

RESOLUTION NO. 31120

A RESOLUTION AUTHORIZING THE MAYOR OR HIS DESIGNEE TO ENTER INTO A FIRST AGREEMENT TO EXERCISE OPTION TO RENEW WITH STREET GRACE, INC., IN SUBSTANTIALLY THE FORM ATTACHED, FOR THE PERIOD THROUGH APRIL 30, 2024, AND TO ENTER INTO A FIRST AMENDMENT TO OFFICE LEASE, IN SUBSTANTIALLY THE FORM ATTACHED, FOR THE USE OF ONE HUNDRED SIX (106) SQUARE FEET OF OFFICE SPACE AT THE FAMILY JUSTICE CENTER LOCATED AT 5705 UPTAIN ROAD, IDENTIFIED AS TAX MAP NO. 157M-A-012, FOR THE RENT OF ONE DOLLAR (\$1.00) ANNUALLY.

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 Agreement to Exercise Option to Renew with Street Grace, Inc., in substantially the form attached, for the period through April 30, 2024, and to enter into a First Amendment to Office Lease, in substantially the form attached, for the use of one hundred six (106) square feet of office space at the Family Justice Center located at 5705 Uptain Road, identified as Tax Map No. 157M-A-012, for the rent of one dollar (\$1.00) annually.

ADOPTED: May 24, 2022

/mem

FIRST AGREEMENT TO EXERCISE OPTION TO RENEW

Agreement Title: OFFICE LEASE

Effective Date: May 1, 2020

Initial Expiration Date: April 30, 2022

Number of Previously Exercised Options: None

Tax Map Number: Portion of 157M-A-012

Property Address: Portion of the Family Justice Center at 5705 Uptain Road

Lessor: City of Chattanooga

Lessee: Street Grace, Inc.

Initial Term: Two years

Term Renewal Option: Two years

Term Renewal Expiration: April 30, 2024

By written mutual agreement of the above named Lessor and Lessee, the option to extend the original term of the Agreement is exercised. With the option to extend the term being exercised, the original Agreement of May 1, 2020, is hereby extended for two years to the date of April 30, 2024. There remain no options to extend the terms of the original Agreement of May 1, 2020. All terms and conditions of the original Agreement of May 1, 2020, and any subsequent Amendments shall remain in full force and effect.

Agreed upon this the ____ day of _____, 2022.

LESSEE

LESSOR
CITY OF CHATTANOOGA

Bob Rodgers, *Chief Executive Officer*

Jermaine E. Freeman
Senior Advisor for Economic Opportunity

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 **STREET GRACE, INC.** (“Tenant”), a Tennessee nonprofit corporation.

WITNESSETH:

WHEREAS, Landlord and Tenant are parties to that certain Office Lease with an Effective Date as of May 1, 2020 (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.** 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 1st day of December 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, 101 E. 11th Street, Suite G4, Chattanooga, TN 37402 Attn: Public Works Administration. 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

STREET GRACE, INC.

By: _____
Bob Rodgers, *Chief Executive Officer*