

**AGREEMENT #19190**  
**WIOA Youth Programs for Out of School Youth Services**

This Agreement is entered into by and between Lake County, on behalf of the Lake County Workforce Development, in Lake County (hereinafter referred to as "the County") and First Institute Training & Management, 790 McHenry Avenue, Crystal Lake, IL 60014 (hereinafter referred to as "Sub Recipient Grantee").

**RECITALS**

WHEREAS, Lake County is seeking a Sub Recipient Grantee to provide Out of School Youth Services on behalf of the Workforce Development Department (WDD) of Lake County; and

WHEREAS, Sub Recipient Grantee has the ability to provide Out of School Youth Services as defined in the Agreement Documents; and

WHEREAS, the Lake County Purchasing Division issued Request for Proposal Number 19190 in connection with this procurement; and

WHEREAS, the Lake County Board has passed a resolution authorizing the Purchasing Agent to execute this Agreement.

**NOW THEREFORE, LAKE COUNTY AND SUB RECIPIENT GRANTEE AGREE AS FOLLOWS:**

**SECTION 1. AGREEMENT DOCUMENTS**

The Agreement Documents, which constitute the entire agreement between Lake County and the Sub Recipient Grantee, are:

- A. This Agreement and all addendum and exhibits thereto
- B. Request for Proposals (RFP) Number 19190
- C. Sub Recipient Grantee Response including all Sub Recipient Grantee response revisions to Request for Proposals Number 19190

In the event of conflict between or among the above Documents, the Documents listed above are in the order of precedence.

**SECTION 2. SCOPE OF WORK**

The Sub Recipient Grantee shall, in a satisfactory and proper manner as determined by the Workforce Development Department, perform all services outlined in its response to RFP# 19190, First Institute Training & Management for 15 WIOA Out of School youth.

**SECTION 3. AGREEMENT PRICE**

Lake County will pay to Sub Recipient Grantee an amount not to exceed the sum of \$100,000 based on submission of acceptable documentation to support reimbursement of the line items in the submitted budget.

#### **SECTION 4. DURATION**

The Board will award funding for two (2) years with the option for renewal for up to three (3) more years based on funding and performance. Program renewal design and funding cannot deviate from the initial award. The program may begin no sooner than July 1, 2020.

#### **SECTION 5. INSURANCE**

The Sub Recipient Grantee must obtain, for the Agreement term and any extension of it, insurance issued by a company or companies qualified to do business in the State of Illinois with an A.M. Best Rating of at least A-and provide the County with a Certificate of Insurance with your proposal, and thereafter annually for contracts/ projects that will last more than one year. Insurance in the following types and amounts is necessary and/or where applicable:

##### Workers Compensation (Coverage A) and Employers Liability (Coverage B)

Workers Compensation Insurance covering all liability of the Proposer arising under the Worker's Compensation Act and Worker's Occupational Disease Act at limits in accordance with the laws of the State of Illinois. Employers' Liability Insurance shall be maintained to respond to claims for damages because of bodily injury, occupational sickness, or disease or death of the Proposer's employees, with limits listed below:

##### Employers Liability

- a) Each Accident \$1,000,000
- b) Disease-Policy Limit \$1,000,000
- c) Disease-Each Employee \$1,000,000

Such Insurance shall contain a waiver of subrogation in favor of Lake County.

Sub-Recipient, at its sole cost and expense, shall procure and maintain for the duration of this Agreement workers' compensation insurance or self-insurance covering Employee (identified as WIOA eligible youth program participants in the RFP), in accordance with the requirements of Illinois law. The parties intend that this obligation constitute a valid and enforceable agreement by which Sub-Recipient agrees to obtain, and shall obtain, workers' compensation coverage for the Employee(s) under this Agreement. Lake County shall not be subject to civil, criminal or other penalties for failure to provide workers' compensation coverage or tort liability in the event of an injury to or illness of Employee suffered in the course of providing Work under this Agreement. Because Employee remains on Sub-Recipient's payroll, the Sub-Recipient acknowledges that its workers' compensation insurer or self-insurer will be liable for the entire cost of workers' compensation benefits payable on account of an illness or injury occurring in the course of and arising out of the general and special employment of Employee under this Agreement.

