

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DALLAS:**

**SECTION 1.** That the City Manager, upon approval as to form by the City Attorney, is hereby authorized to execute a lease agreement (the "Lease") between Martin Luther King, Jr. Family Clinic, Inc., a Texas non-profit corporation, doing business as Foremost Family Health Centers, or its successor and assigns, as lessee hereinafter referred to as "Foremost", and the City of Dallas, as lessor, hereinafter referred to as "City", for approximately 25,247 square feet of office space located at 2922 Martin Luther King, Jr. Boulevard, Building B, Dallas, Dallas County, Texas ("Premises") to be used as a community-based family health and wellness center.

**SECTION 2.** That the special terms and conditions of the lease are:

- (a) The lease is for a term of five (5) years, beginning July 1, 2020 and ending June 30, 2025, with two (2), five (5) year renewal options upon mutual agreement of the parties.
- (b) Monthly rental payments during the term shall be as follows:

July 1, 2020 through June 30, 2025	\$3,000.00 per month
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- (c) The Premises are to be used by Foremost to operate an affordable and comprehensive medical, dental and behavioral health services center.
- (d) Foremost shall pay for all operating costs and any authorized or unauthorized expenses, operational or otherwise, that may be incurred by Foremost or third parties during the term of this lease.
- (e) Foremost shall pay all charges for the installation, maintenance and expense of its own telephone and communication services to the Premises.
- (f) Foremost shall be responsible for all improvements, repairs and maintenance to the Premises, at no cost to City.
- (g) Foremost shall be responsible for the proper disposal of any and all medical waste.
- (h) Foremost shall be responsible for the installation, maintenance and expense of any signage.
- (i) Foremost shall pay all taxes on the Premises during the lease term.
- (j) Foremost shall allow City to install signage for the Women, Infants and Children Clinic within the interior of Building B.

**SECTION 2.** (continued)

- (k) Foremost shall be permitted to use the common area, halls, restroom and conference/interview/meeting rooms adjacent to Premises.
- (l) Foremost is required to attend a mandatory inter-agency meeting the second (2<sup>nd</sup>) Tuesday of every month.
- (m) Foremost shall be responsible for ensuring that its operations and improvements do not result in non-compliance with any local, state or federal law.
- (n) City shall pay all charges for utility services including but not limited to all charges for gas, water and electricity serving the Premises.
- (o) City shall pay all charges for sanitation services.
- (p) City shall pay for the replacement of fluorescent lamps incandescent bulbs and other light fixtures installed by City in Premises, restroom areas, stairwells and other common areas of Building B.
- (q) City shall furnish landscaping and ground maintenance for the Premises of Building B.
- (r) City shall be responsible for all building foundational structure related aspects of the Premises from the ground up.
- (s) City shall pay all charges for security services during the hours of 7:00 a.m. to 9:00 p.m., Monday through Friday and 9:00 a.m. to 1:00 p.m. on Saturdays.
- (t) Foremost shall obtain and maintain in full force and effect insurance, including without limitation worker's compensation, liability and builders risk insurance, on the Premises in such form and amounts as City shall require.
- (u) Foremost shall maintain 501(c)(3) status for the duration of the lease term.

**SECTION 3.** That the Chief Financial Officer is hereby authorized to receive and deposit funds from Lease Agreement in General Fund, Fund 0001, Department MGT, Unit 4301, Revenue Code 8410, Contract No. OCC-2020-00012897.

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June 24, 2020

**SECTION 4.** That this resolution shall take effect immediately from and after its passage in accordance with the provisions of the Charter of the City of Dallas, and it is accordingly so resolved.

APPROVED AS TO FORM:  
CHRISTOPHER J. CASO, City Attorney

BY:   
Assistant City Attorney

APPROVED BY  
CITY COUNCIL

JUN 24 2020

  
CITY SECRETARY