

AGREEMENT

among

THE CITY OF SAVANNAH, GEORGIA; CHATHAM AREA TRANSIT AUTHORITY;

SAVANNAH AREA CHAMBER OF COMMERCE;

and

SAVANNAH AREA MOBILITY MANAGEMENT, INC.

regarding

**CONVENTION TRANSPORTATION, WATER FERRY SYSTEM, AND OTHER
CONVENTION-RELATED COSTS**

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THE CITY OF SAVANNAH, GEORGIA; CHATHAM AREA TRANSIT AUTHORITY;
SAVANNAH AREA CHAMBER OF COMMERCE;
and
SAVANNAH AREA MOBILITY MANAGEMENT, INC.
regarding
CONVENTION TRANSPORTATION, WATER FERRY SYSTEM, AND OTHER
CONVENTION-RELATED COSTS

This Agreement, made and entered into this _____ day of _____, 2018, by, between and among the Mayor and Aldermen of the City of Savannah (“City”); Chatham Area Transit Authority (“CAT”); Savannah Area Chamber of Commerce through its destination marketing organization, Visit Savannah; and Savannah Area Mobility Management, Inc. (“SAMMI”), collectively the “Parties”, for services related to the needs of conventioners and visitors within the Convention District and Hutchinson Island Water Transportation District of the City of Savannah.

WHEREAS, tourism is important to the economic vitality and development of the City of Savannah and Chatham County; and

WHEREAS, transportation throughout the downtown area, Convention District and the Hutchinson Island Water Transportation District is critical to the success of conventions in the City of Savannah and Chatham County; and

WHEREAS, the City has established a “Special Service District for Convention Transportation” (the enacting ordinance is attached hereto as Exhibit “A”) and has assessed a nightly fee per occupied room (“POR Fee”) upon hotels in that district having more than 25 guest rooms; and

WHEREAS, the POR Fee has provided regular contributions to the water ferry system and the transportation needs of conventions and visitors; and

WHEREAS, a special taxing district exists on Hutchinson Island (the enacting ordinance is attached hereto as Exhibit “B”) that levies an ad valorem tax (Water Transportation Tax) to assist in financing the costs of operating water ferry services; and

WHEREAS, the water ferry system is a vital link for the movement of tourists and conventioners between the Convention/Trade Center and downtown Savannah; and

WHEREAS, the water ferry service is public transportation subject to all local, state and federal operating and capital assistance regulations; and

WHEREAS, the Georgia International and Maritime Trade Center and the Westin Savannah Harbor Golf Resort and Spa rely on the water ferry system and may separately contribute funding for its operation; and

WHEREAS, the City of Savannah collects the POR Fee and Water Transportation Tax per the rates set in the annual City of Savannah Revenue Ordinance;

NOW, THEREFORE, the Parties enter into this Agreement as set forth below:

ARTICLE I
CITY RESPONSIBILITIES

- 1.1 **COLLECTION OF FUNDS**. The City shall collect the POR Fee from all qualifying hotels within the Convention District and the Water Transportation Tax per the requirements and rates listed in the annual revenue ordinance for the City of Savannah.
- 1.2 **DISTRIBUTION OF FUNDS**. The City shall distribute POR Fee and Water Transportation Tax receipts on a monthly basis as set forth in Exhibit "C" for the following purposes:
 - a. **WATER FERRY SYSTEM**. The City shall remit funds to CAT on a monthly basis for the purpose of operating a regularly scheduled water ferry system between Hutchinson Island and downtown Savannah. This includes operational and maintenance needs in addition to any match that is required for state or federal funding.
 - b. **CONVENTION-RELATED TRANSPORTATION**. The City shall remit funds to Visit Savannah monthly for the purpose of capitalizing and maintaining the Convention Transportation Fund ("CTF"), which is used to cover the transportation costs of city-wide conventions.
 - c. **OTHER CONVENTION-RELATED COSTS**. The City shall retain funds on a monthly basis and shall use such proceeds for other convention-related costs related to maintaining or improving upon the Convention District's appeal to visitors and conventioners, including but not limited to, public infrastructure maintenance and improvement; public safety services; landscaping; sanitation services; and other public improvements and services within the Convention District as funding permits within the sole discretion of the City. These funds shall supplement City's current efforts for such activities.
 - d. **DESTINATION DEVELOPMENT ACTIVITIES**. The City shall remit funds to the Chamber of Commerce monthly to maintain or improve the Convention District's appeal to convention attendees and visitors, including, but not limited to, special events, holiday decorations, and community celebrations.

