

**AGREEMENT BETWEEN
LEVY COUNTY, FLORIDA
AND REBUILDING TOGETHER NORTH CENTRAL FLORIDA, INC.,
FOR THE HURRICANE HOUSING RECOVERY PROGRAM – HURRICANE IDALIA**

This Agreement is entered into between **LEVY COUNTY**, a political subdivision of the State of Florida, P.O. Box 310, Bronson, FL 32621 (the “County”) and **Rebuilding Together North Central Florida, Inc.**, a Florida Not for Profit Corporation (the “Consultant”) on November 19, 2024 (the “Effective Date”).

RECITALS:

WHEREAS, the County was awarded \$1.27 million in Hurricane Housing Recovery Program (HHRP) funds to use to assist households affected by Hurricane Idalia;

WHEREAS, the County initially utilized a firm already under contract with the County, but that firm did not perform satisfactorily and the County terminated their services; and

WHEREAS, the County is now running short on time to expend the Hurricane Idalia HHRP funds and the Board of County Commissioners waived competitive procurement in order to enter into this Agreement to engage Consultant to assist Levy County in expending the HHRP funds for the benefit of Levy County residents.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the parties agree as follows:

ARTICLE 1 – INCORPORATION OF DOCUMENTS

The Consultants Proposal and Budget and Payment Schedule consisting of 8 pages is attached as Attachment A and incorporated as a part of this Agreement.

ARTICLE 2 – CONSULTANT’S RESPONSIBILITIES

2.1 Consultant agrees to perform the services described in its Proposal (the “Services”) in accordance with this Agreement and the State HHRP Requirements. The Services shall be performed by Consultant to the full satisfaction of the County.

2.2 Consultant agrees to retain qualified personnel to perform the Services throughout the term of this Agreement. If Consultant is unable to do so, it shall provide prompt notice to the County.

2.3 Consultant shall comply with all federal, state, and local statutes, rules, codes, ordinances, and regulations that apply to performance of this Agreement.

2.4 As required by 119.0701, Florida Statutes, the following notice is given regarding the Consultant’s duty to comply with Florida’s public records laws (Chapter 119, Florida Statutes), as the same may be amended. Failure to comply shall constitute a breach of this Agreement. Specifically, but not by way limitation, Consultant shall:

- (i) Keep and maintain public records required by County to perform the services;
- (ii) Upon request by County’s custodian of public records, provide County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;

(iii) 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 the term of this Agreement and following completion of the services to be provided by Consultant under this Agreement if Consultant does not transfer the records to County; and

(iv) Upon completion of the services to be provided under this Agreement, transfer, at no cost, to County all public records in possession of Consultant or keep and maintain public records required by County to perform the services. If Consultant transfers all public records to County upon completion of this Agreement, Consultant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Consultant keeps and maintains public records upon completion of this Agreement, Consultant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to County, upon requests from County's custodian of public records, in a format that is compatible with the information technology systems of County.

The definitions contained in Chapter 119, Florida Statutes, apply to terms used in this section, unless alternate or more specific definitions for any such terms are provided in this Agreement. For the purposes of this Agreement, the term "custodian of public records" shall mean the County Manager or County or his/her designee.

IF CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

TELEPHONE: (352) 486-5218
EMAIL: LEVYBOCC@LEVYCOUNTY.ORG
MAILING ADDRESS: P.O. BOX 310, BRONSON, FL 32621

2.5 During the performance of this Agreement, in the event any services to be performed by the Consultant are or may be funded by federal funds or may be reimbursable by federal funds, the Consultant, for itself, its subcontractors, and any assignees and successors in interest agrees as follows: THIS SECTION IS RESERVED, AS NO FEDERAL FUNDS ARE BEING UTILIZED FOR THE HHRP PROGRAM.

ARTICLE 3 – TERM AND RENEWAL

3.1 The term of this Agreement shall begin on the Effective Date and shall continue until November 18, 2025 or until completion of the Services, whichever first occurs. This Agreement may be extended as necessary to complete the services by mutual written extension executed by both parties.

