

WHEREAS, on September 25, 2024, the City Council authorized the City Manager to enter into a forty(40) year ground lease agreement (the "Lease") between the City of Dallas, as tenant, hereinafter referred to as "City" and University of North Texas System, or its successor and assigns, as landlord, hereinafter referred to as "Landlord", or "UNTS" for approximately 4.216 acres of unimproved land (the "Leased Premises") within the 202.64 acres known as the University of North Texas at Dallas campus located at 7300 University Hills Boulevard, and being situated in a portion of Blocks 7601 and 7602, City of Dallas, Dallas County, Texas (the "Property") for the design, construction, operation and maintenance of a new state-of-the art law enforcement training and education facility (the "project") to be used by the Dallas Police Department for the education and training of police, by Resolution No. 24-1441; and

WHEREAS, prior to execution of the Lease the parties reassessed the scope of the Project and now desire to expand the Leased Premises to facilitate a project where both parties are active participants; and

WHEREAS, the expanded Leased Premises will now provide for the construction of law enforcement facilities equipped to serve both basic and in-service police training requirements, and also provide for the construction of a Criminal Justice Facility that will primarily house and office the UNTD Criminal Justice program and faculty alongside DPD administrative and recruitment functions and provide collaborative instructional opportunities for the City's police training requirements; and

WHEREAS, to facilitate the expanded Project developed with exclusive police training facility improvements alongside a UNTD Criminal Justice Facility that will be utilized by both UNTD students and police training facility participants, the parties acknowledge and agree some key previously approved terms set forth in Resolution No. 24-1441 must be amended accordingly and additionally authorize the contemporaneous execution of a sublease with UNTD in the Criminal Justice Facility.

Now, Therefore,

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

SECTION 1. That Resolution No. 24-1441 is hereby amended to authorize the City Manager, upon approval as to form by the City Attorney, to execute (1) a ground lease agreement (the "Lease") between the City of Dallas, as tenant, hereinafter referred to as "City" and University of North Texas System, or its successor and assigns, as landlord, hereinafter referred to as "Landlord", or "UNTS", to provide for an expanded Leased Premises of approximately 20 acres of unimproved land (the "Leased Premises") within the 202.64 acres known as the University of North Texas at Dallas ("UNTD") campus located at 7300 University Hills Boulevard, City of Dallas, Dallas County, Texas (the "Property") for the design, construction, operation and maintenance of a new state-of-the art law enforcement training and education facility (the "Project"), to be used primarily by the Dallas Police Department for the education and training of police; and (2) a sublease agreement (the "Sublease") between the City, as sublandlord, and UNTS, as subtenant,

SECTION 1 (continued)

for approximately 2,730 leasable square feet of space in the Project's Criminal Justice building to be used by UNTS for its criminal justice program, including to provide collaborative law enforcement related instructional programming, education, training, and certification opportunities for both UNTD students and the Dallas police.

SECTION 2. That some of the changes to the Lease terms resultant from the expanded Project include:

- (a) The Leased Premises shall be expanded from 4.216 acres to approximately twenty (20) acres of unimproved land.
- (b) City's initial facility improvements, subject to available funding, are intended to consist of (i) two (2) to four (4) buildings, including a Criminal Justice Facility to be used by UNTD for the UNTD criminal justice program; (ii) an outdoor training area; (iii) a defensive tactics building including an indoor 200 meter track; and (iv) approximately 620 surface parking spaces.
- (c) City's Training Use shall be amended to exclude any live ammunition and to allow for the utilization of simunition and less lethal weapons; and shall be limited to areas only within the Leased Premises and excluding the Criminal Justice Facility.
- (d) City shall not have the right to assign the Lease, in whole or in part, without the prior written consent of Landlord, which consent shall not be unreasonably withheld. It shall not be unreasonable for Landlord to withhold consent in event an assignee is determined a UNTD "Competitor". City shall have the right to sublease or license the premises without Landlord consent, provided any sublease or license to a Competitor shall require Landlord's prior consent.

SECTION 3. That the special terms and conditions of the Sublease are:

- (a) The subleased premises shall consist of approximately 2730 leasable square feet of space in the Criminal Justice Facility.
- (b) The Term of the Sublease shall be coterminous with the Lease.
- (c) Except as set forth in the Sublease, no rent or other sums are due or payable by UNTS to City during the Term of the Sublease.
- (d) The subleased premises may only be used as the primary site for subtenant's criminal justice program and faculty operations, and for administrative and incidental uses related thereto, including, without limitation, break rooms, pantries and vending machines.

SECTION 3. (continued)

- (e) City shall provide UNTS with exclusive parking for its faculty and badged visitors, and non-exclusive parking for its students and other visitors.
- (f) The Criminal Justice Facility will have approximately 11,322 square feet of shared classroom and conference room areas ("Shared Space") which will be used on a non-exclusive basis by each City and UNTS; provided however UNTS shall have priority scheduling in accordance with its scheduling of program classes.
- (g) City shall have a recapture right during the Term which City may exercise for an extended cessation of UNTS operations, upon notice to UNTS and a subsequent UNTS failure to recommence operations.
- (h) UNTS shall pay its Pro Rata Share of all utilities within the Criminal Justice facility; and of all repair and maintenance costs incurred for the non-exclusive parking areas.
- (i) UNTS shall be responsible, at its sole cost and expense, to maintain the interior, non-structural portions of the premises in a good condition, subject to ordinary wear and tear, casualty and condemnation damage, and City's repair obligations, and maintain and repair its exclusive parking areas.
- (j) UNTS shall be responsible for providing its own furnishings, equipment, desks, chairs, etc. needed for faculty offices, classrooms within its subleased premises. City will provide a turnkey delivery pursuant to mutually agreed build out specifications.
- (k) UNTS shall be responsible, at its sole cost and expense, to provide for its own cleaning and janitorial services within the subleased premises.
- (l) UNTS Subtenant shall, at its sole cost and expense, make its own arrangements for and pay directly to the utility company or the provider, as applicable, all charges for telephone, communications, internet and security service consumed at the premises, including any costs of installation, maintenance and replacement of any such utility fixtures and other equipment related thereto.
- (m) UNTS shall coordinate any security personnel or university police activities within the premises with the City prior to initiating such activities.

SECTION 3. (continued)

- (n) UNTS may not assign, sublet, or license any part of the sublease premises without prior written consent of City.
- (o) UNTS shall have the on-going right and option to terminate the Sublease with or without cause, upon not less than ninety (90) days prior written notice to City.
- (p) UNTS shall have defined signage and co-branding rights in the sublease premises
- (q) Unless otherwise specified in the Sublease, the Chief of Police shall be the City's Representative delegated with authority to administer the Sublease and process any requests by UNTS for City consents, reviews, or approvals required under the Sublease.

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

BY:


Assistant City Attorney