

STATE OF TEXAS)
)
COUNTY OF DALLAS)

MANAGEMENT CONTRACT
DALLAS HISTORICAL SOCIETY

THIS CONTRACT, by and between the CITY OF DALLAS, a municipal corporation ("City"), and the DALLAS HISTORICAL SOCIETY ("Society"), a non-profit corporation chartered and existing under the laws of the State of Texas, shall be as follows:

W I T N E S S E T H

WHEREAS, the Dallas Historical Society is a non-profit corporation organized to institute and encourage historical inquiry, to collect, preserve and exhibit the materials of history, and to spread historical information, especially concerning Texas and the southwestern portion of the United States; and

WHEREAS, on February 4, 1938 the City invited the Society to accept responsibility for the upbuilding, care, and display of a suitable historical museum to be permanently housed in the Hall of State owned by the State of Texas; and

WHEREAS, the Society accepted such invitation, and thereafter on February 25, 1938 the State of Texas leased the Hall of State to the City of Dallas, and on May 20, 1938 the City subleased the Hall of State to the Society for a concurrent term; and

WHEREAS, the Society, with the help of its donors and members, established the historical museum as requested, and has supported and operated an historical museum and library in the Hall of State for over fifty years, and has made substantial capital improvements to the Hall of State with private funds; and

WHEREAS, the City acquired ownership of the Hall of State and its grounds and appurtenances from the State of Texas in 1976 for public museum purposes only, and, on January 1, 1979 entered into a contract with the Dallas Historical Society whereby the Society would lease the Hall of State building and grounds in Fair Park for public museum purposes; and the lease was for a ten year period ending December 31, 1988; and

WHEREAS, the City Council of the City of Dallas passed a Cultural Policy for the City on June 12, 1991 which states the City's intent to renegotiate current lease agreements as management contracts for City-owned cultural facilities when such leases expire.

NOW, THEREFORE, for and in consideration of the services provided on behalf of the City by the Society for the maintenance, operation and management of the Hall of State, and the funding provided by the Society in support thereof, as hereinafter provided, the City and the Society covenant and agree as follows:

1.0 OBJECTIVE

It shall be the objective of the parties to jointly establish, promote and operate a public historical museum, library and research center on the property wholly owned by the City and identified on Exhibit A attached hereto and incorporated by reference herein. In furtherance of such objective, and to enable the Society to fulfill its responsibilities hereunder, the Society shall be entitled to the use and possession of said premises, subject to the terms and provisions of this agreement.

2.0 TERM

The term of this agreement shall be a period of twenty (20) years commencing on the date of execution hereof with up to two (2) five year renewal options (each a "Renewal"). The Society shall notify the City no less than 90 or more than 360 days before the date on which this agreement would otherwise expire as to whether it desires a Renewal. If the Society desires such a Renewal, it will be permitted to do so unless its performance hereunder has been unsatisfactory.

3.0 TITLE TO PROPERTY

3.1 TITLE TO BUILDINGS AND GROUNDS

The Society acknowledges without reservation that the City holds and shall hold the title to the grounds and building at Fair Park situated on the tract of land identified on Exhibit A.

3.2 TITLE TO PERSONAL PROPERTY

It is acknowledged and agreed by the City that the title to the museum and library collections and all other property of the Society which shall or may be placed in the Hall of State shall continue to be and remain absolutely the property of the Society.

The Society acknowledges that the items of personal property listed on Exhibit B are and shall remain property of the City. The property listed on Exhibit B may be returned to the City, or the City may provide additional personal property to the Society, from time to time, without formal amendment to this contract. The property listed on Exhibit B shall be audited and inspected annually by an authorized representative of the Office of Cultural Affairs. Exhibit B shall be revised when necessary to reflect additions or deletions thereto, and shall be verified by the signatures of the Director of the Office of Cultural Affairs and the Director of the Society. Personal property not listed on Exhibit B which is used by the Society in connection with the operation of the Hall of State shall not be considered property of the City.

4.0 SUBLEASING

No space in the buildings shall be subleased (except on a daily rental basis) by the Society without first obtaining written consent and approval of the Office of Cultural Affairs.

5.0 PUBLIC ACCESS AND ADMISSION FEES

It is expressly understood and agreed by and between the parties that the building and all exhibits shall be kept open and accessible to the public, free of charge, at all reasonable hours as shall be agreed upon from time to time by the Society and the Office of Cultural Affairs. The Society shall have the authority and privilege to charge an admission fee for special exhibits, provided that the Society shall first request written approval from the Office of Cultural Affairs at least 60 days prior to the commencement of each exhibit. The Society shall also have the right to charge a reasonable library use fee and an audio tour guide fee in a reasonable amount which shall be approved by the City.

6.0 CITY RIGHT OF ENTRY

The City's administrators and employees shall have access at all times to every part of the building for general visitation and supervision, and also for the purpose of the performance of the duties delegated to it by the Charter and the Ordinances of the City of Dallas, and the laws of the State of Texas. The police power of the City shall extend to and through the building. The Society may appoint, direct, control and remove all persons employed within the building and in and about the care of the building and exhibits therein contained, save and except those assigned by the City in performance of those duties imposed upon it by this agreement or imposed upon it by the Charter provisions of the City.

7.0 USE BY THE CITY OF DALLAS

Notwithstanding the other terms hereof, the City shall have the right, authority, and power to reasonably use portions of the premises and/or to cause or permit others to reasonably use portions of the premises, for such period being at a time which does not interfere with a function scheduled by the Society. The City shall give the Society a minimum of 30 days prior notice before using the premises for such activities. Such notice shall be in writing and shall describe the area desired to be used and the time of such usage by or under the City. Prior to giving such notice the City shall contact the Society to establish the date that the premises will be available. All direct costs for such use shall be borne by the City.

