadsheets, word processing, calendar, e-mail and database software in performing work assignments;

Initiative, sound judgement, tact, courtesy.

MINIMUM QUALIFICATIONS:

- A) Bachelor's Degree* and two (2) years of *full-time paid* experience in 1) employment planning, placement or counseling; 2) educational curriculum development; 3) youth counseling or closely related field; or
- B) Associate's Degree* and four (4) years of experience of *full-time paid* experience in 1) employment planning, placement or counseling; 2) educational curriculum development; 3) youth counseling or closely related field.

NOTE: Your degree must have been awarded by a college or university accredited by a regional, national, or specialized agency recognized as an accrediting agency by the U.S. Department of Education/U.S. Secretary of Education. If your degree was awarded by an educational institution outside the United States and its territories, you must provide independent verification of equivalency. A list of acceptable companies who provide this service can be found on the Internet at <http://www.cs.ny.gov/jobseeker/degrees.cfm>. You must pay the required evaluation fee.

RESOLUTION REQUEST FORM NO. 12

Schedule "A"

NOTICE OF INTENT TO FILL VACANT POSITION

This notice of intent is filed whenever a department head plans to fill an existing funded position in their budget that is vacated due to a retirement, resignation, termination or promotion. This notice may not be used for requests to create a new position. For complete instructions on the procedure to be followed, see the reverse of this form.

DEPARTMENT HEAD COMPLETES THIS SECTION

Department: Employment & Training Payroll Dept. No: 40
Title of Position: Student-to-Careers Development Specialist Base Salary of Position: \$50,104 Grade: 14
Filling at Step # (If Known):
Budget code and title: 40.6293.4999 110 ARPA Union [x] Non-Union []
This position is vacated due to: [] Retirement [] Resignation [] Termination [] Promotion [x] Other
Employee No./Last Name: Date of Vacancy: N/A
Is this position mandated? [] Yes [x] No Is the position reimbursable? [x] Yes [] No
Source of reimbursement: [x] Federal 100% [] State % [] Other %

CIVIL SERVICE STATUS AND HUMAN RESOURCES DIRECTOR APPROVAL

[] Competitive-active eligible list [x] Competitive-no list (hiring would be provisional) [] Non-Competitive [] Other
Actual Impact to Budget Report will be provided monthly by Human Resources Director
Candidate's qualifications must be approved by Personnel Officer prior to hiring.
Human Resources Director has approved this form when initialed. 8/16/22

COUNTY ADMINISTRATOR COMPLETES THIS SECTION

- [x] The Administrator has no objection to the filling of the vacancy.
[] The Administrator objects to the filling of the vacancy.

Administrator Signature [Signature] Date 8-16-22

BUDGET OFFICER COMPLETES THIS SECTION

- [x] The Budget Officer has no objection to the filling of the vacancy.
[] The Budget Officer objects to the filling of the vacancy.

Budget Officer Signature Frank E. Thomas Date 8/16/22

SUPERVISORY COMMITTEE COMPLETES THIS SECTION

- Name of Committee
[] The committee has no objection to the filling of the vacancy.
[] The committee objects to the filling of the vacancy.
[] In the case of an emergency, Committee Chair has no objection to the filling of the vacancy.
[] In the case of an emergency, Committee Chair objects to the filling of the vacancy.

Ranking Committee Member Signature Date

RESOLUTION REQUEST FORM NO. 10

Request for Transfer of Funds

TO: AMANDA ALLEN, CLERK, WARREN COUNTY BOARD OF SUPERVISORS

DEPARTMENT NAME: Employment and Training

SIGNED: Liza Ochsendorf

DATE: August 23, 2022

<u>FROM CODE</u>	<u>TITLE</u>	<u>TO CODE</u>	<u>TITLE</u>	<u>AMOUNT</u>
40.6293.0305 433	WIOA Dislocated Worker	40.6293.0300 433	WIOA Adult	\$20,000.00

Please state reason for transfers requested: Annual housekeeping item allowed by WIOA and NYSDOL to carryover funds.

CONTINGENT FUND TRANSFER REQUESTS

<u>FROM CODE</u>	<u>TITLE</u>	<u>TO CODE</u>	<u>TITLE</u>	<u>AMOUNT</u>
A.1990 469	Contingent Account- Other Payments/Contributions			

Please state reason for transfer request:

Please file original request with Clerk of the Board and retain copy for your records.

RESOLUTION REQUEST

FORM NO. 7

Request to Amend County Budget*

**If this is the result of a grant award, also complete and submit Form No. 5 or 6*

DEPARTMENT NAME: Employment and Training Administration

DATE: August 23, 2022

(a) Purpose of Amendment: Amend Employment & Training budget to include the Workforce Innovation & Opportunity Act (WIOA) federal grant allocation for Program Year 2022 which runs through June 30, 2023.