- e. MONITORING AND OVERSIGHT. The City shall remit funds to SAMMI monthly for expenses related to overseeing, monitoring, reviewing, auditing, and ensuring the appropriate use of POR Fees and Water Transportation Tax proceeds.
- 1.3 REPORTING. The City will submit a quarterly report to SAMMI outlining its use of retained proceeds during the preceding month within 45 days following the end of its financial quarter.

ARTICLE II **CAT RESPONSIBILITIES**

- 2.1 OPERATION OF THE WATER FERRY SYSTEM. CAT, in coordination with the Georgia International and Maritime Trade Center Authority and the Westin Savannah Harbor Golf Resort and Spa, shall operate a regularly scheduled water transportation system that connects downtown Savannah to the developed sections of Hutchinson Island as of the date of this Agreement. This includes management of level of service, all related personnel, and maintenance of all related equipment. The service shall operate daily, excluding New Year's Day, Thanksgiving, and Christmas holidays, and from the locations set forth in Exhibit "D".
- 2.2 FUNDING AND SERVICE ADJUSTMENTS. The Parties acknowledge that funds collected from the POR Fee and the Water Transportation Tax partially finance the costs of operating the water ferry service as outlined in Exhibit "D". As such, CAT may enter into separate agreements with other entities relating to operational funding, grants, capital expenditures, and schedule or service adjustments to accommodate additional demand from special events and conventions without the approval of the Parties. In the event CAT is unable to recover the full costs of operating the water ferry service as outlined in Exhibit "D", the Parties agree to either provide CAT additional compensation or adjust scheduled service to conform to the amount of funding provided for herein. Notwithstanding any provision to the contrary under this Section, CAT retains full operational control and authority to provide the water ferry services provided pursuant to this Agreement and may modify or suspend service due to unforeseen circumstances to include, but not limited to, weather, river closure, or force majeure. In addition, CAT may, with notice provided to the other Parties, adjust, modify, reduce or suspend service due to non-appropriation of funds by the Parties, loss of funding, or any other reduction of funding necessary to cover the costs of providing water ferry services pursuant to this Agreement.
- 2.3 CHARTER SERVICE. CAT shall comply with 49 U.S.C 5323(d) and 49 C.F.R. Part 604, relating to charter service. In the event any convention charter event revenues for water ferry services are collected by any entity, the entity shall remit such revenues to CAT upon presentation of an invoice.

- 2.4 **REPORTING.** Within 30 days following the end of each month, CAT will submit a monthly report to SAMMI showing the following:
- a. Revenue vs. expenditures of water transportation services year to date and the preceding fiscal year.
 - b. Budgeted vs. actual expenditures of water transportation services year to date and the preceding fiscal year.
 - c. Ridership of funded water transportation services by month and include passengers per hour.
 - d. Passengers per revenue hour of service.
 - e. Number of scheduled trips.
 - f. Number of completed trips.
 - g. Number of cancelled trips with reasons for cancellation (mechanical, weather or other).
 - h. Safety incidents (passenger injuries per 1 million passenger miles and crew injuries per 10,000 revenue service hours).
 - i. Cost per rider.
 - j. Operating costs per hour of revenue service.
 - k. Vessel out of service time.

ARTICLE III
VISIT SAVANNAH RESPONSIBILITIES

- 3.1 **MANAGEMENT OF THE CONVENTION TRANSPORTATION FUND (CTF).** Visit Savannah will manage all activities within the CTF. The CTF shall allocate its funds in the following ways:
- a. Transportation needs of large and/or prominent conventions within the Convention Transportation District; and
 - b. Agreements with convention groups or their agents relating to transportation expenses associated with its event, convention or trade show.
- 3.2 **RETAINAGE.** The Parties understand that the CTF will need to make commitments several years in the future in order to meet the needs of the convention market. This may require some level of retained savings within the CTF from year to year. Visit Savannah will manage these retained savings in a way that it is minimized. Retained funds above the required retainage shall be remitted back to SAMMI for redistribution pursuant to Paragraph 5.c.

