

Economic Growth & Development
Department of Workforce Development

AGENDA

August 21, 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 WSWHE BOCES for Youth GED class for the upcoming academic year.
Rationale: This class and partnership assists Warren County youth in obtaining their high school equivalency and the contract covers the expenses of the instructor's salary, fringe, and materials.
 - B. Resolution request to transfer Warren County Workforce Development funds.
Rationale: To balance the budget and allocate the funds to the Training code.
 - C. Resolution request to amend resolution of the ARPA funded Job Coach position to include other part-time summer positions as well, including summer interns.
Rationale: The ARPA Committee originally requested that the resolution (R273 of 2022) was renewed each year and it has not been and it is also mislabeled in New World as TANF instead of ARPA. The Job Coach and summer interns have been invaluable for three summers and requesting to use the \$30,000 allocation for temporary summer positions.
 - D. Resolution request to amend budget to allocate expenditures for four years of salary and fringe for the Student to Careers Development Specialist (R323 of 2022) for \$250,000.
Rationale: To balance the budget for the annual expenditures. Total cost is \$62,500 per year from 2023-2026.
 - E. Resolution request to approve the Saratoga-Warren-Washington Workforce Development Board budget, funded by Saratoga County this year.
Rationale: The WIOA regulations and Multi-Jurisdictional Agreement require that each county approves the annual budget.
- V. Referral/Pending Items**
- VI. Information for Discussion/Review**

A. General workforce updates

VII. Privilege of the Floor and Public

VIII. Motion to Adjourn

Attachments:

- A. Resolution request for new contract
- B. Draft agreement with BOCES for GED class
- C. Resolution request to transfer funds
- D. Resolution request to amend resolution for ARPA funded summer positions
- E. Resolution 273 of 2022
- F. Amend budget for ARPA funded Student to Careers Development Specialist
- G. Resolution 323 of 2022
- H. Resolution request to approve Saratoga-Warren-Washington Workforce Development Board annual budget
- I. WDB Memorandum
- J. WDB Budget for Program Year 2024
- K. Memorandum and Multijurisdictional Agreement

RESOLUTION REQUEST FORM NO. 3

Request for New Contract

DEPARTMENT NAME: Workforce Development

DATE: August 21, 2024

- (a) Is this a Result of a Bid or Request for Proposal? No.

- (b) Purpose of Contract: To provide high school equivalency class to youth aged 16-24 in Warren County.

- (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 9/17/2024

- (h) Termination Date of Contract: No later than 6/30/2025

- (i) Payment Provisions:
 - i) lump sum amount
 - ii) hourly rate amount
 - iii) total amount not to exceed \$19,467
 - iv) how will payments be made (i.e. monthly, quarterly, upon completion of the project, etc. Quarterly or at completion of program

- (j) Where are the Funds for this Contract? List Budget Code, (with title), Object Code (with title), and Amount: **OR** Capital Project **OR** Capital Reserve Project Number, and Title, and Amount: WIOA youth contract - 41 6293 0310 470

Workforce Investment Act
Agreement for Training or Services
Between

Subrecipient: _____

County: _____

Agency Name:

Name:

Washington-Saratoga-

Warren-Hamilton-Essex BOCES

Warren County Workforce Development

Address:

and Address:

10 LaCrosse Street, Suite 6

Hudson Falls, NY 12839

333 Glen Street, Suite 300

Glens Falls, New York 12801

This agreement is entered into by Washington-Saratoga-Warren-Hamilton-Essex BOCES, hereinafter referred to as the Subrecipient and Warren County, hereinafter referred to as the County. The parties mutually agree as follows:

A. Obligation

The County shall provide funding and the Subrecipient shall provide the services described herein in accordance with the agreement and attachments.

1. Type of Services Youth Educational Program
2. Expenditures shall not exceed \$19,467
3. This agreement shall take effect on 9/03/24 and terminate on 6/17/25 inclusive.

B. Attachments

The following attachments are integral parts of this agreement:

1. Basic Agreement
2. Estimated Program Costs & Payment Schedule
3. Statement of Work
4. WIOA Youth Performance Goals
5. Assurances and Certifications

C. Modification

1. This modification _____ (increase) _____ (decrease) _____ does not change the amount authorized previously from \$ _____ to _____
2. Description of Modification _____

D. Union Concurrence:

Does a labor organization represent 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 subcontract?

OR

Would this program be inconsistent with the terms of a Collective Bargaining Agreement?

— Yes — No (If yes to either, a statement of union concurrence is included and must be signed and attached to this contract)

In witness whereof, the parties hereto have caused this Agreement to be signed.

