

**COMMUNITY REDEVELOPMENT GRANT AGREEMENT BETWEEN ALACHUA  
COUNTY AND  
Rebuilding Together North Central Florida, Inc.**

THIS AGREEMENT made and entered into this \_\_\_\_\_ day of <sup>9/9/2020</sup>\_\_\_\_\_, A.D., 20\_\_\_\_ by and between Alachua County, a charter county and political subdivision of the State of Florida, by and through its Board of County Commissioners, hereinafter referred to as the "County," and Rebuilding Together North Central Florida, Inc., a not-for-profit corporation organized under the laws of the State of Florida hereinafter called "Agency." Collectively hereinafter the County and the Agency are referred to as the "Parties".

**WITNESSETH:**

**WHEREAS**, during the June 23, 2020 Board of County Commission Meeting the Alachua County Board of County Commissioners (BOCC) approved granting the Agency up to \$50,000.00 through the County Community Redevelopment Program, reimbursable as provided in this Agreement; and,

**NOW, THEREFORE**, in consideration of the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by the Parties, the Parties hereby agree as follows:

**Section 1. Term:**

A. This agreement is effective upon execution by all Parties, and continues through July 1, 2021, unless earlier terminated, as provided herein.

B. 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. Therefore, the continuation of this Agreement beyond the end of any 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.

**Section 2. Scope of Services:**

A. The County agrees to provide funding to the Agency for the program outlined in **Exhibit "1"** attached hereto and incorporated herein by reference.

B. The Agency agrees to provide, operate, and fully perform the program described in **Exhibit "1"**

**Section 3. Billing and Compensation:**

A. For the performance of the services detailed in Section 2 of this agreement, the County shall pay the Agency an amount not to exceed \$50,000.00, reimbursable pursuant to the terms of this Agreement.

B. As a condition precedent for any payment, the Agency shall submit monthly, unless otherwise agreed in writing by the County, an Invoice **Exhibit "2"** to the County requesting payment for services properly rendered and expenses due. No payment shall exceed one-third (1/3) of the total not to exceed amount awarded. The Agency invoice shall be accompanied by such documentation or data in support of expenses for which payment is sought as the County may require.

C. Submission of Agency's invoice for final payment shall further constitute Agency's representation to the County that, upon receipt by the Agency of the amount invoiced, all obligations of the Agency to others, including its consultants, incurred in connection with the Program, will be paid in full, that the services or expenses have not been reimbursed by another agency, and that the services provided served a public purpose. The Agency shall submit invoices to the County at the following address.

Office of Resilience, Climate Change, and Sustainability  
Second Floor, County Administration Building  
c/o Sean McLendon  
12 SE First, Street  
Gainesville, Florida 32601

D. In the event that the County becomes credibly informed that any representations of relating to payment are wholly or partially inaccurate, the County may withhold payment of sums then or in the future otherwise due to the Agency until the inaccuracy, and the cause thereof, is corrected to the County's reasonable satisfaction.

E. Payments for all sums properly invoiced shall be made in accordance with the provisions of Chapter 218, Part VII Florida Statutes (Local Government Prompt Payment Act).

F. The Agency shall submit its final invoice by July 1, 2021.

**Section 4. Audit, Records, and Reporting:**

A. The Agency agrees to:

- 1) Maintain financial records and reports relating to utilization of the funds.

2) Maintain books, records, document, invoices, and other evidence and accounting procedures and practices such as will permit the Agency to sufficiently and properly reflect all direct costs of any nature associated with the program.

3) Permit all such records described in 1) and 2) above to be subject to inspection, review, and audit by the Alachua County Finance and Accounting Department.

B. Reports shall be submitted on the forms and in the formats made available to the Agency. The County reserves the right to change the forms or formats of the reports without prior written notice to the Agency. The reports listed on attached **Exhibits 3** are mandatory. All reports and supporting presentations, images, charts, and graphs are to be in ADA accessible format. The Agency shall submit these reports to the County at the following address:

Office of Resilience, Climate Change, and Sustainability  
Second Floor, County Administration Building  
c/o Sean McLendon  
12 E First, Street  
Gainesville, Florida 32601

C. The County may defer payment to the Agency for noncompliance with contract deliverables or program requirements.

**Section 5. Default and Termination:**

A. The failure of the Agency to comply with any provision of this agreement will place the Agency in default. Prior to terminating the agreement, the County will notify the Agency in writing. This notification will make specific reference to the provision which gave rise to the default. The County will give the Agency seven calendar days to submit a plan for curing the default. The Office of Resilience, Climate Change, and Sustainability is authorized to provide written notice of default on behalf of the County, and if the default situation is not corrected within the allotted time, the County Manager, or designee, is authorized to provide final termination notice on behalf of the County to the Agency.

