## AMENDMENT TO PARTNERS IN HOUSING INITIATIVE AGREEMENT, NO. 13611

THIS FIRST AMENDMENT to Partners in Housing Initiative Agreement ("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 Alachua County Housing Authority, an independent legal entity created by law (referred to as the "ACHA" or the "Housing Authority") and Family Promise of Gainesville, Florida, Inc. ("Family Promise"), who are collectively referred to as the "Parties".

## WITNESSETH:

WHEREAS, the Parties previously entered into a Partners in Housing Initiative Agreement dated October 14, 2022, identified by No. 13611 (the "Agreement") for the purpose of implementing a Partners in Housing Initiative and to set out the responsibilities of the Parties regarding such Initiative; and

WHEREAS, the Parties seek to extend the term of the original Agreement; and

**WHEREAS**, the County agrees by way of this Agreement to increase the allocation of funds from the County to ACHA for the Initiative and to do as otherwise provided herein.

NOW, THEREFORE, the Parties agree to amend the Agreement as follows:

- 1. <u>Amendment</u>. Section C titled "Responsibilities of Alachua County" shall be amended as follows:
  - A. <u>Responsibilities of Alachua County</u>. The County agrees to provide and complete the following responsibilities related to the Initiative:
    - 1. Trust Funding: During the stated time periods below, the County will allocate the following maximum amounts from the Alachua County Affordable Housing Trust Fund to support the Partners in Housing Initiative ("Trust Funding"):
      - a) (Original Term) October 1, 2022- September 30, 2024: \$200,000, annually
      - b) (Renewal Term) October 1, 2024- September 30, 2026: \$300,000, annually

The parties agree that, upon invoice from the ACHA, the County will make the Trust Funding payable to the ACHA. The County may make payments to ACHA in one or more installments during the term of this Agreement. The Parties agree that ACHA and Family Promise will provide to the County's Department of Community Support Services the ability to monitor and will provide documentation upon request stating the use of the Trust Funding for the purposes provided herein. The Parties hereto understand that this Agreement is not a commitment of future appropriations by the County. The Trust Funding shall not be utilized by any party for any other purpose except that described this Agreement.

2. Administration: The Parties agree that during the Renewal Term stated above, ACHA may send invoice(s) to the County in an amount not to exceed \$30,000 to assist in covering the administrative costs and services performed by ACHA in supporting the Partners in Housing Initiative ("administrative fee"). The County may make payments of the administrative fee to ACHA in one or more installments during the term of this Agreement. This administrative fee is calculated as 10% of the Trust Funding for the Renewal Term and is not to be considered an increase or

an additional amount above and beyond the set Trust Funding amount allocated and listed in paragraph 1 above. The Parties agree that ACHA will provide to the County's Department of Community Support Services the ability to monitor and confirm use of the administrative fee is properly applied to support the Initiative.

- 3. Collaboration: Execute and manage this Agreement jointly with the ACHA. Collaborate with and assist ACHA in developing, implementing, and evaluating the Initiative.
- 2. Amendment. Section F titled "Term" shall be amended as follows:
  - F. <u>Term.</u> This Agreement is effective on the day the last party signed it, which was on October 14, 2022 ("effective date") and continues through October 14, 2026, unless earlier terminated as provided herein. This Agreement may be renewed at the option of the Parties upon a written amendment to this Agreement signed by all Parties.
- 3. <u>Effective Date</u>. This Amendment shall be effective upon and after full execution of this Amendment by the Parties.
- 4. <u>Original Agreement</u>. Unless expressly amended herein, all other terms and provisions of the original Agreement between the Parties, including its Exhibits, shall be and remain in full force and effect

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

## 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
	ALACHUA COUNTY HOUSING AUTHORITY
	By:
	Print: Amanda Nazaro
	Title: Executive Director
	Date: November 25, 2024
	FAMILY PROMISE OF GAINESVILLE, FLORIDA, INC
	By:
	Print:
	Title:
	Date: