WHEREAS, on June 24, 2020, the City Council of the City of Dallas authorized a fiveyear lease agreement dated May 14, 2020, (the "Lease") between the City of Dallas, a Texas municipal corporation ("City"), as lessor, and Martin Luther King, Jr. Family Clinic, a Texas non-profit corporation doing business as Foremost Family Health Centers, or its successor and assigns ("Foremost") as lessee, for approximately 25,247 square feet of office space, located at 2922 Martin Luther King, Jr. Boulevard, Building B. Dallas, Dallas County, Texas (the "Premises") to be used as a community-based family health and wellness center, by Resolution No. 20-0980; and

WHEREAS, City established as a public purpose the promotion of a community-based family health and wellness center accessible and affordable for the insured, uninsured or underinsured patients of all ages; and

WHEREAS, in accordance with Section 253.011 of the Local Government Code, City leased the premises to Foremost to enable Foremost to use the premises in a manner that promotes the City's public purpose; and

WHEREAS, the lease was for a term of five years with two additional options of five years ("Option Term"); and

WHEREAS, the Lease expires by its own terms on June 30, 2025; and

WHEREAS, the parties desire to renew, extend, modify and/or amend the lease to extend the term for the first option period of (5) five years ("Option Term"), 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 First Amendment to the Lease Agreement between Martin Luther King, Jr. Family Clinic, a Texas non-profit corporation, doing business as Foremost Family Health Centers and the City of Dallas.

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

- (a) The term of the Lease is hereby extended for an additional for five (5) years (the "Option Term") beginning July 1, 2025 and ending June 30, 2030, provided however, that City and Landlord retain the right to terminate the Lease as provided elsewhere therein.
- (b) Monthly Rental Payments during the Option Term shall be as follows:

July 1, 2025 – June 30, 2030 \$3,000.00 per month

SECTION 2. (continued)

(c) 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 is hereby authorized to receive and deposit funds from the Lease Agreement in General Fund, Fund 0001, Department MGT, Unit 4307, Revenue Code 8410, Contract No. OCC-2025-00026798.

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:

TAMMY L. PALOMINO, City Attorney

Assistant City Attorney