

SECOND AMENDMENT TO MASTER AGREEMENT FOR THE DEVELOPMENT, USE AND OPERATION OF THE DALLAS BLACK DANCE THEATRE FACILITY

THIS SECOND AMENDMENT TO MASTER AGREEMENT ("Second Amendment") is made and entered into this 1st day of October 2017, by and between the City of Dallas, a municipal corporation of the State of Texas and a home rule city, hereinafter called "City," and DALLAS BLACK DANCE THEATRE, INC., a Texas non-profit corporation, hereinafter called "DBDT";

WHEREAS, City and DBDT entered into a certain Master Agreement for the Development, Use AND Operation of the Dallas Black Dance Theatre Facility dated as of December 14, 2005 (hereinafter referred to as the "Lease"), for a certain building commonly known and numbered as 2700 Flora Street (the "Building"), located on land in the City of Dallas, Texas, more particularly described on Exhibit A attached hereto (the "Premises");

WHEREAS the City and DBDT entered into a First Amendment to the Master Agreement on the 16th day of January that extended the term of the Lease to the 31st day of December 2048;

WHEREAS, pursuant to said Master Agreement the City was responsible to pay a portion of the annual Operations and Utilities Costs of the premises up to but not exceeding \$93,000;

WHEREAS, by resolution dated October 22, 2014, the Dallas City Council authorized its annual Cultural Services Programs Contracts inclusive of an appropriation increase to the City's payment obligation for DBDT's annual Operation and Utilities Cost from \$93,000 to \$170,000 per year; and

WHEREAS, the parties desire to enter into the Second Amendment to memorialize the City's increased contribution to DBDT's annual Operation and Utilities Costs of the premises.

NOW THEREFORE, for and in consideration of the foregoing, and the mutual covenants set forth below, it is agreed that said Lease is hereby modified and amended as follows:

1. City contributions to Operations and Utility Costs during Occupancy. Section 9.1 of the Master Agreement is amended to provide that beginning on October 1, 2017, subject to annual appropriation by the City Council, City shall pay a portion of the annual Operations and Utility Costs of the Premises up to but not exceeding \$170,000 per City's fiscal year. Section 9.1 of the Lease is further amended to delete subsections (a) through (c).

In the event of any conflict between this Amendment and Lease, the terms of this Amendment shall govern. Except as supplemented and amended hereby, the Lease remains in full force and effect, unmodified, and all terms herein shall have the same definition given them in the Lease, unless the context requires otherwise.

[SIGNATURE PAGE FOLLOWS]

*2815
10/31/18*

WHEREFORE, the parties have executed this Second Amendment to Master Agreement the day and year first above written.

DBDT:
DALLAS BLACK DANCE THEATRE,
INC., a Texas non-profit corporation

CITY:
THE CITY OF DALLAS,
T.C. BROADNAX
City Manager

By: Zenetta S. Drew
Zenetta Drew, Executive Director 4/13/18

By: [Signature]
Assistant City Manager

APPROVED AS TO FORM:
LARRY E. CASTO
City Attorney

By: [Signature]
Assistant City Attorney ONN



ATTEST:
BY: [Signature]
City Secretary

WHEREAS, the Dallas Black Dance Theatre, Inc. (DBDT) is a world-class modern dance company, whose mission is to achieve artistic excellence through performance and educational programs bridging cultures, reaching diverse communities and encompassing national and international audiences; and

WHEREAS, in 1999 DBDT acquired the former Moorland YMCA, an approximately 20,058 square foot tract of land improved with a building, located at 2700 Flora Street for conversion into a multi-use dance rehearsal, instructional and administrative office facility for DBDT; and

WHEREAS, in the City's 2003 Bond election, the voters approved a proposition which included \$3,263,976 for the planning, design, construction and renovation of the former Moorland YMCA building as a multi-use dance rehearsal, instructional and administrative office facility for DBDT; and

WHEREAS, on December 14, 2005, City Council authorized a Development and Use Agreement with Dallas Black Dance Theatre for the donation of the facility to the City and the design, development, construction, maintenance, management, use and operation of the facility located at 2700 Flora Street as a multi-use dance rehearsal, instructional and administrative office facility by Resolution No. 05-3604; and

WHEREAS, on January 16, 2008, City Council authorized the First Amendment to the Master Agreement for the Development, Use and Operation of the Dallas Black Dance Theatre facility to (1) extend the term of the Master Agreement by thirty-six months to end December 31, 2048; and (2) consent to the sublease of the Dallas Black Dance Theatre facility located at 2700 Flora Street to a master tenant entity controlled by the Dallas Black Dance Theatre to allow the Dallas Black Dance Theatre to receive federal historic tax credits in connection with the improvement and rehabilitation of the Dallas Black Dance Theatre facility by Resolution No. 08-0225; and

WHEREAS, pursuant to the Master Agreement the City is responsible to pay a portion of the annual operations and utilities costs of the premises up to but not exceeding \$93,000; and

WHEREAS, beginning in Fiscal Year 2014-15, the Dallas City Council authorized its annual Cultural Organizations Program (COP) contract with DBDT inclusive of an appropriation increase to the City's payment obligation for DBDT's annual Operation and Utilities Cost from \$93,000 to \$170,000 annually; and

February 28, 2018

WHEREAS, the City desires to enter into a second amendment to the Master Agreement with Dallas Black Dance Theatre, Inc. for the Development, Use and Operation of the Dallas Black Dance Theatre facility to memorialize an increase to the City's contributions for the operations and utility costs of the facility by \$77,000, previously authorized on an annual basis, from \$93,000 to \$170,000 annually for the period October 1, 2017 through December 31, 2048.

Now, Therefore,

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

SECTION 1. That the City Manager is hereby authorized to sign the second amendment to the Master Agreement with Dallas Black Dance Theatre, Inc., approved as to form by the City Attorney, for the Development, Use and Operation of the Dallas Black Dance Theatre facility to memorialize an increase to the City's contributions for the operations and utility costs of the facility by \$77,000, previously authorized on an annual basis, from \$93,000 to \$170,000 annually for the period October 1, 2017 through December 31, 2048, and for related revisions.

SECTION 2. That the Chief Financial Officer is hereby authorized to disburse funds in an amount not to exceed \$2,387,000 (subject to annual appropriations), in periodic payments to the Dallas Black Dance Theatre, Inc. from the General Fund, Fund 0001, Department OCA, Unit 4854, Object 3099, Encumbrance/Contract No. MASC OCA-2018-00003856, Vendor 219206.

SECTION 3. 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 BY
CITY COUNCIL

FEB 28 2018



Interim City Secretary