

February 12, 2025

**WHEREAS**, on February 27, 2013, the City Council of the City of Dallas authorized a two-year lease agreement dated March 1, 2013, (the "Lease") between the City of Dallas, a Texas municipal corporation ("City"), as tenant, and Dallas Children's Advocacy Center, a Texas non-profit corporation, ("Landlord") as landlord, for approximately 2,500 square feet of office space, located at 5351 Samuel Boulevard Rooms 170-189, Dallas, Dallas County, Texas (the "Premises") to be used by the Dallas Police Department's Youth and Family Crime Division, by Resolution No. 13-0450; and

**WHEREAS**, on February 25, 2015, the City Council authorized the First Amendment to Lease Agreement dated March 1, 2015, to extend the term for an additional five-years, by Resolution No. 15-0385; and

**WHEREAS**, on January 8, 2020, the City Council authorized the Second Amendment to Lease Agreement dated March 1, 2020, to extend the term for an additional five-years, by Resolution No. 20-0113; and

**WHEREAS**, the Lease, as amended, expires by its own terms on February 28, 2025; and

**WHEREAS**, the parties desire to renew, extend, modify and/or amend the lease to (1) extend the term for an additional five (5) year term ("Extension Term"); and (2) upon certain amended terms as provided below.

**Now, Therefore,**

**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, be and is hereby authorized to execute a Third Amendment to the Lease Agreement between Dallas Children's Advocacy Center, a Texas non-profit corporation and the City of Dallas.

**SECTION 2.** That the special terms and conditions of the Third Amendment to the Lease Agreement are:

**SECTION 2.** (continued)

- (a) The following portion of Section I of the Lease (defining the location of the "Premises" under the Lease) is hereby deleted:

"...having a street address of 5351 Samuel Boulevard and being situated on Tract 3.1 of City Block B/8472, ..."

- (b) The following provision shall replace such deleted provision in Section I of the Lease:

"...having a street address of 5351 Samuel Boulevard and being situated on Lot 2 of City Block B/8472, ..."

- (c) The term of the Lease is hereby extended for an additional for five (5) years (the "Extension Term") beginning March 1, 2025 and ending February 28, 2030, provided however, that City and Landlord retain the right to terminate the Lease as provided elsewhere therein.

- (d) Monthly Rental Payments during the Extension Term shall be as follows: (subject to annual appropriations):

March 1, 2025 – February 28, 2026	\$4,944.00 per month
March 1, 2026 – February 28, 2027	\$5,092.32 per month
March 1, 2027 – February 28, 2028	\$5,245.09 per month
March 1, 2028 – February 28, 2029	\$5,402.44 per month
March 1, 2029 – February 28, 2030	\$5,564.52 per month

- (e) Landlord and City consent to the use of electronic signatures on this Amendment and all documents relating to the Lease and this Amendment, including, but not limited to, any amendments, written approvals, or Notices to any of the foregoing (collectively, the "Lease Documents"). Landlord and City agree that any **electronic signatures** appearing on the Lease Documents are the same as handwritten signatures for the purposes of validity, enforceability and admissibility, and that any electronically signed Lease Document shall, for all purposes of the Lease Documents and applicable law, be deemed to be "written" or "in writing", to have been executed, and to constitute an original written record when printed, and shall be fully admissible in any legal proceeding. For purposes hereof, "electronic signature" shall include, DocuSign and AdobeSign, and have the meaning set forth in the Uniform Electronic Transactions Act, as the same may be amended from time to time.

**SECTION 2.** (continued)

(f) All other terms and conditions of the Lease, as amended, not expressly amended hereby, shall remain in full force and effect.

**SECTION 3.** That the Chief Financial Officer be and is hereby authorized to draw warrants payable to Dallas Children's Advocacy Center, or its successors and assigns on the first day of each month in advance during the Extension Term beginning March 1, 2025 in the amount specified below:

March 1, 2025 – February 28, 2026 (subject to annual appropriations)	\$4,944.00 per month
March 1, 2026 – February 28, 2027 (subject to annual appropriations)	\$5,092.32 per month
March 1, 2027 – February 28, 2028 (subject to annual appropriations)	\$5,245.09 per month
March 1, 2028 – February 28, 2029 (subject to annual appropriations)	\$5,402.44 per month
March 1, 2029 – February 28, 2030 (subject to annual appropriations)	\$5,564.52 per month

**SECTION 4.** That the payments will be charged as follows:

March 1, 2025 – September 30, 2025: General Fund, Fund 0001, Department DPD, Unit 2005, Object 3330, Encumbrance/Contract No. DPD-2025-00026738, Commodity 97145, Vendor 263854, Amount \$34,608.00.

October 1, 2025 – September 30, 2026: General Fund, Fund 0001, Department DPD, Unit 2005, Object 3330, Encumbrance/Contract No. DPD-2025-00026738, Commodity 97145, Vendor 263854, Amount \$60,366.24.

October 1, 2026 – September 30, 2027: General Fund, Fund 0001, Department DPD, Unit 2005, Object 3330, Encumbrance/Contract No. DPD-2025-00026738, Commodity 97145, Vendor 263854, Amount \$62,177.23.

October 1, 2027 – September 30, 2028: General Fund, Fund 0001, Department DPD, Unit 2005, Object 3330, Encumbrance/Contract No. DPD-2025-

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**SECTION 4.** (continued)

00026738, Commodity 97145, Vendor 263854, Amount \$64,042.53.

October 1, 2028 – September 30, 2029: General Fund, Fund 0001, Department DPD, Unit 2005, Object 3330, Encumbrance/Contract No. DPD-2025-00026738, Commodity 97145, Vendor 263854, Amount \$65,963.84.

October 1, 2029 – February 28, 2030: General Fund, Fund 0001, Department DPD, Unit 2005, Object 3330, Encumbrance/Contract No. DPD-2025-00026738, Commodity 97145, Vendor 263854, Amount \$27,822.60.

**SECTION 5.** That the Chief Financial Officer is hereby authorized to draw warrants payable to the respective utility, telephone, communication, security, janitorial and sanitation companies upon receipt of a bill for such services or other applicable charges throughout the lease term.

**SECTION 6.** 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:  
TAMMY L. PALOMINO, City Attorney

BY: 

Assistant City Attorney