

OFFICIAL ACTION OF THE DALLAS CITY COUNCIL

AUGUST 20, 2008

08-2198

Item 5: Authorize **(1)** establishment of a local government corporation, the Dallas Convention Center Hotel Development Corporation (the "Corporation"), for the purpose of financing the Convention Center Headquarters Hotel (the "Hotel"), **(2)** approval of the Corporation's articles of incorporation and bylaws, **(3)** appointment of the Corporation's initial Board of Directors, and **(4)** the City Manager to file the Corporation's articles of incorporation with the Secretary of State - Financing: No cost consideration to the City

Mayor Pro Tem Garcia and Councilmember Rasansky announced they had a conflict of interest and would abstain from voting or participating in any discussion. Mayor Pro Tem Garcia and Councilmember Rasansky left the briefing room.

The following individuals addressed the city council regarding the item:

Arnulso De La Cruz, 4001 Ross Ave. representing SEIU
CiCi Rojas, 6551 Prairie Flower Trail, representing Greater Dallas Hispanic Chamber
Steve Taylor, 15923 Archwood Ln., representing North Dallas Chamber of Commerce
Dvorah Evan, 7253 Charles Court, representing Dallas Black Chamber
Philip Jones, 325 N Saint Paul St., representing Dallas Convention and Visitors Bureau

Councilmember Natinsky moved to approve the item.

Motion seconded by Councilmember Salazar.

After discussion, Mayor Leppert called the vote on Councilmember Natinsky's motion to approve the item:

Voting Yes: [11] Leppert, Caraway, Medrano, Neumann, Salazar, Davis, Atkins,
Kadane, Allen, Koop, Natinsky
Voting No: [2] Hill, Hunt
Abstain: [2] Garcia, Rasansky

Mayor Leppert declared the motion adopted.

August 20, 2008

WHEREAS, Chapter 431 of the Texas Transportation Code (the "Act") authorizes municipalities to establish local government corporations for the purpose of aiding, assisting, and acting on behalf of the City in the performance of its governmental functions, including promoting the development of the geographic area of the City included or in the vicinity of the Dallas Convention Center in furtherance of the promotion, development, encouragement, and maintenance of employment, commerce, convention and meeting activity, tourism, and economic development in the City; and;

WHEREAS, in order to finance the Dallas Convention Center Headquarters Hotel (the "Hotel"), the City Council is asked to authorize creation of a local government corporation, the Dallas Convention Center Hotel Development Corporation (the "Corporation"); to: (1) finance the Hotel revenue bonds, (2) expedite construction in order to complete the Hotel as soon as practicable, (3) realize savings in construction costs, and (4) accomplish other activities, as permitted by the Act, in furtherance of the Hotel;

Now, Therefore,

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

Section 1. That the creation of a local government corporation to be named the Dallas Convention Center Hotel Development Corporation (the "Corporation") is hereby authorized for the purpose of aiding, assisting, and acting on behalf of the City in the performance of its governmental functions to promote the development of the geographic area of the City included or in the vicinity of the Dallas Convention Center in furtherance of the promotion, development, encouragement, and maintenance of employment, commerce, convention and meeting activity, tourism, and economic development in the City, and more specifically for financing the Dallas Convention Center Headquarters Hotel (the "Hotel").

Section 2. That the articles of incorporation to be used in organizing the Corporation, a copy of which is attached hereto as "**Exhibit A**", and the bylaws to be used by the Corporation, a copy of which is attached hereto as "**Exhibit B**", are hereby approved and the City Manager is authorized to initiate the incorporation of the Corporation and is directed to file the articles of incorporation, approved as to form by the City Attorney, with the Secretary of State.

Section 3. That the City Council, by approval of the Corporation's articles of incorporation, hereby appoints the members of the Board of Directors as named therein.

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Section 4. 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

AUG 20 2008

Deborah Wittman
City Secretary

Exhibit A**ARTICLES OF INCORPORATION
OF
DALLAS CONVENTION CENTER HOTEL DEVELOPMENT CORPORATION**

We, the undersigned natural persons, each of whom is at least eighteen (18) years of age or more, and a resident and a qualified voter of the City of Dallas, Texas (the "City") and a citizen of the State of Texas, acting as incorporators of a corporation under the provisions of Subchapter D of Chapter 431, Texas Transportation Code (the "Act") and the Texas Nonprofit Corporation Law, Chapter 22, Business Organizations Code (the "TNCL"), do hereby adopt the following Articles of Incorporation for such corporation:

ARTICLE I

The name of the corporation is DALLAS CONVENTION CENTER HOTEL DEVELOPMENT CORPORATION (the "Corporation").

ARTICLE II

The Corporation is a public nonprofit corporation.

ARTICLE III

The period of duration of the Corporation shall be perpetual.

ARTICLE IV

The Corporation is organized for the purpose of aiding, assisting, and acting on behalf of the City in the performance of its governmental functions to promote the development of the geographic area of the City included at or in the vicinity of the Dallas Convention Center, in furtherance of the promotion, development, encouragement and maintenance of employment, commerce, convention and meeting activity, tourism, and economic development in the City, including specifically, without limitation, the development and financing of a convention center hotel to be located within 1000 feet of the Dallas Convention Center.

The Corporation is formed pursuant to the provisions of the Act as it now or may hereafter be amended, which authorizes the Corporation to assist and act on behalf of the City to

accomplish any governmental purpose of the City and to engage in activities in the furtherance of the purposes for its creation.

The Corporation shall have and exercise all of the rights, powers, privileges, authority, and functions given by the general laws of the State of Texas to non-profit corporations incorporated under the Act including, without limitation, the powers granted under the TNCL.

The Corporation shall have all other powers of a like or different nature not prohibited by law which are available to nonprofit corporations in Texas under the TNCL and which are necessary or useful to enable the Corporation to perform the purposes for which it is created, including the power to issue bonds, notes or other obligations, and otherwise exercise its borrowing power to accomplish the purposes for which it was created.

The Corporation is created as a local government corporation pursuant to the Act and shall be a governmental unit within the meaning of Subdivision (2), Section 101.001, Texas Civil Practice and Remedies Code. The operations of the Corporation are governmental and not proprietary functions for purposes of the Texas Tort Claims Act, Section 101.001 *et seq.*, Texas Civil Practice and Remedies Code. The Corporation shall have the power to acquire land in accordance with the Act as amended from time to time, subject to the approval of the City Council.

Prior to the consummation of the sale and delivery of any bonds, notes, or other forms of debt instruments, the Corporation shall obtain the approval thereof from the City Council.

In the exercise of its powers, the Corporation may enter into loan, lease, trust, or other agreements as authorized by the Act that are necessary and appropriate to the fulfillment of the public purpose of the Corporation, all of which agreements, and the specific uses, and the methods of withdrawal and expenditure, of the proceeds the bonds, notes, or other debt instruments proposed to be issued by the Corporation, shall be stated and described in the proceedings authorizing such bonds, notes, or other debt instruments, and must be included as a part of the approval process of the City Council required above. In connection with the issuance of its bonds, notes, or other debt instruments, the Corporation shall select bond counsel and financial advisors acceptable to the City Attorney and the City Manager.

ARTICLE V

The Corporation shall have no members and shall have no stock.

ARTICLE VI

All powers of the Corporation shall be vested in a Board of Directors consisting of three

(3) persons who shall be appointed by the City Council of the City, upon recommendation of the City Manager. To be eligible to serve as a Director, a person must be a resident and qualified elector of the City. All Directors with voting rights shall be employees of the City. If a Director with voting rights ceases to be an employee of the City, he or she shall be disqualified from serving as a Director.

The initial Board members are identified in Article IX below and shall serve for the term expiring on the date set forth thereon. Subsequent Board members shall serve for a term of two (2) years or until his or her successor is appointed by the City Council of the City, unless such Board member has been appointed to fill an unexpired term, in which case the term of such Board member shall expire on the expiration date of the term of the Board member who he or she was appointed to replace. Subsequent Board members shall be eligible for reappointment; provided however that no Director may serve for longer than six (6) years consecutively, unless such service is required to complete an unexpired term. Any Board member may be removed from office at any time, with or without cause, by the City Council of the City.

All other matters pertaining to the internal affairs of the Corporation shall be governed by the Bylaws of the Corporation, so long as such Bylaws are not inconsistent with these Articles of Incorporation or the laws of the State of Texas.

