

June 25, 2025

WHEREAS, the City wants to continue to aggressively promote conventions, arts, leisure, sports, film, destination, industry, medical, and cultural tourism and to market the city of Dallas as a major meeting site and as a visitors' destination and to promote the use of public facilities within the city with a primary emphasis on the Kay Bailey Hutchison Convention Center Dallas ("KBHCCD") and including projects and activities at or in the immediate vicinity of the KBHCCD or any visitor information center; and

WHEREAS, Section 44-35 of the Dallas City Code, as amended, provides for the levy of a Hotel Occupancy Tax ("HOT") and for the disposition of a portion of the City's HOT revenues collected to be used for advertising and conducting solicitations and for promotional programs to attract tourists and convention delegates or registrants to the City; and

WHEREAS, on September 25, 1996, the City Council authorized a contract with the Dallas Convention and Visitors Bureau (DCVB) for ten years with two five-year renewal options by Resolution No. 96-3120; and

WHEREAS, on September 9, 2015, City Council authorized a contract with a primary term of five years with VisitDallas for convention facility promotion, advertising, and tourism development services from October 1, 2015 to September 30, 2020, with one five-year renewal option and one three-year renewal option, subject to annual appropriation, by Resolution No. 15-1666 ("Original Contract"), and such Contract was amended and restated in accordance with Resolution No. 19-1802 approved on November 13, 2019 ("First Amendment"); and

WHEREAS, on June 10, 2020, the City Council authorized exercise of the City's first renewal option of five years with VisitDallas to extend the term of the Contract from October 1, 2020 through September 30, 2025, authorized by Resolution No. 20-0938 ("Second Amendment"); and

WHEREAS, on June 25, 2025, the City Council authorized exercise of the City's second renewal option of three years with VisitDallas to provide advertising services and to conduct solicitations and promotional programs to attract tourists and convention delegates or registrants to the City of Dallas for an additional three-year period, beginning October 1, 2025 through September 30, 2028, with the City reserving the option to undertake a portion of such activities that in the City's discretion, may be necessary or convenient to its operations (this "Contract"); and

WHEREAS, the City of Dallas and Visit Dallas desire to amend and restate the Original Contract in its entirety, together with the First Amendment and the Second Amendment, and the Parties intend to prospectively amend the disbursement of hotel occupancy tax ("HOT") funds as specifically outlined in **Exhibit A** and eliminate the requirement that the City withhold 3% of the monthly HOT payments to VisitDallas; and

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WHEREAS, the City of Dallas and Visit Dallas understand and agree that in entering this Contract, the City is: (i) acting in its governmental capacity and its performance hereunder is pursuant to authority granted by the State of Texas, its sovereign, or for the benefit of the sovereign; (ii) authorizing this Contract to primarily benefit the public at large; or (iii) performing functions closely related to or essential to the performance of governmental activities.

Now, Therefore,

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

SECTION 1. That the City Manager or his/her designee (the “City Manager”) is hereby authorized to execute the second three-year renewal option to the services contract (“Contract”) with The Dallas Convention & Visitors Bureau d/b/a Visit Dallas, for convention and public event facility promotion, advertising and tourism development services, for the period beginning October 1, 2025, through September 30, 2028; and (2) revising the contract to incorporate the 2025 amendment to Chapter 44, Section 4435 “Levy; Amount; Disposition of Revenue” by ordinance No. 33028 of the Hotel Occupancy Tax allocation of 1.232% approved as to form by the City Attorney. The City Manager is authorized to administer, enforce, and execute all terms of this Contract approved as to form by the City Attorney.

SECTION 2. That this Contract shall include a required three-year pro forma that aligns with Ordinance No. 33028 Sec. 44-35 as amended on March 26, 2025, which governs the disposition of Hotel Occupancy Tax (HOT).

SECTION 3. That this Contract added and amended definitions for clarification, including a definition for “Services” which aligns with the objectives of the Visit Dallas Program.

SECTION 4. That this Contract includes language that will require Visit Dallas to market the expanded Kay Bailey Hutchison Convention Center Dallas (KBHCCD) prior to, during and after construction of all components of the KBHCCD Master Plan to ensure the facility is booked and generating revenue.

SECTION 5. That this Contract shall include a requirement that the contract be reviewed on or before September 30, 2028, to ensure deliverables have been met and to make contract revisions where necessary.

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SECTION 6. That this Contract shall retain the firm deliverable due dates, revised definition of tourism, the inclusion of arts and culture in the promotion and marketing activity, and enhanced reporting and performance goal requirements in alignment with the January 4, 2019, the Office of the City Auditor released the *Audit of VisitDallas Report No. A19-006*; and add the preparation of an annual Marketing Plan prior to any disbursement of dedicated marketing funds for the expanded KBHCCD.

SECTION 7. That this Contract, subject to the sole and revocable approval of the City's designee-the Director of Convention and Event Services provides for the potential for Visit Dallas to be eligible to receive: (i) an additional pro-forma-based incentive allocation from HOT revenues calculated on a sliding scale tied to room nights exceeding the approved metric goal as outlined in Section 2.H(2) of this Contract; and (ii) annual marketing and sales support funds for the expanded convention center, disbursed upon submission of a proposed expenditure plan by the provided deadline, subject to annual appropriations with the understanding that both incentives shall be available during the construction of Component One which consists of KBHCCD convention center expansion and the demolition of the existing center, as defined in the KBHCCD Master Plan.

SECTION 8. That this Contract shall retain governance requirements for the Dallas Convention and Visitors Bureau (d/b/a Visit Dallas), and that those requirements will be aligned in the bylaws of the Dallas Convention and Visitors Bureau (d/b/a VisitDallas), and that those governance requirements may be amended through mutual consideration by both the City of Dallas and the Dallas Convention and Visitors Bureau(d/b/a Visit Dallas).

SECTION 9. That this Contract amends and clarifies sections related to indemnity, insurance requirements to clarify insurance and contract requirements, subcontracts, and adds Section 16. Ad Hoc Projects to clarify the process for additional projects requested of Visit Dallas by the City after the Visit Dallas annual budget is accepted.

SECTION 10. That this Contract adds Sections for recoupment, Form 1295 requirements, recitals incorporation, information on no intended third-party beneficiaries, sovereign and governmental immunity, warranties and representation, the Texas Public Information Act, employment of undocumented workers certification, duty to execute, certifications of execution and amendments.

SECTION 11. That the Chief Financial Officer is hereby authorized to disburse funds in an amount not to exceed 17.6% of the 7% Hotel Occupancy Tax collected by the City to the Dallas Convention and Visitors Bureau (d/b/a VisitDallas), at the discretion of the Director if Dallas Convention and Visitors Bureau (d/b/a VisitDallas) complies with all terms of the contract, as supplemented from Convention Center Fund, Fund 0080, Department CCT, Unit 7838, Object 3320, Encumbrance/Contract No. CCT-2020-00013782, Vendor 519741.

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SECTION 12. That this resolution does not constitute a binding agreement upon the City or subject the City to any liability or obligation with respect to this transaction until such a time as the documents are duly approved by all parties and executed.

SECTION 13. 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.