

To: Members
Dunwoody City Council

From: J. Jay Vinicki
Assistant City Manager

Re: Revision of Contract with Discover Dunwoody

Date: December 1, 2025

Action

Authorize the Mayor, City Manager, or designee to execute all documents necessary and proper to revise the existing Agreement with Discover Dunwoody (CVB), effective January 1, 2026.

Summary

The existing Agreement between the City of Dunwoody and its Official Destination Marketing Organization (DMO): the Convention and Visitors Bureau of Dunwoody DBA Discover Dunwoody was in need of revision. Staff from both Discover Dunwoody and the City worked on the revision. The major changes are as follows:

- Change references to the “doing business as” name of the CVB.
- Correct all hotel/motel tax distribution to reflect current law. The law was changed, but the agreement had never been amended to reflect the change.
- Adjusted the number of times the CVB is to meet with the City Council to twice a year and on request.
- Clarifies that the CVB is an autonomous Board.
- Adjusts that the annual CVB budget must be approved by the CVB Board and presented to the City Council before the end of each year.
- Changes the financial reporting requirement to fit the actual way in which the tax is paid and allocated. The previous version was done as if it was needed on a cash basis, which does not reflect the modified accrual system used in the City’s financial statements.



TO: Members
Dunwoody City Council

FROM: Ray Ezelle, Discover Dunwoody

RE: Revised Agreement Between the City of Dunwoody and Convention and Visitors Bureau of Dunwoody (Discover Dunwoody)

DATE: November 10, 2025

ACTION

Authorize the Mayor, City Manager, or designee to execute the Revised Agreement between the City of Dunwoody and the Convention and Visitors Bureau of Dunwoody, Inc. (DBA Discover Dunwoody) effective January 1, 2026, designating Discover Dunwoody as the Official Destination Market Organization (DMO) for the City of Dunwoody and authorizing the allocation and expenditure of Hotel-Motel Tax (HMT) funds for tourism, convention, and trade show promotion activities.

Staff recommendation is for approval of the revised agreement as outlined below.

SUMMARY

The City of Dunwoody has maintained a partnership with the Convention and Visitors Bureau of Dunwoody, Inc. (operating as Discover Dunwoody) to serve as the Official Destination Market Organization (DMO) for the City. This revised agreement, effective January 1, 2026, updates and clarifies the terms and conditions governing the relationship between the City and Discover Dunwoody, including funding allocation, reporting requirements, and operational expectations. Key points include:

- Discover Dunwoody is designated as the Official DMO and authorized to expend Hotel-Motel Tax (HMT) funds collected by the City pursuant to O.C.G.A. § 48-13-50, et seq., for purposes of promoting tourism, conventions, and trade shows in the City.
- The City collects 8% of applicable hotel/motel gross revenue pursuant to state law. Discover Dunwoody is authorized to receive 43.75% of the HMT Revenue (3.5%), which is restricted for use in Tourism Convention and Tradeshow (TCT) activities. Additionally, the City allocates 18.75% of HMT Revenue (1.5%) for Tourism Product Development (TPD), with remaining amounts available for Tourism Convention and Tradeshow activities. The remaining 37.5% of HMT Revenue (3%) is designated for Non-Restricted General Fund purposes.

Ray Ezelle, Executive Director
678-244-9801 | Ray@DiscoverDunwoody.com
DiscoverDunwoody.com
301 Perimeter Center North, Suite 200,
Dunwoody, GA 30346

Packet page:...



- Discover Dunwoody's authorized activities include coordinated advertising and promotion campaigns; maintaining exhibit booths at conventions, trade shows, and consumer shows; producing and distributing visitor literature; soliciting convention and meeting organizations; providing tourism and event planning services; and coordinating with City departments, hotels, restaurants, and entertainment facilities.
- Financial accountability and transparency are emphasized through comprehensive reporting requirements: annual budgets subject to City Council approval no later than 60 days prior to fiscal year commencement; monthly budget reports due by the 5th of each month detailing funds, expenditures, and project status; quarterly reports with presentations before the Mayor and City Council; and monthly financial information including Statements of Assets and Liabilities, Revenue and Expenses, and transaction ledgers.
- Books and records relating to HMT funds shall be maintained using generally accepted accounting principles and retained for three (3) years after termination of activities, or longer if litigation, claims, audits, or negotiations are ongoing. Records for non-expendable property acquired with funds shall be retained for five (5) years after final payment, in accordance with State of Georgia law and City retention schedules.
- The City Finance Department shall provide monthly statements to Discover Dunwoody showing HMT fund allocations and deposit funds into their corporate banking account no later than five (5) business days after the City receives its monthly assessed revenue.
- Discover Dunwoody shall submit a comprehensive annual audit report to the City within ninety (90) calendar days of the end of the fiscal year, with the City Finance Director having the right to request a copy upon completion.
- The agreement provides for project-specific addenda or statements of work to clarify scope, budget, timeline, involved parties, and benchmarks for special activities or projects authorized by City Council, though such addenda are not required to pay funds to Discover Dunwoody pursuant to state law and this agreement.
- Discover Dunwoody is required to coordinate services with other convention and tourism promotion service providers contracted by the City to avoid duplication and ensure maximum benefit from City tourism promotion expenditures.
- Discover Dunwoody shall operate as an autonomous Board and Non-Profit organization pursuant to Section 501(c)(6) of the Internal Revenue Code and shall provide public access to all board and committee meetings in accordance with the Georgia Open Meeting Law, issue required meeting notices as if a governmental entity subject to that law and comply with the Georgia Open Records Act.
- Discover Dunwoody shall appear on request before the Mayor and City Council to discuss operations and finances and shall meet with the Mayor and Council at least twice each year to discuss operations and finances.
- The agreement may be terminated by the City at any time, for any reason, upon sixty (60) days' written notice of intent to terminate, provided that the City takes due consideration of any obligations made to third parties pursuant to any project.
- Discover Dunwoody affirms its obligation to expend funds solely and exclusively in compliance with this agreement and in full compliance with City ordinances and state laws, and agrees to defend, indemnify, and hold harmless the City from all claims arising from its failure to spend funds in compliance with these requirements.
- This revised agreement represents a continuation and clarification of the City's longstanding relationship with Discover Dunwoody to promote tourism and conventions as authorized under state law, with enhanced emphasis on financial accountability, reporting transparency, and operational coordination.