ARTICLE VII

The street address of the initial registered office of the Corporation is 1500 Marilla, Dallas, Texas 75201, which is within the city limits of the City, and the name of its initial registered agent at such address is Mary K. Suhm.

ARTICLE VIII

The names and street addresses of the incorporators, each of whom resides within the City, are:

NAME	ADDRESS
Ryan Evans	1500 Marilla, Dallas, Texas 75201
AC Gonzalez	1500 Marilla, Dallas, Texas 75201
Mary Suhm	1500 Marilla, Dallas, Texas 75201

ARTICLE IX

The Corporation shall be governed by a Board of Directors consisting of three (3) Directors. The names and street addresses of the initial Directors, each of whom resides within the City, are:

NAME	ADDRESS	INITIAL TERM EXPIRES
Ryan Evans	1500 Marilla, Dallas, Texas 75201	September 30, 2014
Frank Poe	1500 Marilla, Dallas, Texas 75201	September 30, 2014
Shelia Robinson	1500 Marilla, Dallas, Texas 75201	September 30, 2014

ARTICLE X

A resolution approving the form of these Articles of Incorporation has been adopted by the City Council of the City on August 20, 2008.

ARTICLE XI

No Director shall be liable to the Corporation for monetary damages for an act or omission in the Director's capacity as a Director, except for liability (i) for any breach of the Director's duty of loyalty to the Corporation, (ii) for acts or omissions not in good faith or which involve intentional misconduct or a knowing violation of law, (iii) for any transaction from which the Director received an improper benefit, whether the benefit resulted from an act taken within the scope of the Director's office, or (iv) for acts or omissions for which the liability of a Director is expressly provided by statute. Any repeal or amendment of this Article by the Directors shall be prospective only, and shall not adversely affect any limitation on the personal liability of a Director existing at the time of such repeal or amendment. In addition to the circumstances in which a Director is not personally liable as set forth in the preceding sentences, a Director shall not be liable to the fullest extent permitted by any amendment to the Texas statutes hereafter enacted that further limits the liability of a Director.

ARTICLE XII

In accordance with the provisions of Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "Internal Revenue Code"), and regardless of any other provisions of this Certificate of Formation or the laws of the State of Texas, the Corporation: (a) shall not permit any part of the net earnings of the Corporation to inure to the benefit of any private individual (except that reasonable compensation may be paid for personal services rendered to or for the

Corporation in effecting one or more of its purposes); (b) shall not direct any of its activities to attempting to influence legislation by propaganda or otherwise; (c) shall not participate in or intervene in (including the publication or distribution of statements), any political campaign on behalf of any candidate for public office; and (d) shall not attempt to influence the outcome of any election for public office or to carry on, directly or indirectly, any voter registration drives. Any income earned by the Corporation after payment of reasonable expenses, debt and such reserves as may be necessary as set forth in the authorizing documents related to the issuance of debt by the Corporation shall accrue to the City.

The City shall, at all times, have an unrestricted right to receive any income earned by the Corporation, exclusive of amounts needed to cover reasonable expenditures and reasonable reserves for future activities. Any income of the Corporation received by the City shall be deposited into such account or fund as determined by the City Council of the City. No part of the Corporation's income shall inure to the benefit or any private interests.

If the Board of Directors determines by resolution that the purposes for which the Corporation was formed have been substantially met and all bonds issued by and all obligations incurred by the Corporation have been fully paid or provision made for such payment, the Board shall execute a certificate of dissolution which states those facts and declares the Corporation dissolved in accordance with the requirements of the Act or with applicable law then in existence. In the event of dissolution or liquidation of the Corporation, all assets will be turned over to the City for deposit into such account or fund as the City Council shall direct.

ARTICLE XIII

If the Corporation is a private foundation within the meaning of Section 509(a) of the Internal Revenue Code, the Corporation (a) shall distribute its income for each taxable year at such time and in such manner as not to become subject to the tax on undistributed income imposed by Section 4942 of the Internal Revenue Code; (b) shall not engage in any act of self-dealing as defined in Section 4941 (d) of the Internal Revenue Code; (c) shall not retain any excess business holdings as defined in Section 4943(c) of the Internal Revenue Code; (d) shall not make any investments in such manner as to subject it to tax under Section 4944 of the Internal Revenue Code; and (e) shall not make any taxable expenditures as defined in Section 4945(d) of the Internal Revenue Code.

ARTICLE XIV

The City Council may at any time consider and approve an ordinance or resolution directing the Board to proceed with the dissolution of the Corporation, at which time the Board shall proceed with the dissolution of the Corporation in accordance with applicable state law. The failure of the Board to proceed with the dissolution of the Corporation in accordance with this Section shall be deemed a cause for the removal from office of any or all of the Directors as permitted by Article VI of these Articles of Incorporation.

ARTICLE XV

These Articles of Incorporation may not be changed or amended unless approved by the City Council of the City.

IN WITNESS WHEREOF, we have hereunto set our hands this ____ day of August, 2008.

Incorporator

Incorporator

Incorporator

082198

This instrument was acknowledged before me on this ____ day of August, 2008, by Ryan Evans, AC Gonzalez and Mary Suhm, being sworn on his/her oath that he/she is an individual residing in the City of Dallas, Texas.

Given under my hand and seal of office this August __, 2008.

Notary Public
State of Texas

Exhibit B
BYLAWS
OF
DALLAS CONVENTION CENTER HOTEL DEVELOPMENT CORPORATION
ARTICLE I
PURPOSES

Dallas Convention Center Hotel Development Corporation (the "Corporation") is organized for the purpose of aiding, assisting, and acting on behalf of the City of Dallas, Texas (the "City") in the performance of its governmental functions to promote the common good and general welfare of the City, including, without limitation, for the purpose of aiding, assisting, and acting on behalf of the City in the performance of its governmental functions to promote the development of the geographic area of the City included at or in the vicinity of Dallas Convention Center, in furtherance of the promotion, development, encouragement and maintenance of employment, commerce, conventions and meetings, tourism, and economic development in the City, including specifically, without limitation, the development and financing of a convention center hotel to be located within 1000 feet of the Dallas Convention Center.

The Corporation is formed pursuant to the provisions of Subchapter D, Chapter 431, Texas Transportation Code (the "Act") as it now or may hereafter be amended, which authorizes the Corporation to assist and act on behalf of the City to accomplish any governmental purpose of the City and to engage in activities in the furtherance of the purposes for its creation and the Texas Nonprofit Corporation Law, Chapter 22, Business Organizations Code, Section 22.001, et.seq. (the "TNCL").

The Corporation shall have and exercise all of the rights, powers, privileges, authority, and functions given by the general laws of the State of Texas to non-profit corporations incorporated under the Act including, without limitation, the TNCL.

The Corporation shall have all other powers of a like or different nature not prohibited by law which are available to nonprofit corporations in Texas and which are necessary or useful to enable the Corporation to perform the purposes for which it is created, including the power to issue bonds, notes or other obligations, and otherwise exercise its borrowing power to accomplish the purposes for which it was created.

The Corporation is created as a local governmental corporation pursuant to the Act and shall be a governmental unit within the meaning of Subdivision (2), Section 101.001, Texas Civil Practice and Remedies Code. The operations of the Corporation are governmental and not proprietary functions for purposes of the Texas Tort Claims Act, Section 101.001 et seq., Texas Civil Practice and Remedies Code. The Corporation shall have the power to acquire land in accordance with the Act as amended from time to time.

ARTICLE II

BOARD OF DIRECTORS

Section 1. *Appointment, Powers, Number, Eligibility, and Term of Office.* All powers of the Corporation shall be vested in the Board of Directors (the "Board"). The Board shall consist of three (3) persons who shall be appointed by the City Council of the City, upon recommendation of the City Manager. To be eligible to serve as a Director, a person must be an employee of the City and a resident and qualified elector of the City. If a person ceases to be an employee of the City, he or she shall be disqualified from serving as a Director. Any Director may be removed from office at any time, with or without cause, by the City Council of the City.

Each initial Director shall serve for the term expiring on the date set forth in the Articles of Incorporation of the Corporation (the "Articles of Incorporation"). Each subsequent Director shall serve for a term of two (2) years, expiring on September 30th of such year the term expires or until his or her successor is appointed by the City Council of the City, unless such Board member has been appointed to fill an unexpired term, in which case the term of such Board member shall expire on the expiration date of the term of the Board member who he or she was appointed to replace. Subsequent Board members shall be eligible for reappointment; provided however that no Director may serve longer than six (6) years consecutively, unless such service is required to complete an unexpired term. Any Director may be removed from office at any time, with or without cause, by the City Council of the City.

