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CITY SECRETARY **FOURTH AMENDMENT TO CONTRACT AGREEMENT**

DALLAS, TEXAS

THIS FOURTH AMENDMENT TO THE CONTRACT AGREEMENT FOR THE DALLAS MUSEUM OF ART (“Fourth Amendment”) is entered effective as of May 01, 2021 (the “Effective Date”) by the CITY OF DALLAS, a duly incorporated home rule city of the State of Texas located principally in Dallas County, Texas (the “City”), and the DALLAS MUSEUM OF ART, INC., a non-profit corporation organized under the Texas Non-Profit Corporation Act (the “DMA”).

W I T N E S S E T H:

WHEREAS, the City and the DMA are parties to that certain contract agreement dated October 30, 1972, (as amended the “Contract”), relating to the construction and operation of the Dallas Museum of Art located at 1717 North Harwood Street on land owned by the City; and

WHEREAS, the Contract expires by its own terms on May 1, 2021 and

WHEREAS, the parties desire to further extend, modify and/or amend the Contract as previously amended for an additional period of two years upon the same terms and conditions as provided below, to allow the City and the DMA to negotiate a longer-term contract with revised terms and conditions.

NOW, THEREFORE, the City and the DMA, for and in consideration of the terms and conditions contained herein and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, do hereby agree as follows:

1. Defined Terms. All capitalized terms not defined in this Fourth Amendment have the definitions ascribed to such terms in the Contract.
2. Extension of Contract Term. Section 2.0 and 8.0 of the Contract are amended to extend the Term of the Contract to May 1, 2023.
3. Authority. Each party, as to itself only, represents and warrants that it has the full power and authority to enter into this Fourth Amendment and perform its obligations under the Contract.
4. Counterparts.
This Fourth Amendment may be executed in any number of counterparts, each of which shall be an original, but all of which together shall constitute one and the same instrument.
5. Except as expressly modified herein by this Fourth Amendment, all the terms, provisions and conditions of the Contract shall remain in full force and effect.

(Signature Page follows)

EXECUTED on this the 17 day of May, 2021, by City, signing by and through its City Manager, duly authorized to execute same by Resolution No.210135, adopted by the City Council on January 13, 2021, and by the DMA, acting through its duly authorized official.

APPROVED AS TO FORM:
CHRISTOPHER J. CASO
City Attorney

BY Consuelo R Tankersley
Consuelo R Tankersley (May 17, 2021 17:04 CDT)
Assistant City Attorney CRT
CRT

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

BY Joey Zapata
Joey Zapata (May 17, 2021 16:28 CDT)
Assistant City Manager

ATTEST:

BY Biliasae Johnson
City Secretary

RECOMMENDED BY
THE DIRECTOR OF ARTS AND CULTURE:

BY Jennifer Scripps
Jennifer Scripps (May 17, 2021 15:39 CDT)

DALLAS MUSEUM OF ART,
A Texas nonprofit corporation

BY W. A. Davis
Chair

BY Agustin Arteaga
Agustin Arteaga (May 17, 2021 12:32 CDT)
Director

Signature: Consuelo R Tankersley
Consuelo R Tankersley (May 13, 2021 12:47 CDT)

Email: consuelo.tankersley@dallascityhall.com

210135

January 13, 2021

WHEREAS, on October 30, 1921, the City and the Dallas Museum of Art (“DMA”) entered into a contract relating to the operation of the Dallas Museum of Art (“Art Museum”), formerly located in Fair Park and presently located at 1717 North Harwood Street; and

WHEREAS, on September 12, 1984, City Council authorized the First Amendment to the contract in connection with the relocation of the Art Museum to its present location, pursuant to which the parties agreed that the City held and would continue to hold title to the Art Museum land and buildings by Resolution No. 84-2917; and

WHEREAS, on October 10, 1990, City Council authorized the Second Amendment to the contract to provide for the development of an expansion to the Art Museum in the form of the Hamon Building, for which the DMA privately raised over \$30.2 million, by Resolution No. 90-3227; and

WHEREAS, on April 27, 2011, City Council authorized the Third Amendment to the contract to extend the term of the contract and update liability and insurance requirements by Resolution No. 11-1117; and

WHEREAS, the Dallas Museum of Art provides free general admission to residents and visitors of Dallas, as well as a year-round program of exhibits and educational programming; and

WHEREAS, the current agreement for the Art Museum with the DMA expires on April 30, 2021; and

WHEREAS, it is the desire of the City and the DMA to extend the contract for an additional two (2) years to expire on May 1, 2023, on the same terms, to allow the City and the DMA to continue negotiations for a longer-term contract with revised terms and conditions.

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, is hereby authorized to execute a Fourth Amendment to the Contract for the Dallas Museum of Art, located at 1717 North Harwood Street, to extend the term of the contract for an additional two (2) years from May 1, 2021 to May 1, 2023. All terms of the Contract not expressly amended hereby shall remain in full force and effect.

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.