B. The County may also terminate the Agreement without cause by providing written notice to the Agency (hereinafter, "Termination for Convenience"). The County Manager is authorized to provide written notice of Termination for Convenience on behalf of the County. . In the event of such Termination for Convenience, Agency's recovery against County shall be limited to that portion of the Community Redevelopment grant for which the Agency has completed reimbursable work and properly submitted invoices to the County at the date of termination. Agency 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 Work, whether or not performed.

C. If funds to finance this Agreement become unavailable, the County may terminate the Agreement with no less than 24 hours' notice in writing to the Agency. The County will be the final authority as to the availability of funds. At the date of termination, the County may pay the Agency for that portion of the Community Redevelopment grant for which the Agency has completed reimbursable work and properly submitted invoices to the County. In the event of such Termination, Agency shall not be entitled to any further funding pursuant to this Agreement or any other recovery against County, including, but not limited to, damages, consequential or special damages, or any anticipated fees or profit on portions of the Work not performed.

**Section 6. Monitoring:** To the extent law, statute or ordinance does not limit a grant of access solely by the authority of the Agency, the Agency, by accepting public funds, agrees to permit persons duly authorized by the County to inspect all records, papers, documents, facilities, goods, and services of the Agency and interview any employees and clients of the Agency to be assured of satisfactory performance of the terms and conditions of this Agreement. When applicable, the County will identify any deficiencies to the Agency in writing and the Agency will prepare a corrective action plan to rectify all deficiencies noted. The Agency's failure to correct the deficiencies within the agreed upon time period may result in the County withholding payments or the Agency being deemed in breach or default resulting in termination of this Agreement.

**Section 7. Modifications:**

A. This agreement may be modified and amended by mutual agreement of the parties; however, any modification shall only become effective upon incorporation of a written amendment to this agreement, duly executed by both parties. The parties further agree to negotiate amendment(s) to this agreement if necessary due to changes in applicable federal or state laws or regulations makes changes in this agreement necessary.

B. County staff may accept and approve revisions to the Scope of Services, **Exhibit 1A** and Budget, **Exhibit 1B** and Unit of Service Cost Worksheet provided the revisions are consistent with the original submitted proposal and that such requests are made and agreed to in writing. Requested revisions may not include additional fiscal impact or changes to Board of County Commission approved annual funding allocation.

**Section 8. Notices:** Except as otherwise provided in this Agreement any notice of default or termination from either party to the other party must be in writing and sent by certified mail, return receipt requested, or by personal delivery with receipt. All notices shall be deemed delivered two business days after mailing, unless delivery is by personal delivery in which case delivery shall be deemed to occur upon actual receipt by the other party. For purposes of all notices, Agency's and County representative are:

Alachua County: Office of Resilience, Climate Change, and Sustainability  
Second Floor, County Administration Building

c/o Sean McLendon  
12 SE First, Street  
Gainesville, Florida 32601  
smclendon@alachuacounty.us

Agency: Rebuilding Together North Central Florida, Inc.  
c/o Raymond D. (RD) Bonnaghan  
4550 SW 41st Boulevard, Suite 2,  
Gainesville, FL 32608  
rd@rebuildingtogetherncf.org

A copy of any notice shall also be sent to:

Alachua County: J.K. "Jess" Irby, Esq.  
Clerk of the Circuit Court  
12 SE 1<sup>st</sup> Street  
Gainesville, Florida 32601  
Attn: Finance and Accounting

And to

Procurement Division  
12 SE 1<sup>st</sup> Street  
Gainesville, Florida 32601  
Attn: Contracts

**Section 9. Assignment of Interest:** Neither party will assign or transfer any interest in this agreement without prior written consent of the other party.

**Section 10. Independent Contractor:**

A. In the performance of this agreement, the Agency will be acting in the capacity of an independent contractor and not as an agent, employee, partner, joint venture, or associate of the County. The Agency is solely responsible for the means, method, techniques, sequence, and procedure utilized by the Agency in the full performance of this agreement. Neither the Agency nor any of its employees, officers, agents or any other individual directed to act on behalf of the Agency for any act related to this Agreement shall represent, act, or purport to act or be deemed to be the agent, representative, employee or servant of the County.

B. If the Agency has chosen not to secure workers' compensation coverage under the Florida Workers' Compensation Act, and is outside of the construction industry with fewer than four employees, the Agency must post clear written notice in a conspicuous location accessible to all employees, telling employees and others of their lack of entitlement to workers' compensation benefits.

C. Policies and decisions of the Agency, which may be represented by the Agency in performance of this Agreement, shall not be construed to be the policies or decision of the County.

