

PERSONNEL COMMITTEE

TUESDAY, NOVEMBER 10, 2026

COMMITTEE	RESOLUTION	TITLE
Per/C/B/R	G/18	<p>RESOLUTION AUTHORIZING THE CAPITAL REGION WORKFORCE DEVELOPMENT BOARD'S ACCEPTANCE OF FEDERAL WORKFORCE INNOVATION AND OPPORTUNITY ACT (WIOA) FUNDS FROM THE SARATOGA-WARREN-WASHINGTON WORKFORCE DEVELOPMENT BOARD, AUTHORIZING A CONSULTING AGREEMENT, AND AMENDING THE 2026 RENSSELAER COUNTY ADOPTED BUDGET - DEPARTMENT OF EMPLOYMENT AND TRAINING</p> <p>Motion Made By: Seconded By: In favor: Opposed:</p> <p>Notes:</p>

RENSSELAER COUNTY LEGISLATURE

Introduced by Legislator(s) Grant, Patire, Zalewski

Sent To: Personnel

Committee

Date November 10, 2026

Resolution No. G/18

**RESOLUTION AUTHORIZING THE CAPITAL REGION WORKFORCE DEVELOPMENT BOARD'S
ACCEPTANCE OF FEDERAL WORKFORCE INNOVATION AND OPPORTUNITY ACT (WIOA)
FUNDS FROM THE SARATOGA-WARREN-WASHINGTON WORKFORCE DEVELOPMENT BOARD,
AUTHORIZING A CONSULTING AGREEMENT, AND AMENDING THE 2026 RENSSELAER
COUNTY ADOPTED BUDGET - DEPARTMENT OF EMPLOYMENT AND TRAINING**

WHEREAS, This Resolution is filed with the Rensselaer County Legislature by the Rensselaer County Executive; and

WHEREAS, The Capital Region Workforce Development Board ("CRWDB") is in receipt of Federal Workforce Innovation and Opportunity Act ("WIOA") Funds from the Saratoga-Warren-Washington Workforce Development Board ("SWW WBD") in the amount of \$9,000.00 for the purpose of providing consulting services to the SWW WBD; and

WHEREAS, The SWW WBD seeks to enter into a consulting agreement with the CRWDB to provide support to the Saratoga-Warren-Washington Local Workforce Development Area for outcomes for WIOA administration, compliance, operations and fiscal support, and collaboration on conveying regional partnerships; and

WHEREAS, The consulting agreement shall be at a rate of \$150.00/hour at a maximum of 20 hours/month for the period of October 1, 2026 through June 30, 2027; and

WHEREAS, Any positions, programs, expenditures and/or agreements or contracts authorized or established pursuant to this Resolution shall terminate and cease upon discontinuance of said funding, therefore, be it

RESOLVED, That the Rensselaer County Executive, or his designee, is authorized to sign the above agreement, subject to the approval as to form by the Rensselaer County Attorney; and, be it further

RESOLVED, That the 2026 Rensselaer County Adopted Budget shall be, and hereby is amended as follows:

2026 GENERAL FUND REVENUE

<u>CODE/DESCRIPTION</u>	<u>PRESENT</u>	<u>CHANGE</u>	<u>REVISED</u>
CD.6291.47906.EMPLOY.MISC.2026	\$602,087.00	\$9,000.00	\$611,087.00

2026 GENERAL FUND APPROPRIATIONS

<u>CODE/DESCRIPTION</u>	<u>PRESENT</u>	<u>CHANGE</u>	<u>REVISED</u>
CD.6291.04700 Program Expenditures	\$360,669.00	\$9,000.00	\$369,669.00

Resolution ADOPTED by the following vote:

Ayes:

Nays:

Abstain:

November 10, 2026

Clerk of the Legislature

Sent to County Executive_____

Received from County Executive_____

Clerk of the Legislature



Executive Action

Approved_____ Date_____

Disapproved_____
Veto Message Attached and Returned to Clerk

County Executive

LEGISLATIVE FISCAL IMPACT STATEMENT

Type of Legislation: Local Law: _____ G Resolution: X P Resolution: _____

Title of Legislation: Resolution for the Capital Region Workforce Development Board's Acceptance of Federal WIOA Funds from the SWW WDB & Saratoga County for Workforce Governance and Amending the 2021

Requested by: Department of Employment & Training

Sponsor(s): _____

FISCAL IMPACT

1) Projected cost of proposed legislation, if any: \$ 9,000.00 REVENUE current year
_____ ongoing expenses per year