Subrecipient

Warren County

Signature

Date

Signature

Date

Dr. Turina M. Parker, Superintendent of Schools

Typed Name and Title

Kevin Geraghty, Chairman

Typed Name and Title

Approved as to form: _____
County Attorney

**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 \$19,467. 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 9/03/2024 and terminate after 6/17/2025. 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 \$19,467
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

Item	Amount
Total Salaries	\$12,404
Classroom time – 68 classes at 3 hours per class = 204 hours	
Prep time – 68 classes at 1 hour per class = 68 hours	
Professional Dev.- <i>(Including curriculum dev., workshops, conferences, meetings, etc.)</i> = 20 hours	
Main Instructor Cost = 292 hours at \$40.36 per hour	
<i>*Substitute hours – 3 classes at 3 hours per class. Total class hours = 9 hours, plus 1 hour of prep per class = 3 hours</i>	
Total Substitute Cost = 12 at \$51.58	
Administrative Oversight: .012 FTE	\$ 1,296
Total Fringe	\$ 4,592
Classroom and material fees	\$ 700
Indirect Cost	\$ 475
Total Gross Expenditures	\$ 19,467
 Total Contract Costs:	 \$ 19,467

**Unused substitute funds will be reallocated towards additional curriculum development.*

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 Workforce Development office was awarded WIOA youth employment services funding for the local workforce development area. 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. Provide county with parental consent form for youth under 18 to give permission to utilize DRC TABE computer-based testing
 - d. Individuals receive instruction in preparing to pass the GED exam
 - e. 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.
 - f. 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 Workforce Development.
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
9. Work with students and families to ensure consents are in place in order for pre & post TABE computer based testing to be completed.
10. For students who score an NRS level 1, referrals will be provided for appropriate instructional supports to NYS Education Department recommended community programs.

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 9/24/24 and finish no later than 6/17/24. 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 Warren County Career Center, 333 Glen 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.

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

employed in similar occupations by the same employer, or (4) The prevailing rate established by the Secretary, in accordance with the Davis-Bacon Act, as amended, for participants involved in employment covered by the Davis-Bacon Act.

- u. They will maintain a grievance procedure relating to the terms and conditions of employment available to their participants. Employers may operate their own grievance system or may utilize the grievance system established by the Grant Recipient. Contractors agree to inform participants of the grievance procedure they are to follow. The contractor may also be bound by the terms of the County WIOA grievance process as determined by the county.

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

17. Insurance Requirements

- A. Notwithstanding the terms, conditions or provisions, in any other writing between the parties, the Contractor hereby agrees to effectuate the naming of Warren County, its boards, officers and employees as additional insureds on the Contractor's insurance policy, with the exception of Workers' Compensation.
- B. All policies of insurance naming Warren County, its boards, officers and employees as additional insureds shall:
 - i. Be an insurance policy from an A.M. Best Rated Secured New York State licensed insurer;
 - ii. Contain a thirty (30) day notice of cancellation; and
 - iii. State that the organizations coverage shall be primary coverage for the municipality, its boards, officers and employees.
- C. The Contractor agrees to indemnify the municipality for any applicable deductibles.
- D. Required limits of insurance:
 - i. Commercial General Liability - \$1,000,000 per occurrence / \$2,000,000 aggregate;
 - ii. Automobile Liability - \$1,000,000 combined single limit for hired/owned, hired and borrowed and non-owned motor vehicles;

iii. Workers' Compensation - Statutory Workers' Compensation and Employers Liability insurance for all employees; said coverage to be one of the following forms:

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

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

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

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

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

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

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

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

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

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

18. When appropriate, Contractors shall provide the Contractor with participant attendance records, grades or reports in a timely manner.

19. Contractors must submit vouchers with supporting documentation to Warren County Employment and Training on a timely basis. Final vouchers must be submitted no later than sixty days after the agreement end date. Warren County E&T is not responsible for payment of vouchers submitted after the sixty-day period.

20. The Contractor agrees that any and all inventions, conceived or first actually reduced to practice in the course of, or under this Agreement, or with monies supplied pursuant to this Agreement, shall be promptly and fully reported to the Department of Labor. Determination as to ownership and/or disposition of rights to such inventions, including whether a patent application shall be filed, and if so, the manner of obtaining, administering and disposing of rights under any patent application or patent which may be issued, shall made pursuant to all applicable law and regulations.

21. All materials developed and created by Contractor for the Department of Labor under this Agreement will be owned by the Department. Contractor agrees to execute all papers and perform all other acts reasonably necessary to assist the other to obtain and register copyrights and to effectuate the intention of this Agreement.

RESOLUTION REQUEST FORM NO. 10

Request for Transfer of Funds

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

DEPARTMENT NAME: Workforce Development

SIGNED: Liza Ochsendorf

DATE: August 21, 2024

<u>FROM CODE</u>	<u>TITLE</u>	<u>TO CODE</u>	<u>TITLE</u>	<u>AMOUNT</u>
40.6293.0358 220	Warren County (Office Equip)	40.6293.0358 433	Training	\$4,000.00
40.6293.0358 860	Warren County (Hospitalization)	40.6293.0358 433	Training	\$12,500.00
40.6293.0358 861	Warren County (Retiree Hosp)	40.6293.0358 433	Training	\$6,000.00

Please state reason for transfers requested: To balance the account.