**Section 11. Indemnification:**

A. To the maximum extent permitted by Florida law, the Agency shall indemnify and hold harmless the County and its officers and employees from any and all liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees, caused by the negligence, recklessness, or intentional wrongful misconduct of the Agency or anyone employed or utilized by the Agency in the performance of this Agreement. Agency agrees that indemnification of the County shall extend to any and all Work performed by the Agency, its subcontractors, employees, agents, servants or assigns.

B. The Agency's obligation to indemnify under this Article will survive the expiration or earlier termination of this Agreement until it is determined by final judgment that an action against the County or an indemnified party for the matter indemnified hereunder is fully and finally barred by the applicable statute of limitations.

C. This obligation shall in no way be limited in any nature whatsoever by any limitation on the amount or type of the Agency's insurance coverage. This indemnification provision shall survive the termination of the Agreement between the County and the Agency.

D. In any and all claims against the County or any of its agents or employees by any employee of the Agency, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this Article shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Agency or any Subcontractor under workers' compensation acts, disability benefit acts or employee benefit acts.

E. Nothing contained herein shall constitute a waiver by the County of sovereign immunity or the provisions or limits of liability of §768.28, Florida Statutes.

**Section 12. Laws & Regulations:** The Agency will comply with all laws, ordinances, regulations, and building code requirements applicable to the work required by this agreement. The Agency is presumed to be familiar with all state and local laws, ordinances, code rules and regulations that may in any way affect the work outlined in this agreement. If the Agency is not familiar with state and local laws, ordinances, code rules and regulations, the Agency remains liable for any violation and all subsequent damages or fines.

**Section 13. Non-Waiver:** The failure of either party to exercise any right shall not be considered a waiver of such right in the event of any further default or non-compliance.

**Section 14. Severability:** Paragraph 11 is essential and indivisible provisions of this Agreement and shall be interpreted to provide the broadest protection to the County. If paragraph 11 is declared to be void by a court of law, then the entire Agreement shall be deemed void. If any other provisions of this Agreement are declared void by court of law, all other provisions will remain in full force and effect.

**Section 15. Entire Agreement:** This agreement contains all the terms and conditions agreed upon by the parties.

**Section 16. Collusion:** By signing this agreement, the Agency 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.

**Section 17. Conflict of Interest:** The Agency warrants that neither it nor any of its employees have any financial or personal interest that conflicts with the execution of this agreement. The Agency shall notify the County of any conflict of interest due to any other clients, contracts, or property interests.

**Section 18. Third Party Beneficiaries:** This agreement does not create any relationship with, or any rights in favor of, any third party.

**Section 19. Governing Law and Venue:** This agreement is governed in accordance with the laws of the State of Florida. Venue is in Alachua County.

**Section 20. Construction:** This agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared by one of the parties. It is recognized that both parties have substantially contributed to the preparation of this agreement.

**Section 21. Project Records:**

**A. General Provisions:**

1) Any document submitted to the County may be a public record and is open for inspection or copying by any person or entity. "Public records" are defined as all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business by any agency per Section 119.011(11), Florida Statutes. Any document is subject to inspection and copying unless exempted under Chapter 119, Florida Statutes, or as otherwise provided by law.

2) In accordance with Section 119.0701, Florida Statutes, the Agency, *when acting on behalf of the County*, as provided under 119.012(2), F.S., shall keep and maintain public records as required by law and retain them as provided by the General Record Schedule established by the Department of State. 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 unless exempted under Chapter 119, Florida Statutes, or as otherwise provided by law. Additionally, the Agency shall provide the public records at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

3) Agency shall 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 this Agreement and following completion of this Agreement if the Agency does not transfer the records to the County.

**B. Confidential Information**

1) During the term of this Agreement or license, the Agency may claim that some or all of Agency'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 Agency in accordance with Section 812.081, Florida Statutes, or other law, and is exempt from disclosure under the Public Record Act. Agency 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 information properly identified by the Agency as "Confidential Information" or "CI."

2) The County shall promptly notify the Agency in writing of any request received by the County for disclosure of Agency's Confidential Information and the Agency may assert any exemption from disclosure available under applicable law or seek a protective order against disclosure from a court of competent jurisdiction. Agency shall protect, defend, indemnify, and hold the County, its officers, employees and agents free and harmless from and against any claims or judgments arising out of a request for disclosure of Confidential Information. Agency shall investigate, handle, respond to, and defend, using counsel chosen by the County, at Agency's sole cost and expense, any such claim, even if any such claim is groundless, false, or fraudulent. Agency shall pay for all costs and expenses related to such claim, including, but not limited to, payment of attorney fees, court costs, and expert witness fees and expenses. Upon completion of this Agreement or license, the provisions of this paragraph shall continue to survive. Agency releases County from claims or damages related to disclosure by County.