3.2 This Agreement may be terminated by County without cause upon no less than thirty (30) calendar days' advance written notice to Consultant. This Agreement may be terminated by the County for cause upon no less than ten (10) calendar days' advance written notice to Consultant, which notice specified the cause of termination and allows the Contractor a reasonable period in which to cure the cause of termination. This Agreement may be immediately terminated by the County in the following circumstances: funds necessary to pay for the Consultant's services are no longer available, the Consultant is placed either in voluntary or

involuntary bankruptcy or makes any assignment for the benefit of creditors, or the Consultant fails to comply with Florida's public records laws.

3.3 In the event of termination, Consultant shall be entitled to compensation for services rendered and costs incurred through the effective date of termination. All finished or unfinished documents, data, studies, surveys, analyses, sketches, tracings, specifications, plans, designs, design calculations, details, computations, drawings, maps, models, photographs, reports, and other work product prepared by Consultant shall become the property of County and shall be delivered by Consultant to County immediately upon the effective date of termination.

3.4 Notwithstanding the foregoing, the Consultant shall not be relieved of liability for damages sustained by the County from breach of the Agreement by Consultant and the County may reasonable withhold payment to Consultant for the purposes of set-off until such time as the exact amount of damages due the County from Consultant is determined.

ARTICLE 4 – COMPENSATION

4.1 County shall pay Consultant for the Services at the rates and direct costs as indicated in Attachment A.

4.2 Payment for services rendered by Consultant shall be made in response to invoices submitted upon completion of the applicable services. Consultant shall submit all invoices for payment of services to the Levy County SHIP Department for processing. Invoices shall be detailed as to nature of the services performed. Invoices shall include a summary of any amounts previously billed and any credits for amounts previously paid.

4.3 Consultant acknowledges that each invoice must be reviewed and approved by the County SHIP Manager or his/her designee. Should the County SHIP Manager, or his/her designee, determine that the invoice is not commensurate with the services performed, work accomplished or hours expended, Consultant shall adjust the invoice accordingly. However, Consultant shall be entitled to payment of any portion of an invoice not in dispute.

4.4 Invoices will be subject to, and County shall pay Consultants proper invoices in accordance with the Florida Prompt Payment Act.

4.5 In the event budgeted funds which are sufficient for the County to pay the amounts provided for under this Agreement are not available for any upcoming fiscal period, the County shall notify the Consultant of such occurrence and this Agreement shall terminate on the last day of the then current fiscal period without penalty or expense to the County.

ARTICLE 5 – COUNTY'S RESPONSIBILITIES

5.1 County shall perform the responsibilities contained in this Article in a timely manner so as not to delay the services of Consultant.

5.2 County shall furnish to Consultant, upon request of Consultant and at County expense, all existing studies, reports, and other available data pertinent to the services to be performed under this Agreement which are within the County's possession. However, Consultant shall be required to evaluate all materials furnished hereunder using reasonable professional judgement before relying on such materials.

5.3 County shall provide reasonable access and entry to all public property required by Consultant to perform the services described in this Agreement. All such access and entry shall be provided at County

expense. County shall also use reasonable efforts to obtain permission reasonable access and entry to any private property required by Consultant to perform the services in this Agreement.

ARTICLE 6 – CORRECTIONS

Consultant shall, without additional compensation, correct and revise any errors, omissions, or other deficiencies in its work product, services, or materials arising from the negligent act, error or omission of Consultant or any subcontractor or subcontractor(s) engaged by Consultant under this Agreement. The foregoing shall be construed as an independent duty to correct rather than a waiver of County's rights under any applicable statute of limitations. County review of, approval of, acceptance of, or payment for any of Consultant's work product, services, or materials shall not be construed to operate as a waiver of any County's rights under this Agreement, or cause of action County may have arising out of the performance of this Agreement. The provisions of this article shall survive the termination of this Agreement.

ARTICLE 7 – COUNTY PROPERTY

All documents, data, studies, surveys, analyses, sketches, tracings, specifications, plans, designs, design calculations, details, computations, drawings, maps, models, photographs, reports, and other documents and plans resulting from Consultant's services under this Agreement shall become property of and shall be delivered to County without restriction or limitation as to use. If requested, Consultant shall deliver the documents to the County within fifteen (15) calendar days. Any use for other than for the specific project for which such items were created shall be at sole risk of County. Any other use by Consultant or other parties requires prior written approval by the County, which may be granted or denied in the sole discretion of the County.

