

**AGREEMENT BETWEEN ALACHUA COUNTY &
REBUILDING TOGETHER NORTH CENTRAL FLORIDA INC.
FOR ENERGY EFFICIENCY AND WEATHERIZATION OF
AFFORDABLE HOUSING GRANT PROGRAM MANAGEMENT SERVICES
NO. 13489**

This Agreement ("Agreement") is made by and between Alachua County, Florida, a political subdivision and charter county of the State of Florida, by and through its Board of County Commissioners (the "County") and Rebuilding Together North Central Florida, Inc., a Not For Profit Corporation which is authorized to do business in the State of Florida ("Contractor"), who are collectively referred to as the "Parties".

WITNESSETH:

WHEREAS, the coronavirus disease (COVID-19) has caused severe, intertwined public health and economic crises; and

WHEREAS, the American Rescue Plan Act of 2021 ("ARPA") established the Coronavirus State & Local Fiscal Recovery Funds ("SLFRF") to provide fundings to state, local and tribal governments to respond to the pandemic and its effects; and

WHEREAS, the Board of County Commissioners of Alachua County, Florida ("Board") has received funds under ARPA to address the impacts of the COVID-19 public health emergency; and

WHEREAS, the County desires to provide grant funds for is for utility efficiency upgrades to renters' homes in marginalized, low-income communities, an authorized use of the SLFRF; and

WHEREAS, the County has determined that they require an entity with experience to administer the grant program for utility efficiency upgrades to homes in marginalized, low-income communities: and.

WHEREAS, the County publicly issued a Request for Proposal (RFP) 22-336 seeking qualified 501c3 non-profit organizations to provide Energy Efficiency and Weatherization of Affordable Housing Grant Program Management Services; and

WHEREAS, after evaluating and considering all timely responses to the solicitation, the County identified Contractor as top ranked entity in the solicitation process; and

WHEREAS, the Contractor is willing to provide certain services to the County; and

WHEREAS, the County desires to engage Contractor to provide the services described herein.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt of which is acknowledged, the County and Contractor agree as follows:

1. **Recitals.** The foregoing recitals are incorporated herein.
2. **Scope.**
 - A. In accordance with the terms and conditions of this Agreement, Contractor agrees to provide certain services for the Energy Efficiency and Weatherization of Affordable

Housing Grant Program (herein referred to as the "Program" or "Project"), as more particularly described in the Scope of Services attached hereto as **Exhibit "1"**, and incorporated herein, and the Proposal attached hereto as **Exhibit "2"** ("Services"), for and as needed by the County. In the event of conflict between the Scope of Services and the Proposal, the provisions of the Scope of Services will prevail. As specified in Paragraph 4 of Exhibit 1 attached hereto, the Parties acknowledge that the County first intends implementation of the Program in a "Pilot" Project, as stated therein ("Pilot"). Contractor acknowledges that time is of the essence completing the Services.

- B. It is understood that the Services may be modified, to include expanding the Services including expansion beyond the Pilot, but to be effective and binding, any such modification must be in writing executed by both the Parties.
- C. The Parties agree and acknowledge that the Services provided by the Contractor are subject to funding award by United States Department of the Treasury through the American Rescue Plan (ARPA). The Contractor agrees to be bound by the terms of this Agreement and the ARPA, as applicable. Therefore, the Contractor shall work with the County on the submission of required metrics to the Department of the Treasury

3. **Term.** This Agreement is effective on the day the last Party signs it and continues until completion of the Services, unless earlier terminated as provided herein. The term of this Agreement may be extended upon separate written amendment executed by the Parties.

4. **Qualifications.** By executing this Agreement, Contractor makes the following representations to County:

- A. Contractor is qualified to provide the Services and will maintain all certifications, permits and licenses necessary to act as a Contractor and to provide the Services during the term of this Agreement.
- B. Contractor will perform the Services with the skill and care which would be exercised by a qualified Contractor performing similar services at the time and place such Services are performed. If failure to meet these standards results in a deficiency in the Services or the related tasks or designs, Contractor will, at his/her own cost and expense, re-do the Services to correct the deficiency, and Contractor shall be responsible for any and all consequential damages to the County arising from the deficiency.
- C. Contractor is familiar with the Services and the conditions of the site, location, project, and specifics of the Services to be provided, designed, or constructed.
- D. Contractor will coordinate, cooperate, and work with any other consultants and contractors retained by the County. The Parties acknowledge that there is nothing in this Agreement that precludes County from retaining other contractors for similar or same Services or from independently performing the Services provided under this Agreement on its own.

5. **Payment.**

- A. The County will pay and Contractor will accept, for the timely and complete performance of the Services described in this Agreement, payment based on the rates or pricing contained in the Payment Schedule attached hereto as **Exhibit "3"** and incorporated herein by this reference. The Parties agree that the amount to be paid to

Contractor for the Services required for the Project will not exceed the sum of **\$337,468.21**. Expansion of the Services beyond the Pilot, if at all at the discretion of the County, will result in a negotiated not to exceed sum based upon the pricing contained in the Payment Scheduled attached hereto, and effective upon written amendment to this Agreement executed by both Parties.

- B. As a condition precedent for any payment, Contractor must submit monthly invoices to the County requesting payment for Services properly rendered and expenses due, unless otherwise agreed in writing by the County. Contractor's invoice must describe the Services rendered, the date performed *[and the time expended, if billed by hour]*, and the person(s) rendering such Services. Contractor's invoice shall be accompanied by documentation or data in support of expenses, as the County may require. The invoice shall reflect the allocations as provided and shall state the percentage of completion as to each such allocation. Each invoice shall constitute the Contractor's representation to the County that the Services listed have reached the level stated, have served a public purpose, have been properly and timely performed, that the expenses included in the invoice have been reasonably incurred in accordance with this Agreement, that all obligations of Contractor covered by prior invoices have been paid in full, and that the amount requested is currently due and owing. Submission of the Contractor's invoice for final payment shall further constitute the Contractor's representation to the County that, upon receipt by the Contractor of the amount invoiced, all obligations of the Contractor to others, including its consultants and subcontractors, will be paid in full. Contractor shall submit invoices to the County at the following address, unless otherwise directed by the County:

Alachua County Office of Sustainability, Equity,
Economic and Strategic Development
12 SE 1st Street
Gainesville, FL 32601

- D. The County will make payment to Contractor for amounts properly invoiced, as set out below, and in accordance with the provisions of the Florida Prompt Payment Act, Chapter 218, Part VII, Florida Statutes.
- E. If the County has reasonable cause to suspect that any representations of Contractor relating to payment are inaccurate, the County may withhold payment of sums then or in the future otherwise due to Contractor until the inaccuracy, and the cause thereof, is corrected to the County Manager's or his/her designee's reasonable satisfaction.
- F. The County's performance and obligation to pay under this Agreement is contingent upon a specific annual appropriation by the Alachua County Board of County Commissioners ("Board"). The Parties hereto understand that this Agreement is not a commitment of future appropriations. Continuation of this Agreement beyond the term or the end of any County fiscal year shall be subject to both the appropriation and the availability of funds in accordance with Chapter 129, Florida Statutes; and that the failure of the Board to do so shall not constitute a breach or default of this Agreement.
- G. In the event any part of this Agreement or the Services, is to be funded by Federal, State, or other local agency monies, Contractor agrees to cooperate with County in

order to assure compliance with all requirements of the funding entity applicable to the use of the monies, including providing access to and the right to examine relevant documents related to the Services and as specifically required by the granting agency, and receiving no payment until all required forms are completed and submitted.

6. **Insurance.** Contractor will procure and maintain insurance throughout the entire term of this Agreement, including any term extensions, of the types and in the minimum amounts detailed in **Exhibit "4"** attached hereto and incorporated herein. A copy of a current Certificate of Insurance (COI) showing coverage of the type and in the amounts required is attached hereto as **Exhibit "4-A"**.

7. **County Property.** Contractor agrees to promptly, without delay, notify the County either in phone, email, or orally of any hazardous, dangerous, unsafe, or destructive conditions, trespassers, vandalism or damages that the Contractor or its employees or agents notices or is made aware of on County property, including inside any County owned or used facility. Contractor shall be responsible for initiating, erecting, and maintaining safety precautions, programs and materials in connection with the Services on County Property, including any industry, federal, state or local standards and requirements. Should an employee or agent of the Contractor suffer injury or damage to its/his/her person or property, the Contractor shall notify the County within a reasonable time of the occurrence.

8. **Deliverables.** All project deliverables and documents related to the Services are the sole property of County and may be used by County for any purpose. Any and all deliverables required by this Agreement to be prepared by Contractor, such as but not limited to plans, photographs, and specifications, will be done in such a manner that they shall be accurate, coordinated and adequate for the purposes intended. Contractor represents that the deliverables prepared under this Agreement will meet the requirements of all applicable federal, state and local codes, laws, rules and regulations. The County's review of the deliverables in no way diminishes the Contractor's representations pertaining to the deliverables.

9. **Permits.** Contractor will obtain, maintain, and pay for all necessary permits, permit application fees, licenses or any fees required for performing the Services.

10. **Alachua County Minimum Wage.** If, as determined by County, the Services to be performed under this Agreement are 'Covered Services', as defined under the Alachua County Government Minimum Wage Ordinance ("Wage Ordinance"), then during the term of this Agreement and any renewals, Contractor shall pay its 'Covered Employees', as defined in the Wage Ordinance, no less than the Alachua County Government Minimum Wage ("Minimum Wage"), as may be amended by the County. Contractor will require the same of its subcontractors and subconsultants who provide the Services. If applicable, Contractor will certify this understanding, obligation, and commitment to County through a certification, a copy of which is attached hereto as **Exhibit "5"**. Contractor will (a) post a copy of the Minimum Wage Rate in a prominent place of its principal place of business where it is easily seen by Covered Employees; (b) supply a copy to any Covered Employee upon request; (c) make any person submitting a bid for a subcontract for Covered Services aware of these requirements; and (d) include the necessary provisions in subcontracts to ensure compliance. The County shall not be deemed a necessary, or indispensable, party in any litigation between Contractor and subcontractor. At this time of execution of this Agreement, the prevailing Minimum Wage is as follows, which is subject to

change during the term of this Agreement, and will be updated, and be applicable, without the necessary of amendment to this Agreement:

\$16.00 per hour with qualifying health benefits amounting to at least \$2.00 per hour	\$18.00 per hour without health benefits
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If applicable to the Services under this Agreement and to Contractor, failure to comply with the provisions of the Wage Ordinance will be deemed a breach this Agreement and County is authorized to withhold payment of funds in accordance with Alachua County Code and Chapter 218, Florida Statutes.

