**STATE OF GEORGIA )**

 **)**

**COUNTY OF CHATHAM )**

**AMENDED AND RESTATED**

**HOTEL/MOTEL TAX**

**AGREEMENT**

**THIS AGREEMENT** made and entered into this \_\_\_\_\_ day of April 2025 (this "Agreement"), between the MAYOR AND ALDERMEN OF THE CITY OF SAVANNAH, a municipal corporation organized and existing under the laws of the State of Georgia (the "City"), and the SAVANNAH-GEORGIA CONVENTION CENTER AUTHORITY, a public corporation organized and existing under the laws of the State of Georgia (the "Authority");

**WITNESSETH:**

**WHEREAS**, pursuant to the Official Code of Georgia Annotated (“O.C.G.A.”) § 48-13-51(b) the City is authorized to levy and collect within its boundaries an excise tax upon the furnishing for value of public accommodations at the rate of eight percent of the charge to the public for such furnishing (the "Hotel/Motel Tax"); and

**WHEREAS**, pursuant to O.C.G.A. § 48-13-51(a)(3)(B) and § 48-13-51(b) the City shall expend in each fiscal year during which the Hotel/Motel Tax is collected at the rate of eight percent an amount equal to 14 percent (14%) of the Hotel/Motel Tax actually received for the purpose of supporting a facility owned or operated by a state authority for convention and trade show purposes or any other similar or related purposes (that portion of the Hotel/Motel Tax actually received hereinafter referred to as the "Facilities Tax"); and

**WHEREAS**, the City and the Authority entered into a Hotel/Motel Tax Agreement on August 9, 2023, and now wish to amend, restate and renew that agreement; and

**WHEREAS**, the City pursuant to an ordinance duly adopted on May 25, 2023, increased the Hotel/Motel Tax rate to eight percent as authorized by O.C.G.A. § 48-13-51(b) and said increase became effective on September 1, 2023; and

**WHEREAS**, the Authority has been created pursuant to an act of the Georgia General Assembly, Georgia Laws 2019, page 285 *et seq*. (Act No. 65, effective July 1, 2019) as amended (collectively, the "Act"), and codified in Part 2 of Article 4 of Chapter 7 of Title 50 of the O.C.G.A. as a public corporation and an instrumentality of the State of Georgia (the “State”) for the purpose of operating the Savannah Convention Center for the purpose of developing and promoting for the public good the State of Georgia as a site for conventions, trade shows, and other tourism and to facilitate economic growth, for the promotion of meetings, conventions, and tourism and other matters of economic development, growth, and commerce, and in an effort to better the general condition of the people of the State; and

**WHEREAS**, the Authority, in accordance with O.C.G.A. § 50-7-55(v) acquired all powers, duties, assets, real and personal property, liabilities and indebtedness of its predecessor, the Georgia International and Maritime Trade Center Authority (“GIMTCA”) and the parties acknowledge that the Authority is the successor in interest to GIMTCA; and

**WHEREAS**, the Act further provides that the Authority is specifically empowered to acquire and construct projects or undertakings to include buildings and facilities to be used for trade shows, conferences, amusements, or educational purposes and for fairs, expositions, exhibitions, or marketing in connection therewith, together with all other undertakings which may be acquired, constructed, equipped, maintained or operated by public authorities, and to acquire, hold and lease real and personal property of every kind for its corporate purposes; and

**WHEREAS**, the Authority and the City desire that the Savannah Convention Center (the “Convention Center”) be operated in an efficient and cooperative manner for the maximum benefit for the community by generating new and expanded tourism, convention, and meeting events in the community; and

**WHEREAS**, the Authority has found and determined that in order to continue to generate new tourism, convention and meeting events in the community and to support the expansion of the Convention Center by the State, it is necessary for the Authority to issue its hotel revenue bonds, subject to the approval of the Georgia State Financing and Investment Commission (the “Hotel Bonds”), to provide for the acquisition, construction, and equipping of a full-service convention center hotel connected to the Convention Center; and

**WHEREAS**, the Authority and City wish to amend, restate and renew this Agreement to provide that the Facilities Tax shall continue to be used for marketing and operating the Convention Center and to support the expansion of the Convention Center campus to include a full-service convention center hotel and other ancillary projects and undertakings related to the operation of a comprehensive convention and trade center and to provide all facilities necessary or convenient for such purpose.

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements, and benefits to the parties, the City and the Authority agree as follows:

1. **Payment of Facilities Tax to Authority.**

1. The Facilities Tax proceeds shall be paid by the City to the Authority within 30 days of the close of the preceding month.
2. The City agrees to continue to levy the Facilities Tax while this agreement is in effect.

2. **Uses of Facilities Tax Proceeds**. All Facilities Tax proceeds paid to the Authority shall be used for (i) marketing and operating the Convention Center, (ii) supporting buildings and facilities together with all other undertakings which may be acquired, constructed, equipped, and maintained, or operated by the Authority, including, but not limited to, principal of and interest on the Hotel Bonds to construct a full-service convention center hotel connected to the Convention Center, and (iii) other purposes as authorized in accordance with O.C.G.A. § 48-13-51(a)(3)(B) and § 48-13-51(b) and the Act.

