



**METROPOLITAN GOVERNMENT
OF NASHVILLE AND DAVIDSON COUNTY**

Planning Department
Metro Office Building
800 Second Avenue South
Nashville, Tennessee 37201

June 2, 2021

To: Flake Hudson II, Metro Finance

Re: Forensic Medical Lease
Planning Commission Mandatory Referral #2021M-019AG-001
Council District #05 – Sean Parker, Council Member
Council District #08 – Nancy VanReece, Council Member

On behalf of the Metropolitan Planning Commission, the following item, referred to the Commission as required by the Metro Charter, has been recommended for *approval* to the Metropolitan Council:

A request for a resolution to approve the Second Amendment to the Lease Agreement between The Metropolitan Government of Nashville and Davidson County and the State of Tennessee for operation of a medical examiner's office (Proposal No. 2021M-019AG-001).

The relevant Metro agencies (Metro Parks, Metro Public Works, Metro Water Services, Metro Emergency Communications, the Nashville Electric Service, Metro Finance – Public Property and the Metro Historical Commission) have reviewed the proposal and concur in the recommendation for approval. This request must be approved by the Metro Council to become effective. A sketch showing the location of the request is attached to this letter.

Conditions that apply to this approval: None.

This recommendation for approval is given as set forth in the Metropolitan Planning Commission Rules and Procedures. If you have any questions about this matter, please contact Sharon O'Conner at Sharon.oconner@nashville.gov or 615-862-7208.

Sincerely,

A handwritten signature in black ink that reads 'Robert Leeman'.

Robert Leeman, AICP
Deputy Director
Metro Planning Department
cc: Metro Clerk, Elizabeth Waites

Re: Forensic Medical Lease
Planning Commission Mandatory Referral #2021M-019AG-001
Council District #05 – Sean Parker, Council Member
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A request for a resolution to approve the Second Amendment to the Lease Agreement between The Metropolitan Government of Nashville and Davidson County and the State of Tennessee for operation of a medical examiner's office (Proposal No. 2021M-019AG-001).



AGENCY: Department of Health	LE2763
Second Lease Amendment Forensic Medical Building	The Metropolitan Government of Nashville and Davidson County

This Instrument Prepared By:
 State of Tennessee
 Real Estate Asset Management
 William R. Snodgrass Tennessee Tower
 24th Floor, 312 Rosa L. Parks Avenue
 Nashville, TN 37243-1102

SECOND AMENDMENT TO LEASE AGREEMENT

THIS SECOND AMENDMENT TO LEASE AGREEMENT (this “**Second Amendment**”) is made and entered as of the ____ day of _____, 20____, by and between the State of Tennessee (“State” or “Lessor”) and The Metropolitan Government of Nashville and Davidson County (“Lessee” or “Metro”).

WITNESSETH:

WHEREAS, the State and the Lessee entered into a twenty year Lease Agreement dated August 3, 1999 (the “Original Lease”) with unlimited five year renewal options, as amended by Amendment No. One to the Lease entered into effective July 15, 2001 (collectively with the Original Lease, the “Lease”), leasing the property at 850 R.S. Gass Boulevard known as The Forensic Medical Building, Nashville (“Leased Premises”) and the facility located thereon (the “Facility”); and

WHEREAS, Metro has exercised an option to renew the term of the Lease by another five years to end the amended term on July 15, 2026; and

WHEREAS, due to the growth of the population across the State, particularly in Nashville and Davidson County, the existing cooler in the Facility is unable to accommodate the significant increase in corpses entering and exiting the Facility. This is causing efficiency and safety issues for the operator of the Leased Premises, Forensic Medical Management Services. Accordingly, Metro has requested a tenant alteration of the Facility to expand the existing cooler in the Facility by 720 square feet as described on Schedule 1 attached hereto (the “Alteration”); and

WHEREAS, this Alteration is expected to increase utility and maintenance costs of the Facility; and

WHEREAS, the parties agree to amend the Lease by entering into this Second Amendment.