##### Commercial General Liability Insurance

In a broad form on an occurrence basis shall be maintained, to include, but not be limited to, coverage for property damage, bodily injury (including death), personal injury and advertising injury in the following coverage forms where exposure exists:

- Premises and Operations
- Independent Proposers

- Products/Completed Operations
- Liability assumed under an Insured Contract/ Contractual Liability
- Personal Injury and Advertising Injury

With limits of liability not less than:

\$ 1,000,000 Each Occurrence

\$ 1,000,000 Products-Completed Operations

\$ 1,000,000 Personal and Advertising injury limit

\$ 2,000,000 General aggregate; the CGL policy shall be endorsed to provide that the General Aggregate limit applies separately to each of the Sub Recipient Grantee's projects away from premises owned or rented to Sub Recipient Grantee.

Automobile Liability Insurance (if applicable)

Automobile liability insurance shall be maintained to respond to claims for damages because of bodily injury, death of a person, or property damage arising out of ownership, maintenance, or use of a motor vehicle. This policy shall be written to cover any auto whether owned, leased, hired, or borrowed.

The Sub Recipient Grantee's auto liability insurance, as required above, shall be written with limits of insurance not less than the following:

\$ 1,000,000 Combined single Limit (Each Accident)

Excess/ Umbrella Liability (if applicable)

The Sub Recipient Grantee's Excess/ Umbrella liability insurance shall be written with the umbrella follow form and outline the underlying coverage, limits of insurance will be based on size of project:

\$ 2,000,000 per occurrence limit (*minimum, and may be higher depending on the project*)

Liability Insurance Conditions

Sub Recipient Grantee agrees that with respect to the above required insurance:

The CGL policy shall be endorsed for the general aggregate to apply on a "per Project" basis. The Sub Recipient Grantee's insurance shall be primary in the event of a claim.

Sub Recipient Grantee agrees that with respect to the above required insurance, Lake County shall be named as additional insured, including its agents, officers, and employees and be provided with thirty (30) days' notice, in writing by endorsement, of cancellation or material change;

Lake County shall be provided with Certificates of Insurance and endorsements evidencing the above required insurance, prior to commencement of this Agreement and thereafter with certificates evidencing renewals or replacements of said policies of insurance at least thirty (30) days prior to the expiration of cancellation of any such policies. Said Notices and Certificates of Insurance shall be provided to:

**Lake County  
Purchasing Division  
18 N. County 9th Floor  
Waukegan, IL 60085  
Attn: RuthAnne Hall, Lake County Purchasing Agent**

**Copy to:**

**Lake County Workforce Development Department  
1 N. Genesee Street  
Waukegan, IL 60085  
Attn: Jennifer Serino, Director**

Failure to Comply: In the event the Proposer fails to obtain or maintain any insurance coverage required under this agreement, Lake County may purchase such insurance coverage and charge the expense to the Proposer.

**SECTION 6. INVOICES AND PAYMENTS**

The Sub Recipient Grantee shall submit invoice(s) detailing the services provided in accordance with the payment provisions of this Agreement. Payment shall be made in accordance with the Local Government Prompt Payment Act.

**SECTION 7. JURISDICTION, VENUE, CHOICE OF LAW**

This Agreement shall be governed by and construed according to the laws of the State of Illinois. Jurisdiction and venue shall be exclusively found in the 19<sup>th</sup> Judicial Circuit Court, Sate of Illinois.

**SECTION 8. TAXES**

Lake County is exempt from paying certain Illinois State Taxes.

**SECTION 9. INDEPENDENT CONTRACTOR**

Sub Recipient Grantee is an independent contractor and no employee or agent of Sub Recipient Grantee shall be deemed for any reason to be an employee or agent of Lake County.

**SECTION 10. DISPUTE RESOLUTION**

All issues, claims, or disputes arising out of this Agreement shall be resolved in accordance with the Appeals and Remedies Provisions in Article 9 of the Lake County Purchasing Ordinance.

**SECTION 11. NO IMPLIED WAIVERS**

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

**SECTION 12. SEVERABILITY**

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

**SECTION 13. TERMINATION**

The County reserves the right to terminate this contract, or any part of this contract, upon thirty (30) days written notice. In case of such termination, the Sub Recipient Grantee shall be entitled to receive payment from the County for work completed to date in accordance with the terms and conditions of this contract.

In the event that this Contract is terminated due to Sub Recipient Grantee default, the County shall be entitled to purchase substitute items and/or services elsewhere and charge the Sub Recipient Grantee with any or all losses incurred, including attorney's fees and expenses.

#### **SECTION 15. NON-DISCRIMINATION**

Sub Recipient Grantee shall comply with the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., as amended and any rules and regulations promulgated in accordance therewith, including, but not limited to the Equal Employment Opportunity Clause, Illinois Administrative Code, Title 44, Part 750 (Appendix A), which is incorporated herein by reference. Furthermore, the Sub Recipient Grantee shall comply the Public Works Employment Discrimination Act, 775 ILCS 10/0.01 et seq., as amended.