2) Method of financing – note all that apply (federal funding, state funding, bonding, tax levy, etc.): 100% Federal Funds

a) For federal funding: amount \$ 9,000.00 and length of time federal funding is available 10/1/26 - 6/30/27. Is it available for ongoing expenses? Yes X or No _____

b) For state funding: amount \$ _____ and length of time state funding is available _____. Is it available for ongoing expenses? Yes _____ or No _____

c) If bonded, state amount of total indebtedness this legislation will create and projected interest cost over the course of borrowing:
Principal \$ _____
Total projected interest costs \$ _____

d) Tax levy impact for current year \$ _____ and ongoing \$ _____

e) Other (please explain) \$ _____

3) Is this expense or program mandated? Yes _____ No X

4) Length of expense or project (one time only, ongoing, etc.): Approx \$3,000.00 per month Revenue to be raised

5) Justification for the appropriation/expenditure requested. Include any revenue this will produce or any expense that will be avoided: The Capital Region Workforce Development Board is seeking to enter into a consulting agreement with the Saratoga Warren Washington Local Workforce Development Area to provide support for outcomes for WIOA Administration, compliance, operations and fiscal support, and collaboration on conveying regional partnerships. This agreement shall be at the rate of \$150.00 per hour for no more than 20 hours of service per month. Equating to additional revenue of approximately \$3,000.00 per month.

Department Head

Jessica Eckert, Commissioner

CONTRACT

THIS AGREEMENT, BY AND BETWEEN

PARTY “A” - COUNTY OF SARATOGA, a municipal corporation duly organized under the laws of the State of New York, with offices at 40 McMaster Street, Ballston Spa, New York 12020 (COUNTY),

PARTY “B” – SARATOGA-WARREN-WASHINGTON WORKFORCE DEVELOPMENT BOARD, a “local workforce development board” empowered by 29 USCS §3122, with offices located at 333 Glen Street, Suite 2L, Glens Falls, NY 12801 (SWW WDB),

-and-

PARTY “C” - COUNTY OF RENSSELAER, with an address at 99 Troy Road, East Greenbush, New York 37027 (CONTRACTOR),

PARTY “D” – CAPITAL REGION WORKFORCE DEVELOPMENT BOARD, a “local workforce development board” empowered by 29 USCS §3122, with offices located at 80 Vandenburg Ave, CTR165, Troy, NY 12180 (CR WDB),

RECITALS:

WHEREAS, the Saratoga-Warren-Washington Workforce Development Board (SWW WDB) is an organization created and empowered pursuant to the Workforce Innovation and Opportunities Act (WIOA) to implement WIOA programs in the Counties of Saratoga, Warren, and Washington; and

WHEREAS, the County of Saratoga serves as the Grant Recipient and Fiscal Agent through which funds are received or paid out by the SWW WDB; and

WHEREAS, the SWW WDB requires the consulting services of personnel experienced in the operations of Regional Workforce Development Boards; and

WHEREAS, the Capital Region Workforce Development Board (CR WDB), an organization created and empowered pursuant to WIOA to implement WIOA programs in the Workforce Development Area encompassing Albany, Rensselaer, and Schenectady Counties, has agreed to provide such consulting services under certain terms; and

WHEREAS, the County of Rensselaer is the Grant Recipient and Fiscal Agent through which funds are received or paid out by the CR WDB; and

NOW, THEREFORE, the parties agree that:

1. TERM OF AGREEMENT: The Agreement shall commence October 1, 2026 and shall continue through June 30, 2027.

2. SERVICES: CR WDB will provide consulting support on behalf of SWW WDB as directed by SWW WDB Executive Director or the SWW WDB Chairperson. Said consulting support can include work outcomes for WIOA administration, compliance, operations support, fiscal support, career center management support, and collaboration on conveying regional partnerships. CR WDB is to perform no more than twenty hours of such services per month.

3. CONTRACT SUM AND PAYMENT: COUNTY, as Grant Recipient and Fiscal Agent for SWW WDB, shall pay CONTRACTOR, as CR WDB's Grant Recipient and Fiscal Agent, for services performed by CR WDB pursuant to this contract. COUNTY shall pay CONTRACTOR at a rate of one-hundred and fifty dollars (\$150.00) per hour for consulting services performed by CR WDB for SWW WDB and the total amount of funds paid by COUNTY TO CONTRACTOR for services rendered by CR WDB for SWW WDB's over the course of this contract is not to exceed twenty-seven thousand dollars (\$27,000). CONTRACTOR and CR WDB acknowledge that COUNTY, as a municipal entity, is exempt from and shall not be responsible for the payment of any federal, state, or local taxes on purchases or services rendered under this Agreement.

