

Economic Growth & Development
Department of Workforce Development

AGENDA

July 24, 2024

Etu, Strough, Bean, Maday, Turner, Crocitto and Wild

- I. Committee meeting called to order by Chairman**
- II. Motion to approve minutes of prior Committee meeting**
- III. Privilege of the Floor and Public**
- IV. Action Agenda/New Business:**
 - A. Resolution request for new contract with Metrix Online Learning (NY Wired) for a three-year term. Contract is paid by federal WIOA grant.
Rationale: A multi-year contract provides a discount and unlimited licensing for Warren County residents, employers, and job seekers for thousands of online courses. Expansion of the contract this year includes additional certification opportunities and gaming options to learn new skills.
 - B. Resolution request for new contract with SUNY Plattsburgh to assist with providing internships for their students at Warren County departments, agencies, and companies. Contract is paid by ARPA and WIOA grants.
Rationale: Building relationship with SUNY Plattsburgh campus in Queensbury allows more students to connect to local career opportunities upon completion of their degree programs. The internship program helps build those connections and the Workforce Development budget includes funding for internship salaries or stipends.
 - C. Resolution request for a new contract with Big Brothers Big Sisters (BBBS) of the Southern Adirondacks. Contract is paid by federal WIOA grant.
Rationale: The Y-Reconnects grant through Warren County Probation has expired and there is a desire to keep the worksite mentorship program going for youth who could benefit from the work experience and business mentor. The contract helps cover the costs of the BBBS staff to work on this program.
 - D. Resolution request for a new contract with Wilhelm Entertainment for DJ services at job fairs, hiring events, and workforce celebrations. Contract is paid by federal WIOA grant.
Rationale: The need is increasing as events increase and previously relied on schools or business partners to pay for the DJ services.
- V. Referral/Pending Items**
- VI. Information for Discussion/Review**
 - A. Staffing updates

B. General workforce updates

VII. Privilege of the Floor and Public

VIII. Motion to Adjourn

Attachments:

- A. Resolution request form for new contract with Metrix
- B. Draft Metrix agreement
- C. Resolution request form for new contract with SUNY Plattsburgh
- D. Draft SUNY Plattsburgh agreement
- E. Resolution request form for new contract with BBBS
- F. Draft agreement with BBBS
- G. Itemized budget for BBBS expenses
- H. Resolution request form for new contract with Wilhelm Entertainment
- I. Draft agreement with Wilhelm Entertainment

RESOLUTION REQUEST FORM NO. 3

Request for New Contract

DEPARTMENT NAME: Workforce Development

DATE: 7/24/24

- (a) Is this a Result of a Bid or Request for Proposal?
No
- (b) Purpose of Contract:
New three-year contract with NY Wired for Education (Metrix Learning) for unlimited licenses for online learning and training for Warren County residents, businesses, and job seekers.
- (c) Name of Contractor:
New York Wired for Education (Metrix Learning)
- (d) Address of Contractor: **225 E Robinson Street, Suite 570, Orlando, FL 32801**
- (e) Contractor's Contact Person and Telephone Number:
Kimberly Brophy 855-481-4223
- (f) Has or will the Contract be provided, if so, please attach:
Yes
- (g) Commencement Date of Contract:
August 1, 2024
- (h) Termination Date of Contract:
July 31, 2027
- (i) Payment Provisions: i) lump sum amount **\$12,282**
ii) hourly rate amount **\$175/hrextra to customize**
iii) total amount not to exceed
iv) how will payments be made (i.e. monthly, quarterly, upon completion of the project, etc.)
Annually
- (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:
40.6293.0300 0305 0310 433

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



METRIX LEARNING SERVICES AGREEMENT

THIS AGREEMENT (“Agreement”) is effective as of the date of the last signatory hereto (“Effective Date”), by and between **New York Wired for Education, Inc dba Metrix Learning**, located at 225 E Robinson Street, Suite 570, Orlando, FL 32801, Warren County One Stop located at 333 Glen Street, Suite 300, Glens Falls, NY 12801.