ARTICLE 8 – NOTICES

Any notice required or permitted to be sent hereunder shall be sent by United States first class mail, postage prepaid, or hand-delivered to the parties at the addresses listed below:

If to County:

County Manager
P.O. Box 310
Bronson, FL 32621

If to Consultant:

R.D. Bonnaghan, Executive Director
4550 SW 41st Boulevard, Suite 2
Gainesville, FL 32608

ARTICLE 9 – NO CONTINGENT FEES

Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Consultant to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for Consultant any fee, commission, percentage, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, County shall have the right to terminate this Agreement without liability and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration.

ARTICLE 10 – NO ASSIGNMENT; SUBCONTRACTING

10.1 Neither this Agreement, nor any interest herein, shall be assigned, transferred or otherwise encumbered, under any circumstances by Consultant without prior written approval of County.

10.2 Consultant may subcontract work as described in the Proposal. Any subcontracting shall be the sole responsibility of the Consultant and shall be done in accordance with the Consultant's Procurement Procedures. Levy County shall not be a party to any such subcontract(s) and shall look to the Consultant for satisfactory performance of this Agreement.

ARTICLE 11 – INDEMNIFICATION

11.1 The Consultant agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless County and all of County's elected officials, officers, agents, and employees from and against all claims, liability, loss, and expense, including reasonable costs, collection expenses, attorneys' fees, and court costs which may arise because of the negligence (whether active or passive), misconduct, or other fault, in whole or in part (whether joint, concurrent, or contributing), of Consultant or its officers, agents or employees in performance or non-performance of its obligations under an agreement. Consultant recognizes the broad nature of this indemnification and hold harmless clause, as well as the provision of a legal defense to County when necessary, and voluntarily makes this covenant and expressly acknowledges the receipt of valuable consideration provided by County in support of these indemnification, legal defense and hold harmless contractual obligation in accordance with the laws of the State of Florida. This clause shall survive the termination of this Agreement. Compliance with any insurance requirements required elsewhere within this Agreement shall not relieve Contractor of its liability and obligation to defend, hold harmless and indemnify County as set forth in this provision. Nothing herein shall be construed to extend County's liability beyond that provided in Section 768.28, Florida Statutes.

11.2 The waiver by a party of any breach or default in performance shall not be deemed to constitute a waiver of any other or succeeding breach or default. The failure of the County to enforce any of the provisions hereof shall not be construed to be a waiver of the right of the County thereafter to enforce such provisions.

11.3 The provisions of this Article shall survive the termination of the Agreement.

ARTICLE 12 – INSURANCE

Before performing any work, the Consultant shall, at its sole cost and expense, procure and maintain throughout the term of this Agreement, insurance policies in coverages and limits required below, or to the extent ant in such amounts required and authorized by Florida Law.

In addition, for those policies that are allowed by law to carry an additional named insured, Consultant will provide declarations pages from policies or insurance policies (or other similar evidence) of insurance executed by a licensed insurance broker, brokerage or similar licensed insurance professional evidencing such coverage, listing coverages and limits, expiration dates, terms or policies and all endorsements, and shall include the Project Name, and naming "Levy County, a political subdivision of the State of Florida, its elected officials, officers, employees, agents, and volunteers," as a named, additional insured, as well as furnishing County with a certified copy, or copies, of said insurance policies.

In addition, each policy required below shall require that thirty (30) days prior to expiration, cancellation, non-renewal or any material change in coverages or limits, written notice thereof shall be given to County. Any and all deductibles to any insurance policy shall be the responsibility of the Consultant. Said insurance coverages procured by Consultant as required herein shall be considered, as primary insurance over and above any other insurance, or self-insurance, available to County, and that any other insurance, or self-insurance available to County shall be considered secondary to, or in excess of, the insurance coverage(s) procured by County as

required herein. Nothing herein shall be construed to extend County's liability beyond that provided in Section 768.28, Florida Statutes.

