

18048 ONE STOP OPERATOR
MEMORANDUM OF UNDERSTANDING FOR PROFESSIONAL SERVICES
For LAKE COUNTY

This MEMORANDUM OF UNDERSTANDING is entered into this _____ day of _____, 2018, by and between Lake County Workforce Development Board (“Workforce Development Board”), Lake County and the One-Stop Operator partner consortium between Lake County Workforce Development Department, College of Lake County, and Illinois Department of Employment Security (“OSO”), (the Workforce Development Board, Lake County, and the OSO are collectively referred to as the “parties”).

RECITALS

WHEREAS, the Workforce Development Board is seeking a One-Stop Operator, as noted in RFP# 18048 documents, to provide services at the One-Stop Center in Lake County and the Job Center of Lake County and the OSO, a partner consortium between Lake County Workforce Development, College of Lake County, and Illinois Department of Employment Security, submitted a proposal dated March 8, 2018, to provide such services (“Services”) and the OSO has been selected, through a competitive bid process, to provide such Services; and

WHEREAS, OSO has the professional expertise and credentials to provide these Services and has agreed to assume responsibility for providing these Services; and

WHEREAS, Section 121 of the Workforce Investment and Opportunity Act, Pub. L. 113-128, “(WIOA)” requires a memorandum of understanding be entered into between the local board, with the agreement of the chief elected official, and the one-stop partner (the “MOU”); and

WHEREAS, the parties recognize that the Services provided hereunder are pursuant to the requirement of the WIOA and that all rules and regulations, WIOA state policies and any other state or federal requirements per WIOA will be applicable.

NOW, THEREFORE, Workforce Development Board, with the agreement of Lake County, and the OSO agree as follows:

SECTION 1. MEMORANDUM OF UNDERSTANDING DOCUMENTS

The MOU Documents that constitute the entire Memorandum of Understanding between the parties are in order of precedence:

- A. This MOU and all exhibits hereto; and,
- B. Terms and Conditions identified in RFP 18048 One Stop Operator for Lake County; Exhibit A
- C. RFP 18048 response proposal dated March 8, 2018 and all exhibits thereto identified within as Exhibit B.

SECTION 2. SCOPE OF WORK

The OSO shall coordinate partner activities and services to ensure that the One-Stop Center in Lake County and the Job Center of Lake County continue to meet and improve upon the related One-Stop Certification criteria under the Illinois Workforce Innovation Board Criteria and Procedures for Certifying One-Stop Centers.

The OSO is required to maintain a One-Stop Center in Lake County and the Job Center of Lake County located in Waukegan. The OSO shall have an on-site presence at the Job Center of Lake County. The Job Center Supervisor will dedicate no less than 75% of time carrying out the role as the on-site lead and as part of the leadership advisory partnership.

Within 45 days of execution of this MOU and subsequently on an annual basis, the OSO will propose a set of deliverables and dates when major milestones will be delivered. The OSO will be responsible for submitting a performance report to the Workforce Development Board monthly.

The OSO will report the progress against the scope of work and deliverables to the Workforce Development Board Operations Committee quarterly. The Workforce Development Board will be responsible for monitoring performance levels based on progress reviews and milestone reports.

The OSO will coordinate Services and staffing of the Job Center as described in the proposed scope of work.

Coordinate Job Seeker Services

- Coordinate activities, programs and services at the Job Center of Lake County between all One-Stop Partners and Services Providers.

Coordinate Employer Services

- Assist partners in identifying to recruit and match businesses with the skilled workers

Coordinate Referrals

- Coordinate and track partner agency referrals.
- Develop a reporting system(s) for the ongoing tracking of performance and referrals, with periodic reporting to the Workforce Development Board.

Coordinate Reporting and Tracking System

- Report activities and outcomes to the Workforce Development Board

Coordinate & Maintain Job Center Website

- Coordinate to maintain a Job Center of Lake County website/web-page content, and integrity of partner information and linkages.

Coordinate Customer Satisfaction Surveys

- Collect customer feedback and work with partners to address issues as part of the continuous improvement process for the One-Stop Center

Review Program(s) and Job Center Accessibility

- Periodically review one-stop program(s) and center accessibility

Maintain Materials, Resources, Inventory

- Assure one-stop center materials are up-to-date and available for resource room staff and customers and maintain adequate inventories

Coordinate Job Center Maintenance

- Report and coordinate maintenance needs with center staff and property owner/manager

Coordinate Job Center Security

Coordinate regular meetings with the Job Center Partners

- Work with partners to assess customer needs as part of the continuous improvement process for the One-Stop Center

The OSO must provide the Services described in this scope of work to the following customers, as appropriate and within funding/eligibility guidelines:

- Employers seeking labor market information, labor exchange services (i.e., posting of job orders, receiving qualified referrals, etc.), specialized training arrangements for current or prospective workers, etc.;
- The general public seeking Job Search Services;
- Individuals who meet the requirements for WIOA registration and are included in the priority of service categories, who are enrolled in and provided Individualized Career Services and, in some cases, provided Training Services;
- Individuals seeking specialized services such as veterans, ex-offenders, substance abusers, non-high school/GED graduates, individuals with multiple barriers to employment (including older individuals, people with limited English-speaking ability and people with disabilities), individuals impacted by foreign trade who may be eligible for Trade Readjustment Assistance (TRA), NAFTA, etc.;
- Former WIOA enrollees to whom follow-up services are to be provided;
- Individuals receiving TANF that are subject to work requirements that have been referred by partner agencies;
- Non-custodial parents of the children supported by public assistance.