**C. Project Completion:** Upon completion of, or in the event this Agreement is terminated, the Agency, *when acting on behalf of the County* as provided under 119.011(2), F.S., shall transfer, at no cost, to the County all public records in possession of the Agency or keep and



maintain public records required by the County to perform the service. If the Agency transfers all public records to the County upon completion or termination of the agreement, it must destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Agency keeps and maintains public records upon the completion or termination of the agreement all applicable requirements for retaining public records shall be met. All records stored electronically shall be provided to the County, upon request from the Counties custodian of public records, in a format that is compatible with the information technology systems of the County.

**D. Compliance**

1) An Applicant who fails to provide the public records to the County within a reasonable time may be subject to penalties under s. 119.10

**IF THE AGENCY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE AGENCY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE COUNTY REPRESENTATIVE AT E-MAIL: [publicrecordsrequest@alachuacounty.us](mailto:publicrecordsrequest@alachuacounty.us); PHONE: (352) 384-3132; ADDRESS: 12 SE 1<sup>st</sup> Street, Gainesville, FL 32601**

**Section 22. Communications:** The Agency shall maintain a working e-mail address and shall respond to e-mail communications from the County Program Manager, Sean McClendon or other representative within three business days from the time the e-mail was received electronically. The Agency agrees to notify the Program Manager of any changes in e-mail, staff, Board of Directors, postal mailing address, etc. within 24 hours of the change. The Agency agrees to add the e-mail and postal mailing addresses of the Program Manager to any mailing lists utilized for the purpose of announcements, status reports, and the like.

**Section 23. No Religious or Sectarian Requirement:** In accordance with Article 1, Section 3, Florida Constitution, and other applicable law, the funding provided under this Agreement may not be used in aid of any church, sect, or religious denomination or in aid of any sectarian institution. The program shall not promote the religion of the provider, be significantly sectarian in nature, involve religious indoctrination, require participation in religious ritual, or encourage the preference of one religion over another.

**Section 24. Award Acknowledgement of Support:** The Agency agrees to acknowledge the Alachua County Board of County Commission's support in all materials and announcements regarding this award, according to directives issued by the County. The phrase, "Supported by the Alachua County Board of County Commission's Community Redevelopment Grant", is to be added to all published material, announcements and websites related to this funding. Any use by Agency of any County Logo or other identifying design must be approved in advance by the County's Communications Office.

**Section 25. Counterparts:** This agreement may be executed in any number of and by the different parties hereto 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 fax or email with pdf attachment by a party or its designated legal counsel of an executed counterpart of this Amendment shall constitute valid and sufficient delivery in order to complete execution and delivery of this Amendment and bind the parties to the terms hereof.

**Section 26. Attachments:** All attachments to this agreement are incorporated into and made part of this agreement by reference.

**Section 27. 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. The County shall determine the means and methods by which electronic signatures may be used to execute this Agreement and shall provide the Agency with instructions on how to use said method. Delivery of this Agreement or any other document contemplated hereby bearing an manually written or electronic signature by facsimile transmission (whether directly from one facsimile device to another by means of a dial-up connection or whether mediated by the worldwide web), 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.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed for the uses and purposes therein expressed on the day and year first above-written.

**ALACHUA COUNTY, FLORIDA**

DocuSigned by:  
*Michele Lieberman*  
By: D3751CD42A4D47F...  
Michele Lieberman, County Manager

Date: 9/9/2020

**APPROVED AS TO FORM**

DocuSigned by:  
*Corbin Hanson*  
9FF93D92AF02438...  
Alachua County Attorney's Office

**ATTEST:**

*[Signature]*

**Agency**

By: *[Signature]*  
Print: R.D. Bingham  
Title: Executive Director  
Date: 8/21/20

INCORPORATED OR ARE OTHERWISE NOT A NATURAL PERSON, PLEASE PROVIDE A CERTIFICATE OF INCUMBANCY AND AUTHORITY, OR A CORPORATE RESOLUTION, LISTING THOSE AUTHORIZED TO EXECUTE CONTRACTS. IF A NATURAL PERSON, THEN YOUR SIGNATURE SHOULD BE NOTARIZED. SAMPLE FORMATS FOR NOTARY ARE AVAILABLE ON THE INTRANET UNDER THE PURCHASING/PROCUREMENT SECTION.