Section 2. *Meetings of Directors.* The Directors may hold their meetings and may have an office and keep the books of the Corporation at the City Hall, or such other place or places within the City as the Board may from time to time determine; provided, however, in the absence of any such determination, the City Hall shall be the registered office of the Corporation in the State of Texas.

The Board shall meet in accordance with and file notice of each meeting of the Board for the same length of time and in the same manner and location as is required of a City under Chapter 551, Government Code (the "Open Meetings Act").

The Corporation and the Board are subject to Chapter 552, Government Code (the "Open Records Act").

Section 3. *Annual Meetings.* The annual meeting of the Board shall be held at the time and at the location in the City designated by the resolution of the Board for the purposes of transacting such business as may be brought before the meeting.

Section 4. *Regular Meetings.* Regular meetings of the Board shall be held at such times and places as shall be designated, from time to time, by resolution of the Board.

Section 5. *Special and Emergency Meetings.* Special and emergency meetings of the Board shall be held whenever called by the President of the Board or by a majority of the Directors who are serving duly appointed terms of office at the time the meeting is called.

The Secretary shall give notice of each special meeting in person, by telephone, electronic transmission (e.g., facsimile transmission or electronic mail) or mail at least three (3) days before the meeting to each Director. Notice of each emergency meeting shall also be given in the manner required of the City under the Open Meetings Act. Unless otherwise indicated in the notice thereof, any and all matters pertaining to the purposes of the Corporation may be considered and acted upon at a special or emergency meeting.

Section 6. *Quorum.* A majority of the Board shall constitute a quorum for the consideration of matters pertaining to the purposes of the Corporation. If at any meeting of the Board there is less than a quorum present, a majority of those present may adjourn the meeting from time to time. The act of a majority of the Directors present and voting at a meeting at which a quorum is in attendance shall constitute the act of the Board, unless the act of a greater number is required by law, by the Articles of Incorporation, or by these Bylaws.

A Director who is present at a meeting of the Board at which any corporate action is taken shall be presumed to have assented to such action, unless his or her dissent shall be entered in the minutes of the meeting or unless he or she shall file a written dissent to such action with the person acting as the secretary of the meeting before the adjournment thereof or shall forward such dissent by registered mail to the Secretary of the Corporation immediately after the adjournment of the meeting. Such right to dissent shall not apply to a Director who voted in favor of the action.

Section 7. *Conduct of Business.* At the meetings of the Board, matters pertaining to the purposes of the Corporation shall be considered in such order as from time to time the Board may determine.

At all meetings of the Board, the President shall preside, and in the absence of the President, the Vice President shall preside. In the absence of the President and the Vice President, an acting presiding officer shall be chosen by the Board from among the Directors present.

The Secretary of the Corporation shall act as secretary of all meetings of the Board, but in the absence of the Secretary, the presiding officer may appoint any person to act as secretary of the meeting.

Section 8. *Compensation of Directors.* Directors, as such, shall not receive any salary or compensation for their services as Directors.

Section 9. *Director's Reliance on Consultant Information.* A Director shall not be liable if while acting in good faith and with ordinary care, the Director relies on information,

opinions, reports, or statements, including financial statements and other financial data, concerning the Corporation or another person that were prepared or presented by:

- (a) one or more other officers or employees of the Corporation; or
- (b) legal counsel, public accountants, or other persons as to matters the officer reasonably believes are within the person's professional or expert competence.

ARTICLE III

OFFICERS

Section 1. *Titles and Term of Office.* The officers of the Corporation shall be the President, the Vice President, a secretary, a treasurer, and such other officers as the Board may from time to time elect. One person may hold more than one office, except that one person shall not concurrently hold the offices of President and Secretary. The term of office for each officer shall be one (1) year. Officers may be re-elected.

Section 2. *Powers and Duties of the President.* The President shall be a member of the Board and shall preside at all meetings of the Board. The President shall be the principal executive officer of the Corporation and, subject to the Board, he or she shall be in general charge of the properties and affairs of the Corporation. In furtherance of the purposes of the Corporation and subject to the limitations contained in the Articles of Incorporation, the President or any Vice President may sign and execute all bonds, notes, deeds, conveyances, franchises, assignments, mortgages, notes, contracts and other obligations in the name of the Corporation. The President shall have such other duties as are assigned by the Board. The President may call special and emergency meetings of the Board as provided in these Bylaws.

Section 3. *Powers and Duties of the Vice President.* The Vice President shall be a member of the Board. The Vice President shall perform the duties and exercise the powers of the President upon the President's death, absence, disability, or resignation, or upon the President's inability to perform the duties of his or her office. Any action taken by the Vice President in the performance of the duties of the President shall be conclusive evidence of the absence or inability to act of the President at the time such action was taken. A Vice President shall have such other powers and duties as may be assigned to him or her by the Board or the President.

Section 4. *Treasurer.* The Treasurer shall have custody of all the funds and securities of the Corporation which come into his or her hands. When necessary or proper, he or she may endorse, on behalf of the Corporation, for collection, checks, notes and other obligations and shall deposit the same to the credit of the Corporation in such bank or banks or depositories as shall be designated in the manner prescribed by the Board; he or she may sign all receipts and vouchers for payments made to the Corporation, either alone or jointly with such other officer as is designated by the Board; whenever required by the Board, he or she shall render a statement of his or her cash account; he or she shall enter or cause to be entered regularly in the books of the

Corporation to be kept by him or her for that purpose full and accurate accounts of all moneys received and paid out on account of the Corporation; he or she shall perform all acts incident to the position of Treasurer subject to the control of the Board; and he or she shall, if required by the Board, give such bond for the faithful discharge of his or her duties in such form as the Board may require. The Treasurer need not be a member of the Board.

Section 5. *Secretary.* The Secretary shall keep or cause to be kept the minutes of all meetings of the Board in books provided for that purpose; he or she shall attend to the giving and serving of all notices; in furtherance of the purposes of the Corporation and subject to the limitations contained in the Articles of Incorporation, he or she may sign with the President in the name of the Corporation and/or attest the signatures thereof, all contracts, conveyances, franchises, bonds, deeds, assignments, mortgages, notes and other instruments of the Corporation; he or she shall have charge of the Corporation's books, records, documents and instruments, except the books of account and financial records and securities of which the Treasurer shall have custody and charge, and such other books and papers as the Board may direct, all of which shall at all reasonable times be open to the inspection of any Director upon application at the office of the Corporation during business hours; and, he or she shall in general perform all duties incident to the office of Secretary subject to the control of the Board. The Secretary need not be a member of the Board.

Section 6. *Executive Director and Staff.* The City Manager of the City or the designee thereof will serve as the Executive Director of the Corporation. The City Manager's office shall provide administrative support services for the Corporation, and shall perform duties as prescribed by the Board and the City Council. Staff functions for the Corporation may be performed by City staff, as directed by the City Manager, and the Corporation shall pay the costs for such services as from time to time shall be billed to the Corporation by the City.

Section 7. *Compensation.* Officers, as such, shall not receive any salary or compensation for their services as Officers.

Section 8. *Officer's Reliance on Consultant Information.* In the discharge of a duty imposed or power conferred on an officer of the Corporation, the officer may in good faith and with ordinary care rely on information, opinions, reports, or statements, including financial statements and other financial data, concerning the Corporation or another person, which were prepared or presented by:

- (a) one or more other officers or employees of the Corporation, including members of the Board; or
- (b) legal counsel, public accountants, or other persons as to matters the officer reasonably believes are within the person's professional or expert competence.

Section 9. *Hearing Officer.* The Executive Director or the designee thereof shall serve as "hearing officer" of the Corporation for the purpose of conducting any public hearing required under the Internal Revenue Code of 1986 as a condition precedent to the issuance of

tax-exempt bonds by the Corporation.

ARTICLE IV

MISCELLANEOUS PROVISIONS

Section 1. *Fiscal Year.* The fiscal year of the Corporation shall be the same as the City, or such other consecutive twelve-month period determined by the Corporation and approved by the City.

Section 2. *Seal.* The seal of the Corporation shall be such as from time to time may be approved by the Board.