The parties agree that the OSO shall provide Services as required per WIOA and WIOA rules and regulations and WIOA state policy, as may be amended; the Lake County Workforce Plan approved May 9, 2017 ("Plan"), and any Plan modifications and such other state and federal regulations as may be promulgated from time to time and the OSO warrants compliance with Section 188 of the WIOA and nondiscrimination and equal opportunity provisions of WIOA.

SECTION 3. DURATION

The contract will commence upon execution, and remain in effect for four (4) years.

SECTION 4. PRICE

For Services of the on-site lead provided under this MOU, for July 1, 2018, through June 30, 2019, OSO shall receive an award of \$116,212.73. For subsequent years, the MOU Price will be amended by the percentage of employee compensation increase approved by the Lake County Board and as budgeted and approved by the Workforce Development Board.

The OSO partner consortium will carry out its leadership advisory functions associated with the Lake County Job Center One-Stop-Operator proposal at no additional cost.

SECTION 5. INDEMNIFICATION

The OSO agrees to indemnify, save harmless, and defend the Workforce Development Board, its members, agents, servants, and employees, and each of them against and hold it and them harmless from any and all lawsuits, claims, demands, liabilities, losses, and expenses, including court costs and attorney's fees, for or on account of any injury to any person, or any death at any time resulting from such injury, or any damage to property, which may arise or which may be alleged to have arisen out of or in connection with the work covered by this MOU caused directly by the negligence or willful or wanton conduct of any of the OSO

partners. The foregoing indemnity shall apply except if such injury, death, or damage is caused directly by the gross negligence or willful or wanton conduct of the Workforce Development Board, its members, agents, servants, or employees or any other person indemnified hereunder.

SECTION 6. NO IMPLIED WAIVERS

The failure of any party at any time to require performance by the other party of any provision of this MOU shall not affect in any way the full right to require such performance at any time thereafter. Nor shall the waiver by any party of a breach of any provision of this MOU be taken or held to be a waiver of the provision itself.

SECTION 7. SEVERABILITY

If any part of this MOU shall be held to be invalid for any reason, the remainder of this MOU shall be valid to the fullest extent permitted by law.

SECTION 8. JURISDICTION, VENUE, CHOICE OF LAW AND PROFESSIONAL STANDARDS

This MOU shall be governed by and construed according to the laws of the State of Illinois. Jurisdiction and venue shall be exclusively found in the 19th Judicial Circuit Court, State of Illinois.

SECTION 9. NOTICES AND COMMUNICATIONS

All notices and communications which may be given to any party relative to this MOU shall be addressed at the address shown herein below:

The Partner Consortium:
Attn: Jennifer Serino
1N. Genesee Street
Waukegan, IL 60085

The Workforce Development Board:
Jennifer Harris, Chair
Workforce Development Board
1 N. Genesee, 1st Floor
Waukegan, IL 60085

Copies of any notices and communications relative to this MOU shall also be provided to:

Attention: Purchasing Agent.
Lake County Purchasing Division
18 North County Street
Waukegan, Illinois 60085-4350

SECTION 10. ASSIGNMENT, ALTERATIONS AND MODIFICATIONS

Except as otherwise provided herein, this MOU shall not be assigned, delegated, altered, or modified without the express written consent of all parties. This MOU supersedes any and all other agreements, oral or written, between the parties hereto with respect to the subject matter hereof.

To the extent the Workforce Development Board and Lake County agree to an assignment, delegation, or subcontract by OSO, OSO shall remain liable to the Workforce Development Board and Lake County with respect to each and every item, condition and other provision hereof to the same extent that OSO would have been obligated if it had done the work itself and no assignment, delegation, or subcontract had been

made.

SECTION 10. TERMINATION

Workforce Development Board and Lake County reserve the right to terminate this MOU, or any part of this MOU, with or without cause, upon thirty (30) days written notice. In case of such termination, OSO shall be entitled to receive payment for work completed to date in accordance with the terms and conditions of this MOU.

In the event that this MOU is terminated due to OSO’s default, Workforce Development Board and Lake County shall be entitled to purchase substitute items and/or services elsewhere and charge OSO with any or all losses incurred, including attorney’s fees and expenses.

SECTION 12. CONFIDENTIALITY

All parties acknowledge that OSO’s documents and dealings related to this MOU are subject to the Illinois Open Meetings Act (5 ILCS 120/1 et seq.) and the Illinois Freedom of Information Act (5 ILCS 140/1 et seq.).

SECTION 13. WORK PRODUCT

All work product prepared by OSO pursuant to this MOU, including, but not limited to, policies, reports, analysis, plans, designs, calculations, work drawings, studies, photographs, models, and recommendations shall be the property of Workforce Development Board and Lake County. OSO shall deliver the work product to Workforce Development Board and Lake County upon completion of OSO’s work, or termination of the MOU, whichever comes first. OSO may retain copies of such work product for its records; however, OSO may not use, print, share, disseminate, or publish any work product related to this MOU without the consent of Workforce Development Board or Lake County.

SECTION 14. NEWS RELEASES

OSO may not issue any news releases regarding this MOU without prior approval from Workforce Development Board and Lake County.

IN WITNESS HEREOF, the undersigned have caused this Memorandum of Understanding to be executed in their respective names on the dates hereinafter enumerated.

One-Stop Operator Consortium:

Lake County Workforce Development Board:

Jennifer Serino

Jennifer Harris, Board Chair

Date _____

Date _____

Lake County:

Purchasing Agent
Lake County

Date _____