4. COMPLIANCE WITH LAWS: CONTRACTOR and CR WDB shall comply with all applicable laws, ordinances, and regulations, including nondiscrimination and labor laws. COUNTY, SWW WDB, CR WDB, and CONTRACTOR agree that for the duration of this Agreement and any renewal term(s) thereof, they will not discriminate against any employee, applicant for employment, or person requesting services in connection with this agreement, because of race, creed, color, national origin, disability, age, sex, marital status, sexual orientation, or source of payment.

5. FREEDOM OF INFORMATION LAW COMPLIANCE: CONTRACTOR and CR WDB acknowledge that COUNTY is subject to the New York Public Officers Law (POL) Article 6 ("FOIL"). All records submitted to COUNTY are presumptively public unless an exemption applies.

To the extent CONTRACTOR or CR WDB asserts that any portion of its submission is exempt from disclosure under POL § 87(2)(d) (Trade Secrets/Competitive Injury), CONTRACTOR or CR WDB must clearly redact and label such portions at the time of submission and provide a written justification for the exemption. Failure to clearly identify and justify such exemptions at the time of submission shall constitute a waiver of CONTRACTOR's and/or CR WDB's right to claim such exemptions later.

COUNTY retains sole discretion to determine whether the claimed exemption applies. COUNTY shall not be liable for any disclosure of records where CONTRACTOR or CR WDB failed to adhere to these identification requirements. CONTRACTOR and CR WDB agrees to

indemnify and defend COUNTY against any legal challenges or costs arising from COUNTY's withholding of records at CONTRACTOR's and/or CR WDB's request.

6. CONFLICTS OF INTEREST: CONTRACTOR and CR WDB shall not employ any official or employee of COUNTY in connection with this project and shall adhere to the Code of Ethics of COUNTY.

7. INDEMNIFICATION: At all times, CONTRACTOR and CR WDB shall indemnify and save harmless COUNTY from and against any and all claims and demands whatsoever, including costs, litigation expenses, counsel fees and liabilities in connection therewith arising out of injury to or death of any person whomsoever or damage to any property of any kind by whomsoever, caused in whole or in part, directly or indirectly, by negligence of CONTRACTOR or CR WDB, any person employed by CONTRACTOR or CR WDB, its contractors, subcontractors, materialmen, or any person directly or indirectly employed by them or any of them, while engaged in the work hereunder. This clause shall not be construed to limit, or otherwise impair, other rights or obligations of indemnity which exist in law or equity for COUNTY's benefit.

8. INSURANCE REQUIREMENTS: CONTRACTOR and CRF WDB shall provide COUNTY with proof of Liability Insurance by a company authorized to do business in the State of New York. The policy's limits shall be no less than \$1,000,000 per occurrence and \$2,000,000 general aggregate and shall be subject to the approval of the County Attorney. CONTRACTOR and CR WDB may utilize umbrella/excess coverage to achieve the limits required hereunder. This insurance shall be primary and non-contributory to any insurance or self-insurance maintained by COUNTY.

The certificate holder must be listed as COUNTY OF SARATOGA, 40 McMaster Street, Ballston Spa, New York 12020. This insurance certificate must also include COUNTY OF SARATOGA as additional insured and CONTRACTOR and CR WDB shall provide COUNTY with proof of such insurance in the form of an Additional Insured Endorsement (covering ongoing and completed operations) or other proof acceptable to COUNTY, which shall be emailed to insurancecertificates@saratogacountyny.gov.

In the event that any policy furnished or carried pursuant to this Agreement is scheduled to expire on a date prior to the expiration of the term of this Agreement, CONTRACTOR or CR WDB shall deliver to COUNTY a certificate or certificates of insurance evidencing renewal of such policy or policies not less than fifteen (15) days prior to such expiration date, and CONTRACTOR or CR WDB shall promptly pay or cause to be paid all premiums due thereon. The above insurance is not, and shall not be construed as, a limitation upon CONTRACTOR's or CR WDB's obligation to indemnify COUNTY.

9. WORKERS' COMPENSATION INSURANCE REQUIREMENT: This Agreement shall be void and of no effect unless throughout the term of this Agreement CONTRACTOR or CR WDB, in compliance with the provisions of the Workers' Compensation Law, shall secure compensation for the benefit of and keep insured during the life of this Agreement such employees as are required to be insured according to law. Proof of such coverage or exemption

must be provided to COUNTY and shall be evidenced solely by the forms currently accepted by the New York State Workers' Compensation Board for municipal compliance (C-105.2, U-26.3, SI-12, or CE-200, or their successors). ACORD certificates are not valid proof of coverage and shall not be accepted.

