

RESOLUTION NO. 31164

A RESOLUTION AUTHORIZING THE MAYOR OR HIS DESIGNEE TO ENTER INTO A FIRST AMENDMENT TO OFFICE LEASE WITH HAMILTON COUNTY MENTAL HEALTH COURT, IN SUBSTANTIALLY THE FORM ATTACHED, FOR THE USE OF AN ADDITIONAL TWO HUNDRED THIRTY-SIX (236') SQUARE FEET OF OFFICE SPACE, FOR A TOTAL OF THREE HUNDRED FORTY-FOUR (344') SQUARE FEET OF OFFICE SPACE AT THE FAMILY JUSTICE CENTER AT 5705 UPTAIN ROAD, IDENTIFIED AS TAX MAP NO. 157M-A-012, FOR THE AMENDED RENT OF ONE DOLLAR (\$1.00) ANNUALLY, FOR THE TERM THROUGH JUNE 30, 2023.

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BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CHATTANOOGA, TENNESSEE, That it is hereby authorizing the Mayor or his designee to enter into a First Amendment to Office Lease with Hamilton County Mental Health Court, in substantially the form attached, for the use of an additional 236 square feet of office space, for a total of 344 square feet of office space at the Family Justice Center at 5705 Uptain Road, identified as Tax Map No. 157M-A-012, for the amended rent of \$1.00 annually, for the term through June 30, 2023.

ADOPTED: June 28, 2022

/mem

**FIRST AMENDMENT TO OFFICE LEASE**

**THIS FIRST AMENDMENT TO OFFICE LEASE** (the “First Amendment”) is made and entered as of this \_\_\_ day of \_\_\_\_\_, 2022, by and between **THE CITY OF CHATTANOOGA, TENNESSEE** (“Landlord”) and **HAMILTON COUNTY MENTAL HEALTH COURT** (“Tenant”).

**WITNESSETH:**

**WHEREAS**, Landlord and Tenant are parties to that certain Office Lease with an Effective Date as of July 1, 2019 (the “Lease”); and

**WHEREAS**, Landlord and Tenant desire to amend the Lease;

**NOW THEREFORE**, for and in consideration of the mutual covenants herein contained and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **Amendment to Lease.** The Lease is amended as follows:
  - a. Section 1, definition of “Premises” is amended by deleting the reference to “108 rentable square feet” and replacing it with “344 rental square feet” as shown on attached Exhibit A.
  - b. Section 4 of the Lease is hereby deleted in its entirety and replaced with the following:

“4. Rent. Tenant shall pay Landlord rent in the amount of one dollar (\$1.00) per year on the 1<sup>st</sup> day of July each year during the term of this Lease. All rent may be paid by check and delivered personally or by First Class Mail to Landlord at City of Chattanooga, Department of Public Works, Suite 2100, Chattanooga, TN 37402. If payment is sent by mail, such payment is considered delivered as of the date of postmark.”
2. **Miscellaneous.** Except as specifically set forth in this First Amendment the Lease remains unchanged and in full force and effect. Capitalized terms used but not defined in this Agreement shall have the meanings set forth in the Lease. This First Amendment may be executed in one or more counterparts, all of which when taken together shall constitute a single instrument; provided however, that this First Amendment shall not be effective until signed by both Landlord and Tenant. Facsimile or other electronic signatures shall be deemed originals.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

**IN WITNESS WHEREOF**, the parties have caused this First Amendment to be duly executed in their respective corporate names, all as of the date first above written.

