

**# 22012 ONE STOP OPERATOR**  
**MEMORANDUM OF UNDERSTANDING FOR PROFESSIONAL SERVICES**  
**For LAKE COUNTY**

This MEMORANDUM OF UNDERSTANDING is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by and between Lake County Workforce Development Board (“Workforce Development Board”), County of Lake (“Lake County”) and the One-Stop Operator partner consortium between Lake County Workforce Development Department, College of Lake County, IDHS Division of Rehabilitation Services 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# 22012 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, IDHS Division of Rehabilitation Services and Illinois Department of Employment Security, submitted a proposal dated February 18, 22012, 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 attached hereto; and,
- B. Terms and Conditions identified in RFP 22012 One Stop Operator for Lake County; Exhibit A
- C. RFP 22012 response proposal dated February 18, 2022 and all exhibits thereto identified within as Exhibit B.

**SECTION 2. SCOPE OF WORK**

The One-Stop Operator will maintain a One-Stop Center in Lake County and the Job Center of Lake County located in Waukegan, unless otherwise approved by Lake County. The One-Stop Operator shall have an on-site presence at the Job Center of Lake County.

With the assistance required from program partners, the One-Stop Operator will coordinate the following Lake County One-Stop Action Plan service integration priorities.

1. **Communication across one stop partners – use of technology and tools to promote and share partner agency and program information.**
  - Maintain the Job Center of Lake County website/web-page content, and integrity of partner information and linkages
  - Organize outreach to communities to promote the availability of services
  - Maintain the partner program information webpage *Unify*
  - Assure one-stop center materials are up-to-date and available for resource staff and customers
2. **Access to services is timely and coordinated for job seeker and business customers – use of technology, tools and customer feedback.**
  - Coordinate activities between programs and services at the Job Center of Lake County between all One-Stop Partners and Services Providers
  - Maintain the partner referral webpage - *Unify*
  - Provide information through technology to increase access to basic career services, employment and training activities and programs carried out by all WIOA one-stop partners
  - Collect customer feedback and work with partners to address issues as part of the continuous improvement process
3. **Services delivered by function based on partner services and Job Center customer flow.**
  - Convene four (4) quarterly meetings per year of Job Center partners to support the MOU implementation. The One-Stop Operator will develop meeting agenda (in conjunction with the Core Partners), meeting activities, facilitate meetings, and provide meeting notes
  - Work with partners to further develop and implement a seamless integration and availability of services across all Job Center partners, reducing the silo effect for each partner program and creating a more integrated service approach for the customer
  - Conduct at least four (4) cross-trainings events in collaboration with the Job Center Partners
  - Work with partners to assess customer needs as part of the continuous improvement process for the One-Stop Center
  - Assist partners in identifying recruitment and outreach strategies to increase traffic flow to the Job Center services/partners and increase referrals among partners
4. **Data Collection and Reporting**
  - Collect data and apply benchmarks to measure “system performance,” e.g. customer service, system flow, referrals, etc.
  - Provide monthly data collection, reporting and analysis to the Workforce Development Board and make recommendations for continuous improvement based on this data
  - Present a quarterly report to the Workforce Development Board
  - Annually review one-stop program(s) and center accessibility

## **5. Comprehensive One-Stop Center Certification**

- Coordinate activities to meet the requirements of the Comprehensive One-Stop Center Certification
- Coordinate reviews and updates of the Comprehensive One-Stop Center Certification with the Workforce Development Board

## **SECTION 3. DURATION**

The contract will begin on July 1, 2022 and shall be in effect for a one-year period with the option to renew for three (3) additional one (1) year periods.

## **SECTION 4. PRICE**

For Services of the on-site lead provided under this MOU, for July 1, 2022, through June 30, 2023, OSO shall receive an award of \$46,455.25. 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 and Lake County, 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:  
Kim Wilmer, Chair  
Workforce Development Board  
1 N. Genesee, 1<sup>st</sup> 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.

**SECTION 15. AUTHORITY**

The undersigned individuals represent that they are fully authorized to execute this Agreement on behalf of the respective Parties and make all representations, warranties, and covenants set forth herein.

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

\_\_\_\_\_  
Kim Wilmer, Board Chair

Date \_\_\_\_\_

Date \_\_\_\_\_

Lake County:

\_\_\_\_\_  
Purchasing Agent  
Lake County

Date \_\_\_\_\_