**ATTACHMENTS:**

1. Exhibit 1A: Scope of (Program) Services
2. Exhibit: 1B Budget
3. Exhibit 2: Invoice Form
4. Exhibit 3: Required Reports

## **Exhibit 1A: Scope of (Program) Services**

**Agency: Rebuilding Together North Central Florida, Inc.**

**Program: FY20 Community Redevelopment Grant for the Gainesville Metropolitan Area**

**Awarded Amount: \$50,000.00**

### **Program Description:**

Executive Summary Rebuilding Together North Central Florida (RTNCF) has been addressing substandard housing in Alachua County for over a decade through needed home repairs and accessibility modifications at no cost to underserved/low-income families. We bring together hundreds of volunteers every year to ensure our neighbors can be healthy, safe, and independent in their homes and communities for years to come.

During the COVID-19 crisis, RTNCF is taking precautions to ensure the wellbeing of our staff, neighbors, volunteers, and partners while remaining aware of and responding to our community's needs.

To this end RTNCF is launching an Emergency Repair Program designed to address urgent repairs before costly secondary effects set in. For example, RTNCF could repair a roof leak before water damage and mold become problematic. We intend to do targeted repairs that focus on keeping our neighbors safe and healthy in their homes, e.g. accessibility modifications, roofing, plumbing, and electrical repairs. To minimize risk to the homeowners and our volunteers, we will utilize subcontractors to perform the repairs in an efficient manner.

Additionally, our subsidiary organization, The Community Weatherization Coalition (CWC), is poised to continue offering its successful resource saving and cost reducing Energy Tune-Up Program, which has helped over 1,200 families save hundreds of dollars each year on their utility bills since 2008, with reduced risk via new DIY Tune-Ups. This program will provide low-to-moderate income clients with all the information and tools needed to reduce their utility usage without sacrificing quality of life via small changes, e.g. energy-efficient lights, water saving shower heads, and insulation for water heaters and A/C units.

Over 40 percent of all households within the Gainesville Core Based Statistical Area have at least one problem with their housing, such as high monthly cost burden, overcrowding, or deficiencies in the spaces and systems used for food and water. Among Black and Hispanic households, this number is nearly 55%. While Black citizens use 10% less electricity per person than our county average, they pay nearly 40% more of their income on energy. Only 28% of Black 3rd Graders are proficient readers, compared to 74% of White 3rd Graders. Safe and stable housing would reduce the number of minority children that never graduate high

school, never able to be equal competitors in our economy.

RTNCF is requesting \$50,000 to jumpstart our Emergency Repair Program as well as the CWC's DIY Tune-Up program. We will leverage our proven skills along with \$10,000 of our own budget, \$20,000 received from CAPP, and hopefully \$20,000 from Lowe's. We will use this funding to provide a minimum 10 owner-occupied households with emergency repairs and 15 households with DIY Tune-Ups.

As we are all spending more time at home than ever, maintaining affordable living and low-income homeownership is imperative as homeownership is often less costly than renting, provides a stronger foundation to climb out of the grasps of poverty, and helps equity to remain in communities. Through funding the Emergency Home Repair Program and DIY Tune-Up Program we can help families avoid the deciding between paying a bill, seeing a doctor, or having a roof over their head and focus on what is important; their wellbeing and maintaining their livelihoods.

#### Summary of Major Outcomes

- Goals
  - 1) Ensure vulnerable individuals can shelter in place safely, minimizing spread of COVID-19 and reducing strain on local hospitals and social systems in the Gainesville Metropolitan Area.
  - 2) Aid the most impacted by the COVID-19 crisis, including seniors and minorities, to maintain financial security.
  - 3) Improve the physical, psychological, and financial health of vulnerable communities including minorities, families, seniors, and disabled households living in poverty.
  - 4) Expand access to affordable, adequate housing in the Gainesville Metropolitan Area.
  - 5) Preserve and promote economic equity through homeownership in the Gainesville Metropolitan Area.
  - 6) Increase conservation of energy and water in the Gainesville Metropolitan Area.
  - 7) Reduce risk of homelessness of low-income homeowners in the Gainesville Metropolitan Area.
  - 8) Reduce or prevent the development and spread of slum and blight in the Gainesville Metropolitan Area via rehabilitation of existing residential properties.
  - 9) Mitigate absenteeism of impoverished and minority communities due to health and financial instabilities caused by substandard living environments, thereby increasing educational attainment and economic equity.

10) Support apprenticeship and employment opportunities for vocational trades in vulnerable populations by utilizing minority- and woman-owned subcontractors.

- Objectives

1) Complete a minimum of 10 Emergency Repairs at income-limited homeowner-occupied residences within the Gainesville Metropolitan Area.

2) Reduce the conditions that endanger the health of residents and/or contribute to structural deterioration at homes served by the Emergency Repair Program.