Coverages and limits for insurance required herein shall be as follows:

- A. **Worker's Compensation:** Coverage is to apply for all employees for statutory limits in compliance with the applicable state and federal laws. The policy must include Employers' Liability with a limit of \$500,000 each accident, \$500,000 each employee, \$500,000 policy limit for disease.
- B. **Commercial General Liability (Occurrence Form Required):** Consultant shall maintain commercial general liability (CGL) insurance with a limit of not less than \$300,000 each occurrence. If such CGL insurance contains a general aggregate limit, it shall apply separately to this location/project in the amount of \$600,000. CGL Insurance shall be written on an occurrence form and shall include bodily injury and property damage liability for premises, operations, independent contractors, products and completed operations, contractual liability, broad form property damage and property damage resulting from explosion, collapse or underground (x, c, u) exposures, personal injury and advertising injury. Damage to rented premises shall be included at \$100,000.
- C. **Commercial Automobile Liability Insurance:** Consultant shall maintain automobile liability insurance with a limit of not less than \$300,000 for each accident for bodily injury and property damage liability. Such insurance shall cover liability arising out of any auto (including owned, hired and non-owned autos). The policy shall be endorsed to provide contractual liability coverage.

ARTICLE 13 – CONTACT PERSONS

Upon written request of Consultant, the County Manager shall designate one or more County employee(s) to whom all communication pertaining to the day-to-day conduct of the performance of this Agreement shall be addressed.

ARTICLE 14 – SEVERABILITY

In the event that a court having appropriate jurisdiction deems any provision of this Agreement invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties. This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all terms and provisions hereof. One or more waivers by either party of any breach of any provision, term, condition or covenant shall not be construed by the other party as a waiver of any subsequent breach.

ARTICLE 15 – GOVERNING LAW/VENUE/WAIVER OF JURY TRIAL/SOVEREIGN IMMUNITY

This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. All parties agree and accept that jurisdiction of any dispute or controversy arising out of this Agreement, and any action involving in the enforcement or interpretation of any rights hereunder shall be brought exclusively in the Eighth Judicial Circuit in and for Levy County, Florida, and venue for litigation arising out of this Agreement shall be exclusively in such state courts, forsaking any other jurisdiction which either party may claim by virtue of its residency or other jurisdictional device. In the event it becomes necessary for the County file a lawsuit to enforce any term or provision under this Agreement, then the County shall be entitled to its costs and attorney's fees at the pretrial, trial and appellate levels. BY ENTERING INTO THIS AGREEMENT, CONSULTANT AND COUNTY HEREBY EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO THIS AGREEMENT. Nothing in this Agreement is intended to serve as a waiver of

sovereign immunity, or of any other immunity, defense, or privilege enjoyed by the County pursuant to Section 768.28, Florida Statutes

ARTICLE 16 – INDEPENDENT CONTRACTOR

Consultant enters into this Agreement as, and shall continue to be an independent consultant. All services shall be performed only by Consultant and its employees, subcontractors and subconsultants. Under no circumstances shall Consultant, its employees, subcontractors, or subconsultants look to the County as his/her employer, or as a partner, agent of principal. Neither Consultant, nor any of its employees, subcontractors and subconsultants, shall be entitled to any benefits accorded to the County’s employees, including without limitation worker’s compensation, disability insurance, vacation or sick pay. Consultant shall be responsible for providing, at Consultant’s expense, and in Consultant’s name, unemployment, disability, worker’s compensation and other insurance as well as licenses and permits usual and necessary for conducting the services to be provided under this Agreement.

ARTICLE 17 – THIRD PARTY BENEFICIARIES

It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of the Agreement to create in the public or any member thereof, a third party beneficiary under this Agreement, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement.

ARTICLE 18 – MISCELLANEOUS PROVISIONS

18.1 Pursuant to Section 215.4725, Florida Statutes, contracting with any entity listed on the Scrutinized Companies that Boycott Israel List or that is engaged in the boycott of Israel is prohibited. Any contractor for goods or services of One Million Dollars (\$1,000,000) or more may be terminated at the County’s option if it is discovered that the Consultant submitted false documents of certification, is listed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria.

18.2 As required by Section 287.133(3)(a), Florida Statutes: “A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity; may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases or real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or Consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.”

18.3 If it is discovered that Consultant provided false statements in the Non-Collusion Affidavit submitted with its proposal, or it is discovered that collusion existed between Consultant and any other proposers or parties, the responses of all participants in such collusion will be rejected and/or this Agreement terminated and no participants in the collusion will be considered in future procurement processes.

