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Resolution 23- 0715, approved May 24, 2023

CITY SECRETARY DALLAS, TEXAS

THE STATE OF TEXAS

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SUPPLEMENTAL AGREEMENT NO. 2 TO THE OLD CITY PARK AGREEMENT

COUNTY OF DALLAS

THIS SUPPLEMENTAL AGREEMENT No. 2 (this "Supplemental Agreement No. 2") to that certain Management and Operation Agreement for Old City Park authorized by Council Resolution Number 93-2083, approved on May 26, 1993, as amended (the "Old City Park Agreement"), is entered into by and between the CITY OF DALLAS, TEXAS, a Texas municipal corporation acting by and through its Park and Recreation Board, hereinafter called "CITY," and the DALLAS COUNTY HERITAGE SOCIETY (the "Society"), d/b/a Old City Park, a Texas non-profit corporation, duly incorporated under and by virtue of the laws of the state of Texas and provides as follows:

WITNESSETH

WHEREAS, City and Society entered into the Old City Park Agreement that was approved by City Council on May 26, 1993, and executed by the parties on August 1, 1994, whereby City authorizes Society to manage, operate, and maintain the municipal park known as "Old City Park," for the public display and operation of the multiple buildings on Old City Park; and in exchange for the City receiving payments as more fully described in the Contract; and

WHEREAS, the term of the Old City Park Agreement was for a twenty-year period, commencing on August 1, 1994, with two extensions of five (5) years; and

WHEREAS, the parties, on February 27, 2008, and pursuant to City Council Resolution No. 08-0668, entered into Supplemental Agreement No. 1 to the Old City Park Agreement to expand Dallas Heritage Village as more fully described therein; and

WHEREAS, the parties, pursuant to Administrative Action No. 14-5386 through Supplemental Agreement No. 1, exercised the first five (5) year renewal option that commenced on May 26, 2013, and ended on May 26, 2018; and

WHEREAS, to avoid confusion of having two Supplemental Agreements identified as No.1, the parties desire to collectively refer to both as "Supplemental Agreements No. 1" and

WHEREAS, On May 17, 2018, the City, through its Director, exercised its second renewal option with the term beginning on May 26, 2018, and ending on May 26, 2023; and

WHEREAS, the parties now desires to enter into this Supplemental Agreement No. 2 to: (i) extend the contract for and additional one (1) year extension beginning on May 26, 2023 and ending on May 26, 2024; and (ii) provide an additional \$300,000.00 to supplement park security, maintenance, and outdoor recreation programming at Old City Park; and

WHEREAS, Society agrees to the terms of agreement listed in the attached **Exhibit A**.

NOW, THEREFORE, for and in consideration of the mutual undertakings herein provided and other good and valuable consideration, the receipt and sufficiency of which are hereby confessed, the parties agree as follows:

1. This Agreement is extended for an additional one (1) year, commencing on May 26, 2023, and ending on May 26, 2024. Additionally, Society agrees to submit a plan to the Park and Recreation department for approval no later than September 30, 2023.

2. This Supplemental Agreement No. 2 shall provide for an additional \$300,000.00, as listed in **Exhibit A**, to supplement park security, maintenance, and outdoor recreation programming.

3. Any reference to Office of Culture Affairs in the Old City Park Agreement shall now be referred to as Office of Arts and Culture.

4. Section 18. DALLAS COUNTY HERITAGE SOCIETY RESPONSIBILITIES., paragraph B is amended with the following addition (indicated by underline):

“B. USE OF PREMISES; PROGRAM CONTROL. The Society may transfer to and place and arrange in the Premises all of its collections and exhibits and shall have and enjoy the exclusive use of the whole of said Premises; subject to the provisions of this Agreement, during the Agreement Term or until the termination of this Agreement as herein provided. All decisions concerning exhibits and programs, including without limitation, the content, scope, cost, duration and method of presentation of such exhibits and programs shall be within the sole discretion and control of the Society. Society agrees (i) to update the interpretive signage and graphic displays to reflect accurate historical narrative of buildings that includes cultural narrative for Black, Latino/a, and Asian-American Pacific Islander’s contributions; (ii) improve website to encourage cultural tourism; and (iii) actively promote curriculum-based tours to DISD.”

