Economic Growth & Development
Department of Workforce Development
AGENDA
July 22, 2026
Wild, Crocitto, Bruno, Patchett, Diamond, Beaty and Niles

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 the Saratoga-Warren-Washington Workforce Development Board budget of $262,663 for July 1, 2026-June 30, 2027, reduced to 15.85% of the total WIOA allocation for the area ($1,657,003.29).
Rationale: The Multi-Jurisdictional Agreement for the Saratoga-Warren-Washington Local Workforce Development Area requires annual review and approval of the Saratoga-Warren-Washington Workforce Development Board budget by the respective counties' Chief Elected Officials and per the Workforce Innovation & Opportunity Act (WIOA) federal grant requirements and outlined fiduciary responsibilities of the awarded counties. The budget has been reduced since the preliminary budget the committee reviewed in May, 2026.

B. Resolution request for a new contract with WSWHE BOCES for the 2026-2027 GED (High School Equivalency) class for youth aged 16-24 who dropped out of high school.
Rationale: BOCES co-facilitates the class in the Career Center from September through June to Warren County eligible youth enrolled in the program.

C. Resolution request to transfer Warren County funds.
Rationale: The three college interns this summer all require different set hours for their academic programs. Transferring funds within the Warren County budget allows these students to ensure that their work remains paid internships and not unpaid for this summer and fall.

D. Resolution request to transfer remaining ARPA funds.
Rationale: The Treasurer's Office sent a notification about remaining ARPA funds for Workforce Development and a transfer will help expend them in one of the previous ARPA projects of the Student-to-Careers Development Specialist position per Resolution 323 of 2022

E. Resolution request to amend budget to receive reimbursement totaling $1872.50 from Tourism Department for the 2025 Hospitality Workforce Awards Celebration.
Rationale: Resolution 66 of 2026 provided authorization for this expense but a revenue code is required to receive the reimbursement from Tourism/Occ Tax.

V. Referral/Pending Items

VI. Information for Discussion/Review

A. General workforce updates
   a. Unemployment rate

b. Seasonal updates
c. Upcoming initiatives and noteworthy dates

VII. Privilege of the Floor and Public

VIII. Motion to Adjourn

Attachments:

A. Resolution Request for SWW WDB Budget
B. SWW WDB Memorandum
C. SWW WDB Proposed Budget
D. SWW WDB Meeting Minutes from June 24, 2026
E. WIOA PY26 Projected County Allocations
F. Resolution request New Contract
G. Draft Contract with WSWHE BOCES
H. Resolution Request to Transfer Warren County funds
I. Resolution Request to Transfer remaining ARPA funds
J. Resolution 323 of 2022
K. Resolution Request to Amend Budget
L. Resolution 66 of 2026

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: July 22, 2026

(a) Purpose of Request:

Review and vote on the proposed Workforce Development Board budget for Program Year 2026, effective July 1, 2026 through June 30, 2027. The Multi-Jurisdictional Agreement and WIOA law require all three counties' Chief Elected Officials to review and approve the budget each year.

(b) Details:

The proposed Saratoga-Warren-Washington Workforce Development Board budget for Program Year 2026 is $262,663. The total WIOA allocation for Saratoga-Warren-Washington Local Workforce Development Area is $1,657,003.29: Saratoga County's allocation $944,558.47, Warren County's allocation $407,100.99, and Washington County's allocation $305,343.84.

(c) Previous Resolution Number:

485 of 2025

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

N/A as the Workforce Development Board is extracting it off the top first.

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

* as listed in budget and LOGOS

Workforce Development Board

SARATOGA | WARREN | WASHINGTON

SWW

SWWworkforce.org

MEMORANDUM

Date: July 10, 2026

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

From: Gretchen Steffan, Executive Director

Re: Saratoga-Warren-Washington Workforce Development Board (SWW WDB) Budget Program Year 2026 (PY26)

The Federal Workforce Innovation and Opportunity Act (WIOA) is designed to help job seekers access employment, education, training, and support services to succeed in the labor market and to match employers with the skilled workers they need to compete in our economy.

In May, your counties reviewed a proposed budget from our WDB, which introduced the concept of WDB Consolidation as a cost-saving measure. Post-meeting, our Local Workforce Development Area (LWDA) was surprised by a significant funding cut for the upcoming program year. Within our funding streams, specific cuts included:

Adult Funding -18.87%
Dislocated Worker Funding -17.03%
Youth Funding - 5.15%

As a result of our situation, and anticipated WIOA changes ahead, we have made some significant adjustments to our PY26 WDB Budget, which were discussed in detail, and approved on June 23rd.

As prescribed in the **Multi-Jurisdictional Chief Elected Officials Agreement** for the SWW LWDA, 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 WDB's meeting minutes, and approved budget, which is for the WIOA fiscal year (PY26), that began on July 1, 2025, and ends on June 30, 2026. We had hoped to have this process completed by the end of our program year, but with the unexpected funding cuts it was not possible.