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. 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: Workforce Development

DATE: August 21, 2024

- (a) Purpose of Request: **Amend resolution for ARPA funded summer positions to include years 2022-2026 and to cover the expenditures for the Job Coach and summer interns.**
- (b) Details: **The original resolution was just for Job Coach and it was mislabeled as TANF (6326) because the summer program is funded by TANF, however, the job coach position is funded by ARPA. Summer interns have also been an asset to our area and the temporary summer ARPA funds can cover those part-time salaries as well.**
- (c) Previous Resolution Number: **273 or 2022**
- (d) Where are the Funds (if required)? List Budget Code, Object Code, Full Title* and Amount: **40.6293.4999 130 WIA/WIOA, ARPA, Salaries-Part Time \$25,918
40.6293.4999 810 Retirement \$2,099 40.6293.4999 830 Social Security \$1,607
40.6293.4999 831 Medicare \$376**

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

* as listed in budget and LOGOS

Warren County Board of Supervisors

RESOLUTION NO. 273 OF 2022

RESOLUTION INTRODUCED BY SUPERVISORS BRAYMER AND DICKINSON

WAIVING THE RULES OF THE BOARD RELATING TO THE REQUIREMENT THAT ALL RESOLUTIONS BE DISTRIBUTED TO THE BOARD NO LATER THAN THE TUESDAY BEFORE THE BOARD MEETING; AUTHORIZING THE APPROPRIATION OF ARPA FUNDS; AND AMENDING WARREN COUNTY BUDGET FOR 2022

WHEREAS, the United States Department of the Treasury adopted Final Rule, 31 CFR Part 35, Subpart A, sections 35.1 through 35.12, entitled Coronavirus State and Federal Fiscal Recovery Funds, effective April 1, 2022, (hereafter, "Final Rule") implementing the Fiscal Recovery Fund and the Coronavirus Local Fiscal Recovery Fund, under section 9901 of the American Rescue Plan Act (hereafter "ARPA"), which amended Title VI of the Social Security Act, (42 U.S.C. Sec. 801, et seq.) by adding sections 602 and 603 to establish the Coronavirus State Fiscal Recovery Fund and the Coronavirus Local Fiscal Recovery Fund, and

WHEREAS, the County entered into an agreement with the United States Department of Treasury, dated May 18, 2021 (hereafter, "Treasury Agreement") that awarded Twelve Million Four Hundred Twenty Thousand Three Hundred Seventy-Two Dollars (\$12,420,372) to the County in ARPA funds to be allocated to cover costs incurred from March 3, 2021 through December 31, 2024, for the enumerated purposes set forth in sections 602(c)(1) and 603(c)(2) of the Social Security Act, as implemented by the Final Rule, and the Treasury Agreement, and subject to the restrictions set forth by sections 602(c)(2) and 603(c)(2) of the Social Security Act, and

WHEREAS, the Treasury Agreement provides that the County may use ARPA Funds to cover both direct and indirect administrative costs incurred to administer the use of ARPA funds, as provided by Part 200 of the Code of Federal Regulations, and

WHEREAS, the ARPA Committee determined that the use of ARPA funds to cover the cost of the Employment & Training Administration's newly created Job Coach position, which is not to exceed the amount of Thirty Thousand Dollars (\$30,000) for the 2022 Summer season is reasonable in its nature and amount, and

WHEREAS, a resolution authorizing the allocation of ARPA funding and amending the Warren County 2022 Budget for same was not prepared in time for the June 2, 2022 Board of Supervisors meeting, now, therefore, be it

RESOLUTION NO. 273 OF 2022

PAGE 2 OF 2

RESOLVED, that the Board of Supervisors does hereby waive the Standing Rule of the Board relating to the requirement that all resolutions be distributed to the Board no later than the Tuesday before the Board Meeting in order to entertain a resolution authorizing the appropriation of ARPA funds and amending the Warren County Budget for 2022, and be it further now, therefore be it

RESOLVED, that the Warren County Board of Supervisors hereby approves the allocation of ARPA funds to County of Warren (Employment & Training Administration) in an amount not to exceed Thirty Thousand Dollars (\$30,000) to fund the cost of an Employment & Training Administration Job Coach position for the summer of 2022, as provided by Part 200 of the Code of Federal Regulations from January 1, 2022 through December 31, 2024, and be it further

RESOLVED, that as a condition of the ARPA funding, the Employment & Training Administration shall comply with all reporting requirements set forth in the ARPA Funding Agreement for reporting administrative costs, and be it further

RESOLVED, that the Board of Supervisors does hereby authorize the following budget amendment in accordance with the aforementioned allocation of ARPA funding:

<u>CODE</u>	<u>TITLE</u>	<u>AMOUNT</u>
DEPARTMENT: EMPLOYMENT & TRAINING ADMINISTRATION		
<u>ESTIMATED REVENUE</u>		
40.6326.4999 4090	Workforce Invest. Act, Summer TANF, American Rescue Plan Act (ARPA), Coronavirus Local Fiscal Recovery Fund (CLFRF)	\$30,000.00
<u>APPROPRIATIONS</u>		
40.6326.4999 130	Workforce Invest. Act, Summer TANF, American Rescue Plan Act (ARPA), Salaries - Part Time	25,918.00
40.6326.4999 810	Retirement	2,099.00
40.6326.4999 830	Social Security	1,607.00
40.6326.4999 831	Medicare Contribution	376.00

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: Workforce Development

DATE: August 21, 2024

- (a) Purpose of Amendment: **Amend budget for the ARPA funded Student to Careers Development Specialist to balance the budget and reflect the annual expenditures of \$62,500 for the salary and fringe from 2023-2026.**

- (b) Appropriation Code, Object Code, Full Title and Amount:
 - 40.6293.4999 110 \$50,000 WIA/WIOA Salaries-Regular**
 - 40.6293.4999 810 \$4,050 Retirement**
 - 40.6293.4999 830 \$3,100 Social Security**
 - 40.6293.4999 831 \$725 Medicare**
 - 40.6293.4999 830 \$4,625 Hospitalization**

- (c) Revenue Code (with title), and Amount: **WIA/WIOA, ARPA**
 - 40.6293.4999 4090 \$62,500**

Warren County Board of Supervisors

RESOLUTION NO. 323 OF 2022

RESOLUTION INTRODUCED BY SUPERVISORS BRAYMER, DICKINSON, SEEBER, THOMAS, BEATY AND WILD; AND COMMITTEE MEMBERS LAMOTHE, AGNEW, GILLES, MOORE, SWAN, GADDY AND VACANT

**AUTHORIZING THE APPROPRIATION OF ARPA FUNDS TO THE WARREN COUNTY EMPLOYMENT & TRAINING ADMINISTRATION FOR A NEW POSITION TO BE CREATED FOR THE PURPOSE OF SUPPORTING PUBLIC SECTOR CAPACITY AND WORKFORCE, AS WELL AS TO ASSIST HIGH SCHOOL AGED STUDENTS AND GRADUATES NEGATIVELY IMPACTED BY THE PANDEMIC;
AND AMENDING WARREN COUNTY BUDGET FOR 2022**

WHEREAS, the United States Department of the Treasury adopted Final Rule, 31 CFR Part 35, Subpart A, sections 35.1 through 35.12, entitled Coronavirus State and Federal Fiscal Recovery Funds, effective April 1, 2022, (hereafter, "Final Rule") implementing the Fiscal Recovery Fund and the Coronavirus Local Fiscal Recovery Fund, under section 9901 of the American Rescue Plan Act (hereafter "ARPA"), which amended Title VI of the Social Security Act, (42 U.S.C. Sec. 801, et seq.) by adding sections 602 and 603 to establish the Coronavirus State Fiscal Recovery Fund and the Coronavirus Local Fiscal Recovery Fund, and

WHEREAS, the County entered into an agreement with the United States Department of Treasury, dated May 18, 2021 (hereafter, "Treasury Agreement") that awarded Twelve Million Four Hundred Twenty Thousand Three Hundred Seventy-Two Dollars (\$12,420,372) to the County in ARPA funds to be allocated to cover costs incurred from March 3, 2021 through December 31, 2024, for the enumerated purposes set forth in sections 602(c)(1) and 603(c)(2) of the Social Security Act, as implemented by the Final Rule, and the Treasury Agreement, and subject to the restrictions set forth by sections 602(c)(2) and 603(c)(2) of the Social Security Act, and

WHEREAS, Part 35.6 of the Final Rule authorizes the County to use ARPA funds to respond to the public health emergency or its negative economic impacts when the County identifies an eligible response, applies ARPA funds to an identified harm, or authorizes funding for an eligible use for a beneficiary or class of beneficiaries; and

WHEREAS, the ARPA Committee determined that the use of ARPA funds to support public sector capacity and workforce, as well as to assist high school aged students and graduates negatively impacted by the pandemic who want to work and are available to work, by creating a new job position for so long as ARPA Funds are available, that will work with various labor unions and skilled trades, to aid Warren County

RESOLUTION NO. 323 OF 2022

PAGE 2 OF 2

school districts with intentional programming to provide students career opportunities in the various skilled trades which are deemed essential to the future economy of Warren County, and has agreed to allocate funds in an amount up to Two Hundred Fifty Thousand Dollars (\$250,000) for same, now, therefore, be it

RESOLVED, that the Warren County Board of Supervisors hereby approves the allocation of ARPA funds to County of Warren (Employment & Training Administration) up to an amount of Two Hundred Fifty Thousand Dollars (\$250,000), support public sector capacity and workforce, as well as to assist high school aged students and graduates negatively impacted by the pandemic who want to work and are available to work, by creating a new job position for so long as ARPA Funds are available, that will work with various labor unions and skilled trades, to aid Warren County school districts with intentional programming to provide students career opportunities in the various skilled trades which are deemed essential to the future economy of Warren County, as provided by Part 35, Subpart A, section 35.6(b)(1)(3)(ii)(A) & (E)(1) of the Code of Federal Regulations from the effective date of this Resolution through December 31, 2024, and be it further

