GRANT AGREEMENT

THIS GRANT AGREEMENT (the "Agreement") is entered into on this 29th day of May, 2019 ("Effective Date"), by and between the City of Evanston, an Illinois home rule municipality, ("City"), and Evanston Rebuilding Warehouse, an Illinois not-for-profit corporation ("ERW") (individually, the City and ERW are referred to herein as "Party" and collectively, they are referred to as the "Parties").

RECITALS

WHEREAS, the ERW is a non-profit corporation devoted to providing training opportunities in trades and retaining quality building materials from structures that are being demolished and prevent the materials from ending up in a landfill; and

WHEREAS, Over last several years, multiple developers have brought construction projects with prevailing wage and/or union labor jobs to Evanston. The City has a goal for future developers to hire 25% Minority or Women Owned businesses and 15% Local Employment for projects in Evanston; and

WHEREAS, ERW has developed a "Pathways to Union Apprenticeships" for Evanston residents to address the shortage of qualified Evanstonians in the construction field; and

WHEREAS, the City has authorized City staff to manage and administer this Grant Agreement on behalf of the City including, without limitation, authorizing the City Manager to execute this Agreement with ERW thereby establishing terms, conditions, and requirements for participation in this Agreement,

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, and the mutual obligations of the Parties as follows:

AGREEMENT

I. TERMS OF GRANT

a. ERW will utilize the grant funds to (1) subsidize the recruitment, hiring, and completion of ERW's Pathways to Union Apprenticeship program by ten (10) Evanston residents and (2) perform all necessary tasks to ensure thirty (30) Evanston residents obtain OSHA 10, Renovation, Repair, and Painting ("RRP"), and Hazwoper certifications.

b. ERW is required to keep a record of all receipts and expenditures relating to this Pre-Apprenticeship Training Program and to provide the City with a written report summarizing the project promptly following the end of the period during which you are to use all City funds.
c. ERW shall submit interim reports on a quarterly basis that describe ERW's progress in achieving the purposes of the Pre-Apprenticeship Training and include a detailed accounting of the uses or expenditure of all City funds.

d. ERW will provide any other information reasonably requested by The City.

e. If the Party obtains any audited financial statements covering any part of the period of this Program, ERW shall provide a copy to The City.

f. ERW is required to keep the financial records with respect to this agreement along with copies of any reports submitted to The City, for at least four years following the year in which all city funds are fully expended.

g. ERW will attend MWEBE Committee meetings on a quarterly basis to give an update and progress of the Pre-Apprenticeship Training Program.

h. City shall reimburse ERW's costs up to forty thousand ($40,000.00) to accomplish the requirements in paragraph a above.

i. ERW shall submit the following documentation to submit with reimbursement requests:

   1) Attach a photocopy of all payroll records for each trainee in the Program and proof of City of Evanston residency for each employee in the Program that ERW (EMBCI) is seeking reimbursement for Program completion training. Payroll records must be redacted prior to sending to the City, removing social security numbers and date of birth prior to transmittal.

   2) Description of training/work performed by trainee(s) or certification completion, start and end dates in the program.

   3) Trainee log(s) with outlined training/ tasks and must not exceed 40 hours /week /20 weeks (5 month pre-apprenticeship program) per trainee.

II. COMPLIANCE WITH LAW

ERW agrees to comply with all the requirements now or hereafter in force, of all municipal, county, state and federal authorities, pertaining to the development and use of the Property and construction of the Project, as well as operations conducted on the Property. The Director will not issue any Grant funds to the ERW if there is in violation of any law, ordinance, code, regulation, or permit. The City agrees to cooperate and assist ERW in such compliance if the assistance of the City is required.

III. NOTICES

All notices permitted or required hereunder must be in writing and shall be effected by (i) personal delivery, (ii) first class mail, registered or certified, postage fully prepaid, or
(iii) reputable same-day or overnight delivery service that provides a receipt showing
date and time of delivery, addressed to the following parties, or to such other address
as any party may, from time to time, designate in writing in the manner as provided
herein:

To City:  
City of Evanston
2100 Ridge Avenue
Evanston, IL 60201
Attn: City Manager

With a copy to:  
City of Evanston
2100 Ridge Avenue, Room 4400
Evanston, IL 60201
Attn: Corporation Counsel

To ERW:  
EVANSTON REBUILDING WAREHOUSE
Attn: Aina Gutierrez, Executive Director
2101 DEMPSTER STREET
Evanston, IL 60201

Any written notice, demand or communication shall be deemed received immediately if
personally delivered or delivered by delivery service to the addresses above, and shall
be deemed received on the third day from the date it is postmarked if delivered by
registered or certified mail.

IV. DEFAULT; REMEDIES; DISPUTE RESOLUTION


In the event of failure by either party hereto substantially to perform any material
term or provision of this Agreement, the non-defaulting party shall have those
rights and remedies provided herein, provided that such non-defaulting party has
first provided to the defaulting party a written notice of default in the manner
required herein identifying with specificity the nature of the alleged default and
the manner in which said default may be satisfactorily be cured.

b. Cure of Default

Upon the receipt of the notice of default, the alleged defaulting party shall
promptly commence to cure, correct, or remedy such default within 90 days and
shall continuously and diligently prosecute such cure, correction or remedy to
completion.

c. City Remedies; Refund of Grant.
In the event of a material default by ERW of the terms of this Agreement that has not been cured within the time frame set forth in Paragraph b above, the City, at its option, may terminate this Agreement or may institute legal action in law or in equity to cure, correct, or remedy such default, enjoin any threatened or attempted violation, or enforce the terms of this Agreement. In the event of a default by ERW that occurs after the City has disbursed any Grant funds, the total of such installment of the grant, shall be refunded to the City.

d. ERW's Exclusive Remedies.

The parties acknowledge that the City would not have entered into this Agreement if it were to be liable in damages under, or with respect to, this Agreement or any of the matters referred to herein. Accordingly, ERW shall not be entitled to damages or monetary relief for any breach of this Agreement by the City or arising out of or connected with any dispute, controversy, or issue between ERW and the City regarding this Agreement or any of the matters referred to herein, the parties agreeing that declaratory and injunctive relief, mandamus, and specific performance shall be ERW's sole and exclusive judicial remedies except for any willful misconduct of the City, or its respective officers, officials, representatives, active employees, contractors or agents.

V. APPLICABLE LAW AND BINDING EFFECT

The laws of the State of Illinois without regard to principles of conflicts of law shall govern the interpretation and enforcement of this Agreement. This Agreement, and the terms, provisions, promises, covenants and conditions hereof, shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, legal representatives, successors and assigns. ERW hereby represents that the persons executing this Agreement on behalf of ERW have full authority to do so and to bind ERW to perform pursuant to the terms and conditions of this Agreement.

VI. COUNTERPARTS

This Agreement may be executed by each party on a separate signature page, and when the executed signature pages are combined, shall constitute one single instrument.

VII. ENTIRE AGREEMENT, WAIVERS AND AMENDMENTS

a. This Agreement and the Exhibit express all understandings of the parties concerning the matters covered in this Agreement. This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto.

b. All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of the City or the ERW, and all amendments hereto
must be in writing and signed by the appropriate authorities of the City and the ERW.

VIII. NON-ASSIGNMENT

ERW shall not assign the obligations under this Agreement, nor any monies due or to become due, without the City's prior written approval, and ERW proposed assignee's execution of an assignment and assumption agreement in a form approved by the City. Any assignment in violation of this paragraph is grounds for breach of this Agreement, at the sole discretion of the City Manager. In no event shall any putative assignment create a contractual relationship between the City and any putative assignee.

IX. NO WAIVER

No failure of either the City or ERW to insist upon the strict performance by the other of any covenant, term or condition of this Agreement, nor any failure to exercise any right or remedy consequent upon a breach of any covenant, term, or condition of this Agreement, shall constitute a waiver of any such breach or of such covenant, term or condition. No waiver of any breach shall affect or alter this Agreement, and each and every covenant, condition, and term hereof shall continue in full force and effect.

IN WITNESS WHEREOF, the Parties have signed this Agreement as of the date first written above.