- 3.3 REPORTING. Visit Savannah will submit a quarterly report within 45 days following the end of its financial quarter to the City and SAMMI showing the following:
- a. Allocations made from the CTF for the preceding year.
 - b. Current outstanding balance of the CTF.
 - c. Known and projected future commitments of the CTF.

ARTICLE IV
CHAMBER OF COMMERCE RESPONSIBILITIES

- 4.1 DESTINATION DEVELOPMENT ACTIVITIES. The Chamber of Commerce shall coordinate and oversee initiatives designed to maintain or improve the Convention District's appeal to convention attendees and visitors, including, but not limited to, special events, holiday decorations, and community celebrations.
- 4.2 REPORTING. The Chamber of Commerce will submit a quarterly report within 45 days following the end of its financial quarter to the City and SAMMI showing expenditures for special events, holiday decorations, and community celebrations that maintain or improve the Convention District's appeal to convention attendees and visitors.

ARTICLE V
SAMMI RESPONSIBILITIES

- 5.1 OVERSIGHT. SAMMI shall monitor, review, and investigate the use of POR Fee and Water Transportation Tax proceeds by the parties according to this Agreement and adopted ordinances establishing the Hutchinson Island Water Transportation Special Service District and the Convention Transportation Special Service District. SAMMI will represent the interests of various stakeholders within the Convention District including, but not limited to, hotels, transportation companies, tour companies, the International Trade and Convention Center, Chatham Area Transit, the City of Savannah, and Visit Savannah.
- 5.2 MEETINGS. SAMMI will meet regularly throughout the year, but no less than quarterly, and may request to meet with any staff from the City, CAT, or Visit Savannah related to funded portions of the POR Fee.

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- 5.3 UNDESIGNATED FUND BALANCE. Any uncommitted funds left within SAMMI at the end of its fiscal year (December 31) shall be treated as one time revenue and distributed among the Parties by March 30 of the following year, for the following purposes:
- a. Capital expenses, local matching grant funds, or additional operating costs associated with water transportation services.
 - b. Unpaid liabilities remaining for Visit Savannah that explicitly relate to commitments within the CTF.
 - c. Additional special events, holiday decorations, and community celebrations that serve to maintain or improve the Convention District's appeal to convention attendees and visitors.
 - d. Capital outlay for public improvements and services by City within the Convention District.
 - e. Contingency reserve – SAMMI may retain from any uncommitted funds an amount not to exceed 20 percent of the current fiscal year's projected revenues as a contingency reserve to meet unexpected convention-related costs arising from unforeseen events, declining economic conditions, natural disasters and other public emergencies. All contingency reserve funds up to the maximum amount shall carry over from one fiscal year to the next, shall be accounted for in a separate account and shall not be commingled with any other funds. Any use of the contingency reserve for the purposes described in this Agreement shall require a two-thirds vote of approval by the SAMMI board of directors.

ARTICLE VI **TERMINATION**

Any party may provide notice to terminate their portion of this Agreement by providing 180 days written notice to the other parties. The effective date of such termination shall be December 31 of the year in which termination is requested. Upon termination of this Agreement, the POR will be used to pay any remaining funding commitments that were made by the terminating party before the date of termination. Any amount over and above committed funds will be remitted back to SAMMI no less than 60 days after the date of termination and redistributed after consultation with the remaining parties to this Agreement.

