

OPERATING AGREEMENT

BETWEEN

McHenry County Workforce Network Board/McHenry County

AND

McHenry County Workforce Network, with McHenry County College and the Illinois Department of Employment Security

1. Parties. The State of Illinois has designated the McHenry County Workforce Network Board the authority to provide workforce services required by the Workforce Innovation and Opportunity Act (WIOA) and to enter into agreements for the purposes of providing workforce services (Public Law 113-128; 20 ILCS 605/605-30,605-807). This One-Stop Operator Agreement (hereinafter referred to as "AGREEMENT") is made and entered into by and between McHenry County Workforce Network Board @ 500 Russel Ct., Woodstock, IL 60098 & McHenry County @ 667 Ware Rd. Woodstock, IL 60098, and a Consortium of McHenry County Workforce Network, McHenry County College and the Illinois Department of Employment Security, @ 500 Russel Ct., Woodstock, IL 60098. The Consortium is considered a subrecipient of the MCWN WIOA Title 1 Grant.

2. Purpose. The purpose of this AGREEMENT is to establish the terms and conditions under which the McHenry County Workforce Center One-Stop Operator (OSO) will deliver services and programs at the McHenry County Workforce Center located at 500 Russel Ct., Woodstock, IL 60098,

3. Term of AGREEMENT. **This AGREEMENT is effective July 01, 2026 through June 30, 2030** when signed and executed by the duly authorized representatives of the parties to this AGREEMENT and the governing bodies of the parties' respective counties or municipalities and shall remain in full force and effect for not longer than four (4) years, with performance reviewed by MCWNB annually for successful delivery of agreed upon services and or programs. This AGREEMENT may be terminated, with or without cause, by any party upon written notice, which notice shall be delivered by hand or by certified mail to the address listed above. A newly elected McHenry County Board has 120 days to review and terminate contracts.

4. Modification of Agreement. Any modifications to this agreement must be submitted in writing. Any modification requests must be presented to the McHenry County Workforce Network board for vote within 30 days.

5. Compensation: Value of \$24,000.00/yr for a contract total of 4 years at \$96,000.00 for One-Stop Operator Services provided by the Consortium of McHenry

County Workforce Network (Title 1B - Adult, Youth & Dislocated Workers, & TAA), McHenry County College (Title II - Adult Education & Career and Technical Education - Perkins), and Illinois Dept. of Employment Security (Title III - Wagner Peyser, Veterans Services, UI Compensation Programs, and Direct Linkage to TRA) in conjunction and as part of their Workforce Innovation and Opportunity Act - WIOA program and service delivery requirements.

, the McHenry County Workforce Center One-Stop Operator Consortium. (Service Provider) has agreed to provide One-Stop Center Services as submitted to the MCWNB in their response to the RFP that is attached

THEREFORE, MCWNB makes this Agreement to the Service Provider subject to the terms and conditions set forth in this Agreement.

Awarding Agency: Illinois Department of Commerce and Economic Opportunity

Subject to funding availability from WIOA Grant #21-681002, Award # AA-36317-21-55-A-17, which includes CFDA Titles WIOA Youth Activities (CFDA #17.259), WIOA Adult Program (CFDA #17.258) and WIOA Dislocated Worker (CFDA #17.278).

Amount of Federal Funds associated with this Agreement:

\$21,600.00 value

Award Project Description: One-Stop Operator for McHenry County Workforce Center, at Woodstock, Illinois.

Is Award for R&D? No

Contractor DUNS Number: 082044694

INVOICING

The OSO will bill on a QUARTERLY basis for the tasks, assignments, and work performed in accordance with this Agreement. The invoices shall be based on the actual services provided and shall not exceed the amount listed above.

PAYMENT

Invoices shall conform to the McHenry County Workforce Network Board fiscal year requirements, including prorating, if necessary, notwithstanding any contrary provision herein. By submitting its invoices, the OSO represents that the services have met all written requirements of the Agreement. Invoices shall be submitted to MOU Partners and include the beginning and ending service dates covering the period of work for the invoiced amount.

The McHenry County Workforce Network Board agrees to provide, and the OSO Partners agrees to accept, cash, non-cash and/or in-kind payments for the services provided under this agreement. The cash, non-cash and in-kind contributions will be listed as shared costs in the Local Workforce Innovation Area's annual One Stop Operating Budget that is submitted in accordance with the Governor's Guidelines to State and Local Program Partners Negotiating Costs and Services Under the Workforce Innovation and Opportunity Act of 2014. The McHenry County Workforce Network

Board and the OSO Partners may use the annual One Stop Operating Budget as the method of payment for the services provided under this Agreement.