I will be attending your committee meetings to answer any questions regarding our PY26 Budget.

333 Glen Street – Suite 200L - Glens Falls, New York 12801
Gretchen.Steffan@SWWworkforce.org
518-824-8883

SWW WDB Proposed Budget for PY26 - July 1, 2026 to June 30, 2027

FINAL Budget to SWW Counties

Expense Categories	PY25	PY26	PY26	PY26	PY26	Notes
Salaries	7/1/25 to 6/30/26	7/1/26 to 9/30/26	10/1/26 to 12/31/26	1/1/27 to 6/30/27	Total Comp.	***Yellow Highlighted Cells Denote Changes***
Executive Director Salary (3 months)	109,863	27,466	-	-	**27,466**	*NEW...Projected Total PY26 Comp. ($+benefits)*
FT Deputy Director WDB (Exempt)	81,614	21,973				*ED=$43,946 (3 months)*
Transition of Deputy to Acting Director - $102,609			19,733			*DD+AD= $151,239 (12 months)*
Acting WDB Director - COLA Adj . - $105,636				52,818	**94,524**	*Total Comp=$195,185($79,191 less than prelim)*
Benefits *(Through Saratoga County)* Exec.Dir.	*46,339*	16,480		-	**16,480**	*Preliminary Budget Was...*
Dep.Dir	*32,924*	13,184				*ED=$158,285 DD=$116,071=$274,356*
Acting WDB Director			11,840	31,691	**56,715**	
Addition of WDB Consulting from CRWDB		-	9,000	18,000	27,000	*Brian Williams-CRWDB Fee for Consulting*
						Up to $3,000 per mo./ Up to 20 hours/$150 ph
Staff Memberships & CPE	*7,000*				*5,000*	*$3,750 NYATEP/ $750 NAWB*
						& $500 Continuing Professional Education
Mileage	*5,000*				*5,000*	*72.5 cents per mile in 2026*
Phone/PC Broadband...	*1,500*				*1,500*	*1 Cellphone & MS 365*
Office Expenses, Postage, Supplies etc.	*3,000*				*3,000*	*Largely Toner*
Equipment-Miscellaneous	*500*				*500*	
Meetings	*2,000*				*2,000*	*ZOOM Meetings*
	5,000				*6,078*	*Board Effect Cloud-Based Package +5% Annually*
Marketing	*7,500*				*7,500*	*Req. Website Upkeep & Media Supports*
						Includes: Domains/SSL/Plug-in Fees/Calendar
Engage-by-Cell Pkg. Texting Technology	*10,500*				-	***WDB Did Not Renew for PY26 (-$10,500)***
Miscellaneous	*1,500*				*1,000*	*Subscriptions (down $500)*
Rent/insurance	*7,800*				*3,900*	*333 Glen WDB Office $650 mo./ Remote?*
						*April to April Lease... Put in for 6 months**
One Stop Operator (MOU facilitation)	*5,000*				*5,000*	*WIOA Required*
TOTAL EXPENSES	$ 327,040				$ 262,663	
	$ 46,448				*$ (64,377)*	
	difference				*difference*	
Budget is 100%...WIOA Funded	*16.55%*				*-19.68%*	
Unused WDB funds revert to Centers						

Presented/Approved by the SWW WDB on June 24, 2026

SWW

Workforce Development Board

SARATOGA | WARREN | WASHINGTON

Meeting Minutes

WEDNESDAY, June 24, 2026
Saratoga Eagle, Saratoga Springs, NY
8–10 AM

BOARD MEMBERS PRESENT: Nic Arnoff, Jonathan Ashdown, Scott Brazie, Scot Chamberlain, Scarlet Clement-Buffoline, Gary Dake, Dan Dudley, Paige Foote, Maureen Grabowski, Scott McKenna, Christine McLear, Elizabeth Miller, Mike Munter, Mo O'Connell, Laura Oswald, Turina Parker, Dominick Patrignani, Tracey Riley, Wendy Skawinski, Mary Ann Spiezio, John Wheatley, Susan Wynkoop (22)

EXCUSED: Greg Connors, Andrew Cook, Doug Ford, Zack Moore, Michael Prime, Tricia Rogers, Jeff Vukelic, Elaine Wilkie (8)

GUESTS: Jenniffer McCloskey (*Saratoga County Career Center*), Liza Ochsendorf (*Warren County Career Center*), Matthew Rose (*Saratoga County Career Center*), Shelley Smith *(LEAP)* Zoe Vandermeulen *(One Stop System Operator)* (5)

STAFF: Gretchen Steffan, Executive Director & Kassandra Purcell, Deputy Director (2)

1. **Welcome …** Gary Dake, Chair welcomed WDB (*Workforce Development Board*) members and guests to the meeting.

2. **Approval of April 22, 2026, Meeting Minutes**
   ***Item*:** **Motion to Approve:** Scarlet Clement-Buffoline - **Second**: Mike Munter
   Discussion: None **Vote:** Approved unanimously.

3. **Approval of SWW Supportive Services Policy Amendment**
   ***Item*:** **Motion to Approve:** Mike Munter - **Second**: Turina Parker
   Discussion: None. **Vote:** Approved unanimously.

4. **SWW WDB Consolidation Discussion**

Gretchen Steffan introduced the WDB to Brian Williams, Executive Director of the Capital Region Workforce Development Board (CRWDB), as a precursor to the next agenda item, which is the Program Year 26 (PY26) WDB Budget. Gretchen announced that she is retiring at the end of the 1st quarter of PY26, and that the WDB's intention is for Brian to provide the WDB with strategic support. More specifically, to support the current Deputy Director, Kassandra (Kassie) Purcell, who is intended to become Acting Director of the WDB upon Gretchen's retirement.

These changes are coming because of several factors, which include significant WIOA (*Workforce Innovation & Opportunity Act*) funding cuts, previous WDB discussions about unsustainable overhead expenses, and considering WDB Consolidation as a SWW WDB possible future. Brian has been asked as the CRWDB leader, to provide consulting services to the SWW LWDA (*Local Workforce Development Area)* starting in the 2nd quarter of PY26, on October 1, 2026.

Brian provided an overview of his depth of experience, which includes 30 years of workforce development. He has extensive experience with WIOA, and its predecessor JTPA (*Job Training & Partnership Act*). Years ago, while working for the Albany County Chamber of Commerce, Brian worked with the Private Industry Council, which was part of the workforce system doing business services, which was meeting with businesses and formulating on-the-job-training (OJT) contracts with them. He was once the Director of Youth Programs and then was promoted to the Commissioner of Employment & Training for Rensselaer County. Then he became the WDB Executive Director for the Capital Region, which encompasses Albany, Schenectady, Rensselaer counties, and has been in that role for 6 years. The City of Albany is a small portion of their service area and metro areas traditionally have more support. The CRWDB focus is a lot on rural places like Hoosick Falls, Berlin, Petersburg etc. Brian feels strongly that workforce development is the cornerstone of Economic Development and everything that happens in a community. He has served as a Director of NYATEP (*New York Association of Training & Employment Professionals*) for 10 years, is he past President of the Rensselaer County Chamber Board of Directors and currently serves as Board Chair for the Rensselaer County Community Action Program (*CEO-Commission on Economic Opportunity*), which runs the Head Start and an array of Community Action programs there.

Brian shared, the CRWDB is currently consolidating with the Columbia Greene WDB (CGWDB) by request, as they have been having a significant shift in their population commuting Northbound for work. The merger/consolidation is a shared services model that will allow the combined WDB to capitalize on economies of scale. He emphasized the importance of achieving alignment within the 2 entities, and that shared services will be key to success.

Gary highlighted that having conversations about long term possibilities is paramount as we endeavor to cut our expenses which are growing, while our total WIOA allocation is shrinking. As we look forward, we need to explore if it makes sense to potentially merge sometime in the future. In the next agenda item, the budget proposal looks at contracting for supportive services from Brian and the CRWDB staff, while we stay a separate organization. Very much like a dating or courtship process.

Brian added that the Consolidation process with USDOL is a long one, with a myriad of steps in the process and taking time to do it properly is a good approach.

Mike Munter asked about Brian's capacity to meet our needs, asking how much additional work he could handle before becoming overloaded. Brian responded that the current CGWDB Executive Director (ED) will be moving into a support role, which may be that of Regional Director. Further, CRWDB has added an Operations Director, fashioned after Kassie's role in SWW, which has taken a lot off his plate. In conferring with another WDB ED mid-state who is managing 2 WDB's, it is doable with the right support structures in place. Gretchen added that the Operations Management function is vital to ensure the integrity of OSOS data input by Career Center employment counselors, in our quest to meet WIOA primary indicators of performance benchmarks, which Kassie has been doing. Operations Management will remain vitally important as a Consolidation tool.

Maureen Grabowski asked if we would be saving money by having Kassie internally and a contractor/VP-type scenario? Gretchen responded that with her retirement on September 30th, and elevating Kassie to Acting Director, we would be saving $79,000 in the salary lines, along with an agreement for contracted services with the CRWDB. Gary added that the total for the budget year would save roughly $50,000. This is as opposed to our preliminary budget, which as discussed at previous meetings was increasing overhead expenses.