11. **Default and Termination.**

- A. **Termination for Default:** The failure of Contractor to comply with any provision of this Agreement will place Contractor in default. If Contractor is in default or fails to perform in accordance with the terms or conditions of this Agreement, the County may provide a written notice of default. The County Manager and his/her designee is authorized to provide notice of default on behalf of County and notice may be sent electronically. If the default is not corrected within the allotted time as specifically provided in the notice of default, the County Manager is authorized to provide Contractor with written notice of termination of this Agreement on behalf of County. The effective date of termination of this Agreement will be the date specified in the notice of termination or, if no date is specified in the notice, then the effective date of termination will be the date that the notice of termination is received by the Contractor.
- B. **Termination for Convenience:** County may terminate the Agreement without cause by providing written notice of termination for convenience to the Contractor. County Manager and his/her designee is authorized to provide notice of termination on behalf of the County. Notice may be electronically given. Upon such notice, Contractor will immediately discontinue all Services for the County currently or to be provided to the County, unless the notice from the County directs otherwise. The effective date of termination of this Agreement will be the date specified in the notice of termination or, if no date is specified in the notice, then the effective date of termination will be the date that the notice of termination is received by the Contractor.
- C. **Termination for Unavailability of Funding:** If funds to finance this Agreement become unavailable, as determined by the County, County may terminate this Agreement upon written notice to Contractor. County Manager and his/her designee is authorized to provide notice of termination on behalf of the County. Notice may be electronically given. The effective date of termination of this Agreement will be the date specified in the notice of termination or, if no date is specified in the notice, then the effective date of termination will be the date that the notice of termination is received by the Contractor.
- D. Upon termination of this Agreement based upon the above, the County may obtain the Services from any other sources, firms, and individuals, and may use any method deemed in the County's best interest. Upon termination, Contractor will deliver to County all data, drawings, specifications, reports, estimates, summaries, and other records as may have been accumulated by Contractor in performing this Agreement, whether completed or in draft. In the event of termination, Contractor's recovery

against County shall be limited to that portion of this Agreement amount earned through the date of termination. Contractor shall not be entitled to any other or further recovery against County, including, but not limited to, damages, consequential or special damages, or any anticipated fees or profit on portions of the Services not performed.

12. **Indemnification.** CONTRACTOR HEREBY WAIVES AND RELEASES, AND AGREES TO PROTECT, DEFEND, INDEMNIFY AND HOLD HARMLESS ALACHUA COUNTY AND ITS BOARD OF COUNTY COMMISSIONERS, OFFICERS, EMPLOYEES, VOLUNTEERS, AND ATTORNEYS (COLLECTIVELY "ALACHUA COUNTY") FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, PENALTIES, EXPENSES, AND CAUSES OF ACTION OF ANY AND EVERY DESCRIPTION, AND DAMAGES, INCLUDING ATTORNEYS' FEES AND COSTS, BROUGHT AGAINST ALACHUA COUNTY RESULTING FROM ANY ACCIDENT, INCIDENT OR OCCURRENCE ARISING OUT OF OR IN CONNECTION WITH AN ACT, ERROR OR OMISSION OF CONTRACTOR OR CONTRACTOR'S EMPLOYEES, OFFICERS, AGENTS, ASSIGNS OR SUBCONTRACTORS IN CONNECTION WITH THE PERFORMANCE OF THE SERVICES SET FORTH IN THIS AGREEMENT, INCLUDING ATTACHED EXHIBITS, OR FROM CONTRACTOR'S ENTRY ONTO ALACHUA COUNTY'S PROPERTY AND ANY AND ALL IMPROVEMENTS THEREON. This obligation shall in no way be limited in any nature by any limitation on the amount or type of Contractor's insurance coverage. In the event the County is alleged to be liable on account of alleged acts or omissions, or both, of Contractor or Contractor's employees, representatives or agents, then Contractor will investigate, respond to and provide a defense for any allegations and claims, at Contractor's sole costs and expense. Furthermore, Contractor will pay all costs, fees and other expenses of any defense, including but not limited to, all attorneys' fees, court costs and expert witness fees and expenses. Contractor and County will jointly cooperate with each other in the event of any litigation, including any request for documentation. This indemnification provision will survive the termination of this Agreement. Nothing contained herein shall constitute a waiver by the County of sovereign immunity or the provisions or limitation of liability of §768.28, Florida Statutes, as may be amended.

13. **Subrecipient Requirements and Certifications.**

A. The Contractor will comply with all federal, state and local laws and all requirements published in the guidance and final rules regarding the usage of funds appropriated under the ARPA. The Parties acknowledge that due to source of funding to be utilized by the County for payment under this Agreement, the Contractor is defined as a subrecipient of federal funds, specifically those provided by the U.S. Department of the Treasury through SLFRF and ARPA. The Contractor, as a subrecipient, will comply with the certain federal rules, regulations, laws, guidance, conditions, and reporting requirements, as applicable to ARPA funds, and as may be amended during the term of this Agreement, whether or not such law or regulation is expressly provided herein. County acknowledges that the Program is an eligible use of assistance under ARPA and the Contractor agrees that payment provided under this Agreement utilizing such funds will be spent by the Contractor on this eligible use. The Contractor shall ensure that the expenditure of such funds are only eligible uses as stated in federal rules, regulations, laws, and guidance in effect on the effective date of this Agreement, or as may be amended during the term of this Agreement. No part of the funding provided

by the County to the Contractor by way of this Agreement shall be used for a task or project that conflicts with or contravenes the purpose of the ARPA rules, guidance, and federal law, and may not be used in violation of their terms and conditions or conflict of interest requirements.

- B. Failure to comply with this provision will result in termination for cause of this Agreement. The Parties acknowledge that ARPA funding is subject to control of the U.S. Department of the Treasury and may be withdrawn, encumbered, or removed or otherwise made unavailable, whether earned or promised. The Parties hereto understand that this Agreement is not a commitment of future appropriations.
- C. The Parties acknowledge that recipients of federal funding are required to meet legal requirements relating to nondiscrimination. These requirements include, but are not limited to: Title VI of the Civil Rights Act as amended, Title VIII of the Civil Rights Act of 1968 as amended, and the Department's implementing regulations 31 CFR part 22, Section 504(b), Section 504 of the Rehabilitation Act of 1973, Title IC of the Education Amendments of 1972, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Equal Employment Opportunity, and the Department's implementing regulations. The Parties acknowledge that other applicable laws and regulations, outside of the SLFRF or ARPA requirements, may also apply, whether or not such law or regulation is expressly provided herein.

14. **Notice.** Except as otherwise provided in this Agreement, any notice from either Party to the other Party must be in writing and delivered by hand delivery with receipt or sent by certified mail, return receipt requested, to the addresses below. All notices will be deemed delivered five (5) business days after mailing. Each Party may change its mailing address by giving the other Party, written notice of election to change the address.

To Contractor:

Rebuilding Together North Central Florida
4550 SW 41st Blvd, Suite 2
Gainesville, FL 32608

To County:

Office of Sustainability, Equity, Economic
and Strategic Development
12 SE First Street
Gainesville, FL 32601

briley@alachuacounty.us

cc: With a copy electronically sent to:

Alachua County Procurement, Attn: Contracts
acpur@alachuacounty.us

Clerk of Court, Attn Finance & Accounting
dmw@alachuaclerk.org

15. **Standard Clauses.**

A. **Public Records.** In accordance with § 119.0701, Florida Statutes, Contractor, *when acting on behalf of the County*, shall as required by Florida law:

1. Keep and maintain public records required by the County to perform the Services.

2. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Florida law or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Agreement and following completion of the Agreement if Contractor does not transfer the records to the County.
4. Upon completion of the Agreement, transfer, at no cost, to the County all public records in possession of Contractor or keep and maintain public records required by the County to perform the Services. If Contractor transfers all public records to the County upon completion of the Agreement, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Contractor keeps and maintains public records upon completion of the Agreement, Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the County's information technology systems.

IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE COUNTY'S PUBLIC RECORDS CUSTODIAN AT publicrecordsrequest@alachuacounty.us OR (352) 264-6906 OR 12 SE 1ST STREET, GAINESVILLE, FL 32601.

If Contractor fails to comply with this section, Contractor will be deemed in default under this Agreement. The County may enforce as set forth in §119.0701, Florida Statutes. Contractor who fails to provide the public records in response to a request within a reasonable time may be subject to penalties imposed under §119.10, Florida Statute, and costs of enforcement, including fees, under §119.0701 and §119.12, Florida Statutes.

Contractor will take reasonable measures to protect, secure and maintain any data held by Contractor in an electronic form that is or contains exempt, confidential, personal information or protected information, as defined by Florida or federal law, related to or in connection with performance of the Services. If Contractor suspects or becomes aware of a security breach or unauthorized access to such data by a third party, Contractor shall immediately notify the County in writing and will work, at Contractor's expense, to prevent or stop the data breach.