18.4 The Consultant must comply, as applicable, with the Civil Rights Act of 1964, the Age Discrimination in Employment Act, the Rehabilitation Act of 1973, the Americans with Disabilities Act, the Florida Civil Rights Act,

and Levy County Resolution 2011-59, and other laws that prohibit harassment and discrimination, all as the same may be amended. Specifically, but not by way of limitation, the Consultant agrees that:

- No person shall, on the grounds of race, color, sex, religion, age, disability, national origin, genetics, pregnancy or marital status, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program, activity or service funded through this Agreement.
- Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, disability, national origin, genetics, pregnancy or marital status. Consultant agrees to post notice in a conspicuous place, available to employees and applicants for employment, setting forth the provision of this non-discrimination clause.
- Consultant will, in all solicitations or advertisements regarding program activities, services provided or applications for employment, state that all qualified applicants will receive consideration for services or employment without regard to race, color, religion, sex, age, disability, national origin, genetics, pregnancy or marital status.
- County may require Consultant to submit reports, and permit the County access to Consultant's books, records, accounts and other sources of information and its facilities, as may be reasonably necessary to determine Consultant's compliance with laws that prohibit harassment and discrimination.

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement on the Effective Date.

BOARD OF COUNTY COMMISSIONERS
LEVY COUNTY, FLORIDA

Desiree Mills, Chair
Date: November 19, 2024

ATTEST: Danny Shipp, Clerk of the
Circuit Court and Ex-Officio Clerk of
the Board of County Commissioners

Danny Shipp, Clerk

Approved as to form and legal sufficiency

Nicolle M. Shalley, County Attorney

Rebuilding Together North Central Florida, Inc.

By: _____
Title: _____
Date: _____

ATTEST/WITNESS

Secretary of Corporation



Background and Context:

On Friday, October 18, 2024, RD Bonnaghan, Executive Director at Rebuilding Together North Central Florida (RTNCF) was contacted by Marlon Gayle, Housing Planner for Levy County, to request a meeting.

On Monday, October 21, 2024, RD Bonnaghan, Johnette Ross (Rural Program Manager at RTNCF), Marlon Gayle, and Shelia Jackson met to discuss the feasibility of RTNCF performing services for Levy County by administering the currently available Hurricane Housing Recovery Program (HHRP) funds. The funds are available to assist qualified Levy County residents affected by Hurricane Idalia in 2023. Levy County staff gave RTNCF staff guidance on what the program was designed for, how funds are to be used, and a general sense of the timeline in which funds need to be spent and/or encumbered. RTNCF staff were asked to submit a proposal with the appropriate details within ten days of the meeting.

On Wednesday, October 23, 2024, Levy County staff advised RTNCF that a proposal was needed by the morning of Monday, October 28th in order to be added to the agenda for the Levy County Board of Commissioners meeting on November 4th.

With a nearly 20 year history of providing housing programs in North Central Florida, and an office in Bronson, FL, RTNCF is uniquely positioned to provide services in the area at short notice, and the following proposal is a good-faith effort to partner with Levy County in administering these available funds. There are concerns with the timelines for activities, as the full first year for program administration is closing, and with the potential to recruit qualified applicants following three additional storms in the 2024 year. That said, RTNCF is ready, willing, and excited to partner with Levy County to use available HHRP funds to provide assistance to as many qualified Levy County residents as possible within the constraints.

Proposal Details:

Organization Name and Contact Info:

Rebuilding Together North Central Florida, Inc.

Primary Address: 4550 SW 41st Blvd, Suite 2; Gainesville, FL 32608

Levy County Address: 150 N Hathaway Ave; Bronson, FL 32621

Office Phone: 352-373-2573

Primary Contact: RD Bonnaghan, Executive Director

Primary Contact Phone: 386-503-1269

Primary Contact Email: rd@rebuildingtogetherncf.org

Mission Statement:

Repairing homes, revitalizing communities, rebuilding lives.

