

**ONE-STOP OPERATOR AGREEMENT**

**BETWEEN THE**

**LOCAL WORKFORCE INVESTMENT BOARD #21**

**AND**

**MACOUPIN AREA AMERICAN JOB CENTER**  
**CONSORTIUM**

**July 1, 2021 through June 30, 2024**

The One-Stop Operator, Macoupin Area American Job Center Consortium (MAAJCC), was selected through a competitive procurement process as the entity most capable of providing required services for LWIA #21. After posting the Notice To Bidders and Request For Proposal (RFP) in the Macoupin County Enquirer – Democrat, as well as on the West Central Development Council website on March 17, 2021, RFP packages were available March 18<sup>th</sup> through March 31<sup>st</sup>, 2021.

The only bid was submitted by MAAJCC and reviewed, evaluated and formally accepted by members of the Workforce Development Board in April 2021. All required paperwork, including the One-Stop Operator Procurement Attestation documentation, was also completed and signed as part of the procurement process.

**Parties:**

This agreement is between the Local Workforce Investment Board of LWIA #21, hereinafter referred to as the Workforce Development Board (WDB) constituted under terms of the Workforce Innovation and Opportunity Act of 2014 (WIOA) and the designated One-stop Operator for the WDB, as determined by the WDB.

The members of the Operator Consortium of the Macoupin Area American Job Center Consortium, hereinafter referred to as MAAJCC , are listed below along with the funding source each represents:

- Lewis and Clark Community College representing Adult Education;
- West Central Development Council, Inc. representing WIOA Title I;
- Illinois Division of Rehabilitative Services representing WIOA Title IV.

Primary contacts for the parties to the agreement are listed in Appendix A.

The parties remain open to expansion of the Operator Consortium based on criteria agreed to by the WDB and Operator, and to the addition of MAAJCC Partners. The criteria for consideration for inclusion on the Operator Consortium include organizations that agree to:

- Contribute significant resources and/or staff to the MAAJCC funded through sources that are in addition to those already available to the WDB
- Publicly represent and market all services provided through the MAAJCC as MAAJCC rather than those of the individual partner organization;
- Integrate their MAAJCC staff, to the maximum extent possible, into the MAAJCC functional team structure.

**Purpose:**

The purpose of this Agreement shall be to designate a One-stop Operator as provided for under the WIOA and to describe in general terms the roles and responsibilities of each of the parties to the Agreement, processes for resolution of impasses, procedures for breach of agreement, designation of the circumstances for modification, certain compliance requirements and other related purposes. The designated One-stop Operator shall be a sub-recipient of Federal funds and must therefore follow the Uniform Guidance at 2 CFR part 200, including the contractual provisions in 2 CFR 200.326 and 2 CFR part 2900. All parties agree that the statutes and regulations of the United States, WIOA, State of Illinois, the WDB and the West Central Development Council, Inc. will be adhered to.

The WIOA requires each Local Workforce Innovation Board to establish at least one comprehensive workforce center that is operated by a “One Stop Operator” that is a WIOA sub-recipient that is competitively procured as required by Training Employment and guidance Letter 15-16; and

WHEREAS, the Local Workforce Innovation Board requires professional services to manage and coordinate the delivery of services amongst the workforce center’s several governmental and private partners that provide service at:

The Carlinville Job Center  
116 South Plum  
Carlinville, IL 62626

WHEREAS, the Local Workforce Innovation Board has selected the Macoupin Area American Job Center Consortium through a competitive procurement process as being the part most capable of providing said services for the Local Workforce Innovation Area #21; and

WHEREAS, the Macoupin Area American Job Center Consortium has experience and expertise in this area and is capable of providing one-stop management services and is willing to perform the required services for an amount not to exceed \$10,000 annually/\$30,000 total for the 3 years of this agreement.

Invoices shall conform to the Workforce Development Board/West Central Development Council, Inc.’s fiscal year requirements, including prorating, if necessary, notwithstanding any contrary provision herein. By submitting its invoices, Macoupin Area American Job Center Consortium represents that the services have met all written requirements of the Agreement. Invoices shall be submitted to the West Central Development Council, Inc.’s Fiscal Officer and include the beginning and ending service dates covering the period of work for the invoiced amount.