#### **SECTION 14. OWNERSHIP OF INFORMATION**

All information pertaining to membership, enrollment data, claims, financial information, or other contract information shall be strictly confidential and the sole property of the Lake County. The Sub Recipient Grantee shall return all information to Lake County upon termination, and/or request and shall not utilize any of the information for purposes outside of the scope of this contract or without express approval of Lake County.

#### **SECTION 15. INDEMNIFICATION**

The Sub Recipient Grantee agrees to indemnify, save harmless and defend Lake County, its 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 Agreement. The foregoing indemnity shall apply except if such injury, death or damage is caused directly by the willful and wanton conduct of Lake County, its agents, servants, or employees or any other person indemnified hereunder.

#### **SECTION 16. VETERANS PRIORITY**

This program is subject to the provisions of the "Jobs for Veterans Act", Public Law 107-288, which provides priority of service to veterans and spouses of certain veterans for the receipt of employment, training, and placement services in any job-training program directly funded, in whole or in part, by the U.S. Department of Labor. Please note that to obtain priority service; a veteran must meet the program's eligibility requirements. Employment & Training Administration Training and Employment Guidance Letter (TEGL) #5-03 (September 16, 2003) provides general guidance on the scope of the veterans priority statute and its effect on current employment and training programs. U.S. Department of Labor guidance in the form of questions and answers can be found at <http://www.doleta.gov/programs/VETS>

#### **SECTION 17. REGULATORY COMPLIANCE**

##### Contract Work Hours and Safety Standards

The Proposer shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 United States Code 327-330 (all contracts in excess of \$2500.00 that involve employment of mechanics or laborers).

##### Clean Air and Water Act

The Proposer shall comply with the applicable standards; orders or requirements issued under Section 306 of the Clean Air Act, Section 508 of the Clean Water Act, EO 11738 and Environmental Protection Agency regulations (40 CFR Part 15) (applies to contracts, sub-contracts and sub-grants in excess of \$100,000.00).

##### Energy Policy Conservation Act

The Proposer shall comply with Mandatory standards and policies related to energy efficiency, which are contained in the State Energy Conservation Plan issued in compliance with the Energy Policy Conservation

Act (Public Law 94-163).

#### Anti-Lobbying Amendment

The Proposer shall comply with the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). Also found in 29 CFR Part 93.

#### Political, Sectarian and Unionization and Displacement

- No worker/trainee under this contract may engage in partisan or non-partisan political activities during hours for which the participant or employee is paid with WIOA funds nor may such person at any time engage in political activities in which he/she represents himself/herself as a spokesperson of the WIOA program.
- A worker/trainee under this contract shall be governed by Chapter 15 of Title 5, United States Code, and The Hatch Act.
- A worker/trainee shall not be employed in the construction, operation or maintenance of so much of any facility as is used or to be used for sectarian instruction or as a place for religious worship.
- A worker/trainee shall not be involved in, nor WIOA funds expended for religious or anti-religious activities.
- No funds under this contract shall be used in any way to either promote or oppose unionization. The program being funded will not impair existing contracts for services or collective bargaining agreements. If the program being funded is inconsistent with a collective bargaining agreement, the Proposer agrees to provide a written concurrence from the appropriate labor organization and the employer before the program may begin.
- No currently employed worker shall be displaced by any WIOA participant (including partial displacement such as a reduction in the hours of non-overtime work, wages, or employment benefits).
- No participant shall be employed or job opening filled:
- When any other individual is on layoff from the same or any substantially equivalent job, or
- When the employer has terminated any regular employee without cause or otherwise reduced its workforce with the intention of filling the vacancy so created by hiring a participant whose wages are subsidized under the WIOA.
- When any jobs are created in a promotional line that will infringe upon the promotional opportunities of currently employed individuals.

#### Wage Rates, Income and Health/Safety Standards

A. Workers/trainees shall be paid wages at rates not less than the highest of the following:

- The minimum wage prescribed by the Fair Labor Standards Act or applicable state or local law;
- The prevailing rate for persons employed in similar public occupations by the same employer;
- The minimum entrance rate for inexperienced workers in the same occupations in the establishment, or, if the occupation is new to the establishment, the prevailing entrance rate for the occupations among other establishments in the area;
- The minimum rate required by an applicable collective bargaining agreement; or
- The prevailing rate established by the Secretary of the Department of Labor pursuant to the Davis-Bacon Act for laborers and mechanics employed in construction (including alterations, repair, painting, decorating, etc.) on any project which is funded wholly or

partially under a federal status which requires the payment of prevailing wage rates in accordance with the Davis-Bacon Act (40 USC 276a - 276a-7 as supplemented by DOL regulations 29 CFP Part 5).