THE CITY OF EVANSTON,
an Illinois home rule municipal corporation

By: ____________________________
   Kimberly Richardson

Its: City Manager, Wally Bobkiewicz

EVANSTON REBUILDING WAREHOUSE
an Illinois not-for-profit corporation

By: ____________________________

Its: President

Print Name: Ana Gutierrez
EXHIBIT A – Project Milestones and Deliverables

This EXHIBIT A to that certain Consulting Agreement dated _____ between the City of Evanston, 2100 Ridge Avenue, Evanston, Illinois, 60201 ("City") and Evanston Rebuilding Warehouse ("Party") sets forth the Commencement and Completion Date, Services, Fees, and Reimbursable Expenses as follows:

I. COMMENCEMENT DATE: ______________________

II. COMPLETION DATE: ______________________

III. FEES REIMBURSEMENT PAYMENT:

Documentation to submit with reimbursement request: The following are required to be submitted to the City of Evanston - Purchasing Department:

A. Attach a photocopy of all payroll records for each trainee in the Program and proof of City of Evanston residency for each employee in the Program that ERW (EMBCI) is seeking reimbursement for Program completion/ training. Payroll records must be redacted prior to sending to the City, removing social security numbers and date of birth prior to transmittal.

B. Description of training/work performed by trainee(s) or certification completion, start and end dates in the program.

C. Trainee log(s) with outlined training/ tasks and must not exceed 40 hours /week / 20 weeks (5 month pre-apprenticeship program) per trainee.

IV. SERVICES/SCOPE OF WORK:

As defined in Evanston Rebuilding Warehouse Pathways to Union Apprenticeship Program Proposal (Exhibit B and C) and Evanston Minority Business Consortium, Inc., subParty, Agreement (Exhibit D) Signed: April 9, 2019.

V. RECORDS/REPORT DELIVERABLES:

A. You are required to keep a record of all receipts and expenditures relating to this Pre-Apprenticeship Training Program and to provide the City with a written report summarizing the project promptly following the end of the period during which you are to use all City funds. The City requires also interim reports. Your reports

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should describe your progress in achieving the purposes of the Pre-Apprenticeship Training and include a detailed accounting of the uses or expenditure of all City funds. You also agree to provide any other information reasonably requested by The City. If the Party obtains any audited financial statements covering any part of the period of this Program, please provide a copy to The City as well. You are required to keep the financial records with respect to this agreement along with copies of any reports submitted to The City, for at least four years following the year in which all city funds are fully expended.

B. On a quarterly basis attend MWEBE Committee meetings to give an update and progress of the Pre-Apprenticeship Training Program.
Proposal to the MWEBE Committee
Pathways to Union Apprenticeships for Evanston residents
Evanston Rebuilding Warehouse (ERW)

The Evanston Rebuilding Warehouse seeks $40,000 in support from the MWEBE Committee to provide stronger pathways for Evanston residents to access union apprenticeship programs.

Program Need
The City of Evanston is a desirable community in which to live, work and play. Over the last several years, there have been a number of developers who have brought construction projects with prevailing wage and/or union labor jobs to Evanston. The City has a goal for these developers to hire 25% Minority or Women Owned businesses and 15% Local Employment for their projects.

It is, however, very difficult to reach the 15% Local Employment goal. Low unemployment rates in the construction industry and a strong economy mean that most union card-carrying Evanston residents are already employed on other projects.

At the same time, there are members of our community with talent and drive to join the building trades unions, but who need additional support to navigate the admissions process to the apprenticeship programs. It is a multi-step process to be admitted, requiring educational requirements, aptitude tests, and a referral. This can be challenging, especially for individuals who have experienced barriers to employment and who struggle with having the time, transportation, and job readiness skills needed to be successful.

And we want more Evanston residents in living wage union jobs. Construction trades jobs provide stable careers with good pay, benefits and opportunities to advance. Apprenticeship programs provide a hands-on, debt-free education. Unlike many other careers, the trades cannot be outsourced and there is long-term demand for increased labor as the economy grows and older workers retire.

Union apprentices earn starting wages averaging over $16-per-hour and can lead to journey-level wages approaching $40-per-hour in the Chicagoland area. Tradespeople receive health benefits and a pension plan.

Workers who are able to support themselves and their families also buy goods and services in their communities, thus strengthening the local economy.

The Evanston Rebuilding Warehouse is committed to strengthen workforce development efforts in our City. We are members of the Mayor’s Employer Advisory Council and our Executive Director has just joined the Council’s Planning Committee.

Program Description
The Evanston Rebuilding Warehouse proposes partnering with the City of Evanston Local Employment Program and Youth & Young Adult Division to develop stronger pathways for Evanston residents to get enrolled into union apprenticeship programs.