(b) Appropriation Code, Object Code, Full Title and Amount:
Appropriation codes:

Workforce Innovation & Opportunity Act (WIOA)	Total	\$725,841.58
WIOA Adult	40 6293 0300	\$230,115.56
WIOA Dislocated Worker	40 6293 0305	\$184,599.01
WIOA Youth	40 6293 0310	\$237,820.38
WIOA Administrative	40 6293 0313	\$73,306.63

Object codes are on attachment.

(c) Revenue Code (with title), and Amount:

4791 (Workforce Innovation & Opportunity Act)	Total	\$725,841.58
WIOA Adult	40.6293.0300 4791	\$230,115.56
WIOA Dislocated Worker	40.6293.0305 4791	\$184,599.01
WIOA Youth	40.6293.0310 4791	\$237,820.38
WIOA Administrative	40.6293.0313 4791	\$73,306.63

REQUEST TO AMEND COUNTY BUDGET - ATTACHMENT

REVENUES				\$	725,841.56
40 0203 0300 4791	Program Year 2021 WVOA Title - Program - Adult	2022 WVOA Title - Program - Adult	\$	230,115.56	
40 0203 0305 4791	Program Year 2021 WVOA Title - Program - Dislocated Worker	2022 WVOA Title - Program - Dislocated Worker	\$	184,599.01	
40 0203 0310 4791	Program Year 2021 WVOA Title - Program - Youth	2022 WVOA Title - Program - Youth	\$	237,020.36	
40 0203 0313 4791	Program Year 2021 WVOA Title - Program - Admin	2022 WVOA Title - Program - Admin	\$	73,306.63	
	Program Year 2021 WVOA Title - Program - Adult	2022 WVOA Title - Program - Adult	\$	230,115.56	
40 0203 0300 110	Salary - Regular		\$	103,763.92	
40 0203 0300 411	Rent-Building/Property		\$	17,784.26	
40 0203 0300 423	Telephone		\$	1,665.78	
40 0203 0300 424	Data Processing & Internet Fees		\$	1,332.51	
40 0203 0300 433	Training - Client		\$	28,500.00	
40 0203 0300 226	Office equipment		\$	4,500.00	
40 0203 0300 266	Other equipment		\$	180.50	
40 0203 0300 410	Supplies		\$	1,651.07	
40 0203 0300 421	Equipment rental		\$	79.95	
40 0203 0300 424	Postage		\$	153.26	
40 0203 0300 426	Subscriptions		\$	2,399.78	
40 0203 0300 427	Memberships & dues		\$	422.80	
40 0203 0300 434	Allowances		\$	5,986.87	
40 0203 0300 439	Misc fees & expenses		\$	999.47	
40 0203 0300 444	Travel/Education/Conference		\$	932.84	
40 0203 0300 810	Retirement		\$	8,733.46	
40 0203 0300 830	Social Security		\$	6,433.36	
40 0203 0300 831	Medicare contribution		\$	1,594.58	
40 0203 0300 850	Unemployment insurance		\$	1,586.38	
40 0203 0300 855	Disability		\$	13.24	
40 0203 0300 860	Hospitalization		\$	28,445.03	
40 0203 0300 863	Dental		\$	511.13	
40 0203 0300 840	Worker's Compensation		\$	3,086.15	
40 0203 0300 861	Retiree Hospitalization		\$	12,201.63	
	Program Year 2021 WVOA Title - Program - Dislocated Worker	2022 WVOA Title - Program - Dislocated Worker	\$	184,599.01	
40 0203 0305 110	Salary-Regular		\$	74,638.59	
40 0203 0305 220	Office equipment		\$	5,500.00	
40 0203 0305 260	Other equipment		\$	2,500.75	
40 0203 0305 410	Supplies		\$	3,866.23	
40 0203 0305 411	Rent-Building/Property		\$	11,721.20	
40 0203 0305 421	Equipment rental		\$	2,153.66	
40 0203 0305 423	Telephone		\$	1,317.87	
40 0203 0305 424	Postage		\$	485.43	
40 0203 0305 426	Subscriptions		\$	2,265.29	
40 0203 0305 427	Memberships & dues		\$	2,235.68	
40 0203 0305 428	Data processing & internet fees		\$	1,994.30	
40 0203 0305 434	Allowances		\$	2,713.13	
40 0203 0305 435	Misc fees & expenses		\$	2,690.72	
40 0203 0305 433	Training - Client		\$	23,500.00	
40 0203 0305 444	Travel/Education/Conference		\$	2,655.00	
40 0203 0305 610	Retirement		\$	10,778.16	