5. Section 21. CONFLICT OF INTEREST OF CITY EMPLOYEES., is stricken in its entirety and replaced with the following:

“A. Contractor and its employees, agents or associates are required to make regular, timely, continual and full disclosures to the Director of Park and Recreation all significant outside interests and responsibilities that may

give rise to a direct or indirect conflict of interest, including, but not limited to, any and all significant outside interests and responsibilities that could reasonably be expected to impair independence of judgment in Society's performance of all of the services under this Contract. Such disclosures must be made no later than ten (10) days following the event giving rise to the potential or actual conflict of interest for the duration of the Agreement term. A potential or actual conflict of interest exists when commitments and obligations to the City or widely recognized professional norms are likely to be compromised in Society's performance of its duties under this Agreement by the existence of Society's other professional relationships, contracts, obligations, or commitments. Failure to disclose such a conflict of interest may result in the City's immediate termination of this Agreement by the City Manager.

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

“CHAPTER XXII. Sec. 11. FINANCIAL INTEREST OF EMPLOYEE OR OFFICER PROHIBITED.

(a) No city official 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 a city official or employee. Any violation of this section shall constitute malfeasance in office, and any city official or employee guilty thereof shall thereby forfeit the city official's or employee's 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.

(b) 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.

(c) The prohibitions 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.

(d) This section does not apply to an ownership interest in a mutual or common investment fund that holds securities or other assets unless the person owns more than 10 percent of the value of the fund.

(e) This section does not apply to non-negotiated, form contracts for general city services or benefits if the city services or benefits are made available to the city official or employee on the same terms that they are made available to the general public.

(f) This section does not apply to a nominee or member of a city board or commission, including a city appointee to the Dallas Area Rapid Transit Board. A nominee or member of a city board or commission, including a city appointee to the Dallas Area Rapid Transit Board, must comply with any applicable conflict of interest or ethics provisions in the state law and the Dallas City Code. (Amend. of 8-12-89, Prop. No. 1; Amend. of 8-12-89, Prop. No. 15; Amend. of 11-4-14, Prop. Nos. 2 and 9).”

6. The parties agree that the Old City Park Agreement is hereby amended by adding a new Section “32. MISCELLANEOUS” immediately following Section “31. CAPTIONS.” to read as follows:

“32. MISCELLANEOUS.

A. Where applicable by law, pursuant to Section 2271.002, Texas Government Code, Society hereby (i) represents that it does not boycott Israel, and (ii) subject to or as otherwise required by applicable federal law, including without limitation 50 U.S.C. Section 4607, agrees it will not boycott Israel during the term of the Agreement. As used in the immediately preceding sentence, “boycott Israel” shall have the meaning given such term in Section 2271.001, Texas Government Code.

B. Society hereby represents that (i) it does not engage in business with Iran, Sudan or any foreign terrorist organization and (ii) it is not listed by the Texas Comptroller under Section 2252.153, Texas Government Code, as a company known to have contracts with or provide supplies or services to a foreign terrorist organization. As used in the immediately preceding sentence, “foreign terrorist organization” shall have the meaning given such term in Section 2252.151, Texas Government Code.

C. Where applicable by law, pursuant to Section 2274.002, Texas Government Code, Society hereby represents that it (i) does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and (ii) will not discriminate during the term of the contract against a firearm entity or firearm trade association. As used in the immediately preceding sentence, “firearm entity” and firearm trade association” shall have the meanings given such terms in Section 2274.001, Texas Government Code.

D. Where applicable by law, pursuant to Section 2274.002, Texas Government Code, Society hereby represents that it (i) does not boycott energy companies; and (ii) will not boycott energy companies during the term of the contract. As used in the preceding sentence, "boycott energy company" shall have the meanings given such terms in Section 2274.001, Texas Government Code."

