

**FIRST AMENDMENT TO THE MANAGEMENT CONTRACT
FOR THE HALL OF STATE**

This FIRST AMENDMENT TO THE MANAGEMENT CONTRACT FOR THE HALL OF STATE ("Amendment") is executed on _____, 2010 by and between the City of Dallas, a Texas municipal corporation ("City") and the Dallas Historical Society, Inc., a Texas nonprofit corporation ("Society").

WITNESSETH:

WHEREAS, the City and the Society entered into the Management Contract for the Hall of State on September 25, 1991, as amended ("Agreement");

WHEREAS, the City and the Society desire to amend this Agreement in certain respects;

NOW THEREFORE, for good and valuable consideration, the receipt of which are hereby acknowledged, the City and the Society do hereby agree as follows:

1. Section 2 of the Agreement is hereby amended to read as follows:

The term of this Agreement shall be a period of twenty-three (23) years commencing on the date of execution and ending on September 25, 2014, with two (2) five year renewal options (each a "Renewal"). The Society shall notify the City no less than 90 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.

2. Section 3.2 of the Agreement is hereby amended to add Paragraph 3.2.1 as follows:

3.2.1. The City nor its agents shall be liable or responsible for any damage that may occur due to fire, explosion, flood, power failure or any other cause, to Society's business personal property, including, but not limited to goods, merchandise, equipment, or inventory that is kept in the Hall of State facility, nor to Society's employee's, volunteers or invitees personal property or belongings that is brought to the facility.

3. Section 13 of the Agreement is hereby amended to add Paragraphs 13.1 and 13.2 as follows:

13. Insurance and Indemnification

- 13.1 Insurance. The Society shall, at its sole cost and expense, procure and maintain, or cause to be procured and maintained during the term of this

Agreement, the insurance described in Exhibit C of this First Amendment, issued by an insurance company or companies licensed to do business in the State of Texas. All insurance policies required of the Society by this Section shall provide for at least 60 days written notice to the City before cancellation and certificates or copies of policies of insurance shall be delivered to the City, and the form and substance thereof shall be subject to the reasonable approval of the City.

13.2 Indemnification. During the Term, the Society agrees to defend, indemnify and hold harmless the City, its officers, employees, representatives and agents from and against any and all claims, injuries (including death), demands, liabilities, causes of action, suits, judgments, damages and expenses (including reasonable attorneys' fees) arising from (i) the Society's failure to perform its obligations under this Agreement, including any insurance obligation, (ii) the negligence of the Society, its officers, agents, employees, representatives or contractors, or (iii) the use, possession, management and maintenance of the Premises during the Term or any other occurrence on the Premises after the Effective Date, except to the extent that such is caused by the breach of this Agreement by the City or by the negligent act or omission of the City or its officers, employees, representatives, agents or contractors (other than the City). The City shall give the Society written notice of any claim filed, made or asserted against the City by any person or entity other than the Society that could result in liability of the Society under the provisions of this Section reasonably promptly after the City becomes aware that such claim has been filed, made or asserted against the City.

4. All other terms, provisions, conditions and obligations of the Agreement between the City and the Society shall remain in full force and effect, and the Agreement and this First Amendment shall be construed together as a single contractual Agreement.

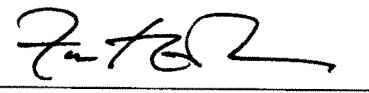
EXECUTED this the _____ day of _____, 2010, by the City, signing by and through its City Manager, duly authorized to execute same by Resolution No. 10-0473, adopted by the City Council on February 10, 2010 and by the Society, acting through its duly authorized officials.

CITY:

APPROVED AS TO FORM:
THOMAS P. PERKINS
City Attorney

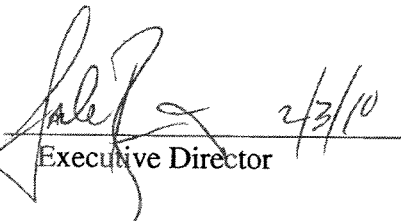
CITY OF DALLAS
MARY K. SUHM
City Manager

BY: 
Assistant City Attorney

BY: 
Assistant City Manager

DALLAS HISTORICAL SOCIETY
A Texas nonprofit corporation

BY:  2/3/10
Chair

BY:  2/3/10
Executive Director

WHEREAS, on September 25, 1991, Resolution No. 91-2934, authorized a Management Agreement for the Hall of State which stated the terms and conditions under which the Dallas Historical Society would utilize and occupy the Hall of State, as well as the City's responsibilities for the support of the facility.

WHEREAS, it is now desirable to authorize an extension of the Management Agreement for the Hall of State with the Dallas Historical Society. This also eliminates the 360-day maximum advance notice for the DHS to exercise the renewal options, and updates the terms of insurance and liability, bringing the insurance requirements to the current minimums as recommended by Risk Management.

