

**THIRD AMENDMENT PROFESSIONAL SERVICES AGREEMENT BETWEEN ALACHUA COUNTY AND REBUILDING TOGETHER NORTH CENTRAL FLORIDA NO. 13489**

THIS Third 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 NCF 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 a Pilot for Energy Efficiency and Weatherization of Affordable Housing Grant Management Services (the “Project”), identified by No. 13489, with the option to increase to a full program at the discretion of the County (the “Agreement”); and

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

**WHEREAS** the Parties previously entered into the Second Amendment to the Agreement, dated January 11, 2024, through which the County added funds to expand the scale and continue the Pilot Project (the “First Amendment”); and

**WHEREAS**, on November 12, the County Board of County Commissioners approved moving from the Pilot to the Full Project with a total potential cost of \$3,000,000.00; and

**WHEREAS**, the Parties desire to amend the Agreement to initiate the Full Program 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 Updated Project Budget attached hereto as **Exhibit "3"** and incorporated herein by this reference, as attached to this Third Amendment. The Parties agree that the amount to be paid to the Contractor for the Services required for the Project will not exceed the sum of \$2,953,670.46 This sum includes previously allocated \$ 524,785.77 for the original Pilot Phases under the Agreement an additional \$1,075,878.91 for the first year of the Full Project and \$1,353,005.78 for the second year of the Full Project, that the County is now allocating for the Project.

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 hours expended 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 Division of Sustainability  
Environmental Protection Department  
14 NE First 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.

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

D. 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: \_\_\_\_\_  
Charles Chestnut, IV, 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: D. Bonaghan  
Title: Executive Director  
Date: 2/12/2025

**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: Updated Project Budget**

| <b>Alachua County Energy Efficiency Program</b>  |                         |                       |                         |
|--|-------------------------|-----------------------|-------------------------|
| <i>Rebuilding Together North Central Florida</i>   |                         |                       |                         |
| <b>PROJECT BUDGET</b>  | <b>Unit Price</b>       | <b>Contract Total</b> | <b>Notes</b>            |
| <b>Direct Project Expenses</b>   |                         |                       |                         |
| Contracted Upgrades  | 13,850 / home           | 623,250.00            | 45 homes                |
| Energy Tune-Up and Pre Assessment  | 1,150 / home            | 86,250.00             | 75 tune ups             |
| Other Project Costs (Title Searches, notary services, filing fees, etc.)   | variable, NTE total     | 25,500.00             |                         |
| <b>Personnel</b>   |                         |                       |                         |
| Executive Director + payroll expenses  | 32.91 / hour            | 17,376.48             | Estimated hrs/mo.<br>44 |
| Program Manager + payroll expenses   | 24.96 / hour            | 15,575.04             | 52                      |
| Community Engagement Specialist + payroll expenses   | 24.96 / hour            | 11,980.80             | 40                      |
| Office Administrator + payroll expenses  | 23.49 / hour            | 5,637.60              | 20                      |
| Rental Program Manager + payroll expenses  | 22.64 / hour            | 47,093.01             | 173.34                  |
| AmeriCorps Member Cost Share   | 100 / Month             | 1,200.00              |                         |
| AmeriCorps Member High Cost of Living Stipend  | 150.00 / Month          | 1,800.00              |                         |
| CWC Director + payroll expenses  | 32.08 / hour            | 16,938.24             | 44                      |
| CWC Tune-Up Technician + payroll expenses  | 22.34 / hour            | 46,473.65             | 173.34                  |
| Employee Insurance / Benefits  | 302.40 / Month          | 3,628.00              |                         |
| Mileage  | 0.70/mile               | 1,500.00              |                         |
| <b>Data Collection and Analysis</b>  |                         |                       |                         |
| Database Software and associated costs   | 100 / Month             | 1,000.00              |                         |
| Consulting Fee for Data Collection and Analysis (via We Are Neutral)   |                         | 12,000.00             |                         |
| <b>Administration / Overhead</b>   | 17.3% of total expenses | 158,676.09            |                         |
| <b>Total Spent in Pilot Phases</b>   |                         | 524,785.77            |                         |
| <b>TOTAL Year 1 Annual</b>   |                         | \$1,075,878.91        |                         |
| <b>TOTAL PROPOSED PILOT &amp; YEAR 1 PROGRAM</b>   |                         | 1,600,664.68          |                         |
| <b>Assumptions:</b>  |                         |                       |                         |
| * Rebuilding Together NCF understands that all budgets are aspirational documents, and that the pay rates, staff availability, and project needs are subject to change. We reserve the right to make adjustments to the above proposed budget based on program needs, so long as our total spending does not exceed the not to exceed amount of \$3,000,000.00 for the total contract. |                         |                       |                         |
| * This is an annual budget that assumes the program will run the full calendar year.   |                         |                       |                         |
| * Goal of 45 homes served in full this year, with 75 tune-ups completed to find the 45 eligible units  |                         |                       |                         |
| * This budget includes annual raises for staff in accordance with RTNCF policies and guidelines, and further raises should be assumed for Cost of Living adjustments, and performance bonuses in future years of the grant   |                         |                       |                         |
| * 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 Tune-Up Technician with an assumption that roles will be filled, and that total spending will not exceed the budgeted amount                             |                         |                       |                         |

