

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE DIRECTOR OF GENERAL SERVICES TO EXTEND THE AGREEMENT WITH BRIGHTBRIDGE FOR THE ADMINISTRATION OF THE EPA BROWNFIELD REVOLVING LOAN FUND, FOR AN ADDITIONAL ONE (1) YEAR TERM COMMENCING AUGUST 1, 2015 AND ENDING JULY 31, 2016, WITH NO NEW FUNDS AND ACCORDING TO THE DESCRIPTION OF SERVICES AS DETAILED IN THE FIFTH AMENDMENT TO INDEPENDENT CONTRACTOR AGREEMENT FOR PROFESSIONAL SERVICES RELATED TO EPA REVOLVING LOAN FUND GRANT.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CHATTANOOGA, TENNESSEE, That the Director of General Services be and is hereby authorized to extend the agreement with Brightbridge for the administration of the EPA Brownfield Revolving Loan Fund, for an additional one (1) year term commencing August 1, 2015 and ending July 31, 2016, with no new funds and according to the description of services as detailed in the Fifth Amendment to Independent Contractor Agreement for professional services related to EPA Revolving Loan Fund Grant.

ADOPTED: _____, 2015

/mem

City of Chattanooga



Resolution/Ordinance Request Form

Date Prepared: August 10, 2015

Preparer: Cary Bohannon

Department: General Services

Brief Description of Purpose for Resolution/Ordinance: Res./Ord. # _____ Council District # _____ City-Wide

A RESOLUTION REQUEST AUTHORIZING THE DIRECTOR OF GENERAL SERVICES TO EXTEND THE AGREEMENT WITH BRIGHTBRIDGE FOR THE ADMINISTRATION OF THE EPA BROWNFIELD REVOLVING LOAN FUND, FOR AN ADDITIONAL ONE (1) YEAR TERM COMMENCING ON AUGUST 1, 2015 AND ENDING ON JULY 31, 2016, WITH NO NEW FUNDS AND ACCORDING TO THE DESCRIPTION OF SERVICES AS DETAILED IN THE *FIFTH AMENDMENT TO INDEPENDENT CONTRACTOR AGREEMENT FOR PROFESSIONAL SERVICES RELATED TO EPA REVOLVING LOAN FUND GRANT*.

Name of Vendor/Contractor/Grant, etc.	<u>Brightbridge</u>	New Contract/Project? (Yes or No)	<u>NO</u>
Total project cost \$	<u>No additional funds</u>	Funds Budgeted? (YES or NO)	<u>N/A</u>
Total City of Chattanooga Portion \$	<u>N/A</u>	Provide Fund	<u>N/A</u>
City Amount Funded \$	<u>N/A</u>	Provide Cost Center	<u>N/A</u>
New City Funding Required \$	<u>N/A</u>	Proposed Funding Source if not budgeted	<u>N/A</u>
City's Match Percentage %	<u>N/A</u>	Grant Period (if applicable)	<u>N/A</u>

List all other funding sources and amount for each contributor.

Amount(s)	Grantor(s)
\$ _____	_____
\$ _____	_____
\$ _____	_____

Agency Grant Number _____

CFDA Number if known _____

Other comments: (Include contingency amount, contractor, and other information useful in preparing resolution)

As part of the Resolution Request, draft of *Fifth Amendment to Independent Contractor Agreement for Professional Services Related to EPA Revolving Loan Fund Grant* is included.

Approved by:  DESIGNATED OFFICIAL/ADMINISTRATOR

Reviewed by: FINANCE OFFICE

Please submit completed form to @budget, City Attorney and City Finance Officer

Revised: 1/26/09

**FIFTH AMENDMENT TO INDEPENDENT CONTRACTOR AGREEMENT FOR
PROFESSIONAL SERVICES RELATED TO EPA REVOLVING LOAN FUND GRANT**

This Fifth Amendment to the Independent Contractor Agreement for Professional Services Related to EPA Revolving Loan Fund Grant (the "Fifth Amendment") is made effective the first day of August, 2015 (the "Effective Date"), by and between Brightbridge, Inc., (hereinafter "Contractor" or "Brightbridge"), and the City of Chattanooga, a municipal corporation, (hereinafter "the City").

RECITALS

WHEREAS, the parties entered into an Independent Contractor Agreement of Professional Services Related to EPA Revolving Loan Fund Grant (the "Agreement") effective June 1, 2009, defining the roles and responsibilities of the parties; and

WHEREAS, the parties entered into the First Amendment to the Agreement effective June 1, 2011 and ending May 30, 2012; and

WHEREAS, the parties entered into the Second Amendment to the Agreement effective June 1, 2012 and ending May 30, 2013; and

WHEREAS, the parties entered into the Third Amendment effective June 1, 2013 and ending on July 31, 2014; and

WHEREAS, the parties entered into the Fourth Amendment effective August 1, 2014 and ending on July 31, 2015; and

WHEREAS, the parties desire to further amend the Agreement as provided herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements, the parties hereby agree as follows:

PARAGRAPH NO. 1
AMENDMENT

1. Paragraph 1 of the Agreement is hereby deleted in its entirety and replaced with the following:

DESCRIPTION OF SERVICES. Brightbridge shall provide professional services as needed and as may be reasonably required to complete projects at varying stages including without limitation the following:

- Serve as the City's EPA Brownfields Revolving Loan Fund ("RLF") manager;
- Provide program and grant management services for the EPA Revolving Loan Fund;

- Assist in the finalization of the EPA RLF;
- Assist in the development of policies and procedures for operation of the EPA RLF;
- Coordinate and initiate community involvement and awareness;
- Market the EPA RLF;
- Review, approve and process all EPA loan applications;
- Prepare all loan documents and ensure they are properly executed;
- Coordinate state involvement and reporting;
- Service all loans throughout the loan term; and
- Comply with the terms of the Cooperative Agreement with the U.S. Environmental Protection Agency Grant No. 95441209, as modified by Modification No.,1 as the City's Fund Manager

(collectively, the "Services"). Brightbridge shall provide the Services as specified herein pursuant to the charges, terms and conditions of this Agreement. Brightbridge will provide the Services at its regular place of business during such hours as the City may reasonably require depending on the circumstances then existing for each specific project. The parties agree and understand that Brightbridge has designed its employee, Joe Guthrie ("Guthrie"), to serve as the program manager, and other staff to program duties as assigned by the program manager. The parties agree that Guthrie and other Brightbridge employees assigned to provide the Services will at all times be acting as an employee of Brightbridge in connection with the performance of the Services set forth herein.

2. Paragraph 2(a) of the Agreement is deleted in its entirety and replaced with the following:

2(a). The parties agree that this Amendment No. 5 does not change the total contractor payment amount to BrightBridge in the amount of \$191,000.00 for the period beginning August 1, 2009 and ending on July 31, 2016.

3. Paragrah 5(a) is hereby deleted in its entirety and replaced with the following:

5(a) The term of this Agreement shall commence on August 1, 2015 and shall continue in full force and effect until July 31, 2016 for a term of one (1) year.

4. No other modifications, amendments or changes of the provisions of the Agreement are to be affected by this Fifth Amendment.

IN WITNESS WHEREOF, the parties have executed this Amendment No 5 on the _____ day of _____, 2015, at Chattanooga, Hamilton County, Tennessee.

BRIGHTBRIDGE, INC.

CITY OF CHATTANOOGA, TENNESSEE

By: _____
Printed Name/Title: _____

By: _____
Printed Name/Title: _____