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ARTICLE VII
HOLD HARMLESS

The Parties explicitly agree that nothing contained herein shall be construed to designate or appoint the City, or any of its elected officials or employees, as agents of CAT, SAMMI, the Chamber of Commerce or Visit Savannah, nor designate or appoint CAT, SAMMI, the Chamber of Commerce or Visit Savannah, or any of its officers or employees, as agents of or for the City, respecting this Agreement and/or the performance of any of the services described in this Agreement. To the extent permitted by state law, CAT, SAMMI, the Chamber of Commerce and Visit Savannah agree to indemnify, defend, and hold harmless the Mayor and Aldermen of the City of Savannah, Georgia, its successors and assigns, officers, elected officials, principals, agents and employees, from any and all claims, including lawsuits, for loss, damage or injury of any kind or nature sustained by CAT, SAMMI, the Chamber of Commerce or Visit Savannah or their property, or by any agent or employee of CAT, SAMMI, the Chamber of Commerce or Visit Savannah, or by any person whoever, in connection with any matter arising out of this Agreement and/or the provision of services described in this Agreement.

ARTICLE VIII
TERM

This Agreement shall be effective as of, and retroactive to, January 1, 2018, and shall end on December 31, 2020, subject to termination as provided in Section 5; provided, however, if the term extends beyond a single fiscal year of City, the continuation of this Agreement beyond the end of any fiscal year shall be subject to both the appropriation and availability of funds in accordance with Section 36-60-13, Official Code of Georgia.

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In witness whereof, the undersigned have executed this agreement on the day and year written above.

Mayor and Aldermen of the City of Savannah, Georgia

Chatham Area Transit Authority

By: _____
Roberto Hernandez, City Manager

By: _____
Curtis Koleber, Executive Director

Savannah Area Chamber of Commerce/Visit Savannah

Savannah Area Mobility Management, Inc.

By: _____
Joseph Marinelli, Executive Director
Visit Savannah

By: _____
William Hubbard, Chair

EXHIBIT "A"
SPECIAL SERVICE DISTRICT FOR CONVENTION TRANSPORTATION

AN ORDINANCE PURSUANT TO ARTICLE IX, SECTION II, PARAGRAPH VI OF THE CONSTITUTION OF THE STATE OF GEORGIA, TO ESTABLISH A SPECIAL SERVICE DISTRICT FOR CONVENTION TRANSPORTATION; TO REPEAL ALL ORDINANCES IN CONFLICT HERewith AND FOR OTHER PURPOSES.

WHEREAS, under and by virtue of the authority of the Constitution of the State of Georgia, Article IX, Section II, Paragraph VI, special districts may be created by municipal ordinance for the provision of local government services within such district and fees, assessments and taxes may be levied and collected within such district to pay, wholly or partially, the cost of providing such services therein and to construct and maintain facilities therefor; and

WHEREAS, the Georgia International and Maritime Trade Center Authority (the "Authority"), a public body corporate and politic and an instrumentality of the State of Georgia, created pursuant to the laws of the State of Georgia, operates a trade and convention facility (the "Trade Center") on Hutchinson Island in the City of Savannah which provides facilities for large trade shows and conventions, thereby requiring the use of hotel rooms for convention participants throughout downtown Savannah and on Hutchinson Island; and

WHEREAS, attendance at Trade Center functions by convention participants requires the use and operation of a water ferry system (the "Water Ferry System") to transport said participants across the Savannah River; and

WHEREAS, pursuant to the above described constitutional authorization, the Mayor and Aldermen of the City of Savannah (the "City") has determined that the hereinafter defined "Convention District" should be established in a portion of downtown Savannah and on Hutchinson Island, in which Convention District a transportation service fee will be assessed in the manner hereinafter described in order to finance the costs of (i) operating the Water Ferry System, and (ii) providing other convention related costs, including transportation for city-wide conventions held at the Trade Center; and

WHEREAS, it is hereby determined that said transportation service fee to be assessed should be applicable to those hotels in the Convention District which have a minimum of twenty-five (25) guest rooms, whose guests are most likely to benefit from and participate in city-wide conventions;

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Aldermen of the City of Savannah in regular meeting of Council assembled and pursuant to such authority as follows:

SECTION 1: There is hereby created and established a special Service District for Convention Transportation in the City of Savannah (the "Convention District") having the boundaries set forth in Exhibit A attached hereto, in which Convention District there shall be assessed a daily fee on each occupied guest room in the hotels located in the Convention District which have a minimum of twenty-five (25) guest rooms (the "Convention Hotels").