Section 3. *Notice and Waiver of Notice.* Whenever any notice whatever is required to be given under the provisions of these Bylaws, such notice shall be deemed to be sufficient if given by depositing the same in a post office box in a sealed postpaid wrapper addressed to the person entitled thereto at his or her post office address, as it appears on the books of the Corporation, and such notice shall be deemed to have been given on the day of such mailing. A waiver of notice, signed by the person or persons entitled to said notice, whether before or after the time stated therein, shall be deemed equivalent thereto.

Section 4. *Resignations.* Any Director or officer may resign at any time. Such resignations shall be made in writing and shall take effect at the time specified therein, or, if no time be specified, at the time of its receipt by the President or Secretary. The acceptance of a resignation shall not be necessary to make it effective, unless expressly so provided in the resignation.

Section 5. *Gender.* References herein to the masculine gender shall also refer to the feminine in all appropriate cases, and vice versa.

Section 6. *Appropriations and Grants.* The Corporation shall have the power to request and accept any appropriation, grant, contribution, donation, or other form of aid from the federal government, the State, any political subdivision, or municipality in the State, or from any other source.

ARTICLE V

INDEMNIFICATION OF DIRECTORS AND OFFICERS

Section 1. *Right to Indemnification.* Subject to the limitations and conditions as provided in this Article V and the Articles of Incorporation, each person who was or is made a party or is threatened to be made a party to or is involved in any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative, arbitratve or

investigative (hereinafter a "proceeding"), or any appeal in such a proceeding or any inquiry or investigation that could lead to such a proceeding, by reason of the fact that he or she, or a person for whom he or she is the legal representative, is or was a Director or officer of the Corporation or while a Director or officer of the Corporation is or was serving at the request of the Corporation as a director, officer, partner, venturer, proprietor, trustee, employee, agent or similar functionary of another foreign or domestic corporation, partnership, joint venture, sole proprietorship, trust, employee benefit plan or other enterprise shall be indemnified by the Corporation to the fullest extent permitted by the TNCL, as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits the Corporation to provide broader indemnification rights than said law permitted the Corporation to provide prior to such amendment) against judgments, penalties (including excise and similar taxes and punitive damages), fines, settlements and reasonable expenses (including, without limitation, attorneys' fees) actually incurred by such person in connection with such proceeding, and indemnification under this Article V shall continue as to a person who has ceased to serve in the capacity which initially entitled such person to indemnity hereunder. The rights granted pursuant to this Article V shall be deemed contract rights, and no amendment, modification or repeal of this Article V shall have the effect of limiting or denying any such rights with respect to action taken or proceedings arising prior to any such amendment, modification or repeal. It is expressly acknowledged that the indemnification provided in this Article V could involve indemnification for negligence or under theories of strict liability.

Section 2. *Advance Payment.* The right to indemnification conferred in this Article V shall include the right to be paid in advance or reimbursed by the Corporation the reasonable expenses incurred by a person of the type entitled to be indemnified under Section 1 who was, is or is threatened to be made a named defendant or respondent in a proceeding in advance of the final disposition of the proceeding and without any determination as to the person's ultimate entitlement to indemnification; provided, however, that the payment of such expenses incurred by any such person in advance of the final disposition of a proceeding, shall be made only upon delivery to the Corporation of a written affirmation by such Director or officer of his or her good faith belief that he or she has met the standard of conduct necessary for indemnification under this Article V and a written undertaking, by or on behalf of such person, to repay all amounts so advanced if it shall ultimately be determined that such indemnified person is not entitled to be indemnified under this Article V or otherwise.

Section 3. *Indemnification of Employees and Agents.* The Corporation, by adoption of a resolution of the Board, may indemnify and advance expenses to an employee or agent of the Corporation to the same extent and subject to the same conditions under which it may indemnify and advance expenses to Directors and officers under this Article V; and the Corporation may indemnify and advance expenses to persons who are not or were not Directors, officers, employees or agents of the Corporation but who are or were serving at the request of the Corporation as a Director, officer, partner, venture proprietor, trustee, employee, agent or similar functionary of another foreign or domestic corporation, partnership, joint venture, sole proprietorship, trust, employee benefit plan or other enterprise against any liability asserted against him or her and incurred by him or her in such a capacity or arising out of his or her status as such a person to the same extent that it may indemnify and advance expenses to Directors

under this Article V.

Section 4. *Appearance as a Witness.* Notwithstanding any other provision of this Article V, the Corporation may pay or reimburse expenses incurred by a Director or officer in connection with his or her appearance as a witness or other participation in a proceeding involving the Corporation or its business at a time when he or she is not a named defendant or respondent in the proceeding.

Section 5. *Non-exclusivity of Rights.* The right to indemnification and the advancement and payment of expenses conferred in this Article V shall not be exclusive of any other right which a Director or officer or other person indemnified pursuant to Section 3 of this Article V may have or hereafter acquire under any law (common or statutory), provision of the Articles of Incorporation or these Bylaws, agreement, vote of disinterested Directors or otherwise.

Section 6. *Insurance.* The Corporation may purchase and maintain insurance, at its expense, to protect itself and any person who is or was serving as a Director, officer, employee or agent of the Corporation or is or was serving at the request of the Corporation as a Director, officer, partner, venturer, proprietor, trustee, employee, agent or similar functionary of another foreign or domestic corporation, partnership, joint venture, proprietorship, employee benefit plan, trust or other enterprise against any expense, liability or loss, whether the Corporation would have the power to indemnify such person against such expense, liability or loss under this Article V.

Section 7. *Notification.* Any indemnification of or advance of expenses to a Director or officer in accordance with this Article V shall be reported in writing to the members of the Board with or before the notice of the next regular meeting of the Board and, in any case, within the 12-month period immediately following the date of the indemnification or advance.

Section 8. *Savings Clause.* If this Article V or any portion hereof shall be invalidated on any ground by any court of competent jurisdiction, then the Corporation shall nevertheless indemnify and hold harmless each Director, officer or any other person indemnified pursuant to this Article V as to costs, charges and expenses (including attorneys' fees), judgments, fines and in amounts paid in settlement with respect to any action, suit or proceeding, whether civil, criminal, administrative or investigative, to the full extent permitted by any applicable portion of this Article V that shall not have been invalidated and to the fullest extent permitted by applicable law.

ARTICLE VI

CODE OF ETHICS

Section 1. *Policy and Purposes.*

(a) It is the policy of the Corporation that Directors and officers conduct themselves in a manner consistent with sound business and ethical practices; that the public interest always be considered in conducting corporate business; that the appearance of impropriety be avoided to ensure and maintain public confidence in the Corporation; and that the Board establish policies to control and manage the affairs of the Corporation fairly, impartially, and without discrimination.

(b) This Code of Ethics has been adopted as part of the Corporation's Bylaws for the following purposes: (a) to encourage high ethical standards in official conduct by Directors and corporate officers; and (b) to establish guidelines for such ethical standards of conduct.

Section 2. *Conflicts of Interest.*

(a) Except as provided in subsection (c), a Director or officer is prohibited from participating in a vote, decision, or award of a contract involving a business entity or real property in which the Director or the officer has a substantial interest, if it is foreseeable that the business entity or real property will be economically benefitted by the action. A person has a substantial interest in a business (i) if his or her ownership interest is ten percent or more of the voting stock or shares of the business entity or ownership of \$15,000 or more of the fair market value of the business entity, or (ii) if the business entity provides more than ten percent of the person's gross income. A person has a substantial interest in real property if the interest is an equitable or legal ownership with a fair market value of \$2,500 or more. An interest of a person related in the second degree by affinity (marriage relationship) or the third degree by consanguinity (blood relationship) to a Director or officer is considered a substantial interest.

(b) If a Director or a person related to a Director in the first or second degree by affinity or the first, second, or third degree by consanguinity has a substantial interest in a business entity or real property that would be pecuniarily affected by any official action taken by the Board, such Director, before a vote or decision on the matter, shall file an affidavit stating the nature and extent of the interest. The affidavit shall be filed with the Secretary of the Board.

(c) A Director who has a substantial interest in a business entity that will receive a pecuniary benefit from an action of the Board may vote on that action if a majority of the Board has a similar interest in the same action or if all other similar business entities in the City will receive a similar pecuniary benefit.

(d) An employee of a public entity may serve on the Board.

