

**Executive Committee
Meeting Agenda
Wednesday, May 13, 2015 - 8:15 a.m.
Waukegan Job Center, 1 N. Genesee Street, Waukegan, IL**

I. Call to Order

II. Approval of minutes

III. Public Comment

IV. Chairman's Report

V. Old Business

1. Lake County Partners - Second Year of Contract Recommendation
 - Staff will review its recommendation and seek approval from the Committee to authorize the second year of the Business Services Contract.

VI. New Business

2. Find Help Lake County Contract Approval
 - Staff has been working with the County's Purchasing Department, Health Department and Community Development Division on preparing a new contract with United Way of Lake County for continuation of information distribution services through Find Help Lake County
 - The new contract has been restructured to focus on information distribution through continued use of the Find Help Lake County website and guide.
 - The annual contract amount is unchanged - \$10,000 per year with half coming from the Health Department and half from Workforce Development funds.

VII. National Association of Workforce Boards

3. Update from NAWB Board Member Dempsey

VIII. Staff Report

4. Status of PY2015 Funding Allocations
 - Staff will provide an update on information from DCEO regarding funding allocations for the coming program year and local implications.
5. Youth Program Survey and Development of the State of the Youth Report
 - Staff has sent out a survey to local schools and community based organizations to gather information on the programs that offer services to youth throughout the County.
 - Staff will provide a brief status update.

6. 2015 Summer Youth Employment Program
 - Staff will provide an update on this year's Summer Youth Employment Program including the business work experience pilot project.
7. Workforce Innovation and Opportunity Act (WIOA) Update.
 - Staff will provide an update on recent WIOA implementation activities.
8. Other Discussion Items
 - Scheduling Special Joint Meeting with Youth Council to review 2015-16 In-School and Out-of-School contract extensions.

IX. Next Regular Scheduled Meeting - June 10, 2015

X. Adjournment

**Executive Committee
Meeting Minutes
Wednesday, April 15, 2015 - 8:15 a.m.
Waukegan Job Center, 1 N. Genesee Street, Waukegan, IL**

Present: Tim Dempsey, Todd Mundorf, Ed Melton, Audrey Nixon, Bonnie Schirato, Jennifer Serino Stasch, Michael Stevens, Jerry Weber

Absent: Greg Burns, J.A. Tony Figueroa, Dennis Kessler, A. Warrington,

Staff: Gary Gibson, Demar Harris, Bethany Williams

I. Call to Order

The meeting was called to order at 8:19am.

II. Approval of minutes

Upon a motion by Member Dempsey, which was seconded by Member Nixon, the minutes were approved by a voice vote of the committee.

III. Public Comment

None.

IV. Chairman's Report

None.

V. Old Business

None.

VI. New Business

1. Renewal of Youth Contracts for 2015-2016

Gary Gibson shared that because the PY 2015 allocation amounts are not yet known, and because DCEO will be sharing additional WIOA policy guidance in the next two weeks, this item will be postponed until the May meeting.

VII. National Association of Workforce Boards

2. NAWB Forum was held March 28 to March 31 in Washington, D.C.

The group will be having a conference call to discuss major themes or ideas. Member Schirato shared that she found the conference much more focused on external collaboration, but the details of how the law will get implemented might tend to pull the focus back inward. Member Dempsey shared that NAWB has now managed to emerge from debt.

VIII. Staff Report

3. Governor Rauner visit to Waukegan

Several WIB Members were able to attend the event with Governor Rauner on April 7th at the Genesee Theater. Lake County Partners appreciates the support of the WIB in making the event a success.

4. Business Services Contract with Lake County Partners

Member Stevens and Kevin Considine shared a matrix outlining the progress of the collaboration between Workforce Development and Lake County Partners, including some areas for continued work. LCP is planning to hire an outside appointment setting company called Sales University on a short-term, trial contract to help conduct outreach to companies. New business intelligence specialist Catherine Hesser joins LCP as of April 15, which should help in the mining and reporting of data. Several WIB members offered to help review materials related to business outreach to provide feedback.

5. Youth Program Survey and Development of a State of the Youth Report

Bethany Williams shared presented a survey, which is being circulated to a list of community and education partners. The results will be compiled with a demographic profile of Lake County youth and compiled in a State of the Youth report. Bethany Williams will share the link to the survey as well as an example of a similar report from Will County with the members of the Council. Members should feel free to share the link with any other partner organizations.

6. 2015 Summer Youth Employment Program

Bethany Williams shared that there were more than 800 applications and staff have been meeting with applicants and their families to review eligibility. So far staff have processed 45 files from Waukegan, 35 from North Chicago, and 30 from Zion. Staff are starting to meet with youth from other communities this week. There are 17 signed worksite agreements, three of which are new.

7. Workforce Innovation and Opportunity Act (WIOA) Update.

Gary Gibson shared updates based on the new Youth TEGL, the Notice of Proposed Rule Making, the NWB Conference and other training opportunities from US DOL and DCEO. New policy guidance is expected by May 1, 2015.