We are currently finalizing community partner status with the Chicago Regional Council of Carpenters, Pipefitters, and Electrical Workers Union Apprenticeship Programs. This status allows us to be a pre-apprenticeship program, able to actively recruit and refer Evanston residents to directly enter union apprenticeship programs.

This program would have two main components:

**Recruit more Evanston residents into the ERW workforce training (pre-apprenticeship) program.** Our training program is a 5-month, full-time, minimum wage paid job training program in building deconstruction and construction trades. Trainees receive comprehensive on-the-job training in addition to instruction in deconstruction, construction and general life skills that assist with professional and personal growth. We recruit cohorts of six trainees at a time.

Our on-the-job and classroom instruction are also geared to apprenticeship requirements so that candidates are able to work on meeting those requirements while enrolled in our program. Trainees would be assessed at the beginning of the program to see how they match with the minimum requirements of the apprenticeship programs. We would provide the following supportive services to ensure that trainees are able to meet the enrollment requirements by the end of the 5 month program.

- **Identification** – assistance with getting a copy of social security card and valid drivers' license or state ID

- **Drug Testing** – drug testing is done before a candidate is enrolled in the ERW workforce training program. Peer Services provides drug testing, substance abuse prevention education, and counseling to those that need time to gain a clean drug test.

- **Reading and Math Aptitude** – assistance with meeting the requirements of the test, either with ERW staff or referral to tutoring services such as with Howard Area Community Center.

- **Physical Fitness** – support with physical fitness and nutrition, including free memberships at the McGaw YMCA.

We would seek referrals from COE's Youth and Young Adult Division for acceptance into the program as well as supportive case management throughout the program to ensure individuals graduate and are successfully placed into apprenticeship programs. We would seek to hire 10 Evanston residents into the program in the first year.

**Provide industry recognized certifications for Evanston residents.** Professional certifications such as OSHA 10 Construction, Renovation, Repair, Painting (RRP Lead), and
Hazwoper provide marketable certifications for Evanston residents and can lead to higher paying jobs. We would contract with OAI, Inc. to provide each class twice during the year. These classes would be offered for free to the public and hosted at the Evanston Rebuilding Warehouse. We would partner with the City of Evanston to promote these classes within the community to ensure that residents take advantage of the training opportunities provided.

Program Outcomes
The short-term outcomes that we will seek in this program include:
• 85% of trainees will successfully complete our 5-month pre-apprenticeship program
• 75% of trainees will seek employment in the building trades - through union apprenticeship programs or nonunion job placement
• 30 Evanston residents a year will receive professional certifications that will increase their marketability to get jobs in the building trades

The long-term impact of this program for Evanston residents will include:
• Increased job placement in the building trades - apprenticeship programs or jobs
• Increased financial stability and independence (higher wages, financial literacy, etc.)

Program Budget
Income
MWEBE Committee Funding $40,000
ERW Organization Contribution $10,000
Total $50,000

Expenses
Workforce Training & Supportive Services — recruitment, hiring, and support of 10 Evanston residents to complete our training program
• Each trainee is paid $11/hr * 40 hr/wk * 20 wks = $8,800.
• We seek $3,000 subsidy per trainee $30,000

Professional Certifications — contracting with instructors, marketing scheduling and meeting expenses to provide OSHA 10, RRP and Hazwoper certifications to 30 Evanston residents
• 30 residents * $500/each $15,000
Administrative Expenses (10%) $5,000
Total $50,000

Additional Information

Chicago Pipefitters Local 597 Training Center Application Process - https://www.ptff597.org/applications/
February 2019 Update to the MWEBE Committee
Pathways to Union Apprenticeship Programs for Evanston residents

The Evanston Rebuilding Warehouse is pleased to provide an update to the City of Evanston MWEBE Committee on its efforts to build out pathways to union apprenticeship programs in Evanston.

Community Partnership with Union Apprenticeship Programs
We continue to work directly with individual union apprenticeship programs to understand their recruitment processes and seek community partner status with them. This status allows us to have access to their entrance exams, tailor our curriculum to help trainees meet the requirements, and directly refer individuals to enter their apprenticeship programs. The unions we are connecting with include:

Chicago Regional Council of Carpenters - we are their community partner and are able to recommend candidates that will fast track enrollment into their apprenticeship program.