B. Confidential Information. During the term of this Agreement, Contractor may claim that some of Contractor's information, including, but not limited to, software documentation, manuals, written methodologies and processes, pricing, discounts, or other considerations (hereafter collectively referred to as "Confidential Information"), is, or has been treated as confidential and proprietary by Contractor in accordance with §812.081, Florida Statutes, or other law, and is exempt from disclosure under the Florida's public record laws. Contractor shall clearly identify and mark Confidential Information as "Confidential Information" or "CI" and the County shall use reasonable efforts to maintain the confidentiality of the Confidential Information that is clearly identified by Contractor. County will promptly notify Contractor in writing if the County

receives a request for disclosure of Contractor's Confidential Information. Contractor may assert any exemption from disclosure available under applicable law or seek a protective order against disclosure from a court of competent jurisdiction. Contractor shall protect, defend, indemnify, and hold harmless Alachua County and its commissioners, officers and employees from and against any claims, actions and judgments arising out of a request for disclosure of Confidential Information or relating to violation or infringement of trademark, copyright patent, trade secret or intellectual property right; however, the foregoing obligation shall not apply to County's misuse or modification of Contractor's Confidential Information in a manner not contemplated by this Agreement. Contractor shall investigate, handle, respond to, and defend, at Contractor's sole cost and expense, any such claim, even if any such claim is groundless, false, or fraudulent. Contractor shall pay for all costs and expenses related to such claim, including, but not limited to, payment of attorneys' fees, costs and expenses. If Contractor is not reasonably able to modify or otherwise secure for the County the right to continue using the good or product, Contractor shall remove the product and refund the County the amounts paid in excess of a reasonable rental for past use. Upon completion of this Agreement, the provisions of this paragraph shall continue to survive. Contractor releases the County from claims or damages related to disclosure by the County.

C. Auditing Rights and Information. County reserves the right to require the Contractor to submit to an audit, by any auditor of the County's choosing. Contractor shall provide access to all of its records, which relate directly or indirectly to this Agreement at its place of business during regular business hours. Contractor shall retain all records pertaining to this Agreement and upon request make them available to County for three (3) complete calendar years following expiration or termination of the Agreement. Contractor agrees to provide such assistance as may be necessary to facilitate the review or audit by the County to ensure compliance with applicable accounting and financial standards. If an audit inspection or examination pursuant to this section discloses overpricing or overcharges of any nature by the Contractor to the County, Contractor shall pay to County the Overcharged Amount which is defined as the total aggregate overcharged amount together with interest thereon (such interest to be established at the rate of 12% annum). Any adjustments or payments which must be made as a result of any such audit or inspection of the Contractor's invoices or records must be made. If the Overcharged Amount is equal to or greater than \$50,000.00, Contractor shall pay to County the Overcharged Amount and the Audit Amount which is defined as the total aggregate of County's reasonable audit costs incurred as a result of its audit of Contractor. County may recover the Overcharged Amount and the Audit Amount, as applicable, from any amount due or owing to Contractor whether under this Agreement and any other agreement between Contractor and County. If such amounts owed to Contractor are insufficient to cover the Overcharged Amount and Audit Amount, as applicable, then Contractor hereby shall pay such remaining amounts to County. Payment is due within a reasonable amount of time, but in no event may the time exceed sixty (60) calendar days, from presentation of the County's audit findings to Contractor. In no event shall the Overcharged Amount or the Audit Amount be deemed a reimbursable cost of the work or Services. This provision is hereby considered to be included within, and applicable to, any subcontractor agreement entered into by the Contractor in performance of the Services under this Agreement. The access, inspection, copying and auditing rights shall survive the termination of this Agreement.

D. Laws & Regulations. Contractor will comply with all federal, state, and local laws, ordinances, regulations, rules and code requirements applicable to the work required by this Agreement. Contractor is presumed to be familiar with all laws, ordinances, regulations, and rules

that may in any way affect the work outlined in this Agreement. If Contractor is not familiar with laws, ordinances, rules and regulations, Contractor remains liable for any violation and all subsequent damages, penalties, or fines.

E. Governing Law and Venue. The laws of the State of Florida shall govern this Agreement and the duties and obligations stated within this Agreement. Sole and exclusive venue for all actions arising under this Agreement shall be in a court of competent jurisdiction in and for Alachua County, Florida.

F. Amendment and Assignment. The Parties may only modify or amend this Agreement by a mutual written agreement of the Parties. Neither Party will assign or transfer any interest in this Agreement without prior written consent of the other Party. The County and Contractor each bind the other and their respective successors and assigns in all respects to all of the terms, conditions, covenants, and provisions of this Agreement.

G. Additional Services. Additional services not specifically identified in this Agreement may be added to the Agreement upon execution of a written amendment by the Parties.

H. Third Party Beneficiaries. This Agreement does not create any relationship with, or any rights in favor of, any third party.

I. Independent Contractor. In the performance of this Agreement, Contractor is acting in the capacity of an independent Contractor and not as an agent, employee, partner, joint venturer, or associate of the County. Contractor is solely responsible for the means, method, technique, sequence, and procedure utilized by Contractor in the full performance of the Services referenced in this Agreement.

J. E-Verify. Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor during the term of the Agreement. Contractor shall expressly require any subcontractors performing work or providing Services under this Agreement to utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the term of this Agreement. The E-Verify system is located at <https://www.uscis.gov/E-Verify>

K. Conflict of Interest. Contractor warrants that neither Contractor nor any of Contractor's employees have any financial or personal interest that conflicts with the execution of this Agreement. The Contractor shall notify County of any conflict of interest due to any other clients, contracts, or property interests.

L. Prohibition Against Contingent Fees. As required by §287.055(6), Florida Statutes, the Contractor warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the Contractor to solicit or secure this Agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Contractor any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. If Contractor breaches this provision, the County has the right to terminate this Agreement without liability, and at the County's discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

M. Force Majeure. The Parties will exercise every reasonable effort to meet their respective duties under this Agreement but will not be liable for delays resulting from force majeure or other causes beyond their reasonable control, including, but not limited to, compliance with any government laws or regulation, acts of nature, fires, strikes, national disasters, pandemics, wars, riots, transportation problems and any other cause whatsoever beyond the reasonable control

of the Parties. Any such cause will reasonably extend the performance of the delayed duty to the extent of the delay so incurred and so agreed by the Parties.

N. Public Entity Crimes. A person or affiliate who has been placed on the convicted vendor list following a conviction of a public entity crime may not be awarded or perform work as a Contractor, supplier, subcontractor, or consultant under a contract with any public entity in excess of the threshold amount provided in Florida Statutes, Section 287.017 for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

O. Collusion. By signing this Agreement, Contractor declares that this Agreement is made without any previous understanding, agreement, or connections with any persons, Contractors or corporations and that this Agreement is fair, and made in good faith without any outside control, collusion, or fraud.

P. Counterparts. This Agreement may be executed in any number of and by the Parties on separate counterparts, each of which when so executed shall be deemed to be an original, and such counterparts shall together constitute but one and the same instrument. Receipt via email with pdf attachment by a party or its designated legal counsel of an executed counterpart of this Agreement shall constitute valid and sufficient delivery in order to complete execution and delivery of this Agreement and bind the Parties to the terms hereof.

Q. Severability and Ambiguity. It is understood and agreed by the Parties that if any of the provisions of the Agreement shall contravene or be invalid under the laws of the State of Florida, such contravention or invalidity shall not invalidate the entire Agreement, but it shall be construed as if not containing the particular provision(s) held to be invalid, and the rights and obligations of the Parties shall be construed and enforced accordingly. This Agreement shall not be construed more strictly against one Party than against the other Party, merely due to fact that it may have been prepared by one of the Parties. Each Party represents and agrees that it has had the opportunity to seek the advice of appropriate Contractors, including legal counsel, in the review and execution of this Agreement.

R. Electronic Signatures. The Parties agree that an electronic version of this Agreement shall have the same legal effect and enforceability as a paper version. The Parties further agree that this Agreement, regardless of whether in electronic or paper form, may be executed by use of electronic signatures. Electronic signatures shall have the same legal effect and enforceability as manually written signatures. Delivery of this Agreement or any other document contemplated hereby bearing a manual written or electronic signature, by electronic mail in "portable document format" (".pdf") form, or by any other electronic means intended to preserve the original graphic and pictorial appearance of a document, will have the same effect as physical delivery of the paper document bearing an original or electronic signature.

S. Entire Agreement. This Agreement constitutes the entire Agreement and supersedes all prior written or oral agreements, understandings, or representations of the Parties.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on the respective dates under each signature: by Alachua County, Florida by its representative who is authorized to sign, and by Contractor, through its duly authorized representative.

CONTRACTOR

By: 

Print: R.D. Boardman

Title: Executive Director

Date: 11/17/2022

IF THE CONTRACTOR IS NOT A NATURAL PERSON, PLEASE PROVIDE A CERTIFICATE OF INCUMBENCY AND AUTHORITY, OR A CORPORATE RESOLUTION, LISTING THOSE AUTHORIZED TO EXECUTE CONTRACTS ON BEHALF OF YOUR ORGANIZATION OR ENTITY. IF ARE A NATURAL PERSON, THEN YOUR SIGNATURE MUST BE NOTARIZED.

ALACHUA COUNTY, FLORIDA

By: _____

_____, Chair
Board of County Commissioners

Date: _____

ATTEST

Approved as to form:

J.K. "Jess" Irby, Esq., Clerk
(SEAL)

Alachua County Attorney's Office

Exhibit 1: Scope of Services

1. General Requirements:

- 1.1. The Contractor shall, on behalf of the County, manage the Alachua County Energy Efficiency and Weatherization Grant Program to provide weatherization and energy efficiency upgrades to qualified rental households whose annual income is at 50% AMI or below and who pay their own utility usage. The funding goal is to lower utility bills for low-income residents in rental housing while preserving affordability.
- 1.2. Data tracking to prove program success in the form of utility bill savings will be required. In addition, the County requires tracking of utility savings to be converted to carbon offsets.
- 1.3. The Contractor acknowledges that the program is the American Rescue Plan (ARPA) and that they are responsible for reporting required Treasury metrics.

2. Program Requirements

2.1. Alachua County Energy Efficiency and Affordable Housing Grant Program Requirements

2.1.1. Energy burden disproportionately impacts renters. Practical, low-cost, long-return investments in a home's utility efficiency are, by the nature of rental agreements challenging to justify for renters and property owners. The property owner does not typically pay for utilities or control usage, while the renter, if lower-income, has little to no incentive or resources to invest in home upgrades. This is especially so for renters in marginalized communities. These populations may only find sub-standard properties that are only relatively affordable. Rental units in these areas may have older building systems, problems with openings in the envelope, and more significant utility expenses than similar- sized properties in more affluent neighborhoods.

