

**SECOND AMENDMENT TO THE COOPERATIVE SERVICES AGREEMENT
FOR
ENERGY AND BUSINESS SERVICES**

THIS SECOND AMENDMENT is made and entered into with an effective date of December 31st 2022, by and between **CITY OF GAINESVILLE**, (a "Florida municipal corporation") through its utility, **GAINESVILLE REGIONAL UTILITIES ("GRU")**, with offices located at 301 SE 4th Avenue, Gainesville, Florida 32601, and through its Gainesville City Department, **GAINESVILLE COMMUNITY REINVESTMENT AREA ("GCRA")** with offices located at 2153 SE Hawthorne Road, Suite 223, Gainesville, Florida 32641, both together referred to as ("CITY") and **REBUILD TOGETHER NORTH CENTRAL FLORIDA, INC., d/b/a COMMUNITY WEATHERIZATION COALITION ("CWC")** ("**PROVIDER**"), a not for profit corporation, with its principal place of business at 4550 SW 41st Blvd. Suite 2, Gainesville, FL 32608, individually referred to as "Party" or collectively as "Parties."

WHEREAS, the Parties entered into an Agreement on October 1st, 2021 ("Initial Contract") with a termination date of September 30, 2022; and

WHEREAS, the Parties entered into the First Amendment of the Initial Contract whereby the respective cooperative services of the Parties as defined in Attachments "A", "C" and "D" were amended; and

WHEREAS, the Initial Contract provides for three (3) one (1) year extensions upon mutual agreement and availability of funds; and

WHEREAS, the Parties mutually agree to further amend Attachment A; and

WHEREAS, the Parties desire to exercise a 1 year renewal to continue the Initial Contract through December 30, 2023.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants contained herein, the Parties agree as follows:

1. Attachment "A", attached hereto and incorporated herein, has been amended by this Second Amendment. The Parties shall continue their respective cooperative services as set forth in the amended Attachments "A", "C", and "D", attached hereto and made a part thereof.
2. The term of the Initial Contract is extended through December 30, 2023.
3. All other terms and conditions of the Initial Contract and First Amendment, except as modified herein, shall remain in full force and effect.


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IN WITNESS WHEREOF, the Parties hereto have executed this Second Amendment on the date first above written.


REBUILD TOGETHER NORTH CENTRAL
FLORIDA, INC., d/b/a COMMUNITY
WEATHERIZATION COALITION

BY: 
RD Bonnaghan
RTNCF Executive Director
CWC Executive Committee Member

CITY OF GAINESVILLE d/b/a
GAINESVILLE REGIONAL UTILITIES

BY: 
Kinnzon Hutchinson
Chief Customer Officer


CITY OF GAINESVILLE

BY: 
Cynthia Curry (Feb 3, 2023 13:16 EST)
Cynthia Curry
City Manager

Approved as to form and legality:


Bianca Lherisson (Jan 26, 2023 10:54 EST)
Bianca Lherisson
Assistant City Attorney II

Procurement Representative


Aby Deal
Procurement Specialist III

ATTACHMENTS:

- Attachment "A" – Amended 4/1/22
(Attachment "B" – deleted)
- Attachment "C" – Amended 4/1/22
- Attachment "D" – Amended 4/1/22

**FIRST AMENDMENT TO THE COOPERATIVE SERVICES AGREEMENT
FOR
ENERGY AND BUSINESS SERVICES**

THIS FIRST AMENDMENT is made and entered into with an effective date of April 1, 2022 by and between **CITY OF GAINESVILLE**, (a "Florida municipal corporation ") through its utility, **GAINESVILLE REGIONAL UTILITIES ("GRU")**, with offices located at 301 SE 4th Avenue, Gainesville, Florida 32601, and through its Gainesville City Department, **GAINESVILLE COMMUNITY REINVESTMENT AREA ("GCRA")** with offices located at 2153 SE Hawthorne Road, Suite 223, Gainesville, Florida 32641, both together referred to as ("CITY") and **REBUILD TOGETHER NORTH CENTRAL FLORIDA, INC., d/b/a COMMUNITY WEATHERIZATION COALITION ("CWC") ("PROVIDER")**, a not for profit corporation, with its principal place of business at 4550 SW 41st Blvd. Suite 2, Gainesville, FL 32608 individually referred to as "Party" or collectively as "Parties," respectively.