8.0 ALTERATIONS, ADDITIONS AND IMPROVEMENTS

The Society shall not make any structural changes, additions, or alterations to the Hall of State without the written consent and approval of the Office of Cultural Affairs and the Park and Recreation Board, and then only after the approval by the Office of Cultural Affairs and Park and Recreation Board of detailed architectural plans for such work.

9.0 SUBCONTRACTS WITH CONCESSIONAIRES

The City reserves the right to approve any subcontracts with terms of more than one year entered into by the Society for concessions services in the Hall of State.

10.0 PRINTED MATERIALS

The Society shall credit the City of Dallas Office of Cultural Affairs for its support of the Dallas Historical Society in all publicly disseminated printed materials.

11.0 OPERATING POLICIES AND RESPONSIBILITIES

The Society shall submit its operating policies and procedures to the Office of Cultural Affairs in written form for review. These operating policies shall be consistent with the policies of the City, and shall ensure nondiscriminatory opportunities for all citizens of Dallas. The Society agrees that its policies and operations will be designed to preserve and maintain the historical integrity of all buildings, grounds and improvements existing at Fair Park and shall be consistent with the policies of the City regarding cultural and recreational facilities.

12.0 CARE OF COLLECTIONS

The Society agrees to properly care for the archival library and all collections and other items under its supervision, including future additions to the present collections, save and except those obligations expressly undertaken by the City pursuant to the terms of Section 19.0 hereof.

13.0 INSURANCE

The Society agrees to meet the minimum insurance requirements and indemnity provisions as defined by Exhibit C and to provide funds for such insurance in its annual budget. In addition, the Society agrees to maintain sufficient cash reserves to cover any of its deductibles or retained risk.

14.0 ENDOWMENT FUND

The Society shall establish an operating endowment fund and shall also use its best efforts to raise contributions from year to year in order to augment such endowment. Earnings shall be used for the benefit of the Society's operations.

15.0 ELECTION OF THE DIRECTORS OF THE SOCIETY

It is stipulated and agreed by the Society that said organization, through its board of directors, utilizes and manages property owned by the

City. The Society hereby expressly agrees to exercise appropriate care, prudence, and diligence in the solicitation of members and the election of directors for the purpose of assuring broad community representation and participation in its programs and the promotion of the Society, and to act always in accordance with community goals and in the highest public interest. The Society agrees that in making appointments to the Board of Directors, it will take into consideration both the ethnic and geographical composition of the City. Further, the Society hereby expressly agrees to supply on an annual basis the names of those persons selected as directors of the Society to the Office of Cultural Affairs as a public record.

16.0 CHARTER AND BYLAWS

The Society shall file a true and correct copy of its corporate charter, with amendments, if any, and an accurate and complete copy of its bylaws and any amendments thereto, and copy of its I.R.S. letter of determination of I.R.S. Sec. 501(c)(3) status with the Office of Cultural Affairs to be maintained as a public record available for inspection to any person upon request during normal business hours. In the event of subsequent amendments to such charter and bylaws, true and correct copies of the same shall be timely filed with the Office of Cultural Affairs.

17.0 SOCIETY'S RESPONSIBILITIES

The Society shall exercise sole operational and supervisory authority over all activities conducted on the premises of the Hall of State, over all the personnel working therein, and over all such matters as private security, safety, insurance, planning, collections and displays, and the purchase, exchange, or acquisition of additional items to be added to the collections. The Society will be responsible for all educational, research, and informational programs conducted on the premises of the Hall of State and all related printed material. The Society will submit for prior approval by the Office of Cultural Affairs and the Park and Recreation Board all facility plans for future improvements to be located on the premises of the Hall of State, to include, but not be limited to, entrances, parking, and pedestrian paths, both inside the building and outside on the grounds. The Society shall have the sole authority for hiring, firing, supervising and otherwise directing all personnel and

volunteer workers in the Hall of State. The Society will supervise all other matters relating to the general operation of the Hall of State. In addition, the Society shall provide the cost of telephone service and all personnel incidental to its operation of the building including all necessary supplies, tools and equipment.

18.0 CITY'S RESPONSIBILITIES:

18.1 MAINTENANCE AND UPKEEP BY CITY

In addition to other obligations undertaken by the City under this contract, the City agrees, subject to annual City Council appropriation, to provide funding in its departmental budgets for the following items for the Hall of State:

- (a) All structural maintenance and repairs of the building (including but not limited to its roof, skylights and windows, porches, entrances, front steps and lighting fixtures), building systems (including plumbing, HVAC and electrical), and future improvements (excluding telephone systems and janitorial services, which shall be paid by the Society).
- (b) Minor, non-structural improvements to the building (the Society may, at its option and expense, perform minor improvements; provided, however, that the City has the right to review all plans and specifications for such improvements and all such improvements shall be done in conformance with City codes, ordinances, regulations, design criteria and building standards and all City and state boards and commissions having jurisdiction over the Premises); and
- (c) Maintenance of all landscaping on the grounds surrounding the Hall of State and for all grounds maintenance, which shall include, without limitation, snow removal and sanding in inclement weather, and property upkeep.
- (d) Conservation of exterior and interior City-owned artwork (murals, statuary) located at the Hall of State.
- (e) Exterior lighting of the building and grounds.

To the extent of available funding, the City shall provide for the preventative maintenance of the Hall of State building. ?

18.2 UTILITY SERVICES

The City shall pay the cost of electric, gas, sewer, waste disposal, and water utility services to the Hall of State.