2.1.2. The Contractor shall administer the grant program for utility efficiency upgrades to renters' homes in marginalized, low-income communities. The goal of this program is to directly benefit these community members by lowering their monthly utility bills and thus increasing the number of energy and water-efficient homes while at the same time retaining their affordability.

2.2. Contractor Administrator Program Requirements

2.2.1. Contractor will assist the County in any ARPA-related program documentation and analysis.

2.2.2. Community partnerships are strongly encouraged. The Contractor is encouraged to create partnerships with academic institutions for utility tracking and reporting verification and neighborhood groups for participation and outreach.

2.2.3. The Contractor must regularly report results per ARPA and County requirements. The Contractor must act as the main point of contact for property

owners and tenants.

2.2.4. The Contractor must communicate all Program Eligibility for Property Owners and Renters terms orally and in writing, documenting their agreement and applicability of both property owners and tenants before starting work.

2.2.5. The Contractor must meet ARPA recordkeeping and reporting requirements, including all programmatic equity requirements and Negative Economic Impacts EC2.

2.2.6. The Contractor will coordinate with the County's Community Support Services Department in issuing a lien on the grant-funded property.

2.2.7. Funding can be used toward capital energy efficiency upgrades (see Eligible Upgrades). An approved and licensed contractor must be used. Photos of these updates must be taken and submitted to the County, in a method that is agreed to by the Parties.

2.2.8. Improvements must be shown to directly reduce the cost of utility bills and result in verifiable energy savings for the tenants.

2.2.9. The Contractor must maintain the pre-award rent levels, with an increase of no more than the annual increase in the Consumer Price Index, for the following period outlined in Property Owner Award and Affordability Commitment.

2.3. Service to Residents

2.3.1. The Grant Program seeks to serve populations that are:

2.3.1.1. Renters with incomes at or below 50% AMI.

2.3.1.2. Renters must pay their utility bills.

2.3.1.3. Renters in demonstrable marginalized and low-income neighborhoods, per definitions and guidelines outlined in the American Rescue Plan (ARPA) Final Rule and associated guidance documents.

2.3.1.4. Willing landlords.

2.3.1.5. Qualified buildings must not need structural or roof repair.

2.4. Program Funding Based on Property Owner Commitment

2.4.1. Funding for utility upgrades depends on the landlord's commitment to keeping units affordable. Greater levels of financing of improvements are available for longer-term commitments.

2.4.2. 3-year commitment funding up to \$5000,

2.4.3. 5-year commitment funding between \$5,000 to \$10,000,

2.4.4. 7-year commitment funding between \$10,000 to \$15,000

2.4.5. Landlords that do not commit to the property's affordability will return all

invested program funds to the County. The returned funds will include an administrative fee of at least 10% if the grant is paid back early. All participating properties will have a lien placed on them. The lien will be removed at the termination of the funding period.

3. Funding

3.1. The County has \$3 million in American Rescue Plan (ARPA) funding budgeted for this Program. Out of these funds, up to \$15,000 per building unit is available for eligible rental property owners within the unincorporated areas of Alachua County and smaller municipalities. This grant is focused on electricity efficiency and not natural gas.

4. Pilot Project

4.1. Before the full-scale Program moves forward, the Contractor will coordinate a targeted pilot project to test programmatic methodology, refine outreach efforts, and measure results across various housing types and locations.

4.2. The Pilot Scale Project will have funding of up to \$500,000. If the pilot is successful in outcomes and uptake, the County will consider \$2.5 million in additional funds for a full-scale program. Any unused pilot project funds will roll forward into the full-scale program.

4.3. Pilot Scale Project Estimated Timeline: (Start) January 16, 2023.

4.4. Full-Scale Project Estimated Timeline: (Start) August 18, 2023_(All Funds Obligated) December 31, 2024 (Program End) December 31, 2026

4.5. Pilot Project Locations

4.5.1. SWAG Area (unincorporated area),

4.5.2. East Gainesville (unincorporated area),

4.5.3. One or more of the following smaller cities, Archer, Hawthorne, or Waldo.

5. Measurement, Analysis, And Reporting

5.1. Data tracking to prove program success in the form of utility bill savings will be required. In addition, the County requires tracking of utility savings to be converted to carbon offsets.

5.2. The Contractor will recommend to the County refinements to the program, metrics, and project timeline before implementing the full-scale program. The Pilot Program and Full-Scale Program will have baseline data collection points to track renter outcomes. Solicitation of Interest respondents are encouraged to develop additional data points with an outcome focus.

5.3. Data Collection Points for ARPA Reporting

5.3.1. All American Rescue Plan Compliance and Reporting Requirements including but not limited to Negative Economic Impacts for households.

See US Treasure Reporting Guidance.
<http://www.treasury.gov/SLFRPReporting>

- 5.3.2. All American Rescue Plan data reporting requirements for applying funds in low- income and economically disadvantaged communities.

5.4. Community-Wide Efficiency and Affordability Outcomes Reporting Metrics

- 5.4.1. The Contractor shall report all necessary data collection points on the following outcomes:

- 5.4.1.1. Utility Consumption and Cost Reduction Post Intervention in kWh, kGals, Therms, and related metrics.
- 5.4.1.2. Number of homes assisted with total family members served.
- 5.4.1.3. Number and type of improvements made.
- 5.4.1.4. Number of time-sensitive utility housing concerns addressed by the services.
- 5.4.1.5. Increase in the safety and independence of elderly and or disabled residents served by the services.
- 5.4.1.6. Rental cost of home and post improvement verification that the rental cost is still affordable per the program terms.
- 5.4.1.7. Support for local, minority, and women-owned businesses via subcontracted services.
- 5.4.1.8. Estimated carbon offset resulting from 1) education and utility bill management awareness, and 2) home efficiency improvements.

- 5.5. The Contractor shall submit a simplified carbon reduction calculation methodology as part of their proposal to determine the value of the efficiency and behavior offset. Any methodology shall be based upon a recognized institutional or educational review of the Contractor program and delivery of services.

6. Program Eligibility for Property Owners And Renters

- 6.1. Property Owners must agree to keep the units affordable for a specified period after the improvements per **Property Owner Award and Affordability Commitment** below.

- 6.1.1. Property Owners must agree to repay the cost of the improvements plus a 10% early withdrawal penalty if they change the unit's affordability or sell it.
- 6.1.2. Buildings must be located within unincorporated areas of Alachua County, FL, or the smaller municipalities within Alachua County.
- 6.1.3. Building tenant must make an annual income at or below 50% AMI and is responsible for paying their utility usage.

- 6.1.4. Properties with structural and life-safety issues are not eligible.
- 6.1.5. Properties with leaking roofs are not eligible.
- 6.1.6. Properties that would require significant electrical panel and wiring improvements in order to take advantage of **Eligible Upgrades** are not eligible to participate.
- 6.1.7. Properties must have a functioning sewer and or septic system.
- 6.1.8. Properties must be available for pre and post-assessments and utility bill tracking.
- 6.1.9. Residents must engage in a utility bill review and education opportunity.
- 6.1.10. Single-family, duplex, and quadplex units are the only permissible housing types for program participation.

6.2. Property Owner Award and Affordability Commitment

- 6.2.1. Award Amount Years to Remain Affordable
 - 6.2.1.1. Up to \$5000 Three years
 - 6.2.1.2. \$5001 to \$10,000 Five years
 - 6.2.1.3. \$10,001 to \$15,000 Seven years
- 6.3. The building owner must provide a copy of the rental agreement or other proof of rental rate annually for the duration of the grant period, as listed in **Property Owner Award and Affordability Commitment**.
- 6.4. Participating properties must first undergo an energy efficiency and property eligibility assessment. All information is to be documented. The following housing issues are to be noted in the assessment and will make the home ineligible for upgrades: below code electrical systems & panels, leaking roofs, structural and life safety issues, and non-functioning septic systems. If the property owners addresses these deficiencies, they may be reconsidered for participation in the grant program.
- 6.5. Once this assessment is complete, the property will be eligible for upgrades. As part of the assessment, the following can be provided at no cost:
 - 6.5.1. Residential utility bill review and education
 - 6.5.2. Energy-efficient light bulbs
 - 6.5.3. Water-saving showerheads and faucet aerators
 - 6.5.4. Pipe insulation on AC refrigerant line and hot water heater
 - 6.5.5. Insulation for hose bib and exposed exterior water pipes

- 6.5.6. Toilet tank banks/displacement bags
- 6.5.7. Evaluation of the efficiency of major appliances
- 6.5.8. Cleaning refrigerator coils
- 6.5.9. Checking air filters
- 6.5.10. Conservation behavior education
- 6.5.11. Gaskets for receptacles and switches
- 6.6. Participating properties must undergo a pre and post-energy efficiency inspection upon completion of work.
- 6.7. If the affordability of the property is changed or if the property is sold at any time before the end of the grant duration (see **Property Owner Award and Affordability Commitment**), the grant must be paid back in full plus a 10% administrative penalty.

7. Eligible Upgrades

7.1. Envelope Upgrades

- 7.1.1. Wall insulation. Add insulation to building walls. Preference is given if postimplementation R-value exceeds the current building energy code minimum.
- 7.1.2. Attic/Roof/Ceiling insulation. Add insulation to building attic/roof/ceiling. Preference is given if post- implementation R- value exceeds the current building energy code minimum.
- 7.1.3. Air sealing. Seal air leaks with fire caulk to reduce air infiltration. Includes caulking, weather stripping, and sealing around doors, windows, and other locations of uncontrolled airflow. Where feasible, a blower door test should be used to measure air leakage before and after measure implementation.
- 7.1.4. Window replacement. Replace existing windows with ENERGY STAR certified windows. Preference is given if the U- value of new windows meets the current building energy code minimum.

