

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

THIS SECOND AMENDMENT ("Amendment") 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 Parties previously entered into an Agreement dated December 20, 2022, for Energy Efficiency and Weatherization Of Affordable Housing Grant Program Management Services, identified by No. 13489 (the "Agreement"); and

WHEREAS, the Parties previously entered into the First Amendment to the Agreement, dated June 29, 2023, through which the Scope of Service was modified (the "First Amendment"); and

WHEREAS, the Parties desire to amend the Agreement to increase the allocated amount of the Agreement and to further modify the Scope of Services in the Agreement, and to do as otherwise provided herein.

NOW, THEREFORE, the County and Contractor agree to amend the Agreement as follows:

A. Amendment. Paragraph 5 of the Agreement titled "Payment" is amended to read as follows:

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 \$837,468.21. This sum includes previously allocated \$337,468.21 for the original Pilot Project under the Agreement and an additional \$500,000.00 that the County is now allocating for an additional Pilot Project.

B. Expansion of the Services beyond the previously identified Pilots, 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.

C. 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 pt 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.

D. Amendment. Exhibit #3, attached to the Agreement titled "Payment Schedule" is amended in its entirety and attached to this Amendment.

E. Amendment. Paragraph 2.3.1.1 of Exhibit #1, attached to the Agreement titled "Scope of Service" is amended to read as follows.

2.3.1.1. Renters with incomes at or below 50% AMI who make some income.

F. Amendment. Paragraph 2.2.9 of Exhibit #1, attached to the Agreement titled "Scope of Service" is amended to read as follows.

2.2.9. The Contractor must maintain the pre-award rent levels, with an increase of no more than the most recently available average annual increase in the Consumer Price Index inflation rate, for the following period outlined in Property Owner Award and Affordability Commitment. Rental level increases are capped at one time per average annual Consumer Price Index inflation rate, unless smaller incremental increases are used. These smaller incremental increases are not to cumulatively exceed the average annual Consumer Price Index inflation rate in a 12-month period."

G. Amendment. Paragraph 4.2 of Exhibit #1, attached to the Agreement titled "Scope of Service" is amended to read as follows:

4.2. The Pilot Scale Projects will have funding of up to \$837,468.21. If the pilot is successful in outcomes and uptake, the County will consider \$2,162,531.79 in additional funds for a full-scale program, for a total of \$3 million allocated to the program. Any unused pilot project funds will roll forward into the full-scale program.

H. Amendment. Paragraph 6.1.3 of Exhibit #1, attached to the Agreement titled "Scope of Service" is amended to read as follows:

6.1.3 Building tenant must make an annual income at or below 50% AMI or live in a Qualified Census Tract at time of application or upgrades, make some income, and is responsible for paying their utility usage.

I. Amendment. Paragraph 6.1.10 of Exhibit #1, attached to the Agreement titled "Scope of Service" is amended to read as follows:

6.1.10 Property must be current on its:

6.1.10.1 Homeowners insurance

6.1.10.2 Rental License

6.1.10.3 Property taxes

J. Amendment. Exhibit #1, attached to the Agreement titled “Scope of Service” is amended to add Paragraphs 6.1.11, 6.1.12, 6.1.13, and 6.1.14:

6.1.11 Property cannot have a non-mortgage lien.

6.1.12 Property must be being used as a rental and cannot be homesteaded.

6.1.13 Property is not in a flood zone.

6.1.14 Tenant must make some income (ACEEP is not a zero-income program)

K. Amendment. Exhibit #1, attached to the Agreement titled “Scope of Service” is amended to add Paragraph 6.8:

6.8. Reasonability Justification. Landlord may raise rent beyond the affordability commitment described in Section 2.2.9 and Section 6.2 prior to completion of the program under the following circumstances:

6.8.1. A justification document is provided which includes the verified rental amounts of three other rentals in the surrounding area which are not owned by or affiliated with the landlord, in order to show that their pricing is in line with the broader market. Property management companies may justify pricing using other properties they manage, as long as they are comparable to the property in question and not owned by the justifying landlord.

6.8.2. A definition of “surrounding area” will be provided by Alachua County and will vary based on the urban, suburban, or rural context of the rental unit in question.

6.8.3. Those units which cannot justify the price raise will be required to reset their rental raise to a maximum of CPI’s annual inflation rate for the most recently available calendar year, or else discontinue their participation in the program, triggering the program’s payback condition.

L. Amendment. Paragraph 7.1.4 of Exhibit #1, attached to the Agreement titled “Scope of Service” is amended to read as follows:

7.1.4 Replace existing windows with ENERGY STAR certified windows in instances where windows present a clear leak in the building envelope. Preference is given if the U-

value of new windows meets the current building energy code minimum. Window replacement cannot be completed for manufactured units.

