

December 14, 2022

**WHEREAS**, The City of Dallas has experienced extreme winter weather and recognizes the necessity for emergency housing for its' homeless residents; and

**WHEREAS**, the City of Dallas recognizes the need to assist families and individuals by providing temporary housing during extreme winter weather; and

**WHEREAS**, by this resolution, the City wishes to authorize an additional agreement with Fair Park First for emergency shelter services in an amount not to exceed \$~~468,079.84~~ \$234,039.92 annually; and

**WHEREAS**, on October 24, 2018, by Resolution No. 18-1531, the City Council authorized a twenty-year management contract, with two five-year extension options, with Fair Park First for the management and operation of Fair Park; and

**WHEREAS**, on June 9, 2021, by Resolution No. 21-1017, the City Council authorized a first amendment to the Fair Park First management agreement, under which, Fair Park First was authorized to negotiate agreement agreements, subject to Park and Recreation Board and City Council approval; and

**WHEREAS**, by Resolution No. 18-1158, the City Council authorized the City Manager to implement the Homeless Solutions Strategy, Track 2, to increase shelter capacity through the emergency procurement of additional shelter beds; and

**WHEREAS**, by this resolution, the City wishes to authorize a two-year agreement, with three 3-year renewal options, for a total agreement term not to exceed eleven years, with Fair Park First for inclement weather sheltering in a total amount not to exceed \$234,039.92~~3,143,126.25~~, subject to annual appropriations.

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

**SECTION 1.** That the City Manager is hereby authorized to execute a short-term facility use agreement (the Agreement), upon approval as to form by the City Attorney, between the City of Dallas (the City) and Fair Park First, or its successor and assigns, as Fair Park First (Fair Park First) for inclement weather shelter services and related operational expenses at mutually agreed upon facilities, located at Fair Park in Dallas, Dallas County, Texas (the Premises) to be used by the Office of Homeless Solutions for the shelter of individuals during inclement weather.

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

- (a) The term of this agreement shall be for an initial period of two (2) years, commencing December 1, 2022 January 1, 2023 to ~~November 30~~December 31, 2024, with three optional three-year renewals. ~~The months of use will be from December 1st and terminating April 1<sup>st</sup> each year.~~

**SECTION 2.** (continued)

(b) City shall be granted three (3) renewal options to extend the Term of the Agreement for additional three-year periods by giving written notice of intent to extend within ninety (90) days prior to the expiration of the then current term, provided, however City shall have the right to terminate the short-term use agreement as provided therein. The extension shall be ~~at the then Base Rental,~~ subject to annual appropriations. The three 3-year renewal options to extend are as follows:

(1) beginning January 1, 2025 and ending December 31, 2027,

(2) beginning January 1, 2028 and ending December 31, 2030, and

(3) beginning January 1, 2031 and ending December 31, 2033.

(c) For and in consideration of this Agreement, City shall pay Fair Park First, ~~the Base Fee (“Fee”) payment~~ for only actual expenses incurred during the term, and any renewal option, as follows (subject to annual appropriations):

~~December~~ January 1, 2022 2023 – ~~November 30~~ December 31, 2024  
\$234,039.92 annually

~~(d) City shall also pay to Fair Park First, as reimbursement, for increase utility usage, maintenance and janitorial services, when City deems it necessary to activate an Inclement Weather Shelter Operation at the Premises, upon no less than 24 hours’ notice to Fair Park First.~~

~~(e) Fair Park First shall pay for electrical, water, sewer and sanitation use costs, interior and exterior pest control and treatments, daily janitorial, general facility repairs and maintenance and general property security, i.e., fencing, gates, electrical gates, repair and maintenance of common areas, including without limitation parking areas, sidewalks, parking markings, coverings, parking blocks and landscaping.~~

~~(f) Fair Park First shall repair and maintain all equipment and systems, including, but not limited to, all electrical, mechanical and plumbing systems, including heating and air conditioning equipment, front and rear doors, interior and exterior walls, light fixtures and bulb replacements, filters, exhaust fans, and windows.~~

~~(g) Fair Park First shall provide and pay for adequate dumpster facilities for City’s trash removal requirements.~~

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**SECTION 2.** ~~(continued)~~

~~(h) Fair Park First shall make any improvements, and repairs or maintenance to the Premises necessary to comply with the Americans with Disabilities Act, Texas Accessibility Standards and the City of Dallas Fire Codes, at its own expense.~~

**SECTION 3.** That the Chief Financial Officer is hereby authorized to draw warrants payable to the respective companies regarding the short-term facility use agreement for Inclement Weather Operations upon receipt of a bill for such services, or other applicable charges throughout the short-term use agreement.

**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.