RESOLVED, that the Board of Supervisors does hereby authorize the following budget amendment for 2022 in accordance with the aforementioned allocation of ARPA funding:

<u>CODE</u>	<u>TITLE</u>	<u>AMOUNT</u>
DEPARTMENT: EMPLOYMENT & TRAINING ADMINISTRATION		
<u>ESTIMATED REVENUE</u>		
40.6293.4999 4090	Workforce Invest. Act, WIA/WIOA, American Rescue Plan Act (ARPA), Coronavirus Local Fiscal Recovery Fund (CLFRF)	\$62,500.00
<u>APPROPRIATIONS</u>		
40.6293.4999 110	Workforce Invest. Act, WIA/WIOA, American Rescue Plan Act (ARPA), Salaries - Regular	\$50,000.00
40.6293.4999 810	Retirement	4,050.00
40.6293.4999 830	Social Security	3,100.00
40.6293.4999 831	Medicare Contribution	725.00
40.6293.4999 860	Hospitalization	4,625.00

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: Workforce Development

DATE: August 21, 2024

- (a) Purpose of Request: **Requesting a review and vote on the Saratoga-Warren-Washington Workforce Development Board for Program Year 2024.**
- (b) Details: **The Multijurisdictional Agreement requires that all three counties approve the board budget annually.**
- (c) Previous Resolution Number: **379 of 2023**
- (d) Where are the Funds (if required)? List Budget Code, Object Code, Full Title* and Amount: **N/A this year. Saratoga County is paying the full amount.**

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

* as listed in budget and LOGOS

Saratoga, Warren and Washington Counties
Workforce Development Board

333 Glen Street - Suite 200 B, Glens Falls, New York 12801

Contact: Gretchen Steffan, Executive Director
518-824-8883 / gsteffan.sww.wdb@gmail.com

Michael Munter, Chair

Gary Dake, Vice-Chair

MEMORANDUM

Date: June 6, 2024

To: County Administrators and Chief Elected Officials of Warren, Washington & Saratoga Counties

From: Gretchen Steffan, Executive Director

Re: Program Year 2024 (PY24)
Saratoga-Warren-Washington (SWW) Workforce Development Board Budget (WDB)

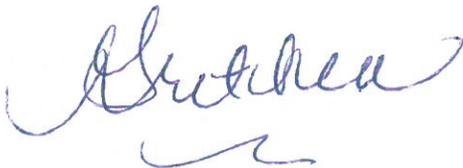
As prescribed in the attached **Multi-Jurisdictional Chief Elected Officials Agreement** for the Saratoga-Warren-Washington Local Workforce Development Area, Part 4, Item 2, Bullet 4: The Chief Elected Officials shall:

“Review and approve the budget of the local board, as required by WIOA (Workforce Innovation and Opportunity Act) § 107(d)(12)(A).”

Attached is the SWW Workforce Development Board’s (WDB) approved budget. Our fiscal year (PY24) begins on July 1, 2024 and ends on June 30, 2025.

Please feel free to reach out with any questions.

Thank you!



SWW Workforce Development Board PY24 Budget

SWW WDB Budget for		PY21		PY22		PY23		PY24		Notes
PY24 = July 1, 2024 to June 30, 2025		7/1/21 to 6/30/22		7/1/22 to 6/30/23		7/1/23 to 6/30/24		7/1/23 to 6/30/24		
Expense Categories										
Salaries*										
Full-time Executive Director (Exempt)		90,000	95,000	95,000	95,000					
FT Deputy Director WDB (Exempt)				37,500	71,292					NEW: FTR... Hired May 24th
Benefits (Through Saratoga County)		28,195	57,000	57,000	57,000					PY24 - 12 months of benefits for ED
Staff memberships		3,000	6,000	22,500	42,775					PY24 - 12 months for Deputy Director
& Continuing Professional Education				6,000	7,000					NYATEP now- ARCC & SCCG New PY24
Mileage		560	5,000	5,000	5,000					
Phone/PC Broadband...		600	600	600	1,500					Adding Microsoft 365
Office Expenses, Postage, Supplies etc.		3,000	3,000	3,000	3,000					
Equipment		500	500	500	500					
Meetings		5,000	3,000	3,000	3,000					Zoom w/transcript capabilities
Board Effect Cloud-Based Package			5,000	5,000	5,000					
Marketing		18,000	25,000	25,000	7,500					Website Upkeep & Media Supports
		unused	unused	unused						Includes: Domains/SSL/Plug-in Fees/Calendar
Miscellaneous	Engage-by-Cell Pkg. Texting Technology			10,500	10,500					New in PY22/Might replace vendor in 2025
		1,500	1,500	1,500	1,500					Subscriptions
Rent/insurance		3,500	3,500	3,500	7,800					333 Glen WDB Office, now a double w/amenities
One Stop Operator		10,000	5,000	5,000	5,000					Necessary for WIOA Compliance
	(MOU facilitation)	unused	\$2,500 unused							
Total Expenses		163,855	210,100	280,600	323,367					
		74,700	46,245	70,500	42,767					
			difference	difference	difference					
			28%	34%	15%					
	Budget is 100%...WIOA Funded									*Current PY23 Budget Expenditures, are at 52% of last year's budget.
	Unused WDB funds revert to Centers									