3. **Management Contracts**. The Authority shall keep the City informed on the progress of negotiations for any facilities management contract for the Convention Center, and consider any comments offered by the City concerning the terms of the management contract.

4. **Access Plan**. The Authority will continue to partner with the City of Savannah, Chatham County, and Chatham Area Transit to provide for efficient means to convey Convention Center patrons between Hutchinson Island and downtown Savannah which will not unduly disrupt existing traffic flow. It will also continue to include provisions for Convention Center patrons staying in hotels/motels in downtown Savannah, water taxi service, parking requirements for Convention Center events, CAT shuttle service for Convention Center patrons and CAT service for Convention Center employees.

5. **Scheduling of Riverwalk Events**. The Authority shall cooperate with the City on the scheduling of events at the Riverwalk so as to avoid the simultaneous scheduling of incompatible events on the riverfront.

6. **Facilities Taxes from other Jurisdictions**. The Authority shall work with other jurisdictions within the County to enact Hotel/Motel taxes in accordance with O.C.G.A. § 48-13-51 and will, wherever possible, enter into agreements that provide additional Facilities Taxes to the Authority to support operation of the Convention Center.

7. **Audits and Reports**. Upon request, the Authority shall provide to the City copies of the following:

1. Periodic reports prepared by the Convention Center's manager including interim financial summaries, and operational reports on event bookings and marketing activities.
2. The annual budget adopted by the Authority and any amendment thereto.
3. The management agreement with the Convention Center manager and any amendments thereto.
4. The annual report of the Authority as required by the Act.
5. Annual financial statements prepared in conformity with generally accepted accounting principles and audited by an independent auditor within six months of the close of each year.
6. **Termination Date**. The obligations of the City to make payments of the Facilities Tax to the Authority shall be absolute and unconditional. This Agreement shall terminate on the later of December 31, 2058, or such time as the principal of and interest on the outstanding Hotel Bonds shall have been paid in full or provision for the payment thereof shall have been made, *provided that*, in no event shall the term of this Agreement exceed fifty (50) years, and that the City (i) will not suspend or discontinue any payments of the Facilities Tax provided for in Section 1 hereof except to the extent the same have been prepaid, (ii) will perform and observe all of its other agreements contained in this Agreement, and (iii), will not terminate this Agreement for any cause, including, without limiting the generality of the foregoing, failure to complete the construction of the full-service convention center hotel, any acts or circumstances that may constitute failure of consideration, eviction or constructive eviction, destruction of or damage to the full-service convention center hotel, commercial frustration of purpose, any change in the tax or other laws of the United States of America or of the State or any political subdivision of either or any failure of the Authority to perform and observe any agreement, whether express or implied, or any duty, liability or obligation arising out of or connected with this Agreement.

Notwithstanding the prior paragraph, each party hereto reserves, and shall retain, all rights and remedies it may have for breach of any representation, warranty or covenant or defaults in the performance or payment of any obligation owed hereunder provided such rights and remedies are pursued as independent causes of action in separate proceedings.

9. **Entire Agreement; Amendments**. This Agreement contains the entire agreement of the City and the Authority relating to the matters covered by this Agreement. No representation, promise or understanding has been made, and no collateral agreement, stipulation or undertaking exists, which will have any force and effect with respect to the matters covered by this Agreement except as set forth herein. No amendment, modification, release, discharge, or waiver of the provisions of this Agreement shall be of any force, value or effect unless it is in writing and is duly authorized and executed by the Authority and the City.

10. **Notices**. All notices, certificates or other communications hereunder shall be sufficiently given and shall be deemed given when mailed by registered or certified mail, return receipt requested, postage prepaid, or via email with proof of receipt to the parties hereto at the following addresses, or such other address designated by such party in writing:

If to the Authority: Savannah Convention Center Authority

PO Box 248

Savannah, Georgia 31402

Attention: General Manager Kelvin.moore@savtcc.com

Attention: Authority Attorney pht@olivermaner.com

If to the City: With copy to:

 Mayor and Aldermen of the City of Savannah

P.O. Box 1027

Savannah, Georgia 31402

Attention: City Manager Jay.Melder@savannahga.gov

Attention: City Attorney blovett@savannahga.gov

11. **Severability**. If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

12. **Execution Counterparts**. This Agreement may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

13. **Captions**. The captions and headings in this Agreement are for convenience only and in no way define, limit, or describe the scope or intent of any provisions of this Agreement.

14. **Law Governing Agreement**. This Agreement shall be governed by, and construed in accordance with, the laws of the State of Georgia.

**[signatures on next page]**

**IN WITNESS WHEREOF**, the Authority and the City have caused this Amended and Restated Hotel/Motel Tax Agreement to be executed by their duly authorized officers in their respective corporate names and their respective corporate seals to be hereunto affixed and attested, all as of the date first above written.

 SAVANNAH-GEORGIA CONVENTION CENTER AUTHORITY

(Corporate Seal) By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Chairman

 Attest: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Secretary

MAYOR AND ALDERMEN OF THE CITY OF SAVANNAH

(Corporate Seal) By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 City Manager

 Attest: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Clerk of Council