WHEREAS, the Parties entered into an Agreement on October 1st, 2021 ("Initial Contract") with a termination date of September 30, 2022; and

WHEREAS, the respective cooperative services of the Parties as defined in Attachments "A", "C" and "D" have been amended, attached hereto and made a part hereof: and

WHEREAS, the respective cooperative services of the Parties as defined in Attachment "B" have been deleted to allow for an increase to the services provided in Attachment "A"; and

WHEREAS, the Initial Contract provides for three (3) one (1) year extensions upon mutual agreement and availability of funds; and

WHEREAS, the Parties desire to exercise a three (3) month extension to continue the Initial Contract through December 30, 2022; and


NOW, THEREFORE, in consideration of the foregoing premises and the mutual covenants contained herein, the Parties agree as follows:

1. The Parties shall continue their respective cooperative services as set forth in the amended Attachments "A", "C", and "D", attached hereto and made a part thereof.
2. Attachment "B", and all references thereto, are hereby deleted.
3. The term of the Initial Contract is extended through December 30, 2022.
4. All other terms and conditions of the Initial Contract, except as modified herein, shall remain in full force and effect.


(Remainder of page left intentionally blank.)

IN WITNESS WHEREOF, the Parties hereto have executed this First Amendment on the date first above written.


**REBUILD TOGETHER NORTH CENTRAL
FLORIDA, INC., d/b/a COMMUNITY
WEATHERIZATION COALITION**

BY: 
RD Bonnaghan
RTNCF Executive Director
CWC Executive Committee Member


**CITY OF GAINESVILLE d/b/a
GAINESVILLE REGIONAL UTILITIES**

BY: 
Kinnzon Hutchinson
Interim Chief Customer Officer

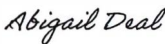
CITY OF GAINESVILLE

BY: 
Cynthia Curry (Apr 16, 2022 16:17 EDT)
Cynthia Curry
City Manager

Approved as to form and legality:


Lisa Bennett (Apr 15, 2022 10:47 EDT)
Lisa C. Bennett
Senior Assistant City Attorney

Procurement Representative


Aby Deal
Procurement Specialist III

ATTACHMENTS:

- Attachment "A" – Amended 4/1/22
(Attachment "B" – deleted)
- Attachment "C" – Amended 4/1/22
- Attachment "D" – Amended 4/1/22

AMENDED ATTACHMENT "A"

Scope of Work for GRU Energy Saving Educational Audits and Programs

- 1) Rebuilding Together North Central Florida, Inc. d/b/a Community Weatherization Coalition (CWC) will, subject to the provisions of this Agreement, and upon execution of this Agreement, receive up to a maximum budget of \$50,000 from the City of Gainesville, d/b/a/ Gainesville Regional Utilities (GRU) to support energy saving educational audits; including the installation or application of basic weatherization and/or efficiency measures, as well as the discussion of water and energy efficiency, GRU's utility bill, GRU's LEEPplus Program, and acknowledging funding provided by GRU with customers.

- 2) GRU shall provide payment amounts of \$10,050 per quarter, upon approval of quarterly substantive and financial reports submitted by CWC to GRU on or by March 30, June 30, September 30, and December 30. An invoice must be submitted for the initial funds and included with each quarters' reports. Each quarter, CWC shall carry out a minimum of 13 surveys within GRU's electric service territory, outside of Gainesville Community Reinvestment Area's (GCRA) territory, and dedicate at least 75 volunteer work hours towards CWC programs in GRU's Electric Service Territory. Substantive quarterly reports shall report on progress in performance indicators including; list of addresses and names of customers in GRU's territory, copy of invoice provided to GCRA that reflects a list of addresses and names of those located in GCRA's area, # energy auditor trainings and # energy auditors trained; # of community outreach events attended; estimated # community members attending events with CWC presence; #volunteer hours. The financial quarterly report shall show spending from GRU and other funding sources on staff; office; training; surveys and enhanced retrofits; administration; and other program expenses. In the event minimum requirements are not met by the dates specified above, GRU reserves the right to make the quarterly installment payment retroactively or proactively upon completion of the minimums required as long as they are met in the current fiscal year.

