

**AGREEMENT BETWEEN THE COUNTY OF CHAMPAIGN AND THE EAST  
CENTRAL ILLINOIS BUILDING & CONSTRUCTION TRADES COUNCIL FOR  
WORKFORCE TRAINING INITIATIVE ASSISTANCE**

This Agreement is entered as of October 3, 2023, by and between the County of Champaign, Illinois (“County”), with an address of 1776 E. Washington Street, Urbana, IL 61802 and the East Central Illinois Building & Construction Trades (“ECIBCTC”), with an address of P.O. Box 3932, Champaign, IL 61826; collectively “the Parties.”

**WHEREAS**, the County is in receipt of funds pursuant to the American Rescue Plan Act of 2021, P.L. 117-2 (“ARPA Funds”); and

**WHEREAS**, the County is authorized by Section 603 of the Social Security Act and the United States Department of Treasury Final Rule 31 CFR Part 35 to transfer ARPA Funds to respond to the pandemic public health emergency or its negative economic impacts, including programs and services that assist unemployed workers, underemployed workers, job training, and educational assistance; and

**WHEREAS**, the ECIBCTC is a non-profit organization whose mission includes maintaining harmony and cooperation in the activities, functions, and interests of the Affiliated International Unions in the Building and Construction Industry of East Central Illinois; and

**WHEREAS**, the Parties desire to enter into this Agreement to recognize the roles and responsibilities for each Party in assisting with costs of providing a pre-apprenticeship training program in Champaign County, with special attention to women and people of color;

**NOW THEREFORE**, the Parties agree as follows:

1. **Purpose and Scope.** The Parties intend for this Agreement to provide the foundation and structure for assisting Initiative costs through the following understanding:
  - a. **“Initiative” Defined:** The ECIBCTC will conduct activities between June 22, 2023 and December 31, 2024 directly related to workforce training costs for a pre-apprenticeship program in Champaign County; with proposed Initiative details and budget included in Attachment 1 (“Initiative”).
  - b. **Funding:** The County will transfer ARPA funds to the ECIBCTC in an amount of up to \$200,000 to conduct the Initiative, according to the projected budget in Attachment 1. The transfer of funds provided to the ECIBCTC shall be made in quarterly installments. Installments may be paid more frequently pending documentation of the program being successfully implemented. In order for funds to be released, the ECIBCTC must submit a Risk Assessment Form and detailed cost projection for the first installment; followed by documentation of funding from the first installment, a detailed cost projection, and a Reporting Form for remaining installment(s) prior to release of funds. Documentation of funding from the final

installment and final Reporting Form shall be submitted after release of all funds. The County shall provide the Risk Assessment Form and Reporting Form templates to the ECIBCTC.

## **2. Roles and Responsibilities of the ECIBCTC.**

### **a. Oversight**

- i. The ECIBCTC agrees to cooperate with meetings conducted by Champaign County Board Members and/or County staff, as requested, to review Initiatives in progress.
- ii. The ECIBCTC will adhere to the ARPA Funds fiscal, accounting, and audit procedures that conform to Generally Accepted Accounting Principles (GAAP) and the requirements of federal Uniform Guidance (2 CFR Part 200).
- iii. The ECIBCTC will submit reporting information to the County as required by the Department of Treasury, upon request of the County. Information will include but is not limited to: Unique Entity ID (UEI) Number, Tax identification number, Initiative details and purpose, Initiative timeline and status, Initiative impact, expenditure information and status, copy of General Ledger (G/L) for ARPA-funded expenses for each reporting time period, copy of additional documentation as needed to support ARPA-funded transaction details, capital expenditure amounts and details, impacted populations, public health or economic impact experienced due to the pandemic, Initiative response to public health or negative economic impact due to the pandemic, Davis Bacon and Labor Reporting for capital expenditures over \$10 million if applicable. Reporting requirements will be specified by the County.
- iv. The ECIBCTC will provide to the County, upon reasonable notice, access to and the right to examine such books and records of the ECIBCTC as related to the Initiative and will make such reports to the County as the County may reasonably require so that the County may determine whether there has been compliance with this Agreement.
- v. No person shall be excluded from participation in initiatives the County is funding, be denied the benefits of such initiative, or be subjected to discrimination under any initiative or activity funded in whole or in part with the funds provided under this Agreement on the ground of race, ethnicity, color, national origin, sex, sexual orientation, gender identity or expression, religion, disability, or on any other ground upon which such discrimination is prohibited by law. The ECIBCTC understands that Executive Order 13985, Advancing Racial Equity and Support for Underserved Communities Through the Federal Government, applies to the use of ARPA Funds.
- vi. The ECIBCTC will comply with all applicable statutes, ordinances, and regulations. The ECIBCTC will not use any of these ARPA Funds for

lobbying purposes. If it is determined by the County that any expenditure made with the ARPA Funds provided under this Agreement is prohibited by law, the ECIBCTC will reimburse the County any amount that is determined to have been spent in violation of the law.

