

**AMENDMENT #1 TO GRANT CONTRACT BETWEEN  
METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY  
BY AND THROUGH THE METROPOLITAN HOUSING TRUST FUND COMMISSION  
AND AFFORDABLE HOUSING RESOURCES, Inc.**

This contract amendment is entered into by and between **THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY ACTING BY AND THROUGH THE METROPOLITAN HOUSING TRUST FUND COMMISSION**, a municipal corporation of the State of Tennessee (hereinafter referred to as "**Metro**") and **AFFORDABLE HOUSING RESOURCES, Inc.** (hereinafter referred to as "**Recipient**"). It is mutually understood and agreed by and between said, undersigned contracting parties that the subject Grant Contract is hereby amended as follows:

1. Grant Contract section B.1 is deleted in its entirety and replaced with the following:

**B.1. Grant Contract Term.** The term of this Grant shall be from execution of the grant agreement until Project completion, but in no way greater than 36 months from the execution of the grant agreement. Metro shall have no obligation for services rendered by the Recipient which are not performed within this term.

The remaining provisions of the Contract shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Contract:

**Recipient: Affordable Housing Resources, Inc.**

By: \_\_\_\_\_

**Eddie Latimer, Executive Director**

Date: \_\_\_\_\_

5/28/24

**THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY:**

**APPROVED:**

*Peter Westerholm* Date 5/28/2024  
Peter Westerholm, Chair  
Metropolitan Housing Trust Fund Commission

**APPROVED AS TO AVAILABILITY OF FUNDS:**

DocuSigned by:  
*Kevin Crumbo* Date 7/2/2024  
62377A2A8742469  
Kevin Crumbo, Director  
Department of Finance

**APPROVED AS TO RISK AND INSURANCE:**

*Balogun Cobb* Date July 2, 2024  
Director of Risk Management Services

**APPROVED AS TO FORM AND LEGALITY:**

*Tessa V. Ortiz-Marsh* Date July 2, 2024  
Assistant Metropolitan Attorney

**APPROVED BY METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY:**

Freddie O'Connell Date \_\_\_\_\_  
Metropolitan County Mayor

ATTEST, this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

BY: \_\_\_\_\_  
Metropolitan Clerk

**AMENDMENT# 1 TO GRANT CONTRACT BETWEEN  
METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY  
BY AND THROUGH THE METROPOLITAN HOUSING TRUST FUND COMMISSION  
AND PROJECT RETURN, INC.**

This contract amendment is entered into by and between **THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY ACTING BY AND THROUGH THE METROPOLITAN HOUSING TRUST FUND COMMISSION**, a municipal corporation of the State of Tennessee (hereinafter referred to as "**Metro**") and **PROJECT RETURN INC.** (hereinafter referred to as "**Recipient**"). It is mutually understood and agreed by and between said, undersigned contracting parties that the subject Grant Contract is hereby amended as follows:

1. Grant Contract section B.1 is deleted in its entirety and replaced with the following:

**B.1. Grant Contract Term.** The term of this Grant shall be from execution of the grant agreement until Project completion, but in no way greater than 36 months from the execution of the grant agreement. Metro shall have no obligation for services rendered by the Recipient which are not performed within this term.

2. Grant Contract section C.3 is deleted in its entirety and replaced with the following:

**C.3 Payment Methodology.** The Recipient shall be compensated for actual costs based upon the Grant Budget, not to exceed the maximum liability established in Section C.1. Upon execution of the Grant Contract and receipt of a request for payment, the Recipient may be eligible to receive reimbursement for milestones as completed based upon the Grant Budget.

- a. Grant Draws

For a draw to be made, there must be a physical inspection of the property by Metro or an approved designee. The inspection must confirm appropriate completion of the project.

25% Pre-construction draw at execution of project assessment and work scope. Applicable reimbursable expenses include: lead-based paint inspection (if applicable), project assessment, and work-scope development costs.

Final 75% reimbursement requested on a bi-monthly basis as work progresses. Balance of grant upon receipt of a Final Use & Occupancy from local Codes (100% complete). All draw requests except for the first 25% draw must be inspected before funding.

The remaining provisions of the Contract shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Contract:

**Recipient: PROJECT RETURN, INC.**

BY  \_\_\_\_\_

**Rico X., Chief Executive Officer**

Date 6/3/24 \_\_\_\_\_

**THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY:**

**APPROVED:**

*Peter Westerholm*  
Peter Westerholm, Chair  
Metropolitan Housing Trust Fund Commission

5/28/2024  
Date

**APPROVED AS TO AVAILABILITY OF FUNDS:**

DocuSigned by:  
*Kevin Crumbo/mjw*  
62377A2A8742469...  
Kevin Crumbo, Director  
Department of Finance

7/2/2024  
Date

**APPROVED AS TO RISK AND INSURANCE:**

*Balogun Cobb*  
Director of Risk Management Services

July 2, 2024  
Date

**APPROVED AS TO FORM AND LEGALITY:**

*Tessa V. Ortiz-Marsh*  
Assistant Metropolitan Attorney

July 2, 2024  
Date

**APPROVED BY METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY:**

\_\_\_\_\_  
Freddie O'Connell  
Metropolitan County Mayor

\_\_\_\_\_  
Date

**ATTEST**, this the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

**BY:** \_\_\_\_\_ Metropolitan Clerk