3) Increase the safety and independence of elderly and/or disabled residents served by the Emergency Repair Program via provision of needed accessibility modifications.

4) Supply a minimum of 15 DIY Tune-Up kits to income-limited residences within the Gainesville Metropolitan Area.

5) Reduce utility costs for at least 60% of households served by the DIY Tune-Up program.

6) Increase subcontracted labor utilized by 20%.

7) Support local minority- and woman-owned businesses via utilization of subcontracted services.

- Indicators

1) Number of households that received repairs via the Emergency Repair Program.

2) Number of time-sensitive major housing concerns hazardous to health/safety and/or structural stability addressed through the Emergency Repair Program.

3) Number of accessibility modifications provided by the Emergency Repair Program.

4) Number of low- to moderate-income individuals assisted through the Emergency Repair or DIY Tune-Up Programs.

5) Number of DIY Tune-Up kits provided.

6) Average reduction in utility costs at households receiving a DIY Tune-Up kit.

7) Number of households with reduction in utility costs after receiving a DIY Tune-Up kit.

8) Dollars spent on subcontracted work.

9) Number of local minority- and woman-owned businesses engaged.

## Emergency Repair Program (ERP) Outline

Rebuilding Together North Central Florida (RTNCF) is a home repair non-profit organization that brings volunteers and communities together in order to address housing needs of low-income homeowners. Our goal is to preserve affordable home ownership in Alachua County, and help homeowners in need remain safe and healthy in their homes, through provision/completion of critical home repairs and accessibility modifications at no cost to those who qualify.

In response to COVID-19, we are launching the following Emergency Repair Program with the goals of maintaining appropriate social distance to protect our vulnerable neighbors, while providing economic development opportunities for local subcontractors to maintain and increase employment opportunities. This document is designed to serve as an outline of the program. Policies and procedures will be revisited on a regular basis to include up-to-date information for safety protocols to protect our staff, our subcontractors, and the homeowners we serve.

Trained staff from RTNCF will document critical needs by interviewing applicant families and assessing their homes for the specific requested emergency repairs only. Staff will inspect homes from an appropriate distance from owners and family members, and will wear proper PPE. Homes will be served in the order in which they are qualified in order to facilitate these repairs with the greatest urgency possible. When repairs are complete, RTNCF will inspect work for completion prior to remitting payment to subcontractors, and when necessary, will collect all necessary building permits and inspection reports from the City or County as applicable.

### Applications:

A modified application will be created for the Emergency Repair Program to facilitate remote completion and submission of the application. RTNCF will make all necessary accommodations to take applications via email, phone, and to pick-up applications and/or income and household verification documents in person utilizing a no-contact pickup method.

### Eligible repairs will include:

Roofing, HVAC, Water Heaters, Emergency Plumbing, Emergency Electrical

The program is designed to serve primarily Low-income homeowners, but moderate-income applications may be considered on a case-by-case basis.

RTNCF will reserve the right to determine whether a requested repair meets the requirements of the Emergency Repair Program guidelines

### Selection:

Applications will be reviewed, visited, and qualified in the order received, and will be selected and scheduled on a first-qualified, first-served basis.

RTNCF will reserve the right to deny an application when households do not meet basic eligibility requirements (such as up to date property taxes, living within service area, etc.)

RTNCF will make a good-faith effort to engage as many appropriately qualified local subcontractors as possible, with preference given to minority and women-owned businesses.

Homeowners, subcontractors, and RTNCF staff will be required to sign-off on the COVID safety regulation agreements at the start of each project. Any owner, or subcontractor found to violate the approved safety regulations in place will be barred from participating in future projects.

RTNCF reserves the right to inspect and oversee that safety precautions are being followed appropriately.

Evaluation:

A survey will be provided to all homeowners participating in this program, as we attempt to solicit information regarding the homeowner's experience, suggestions for program improvements, and qualitative (or quantitative) difference repairs have made in their lives.

#### DIY Energy Tune-up Program

Overview:

The Community Weatherization Coalition (CWC) is seeking a way to continue to lower Alachua County residents' utility expenses and meet contractual tune-up goals (150/year) during this pandemic, as well as continue to offer ways to engage our volunteer Energy Coaches in helping their neighbors in need.

Draft plan:

Pre DIY-Tune-up: CWC staff or volunteers will collect the following information by phone or email prior to the DIY tune-up kit dispersal:

- Pre-questionnaire interview
- Picture (via text or email) of a recent client utility bill for us to review and prepare beforehand.
- Schedule a time for kit delivery or pick up.

Residents have the option for a CWC representative to drop off supplies and tools to their homes, wearing masks and gloves, or they may pick up from the parking lot of our office.



o Similar to a library-based checkout system, but residents keep designated items and return some items.