8. Establishment of Task Force on School Engagement

Gary Gibson discussed the need to bring career and technical education opportunities back into high schools. He shared that Joanne Hughes from the Lake County Tech Campus High School talked about an opportunity to participate in an upcoming meeting with all area high school guidance counselors to discuss career pathways on April 29th.

9. Other Discussion Items

IX. Next Scheduled Meeting - May 13, 2015

X. Adjournment

Upon a motion from Member Stevens, the meeting adjourned at 9:52am.

AGREEMENT #15067 FOR FIND HELP LAKE COUNTY INFORMATION DISTRIBUTION AND RELATED SERVICES

This AGREEMENT is entered into by and between the Lake County (hereafter “County”) and United Way of Lake County, 330 South Greenleaf Street, Gurnee, Illinois (hereafter the “Contractor”).

RECITALS

WHEREAS, County is seeking a contractor to continue to provide Information and Referral Services for Workforce, Health and Human Services available throughout Lake County; and

WHEREAS, the Contractor has the ability to distribute information regarding availability of Workforce, Health and Human services available throughout the County via an existing **Find Help Lake County** Website, and publication of a **Find Help Lake County Guide** that is distributed county-wide, hereinafter jointly referred to as the **Find Help Lake County Initiative** ; and

WHEREAS, the County and Contractor have an established relationship with respect to these services and both parties are agreeable to entering into a new contract for continued provision of these services; and

WHEREAS, the County and Contractor agree to promote usage of the County’s Service Point application as an additional mechanism for information sharing and distribution.

NOW THEREFORE, the County and the Contractor agree as follows:

SECTION 1. AGREEMENT DOCUMENTS

This AGREEMENT constitutes the entire agreement between COUNTY and the Contractor.

SECTION 2. SCOPE OF WORK

Contractor agrees to:

- Develop and host the **Find Help Lake County** Website and provide all maintenance as well as software updates. Contractor is responsible for the monitoring and oversight of the directory.
- Conduct all website site administration and content management.
- Work in collaboration with Lake County and other funding partners to develop and implement an annual county-wide public awareness campaign to promote use of the **Find Help Lake County** Website by individuals and area workforce, health and human service agencies.
- Conduct an annual survey of agency providers to evaluate the ease of use and effectiveness of the site and share results and findings with Lake County.

- Print a minimum of 20,000 of the **Find Help Lake County Guides** on an annual basis including public distribution. Annual Printing in October unless otherwise mutually agreed upon date by both parties.
- Carry out all agency/provider training, consultation and communications
- Establish and staff a steering committee that will oversee the FHLC Initiative. Results of the annual survey of the Find Help Lake County Website will be reviewed by the steering committee. The Steering Committee will also be responsible for reviewing updates and changes to the Initiative and making recommendations for further improvements. The County will serve on the steering committee.
- Meet and communicate with the County representative(s) on an as needed basis for coordination and information sharing purposes.
- Submit periodic progress and activity reports pertaining to the Initiative to be provided to the County on an agreed upon timetable. Production of annual and semi-annual reports on web site statistics for evaluation purposes including the following information: number of web site hits and visitors, top 10 key word searches, and popular pages; number of **FHLC Guides** printed. Information on the distribution of the FHLC Guides will also be reported, including dates and locations of organizations where **FHLC Guides** were distributed in mass quantities, and events where the FHLC Guides were provided to individuals. The annual report shall also include information and results from the annual on-line survey.
- The Semi-Annual Report shall be delivered to the County after six (6) months of the contract period has elapsed. The Annual Report shall be delivered following the end of the contract year.
- FHLC Website is to meet Illinois Standards including W3C Content Accessibility Priority 1 Guidelines and Section 508 of the Rehabilitation Act for accessibility purposes.
- Deliver a high quality service to the residents of Lake County by providing the website information, public awareness and marketing activity in both English and Spanish.

County agrees to:

- Provide Contractor access to Service Point for information collection and distribution, and other related activities.
- Provide county representative(s) to serve on steering committee and to aid in continued development of **Find Help Lake County** Website and Guides.
- Promote usage of **Find Help Lake County** Website and printed Guides to partner workforce, health and human service agencies to distribute information on availability of services.

SECTION 3. EFFECTIVE DATE AND TERM

This Agreement shall be effective upon execution by both parties and continue for a one year (1) period. This contract may be renewed, extended or modified in writing signed by both parties for four (4) additional one-year periods.

SECTION 4. AGREEMENT PRICE

COUNTY will pay to the Contractor the amount of \$10,000.00 per year.

SECTION 5. SCHEDULE, INVOICES & PAYMENT

The contractor shall submit the invoices to the Workforce Investment Board Office for payment. Invoices will be processed for payment in accordance with the Local Government Prompt Payment Act.

The Contractor shall be eligible for payments as follows:

Delivery and acceptance of the Semi-Annual Report \$5,000.00

Delivery of the results of the annual on-line survey and Annual Report \$5,000.00

SECTION 6. OWNERSHIP OF INFORMATION

All information pertaining to records, property, financial or other information acquired under the scope of this contract shall be strictly confidential and the sole property of Contractor. Contractor agrees not to utilize any of the information for purposes outside of the scope of this contract or without express approval of COUNTY. Upon expiration or termination of this Agreement, Contractor shall return all data fields necessary to produce an online Guide.

It is understood that COUNTY will not be required to pay the Contractor any licensing fees or other fees in connection with the website design or use of the website.

SECTION 7. INDEMNIFICATION

The Contractor agrees to protect, defend, indemnify and hold the County, its agents, officers, officials, agents, and employees, (hereafter 'the Indemnified Parties' free and harmless from and against any and all claims, damages, demands, injury or death, in consequence of granting the Agreement or arising out of or being in any way connected with the Contractor's performance or lack thereof under the Agreement except for matters shown by final judgement to have been solely caused by or attributable to the gross negligence or intentional wrongful act of the Indemnified Parties. The indemnification provided herein should be effective to the maximum extent permitted by applicable law. This indemnity extends to all legal costs including without limitation; attorney's fees, costs, liens, judgments, settlements, penalties, professional fees or other expenses incurred by COUNTY. This indemnification is not limited by any amount of insurance required under the Agreement and shall cover the cost of defense of any claim of liability within the scope of the indemnity whether or not such claim is meritorious. The Contractor shall be solely responsible for the defense of any and all claims, demands or suits against the Indemnified Parties including without limitation, claims by employees, subcontractors, agents, or servants of The Contractor provided that COUNTY shall have the right to designate separate counsel to defend COUNTY in which event the fees and expenses of such counsel shall be paid by the Contractor.

The Contractor shall promptly provide, or cause to be provided, to COUNTY and COUNTY counsel copies of any such notices as they may receive of any claims, actions or suits as may be given or filed in connection with the Contractor's or any subcontractor's performance of the Agreement and for which the Indemnified Parties may claim indemnification hereunder and give the Indemnified Parties authority, information, and/or assistance for the defense of any claim or action.

SECTION 8. JURISDICTION, VENUE, CHOICE 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 19th Judicial Circuit Court, State of Illinois.

SECTION 9. TERMINATION

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 Contractor shall be entitled to receive payment from 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 Contractor's default, COUNTY shall be entitled to purchase substitute items and/or services elsewhere and charge the Contractor with any or all losses incurred, including attorney's fees and expenses.

SECTION 10. INDEPENDENT CONTRACTOR

The Contractor is an independent contractor and no employee or agent of the Contractor shall be deemed for any reason to be an employee or agent of COUNTY.

SECTION 11. WARRANTIES

The Contractor warrants that the website shall operate in accordance with the terms set forth in this Agreement, ("Warranty of Operation"). The Contractor covenants and represents that the website and all related materials supplied to COUNTY hereunder do not infringe or otherwise constitute wrongful use of any copyright, patent, registered industrial design, trade mark, trade secret or any other right of any third party.

The Contractor shall indemnify and save harmless COUNTY from any suit or proceeding (including without limitation any judgment awarded thereunder, any reasonable settlement agreed to, any costs incurred in complying with such judgment or settlement and any or all costs, including reasonable legal costs of any attorney incurred in respect of the same) brought against COUNTY by reason of any such infringement or any wrongful use. COUNTY will notify the Contractor in writing of any such suit or proceeding promptly after COUNTY is served with process in respect of such suit or proceeding.

SECTION 12. INSURANCE

Please submit upon submission of signed agreement

The contractor must obtain, for the Contract 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 15 days before the start of the project, 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 Contractor 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 Contractor'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.

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 Contractors
- 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 contractor's projects away from premises owned or rented to contractor.

Professional Liability - Errors and Omissions (if applicable)

The Engineers/Architects/Consultants for the plans of the project shall be written with limits of insurance not less than the following:

\$ 1,000,000 per claim per policy year

Coverage shall be provided for up to three (3) years after project completion. Policy is to be on a primary basis if other professional liability is carried.

Professional Liability - Cyber Liability

Cyber Liability Insurance for property damage to electronic information and/or data; first and third party risks associated with e-business, internet, etc., with limits of insurance not less than the following:

\$ 1,000,000 per occurrence limit

Contractor agrees that with respect to the above required insurance:

- a) The CGL policy shall be endorsed for the general aggregate to apply on a "per Project" basis;
- b) The Contractor's insurance shall be primary in the event of a claim.
- c) Contractor 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;
- d) Lake County shall be provided with Certificates of Insurance and endorsements evidencing the above required insurance, prior to commencement of this Contract 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, Illinois 60085
Attn: Lake County Purchasing Agent**

Failure to Comply: In the event the Contractor 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 Contractor.

SECTION 13. DISPUTE RESOLUTION

All issues, claims or disputes arising out of this agreement are to be resolved in accordance with the appeals and remedies provisions of the Lake County Purchasing Ordinance.

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

Lake County:

United Way of Lake County

Date _____

Date _____

RuthAnne Hall

Print Name _____

Purchasing Agent

Title _____