Section 3. *Acceptance of Gifts.* No Director or officer shall accept any benefit as consideration for any decision, opinion, recommendation, vote or other exercise of discretion in carrying out official acts for the Corporation. No Director or officer shall solicit, accept, or agree to accept any benefit from a person known to be interested in or likely to become interested in any contract, purchase, payment, claim or transaction involving the exercise of the Director's or officer's discretion. As used here, a benefit does not include:

(a) a fee prescribed by law to be received by a Director or officer or any other benefit to which the Director or officer is lawfully entitled or for which he or she gives legitimate consideration in a capacity other than as a Director or officer,

(b) a gift or other benefit conferred on account of kinship or a personal, professional, or business relationship independent of the official status of the Director or officer;

(c) an honorarium in consideration for legitimate services rendered above and beyond official duties and responsibilities if:

- (1) not more than one honorarium is received from the same person in a calendar year;
- (2) not more than one honorarium is received for the same service; and
- (3) the value of the honorarium does not exceed \$250 exclusive of reimbursement for travel, food, and lodging expenses incurred by the Director or officer in performance of the services;
- (d) a benefit consisting of food, lodging, transportation, or entertainment accepted as a guest if reported as may be required by law.

Section 4. *Bribery.* A Director or officer shall not intentionally or knowingly offer, confer or agree to confer on another, or solicit, accept, or agree to accept from another:

(a) any benefit as consideration for the Director's or officer's decision, opinion, recommendation, vote, or other exercise of discretion as a Director or officer;

(b) any benefit as consideration for the Director or officer's decision, vote, recommendation, or other exercise of official discretion in a judicial or administrative proceeding; or

(c) any benefit as consideration for a violation of duty imposed by law on the Director or officer.

Section 5. *Nepotism.* No Director or officer shall appoint, or vote for, or confirm the appointment to any office, position, clerkship, employment or duty, of any person related within the second degree by affinity or within the third degree of consanguinity to the Director or officer so appointing, voting or confirming, or to any other Director or officer. This provision shall not prevent the appointment, voting for, or confirmation of any person who shall have been continuously employed in any such office, position, clerkship, employment or duty at least thirty (30) days prior to the appointment of the Director or officer so appointing or voting.

ARTICLE VII**AMENDMENTS**

A proposal to alter, amend, or repeal these Bylaws shall be made by the affirmative vote of a majority of the full Board at any annual or regular meeting, or at any special meeting if notice of the proposed amendment be contained in the notice of said special meeting. Any proposed change or amendment to the Bylaws, however, must be approved by the City Council of the City to be effective.

RECEIVED

2009 JAN 16 PM 1:55

CITY SECRETARY
DALLAS, TEXAS

CITY OF DALLAS

Memorandum

DATE January 16, 2009

TO Deborah Watkins, City Secretary

SUBJECT Professional Services Contract between the Dallas Convention Center Hotel Development Corporation and Jeffer Mangels Butler & Marmaro LLP, dated as of December 30, 2008
(Resolution No. 08-2198, approved on August 20, 2008)

Enclosed for the official City records is one original of the signed Professional Services Contract between the Dallas Convention Center Hotel Development Corporation and Jeffer Mangels Butler & Marmaro LLP, dated as of December 30, 2008.

Please file this document with Resolution No. 08-2198.

A handwritten signature in black ink, appearing to read 'Warren Ernst'.

Warren Ernst
Assistant City Attorney

Attachment

DISTRIBUTION

AC Gonzalez (w/ copy of attachment)
Frank Poe (w/ copy of attachment)
Al Rojas (w/ copy of attachment)
Mark Duebner (w/ copy of attachment)
Stephanie Coleman (w/ original signed attachment)

of monthly invoices. In the event the authorized not-to-exceed amount has been paid to Counselors and further funding is not approved by the City Council, Counselors shall have no further obligation to provide legal services and this Contract shall be terminated and of no further force and effect, except that Section 8 below shall survive termination. City may, at its option, offset any amounts due and payable under this Contract against any debt (including taxes) lawfully due to DCCHDC from Counselors, regardless of whether the amount due arises pursuant to the terms of this Contract or otherwise and regardless of whether or not the debt due to DCCHDC has been reduced to judgment by a court.

4. Counselors shall notify DCCHDC in writing within three (3) business days after the aggregate of (a) billings already submitted to DCCHDC and (b) billable fees, expenses and costs accrued but not yet billed (collectively, "Total Current Charges") equals 75% of the authorized amount of this Contract. If Counselors fail to notify DCCHDC in writing within three (3) business days that the Total Current Charges have reached 75% of the authorized amount of this Contract, Counselors hereby expressly waive their right to compensation for any portion of the Total Current Charges that exceeds the authorized amount of this Contract.

5. The term of this Contract shall begin as of December 30, 2008, and continue until terminated as provided herein. All services under this Contract are to be completed timely and in the highest professional manner.

6. The City Attorney may terminate the performance of services in whole or in part on ten (10) days written notice to Counselors. DCCHDC agrees to pay Counselors for all services approved by the City Attorney and completed prior to the effective date of such notice.

7. This Contract is made subject to the charter and ordinances of City, as amended, and all applicable laws of the State of Texas. Counselors also agree to comply with the provisions of Attachment 1, attached hereto and made a part hereof, concerning conflict of interests, gifts to public servants, and notice of contract claims.

8. All of Counselors' work product under this Contract shall become the property of City and DCCHDC, without restriction on future use. Copies may be retained by Counselors. Counselors shall retain all records relating to this Contract for a minimum of three (3) years following termination, during which time City and DCCHDC reserve the right to audit such records at its election. Counselors shall maintain strict confidentiality in the performance of this Contract and shall not disclose any information or documentation related to the subject matter of this Contract without the written approval of the City Attorney.

9. In performing Services under this Contract, the relationship between DCCHDC and Counselors is that of independent contractor, and DCCHDC and Counselors by the execution of this Contract do not change the independent status of Counselors. Counselors shall exercise independent judgment in performing work under this Contract and are solely responsible for setting working hours, scheduling or prioritizing the work flow and determining how the work is to be performed. No term or provision of this Contract or act of Counselors in the performance of this Contract shall be construed as making Counselors the agent, servant or employee of City or DCCHDC, or making Counselors or any of its employees eligible for the

fringe benefits, such as retirement, insurance and worker's compensation, which City or DCCHDC provide their employees.

10. Except as disclosed in Exhibit A, Counselors acknowledge that they are not currently involved in any litigation in which they represent a party who is adverse to City or DCCHDC and Counselors agree that they will not undertake any litigation adverse to City or DCCHDC or to an employee or officer of the City or DCCHDC, except with prior disclosure to and consent by City and DCCHDC, as applicable.

EXECUTED as of the 30th day of December, 2008, by DCCHDC, acting through its duly authorized official, and by Counselors, acting through their duly authorized official.

APPROVED AS TO FORM:
THOMAS P. PERKINS, JR.
City Attorney

BY

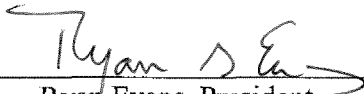


Assistant City Attorney

DALLAS CONVENTION CENTER
HOTEL DEVELOPMENT CORPORATION

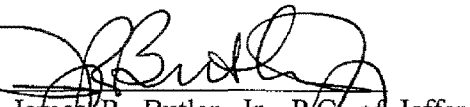
Counselors:
JEFFER MANGELS BUTLER &
MARMARO, L.L.P.

BY



Ryan Evans, President

BY



James R. Butler, Jr., P.C. of Jeffer
Mangels Butler & Marmaro, L.L.P.

ATTACHMENT I

A. CONFLICT OF INTEREST

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 XXVII. Sec. 11. FINANCIAL INTEREST OF EMPLOYEE OR OFFICER PROHIBITED -- No officer 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 an officer or employee. Any violation of this section shall constitute malfeasance in office, and any officer or employee guilty thereof shall thereby forfeit his 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.

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."

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."

B. GIFT TO PUBLIC SERVANT

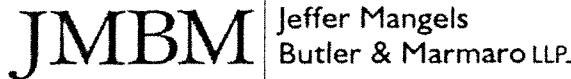
City may terminate this Contract immediately if Counselors have offered, or agreed, to confer any benefit upon a City employee or official that the City employee or official is prohibited by law from accepting.