- 3) CWC volunteer auditors will conduct energy surveys and install efficiency measures, as appropriate, that include, but are not limited to, pipe insulation on refrigerant and on hot water lines, replacing incandescent bulbs with energy efficient lighting (LED), measuring and/or adjusting hot water temperature, cleaning refrigerator coils, measuring and/or adjusting water level in commode. Clients that require additional assistance, beyond the scope of the CWC surveys shall be referred to LEEPplus and CWC shall collaborate with GRU and other local agencies to mobilize additional resources for needed repairs and improvements. Audit forms will be completed during the visit. Upon completion of the final energy survey measures within GRU's service territory (this includes GCRA), a copy of the electronic survey form will be provided to the customer in whatever format is most practical, one copy retained by CWC and another provided to GRU's Energy & Business Services Department as part of the quarterly reporting. GRU shall take responsibility for protecting the privacy of individuals identified in the CWC survey forms to the extent allowed by law.

AMENDED ATTACHMENT "A" CONTINUED
**Scope of Work for GRU Energy Saving Educational Audits
and Programs**

1. CWC shall provide each surveyed house within GRU's electric service territory, as needed, an energy efficiency pack whose contents (with GRU's logo) will be reviewed and installed by CWC volunteer energy auditors. Each efficiency pack will include GRU's bill calculation sheets, GRU's appliance usage tables, GRU's LEEPplus application, two (2) dye tablets (for detecting toilet tank leaks), three (3) GRU temperature strips, two (2) packs of GRU's outlet gaskets and any other pertinent information GRU determines to be necessary for CWC clients at the time. Requests for materials and customer utility history will be fulfilled within one week of the request date. Any efficiency materials that are not installed at the time of the visit, and that clients decline to install themselves, will be noted on the energy survey, collected by the volunteer auditor and returned to CWC's inventory. GRU reserves the right to modify the contents of this pack at any time.
2. Within 90 days of the final fiscal year payment, CWC shall provide GRU with a final report that includes; summary of surveys (quantity, demographics including number of people living in households audited and map of location of audited home, and any general observations about this year's audit client population), description of measures installed, summary of training including quantity of auditors, anticipated savings from this year's efforts, and any relevant lessons learned.
3. All changes in procedural and reporting requirements shall be based on prior written mutual agreement.
4. Primary contacts are:

CWC

RD Bonnaghan

Executive Committee Member/RTNCF
Executive Director
(386) 503-1269
rd@rebuildingtogetherncf.org

Marianne Schmink

CWC Advisory Board President
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Alane Humrich

Program Director
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GRU

Scott Downie

Energy & Business Services
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Abigail Deal

Procurement Specialist III
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dealak@gru.com

Kinnzon Hutchinson

Chief Customer Officer (352)
393-6840
hutchinsonkm@gru.com

ATTACHMENT "C"
Scope of Work for GCRA Home Energy and Water Efficiency Initiative

1. Annual Budget.

Rebuilding Together North Central Florida, Inc. d/b/a Community Weatherization Coalition ("CWC") will, subject to the provisions of this Agreement, and upon execution of this Agreement, receive up to a maximum budget of \$70,132.00 (Seventy Thousand One Hundred and Thirty-Two Dollars) from the City of Gainesville through its department Gainesville Community Reinvestment Area ("GCRA"). This budget will be to support the CWC "Home Energy Tune-up Program" ("PROGRAM"). The total funding amount may vary in each renewal period based on program participation and approval of the City Commission.

2. Payment and Reporting.

The GCRA shall provide payments to the CWC as reimbursements up to \$985.00 (nine hundred eighty five dollars) per home every quarter. Up to \$400.00 (four hundred dollars) may be reimbursed for outreach expenses such as printing, or staff time. The CWC shall submit substantive quarterly financial and progress reports with the invoice.

Substantive quarterly progress reports shall contain information about the following performance indicators:

- Number of Tune-ups completed
- Name of Program Recipients;
- Home addresses of Program Recipients;
- Demographic details, including race, ethnicity, disability status, and veteran status of Program Recipients;
- Any community outreach activities including the number of community outreach events attended and the estimated number of community members attending events with CWC presence;

The quarterly financial report shall show the following:

- Cost per tune-up
- Marketing expenses

3. Tasks.

CWC will offer assistance to homeowners and renters through the CWC's Home Energy Tune-up Program in the GCRA Boundary. The CWC will also process applications and determine the eligibility of program recipients as outlined in Attachment "D" Program Guidelines. CWC representatives will refer customers to the LEEPplus Program. The CWC shall seek to collaborate with GRU and other local agencies to mobilize additional resources for needed repairs and improvements.

In addition, the GCRA and CWC will work together to perform community outreach to inform residents about the Program. The GCRA and CWC will identify applicants who are eligible to participate in the Program and assist interested participants in completing the required applications.