Ray Ezelle, Executive Director
 678-244-9801 | Ray@DiscoverDunwoody.com
 DiscoverDunwoody.com
 301 Perimeter Center North, Suite 200,
 Dunwoody, GA 30346

Changes in the Dunwoody-Discover Dunwoody Agreement

This presentation will highlight the key changes in the Memorandum of Understanding between the City of Dunwoody and Discover Dunwoody, the official Destination Market Organization for the city.

Packet page:...



Overview of the Agreement



Designates Discover Dunwoody as the
Official Destination Market Organization

The agreement officially recognizes Discover
Dunwoody as the primary organization responsible
for promoting Dunwoody as a tourism and
convention destination.



Effective January 1, 2026

The agreement is set to take effect at the start of
the new year, 2026.

The agreement solidifies the partnership between the City of Dunwoody and Discover Dunwoody, establishing the latter as the city's official Destination Market Organization.

Packet page...

Summary

Original Agreement: 2009

Hotel Motel Tax has increased
from 5% to the current 8%

HMT - Use of 8% Funds

3.0% of HMT to General Fund
1.5% of HMT to TPD
3.5% of HMT to TCT

Clarifications

CVB Board Approves Budget
Present to the City Council
Meet with Council Members
2/year

Financial Reporting

Updated Reporting and Record
Keeping



Hotel-Motel Tax Funds

Allocation	Percentage of 8% HMT
Non-Restricted Proceeds to City of Dunwoody General Funds	37.5%
Tourism Product Development for City of Dunwoody to Manage	18.75%
Tourism Convention and Tradeshow to Discover Dunwoody	43.75%

Responsibilities of Discover Dunwoody

- **Promote the lease of facilities in the city**

Discover Dunwoody is responsible for promoting the lease of facilities located within the City of Dunwoody.

- **Conduct coordinated advertising, publicity, and promotion campaigns**

Discover Dunwoody must conduct coordinated advertising, publicity, and promotion campaigns to attract visitors, conventions, meetings, and events to the city.

- **Maintain exhibit booths**

Discover Dunwoody is required to maintain exhibit booths to attract visitors, conventions, meetings, and events to the city.

- **Print and distribute visitor literature**

Discover Dunwoody must print and distribute visitor literature to Georgia Welcome Centers and visitor information centers.

- **Participate in tourism agencies and convention associations**

Discover Dunwoody is expected to participate in tourism agencies and convention associations to promote the City of Dunwoody.

- **Solicit convention and meeting organizations**

Discover Dunwoody must solicit convention and meeting organizations to use facilities in the City of Dunwoody.

- **Provide tourism and event planning services**

Discover Dunwoody is responsible for providing tourism and event planning services to associations, organizations, or groups holding meetings in the city.

- **Prepare and distribute materials on local hotels and motels**

Discover Dunwoody must prepare and distribute materials on hotels and motels located in the City of Dunwoody.

- **Coordinate with city departments and local businesses**

Discover Dunwoody is required to coordinate with city departments, local hotels, restaurants, and entertainment facilities.

- **Strive to provide a coordinated and productive visit**

Discover Dunwoody must strive to provide a coordinated and productive visit for visiting groups and organizations.

- **Appear before the Mayor and City Council**

Discover Dunwoody must appear before the Mayor and City Council to discuss operations and finances.

Reporting and Oversight



Monthly Budget Reports

Discover Dunwoody must submit a monthly budget report by the 5th of each month, providing information on the amount of Funds in its possession, the amount of Funds expended, and the status of any projects for which Funds were expended in the previous month.



Quarterly Budget Reports

Discover Dunwoody must submit a quarterly budget report, providing similar information to the monthly reports, for the preceding quarter. Discover Dunwoody must also appear before the Mayor and City Council to discuss its operations and finances as reported in these quarterly budget reports.



Annual Audit

Discover Dunwoody must have a comprehensive annual audit performed, and a copy of the audit report must be submitted to the City within 90 calendar days of the end of the fiscal year. The City's finance director may request a copy of the audit upon its completion.