Wendy Skawinski asked Brian how do you increase the size of the Board (*referring to CRWDB & CGWDB*)? Brian said that it is going to be a large board to begin with, because it's important to ensure representation. He added, in the future, that will be a conversation the Boards will tackle in a joint executive governance committee.

Laura Oswald asked about Kassie's reporting relationship, and will Kassie report to Brian. Gary responded that Kassie would report to the SWW WDB. He continued that this budget is a transitional budget, and likened it to having one foot on the dock, and one foot on the canoe, which will give us until next year's budget cycle to figure out what we do in the next cycle. Will we work towards a merger, a shared Executive, or work toward our own Director. With time, we can really evaluate how this is working for us, and our comfort level with each other. Brian added that he thought that was a very good point, and in early discussions with Gretchen to ascertain interest, it was imperative that Kassie would handle administrative board aspects for compliance, and the community-building aspects would be shared. Gary supported the delegation of responsibility and authority, and stated, we will be learning a lot in the next year as we consider Consolidation. Gretchen emphasized the experience Kassie has gained over the 2 years in her Deputy Director role, and her depth-of-knowledge of WIOA and WIOA expectations of performance as measured by the primary indicators of performance.

Jonathan Ashdown *(a member of both SWW & Cap Region WDB's)* complemented Brian William's ability to collaborate across disparate communities and his community orientation. He also identified that working as a team is important because in this situation Kassie knows the region, area, stakeholders and is a trusted collaborator and can work collaboratively with Brian. Jonathan also mentioned the opportunity for grant collaborations, which Brian expanded upon for funding diversification outside of WIOA that can supplement back-office salaries.

5. **WDB PY26 Budget Discussion**

Gretchen Steffan introduced the PY26 WDB Budget to the group, explained each line item, and asked for questions. The Budget as presented was color-coded to demonstrate what expenses could be eliminated in a potential Consolidation for economies of scale.

Gretchen reiterated that she would be retiring as of September 30th, and on October 1st the Deputy Director role would be repurposed into an Acting Director role. The Acting Director role is a common practice in civil service according to Scot Chamberlain, HR Director at Saratoga County, when a leader leaves and the role won't be filled right away. The Acting Director is tied to the Executive Director role in this case, with the same job specs. The Acting Director position is assigned a compensation structure, and this budget assigns the salary level to be at the minimum in the range.

This structure will be complimented and supported by a consulting relationship with Brian Williams, Executive Director of the CRWDB and his team for up to 20 hours per month. Consulting support for the SWW WDB will include attending WDB meetings, committee meetings, Career Center Director's meetings, as well as providing regular and ongoing advice, counsel and collaboration on WIOA compliance and NYSDOL oversite/deliverables on the WIOA Primary Indicators of Performance. Gretchen identified that there may be months when 20 hours isn't necessary, and some months when it will be absolutely needed.

Christine McLear asked Brian if he has the capacity for 20 hours of consulting support? Brian responded that he could accommodate 5 hours a week, especially since Kassie will be doing a lot of the work. Gretchen offered that Kassie has been working with the Career Center's on getting them to do more of their OSOS data management, so that will allow her additional capacity for other work. Gretchen also offered that we are selling Brian as he is the leader of CRWDB, however based upon our organization's need, he could utilize/dispatch his other staff members to assist us.

Mauren Grabowski stated that she is assuming that Kassie has been working on WDB projects since hire, so she is well aware of what's needed and can take over as necessary. Kassie responded that she shares an office with Gretchen, which was intentional for training and exposure. She continued, having Brian available for collaboration with his depth-of-experience is a safety net to ensure we remain on track. Gretchen offered that she is confident to recommend this structure, roles and responsibilities.

Gretchen provided the budget with color-coded identifiers, so the WDB could see which expenses could be eliminated through Consolidation. As she went through the budget line items, WDB members asked about utilization of line items, affordability and ROI (*return-on-investment*).

Laura Oswald asked about the Career Center budgets, and the impact of passing the WDB budget on them. Gretchen said that is a later agenda item, but she reported that she met with the Center Directors and their fiscal staff last month (*June 10th*). Based on the allocation cuts, that we do not have USDOL/NYSDOL official notice of our allocations, that the NYS Budget has amendments to the Tier 6 NYS Retirement structure, and that Warren and Saratoga counties will be going through their calendar year 2027 budget process in August, it would be wise for us to postpone the Center's budget approvals till our September 23rd WDB meeting so we can have more concrete data and solidified information. Laura wanted to be sure we were okay with NYSDOL, and Brian Williams offered that is a by-laws issue, and that NYSDOL needs only the WDB budget approved.

Gary stated…we now have an amended budget request instead of $292,896, we now have a $282,396 budget (*which was eliminating the Engage-By-Cell line item of $10,500)* … Do I have a motion to accept this budget to present to the three counties?"