For purposes of this section, "benefit" means anything reasonably regarded as pecuniary gain or pecuniary advantage, including benefit to any other person in whose welfare the beneficiary has a direct or substantial interest, but does not include a contribution or expenditure made and reported in accordance with law.

Notwithstanding any other legal remedies, City may require Counselors to remove any employee of Counselors from the Project who has violated the restrictions of this section or any similar state or federal law, and obtain reimbursement for any expenditures made as a result of the improper offer, agreement to confer, or conferring of a benefit to a City employee or official.

C. NOTICE OF CONTRACT CLAIM

This Contract is subject to the provisions of Section 2-86 of the Dallas City Code, as amended, relating to requirements for filing a notice of a breach of contract claim against City. Section 2-86 of the Dallas City Code, as amended, is expressly incorporated by reference and made a part of this Contract as if written word for word in this Contract. Contractor shall comply with the requirements of this ordinance as a precondition of any claim relating to this Contract, in addition to all other requirements in this Contract related to claims and notice of claims.



James R. Butler, Jr
Direct: (310) 201-3526
Fax: (310) 712-8526
JButler@jmbm.com

1900 Avenue of the Stars, 7th Floor
Los Angeles, California 90067-4308
(310) 203-8080 (310) 203-0567 Fax
www.jmbm.com

June 12, 2008

Warren Ernst
Assistant City Attorney
City of Dallas
1500 Marilla, 7DN
Dallas, TX 75201

Re: Terms Of Engagement For Legal Services

Dear Warren:

Jeffer, Mangels, Butler & Marmaro LLP ("we" or the "Firm") appreciates your asking us to represent the City of Dallas ("you") in assisting you to identify and contract with an appropriate operator for your proposed new 1200-room Convention Center Hotel, including working with you to run an RFP process to select the operator, and we look forward to serving as your counsel in this matter. This letter sets forth the terms of our proposed engagement, and constitutes an agreement between us (the "Agreement").

1. **Our client(s); terms of this engagement as well as of existing and future engagements.** This Agreement governs our representation only of you and not of any other party, including any of your parent, subsidiary, affiliate or related persons or entities (collectively, "Affiliates"), unless such party is named in the preceding paragraph and included within the definition of "you." This Agreement shall not affect our existing or future representation of any Affiliate pursuant to any other engagement letter. This Agreement sets forth our entire agreement for rendering professional services for the current matter identified above, as well as for all other existing or future engagements with you.

2. **Intake procedures.** Our engagement is subject to and effective upon completion of our normal intake procedures, including receipt of a hard copy, facsimile or electronically delivered copy of this Agreement signed by you together with any retainers required, and completion of a check for potential conflicts of interest. You represent that you have disclosed, and promptly will disclose, to us in writing all persons and entities who may have an interest (including adverse and non-adverse interests) in this matter so that we may avoid any conflicts of interest. When this Agreement becomes effective, it will relate back to the first day we provided legal services to you with respect to this matter or any other matter for which there is no separate written agreement.

3. **Fees.** Services will be rendered at our standard hourly rates for our attorneys and other personnel (such as paralegals and assistants) prevailing at the time services

City of Dallas
June 12, 2009
Page 2

are rendered. Our rates presently range from \$220 per hour for certain paralegals to \$750 per hour for certain partners, and we reserve the right to change these rates from time to time; we generally do so in January. At your request, we may attempt to estimate our fees to assist you in your planning. You agree that such estimates are not binding and that our actual fees may vary significantly from such estimates.

4. **Charges.** In addition to fees for services, the Firm will charge you separately for messengers, computerized research, word processing, document reproduction (scanning, printing, and photocopying), travel, transcripts, parking, filing fees, telephone toll calls, secretarial overtime (where attributable to your special needs), notary charges, experts and other consultants retained on your behalf, and other similar items. If air travel is required, except with your prior approval, we will travel coach on all flights. By executing this Agreement, you are agreeing to pay for these charges in accordance with the Firm's schedule of charges, a copy of which is available on request, and which may be revised from time to time without notice. You are also responsible for all charges and expenses that we advance on your behalf. Where significant or unusual third-party payments are required (e.g., co-counsel fees, expert fees, special studies, extensive transcripts or filing fees), we will normally request your prior approval and may forward the charge to you for direct payment or obtain advance funds from you to cover the charge. If we advance funds for you, they will be added to the invoice.

5. **Retainer.** A retainer is usually required for new clients and is required for all out of state clients. In this matter, we are requesting an initial retainer of \$10,000. We may require retainers in the future. For example, if your matter involves litigation, our normal practice is to require a retainer as the matter proceeds to trial. The amount of this retainer is usually substantially higher than our initial retainer. A retainer is not an estimate of the total charges which may be incurred.

A retainer is an advance or deposit which is applied as fees and charges are incurred. At the end of our engagement, our final charges will be applied against the retainer and the balance of the retainer, if any, will be refunded, or the balance due must be paid by you. By signing this Agreement, you are authorizing us to withdraw amounts from the trust account containing any retainer to pay your statements as billed on any matter for you.

6. **Billing statements; carrying charges on unpaid balances.** Except as otherwise agreed, we will bill you on a monthly basis, and you agree to pay us immediately upon receipt of our bill. Each of you signing below is jointly and severally responsible for our fees and charges. Each signatory represents that he, she or it has full authority to execute this Agreement on behalf of the entity for which he, she or it has executed this Agreement. If you have any questions about a billing statement, please call them to our attention promptly, but in any event no later than thirty (30) days after you receive the statement. You may have the billing statement in any reasonable format you choose, but we will select an initial format for the statement unless you otherwise request a different format in writing. If we do not receive payment by the end of the month following the month in which we issue our statement, you

City of Dallas
June 12, 2009
Page 3

agree to pay a carrying charge of 1% per month (subject to adjustment by us from time to time as indicated on our statements) on the unpaid balance of the statement from the invoice's date.

7. **Termination.** Either party may terminate our services at any time upon written notice. Our representation as to each matter covered by this Agreement will end at the earliest of (a) your termination of our representation, (b) our withdrawal, approved by a court, if necessary, or (c) the substantial completion of our substantive work. If our services are terminated for any reason, such termination shall be effective only to terminate our services prospectively and all the other terms of this Agreement shall survive any such termination, including your obligation to pay for all of our fees for legal services rendered and for expenses incurred by us prior to termination.

8. **Duties upon end of active involvement.** Upon cessation of our active involvement in a particular matter, we will have no further duty to inform you of future developments or changes in law. Further, unless you and we mutually agree in writing to the contrary, we will have no obligation to monitor renewal or notice dates or similar deadlines on your behalf.

9. **Records and files retention.** All records and files will be retained and disposed of in compliance with our policy in effect from time to time. Subject to future changes, it is our current policy not to retain records relating to a matter for more than five years from the date the matter is opened. Upon your prior written request, we will return records to you prior to their destruction. It is not administratively feasible for us to advise you of the closing of a matter or the disposal of records. We recommend, therefore, that you maintain your own files for reference or make written request for your files at the conclusion of a matter. If you have any questions concerning our records retention policies, please contact us.

10. **No guarantee of success.** It is impossible to provide any promise or guarantee about the outcome of your matters. Nothing in this Agreement or any statements by our staff or attorneys constitute a promise or guarantee. Any comments about the outcome of your matter are expressions of opinion only.

11. **ARBITRATION AND WAIVER OF JURY TRIAL. THIS PARAGRAPH EVIDENCES AN ADDITIONAL AGREEMENT TO ARBITRATE DISPUTES. ANY DISPUTE BETWEEN YOU AND US (INCLUDING, WITHOUT LIMITATION, ANY INDIVIDUAL ATTORNEY AT THE FIRM) SHALL BE SUBJECT TO BINDING ARBITRATION.**

THIS MEANS, AMONG OTHER THINGS, THAT ANY DISPUTE, INCLUDING, WITHOUT LIMITATION, IN CONTRACT OR TORT, BASED UPON, ARISING OUT OF OR RELATING TO THIS AGREEMENT OR TO THE RELATIONSHIP OF THE PARTIES, OUR ENGAGEMENT AND/OR OUR PERFORMANCE OR FAILURE TO PERFORM SERVICES (INCLUDING, WITHOUT LIMITATION, CLAIMS OF BREACH OF DUTY OR PROFESSIONAL NEGLIGENCE)

City of Dallas
June 12, 2009
Page 4

IS SUBJECT TO BINDING ARBITRATION. IN ADDITION, ALL QUESTIONS REGARDING THE ARBITRABILITY OF THE DISPUTE, INCLUDING WHETHER WE HAVE AGREED TO ARBITRATE THE DISPUTE, SHALL BE DECIDED BY SUCH ARBITRATION. THIS AGREEMENT TO ARBITRATE ALL DISPUTES BETWEEN US APPLIES EVEN IF SOME PERSON OR ENTITY CLAIMS THAT THIS AGREEMENT IS VOID, VOIDABLE OR UNENFORCEABLE FOR ANY REASON.