I. DESCRIPTION OF SERVICES –

- a. Learning Management System (“LMS”): The Metrix Learning LMS provides user management and delivery of training content. The LMS is accessible 24/7 from any computer with internet access. Features include:
 - i. Dashboards: Easy-to-use customer and administrator dashboards.
 - ii. Career Pathways Tool: Skill assessment and learning plans for ten (10) industry paths, 200+ growth occupations.
 - iii. Certificates of Completion and Badges: Customers are awarded a certificate of completion for passing each course module. Customers can also receive digital badges for completion of bundles of courses.
 - iv. Reporting: There are both automated reports delivered via email monthly, and standard reports accessible in the LMS administrator functions. These reports include registrations, course launches, and completion data.
- b. Customizations: Other customizations not listed as included in the list below will be billed at \$175/hour. Quotes will be provided on estimated hours for approval before any development work begins.
 - i. Included customizations:
 - Organization’s logo on login page and certificate of completion
 - Custom Metrix site URL
 - Custom SkillUp portal URL
 - Self-directed registration form with system default form fields
 - Up to 5 partner locations/groups
 - ii. Examples of additional customizations and/or development billed at hourly rates:
 - Making changes to default system emails
 - Uploading Organization/WDB’s custom course content

- Adding registration form data fields outside of system default fields
 - Creating custom pathways or clusters
 - Bulk editing
 - Customized reports
 - Third-party integrations
- c. Learning Content Licenses: Eligible individuals served by Organization/WDB qualify to receive a one hundred and eighty (180) day license to eLearning content. Each license grants an individual access to take unlimited courses in the assigned content library.
- i. Content licenses included in this contract:
 - Unlimited licenses to Skillsoft Business/Desktop/IT content library
 - Unlimited licenses to TPC Manufacturing/Skilled Trades content library
 - Unlimited licenses to 1Huddle gamification
- d. Implementation & Administrator Support: Metrix Learning will conduct periodic reviews with Organization/WDB to address usage, goals, and critiques.
- i. Included services and support:
 - Virtual launch/strategy meeting with key staff.
 - Unlimited administrator accounts to access system reports and edit/add user accounts.
 - 2 virtual training sessions at the start of contract for frontline staff responsible for hosting orientation sessions, delivering services, managing customers, tracking data, etc.
 - 1 refresher training session
 - 5 custom course clusters
 - 5 virtual training sessions for community partners/employers
- e. Outreach services:
- i. Outreach services include:
 - Weekly emails to registered users
 - Email templates, brochure/flier template, and sample social media graphics for Organization/WDB to utilize

RESOLUTION REQUEST FORM NO. 3

Request for New Contract

DEPARTMENT NAME: Workforce Development

DATE: 7/24/24

- (a) Is this a Result of a Bid or Request for Proposal?
No
- (b) Purpose of Contract:
Formalize partnership with SUNY Plattsburgh to help place their students in internships at Warren County departments, agencies, and businesses.
- (c) Name of Contractor:
SUNY Plattsburgh
- (d) Address of Contractor: **Regional Procurement Services
101 Broad Street
Plattsburgh, NY 12901**
- (e) Contractor's Contact Person and Telephone Number:
Mitchell Guanga 518-564-4606
- (f) Has or will the Contract be provided, if so, please attach:
Yes
- (g) Commencement Date of Contract:
August 1, 2024
- (h) Termination Date of Contract:
July 31, 2029
- (i) Payment Provisions: i) lump sum amount
ii) hourly rate amount **Minimum \$17/hr-interns**
iii) total amount not to exceed
iv) how will payments be made (i.e. monthly, quarterly, upon completion of the project, etc.)
Students paid on County payroll schedule.
- (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:
40.6293.4999 130 40.6293.0300 0305 0310 130

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

AFFILIATION AGREEMENT BETWEEN
WARREN COUNTY DEPARTMENT OF WORKFORCE DEVELOPMENT AND
STATE UNIVERSITY OF NEW YORK
College at Plattsburgh

This Agreement is made by and between Warren County Department of Workforce Development, with its principal office located at 333 Glen Street, Suite 300, Glens Falls, NY 12801 (hereinafter referred to as "Affiliate") and the State University of New York, an educational corporation organized and existing under the laws of the State of New York, and having its principal place of business located at University Plaza, Albany, New York 12246, for and on behalf of **SUNY Plattsburgh** (hereinafter referred to as "University").