7. Section "32. AMENDMENT" will now be renumbered to Section "33. AMENDMENT."

8. All other terms, provisions, conditions, and obligations of the Old City Park Agreement between the CITY and Society shall remain in full force and effect, and said Old City Park Agreement, as same may have been previously amended or supplemented, and this Supplemental Agreement No. 2 shall be construed together as a single contractual agreement.

*[Remainder of this page left intentionally blank. Signatures appear on the following page.]*

EXECUTED this the 31st day of August, 2023, by City, signing by and through its City Manager, duly authorized to execute same by Resolution No. 23-0715, adopted by the City Council on May 24, 2023, and by Society, acting through its duly authorized officials.

APPROVED AS TO FORM:  
TAMMY L. PALOMINO  
Interim City Attorney

CITY OF DALLAS  
T. C. BROADNAX  
City Manager

BY: *Tuzel*  
Assistant City Attorney *TH*

BY: *Carl*  
Assistant City Manager

ATTEST:

Park and Recreation Board

BY: *Yesenia Valdez - Interim*  
Yesenia Valdez-Interim (Aug 30, 2023 07:21 CDT)  
Secretary

BY: *.N?*  
Arun Agerwal (Aug 30, 2023 03:03 CDT)  
President

DALLAS COUNTY HERITAGE SOCIETY, D/B/A OLD CITY PARK,  
a Texas Nonprofit Corporation

BY: *Michael Meadows*  
Michael Meadows (Aug 29, 2023 13:33 CDT)

NAME: Michael Meadows

TITLE: Interim CEO

**DELIVERABLES**

Services provided by Society will include but are not specifically limited to the items listed below.

1. Address the challenges Old City Park (“OCP”) is having due to lack of funding in maintaining operations under the original contract.
2. Update website to encourage cultural tourism.
3. Update interpretive signage and graphic displays to reflect accurate historical narrative of buildings at OCP.
4. Actively engage and promote curriculum-based tours from DISD and all ISDs in Dallas city limits.
5. Infuse equity into historical tours and update narrative regarding the buildings at OCP to include Black, Latino/a, and AAPI stories.
6. Provide plans and reports to Department of Park and Recreation regarding programs, tours, and events.

**SCHEDULE**

Society must provide City, by and through its Director of Park and Recreation department with a plan on or by September 30, 2023.

All services will be provided on an as needed basis, and all services will be completed by May 26, 2024, in accordance with the terms of the contract.

**COMPENSATION**

Prior to disbursement of the \$300,000 payment, Society must submit plans on or by September 30, 2023, for approval to the Director of Park and Recreation.

230715

May 24, 2023

**WHEREAS**, Dallas County Heritage Society, has operated Old City Park on behalf of the City of Dallas and Park & Recreation Department since 1993; and

**WHEREAS**, Dallas County Heritage Society has operated a living history museum that has benefited Dallas residents and area school children for decades; and

**WHEREAS**, Dallas County Heritage Society has in recent years provided space for local artists and grown outdoor recreation programming for community residents; and

**WHEREAS**, the current contract is set to expire on May 26, 2023; and

**WHEREAS**, Dallas Park & Recreation and the Office of Cultural Affairs intends to extend the contract for 12 months and to provide an additional \$300,000.00 in order to supplement park security, maintenance and outdoor recreation programming at Old City Park.

**Now, Therefore,**

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

**SECTION 1.** That the President of the Park and Recreation Board and the City Manager are hereby authorized to execute (1) an additional twelve-month extension to a management agreement with Dallas Heritage Society at Old City Park for the period May 26, 2023 through May 26, 2024; and (2) allocation of \$300,000.00 in funding to Dallas Heritage Society at Old City Park, in an amount not to exceed \$300,000.00.

**SECTION 2.** That the Chief Financial Officer is hereby authorized to disburse funds in an amount not to exceed \$300,000.00 from General Fund, Fund 0001, Department PKR, Unit 5241, Object 3072, Encumbrance/Contract No. PKR- 2023-00022070.

**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.