BY AGREEING TO ARBITRATE, ALL PARTIES ARE WAIVING THEIR RIGHT TO JURY TRIAL AND THEIR RIGHT TO CONDUCT DISCOVERY (EXCEPT AS THE ARBITRATOR MAY PERMIT).

Further, by agreeing to arbitrate, all parties are agreeing to pay an equal portion of the arbitrator's fees.

The arbitration shall be held in the County of Los Angeles, California, before a retired California superior or appellate court judge or federal court judge. You irrevocably and unconditionally consent to personal jurisdiction in California and venue in Los Angeles in any action, including, without limitation, petitions to compel arbitration and to enforce that arbitration award, concerning a dispute between the parties or relating to this agreement.

The arbitration, and all aspects thereof (arguments, testimony, evidence, the decision, etc.), shall be confidential, except when used in the course of a judicial proceeding (e.g., to confirm, vacate or modify the award) or regulatory proceeding, as may be requested by a governmental entity or as otherwise may be required by law.

Judgment on the arbitrator's award shall be final and binding, and may be entered in any competent court. By agreeing to arbitrate, all parties acknowledge that an appeal or challenge of an arbitrator's award may occur only under limited circumstances.

This agreement to arbitrate shall survive the termination of our representation or this agreement.

As provided under California Code of Civil Procedure section 1290.4, the parties further agree that notice and service of any petition to confirm an arbitration award issued pursuant to this clause shall be sufficient if served by regular mail.

12. **Miscellaneous.** This Agreement is governed by California law and is intended to be our entire agreement for rendering professional services. It can be amended or modified only in writing. This Agreement may be signed in one or more counterparts and delivered by facsimile or other electronic method. This Agreement binds each party signing it whether or not any other proposed signatory ever executes it. If any provision of this Agreement or the application thereof is held invalid or unenforceable, the invalidity or unenforceability shall not affect other provisions or applications of this Agreement which can be given effect without

City of Dallas
 June 12, 2009
 Page 5

such provisions or application, and to this end the provisions of this Agreement are declared to be severable. Except as expressly set forth in this Agreement, the failure by either party to assert any right or remedy under this Agreement or otherwise or to act in the event of any breach hereunder will not operate or be construed as a waiver of any rights or remedies such party may have under this Agreement or otherwise in connection with such right or breach or any past or future actions or failures to act arising out of or relating to this Agreement. **We are not advising you with respect to this Agreement because we would have a conflict of interest in doing so. If you wish advice, you should consult independent counsel of your choice.**

Please sign and return the enclosed acknowledgment copy of this Agreement (along with your check for our retainer) at your earliest convenience.

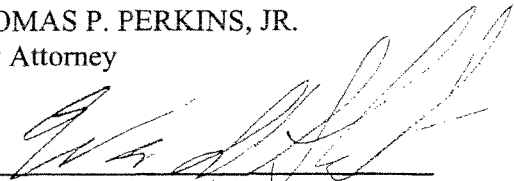
Very truly yours,


 JAMES R. BUTLER, JR., P.C. of
 Jeffer, Mangels, Butler & Marmaro LLP

JRB:kal

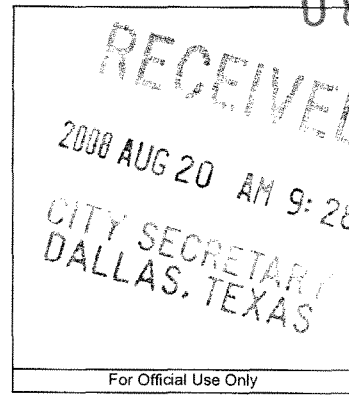
The undersigned has read and understood this Agreement. **The undersigned acknowledges that: (a) this Agreement is subject to binding arbitration as provided in the paragraph above entitled "ARBITRATION AND WAIVER OF JURY TRIAL"; and (b) under no circumstances does Jeffer, Mangels, Butler & Marmaro LLP accept representation of any person unless and until that person specifically is identified as a client of the Firm in an engagement letter signed both by that person and by the Firm.** The foregoing accurately sets forth all the terms of your engagement, and is approved and accepted as of the date of this letter.

APPROVED AS TO FORM:
 THOMAS P. PERKINS, JR.
 City Attorney

BY 
 Assistant City Attorney

CITY OF DALLAS
 MARY K. SUHM
 City Manager

BY 
 Assistant City Manager



DISCLOSURE OF CONFLICT STATEMENT

This statement is filed in accordance with Chapter 12A of the Dallas City Code. Copies of the applicable code sections and additional copies of this form may be obtained from the City Secretary's office.

Please print or type all information. Attach additional pages if more space is needed.

	Check One		Fill in Appropriate Information
<input type="checkbox"/>	Elected Official	Office Held	<i>DISTRICT 1 MAYOR PRO TEM</i>
<input type="checkbox"/>	Appointed Official	Board or Commission/ Title	
<input type="checkbox"/>	City Employee	Title/Department	

1. Name of Employee/Official: *DR. EUBA GARCIA*

I *DR. EUBA GARCIA* have a conflict as defined in Chapter 12A, Article II, of the Dallas City Code in the following matter:

Nature of Conflict:

Financial interest in City

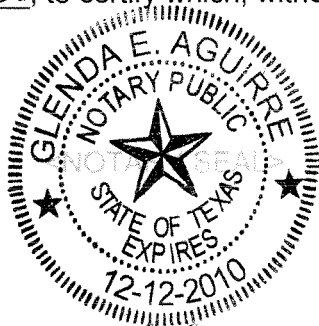
As a result of this conflict, I will not take any official action in regard to the matter stated above.

[Signature] 08/20/08
Signature of Employee/Official Date

BEFORE ME, the undersigned authority, on this day personally appeared

DR. CUBA GARCIA, who on oath stated that the above facts are within her personal knowledge and are true and correct.

SWORN TO AND SUBSCRIBED BEFORE ME on this 20th day of August, 2008, to certify which, witness my hand and seal.



Glenda E. Aguirre Glenda E. Aguirre Notary
Signature of officer administering oath Printed name of officer administering oath Title of officer administering oath

DATE OF COUNCIL MEETING: AUGUST AGENDA ITEM: #4 & #5

NAME: DR. ELBA GARCIA

**DALLAS CITY COUNCIL
AFFIDAVIT ON ABSTENTION FROM VOTING**

STATE OF TEXAS §
COUNTY OF DALLAS §

I, DR. ELBA GARCIA, a member of the City Council of the City of Dallas, Texas, file this affidavit in accordance with the provisions of Chapter 171 of the Texas Local Government Code, and hereby on oath state the following:

A. Business Entity Name of Entity: _____

I and/or person(s) related to me* have a substantial interest in a business entity that would be specially affected economically by the matter presently pending before the City Council. The nature and extent of the interest is:

 / Ownership of 10 percent or more of the voting stock or shares of the business entity or ownership of \$15,000 or more of the fair market value of the business entity.

 Funds received from the business entity exceed 10 percent of gross income for the previous twelve months.

B. Real Property

 I and/or person(s) related to me*, have an interest in real property that has a fair market value of \$2,500 or more, and it is reasonably foreseeable that the action presently pending before the City Council will have a special economic effect on the value of the property, distinguishable from the effect on the public.

**For purposes of this affidavit, "person(s)" refers to first degree by consanguinity (parent or child, natural or adoptive), or first degree by affinity (spouse, step child, mother-in-law, father-in-law, daughter-in-law, son-in-law). (In cases of divorce or death, if a child is living, the marriage is considered as continuing, even after divorce or death.)*

As a result of this interest, I will refrain from participating in discussion and voting on the item(s); and, I will leave the council chambers immediately before the discussion and vote on the item(s).

