

WHEREAS, on July 1, 1981, City Council authorized a Lease Agreement with Sammons Center for the Arts for use of the Sammons Center for the Arts facility located at 3630 Harry Hines Boulevard by Resolution No. 81-1895; and

WHEREAS, on November 14, 1990, City Council authorized the First Amendment to the Lease Agreement to amend the property description to include an additional parking area by Resolution No. 90-3593; and

WHEREAS, on January 14, 1998, City Council authorized the Second Amendment to the Lease Agreement to (1) extend the term of the lease an additional thirteen years; (2) amend the annual rental fee; (3) include additional provisions and conditions to the parking area and additional provisions and conditions to the insurance coverage; and (4) add additional language in accordance with Section 2-1.1 of the Dallas City Code by Resolution No. 98-0122; and

WHEREAS, beginning in Fiscal Year 2014-15, the Dallas City Council authorized the annual Cultural Organizations Program (COP) contract with Sammons Center for the Arts inclusive of an appropriation for operations and utility reimbursements up to \$31,000 for operation of the Sammons Center for the Arts facility by Resolution No. 14-1795; and

WHEREAS, in Fiscal Year 2016-17, the Dallas City Council authorized an increase for operations and utility reimbursements of \$45,000 (total reimbursement \$76,000) for operation of the Sammons Center for the Arts facility by Resolution No. 16-1749; and

WHEREAS, the City desires to enter into the Third Amendment to the Lease Agreement to memorialize the City's contribution for operations and utility costs of the Sammons Center for the Arts facility.

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 Third Amendment to the Lease Agreement with Sammons Center for the Arts for the Sammons Center for the Arts facility, approved as to form by the City Attorney, to memorialize the City's contributions for operations and utility costs of the facility, up to \$76,000 per year for the period October 1, 2017 through June 30, 2034, and for related revisions.

SECTION 2. That the Chief Financial Officer is hereby authorized to disburse funds in an amount not to exceed \$1,292,000 (subject to annual appropriations), in periodic payments, to the Sammons Center for the Arts from Fund 0001, Department OCA, Unit 4845, Object 3099, Encumbrance/Contract No. MASC OCA-2018-00005509, Vendor 265704.

180443
March 28, 2018

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

MAR 28 2018



Interim City Secretary

THIRD AMENDMENT TO LEASE AGREEMENT

THIS THIRD AMENDMENT TO THE LEASE AGREEMENT ("Third 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 SAMMONS CENTER FOR THE ARTS, hereinafter called "Lessee"; and

WHEREAS, City and Lessee executed a Lease Agreement (the "Lease") effective on July 1, 1981 whereby Lessee leased the Sammons Center for the Arts ("Leased Premises"), located at 3630 Harry Hines Boulevard, Dallas, Dallas County, Texas, which is a multi-story building located in Fair Park and bounded generally by Harry Hines Boulevard, Oak Lawn Avenue and Dallas North Tollway and consisting of approximately 37,287 square feet of space being situated in Block 1/1000 and a portion of City Block 999 1/2; and

WHEREAS, on November 12, 1990, City executed a First Amendment to Lease Agreement to include a portion of City Block 999 ½ as part of the Leased Premises and amending the termination provision in the lease; and

WHEREAS, on January 14, 1998, City executed a Second Amendment to Lease Agreement including additional provisions and conditions to the parking area and additional provisions and conditions to the insurance coverage; and

WHEREAS, in FY 2014-15, by Resolution No. 14-1568 the City Council approved funds in the 2014-15 operating budget for the procurement of services from cultural organizations;

WHEREAS, in FY 2014-15, by Resolution No. 14-1795, as part of the Cultural Services Contracts, City Council authorized a provision for reimbursement of operation and utility costs of the Leased Premises in the amount of \$31,000. The \$31,000 operation and utility reimbursement was authorized again by Resolution No. 15-1949 in FY 2015-16, and increased to \$76,000 by Resolution No. 16-1749 in FY 2016-17.

WHEREAS, in the FY 2017-18 Cultural Organizations Program contract, \$70,000 was allocated for operation and utility reimbursements; and

WHEREAS, by said authorizations Council appropriated an increase to the City's contributions to the Lessee to provide payments to Lessee for Operations and Utility costs for the Leased Premises; and

WHEREAS, the parties erred in failing to modify the Lease to reflect City Council's authorizations for the increase in contributions to Lessee; and

WHEREAS, the parties desire to enter into this Third Amendment to the Lease to amend the Lease to correct the parties' past error; and

WHEREAS, the City desires to increase its contribution and Lessee accepts the increased contribution for the remainder of the term subject to annual appropriations as herein provided below:

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:

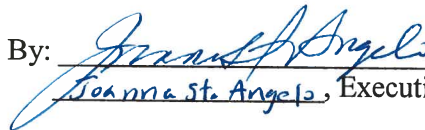
1. City contributions to Operations and Utility Costs for Leased Premises. The City Council authorizes reimbursements of operations and utility costs from City to Lessee in the amount of up to \$76,000 per year, for operation of the Leased Premises for the period beginning on October 1, 2017 through June 30, 2034, and subject to annual appropriations.

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.

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

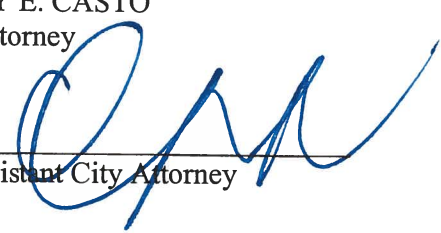
LESSEE:
SAMMONS CENTER FOR THE ARTS,
a Cultural Organization

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

By: 
Joanna St. Angelo, Executive Director

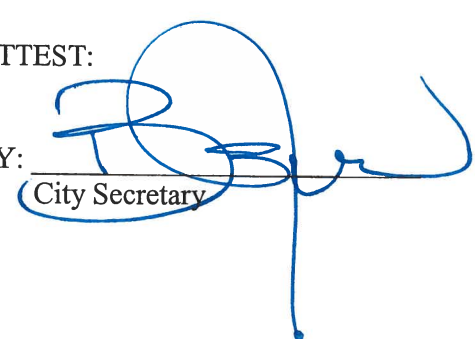
By: 
Assistant City Manager

APPROVED AS TO FORM:
LARRY E. CASTO
City Attorney

By: 
Assistant City Attorney



ATTEST:

BY: 
City Secretary