- vii. The ECIBCTC will enforce all applicable terms and requirements of this agreement with any subgrantees or partners of this Initiative and is liable for all subgrantee and partner activity related to this specific Initiative agreement.

**b. Initiative**

- i. Services: The ECIBCTC shall conduct activities toward development and operation of the Initiative under the following requirements:
  - 1. The ECIBCTC shall incur costs directly related to the Initiative between June 22, 2023 and December 31, 2024.
  - 2. The ECIBCTC shall conduct Initiative costs in accordance with the proposed budget and details provided in Attachment 1.
- ii. Governance: The Initiative activities shall be overseen by the ECIBCTC board of directors with the following responsibilities:
  - 1. Review reports and Initiative adherence.
  - 2. Approve significant changes in Initiative prior to implementation.

**3. Roles and Responsibilities of the County.**

- a. The County shall provide ARPA Funds to the ECIBCTC in the amount of up to \$200,000. The transfer of funds shall be provided to the ECIBCTC based on documentation and reporting for related project costs.
  - b. The County shall provide oversight as described in this Agreement for the purpose of ensuring that ARPA Funds are spent in compliance with federal law, and in compliance with the intended purpose of the funds as set forth in this Agreement.
  - c. The County is not responsible in any way for the operations of the ECIBCTC.
4. **Term.** This Agreement shall commence upon its execution between the Parties.
5. **Termination.** The Agreement may be terminated by either party upon a thirty-day notice in writing to the other party. Upon termination, the ECIBCTC shall provide to the County an accounting of the ARPA Funds and shall remit unspent ARPA Funds to the County. Additionally, if the ECIBCTC does not spend the ARPA Funds in accordance with the regulations and requirements specified in this Agreement, the ECIBCTC will be required to repay the County in the amount of ARPA funds that were utilized incorrectly.
6. **Amendments.** This Agreement may be amended only by an agreement of the parties executed in the same manner in which this Agreement is executed.

7. **Representations and Warranties.** Both Parties represent that they are fully authorized to enter into this Agreement. The performance and obligations of either Party will not violate or infringe upon the rights of any third-party or violate any other agreement between the Parties, individually, and any other person, organization, or business or any law or governmental regulation.
8. **Indemnity.** The ECIBCTC agrees to indemnify and hold harmless the County, its respective affiliates, officers, agents, employees, and permitted successors and assigns against any and all claims, losses, damages, liabilities, penalties, punitive damages, expenses, reasonable legal fees and costs of any kind or amount whatsoever, which result from the negligence of or breach of this Agreement by the ECIBCTC, its respective successors and assigns that occurs in connection with this Agreement. This section remains in full force and effect even after termination of the Agreement by its natural termination or the early termination by either party.
9. **Limitation of Liability.** UNDER NO CIRCUMSTANCES SHALL EITHER PARTY BE LIABLE TO THE OTHER PARTY OR ANY THIRD PARTY FOR ANY DAMAGES RESULTING FROM ANY PART OF THIS AGREEMENT SUCH AS, BUT NOT LIMITED TO, LOSS OF REVENUE OR ANTICIPATED PROFIT OR LOST BUSINESS, COSTS OF DELAY OR FAILURE OF DELIVERY, WHICH ARE NOT RELATED TO OR THE DIRECT RESULT OF A PARTY'S NEGLIGENCE OR BREACH.
10. **Severability.** In the event any provision of this Agreement is deemed invalid or unenforceable, in whole or in part, that part shall be severed from the remainder of the Agreement and all other provisions should continue in full force and effect as valid and enforceable.
11. **Waiver.** The failure by either party to exercise any right, power or privilege under the terms of this Agreement will not be construed as a waiver of any subsequent or further exercise of that right, power or privilege or the exercise of any other right, power or privilege.
12. **Conflicts.** In the event of an unresolvable dispute, both parties agree to participate in a mediation process and to split equally any costs associated with such. Any outcomes of mediation shall be in writing and binding on the parties.
13. **Legal and Binding Agreement.** This Agreement is legal and binding between the Parties as stated above. The Parties each represent that they have the authority to enter into this Agreement.
14. **Entire Agreement.** The Parties acknowledge and agree that this Agreement represents the entire agreement between the Parties. In the event that the Parties desire to change, add, or otherwise modify any terms, they shall do so only by an agreement of the parties executed in the same manner in which this Agreement is executed.