M. Amendment. Exhibit #1, attached to the Agreement titled "Scope of Service" is amended to add Paragraphs 7.1.5 and 7.1.6:

7.1.5 Underfloor insulation. Add or repair underfloor insulation.

7.1.6 Solar film. Add solar film to windows to reflect solar heat.

N. Amendment. Paragraph 7.5.4 of Exhibit #1, attached to the Agreement titled "Scope of Service" is amended to read as follows:

7.5.4 Water Heater. Install an appropriately sized, high-efficiency water heater that meets or exceeds ENERGY STAR standards. Electric water heaters should be prioritized whenever possible per Board guidance.

O. Amendment. Exhibit #1, attached to the Agreement titled "Scope of Service" is amended to add Paragraph 7.6.2:

7.6.2 Radon remediation. This program is under development.

P. Amendment. Exhibit #1, attached to the Agreement titled "Scope of Service" is amended to add Paragraph 7.7:

7.7 Rebates.

7.7.1. County reserves all rights to rebates which may apply to program upgrades. Any rebates which accrue will be directed back into ACEEP account lines for future program upgrades.

7.7.2 If there is an opportunity for Energy Efficiency Rebates the awarded Contractor must provide all associated documentation needed to assist County in its effort to secure these rebates.

7.7.3 The Contractor agrees to assist the County in applying for these Energy Efficiency Rebates generated by this project.

Q. Amendment. Exhibit #1, attached to the Agreement titled "Scope of Service" is amended to add Paragraph 8:

8. Program Eligibility for Small Business Owners in Qualified Census Tracts

8.1 Small Business Owners are eligible for participation if they meet the following conditions:

8.1.1. Meet the definition of a small business per Alachua County's small business enterprises programming.

8.1.2. Are attempting to open a new unit within a Qualified Census Tracts in Alachua County

8.1.3. Certify that they intend to bring the improved housing unit to market within three (3) months of upgrade completion, and that the unit will qualify for the program per Section 6: Program Eligibility for Property Owners and Renters.

8.2. Housing Choice Voucher Program Section 8 Requirement. Small businesses who enroll in the program are required to work with the local Public Housing Authority to ensure that the first tenants to sign a lease at the unit are Housing Choice Voucher Program Section 8 voucher holders. Because the Section 8 program has a reasonability justification built into it, this serves to verify that the initial rental rate which is subject to the affordability commitment is affordable to the local residents who are this program's priority population.

R. Effective Date. This Amendment shall be effective upon execution by both Parties.

S. Original Agreement. Unless expressly amended herein, all other terms and provisions of the original Agreement and the First Amendment to the Agreement between the Parties, including the Exhibits to the Agreement, shall be and remain in full force and effect. Unless expressly stated herein as being amended, the remaining portions of Exhibit #1 remain unchanged by this Amendment. In the event any of the prior amendments to the Agreement conflict with this Amendment, the provisions of this Amendment shall prevail.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS WHEREOF, the Parties have caused this Second Amendment to be executed on the day and year below written.

ALACHUA COUNTY, FLORIDA

By: _____

Mary C. Alford, Chair

Board of County Commissioners

Date: _____

ATTEST

APPROVED AS TO FORM

J.K. "Jess" Irby, Esq., Clerk

(SEAL)

Alachua County Attorney's Office

CONTRACTOR

By:  _____

Print: R.D. Bannaghan

Title: Executive Director

Date: 12/01/2023

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 AGREEMENTS ON BEHALF OF YOUR ORGANIZATION. IF ARE A NATURAL PERSON, THEN YOUR SIGNATURE MUST BE NOTARIZED.

Exhibit 3: Payment Schedule

Alachua County Energy Efficiency Program
PHASE II Pilot Budget
Rebuilding Together North Central Florida

PROJECT BUDGET	Unit Price	Contract Total
Direct Project Expenses		
Contracted Upgrades	\$15,000 / home	\$425,000.00
Energy Tune-Up and Pre Assessment	\$1,150 / home	69,000.00
Other Project Costs (Title Searches, notary services, filing fees, etc.)		25,500.00
Personnel		
Program Based Salaries		91,328.23
Employee Insurance / Benefits		5,600.00
Mileage		1,000.00
Data Collection and Analysis		
Database Software and associated costs		1,000.00
Consulting Fee for Data Collection and Analysis (via We Are Neutral)		15,000.00
Administration / Overhead	17.3% of total expense	109,583.08
Cumulative Spent in Pilot Phase I		\$93,987.00
TOTAL		\$836,998.31

Assumptions:

- * Pilot runs from November 2022-May 2022 (monthly expenses quantified over 7 months)
- * Goal of 15 homes served via the pilot, additional funds set aside in Project Expenses category will roll over into full program
- * Approximately 4 Tune-Ups needed to generate 1 qualified Upgrade Unit
- * All staff are brought on at and/or rates increased to meet the Alachua County Government Minimum Wage
- * Marketing and outreach specifically related to program recruitment are built into Admin/Overhead budget, slightly increasing the %
- * Projected personnel include, Executive Director, Program Manager, Community Engagement Specialist, Office Administrator, Rental Program Manager, select cost-share elements of AmeriCorps members, CWC Program Director, CWC Program Assistant, CWC Tune-Up Technician with an assumption that roles will be filled, and that total spending will not exceed the budgeted amount