40 0203 0305 630	Social Security		\$	5,639.67	
40 0203 0305 631	Medicare contribution		\$	1,145.09	
40 0203 0305 640	Worker's Compensation		\$	1,553.76	
40 0203 0305 650	Unemployment Insurance		\$	1,809.98	
40 0203 0305 655	Disability		\$	1,059.85	
40 0203 0305 660	Hospitalization		\$	11,316.00	
40 0203 0305 661	Retiree Hospitalization		\$	6,389.27	
40 0203 0305 665	Dental		\$	562.30	
	Program Year 2021 WVOA Title - Program - Youth	2022 WVOA Title - Program - Youth	\$	237,020.36	
40 0203 0310 110	Salaries - Regular		\$	76,023.85	
40 0203 0310 130	Salaries - Part Time		\$	51,000.00	
40 0203 0310 220	Office equipment		\$	5,551.37	
40 0203 0310 260	Other equipment		\$	1,167.28	
40 0203 0310 410	Supplies		\$	3,720.80	
40 0203 0310 411	Rent - Building/Property		\$	17,599.23	
40 0203 0310 421	Equipment rental		\$	180.30	
40 0203 0310 423	Telephone		\$	1,672.81	
40 0203 0310 424	Postage		\$	333.83	
40 0203 0310 426	Subscriptions		\$	2,401.48	
40 0203 0310 427	Memberships & dues		\$	2,350.92	
40 0203 0310 428	Data processing & internet fees		\$	1,838.25	
40 0203 0310 439	Misc fees & expenses		\$	1,603.69	
40 0203 0310 444	Travel/Education/Conference		\$	1,236.78	
40 0203 0310 470	Contact		\$	15,836.00	
40 0203 0310 810	Retirement		\$	6,196.32	
40 0203 0310 820	Social Security		\$	7,980.48	
40 0203 0310 831	Medicare		\$	1,870.85	
40 0203 0310 840	Worker's Compensation		\$	2,470.47	
40 0203 0310 850	Unemployment insurance		\$	1,180.01	
40 0203 0310 855	Disability		\$	110.64	
40 0203 0310 860	Hospitalization		\$	24,960.66	
40 0203 0310 861	Retiree hospitalization		\$	6,437.21	
40 0203 0310 865	Dental		\$	410.65	
	Program Year 2021 WVOA Title - Program - Admin	2022 WVOA Title - Program - Admin	\$	73,306.63	
40 0203 0313 110	Salaries - Regular		\$	33,997.71	
40 0203 0313 220	Office equipment		\$	2,500.00	
40 0203 0313 260	Other equipment		\$	1,133.63	
40 0203 0313 410	Supplies		\$	834.82	
40 0203 0313 411	Rent-Building/Property		\$	5,794.37	
40 0203 0313 421	Equipment rental		\$	46.08	
40 0203 0313 423	Telephone		\$	543.54	
40 0203 0313 424	Postage		\$	43.46	
40 0203 0313 426	Subscriptions		\$	1,130.44	
40 0203 0313 427	Memberships & dues		\$	1,081.53	
40 0203 0313 428	Data processing & internet fees		\$	434.82	
40 0203 0313 439	Misc Fee & Expenses		\$	326.12	
40 0203 0313 444	Travel/Education/Conference		\$	1,304.38	
40 0203 0313 610	Retirement		\$	10,432.34	
40 0203 0313 630	Social Security		\$	3,514.83	
40 0203 0313 631	Medicare contribution		\$	492.97	
40 0203 0313 640	Worker's Compensation		\$	1,032.72	
40 0203 0313 650	Unemployment insurance		\$	640.67	
40 0203 0313 655	Disability		\$	4.43	
40 0203 0313 661	Hospitalization		\$	4,290.53	
40 0203 0313 660	Retiree Hospitalization		\$	3,514.18	
40 0203 0313 665	Dental		\$	171.04	
			\$	725,841.56	

RESOLUTION REQUEST FORM NO. 20

MISCELLANEOUS

**Please List All Other Requests Not Covered by Previous Resolution Request Forms Here.
Please attach any backup information available and be as detailed as possible.*

DEPARTMENT NAME: Employment & Training

DATE: August 23, 2022

- (a) Purpose of Request:
Update the name of the department to Workforce Development.

- (b) Details:
The request to update the name of the department is so that it is reflective of the scope of the work in mission, function and title.