• To keep risk low, staff will maintain a “no contact drop off policy” and properly disinfect our supplies before and after.

DIY Inspection: Our inspection form for our regular home tune-up program is 8 pages. For the purpose of a DIY tune-up, we will include an adapted, 5-page, paper tune-up form based on our most impactful items and measures to install, the easier-to-understand information as our DIY-ers will not have the prior background of attending our 3-part, 12- hour, Energy Coach training. Residents will be asked to fill out the inspection form as they go, noting any concerns or reasons they could not do something. Staff or volunteer Energy Coaches can be available by phone or text for questions (or ZOOM if an option), during weekday business hours.

Post DIY Inspection: Residents will arrange to drop off (or have picked up) the completed inspection form, old light bulbs, and tools requested to be returned. Data from their DIY tune-up will be entered electronically by staff or volunteers to review and verify. Staff will properly disinfect supplies afterward to prepare for the next kit.

Additional Notes and DIY-Program Benefits include:

• DIY offers a safe alternative option for folks (pandemic or not) who do not want strangers in their home for 3+ hours, one of our program’s biggest barriers.

• Additionally, although the need may be greater for our service after things “open up,” the demand may not be for our in-home services due to safety.

• Keeps volunteers safe also, many of whom fall into the vulnerable population group. Some of most active volunteers, many of whom are seniors or immune- compromised, may not feel safe going into homes until a COVID-19 vaccine is created, which could be a year or more away.

• Allows us to reach some of our waiting wait list of nearly 100 households during stay-at-home orders.

**Exhibit 1B: Budget**

	<b>Unit Cost</b>	<b>Per Month</b>	<b>Monthly Total</b>	<b>Active Months</b>	<b>Contract Total</b>
<b>Projected Average Price of Emergency Repair:</b>	\$ 3,500.00	2	\$ 7,000.00	5	\$ 35,000.00
<b>Average Material Cost of DIY Tune-Up:</b>	\$ 350.00	3	\$ 1,050.00	5	\$ 5,250.00
<b>Emergency Repair Project Delivery Cost:</b>	\$ 295.45	2	\$ 590.91	5	\$ 2,954.55
<b>DIY Tune-Up Project Delivery Cost:</b>	\$ 150.00	3	\$ 450.00	5	\$ 2,250.00
<b>Administration:</b>	\$ 429.55		\$ 909.09		\$ 4,545.45
<b>Total:</b>	<b>\$ 4,725.00</b>		<b>\$ 10,000.00</b>		<b>\$ 50,000.00</b>

To be reported with each invoice:
# of Emergency Repairs Completed
# of DIY Tune-Ups Completed
ZIP Code for each address receiving ERP or DIY TU Services
# of Subcontractors Hired
Value of Repairs Completed
Value of Leverage Contributed

**Matching Funds:**

RTNCF \$10,000

CAPP \$20,000

Lowe's \$20,000

**EXHIBIT 2: PROGRAM UNIT COST INVOICE**

**(check appropriate invoice payment source, below)**

Invoice \_\_\_\_\_

<b>Today's date:</b>	
<b>Invoice time period:</b>	<b>From</b> ___ / ___ / ___ <b>to</b> ___ / ___ / ___
<b>Amount of reimbursement requested*:</b>	<b>\$</b> _____
<b>Agency name:</b>	
<b>Program name:</b>	
<b>Amount of BoCC-approved grant award:</b>	<b>\$</b> _____
<b>Cumulative total % of award \$s requested to date (including this request):</b>	_____ %
<b>Name &amp; title of invoice preparer:</b>	
<b>E-mail &amp; phone # of invoice preparer:</b>	

\*No invoice request may exceed one-third of your approved grant award amount.

**Address where payment should be sent:**

**(complete this section even if you have an existing EFT account)**

**Alternate payment option:**

Do you want payment issued via Electronic Funds Transfer (EFT)?  Yes  No

If "yes", do you have a completed EFT form on file with Alachua County?  Yes  No (If "no", please contact the County's Point of Contact request this form.) If your agency has a completed EFT form on file, has any of your agency's banking information changed since filing this form?  Yes  No (If "no", please contact the County's Point of Contact request this form.) Per my agency's Agreement with Alachua County, I hereby declare that the goods/services for which this invoice has been prepared have been properly and timely performed and at the level of service reflected herein, are allowable based on the agency's approved Budget and Unit of Cost Worksheet, have served a public purpose, that such expenses have been reasonably incurred in accordance with the Agreement, that the services or expenses have not been reimbursed by another agency, that all obligations of the agency covered by prior invoices have been paid in full, and that the amount requested is currently due and owing, there being no reason known to me that payment of any portion thereof should be withheld.

