

Resolution No. 16-1

WHEREAS, the Sangamon County Department of Community Resources (the Department) is seeking the approval of the Sangamon County Board (the Board) to establish a weatherization trainee program in partnership with Ameren of Illinois from September 4, 2018, through August 31, 2019.

WHEREAS, the Diversity Staffing Grant is sponsored by Ameren Illinois to provide an energy efficiency position in the Department while enabling the Department to increase capacity and provide an opportunity to a diverse trainee,

WHEREAS, the Department shall receive approximately \$54,906 from Ameren to provide an salary of \$30,000, benefits and overhead for the program in the effort to produce a multi-certified Weatherization inspector,

WHEREAS, The Department has submitted a job description, action plan, deliverables, and metrics to Ameren by which to evaluate program progress, will submit monthly and quarterly reports and bill Ameren for reimbursement,

WHEREAS, the Department will receive \$9,250 to provide energy education to Ameren Weatherization customers to teach energy education principles, issue coupons to assist clients with purchasing products from the Ameren Market for self-install, provide some measures with education and counseling and develop leads for the AIC appliance recycling program.

WHEREAS, the Board agrees to allow their name to appear on participating agency lists that might be offered on the program website and on other program marketing materials. The use of the Ameren Illinois name by the Department must be approved and authorized in writing, prior to use by the Department.

WHEREAS, Ameren will issue payment to the Department for approved items submitted in the budget including administrative, salary, health insurance FICA, WC, EAP, IMRF, Unemployment and training fees and travel and lodging expenses for training events.

WHEREAS, the Department will adhere to industry and program safety standards while traveling to and from project sites and performing any and all work associated with the program.

NOW, THEREFORE BE IT RESOLVED, by the members of the Board of Sangamon County, Illinois in session this 14th day of August, 2018 that the County is authorized to enter into a contract with Ameren to provide resources for a diverse trainee to become certified as a WX Assessor/Final Inspector.

Respectfully submitted,

Community Resources Committee

FILED

AUG 06 2018

Linda L. Sulgenzi, Chairman
L. Smith, Member
Rose Ruiz, Member

Jason [Signature], Member
_____, Member
_____, Member

Don [Signature]
Sangamon County Clerk
_____, Member

MEMORANDUM OF UNDERSTANDING

WHEREAS, Ameren Illinois Company, d/b/a Ameren Illinois ("Ameren Illinois" or "AIC") undertaken efforts in furtherance of Project #1: Energy Efficiency Diversity Staffing Grant and Project #2 Energy Efficiency Education and Counseling ("Project" or "Projects") and seeks local community partners to assist it in achieving its goals; and

WHEREAS, Sangamon County Department of Community Resources ("Community Partner") is a Community organization offering programs, services and referrals that promote stability and/or self-determination to improve quality of life for people with low incomes in Sangamon County located in Springfield, Illinois; and

WHEREAS, Community Partner has the expertise and resources to assist AIC and has the capabilities to create and hire for one new staff position tasked with assisting their weatherization technical inspector and complete training and certification and use their weatherization intake staff to educate their clients about the importance of energy efficiency and the different Ameren Illinois programs; and

WHEREAS, Community Partner agrees to assist AIC with creating an Energy Efficiency job for a diverse candidate and educating and enrolling potential participants in Ameren Illinois' residential and business programs; and

NOW, THEREFORE, in consideration of the mutual agreements contained herein, it is agreed between Community Partner and AIC (collectively "Parties") as follows:

1. Effective date. This memorandum of understanding ("Agreement" or "MOU") shall be effective on this 23rd day of July, 2018.
2. Responsibilities of the Community Partner.
 - A. Project #1: Energy Efficiency Diversity Staffing Grant.
 - i. Community Partner will create a new energy efficiency position within their organization. Community Partner will identify and hire one new staff person tasked with assisting their weatherization inspector and complete training and certification. The new staff position will complete relevant trainings and obtain certifications enabling them to work in Community Resources as an assessor/final inspector or at a local energy-related organization.
 - ii. Community Partner will develop an Identification of Career Training and Mentorship Plan including metrics and a Position Sustainability Plan.
 - iii. Community Partner will track data and regularly report on the number of Ameren IL customers served by new staffing grant recipient.
 - iv. Community Partner will mentor, evaluate and train the new staff person to ensure that they receive training and guidance that will lead to employable skills in the energy efficiency industry.
 - v. Community Partner will endeavor to assist the new staff person with receiving TCP, Energy Auditor, QCI (Quality Control Inspector), and Mobile Home training certificate, Healthy Home Evaluator, and OSHA certifications.