Oversight by the City

The City has the right to audit Discover Dunwoody's books and records relating to the Funds at any time. The City may terminate the agreement at any time, for any

The updated Dunwoody-Discover Dunwoody Agreement strengthens the partnership and accountability measures between the City and the Destination Market Organization. By clearly defining roles, responsibilities, and financial oversight, the agreement ensures the effective use of hotel-motel tax funds for promoting Dunwoody as a premier tourism and convention destination.

AGREEMENT

THIS AGREEMENT, the ("Agreement") is entered into by and between the City of Dunwoody, a Georgia municipality, (the "City") and the Convention and Visitors Bureau of Dunwoody, Inc. (DBA Discover Dunwoody) a Georgia non-profit corporation, (the "CVBD"), effective as of ~~September 2, 2009~~January 1, 2026 (the "Effective Date"). Discover Dunwoody is designated as the Official Destination Market Organization (DMO) for the City of Dunwoody.

WITNESSETH:

WHEREAS, pursuant to O.C.G.A. § 48-13-50, et seq., (the "Act") the City may collect taxes and make a portion of such funds available for the purposes of, inter alia, promoting, attracting, stimulating, and developing conventions and tourism in the City; and

WHEREAS, the City has and will continue to receive funds pursuant to the Act (the "Funds") and has chosen to collect ~~58~~% of applicable hotel/motel gross revenue pursuant to the Act; and

~~WHEREAS, the Act requires that the amounts collected above 3% (being the remaining 2%) are to be expended in promoting, attracting, stimulating and developing conventions and tourism in the City Q1 hereinafter "Funds"); and~~

WHEREAS the Act mandates that 37.5% of the Hotel-Motel Tax (HMT) Revenue (3%) categorized as Non-Restricted Proceeds, which can be utilized for any legal general fund purpose within the City; and

WHEREAS 18.75% of the HMT Revenue (1.5%) is designated as restricted funds, which must be allocated for Tourism Product Development (TPD). Any remaining amounts, if applicable, may be used for Tourism Convention and Tradeshow (TCT); and

WHEREAS the CVBD is to receive 43.75% of the HMT Revenue (3.5%), which is restricted for use in Tourism Convention and Tradeshow (TCT) activities; and

WHEREAS, said Act further provides that Funds so expended shall be expended only through a contract or contracts with the state, a department of state government, a state authority, or a private sector nonprofit organization, or a combination of such entities, except for certain qualifications; and

WHEREAS, CVBD qualifies as a private section nonprofit organization under the terms of the Act, as it is a recognized IRC 501(c)(6) and Georgia non-profit organization, and is desirous of contracting with the City with regard to expenditure of the Funds; and

WHEREAS, the City desires to promote tourism, conventions and trade shows, and is willing to provide ~~2%~~3.5% of Tourism Convention and Tradeshow Funds pursuant to the Act to CVBD toward that end;

NOW, THEREFORE, in consideration of the mutual benefits flowing to each party hereunder, the parties do agree:

1. APPOINTMENT OF CVBD.

1.1 The City selects CVBD as an entity through which funds provided by the City, shall be expended for the purpose of promoting tourism, conventions and trade (TCT) shows and for other authorized activities, subject to the terms and conditions outlined herein. These activities shall include, but are not limited to:

- a) To promote the lease of facilities in the City on dates available;
- b) To conduct coordinated advertising, publicity and promotion campaigns emphasizing the attractions offered in the City for meetings, groups and visitors;
- c) To maintain exhibit booths for the purpose of attracting visitors, conventions, meetings, exhibits, selected trade, sport and consumer shows, and other events in the City;
- d) To cause to be printed and distributed in adequate quantities visitor literature of appropriate quality and material to Georgia Welcome Centers, as well as visitor information centers located in places of public accommodations;
- e) To participate in appropriate tourism agencies and convention associations such as the Georgia Department of Economic Development, The Georgia Society of Association Executives, in order to assure that favorable publicity about the City be continued and expanded;
- f) To solicit convention and meeting organizations to use appropriate facilities located in the City;
- g) To provide tourism and event planning services to associations, organizations or groups convening or holding meetings in the City;
- h) To prepare, publish and update during the term of this agreement and any renewals thereof, materials providing specific information on hotels and motels located in the City, and to distribute said materials to association executives and planners of meetings;
- i) To coordinate with the appropriate City departments, local hotels, restaurants and entertainment facilities;
- j) To strive to provide an environment in which a visiting group or organization enjoys a coordinated and productive visit to the City;
- k) To prepare, publish and update during the term of this agreement and any renewals thereof, materials providing specific information on hotels and motels located in the City, and to distribute said materials to association executives and planners of meetings;
- l) To ~~appear both quarterly and on request before the Mayor and City Council at a public meeting to discuss the CVBS's operations and finances; meet with Mayor and Council at least twice each year and on request to discuss operations and finances.~~
- m) To coordinate the services provided by the CVBD with services provided by other convention and tourism promotion services providers contracted by the City

- so that the CVBD shall not duplicate services performed by other providers and the City shall receive the maximum benefit from the convention and tourism promotion money that it spends;
- n) To perform all other obligations provided elsewhere in this Agreement.

1.2 CVBD does accept the appointment by the City subject to the terms and conditions outlined herein.

1.3 The City shall appoint in writing a Dunwoody authorized representative with respect to work to be performed under this Agreement until the City gives written notice of the appointment of a successor. The City authorized representative shall have complete authority to transmit instructions, receive information, and define Dunwoody policies. CVBD may rely upon written consents and approvals signed by the City authorized representative.

