

Resolution 18-1

WHEREAS, the Land of Lincoln Workforce Alliance (LLWA) is a multi-county consortium created to oversee workforce training in a five-county area (Cass, Christian, Logan, Menard and Sangamon counties); and

WHEREAS, Sangamon County (County) is the lead agency for the LLWA, with all LLWA employees considered employees of Sangamon County and processed for hiring through the Sangamon County Human Resources Department; and

WHEREAS, the Executive Director of the LLWA is retiring in early 2018 and the search process for a new director will be coordinated by the County Department of Human Resources; and

WHEREAS, the County wishes to use this period of transition as an opportunity to, among other things, review past policies and practices of the LLWA and measure those against other local workforce investment agencies (LWIA), identify best practices performed by highly successful LWIA's, review the job description of the LLWA Executive Director, seek input from the county chairmen and CEO's of the five county partners on the future operations of the LLWA, and submit to the Illinois Department of Commerce and Economic Opportunity (DCEO) a transition plan to fill the LLWA Executive Director position; and

WHEREAS, as such, the County believes it would be beneficial to utilize outside assistance, with established expertise in workforce training and LLWA management, to assist with these matters; and

WHEREAS, the County wishes to enter into a contract with The Development Consortium to assist with the previously mentioned tasks and others, over a three month period, at a cost not to exceed \$22,000.00, along with reasonable reimbursement for travel expenses.

FILED

FEB 08 2018

Don P. King
Sangamon County Clerk

RECEIVED
2660

FEB 8 2018

Andy Goleman
SANGAMON COUNTY AUDITOR

WHEREAS, the County has previously contracted with The Development Consortium on other projects and have found their work product to be exceptional and valuable, and

NOW THEREFORE BE IT RESOLVED, by the members of the Sangamon County Board in session this 13th day of February, 2018, that the Sangamon County Board approves a contract between Sangamon County and The Development Consortium.

Respectfully Submitted,

A. Y. [Signature]

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PROFESSIONAL SERVICES AGREEMENT



CLIENT: Sangamon County

Project Name: Land of Lincoln Workforce Alliance Executive Director Search

Primary Contact: Brian McFadden

Client Address: Sangamon County Administrator
200 S. 9th Street – Room 201
Springfield, IL 62701

- T) 217-753-6650
- F)
- E) brianm@co.sangamon.il.us

The CLIENT hereby requests and authorizes The Development Consortium, Inc. (TDC) to perform the following services:

As outlined in Addendum "A" below, TDC will provide Consultant Services related to the Land of Lincoln Workforce Alliance hiring of an Executive Director.

COMPENSATION to be based on the following:

Sangamon County agrees to pay TDC a flat fee for services of \$22,000 plus principal and specialist travel time, expenses, materials and vendor services, for this work.

Expenses, materials and vendor services will not exceed, 25 percent of the contract (\$5,500) without advance written approval of TDC and Sangamon County. One half of the contract amount (\$11,000) is due from Sangamon County within 20 days of contract execution. The balance (\$11,000) is to be paid in a maximum of two monthly installments of \$5,500 beginning March 31, 2018, and ending April 30, 2018. The installment amount plus expenses, materials, vendor services and principal and specialist travel time will be billed monthly as they are incurred. TDC principal and specialist travel time will be billed at a discounted rate of \$50 per hour plus the applicable federal mileage rate at the time of invoicing, currently 54.5 cents per mile.

ADDENDUM "A"

It is our understanding that the CLIENT would like for TDC to provide professional services in the Land of Lincoln Workforce Alliance Executive Director search and hiring process. Work TDC will undertake includes:

- Development of questionnaire for meetings with County Board Chairs and CEOs to be used in interviews in the 5 counties comprising the Land of Lincoln Workforce Alliance
- Research "best practice" job descriptions for LWIAs that have strong workforce development/economic development linkages, coordination, and connectivity
- Schedule meetings with 5 county CEOs and Board Chairs
- Meet with current LLWA Director for high level background to include current activities in each of the 5 counties; coordination activities with local economic development organizations; and rationale for having the Executive Director position serve a dual function as LWIA program operator and LLWA Board staff
- Miscellaneous meetings with Sangamon County (administrator, HR, etc.)
- Meet with 5 county CEOs and County Board Chairs
- Develop consensus report based on input from 5 counties (supplemented by best practice job description research mentioned above) for new Executive Director position
- Develop new job description for Executive Director; coordinate with Sangamon County HR; develop a plan to identify markets to secure best candidates
- Meet with DCEO on transition plan to fill the LLWA Executive Director position
- Review, evaluate, and advise Sangamon County on resumes submitted for position

Projected timeline:

It is projected that work on this project will take approximately 3 months from time of initiation of work. Work can begin immediately upon execution of the contract.