10. INSURANCE CANCELLATION NOTICE: In the event that CONTRACTOR or CR WDB receives notice of cancellation of any insurance policy carried pursuant to this Agreement, CONTRACTOR or CR WDB shall immediately provide COUNTY with written notice of such cancellation by no later than the next business day of COUNTY. In the event of such insurance policy cancellation, CONTRACTOR or CR WDB shall provide COUNTY with proof of equivalent policy and limit replacement insurance satisfying the insurance requirements herein within two (2) COUNTY business days of CONTRACTOR's or CR WDB's receipt of notice of cancellation of insurance. Any failure by CONTRACTOR or CR WDB to comply with the insurance requirements of this Agreement in a timely manner shall constitute a breach of this Agreement, and COUNTY may, at its option, terminate this Agreement upon written notice to CONTRACTOR.

11. WAIVER OF SUBROGATION: CONTRACTOR and CR WDB waive any right to bring action against COUNTY or SWW WDB for any damage to the property of CONTRACTOR or CR WDB arising out of the alleged negligence of COUNTY or SWW WDB, its agents, servants, and employees. CONTRACTOR and CR WDB agree that any policy of insurance insuring its property shall contain a waiver of subrogation rights for any property loss suffered by reason of the alleged negligence or other unlawful act by COUNTY or SWW WDB, its agents, servants, and employees.

12. EXECUTORY CLAUSE: In accordance with § 362 of the County Law, COUNTY shall have no liability under this Agreement to CONTRACTOR, CR WDB, or to anyone else beyond funds appropriated and available for this Agreement. This Agreement shall be deemed executory only to the extent of monies appropriated and available for the purpose of the Agreement, and no liability on account thereof shall be incurred by COUNTY beyond the amount of such monies. It is understood that neither this Agreement nor any representation by any public employee or officer creates any legal or moral obligation to appropriate or make monies available for the purpose of the Agreement.

13. MODIFICATION: No modification of any provision thereof shall be valid unless in writing signed by both parties.

14. ASSIGNMENT AND TRANSFER: CONTRACTOR and CR WDB shall not assign or transfer any interest herein without COUNTY's prior written consent. All of the terms, covenants and agreements herein contained shall be binding upon and shall inure to the benefit of successors and assigns of the respective parties hereto.

15. DEFAULT: The occurrence of any of the following shall be considered an Event of Default:

- a. Failure to Perform: The failure of CONTRACTOR or CR WDB to perform the Services outlined in Section 2 of this Agreement.

- b. Other Failure to Perform: The failure by either COUNTY, SWW WDB, CR WDB, or CONTRACTOR to perform and/or comply with any term, covenant, or condition required under this Agreement.

16. REMEDIES: In the Event of Default under this Agreement, the non-defaulting party may take such legal action as may be appropriate under the circumstances, including injunctive relief, declaratory judgment, or monetary damages for such default. No such action or proceeding shall be commenced until the defaulting party has been given written notice thereof by the non-defaulting party and twenty (20) days have elapsed since receipt of such notice, and the defaulting party has not proceeded to cure the default. Any default by a party in providing the insurance required pursuant to this Agreement shall be subject to the remedies and requirements set forth herein.

17. TERMINATION: Termination for cause brought about by failure of CONTRACTOR or CR WDB to perform shall be effected only if CONTRACTOR or CR WDB fail to remedy or eliminate the violation within twenty (20) days of written notification thereof from COUNTY. Termination without cause may be effectuated by either party upon thirty (30) days' written notice to the other party.

18. NOTICES: Any notice, demand, request, consent, approval, or other communication given under or with respect to this Agreement shall be in writing and shall be personally served or sent by First Class United States mail, postage pre-paid, addressed to the other party or entity as follows:

To COUNTY or SWW WDB:

Saratoga County Administrator
40 McMaster Street
Ballston Spa, NY 12020

With copy to:

Saratoga County Attorney
40 McMaster Street
Ballston Spa, NY 12020

To CONTRACTOR:

Rensselaer County Administrator
99 Troy Road
East Greenbush, New York 37027

19. SEVERABILITY: In the event that any provision of this Agreement shall be determined by a Court of Law to be illegal and/or unenforceable, the Agreement, to the extent the Courts have determined practical, shall continue in full force and effect between the parties as if the said illegal or unenforceable provision were not a part thereof.

20. ENTIRE AGREEMENT: This Agreement, incorporating attachments, amendments and renewals, constitutes the entire agreement among the parties regarding the subject matter hereof, and supersedes all prior agreements (written or oral) which may have related to the subject matter hereof.

21. CONFLICTING CLAUSES: In the event of any conflict, inconsistency, or ambiguity between the terms and conditions of this Agreement and any terms, conditions, contract language, or provisions contained in any document, proposal, invoice, or other communication provided by CONTRACTOR, the terms and conditions of this Agreement shall govern and control in all respects. Any conflicting, inconsistent, or ambiguous terms and conditions in CONTRACTOR's documents are expressly rejected and shall have no force or effect unless expressly agreed to in writing by an authorized representative of COUNTY.

22. CHOICE OF LAW: The laws of the State of New York shall govern this Agreement. Any litigation related to this Agreement shall be venued in a court of competent jurisdiction located in the County of Saratoga, State of New York.

--- SIGNATURE PAGE TO FOLLOW ---



BOARD OF SUPERVISORS

09/15/2026

RESOLUTION 268 – 2026

Introduced by Economic Development: Supervisors Brennan, Antoski, Burger, Butler, Grasso, Lalukota, and Wemple

AUTHORIZING AN AGREEMENT WITH THE COUNTY OF RENSSELAER AND THE CAPITAL REGION WORKFORCE DEVELOPMENT BOARD FOR CONSULTING SERVICES RELATED TO WORKFORCE INNOVATION AND OPPORTUNITY ACT PROGRAMMING

WHEREAS, the Saratoga/Warren/Washington County Workforce Development Board is one of thirty-three (33) workforce development boards within New York State responsible for executing the objectives of the Workforce Innovation and Opportunity Act ("WIOA"), including issuing policy guidance, strategic planning, oversight and program direction for the local workforce system; and

WHEREAS, the funding for the Saratoga/Warren/Washington County Workforce Development Board has been reduced, even though the statutory obligations and required services remain the same; and

WHEREAS, the Saratoga/Warren/Washington County Workforce Development Board is working on restructuring to streamline services and implement cost saving measures, including utilizing the Rensselaer County/Capital Region Workforce Development Board, which is able to provide consulting and support services to the Saratoga/Warren/Washington County Workforce Development Board, including work outcomes for WIOA administration, compliance, operations support, fiscal support, and collaboration on conveying regional partnerships; and

WHEREAS, our Economic Development Committee recommends the approval of an agreement between the Saratoga/Warren/Washington County Workforce Development Board and the Rensselaer County/Capital Region Workforce Development Board in which the Capital Region Workforce Development Board will provide consulting support on behalf of the Saratoga/Warren/Washington County Workforce Development Board as directed by the Saratoga/Warren/Washington County Workforce Development Board Executive Director or the Saratoga/Warren/Washington County Workforce Development Board Chairperson, said consulting shall be at a rate of \$150 per hour for no more than twenty (20) hours of services per month, for a total amount not to exceed \$27,000; now, therefore, be it

RESOLVED, that the Chair of the Board of Supervisors is hereby authorized to execute an agreement between the Saratoga/Warren/Washington County Workforce Development Board and the Rensselaer County/Capital Region Workforce Development Board whereby the Capital Region Workforce Development Board will provide consulting support on behalf of the Saratoga/Warren/Washington County Workforce Development Board as directed by the Saratoga/Warren/Washington County Workforce Development Board Executive Director or the Saratoga/Warren/Washington County Workforce Development Board Chairperson, said consulting shall

be at a rate of \$150 per hour for no more than twenty (20) hours of services per month, at a total amount not to exceed \$27,000; and, be it further

RESOLVED, that the form and content of such agreement shall be subject to the approval of the County Attorney; and be it further

RESOLVED, that this Resolution shall take effect immediately.

BUDGET IMPACT STATEMENT: No budget impact. Funds are included in the department budget.

September 15, 2026 Regular Meeting

Motion to Adopt: Supervisor Murray

Second: Supervisor Kinowski

AYES (225,104): John Antoski (11831), Joseph Grasso (4328), Philip C. Barrett (19014.5), Ram mohan Lalukota (19014.5), C. Eric Butler (6500), Harry Brennan (819), Robert Anderson (1333), James D. Arnold (3525), Michael Gyarmathy (8004), Arthur M. Wright (1976), Kevin Tollisen (25662), Cynthia Young (17130), Scott Ostrander (18800), Jesse Fish (16202), Susan Wemple (2075), Ian Murray (5808), Sarah J. Burger (14245.5), Minita Sanghvi (14245.5), Edward D. Kinowski (9022), David Ball (8208), Toni Sturm (17361)

NOES (0):

ABSENT (10,405): Willard H. Peck (5242), Thomas Richardson (5163)