The Parties agree to the terms and conditions set forth above as demonstrated by their signatures as follows:

**THE COUNTY OF CHAMPAIGN**

**EAST CENTRAL ILLINOIS  
BUILDING & CONSTRUCTION  
TRADES COUNCIL**

A handwritten signature in blue ink, appearing to read "Steve Summers", written over a horizontal line.

Steve Summers, County Executive

A handwritten signature in blue ink, appearing to read "Kevin Sage", written over a horizontal line.

Kevin Sage, President



## **East Central IL Building & Construction Trades Council Mission Statement**

The mission of the East Central Illinois Building & Construction Trades Council is to maintain harmony and cooperation in the activities, functions, and interests of the Affiliated International Unions in the Building and Construction Industry of East Central Illinois; encourage equitable and harmonious labor-management adjustments of differences between employers, trades workers, and Local Unions in the construction industry; improve the health, jobs, safety, and economic conditions of building trades workers; encourage and promote the expansion of skill training, including fostering, developing, and advancing apprenticeship training; engage in legislative activity to promote, protect, and advance the interests of the building and construction trades unions and their members; and to engage in outreach in order to develop relationships with community leaders and organizations to promote equality and inclusion in all aspects of the building and construction trade industry.

# BUILT UNION

EAST CENTRAL ILLINOIS BUILDING & CONSTRUCTION TRADES COUNCIL .com

The East Central Illinois Building and Construction Trades Council – representing more than 75,000 local residents, who are members of 127 trade unions, is committed to increasing diversity in the ranks of our unions. Though we strive to have an inclusive culture internally and among our contractor partners, historically, we have struggled to do it.

**In partnership with the Champaign County Board, we have identified specific steps as a starting point for this initiative, providing a strong foundation from which these efforts can grow:**

 **Create a committee focused on increasing recruitment and pre-apprenticeship training for all residents**, with special attention to women and people of color. This committee would hold regular meetings with the ECIBCTC, County Board and community stakeholders to maintain accountability.

 **Identify ways to construct or lease a dedicated training space** for pre-apprenticeship training and classes designed to prepare individuals for union trades apprenticeships, to be led by a dedicated instructor.

 **Conduct bi-annual information sessions** focused on communities of color to provide detailed information on eligibility requirements for each trade union and how to apply.

 **Develop targeted outreach methods**, including social media, videos and brochures, providing information and guidance on apprenticeship applications.

 **Identify people of color and women in our trade unions** to be part of our outreach efforts, with a goal of becoming mentors.



We appreciate our many conversations with the Champaign County Board about these challenges and hope that through a partnership, we can support more members of underrepresented groups in getting into our apprenticeship programs.

We come to you committed to making a real difference in Champaign County, by providing living wages and strong benefits to those in all communities, with an emphasis on women and communities of color. Through leadership, commitment, innovation, and partnerships within the community, the ECIBCTC will ensure diversity and inclusion in the unionized construction sector of Champaign County.



Should the County Board be interested in these efforts, we would ask for your support in identifying community stakeholders who have a vested interest in partnering with us to help uplift our communities. We would also request your consideration for funding so that we can:

- Construct/lease a dedicated training facility
- Provide instructor salaries
- Stipends for mentorship efforts
- Advertising and printing

**Working together, we can increase the economic opportunity for all communities of Champaign County.**

<b><u>Rental:</u></b>		
Classroom & Shop Rent		\$ 24,000.00
Building/Room Rental for Informational Sessions		\$ 500.00
<b><u>Recruitment:</u></b>		
Brochures		\$ 500.00
Recruitment Video		\$ 5,000.00
Social Media Advertising		\$ 1,500.00
<b><u>Stipends:</u></b>		
Stipends for 12 Enrollees	\$15/hr for 20 wks of 20 hr/wk	\$ 72,000.00
12 Mentors	\$200/month for 12 months	\$ 28,800.00
6 Committee Members	\$50/month for 12 months	\$ 3,600.00
<b><u>Salary:</u></b>		
Director/Instructor	30 hrs/week at \$65/hr Total Package	\$ 101,400.00
<b><u>Curriculum:</u></b>		
NABTU MC3 Curriculum	\$100/Student	\$ 1,200.00
<b><u>Tools:</u></b>		
Hand Tools	Common Trade Hand Tools for 12 Enrollees	\$ 1,000.00
<b><u>Safety Equipment:</u></b>		
Safety Toe Boots	\$250 for 12 Enrollees	\$ 3,000.00
PPE	Hardhats, Gloves, Safety Glasses, High Vis, Face Shields	\$ 1,000.00
<b><u>Barrier Reduction:</u></b>		



Miscellaneous to be used to assist in unforeseen barriers such as childcare, glasses prescription, driver's license assistance, transportation, etc.	Average of \$500 per Enrollee	\$ 6,000.00
<b><u>Total for 1 year program</u></b>		\$ 249,500.00