ACCEPTED for SANGAMON COUNTY

ACCEPTED for the Development Consortium, Inc.

Signature: _____

Signature: _____

Name: Brian McFadden

Name: Janet M. Mathis

Title: County Administrator

Title: Principal and CEO

Date: _____

Date: _____

PROVISIONS

1. **AUTHORIZATION TO PROCEED.** Signing this Agreement shall be construed as authorization by CLIENT for The Development Consortium (TDC) to proceed with the Services, unless otherwise provided for in this Agreement.
2. **LABOR COSTS.** In the event TDC's compensation is calculated by reference to TDC's Labor Costs, Labor Costs shall be the amount calculated by the number of hours actually worked by each of TDC's employees on CLIENT's Project, multiplied by an amount charged for each such employee's work, which is calculated by dividing each such employee's annualized, non-overtime compensation (whether salary or paid to such employee at an hourly rate, as the case may be) by 2,080 hours per year.
3. **DIRECT EXPENSES.** TDC's Direct Expenses shall be those costs incurred on or directly for the CLIENT's Project, including but not limited to necessary transportation costs including mileage at TDC's current rate when its automobiles are used, meals and lodging, laboratory tests and analyses, computer services, word processing services, telephone, printing and binding charges. Reimbursement for these expenses shall be on the basis of actual charges when furnished by commercial sources and on the basis of usual commercial charges when furnished by TDC.
4. **OUTSIDE SERVICES.** When technical or professional services are furnished by an outside source, when approved by CLIENT, an additional amount shall be added to the cost of these services for TDC's administrative costs.
5. **ADDITIONAL SERVICES.** Services in addition to those specified in Scope of Services will be provided by TDC if authorized in writing or otherwise confirmed by CLIENT. Additional services will be paid for by CLIENT as indicated in any Letter of Proposal, Task Authorization, or such other document as deemed appropriate by CLIENT and TDC. In the absence of an express agreement about compensation, TDC shall be entitled to an equitable adjustment to its compensation for performing such additional services.
6. **LIMITATION OF LIABILITY.** TDC's liability to the CLIENT for any cause or combination of causes is in the aggregate, limited to an amount no greater than the fee earned under this Agreement.
7. **DISPUTE RESOLUTION.** All disputes arising out of this Agreement shall be mediated by the parties within a reasonable time after the first request for mediation, prior to either party filing a suit in a court of law, provided, however, that neither party shall be obligated to mediate prior to requesting injunctive relief.
8. **ASSIGNMENT TO RELATED ENTITY.** Notwithstanding anything in this Agreement to the contrary, in the event TDC is not qualified and/or licensed in the relevant jurisdiction to provide any Services required hereunder, TDC may, without the consent of any other party, assign all or any part of its obligation to provide such Services to an entity related to TDC which is qualified and/or licensed to provide such Services in the jurisdiction involved and which is contractually bound to TDC to provide such Services.
9. **PAYMENT TO TDC / INTEREST ON PAST-DUE AMOUNTS.** Monthly invoices will be issued by TDC for all Services performed under the terms of this Agreement. Invoices are due and payable net 15 days. CLIENT agrees to pay interest at the rate of 1¼% per month on all past-due amounts, unless not permitted by law. Any interest charged or collected in excess of the highest legal rate will be applied to the principal amount owing to TDC, and if such interest exceeds the principal balance of CLIENT's indebtedness to TDC, will be returned to CLIENT. It is the intent of TDC and CLIENT to abide by all applicable laws regulating the maximum amount of interest that may be charged. CLIENT shall also be responsible for all costs associated with collecting any past-due amounts. To the greatest extent allowed by applicable law, CLIENT and TDC agree that in the event CLIENT and TDC enter into any compromise or settlement calling for the payment of past due principal and accrued and unpaid interest on any past-due invoice, TDC may charge and CLIENT agrees to pay interest on such combined past due principal and accrued and unpaid interest amount (the "New Principal Balance") at the rate of 1½% per month or at the highest rate allowed by law, subject, as provided herein, to TDC's agreement to credit excess interest or return same to CLIENT after the New Principal Balance is paid. All payment obligations are performable in Menard County, Illinois, and CLIENT agrees to submit to the jurisdiction of the courts of the State of Illinois in Menard County, Illinois, for enforcement of all obligations created by this Agreement.
