

Economic Growth & Development
Department of Workforce Development

AGENDA

October 21, 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 new contract with SUNY Adirondack for Career Café and other employment and training counseling services provided by Workforce Development to SUNY Adirondack students on their campus on a weekly basis for the current academic year.

Rationale: The pilot in the previous academic year was successful, and the SUNY system continues to prioritize and incentivize preparing students by offering real work experience opportunities off campus. Workforce Development staff will continue to be the bridge between SUNY Adirondack students and local businesses.

- B. Resolution request for new contract with Metrix to offer free online learning for businesses, organizations, municipalities, students, and job seekers.

Rationale: The new agreement period for one year is to address fiscal constraints while also still offering a valuable service for the community in the tri-county workforce area.

V. Referral/Pending Items

VI. Information for Discussion/Review

- A. General workforce updates
- a. Unemployment rate
 - b. Seasonal updates
 - c. Upcoming initiatives

VII. Privilege of the Floor and Public

VIII. Motion to Adjourn

Attachments:

- A. Resolution request for new contract with SUNY Adirondack
- B. Draft agreement with SUNY Adirondack
- C. Resolution request for new contract with NY Wired for Education (Metrix)
- D. Draft agreement for Metrix Online Learning

RESOLUTION REQUEST FORM NO. 3

Request for New Contract

DEPARTMENT NAME:

DATE:

- (a) Is this a Result of a Bid or Request for Proposal? No
- (b) Purpose of Contract: **Provide training and employment services to SUNY Adirondack students on a weekly basis.**
- (c) Name of Contractor: SUNY Adirondack
- (d) Address of Contractor: 640 Bay Road, Queensbury, NY 12804
- (e) Contractor's Contact Person and Telephone Number: Susan Wynkoop 518-681-5617
- (f) Has or will the Contract be provided, if so, please attach: Yes
- (g) Commencement Date of Contract: October 15, 2026
- (h) Termination Date of Contract: August 31, 2027
- (i) Payment Provisions: i) lump sum amount Up to \$20,000 and billed quarterly to SUNY Adirondack ii) hourly rate amount iii) total amount not to exceed iv) how will payments be made (i.e. monthly, quarterly, upon completion of the project, etc.
- (j) Where are the Funds for this Contract? List Budget Code, Object Code, Full Title* and Amount: **OR** Capital Project **OR** Capital Reserve Project Number, Title, and Amount: **\$20,000** Revenue code: 40.6293.0362 2210

INTERMUNICIPAL AGREEMENT
ADIRONDACK COMMUNITY COLLEGE
and
WARREN COUNTY CAREER CENTER

This **INTERMUNICIPAL AGREEMENT** (the "IMA"), by and between Adirondack Community College, a State University of New York Community College with an address of 640 Bay Road, Queensbury, New York 12804 (the "College") and Warren County Career Center having an address of 333 Glen Street, Suite 300, Glens Falls, NY 12801 (the "Organization"); the College and the Organization are sometimes referred to collectively herein as the "Parties") is entered into and effective as of the date it has been executed by both Parties below.

WHEREAS, the College wishes to offer career counseling to current students; and

WHEREAS, the Organization is able and wishes to provide the career counseling desired by the College; and

WHEREAS, the College is willing to collaborate with the Organization for such purpose the terms and conditions hereinafter set forth.

NOW, THEREFORE, the Parties do hereby agree as follows:

1. **TERM.** The term of this IMA shall be from October 15, 2026 to August 31, 2027.
2. **COURSES.** The College, in collaboration with the Organization, shall offer career counseling during the Fall 2026 and Spring 2027 semesters. The counseling will take place every Wednesday and Thursday from 12:00 pm to 4:00 pm at Adirondack Community College, Queensbury (640 Bay Road, Queensbury, NY 12804) or an alternative schedule as agreed upon by both parties. In the event the counseling cannot be held on the dates and/or times desired by the College, the College shall work with the Organization to reschedule.
3. **RESPONSIBILITIES OF THE COLLEGE.** The College shall be responsible for:
 - a. Identifying - the Organization as a partner with the college in marketing materials and other promotional efforts (e.g. social media, website, print catalog);
 - b. Providing physical space and necessary accommodations (e.g. internet access, computer workstations, desks, and seating) in the Business Resource Center, Eisenhart Hall on the Queensbury campus.
4. **RESPONSIBILITIES OF THE ORGANIZATION.** The Organization shall be responsible for:
 - a. Providing career counselors and instruction;
 - b. Identifying the college as a partner in its marketing and other promotional efforts (e.g. social media, website).
5. **COURSE REVENUE AND DISTRIBUTION.** Please see Addendum A.
6. **COMPLIANCE WITH FERPA.** The Organization agrees that it may create, and may receive from or on behalf of the College, or have access to, records or record systems that are subject to the Family Educational Rights and Privacy Act (20 U.S.C. § 1232g; 34 CFR Part 99), and any implementing regulations thereto (collectively, "FERPA"). The Organization represents, warrants, and agrees that it shall:

- a. Hold the FERPA records in strict confidence and shall not use or disclose the FERPA Records except as (a) permitted or required by this IMA; (b) required by law; or (c) otherwise authorized by the College in writing;
- b. Safeguard the FERPA Records according to commercially reasonable administrative, physical and technical standards that are no less rigorous than the standards by which the Organization protects its own confidential information; and
- c. Continually monitor its operations and take any reasonable action necessary to assure that the FERPA Records are safeguarded in accordance with the terms of this IMA. At the request of the College, the Organization agrees to provide the College with a written summary of the procedures it uses to safeguard the FERPA Records it has been provided access to in the course of this IMA.

The obligations to maintain confidentiality and otherwise abide by the limitations provided under FERPA shall survive the expiration or termination of this IMA.

7. **INSURANCE.** The Organization and the College both agree to maintain commercial insurance coverage from insurance carriers licensed and admitted to do business in the State of New York and must be rated "A-VII" or better by AM Best as may be required for the performance of this IMA. Both parties agree to obtain, provide and keep the required insurance in effect at all times during the period of this IMA. Each party shall provide the other with a Certificate of Insurance evidencing coverage as follows:
 - Commercial General Liability Insurance: One Million Dollars per occurrence with a Two Million Dollar Aggregate for personal injury and completed products and operations;
 - Commercial Automobile Insurance: One Million Dollars Combined Single Limit for hired, non-owned and owned vehicles;
 - Excess Insurance: One Million Dollars per occurrence aggregate; and
 - NYS Statutory Workers Compensation, Employers Liability and Disability Insurance

Each certificate of Insurance provided by the parties to this IMA shall list the other as an Additional Insured on a Primary and Non-contributory Basis and as a Certificate Holder for the work they may perform under this IMA and shall provide for thirty (30) days written notice to the other party of any cancellation.

The Organization shall also provide the same type and amounts of insurance naming the County of Warren and the County of Warren as Certificate Holders and Additional Insured on a Primary and Non-contributory basis. The organization's certificate of insurance for the County of Warren with additional insured on a primary and non-contributory basis shall be sent on an annual basis to: County of Warren, Attention: County Attorney, 1340 State Route 9, Lake George, NY 12845.

Such certificates shall be provided to the other Party no later than fifteen (15) days prior to the start of any course or program.

8. **PARTICIPANT ELIGIBILITY.** The Organization shall be responsible for implementing the Program, and for accepting and retaining participants of the Program in cooperation with College Faculty. Students participating in this Program must be registered in courses through the College.
9. **OWNERSHIP OF MATERIALS.** The Organization retains ownership of all literacy or other works of authorship (such as software programs and codes, documentation, reports, and

similar works), information, data, intellectual property, techniques, or methods that the Organization owns at the time this IMA is executed or otherwise developed or acquired independent of this IMA and employed by the Organization in connection with the services provided to the College.