Payments pursuant to this Agreement are subject to the availability of Federal Workforce Innovation and Opportunity Act funds and their appropriation or authorized expenditure under Illinois state law.

It has been agreed that the OSO Consortium Partners will receive an \$8,000 credit as payment which will be spread across their programs: Title 1b, TAA, Title III Wagner Pyser, Title III MSFW, Veterans Services, UI, TRA , Title II Adult Ed and Perkins based on FTE's. The quarterly MOU invoice to these partners will be adjusted to account for the amount owed to them as the One Stop Operator.

6. Responsibilities of McHenry County and the McHenry County Workforce Network Board.

- A. Provide guidance, tools, resources, and location/building to carry out the WIOA Program requirements.
- B. Refrain from establishing practices that create disincentives to providing services to individuals with Barriers to Employment who may require longer-term services.
- C. Comply with Federal regulations, and procurement policies, relating to the calculations and use of profits.
- D. Convene system stakeholders to assist in the development of the local plan.
- E. Prepare and submit local plan.
- F. Responsible for oversight of the operator consortium.
- G. Manage / participate in the competitive selection process for OSO.
- H. Select or terminate OSO, career service providers and youth providers.

7. Responsibilities of Consortium of McHenry County Workforce Network, McHenry County College and the Illinois Department of Employment Security.

- A. Coordinate One-Stop Partners and Service Providers.
- B. Coordinate and Track partner agency referrals.
- C. Develop reporting system for ongoing tracking of performance and referrals, with periodic reporting to local board.
- D. Regularly convene McHenry County Workforce Center Partners:
 - a. Work with partners to assess customer needs as part of continuous improvement process for one-stop center.
 - b. Collect customer feedback and work with partners to address issues as part of the continuous improvement process of the one-stop center.
 - c. Periodically review one-stop program(s) and center accessibility.
 - d. Assure One-Stop materials are up-to-date and available to resource room staff and customers, maintain adequate inventories.
 - e. Assist partners responding to economic needs of the local area as specified in the local and regional plans, report outcomes to local board.
 - f. Assist partners in identifying to recruit and match businesses with skilled workers needed.

- E. Report activities and outcomes regularly to the local board.
Performance to include:
 - a. Convene Quarterly Partner Meetings
 - b. Annual Review of OneStop Center Certification Checklist and plan to correct for deficiencies and/or changes,
 - c. Schedule annual Partner In-Service events to facilitate cross-training of Staff
 - d. Coordinate employer recruiting events
 - e. Other as agreed upon in discussion with MCWN Board Executive Committee.
- F. Refrain from establishing practices that create disincentives to providing services to individuals with Barriers to Employment who may require longer-term services.
- G. Comply with Federal regulations, and procurement policies, relating to the calculations and use of profits.

In consideration for this agreement between the Consortium and the MCWN Board and Chief Elected Official, the Consortium agrees to perform the services, provide the materials and to prepare and submit to MCWN Board the reports, studies and other deliverables as described in the RFP: McHenry County Workforce Center One-Stop Operator. Such services, materials, reports, studies and other deliverables for McHenry County Workforce Center One-Stop Operator are referred to herein as the "Program" or "Project". Each of these deliverables and responsibilities are further detailed in the attached Consortium response to the RFP: McHenry County Workforce Center One-Stop Operator. . . To the extent of any conflict between the RFP, the response to the RFP, and this AGREEMENT, the response to the RFP shall control, followed by the RFP, followed by this AGREEMENT.

The One-Stop Operator (OSO) is responsible to and reports to the Executive Committee of the McHenry County Workforce Network Board.

A one-stop operator may not perform the following functions: convene system stakeholders to assist in the development of the local plan; prepare and submit local plans; be responsible for oversight of itself; manage or significantly participate in the competitive selection process for one-stop operators; select or terminate one-stop operators, career services, and youth providers; negotiate local performance accountability measures; and develop and submit budget for activities of the Local Board in the local area.

8. General Provisions

A: Equal Opportunity/Nondiscrimination As a condition to the award under WIOA from the Department of Labor, the OSO assures, with respect to operation of the WIOA-funded program or activity, that it will comply fully with the nondiscrimination and equal opportunity provisions in SEC. 188 of the Workforce

Innovation and Opportunity Act of 2015, U.S. DOL Regulations at 29 CFR parts 31 and 32, including the Nontraditional Employment for Women Act of 1991; Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; Title IX of the Education Amendments of 1972, as amended; the Age Discrimination Act of 1975, as amended; The Civil Rights Restoration Act of 1987; Executive Order 12250; Age discrimination in Employment Act of 1967; Equal Pay Act of 1963; U.S. Department of Labor Regulations at 28 CFR Part 42, Subparts F & H; Title VII of the Civil Rights Act of 1964, as amended; and the Victims Economic Security and Safety Act

B. Complaint Process The OSO shall comply with a grievance procedure in accordance with section 181(c) of the Workforce Innovation and Opportunity Act.