History and Capacity:

RTNCF's efforts to assist low-income homeowners in repairing unsafe conditions began in 1998 as a volunteer effort named Rebuild Gainesville, Inc. which incorporated in May 2005, as a non-profit organization to access greater numbers of volunteers and donors and to expand services to additional homeowners within Gainesville, FL. RTNCF then became an affiliate of the national organization Rebuilding Together and expanded services to all of Alachua County in 2008. Since its inception, RTNCF has repaired 12-30 homes per year through its critical repair program and engages hundreds of individual volunteers in thousands of hours of service annually. Due to the complications of the COVID-19 Pandemic, RTNCF piloted an Emergency Repair Program (ERP) in the summer of 2020 to make repairs for homeowners in need more quickly and to reduce volunteer activities, and to the best of our ability, person-to-person contact. The program completed repairs for 130% of the pilot goals. Due to the effectiveness of the program, and the ability to preserve homes in this way, RTNCF plans to offer ERP services in perpetuity to stabilize families and prevent further damage that could lead to displacement. The ERP focuses on roof repair, plumbing and septic repair, emergency electrical repair, and accessibility. Since then, RTNCF offers both Critical and Emergency Repairs for Alachua County residents. In 2022 we opened a satellite office in the city of Bronson in order to provide accessibility modifications for seniors in Levy County, and in 2022/23 began a new partnership with Alachua County's Energy Efficiency and Weatherization Program, to provide energy-efficiency upgrades to landlord/tenant applicants who meet the program criteria. The program continues to grow and expand to meet local housing needs in our communities. Rebuilding Together programs have very successfully served thousands of people in hundreds of unique homes over the course of our nearly 20 year history. The organization has considerable infrastructure and experience.

Operational Structure:

RTNCF is overseen by a 10-member Board of Directors. The day-to-day operations and authority are designated to the Executive Director, RD Bonnaghan, who manages and oversees the organization. Repair and Revitalization are currently managed by staff and AmeriCorps members under the direction of the Executive Director. Energy Efficiency Program staff include a Program Director and several Program Assistants. The program trains and oversees hundreds of volunteers per year locally. In Levy County, RTNCF has an office in Bronson and a full-time staff member operating there, as well as access to the support network of other staff and AmeriCorps members who work and serve primarily in the organization's Alachua County office, just 20 minutes away.

Proposed Activities:

Based on discussions with Levy County Housing staff, RTNCF proposes usage of Levy County designated Hurricane Housing Recovery Program (HHRP) funds in the following allowable activities:

- 1) Provision of flood insurance, and/or reimbursement of deductibles paid by qualified Levy County residents affected by Hurricane Idalia in grants of up to \$10,000 per housing unit.
- 2) Provision of repair and rehabilitation of homes affected by Hurricane Idalia for qualified Levy County residents, via deferred payment loan (DPL) as outlined in the Levy County Local Housing Assistance Plan of up to \$30,000 per housing unit.
- 3) Demolition and replacement of qualified housing units in Levy County via deferred payment loan (DPL) of up to \$170,000 as outlined in the Levy County Local Housing Assistance Plan, 2022-2025.

RTNCF proposed to implement a local strategy in Levy County, focusing on hard hit areas of the County most-likely to have been affected by Hurricane Idalia that includes a mixture of activities 1-3 listed above. RTNCF's history and experience lends itself well specifically to strategy 1-2 but 3 will be considered if eligible homes are recruited.

RTNCF proposes to utilize or encumber up to \$600,000 in program costs for these activities, as recruitment and deadlines allow. Given the short grant window, there is a good chance not all funds will be utilized by June 30th, 2025, but RTNCF will put forth a good-faith effort to utilize as much as possible.

Application Process / Recruitment / Qualification:

RTNCF proposes to first contact the list of applicants carried over from a previous service provider. Additionally, local RTNCF staff and board members will compile lists of affected property addresses, names, and phone numbers of residents and property owners in the area who were affected by the storm. All available leads from these methods will be contacted directly by RTNCF staff to begin the qualification process.

Additionally, RTNCF proposes to do some localized door-to-door outreach in communities highly impacted by Hurricane Idalia, specifically Inglis and Yankeetown, as well as contacting local municipalities to identify any potential applicants they may know of. The unknown nature of how many applicants will be recruited and qualified contributes to our hesitation to commit to expending the full amount of available funding.