7.2. Appliance Upgrades

- 7.2.1. Clothes washer. Replace existing clothes washer with ENERGY STAR certified clothes washer. Applies only to equipment installed within the dwelling unit; not applicable for equipment in common areas.
- 7.2.2. Clothes dryer. Replace existing clothes dryer with ENERGY STAR certified clothes dryer. Applies only to equipment installed within the dwelling unit, not applicable for equipment in common areas.
- 7.2.3. Refrigerator and freezer. Replace existing refrigerators and freezers with

ENERGY STAR-certified equipment.

7.2.4. Room air conditioners. Replace existing room air conditioners with ENERGY STAR-certified equipment.

7.2.5. Advanced power strip. Install Tier 1 or Tier 1 advanced power strip on an entertainment center or home office equipment. Advanced power strips automatically shut off equipment based on a master load (Tier or occupant sensor (Tier 2)).

7.2.6. Appliance recycling. Recycle inefficient room air conditioners, refrigerators, and freezers to take them out of circulation.

7.3. Lighting Upgrades

7.3.1. LED Lighting. Replace existing interior or exterior lamps and/or fixtures with LEDs.

7.4. HVAC Upgrades

7.4.1. Central Air Conditioning. Install an appropriately sized, high-efficiency central air conditioning system that meets or exceeds ENERGY STAR standards.

7.4.2. Mini-split Air Conditioning. Install high-efficiency mini-split system meeting or exceeding ENERGY STAR standards.

7.4.3. Packaged Terminal Air Conditioner (PTAC) or Packaged Terminal Heat Pump (PTHP). Install high efficiency packaged terminal air conditioner (PTAC) or packaged terminal heat pump (PTHP). The efficiency of new equipment must exceed the current building energy code minimum.

7.4.4. Ground Source Heat Pump. Install ground source heat pump system meeting or exceeding ENERGY STAR standards.

7.4.5. Furnace Blower Motor (ECM). Retrofit existing furnace distribution system supply fan motor with electronically commutated (EC) motor.

7.4.6. Smart Thermostat. Install programmable, learning, or connected thermostats to configure heating and cooling temperature setpoint setbacks.

7.4.7. Duct Sealing. Seal air leaks and add insulation to heating and cooling distribution system ducts in unconditioned spaces.

7.5. Domestic Hot Water Upgrades

7.5.1. Low-flow water fixtures – Shower. Install low-flow showerheads. To qualify, the flow rate must be at least 0.5 gallons per minute less than the existing showerhead.

7.5.2. Low-flow water fixtures – Faucet. Install a low-flow faucet aerator on bathroom or kitchen faucets. Flow rate must be less than 1.5 gallons per minute for bathrooms and less than 2.2 gallons per minute for kitchens.

7.5.3. Pipe Insulation. Install insulation on uninsulated domestic hot water distribution piping. Applies only to electric domestic hot water heaters.

7.5.4. Small-scale Electric Water Heaters. Replace existing domestic hot water heater with a 110V (15 Gal) Electric Water Heaters

7.6. Other

7.6.1. Low-flow water fixture – Toilet. Install WaterSense toilet.

Exhibit 2: Proposal

Rebuilding Together North Central Florida RFP 22-336-LC Full Proposal (part 1 of 1)

1. Organizational Capacity

A. Describe your agency's demonstrated capacity with similar programs and targeted populations.

Rebuilding Together North Central Florida (RTNCF) has provided critical home repair, rehabilitation, and energy-efficiency services to low-income homeowners formally in Alachua County, Florida in an official capacity for over 17 consecutive years.

Efforts to assist low-income homeowners in repairing unsafe conditions began in 1998 as a volunteer effort named Rebuild Gainesville, Inc. which incorporated in May, 2005 as a nonprofit organization to access greater numbers of volunteers and donors and to expand services to additional homeowners within Gainesville, FL. In 2008 the grassroots organization affiliated with the National Rebuilding Together network, changing its name to Rebuilding Together North Central Florida, widening the service area and the opportunity to provide services to a broader geographic location with additional support and resources from the national organization.

Additionally in 2008, RTNCF was a critical partner in launching the Community Weatherization Coalition (CWC) with the mission of empowering low-income neighbors to take control of their energy and water consumption (and therefore their utility expenses) through low and no-cost retrofits paired with education provided by trained volunteer energy coaches. RTNCF would take on the administrative and financial aspects of the CWC, lending its expertise, nonprofit and tax-exempt status, and financial oversight to the Coalition by adopting CWC activities as the energy-efficiency branch of the Rebuilding Together program.

Since its inception, RTNCF has repaired 12-25 homes per year through its critical repair programs and engages hundreds of individual volunteers in thousands of service hours annually. CWC has annually completed hundreds of energy tune-ups for low-income residents, saving them thousands of kilowatt hours of electricity and tens of thousands of gallons of water. Historical data analysis (through UF's Program for Resource Efficiency Communities) shows savings of an average of \$255 per household per year on overall utility expenses.

In 2020, RTNCF launched an Emergency Repair Program with the goal of making quick, efficient, and necessary repairs rapidly and utilizing as few person-to-person contacts as possible in the height of the COVID-19 Pandemic. Due to the overwhelming success of that pilot, the organization has added Emergency Repairs to its year-round services.

Repair and energy programs alike have historically served low-income families, seniors and persons with disabilities. Repair and energy upgrade programs have been available specifically to

homeowners, while energy tune-ups have been available to both homeowners and renters. Historically, all of our combined services are provided at no cost to the neighbors we serve.

B. Describe your agency's staff qualifications.

Rebuilding Together has collectively been serving the Alachua County community for decades, with deep community connections through our staff, board members, volunteers, and other stakeholders. For this proposal, RTNCF / CWC each intend to hire an additional staff person (one to manage the Tune-Up/prequalification piece of the program, and one to manage the follow-up energy-efficiency upgrades). The proposed titles for the new hires are: Construction Manager, and CWC Program Coordinator. Currently, the RTNCF / CWC team comprises the following members with the listed qualifications, all of whom will be involved in this proposal in some way.

Executive Director:

Rebuilding Together's current Executive Director oversees all programs. He has served several roles at the organization since 2011, transitioned to Executive Director from a role as Director of Program, after serving two AmeriCorps terms prior to joining the staff. Altogether, he has more than ten years field experience in home repair/rehabilitation, project management, and program oversight. As the team member with the most experience, he provides field trainings and assists with on-site repairs as needed, as well as maintaining and building new relationships with stakeholders including contractors and subcontractors needed to complete repairs. He approves and oversees finances, reports, and reimbursement requests and provides general oversight and management of the organization and its programs.

Office Administrator:

RTNCF's Office Administrator came to the organization with many years' experience in hotel bookkeeping and auditing, and has served our organization in this role since 2016. She currently tracks income and expenses and handles reporting for existing grants, including past and present Government contracts. The Office Administrator tracks all finances for expenditures and completes reports and reimbursement requests. She assists with client applications and verification, as well as associated data entry.

Repair Program Manager:

The Repair Program Manager is an AmeriCorps alum who completed her term of National Service at Rebuilding Together in 2020. She spent the past several years learning and overseeing RTNCF's repair programs under the guidance and supervision of our Executive Director, and played a pivotal role in the launch of the Emergency Repair Program in 2020. The Repair Program Manager oversees application processes, ensures subcontractor compliance and relations, serves as a liaison between clients, volunteers, and subcontractors, oversees volunteer projects and processes, and ensures safety and quality control on repair sites. She tracks and keeps program related data and assists with the program outcome and output side of grant reporting.

Community Engagement Specialist:

This CSE role is also held by a recent Rebuilding Together AmeriCorps alum who completed her term of National Service with Rebuilding Together in 2021. Her focus is now on community

engagement—both from a client and a stakeholder perspective. She specializes in volunteer recruitment and management among other types of outreach. A portion of the CSE's time is spent as a liaison for our newly launching Rural Programs in Levy County and coordinating two associated grants that are making the expansion possible—a HUD Rural Capacity Building Grant, and an Older Adult Home Modifications Program focused on Levy County.

Two (2) AmeriCorps Program Coordinators:

These are a revolving role at our organization of national service members who spend 11 months with Rebuilding Together building our capacity as an organization and building their personal and professional skills. The AmeriCorps Project Coordinators assist the Executive Director and the Repair Program Manager with many aspects of their program and project related responsibilities with a focus on direct repairs, repair coordination, and client relationships. Should we need to solicit applications or do outreach for either clients, volunteers, or subcontractors, AmeriCorps Members will be part of those processes as well.

RTNCF's Energy-Efficiency Programs operate under the program name "Community Weatherization Coalition" (CWC).

CWC's two current employees, the CWC Program Director, and the CWC Program Assistant hold Bachelor's degrees and joined the team at RTNCF/CWC after serving in other nonprofit capacities in Gainesville and Kentucky. The CWC Program Director has over 15 years of non-profit experience, managing programs, budgets, events, and volunteers. CWC's Program Assistant has six years of experience in coalition settings managing programs, volunteers, trainings, and outreach.

C. Describe the population currently served by your agency.

RTNCF and CWC serve a diverse range of clients and do not discriminate or deny services on the basis of race, color, religion (creed), gender, gender expression, age, national origin (ancestry), disability, marital status, sexual orientation, or military status, in any of its activities or operations. RTNCF's programs all prioritize low-income individuals and households. Our program serves high numbers of racial minorities, seniors, and individuals with disabilities.

CWC

The CWC focuses on Alachua County residents residing both inside and outside the City of Gainesville, including renters not eligible for other programs. Both homeowners and renters are eligible for Energy Tune-Ups. Renters are an important group who historically make up approximately half of CWC clients and who do not have access to other local housing improvement resources. Reducing utility bills can help avoid evictions due to unpaid bills.

CWC's programs serve all income levels, but specifically recruit for and prioritize low-income households, placing emphasis on helping lower-income families, and decreasing the utility burden costs of those who most need it most while conserving our planet's natural resources.