Item: **Motion to Approve:** Mike Munter- **Second**: Laura Oswald
Discussion: Some **Vote:** Approved - Wendy Skawinski, NYSDOL - Abstained

6. SWW Allocation Phasing Discussion PY26 & Beyond

Gretchen shared that the WDB needs to address 2 issues regarding Allocations at this juncture:

1. How long will it take to phase our reallocation process into the new process?
2. How will we handle reconciliation of the WDB Budget going forward?

Reallocation Phasing

On January 28th the WDB had discussed reallocation phasing. It was decided to amend the results of requested reallocation for PY26 to transition to the new reallocation formulated by NYSDOL, so the Warren County Career Center could adjust to the cut in funding. However, based upon significant PY26 WIOA system allocation cuts, the WDB revisited multi-year phasing. There was discussion about how the old formula used for many years resulted in overpayment to Warren County, so course-correction is warranted. Further, the WDB has adopted the practice of having NYSDOL run the numbers annually for each SWW County, to ensure fairness based upon community compositional data analysis, data, and statistics.

The WDB asked for clarity on program years. It was clarified that effective July 1, 2026 (PY26) we would be using January 28, 2026, adopted percentages, which were: 48.5 (*Saratoga*), 30% (*Warren*), and 21.5% (*Washington*).

Gretchen offered, that at this juncture the WDB needs to definitively decide when to phase into the NYSDOL formulated allocations, because of budget cuts, the uncertainty of future funding, and that it is unwise to have too many assumptions in our budget that have to be managed every time we talk about money. The NYSDOL allocation the WDB discussed and decided upon is the same calculation that follows through the system to manage internal allocations. The WDB has substantially cut the amount of money in its operating budget as presented, and now that money will flow to the Centers. We will see the Center's budgets at the September WDB meeting.

Gretchen confirmed the complexity of the allocation process to the WDB. She suggested that a 1-year phasing would be more appropriate for the reallocation phasing, because the PY26 transition was a flawed decision. When the WDB decided to have a transition year in PY26, which starts on July 1, 2026, instead of Warren having the lower allocation as prescribed by the NYSDOL formula, we changed it to 30% across the board (from 24%). She continued, why I'm recommending that we only do 30% across the board for one year only, is because that's 30% allocation on each funding stream. Our intent through this reallocation process, was to ensure funding streams (Adult, Dislocated Worker, Youth) are calculated using NYSDOL allocation formula's, therefore it would be appropriate for us to use the NYSDOL formulas so that each Center gets the percentage of allocation that is appropriate based upon the adult, the dislocated worker, and the youth categories because those numbers are valid based upon USDOL/NYSDOL formulas. It should not be 30% for Warren across-the-board but should be the correct (*and varying*) percentages for Warren Adults, Warren Dislocated Workers, and Warren Youth. That's why a one-year transition would be appropriate.

***Item 1*: Allocation Phasing for the NEW Allocation Formula**

Motion to Approve a 1-year transitional year in PY26, with PY27utilizing the NEW Formula with annual rebasing...

Motion to Approve: Mike Munter- **Second:** Turina Parker **Discussion:** Some **Vote:** Approved

Four (4) NO Votes:

1. Dan Dudley, IBEW
2. Laura Oswald, Washington County
3. Wendy Skawinski, NYSDOL
4. John Wheatley, Warren County EDC

WDB Budget Reconciliation-Going Forward
Jen McCloskey, Fiscal Agent explained past practice is that at the end of the program year, WDB expenses are reconciled and taken out of the following years allocation and taken off the top. We would like to transition to a new system that will improve cash flow, by reconciling the WDB expenses quarterly. More specifically:

1. PY26 1st quarter expenses for July/Aug./Sept. will be reconciled and debited by month-end **October**.
2. PY26 2nd quarter expenses for Oct./Nov./Dec. will be reconciled and debited by month-end **Jan. 2027**.
3. PY26 3rd quarter expenses for Jan./Feb./Mar. will be reconciled and debited by month-end **Apr. 2027**.
4. PY26 4th quarter expenses for Apr./May/June. will be reconciled and debited by month-end **July 2027.**

This methodology would improve cash flow for the Saratoga County Career Center as they front all of the money for the WDB expenses. It would also follow the current allocation percentages by funding stream. So, in PY26, WDB shares would be:

Saratoga=48.5%, Warren=30%, & Washington=21.5%

And at the conclusion of PY26, WDB expenses would be satisfied. In the case of LEAP that pays for some of the WDB expenses up front, they would be credited in the quarter they pay those expenses.

Since we lost our quorum during this conversation, this item will be reintroduced at the September 23rd meeting.

***Item #2*: Allocation Phasing for the NEW Allocation Formula**
Motion to Approve a 1-year transitional year in PY26, with PY27 utilizing the NEW Formula with annual rebasing..
Motion to Approve: NONE- **Second:** NONE
Discussion: Some **Vote:** Did not have quorum at that time…
Will revisit at September 24, 2026 meeting.