CITY OF CHATTANOOGA

By: \_\_\_\_\_  
JERMAINE E. FREEMAN  
*Senior Advisor for Economic Opportunity*

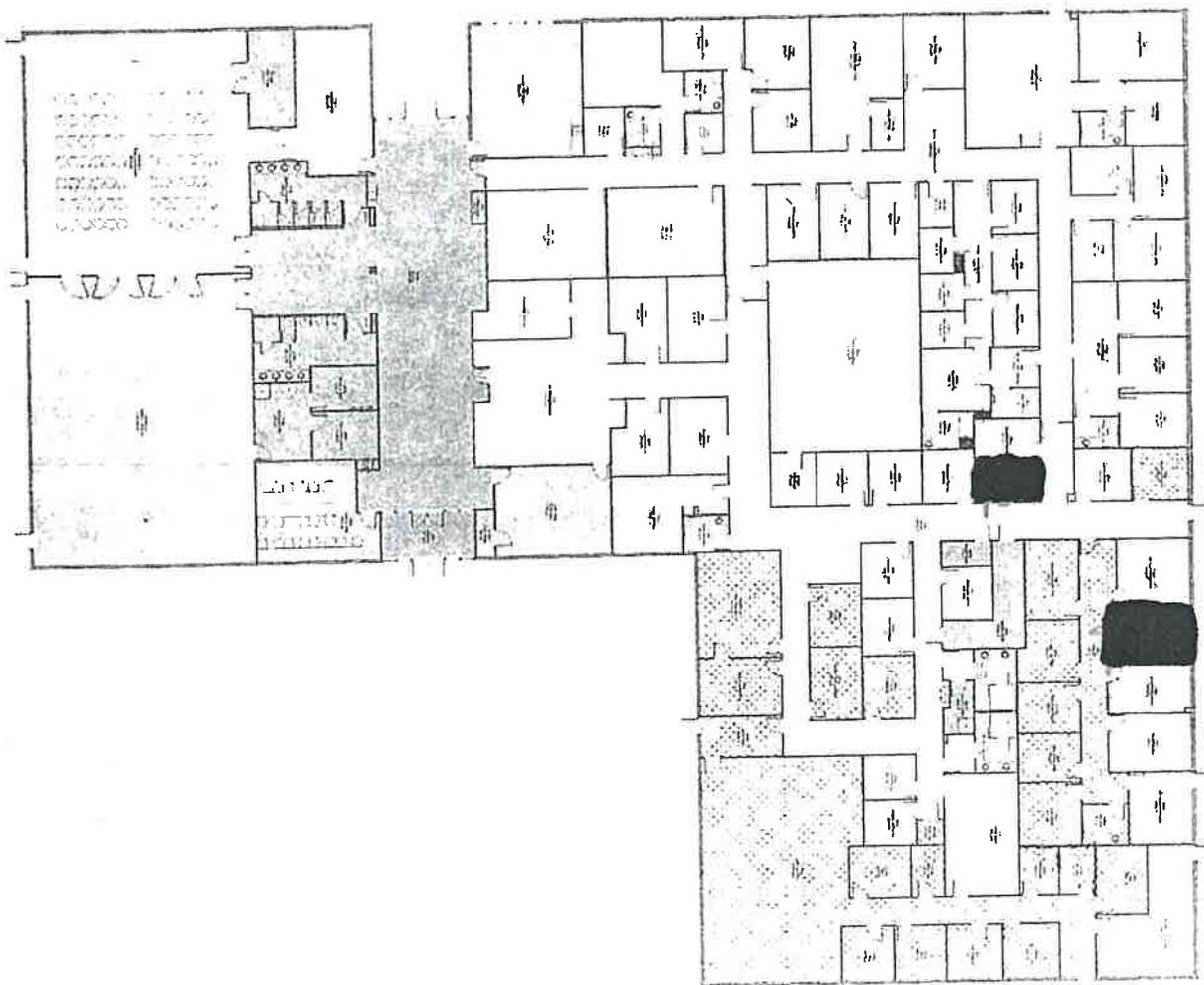
HAMILTON COUNTY MENTAL HEALTH  
COURT

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

# Hamilton County Mental Health Court

344 Square Feet

(Depicted in the darkest shaded area)



# Common Space

4,684 Square Feet

(Depicted in the darkest shaded area)