C. Conflict of Interest. In addition to any other conflict of interest provisions set forth in this Agreement, the OSO and its employees are subject to the provisions of Section 107(h) of WIOA. Where there is a real or implied conflict of interest, the OSO partner will recuse themselves. McHenry County College will recuse themselves from any involvement with the selection of training providers for Workforce Center Customers.

D. Amendments. Either party may request changes to this AGREEMENT. Any changes, modifications, revisions or amendments to this AGREEMENT which are mutually agreed upon by and between the parties to this AGREEMENT shall be incorporated by written instrument, and effective when executed and signed by all parties to this AGREEMENT.

E. Applicable Law. This AGREEMENT is awarded in the State of Illinois for execution within the State of Illinois. This Agreement shall be governed by and construed according to Illinois law, as that law would be interpreted by an Illinois Court. Where there is no Illinois law on a particular subject or issue, then the applicable law will be applied, as it would be if interpreted and applied by an Illinois court. The courts of the State of Illinois shall have jurisdiction over any action arising out of this AGREEMENT and over the parties, and the venue shall be the Twenty-Second Judicial Circuit, McHenry County, Illinois.

F. Entirety of Agreement. This AGREEMENT, consisting of 10 pages, represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations and agreements, whether written or oral.

G. Severability. Should any portion of this AGREEMENT be judicially determined to be illegal or unenforceable, the remainder of the AGREEMENT shall continue in full force and effect, and either party may renegotiate the terms affected by the severance.

H. Sovereign Immunity.

By executing this AGREEMENT, each of the parties and their respective governing bodies expressly reserve and do not waive their sovereign immunity and/or the other statutory and common law immunities available to them, and each fully retains all immunities and defenses provided by law with respect to any action or omission based on or occurring as a result of this AGREEMENT.

I. Third Party Beneficiary Rights. The parties do not intend to create in any other individual or entity the status of a third party beneficiary, and this AGREEMENT shall not be construed so as to create such status. The rights, duties and obligations contained in this AGREEMENT shall operate only between the parties to this AGREEMENT, and shall inure solely to the benefit of the parties to this AGREEMENT. The provisions of this AGREEMENT are intended only to assist the parties in determining and performing their obligations under this AGREEMENT. The parties to this AGREEMENT intend and expressly agree that only parties signatory to this AGREEMENT shall have any legal or equitable right to seek to enforce this AGREEMENT, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this AGREEMENT, or to bring an action for the breach of this AGREEMENT. . Each of the parties to this AGREEMENT is an independent contractor with respect to each other party, and notwithstanding anything in this AGREEMENT to the contrary, this AGREEMENT does not create any agency, partnership or joint venture between the parties.

J: Assurances The provision by the OSO of the following assurances and certifications in no way affects the OSO's obligation to comply with every provision of this Agreement, even if not specifically mentioned in this Section. The OSO hereby assures and certifies compliance with each of the requirements applicable to its Program:

OSO will comply with the legislative requirements of the Workforce Innovation and Opportunity Act of 2014, subsequent applicable WIOA Guidance by the US DOL ETA and IL DCEO ETA, and the Office of Management and Budget Circular 2 CFR 200.

- A. It will comply with Program Requirements as provided for under Sections 181, 183, 184, 186, 187, 189 and 194 of the Act.
- B. It will comply with WIOA Regulations Part 683.250(a)(2) prohibiting utilization of funds to carry out public service employment programs under Title I of the Act.
- C. It will comply with the limitations on the use of funds as provided for under WIOA Regulations Part 683.250 (a) and (b).
- D. It will comply with Section 189(h) of the Act, by assuring that each individual participating in any program established under the Act, or receiving any assistance under the Act, has not violated Section 3 of the Military Selective Service Act (50 U.S.C. appl. 453).
- E. It will permit and cooperate with federal investigations undertaken in accordance with Section 185 of the Act.