18.3 PROPERTY INSURANCE

The City shall maintain in full force and effect during the continuance of this contract, standard fire and extended coverage insurance, of the type prescribed for use in Texas from time to time by the applicable authorities, covering the Hall of State building and City owned murals, statuary, and personal property listed on Exhibit B in amounts at least equal to the full replacement cost thereof. The Society shall cooperate with the City's insurer on all matters, including but not limited to, facility inspections and loss adjustments. Personal property insurance covering property owned by the Society shall be the responsibility of the Society. In the event that the Hall of State building shall suffer damage or destruction, the City shall cause same to be repaired or rebuilt to the extent allowable from the proceeds of insurance. To the extent of the dollar value of the deductible stated in the City's insurance policy covering such loss, however, and for the purposes hereof, the City shall be considered self-insured and shall be responsible for the repair or replacement cost of any loss excluded from such insurance coverage by reason of such deductible amount. Proceeds of personal property or fine arts insurance shall be used, to the extent available, to replace any personal property or artwork which has been destroyed and which is located within or on the exterior of the building and owned by the City.

18.4 DIRECT SUPPORT

(a) It is understood that the cost of operation of the museum and library shall be primarily borne by the Society. Direct payments, if any, to the Society shall be made pursuant to its annual cultural service agreement with the City, following City Council approval. The Society understands that the level of payment authorized by the annual cultural service agreement is solely within the discretion of the City Council. All other necessary operating expenses of the Society (excluding those paid by the City under this contract) shall be paid by the Society. In addition, the Society from time to time may apply to the Office of

Cultural Affairs for additional service contracts for programs or special projects, all in accordance with the City's established policy for procurement of services from cultural organizations, as such policy may change from time to time.

(b) The Society shall submit annually to the Office of Cultural Affairs a proposal for services which shall be assembled in the format required by the Office of Cultural Affairs, and which shall reflect the income and expenditures for the past and current fiscal years and proposed income and expenditures for the next fiscal year. The proposal shall be submitted in complete and final form not later than the annual date set by the Office of Cultural Affairs. The City Manager, with the advice of the Director of the Office of Cultural Affairs and the Cultural Affairs Commission, may recommend to the City Council from year to year that funds be included in the proposed budget of the Office of Cultural Affairs for procurement of services from the Society in operating the Hall of State and related programs. The City acknowledges that it has historically provided such direct payments through annual service agreements with the Society. Any payments for such services shall be provided on a monthly reimbursement basis following submission of monthly expenditure reports by the Society to the Office of Cultural Affairs. In no instance shall the cumulative payments for any twelve (12) month period exceed the total of the Society's service contract amount as authorized by the City Council, in its sole discretion.

(c) The City understands that the Society does not have sufficient funds or support to operate the museum and library without substantial City assistance. In the event that the City reduces its direct support to the point the Society cannot continue to operate a first-class museum at the Hall of State, the Society shall have the option, exercisable after sixty days notice to the City, to terminate this management contract without liability to the City. Upon the exercise of the option to terminate, the Society shall have ninety days to vacate the Hall of State premises, removing all of its artifacts and personal property, whereupon neither party will have any further obligation to the other.

19.0 OPERATING PERSONNEL

The Society shall employ and pay the necessary library and museum staff and administrative personnel as established in the Society's annual

operating budget. It is understood that all operating personnel shall be employees of the Society and not of the City. The City assumes no obligations to such persons. The City shall in no sense ever be deemed to be an employer of, or partner or joint venturer with the Society or any of its operating personnel. The Society agrees and hereafter shall defend and hold the City harmless against any claims against the City by any employees of the Society with respect to employee benefits of the City.

20.0 REPORTS

The Society shall provide the Office of Cultural Affairs with such reports as it may request from time to time concerning its operations. At a minimum, the following reports shall be required:

- A. An annual audit prepared by an independent certified public accounting firm, which shall include, but not be limited to, financial reports relative to the income, expense, assets, liabilities and financial stability of the Society, and other reports as may be customarily available with such audits, and
- B. Any other reports as may reasonably be required.

21.0 COMPLIANCE WITH LAWS

The Society agrees that in the performance of its responsibilities under this contract, it will strictly observe and abide by the ordinances of the City of Dallas, the laws of the State of Texas and of the United States of America as the same now exist or as the same may hereafter be amended or any new ordinances or laws which may be enacted. The Society shall observe and abide by the highest principles of civic responsibility to the end that neither public funds nor public property shall be used in any manner which is inimical to public confidence in the administration of the City of Dallas.

22.0 NONDISCRIMINATION

During the period of this contract, the Society agrees not to discriminate against any employee or applicant for employment because of race, creed, color, sex, religion, age, handicap, or national origin; nor shall any person be denied admittance nor be prevented from participating in any portion of any public function or activity at the Hall of State because of race, creed, color, sex, religion, age, handicap, or national origin.

23.0 DEFAULT BY THE SOCIETY

Failure to comply with any term, condition, or covenant of this Contract shall constitute an event of default by the Society.

23.1 RIGHT TO NOTICE AND OPPORTUNITY TO CURE

The City shall give the Society written notice of any default by the Society. Such notice shall specify what action or lack thereof has led to the Society's default. The Society shall have ninety (90) days following its receipt of any such notice in which to cure the default (the "Cure Period"). If said default cannot be cured within said Cure Period, provided the Society has with reasonable diligence and good faith attempted to cure same, the Cure Period shall be extended as needed to permit the Society to cure said default, provided that the Society continues to attempt said cure with due diligence and in good faith. Should the Society fail to cure any default within the Cure Period, the City may pursue its remedies as set forth in this Contract. Notwithstanding the foregoing, upon receipt of any written notice of default, the Society may (but shall not be obligated to) request a hearing before the City Manager. Such request shall be granted if the Society files the request promptly with the Director of the Office of Cultural Affairs. From any written order of the City Manager issued after any such hearing, but not otherwise, the Society may, within fifteen (15) days of receipt of written notice, ask the City Council to review the subject matter of the controversy and the City Council in its discretion may pass on the matter or grant a hearing thereon. The decision of the City Council shall be final and binding. Wrongful failure or refusal of the Society to comply with any such order of the City Manager, if the same be not reversed by the City Council, shall authorize the City to terminate this Contract and assume full control of the Hall of State.