SECTION 2: The initial daily fee which shall be assessed on each such occupied guest room shall be Thirty Cents (\$0.30), which fee may be revised pursuant to the annual revenue ordinance adopted by the City.

SECTION 3: The reasonable fees and charges for the provision of the services to be rendered in the Special Service District together with a procedure for collection of such charges shall be set forth and published in the Annual Revenue Ordinance with such fees and charges to be used only in the Special Service District for the services herein provided for.

SECTION 4: All ordinances or parts of ordinances in conflict herewith are hereby repealed.

ADOPTED AND APPROVED MAY 29, 2003.

**EXHIBIT A
SAVANNAH CONVENTION DISTRICT**

Beginning at the intersection of the centerline of Jones Street and the centerline of Martin Luther King, Jr. Boulevard, proceeding thence in a northerly direction along the centerline of Martin Luther King, Jr. Boulevard to its intersection with the centerline of Harris Street; proceeding thence in an easterly direction along the centerline of Harris Street to its intersection with the centerline of Tattnall Street; proceeding thence in a southerly direction along the centerline of Tattnall

Street to its intersection with the centerline of Park Avenue; proceeding thence in an easterly direction along the centerline of Park Avenue to its intersection with the centerline of East Broad Street; proceeding thence in a northerly direction along the centerline of East Broad Street to its intersection with the centerline of Liberty Street; proceeding thence in an easterly direction along the centerline of Liberty Street to its intersection with the centerline of Randolph Street; proceeding thence in a northerly direction along the centerline of Randolph Street to its intersection with the centerline of Normandy Road (formerly Perry Lane); proceeding thence in an easterly direction along the centerline of Normandy Road to its intersection with the eastern right-of-way line of the Bilbo Canal; proceeding thence in a northerly direction along the eastern right-of-way line of Bilbo Canal to its intersection with the city limits line of the City of Savannah at the southerly right-of-way line of the Central of Georgia Railroad which parallels President Street; proceeding thence along the meanderings of the Savannah city limits line across the Savannah River, around Hutchinson Island, and along the northerly bank of the Savannah River to the centerline of the Talmadge Bridge; proceeding thence in a southerly direction across the centerline of the Talmadge Bridge to the on-ramp from Oglethorpe Avenue; proceeding thence along the centerline of the said on-ramp in a southerly and easterly direction until its intersection with the centerline of West Boundary Street; proceeding thence in a southerly direction along the centerline of West Boundary Street to its intersection with the centerline of Jones Street; proceeding thence in an easterly direction along the centerline of Jones Street to its intersection with the centerline of Martin Luther King, Jr. Boulevard, which is the point of beginning.

Excluding therefrom all property on Hutchinson Island not currently within the city limits of the City of Savannah.

ADOPTED AND APPROVED MAY 29, 2003.

EXHIBIT "B"
**SPECIAL SERVICE DISTRICT FOR HUTCHINSON ISLAND WATER
TRANSPORTATION**

**AN ORDINANCE PURSUANT TO ARTICLE IX, SECTION II, PARAGRAPH
VI OF THE CONSTITUTION OF THE STATE OF GEORGIA, TO
ESTABLISH A SPECIAL SERVICE DISTRICT FOR WATER
TRANSPORTATION TO SERVE HUTCHINSON ISLAND; TO REPEAL ALL
ORDINANCES IN CONFLICT HEREWITH AND FOR OTHER PURPOSES.**

WHEREAS, under and by virtue of the authority of the Constitution of the State of Georgia, Article IX, Section II, Paragraph VI, special districts may be created by municipal ordinance for the provision of local government services within such district and fees, assessments and taxes may be levied and collected within such district to pay, wholly or partially, the cost of providing such services therein and to construct and maintain facilities therefor, and

WHEREAS, the Georgia International and Maritime Trade Center Authority (the "Authority"), a public body corporate and politic and an instrumentality of the State of Georgia, created pursuant to the laws of the State of Georgia, operates a trade and convention facility (the "Trade Center") on Hutchinson Island in the City of Savannah which provides facilities for large trade shows and conventions; and