CWC serves primarily African American low-income families in east Gainesville, including single mothers with young children, elders on fixed incomes aging in place, veterans, and both homeowners and renters. Program data for the CWC shows that, of households served in 2021,

75% of residents identified as Black/African American or Hispanic/Latin. Full demographics are collected for this program on an ongoing basis.

CWC anticipates serving an average of 50 or more homes per year via this proposal through energy tune-up services, either staff and volunteer-led, or utilizing the DIY model developed during the COVID-19 pandemic when the program is fully operational.

Rebuilding Together

Rebuilding Together's repair programs utilize the Average Median Income (AMI) as determined by the Department of Housing and Urban Development (HUD) for Alachua County to determine eligibility. All of the 25 households served in 2021 fell into low-income categories, 44% qualifying as extremely low income, and 40% qualifying as very low.

Our programs' target demographic have historically shown lower rates of homeownership, health and safety, and economic stability. By providing repairs to low-income owner-occupied homes, RTNCF actively combats the problem of inequitable housing conditions for marginalized populations through proactively encouraging housing stability and improving housing quality. To ensure further equitable access, RTNCF and CWC have recently translated our application and outreach materials into Spanish, and are partnering with local organizations that serve predominantly Hispanic/Latino communities.

Of the residents within the 25 households we served in 2021, 22 were Black or African American (51%), 17 were White (39%), and 4 were Hispanic or Latino (9%). Of these 43 residents, 14 residents had a disability (32%) and 16 residents were over the age of 65 (37%), indicating that fixed incomes, mobility, and accessibility issues are major concerns addressed. These demographics were provided voluntarily, and do not serve as a basis for qualification for our services.

D. Describe your planned operational hours (days per week, hours per day, etc.) for the grant program.

RTNCF and CWC staff typically work full time (32-40 hour) work weeks, with staff variably available every day of the week to accommodate program needs. Most business related to this proposal would take place Monday-Friday during regular business hours, though volunteer activities and tune-ups can and will take place on evenings and weekends depending on volunteer availability and preference.

E. Describe your agency's experience coordinating and cooperating with marginalized and low-income neighborhoods and local governments.

RTNCF's and CWC's programs all prioritize low-income individuals and households. Our programs have historically served high numbers of racial minorities, seniors, and individuals with disabilities. These programs have regularly cooperated with neighborhood leaders, other nonprofits and social services agencies, and local government agencies to establish a greater awareness of our programs and make them accessible for the residents of historically disadvantaged neighborhoods.

Through partnerships with key organizations within the communities served, RTNCF and CWC have further developed relationships with community members and leaders. Examples of these

partnerships include partnerships with the Cultural Arts Coalition and with Greater Duval Neighborhood Association since 2016, outreach at local churches, CWC workshops and outreach at SWAG Neighborhood Resource Center, local library partnerships to make DIY-kits available and accessible to neighborhood residents at convenient locations in Gainesville and (soon to be) in Waldo, and a recent training with Project YouthBuild. In addition to increasing familiarity with our organizations, we ensure access to our services for as many marginalized and low-income neighbors as possible by making home repairs, upgrades, and tune-ups available to residents at no cost.

Housing repair, rehabilitation, and energy efficiency work requires a high level of trust as neighbors are letting us into their homes and sharing personal circumstances. As such, RTNCF and CWC have built trust with the residents and communities we have served. Many program recipients serve as word of mouth referrals to their neighbors and other community members.

CWC has received both funding and support from the City of Gainesville and GRU, and from Alachua County, for over a decade. In 2016, CWC received a DEED grant to study program impacts and to decrease barriers to our programs' effectiveness through GRU from the American Public Power Association. This grant led to a number of community workshops, long-term partnerships, and ultimately changes to the program to help the program build a solid reputation in specific Gainesville neighborhoods. We Are Neutral also was a partner in this grant.

RTNCF and CWC are dedicated to ensuring our neighbors can remain safe and healthy in their homes, while empowering them to reduce their overall water and energy consumption, and therefore their utility costs. Repair, rehab, and energy-efficiency work aims to stabilize low-income and marginalized neighborhoods while revitalizing them for the community members who already live there. These crucial improvements also increase the climate resilience of low-income homes and communities.

RTNCF has collaborated extensively with local, state, and federal governments for decades, and has received letters of support and public declarations from a number of public officials for our work in housing repair, rehab, and energy-efficiency. RTNCF works directly with Alachua County Community Support Services, Alachua County Housing Programs, the Alachua County Office of Sustainability, the City of Gainesville Housing Department, and directly with the public utility Gainesville Regional Utilities. In partnership with the City and County over the past 17 years, RTNCF and CWC have provided repair services to hundreds of homes in the City and County, and have provided Energy Tune-Ups to hundreds of additional households each year.

Most recently, the CWC is participating as one of two community partner organizations in the EMPOWER project, a proposal led by Alachua County that includes the City of Gainesville and GRU, and the Alachua County NAACP Environmental and Climate Justice Committee. The project was selected by the U.S. Department of Energy as one of only 23 LEAP (Local Energy Action Program) Communities (<https://www.energy.gov/communities/LEAP/leap-communities>) to receive technical assistance over the next 12-18 months. The project will focus on specific underserved communities, engaging residents in the task of designing an equitable pathway to 100% renewable energy in Alachua County through expanded energy efficiency services, electrification and solar energy, and workforce development in energy efficiency.

F. Describe any partnership qualifications and experience that will enhance your ability to meet the programmatic goals of the program.

RTNCF and CWC have, since their inception, and continuing to the present, worked collaboratively within the community to strengthen our efficiency, effectiveness, resilience, and impact.

CWC / Community Partnerships

The CWC has partnered with SWAG resource center to table at events and recruit clients in-person, as well as participating as a guest speaker for multiple financial fitness workshop events in collaboration with the library partnerships. The United Church of Gainesville (UCG) has provided the space for our volunteer energy coach training events for more than a decade. The Alachua County Public Library has been an incredible partnering agency with the CWC recently by hosting DIY Tune-Up kits that can be checked out and returned to library branches to increase access and reduce the travel burden on interested DIY recipients. CWC has worked with clients referred through partner nonprofits such as Family Promise, Catholic Charities, and Gainesville Community Ministry, has a long-standing partnership with the Greater Duval Neighborhood Association and is continually reaching out to other neighborhood groups. CWC is always seeking to collaborate more with organizations who often see our community's most in-need neighbors, such as GRACE Marketplace, Meridian, and Alachua County Social Services. CWC staff, volunteers, and stakeholders are well connected in many other community efforts and organizations and function collaboratively.

The CWC also partners with local housing rehabilitation agencies and programs including Rebuilding Together's repair programs, the Central Florida Community Action Agency, Alachua County Habitat for Humanity and GRU's energy-efficiency programs. Through these partnerships, the CWC has been able to assist dozens of clients in receiving critical home repairs, and more extensive retrofits such as upgraded HVAC systems, new water heaters, building envelope enhancement, and other improvements.

The CWC's primary objective is to serve local residents and to sustain community development through a tested grass-roots program that can be replicated elsewhere, given the staffing and financial resources to: operate the program services and education; reach out to community partners and residents; and monitor real financial and environmental impact of services. CWC has fostered the creation of a similar program in Sarasota County, and under an MOU signed in February 2021, is implementing collaboration with UF IFAS Extension offices in Alachua and other Florida Counties. Additionally, we are reaching out to affiliates in other cities, counties and other geographic areas affiliated with the Rebuilding Together network.

Related Partnerships and summaries:

RTNCF Repair Programs - Referrals are shared between RTNCF and CWC programs, expanding the services provided to each program--the programs lend themselves extremely well to collaboration

UF IFAS - Working to share the infrastructure of this program to inspire other Counties in Florida (and eventually beyond)

GRU - municipal organization for referrals, funder of the program, referral source for follow up work via their LEEP program

Alachua County Public Libraries - partner who hosts CWC DIY Tune-Up Kits for checkout to increase reach

Project YouthBuild - CWC offered an adapted Energy Coach training event for PYB students this March, at their location

UF PREC - research organization at the University of Florida contracted to do our data analysis when funded

Rebuilding Together

RTNCF values collaboration and high-impact solutions to housing problems. RTNCF offers our particular skills and expertise anywhere they can increase the health, safety, affordability, and energy-efficiency of housing in Alachua County. Likewise, RTNCF actively partners with a number of agencies in a referral relationship since the core services offered vary from agency to agency. RTNCF solicits information from applicants as to what services they've received and from what other agencies in order to avoid duplication of services.

RTNCF's work preserves critical affordable housing opportunities, while stabilizing and revitalizing distressed neighborhoods. By collaborating with other mission-driven nonprofits, local and federal government agencies, skilled trades associations, faith-based organizations and community advocacy groups, we become a stronger community revitalization partner and increase the impact of our work. By investing in communities, RTNCF transforms the lives of low-income homeowners by improving the safety and health of their homes and revitalizing their communities using comprehensive strategies and partnerships to meet our neighbors where they need us most.

RTNCF has relationships with many partner agencies, and works directly with the Alachua County Housing Programs, City of Gainesville Housing Programs, GRACE Marketplace, Family Promise of Gainesville, Gainesville Fire Rescue's Community Paramedicine Program, Central Florida Community Action Agency, GRU's LEEP Program, Neighborhood Housing and Development Corporation, Catholic Charities, the Community Weatherization Coalition, and Alachua Habitat for Humanity.

Some examples of RTNCF partnerships that will enhance this proposal include:

Family Promise

Nonprofit organization- RTNCF worked with Family Promise and their partners to rehabilitate a multi-family housing unit purchased by Family Promise to utilize as permanently affordable rental housing. Family Promise owns a number of properties and is part of a network that connects families graduating from their program with affordable housing in the area. Family Promise has expressed interest in partnering with us for this project to help identify landlords in strategic neighborhoods to participate in the program.

Neighborhood Housing and Development Corporation (NHDC)

Nonprofit organization- RTNCF and NHDC have similar goals for ensuring housing for all, and have collaborated on volunteer projects in the past. NHDC owns a number of properties and has expressed interest in partnering with us for this project. We anticipate they may serve as a resource for eligible properties. Additionally, the CWC runs its operations out of the NHDC building.