WHEREAS, University has undertaken an educational program in the discipline of **Human Development and Family Relations** and

WHEREAS, University and Affiliate desire to have an association for the purpose of carrying out said educational program.

NOW, THEREFORE, it is agreed that:

1. The University shall assume full responsibility for planning and executing its educational program in the discipline of **Human Development and Family Relations** including programming, administration, curriculum content, faculty appointments, faculty administration and the requirements for matriculation, promotion and graduation, and shall bear all costs and expenses in connection therewith. The University further agrees to coordinate the program with Affiliate's designee. Attached as Exhibit B is a copy of the curriculum.
2. The University shall be responsible for assigning students to the Affiliate for practical experience. University shall notify the Affiliate one (1) month in advance of the planned schedule of student assignments to practical duties including the dates, number of students and instructors. The schedule shall be subject to written approval by the Affiliate.
3. The University, at its sole cost and expense, shall provide faculty as may be required for the teaching and supervision of students assigned to the Affiliate for practical experience.
4. The University agrees that at all times students and faculty members are subject to the supervision of the Affiliate and are considered part of the Affiliate's workforce only for purposes

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of access to and disclosure of protected health information (“PHI”) as defined by 45 CFR 164.501. University shall inform students and faculty that they must comply with all rules applicable to both students and faculty while at the Affiliate’s facility, and that failure to comply shall constitute a cause for terminating such student’s assignment to or such faculty member’s relationship with the Affiliate. The Affiliate will provide copies of all policies and procedures to the students and faculty members. The University and Affiliate agree to cooperate with one another’s operational, regulatory, licensure and accreditation requirements including but not limited to related surveys, audits, and other reviews.

5. Students and faculty members shall respect the confidential nature of all information that they have access to in accordance with the policies and procedures of the University and the Affiliate. Affiliate acknowledges that the University is a public entity and that Affiliate’s proprietary information may be subject to disclosure pursuant to New York State Public Officers Law or other applicable law. The University is an agency of the State of New York, and as such, any and all agreements to which the University is a party are considered public record and subject to disclosure under the New York State Freedom of Information Law (“FOIL”).

6. The Affiliate may terminate any student’s or faculty member’s assignment from the Affiliate when a student or faculty member is unacceptable to the Affiliate for reasons of health, performance, or for other reasons which, in the Affiliate’s reasonable judgment and to the extent allowed by law, cause the continued presence of such student or faculty member at the Affiliate not to be in the best interest of the Affiliate. Any such action will be reported by the Affiliate to the University orally and in writing.

7. The Affiliate, as it deems necessary and proper, shall make available for student experience classrooms and other facilities, including equipment and supplies, libraries, and cafeteria facilities, consistent with its current policies in regard to availability. The Affiliate shall also provide orientation for the University faculty and students.

8. The Affiliate shall have no responsibility for the transportation of faculty or students.

9. Except as set forth in Paragraph 4 of this Agreement, students and faculty members shall not be deemed to be employees, servants or agents of the Affiliate, but shall be considered invitees. Neither party shall pay the other any compensation or benefits pursuant to this Agreement. The parties acknowledge that the Affiliate is not providing any insurance,

professional or otherwise, covering any students or faculty members.

10. The University agrees that it shall secure Workers' Compensation Insurance for the benefit of all faculty and other University employees required to be insured by Workers' Compensation Law, and shall maintain such coverage throughout the duration of this Agreement. For the purposes of Workers' Compensation Law, no student or faculty member is to be considered an employee, servant or agent of the Affiliate.

11. Subject to the availability of lawful appropriations and consistent with the New York State Court of Claims Act, University shall hold the Affiliate harmless from and indemnify it for any final judgment of a court of competent jurisdiction for the University's failure to perform its obligations hereunder or to the extent attributable to the negligence of the University or of its officers or employees when acting within the course and scope of this Agreement.

