

December 11, 2019

WHEREAS, the City of Dallas owns the land and improvements comprising the Latino Cultural Center, including the Oak Farms Dairy Performance Hall, located at 2600 Live Oak Street in Dallas County, Texas; and

WHEREAS, the City of Dallas spent \$5.6 million to build the Latino Cultural Center ("LCC"), and private contributions were an additional \$4.2 million; and

WHEREAS, the LCC is operated by the Office of Arts and Culture to serve as a regional catalyst for the preservation, promotion and development of Latino and Hispanic arts and culture; and,

WHEREAS, the LCC opened on September 16, 2003 and has since served over 500,000 people; and

WHEREAS, \$4.3 million was available from 2006 Bond Funds for the design and construction of the LCC Phase II; and

WHEREAS, on February 13, 2019, City Council authorized a professional services contract with Good Fulton & Farrell, Inc. d/b/a GFF, Inc. for architectural and engineering design, and construction administration services for a new multi-form theater and adjoining spaces at the LCC; and

WHEREAS, the *Dallas Cultural Plan 2018* emphasized the priorities of Equity, Diversity, Space, Support for Artists, and a Sustainable Arts Ecosystem, and the city's two largest Latinx theater companies are desirous of growing into a new theater space; and

WHEREAS, Cara Mia Theatre Co. and Teatro Dallas have a long history of presenting compelling works about the diverse experiences of Latinx communities to audiences in Dallas and at the LCC, and the City is desirous of providing them with a residency opportunity at the LCC; and

WHEREAS, the City and Cara Mia Theatre Co., and the City and Teatro Hispano de Dallas desire to enter into long-term use agreements for resident theater company status at the LCC, which would mark the LCC as the first municipal arts center in the United States to boast two professional resident Latinx theater companies, setting a new standard for equitable representation for Latinx theater in the nation.

Now, Therefore,

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

December 11, 2019

SECTION 1. That the City Manager, upon approval as to form by the City Attorney, is hereby authorized to execute **(1)** a Resident Company Use Agreement between Cara Mia Theatre Co. (CMTC), as licensee, and the City of Dallas, as licensor, and **(2)** a Resident Company Use Agreement between Teatro Hispano de Dallas (TD), as licensee, and the City of Dallas, as licensor, to enable CMTC and TD, individually and separately but on the same Use Agreement terms, to license the Latino Cultural Center multi-form theater and Oak Farms Dairy Performance Hall and associated supporting spaces, at the Latino Cultural Center for 12 to 20 weeks each annually, over a five-year term, for the period October 1, 2021 through September 30, 2026 (the "Initial Term"), with four five-year renewal options for the period October 1, 2026 through September 30, 2046, to carry out the City's cultural public purpose in accordance with the Use Agreements.

SECTION 2. That additional special terms and conditions of each of the Use Agreements include among other things, the following terms and conditions:

- A. Total rent payable to the City by CMTC and TD, individually and separately, during the Initial Term shall be at the following weekly rate:

Year 1	\$ 500.00
Year 2	\$ 750.00
Year 3	\$1,000.00
Year 4	\$1,250.00
Year 5	\$1,500.00; and

- B. Subsequent to the Initial Term, the City may increase the weekly rate for CMTC and TD, individually and separately, by no more than 2.5% annually and will provide a 12-month notice in advance of rate increases; and
- C. CMTC and TD will each have first choice of dates for productions in the LCC multi-form theater and the Oak Farms Dairy Performance Hall. In the event of a conflict, the LCC manager shall work with both parties to reach a resolution, and the LCC manager will have the final decision. CMTC and TD will each have an allotment of 16 weeks each for a total of four productions each per City fiscal year, with at least four weeks each in the LCC multi-form theater and at least four weeks each in the Oak Farms Dairy Performance Hall, with CMTC and TD each having the flexibility to increase up to 20 weeks per City fiscal year for a maximum of two consecutive City fiscal years or to decrease down to 12 weeks per City fiscal year for a maximum of two consecutive City fiscal years for the duration of the agreement. The remaining allotment of dates, outside of the contractual allotment, will follow the Tier process, as established by the LCC manager, for other LCC core groups and Latinx user groups for general purpose rentals; and

December 11, 2019**SECTION 2. (continued)**

- D. CMTC and TD will individually and separately provide 12 to 20 weeks of cultural services per City fiscal year at the LCC in either the LCC multi-form theater space or the Oak Farms Dairy Performance Hall; and
- E. CMTC and TD will each provide 10 free community-based events in the city of Dallas annually, both at the LCC and at other locations within the city of Dallas, and will brand these events as "Latino Cultural Center in the City"; and
- F. CMTC and TD will each provide free tickets to public schools located within the city of Dallas for three evening performances each City fiscal year, and will brand these performances as "Youth Nights at the Latino Cultural Center"; and
- G. CMTC, TD and the Office of Arts and Culture will complete a consolidated capital campaign to raise a minimum of \$500,000.00 by March 31, 2021, for betterments to the multiform theater space and supporting areas, which may include but are not limited to seating and audio-visual enhancement. Funds raised in excess above the stated goal will be maintained in a reserve fund established for capital purchases and maintenance related to the Latino Cultural Center multi-form theater and Oak Farms Dairy Performance Hall, and supporting spaces, and all naming opportunities must comply with the Section (9) Cultural Venue Naming Policy of the Cultural Policy of the City of Dallas; and
- H. The exterior wall of the LCC multi-form theater shall have prominent signage to read, "Home of Cara Mía Theatre and Teatro Dallas," and prominent signage in the lobby of the multi-form theater space agreed to by all parties will display resident company status of TD and CMTC, and in the event that changes to the signage are desired, all expenses are to be borne by the entity who wishes to change its name and is subject to agreement by the LCC Manager. All naming opportunities and responsibility for associated expenses must comply with the naming policy in the City of Dallas Cultural Policy; and
- I. CMTC and TD will attribute "resident theater company of the City of Dallas Latino Cultural Center" or similar language, subject to approval by the Director of Arts and Culture, on all marketing materials, including but not limited to partnerships in locations outside of the LCC; and
- J. CMTC and TD will maintain their reserved booking, subject to City's right to interrupt and recapture the entire LCC premises to respond to a state of emergency that requires the City to operate essential city functions in the LCC; and

December 11, 2019**SECTION 2.** (continued)

- K. CMTC and TD will comply with monthly and annual reporting consistent with the requirements of the Cultural Organizations Program administered through the Office of Arts and Culture, and will provide annual reports on the fulfillment of contract terms and expenditures of funds from the reserve fund for capital purchases and maintenance as described in (G) above; and
- L. City shall pay the cost of all utility services, including but not limited to, all charges for gas, water and electricity serving the Premises; and
- M. CMTC and TD shall have no right to assign these use agreements or sub-license the premises or any part thereof; and
- N. Renewal options shall be subject to CMTC and TD, individually and separately meeting the terms of their respective Use Agreement, and the approval of the Director of Arts and Culture; and
- O. Such other terms and requirements of the licensees and/or disclaimers as the City deems necessary, convenient or appropriate.

SECTION 3. That the Chief Financial Officer is hereby authorized to receive and deposit all facility use revenues received under the Agreement to the General Fund, Fund 0001, Department OCA, Unit 4805, Revenue Code 7219.

SECTION 4. That these contracts are designated as Contract No. OCA-2019-00011331 and Contract No. OCA-2019-00011332.

SECTION 5. 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 AS TO FORM:

Christopher J. Caso, Interim City Attorney

By: _____

Assistant City Attorney