7. **SWW Career Center OSOS Quarterly Rpt.**
Kassie Purcell provided a summary memorandum in the WDB Board Book as a supplement to this presentation. Kassie showed the WDB the current OSOS Data Dashboard, which identified how the Career Center services provided will count toward our WIOA Primary Indicators of Performance (PIP) report card. Kassie said that the OSOS Management Reports provide us with information on new enrollments, active customers, exiters and the specific services provided. She explained the differences between Career Center services and those of the NYSDOL staff, who are meeting primarily with dislocated workers on unemployment, and do a lot more data entry than do the Centers. Key takeaways for the Career Centers are that we definitely need to see more people, and to make sure that for those clients seen, proper case management is essential. We are failing one PIP and one Corrective Action Plan (CAP) measure, and financial sanctions are possible. The Centers have been provided written feedback, and all the information they need to make adjustments, which is why both performance and case management is important.

8. **PY24 Subrecipient Monitoring Report Update** *(Skipped agenda item due to time constraints…)*
Fiscal and Program summary memos were presented in the WDB Board Book.

9. **SWW LWDA 3rd Qtr. Financial Report**
Jenniffer McCloskey, as the LWDA Fiscal Agent, reported we may have to request the 80% Obligation Waiver. Gretchen said that it is imperative that our Centers have 20% Carryover as recommended, so that we have a cushion, as we have no idea how much federal funding we will receive.

10. PY26 Career Center's Preliminary Budgets

Gretchen reported that she met with the Center Directors and their fiscal staff last month (*June 10th*). Based on the allocation cuts, that we do not have USDOL/NYSDOL official notice of our allocations, that the NYS Budget has amendments to the Tier 6 NYS Retirement structure, and that Warren and Saratoga counties will be going through their calendar year 2027 budget process in August, it would be wise for us to postpone the Center's budget approvals till our September 23rd WDB meeting so we can have more concrete data and solidified information.

11. Additional Opportunity for Board Member Announcements / Comments

- **Gary** acknowledged Maureen Grabowski & thanked her for her service, as today was her last WDB meeting.
- From **Doug Ford**: the Northeast Construction Trades Workforce Coalition is recruiting for their Girl's Summer camp for 6th, 7th, 8th and 9th grade girls, which will be happening the last week in July, with an advanced camp for returning girls the 1st week in August. 9th grade girls are newly added this year.
- **Mo O'Connell** noted a Veterans hiring event tonight at the VFW in Saratoga Springs.
- **Gary** noted difficulty in hiring staff in the Adirondacks and exploring Visa options to fill gaps.
- **Scott McKenna** introduced the group to an initiative trademarked "Industrial Athlete," to pursue high school and college athletes and introduce them to career opportunities in the trades. They have connected with a group called "Wrestlers in Business," and noted that wrestling is a growing sport in our country both for men and women.

12. Meeting Reminders for September/November/December

Gary reminded the group that meeting location changes are happening in September and December.

- Wednesday, Sept. 23, 2026 - WSWHE BOCES – Ballard Road – Wilton
- Wednesday, Nov. 4, 2026 -Saratoga Eagle - Saratoga Springs, NY
- Wednesday, Dec. 9, 2026 – SUNY Adirondack -Northwest Bay Conf. Center, Queensbury

13. Adjournment

Gary closed the meeting, thanking all for attending and for a very productive meeting.

Next SWW WDB Meeting
Wednesday, Sept. 23, 2026 - WSWHE BOCES – Ballard Road – Wilton

Projected PY 26 County Allocations
Estimates based on unofficial DOL allocations

		Total	Saratoga	Warren	Washington
Adult	Adult formula	$397,969.20 A 100.00%	$229,370.32 48.50%	$96,170.76 30.00%	$72,428.12 21.50%
Youth	Youth formula	$421,227.29 A, B 100.00%	$242,059.62 B 48.50%	$102,248.19 B 30.00%	$76,919.49 B 21.50%
DLW	DLW formula	$672,106.50 A 100.00%	$378,672.69 48.50%	$167,971.95 30.00%	$125,461.86 21.50%
Admin.	Admin formula	$165,700.30 A, B 100.00%	$94,455.84 B 48.50%	$40,710.09 B 30.00%	$30,534.37 B 21.50%

Note: These allocations DO include adjustments for PY25 centers share of the WDB budget.