23.2 CITY'S REMEDIES FOR DEFAULT

If the Society defaults hereunder, fails to cure any such default within the Cure Period, and upon conclusion of the review procedure set forth in Section 23.1, the default shall still be continuing and shall not have been otherwise cured or resolved, the City shall have the option to terminate this Contract upon thirty (30) days written notice to the Society. The Society shall vacate the Hall of State on or before the

thirtieth (30th) day following the date of such notice. If the Society fails to so vacate, the City may, without prejudice to any other remedy which it may have in its possession, enter upon and take possession of the Hall of State and expel or remove the Society and any other person who may be occupying the Hall of State or any part thereof, except by use of force. Should City be forced to remove the Society or its personalty from the Hall of State, excluding property owned or leased by third parties, any personalty so removed shall be handled with due care and shall be stored by the City within a secure storage facility at the Society's expense. If the City is unable to obtain possession of the Hall of State by a means other than the use of force, the City may pursue such other remedies as are provided to it by statute, by law or in equity.

Notwithstanding the foregoing remedies for default, where public safety is at issue, the Society shall take immediate action as directed by the Director of the Office of Cultural Affairs, or his/her designee, pending the appeal process.

24.0 CONFLICT OF INTEREST OF CITY EMPLOYEES

The following section of the Charter of the City of Dallas shall be one of the conditions of, and a part of, the consideration of this Contract, to-wit:

Chapter XXII. Sec. 11. FINANCIAL INTEREST OF EMPLOYEE OR OFFICER PROHIBITED -- "No officer or employee shall have any financial interest, direct or indirect, in any contract with the City or be financially interested, directly or indirectly, in the sale to the City of any land, materials, supplies or services, except on behalf of the City as an officer or employee. Any violation of this section shall constitute malfeasance in office, and any officer or employee guilty thereof shall thereby forfeit his office, or position with the City. Any violation of this section, with knowledge, express or implied, of the person or corporation contracting with the City shall render the contract involved voidable by the City Manager or the City Council.

The alleged violations of this section shall be matters to be determined either by the Trial Board in the case of employees who have the right to appeal to the Trial Board, and by the City Council in the case of other employees.

The provisions of this section shall not apply to the participation by City employees in federally funded housing programs to the extent permitted by applicable federal or state law."

25.0 GIFT TO PUBLIC SERVANT

A. The City may terminate this contract immediately if the Society has offered, conferred, or agreed to confer any benefit on a City employee or official that the City employee is prohibited by law from accepting. (The City has been advised by the prosecuting authorities that the Section 36.10(4) exception to Sections 36.08 and 36.09 of the Texas Penal Code is not available to public servants who have no legal reporting requirements.)

B. For purposes of this Section, "benefit" means anything reasonably regarded as economic gain and economic advantage, including benefit to any other person in whose welfare the beneficiary is interested, but does not include a contribution or expenditure made and reported in accordance with law.

C. Notwithstanding any other legal remedies the City may require the Society to remove any employee of the Society who has violated the restrictions of this section or similar state or federal law, and obtain reimbursement for any expenditures made to the Society as a result of the improper offer, agreement to confer, or conferring of a benefit to a City employee or official.

26.0 SUCCESSORS AND ASSIGNS

This Contract shall be binding upon and inure to the benefit of the parties hereto and their respective successors and, except as otherwise provided in this Contract, their assigns.

27.0 APPLICABLE LAWS

This Contract is made subject to the charter and ordinances of the City, as amended, and all applicable laws of the State of Texas. This Contract shall be construed under and governed by the laws and court decisions of the State of Texas.

28.0 NO PARTNERSHIP; NO AGENCY RELATIONSHIP

Nothing contained in this Contract shall be deemed to constitute the City and the Society partners or joint venturers with each other. Further, nothing contained in this Contract is intended, nor shall it be construed, to create the relationship of principal and agent or to create and fiduciary obligations between the City and the Society.

29.0 NO WAIVER

No waiver by the City or any default or breach of any term, covenant, or condition of this Contract shall be treated as a waiver of any subsequent default or breach of the same or any other terms, covenant, or condition of this Contract.

30.0 FORCE MAJEURE

If (a) the Hall of State or any portion thereof is destroyed or damaged by fire or other calamity so as to prevent the use of the Hall of State for the purposes and during the periods specified in this Contract or (b) the use of the Hall of State by the Society is, in whole or in part, prevented by act of God, strike, lockout, material or labor restrictions by any governmental authority, civil riot, flood, or any other cause beyond the control of the City, the parties hereto shall be excused from performance hereunder for such period of time as reasonably necessary after such occurrence until the condition preventing such use has passed or been remedied.

31.0 VENUE

The obligations of the parties under Contract are performable in Dallas County, Texas, and if legal action is necessary to enforce same, exclusive venue shall lie in Dallas County, Texas.

32.0 NOTICES

Any notices required to be given under this Contract shall be in writing and shall be hand delivered and addressed to the parties as follows:

If to City: Director, Office of Cultural Affairs
 1925 Elm Street, Suite 500
 Dallas, Texas 75201

If to Society Director, Dallas Historical Society
 Hall of State, Fair Park
 P.O. Box 150038
 Dallas, Texas 75315

33.0 APPROVALS

Whenever in this Contract the approval of the City is required for any purpose, the Society shall file the appropriate documents with the Office of Cultural Affairs with notice of the action proposed to be taken in connection therewith. The City agrees to notify the Society of its approval or disapproval of same with ninety (90) days of the filing thereof. Approval shall be by the City Council where required by the City Charter.