APPROVED by the SWW WDB on June 5, 2024



**OFFICE OF THE
COUNTY ATTORNEY**

GEORGE P. CONWAY, ESQ., COUNTY ATTORNEY

518.884.4770

SARATOGACOUNTYNY.GOV

40 MC MASTER ST, BALLSTON SPA, NY 12020

First Assistant Attorney

Ann Flower E. Stitt, Esq.

Assistant Attorneys

Petra Holden, Esq.

Laura M. Kruegler, Esq.

SERVICE BY EMAIL NOT ACCEPTED

MEMORANDUM

DATE: June 3, 2024

TO: Jenniffer McCloskey
Workforce Development

FROM: George Conway
Saratoga County Attorney's Office

SUBJECT: Vendor Name : **Saratoga Warren Washington LWDA**
Vendor Address : N/A
Vendor I.D. # : N/A
Contract Amount : N/A Per Res: 82-2024
Contract Period : N/A
Purpose of Agreement : Multi Jurisdictional Agreement

Attached, please find one fully executed copy of the above referenced contract, which had been executed by the Chairman of the Board of Supervisors on May 28, 2024.

Please send this contract to the above-named vendor.

cc: Clerk, Board of Supervisors, w/enclosure
County Auditor, without enclosure
County Administrator without enclosure

**Multi-Jurisdictional Chief Elected Officials (CEO) Agreement
for
Saratoga-Warren-Washington Local Workforce Development Area (LWDA)**

The Chairs of the Boards of Supervisors of Saratoga County, Warren County and Washington County, Executive of acting on their authority as the Chief Elected Officials (CEOs), enter into this agreement in accordance with the Workforce Innovation and Opportunity Act (WIOA) § 107 [c] [1] [B]. These 3 Board Chairs are CEOs, as defined in WIOA § 3 [9], and enter into this agreement to organize and implement activities pursuant to WIOA and as proposed by the Governor of the State of New York for the purpose of administering WIOA in the above-named counties herein referred to as the Local Workforce Development Area (LWDA).

Part 1 – Designation of the Chief Elected Officials (CEOs)

1. For purposes of administering WIOA and for entering into and implementing agreements in accordance with that Act, the CEOs shall be designated from the respective counties as follows: The Chairs of the Board of Supervisors representing each of the following counties: Saratoga County NY, Warren County NY and Washington County NY.
2. Non-concurrence between the Counties shall be resolved as expeditiously as possible. Representatives of the two Counties shall meet and confer with one another to resolve issues of non-concurrence. If concurrence cannot be reached within a reasonable amount of time, steps shall be taken towards resolution through the State.

Part 2 – Designation of Grant Recipient and Local Governmental Grant Subrecipient/Incorporated Fiscal Agent

1. The Chief Elected Officials recognize they are jointly responsible for WIOA funds and agree to the appointment of Saratoga County as the Grant recipient/fiscal agent who bears the fiduciary responsibility for these funds with the New York State Department of Labor. In addition, pursuant to section 107(d)(12)(B)(III) of WIOA, the Chief Elected Officials further designate Warren County and Washington County as local grant subrecipients to assist in the administration of grant funds in their respective geographic areas.
2. The local grant subrecipient/fiscal agent shall disburse such funds for grant activities at the direction of the local Workforce Development Board (WDB) as authorized and allowed through WIOA.
3. The parties to this agreement certify that each county accepts individual financial and programmatic responsibility for any audit claims arising from their program operations.
4. The Chief Elected Officials agree that the designated local governmental grant subrecipient/fiscal agent has reliable internal controls for financial management and disbursement of funds.
5. The name of the area is the “Saratoga-Warren-Washington Workforce Local Workforce Development Area” (LWDA).
6. The Grant Recipient/Fiscal Agent is responsible for the receipt and dispersal of funds to the counties serving as subrecipients in accordance with limits set forth in the local allocation sheets issued by the Grant Recipient/Fiscal Agent as agreed to by the three counties and in a similar manner to the procedures used in the former Workforce Investment Act (WIA) program. Such funds may be adjusted by amounts as needed in consideration of the Chief Elected Official approved Workforce Development Board (WDB) budget, funds dispersed as directed by the WDB, or funds otherwise used jointly by the counties for WIOA program activities. To ensure maximum utilization and efficient use of resources, funds may be transferred between counties based upon agreement by the county designated WIOA Title I program Directors as needed, per the above referenced allocation sheets

Part 3 – Composition of and Designation of a LWDB

1. The Chief Elected Officials, as set forth in Part 1.1 above, will establish and appoint a Local Workforce Development Board to assist and carry out provisions of WIOA § 107 [a] & [b] as mutually agreed.
2. Every effort will be made to balance the selection geographically throughout the SWW Local Workforce Development Area as well as balance the selection of large and small business, and other related factors to as accurately as possible reflect the relevant business sectors of the SWW LWDA as well as other required membership required by WIOA and the State of New York.
3. The Chief Elected Officials reserve the right to remove their respective appointees to the Workforce Development Board at will and without cause.
4. The by-laws of the Workforce Development Board and future amendments thereto shall only be valid upon approval of all three Chief Elected Officials.

