

FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT WITH THREE RIVERS LEGAL SERVICES INC., FOR HOUSING STABILITY SERVICES HOUSING STABILITY (ERAP) NO. 13899

THIS 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 , a Foreign for Profit Corporation which is authorized to do business in the State of Florida (“Professional”), who are collectively referred to as the “Parties”.

WITNESSETH:

WHEREAS, the Parties entered into a Professional Services Agreement, dated August 25, 2023, for housing stability and eviction prevention services identified by No. 13899 (the “Agreement”); and

WHEREAS, the Parties desires to amend the Agreement to update the scope of service and to do as otherwise provided herein.

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

A. Amendment. Section #5, of the Agreement titled “Payment”, sub-section A, is amended to read as follows:

The County will pay and Professional 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 Professional for the Services provided under this Agreement will not exceed the sum of \$277,289.78.

B. Amendment. Exhibit #1, of the Agreement titled “Scope of Service”, is deleted in its entirety and replaced with an update Exhibit 1 attached to this Amendment

C. Amendment. Exhibit #3, of the Agreement titled “Payment Schedule”, is deleted in its entirety and replaced with an updated Exhibit 3 attached to this Amendment

D. Effective Date. This Amendment shall be effective upon and after full execution of this Amendment by the Parties,

E. Original Agreement. Unless expressly amended herein, all other terms and provisions of the original Agreement between the Parties, including any prior amendments to the Agreement, shall be and remain in full force and effect. In the event any of the prior amendments to the Agreement conflict with this Amendment, the provisions of this Amendment shall prevail.

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

Alachua County Attorney's Office

(SEAL)

Professional

Signed by:
By: Katherine "Kasey" Wagner, Esquire
Print: Katherine "Kasey" wagner, Esquire
Title: President
Date: 12/4/2024

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 1: Scope of Service

**ERAP Housing Stabilization – Legal Services Project
Scope of Services**

Operations	
Funding Source	Department of Treasury – Emergency Rental Assistance Program (ERAP)
Funding Amount	NTE \$277,289.78 (cumulative total for term of Agreement)
Project Services Oversight Responsibility	Alachua County Community Support Services - Division of Social Services
Provider	Three Rivers Legal Services (TRLS)
Provider Staffing Plan	2 FTE – Staff Attorney
Partnerships	Provider will be working with the Alachua County Community Support Services Division of Social Services (DSS), Carr, Riggs, & Ingram (CRI), and a variety of community agencies across the County.
Timeline	August 2023: Provider will initiate Individual Case Assistance Services September 2025: End of Program Services December 2025: Closeout/Reporting for Project
Responsibilities	Engage with community, organizations, legal networks, etc. to identify potential renters that will benefit from services Implement, deliver services, and monitor performance Submit monthly reports on a timely basis

Reporting Requirements	<p>Provider will submit a monthly report which will include items, such as:</p> <ul style="list-style-type: none"> # of Referrals Received # of New Individual Cases # of Continuing Individual Cases # of Cases Resolved # of Evictions Diverted # of Unduplicated Households and Individuals Served <p>Specific data sets are established by the ERAP reporting system. A reporting summary form and spreadsheet will be provided for monthly submission. Note: Report data may be subject to change, based on funder requirements.</p> <p>Monthly billing invoice must reflect breakout of staffing and program administration and case related expenses.</p>
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Project Details	
Description	This project seeks to provide legal assistance with the goal of improving the housing stability of Alachua County renters. The individual casework will address a variety of barriers that affect an individual's ability to remain stably housed.
Target Population	As of September 2024, no income threshold or prior ERAP participation requirements are in place, but should a priority be needed for applicant selection, then 80% AMI and under applicants, could be prioritized.
Geography Served	Alachua County Residents
Capacity per year	2023: 90 Individual Legal Case Assistance 2024: 220 Individual Legal Case Assistance 2025: 165 Individual Legal Case Assistance
Accessibility	Individual case assistance will have an additional referral/verification step.
Location of Services	Individual legal casework will occur whenever possible in-person or virtually (within Alachua County)
Length of Services	All services must be completed by the end of the grant period – September 30, 2025

<p>Eligibility Criteria</p>	<p>Income: No income threshold</p> <p>Housing Status: Renter or displaced renter</p> <p>Residency: Currently an Alachua County resident</p> <p>Note: No prior ERAP participation required for individual legal assistance.</p>
<p>Disqualifiers</p>	<p>Not an Alachua County resident Housing legal issue outside of Alachua County Current homeowner Individuals that are already being billed from another payor source for same service</p>
<p>Establish Housing Stabilization Goal</p>	<p>Provider will identify one or more goals of housing stabilization that are impacted by barrier(s) being addressed through legal services:</p> <p>Goal 1: Increase income (benefits), which increases ability to maintain or obtain affordable housing Goal 2: Reduce liability, which increases ability to maintain or obtain affordable housing Goal 3: Reduce housing barriers (background, past evictions, etc.)</p>
<p>Service: Individual Legal Case Assistance</p>	<p>Provide legal Individual legal case assistance to include consultation, representation, etc.</p> <ul style="list-style-type: none"> • Housing issues (i.e. eviction defense, security deposit recovery, etc.) • Consumer reports/rental screening issues • Child support modification/enforcement • Dissolution of marriage • Public benefits applications and appeals • Reemployment assistance applications and appeals • Consumer debts and credit issues that affect ability to obtain housing • Driver's license revocation and citations • Veterans discharge status upgrades • Garnishment of wages or bank accounts • Any other areas that affect housing stability
<p>Eligible Activities</p>	<p>Advocacy Advice Consultation Negotiation not involving court proceedings Legal Case Management Mediation Representation (Court or Administrative Proceeding)</p>

**Three Rivers Legal Services - Alachua County ERAP Housing Stabilization Grant
Budget Proposal 2023 to 2025**

Grant Expenses	2023	2024 (7 Months)	2025 (9 months)	Total
TRLS Staff Attorney				
Salary (90% FTE)	\$ 31,875.00	\$ 44,625.00	\$ 57,375.00	\$ 133,875.00
Employer's Portion of FICA (7.65% of salary)	\$ 2,438.44	\$ 3,413.81	\$ 4,389.19	\$ 10,241.44
Unemployment Tax (0.4% of first \$7,000 of salary)	\$ 28.00	\$ 28.00	\$ 28.00	\$ 84.00
Workers' Compensation Ins. (0.19% of salary)	\$ 66.94	\$ 93.71	\$ 120.49	\$ 281.14
Health Insurance Benefit (\$1500 per month)	\$ 1,170.00	\$ 4,095.00	\$ 5,265.00	\$ 10,530.00
Retirement Benefit (5% of salary)	\$ 1,593.75	\$ 2,231.25	\$ 2,868.75	\$ 6,693.75
Life Insurance Benefit (\$7.30 per month)	\$ 36.50	\$ 51.10	\$ 65.70	\$ 153.30
Short-term Disability Benefit (0.27% of salary)	\$ 86.06	\$ 120.49	\$ 154.91	\$ 361.46
	\$ 37,294.69	\$ 54,658.36	\$ 70,267.04	\$ 162,220.09
TRLS Staff Attorney				
Salary (50% FTE)	\$ 7,225.00	\$ 25,282.62	\$ 31,875.00	\$ 64,382.62
Employer's Portion of FICA (7.65% of salary)	\$ 552.71	\$ 1,934.12	\$ 2,438.44	\$ 4,925.27
Unemployment Tax (0.4% of first \$7,000 of salary)	\$ 28.00	\$ 28.00	\$ 28.00	\$ 84.00
Workers' Compensation Ins. (0.19% of salary)	\$ 15.17	\$ 53.09	\$ 66.94	\$ 135.20
Health Insurance Benefit (\$650 per month)	\$ 650.00	\$ 2,275.00	\$ 2,925.00	\$ 5,850.00
Retirement Benefit (5% of salary)	\$ 361.25	\$ 1,264.13	\$ 1,593.75	\$ 3,219.13
Life Insurance Benefit (\$7.30 per month)	\$ 14.60	\$ 51.10	\$ 65.70	\$ 131.40
Short-term Disability Benefit (0.27% of salary)	\$ 19.51	\$ 68.26	\$ 86.06	\$ 173.83
	\$ 8,866.24	\$ 30,956.33	\$ 39,078.89	\$ 78,901.46
Total Grant Personnel Expenses	\$ 46,160.93	\$ 85,614.69	\$ 109,345.93	\$ 241,121.55
Administration & Overhead Expense (15% of grant costs)	\$ 6,924.14	\$ 12,842.20	\$ 16,401.89	\$ 36,168.23
Total Grant Expenses	\$ 53,085.07	\$ 98,456.89	\$ 125,747.81	\$ 277,289.78

EXHIBIT 3: Payment Schedule

Contract will be billed at an hourly rate of \$114.50 per hour, which was determined upon using the calculation indicated below:

Hourly Rate calculation	
# of hours worked per year by a Staff Attorney (on average)	1820
Total cost of Staff Attorney including benefits \$	111,276.10
Total hourly rate for Staff Attorney \$	61.14
# of hours worked per year by Admin towards grant	150
Approximate Cost per year for Admin/overhead towards grant \$	12,056.08
Total hourly rate for Admin Time \$	80.37
Total hourly rate \$	141.51

Invoices should be submitted to the County, no later than 15 days after the close of the calendar month, along with supporting documentation and reports.