| <b>Alachua County Energy Efficiency Program</b>  |                         |                       |                   |
|--|-------------------------|-----------------------|-------------------|
| Rebuilding Together North Central Florida  |                         |                       |                   |
| <b>PROJECT BUDGET</b>  | <b>Unit Price</b>       | <b>Contract Total</b> | <b>Notes</b>      |
| <b>Direct Project Expenses</b>   |                         |                       |                   |
| Contracted Upgrades  | 13,850 / home           | 831,000.00            | 60 homes          |
| Energy Tune-Up and Pre Assessment  | 1,150 / home            | 103,500.00            | 90 tune ups       |
| Other Project Costs (Title Searches, notary services, filing fees, etc.)   | variable, NTE total     | 25,500.00             |                   |
| <b>Personnel</b>   |                         |                       |                   |
|  |                         |                       | Estimated hrs/mo. |
| Executive Director + payroll expenses  | 35.21 / hour            | 18,590.88             | 44                |
| Program Manager + payroll expenses   | 26.71 / hour            | 16,667.04             | 52                |
| Community Engagement Specialist + payroll expenses   | 26.71 / hour            | 12,820.80             | 40                |
| Office Administrator + payroll expenses  | 25.13 / hour            | 6,031.20              | 20                |
| Rental Program Manager + payroll expenses  | 24.22 / hour            | 50,379.54             | 173.34            |
| AmeriCorps Member Cost Share   | 100 / Month             | 1,200.00              |                   |
| AmeriCorps Member High Cost of Living Stipend  | 150.00 / Month          | 1,800.00              |                   |
| CWC Director + payroll expenses  | 34.33 / hour            | 18,126.24             | 44                |
| CWC Tune-Up Technician + payroll expenses  | 23.90 / hour            | 49,713.91             | 173.34            |
| Employee Insurance / Benefits  | 302.40 / Month          | 3,628.00              |                   |
| Mileage  | 0.70/mile               | 1,500.00              |                   |
| <b>Data Collection and Analysis</b>  |                         |                       |                   |
| Database Software and associated costs   | 100 / Month             | 1,000.00              |                   |
| Consulting Fee for Data Collection and Analysis (via We Are Neutral)   |                         | 12,000.00             |                   |
| <b>Administration / Overhead</b>   |                         |                       |                   |
|  | 17.3% of total expenses | 199,548.17            |                   |
| <b>Total Spent in Pilot Phases</b>   |                         | 524,785.77            |                   |
| <b>Total Year 1 Annual</b>   |                         | 1,075,878.91          |                   |
| <b>TOTAL Year 2 Annual</b>   |                         | \$1,353,005.78        |                   |
| <b>TOTAL PROPOSED PILOT &amp; FULL PROGRAM</b>   |                         | 2,953,670.46          |                   |
| <b>Assumptions:</b>  |                         |                       |                   |
| * Rebuilding Together NCF understands that all budgets are aspirational documents, and that the pay rates, staff availability, and project needs are subject to change. We reserve the right to make adjustments to the above proposed budget based on program needs, so long as our total spending does not exceed the not to exceed amount of \$3,000,000.00 for the total contract. |                         |                       |                   |
| * This is an annual budget that assumes the program will run the full calendar year.   |                         |                       |                   |
| * Goal of 45 homes served in full this year, with 75 tune-ups completed to find the 45 eligible units  |                         |                       |                   |
| * This budget includes annual raises for staff in accordance with RTNCF policies and guidelines, and further raises should be assumed for Cost of Living adjustments, and performance bonuses in future years of the grant   |                         |                       |                   |
| * 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 Tune-Up Technician with an assumption that roles will be filled, and that total spending will not exceed the budgeted amount                             |                         |                       |                   |