The cost for services shall not exceed the amount set forth in Appendix B, which is attached and incorporated by reference herein. Macoupin Area American Job Center Consortium shall submit financial reports in the form directed by the Workforce Development Board/West Central Development Council, Inc. The Workforce Development Board/West Central Development Council, Inc. agrees to provide, and the Macoupin Area American Job Center Consortium Partners agree to accept cash, non-cash and/or in-kind payments for the services provided under this Agreement. Additional payment and reporting requirements are set forth in Appendix B.

**Records, Confidentiality, Work Product, and Protected Personal Information:**

The Macoupin Area American Job Center Consortium shall maintain books and records necessary to support amounts charged to the Workforce Development Board/West Central Development Council, Inc. in accordance with applicable law, the terms of this Agreement and generally accepted accounting practice. The Macoupin Area American Job Center Consortium shall maintain such books and records for a minimum of three (3) years after the completion of the Agreement, final payment or completion of any audit or litigation, whichever is later. All books and records shall be made available for review or audit by the Workforce Development Board/West Central Development Council, Inc., its representatives, the Illinois Auditor General, and other governmental entities with monitoring authority, upon reasonable notice and during normal business hours. The Macoupin Area Job Center Consortium agrees to cooperate fully with any such review or audit. If any audit indicates overpayment to the Macoupin Area Job Center Consortium or a subcontractor, the Workforce Development Board/West Central Development Council, Inc. shall adjust future or final payments otherwise due as outlined in the Governor's Guidelines to State and Local Program Partners Negotiating Costs and Services under the Workforce Innovation and Opportunity Act of 2014. If no payments are due and owing to the Macoupin Area American Job Center Consortium, or the overpayment exceeds the amount otherwise due, the Macoupin Area American Job Center Consortium shall immediately refund all amounts, which may be due to Workforce develop Board/West Central Development Council, Inc. Failure to maintain the books, records, and supporting documents required by this Paragraph 12 shall establish a presumption in favor of the Workforce Development Board/West Central Development Council for the recovery of any funds paid by the Workforce Development Board/West central Development Council, Inc. under the agreement for which adequate books, records and other documents are not available to support the purported disbursements.

**Reports:**

The One-Stop Operator shall periodically prepare written reports to the Workforce Development Board upon request, and such other State and Federal agencies as requested or otherwise required by law, pertaining to the following:

- Coordination and tracking partner agency referrals,
- Developing a reporting process in conjunction with the partners for the ongoing tracking of performance and referrals, with monthly reporting to the local board.
- Coordination of maintaining the content and integrity of partner website information and linkages,

- Assisting partners responding to economic needs of the local area as specified in the local and regional plans, as well as report outcome to the local board,
- Assisting partners in identifying to recruit and match businesses with the skilled workers they seek,
- Compiling minutes, notes or agendas for meetings convened of the One-Stop Partners to:
  - work with partners to assess customer/client needs as part of the continuous improvement process for the one-stop center,
  - collect customer feedback and work with partners to address issues as part of the continuous improvement process for the one-stop center,
  - periodically review one-stop program(s) and center accessibility,
  - assure one-stop center materials are up-to-date and available for resource room staff and customers, and maintain adequate inventories,
  - report and coordinate maintenance needs with center staff and property owner/manager.

**Term of Agreement:**

This agreement shall become effective July 1, 2021 and shall remain in force until it terminates on June 30, 2024, unless circumstances require a new or revised agreement prior to the termination date.

**Termination:**

The Agreement may be terminated by repeal of WIOA or by other action of law or by the withdrawal for cause of members of the Operator Consortium.

Any party to the Agreement may withdraw from the Agreement by giving written notice of intent at least one hundred eighty (180) days in advance of the effective withdrawal date. Notice of withdrawal shall be given in writing to all parties of the Agreement.

Should any party withdraw, the Agreement shall remain in force and in effect with respect to the remaining parties until a new Operator Consortium is formed and a new JCB/Operator Consortium Agreement has been executed.

**Roles and Responsibilities:**

General Structure

The parties are clear on the definition of roles between the JCB and Operator. We see these roles as very different but supportive and complementary. To build a competitive workforce capable of supporting economic development both must perform their role in an exemplary manner and must also work in close consort with each other. The parties are partners in a mutual enterprise, not adversaries.

The JCB has been an active supporter of the development of a one-stop workforce development system. The JCB, under the responsibilities under the law, will conduct oversight of the MAAJCC

WIOA prohibits the JCB staff from providing career and training services. Such services are primarily offered and managed through the structure of the MAAJCC.

**Leader of the Operator Consortium:**

Every three years the operators nominate a representative of the current operators to serve as lead. A simple majority is required to elect the lead.