GRACE Marketplace

Nonprofit organization- RTNCF previously coordinated volunteers in constructing wooden platforms to assist in the closing of Dignity Village in a people-centric way. Nearly 100% of the former residents of Dignity Village have been permanently housed through GRACE Marketplace since. RTNCF also renovated an existing room at GRACE Marketplace, converting it into two exam rooms with a separate waiting room to accommodate the need for more on-site medical space during the pandemic. Because GRACE focuses on housing and rapid re-housing as a core service, GRACE is interested in helping RTNCF connect with landlords and communities where the services provided through this proposal may be leveraged to assist the people and communities who need it the most.

2. Planning

A. Describe preparatory activities for implementation, including developing protocols/guidelines and staff training.

The following activities will take place prior to the launch of service offerings to qualified households:

- Hiring and training of new staff positions prior to the pilot launch
- Selecting and screening for eligible properties within the target program area
- Establishing communication with landlords for eligible properties
- Develop guidelines for communicating with landlords and tenants
- Develop guidelines for acting as a liaison between landlord, tenant and subcontractors
- Designating staff as authorized persons to approve contractor estimates, including training on budget and criteria for upgrades after tune-ups have been performed
- Developing and training staff on program timeline/steps/process
- Tailor existing Rebuilding Together Initial Home Visit documentation to meet the needs of the program (using the provided program parameters, more closely in line with the CWC's upgrade program)

B. Provide a timeline with an anticipated initial operation date for the pilot project and full-scale project through December 31, 2026.

June 2022

-Pre-Planning, internal mapping and training

When the project is approved, RTNCF and CWC intend to meet with our nonprofit partners and create a streamlined process for funneling eligible properties through the program.

Simultaneously, RTNCF / CWC will begin training our staff and recruiting for open positions to support our existing programs in expanding in this capacity. During this phase we will also be coordinating with third-party analysts to determine the data that is needed for documenting pre-repair carbon consumption metrics.

July/August 2022

-RTNCF / CWC will reach out to partner agencies for referrals of eligible properties to be pre-screened for qualification

-Public announcement of the program and eligibility guidelines

-RTNCF / CWC will identify and reach out to landlords and property management companies with potentially eligible properties in the targeted areas

September 2022

-Pilot program begins (projected to serve 10-15 households)

-CWC completes tune-ups and makes recommendations for upgrades

-Perform Initial Home Visits to determine work scopes

Late September-October 2022

-CWC completes tune-ups and makes recommendations for upgrades

October-December 2022

-Begin initial round of upgrades

January 2023

-Send Phase 1 Pilot data to We are Neutral for pilot analysis and assess program for any changes to guidelines or protocols before rolling out for full-scale

March 2023

-Phase 2, full program application cycle begins

The remaining timeline follows a similar model as the pilot, beginning in March 2023 and accepting applications on a rolling basis until capacity is reached. Phase 2 data will be collected and shared with We Are Neutral as part of the closeout process for each individual home until capacity is reached, at which time a comprehensive report can be compiled.

C. Describe the training and technical assistance needs related to planning, implementing, and evaluating the program, as appropriate.

-Existing staff will be trained on the specifics of new programs and any changes needed in regards to program qualification methods (i.e. renters/landlords vs. homeowners, income qualification, affordable housing rental rates)

-Existing staff will develop the appropriate training and materials and will set aside time to get new staff up to speed.

-New staff will be hired and trained to coordinate and organize logistics on both the Tune-Up and Upgrades phases of the program.

-Strategies for working with landlords and changes to existing structure of our programs will be developed and implemented by existing (and possibly, in some cases, new) staff along with outreach to community partners with more experience in these areas.

-Technical assistance is needed with carbon offset and data collection. RTNCF intends to collect and manage this data in partnership with We Are Neutral who have collaborated with RTNCF and CWC considerably in the past and are extremely interested in pursuing this proposal in partnership.

3. Technical Proposal

A. Estimate the total yearly unduplicated number of clients that will be served when fully operational.

We propose to serve 10-15 homes during the pilot period, and up to 50 housing units per year when the program is fully operational. Due to the nature of the program, repair and upgrade processes will vary by the needs and interests of participants, with more extensive upgrades taking place over a longer timeline. All upgrades will be preceded by an initial Energy Tune-Up with a complete inspection and recommendations for potential upgrades.

B. Describe your proposed methodology for calculating the carbon offset by the energy savings. Please differentiate between behavior-education-related reductions and building improvement reductions.

RTNCF and CWC will partner with the nonprofit organization We Are Neutral, Inc. (WAN) for this purpose. We Are Neutral will find the best methodologies available amongst the top carbon offset registries. These existing methodologies will be combined and adapted to ensure they are functional for this project. We Are Neutral will submit the edited methodology to the carbon offset registry for approval. After approval, the methodology will be followed throughout the duration of this project. Methodologies to combine/adapt include (but are not limited to) VCS Methodology VM0018, VCS Methodology VM0008, CDM Methodology AMS-II.E., CDM Methodology AMS-II.J., and/or CDM Methodology AMS-II.C.

The approved methodology might or might not include all energy saving components of this

project. The approved methodology most likely will not include behavior-education related reductions, since these are inextricably combined with first-level energy efficiency interventions. We Are Neutral will quantify these non-behavioral reductions and verify them so the city/county will be able to use these reductions against their comprehensive carbon footprint as a form of "insetting".

4. Data and Reporting

A. Describe your agency's capacity to collect and monitor data elements to be included in monthly and annual reports.

RTNCF and CWC currently collect and monitor data for all programs in some capacity. Annual Report data for 2021 is available at:

<https://drive.google.com/file/d/1BQGg504A82v01zdMJeCobCFTdXQWD-Mq/view?usp=sharing>

Long term outcomes for our programs are available at:

<https://rebuildingtogetherncf.org/overall-impact>

<https://communityweatherization.org/wp-content/uploads/2021/10/CWC-DEED-Grant-Final-Report-July-2018.pdf>

Executive Summary:

<https://rebuildingtogether.org/sites/default/files/images/ourimpact/2020-2021%20Executive%20Summary.pdf>.

Key highlights show that Rebuilding Together's repairs have a positive impact on safety, physical health, mental health, independence, community involvement, and economic security, and CWC's home tune-ups provide measurable decreases in usage of energy and water, and in utility bills.

Historically, RTNCF has partnered with UF's Program for Resource Efficient Communities and with Gainesville Regional Utilities to provide in-depth analysis of energy program savings. Detailed reports of PREC data analysis, as well as results from the American Public Power Association DEED grant are available upon request. CWC also collects qualitative impact information through client surveys conducted 4-6 weeks after each home visit. These surveys show an extremely high level of client satisfaction with services, as well as high levels of reported learning about a wide range of home energy and water issues and how residents can address them. Over time, energy and water savings continue to decline in these homes as residents make additional changes.

RTNCF and CWC are interested and willing to work with the County to track and measure the impacts of this program.

We Are Neutral has a history of collecting and quantifying carbon offsets as described in the methodology section of this proposal. RTNCF and CWC will work closely with We Are Neutral to ensure that all data necessary for WAN's calculations are collected and provided for analysis and monitoring.

5. Budget

A. Please explain your agency's experience and capacity to manage the grant and private funds.

Current staff have managed Rebuilding Together's overall budgets for the past 10 years with moderate and sustained growth over time. Budgets have ranged from about \$250,000 in lean years to more than \$500,000 in 2021. RTNCF's 2021 third party financial audit is available here:

https://drive.google.com/file/d/1wxdmjlGxf4FsA_5J79PPf1L36lbVOHF/view?usp=sharing

RTNCF has historically managed both public and private funds, often leveraging public funds with private funds in order to increase impacts. RTNCF funds its programs primarily through Government Grants, Corporate Sponsorships, Foundation support, and individual gifts.

Energy Efficiency and Weatherization of Affordable Housing Grant Program Pilot Proposed Budget		
Rebuilding Together North Central Florida		
PROJECT BUDGET	Unit Price	Contract Total
Direct Project Expenses		
Contracted Upgrades	\$12,000 / home	\$180,000.00
Energy Tune-Up and Pre-Assessment	\$985 / home	14,775.00
Personnel		
Executive Director + payroll expenses	26.70 / hour	8,277.93

Program Manager + payroll expenses	20.90 / hour	6,479.00
Community Engagement Specialist + payroll expenses	20.90 / hour	6,479.00
Office Administrator + payroll expenses	20.05 / hour	4,997.20
Construction Manager (NEW POSITION) + payroll expenses	20.32 / hour	25,196.80
AmeriCorps Member Cost Share	150 / month	1,050.00
AmeriCorps Member HCL Stipend	150 / month	1,050.00
CWC Director + payroll expenses	23.96 / hour	7,427.60
CWC Assistant + payroll expenses	20.05 / hour	6,215.50
CWC Coordinator (NEW POSITION) + payroll expenses	19.48 / hour	24,155.20
Employee Insurance / Benefits	\$800 / Month	5,600.00
Data Collection and Analysis		
Database Software and associated costs	\$100 / month	700.00
Consulting Fee for Data Collection and Analysis (via We Are Neutral)		10,000.00
Administration / Overhead	10% of total expenses	30,240.32
TOTAL		\$332,643.55
Assumptions:		
* New staff - Construction Manager and CWC Coordinator		
* Existing staff - increased hours for coordination and passoff of activities to new staff, as well as training in new program standards and procedures, increased workload, budget includes only hours to be utilized in administering this particular grant (not full hours/activities of these staff)		
* Pilot runs from June 2022-December 2022 (monthly expenses quantified over 7 months / 31 weeks)		
* Approximately 15 homes served via the pilot		
* Higher staff inputs per home during the pilot than during the adjusted rolled out program (as training will be completed, efficiency will increase)		
* All staff are brought on at and/or rates increased to meet the Alachua County Government Minimum Wage		