International Brotherhood of Electrical Workers Local 134 - on January 25, we hosted a site visit for Maurice King, their Vice President, and he has granted us community partner status with their apprenticeship program. In this union it means that a receipt that shows graduation from our program earns significant points for a candidate’s application. Their next recruitment class is in April 2019 and we have at least one trainee that will apply.

International Union of Bricklayers and Allied Craftworkers - on January 28, they hosted our trainees for a 3 hour visit to their district council training center. They are eager to work with us and build their ranks, especially among potential African American bricklayers. They do not have official community partner status but provided us with their entrance exam and will work with us on their next recruitment cycle in April 2019.

On February 4 we will visit the Pipefitters Union Training Hall and will seek community partnership status with them.
Our visit to the Bricklayers Union was an affirmation that our developing pathways to union apprenticeship program can \textit{and will} result in careers that provide living wages and benefits. Using this visit as an example, we saw that:

- Our workforce trainees now understand the many career options that a bricklayer provides, and heard firsthand the success that comes from graduating their apprenticeship program. At least two people are now very motivated to become bricklayers!

- Our organization can prepare trainees for the application requirements. The union provided us with the entrance exam and can work with us to streamline the process for qualified candidates.

- Apprenticeship programs are stepping stones for careers with living wages and benefits. This union's apprenticeship program is 10 weeks. After the training, apprentices would make \$23/hour for 3 years. After graduation, they would make \$46/hour.

**Partnership with Bennett Johnson**
We are drafting a partnership agreement with Bennett Johnson and his construction education program. The initial agreement would allow our trainees to attend Bennett’s study sessions on topics like math for entry into union apprenticeship programs. We will also seek work experience opportunities for Bennett’s trainees in our workshop. And we will work together to develop employer relationships to ensure that all of our graduates find meaningful employment, ideally in our community.

**Exploring online options for industry recognized certifications**
Part of our workforce training program is to provide the OSHA 10 Construction Certification to our trainees. In an effort to save money, we partnered with OAI, Inc. to receive access to an online course for our trainees. Our early experiences show that it is a more difficult and time consuming way to gain the certification. It has thus far taken our trainees at least 18 hours to work through the course and it is not as interactive as an in-person option. We will seek trainees' feedback after the course is completed in early February 2019 but expect that we will look to schedule in person trainings in the future.

**Conclusion**
We appreciate the opportunity to provide this update. We are eager to continue growing this work. Funding from the MWEBE Committee would increase our capacity to ensure that qualified candidates, especially Evanston residents, can get on a pathway to career success in the building trades as soon as possible.
MEMORANDUM OF UNDERSTANDING AND AGREEMENT

This agreement is between the Evanston Minority Business Consortium, Inc., 708 Washington Street, Evanston, IL 60202, hereinafter known as the “EMBCI” and Evanston Rebuilding Warehouse, 2101 Dempster Street, Evanston, IL 60201, hereinafter known as the “ERW”.

Article I. The services of EMBCI have been retained to recruit, train and prepare Evanston residents for entry into various trade union apprenticeships.

Article II. ERW shall recruit, train and support ten (10) Evanston residents through their deconstruction program. ERW will provide a one hundred dollar ($100.00) payment to EMBCI for each Evanston resident referred to and accepted into the ERW deconstruction workforce training program.

Article III. ERW will provide training resulting in certification for OSHA 10 Construction, EPA Renovation, Repair & Painting (RRP) and Hazardous Waste Operations & Emergency Response (Hazwoper) for thirty (30) Evanston residents. ERW will pay a one hundred and ten dollar ($110.00) stipend directly to each EMBCI trainee upon completion of the certification training. All training sessions will be held at the Evanston Rebuilding Warehouse.

Article IV. The ERW training commences in April 2019 and other intervals based upon ERW executive decisions. However, these training sessions are planned to be provided on a quarterly basis. EMBCI will provide an invoice to ERW on a quarterly basis.

Article V. This agreement is contingent upon the approval of funding for ERW from the City of Evanston. The term of this agreement shall be from May 1, 2019 to April 30, 2020. This agreement shall be binding upon both parties, their heirs, successors and assigns. It will become active upon execution below by both parties.

SIGNED

aina gutierrez
Evanston Rebuilding Warehouse

bennett j. johnson
Evanston Minority Business Consortium, Inc.

Date: 4/9/19

Date: 4/9/19

Date: 4/9/2019

Date: 4/9/19

WITNESS

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