1.4 Pursuant to Resolution 2009-07-42, the Convention & Visitors Bureau for the City of Dunwoody shall serve as an autonomous Board and Non-Profit organization pursuant to Section 501(c) (6) of the Internal Revenue Code which may expend Hotel Motel Tax Funds as limited by state law and an Agreement between the City and the Board and other available resources.

2. USE OF FUNDS.

All Funds paid to CVBD hereunder shall only be expended for the purposes of promoting tourism, conventions and trade (TCT) shows and any other activities expressly authorized by the City Council of the City of Dunwoody and pursuant to the requirements of the Act.

3. ADDENDA; STATEMENTS OF WORK.

3.1 In addition to the expenditures made by the CVBD pursuant to this Agreement and the Act, the City may propose specific activities or projects (each a "Project") for the use of Funds pursuant to the Act and the term of this Agreement. However, prior to the Funds being expended for said Project, the parties shall execute agenda or statements of work, which may set forth, inter alia, a description of the Project, a budget for the Project, a timeline for the Project, any other parties or entities involved in the Project, benchmarks for the Project and the like. The purpose of each such addenda or statement of work is to clarify the scope and nature of each Project; however, no such addenda or statement of work shall be required to pay Funds to CVBD pursuant to the Act and this Agreement, or for the CVBD to expend Funds pursuant to the Act and this Agreement.

4. ANNUAL BUDGET

4.1 The CVBD annual budget is subject to review ~~and approval by the City Mayor and Council.~~ The City shall provide information as requested on the full ~~2%~~ Funds collected pursuant to the Act to the CVBD.

4.2 ~~The annual budget must be approved by City Council no later than sixty (60) days prior to the commencement of the fiscal year, which begins on January 1 and runs through December 31. During the initial term of this Agreement, the fiscal year shall be abbreviated, beginning on the Effective Date and ending on December 31; as such the annual budget must be approved by the City Council no later than 14 days prior to the Effective Date by the CVBD Board of Directors prior to the commencement of the fiscal year of the CVBD and presented to the Mayor and Council before the start of the fiscal year.~~

5. BUDGET REPORTS.

5.1 ~~As of the fifth (5th) day of each month during the term of this Agreement, CVBD shall submit a monthly budget report to the City, which shall provide, inter alia, the amount of Funds in its possession, the amount of Funds expended and the status of any and all Projects for which Funds were expended in the immediately preceding month. Any refunds due shall be retained from the following month.~~

5.2 ~~In addition to the monthly budget reports, referenced in section 5.1, the CVBD shall submit a quarterly budget report to the City, which shall provide, inter alia, the amount of Funds in its possession, the amount of Funds expended and the status of any and all Projects for which Funds were expended in the preceding quarter. The CVBD shall appear before the Mayor and City Council to discuss the CVBD's operations and finances as reported in these quarterly budget reports.~~

5.1 The City, through its finance director, and the CVBD, through its Executive Director and Accounting Representative, will develop a protocol for the CVBD to transmit financial information, at minimum, monthly to the City. Those individuals may adjust this protocol on a mutual basis, based upon factors such as month-end close procedures for each entity. The information transmitted shall include, at minimum, the following:

5.1.1 Statement of Assets and Liabilities.

5.1.2 Statement of Revenue and Expenses with Change in Fund Balance.

5.1.3 Ledger showing individual transaction through the reporting period.

5.1.4 All items above must be done on, at minimum, a monthly basis.

6. ~~MONTHLY STATEMENT OF FUNDS.~~

~~The City of Dunwoody Finance Department shall provide the Convention and Visitors Bureau of Dunwoody, Inc., a monthly statement showing the allocation of funds pursuant to this agreement and shall allocate those funds to the CVBD by depositing said funds into its corporate banking account. This monthly statement and allocation shall be provided to the CVBD no later than five (5) business days after the receipt by the City of its monthly assessed revenue pursuant to the Act and City Ordinances.~~

76. BOOKS AND RECORDS.

6.1 CVBD's books and records relating to the Funds shall be kept in a manner, using

general accepted accounting principles and methods, which will enable it to make such reports and accounting as may be required *by the City*, or as may be required *by the Act*.

~~-6.2~~ The CVBD shall retain all records pertinent to expenditures incurred under this Agreement ~~for a period of three (3) years after the termination of all activities funded under this Agreement. Records for non-expendable property acquired with funds under this Agreement shall be retained for five (5) years after the CVBD has received final payment in~~ agreement with the laws of the State of Georgia and the retention schedule of the City of Dunwoody. Notwithstanding the above, if there are litigation, claims, audits, negotiations or other actions that involve any of the records cited, and that have arisen or begun before the expiration ~~of the three-year period of State law or city retention schedule~~, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the three-year period, whichever is later.

~~87.~~ TERMINATION OF PROJECTS.

Any Project begun by CVBD using any Funds shall be terminated at any time upon the decision of the City Council that the continuation is not in the best interest of the City, or that it fails to qualify under the Act as any allowable activity on which the Funds may be expended, provided that the *City* shall take due consideration of any obligations made to third parties pursuant to the Project.