	Total	Saratoga	Warren	Washington
Grand Total	$1,657,003.29	$944,558.47	$407,100.99	$305,343.84
		57.0%	24.6%	18.4%

* Note: Saratogas allocation includes the WDB budget for PY26

A: Based on planning estiimates for Program year 2026 shared by NYS DOL on 5/26/26
B: NOA PY26-1 issued 6/22/26 releasing the total allocation of PY26 Youth funds and associated Admin. All Youth funds available for draw down.
Admin funds available by county: Saratoga- $22,699.47, Warren- $14,040.91, Washington- $10,062.65.

rev 07/14/2026

RESOLUTION REQUEST FORM NO. 3

Request for <u>New</u> Contract

DEPARTMENT NAME: Workforce Development

DATE: July 22, 2026

(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: 267 Ballard Road, Suite 7, Wilton, NY 12831

(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 9/10/2026

(h) Termination Date of Contract: No later than 6/30/2027

(i) Payment Provisions:
- i) lump sum amount
- ii) hourly rate amount
- iii) total amount not to exceed $21,421
- 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: **<u>OR</u>** Capital Project **<u>OR</u>** Capital Reserve Project Number, and Title, and Amount: WIOA youth contract - 40 6293 0310 470 and 40.6293.0358 470

Contract ____________
Original ____X____
Mod # ____________

Workforce Investment Act
Agreement for Training or Services
Between

Subrecipient: Agency Name: Washington-Saratoga- Warren-Hamilton-Essex BOCES Address: 267 Ballard Road, Suite 7 Wilton, NY 12831	and	County: Name: Warren County Workforce Development Address: 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 $ 21,421
3. This agreement shall take effect on 9/10/26 and terminate on 6/30/27 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

____________________ ________

Signature Date

Dr. Turina M. Parker, Superintendent of Schools

Typed Name and Title

Warren County

____________________ ________

Signature Date

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.

WITNESETH

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 $ 21,421 . 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 9/10/2026 and terminate after 6/30/2027 . 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 $21,421.

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 Workforce Development office. Individual line items may be exceeded with the approval of the Workforce Development 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	$ 12,473
Classroom time – 69 classes at 3 hours per class = 207 hours	
Prep time – 68 classes at 1 hour per class = 68 hours	
Professional Dev.- *(Including curriculum dev., workshops, conferences, meetings, etc.)* = 20 hours	
Main Instructor Cost = 295 hours at $41 per hour	
**Substitute hours – 3 classes at 3 hours per class. Total class hours = 9 hours*	
Instructor Stipend (per contract requirements):	$ 1,000
Total Substitute Cost = 9 at $42	
Administrative Oversight: .017 FTE	$ 1,985
Total Fringe	$ 4,322
Classroom, material & technology fees	$ 1,200
Indirect Cost	$ 441
Total Gross Expenditures	$ 21,421
Total Contract Costs:	$ 21,421

**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 Workforce Development 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. Provide youth with an orientation and required assessment testing. Students must complete both days of orientation, all paperwork and score above an NRS level 1 to move onto the class.
   b. Individuals are provided instruction to increase their basic skills
   c. Administer TABE post-tests as needed to achieve program performance goals
   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.
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. Ensure compliance with WIOA performance standards, follow up and data entry related to these WIOA grant activities.

5. Provide a County contact person for this project and assign a case manager/employment counselor to the individuals enrolled.
6. Review and evaluate program goals completed
7. Monitor progress of youth and program
8. For students who score an NRS level 1, referrals will be provided for appropriate instructional supports to NYS Education Department recommended community programs.

C. <u>Joint responsibilities of both parties</u>

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. <u>Schedule</u>

Classes will begin on or after 9/22/26, and conclude no later than 6/30/27. Program preparation activities may begin on or after 9/10/26. Post class activities, including student follow-up, documentation, reporting, and program closeout activities, may continue through 6/30/27. Specific days of the week for classes will be mutually agreed upon but 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. 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.

<u>WIOA Youth Performance Goals</u>

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 ex it 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 – Workforce Development 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 Workforce Development. 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 meet as required in OMB circulars and will share the results of such audits with the County.

4. Modifications

Warren County Workforce Development 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 that 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 (t*he 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 (t*he 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 Workforce Development on a timely basis. Final vouchers must be submitted no later than sixty days after the agreement end date. Warren County WORKFORCE DEVELOPMENT 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:

DATE: 07/22/2026

FROM CODE	TITLE	TO CODE	TITLE	AMOUNT
40.6293.0358 433	Warren County Funded-Training-Client	40.6293.0358 130	Warren County Funded-Salaries-Part Time	$8,450.00
40.6293.0358 433	Warren County Funded-Training-Client	40.6293.0358 810	Warren County Funded-Retirement	$1,150.00
40.6293.0358 433	Warren County Funded-Training-Client	40.6293.0358 830	Warren County Funded-Social Security	$550.00
40.6293.0358 433	Warren County Funded-Training-Client	40.6293.0358 831	Warren County Funded-Medicare	$150.00

Please state reason for transfers requested:
We are not using as much as originally estimated in the other allocations so we will use more funding in the part-time salaries for additional interns, some of whom work for County departments. Temporary positions are approved under Resolution 200 of 2025.