WHEREAS, attendance at Trade Center functions by convention participants requires the use and operation of a Water Ferry System (the "Water Ferry System") to transport said participants across the Savannah River; and

WHEREAS, the Water Ferry System is available for use by the property owners and the promotion of building and development of properties in the City and on Hutchinson Island; and

WHEREAS, pursuant to the above described constitutional authorization, the Mayor and Aldermen of the City of Savannah (the "City") has determined that the hereinafter defined "Hutchinson Island Water Transportation District" should be established on Hutchinson Island, in which District an ad valorem tax will be levied in order to assist in financing the costs of operating the Water Ferry System.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and Aldermen of the City of Savannah in regular meeting of Council assembled and pursuant to such authority as follows:

SECTION 1: There is hereby created and established a special Service District for Water Transportation for Hutchinson Island in the City of Savannah (the "Water Transportation District") having the boundaries of all of Hutchinson Island lying and being within the corporate limits of the City of Savannah and to levy an ad valorem tax in addition to the taxes as defined in the Revenue Ordinance on all property as defined in said Revenue Ordinance and in the same manner as provided in said Revenue Ordinance, including the provision for payment and collection as provided for therein at such rate as shall be adopted and approved by the Mayor and Aldermen and as provided for in the adoption of an ad valorem tax rate.

SECTION 2: The Revenue Ordinance shall provide a uniform system of use of the Water Ferry System, it being the intention that the owners of property subject to such ad valorem tax shall have free use of said Ferry System for personal transportation so long as said tax is levied and that said tax shall be used solely for the purposes of paying the costs of providing said transportation.

SECTION 3: The reasonable fees and charges for the provision of the services to be rendered in the Special Service District together with a procedure for collection of such charges shall be set forth and published in the Annual Revenue Ordinance with such fees and charges to be used only in the Special Service District for the services herein provided for.

SECTION 4: All ordinances or parts of ordinances in conflict herewith are hereby repealed.

ADOPTED AND APPROVED MAY 29, 2003

EXHIBIT "C"
SCHEDULE OF ESTIMATED REVENUES AND DISBURSEMENTS, 2018-2020

EXHIBIT "D"
WATER FERRY SERVICE LOCATIONS

- City Hall Landing – River Walk at City Hall
- Trade Center Landing - Hutchinson Island between Trade Center and Westin Hotel
- Waving Girl Landing – River Walk adjacent to Marriott Hotel

2018 Service Schedule (for illustrative purposes only)

**Savannah
Belles Ferry**



Savannah Belles Ferry operates daily, year-round, except Thanksgiving, Christmas and New Year's Day

Service Locations

CITY HALL LANDING--River Walk at City Hall, adjacent to Hyatt Hotel

TRADE CENTER LANDING--Hutchinson Island between Trade Center and Westin Hotel.

WAVING GIRL LANDING--River Walk, adjacent to Marriott Hotel

Service Schedules

The Savannah River is a busy commercial waterway, with special regulations for vessels crossing the river. The Ferry may sometimes be delayed briefly by visibility or large vessel traffic in the area. We appreciate your patience.

Scheduled service may be modified for special events and conventions.

Savannah Belles Ferry System is operated by Chatham Area Transit (CAT). For information, visit www.catchacat.org or call (912) 447-4029.

Thanks for riding with us!



DEPARTURES:

City Hall Landing Hyatt	Trade Center Landing Westin	Waving Girl Landing Marriott
7:00 AM	7:10 AM	*
7:20 AM	7:30 AM	*
7:40 AM	7:50 AM	*
8:00 AM	8:10 AM	8:20 AM
8:30 AM	8:40 AM	8:50 AM
9:00 AM	9:10 AM	9:20 AM
9:30 AM	9:40 AM	9:50 AM
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11:00 PM	11:10 PM	*
11:20 PM	11:30 PM	*
11:40 PM	11:50 PM	*
12:00 AM	12:10 AM	*
12:20 AM	*	*