10. **TDC'S RIGHT TO SUSPEND SERVICES.** If CLIENT fails to pay any amount due TDC under this Agreement, TDC may, in addition to any other rights afforded under this Agreement or at law, suspend Services. Prior to suspending Services, TDC will provide CLIENT with written notice that TDC will suspend Services unless said failure to pay is cured within 7 days from CLIENT'S receipt of TDC's notice. If CLIENT does not cure the problem within such 7-day period, TDC may suspend Services under this Agreement. In the event of a suspension of Services, (a) TDC shall have no liability to the CLIENT for delay or damage caused the CLIENT because of such suspension of Services, (b) any periods for completion of work shall automatically be extended by the period of such suspension, and (c) before resuming Services, TDC shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Services. TDC's compensation for the remaining Services and the time schedules shall be equitably adjusted. If the Project is suspended for more than 30 consecutive days, (d) TDC shall be compensated for Services performed prior to notice of such suspension, (y) when the Project is resumed, TDC shall be compensated for expenses incurred as a result of the interruption and resumption of TDC's Services, and (e) TDC's compensation for the remaining Services and the time schedules shall be equitably adjusted. To the extent CLIENT'S failure to pay is related to a dispute between the parties, the dispute will be resolved in accordance with Article 10.
11. **TERMINATION FOR NON-PAYMENT OF FEES.** TDC may terminate this Agreement by giving written notice if any TDC invoice remains unpaid for more than 30 days. TDC's right to terminate this Agreement shall not be waived by TDC's continued performance during any period of investigation by TDC to determine the reasons for CLIENT'S nonpayment.
12. **TERMINATION.** Either CLIENT or TDC may terminate this Agreement with or without cause by giving 30 days written notice to the other party. In such event CLIENT shall forthwith pay TDC in full for all work previously authorized and performed prior to effective date of termination. If no notice of termination is given, relationships and obligations created by this Agreement shall be terminated upon completion of all applicable requirements of this Agreement.
13. **LEGAL EXPENSES.** In the event legal action is brought by TDC to enforce any of the obligations hereunder or arising out of any dispute concerning the terms and conditions hereby created, CLIENT shall pay TDC reasonable amounts for fees, costs and expenses as may be set by the court.
14. **SEVERABILITY.** In case any one or more of the provisions contained in this Agreement shall be held illegal, the enforceability of the remaining provisions contained herein shall not be impaired thereby.
15. **ELECTRONIC MEDIA.** (a) As a component of the services provided under this Agreement, TDC may deliver electronic copies of certain documents or data (the "Electronic Files") in addition to printed copies (the "Hard Copies") for the convenience of CLIENT. CLIENT and its consultants, contractors and subcontractors may only rely on the Hard Copies furnished by TDC to CLIENT. If there is any discrepancy between any Electronic File and the corresponding Hard Copy, the Hard Copy controls. (b) CLIENT acknowledges that Electronic Files can be altered or modified without TDC's authorization, can become corrupted and that errors can occur in the transmission of such Electronic Files. CLIENT agrees that it will institute procedures to preserve the integrity of the Electronic Files received from TDC until acceptance. CLIENT further agrees that it will review the Electronic Files immediately upon receipt and conduct acceptance tests within thirty (30) days, after which period CLIENT shall be deemed to have accepted the Electronic Files as received. TDC will undertake commercially reasonable efforts to correct any errors in the Electronic Files detected within the 30-day acceptance period. TDC shall not be responsible to maintain the Electronic Files after acceptance by CLIENT. (c) TDC

does not warrant or represent that the Electronic Files will be compatible with or useable or readable by systems used by CLIENT or its consultants, contractors and subcontractors. TDC is not responsible for any problems in the interaction of the Electronic Files with other software used by CLIENT or its consultants, contractors and subcontractors. 16. PROMOTION. CLIENT allows TDC to use its name and/or image in future promotional and advertising campaigns, web sites or related marketing initiatives

17. All correspondence should be addressed to The Development Consortium, Inc., Central Illinois Office, 19184 Pine Cone Ln., Petersburg, Illinois 62675. Telephone 888-586-3555.