Modification of membership may be completed at any time by the LWDB once established subject to the confirmation and concurrence of the Chief Elected Officials, as set forth in Part 1.1 above.

Part 4 – Designation of One Stop Services and other responsibilities

1. As required by Section 121 (a) of WIOA, the Workforce Development Board with the agreement of the Chief Elected Officials in the LWDB, shall develop, and enter into the appropriate Memorandum of Understanding with area workforce partners and designate or certify a One-Stop System Operator to establish no less than one physical center to deliver services as required by WIOA.
2. The CEOs shall also:
 - Review and approve the 4-year Local Plan developed by the Local Board, as required by WIOA § 108(a);
 - Review and approve actions taken by the Local Board to designate a One-Stop System Operator as required by WIOA § 121 (d) (1);
 - Review and approve monitoring activities by the LWDB as required by WIOA § 121 (a)(3);
 - Review and approve the budget of the LWDB, as required by WIOA § 107(d)(12)(A); and
 - Negotiate and reach agreement on local performance accountability measures with the Local Board and the Governor as required under WIOA § 107(d)(9).
 - Provide other additional program related input and concurrence as may be required in the WIOA and related regulations.

Part 5 – Term of Agreement

1. This Agreement becomes effective upon the concurrent acceptance by the Counties and subsequent signature by the Chief Elected Officials of the SWW Counties. This Agreement (including any subsequent amendments) shall stay in effect until such time as: 1) any party acts to rescind the Agreement; or 2) federal or state authority ceases for the SWW Workforce Development Area to serve as the local implementation means for job-training programs. Should any party wish to rescind this Agreement, formal action seeking a rescission must be taken at least six (6) months prior to the conclusion of the current program year (as defined by WIOA). The effective date of the rescission would then be the close of that program year.
2. No unilateral alteration of this agreement shall be made. Modification to the agreement by any County must be mutually negotiated and all requests to modify the agreement must be presented in writing to the Chief Elected Officials.
3. A copy of this agreement along with the agreed upon Workforce Development Board appointment agreement, referenced in Part 3 - #1 above, will be provided to a new county CEO upon taking office along with other documents deemed appropriate to explain the roles and responsibilities of the counties and the SWW Workforce Development Board in operating the local workforce development area subject to the WIOA legislation, regulations and NYS Department of Labor guidance. An acknowledgement form will be provided to document the receipt of this material by the new county Chief Elected Official.

Signatories (1 of 3):

For Saratoga County



CEO Name

Philip C. Barrett, Chair
Saratoga County Board of Supervisors

5/28/24
Date

APPROVED: _____


SARATOGA COUNTY ATTORNEY

Signatories (2 of 3):

For Warren County

Kevin B. Geraghty
CEO Name
Kevin B. Geraghty, Chair
Warren County Board of Supervisors

2/7/24
Date

Signatories (3 of 3):

For Washington County



CEO Name

Robert A. Henke, Chair

Washington County Board of Supervisors

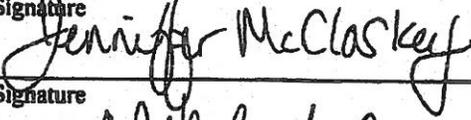
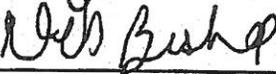
5/16/24

Date

AUTHORIZED SIGNATURES FOR LWDA CASH REQUESTS

LWDA Name Saratoga, Warren, Washington	Grant Recipient Name and Address County of Saratoga 40 McMaster St Ballston Spa, NY 12020
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SIGNATURES OF INDIVIDUALS AUTHORIZED

Typed Name and Title Jenniffer McCloskey, Director	Signature 
Typed Name and Title Deb Bishop, Senior Account Clerk	Signature 
Typed Name and Title	Signature
Typed Name and Title	Signature
Typed Name and Title	Signature

I certify that the signatures above are of the individuals
authorized to request cash.



