

# Warren County Board of Supervisors

## RESOLUTION NO. 261 OF 2025

**RESOLUTION INTRODUCED BY SUPERVISORS WILD, DRISCOLL, ETU, MADAY, BEAN, PATCHETT AND MERLINO**

### **ADOPTING THE WARREN COUNTY INTERN AND VOLUNTEER POLICY**

WHEREAS, the County Attorney requested and the Personnel, Administration & Higher Education Committee agreed to adopt the Warren County Intern and Volunteer Policy, approved by the Warren County Risk and Safety Committee, and recommended that the same be advanced to the Board of Supervisors for consideration and approval, now, therefore, be it

RESOLVED, that the Warren County Intern and Volunteer Policy, annexed hereto as Schedule “A,” be and the same is hereby adopted as the official policy for Warren County, and be it further

RESOLVED, that any and all prior Warren County Intern and Volunteer Policies, Resolutions or parts thereof inconsistent with the annexed Warren County Intern and Volunteer Policy are hereby repealed effective July 18, 2025.

**SCHEDULE “A”**

**WARREN COUNTY INTERN AND VOLUNTEER POLICY**

**I. PURPOSE**

The purpose of this policy is to ensure a safe, healthy, productive and efficient work environment for employees, community member, volunteers and interns and the public served when conducting County business. This policy serves as the foundation for career exploration, mentorship and job shadowing opportunities, intern and volunteer opportunities within County operations and shall be supplemented by specific departmental protocols as may be needed for federal and state regulatory licensing.

**II. DEFINITIONS**

**Affiliate Intern Organization:** A technical program, educational institution, and/or certified training program contracting with the County to place individuals enrolled in their programming within County operations.

**County:** The County of Warren.

**County Ethics Legislation:** The Warren County Ethics Disclosure Law adopted by the Warren County Board of Supervisors.

**County Vehicle:** A vehicle owned, rented or leased by the County of Warren for official county business.

**Department Head:** County officers or employees given the supervisory title of Department Head.

**Department Head Designee:** A County employee with statutory authority or designated by the Department Head to act on their behalf.

**Employee:** A person employed by the County of Warren on a full-time, part-time, less than part-time, per diem, or seasonal/temporary basis, and includes volunteers and interns, whether paid or unpaid.

**Employee Representative:** A person authorized to represent a County employee which belongs to a labor union recognized by the County of Warren and engages in negotiations on behalf of its members.

**Employer:** The County of Warren (“County”).

**Intern:** A student or trainee aged fourteen (14) and above who works with or without pay for the County as a member of a technical program, educational institution, and/or certified training program.

**Internship:** An opportunity given to an intern within the County’s operation to gain work experience or to satisfy the requirements of a license or designation. The County internship opportunity may be paid or unpaid depending upon available funding.

**Job Shadowing:** A learning experience sponsored by the County where a County employee provides the

opportunity for an individual to follow an employee within their workplace to gain insight into a specific job or function.

**Mentorship:** An opportunity that pairs a County employee taking on the responsibility as a mentor with an individual seeking guidance and support to foster personal and professional growth.

**Remote Work:** A flexible work arrangement where an employee is given written permission to perform their duties outside of the traditional County physical workplace.

**Sensitive Information:** Any personal identifiable information collected by the County for a stated purpose in which the risk of identity theft is present.

**Supervisor:** A person within the county who has the authority to direct and control the work performance of an employee, or who has authority to take corrective action regarding the violation of a law, rule or regulation to which an employee submits written notice.

**Volunteer:** An individual who freely offers their services to take part in an enterprise on behalf of an organization.

**Work Experience Program:** 18 CRR-NY 385.9 defined work experience in the public sector or non-profit sector as determined by a County Social Services Official as defined by 18 NYCRR §385.9, (including work associated with refurbishing publicly assisted housing) if sufficient private sector employment is not available as determined by a County Social Services Official. The maximum number of hours a recipient or applicant may be required to engage in this activity is limited to the number which equals the amount of assistance payable with respect to the public assistance household of such individual (inclusive of the value of food stamps received by the public assistance household of such individual, if any) divided by the higher of (i) the Federal minimum wage, or (ii) the State minimum wage. The limitation of the number of hours of work experience to which a participant may be assigned is a calculation of allowable hours in a work activity and does not mean that such participant is receiving a wage for the performance of such activities. The participant is not working off the grant but is engaged in work activities as an element of his/her plan to become self-sufficient.