When applicants are recruited, RTNCF staff will qualify the households based on two criteria:

- 1) Income -- Households will be qualified utilizing the guidelines of the Levy County Local Housing Assistance Plan 2022-2025. Households at or below ___% AMI will be considered qualified utilizing the chart below:

FY 2024 Income Limits Summary

| FY 2024 Income Limit Area | Median Family Income Click for More Detail | FY 2024 Income Limit Category | Persons in Family | | | | | | | |
|------------------------------------|---|--|-------------------|--------|--------|---------------|---------|---------|---------|---------|
| | | | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 |
| Levy County, FL HUD Metro FMR Area | \$64,700 | Very Low (50%) Income Limits (\$) Click for More Detail | 22,850 | 26,100 | 29,350 | 32,600 | 35,250 | 37,850 | 40,450 | 43,050 |
| | | Extremely Low Income Limits (\$)* Click for More Detail | 15,060 | 20,440 | 25,820 | 31,200 | 35,250* | 37,850* | 40,450* | 43,050* |
| | | Low (80%) Income Limits (\$) Click for More Detail | 36,550 | 41,750 | 46,950 | 52,150 | 56,350 | 60,500 | 64,700 | 68,850 |

- Unit eligibility based on hurricane impact -- Households will be qualified based on evidence of storm damage and/or flooding from Hurricane Idalia based on: photographic evidence, claims via insurance, claims via FEMA or other disaster assistance organizations.

RTNCF will have the authority to qualify and accept applicants for HHRP assistance utilizing these guidelines.

Project Cycle:

For Repair / Rehabilitation / Demolition and Reconstruction

RTNCF projects will officially open after a homeowner has signed a work agreement. Work agreements are provided to the homeowner and then generally read aloud to ensure accessibility and comprehension by a trained RTNCF representative during an in-person or phone appointment. SHIP-specific documents are executed in an official capacity by Levy County, but RTNCF is available and willing to be part of the process to whatever degree is practical and helpful.

Most projects are designed to take place over several weeks or months of professionally subcontracted work to address all the hazards identified in the initial inspection. When repairs are completed, they are reviewed by 1) RTNCF staff, 2) the homeowner, and 3) the City or County Building Inspector (when a permit is required).

Trained RTNCF representatives then work one-on-one with each family to educate them on home maintenance procedures, potential cost of future repairs/maintenance, and energy efficiency. Timely execution of the subrecipient agreement and contract will be necessary to assure that RTNCF will have the available cash flow and sufficient time to complete proposed project home repairs.

To assure cash flow, RTNCF will require a net-15 payment for repair/rehab projects with the option to submit a minimum of twice per month for reimbursement for the duration of the project. Alternately, if Levy County is able to provide an advance payment, a longer reimbursement schedule will be possible.

For provision of flood insurance and/or reimbursement of deductibles

RTNCF will collect the appropriate documentation from homeowners, and as funds are available will:

- 1) Assure coverage for flood insurance for a 12-month period is bound, and provide documentation for eligible Levy County residents affected by Hurricane Idalia;
- 2) Reimburse deductibles for insurance claims resulting from damage from Hurricane Idalia for eligible Levy County residents; or
- 3) Both, as budget allows with a maximum allowable expenditure of \$10,000.00

RTNCF will work directly with qualified applicants to bind coverage, and will submit invoices to Levy County staff for reimbursement along with proof of insurance and/or initially paid deductibles in accordance with the Levy County Local Housing Assistance Plan 2022-2025.

Time Schedule:

RTNCF is hyper aware of the time schedule requirements of administering Hurricane Housing Recovery Program funds with a deadline of June 30th, 2025 to utilize or encumber funds. As such, RTNCF plans to immediately begin outreach when the Board of County Commissioners votes to pursue an agreement and plans to complete outreach in targeted neighborhoods with high likelihood of damage from Hurricane Idalia on or before January 1, 2025. Insurance and deductible reimbursement expenditures can take place within days or weeks of application, while repair/rehabilitation projects will take additional time.

Repair/Rehab projects will begin as soon as a formalized contract is in place. The sooner we are able to execute a contract with Levy County, the more funds we will be able to administer within the time limits of the grant.

