

RESOLUTION NO. 30323

A RESOLUTION AUTHORIZING THE ADMINISTRATOR FOR THE DEPARTMENT OF ECONOMIC AND COMMUNITY DEVELOPMENT TO AMEND RESOLUTION NO. 30061, AND ENTER INTO AN AMENDED AND RESTATED AGREEMENT WITH CHATTANOOGA NEIGHBORHOOD ENTERPRISE, INC. (CNE), IN SUBSTANTIALLY THE FORM ATTACHED, TO INCLUDE AN ADDITIONAL SCOPE OF WORK FOR THE FACILITATION OF PAYMENTS OF RENTAL AND UTILITY ASSISTANCE TO IMPACTED, ELIGIBLE HOUSEHOLDS WITH INCOMES AT OR BELOW EIGHTY (80%) PERCENT AMI AND AT OR BELOW ONE HUNDRED TWENTY (120%) PERCENT AMI.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CHATTANOOGA, TENNESSEE, that it is hereby authorizing the Administrator for the Department of Economic and Community Development to amend Resolution No. 30061, and enter into an Amended and Restated Agreement with Chattanooga Neighborhood Enterprise, Inc. (CNE), in substantially the form attached, to include an additional scope of work for the facilitation of payments of rental and utility assistance to impacted, eligible households with incomes at or below 80% AMI and at or below 120% AMI.

ADOPTED: April 28, 2020

/mem

FIRST AMENDMENT TO PROFESSIONAL SERVICES CONTRACT

This First Amendment to the Professional Services Contract ("First Amendment") is made and entered into as of the 29 day of APRIL, 2020, by and between the City of Chattanooga ("City") and Chattanooga Neighborhood Enterprise, Inc. ("CNE") (collectively, the Parties). The Parties agree as follows:

RECITALS

- A. The Parties entered into that certain Professional Services Contract with an effective date of September 3, 2019 (the "Contract").
- B. The Parties now wish to amend the Contract as provided herein.

AMENDMENT

1. Section I – Background. The Background section is hereby amended by adding the following sentence to the end of the section:

"In addition to managing the loan portfolio as set forth above, the Subrecipient will use grant funds to respond to the economic impact of the COVID-19 pandemic by providing rental and utility payment assistance to eligible households."

2. Section II – Scope of Services. Section II Scope of Services is hereby amended by adding the following subsection:

D. Facilitate payment of rental and utility assistance during COVID-19 Pandemic

1. CNE will facilitate payment of rental and utility assistance to impacted, eligible households with incomes at or below 80% AMI as determined by the City.
2. CNE will facilitate payment of rental and utility payment assistance to impacted, eligible households with incomes at or below 120% AMI as determined by the City.
3. The City will develop applications for rental and utility assistance and develop processes and procedures to ensure only applicants with incomes at or below 80% AMI or at or below 120% AMI are accepted into the program. Approval documentation from the City will indicate the recipient has been approved for a payment, how much the payment is for and the name, contact and bank information of the landlord/vendor to be paid.
4. The City will submit a request to CNE to process payment of rent and/or utilities to landlords and utility providers (vendors) on behalf of eligible residents on a twice per week basis until available funds are extinguished or COVID-19 rental and utility assistance program is terminated. CNE agrees to process payment of rent and/or utilities to vendors within seven (7) days

upon receipt of payment request. All payments will be done by check, ACH or other electronic format.

5. CNE will enter payment(s) as an accounts receivable from the City. CNE accounting staff will assemble all the supporting documentation and submit an invoice to the City for reimbursement no more than twice per month.

3. Section III – Compensation and Method of Payment. Section III(A) is hereby deleted in its entirety and the following substituted in lieu thereof:

A. The Subrecipient shall be compensated for work done according to the scope of services described herein in an amount not to exceed One Million Two Hundred Seventy Thousand Dollars and 00/100 (\$1,270,000.00), as detailed below:

Funding Source	Maximum
City General Funds	\$170,000.00
City Capital Funds	\$100,000.00
Loans Re-payments	
HOME Funded Loans	\$88,500.00
CDBG Funded Loans	\$54,000.00
THDA Funded Loans	\$7,500.00
NSP Funded Loans	\$000.00
	<u> \$150,000.00</u>
Rental/Utility Assistance	
CDBG Funds	\$600,00.00
THDA Funds	\$250,00.00
	<u> \$850,000.00</u>
TOTAL	<u> \$1,270,000.00</u>

NO OTHER AMENDMENTS

Except as expressly amended herein, the Contract shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have executed this First Amendment as of the day and year first above written.

CITY OF CHATTANOOGA

CHATTANOOGA NEIGHBORHOOD ENTERPRISE, INC.

By: 

By: 

Title: Administrator

Title: President and CEO