Roles of the lead operator include but are not limited to:

- Convening operator and partner meetings;
- Serving as a liaison between the operator consortium and the JCB;
- Representing the operators at appropriate meetings of the JCB, including Executive Committee;
- Leading the group in following the common elements of consensus decision making, including:
  1. Involving as many of the representatives as possible in group discussion;
  2. Ensuring all operators' representatives are allowed a chance to contribute to the discussions;
  3. Constructing actions with input from all interested group members;
  4. Making a concerted attempt to reach full agreement;
  5. Encouraging participants to keep the goals and mission of the organization in mind.

**The Role of the Operator Shall Include:**

- Establishing effective management structures and processes consistent with this Agreement;
- Conducting ongoing analysis of MAAJCC operations and conducting appropriate problem solving, continuous improvement, and corrective action activities;
- Surveying customer satisfaction;
- Fostering an integrated organizational structure;
- Identifying and communicating to all partners and staff the vision, mission, and values of the MAAJCC;
- Assisting all partners to achieve the levels of performance expected of them by their funding source;
- Providing all partners and staff with all information and communications needed for their optimal performance as part of the MAAJCC;
- Staff development;
- Providing guidance and oversight; and
- Providing the JCB on at least a quarterly basis, a report on performance.

**The role of the JCB Shall Include:**

- Providing the Operator with information and guidance on the Local plan and priorities for the area;
- Providing labor market and industry cluster information, especially on targeted industry clusters of interest to the JCB and High Priority Occupations;
- Keeping the Operator informed on Industry Partnership, Incumbent Worker Grants, and other discretionary and/or competitive funds obtained and activities conducted with those funds;
- Providing reports on oversight monitoring;
- Keeping the Operator fully apprised on JCB initiatives; and
- Providing the Operator with quarterly income and expense statements per the MOU.

### **Agreement Procedures**

Only the Operator Consortium and the JCB have authority to amend or modify this Agreement. Any such amendments or modifications must be agreed to by both parties and should be reflective of WIOA and any applicable clarification or regulations. Any such amendment or modification will become part of this Agreement.

### **Modification**

This agreement may be modified, given thirty (30) days written notice, at any time, given mutual consent of the Operator and JCB. The JCB may delegate to the Operator authority to act on minor modifications.

Any modifications to the Agreement, to be valid, must be in writing, signed and dated by the Parties with the effective date noted, and appended to the original Agreement.

If any part of the Agreement is later found to be invalid for any reason, the rest of the agreement shall not be affected.

### **Impasse Resolution**

It is central to the purpose and intent of this Agreement that the JCB and Operator will make every effort to maintain a positive working relationship, keep any part fully informed, and engage in ongoing dialogue and consultation in order to avoid disagreements, minimize the impact of any which may arise and resolve them collegially.

If disagreements between the parties arise which appear to be beyond resolution, a three-part Impasse Resolution process will be followed.

1. Discussion between the JCB Chairman and the full Operator Consortium.
2. Failing remediation at that step, mediation by an individual appointed by the Executive Committee of the JCB.
3. Failing remediation, submission to mediation by an individual jointly agreed to by the Operator Consortium and the JCB.

In the event this process still does not resolve the impasse, submission to a binding decision by an individual assigned by the West Central Development Council Policy Board, with the understanding that no Partner can comply with a decision that conflicts with its program responsibilities, policies, procedures, an/or authorizing legislation and/or contractual obligation.

## **Breach**

The parties agree that the Agreement may be considered breached both for reasons beyond the parties' control, primarily affecting the ability of the parties or the MAAJCC partners to comply; or for lack of actions or actions inconsistent with the Agreement.

While it is not possible to enumerate all circumstances that could constitute a breach, these might include but are not limited to:

- Substantive changes in legislation, regulations or policy provision which are antithetical to the prior intent of the Agreement;
- Loss of financial resources;
- Failure on the part of one of the parties to honor and enforce the provisions of this Agreement;
- Proven or reasonably inferred violations of financial or ethical responsibilities;
- Substantial reduction in the level of staffing or other support; and
- Other actions or omissions which significantly differ from the Agreement.

## **Compliance**

All parties to the Agreement will remain in compliance with federal laws, regulations and guidelines, state and local law, regulations, policies, and procedures as provided in the JCB/One-stop Partner Agreement.

## **Authority and Signatures**

The individuals signing have the authority to commit the parties they represent to the terms of the Agreement and do so by signature on the document Signature Page.