- B. All individuals employed in subsidized jobs must be provided benefits and working conditions at the same level and to the same extent as other trainees or employees working a similar length of time and doing the same type of work.
- C. The Proposer shall ensure that health and safety standards established under state and federal law that are applicable to working conditions of employees are equally applicable to working conditions of participants being served under this contract.

#### Jobs for Veterans

This contract is subject to the provisions of the “Jobs for Veterans Act”, Public Law 107-288, which provides priority of service to veterans and spouses of certain veterans for the receipt of employment, training, and placement services in any job training program directly funded, in whole or in part, by the Department of Labor. Please note that to obtain priority service; a veteran must meet the program’s eligibility requirements. Employment & Training Administration Training and Employment Guidance Letter (TEGL) #10-09 (November 10, 2009) provides guidance on implementing priority of service for veterans and eligible spouses in all qualified job training programs funded in whole or in part by USDOL.

#### Identity Protection Act (5ILCS/179 et seq.) and Personal Information Protection Act (815 ILCS 530 et seq.)

The proposer is committed to protecting the privacy of its vendors and beneficiaries of programs and services. The proposer will request social security numbers or other personal identifying information. Federal and state laws, rules and regulations require the collection of this information for certain purposes relating to employment and/or payment for goods and services. Furnishing personal identity information, such as social security number, is voluntary; however, failure to provide required personal identity information may prevent an individual or organization from using the services/benefits provided by the subrecipient as a result of state or federal laws, rules and regulations.

#### Other Provisions

For all contracts for services funded by federal and state sources, the following provisions shall apply:

No funds received under any Agreement shall be used for attempting to influence federal legislation or to pay the salary or expenses of any individual engaging in said activity.

The Proposer certifies that it is not in default on an education loan as provided in Public Act 85-827 (See 5 ILCS 385/1 ET. Seq.).

The Proposer certifies that it is not barred from being awarded a contract or subcontract under Section 10-1 or 10-3 of the Illinois Purchasing Act (See 30 ILCS 505/10.1 and 30 ILCS 505/10.3).

The Proposer certifies that it shall comply with applicable provisions of the Drug Free Workplace Act (See 30 ILCS 580/1 ET. Seq.).

The funds under this agreement are federal dollars and therefore the audit requirements for the single audit act are applicable to this contract. All Proposers must comply with OMB Uniform Guidance 2 CFR 200.

**SECTION 18. SPECIAL PROVISIONS**

Lake County guarantees that all legal disbursements will be made under the agreement which results from this RFP only to the extent that funds are made available by the United States Government and/or the State of Illinois to Lake County. If such funds are suspended or terminated, then this contract shall be suspended or terminated.

Lake County shall not be liable for any cost incurred under a contract resulting from this RFP when such costs have been determined to be an unallowable expenditure under the WIOA. The Proposer agrees to repay any unallowable costs which may have been reimbursed.

Lake County retains the right to impose administrative, contractual, or legal remedies in instances where Proposers violate or breach contract terms and to provide for such sanctions and penalties as may be appropriate. This applies to contracts that are more than the simplified acquisition threshold.

The Proposer shall ensure that an eligible applicant who cannot be served by its particular program shall be referred back to the Workforce Development Department of Lake County for further assessment, as necessary and suitable referral to other appropriate programs.

The Proposer will comply with Workforce Development Department of Lake County requirements and regulations pertaining to copyrights and rights in data.

**SECTION 19. SALARIES AND BONUS LIMITATIONS**

Under Public Law 113-235, Section 105, none of the funds appropriated under the heading “employment and training” shall be used to pay the salary and bonuses of an individual, either as direct costs or indirect costs, at a rate in excess of Executive Level II.

**SECTION 20. FEDERAL GRANT IDENTIFER**

This Federal funding award is identified by the following:

CFDA#: 17.259

CFDA Title: WIOA Youth Activities

Federal Awarding Agency: Department of Labor

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

LAKE COUNTY:

SUB RECIPIENT GRANTEE:

\_\_\_\_\_

\_\_\_\_\_

RuthAnne Hall

Print Name: \_\_\_\_\_

Purchasing Agent

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_