\_\_\_\_\_  
**Signature and title of authorized agency representative      Date**

**Exhibit 3: Required Reports**

<b>Reporting Period</b>	<b>Due Date</b>
Progress Payment Report: report to include breakdown of accomplishments per the major outcomes of the program for the month with supporting narrative.	Submitted with Monthly Invoice
Final Summary Report	On or before July 1, 2021
Summary Presentation of Final Report to the Board of County Commissioners Please make sure all reports, presentations, graphs, and images are ADA compliant.	On or before July 1, 2021

Please submit these reports **via e-mail and hard copy** to Alachua County to the attention of the following:

Office of Resilience, Climate Change, and Sustainability  
Second Floor, County Administration Building  
c/o Sean McLendon  
12 SE First, Street  
Gainesville, Florida 32601  
smclendon@alachuacounty.us

### Certificate Of Completion

Envelope Id: CBCEFCFAF376C49C39D014FDA57997052 Status: Completed  
 Subject: Please DocuSign: #11719 COMMUNITY REDEVELOPMENT GRANT AGREEMENT BETWEEN ALACHUA COUNTY AND Rebu...  
 Source Envelope:  
 Document Pages: 20 Signatures: 1 Envelope Originator:  
 Certificate Pages: 5 Initials: 0 Thomas (Jon) Rouse  
 AutoNav: Enabled trouse@alachuacounty.us  
 Envelope Stamping: Enabled IP Address: 216.194.144.254  
 Time Zone: (UTC-05:00) Eastern Time (US & Canada)

### Record Tracking

Status: Original Holder: Thomas (Jon) Rouse Location: DocuSign  
 9/2/2020 1:37:27 PM trouse@alachuacounty.us  
 Security Appliance Status: Connected Pool: StateLocal  
 Storage Appliance Status: Connected Pool: Alachua County Location: DocuSign

### Signer Events

Michele Lieberman  
 mlieberman@alachuacounty.us  
 County Manager  
 Security Level: Email, Account Authentication (None)

### Signature

DocuSigned by:  
  
 D3751CD42A4D47F...  
 Signature Adoption: Pre-selected Style  
 Using IP Address: 216.194.144.254

### Timestamp

Sent: 9/2/2020 1:45:14 PM  
 Resent: 9/9/2020 8:35:23 AM  
 Viewed: 9/9/2020 8:38:35 AM  
 Signed: 9/9/2020 8:38:53 AM

**Electronic Record and Signature Disclosure:**  
 Accepted: 9/9/2020 8:38:35 AM  
 ID: 28c5c493-9b79-46ee-9731-58f0617ce81d

In Person Signer Events	Signature	Timestamp
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Editor Delivery Events	Status	Timestamp
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Agent Delivery Events	Status	Timestamp
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Intermediary Delivery Events	Status	Timestamp
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Certified Delivery Events	Status	Timestamp
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Brandy Woodard  
 bwoodard@alachuacounty.us  
 Security Level: Email, Account Authentication (None)

  
 Using IP Address: 216.194.144.254

Sent: 9/2/2020 1:40:20 PM  
 Viewed: 9/2/2020 1:45:14 PM

**Electronic Record and Signature Disclosure:**  
 Accepted: 8/10/2020 1:37:14 PM  
 ID: 2f89da0f-83f1-4579-9807-a5bcef6f27b5

Carbon Copy Events	Status	Timestamp
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Witness Events	Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent Hashed/Encrypted 9/9/2020 8:35:23 AM  
 Certified Delivered Security Checked 9/9/2020 8:38:35 AM

<b>Envelope Summary Events</b>	<b>Status</b>	<b>Timestamps</b>
Completed	Security Checked	9/9/2020 8:38:53 AM
<b>Payment Events</b>	<b>Status</b>	<b>Timestamps</b>
<b>Electronic Record and Signature Disclosure</b>		

## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

From time to time, Alachua County (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

### **How to contact Alachua County:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: [mguidry@alachuacounty.us](mailto:mguidry@alachuacounty.us)

### **To advise Alachua County of your new email address**

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at [mguidry@alachuacounty.us](mailto:mguidry@alachuacounty.us) and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

### **To request paper copies from Alachua County**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to [mguidry@alachuacounty.us](mailto:mguidry@alachuacounty.us) and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

### **To withdraw your consent with Alachua County**

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:



i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;

ii. send us an email to [mguidry@alachuacounty.us](mailto:mguidry@alachuacounty.us) and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

### **Required hardware and software**

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

### **Acknowledging your access and consent to receive and sign documents electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Alachua County as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Alachua County during the course of your relationship with Alachua County.