**Workplace:** Any location away from an employee's permanent or temporary domicile, where an employee performs any work-related duty in the course of their employment.

### **III. POLICY PROTOCOLS**

Individuals provided with opportunities within the County under this policy shall be required to adhere to policies and procedures adopted by the County Board of Supervisors, Department specific requirements, and federal and state regulatory requirements. Department Heads implementing this policy within their respective departments shall be responsible for the management and supervision of individuals placed within their departments. Individuals accepted into County career exploration, mentorship and job shadowing opportunities, interns and volunteers shall not be used as replacements for County employees and their duties. Unless specifically stated, these individuals shall not be considered as "employees" of the County and shall not be given benefits associated with employee status with the exception of NYS Statutory Workers Compensation for the services they are rendering as covered under this policy.

**A. Community Members Provided Career Exploration, Job Shadowing and Mentorship Opportunities:**

The County shall provide career exploration, job shadowing, and mentorship opportunities to members of the community as may be available. Placement shall be at the discretion of the Department Head. Career exploration, job shadowing and mentorship opportunities provided by the County shall be considered temporary and require continuous supervision within the County workplace. These individuals shall be required to execute a ***“County of Warren, NY Participant, Indemnification and Risk Acknowledgment”*** attached to this policy as **Exhibit A** PRIOR to any County placement.

**B. Interns (Replaces Warren County Intern Policy Resolution No. 498 of 2021):**

Intern positions shall only be established after an agreement, insurance and appropriate student waivers have been executed as required by the County Attorney’s Office. Internships within the County shall be permitted under the following terms and conditions:

1. Interns must be a recognized member of an affiliate technical program, educational institution, and/or certified training program organization.
2. Internship career path program opportunities utilizing multiple County departments shall be coordinated with the County Administrator’s Office.
3. The Chairman of the Board of Supervisors shall be authorized to execute Affiliate Intern Organization Agreements and required waivers in a form approved by the County Attorney.
4. Interns participating in a County internship opportunity shall be required to complete and execute County documentation including but not limited to an Internship application, and County hold harmless and indemnification agreements.
5. Department Heads and/or their designees shall be responsible for the interns assigned to their departments including mandated County Trainings, applicable Department training and regulatory requirements, timekeeping and affiliate documentation for intern credit and experience.
6. Department Heads and/or their designee must pre-approve any business expenditures to be incurred by an intern.

**C. Work Experience Program Participants:**

County provided work experience as approved and agreed upon between the Department of Social Services and the “sponsor” or the applicable department. WEP participant assignments shall only be established after an agreement has been executed and require continuous supervision within the County workplace. Those participating in this program shall be required to execute a ***“County of Warren, NY Participant, Indemnification and Risk Acknowledgment”*** attached to this policy as **Exhibit A** PRIOR to any County placement and fulfill the County’s requirements for temporary employment.

**D. Volunteers (Replaces Warren County Volunteer Policy and Procedure Resolution No. 235 of 2021):**

A volunteer shall apply and once approved, be enrolled and provided training on County policies and procedures prior to the performance of any volunteer assignment. Department Head and/or their designee shall be responsible for volunteers assigned to their department.

Volunteer opportunities within the County shall be permitted under the following terms and conditions:

1. Volunteers under the age of sixteen (16), fulfilling requirements for community service, must be accompanied by a parent, guardian or teacher.
2. Volunteers aged sixteen (16) to seventeen (17) are subject to pertinent labor laws for their volunteer placement within County operations.
3. The County shall accept the services of all volunteers with the understanding that it is at the sole discretion of the County.
4. Department Heads and/or their designees shall be responsible for volunteers assigned to their departments including mandated County training, applicable Department training and regulatory required training, and timekeeping.
5. Department Heads and/or their designee must pre-approve any business expenditures to be incurred.
6. A volunteer may, at any time, for whatever reason, decide to discontinue their relationship with the County. Notice of such a decision should be communicated as soon as possible to the volunteer's supervisor.
7. In certain cases, and as appropriate for the protection of clients, volunteers given certain County assignments may be asked to submit to a criminal background check. Volunteers who do not agree to the requested background check may be refused a volunteer assignment within County operations.
8. In cases where volunteers will be working with clients with health difficulties or the assignment has physical requirements necessary for the performance of an assigned task, a health screening procedure may be required to ascertain the ability of the volunteer to safely perform those tasks.
9. Volunteers shall be required to execute a "***County of Warren, NY Participant, Indemnification and Risk Acknowledgment***" attached to this policy as **Exhibit A** PRIOR to any County placement.
10. Volunteers provided the privilege of operating a County vehicle in the course of their volunteer service to the County shall be governed under the terms and conditions of the ***County Vehicle Use Policy***.