~~98.~~ ADDENDA; MODIFICATION

This Agreement may be amended by addendum approved by the City and CVBD bearing the effective date and executed by properly authorized representative of each party. Such addenda shall become a part of this Agreement and attached hereto.

~~109.~~ TERM; TERMINATION

~~10.19.1~~ The initial term of this agreement shall begin on the Effective Date and end on December 31, coinciding with the Fiscal Year. This Agreement shall automatically renew each year on the first day of the Fiscal Year, unless terminated sooner pursuant to ~~Section 10.2 the agreement.~~

~~10.29.2~~ This Agreement and any addendum hereto may be terminated by the City at any time, ~~for any reason~~, upon sixty (60) days' written notice of intent to terminate; provided, however, that the City shall take due consideration of any obligations made to third parties pursuant to any Project.

~~110.~~ AUDIT

~~110.1~~ The CVBD's books and records relating to the Funds shall be subject to audit and examination by the City at any time and at the request of the City.

~~110.2~~ The CVBD shall have a comprehensive audit performed annually. ~~A copy of this~~

~~audit report shall be submitted to the City within ninety (90) calendar days of the end of the fiscal year. the city's finance director may request a copy of that audit upon its completion.~~

~~12.11.~~ AFFIRMATION AND INDEMNIFICATION.

~~12.11.1~~ By executing this Agreement, the CVBD hereby affirms that it will use the funds received solely and exclusively in compliance with this Agreement and will further expend such funds in full compliance with City ordinances and state laws. CVBD agrees to defend, indemnify and hold harmless the City, along with its officers, agents, and employees, from and against all claims that arise from ~~it~~the CVBD's failure or alleged failure to spend funds in compliance with this paragraph, and shall defend the City from and against all claims that arise therefrom, including the reasonable attorneys' fees and court costs of City. Furthermore, if the CVBD fails to spend the funds in the manner contemplated in this Agreement, or fails to meet the timeliness requirements hereof, the CVBD agrees this shall constitute breach hereof and all such funds shall be returned to City immediately.

~~12.11.2~~ The CVBD further agrees to protect, defend, and hold harmless the City of Dunwoody, its officers, agents, and employees from and against any and all claims or liability for compensation under the Workers' Compensation Act arising out of injuries sustained by any employees of the CVBD.

~~11.3~~ The CVBD further agrees to protect, defend, and hold harmless the City, along with its officers, agents, and employees from and against any and all claims or liability resulting from CVBD's breach or alleged breach of this Agreement or any negligence or intentional misconduct of CVBD.

~~13.12.~~ NOTICES.

All notices, requests, demands or other communications required or permitted to be given hereunder shall be in writing and shall be addressed and delivered to each party at the addresses set forth below. Any such notice, request, demand or other communication shall be considered given or delivered, as the case may be, on the date of receipt. Rejection or other refusal to accept or inability to deliver because of changed address of which proper notice was not given shall be deemed to be receipt of the notice, request, demand or other communication. By giving prior written notice thereof, any party may from time to time and at any time change its address for notices hereunder. Legal counsel for the respective parties may send to the other party any notices, requests, demands or other communications required or permitted to be given hereunder by such party.

City of Dunwoody: 4800 Ashford Dunwoody Road, Dunwoody, Georgia 30338,
Attention City Manager.

CVBD: 301 Perimeter Center North, Suite 200, Dunwoody, Georgia 30346,
Attention: Executive Director

1413. ASSIGNMENT

The parties hereto may not assign, sublet or transfer their interest in and responsibilities under this Agreement without prior written approval of all parties hereto.

1514. GOVERNING LAW; VENUE.

It is the intention of the parties that the laws of Georgia shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights or duties of the parties. Any action to resolve a dispute under this Agreement shall be in the state courts of DeKalb County ~~or, at the request of either party, through binding arbitration pursuant to the rules of the American Arbitration Association, conducted in DeKalb County, Georgia.~~

1615. MISCELLANEOUS PROVISIONS.

1615.1 In the event any provision or portion of this Agreement is held by any court of competent jurisdiction to be invalid or unenforceable, such holdings shall not affect the remainder hereof and the remaining provisions shall continue in full force and effect to the same extent as would have been the case had such invalid or unenforceable provision or portion had never been a part hereof.

1615.2 On and after the date of this Agreement, both parties shall, at the request of the other; make, execute and deliver or obtain and deliver all instruments and documents and shall do or cause to be done all such other things which either party may reasonably require to effectuate the provisions and intentions of this Agreement.

1615.3 Time is and shall be of the essence under this Agreement.

1615.4 This Agreement supersedes all prior discussions and agreements between the parties and contains the sole and entire understanding between the parties with respect to transactions contemplated by this Agreement. All promises, inducements, offers, solicitations, agreements, representations and warranties heretofore made between the parties, if any, are superseded by this Agreement. This Agreement shall not be modified or amended except by written instrument executed by or on behalf of the parties in the same manner in which this Agreement is executed. No course of action or waiver of rights hereunder shall constitute a waiver of such right or action.

1615.5 Except as expressly limited by the terms of this Agreement, all rights, powers and privileges conferred hereunder shall be cumulative and not restrictive of those provided at law or in equity. No failure of any party to exercise any power given under this Agreement or to insist upon strict compliance with any obligation specified in this Agreement, and no custom or practice at variance with the terms of this Agreement, shall constitute a waiver of any party's right to demand exact compliance with the terms of this Agreement.