12. The Affiliate shall indemnify and hold harmless the University, its officers, employees and agents from and against any and all damages, claims, losses and/or expenses (including reasonable attorney's fees) which may finally be assessed against the University in any action arising out of the acts or omissions of the Host under this Agreement. The State of New York reserves the right to join in any such claim, demand or suit, at its sole expense, when it determines there is an issue involving a significant public interest.

13. University shall maintain during the term of this Agreement liability insurance, in amounts not less than \$3,000,000 for bodily injury and property damage combined single limit; and the Affiliate is to be additionally named insured under such liability policy or policies. The persons insured under such policy or policies shall be the students of the State University of New York with respect to liability arising out of their participation in the program carried out under this Agreement. The University's faculty members are covered by the defense and indemnification provisions of section 17 of the Public Officers Law with respect to liability arising out of their participation in the clinical program carried out under this Agreement. The University agrees to notify the Affiliate in writing no less than ten (10) days written notice prior to the cancellation, modification or non-renewal of any insurance coverage. Notwithstanding the foregoing, the Affiliate shall remain liable for direct damages resulting from its negligence.

14. It is mutually agreed that neither party shall discriminate on the basis of race, color, national origin, religion, creed, age, disability, sex, gender identity, gender expression, sexual

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orientation, familial status, pregnancy, predisposing genetic characteristics, military status, domestic violence victim status, or criminal conviction.

15. In accordance with the provisions of the Family Educational Rights and Privacy Act (“FERPA”), in order for the University to share information about the student from the student’s educational records, the Affiliate must agree not to disclose the information to a third party without the student’s consent, and to use the information only for the purposes for which it was disclosed.

16. This agreement shall be governed by the laws of the State of New York without regard to conflict of law provisions. Any dispute arising under this Agreement shall be resolved in a court of competent jurisdiction in the State of New York. This Agreement contains the entire understanding of the parties with respect to the matters contained herein.

17. This Agreement or any of its provisions shall not be assigned, delegated, transferred, conveyed, sublet, or otherwise disposed of without the prior written consents of the University, the New York State Attorney General and the New York State Office of the State Comptroller, and any attempts to assign, delegate, transfer, convey, sublet, or otherwise dispose of this Agreement without said written consents shall be null and void.

18. The effective date of this Agreement shall be August 1, 2024 and shall continue in full force and effect for five (5) years or until terminated as set forth in this paragraph. This Agreement may be terminated by either party upon ninety (90) days written notice to the other, provided, however, that no such termination shall take effect until the students already placed in the program have completed their scheduled clinical training.

19. For purposes of written notification:

To the UNIVERSITY

State University of New York at Plattsburgh
Regional Procurement Services
101 Broad Street
Plattsburgh, NY 12901

To the Affiliate

Warren County Department of Workforce Development
333 Glen Street, Suite 300
Glens Falls, NY 12801

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the dates set forth below:

By: Warren County Department of Workforce Development
Kevin Geraghty _____ Date

By: SUNY Plattsburgh _____
Jenna Beauregard _____ Date
Director of Contracts & Purchasing Services

RESOLUTION REQUEST FORM NO. 3

Request for New Contract

DEPARTMENT NAME: Workforce Development

DATE: 7/24/24

- (a) Is this a Result of a Bid or Request for Proposal?
No
- (b) Purpose of Contract:
Maintain youth employment mentoring program. Replacing the Y-Reconnects Grant that termed.
- (c) Name of Contractor:
Big Brothers Big Sisters of the Southern Adirondacks
- (d) Address of Contractor: **1 Lawrence Street, Suite 1B Glens Falls, NY 12801**
- (e) Contractor's Contact Person and Telephone Number:
Bill Moon, Executive Director 518-307-2702 or 518-798-1010
- (f) Has or will the Contract be provided, if so, please attach:
Yes
- (g) Commencement Date of Contract:
September 1, 2024
- (h) Termination Date of Contract:
June 30, 2025
- (i) Payment Provisions: i) lump sum amount
ii) hourly rate amount
iii) total amount not to exceed **\$15,000**
iv) how will payments be made (i.e. monthly, quarterly, upon completion of the project, etc.
- (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:**
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

Memorandum of Understanding for Employment Mentoring Program

THIS AGREEMENT is effective as of the date of the last signatory hereto, by and between **Big Brothers Big Sisters of the Southern Adirondacks**, located at 1 Lawrence Street, Suite 1B in Glens Falls and the Warren County Workforce Development located at 333 Glen Street, Suite 300, Glens Falls, NY 12801.