34.0 ABATEMENT OF NUISANCES

The Society shall promptly comply with all governmental orders and directives for the correction, prevention, and abatement of nuisances caused by the Society, its activities, its officers, agents, or employees, in or upon or connected with the Hall of State, and shall pay for any costs of such compliance.

35.0 LEGAL CONSTRUCTION

In case any one or more of the provisions contained in this Contract for any reason is held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Contract shall be considered as if such invalid, illegal, or unenforceable provision had never been contained in this Contract.

36.0 CAPTIONS

The captions to the various clauses of this Contract are for informational purposes only and shall not alter the substance of the terms and conditions of this Contract.

37.0 AMENDMENT AND REFORMATION

It is not the intention of either party to cause or impose unreasonable burdens upon the other by this Contract. It is the intention and understanding of the parties hereto that all necessary provisions of law have been inserted herein. However, if by mistake or otherwise, some such provision is not inserted herein, or is not in proper form, then upon written request of either party this Contract shall be amended to comply with the law and the intent of the parties without prejudice to the rights

of either party hereunder. Further, this Contract may be amended from time to time, upon mutual consent of the parties hereto and approval of any such amendment shall be subject to approval by the City Council.

38.0 EFFECTIVE DATE:

This contract supersedes any prior contract between the parties hereto, and shall become effective immediately upon execution and approval.

IN TESTIMONY WHEREOF, WITNESS the signature of the parties hereto this 25th day of September, 1991, the City of Dallas signing by and through its City Manager, as authorized by Resolution No. 91-2934, and the Dallas Historical Society, signing by and through its President and Chairman.

APPROVED AS TO FORM:
SAM LINDSAY
City Attorney

CITY OF DALLAS
JOHN WARE
City Manager

By: *Tim Ketchersid*
Tim Ketchersid
Assistant City Attorney

By: *A.C. Gonzalez*
A.C. Gonzalez
Assistant City Manager

Submitted to City Attorney

(719)

DALLAS HISTORICAL SOCIETY

By: *Carol Fraser Hall*
Carol Hall
President *1/11/94*

Robert H. Thomas
Robert H. Thomas
Chairman *1-11-94*

Post-it® Fax Note	7671	Date	# of pages ▶ 7
To <i>Sally Beefer</i>		From <i>M Honore</i>	
Co./Dept.		Co.	
Phone #		Phone #	
Fax # <i>1347</i>		Fax #	

AN ACT

authorizing the State Board of Control to convey certain land in Dallas County to the City of Dallas for public museum purposes with provision for reversion of title to the State of Texas under certain conditions; and declaring an emergency _____

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF TEXAS:

Section 1. In consideration of the benefit to the public health, safety, and welfare, which is declared and determined to be adequate consideration, the State Board of Control is authorize to convey to the City of Dallas, an incorporated city situated in Dallas County, all the interest of the State of Texas in certal land including all furniture and fixtures, being part of the land in Fair Park, and being a 3.32 acre tract situated in Dallas County; described as follows:

BEGINNING at the intersection of the center line of Exposition Avenue produced southeastward from Parry Avenue, and the center line of Grand Avenue produced north eastward from Second Avenue; said point being 1472.96 feet measured along said center line of Exposition Avenue from the southeast property line of Parry Avenue;

THENCE north 73 deg. 02' West along said produced center line of Exposition Avenue, a distance of 21.05 feet to a point; said point being in the northwest line of the tract herein conveye and is the beginning point for this tract;

THENCE south 16 deg. 58' West on said northwest line, a

1 distance of 270.0 feet to a stake for corner;

2 THENCE South 73 deg. 02' East along the southwest line of
3 said tract, a distance of 280.66 feet to a stake for corner;

4 THENCE northeasterly along the southeast line of said tract
5 on a curved line concave to the southeast, having a radius of
6 324.50 feet and a central angle of 50 deg. 05' 40", a distance
7 of 283.71 feet to a stake for corner in the center line of
8 Exposition Avenue produced southeastward; said point being 331.5
9 feet southeastward, measured along said produced line, from the
10 point heretofore named as the beginning point of the tract herein
11 conveyed;

12 THENCE North 23 deg. 50' 10" West a distance of 207.42 feet
13 to a stake for corner;

14 THENCE North 16 deg. 58' East a distance of 133.0 feet to
15 a stake for corner;

16 THENCE North 73 deg. 02' West a distance of 196.0 feet to
17 a stake for corner;

18 THENCE South 16 deg. 58' West a distance of 290.0 feet to
19 the place of beginning, containing 3.32 acres of land.

20 Sec. 2. The land conveyed under the provisions of this Act
21 is to be used by the City of Dallas for public museum purposes
22 only. The conveyance shall provide that if the land should cease
23 to be used for public museum purposes, the title to the land shall
24 revert to the State of Texas.

25 Sec. 3. The importance of this legislation and the crowded
26 condition of the calendars in both houses create an emergency and

1 an imperative public necessity that the constitutional rule
2 requiring bills to be read on three several days in each house
3 be suspended, and this rule is hereby suspended, and that this
4 Act take effect and be in force from and after its passage, and
5 it is so enacted.

W.P. Hobby
President of the Senate

Lee C. Claitor
Speaker of the House

I hereby certify that S.B. No. 665 passed the senate on
May 1, 1975, by the following vote: Yeas 30, Nays 0.

Charles Schuchert
Secretary of the Senate

I hereby certify that S.B. No. 665 passed the house on
May 31, 1975, by the following vote: Yeas 139, Nays 5.