CONTINGENT FUND TRANSFER REQUESTS

FROM CODE	TITLE	TO CODE	TITLE	AMOUNT
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. 10

Request for Transfer of Funds

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

DEPARTMENT NAME: Workforce Development

SIGNED:

DATE: 07/22/2026

FROM CODE	TITLE	TO CODE	TITLE	AMOUNT
40.6293.4999 439	American Rescue Plan Act (ARPA)-Misc Fees & Expenses	40.6293.4999 110	American Rescue Plan Act (ARPA)-Salaries - Regular	$2,966.38
40.6293.4999 439	American Rescue Plan Act (ARPA)-Misc Fees & Expenses	40.6293.4999 810	American Rescue Plan Act (ARPA)-Retirement	$403.43
40.6293.4999 439	American Rescue Plan Act (ARPA)-Misc Fees & Expenses	40.6293.4999 830	American Rescue Plan Act (ARPA)-Social Security	$183.92
40.6293.4999 439	American Rescue Plan Act (ARPA)-Misc Fees & Expenses	40.6293.4999 831	American Rescue Plan Act (ARPA)-Medicare	$43.01
40.6293.4999 439	American Rescue Plan Act (ARPA)-Misc Fees & Expenses	40.6293.4999 865	American Rescue Plan Act (ARPA)-Dental Insurance	$6.26

Please state reason for transfers requested:
Balance of $3603 remaining in 40.6293.4999 439. Because the project was obligated by December 31, 2024, reallocating the remaining funds to a salary expense category that has previously been used within this project is allowable under ARPA guidance. See email chain with Carla and Monica for additional information.

CONTINGENT FUND TRANSFER REQUESTS

FROM CODE	TITLE	TO CODE	TITLE	AMOUNT
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.

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 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:

CODE	TITLE	AMOUNT
DEPARTMENT: EMPLOYMENT & TRAINING ADMINISTRATION		
ESTIMATED REVENUE		
40.6293.4999 4090	Workforce Invest. Act, WIA/WIOA, American Rescue Plan Act (ARPA), Coronavirus Local Fiscal Recovery Fund (CLFRF)	$62,500.00
APPROPRIATIONS		
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. 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: July 22, 2026

(a) Purpose of Amendment: **To receive reimbursement from Tourism/Occupancy Tax for the amount of $1872.50 to cover the remaining costs of the 2025 Hospitality Workforce Awards Celebration, per Resolution 66 of 2026.**

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

40.6293.0358 439 $1872.50

(c) Revenue Code (with title), and Amount: **40.6293 $1872.50**

Warren County Board of Supervisors

RESOLUTION NO. 66 OF 2026

RESOLUTION INTRODUCED BY SUPERVISORS CROCITTO, WILD, STROUGH, TURNER, RUNYON, BUTLER AND PATCHETT

AUTHORIZING A MEMORANDUM OF UNDERSTANDING BETWEEN THE WARREN COUNTY TOURISM DEPARTMENT AND THE WARREN COUNTY WORKFORCE DEVELOPMENT DEPARTMENT FOR REIMBURSEMENT OF EXPENSES INCURRED FOR THE 2025 END OF THE YEAR ANNUAL HOSPITALITY WORKFORCE CELEBRATION AND AWARDS EVENT

WHEREAS, the Tourism Director requested, and the Occupancy Tax Coordination Committee agreed, to enter into a memorandum of understanding with the Warren County Department of Workforce Development to provide reimbursement for expenses incurred for the 2025 end of the year Annual Hospitality Workforce Celebration and Awards event, and

WHEREAS, the Warren County Workforce Development Department has delivered to the Tourism Director an accounting of expenses incurred for the end of the year Annual Hospitality Workforce Celebration and Awards event, reflecting a total cost of One Thousand Eight Hundred Seventy-Two Dollars and Fifty Cents ($1,872.50), now, therefore, be it

RESOLVED, that the Warren County Board of Supervisors hereby authorizes the Chair of the Board of Supervisors to execute an agreement with the Warren County Workforce Development Department for reimbursement of expenses incurred for the 2025 end of the year Annual Hospitality Workforce Celebration and Awards event, in a form approved by the County Attorney, and be it further

RESOLVED, that the agreement will commence September 8, 2025 and terminate upon payment of an invoice from the Warren County Workforce Development Department for an amount not to exceed One Thousand Eight Hundred Seventy-Two Dollars and Fifty Cents ($1,872.50), and be it further

RESOLVED, that the funds for this invoice will be expended from Budget Code A.6417.0002 480, Tourism/Occupancy, Occupancy Tax, Tourism-Special Events.