I. Big Brothers Big Sisters of the Southern Adirondacks agrees to:

- Assist with recruiting appropriate employers
- Assist with recruiting youth participants (outreach to schools and using youth currently connected to BBBS)
- Co-facilitate the interviews of youth and employers
- Manage the background check process for the worksite mentors
- Create promotional flyer to be distributed along with Big Futures promotion
- Secure wrap-up celebration location
- Collaborate, problem solve, and evaluate successes and challenges in partnership with Workforce Development staff
- Communicate any and all physical health, mental health, or safety concerns, where confidentiality allows, in order to prevent incidents and escalating situations

II. Warren County Workforce Development agrees to:

- Assist with recruiting appropriate employers
- Assist with recruiting youth participants (outreach to schools and using youth currently connected to BBBS)
- Co-facilitate the interviews of youth and employers
- Submit youth timesheets
- Conduct program orientation to outline employer expectations
- Create certificates for youth who successfully complete program
- Collaborate, problem solve, and evaluate successes and challenges in partnership with Workforce Development staff
- Communicate any and all physical health, mental health, or safety concerns, where confidentiality allows, in order to prevent incidents and escalating situations

III. COSTS, SERVICE TERM, AND PAYMENT

- a. Cost: The service described above is at a total cost of **\$15,000**
- b. Service Term: The service term is 10 months: **September 1, 2024 to June 30, 2025.**



Itemized Budget for Warren County and Big Brothers Big Sisters Employment Mentoring program:

BBBS 2024 - 2025 Program Expense:

<i>Background Checks:</i>	\$150
<i>Facilities fees (phone, office space, printing, technology etc.)</i>	\$800
<i>Mileage:</i>	\$300
<i>Insurance:</i>	\$750
<i>Staffing (Recruitment, vetting, enrollment, training, and Match support and reporting) 340 hours x \$35 Program Staff hourly</i>	\$12,075
<i>Staff FICA</i>	\$923
TOTAL COST:	\$14,998

Itemized Budget for Warren County’s direct expenses not included (County staffing, and student stipends)

Service Agreement

THIS AGREEMENT is effective as of the date of the last signatory hereto, by and between **Wilhelm Entertainment**, located at 543 Selfridge Road, Gansevoort, NY, 12831 and **Warren County Workforce Development**, located at 333 Glen Street, Suite 300, Glens Falls, NY 12801.

- I. Peter Wilhelm of Wilhelm Entertainment agrees to:
 - Provide power amplifier (PA) rental
 - MC/ public speaking
 - Select appropriate music for each event/setting/audience
 - Sound Engineering
 - Lighting Rentals as needed
 - Provide up to 40 hours of service per year (10 x 4 hour events, etc.)

- II. Warren County Workforce Development agrees to:
 - Notify Wilhelm Entertainment of upcoming events as soon as possible
 - Provide information regarding the event needs and audience
 - Pay invoices within 30 days of event services

- III. COSTS, SERVICE TERM, AND PAYMENT
 - **WITH NO EQUIPMENT NEEDED** (\$75/ Hour)
 - **DJ/MC; with PA Rental for 20-200 People** (\$100/ Hour)
 - **DJ/MC with PA & Lighting Rental** (\$150/ Hour)

Service Term: **September 1, 2024 to June 30, 2027** (three years)

Payment Terms: Warren County Workforce Development will pay per event and via invoice received from Wilhelm Entertainment.

IV. AMENDMENTS

- a. Either party upon mutual agreement may modify this Agreement. No modification of this Agreement will be effective unless it is in writing, signed and dated by both parties.