Dorothy Hallman
Chief Clerk of the House

Approved:

June 19, 1975
Date

W.M. Garrison
Governor

FILED IN THE OFFICE OF THE
4:40 PM
SECRETARY OF STATE

Mark White
Secretary of State

EXHIBIT B

City of Dallas Fixed Assets Inventory
At The Hall of State, Fair Park

<u>Fixed Assets Number</u>	<u>Description</u>	<u>Acq. Date</u>
E088966	Blower, Air	03/29/78
E088967	Blower, Air	03/29/78
E25730	Buffer, Floor	01/12/53
E26959	Case, Card Catalog	01/06/55
E26960	Case, Card Catalog	01/06/55
E26961	Case, Card Catalog	01/06/55
E26962	Case, Card Catalog	01/06/55
E26963	Case, Card Catalog	01/06/55
E26964	Case, Card Catalog	01/06/55
E26966	Case, Card Catalog	01/06/55
E26967	Case, Card Catalog	01/06/55
E26968	Case, Card Catalog	01/06/55
	Case, Card Catalog	01/06/55
	Case, Card Catalog	01/06/55
	Case, Card Catalog	01/06/55
E3-2659	Table, Reference	12/20/76
E3-2662	Table, Reference	12/20/76
E3-2665	Table, Reference	12/20/76
E3-2668	Table, Reference	12/20/76
E3-2669	Table, Reference	12/20/76
E3-2670	Table, Reference	12/20/76
E3-2672	Table, Reference	12/20/76
E3-2717	Table, Oblong	12/20/76
E3-2718	Table, Oblong	12/20/76
E3-2719	Table, Oblong	12/20/76
E3-2720	Table, Oblong	12/20/76
E3-2755	Chair, Arm	12/20/76
E3-2756	Chair, Arm	12/20/76
E3-2757	Chair, Arm	12/20/76
E3-2758	Chair, Arm	12/20/76
E3-2759	Chair, Arm	12/20/76
E3-2760	Chair, Arm	12/20/76
E3-2761	Chair, Arm	12/20/76
E3-2762	Chair, Arm	12/20/76
E3-2855	Case, Exhibit	12/20/76
E3-2859	Case, Exhibit	12/20/76
E3-2863	Case, Exhibit	12/20/76
E3-2866	Case, Exhibit	12/20/76
E3-2868	Case, Exhibit	12/20/76
E3-2873	Case, Exhibit	12/20/76
E3-2876	Case, Exhibit	12/20/76
E3-2879	Case, Exhibit	12/20/76
E3-2883	Case, Exhibit	12/20/76
E3-2884	Case, Exhibit	12/20/76
E3-2897	Case, Exhibit	12/20/76
E3-2898	Case, Exhibit	12/20/76

<u>Fixed Assets Number</u>	<u>Description</u>	<u>Acq. Date</u>
E3-2901	Case, Exhibit	12/20/76
E3-2902	Case, Exhibit	12/20/76
E3-2903	Case, Exhibit	12/20/76
E3-2904	Case, Exhibit	12/20/76
E3-2905	Case, Exhibit	12/20/76
E3-2906	Case, Exhibit	12/20/76
E3-2907	Case, Exhibit	12/20/76
E3-2910	Case, Exhibit	12/20/76
E3-8061	Flagstaff/Holder	12/20/76
E3-8062	Flagstaff/Holder #303-2804	12/20/76
E3-8063	Lamp	12/20/76
E3-8064	Lamp	12/20/76
E3-8065	Lamp	12/20/76
E3-8066	Lamp	12/20/76
E3-8067	Lamp, Floor	12/20/76
E3-8068	Lamp, Floor	12/20/76
E3-8070	Lamp, Floor	12/20/76
E37397	Blueprint Cabinet	11/22/56
E37398	Blueprint Cabinet	11/22/56
E37399	Blueprint Cabinet	11/22/56
E37400	Blueprint Cabinet	11/22/56
E37401	Blueprint Cabinet	11/22/56
E37402	Blueprint Cabinet	11/22/56
E37403	Blueprint Cabinet	11/22/56
E37404	Blueprint Cabinet	11/22/56
E37405	Blueprint Cabinet	11/22/56
E37406	Blueprint Cabinet (18 Blueprint Cabinets without numbers)	11/22/56
E44110	Legal File Cabinet, 5 Dr.	10/21/60
E44111	Legal File Cabinet, 5 Dr.	10/21/60
E44112	Legal File Cabinet, 5 Dr.	10/21/60
E44113	Legal File Cabinet, 5 Dr.	10/21/60
E44114	Legal File Cabinet, 5 Dr.	10/21/60
E44115	Legal File Cabinet, 5 Dr.	10/21/60
E44116	Legal File Cabinet, 5 Dr.	10/21/60
E51469	Buffer, Floor	08/27/68
E084357	Compressor, Air	02/17/76
12	Chairs - Tapestry/Oak # of Exhibit Cases	(w/o Numbers) Palestine, Texas

- 17 Office Wooden Chairs (2730, 2740, 2727, 2728, 2738)
(2726, 2734, 2737, 2722, 2736)
(2743, 2744, 2723, 2311, 2741)
(2742, 2739)
- 10 Chairs - Orange Upholstery (99256, 99310, 99360, 99342)
(99219, 99264, 99340, 99210)
(99261, 99223)

0003R/7-8/smr

EXHIBIT B

CITY OF DALLAS ARTWORK AT THE HALL OF STATE/FAIR PARK

Dorothy Austin
 American, b. Dallas 1911
Cowboy
 1936
 Wood
 H 71" x W 24" x D 17"
 CD.1936.38
 Hall of State, West Texas Room
 Fair Park

Pompeo Coppini
 American, b. Italy 1870-1957
Prospero Bernardi
 1936
 Bronze
 H 111" x W 38 1/4" x D 28 1/2"
 CD.1936.25
 Hall of State Grounds
 Fair Park

Pompeo Coppini
 American, b. Italy 1870-1957
James W. Fanin
 1936
 Bronze
 H 7' (Approximate)
 CD.1936.28
 Hall of State, Hall of Heroes
 Fair Park

Pompeo Coppini
 American, b. Italy 1870-1957
William B. Travis
 1936
 Bronze
 H 7' (Approximate)
 CD.1936.29
 Hall of State, Hall of Heroes
 Fair Park