RTNCF estimates that all flood insurance and deductible reimbursements can/will be processed and submitted by the June 30th date, while repair/rehab/demolition and replacement may require an encumbrance by June 30th, with a completion date of no less than 12 months later (June 30th, 2026). In all cases, RTNCF will expedite project activities to the fullest degree possible.

| Budget: | |
|-------------------------|---------------------|
| Direct Program Services | Up to \$600,000.00* |
| Program Delivery Cost** | Up to \$12,000.00 |
| Administration Fee*** | Up to \$48,000.00 |
| TOTAL: | Up to \$660,000.00 |

* Maximum possible to spend, \$600,000 is the not-to-exceed amount. Maximum grants/agreements per household in each category as follows: \$10,000 for flood insurance and deductible reimbursement, \$30,000 for repair and rehab, \$170,000 for demolition/reconstruction

** As allowed by LHAP, 2% of total, not to exceed \$12,000

*** As allowed by LHAP, 6% of total, not to exceed \$48,000

Note: For future awards, RTNCF will require a higher administration fee, but is working with Levy County under the present conditions in good-faith

Available Upon Request:

Copy of Certificates of Insurance

Copy of most recent (and past) Agency Audit(s)

Organizational Chart

List of current Board Members/Officers.

Copy of current Annual Budget

Copy of Annual Report

Certificate of Nonprofit Incorporation and Tax Exempt [501(c)(3)] Designation

LEVY COUNTY
HHRP Idalia Budget/Payment Schedule
Rebuilding Together North Central Florida

| Direct Program Costs: | Max Budget Per Activity | Max Number of Homes |
|---|-------------------------|---------------------|
| 1. Flood insurance costs and/or deductible reimbursements | 10,000.00 | 60 |
| 2. Repair and Rehabilitation direct costs: material and labor used in performance of eligible repair activities on assisted eligible units | 30,000.00 | 20 |
| 3. Demolition and Replacement direct costs: all direct costs for demolition and replacement will be subcontracted if this strategy is to be utilized | 170,000.00 | 2 |
| Total Direct Program Costs: | 600,000.00 | TBD |
| **Note: RTNCF will monitor the number of homes per activity to assure that the TOTAL project allocation does not exceed the max allowable total award | | |
| Program Delivery Costs Per Unit: | | |
| 1. Flood insurance program delivery cost | 200.00 | 60 |
| 2. Repair and rehab program delivery cost | 600.00 | 20 |
| 3. Demolition and replacement program delivery cost | 3,400.00 | 2 |
| Total Program Delivery Costs: | 12,000.00 | TBD |
| Total Admin Fee Per Unit: | | |
| 1. Flood insurance program admin | 600.00 | 60 |
| 2. Repair and rehab program | 1,800.00 | 20 |
| 3. Demolition and replacement program | 10,200.00 | 2 |
| Total Admin Fee: | 48,000.00 | TBD |
| GRAND TOTAL | 660,000.00 | TBD |

Payment Schedule

Rebuilding Together North Central Florida (RTNCF) intends to submit on a reimbursement basis for payment in accordance with the activities listed in the chart above as often as weekly, but at least quarterly.

Reimbursement requests will include the number of homes completed in the reimbursement cycle per category and will be submitted with documentation of expenses for the related activity, with the percentage fees added for Program Delivery and Admin as percentages of the total program cost. (Example: a submitted \$10,000 insurance policy receipt will be accompanied by a request for \$200 in project delivery fees, and \$600 in admin for a total of \$10,800). An example of an acceptable format for such requests is included below.

RTNCF will additionally provide with this worksheet a list of addresses served, and which services were rendered at each address.

To allow for appropriate cash flow for the service provided to reasonably complete activities in accordance with the timeline of the program, RTNCF will expect reimbursement on a Net-30 basis.

| Levy County HHRP Reimbursement Request | | | | |
|--|---------------------|----------------|--------------------|-------------------|
| Service Provider Name: | | | | |
| Reporting Dates: | | | | |
| Program Expenditures | Approved Max Budget | Current Period | Cumulative To-Date | Available Balance |
| Direct Program Costs | | | | |
| Program Delivery Costs | | | | |
| Admin | | | | |
| TOTAL Expenditures | | | | |
| | | | | |
| Grant Balance at the end of this reporting period | | | | |
| Grant funds now requested | | | | |