The agreement may be executed in any one or more counterparts, should that at any time be more convenient to the signatories, and the originals of those counterparts, when taken together and bearing the signatories of all parties to the agreement, shall constitute one and the same agreement.


Without regard to the date of the signatures, the period of the Agreement is July 1, 2021 and ending June 30, 2024, unless otherwise terminated by action of law or amended pursuant to the provisions of these plans.



**Certification:**

The Macoupin Area American Job Center Consortium certifies under oath that all information in this Agreement is true and correct to the best of their knowledge, information and belief; that the funds provided under this Agreement shall be used only for the purposes described in the Agreement; and that the award of any funds under this Agreement is conditioned upon such certification.

  
\_\_\_\_\_  
Daniel Bates, JCB Chairman

  
\_\_\_\_\_  
Valorie Harris, MAAJCC Chairperson

1/28/2022  
\_\_\_\_\_  
Date

7/28/2022  
\_\_\_\_\_  
Date

## APPENDIX A

### CONTACT INFORMATION FOR MEMBERS OF THE OPERATORS' CONSORTIUM

#### Primary Contacts:

JCB – Daniel Bates, JCB Chairman – 217/473-3245

Operators: Val Harris, MAAJCC Chairperson - [vharris@lc.edu](mailto:vharris@lc.edu)

West Central Development Council, Inc.	Name:	Matt Jones
	Title:	Executive Director
	Email:	<a href="mailto:matt.jones@west-central.org">matt.jones@west-central.org</a>
	Phone:	217/854-9644 ext. 1235
Lewis and Clark Community College	Name:	Valorie Harris
	Title:	Associate Dean, Adult Education
	Email:	<a href="mailto:vharris@lc.edu">vharris@lc.edu</a>
	Phone:	618/978-7090
Illinois Department of Human Services/Division of Rehabilitative Services	Name:	Tim Preston
	Title:	Public Service Administrator:
	Email:	<a href="mailto:Timothy.Preston@illinois.gov">Timothy.Preston@illinois.gov</a>
	Phone:	217/245-9585

**APPENDIX B**

**BUDGET**

Staff Administration .....	\$9,000
Staff Fiscal .....	<u>\$1,000</u>
Total .....	\$10,000 (Annually)

**PRICING:**

The Macoupin Area American Job Center Consortium’s price for the initial term of this contract is \$10,000 per year/\$30,000 total for the 3 years of this contract. If the contract is renewed, the price shall be at the same rate as for the initial term without a form amendment. The total payments under this contract shall not exceed \$10,000 per year/\$30,000 total without a formal amendment.

**INVOICING:**

The Macoupin Area American Job Center Consortium will bill on a semi-annual 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:**

The Workforce Development Board - LWIA 21 agrees to provide, and the Macoupin Area American Job Center Consortium Partners agree to accept cash, non-cash and 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 Workforce Development Board #21’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 Workforce Development Board and the Macoupin Area American Job Center Consortium Partners may use the annual One-stop Operating Budget as the method of payment for the services provided under this Agreement.

Federal Awarding Agency: Department of Labor  
Federal Award Number: AA-36317-21-55-A-17  
Federal Award Date: 07/01/2021  
Federal Award Project Description: WIOA Adult Program

Federal Awarding Agency: Department of Labor  
Federal Award Number: AA-36317-21-55-A-17  
Federal Award Date: 07/01/2021  
Federal Award Project Description: WIOA Youth Activities

Federal Awarding Agency: Department of Labor  
Federal Award Number: AA-36317-21-55-A-17  
Federal Award Date: 07/01/2021  
Federal Award Project Description: WIOA Dislocated Worker Formula Grants

Federal Awarding Agency: Department of Education  
Federal Award Number: H126A220018  
Federal Award Date: 10/18/2021  
Federal Award Project Description: WIOA Vocational Rehabilitation Title IV

Federal Awarding Agency: Department of Education  
Federal Award Number: V002A220013  
Federal Award Date: 07/01/2022  
Federal Award Project Description: Adult Education

Total Amount of Federal Funds Obligated under this Federal Award: \$30,000

Funds made available to the Operator Consortium for this Agreement include funding from the following sources:

FAL 17.258, WIOA Adult Program, \$3,333.33

FAL 17.259, WIOA Youth Activates, \$3,333.33

FAL 17.278, WIOA Dislocated Workers Formula grants, \$3,333.33

FAL 84.126, WIOA Vocational Rehabilitation, \$10,000

FAL 84.002, WIOA Adult Education, \$10,000