- F. It will comply with Section 134(e) (3) of the Act and WIOA Regulations Parts 680.930, 680.940, 680.950, 680.960 and 680.970 in making needs-based payments to individuals participating in a training program.
- G. It will comply with the record retention requirements contained in 2 CFR 200 Sections 200.333 – 200.337.
- H. It agrees to comply with WIOA Regulations Part 683.270 which prohibits replacing a currently employed worker with any WIOA participant.
- I. It will only serve non-economically disadvantaged participants in accordance with Section 129 (a)(3)(A)(ii) of the Act.
- J. It agrees to comply with WIOA Regulations Part 683.245, prohibiting funds to be used for employment generating activities, economic development and other similar activities unless they are directly related to training for eligible individuals.
- K. It will comply with the policy on debarment and suspension regulations as established in accordance with 29 CFR Part 98. No contract shall be made to parties listed on the General Services Administration's System for Award Management from Federal Procurement or Nonprocurement Programs in accordance with E.O.'s 12549 and 12689, Debarment and Suspension. This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549. Contractors with awards that exceed the small purchase threshold shall provide the required certification regarding its exclusion status and that of its principal employees
- L. It will require all of its subrecipients that fall within the definition of "Non-Federal Entity" at 2 C.F.R. §2900.2 and which expend more than the minimum level specified at 2 CFR 200.501 have either an organization-wide audit conducted or a program specific financial and compliance audit in accordance with 2 CFR 200.501 (b) or (c).
- M. It will comply with WIOA Sections 134 (c)(3)(F)(iii) and 134(c)(3)(G).
- N. Equal Employment Opportunity. All contracts shall contain a provision requiring compliance with E.O. 11246, Equal Employment Opportunity, as amended by E.O. 11375, Amending Executive Order 11246 Relating to Equal Employment Opportunity, and as supplemented by regulations at 41 CFR Part 60, Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.
- O. Where applicable, OSO shall comply with the Copeland Anti-Kickback Act (18 U.S.C. 874) as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that

each contractor or subrecipient shall be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public works, to give up any part of the compensation to which one is otherwise entitled. The recipient shall report all suspected or reported violations to the Federal awarding agency.

- P. Where applicable, the OSO shall comply with the Davis-Bacon Act, as supplemented by Department of Labor regulations (29 CFR Part 5, Labor Standards Provisions Applicable to Contracts Governing Federally Financed and Assisted Construction). Under this Act, contractors shall be required to pay wages to laborers and mechanics at a rate not less than the minimum wages specified in a wage determination made by the Secretary of Labor. In addition, contractors shall be required to pay wages not less than once a week. The recipient shall place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation and the award of a contract shall be conditioned upon the acceptance of the wage determination. The recipient shall report all suspected or reported violations to the Federal awarding agency.
- Q. Where applicable, OSO shall comply with Sections 102 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333), as supplemented by Department of Labor regulations (29 CFR Part 5). Under Section 102 of the Act, each contractor shall be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than 1½ times the basic rate of pay for all hours worked in excess of 40 hours in the work week. Section 107 of the Act is applicable to construction work and provides that no laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- R. Where applicable, OSO shall comply with all requirements relating to the performance of experimental, developmental, or research work including providing for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR Part 401, Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements, and any implementing regulations issued by the awarding agency.
- S. Where applicable, the OSO shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.). Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

- T. Where applicable, OSO shall comply with the provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

- U. OSO must ensure that it has the necessary processes and systems in place to comply with the reporting requirements of the Federal Funding Accountability and Transparency Act of 2006, Pub. L. 109-282, as amended by Section 6202 of Pub. L. 110-252. See Training and Employment Guidance Letter No. 11-10 (issued November 15, 2010), available at <http://wdr.doleta.gov/directives/attach/TEGL/TEGL11-10.pdf>

- V. OSO shall comply with any applicable assurances contained on U.S. Office of Management and Budget Standard Form 424b (SF-424b), Standard Assurances for Non-Construction Programs.

- W. OSO shall comply with the US Department of Labor exceptions to the Uniform Guidance as specified at 2 CFR Part 2900.

- X. All organizations receiving grants from any federal agency are required to comply with the Drug-Free Workplace Act of 1988, 41 U.S.C. 702 *et seq.*, and 2 C.F.R. § 182. OSO must notify the awarding office if an employee of the OSO is convicted of violating a criminal drug statute. Failure to comply with these requirements may be cause for suspension or debarment by USDOL.

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9. Indemnification. The Parties to this Agreement shall not be liable for any negligent or wrongful acts, either by commission or omission, chargeable to another Party, unless such liability is imposed by law. This Agreement shall not be construed as seeking either to enlarge or diminish any obligation or duty owed by one party to the other or to a third party.

10. Signatures. In witness whereof, the parties to this AGREEMENT through their duly authorized representatives have executed this AGREEMENT on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this AGREEMENT as set forth herein.

The effective date of this AGREEMENT is the date of the signature last affixed to this page.

McHenry County

Michael J. Buehler, Chairman

Date

McHenry County Workforce Network Board

David J. Niehus, Chairman

Date

McHenry County Workforce Network

Jeffery Poynter, Director

Date

McHenry County College

Date

Illinois Department of Employment Security

Date