(Chief Local Elected Official Signature)

Phil Barrett

(Name)

Chairman, Saratoga County Board of Supervisors

(Title)

(Date)



BOARD OF SUPERVISORS

03/19/2024

RESOLUTION 82 - 2024

Introduced by Economic Development: Supervisors Butler, Kinowski, Madigan, Murray, Raymond, Wright and Young

AUTHORIZING A "MULTI-JURISDICTIONAL CHIEF ELECTED OFFICIAL (CEO) AGREEMENT FOR THE SARATOGA-WARREN-WASHINGTON LOCAL WORKFORCE DEVELOPMENT AREA (LDWA)"

WHEREAS, The Saratoga-Warren-Washington Workforce Development Board (SWW WDB) provides funding to three career centers, one in each County to provide career development services to Adults, Dislocated Workers and Youth (in school and Out of School till age 24), and

WHEREAS, this funding, which totaled over \$2 million in program year 2022, is vital to providing assessment, career development, training, and wraparound services to 365,000 Saratoga-Warren-Washington residents, and

WHEREAS, the funding comes with compliance responsibilities, one of which is for our WDB to be recertified biennially, and

WHEREAS, there are four elements to meet for this recertification, which include: Board Composition, Satisfactory Performance, Sustained Fiscal integrity and current CEO Agreement, and

WHEREAS, SWW WDB satisfies all elements for recertification, except a current Multi-Jurisdictional Chief Elected Official (CEO) Agreement for the Saratoga-Warren-Washington Local Workforce Development Area (LWDA), and

WHEREAS, the most recent agreement was signed in 2020; and

WHEREAS, the 2023 agreement mirrors the existing 2020 agreement with the exception of current signatories, and

WHEREAS, the Executive Director of the SWW WDB has requested the Director of Saratoga County Workforce Development to obtain the necessary signature of the Chairman of the Saratoga County Board of Supervisors so that a newly executed agreement may be sent to the New York State Department of Labor, who oversees our WOIA compliance for the United States Department of Labor, and

WHEREAS, the Director of Saratoga County Workforce Development, the Economic Development Committee and the Law and Finance Committee all recommend that the Chairman

of the Saratoga County Board of Supervisors sign the current Multi-Jurisdictional Chief Elected Official (CEO) Agreement for the Saratoga-Warren-Washington Local Workforce Development Area (LWDA); and, be it further

RESOLVED, that the Chairman of the Saratoga County Board of Supervisors is authorized to sign on behalf of Saratoga County the current "Multi-Jurisdictional Chief Elected Official (CEO) Agreement for the Saratoga-Warren-Washington Local Workforce Development Area (LWDA)".

RESOLVED, this resolution shall take effect immediately.

BUDGET IMPACT STATEMENT: No Budget Impact.

March 19, 2024 Regular Meeting

Motion to Adopt: Supervisor Grasso

Second: Supervisor K. Veitch

AYES (193,508): Eric Connolly (11831), Joseph Grasso (4328), Philip C. Barrett (19014.5), Angela Thompson (19014.5), C. Eric Butler (6500), Diana Edwards (819), Jean Raymond (1333), James D. Arnold (3525), Kevin Veitch (8004), Arthur M. Wright (1976), Cynthia Young (17130), Thomas Richardson (5163), Scott Ostrander (18800), Jesse Fish (16202), Ian Murray (5808), Michele Madigan (14245.5), Matthew E. Veitch (14245.5), David Ball (8208), John Lant (17361)

NOES (0):

ABSENT (42,001): Kevin Tollisen (25662), Willard H. Peck (5242), Sandra Winney (2075), Edward D. Kinowski (9022)

Warren County Board of Supervisors

RESOLUTION NO. 379 OF 2023

RESOLUTION INTRODUCED BY SUPERVISORS MCDEVITT, WILD, BRAYMER, SMITH, STROUGH, MAGOWAN AND LEGGETT

APPROVING WORKFORCE DEVELOPMENT BOARD (WDB) BUDGET FOR PROGRAM YEAR 2023-2024; AUTHORIZING MEMORANDUM OF UNDERSTANDING RELATING TO COST ALLOCATION PLAN WITH THE WDB AND OTHER AGENCIES

RESOLVED, upon the review and recommendation of the Economic Growth & Development Committee, the Warren County Board of Supervisors hereby approves the Workforce Development Board (WDB) Budget for the Program Year July 1, 2023 to June 30, 2024, in the total amount of Seventy-Six Thousand Seven Hundred Two Dollars (\$76,702), with a complete copy of said budget being on file with the Clerk of the Board of Supervisors, and be it further

RESOLVED, that Warren County hereby authorizes a new cost allocation plan for the memorandum of understanding between the WDB and other local agencies including Washington and Saratoga Counties, for the period commencing July 1, 2023 and continuing until modified, with the understanding that the cost to Warren County shall not exceed the County's reconciled fair share of Seventy-Six Thousand Seven Hundred Two Dollars (\$76,702) described in the cost allocation plan including the above described 2023-2024 budget, and be it further

RESOLVED, that the Chair of the Board be, and hereby is, authorized to execute a new memorandum of understanding with the WDB for a cost allocation plan provided that: (1) the memorandum of understanding is in a form approved by the County Attorney, and (2) that the only funds to be provided by Warren County toward this function will be funds received through Federal or State sources so designated for this purpose.