Dr. Elba Garcia 8/20/08
Signature of Council Member Date

BEFORE ME, the undersigned authority, on this day personally appeared Dr. Elba Garcia, who on oath stated that the above facts are within her personal knowledge and are true and correct.

SWORN TO AND SUBSCRIBED BEFORE ME on this 20th day of August 2008



Glenda E. Aguirre
NOTARY PUBLIC

MY COMMISSION EXPIRES: 12-12-2010

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CITY SECRETARY
DALLAS, TEXAS

For Official Use Only



CITY OF DALLAS

DISCLOSURE OF CONFLICT STATEMENT

This statement is filed in accordance with Chapter 12A of the Dallas City Code. Copies of the applicable code sections and additional copies of this form may be obtained from the City Secretary's office.

Please print or type all information. Attach additional pages if more space is needed.

Check One	Fill in Appropriate Information	
<input checked="" type="checkbox"/> Elected Official	Office Held	<i>Council member</i>
<input type="checkbox"/> Appointed Official	Board or Commission/ Title	
<input type="checkbox"/> City Employee	Title/Department	

1. Name of Employee/Official: *Mitchell Rasansky*

Mitchell Rasansky have a conflict as defined in Chapter 12A, Article II, of the Dallas City Code in the following matter: *Aug 20, 2008*
Cornal Building

Convention and Event Services (Continued)

5. Authorize (1) establishment of a local government corporation, the Dallas Convention Center Hotel Development Corporation (the "Corporation"), for the purpose of financing the Convention Center Headquarters Hotel (the "Hotel"), (2) approval of the Corporation's articles of incorporation and bylaws, (3) appointment of the Corporation's initial Board of Directors, and (4) the City Manager to file the Corporation's articles of incorporation with the Secretary of State - Financing: No cost consideration to the City

Nature of Conflict:

_____ Equity owner _____

As a result of this conflict, I will not take any official action in regard to the matter stated above.

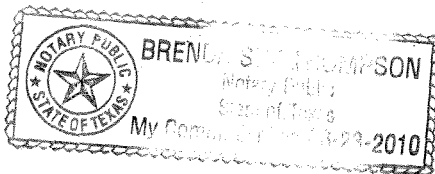
Signature of Employee/Official: [Handwritten Signature] Date: 8/27/08

BEFORE ME, the undersigned authority, on this day personally appeared

[Handwritten Signature], who on oath stated that the above facts are within his personal knowledge and are true and correct.

SWORN TO AND SUBSCRIBED BEFORE ME on this 26th day of August, 2008, to certify which, witness my hand and seal.

<NOTARY SEAL>



[Handwritten Signature] Brenda Thompson Notary
Signature of officer administering oath Printed name of officer administering oath Title of officer administering oath

DATE OF COUNCIL MEETING: ^{Briefing} Aug 20, 2008 AGENDA ITEM: #5
NAME: Mitchell Rasansky

DALLAS CITY COUNCIL
AFFIDAVIT ON ABSTENTION FROM VOTING

STATE OF TEXAS §
COUNTY OF DALLAS §

I, Mitchell Rasansky, a member of the City Council of the City of Dallas, Texas, file this affidavit in accordance with the provisions of Chapter 171 of the Texas Local Government Code, and hereby on oath state the following:

A. Business Entity Name of Entity: _____

I and/or person(s) related to me* have a substantial interest in a business entity that would be specially affected economically by the matter presently pending before the City Council. The nature and extent of the interest is:

_____ Ownership of 10 percent or more of the voting stock or shares of the business entity or ownership of \$15,000 or more of the fair market value of the business entity.

_____ Funds received from the business entity exceed 10 percent of gross income for the previous twelve months.

B. Real Property

I and/or person(s) related to me*, have an interest in real property that has a fair market value of \$2,500 or more, and it is reasonably foreseeable that the action presently pending before the City Council will have a special economic effect on the value of the property, distinguishable from the effect on the public.

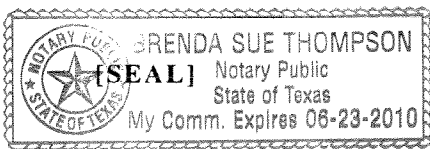
*For purposes of this affidavit, "person(s)" refers to first degree by consanguinity (parent or child, natural or adoptive), or first degree by affinity (spouse, step child, mother-in-law, father-in-law, daughter-in-law, son-in-law). (In cases of divorce or death, if a child is living, the marriage is considered as continuing, even after divorce or death.)

As a result of this interest, I will refrain from participating in discussion and voting on the item(s); and, I will leave the council chambers immediately before the discussion and vote on the item(s).

M. Rasansky Signature of Council Member
8/27/08 Date

BEFORE ME, the undersigned authority, on this day personally appeared Mitchell Rasansky who on oath stated that the above facts are within his personal knowledge and are true and correct.

SWORN TO AND SUBSCRIBED BEFORE ME on this 26th day of August, 2008



Brenda Thompson
NOTARY PUBLIC

MY COMMISSION EXPIRES: 6/23/10

AGENDA ITEM # 5

KEY FOCUS AREA: Economic Vibrancy
AGENDA DATE: August 20, 2008
COUNCIL DISTRICT(S): 2
DEPARTMENT: Convention and Event Services
CMO: A. C. Gonzalez, 671-8925
MAPSCO: N/A

SUBJECT

Authorize **(1)** establishment of a local government corporation, the Dallas Convention Center Hotel Development Corporation (the "Corporation"), for the purpose of financing the Convention Center Headquarters Hotel (the "Hotel"), **(2)** approval of the Corporation's articles of incorporation and bylaws, **(3)** appointment of the Corporation's initial Board of Directors, and **(4)** the City Manager to file the Corporation's articles of incorporation with the Secretary of State - Financing: No cost consideration to the City

BACKGROUND

The City issued an RFP for the selection of a Hotel Developer on March 7, 2008. Five developers responded to the RFP and were evaluated based on four criteria: financial capacity and participation, public participation and risk exposure, achievement of goals and objectives for convention center hotel project, and team composition. Matthews Southwest received the highest evaluation score and was selected as the City's primary developer on June 16, 2008. On this date, the City entered a 60-day negotiation period with Matthews Southwest to create a Memorandum of Understanding.

Creation of a Local Government Corporation

Under Chapter 431 of the Texas Transportation Code (the "Act"), the City may authorize the creation of a local government corporation for the purpose of aiding, assisting, and acting on behalf of the City in the performance of its governmental functions, including promoting the development of the geographic area of the City included or in the vicinity of the Dallas Convention Center in furtherance of the promotion, development, encouragement, and maintenance of employment, commerce, convention and meeting activity, tourism, and economic development in the City.

BACKGROUND (Continued)

In order to finance the Convention Center Headquarters Hotel (the "Hotel"), the City Council is asked to authorize creation of a local government corporation, the Dallas Convention Center Hotel Development Corporation (the "Corporation), to: (1) finance the Hotel, (2) expedite construction of the Hotel Project to the extent possible, (3) realize savings in construction costs, and (4) accomplish other activities, as permitted by the Act, in furtherance of the Hotel.

Powers of the Corporation

In the exercise of its powers, and subject to City Council authorization, the Corporation may enter into loan, lease, trust, or other agreements; may sell and deliver bonds, notes, and other forms of debt instruments; and may acquire land, as authorized by the Act and as is necessary and appropriate to the fulfillment of the public purpose of the Corporation, in furtherance of the Hotel. It is anticipated that the Corporation will enter into an agreement or agreements with the Hotel developer and will issue bonds to finance the Hotel. Any acts of the Corporation shall be subject to the approval of the City Council.

The Corporation's Board

The Corporation's Board of Directors shall consist of three persons appointed by the City Council, upon recommendation of the City Manager. To be eligible to serve as a Director, a person must be a resident and qualified elector of the City. All Directors with voting rights must also be employees of the City. The initial Directors are (Ryan Evans, Frank Poe, and Shelia Robinson).

All initial Directors shall serve for a six year term expiring on September 30, 2014. Subsequent Board members shall serve for two (2) year terms and shall be eligible for reappointment; provided however that no Board member may serve for more than six (6) years consecutively, unless such service is required to complete an unexpired term.

PRIOR ACTION/REVIEW (COUNCIL, BOARDS, COMMISSIONS)

Scheduled to be briefed to the Economic Development Committee on August 15, 2008.

FISCAL INFORMATION

No cost consideration to the City.