- (c) Previous Resolution Number:
404 of 1983

- (d) Where are the Funds (if required)? List Budget Code, Object Code, Full Title* and Amount:
N/A

Sample: A.8021 470 Planning & Community Development – Contract

* as listed in budget and LOGOS

Warren County Board of Supervisors

RESOLUTION NO. 404 OF 198 3

Resolution introduced by Supervisors Leonbruno, Barton, Grant, Baker,
Delaney, Nichols and Scott

Sterling J. Goodspeed
Chairman
Town of Johnsbury
Frank Leonbruno
Town of Bolton
Schuyler J. Martin
Town of Chester
James L. Nichols
Glens Falls - Ward 1
Anthony J. Scott
Glens Falls - Ward 2
Daniel V. Hogan
Glens Falls - Ward 3
James W. Malone
Glens Falls - Ward 4
Edward J. Murphy
Glens Falls - Ward 5
Richard E. Bolton
Town of Hague
Robert C. Delaney
Town of Horicon
Dennis Dickinson
Town of Lake George
Victor R. Grant
Town of Lake Luzerne
Frances J. Walter
Town of Queensbury
William H. Barton
Town of Queensbury
Thomas J. Murphy
Town of Queensbury
Lloyd H. Demboski
Town of Queensbury
Hammond Robertson
Town of Queensbury
John T. O'Neill
Town of Stony Creek
Edwin J. Baker
Town of Thurman
Charles E. Hastings
Town of Warrensburg

AUTHORIZING THE CHANGE IN OFFICE DESIGNATION FOR JTPA PROGRAMS AND RELATED ACTIVITIES

WHEREAS, all program activities previously authorized by the Comprehensive Employment and Training Act (CETA), as amended, terminated effective September 30, 1983, and

WHEREAS, the current Warren County CETA Office will continue to administer local employment and training programs authorized through the Job Training Partnership Act (JTPA) of 1982 and other related activities, be it

RESOLVED, that the Warren County CETA Office shall henceforth be known as the Warren County Employment and Training Administration, and be it further

RESOLVED, that Resolution No. 77 of 1980 be, and the same hereby is, amended.

ADOPTED BY UNANIMOUS VOTE

RESOLUTION REQUEST FORM NO. 3

Request for New Contract

DEPARTMENT NAME: Employment & Training

DATE: 8/22/2022

- (a) Is this a Result of a Bid or Request for Proposal?
No.
- (b) Purpose of Contract:
Use of The Salvation Army facilities for the high school equivalency (GED) class for youth up to age 24. Billing Warren County at \$10.00 per hour.
- (c) Name of Contractor:
The Salvation Army
- (d) Address of Contractor: **37 Broad Street, Glens Falls, NY 12801**
- (e) Contractor's Contact Person and Telephone Number:
Hilary Akwue (518) 792-1960
- (f) Has or will the Contract be provided, if so, please attach:
Yes.
- (g) Commencement Date of Contract:
September 26, 2022
- (h) Termination Date of Contract:
June 30, 2023
- (i) Payment Provisions: i) lump sum amount
ii) hourly rate amount
iii) total amount not to exceed **\$5,000**
iv) how will payments be made (i.e. monthly, quarterly, upon completion of the project, etc.)
Quarterly
- (j) Where are the Funds for this Contract? List Budget Code, Object Code, Full Title* and Amount: **OR** Capital Project **OR** Capital Reserve Project Number, Title, and Amount:
\$5,000.00 Workforce Innovation & Opportunity Act (WIOA-Youth) 40.6293 0310 470

Sample: A.1010 470 Legislative Board – Contract \$xx.xx
Capital Project No. H289.9550 480 – Old Jail Renovations \$xx.xx

*as listed in budget and LOGOS

Facilities Usage Agreement

Parties:

Warren County Employment & Training
333 Glen Street, Suite 300
Glens Falls, NY 12801

The Salvation Army
37 Broad Street
Glens Falls, NY 12801

Term: The term of this agreement is September 26, 2022 through June 30, 2023.

Warren County Employment & Training is utilizing one (1) classroom at The Salvation Army located at 37 Broad Street for the purpose of General Education Development (GED) classes and corresponding Career Classes for the academic year on Tuesday and Thursday afternoons from 12:30pm-5:00pm. These time frames include preparation before the classes and clean up time after the classes.

Warren County Employment & Training agrees to pay The Salvation Army \$10.00 per hour and will pay on a quarterly basis after the hourly use of space is recorded and invoiced. Warren County is responsible for holding general liability insurance for all instructors and participants in the programs and classes held at The Salvation Army.

The Salvation Army agrees to be responsible for janitorial services of the classroom space and administrative assistance as needed. The Salvation Army agrees to invoice Warren County Employment & Training on a quarterly basis for hours used in the classroom space.

If additional space usage is requested on an as needed basis beyond the scheduled time frames, The Salvation Army reserves the right to approve or deny and determine the appropriate hourly fee rate.

Both parties can cancel this agreement at any time but must give a 30-day notice to the other party.

The Salvation Army, Commanding Officer

Warren County Chair, Board of Supervisors

Date: _____

Date: _____