**E. Volunteer Injuries in the Course of Service:**

The County does not carry or maintain health, medical or disability insurance for any volunteer. However, Warren County Local Law No. 4 of 2005 may provide limited assistance with the payment of medical bills incurred by Volunteers because of injuries sustained by accidents while volunteers are working within the scope of duties. If a volunteer is injured during their assigned service to the County, they should immediately notify their supervisor and complete and return to their supervisor the "Visitor, Volunteer, or Other Non-employee Incident Report" provided to them.

**County of Warren, NY  
Participant Agreement, Indemnification and Risk Acknowledgement**

In consideration of the services of the County of Warren, NY and its agents, officers, participants, consultants, employees and all persons or entities in any capacity on their behalf ("the County"), and in consideration of my participating in the \_\_\_\_\_ event sponsored by \_\_\_\_\_ ("\_\_\_\_\_"), I now agree to release and discharge the County and \_\_\_\_\_, on behalf of myself, my children, my parents, my heirs, assigns, personal representatives and estate as follows:

1. I hereby acknowledge that \_\_\_\_\_ entails known and unanticipated risks which could result in physical or emotional injury, paralysis, death or damage to me, to property or to third parties. I understand that such risks cannot be eliminated without jeopardizing the essential qualities of the activity. THESE RISKS INCLUDE, BUT ARE NOT LIMITED TO:
  - a. Nature of the activity I am participating in;
  - b. Latent/apparent defects or conditions in equipment or property supplied by the County or the program;
  - c. Use of property by myself, others or equipment supplied by The County or the program;
  - d. Acts of other participants in this activity, employees or agents of The County or the program;
  - e. My own physical condition or acts or omissions;
  - f. Conditions of County facilities, surrounding property and accidents connected with their use; AND
  - g. First Aid emergency treatment or other services provided if I am injured.
2. I expressly agree and promise to accept and assume all risks associated with this activity. My participation in this activity is purely voluntary and I elect to participate despite these risks.
3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless the County and \_\_\_\_\_, from any and all claims, demands, or causes of action which are in any way associated with this activity or my use of County equipment or facilities, including any such claims which allege negligent acts or omissions of The County or \_\_\_\_\_.
4. Should the County or \_\_\_\_\_ or anyone acting on their behalf incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold harmless the County and \_\_\_\_\_ or any such person from all such fees and costs.
5. I hereby state that I will bear the cost of any injury or damage that I may cause or suffer while participating.
6. I further certify that I have no medical or physical condition which would or could interfere with my safety in this activity, or else I am willing to assume and bear the costs of all risks that may be created, directly or indirectly, by any such condition.

By signing this document, I acknowledge that if anyone is hurt, or property is damaged during my participation in this activity a court of law may find me to have waived my right to maintain a lawsuit against the County or \_\_\_\_\_, based on any such claim or claims from which I have released them herein. I have had sufficient opportunity to read this entire document.

**I certify that I am eighteen (18) years of age or older and that I have read and understood it and agree to be bound by its terms and conditions.**

Signature of Participant: \_\_\_\_\_ Printed Name: \_\_\_\_\_  
 Address: \_\_\_\_\_ Telephone No.: \_\_\_\_\_  
 Date: \_\_\_\_\_ Emergency Contact/Tel. No.: \_\_\_\_\_

**A Parent/Guardian's Signature shall be required for all participants under the age of eighteen (18):**  
 Signature of Parent/Guardian: \_\_\_\_\_ Printed Name: \_\_\_\_\_  
 Address: \_\_\_\_\_ Telephone No.: \_\_\_\_\_