Exhibit 3: Payment Schedule

Energy Efficiency and Weatherization of Affordable Housing Grant Program Pilot Proposed Budget		
Rebuilding Together North Central Florida		
PROJECT BUDGET	Unit Price	Contract Total
Direct Project Expenses		
Contracted Upgrades	\$12,000 / home	\$180,000.00
Energy Tune-Up and Pre Assessment	\$985 / home	14,775.00
Personnel		
Executive Director + payroll expenses	26.70 / hour	8,277.00
Program Manager + payroll expenses	23.22 / hour	7,198.20
Community Engagement Specialist + payroll expenses	23.22 / hour	7,198.20
Office Administrator + payroll expenses	21.20 / hour	5,283.88
Construction Manager (NEW POSITION) + payroll expenses	21.48 / hour	26,635.20
AmeriCorps Member Cost Share	150 / month	600.00
AmeriCorps Member High Cost of Living Stipend	150 / month	600.00
CWC Director + payroll expenses	25.10 / hour	7,781.00
CWC Assistant + payroll expenses	21.20 / hour	6,572.00
CWC Coordinator (NEW POSITION) + payroll expenses	20.62 / hour	25,568.80
Employee Insurance / Benefits	\$800 / Month	5,600.00
Data Collection and Analysis		
Database Software and associated costs	\$100 / month	700.00
Consulting Fee for Data Collection and Analysis (via We Are Neutral)		10,000.00
Administration / Overhead	10% of total expenses	30,678.93
TOTAL		\$337,468.21

Assumptions:

- * New staff - Construction Manager and CWC Coordinator
- * Existing staff - increased hours for coordination and passoff of activities to new staff, as well as training in new program standards and procedures, increased workload, budget includes only hours to be utilized in administering this particular grant (not full hours/activities of these staff)
- * Pilot runs from January 2023-August 2023 (monthly expenses quantified over 7 months)
- * Approximately 15 homes served via the pilot
- * Higher staff inputs per home during the pilot than during the adjusted rolled out program (as training will be completed, efficiency will increase)
- * All staff are brought on at and/or rates increased to meet the Alachua County Government Minimum Wage, this section updated Nov. 2022 based on updates to these standards

Exhibit 4: Insurance Requirements

TYPE “B” INSURANCE REQUIREMENTS

“Contractor or Consulting Services”

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the contractor, his agents, representatives, employees or subcontractors.

I. COMMERCIAL GENERAL LIABILITY.

Coverage must be afforded under a per occurrence form policy for limits not less than \$1,000,000 General Aggregate, \$1,000,000 Products / Completed Operations Aggregate, \$1,000,000 Personal and Advertising Injury Liability, \$1,000,000 each Occurrence, \$50,000 Fire Damage Liability and \$5,000 Medical Expense.

II. AUTOMOBILE LIABILITY.

Coverage must be afforded including coverage for all Owned vehicles, Hired and Non-Owned vehicles for Bodily Injury and Property Damage of not less than \$1,000,000 combined single limit each accident.

III. WORKERS COMPENSATION AND EMPLOYER’S LIABILITY.

A. Coverage to apply for all employees at STATUTORY Limits in compliance with applicable state and federal laws; if any operations are to be undertaken on or about navigable waters, coverage must be included for the USA Longshoremen & Harbor Workers Act.

B. Employer’s Liability limits for not less than \$100,000 each accident; \$500,000 disease policy limit and \$100,000 disease each employee must be included.

IV. CONTRACTOR LIABILITY or ERRORS AND OMISSIONS LIABILITY (E&O).

Contractor (E&O) Liability must be afforded for not less than \$1,000,000 each claim, \$1,000,000 policy aggregate.

V. OTHER INSURANCE PROVISIONS.

A. The policies are to contain, or be endorsed to contain, the following provisions:

B. Commercial General Liability and Automobile Liability Coverages

1. The Alachua County Board of County Commissioners, its officials, employees and volunteers are to be covered as an Additional Insured as respects: Liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor.

2. The Contractor’s insurance coverage shall be considered primary insurance as respects the County, its officials, employees and volunteers. Any insurance or self-insurance maintained by the County, its officials, employees or volunteers shall be excess of Contractor’s insurance and shall be non-contributory.

C. All Coverages

The Contractor shall provide a Certificate of Insurance to the County with a notice of cancellation. The certificate shall indicate if cover is provided under a “claims made” or “per occurrence” form. If any cover is provided under claims made from the certificate will show a retroactive date, which should be the same date of the contract (original if contract is renewed) or prior.

VI. SUBCONTRACTORS

Contractors shall include all subcontractors as insured under its policies. All subcontractors shall be subject to the requirements stated herein.

CERTIFICATE HOLDER: Alachua County Board of County Commissioners

Exhibit 4-A: Certificate of Insurance

		CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY) 3/14/2022		
THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.						
IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).						
PRODUCER Arthur J. Gallagher & Co. Insurance Brokers of CA., Inc. 595 Market Street Suite 2100 San Francisco CA 94105 License# 0726293 REBUTOG-92			CONTACT NAME: Darby Hughes PHONE (Ave. No. Ext.): 415-548-9300 FAX (Ave. No.): 415-536-8499 E-MAIL: Darby.Hughes@aig.com ADDRESS: Darby Hughes			
INSURED Rebuilding Together, Inc. (Affiliates) Rebuilding Together North Central Florida 999 N. Capitol St., NE, Suite 701 Washington DC 20002			INSURER(S) AFFORDING COVERAGE MAIC # INSURER A: Philadelphia Indemnity Insurance Company 18058 INSURER B: Tokio Marine Specialty Ins Co 23850 INSURER C: INSURER D: INSURER E: INSURER F:			
COVERAGES		CERTIFICATE NUMBER: 792059227		REVISION NUMBER:		
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
INSR LTR	TYPE OF INSURANCE	ADOL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER ☐ POLICY ☒ PRO-JECT ☐ LOC ☒ OTHER: Stop Gap Limb		PHPK2389341	3/15/2022	3/15/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPROP AGG \$ 2,000,000 STP GAPING OH WA WY \$ 1,000,000
A	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☒ SCHEDULED AUTOS ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY		PHPK2389341	3/15/2022	3/15/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☒ DED ☒ RETENTION \$ 10,000		PHUB806426	3/15/2022	3/15/2023	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$ PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		Y/M N/A				
B	Contractors Pollution/Prof Lian		PPK2389330	3/15/2022	3/15/2023	\$1,000,000
B	Commercial Crime (Fidelity)		PSD1699066	3/15/2022	3/15/2023	\$25,000 \$90,000
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Rebuilding Together North Central Florida Alachua County Board of County Commissioners is included as Additional Insured as respects General Liability when required by written contract.						
CERTIFICATE HOLDER Alachua County Board of County Commissioners Attn: Erika Aenlle - Sr. Fiscal Asst. 12 SE 1st Street Gainesville FL 32641				CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 		

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – DESIGNATED
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):
When Required by Written Contract

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/14/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. IF SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Arthur J. Gallagher & Co. Insurance Brokers of CA., Inc. 595 Market Street Suite 2100 San Francisco CA 94105 License# 0726293 REBUTOC-02	CONTACT NAME: Darby Hughes PHONE (A/C No. Ext): 415-546-9300 FAX (A/C No): 415-536-8499 E-MAIL Address: Darby_Hughes@ajg.com INSURER(S) AFFORDING COVERAGE INSURER A: Philadelphia Indemnity Insurance Company INSURER B: Tokio Marine Specialty Ins Co INSURER C: INSURER D: INSURER E: INSURER F:	MAIC # 18058 23850
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COVERAGES		CERTIFICATE NUMBER: 1915560277		REVISION NUMBER:		
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.						
INSR LTR	TYPE OF INSURANCE	ADOL INSD Y/YD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☐ GEN'L AGGREGATE LIMIT APPLIES PER POLICY ☒ PRO. JECT ☐ LOC ☒ OTHER: Stop Gap Liab	Y	PHPK2389341	3/15/2022	3/15/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Per occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMPOD AGG \$ 2,000,000 STP GAP/ND OH WA WY \$ 1,000,000
A	☒ AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☒ Hired AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY		PHPK2389341	3/15/2022	3/15/2023	COMBINED SINGLE LIMIT (Per accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☒ DED ☒ RETENTION \$ 10,000		PHUB806426	3/15/2022	3/15/2023	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$ PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
B	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				
B	☒ Contractors Pollution/Prof Liab ☐ Commercial Crime (Fidelity)		PPK2389330 PSD1699056	3/15/2022 3/15/2022	3/15/2023 3/15/2023	\$1,000,000 Limit \$25,000 \$50,000
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) With respect to the activities of the Rebuilding Together North Central Florida's Critical and Emergency Repair Programs in partnership with Alachua County SHIP (contract to expire 5/30/22) and Alachua County CAPP (contract begins 10/1/21 for three 1 year terms); Alachua County Board of County Commissioners is included as an Additional Insured as respect General Liability when required by written contract.						

CERTIFICATE HOLDER Alachua County Board of County Commissioners ATTN: Stephen Weeks 218 SE 24th Street Gainesville FL 32641	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

**ADDITIONAL INSURED – DESIGNATED
PERSON OR ORGANIZATION**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):
When Required by Written Contract

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

1. In the performance of your ongoing operations; or
2. In connection with your premises owned by or rented to you.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

Exhibit 5: Certification of Meeting Alachua County Wage Ordinance

Contact Title: Energy Efficiency and Weatherization of Affordable Housing Grant Program Management Services

Contract or Bid/RFP #: RFP 22-336-LC

The undersigned, who is authorized on behalf of the Contractor, certifies that all covered employees, Contractors and subcontracted, completing Services as part of this Agreement are paid, and will continue to be paid, in accordance with the Alachua County Government Minimum Wage requirements ("Wage Ordinance") contained in the Alachua County Code, as may be amended.

Rebuilding Together North Central Florida, Inc.

4550 SW 41st Blvd, Ste 2

Gainesville, FL 32608

CONTRACTOR

By: 

Print: R.D. Bonnaghan

Title: Executive Director

Date: 11/17/2022