Completed training on energy efficiency and relevant Ameren programs	Select weatherization staff will complete training on energy efficiency and Ameren program offerings in order to educate their customers.	N/A	5/1/2019
Identify and work with weatherization customers by providing education and counseling	Identify and provide education and counseling to 30 weatherization clients who are in the process of receiving weatherization assessments and/or final inspections.	N/A	5/1/2019
Completed assessments	Community Partner's efforts should lead to the completion of assessments at 20 single family residences	N/A	5/1/2019
Quarterly Progress Reports	4 quarterly reports containing both programmatic and fiscal information	N/A	Quarterly: August 2018, October 2018, January 2019, April 2019
Final Report	Provides a complete overview of the past year program.	April 2019	May 2019

3. Responsibilities of Ameren Illinois.

- A. Delivery of supporting information, documentation and other resources as requested, including training as applicable.
- B. Review, feedback and/or approval of the Partner's deliverables.

4. Project Budget. The Parties hereby agree that the budget for this Project shall not exceed \$68,277.00.

<u>Task/Program</u>	<u>Total Cost</u>
<u>Project #1 Energy Efficiency Diversity Staffing Grant</u>	<u>\$59,027</u>
<u>Project #2 Energy Efficiency Education and Counseling</u>	<u>\$9,250</u>
<u>Total Not-to-Exceed Budget</u>	<u>\$68,277.00</u>

5. Payment Terms. AIC agrees to make payment to Community Partner upon the following terms:

venture, partnership, or any other legal relationship between Community Partner and AIC.

7. Entire Agreement. This Agreement represents the entire agreement between the Parties with respect to the subject matter identified herein and may not be modified except in writing.
8. Compliance with Law. Community Partners and AIC shall comply with all applicable provisions of local, state, and federal law relating to the performance of the terms of this Agreement. Community Partner acknowledges that AIC is subject to the regulation of the Federal Energy Regulatory Commission and the Illinois Commerce Commission, and agrees to cooperate with any information request concerning pending regulatory inquiries. This agreement shall be governed in accordance with Illinois law, and the Parties further agree that Illinois state or Federal court, as applicable, shall be the forum for the resolution of any civil suits brought in conjunction with this agreement. Parties further agree that each shall undertake all reasonable means to amicably resolve any disputes or disagreements concerning this agreement, and shall make reasonable efforts to confer in good faith prior to the initiation of any legal action.
9. Safety of Employees and Public. Community Partner hereby agree to undertake reasonable efforts to ensure the safety and security of AIC employees, customers, Community partner employees, and members of the public by ensuring the safety of facilities, conducting proper training of employees, undertaking background checks as necessary for agents and employees, and taking other additional and reasonable steps as appropriate. In the event Community partner has agents or employees that enter upon customer property or provide technical or installation services to customer facilities and fixtures, AIC may require that the Community partner register or participate in additional training; and AIC may require that Community partner execute an additional agreement or addendum that establishes additional safeguards necessary to protect employees and the public. Community partner agrees to notify AIC of any injury or other safety incident related to the Project as soon as possible, but in any event notification shall occur within 24 hours of the time such injury or safety incident becomes known to the Community partner.
10. Marketing. AIC may provide marketing material, customer education and promotional material, and website content to support Community Partner marketing and Project implementation efforts. Community Partner may only use marketing materials provided by AIC for the express purpose of promoting the Project, or distributed as-is to customers. Community Partner may propose to create supplemental marketing tactics for use of promoting the Project or during Project implementation, subject to review and pre-approval in writing by AIC before public release or use. AIC will respond to requests for pre-approval of marketing tactics within ten business days of receipt. AIC reserves the right to exclude Community Partner from participation in the Program for failure to secure written pre-approval of marketing tactics from AIC.
11. Use of Name and Logo. Community Partner agrees to allow its organization's name and logo to appear on the AIC's Partner list which may be used in reporting and discussing the Program and on Market Development Initiative promotional materials. The use of the Program and/or AIC's name and/or any logo by Community Partner must be approved and authorized in writing, prior to use, by AIC. Furthermore, all print and web marketing and advertising of the Program containing AIC's trademarked Program name(s), slogan(s) and logo(s), whether in print or electronic form, must be approved by AIC prior to any use, distribution or dissemination by Community Partner. With respect to use of party names and logos, each party shall adhere to any and all limitations imposed by the other party.