Pompeo Coppini
 American, b. Italy 1870-1957
Thomas J. Rusk
 1936
 Bronze
 H 7' (Approximate)
 CD.1936.30
 Hall of State, Hall of Heroes
 Fair Park

Pompeo Coppini
 American, b. Italy 1870-1957
Mirabeau B. Lamar
 1936
 Bronze
 H 7' (Approximate)
 CD.1936.31
 Hall of State, Hall of Heroes
 Fair Park

Pompeo Coppini
 American, b. Italy 1870-1957
Sam Houston
 1936
 Bronze
 H 7' (Approximate)
 CD.1936.32
 Hall of State, Hall of Heroes
 Fair Park

Pompeo Coppini
 American, b. Italy 1870-1957
Stephen F. Austin
 1936
 Bronze
 H 7' (Approximate)
 CD.1936.33
 Hall of State, Hall of Heroes
 Fair Park

George Davidson
 American, b. Russian Poland 1889
Stenciled Ceiling
 1936
 Stencil, Paint
 L 85' (Approximate)
 CD.1936.37
 Hall of State Ceiling
 Fair Park

Lynn Ford
 American, 20th Century
Cotton Allegorical Figure
 1936
 Carved Wood
 H 40" x W 11" x D 8" (Approximate)
 CD.1936.46
 Hall of State, East Wall of North
 Texas Room
 Fair Park

Lynn Ford
American, 20th Century
Wheat Allegorical Figure
1936
Carved Wood
H 40" x 11" x D 8" (Approximate)
CD.1936.47
Hall of State, East Wall of North
Texas Room
Fair Park

Lynn Ford
American, 20th Century
Romance Allegorical Figure
1936
Carved Wood
H 40" x W 11" x D 8" (Approximate)
CD.1936.49
Hall of State, West Wall of South
Texas Room
Fair Park

Tom Lea
American, b. El Paso 1907
Cowboy
1936
Oil on Canvas Adhered to Plaster
H 88" x W 160" (Approximate)
CD.1936.39
Hall of State, West Texas Room
Fair Park

James Owen Mahoney, Jr.
American, b. Dallas 1907
Allegorical View of South Texas
1936
Oil on Canvas Adhered to Plaster
H 180" x W 144"
CD.1936.44
Hall of State, South Texas Room
Fair Park

Arthur Starr Niendorf
American, b. Marshall, Texas 1909
Old Man Texas (Commerce)
1936
Fresco or Dry Pigments on Plaster
H 88" x W 240" (Approximate)
CD.1936.43
Hall of State, North Texas Room
Fair Park

Joseph Renier
American, b. ca. 1880's
American, 1883-1978
Great Medallion of Texas
1936
Gold-Leafed Plaster bas-reliefed with paints
Dia 20' to 30'
CD. 1936.34
Hall of State, Great Hall - Fair Park

Lynn Ford
American, 20th Century
History Allegorical Figure
1936
Carved Wood
H 40" x W 11" x D 8" (Approximate)
CD.1936.48
Hall of State, West Wall of South
Texas Room
Fair Park

Harry Lee Gibson
American, b. 1890
Donald Barthelme
The Symbolic Seal of Texas
1936
Bas-relief of White Texas Limestone
CD.1936.27
Hall of State Facade Entrance
Above Tejas Warrior
Fair Park

Tom Lea
American, b. El Paso 1907
Frontier Family
1936
Oil on Canvas Adhered to Plaster
H 80" x W 240" (Approximate)
CD.1936.40
Hall of State, West Texas Room
Fair Park

James Owen Mahoney, Jr.
American, b. Dallas 1907
Group of Twelve Decorative Panels
1936
Paint on Metal Leafed Plaster Wall
H 15' x W 12'
CD.1936.45.1-12
Hall of State, South Texas Room
Fair Park

Eugene Savage
American, 1883-1978
Reveau Bassett
American, b. Dallas 1897-1981
James Buchanan (Buck) Winn
American, b. Celina/TX 1905-1979
Texas of History
1936
Oil on Canvas Adhered to Plaster
H 25' x W 78'
CD.1936.35
Hall of State, North Wall of
Great Hall, Fair Park

Eugene Savage
American, 1883-1978
Reveau Bassett
American, b. Dallas 1897-1981
James Buchanan (Buck) Winn
American, b. Celina, Texas 1905-1979
The State of Texas
1936
Oil on Canvas Adhered to Plaster
H 25' x W 78'
CD.1936.36
Hall of State, South Wall of Great Hall
Fair Park

Allie Tennant
American, 1898-1971
Tejas Warrior
1936
Gold Leafed Bronze
H 11' x W 3'6" x D 2'
CD.1936.26
Hall of State Facade
Fair Park

Olin Travis
American, b. Dallas 1888
East Texas Before Oil (Sleeping Giants)
1936
Oil on Canvas, Adhered to Plaster
H 97" x W 240" (Approximate)
CD.1936.41
Hall of State, East Wall of East
Texas Room
Fair Park

Olin Travis
American, b. Dallas 1888
East Texas After Oil (Sleeping
Giants)
1936
Oil on Canvas Adhered to Plaster
H 97" x W 240"
CD.1936.42
Hall of State, West Wall of East
Texas Room
Fair Park

Kliem (?)
German, 20th Century
Berlin Bear
1970
Bronze
H 33" x W 13" x D 15 1/2"
CD.1970.4
Hall of State Grounds
Fair Park

Waldine Tauch
American, 1895-1986
R. L. Thornton
ca. Late 1960's
Bronze
H 9'
CD.1969.2
Hall of State Grounds
Fair Park

EXHIBIT C

INSURANCE AND INDEMNITY

SECTION A. Prior to the approval of this contract by the City Council, the SOCIETY shall furnish a completed Insurance Certificate to the Director's Office, which shall be completed by an agent authorized to bind the named underwriter(s) to the coverages, limits, and termination provisions shown thereon, and which shall furnish and contain all required information referenced or indicated thereon. CITY SHALL HAVE NO DUTY TO PAY OR PERFORM THIS CONTRACT OR AGREEMENT UNTIL SUCH CERTIFICATE SHALL HAVE BEEN DELIVERED TO THE DIRECTOR'S OFFICE, and no officer or employee shall have authority to waive this requirement.