~~16~~15.6 This Agreement shall be construed without regard to the identity of the person who drafted the various provisions hereof. Each provision of this Agreement shall be construed as though all the parties participated equally in its drafting. Consequently, the parties acknowledge and agree that any rule of construction that a document is to be construed against the drafting party shall not be applicable to this Agreement.

~~16~~15.7 The CVBD shall perform the services under this Agreement as an independent nonprofit entity, and nothing contained herein shall be construed as inconsistent with such relationship of status. Nothing in this Agreement shall be interpreted or construed to constitute CVBD to be an agent, employee, or representative of the City.

~~16~~15.8 The CVBD shall work in cooperation with and in coordination with appropriate tourism agencies and convention associations such as the Georgia Department of Economic Development (Explore Georgia), the Georgia Society of Association Executives, other meeting planner's organizations, the DeKalb Convention and Visitors Bureau, other metropolitan DMO's and the Georgia Welcome Centers.

16.9 The CVBD shall provide public access to all CVBD board and committee meetings in accordance with the Georgia Open Meeting Law and shall issue notices of meetings required by the Open Meetings Law as if the CVBD were a governmental entity subject to the Georgia Open Meetings Law. The CVBD shall comply with the Georgia Open Records Act.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed this ____ day of _____ 2025.

City of Dunwoody, Georgia

Discover Dunwoody

Signed:

Signed:

Notary:

Notary:

AGREEMENT

THIS AGREEMENT, the ("Agreement") is entered into by and between the City of Dunwoody, a Georgia municipality, (the "City") and the Convention and Visitors Bureau of Dunwoody, Inc. (DBA Discover Dunwoody) a Georgia non-profit corporation, (the "CVBD"), effective as of January 1, 2026 (the "Effective Date"). Discover Dunwoody is designated as the Official Destination Market Organization (DMO) for the City of Dunwoody.

WITNESSETH:

WHEREAS, pursuant to O.C.G.A. § 48-13-50, et seq., (the "Act") the City may collect taxes and make a portion of such funds available for the purposes of, inter alia, promoting, attracting, stimulating, and developing conventions and tourism in the City; and

WHEREAS, the City has and will continue to receive funds pursuant to the Act (the "Funds") and has chosen to collect 8% of applicable hotel/motel gross revenue pursuant to the Act; and

WHEREAS the Act mandates that 37.5% of the Hotel-Motel Tax (HMT) Revenue (3%) categorized as Non-Restricted Proceeds, which can be utilized for any legal general fund purpose within the City; and

WHEREAS 18.75% of the HMT Revenue (1.5%) is designated as restricted funds, which must be allocated for Tourism Product Development (TPD). Any remaining amounts, if applicable, may be used for Tourism Convention and Tradeshow (TCT); and

WHEREAS the CVBD is to receive 43.75% of the HMT Revenue (3.5%), which is restricted for use in Tourism Convention and Tradeshow (TCT) activities; and

WHEREAS, said Act further provides that Funds so expended shall be expended only through a contract or contracts with the state, a department of state government, a state authority, or a private sector nonprofit organization, or a combination of such entities, except for certain qualifications; and

WHEREAS, CVBD qualifies as a private section nonprofit organization under the terms of the Act, as it is a recognized IRC 501(c)(6) and Georgia non-profit organization, and is desirous of contracting with the City with regard to expenditure of the Funds; and

WHEREAS, the City desires to promote tourism, conventions and trade shows, and is willing to provide 3.5% of Tourism Convention and Tradeshow Funds pursuant to the Act to CVBD toward that end;

NOW, THEREFORE, in consideration of the mutual benefits flowing to each party hereunder, the parties do agree:

1. APPOINTMENT OF CVBD.

1.1 The City selects CVBD as an entity through which funds provided by the City, shall be expended for the purpose of promoting tourism, conventions and trade (TCT) shows and for other authorized activities, subject to the terms and conditions outlined herein. These activities shall include, but are not limited to:

- a) To promote the lease of facilities in the City on dates available;
- b) To conduct coordinated advertising, publicity and promotion campaigns emphasizing the attractions offered in the City for meetings, groups and visitors;
- c) To maintain exhibit booths for the purpose of attracting visitors, conventions, meetings, exhibits, selected trade, sport and consumer shows, and other events in the City;
- d) To cause to be printed and distributed in adequate quantities visitor literature of appropriate quality and material to Georgia Welcome Centers, as well as visitor information centers located in places of public accommodations;
- e) To participate in appropriate tourism agencies and convention associations such as the Georgia Department of Economic Development, The Georgia Society of Association Executives, in order to assure that favorable publicity about the City be continued and expanded;
- f) To solicit convention and meeting organizations to use appropriate facilities located in the City;
- g) To provide tourism and event planning services to associations, organizations or groups convening or holding meetings in the City;
- h) To prepare, publish and update during the term of this agreement and any renewals thereof, materials providing specific information on hotels and motels located in the City, and to distribute said materials to association executives and planners of meetings;
- i) To coordinate with the appropriate City departments, local hotels, restaurants and entertainment facilities;
- j) To strive to provide an environment in which a visiting group or organization enjoys a coordinated and productive visit to the City;
- k) To prepare, publish and update during the term of this agreement and any renewals thereof, materials providing specific information on hotels and motels located in the City, and to distribute said materials to association executives and planners of meetings;
- l) To meet with Mayor and Council at least twice each year and on request to discuss operations and finances.
- m) To coordinate the services provided by the CVBD with services provided by other convention and tourism promotion services providers contracted by the City so that the CVBD shall not duplicate services performed by other providers and the City shall receive the maximum benefit from the convention and tourism promotion money that it spends;
- n) To perform all other obligations provided elsewhere in this Agreement.