Attachment "D"
Reinvestment Area Home Energy and Water Efficiency Program Guidelines

INTRODUCTION

The Home Energy and Water Efficiency Initiative ("Initiative") is a partnership between the Community Weatherization Coalition ("CWC") of Alachua County and the Gainesville Community Reinvestment Area ("GCRA"). The mission of the Initiative is to lower the monthly utility bill of district residents and uphold the GCRA 10 Year Plan goal to support attainable housing. The Gainesville City Commission's Strategic Plan also outlines steps to create a "Great Place to Live & Experience" (Goal 3) by increasing affordable housing opportunities for both owner-occupied and rental units.

ABOUT THE PROGRAM
The **Home Energy Tune-Up Program** offers energy-saving educational audits, or "tune-ups". CWC volunteer auditors/energy coaches will conduct energy surveys, install efficiency measures, educate about conservation behaviors, and provide a free kit containing water and energy-saving supplies. Improvements may be volunteer-led, or if preferred, Recipients can perform their own "Do-it-yourself" DIY Tune-up improvements to a property through virtual guidance by CWC staff or volunteer auditors. The DIY Tune-up is an option for COVID-19 precaution.

Volunteer-led Services may include but are not limited to:

- Utility bill review and education
- Evaluation of the efficiency of major appliances
- Refrigerator coil cleaning
- Checking air filters
- Conservation behavior education (tips on thermostat settings, using a power strip, etc.)

Water and Energy Supply Kit may include but is not limited to:

- Pipe insulation- polyfoam (for water heater)
- Pipe insulation- rubber (for AC)
- Zip/cable ties
- Refrigerator temp card
- Thermostat settings card
- Hot water temperature card
- Water displacement bags or "toilet tank bank"
- Sink aerators- bathroom
- Kitchen sink aerator
- Standard showerhead
- Handle shower head
- LED Bulbs- 9- Watt
- LED Bulbs- 6 Watt
- LED bulbs—5 Watt, Candelabra style
- Toilet leak tablet packets
- 9-volt battery
- Carbon Monoxide Detector (if Recipient has indoor gas appliances)
- A packet of foam switch/outlet gaskets (Excluded from the DIY kit)
- GRU's bill calculation sheets
- GRU's appliance usage tables
- GRU's LEEPplus application

Additionally, the CWC will loan Recipients performing DIY improvements the following tools to be returned upon completion:

- Dial thermometer
- Channel-lock pliers
- Tape measure
- Scissors
- Refrigerator coil brush
- Selfie stick
- Safety glasses
- Hand trowel
- Flashlight
- Work gloves
- Thread seal tape

ELIGIBILITY

Eligible Recipients must reside within the GCRA District. Recipients must either make an annual income at or below HUD moderate-income guidelines (120% AMI), or are currently spending 10% or more of their annual income on utilities, AND are responsible for paying for their utility usage.

Property Eligibility

The property or unit must be primarily residential. The following properties are eligible under the Program:

- Single-family homes
- Apartment
- Duplex
- Triplex
- Quadplex
- Mobile Homes

Program Steps for Participants :

Step 1 . Application: Recipient completes the online or paper application to the (DIY or volunteer-led) **Home Energy Tune-up Program**. Applicants may access the application(s) by following this link: [Home Energy Tune-ups Community Weatherization Coalition](#)

Step 2 . Approval: After the Program application is approved, DIY Recipients will receive an initial phone consultation with CWC staff to discuss their utility bill and arrange their DIY tune-up kit dispersal. For volunteer-led tune-ups, CWC staff will contact applicants to schedule the in-home inspection.

Step 3 . Tune-Up Program Inspection:

- Two CWC auditors (staff and/or volunteers) will inspect the property in person. CWC auditors will identify sources of lost energy and water and examine major appliances.
- CWC Staff will consult on resident-led inspections(DIY tune-ups)as needed by resident.
- CWC auditors will educate the resident about conservation behaviors and provide a kit of water and energy-saving supplies.
- CWC auditors will perform improvements, or the program recipient will perform improvements through virtual guidance, as needed/requested.

Availability of Funding

Assistance will be awarded on a first qualified, first-serve basis and are subject to the availability of GCRA funding.











Amendment II for Contract 2022-023 CWC & GRU


Final Audit Report


2023-02-03


Created:	2023-01-26
By:	Abigail Deal (dealak@gru.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAlgs69FQIVtINg4DXGqD3AXPqLopmMV2S


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