INSURANCE COVERAGE REQUIRED

SECTION B. CITY reserves the right to review the insurance requirements of this section during the effective period of the contract and to adjust insurance coverages and their limits when deemed necessary and prudent by City's Office of Risk Management based upon changes in statutory law, court decisions, or the claims history of the industry as well as the SOCIETY.

SECTION C. Subject to the SOCIETY'S right to maintain reasonable deductibles in such amounts as are approved by CITY, the SOCIETY shall obtain and maintain in full force and effect for the duration of this contract, and any extension hereof, at the SOCIETY'S sole expense, insurance coverage written by companies approved by the State of Texas and acceptable to CITY, in the following type(s) and amounts:

- | | | |
|----|--|--|
| 1. | Worker's Compensation
and
Employer's Liability | Statutory

\$100,000/500,000/100,000 |
| 2. | Commercial General (public)
Liability insurance including
coverage for the following:
a. Premises/operations
b. Independent contractors
c. Products/completed operations
d. Personal injury
e. Contractual liability
f. Medical payments
g. Fire legal liability
h. CITY'S property in the
SOCIETY'S care, custody,
or control | Combined single limit for
bodily injury and property
damage of \$1,000,000 per
occurrence or its
equivalent

\$250,000 |
| 3. | Comprehensive Automobile
Liability insurance, including
coverage for loading and
unloading hazards, for:
a. Owned/leased vehicles
b. Non-owned vehicles
c. Hired vehicles | Combined single limit for
bodily injury and property
damage of \$600,000 per
occurrence or its
equivalent |
| 4. | All-Risk Property insurance
covering the Society's personal
property (contents) located
within the Hall of State | 100% of replacement cost |
| 5. | If alcoholic beverages are sold,
given, dispensed or otherwise made
available to the Public by the Society
or for the Society:

Liquor Liability insurance |

\$1,000,000 each common cause |
| 6. | If valet parking is provided by
the Society:

Garagekeepers Legal Liability |

\$100,000 limit |

ADDITIONAL POLICY ENDORSEMENTS

CITY shall be entitled, upon request and without expense, to receive copies of the policies and all endorsements thereto and may make any reasonable request for deletion, revision, or modification of particular policy terms, conditions, limitations, or exclusions (except where policy provisions are established by law or regulation binding upon either of the parties hereto or the underwriter of any of such policies.) Upon such request by CITY, the SOCIETY shall exercise reasonable efforts to accomplish such changes in policy coverages, and shall pay the cost thereof.

REQUIRED PROVISIONS

The SOCIETY agrees that with respect to the above required insurance, all insurance contracts and certificate(s) of insurance will contain and state, in writing, the following required provisions:

- a. Name the City of Dallas and its officers, employees, and elected representatives as additional insureds, (as the interests of each insured may appear) as to all applicable coverage;
- b. Provide for 45 days notice to CITY for cancellation, nonrenewal, or material change;
- c. Provide for an endorsement that the "other insurance" clause shall not apply to the City of Dallas where CITY is an additional insured shown on the policy;
- d. Provide for notice to CITY at the two addresses shown below by registered mail;

- e. The SOCIETY agrees to waive subrogation against the City of Dallas, its officers and employees for injuries, including death, property damage, or any other loss;
- f. Provide that all provisions of this contract concerning liability, duty, and standard of care, together with the indemnification provision, shall be underwritten by contractual liability coverage sufficient to include such obligations within applicable policies.

NOTICES

The SOCIETY shall notify CITY in the event of any changes in coverage and shall give such notices not less than 45 days prior to the change, which notice must be accompanied by a replacement CERTIFICATE OF INSURANCE.

All notices shall be given to CITY at the following addresses:

Director, Office of Cultural Affairs
City of Dallas
1925 Elm Street, Suite 500
Dallas, Texas 75201

Director of Risk Management
City of Dallas
1500 Marilla, 1C-North
Dallas, Texas 75201

SECTION D. Approval, disapproval or failure to act by the CITY regarding any insurance supplied by the SOCIETY shall not relieve the SOCIETY of full responsibility or liability for damages and accidents as set forth in the contract documents. Neither shall the bankruptcy, insolvency or denial of liability by the insurance company exonerate the SOCIETY from liability.

INDEMNITY

The SOCIETY agrees to defend, indemnify and hold CITY, its officers, agents and employees, harmless against any and all claims, lawsuits, judgements, costs and expenses for personal injury (including death), property damage or other harm for which recovery of damages is sought, suffered by any person or persons, that may arise out of or be occasioned by the SOCIETY'S breach of any of the terms or provisions of this contract, or by any other negligent or strictly liable act or omission of the SOCIETY, its officers, agents, employees, or subcontractors, in the performance of this contract; except that the indemnity provided for in this paragraph shall not apply to any liability resulting from the sole negligence or fault of CITY, its officers, agents, or employees and in the event of joint and concurrent negligence or fault of the SOCIETY and CITY, responsibility, and indemnity, if any, shall be apportioned comparatively in accordance with the laws of the State of Texas, without waiving any governmental immunity available to the City under Texas law and without waiving any defenses of the parties under Texas law. The provisions of this paragraph are solely for the benefit of the parties hereto and are not intended to create or grant any rights, contractual or otherwise, to any other person or entity.