10. MUTUAL INDEMNIFICATION. During the performance of this IMA, each Party, its assignees, and successors in interest agrees and promises to the fullest extent provided by law, to defend, indemnify and hold harmless the other Party, the County of Warren, their elected officials, officers, employees, and agents, from and against all claims, damages, losses and expenses (including, but not limited to, attorneys' fees, costs, and disbursements), which arise out of or result from the performance of the work covered under this IMA, which are sustained by any person, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of property caused by the tortious act or negligent act or omission of the party in question, or its officers, members, partners, employees, agents, subcontractors, or anyone for whom the party is legally liable. These indemnification provisions shall survive the expiration or earlier termination of this IMA.

11. CANCELLATION AND/OR POSTPONEMENT OF CLASSES. If the Organization is closed due to an emergency or weather condition, the College shall cancel or postpone any scheduled sessions at the Organization's site and the Career Center will be notified. The Organization shall provide the College Public Safety Office with the contact information (phone and/or email) of Program staff and personnel in order to receive Emergency Notifications. These notifications include but are not limited to:

- Lock Down Drills
- Fire Drills
- Campus Delays
- Campus Closings
- Power Outages

12. TERMINATION. This IMA may be terminated as follows:

- a. By the College, at the Organization's expense, where the Organization becomes unable or incapable of performing, or meeting any of the requirements or qualifications set forth in this IMA, or for non-performance, or upon a determination by the College that the Organization is non-responsible. Such termination shall be upon written notice to the Organization. In such event, the College may complete the contractual requirements hereunder in any manner it deems advisable and pursue available legal or equitable remedies for any breach by the Organization; or
- b. By convenience at any time by either party for convenience, upon thirty (30) days written notice, without penalty or other early termination charges due. If the IMA is terminated pursuant to this subsection, the College shall remain liable for all accrued but unpaid charges incurred until the date of termination.
- c. Adirondack Community College is accredited by the Middle States Commission on Higher Education (MSCHE). As of January 1, 2024, MSCHE requires assessment of third-party providers of certain student academic support services. In accordance with this accreditor requirement, the College reserves the right to terminate this agreement with less than thirty (30) days notice if material concerns are identified, communicated, and not resolved to the satisfaction of the college.

13. **RELATIONSHIP OF THE PARTIES.** Neither the College nor the Organization are, or shall be, deemed to be an employee, agent, co-venturer, or legal representative of the other party hereto for any purpose. The College and the Organization are independent contractors.
14. **ASSIGNMENT.** This IMA or any of its provisions shall not be assigned, delegated, transferred, conveyed, sub-let or otherwise disposed of without the prior written consent of the other party hereto.
15. **CHOICE OF LAW.** This IMA shall be governed and construed in accordance with the laws of the State of New York, without regard to its conflict of law principals. The Parties hereby irrevocably submit to the exclusive jurisdiction of the State Courts located in Warren County, New York, and waive any other venue which either party may be entitled to by law.
16. **SEVERABILITY AND WAIVER.** If any portion or provision of this IMA shall be deemed invalid or unenforceable, the remainder of this IMA shall not be affected thereby and shall remain valid and enforceable. A waiver of any of the terms and conditions hereof shall not be construed as a general waiver by either party, and either party shall be free to reinstate such term and condition without notice.
17. **ENTIRE AGREEMENT.** This IMA constitutes the entire agreement between the Parties hereto with regard to the subject matter hereof and supersedes all prior understandings and agreements, whether written or oral. No modification, amendment or variation of the terms of this IMA shall be valid unless made in writing and signed by a duly authorized representative of the Parties.

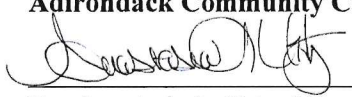
IN WITNESS WHEREOF, THE Parties have caused this IMA to be signed and delivered by their duly authorized representatives as of the dates written below.

COUNTY OF WARREN

By: Kevin B. Geraghty
Chairman, Warren County Board of Supervisors

Date

Adirondack Community College



By: Anastasia L. Urtz, J.D.
President

10/05/26_____
Date

Approved as to Form:

Warren County Attorney

ADDENDUM A

REVENUE AND DISTRIBUTION: The Subcontractor shall be paid upon submitting an invoice, at least quarterly, to the College's Business Office and Foundation. Payment will be rendered within 30 days of the College receiving the invoice, up to \$20,000 per academic year.

