



**CITY OF PORTLAND
AMENDMENT NO. 5 to
GRANT AGREEMENT NO. 32001607
FOR
HOME ENERGY SCORE PROGRAM IMPLEMENTATION**

This Amendment No. 5 amends Grant Agreement No. 32001607, dated the 14th day of June 2017, by and between Earth Advantage, Inc. ("Grantee"), a nonprofit of the State of Oregon, and the City of Portland, a municipal corporation of the State of Oregon ("City") by and through their duly authorized representatives. This Amendment may refer to Grantee and City individually as a "Party" or collectively as the "Parties."

The Effective Date of this Amendment is July 1, 2022. The purpose of this Amendment is to change the funding and oversight of certain Home Energy Score Program implementation activities that were transferred to the Oregon Department of Energy back to the City of Portland.

The Grant Agreement No. 32001607 was previously amended as follows:

Amendment No. 1, dated December 7, 2018, extended the term of the Agreement from June 30, 2020 to June 30, 2022, added Home Energy Report retention requirements in case of Agreement termination and authorized scope of work and budget in the amount of \$41,800 for the 2018-2019 fiscal year. It also amended the grant to a new not-to-exceed amount of \$200,000.

Amendment No. 2, dated December 23, 2019, added Home Energy Score data sharing guidelines and authorized scope of work and budget in the amount of \$20,900 for the 2019-2020 fiscal year.

Amendment No. 3, dated January 20, 2021, amended the agreement to describe Grantee's role in supporting customer support and compliance monitoring activities and authorized scope of work and budget in the amount of \$34,850 for the 2020-2021 fiscal year.

Amendment No. 4, dated July 1, 2021, extended the Grant Agreement by one year and documented that the funding and oversight of certain Home Energy Score Program Implementation activities were transferred to the Oregon Department of Energy.

The Parties agree to Amend the Grant Agreement No. 32001607 as follows:

1. Grantee's responsibilities under Grant Agreement No. 32001607 for customer service and compliance monitoring will no longer be overseen by the Oregon Department of Energy.

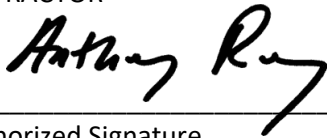
2. Funding for Grant Agreement No. 32001607 established in Amendment 4 will no longer be supplied by the Oregon Department of Energy and will revert back to the City of Portland. The city of Portland agrees to pay the \$67,450 remaining in the grant balance to Grantee through June 30, 2023. Roles and responsibilities and a funding table struck through in amendment 4 are added back in.
3. The Project Manager for this work is changing from Wendy Koelfgen to Andria Jacob.
4. Pricing: Exhibit D is replaced and updated per new Exhibit D_REVISED attached to and incorporated by reference.

All other terms and conditions of Agreement No. 32001607 remain unchanged by this Amendment and in full force and effect.

This Amendment may be signed in two (2) or more counterparts, each of which shall be deemed an original, and which, when taken together, shall constitute one and the same instrument. The Parties agree that they may execute this Amendment by electronic means, including the use of electronic signatures.

IN WITNESS WHEREOF, the Parties hereby cause this Amendment to be executed.

CONTRACTOR



7/5/2022

Authorized Signature

Date

Anthony Roy, Managing Director

Printed Name and Title

Address: 151 SW 1st #300

Portland, OR 97204

Phone: 503-968-7160

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Prepared By:
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Sent to Earth Advantage via email at mwinchel@earthadvantage.org

Exhibit D_REVISED to Grant Agreement No. 32001607

Amendment 5 Scope of Work and Budget

FY2022-23

EARTH ADVANTAGE ROLES AND RESPONSIBILITIES

In addition to the ongoing roles and responsibilities agreed to and outlined in Grant Agreement No. 32001607 and its amendments, GRANTEE, will undertake the following additional activities in FY22-23:

- 1. Perform compliance checks and generate lists of non-compliant homes.** Review a minimum of 10% of publicly accessible online Portland real estate listings to determine whether they meet City of Portland Home Energy Score requirements. Maintain compliance records in a program database and generate mailing lists for homes out of compliance and meet the criteria to receive warning and violation notices.
- 2. Provide compliance support services for home sellers and real estate professionals.** Respond to general inquiries from sellers and real estate professionals by operating a Home Energy Score help desk and support home sellers and real estate professionals to correct compliance issues following receipt of a compliance notification.

BUDGET AND DELIVERABLES

The attached budget reflects the services Earth Advantage is performing in support of the Home Energy Score programs that are funded directly by the City of Portland.

Activity	Deliverable	Funding Awarded
Salesforce database management/maintenance.	Database for tracking compliance information.	\$2,000.00
Review real estate listings for compliance with Home Energy Score requirements. Generate and provide mailing lists for non-compliance homes. Provide support to realtors to correct partial compliance issues.	Minimum of 10% of listing reviewed on a quarterly basis. Compliance data is documented on an ongoing basis. Report monthly on compliance rate. Spreadsheet mailing list of non-compliant homes and/or direct email contact with realtors with partially compliant listings.	\$39,270.00

Home Energy Score help desk support	<p>Help Desk responds to all incoming inquiries within two business days.</p> <p>Courtesy email notifications to listing agents (where available) for non-compliant listings.</p> <p>A weekly report summarizing the nature of inquiries to the help desk.</p>	\$26,180.00
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Payments

Upon invoice, Grantee will receive funding in two installments on the following schedule:

First installment: \$33,725 on December 31, 2022

Second installment: \$33,725 on June 30, 2023