Now, Therefore,

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

SECTION 1. That the City Manager is hereby authorized to execute, upon approval as to form by the City Attorney, an extension of the Hall of State Management Agreement with the Dallas Historical Society, Inc., a Texas nonprofit corporation, for the period September 26, 2011 through September 25, 2014 to: **(1)** eliminate the maximum 360-day advance notice for the exercise of the existing option to renew; and **(2)** update the terms of insurance and liability for the term of the Agreement.

SECTION 2. 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.

Distribution: Office of Cultural Affairs
Human Resources/Risk Management Dept.
Daniel Huerta, Park & Recreation Dept.

APPROVED BY
CITY COUNCIL

FEB 10 2010


City Secretary

CONSENT AGENDA (Continued)

Economic Development (Continued)

FY 2009 Tax Increment Financing Zone Annual Reports (Continued)

- 28. * A resolution accepting the FY 2009 Annual Report on the status of Tax Increment Financing Reinvestment Zone Number Sixteen, (Davis Garden TIF District), submitted by the Davis Garden TIF District's Board of Directors, and authorizing the City Manager to submit the annual report to the chief executive officer of each taxing jurisdiction that levies taxes on real property in the District, and to the Attorney General of Texas, and the State Comptroller, as required by state law - Financing: No cost consideration to the City **[10-0470; APPROVED]**

- 29. * A resolution accepting the FY 2009 Annual Report on the status of Tax Increment Financing Reinvestment Zone Number Seventeen, (TOD TIF District), submitted by the TOD TIF District's Board of Directors, and authorizing the City Manager to submit the annual report to the chief executive officer of each taxing jurisdiction that levies taxes on real property in the District, and to the Attorney General of Texas, and the State Comptroller, as required by state law - Financing: No cost consideration to the City **[10-0471; APPROVED]**

- 30. * A resolution accepting the FY 2009 Annual Report on the status of Tax Increment Financing Reinvestment Zone Number Eighteen, (Maple/Mockingbird TIF District), submitted by the Maple/Mockingbird TIF District's Board of Directors, and authorizing the City Manager to submit the annual report to the Chief Executive Officer of each taxing jurisdiction that levies taxes on real property in the District, and to the Attorney General of Texas, and the State Comptroller, as required by state law - Financing: No cost consideration to the City **[10-0472; APPROVED]**

Office of Cultural Affairs



- 31. Authorize an extension of the Hall of State Management Agreement with the Dallas Historical Society, Inc., a Texas nonprofit corporation, for the period September 26, 2011 through September 25, 2014 to: (1) eliminate the maximum 360-day advance notice for the exercise of the existing option to renew; and (2) update the terms of insurance and liability for the term of the Agreement - Financing: No cost consideration to the City **[10-0473; APPROVED]**

Park & Recreation

- 32. Authorize an increase in the contract with Ark Contracting Services, LLC for bridge abutment protection and erosion control at Tenison Golf Course located at 3501 Samuell Boulevard - Not to exceed \$329,040, from \$3,376,359 to \$3,705,399 - Financing: Golf Improvement Trust Funds **[10-0474; APPROVED]**

KEY FOCUS AREA: Better Cultural, Arts and Recreational Amenities
AGENDA DATE: February 10, 2010
COUNCIL DISTRICT(S): 7
DEPARTMENT: Office of Cultural Affairs
CMO: Forest E. Turner, 670-3390
MAPSCO: 46P

SUBJECT

Authorize an extension of the Hall of State Management Agreement with the Dallas Historical Society, Inc., a Texas nonprofit corporation, for the period September 26, 2011 through September 25, 2014, to: **(1)** eliminate the maximum 360-day advance notice for the exercise of the existing option to renew; and **(2)** update the terms of insurance and liability for the term of the Agreement - Financing: No cost consideration to the City

BACKGROUND

The City of Dallas and the Dallas Historical Society (DHS) entered into a Management Agreement for the Hall of State approved by City Council on September 25, 1991 and executed by the DHS on January 11, 1994. The Management Agreement sets the terms under which the DHS uses and occupies the Hall of State as the primary user and also establishes the City's responsibilities for the support of the facility. The City provides maintenance and utilities, while the DHS provides a year-round season of cultural programs. The term of the Agreement is for 20 years, with two five-year renewal options.

This action authorizes an extension of the Dallas Historical Society Management Agreement for the period September 26, 2011 through September 25, 2014. This action also eliminates the 360-day maximum advance notice for the DHS to exercise the renewal options and updates the terms of insurance and liability, bringing the insurance requirements to the current minimums as recommended by Risk Management.

PRIOR ACTION/REVIEW COUNCIL, BOARDS, COMMISSIONS

Authorized an agreement with the Dallas Historical Society, Inc. stating the terms and conditions to utilize and occupy the Hall of State and the City's responsibilities for the support of the facility, on September 25, 1991, by Resolution No. 91-2934.

FISCAL INFORMATION

No cost consideration to the City

MAP

Attached.