Fee Summary Based on 2 Days/Week 12:00-4:00pm

Compensation	Work Completed
\$14,624.98	Salary and fringe for 416 hours
\$2,000	Supplies
\$1,040	Food/Beverages for Students
\$500	Mileage Reimbursement
TOTAL: up to \$20,000	To include Salary, COLA, and benefits for 2027

RESOLUTION REQUEST FORM NO. 3

Request for New Contract

DEPARTMENT NAME:

DATE:

- (a)** Is this a Result of a Bid or Request for Proposal? No
- (b)** Purpose of Contract: **Provide free online learning courses to local residents, businesses, organizations, municipalities, and students.**
- (c)** Name of Contractor: New York Wired for Education
- (d)** Address of Contractor: 225 E Robinson St, Suite 570, Orlando, FL 32801
- (e)** Contractor's Contact Person and Telephone Number: Stephanie Perry 484-213-4100
- (f)** Has or will the Contract be provided, if so, please attach: Yes
- (g)** Commencement Date of Contract: November 30, 2026
- (h)** Termination Date of Contract: October 31, 2027
- (i)** Payment Provisions: i) lump sum amount \$15,000 billed annually ii) hourly rate amount iii) total amount not to exceed iv) how will payments be made (i.e. monthly, quarterly, upon completion of the project, etc.
- (j)** Where are the Funds for this Contract? List Budget Code, Object Code, Full Title* and Amount: **OR** Capital Project **OR** Capital Reserve Project Number, Title, and Amount: **\$15,000** 40.6293.0300 0305 0310 0313 0358 470

METRIX LEARNING SERVICES AGREEMENT

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

I. DESCRIPTION OF SERVICES –

- a. Learning Management System (“LMS”): The Metrix Learning LMS provides user management and delivery of training content. The LMS is accessible 24/7 from any computer with internet access. Features include:
 - i. Dashboards: Easy-to-use customer and administrator dashboards.
 - ii. Career Pathways Tool: Skill assessment and learning plans for ten (10) industry paths, 200+ growth occupations.
 - iii. Certificates of Completion and Badges: Customers are awarded a certificate of completion for passing each course module. Customers can also receive digital badges for completion of bundles of courses.
 - iv. Reporting: There are both automated reports delivered via email monthly, and standard reports accessible in the LMS administrator functions. These reports include registrations, course launches, and completion data.
- b. Learning Content Licenses: Eligible individuals served by Warren County One Stop Center who qualify to receive a one hundred and eighty (180) day license to eLearning content. Each license grants an individual access to take unlimited courses in the assigned content library.
 - i. Content licenses included in this contract:
 - Unlimited licenses to Skillsoft Business/Desktop/IT content library
 - Unlimited licenses to TPC Manufacturing/Skilled Trades content library
 - Unlimited licenses to 1Huddle gamification content library
 - Unlimited licenses to ProveIT! Assessments
- c. Technical Support: Technical support is available Monday through Friday from 9AM - 5PM EST excluding holidays. Support is available via phone at 518-462-1780 (toll free:



1-844-691-1780) or via email at customersupport@metrixlearning.com.

II. COSTS, SERVICE TERM, AND PAYMENT

- a. Cost: The service described above is at a fixed cost of **\$15,000**.
- b. Service Term: The service term is 12 months: **11/30/2026 to 10/31/2027**.
 - i. Auto-Renewal: Contract will renew automatically upon end date. The renewal service term is 12 months. Warren County One Stop Center must notify Metrix Learning in writing if they do not wish to renew within 60 days of contract.
- c. Payment Terms: A bill will be submitted to Warren County One Stop Center at the contract start for **\$15,000** with payment due within Net terms of 30 days.

III. AMENDMENTS

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

The undersigned parties agree to work together in the manner described.

IN WITNESS WHEREOF, the parties have executed this agreement on the date below.

Signature
Date

Signature
Date

Name/Title

Name/Title