NOW THEREFORE, in consideration of the mutual covenants made herein, the receipt and sufficiency of which are hereby acknowledged, the Lessee and the State agree to amend the Lease as follows:

1. Second Amendment of Lease. The Lessee and the State amend the Lease as provided in this Second Amendment. Terms of the Lease not amended or modified by this Second Amendment shall remain unchanged, except to the extent necessary to give meaning to amendments or modifications contained in this Second Amendment.
2. Lease Term. Metro has exercised its first renewal option and therefore, the Lease shall expire July 15, 2026, if not renewed by Lessee or otherwise terminated before that date.
3. Approval and Alteration of Premises. The Lease is hereby amended by adding the following at the end of Paragraph 9 of the Original Lease: “The Commissioner of General Services for the State is the party authorized to provide all approvals, determinations and notices to be provided by the State under this Paragraph 9.” Furthermore, the State hereby approves the Alteration under the following conditions:

- The Alteration shall be performed by and at the sole expense of Forensic Medical Management Services, Inc., and Forensic Medical Management Services Inc. shall indemnify and hold the State harmless from any cost or expense related to the Alteration; and
 - Forensic Medical Management Services Inc. shall be solely responsible for all on-going repairs, maintenance and operation of the cooler impacted by the Alteration.
- 4 Maximum Monthly Utility Reimbursement. Paragraph 10 of the Lease is hereby amended by adding the following as a new subparagraph:
- “e. Notwithstanding anything in the Lease to the contrary, the State’s maximum monthly reimbursement responsibility for utilities shall not exceed a total of \$9,600 (\$0.48 sf).”
- 5 Ratification. The Lease, as now modified by this Second Amendment, is ratified in all respects.
- 6 Conflicts. If any conflict exists between the terms of this Second Amendment and the terms of the Lease, as modified, the terms of this Second Amendment shall control.

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IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment as of the date first above written.

LESSEE: THE METROPOLITAN GOVERNMENT OF NASHVILLE AND DAVIDSON COUNTY

LESSOR: STATE OF TENNESSEE

By: *Gill C. Wright III*

Christi W. Branscom, Commissioner of Department of General Services

Name: Gill C. Wright III, MD

Date: _____

Title: Director, Department of Health

APPROVED:

Approved:

Metropolitan Mayor Date

Herbert H. Slatery III, Attorney General & Reporter

ATTEST:

Date: _____

Metropolitan Clerk Date

Bill Lee, Governor

APPROVED AS TO AVAILABILITY OF FUNDS:

Kevin Crumbo/MJW

Date: _____

Director Date
Metropolitan Department of Finance

RECOMMENDED:

Trael Webb

Director Date
Public Property Administration

APPROVED AS TO FORM AND LEGALITY:

Macy Amos

Metropolitan Attorney Date

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LESSEE NOTARY

STATE OF TENNESSEE
COUNTY OF Davidson

Before me, TONYA FOREMAN Notary Public in and for the County and State aforesaid, personally appeared Dr. Gill C. Wright III, Director of the Metropolitan Health Department of Nashville and Davidson County of with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who upon oath acknowledged ___self to be the Director of the Metropolitan Health Department of Nashville and Davidson County, and that ___he as such Director, executed the within instrument for the purposes therein contained by signing the name of the entity by ___self as such Director.

Witness my hand and seal, at office in Nashville, Tennessee, this the 29th day of June, 2021.



Tonya Y. Foreman
Notary Public

My Commission Expires: Nov 6, 2021

LESSOR NOTARY

STATE OF TENNESSEE
COUNTY OF DAVIDSON

For the purposes of my acknowledgement and authentication of her signature upon this instrument, came Christi W. Branscom, with whom I am personally acquainted, and who, having verified and acknowledged that she is the Commissioner of the Tennessee Department of General Services, and that she as such Commissioner of the Tennessee Department of General Services, being authorized to do so, affirmed that she executed the foregoing instrument on the date below within the State of Tennessee for the purposes therein contained by signing the name of the Department of General Services by herself as Commissioner of the Tennessee Department of General Services.

Witness my hand and seal at office this _____ day of _____, 2021.

Notary Public

My comm. expires

Signature either performed electronically as signer's original signature pursuant to TCA§8-16-302(7), or is an original ink signature submitted to the Notary Public identified above, and said instrument as signed by the Commissioner subsequently notarized within 10 calendar days of her signature in compliance with Executive Order No. 72(g)(ii) executed by Governor Bill Lee on December 22, 2020, and in a acknowledgement form compliant with TCA§66-22-114(b) which is entitled to be recorded pursuant to TCA§ 66-22-101(a) and (b) as having been properly authenticated and acknowledged pursuant to law.

SCHEDULE 1 DESCRIPTION OF THE ALTERATION

The alteration consists of an expansion to the existing cooler, which will add approximately 720 square feet to the facility. The proposed drawing provided by GHP Environmental and Architecture is depicted below, with the expansion circled in red.