1.2 CVBD does accept the appointment by the City subject to the terms and

conditions outlined herein.

1.3 The City shall appoint in writing a Dunwoody authorized representative with respect to work to be performed under this Agreement until the City gives written notice of the appointment of a successor. The City authorized representative shall have complete authority to transmit instructions, receive information, and define Dunwoody policies. CVBD may rely upon written consents and approvals signed by the City authorized representative.

1.4 Pursuant to Resolution 2009-07-42, the Convention & Visitors Bureau for the City of Dunwoody shall serve as an autonomous Board and Non-Profit organization pursuant to Section 501(c) (6) of the Internal Revenue Code which may expend Hotel Motel Tax Funds as limited by state law and an Agreement between the City and the Board and other available resources.

2. USE OF FUNDS.

All Funds paid to CVBD hereunder shall only be expended for the purposes of promoting tourism, conventions and trade (TCT) shows and any other activities expressly authorized by the City Council of the City of Dunwoody and pursuant to the requirements of the Act.

3. ADDENDA; STATEMENTS OF WORK.

3.1 In addition to the expenditures made by the CVBD pursuant to this Agreement and the Act, the City may propose specific activities or projects (each a "Project") for the use of Funds pursuant to the Act and the term of this Agreement. However, prior to the Funds being expended for said Project, the parties shall execute agenda or statements of work, which may set forth, inter alia, a description of the Project, a budget for the Project, a timeline for the Project, any other parties or entities involved in the Project, benchmarks for the Project and the like. The purpose of each such addenda or statement of work is to clarify the scope and nature of each Project; however, no such addenda or statement of work shall be required to pay Funds to CVBD pursuant to the Act and this Agreement, or for the CVBD to expend Funds pursuant to the Act and this Agreement.

4. ANNUAL BUDGET

4.1 The CVBD annual budget is subject to review by Mayor and Council. The City shall provide information as requested on the fullfunds collected pursuant to the Act to the CVBD.

4.2 The annual budget must be approved by the CVBD Board of Directors prior to the commencement of the fiscal year of the CVBD and presented to the Mayor and Council before the start of the fiscal year.

5. BUDGET REPORTS.

5.1 The City, through its finance director, and the CVBD, through its Executive Director and Accounting Representative, will develop a protocol for the CVBD to transmit financial information, at minimum, monthly to the City. Those individuals may adjust this protocol on a mutual basis, based upon factors such as month-end close procedures for each entity. The information transmitted shall include, at minimum, the following:

- 5.1.1 Statement of Assets and Liabilities.
- 5.1.2 Statement of Revenue and Expenses with Change in Fund Balance.
- 5.1.3 Ledger showing individual transaction through the reporting period.
- 5.1.4 All items above must be done on, at minimum, a monthly basis.

6. BOOKS AND RECORDS.

6.1 CVBD's books and records relating to the Funds shall be kept in a manner, using general accepted accounting principles and methods, which will enable it to make such reports and accounting as may be required *by the City*, or as may be required *by the Act*.

6.2 The CVBD shall retain all records pertinent to expenditures incurred under this Agreement in agreement with the laws of the State of Georgia and the retention schedule of the City of Dunwoody. Notwithstanding the above, if there are litigation, claims, audits, negotiations or other actions that involve any of the records cited, and that have arisen or begun before the expiration of State law or city retention schedule, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the three-year period, whichever is later.

7. TERMINATION OF PROJECTS.

Any Project begun by CVBD using any Funds shall be terminated at any time upon the decision of the City Council that the continuation is not in the best interest of the City, or that it fails to qualify under the Act as any allowable activity on which the Funds may be expended, provided that the *City* shall take due consideration of any obligations made to third parties pursuant to the Project.

8. ADDENDA; MODIFICATION

This Agreement may be amended by addendum approved by the City and CVBD bearing the effective date and executed by properly authorized representative of each party. Such addenda shall become a part of this Agreement and attached hereto.

9. TERM; TERMINATION

9.1 The initial term of this agreement shall begin on the Effective Date and end on December 31, coinciding with the Fiscal Year. This Agreement shall automatically renew each year on the first day of the Fiscal Year, unless terminated sooner pursuant to the

agreement.

9.2 This Agreement and any addendum hereto may be terminated by the City at any time, for any reason, upon sixty (60) days' written notice of intent to terminate; provided, however, that the City shall take due consideration of any obligations made to third parties pursuant to any Project.

10. AUDIT

10.1 The CVBD's books and records relating to the Funds shall be subject to audit and examination by the City at any time and at the request of the City.

10.2 The CVBD shall have a comprehensive audit performed annually. the city's finance director may request a copy of that audit upon its completion.

11. AFFIRMATION AND INDEMNIFICATION.

11.1 By executing this Agreement, the CVBD hereby affirms that it will use the funds received solely and exclusively in compliance with this Agreement and will further expend such funds in full compliance with City ordinances and state laws. CVBD agrees to defend, indemnify and hold harmless the City, along with its officers, agents, and employees, from and against all claims that arise from the CVBD's failure or alleged failure to spend funds in compliance with this paragraph, and shall defend the City from and against all claims that arise therefrom, including the reasonable attorneys' fees and court costs of City. Furthermore, if the CVBD fails to spend the funds in the manner contemplated in this Agreement, or fails to meet the timeliness requirements hereof, the CVBD agrees this shall constitute breach hereof and all such funds shall be returned to City immediately.

11.2 The CVBD further agrees to protect, defend, and hold harmless the City of Dunwoody, its officers, agents, and employees from and against any and all claims or liability for compensation under the Workers' Compensation Act arising out of injuries sustained by any employees of the CVBD.

11.3 The CVBD further agrees to protect, defend, and hold harmless the City, along with its officers, agents, and employees from and against any and all claims or liability resulting from CVBD's breach or alleged breach of this Agreement or any negligence or intentional misconduct of CVBD.

12. NOTICES.

All notices, requests, demands or other communications required or permitted to be given hereunder shall be in writing and shall be addressed and delivered to each party at the addresses set forth below. Any such notice, request, demand or other communication shall be considered given or delivered, as the case may be, on the date of receipt. Rejection or other refusal to accept or inability to deliver because of changed address of which proper notice

was not given shall be deemed to be receipt of the notice, request, demand or other communication. By giving prior written notice thereof, any party may from time to time and at any time change its address for notices hereunder. Legal counsel for the respective parties may send to the other party any notices, requests, demands or other communications required or permitted to be given hereunder by such party.

City of Dunwoody: 4800 Ashford Dunwoody Road, Dunwoody, Georgia 30338,
Attention City Manager.

CVBD: 301 Perimeter Center North, Suite 200, Dunwoody, Georgia 30346,
Attention: Executive Director

13. ASSIGNMENT

The parties hereto may not assign, sublet or transfer their interest in and responsibilities under this Agreement without prior written approval of all parties hereto.

14. GOVERNING LAW; VENUE.

It is the intention of the parties that the laws of Georgia shall govern the validity of this Agreement, the construction of its terms and the interpretation of the rights or duties of the parties. Any action to resolve a dispute under this Agreement shall be in the state courts of DeKalb County .

15. MISCELLANEOUS PROVISIONS.

15.1 In the event any provision or portion of this Agreement is held by any court of competent jurisdiction to be invalid or unenforceable, such holdings shall not affect the remainder hereof and the remaining provisions shall continue in full force and effect to the same extent as would have been the case had such invalid or unenforceable provision or portion had never been a part hereof.

15.2 On and after the date of this Agreement, both parties shall, at the request of the other; make, execute and deliver or obtain and deliver all instruments and documents and shall do or cause to be done all such other things which either party may reasonably require to effectuate the provisions and intentions of this Agreement.

15.3 Time is and shall be of the essence under this Agreement.

15.4 This Agreement supersedes all prior discussions and agreements between the parties and contains the sole and entire understanding between the parties with respect to transactions contemplated by this Agreement. All promises, inducements, offers, solicitations, agreements, representations and warranties heretofore made between the parties, if any, are superseded by this Agreement. This Agreement shall not be modified or amended except by written instrument executed by or on behalf of the parties in the same manner in which this Agreement is executed. No course of action or waiver of

rights hereunder shall constitute a waiver of such right or action.

15.5 Except as expressly limited by the terms of this Agreement, all rights, powers and privileges conferred hereunder shall be cumulative and not restrictive of those provided at law or in equity. No failure of any party to exercise any power given under this Agreement or to insist upon strict compliance with any obligation specified in this Agreement, and no custom or practice at variance with the terms of this Agreement, shall constitute a waiver of any party's right to demand exact compliance with the terms of this Agreement.

15.6 This Agreement shall be construed without regard to the identity of the person who drafted the various provisions hereof. Each provision of this Agreement shall be construed as though all the parties participated equally in its drafting. Consequently, the parties acknowledge and agree that any rule of construction that a document is to be construed against the drafting party shall not be applicable to this Agreement.

115.7 The CVBD shall perform the services under this Agreement as an independent nonprofit entity, and nothing contained herein shall be construed as inconsistent with such relationship of status. Nothing in this Agreement shall be interpreted or construed to constitute CVBD to be an agent, employee, or representative of the City.

15.8 The CVBD shall work in cooperation with and in coordination with appropriate tourism agencies and convention associations such as the Georgia Department of Economic Development (Explore Georgia), the Georgia Society of Association Executives, other meeting planner's organizations, the DeKalb Convention and Visitors Bureau, other metropolitan DMO's and the Georgia Welcome Centers.

16.9 The CVBD shall provide public access to all CVBD board and committee meetings in accordance with the Georgia Open Meeting Law and shall issue notices of meetings required by the Open Meetings Law as if the CVBD were a governmental entity subject to the Georgia Open Meetings Law. The CVBD shall comply with the Georgia Open Records Act.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed this ____ day of _____ 2025.

City of Dunwoody, Georgia

Discover Dunwoody

Signed:

Signed:

Notary:

Notary:

