



## **Agenda**

### **Annual Meeting**

Tuesday, August 16, 2022

9:30 a.m.

Jekyll Island Convention Center  
JIA Committees and Meeting

### **Public Comment**

Written public comments can be submitted online till 12:00 noon on Monday, August 15<sup>th</sup> at the JIA Board of Directors [website](#). The name of the person and the topic of the comment will be read into the record. The full public comment will become part of the permanent record.

Meeting documents and public comments are available at:

<https://www.jekyllisland.com/jekyll-island-authority/board-directors/>

### **Chairman, Dale Atkins – Call to Order**

#### **JIA Board Member Appointments Update**

- A. Appointment of George Ruel Joyner, Jr.
- B. Reappointment of Robert W. Krueger, L.C. “Buster” Evans, and Joy Burch-Meeks

#### **Special Presentations**

- A. Update on Convention Center Operations – Bob McClintock, Executive Vice President of Convention Centers, ASM Global and Jones Hooks, Executive Director
- B. Update from Glynn County EMA – Andy Leanza, Director, Glynn County EMA

#### **I. Historic Preservation/Conservation Committee**

Glen Willard, Chair

- A. Sea Turtle Nesting Update – Davide Zailo, Research Program Manager, Georgia Sea Turtle Center
- B. Update on U.S. Army Corps of Engineers Summer Dredging – Ben Carswell, Director of Conservation and Sustainability
- C. Fiscal Year 2022 Historic District Update – Tom Alexander, Director of Historic Resources

#### **II. Finance Committee**

Bill Gross, Chair

- A. June/July Financials – Bill Gross, Chair
- B. Year-End Financials – Marjorie Johnson, Chief Accounting Officer
- C. Additional Capital Requests – Marjorie Johnson, Chief Accounting Officer
- D. Grants Update– Noel Jensen, Deputy Executive Director
  - a. Request to Accept UGA Marine Extension and Georgia Sea Grant
  - b. Additional Georgia State Financing and Investment Commission Reimbursement for ADA Improvements

#### **III. Human Resources Committee**

Buster Evans, Chair

- A. Fiscal Year 2022 Staffing Update – Jenna Johnson, Director of Human Resources

‘Jekyll Island, like the rest of Georgia was “left to us as a heritage in trust for our children and their children’s children. It is never to be finished, but always to be improved.”’

- Governor M. E. Thompson, 1947

#### **IV. Marketing Committee**

Joy Burch-Meeks, Chair

- A. Fiscal Year 2022 Group Sales Update – Kevin Udell, Senior Sales Manager
- B. Report from Marketing Department – Alexa Hawkins, Director of Marketing & Communications

#### **V. Legislative Committee**

- A. No report

#### **VI. Committee of the Whole**

Dale Atkins, Chair

- A. Request to Issue RFP#370 for Ticketing and Point of Sale System – Marjorie Johnson, Chief Accounting Officer
- B. Request to Issue RFP #371 for Construction of the Public Safety Complex – Noel Jensen, Deputy Executive Director
- C. Update on Rental Inspections – Dennis Gailey, Director of Public Safety
- D. Consideration of Memorandum of Understanding with Mercer University – Jones Hooks, Executive Director
- E. Consideration of Proposed 2023 JIA Board Meeting Dates - Jones Hooks, Executive Director
- F. Executive Director’s Report – Jones Hooks, Executive Director
- G. Chairman’s Comments – Dale Atkins, Chair

---

If Needed - 5 Minute Break

---

### **Annual Board Meeting Agenda**

#### **Chairman, Dale Atkins – Call to Order**

#### **Action Item**

1. Minutes of the June 21, 2022 Board Meeting
2. Ratification of Board Actions taken in Fiscal Year 2022
3. Election of Officers
  - Vice Chairman
  - Treasurer/Secretary
4. Additional Capital Requests
5. Request to Accept UGA Marine Extension and Georgia Sea Grant
6. Request to Issue RFP#370 for Ticketing and Point of Sale System
7. Request to Issue RFP #371 for Construction of the Public Safety Complex
8. Consideration of Memorandum of Understanding with Mercer University
9. Consideration of Proposed 2023 JIA Board Meeting Dates

#### **Announcements**

1. Committee Appointments by Chairman Atkins

#### **Adjournment**

‘Jekyll Island, like the rest of Georgia was “left to us as a heritage in trust for our children and their children’s children. It is never to be finished, but always to be improved.”’  
- Governor M. E. Thompson, 1947

---

---

MEMORANDUM

---

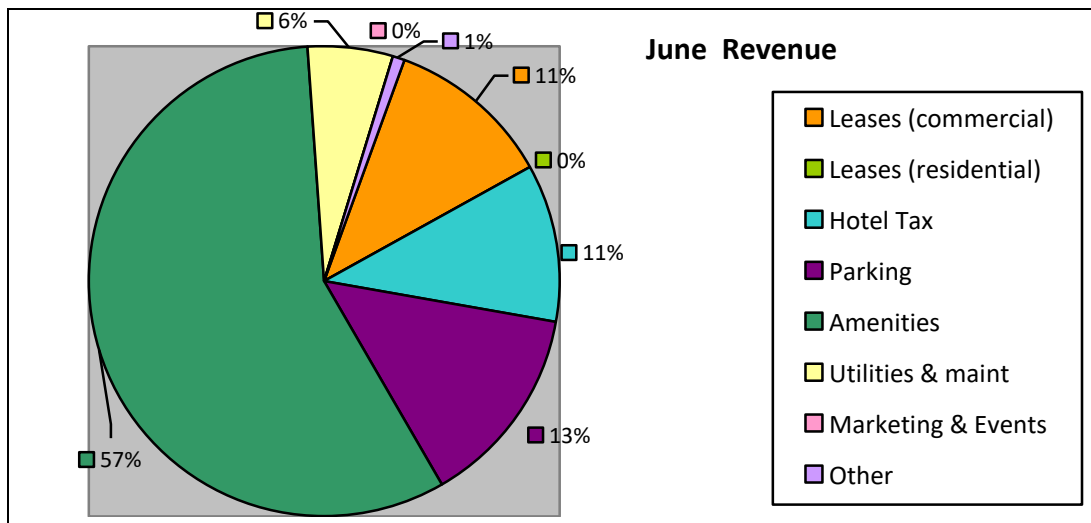
---

**TO:** FINANCE COMMITTEE  
**FROM:** MARJORIE JOHNSON  
**SUBJECT:** JUNE FINANCIAL STATEMENTS  
**DATE:** 8/10/2022

---

## Revenues

Revenues for June were \$4,895,926 which reflects a favorable \$1.6M (48%) variance from budget. Year-to-date revenues reflect a favorable \$8.3M (27%) variance from budget and a favorable \$8.3M (27%) variance from the prior year to date revenues.



The largest variances for the month were:

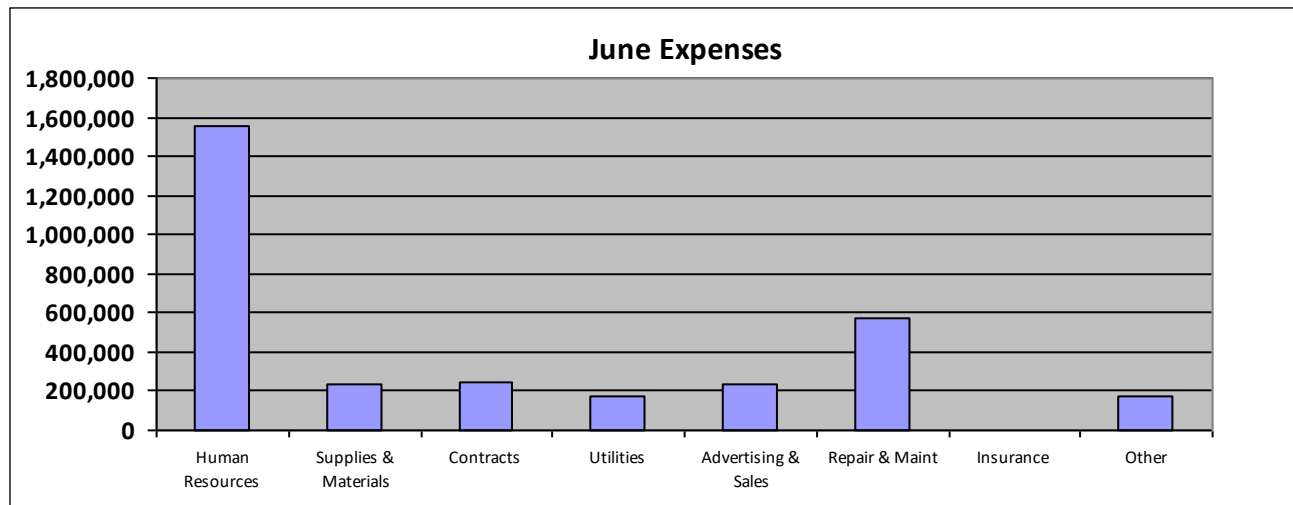
- Summer Waves (+\$362K) – Daily admission revenues were \$265K higher than anticipated due to the addition of the new slide and the increased admission fees. Season passes (+\$70K), Concession sales (+\$45K) and cabana rentals (+\$20K) all performed better than anticipated for the month. Summer Waves revenues were \$460K better than the FY22 budget and \$661K better than FY21 revenues.
- Convention Center (+\$319K) – The center had a record month! June 2022 reflected the highest revenue month ever for the Convention Center. There were 26 events held with a total of 10,345 attendees and over 1 million square foot of space used. Revenues for the fiscal year were \$1M better than budgeted and \$2.8M better than FY2021.

## Expenses

Expenses were \$3,206,867 for June and reflected a favorable budget variance of \$368K (10%) for the month. Expenses reflect a favorable \$1M variance from Year-to-date budget and reflected an unfavorable \$5.9M (26%) variance from Prior Year to Date expenses.

The largest budget variances for the month were:

- Contracts (-\$498K) –The largest variance is in the Administration department (-\$404K) due to legal expenses and general contract expenses being less than anticipated.
- Repairs & Maintenance (+\$221K) – Several repair & maintenance projects were delayed until the end of the fiscal year, so much of this variance is due to the timing between budget and actual expenses. The year-to-date expense is currently \$88K more than budget and is, in large part, due to increased cost of building supplies and materials.

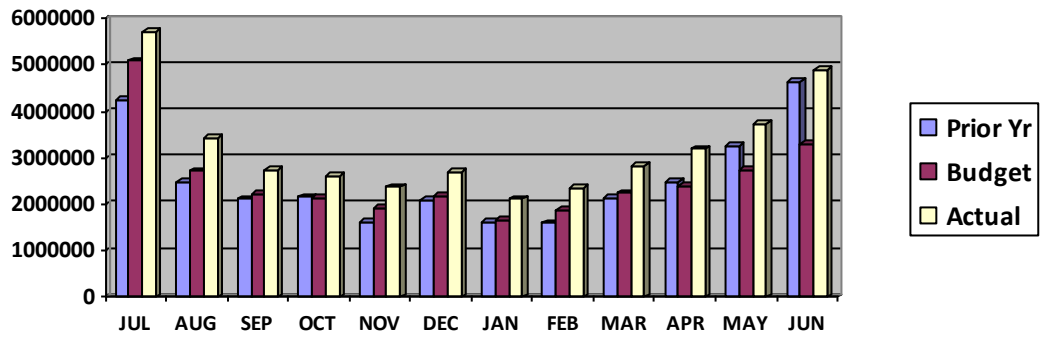


## Net Operating Cash

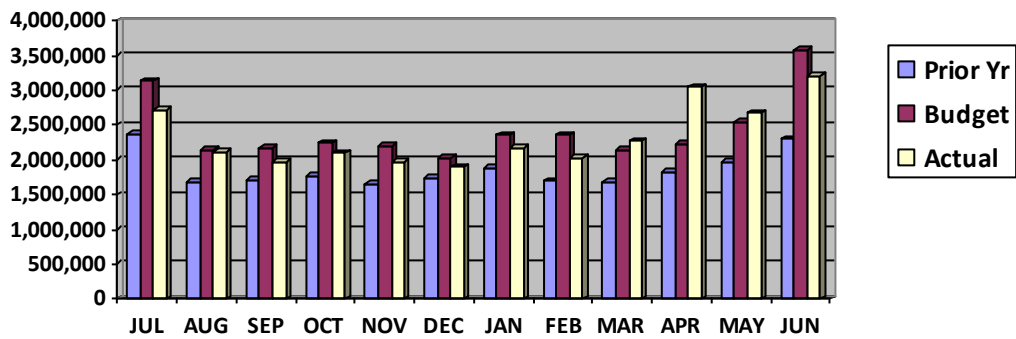
The Net Operating Cash Income for the month is \$1,689,059, which is an \$2M favorable variance from the budgeted Net Operating Cash Loss of (\$265,283). Net Operating Cash Income reflects a favorable \$9.3M variance from year-to-date budget and a \$2.4M favorable variance from prior year to date income.

Total Net Operating Cash Income for FY2022 is \$10,518,316. From this income, we set aside \$3,083,885 in Board Designated Funds and we funded \$2,989,663 in capital equipment and projects. The staff is currently asking for an additional \$2,442,242 for equipment and projects and the remaining balance of Income from FY2022 of \$2,002,525.93 will be added to our cash reserves.

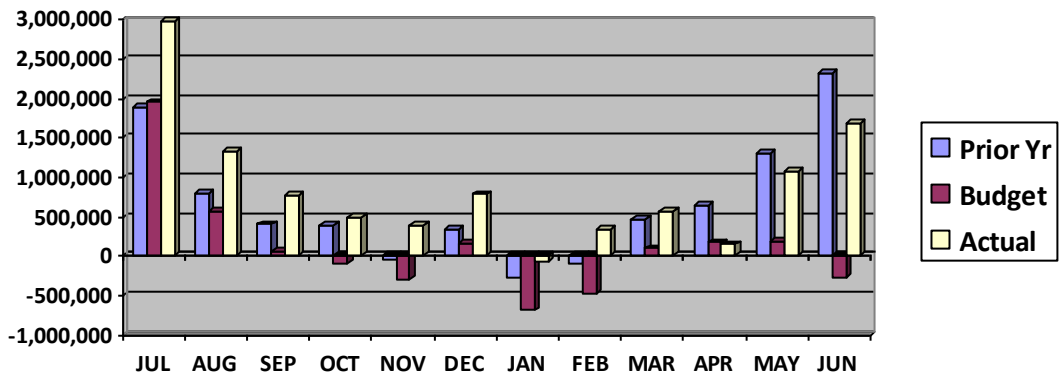
### Total Revenues



### Total Expenses



### Net Operating Cash



Jekyll Island Authority  
CONSOLIDATED BUDGET COMPARISON  
For the Twelve Months Ending June 30, 2022

	MONTH	MONTH	BUDGET		YTD	YTD	BUDGET		PRIOR	VARIANCE	
	ACTUAL	BUDGET	VARIANCE	%	ACTUAL	BUDGET	VARIANCE	%	YEAR	ACTUAL	VARIANCE
			(000's)	%			(000's)	%		(000's)	%
<b>Revenues</b>											
<b>Administration</b>											
Business Leases	551,866	396,975	155	39%	6,311,680	5,194,953	1,117	21%	5,153,277	1,158	22%
Hotel Tax	372,431	179,837	193	107%	2,671,644	1,659,552	1,012	61%	2,033,689	638	31%
Tourism Development Fund	159,613	77,073	83	107%	1,136,953	711,237	426	60%	871,516	265	30%
Parking	686,024	570,000	116	20%	5,656,157	4,860,967	795	16%	5,367,489	289	5%
Interest	1,421	450	1	216%	10,511	5,400	5	95%	5,264	5	100%
Lot Rentals	3,803	6,500	(3)	-42%	1,087,820	591,480	496	84%	777,806	310	40%
Foundation	443	447	(0)	-1%	8,288	9,285	(1)	-11%	8,056	0	3%
Airport	(8,958)	1,550	(11)	-678%	23,123	20,770	2	11%	23,014	0	0%
Administration revenue	8,856	11,611	(3)	-24%	319,434	148,092	171	116%	313,766	6	2%
Beach Village	-	-	-	0%	-	-	-	0%	1,507	(2)	-100%
Intern Housing	6,320	4,600	2	37%	49,260	47,375	2	4%	48,175	1	2%
<b>Total Administration</b>	<b>1,781,821</b>	<b>1,249,042</b>	<b>533</b>	<b>43%</b>	<b>17,274,869</b>	<b>13,249,109</b>	<b>4,026</b>	<b>30%</b>	<b>14,603,560</b>	<b>2,671</b>	<b>18%</b>
<b>Enterprises</b>											
Golf	207,874	165,475	42	26%	2,797,880	2,283,327	515	23%	2,258,935	539	24%
Convention Center	708,313	389,161	319	82%	4,228,622	3,134,337	1,094	35%	1,472,265	2,756	187%
McCormick's Grill	-	-	-	0%	(0)	-	(0)	0%	101,119	(101)	-100%
Summer Waves	1,004,158	642,454	362	56%	2,771,677	2,311,850	460	20%	2,110,307	661	31%
Campground	242,025	173,018	69	40%	2,316,846	1,682,479	634	38%	2,115,719	201	10%
Life is Good	39,181	32,128	7	22%	354,804	227,620	127	56%	272,106	83	30%
Museum	144,144	80,544	64	79%	1,186,804	736,211	451	61%	723,950	463	64%
Georgia Sea Turtle Center	356,414	296,492	60	20%	2,596,202	2,190,307	406	19%	2,159,956	436	20%
Conservation	28,967	800	28	3521%	42,072	13,613	28	209%	22,470	20	87%
Miniature Golf & Bikes	56,511	41,161	15	37%	499,089	402,745	96	24%	478,909	20	4%
Water/Wastewater	232,348	151,970	80	53%	1,796,033	1,584,756	211	13%	1,563,166	233	15%
Sanitation	48,154	46,890	1	3%	578,252	569,626	9	2%	570,705	8	1%
Fire Department	(20,995)	5,440	(26)	-486%	1,384,286	1,360,700	24	2%	1,301,556	83	6%
Tennis	9,119	8,777	0	4%	133,872	132,435	1	1%	147,048	(13)	-9%
Marketing, Special Events & Sales	3,992	650	3	514%	252,518	161,553	91	56%	136,317	116	85%
Guest Information Center	31,932	13,519	18	136%	262,402	183,176	79	43%	209,517	53	25%
Camp Jekyll & Soccer Fields	14,755	10,425	4	42%	175,065	153,693	21	14%	140,827	34	24%
Landscaping, Roads & Trails	2,568	1,250	1	105%	42,321	22,950	19	84%	63,460	(21)	-33%
Vehicle & Equipment Maintenance	1,937	250	2	675%	10,024	1,000	9	902%	3,817	6	163%
Facility Maintenance	2,710	-	3	0%	4,147	-	4	0%	1,565	3	165%
Golf Course Maintenance	-	-	-	0%	234	-	0	0%	199	0	17%
<b>Total Enterprises</b>	<b>3,114,105</b>	<b>2,060,405</b>	<b>1,054</b>	<b>51%</b>	<b>21,433,151</b>	<b>17,152,378</b>	<b>4,281</b>	<b>25%</b>	<b>15,853,913</b>	<b>5,579</b>	<b>35%</b>
<b>Total Revenues</b>	<b>4,895,926</b>	<b>3,309,447</b>	<b>1,586</b>	<b>48%</b>	<b>38,708,020</b>	<b>30,401,487</b>	<b>8,307</b>	<b>27%</b>	<b>30,457,473</b>	<b>8,251</b>	<b>27%</b>

	MONTH ACTUAL	MONTH BUDGET	BUDGET VARIANCE <small>(000's) %</small>	YTD ACTUAL	YTD BUDGET	BUDGET VARIANCE <small>(000's) %</small>	YEAR ACTUAL	VARIANCE <small>(000's) %</small>
<b>Expenses</b>								
Human Resources	1,556,409	1,588,974	(33) -2%	14,806,787	15,243,052	(436) -3%	12,445,581	2,361 19%
Supplies & Materials	233,155	281,599	(48) -17%	1,961,292	1,980,870	(20) -1%	1,426,581	535 37%
Advertising & Sales	238,129	288,020	(50) -17%	993,937	1,227,565	(234) -19%	461,174	533 116%
Repairs - Facilities & Grounds	542,038	321,448	221 69%	2,082,279	1,994,406	88 4%	1,401,330	681 49%
Utilities	169,719	163,149	7 4%	1,854,138	1,852,977	1 0%	1,735,575	119 7%
Insurance	2,255	3,388	(1) -33%	933,780	998,669	(65) -6%	851,416	82 10%
Contracts	244,364	742,175	(498) -67%	3,223,443	3,763,682	(540) -14%	2,178,409	1,045 48%
Rentals	63,128	54,333	9 16%	704,724	716,352	(12) -2%	610,449	94 15%
Printing	11,012	3,099	8 255%	116,588	89,925	27 30%	91,374	25 28%
Motor Vehicle	35,670	22,549	13 58%	280,358	246,052	34 14%	195,192	85 44%
Telephone	9,013	10,703	(2) -16%	106,515	122,112	(16) -13%	113,358	(7) -6%
Equipment Purchase <\$1K	8,337	1,850	6 351%	111,505	82,122	29 36%	87,508	24 27%
Equipment Purchase \$1K to \$5K	(5,519)	-	(6) 0%	105,093	66,664	38 58%	25,573	80 311%
Travel	3,529	11,099	(8) -68%	37,318	56,874	(20) -34%	18,949	18 97%
Dues	17,626	39,701	(22) -56%	320,360	394,333	(74) -19%	234,892	85 36%
Credit Card Fees	77,958	42,618	35 83%	550,645	365,835	185 51%	416,808	134 32%
Bank Fees	43	25	0 70%	943	300	1 214%	499	0 89%
<b>Total Expenditures</b>	<b>3,206,867</b>	<b>3,574,730</b>	<b>(368) -10%</b>	<b>28,189,704</b>	<b>29,201,789</b>	<b>(1,012) -3%</b>	<b>22,294,667</b>	<b>5,895 26%</b>
<b>Net Operating Cash Income</b>	<b>1,689,059</b>	<b>(265,283)</b>	<b>1,954 -737%</b>	<b>10,518,316</b>	<b>1,199,698</b>	<b>9,319 777%</b>	<b>8,162,806</b>	<b>2,356 29%</b>
<b>Board Designated Fund Contributions</b>								
Parking Fee - Fire equipment reserve				175,000.00	175,000.00		175,000.00	
Parking Fee - Water/Sewer Improvements				-	-		250,000.00	
Water/Sewer reserves				424,595.91	188,143.12		320,198.88	
Fire Equipment reserves				58,028.85	30,119.47		148,625.30	
Tourism Development Fund				1,136,953.16	711,236.50		871,516.38	
Beach Village Entertainment Fees - carryover				37,147.52	-		58,115.98	
Public area & Utilities improvement fund				1,252,159.86	216,896.61		1,647,341.64	
<b>Total Board Designated Fund Contributions</b>				<b>3,083,885.30</b>	<b>1,321,395.70</b>		<b>3,470,798.18</b>	
<b>Amount Available for Capital or Cash Reserves</b>				<b>7,434,430.93</b>	<b>(121,697.94) ^</b>		<b>4,692,007.74</b>	
Capital Projects and Equipment (previously approved)				2,989,663.00			2,599,528.48	
Capital Projects and Equipment (current request)				2,442,242.00			1,018,000.00	
<b>Balance Available for Cash Reserves</b>				<b>2,002,525.93</b>			<b>1,074,479.26</b>	

^ - Original budget was \$182,444.04; mid-year budget adjustment approved for additional expenses which changed proposed bottom line to (\$121,697.94)

## June 2022 Traffic Counts

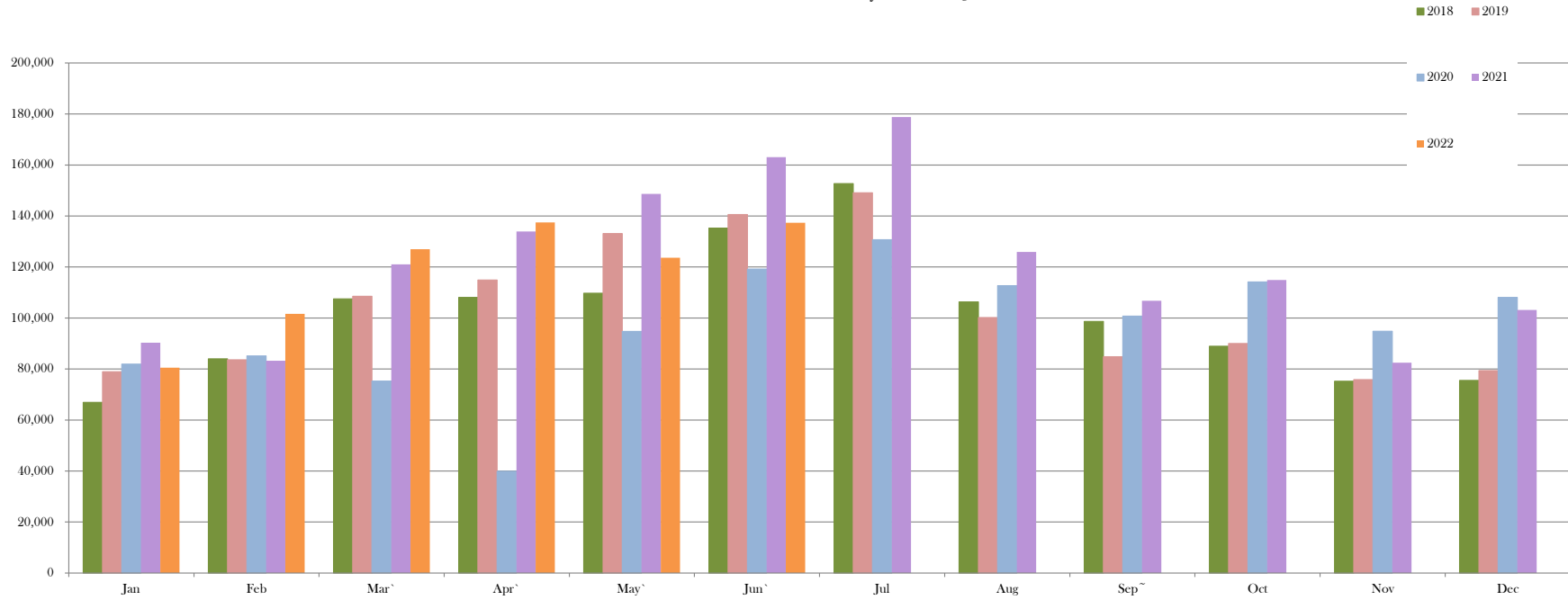
	2018			2019			2020			2021			2022		
	Daily/Weekly	Annual Passes	Total	Daily/Weekly	Annual Passes	Total	Gate Purchase	Pre-purchased	Total	Gate Purchase	Pre-purchased	Total	Gate Purchase	Pre-purchased	Total
January	21,065	45,842	66,907	28,874	50,037	78,911	29,773	52,159	81,932	23,462	66,875	90,337	22,696	57,843	80,539
February	34,326	49,664	83,990	35,010	48,619	83,629	32,646	52,457	85,103	22,609	60,616	83,225	29,766	71,891	101,657
March	51,052	56,444	107,496	51,682	56,865	108,547	27,012	48,279	75,291	39,560	81,491	121,051	36,635	90,333	126,968
April	55,620	52,474	108,094	61,404	53,529	114,933	12,082	27,810	39,892	47,198	86,746	133,944	44,680	92,799	137,479
May	54,547	55,167	109,714	74,194	58,894	133,088	44,891	49,825	94,716	58,179	90,491	148,670	44,071	79,550	123,621
June	79,575	55,657	135,232	82,105	58,479	140,584	51,147	68,042	119,189	60,141	102,896	163,037	58,450	78,894	137,344
July	95,960	56,773	152,733	89,499	59,595	149,094	56,441	74,236	130,677	60,613	118,185	178,798	0	0	0
August	53,639	52,681	106,320	47,501	52,687	100,188	39,096	73,585	112,681	38,368	87,543	125,911	0	0	0
September	49,032	49,651	98,683	37,317	47,518	84,835	34,055	66,662	100,717	34,300	72,468	106,768	0	0	0
October	38,539	50,366	88,905	39,100	50,923	90,023	33,851	80,276	114,127	37,170	77,713	114,883	0	0	0
November	29,468	45,737	75,205	30,173	45,699	75,872	22,914	71,876	94,790	26,069	56,386	82,455	0	0	0
December	30,104	45,436	75,540	31,871	47,504	79,375	29,842	78,215	108,057	37,396	65,769	103,165	0	0	0
Totals	592,927	615,892	1,208,819	608,730	630,349	1,239,079	413,750	743,422	1,157,172	485,065	967,179	1,452,244	236,298	471,310	707,608

LPR system began April 2020

Year to Date Comparison	2018 YTD	2019 YTD	2020 YTD	2021 YTD	2022 YTD
	611,433	659,692	496,123	740,264	707,608



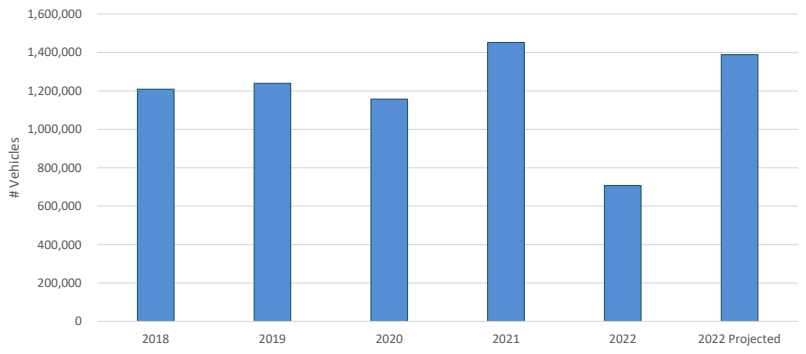
### Gate Traffic Counts by Month - June 2022



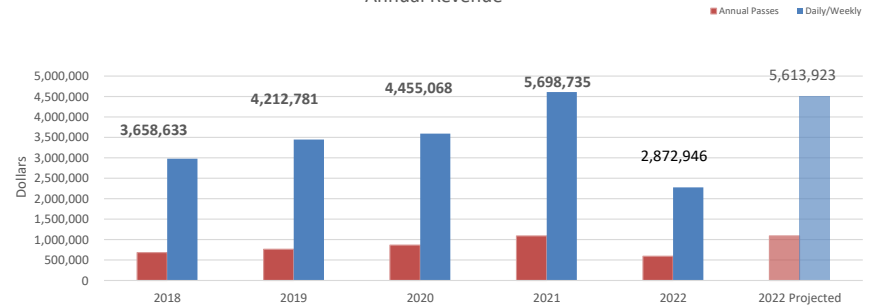
COVID - March 2020 through July 2020 (most significant impact)

~Sept 2019 - Hurricane Dorian

### Annual Traffic Count



### Annual Revenue



JUNE Fiscal Year 2022  
 Combined Revenue for JIA Marketing and ASM Global  
 Jekyll Island Convention Center  
 July 7, 2022

JUNE	FY22	FY2021	FY2020	FY 2019	FY2018	FY2017	FY2016	FY2015	FY2014	FY2013
Events	26	23	18	25	20	24	29	21	22	17
Event Days	56	44	32	46	44	49	51	40	40	52
Attendance	10,345	11,495	9343	15,224	13008	11954	12,853	15,492	14,162	22,713
Revenue	\$757,247 act 438,206 bud	\$613,287	\$420,896	\$595,560	\$576,751	\$461,680	\$437,736	\$357,216	\$410,867	\$371,931
Square FT used	1,026,610	1,011,470	658,110	996,796	N/A	N/A	N/A	N/A	N/A	N/A

Revenue for the month of June 2022 is the highest revenue earned in a single month in our years of operation. GA Career and Technical Education was a first-time convention with more than 1400 attendees and \$187K in spending. They will return 2026. We also rented a record number of park days – 13!

**FUTURE CONTRACTS ISSUED - 3– Estimated revenues \$220,000**

Conventions –2– Anticipated rev of \$120,000  
 Meetings –0–Anticipated revenue 0  
 Banquet –0 – Anticipated revenue  
 Weddings –1– Anticipated revenue 100,000  
 Public Event –0 – Anticipated revenue 0

**PROPOSALS**

CVB –13  
 Westin – 2  
 Cvent- 4  
 ASM site pass -0  
 Meeting planner meetings and site tours (all staff) – 16

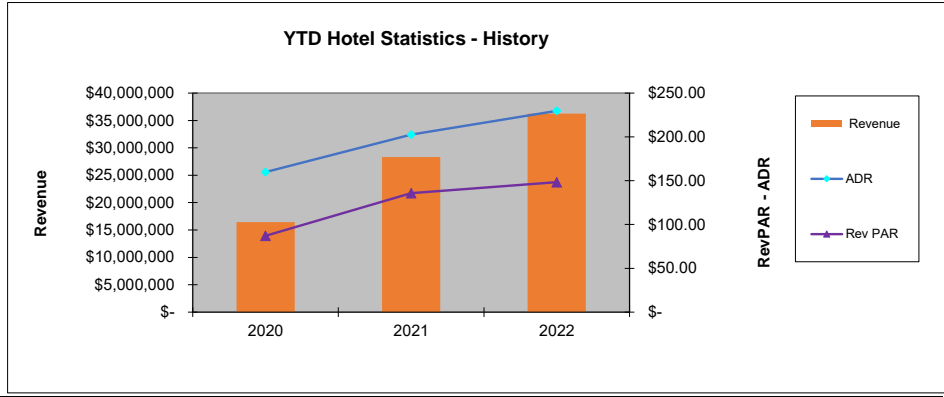
# JEKYLL ISLAND AUTHORITY

## HOTEL OCCUPANCY STATISTICS

Calendar Year to Date - June 2022

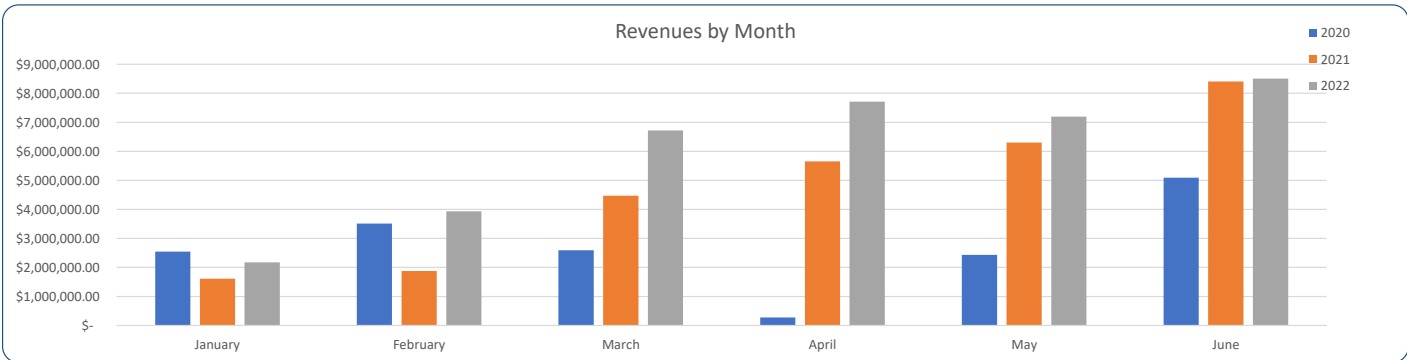
### HOTEL STATISTICS AT-A-GLANCE

<b>2022</b>	
Total Revenue	\$ 36,238,246
Occupancy Rate	64.6%
Rev PAR	\$ 148.35
ADR	\$ 229.74
<b>2021</b>	
Total Revenue	\$ 28,313,869
Occupancy Rate	67.0%
RevPAR	\$ 135.82
ADR	\$ 202.68
<b>2020</b>	
Total Revenue	\$ 16,451,858
Occupancy Rate	54.5%
RevPAR	\$ 87.11
ADR	\$ 159.86



### OCCUPANCY REPORT DETAIL

Hotel	# of Rms	Units Availbl	Units Occpd	Percent Occpd	Average Daily Rate	RevPAR	2022 Room Revenue	2021 Room Revenue	Revenue Variance	
Beachview Club	38	6,586	4,144	62.9%	\$ 228.43	\$ 143.73	946,620	789,217	\$ 157,403	20%
Home2Suites	107	19,367	13,283	68.6%	\$ 212.58	\$ 145.80	2,823,670	2,250,249	\$ 573,421	25%
Holiday Inn Resort	157	28,417	15,634	55.0%	\$ 222.34	\$ 122.32	3,476,005	3,456,324	\$ 19,681	1%
Days Inn & Suites	124	22,169	15,734	71.0%	\$ 184.83	\$ 131.18	2,908,186	2,587,356	\$ 320,829	12%
Courtyard by Marriott/ Residence Inn	209	37,620	22,457	59.7%	\$ 229.70	\$ 137.12	5,158,476	756,031	\$ 4,402,445	582%
Hampton Inn	138	24,978	15,695	62.8%	\$ 212.81	\$ 133.72	3,339,990	2,898,413	\$ 441,577	15%
Jekyll Island Club Resort	200	36,400	23,819	65.4%	\$ 312.13	\$ 204.25	7,434,621	6,438,285	\$ 996,336	15%
Seafarer Inn & Suites	73	12,475	7,077	56.7%	\$ 187.34	\$ 106.28	1,325,801	1,277,823	\$ 47,978	4%
Villas by the Sea	121	14,219	9,519	66.9%	\$ 200.24	\$ 134.05	1,906,118	1,746,312	\$ 159,806	9%
Villas by the Sea - Jekyll Realty	14	2,473	1,649	66.7%	\$ 148.23	\$ 98.84	244,433	204,192	\$ 40,240	20%
Villas by the Sea - Parker Kaufman	26	3,371	2,038	60.5%	\$ 125.51	\$ 75.88	255,792	151,433	\$ 104,359	69%
Westin	200	36,200	26,688	73.7%	\$ 240.50	\$ 177.31	6,418,535	5,758,233	\$ 660,302	11%
<b>2022 Total</b>		<b>244,275</b>	<b>157,737</b>	<b>64.6%</b>	<b>\$ 229.74</b>	<b>\$ 148.35</b>	<b>\$ 36,238,246</b>	<b>\$ 28,313,869</b>	<b>\$ 7,924,377</b>	<b>28.0%</b>
<b>2021 Total</b>		<b>208,471</b>	<b>139,697</b>	<b>67.0%</b>	<b>\$ 202.68</b>	<b>\$ 135.82</b>	<b>\$ 28,313,869</b>			
<b>2020 Total</b>		<b>188,872</b>	<b>102,917</b>	<b>54.5%</b>	<b>\$ 159.86</b>	<b>\$ 87.11</b>	<b>\$ 16,451,858</b>			



---

---

MEMORANDUM

---

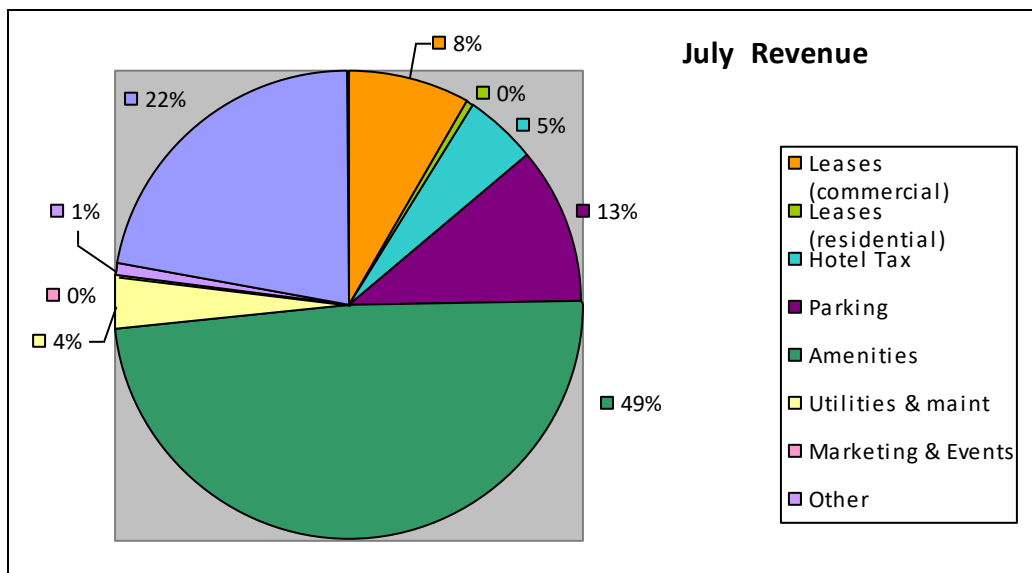
---

**TO:** FINANCE COMMITTEE  
**FROM:** MARJORIE JOHNSON  
**SUBJECT:** JULY FINANCIAL STATEMENTS  
**DATE:** 8/13/2022

---

## Revenues

Revenues for July were \$6,384,497 which reflects a favorable \$499K (8%) variance from budget. Revenues reflect a favorable \$679K (12%) variance from the prior year to date revenues.



The largest variances for the month were:

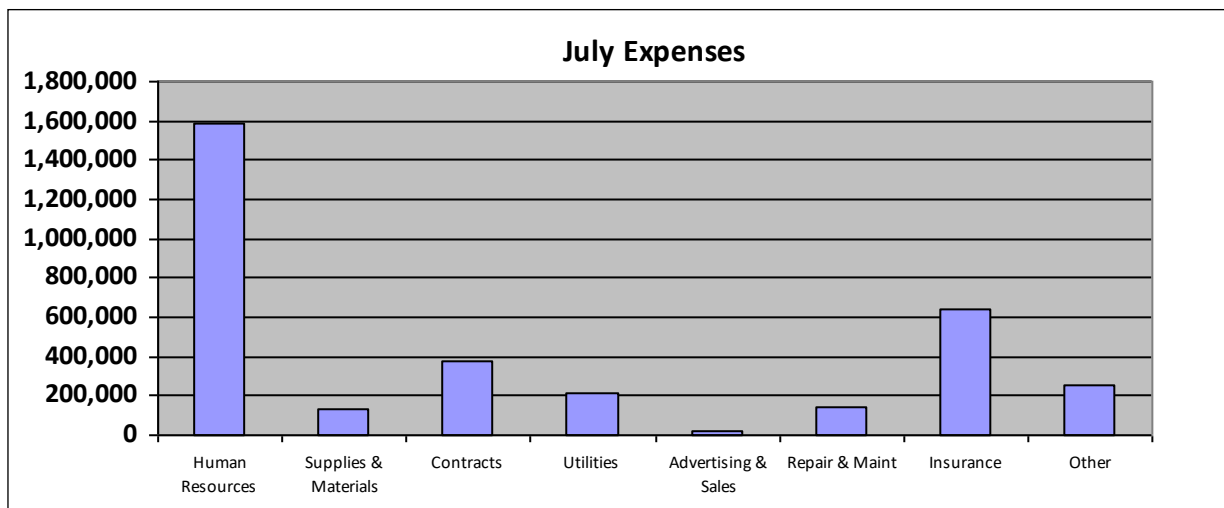
- Summer Waves (+\$259K) – The weather was in our favor for waterpark visitation this month – hot and mostly dry. The new slide and the new cabanas have been a great addition to the park this season.
- Convention Center (+\$240K) – A new revenue record was set for the month of July. All our groups are continuing to experience a boost in attendance. GAEL, for example, had over 1600 attendees this year which increased their revenues by about \$50K this year. We also had a Hindu wedding that was budgeted at \$86K and with their increased attendance, their bill was \$160K, which was almost double the amount budgeted.

## Expenses

Expenses were \$3,366,944 for July and reflected a favorable budget variance of \$146K (4%) for the month. Expenses reflected an unfavorable \$654K (24%) variance from Prior Year to Date expenses.

The largest budget variances for the month were:

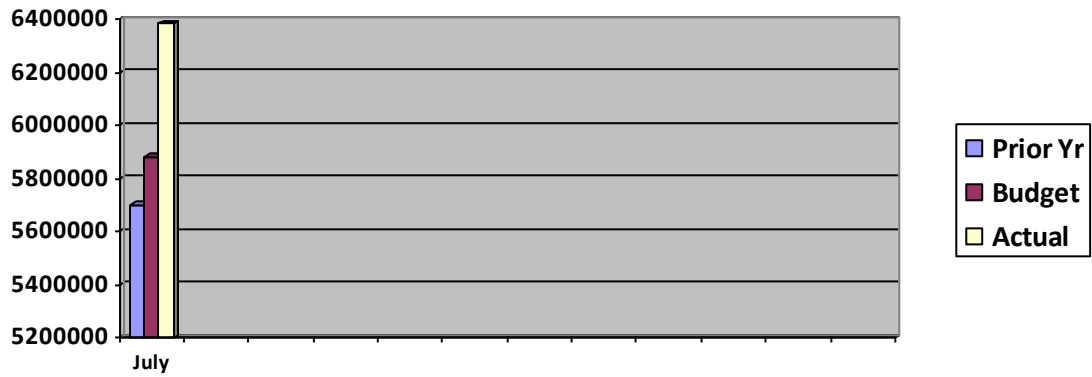
- Human Resources (-\$132K) – vacant positions – full and part time.
- Supplies & Materials (-\$31K) and Insurance (-\$31K), both reflect favorable budget variances in July. These are assumed to be timing related variances since it is the first month of the fiscal year.



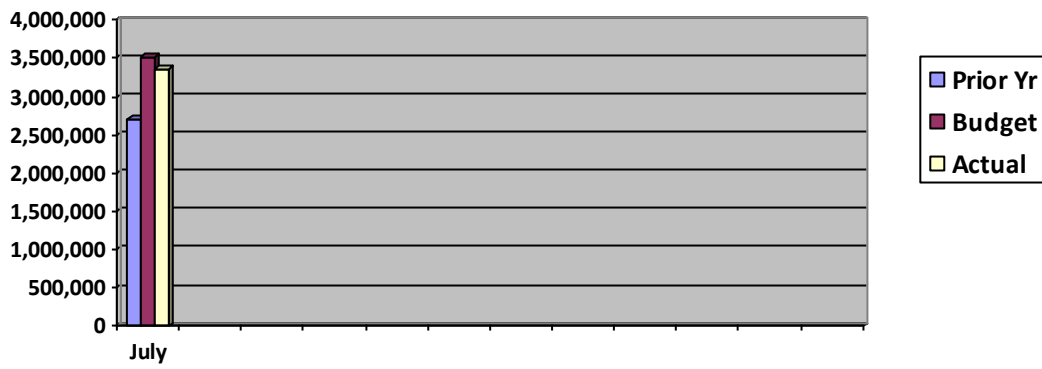
## Net Operating Cash

The Net Operating Cash Income for the month is \$3,017,553, which is a \$645K favorable variance from the budgeted net operating cash income of \$2,372,209. Net Operating Cash Income reflects a favorable \$25K variance from prior year to date income.

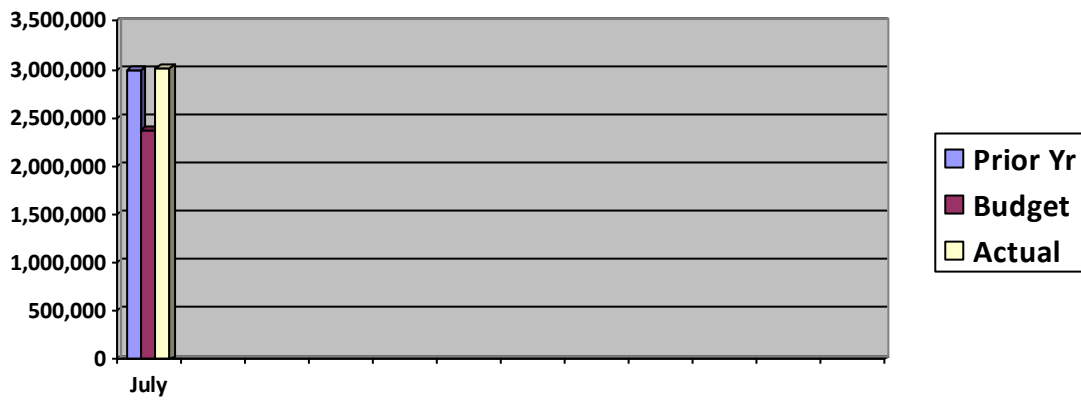
### Total Revenues



### Total Expenses



### Net Operating Cash



Jekyll Island Authority  
CONSOLIDATED BUDGET COMPARISON  
For the One Month Ending July 31, 2022

	MONTH	MONTH	BUDGET		YTD	YTD	BUDGET		PRIOR	VARIANCE	
	ACTUAL	BUDGET	VARIANCE	%	ACTUAL	BUDGET	VARIANCE	%	YEAR	ACTUAL	VARIANCE
			(000's)	%			(000's)	%		(000's)	%
<b>Revenues</b>											
<b>Administration</b>											
Business Leases	539,504	520,903	19	4%	539,504	520,903	19	4%	480,095	59	12%
Hotel Tax	224,280	194,851	29	15%	224,280	194,851	29	15%	197,046	27	14%
Tourism Development Fund	96,120	83,507	13	15%	96,120	83,507	13	15%	84,448	12	14%
Parking	687,234	739,161	(52)	-7%	687,234	739,161	(52)	-7%	751,431	(64)	-9%
Interest	6,708	700	6	858%	6,708	700	6	858%	710	6	844%
Lot Rentals	28,535	11,000	18	159%	28,535	11,000	18	159%	39,481	(11)	-28%
Foundation	423	2,128	(2)	-80%	423	2,128	(2)	-80%	-	0	0%
Airport	1,479	1,717	(0)	-14%	1,479	1,717	(0)	-14%	1,712	(0)	-14%
Administration revenue	26,598	7,986	19	233%	26,598	7,986	19	233%	17,502	9	52%
Intern Housing	5,270	3,080	2	71%	5,270	3,080	2	71%	4,700	1	12%
<b>Total Administration</b>	<b>1,616,150</b>	<b>1,565,034</b>	<b>51</b>	<b>3%</b>	<b>1,616,150</b>	<b>1,565,034</b>	<b>51</b>	<b>3%</b>	<b>1,577,127</b>	<b>39</b>	<b>2%</b>
<b>Enterprises</b>											
Golf	208,935	214,267	(5)	-2%	208,935	214,267	(5)	-2%	192,951	16	8%
Convention Center	847,569	607,336	240	40%	847,569	607,336	240	40%	530,679	317	60%
McCormick's Grill	-	-	-	0%	-	-	-	0%	1,517	(2)	-100%
Summer Waves	1,299,553	1,040,894	259	25%	1,299,553	1,040,894	259	25%	907,736	392	43%
Campground	134,795	204,567	(70)	-34%	134,795	204,567	(70)	-34%	210,639	(76)	-36%
Life is Good	43,251	40,387	3	7%	43,251	40,387	3	7%	53,952	(11)	-20%
Museum	101,519	91,618	10	11%	101,519	91,618	10	11%	101,063	0	0%
Georgia Sea Turtle Center	384,447	388,685	(4)	-1%	384,447	388,685	(4)	-1%	457,160	(73)	-16%
Conservation	1,347	1,700	(0)	-21%	1,347	1,700	(0)	-21%	1,209	0	11%
Miniature Golf & Bikes	64,682	58,602	6	10%	64,682	58,602	6	10%	85,297	(21)	-24%
Water/Wastewater	170,589	162,433	8	5%	170,589	162,433	8	5%	174,256	(4)	-2%
Sanitation	46,038	44,876	1	3%	46,038	44,876	1	3%	47,413	(1)	-3%
Fire Department	1,422,742	1,413,971	9	1%	1,422,742	1,413,971	9	1%	1,319,368	103	8%
Tennis	6,775	8,236	(1)	-18%	6,775	8,236	(1)	-18%	7,993	(1)	-15%
Marketing, Special Events & Sales	750	650	0	15%	750	650	0	15%	454	0	65%
Guest Information Center	17,909	18,945	(1)	-5%	17,909	18,945	(1)	-5%	21,942	(4)	-18%
Camp Jekyll & Soccer Fields	16,257	22,381	(6)	-27%	16,257	22,381	(6)	-27%	12,011	4	35%
Landscaping, Roads & Trails	507	500	0	1%	507	500	0	1%	2,134	(2)	-76%
Facility Maintenance	679	-	1	0%	679	-	1	0%	-	1	0%
Golf Course Maintenance	-	-	-	0%	-	-	-	0%	234	(0)	-100%
<b>Total Enterprises</b>	<b>4,768,346</b>	<b>4,320,048</b>	<b>448</b>	<b>10%</b>	<b>4,768,346</b>	<b>4,320,048</b>	<b>448</b>	<b>10%</b>	<b>4,128,009</b>	<b>640</b>	<b>16%</b>
<b>Total Revenues</b>	<b>6,384,497</b>	<b>5,885,082</b>	<b>499</b>	<b>8%</b>	<b>6,384,497</b>	<b>5,885,082</b>	<b>499</b>	<b>8%</b>	<b>5,705,136</b>	<b>679</b>	<b>12%</b>

	MONTH	MONTH	BUDGET		YTD	YTD	BUDGET		YEAR	VARIANCE	
	ACTUAL	BUDGET	VARIANCE	%	ACTUAL	BUDGET	VARIANCE	%	ACTUAL	VARIANCE	%
			(000's)	%			(000's)	%		(000's)	%
<b>Expenses</b>											
Human Resources	1,581,927	1,713,807	(132)	-8%	1,581,927	1,713,807	(132)	-8%	1,199,577	382	32%
Supplies & Materials	131,396	162,869	(31)	-19%	131,396	162,869	(31)	-19%	76,063	55	73%
Advertising & Sales	25,050	40,529	(15)	-38%	25,050	40,529	(15)	-38%	13,854	11	81%
Repairs - Facilities & Grounds	102,620	100,163	2	2%	102,620	100,163	2	2%	132,880	(30)	-23%
Utilities	206,042	178,500	28	15%	206,042	178,500	28	15%	179,489	27	15%
Insurance	644,911	675,807	(31)	-5%	644,911	675,807	(31)	-5%	609,802	35	6%
Contracts	371,702	349,974	22	6%	371,702	349,974	22	6%	252,128	120	47%
Rentals	62,628	58,878	4	6%	62,628	58,878	4	6%	49,892	13	26%
Printing	856	5,969	(5)	-86%	856	5,969	(5)	-86%	5,522	(5)	-85%
Motor Vehicle	36,493	26,280	10	39%	36,493	26,280	10	39%	22,913	14	59%
Telephone	8,960	9,919	(1)	-10%	8,960	9,919	(1)	-10%	9,473	(1)	-5%
Equipment Purchase <\$1K	10,075	5,659	4	78%	10,075	5,659	4	78%	11,419	(1)	-12%
Equipment Purchase \$1K to \$5K	20,323	25,650	(5)	-21%	20,323	25,650	(5)	-21%	4,680	16	334%
Travel	1,603	3,125	(2)	-49%	1,603	3,125	(2)	-49%	1,152	0	39%
Dues	96,294	92,271	4	4%	96,294	92,271	4	4%	87,727	9	10%
Credit Card Fees	65,980	63,472	3	4%	65,980	63,472	3	4%	56,253	10	17%
Bank Fees	84	-	0	0%	84	-	0	0%	-	0	0%
<b>Total Expenditures</b>	<b>3,366,944</b>	<b>3,512,872</b>	<b>(146)</b>	<b>-4%</b>	<b>3,366,944</b>	<b>3,512,872</b>	<b>(146)</b>	<b>-4%</b>	<b>2,712,825</b>	<b>654</b>	<b>24%</b>
<b>Net Operating Cash Income **</b>	<b>3,017,553</b>	<b>2,372,209</b>	<b>645</b>	<b>27%</b>	<b>3,017,553</b>	<b>2,372,209</b>	<b>645</b>	<b>27%</b>	<b>2,992,311</b>	<b>25</b>	<b>1%</b>

\*\* Does not include depreciation or capital projects



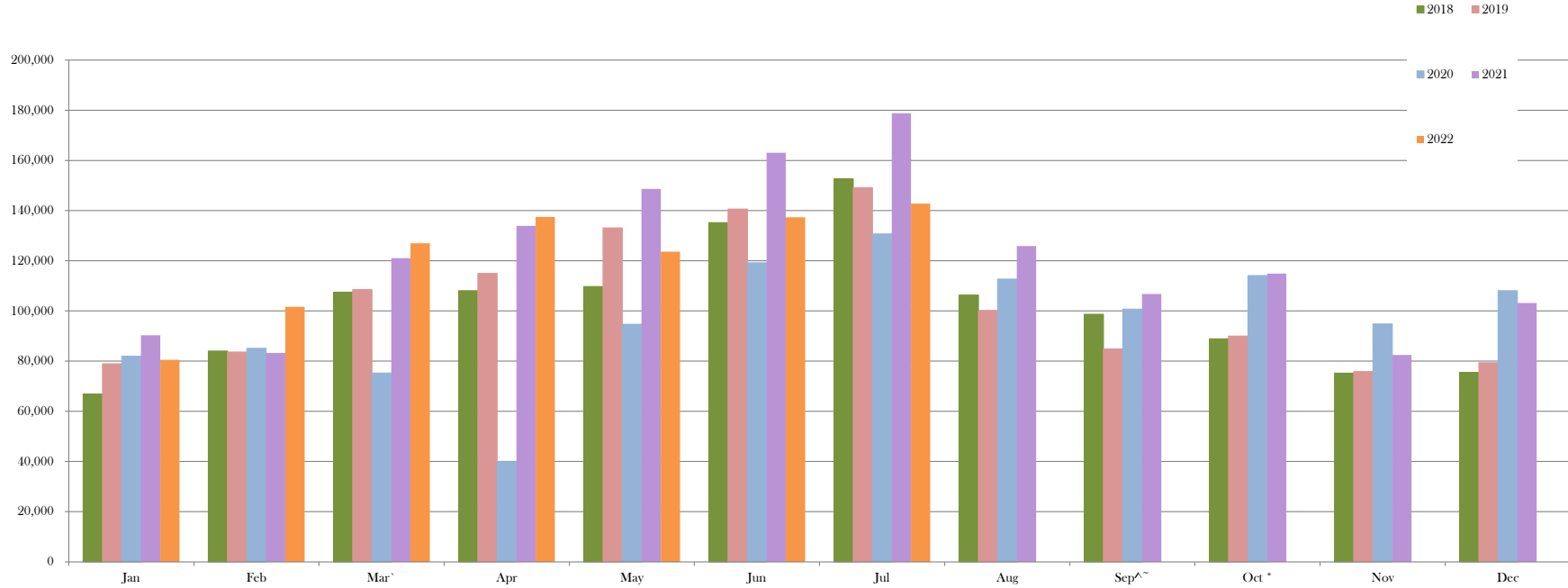
## July 2022 Traffic Counts

	2018			2019			2020			2021			2022		
	Daily/Weekly	Annual Passes	Total	Daily/Weekly	Annual Passes	Total	Gate Purchase	Pre-purchased	Total	Gate Purchase	Pre-purchased	Total	Gate Purchase	Pre-purchased	Total
January	21,065	45,842	66,907	28,874	50,037	78,911	29,773	52,159	81,932	23,462	66,875	90,337	22,696	57,843	80,539
February	34,326	49,664	83,990	35,010	48,619	83,629	32,646	52,457	85,103	22,609	60,616	83,225	29,766	71,891	101,657
March	51,052	56,444	107,496	51,682	56,865	108,547	27,012	48,279	75,291	39,560	81,491	121,051	36,635	90,333	126,968
April	55,620	52,474	108,094	61,404	53,529	114,933	12,082	27,810	39,892	47,198	86,746	133,944	44,680	92,799	137,479
May	54,547	55,167	109,714	74,194	58,894	133,088	44,891	49,825	94,716	58,179	90,491	148,670	44,071	79,550	123,621
June	79,575	55,657	135,232	82,105	58,479	140,584	51,147	68,042	119,189	60,141	102,896	163,037	58,450	78,894	137,344
July	95,960	56,773	152,733	89,499	59,595	149,094	56,441	74,236	130,677	60,613	118,185	178,798	62,840	79,953	142,793
August	53,639	52,681	106,320	47,501	52,687	100,188	39,096	73,585	112,681	38,368	87,543	125,911	0	0	0
September	49,032	49,651	98,683	37,317	47,518	84,835	34,055	66,662	100,717	34,300	72,468	106,768	0	0	0
October	38,539	50,366	88,905	39,100	50,923	90,023	33,851	80,276	114,127	37,170	77,713	114,883	0	0	0
November	29,468	45,737	75,205	30,173	45,699	75,872	22,914	71,876	94,790	26,069	56,386	82,455	0	0	0
December	30,104	45,436	75,540	31,871	47,504	79,375	29,842	78,215	108,057	37,396	65,769	103,165	0	0	0
Totals	592,927	615,892	1,208,819	608,730	630,349	1,239,079	413,750	743,422	1,157,172	485,065	967,179	1,452,244	299,138	551,263	850,401

LPR system began April 2020

Year to Date Comparison	2018 YTD	2019 YTD	2020 YTD	2021 YTD	2022 YTD
	764,166	808,786	626,800	919,062	850,401

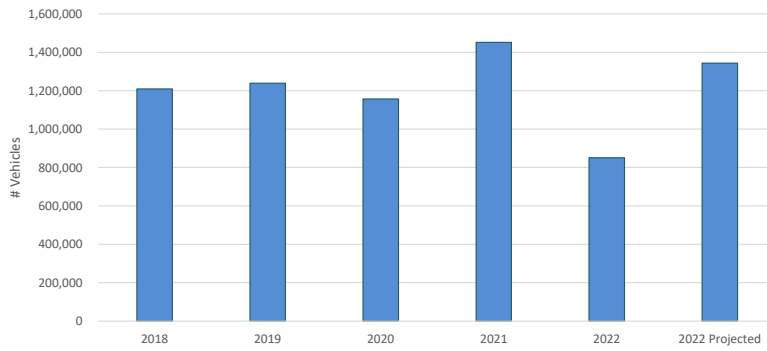
### Gate Traffic Counts by Month - July 2022



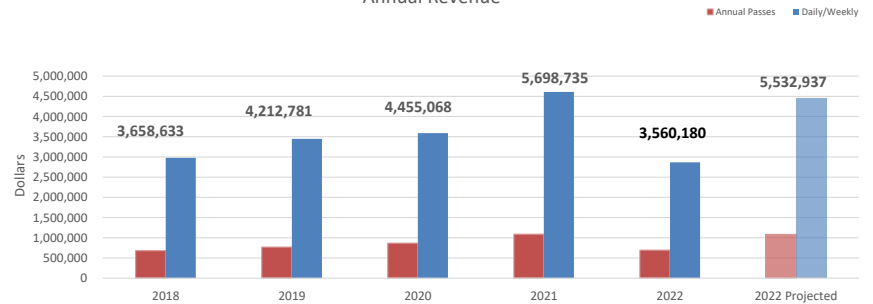
COVID - March 2020 through July 2020 (most significant impact)

^Sep 2017 - Hurricane Irma  
 ~Sept 2019 - Hurricane Dorian

### Annual Traffic Count



### Annual Revenue



Aug 5, 2022  
 Jekyll Island Convention Center ASM and JIA Combined  
 JULY 2022 Financial Review

JULY	FY2023	FY22	FY21	FY20	FY19	FY18	FY17	FY16	FY15	FY14
Number of Events	14	19	0	27	22	21	22	21	11	11
Event Days	47	39	0	54	41	43	38	51	38	47
Attendance	14,960	10130	0	18,764	15,746	14,413	21493	30,241	24,214	19,304
Revenue	\$915,168act 699,950bud	\$575,001 \$420,285	0	\$744,051	\$510,802	\$564,380	\$598,922	\$643,239	\$450,534	\$395,552
Square feet utilized	933,810	686,460	0	1,016,540	N/A	N/A	N/A	N/A	N/A	N/A

Revenues for July hit new records. All our groups are continuing to experience a boost in attendance. GAEL for example was over 1600 attendees, increasing their F&B to \$270K from an average of \$210-230K. We had a Hindu wedding that was budgeted at \$86K and due to increased attendance, their final bill was \$160K.

**FUTURE Contracts Issued – 14 estimated revenue - \$655,000**

Conventions –9– Anticipated rev of \$553,000  
 Meetings –0 –Anticipated revenue 0  
 Banquet –2 – Anticipated revenue \$17,500  
 Weddings – 2– Anticipated revenue \$85,000  
 Public Event – 0- Anticipated revenue \$0

**PROPOSALS**

CVB –11 Westin – 2 Cvent-8 Combined site and planning meeting with all staff – 17

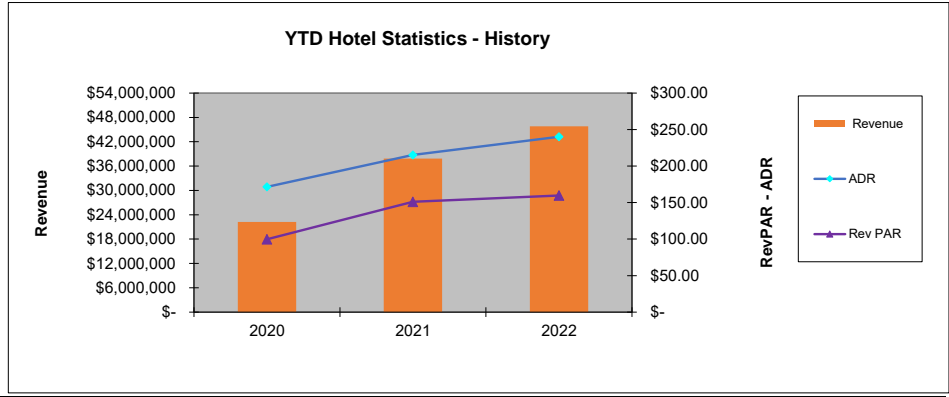
# JEKYLL ISLAND AUTHORITY

## HOTEL OCCUPANCY STATISTICS

Calendar Year to Date - July 2022

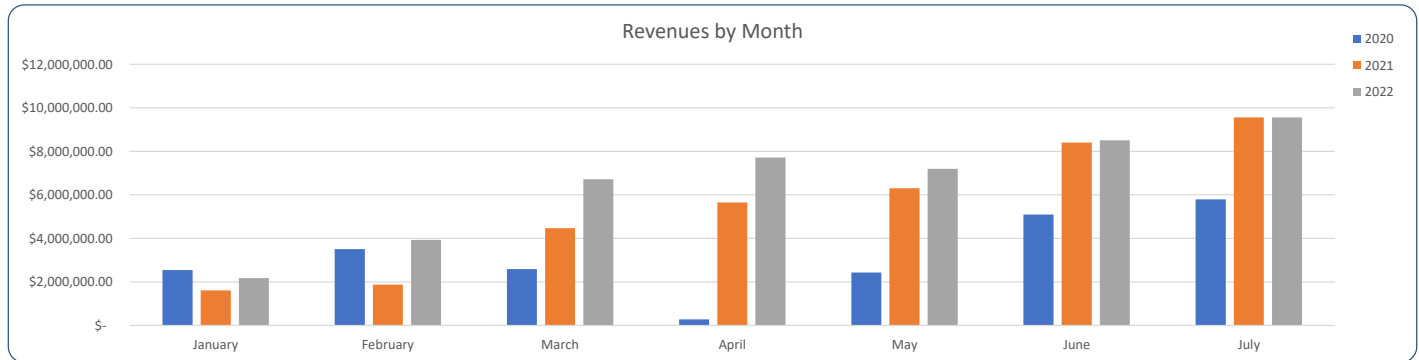
### HOTEL STATISTICS AT-A-GLANCE

<b>2022</b>		
Total Revenue	\$	45,796,288
Occupancy Rate		66.5%
Rev PAR	\$	159.71
ADR	\$	240.17
<b>2021</b>		
Total Revenue	\$	37,876,245
Occupancy Rate		70.2%
RevPAR	\$	151.15
ADR	\$	215.38
<b>2020</b>		
Total Revenue	\$	22,246,238
Occupancy Rate		58.2%
RevPAR	\$	99.77
ADR	\$	171.53



### OCCUPANCY REPORT DETAIL

Hotel	# of Rms	Units Availbl	Units Occpd	Percent Occpd	Average Daily Rate	RevPAR	2022 Room Revenue	2021 Room Revenue	Revenue Variance	
Beachview Club	38	7,764	4,977	64.1%	\$ 240.56	\$ 154.21	1,197,250	1,044,939	\$ 152,311	15%
Home2Suites	107	22,684	15,625	68.9%	\$ 218.39	\$ 150.43	3,412,351	2,922,135	\$ 490,216	17%
Holiday Inn Resort	157	33,284	19,323	58.1%	\$ 240.05	\$ 139.36	4,638,530	4,737,120	\$ (98,590)	-2%
Days Inn & Suites	124	25,919	18,615	71.8%	\$ 196.41	\$ 141.06	3,656,260	3,456,203	\$ 200,057	6%
Courtyard by Marriott/ Residence Inn	209	44,099	27,533	62.4%	\$ 238.37	\$ 148.82	6,562,978	2,114,257	\$ 4,448,721	210%
Hampton Inn	138	29,256	19,067	65.2%	\$ 219.12	\$ 142.81	4,177,958	3,927,053	\$ 250,905	6%
Jekyll Island Club Resort	200	42,600	28,114	66.0%	\$ 324.68	\$ 214.27	9,127,918	7,683,799	\$ 1,444,119	19%
Seafarer Inn & Suites	73	14,547	8,676	59.6%	\$ 199.58	\$ 119.03	1,731,551	1,746,375	\$ (14,824)	-1%
Villas by the Sea	121	17,133	11,870	69.3%	\$ 213.29	\$ 147.77	2,531,800	2,303,391	\$ 228,409	10%
Villas by the Sea - Jekyll Realty	18	3,031	2,140	70.6%	\$ 164.51	\$ 116.15	352,062	305,130	\$ 46,932	15%
Villas by the Sea - Parker Kaufman	24	4,022	2,618	65.1%	\$ 138.19	\$ 89.95	361,780	218,658	\$ 143,122	65%
Westin	200	42,400	32,128	75.8%	\$ 250.43	\$ 189.76	8,045,849	7,417,184	\$ 628,665	8%
<b>2022</b>	<b>Total</b>	<b>286,739</b>	<b>190,686</b>	<b>66.5%</b>	<b>\$ 240.17</b>	<b>\$ 159.71</b>	<b>\$ 45,796,288</b>	<b>\$ 37,876,245</b>	<b>\$ 7,920,043</b>	<b>20.9%</b>
<b>2021</b>	<b>Total</b>	<b>250,586</b>	<b>175,856</b>	<b>70.2%</b>	<b>\$ 215.38</b>	<b>\$ 151.15</b>	<b>\$ 37,876,245</b>			
<b>2020</b>	<b>Total</b>	<b>222,969</b>	<b>129,690</b>	<b>58.2%</b>	<b>\$ 171.53</b>	<b>\$ 99.77</b>	<b>\$ 22,246,238</b>			



2020 - Impacts from COVID-19 from March - July

---

---

MEMORANDUM

---

---

**TO:** FINANCE COMMITTEE  
**FROM:** JONES HOOKS, EXECUTIVE DIRECTOR & MARJORIE JOHNSON, CHIEF ACCOUNTING OFFICER  
**SUBJECT:** FY 2022 CAPITAL EQUIPMENT AND PROJECTS REQUESTS  
**DATE:** 8/11/2022

---

Upon completion and reconciliation of Fiscal Year 2022-year end financials, \$4,444,767.93 remained in net income after all designated fund contributions and previously approved capital equipment and projects requests.

**If the staff's capital projects recommendations are approved, a contribution of \$2,002,525.93 would be made to JIA cash reserves.**

After reviewing our current capital needs, the executive staff is hereby requesting funding of \$2,442,242.00 for capital equipment and projects to be paid from the FY2022 operating funds.

Please see the attached list of projects to be funded from FY2022 operating income.

In addition, the staff is requesting approval for capital equipment and projects from the Fire Equipment Fund, Water/Wastewater Fund and the Public Improvement Funds as detailed on the attached spreadsheet and summarized below.

Summary of Funding sources of Capital Equipment and Projects requests:

Current year funds	\$2,442,242.00
Water/Wastewater Reserves	\$54,000.00
Fire Equipment Fund	\$61,353.00
Public Improvement Fund	\$583,727.88

## Year-End Capital Equipment and Projects Requests FY2022

	Amount	Comments
<b>Operating Income available 06/30/2022</b>	<b>\$ 4,444,767.93</b>	Amount available after designated fund contributions and previously approved capital
<b>Capital equipment and Projects requests from FY2022 Operating Funds:</b>		
<b>Convention Center:</b>		
Reach-In Refrigerator	8,400.00	Refrigerator for Ben Porter Prep kitchen (replacement)
Building Upgrades	130,000.00	Door hardware, mirrors, lighting, etc
Outdoor sign	100,000.00	Upgrade/replace outdoor sign at entrance of Convention Center
Convention Center HVAC Module Replacement	384,192.00	Current HVAC needs significant work; this would complete phase I and II of this project
Scissor Lift at Convention Center	15,000.00	Purchase would be more economical than renting; equipment is used almost daily
<b>Golf Course:</b>		
New Pump for Irrigation Well - Oleander Golf Course - Hole #4	42,250.00	Current pump and shaft failed - must be replaced
Golf Course re-design	500,000.00	Additional funding for re-design of 1 golf course
Mowers (2) - Golf Course (2 @ \$15,500, 2 chargers @ \$1.1K, install \$2.5K)	35,700.00	Replacement equipment for the driving range
Pickers (2) - Golf Course (2 @ \$19K, 2 chargers @ \$1.1K, install \$2.5K)	42,700.00	Replacement equipment for the driving range
<b>Summer Waves:</b>		
Nature's Revenge Third Slide - Summer Waves	340,000.00	Add 3rd slide to ride; originally planned for 3 slides, but only 2 were installed
Man-O-War, Splash Pad expansion and Cabanas	195,000.00	Seating, concrete walkways, etc to complete the project - over budget
Replace pumps - Lazy River	18,000.00	Complete Lazy River pump change outs
Cabanas (6-8)	50,000.00	Add 6-8 more cabanas at Summer Waves (includes furniture for cabanas)
Spray cannon in Splash Pad area - Summer Waves	9,000.00	Replace current cannon with more small child friendly option
<b>Campground:</b>		
Gas or Electric golf cart or UTV for Campground	14,000.00	Replace gas cart that is beyond repair
Pave campground roads	100,000.00	Pave remainder of Campground roads
<b>Public Safety:</b>		
Public Safety Complex - additional site work	100,000.00	Additional funding needed to raise elevation on site
Ladder Truck	100,000.00	Additional funding for purchase of ladder truck
<b>Guest Information Center:</b>		
Septic tank replacement - Guest Information Center	14,000.00	Emergency replacement - cost to be shared with GSP (total estimated cost \$35K)
<b>Life is Good:</b>		
Store Updates	25,000.00	Building Improvements
<b>Georgia Sea Turtle Center:</b>		
Chemistry machine	18,000.00	Currently have to ship blood samples out for testing; would be more efficient if we did it in-house
<b>ADA Improvements:</b>		
ADA ramp replacements	60,000.00	Replace ramps at 3 Pier Road cottages (combination of poured concrete and pressure treated wood)
<b>Other equipment:</b>		
Lull Type All Terrain Forklift	65,000.00	Used by all departments; we are currently renting the equipment as needed
Credit Card machine replacements (in store and hand helds)	20,000.00	Current machines are old and need to be replaced (25 machines at \$800 each)
Additional Cameras for security	31,000.00	Add security cameras to new slide area; warehouse and other areas to fill in gaps in viewing areas

Wheel-lift style wrecker body - Vehicle Maintenance	25,000.00	Due to newer vehicle models older style wrecker is not suitable
	<u>2,442,242.00</u>	<b>Total Current equipment and projects requests from FY2022 Operating Income</b>
<b>Balance remaining after current capital equipment &amp; projects</b>	<u><b>\$ 2,002,525.93</b></u>	<b>Amount to be contributed to Cash Reserves from FY2022</b>

<b>Requests from Water/Wastewater Funds</b>		
<b>Water/Wastewater Funds Available 06/30/2022</b>	\$ 276,455.14	Amount available after previously approved capital equipment and projects
Lift Station #5 pump and fittings (20hp pump \$15K, valves & fittings \$6K)	21,000.00	Replace pump, valves and fittings
Lift Station #15 pump and fittings (10hp pump \$13K, valves & fittings \$5K)	18,000.00	Replace pump, valves and fittings
Fire Hydrants (3@ \$3K each, pipe & fittings \$6K)	15,000.00	Replace 3 fire hydrants
	<u>54,000.00</u>	<b>Total Current requests to be funded from Water/Wastewater Funds</b>
<b>Remaining Water/Wastewater Funds Available after current request</b>	\$ 222,455.14	

<b>Requests from Fire Equipment Funds</b>		
<b>Fire Equipment Funds Available 06/30/2022</b>	\$ 147,312.99	Amount available after previously approved capital equipment and projects
Turnout Geat replacement - 12 sets	32,853.00	Current gear is past 10 year recommended useful life; applied for grant, but did not receive it
ATV Side by Side	28,500.00	Used for response to or transport from remote areas; would replace current ATV
	<u>61,353.00</u>	<b>Total Current requests to be funded from Fire Equipment Funds</b>
<b>Remaining Fire Equipment Funds Available after current request</b>	\$ 85,959.99	

<b>Requests from Public Improvement Funds</b>		
<b>Public Improvement Funds Available 06/30/2022</b>	\$ 584,072.26	Amount available after previously approved capital equipment and projects
Aluminum tables for new greenhouse	24,560.00	Metal tables will last longer than the wood ones, saving money in the long run
Concrete foundation for new greenhouse & potting shed	39,954.00	Tried to save current foundation, but it did not work - need to replace
LMIG matching funds for Paving and Stormwater	100,000.00	Beachview paving, repair dips in the road
FEMA 406 Mitigation 25% Matching Funds	100,000.00	Canal at the tree-way stop
Boat Ramp pervious Improvements - DNR Matching funds	15,000.00	Cost is for materials; DNR will cover labor as part of the grant
Buffalo Blower	16,650.00	Used by Roads & Grounds and Golf Course Maintenance
Fire Suppression quick response trailer and portable fire extinguishers	10,813.88	Will be used by Conservation and Fire Department for wildfires and prescribed fires
Beach wheelchairs (2)	5,500.00	Replace beach wheel chair that was stolen and one that is 4 years old
Gravelly lawn mower - Landscaping	8,700.00	Additional mower for reorganized mow crews
Golf Cart - Park Services	5,000.00	Possibly obtain when golf lease goes out
930M Wheel Loader	257,550.00	Will replace 910 loader that was built in 1991; equipment is used frequently
	<u>583,727.88</u>	<b>Total Current requests to be funded from Public Improvement Funds</b>
<b>Remaining Public Improvement Funds Available after current request</b>	\$ 344.38	

---

---

**MEMORANDUM**

---

---

**TO:** FINANCE COMMITTEE  
**FROM:** NOEL JENSEN, DEPUTY EXECUTIVE DIRECTOR  
**SUBJECT:** UGA MARINE EXTENSION AND GEORGIA SEA GRANT FOR JEKYLL ISLAND  
PUBLIC SAFETY COMPLEX GREEN INFRASTRUCTURE  
**DATE:** **8/9/2022**

---

On 7/28/2022, Marine Extension and Georgia Sea Grant Stormwater Specialist, Jessica T. Brown, presented JIA staff with a proposal to accept a \$50,000.00 grant for stormwater infrastructure at the Public Safety Complex site.

Per proposal, the scope of work Jekyll Island Authority (JIA) will work with their contractors (TBD) and UGA Marine Extension and Georgia Sea Grant (UGA) to install an enhanced wet swale/bioswale demonstration project at the Jekyll Island Public Safety Campus. JIA has already been engaged in designs for the campus and has interest in continuing our commitment to environmental stewardship and demonstrating innovative solutions to stormwater management using green infrastructure.

Services to be provided by JIA:

- Coordination of Engineering design in accordance with Georgia Stormwater Management Manual and Coastal Stormwater Supplement design guidance recommendations (to be shared with UGA)
- Photos from site visits and during construction or photo access for UGA
- Construction contractor coordination
- Construction oversight and site inspection reports
- Education signage purchasing, coordination with UGA for signage development
- Input for outreach materials to be used in sharing about the project
- Arrangement for records of inspections and maintenance
- A minimum of one field tour post construction
- In-kind match of \$50,000.00 or greater

Staff hereby requests acceptance of this grant from UGA Marine Extension and Georgia Sea Grant in the amount of \$50,000.00 and to provide JIA matching funds of \$50,000.00 for completion of the project listed above.





GEORGIA STATE FINANCING AND INVESTMENT COMMISSION  
STATE ADA COORDINATOR'S OFFICE

Second Floor  
270 Washington Street  
Atlanta, Georgia 30334  
(404) 657-7313 (Phone)  
(404) 657-9993 (TTY)

August 2<sup>nd</sup>, 2022

C. Jones Hooks  
Executive Director  
Jekyll Island Authority  
P.O. Box 13002  
Jekyll Island, GA 31527

**Re: ADA Allocation for Jekyll Island Authority – FY23**

Dear Executive Director Hooks,

The Georgia State Financing and Investment Commission's - State ADA Coordinator's Office has approved funding for ADA related facility improvements for the Jekyll Island Authority ("Authority") in the amount of \$420,000.00 (four hundred twenty thousand dollars) for ADA projects enumerated in Attachment A of this letter. The Authority will administer the contract(s). Our offer is under the terms and conditions set forth herein below.

1. Amount of Reimbursement. - The total amount of the present commitment shall not exceed the total sum of \$ 420,000.00.
2. Payment. - All payment requests must be submitted under cover of the attached "Request for Reimbursement" form. Payment by the Georgia State Financing and Investment Commission ("Commission") will be made upon receipt of reimbursement requests from the Authority. Payments will be made directly to reimburse the agency for payments made to the contractor(s). All expenses must be categorized on the attached "Request for Reimbursement" form and accompanied by a cover letter from the facility director describing the project request at the facility where the work is being performed, a copy of the contractor's application of payment, appropriate invoices and cancelled check or certification from the Authority that the contractor was paid as supporting documentation. Design services will be reimbursed in the same way.
3. Registered Consultant. - If the cost of the project exceeds the amount established by law requiring the services of a consultant, The Authority shall engage the services of a registered consultant in the design of the work. Selection of the consultant shall be in accordance with the selection process established in Section 50-22 of the Code of Georgia.
4. Responsibility for good workmanship. - The Authority assumes full responsibility for the performance of the work in good workmanlike manner in compliance with all applicable codes and safety and public health regulations.
5. Award of Contracts. - The Authority shall provide the Commission with a copy of the letter of award for the project.
6. The Authority shall provide the State ADA Coordinator's Office with a contact person for the project (and notify in writing State ADA Coordinator's Office of any change of contact person). Upon request, the Authority shall provide the State ADA Coordinator's Office with project updates.

7. The Senior ADA Architect is assigned to the project for project overview including the receipt of all reimbursement requests. The Senior ADA Architect reserves the right to conduct onsite accessibility reviews of work as it is being performed and/or once the work is completed.
8. Any request for payment which modifies this letter (even if no additional funding allocation beyond the total amount authorized in this agreement letter is needed) requires prior approval in writing from the State ADA Coordinator's Office.
9. Upon completion of the project(s) and submission of the final request for reimbursement shall provide the State ADA Coordinator's Office written notification of completion, a letter of certification that assures the project has been completed in compliance with all applicable codes and that all warranties and close out documents are in the possession of the owner, as well as photographs of the completed work which record/document completeness and ADA compliance.
10. Monies not required or spent for the approved project items will be unencumbered by the State ADA Coordinator's Office. The Authority shall advise the State ADA Coordinator's Office, as soon as reasonably possible, if any allocated amount is not needed.
11. The Authority remains responsible for ensuring compliance with its obligations under Title II of the Americans with Disabilities Act, including making structural changes not funded through state ADA monies.

If the Authority desires to accept the offer set forth herein above, please execute the extra copy of the present letter and return it to us within the next 10 (ten) days.

Sincerely,



Stacey Valrie Peace  
State ADA Coordinator  
Georgia State Financing and Investment Commission

Cc: Noel Jensen  
April King  
Chris Stamps  
Nikki Marshall  
Cheryl Ann Frazier  
Steve Jones

I have read and understand this letter of agreement (which incorporates Attachment A) and agree to all terms and conditions set forth herein.

\_\_\_\_\_  
C. Jones Hooks, Executive Director  
Jekyll Island Authority

\_\_\_\_\_  
Date

**Attachment A**  
**FY23 Georgia ADA - Facility Improvements - Project Listing**

***Jekyll Island Authority***

**Contact Name:** Noel Jensen

**Contact Phone:** (912) 635-4091

**Contact Title:** Deputy Executive Director

**Contact Email:** [njensen@jekyllisland.com](mailto:njensen@jekyllisland.com)

Priority	Project Name	ADA Funds Requested	Project Category	Expected Economic Service Life of Project	Project #
	<i>Campground</i> Build Accessible Bathhouse	\$421,000	Restroom Accessibility	20-30 years	
	<b>subTOTAL</b>	<b>\$421,000*</b>			

One (1) project for Men's and Women's Bathing Rooms.

\*The approved funding total is \$420,000 (\$1,000 less than requested).

August 16, 2022

**MEMORANDUM**

TO: BOARD OF DIRECTORS

FROM: BRIAN LEE, DIGITAL CONTENT MANAGER

RE: RFP #370 – TICKETING & POS SYSTEM

---

A Request for Proposals (RFP) #370 has been prepared for Jekyll Island Authority (JIA) Board of Directors consideration for the purpose of selecting a new ticketing & point-of-sale (POS) system. The new system would be implemented at JIA-operated amenities, including Summer Waves Water Park; Georgia Sea Turtle Center; Mosaic, Jekyll Island Museum; Mini Golf & Bike Rentals; Tennis Center; Guest Information Center; Life is Good; and Remember When.

Currently, ticketing and point-of-sale efforts are fragmented between multiple systems that do not fulfill the needs of our organization. By selecting a new ticketing and POS solution, staff seeks onsite and online ticket sales to be consolidated into a singular system, which will provide improved functionality across key areas, including ticketing, program & event registration, memberships, and reporting. The system will also provide an improved purchasing experience for customers and greater ease-of-use for JIA staff.

If any adequate proposal is selected, staff expects to begin rollout of the new system during Winter 2022, with rollout completed before Winter 2023, depending on the implementation timeline presented to JIA during the RFP process.

Staff recommends approval of this RFP, which, if approved, will be issued August 16, 2022.



100 JAMES ROAD

JEKYLL ISLAND, GA 31527

(912) 635-4000

Request for Proposal # 370

for

Ticketing & Point of Sale System

Date Issued: August 16, 2022

Submission Deadline:

Thursday, September 15, 2022  
at 2:00 p.m. Eastern Time

SECTION 1  
GENERAL INFORMATION

This is an invitation to submit a proposal to establish a contract with an interested qualified professional to provide Jekyll Island Authority with the services as indicated herein. The Authority certifies that the use of competitive sealed bidding will not be practicable or advantageous to the Authority or the State of Georgia in completing the acquisition described in this Request for Proposal (“RFP”). This RFP process will be conducted to gather and evaluate responses from a company or person desiring to do business with the Jekyll Island Authority (“Proposer”) for a potential award. After evaluating all the Proposals received prior to the Close Date of this RFP and following negotiations and resolution of contract terms (if any), the preliminary result will be submitted to the Board of Directors for consideration and approval. Subject to and following Board approval, a contract will be executed.

**Jekyll Island.** Jekyll Island is a unique, state-owned barrier island that balances conserving and preserving natural, historic, and cultural resources with providing accessible, affordable recreation, vacation, and educational opportunities for the people of Georgia and beyond. Surrounded by picturesque marshes and breathtaking oceanfront, Jekyll Island is a peaceful costal habitat. The barrier island contains one of the few remaining intact maritime forests on the Eastern seaboard. Originally inhabited by Native Americans, Jekyll was explored by the French and Spanish, and first settled by the English. From early settlers to America’s social elite to today’s young explorers, this special barrier island has captured imaginations for generations.

**Jekyll Island Authority.** Recognizing that our island’s natural beauty and vibrant history set us apart from any other coastal destination, the Governor and the Georgia State Legislature established the island as a State Park in 1950 and entrusted its care to the Jekyll Island Authority. Since its inception, the Authority has set up parameters to protect the island ecosystem, while ensuring it remains an inviting place for residents and guests. Today, the Authority is a self-supporting state entity responsible for the management and stewardship of Jekyll Island.

*Our Mission*

As stewards of Jekyll Island’s past, present, and future, we are dedicated to maintaining the delicate balance between nature and humankind.

*Our Vision*

Through progressive stewardship and excellent customer service, Jekyll Island will be recognized as a sustainable conservation community that is the choice destination among all who experience its unique environment, services, and amenities.

**RESOURCES:**

Jekyll Island Ordinances:

[https://library.municode.com/ga/jekyll\\_island\\_authority/codes/code\\_of\\_ordinances](https://library.municode.com/ga/jekyll_island_authority/codes/code_of_ordinances)

Code of Georgia: <http://www.lexisnexis.com/hottopics/gacode>

## SECTION 2

### SCHEDULE OF EVENTS

- 2.1 Schedule of Events. The schedule of events represents the JIA's best estimate of the schedule that will be followed. However, delays to the process may occur which may necessitate adjustments to the proposed schedule. If a component of this schedule is delayed, the rest of the schedule may be shifted as appropriate. Any changes to the dates up to the closing date of the RFP will be publicly posted prior to the closing date of this RFP. After the close of the RFP, the JIA reserves the right to adjust the remainder of the proposed dates on an as-needed basis.

Description	Date and Time
Deadline for written questions	9/7/2022 at 2:00 p.m. ET
Responses to Written Questions	9/9/2022 at 5:00 p.m. ET
Proposals Due / Close Date Proposal Opening Date	9/15/2022 at 2:00 p.m. ET
Proposal Evaluation Completed (on or about)	Two to Four Weeks after Close Date
Interviews Begin	Four to Six Weeks after Close Date
Negotiations (discretionary)	Four to Six Weeks after Close Date
Notice of Intent to Award (emailed) (on or about)	Six to Eight Weeks after Close Date
Resolution of Contract Terms	Prior to Consideration of Board Approval
Consideration of Board for Approval	11/15/2022
Notice to Proceed Issued - Estimated Work to Begin	One to Three day(s) after Board Approval

- 2.2 Proposer Questions and Inquiries. Questions and requests for clarification may be submitted up to the date and time set forth above via email to Brian Lee at [balee@jekyllisland.com](mailto:balee@jekyllisland.com). No questions will be accepted after this. Contact with other staff of the Authority or members of the Board or contact with Brian Lee other than as permitted here regarding this RFP is strictly prohibited and will result in disqualification of the Proposer. A final summary of the questions received and the Authority's responses will be posted on the Georgia Procurement Registry, the Authority website, and, if answers to submitted questions materially change the conditions and specifications of this RFP, sent periodically via email to those who have requested the RFP no later than the date and time set forth above. No questions other than written will be accepted. No response other than written will be binding upon the JIA. Proposers are cautioned that the JIA may or may not elect to entertain late questions or questions submitted by any other method than as directed by this section. In submitting your question, you must include your company name, your question, and cite the relevant section of the RFP.
- 2.3 Negotiations. Following any submissions or presentations, the finalist(s) may be re-evaluated. Should it become necessary, JIA may negotiate, verbally or in writing, with the Proposer(s) whose proposal(s) is/are determined to be most advantageous to JIA. Such Proposer(s) may be asked to submit a revised written offer. However, JIA reserves the right to accept a proposal as

submitted; accordingly, it is imperative that all Proposers present their best offers in their initial submission. In the event all responsive proposals are in excess of the budget, the JIA, in its sole and absolute discretion and in addition to the rights set forth above, reserves the right either to (i) supplement the budget with additional funds to permit award to the best Proposer, or (ii) to negotiate with the best Proposer only for the purpose of making changes to the Project that will result in a cost to the JIA that is within the budget, as it may be amended.

- 2.4 JIA's Right to Request Additional Information. Prior to contract award, the JIA must be assured that the selected Proposer has all the resources to successfully perform under the contract. This includes, but is not limited to, adequate number of personnel with required skills, availability of appropriate equipment in sufficient quantity to meet the needs of the JIA, financial resources sufficient to complete performance under the contract, and experience in similar endeavors. If, during the evaluation process, the JIA is unable to assure itself of the Proposer's ability to perform, if awarded, the JIA has the option of requesting from the Proposer any information deemed necessary to determine the Proposer's ability. If such information is required, the Proposer will be so notified and will be permitted a certain period to submit the information requested.
- 2.5 Notice of Intent to Award. The prospective successful Proposer, if any, will be notified by e-mail of the Authority's Notice of Intent to Award the contract to the Proposer. The Notice of Intent to Award is not notice of an actual contract award; instead, it is notice of the JIA's expected contract award(s) pending resolution of the protest process and Board approval.
- 2.6 Upon mutual agreement of contract terms, the attached draft contract shall be constructed and forwarded to the prospective successful Proposer for execution.
- 2.7 Upon execution of the contract by the prospective successful Proposer, a recommendation will be made to the Authority's Board of Directors for consideration. A reminder: The Notice of Intent to Award and execution of the contract by the prospective successful Proposer does not guarantee an award of this contract, which is determined by a vote of the Board of Directors.
- 2.8 Upon the Board's approval and subsequent expiration of protest period, the contract will be executed.
- 2.9 The Proposer will be required to submit its certificate(s) of insurance and endorsement(s) prior to the issuance of a Notice to Proceed.
- 2.10 Notice to Proceed. Upon a duly executed contract and submission of all required documentation, a Notice to Proceed will be issued as scheduled. The successful proposer shall not commence work under this Invitation to Bid until a written contract is awarded and a Notice to Proceed is issued by the Project Manager. If the successful Proposer does commence any work or deliver items prior to receiving official notification, he does so at his own risk.
- 2.11 Upon execution of the contract, the unsuccessful Proposers will be notified.



## SECTION 3

### RFP PROPOSAL FACTORS, SCORING, AND AWARD

All timely proposals will be evaluated in accordance with the following steps. The objective of the evaluation process is to identify the proposal which represents the best value to the Authority based on a combination of factors.

Proposer consents to the Authority to contact any person or organization to make inquiries into legal, character, practical, financial, and other qualifications of Proposer. Proposer agrees that any person working on this Project may be subject to a criminal and financial background check.

#### 3.1 Procedure.

3.1.1 The Authority will evaluate the submitted proposals.

3.1.2 Based on this review, the proposals will first be evaluated as either “responsive” or “non-responsive.” If a Proposal fails to meet a mandatory requirement, the Authority will determine if the deviation is material. An immaterial deviation will be processed as if no deviation had occurred. A material deviation will be cause for rejection of the Proposal.

3.1.3 Responsive proposals will then be evaluated by an evaluation team for content and ranked in accordance of their merits.

3.1.4 The evaluation team may recommend interviews with up to five (5) finalists. Those proposals not achieving finalist status will be eliminated from further consideration.

3.1.5 The evaluation team may interview selected Proposers to clarify specific matters presented in their proposals, and as part of this process may request the submittal of additional information clarifying the issues discussed.

3.1.6 The evaluation team will use the information gained during these discussions, along with information presented in the proposals, to rank the proposals.

#### 3.2 Factors. The following factors will, at a minimum, be considered during the evaluation process:

- a) The qualifications of the project team including a demonstrated solid track record working with a similar project or the Jekyll Island Authority;
- b) The quality and completeness of the proposal package;
- c) Demonstrated understanding of the uniqueness of Jekyll Island and the importance of this project to the overall success of Jekyll Island’s ticketing and retail operations;
- d) The quality of interview presentation and response to questions from interviewer;
- e) Cost of the Project, to include all Fees as defined in Exhibit 1, and costs to be incurred by the Authority;

- f) The responsibility of the Proposer. A Proposer must be considered responsible to be eligible for a contract award. "Responsible" means the Proposer, whether a company or an individual, has appropriate legal authority to do business in the state of Georgia, a satisfactory record of integrity, appropriate financial, organizational, and operational capacity and controls, and acceptable performance on previous governmental and/or private contracts, if any. Examples of non-responsibility include but are not limited to: a Proposer's history of nonperformance or performance problems on other contracts (public or private); a record of financial difficulty, business instability, criminal sanctions, civil sanctions, or tax delinquency; or being debarred, suspended, proposed for disbarment, or declared ineligible or voluntarily excluded by any governmental entity (federal, state or local). A Proposer's unreasonable failure to promptly supply information in connection with an inquiry with respect to responsibility may be grounds for a determination of non-responsibility. Non-responsibility will be determined on a case-by-case basis taking into consideration the unique circumstances of the individual RFP.
- g) The best fit for Jekyll Island. The Authority has determined that it is best to define its own needs, desired operating objectives, and desired operating environment. The Authority will not tailor these needs to fit particular solutions Proposers may have available; rather, the Proposers shall propose to meet the Authority's needs as defined in this RFP. All claims shall be subject to demonstration; and
- h) Proposer's commitment and capability to work expeditiously and collaboratively with the JIA to implement the project.

### 3.3 Award of Contract:

- 3.3.1 The contract, if awarded, will be awarded to that Proposer whose Proposal will be most advantageous to Jekyll Island Authority, price and other factors considered. The JIA reserves the right to select any Proposer it believes to be in its best interest and to negotiate proposed scope elements and fees, or to reject any and all proposals at its sole discretion. The primary intent of this RFP is to identify a single source to provide all of the needed goods and/or services, but the Authority reserves the right to make split awards.
- 3.3.2 Multiple Awards: Any contract resulting from this RFP is non-exclusive, except if specifically stated, and shall be awarded with the understanding and agreement that it is for the sole convenience of JIA. JIA is free to have multiple contracts for the awarded services and may initiate other solicitations with other professional service providers at any time at JIA's sole discretion. The decision to award multiple contracts, award only one contract, or to make no awards rests solely with JIA.

## SECTION 4

### INSTRUCTION TO PROPOSERS

- 4.1 By submitting a response to this RFP, the Proposer is acknowledging that the proposer:
- a) Has read the information and instructions and attachments; and
  - b) Agrees to comply with the information and instructions contained herein.
  - c) The JIA will not be liable for any costs incidental to the preparation of the RFP, presentations, or interviews relating to the selection process.
- 4.2 Each Proposal shall contain at least the following information. JIA reserves the right to reject any or all Proposals that are non-responsive.
- 4.2.1 Cover Letter. Please include in your cover letter a summary of your firm, key members of your team, who will be the principal contact/project manager from your firm, the name of the person authorized to enter into the contract on behalf of your team, and contact information for those individuals, including email addresses.
- 4.2.2 Background and Experience.
- a) General Background and Experience. Describe the background, history, and core competencies of your company as they related to this Project.
  - b) Relevant Projects. Describe in detail relevant projects which highlight similar experience as this Project. Include government owners if possible. If the Proposer has performed any work for the JIA within the last five years, please describe that work. Please include in your description information on:
    - 1) Project name and location
    - 2) Start date and completion date
    - 3) If applicable, how many days were exceeded from estimated project completion deadline
    - 4) Project scope
    - 5) Awarded cost and final cost of project
    - 6) Contact information for references who can speak knowledgably about your involvement in the project
  - c) Resumes of key team members, including the firm principal, project manager, other key project personnel, and any subcontractors.
  - d) Previous contracts your company has performed for the JIA by Project Title, date, and awarded/final cost.
  - e) If applicable, explanation of any failure to complete a project, or explanation of any project that has been the subject of a claim or lawsuit by or against the Proposer. If so, please describe the nature of the claim/lawsuit, the court in which the case was filed, and the details of the resolution.
- 4.2.3 Detailed Proposal, which shall include:
- a) Statement of Project Understanding. Briefly describe the concept and scope of your Proposal and explain why your Proposal is the best approach.

- b) Schedule of Events: A detailed schedule that outlines the proposed project timeline from contract execution through project completion. Also include a statement of the ability of the firm to meet the proposed schedule.
- c) Fees and Billing: Proposals should include the Fees that are required to complete the proposed work. If applicable, the Proposal must include a breakdown of a schedule of fees for the various portions of the work if the Proposer requires such fees to be paid on a schedule. If unknown factors are involved which would hinder your ability to submit a budget, you must a) list what those factors are and why they prevent you from proposing a budget and b) provide a schedule of hourly rates for various services offered and a proposed project fee range or another method to determine the cost of this Project.

4.2.4 Contract Exceptions pursuant to Section 6.8.2.

4.2.5 Attachment A and the applicable Attachment B forms.

4.2.6 Any other pertinent information the firm wishes to present.

4.3 Preparing the Response. Proposers are encouraged to carefully review all provisions and attachments of this document prior to submission, including the attached draft contract. Each Proposal constitutes an offer and may not be withdrawn except as provided herein. All Proposals shall be:

4.3.1 Submitted in writing by the Close Date to be considered a complete and responsive Proposal. Please note that specific forms for submission may be required.

4.3.2 Typed on standard 8-1/2"x 11" paper, except for schematics, exhibits, photographs, or other necessary information, or signatures, which shall be signed by the business owner or authorized representative. ALL SIGNATURE SPACES MUST BE SIGNED

4.3.3 All erasures or corrections shall be initialed and dated by the official signing the Proposal. Any changes to the conditions and specifications must be in the form of a written addendum to be valid.

4.4 Packaging your Proposal.

4.4.1 Submit eight (8) hard copies of your complete proposal.

4.4.2 Your Proposal must be submitted in sealed opaque envelopes, plainly marked as follows:

RFP # 370  
Name of Company  
Point of Contact for Company and Phone Number

4.5 Submitting your Proposal.

4.5.1 Your proposal must be mailed or hand delivered as follows in sufficient time to ensure

receipt by the JIA on or before the time and date specified.

Jekyll Island Authority  
ATTN: Brian Lee  
100 James Road  
Jekyll Island, Georgia 31527.

4.5.2 The complete Proposal must be received on or before the due date and time.

PROPOSALS NOT RECEIVED BY THE TIME AND DATE SPECIFIED  
WILL NOT BE OPENED OR CONSIDERED.

## SECTION 5

### RIGHT TO PROTEST

- 5.1 By submitting a Proposal, or by submitting a Protest prior to submitting a Proposal, the Protestor agrees to be bound by the terms and conditions of this Section.
- 5.2 Subject of protest.
- 5.2.1 Any Proposer may file a Protest on the grounds of irregularities in the proposal procedures, but not based upon the evaluation of each proposal.
- 5.2.2 The presence of multiple nonmaterial issues in a solicitation or award does not constitute a material issue unless the Protestor can establish that those nonmaterial issues together would prejudice the outcome.
- 5.2.3 Governmental officials and state entities are presumed to act in good faith, and a Protester's contention that procurement officials, including but not limited to procurement personnel and evaluation team members, are motivated by bias or bad faith must be supported by convincing proof.
- 5.2.4 The manner and depth of the Authority's analysis is a matter within the sound exercise of the Authority's discretion. Protesters may not challenge the realism of a potential awardee's price, such as arguing that a proposer's price is so low that it reflects a lack of understanding of the Authority's requirements or creates a risk of unsuccessful performance.
- 5.2.5 Patent ambiguities must be challenged prior to the Close Date. A proposer who chooses to compete under a patently ambiguous solicitation does so at its own peril and cannot later complain when the Authority proceeds in a manner with one of the possible interpretations.
- 5.2.6 The Authority may waive compliance with a material solicitation requirement in awarding a contract if the award will meet the Authority's actual needs without prejudice to other proposers. Competitive prejudice from such a waiver exists only where the requirement was not similarly waived for the Protester or where the Protester would be able to alter its submission to its competitive advantage if given the opportunity to respond to the relaxed term. In cases where the Protester argues that the Authority improperly waived a certain requirement, prejudice does not mean that, had the Authority failed to waive the requirement, the awardee would have been unsuccessful. Rather, the pertinent question is whether the Protester would have submitted a different offer that would have had a reasonable possibility of being selected for award or that it could have done something else to improve its chances for award had it known that the Authority would waive the requirement.
- 5.2.7 The Authority must rely upon its business judgment in exercising its determination that a Proposer is not responsible. Although the determination must be factually supported and made in good faith, the ultimate decision rests with the Authority, as the Authority must bear the effects of any difficulties experienced in obtaining the required performance. For these reasons, a determination of non-responsibility will generally not be questioned

unless the Protestor can demonstrate bad faith on the part of the Authority or lack of any reasonable basis for that determination.

### 5.3 Types of Challenges.

5.3.1 Challenge to the Solicitation. Any interested individual or entity capable of responding to a competitive solicitation may file a protest with respect to the competitive solicitation process, including but not limited to a challenge to specifications or any events or facts arising during the solicitation process.

5.3.2 Challenge to the Authority's Intended or Actual Contract Award. Any Proposer who has submitted a timely Proposal may file a protest with respect to the Authority's intended or actual contract award, including, but not limited to, events or facts arising during the evaluation process.

### 5.4 Filing Deadlines.

5.4.1 A protest has been deemed filed when it is received by the Authority.

5.4.2 Untimely protests will not be considered absent evidence of malfeasance or administrative error by the Authority that substantially impairs a Protestor's ability to file a timely protest.

5.4.3 If timely access to records has not been provided as required pursuant to state law, the Protestor is required to file a protest within the filing period, indicating the failure of the Authority to provide timely access to records and reserving the right to file an amended protest upon production of such records.

5.4.4 If a potential protestor fails to file a protest by the applicable deadline, the potential protestor is deemed to have voluntarily relinquished any ground the potential protestor may have for protesting through the protest process in subsequent litigation. To ensure the protest process is conducted efficiently and in a manner fair to all parties, the Protestor is required to identify all grounds for protest during the protest filing period. Any issues not raised in the protest filing period are deemed as voluntarily relinquished by the Protestor. After the protest filing period expires, any grounds for protest voluntarily relinquished may not be introduced at any time during the protest process or any subsequent litigation.

Protest Filing Deadlines	
Type of Protest	Protest Filing Deadline
Challenge to Competitive Solicitation Process	Earlier of: 10 calendar days after the Protestor knows or should have known of the occurrence of the action which is protested OR 2 business days prior to the Close Date



Challenge to the Authority's Intended or Actual Contract Award	Earlier of: 10 calendar days after the Protestor knows or should have known of the occurrence of the action which is protested OR 5 calendar days after award of solicitation by Board of Directors
--	--

5.5 Protest Remedies.

Protest Remedies	
Type of Protest	Available Relief includes, but is not limited to, the following:
Challenge to Competitive Solicitation Process	<ul style="list-style-type: none"> <li>• Modification of RFP</li> <li>• Extension of the Close Date and time (as appropriate)</li> <li>• Cancellation of the RFP</li> </ul>
Challenge to the Authority's Intended or Actual Contract Award	<ul style="list-style-type: none"> <li>• Revision or cancellation of the Notice of Intent to Award or Notice of Award</li> <li>• Re-evaluation and re-award</li> <li>• Cancellation of the RFP.</li> <li>• Re-solicitation with appropriate changes to the new RFP.</li> </ul>

5.6 Form of Protest.

5.6.1 All protests shall be in writing and filed in duplicate.

5.6.2 All envelopes containing protests shall be labeled "PROTEST."

5.6.3 A written protest shall include as a minimum the following:

- a) The name and address of the Protestor;
- b) The signature of the Protestor or its representative. The Protestor must be authorized to act on behalf of the Proposer;
- c) Appropriate identification of the solicitation document;
- d) A statement of reasons for the protest;
- e) Supporting exhibits, evidence, or documents to substantiate any claims unless not available within the filing time; in which case the expected availability date shall be indicated. If a future expected availability date is given, the Protestor should supplement the Protest when the additional materials become available and should indicate on the materials submitted that they are "supplemental" and indicate whether the submission of the materials constitutes the final submission of materials for the Protest (unless requested to submit additional materials by the Executive Director or Authority). Provided, however, that the Executive Director or his or her designee shall not be prohibited from making a decision on a Protest prior to receipt of final Protest materials from the Protestor; and
- f) The form of relief requested.

5.7 Delivery of Protest. All protests should be mailed or delivered by hand to the following address and marked as follows:



PROTEST - RFP # 370  
Executive Director  
Jekyll Island Authority  
100 James Road  
Jekyll Island, GA 31527

- 5.8 Stay of Award During Protest. When a protest challenging the competitive solicitation process has been timely filed, the Close Date will be extended until a final decision resolving the protest has been issued, unless the Executive Director makes a written determination that the award of the contract without delay is necessary under the circumstances to protect the interests of the Authority. When a protest challenging an intended contract award has been timely filed, the Authority will not proceed to actual contract award, unless the Executive Director makes a written determination that the award of the contract without delay is necessary under the circumstances to protect the interests of the Authority.
- 5.9 Information on Protests. The Authority shall, upon written request, make available to any interested party information submitted that bears on the substance of the Protest except where such information is permitted or required to be withheld by law or regulation.
- 5.10 Decision on Protest. The Executive Director shall review all information submitted with the Protest, including any additional information requested from the Protestor, and shall issue a written decision on the protest as expeditiously as possible after receiving all relevant requested information. The decision of the Executive Director is final except if a Protest is denied.
- 5.11 Appeal of Protest Denial
- 5.11.1 If a Protest is denied by the Executive Director, the Protestor may make an appeal to the Board of Directors within 5 calendar days after the denial by the Executive Director.
- 5.11.2 No appeal will be considered if the Protestor has not first filed a Protest with the Executive Director and received a decision.
- 5.11.3 An appeal shall contain all information included in the original protest together with the decision of the Executive Director and all other information relevant to the basis for the appeal.
- 5.11.4 All protests should be mailed or delivered by hand to the following address and marked as follows:
- PROTEST APPEAL - RFP # 370  
Board of Directors  
Jekyll Island Authority  
100 James Road  
Jekyll Island, GA 31527
- 5.11.5 The appeal will be placed on the agenda for the next available board meeting. The next available board meeting will be the next board meeting for which the agenda has not yet been made public, unless the Executive Director determines otherwise. The Authority may submit a written response to the protest and appeal to the Board

of Directors. No other response or reply will be allowed. The Board of Directors will be provided the documents prior to the meeting. The Protestor and the Authority will be given no more than 5 minutes each to make an oral argument before the Board of Directors.

5.11.6 The Board of Directors shall have 30 days after hearing an appeal to issue its decision. This period may be extended for good cause for a reasonable time not to exceed 30 days, barring extraordinary circumstances justifying a longer extension, including, but not limited to, events such as hurricanes.

5.11.7 The Board of Director's decision shall be in writing and shall be sent to the Protestor.

5.11.8 The decision of the Board of Directors shall be final, and no further appeal will be allowed.

5.12 Costs. In no event shall a Protestor be entitled to recover any costs incurred in connection with the protest of a solicitation, including Proposal or quote preparation costs, protest preparation costs, or attorney fees.

5.13 Exclusive Remedy. This Procedure shall be the exclusive method for asserting a claim against the Authority arising out of or relating to this RFP.

## SECTION 6

### GENERAL TERMS AND CONDITIONS

- 6.1 Proposers to this RFP are required to respond at their own risk and expense. By responding to this RFP, Proposers acknowledge, understand, and accept the Authority's rights under this RFP.
- 6.2 Jekyll Island Authority's Rights Concerning Responses and Award. JIA reserves the right to reject any or all responses and to waive any irregularities or technicalities in responses received whenever such rejection or waiver is in the best interest of JIA. JIA reserves the right to reject all responses or any response that is not responsive, is over budget, of a proposer who has previously failed to perform properly or complete on time contracts of a similar nature, or a Proposal from a proposer whom investigation shows is not able to perform the contract. The JIA reserves the right to waive any irregularity or informality in a Proposer's response, and to accept or reject any item or combination of items, when to do so would be to the advantage of the JIA. It is also within the right of the JIA to reject responses that do not contain all elements and information requested in this RFP. A Proposer's response will be rejected if the response contains any defect or irregularity and such defect or irregularity constitutes a material deviation from the RFP requirements, which such determination will be made by the JIA on a case-by-case basis.
- 6.3 Jekyll Island Authority's Right to Amend and/or Cancel the RFP. The JIA reserves the right to amend this RFP prior to the end date and time. Amendments will be made in writing and publicly posted as one or more addenda. **EACH PROPOSER IS INDIVIDUALLY RESPONSIBLE FOR REVIEWING ADDENDA AND ANY OTHER POSTED DOCUMENTS AND MAKING ANY NECESSARY OR APPROPRIATE CHANGES AND/OR ADDITIONS TO THE PROPOSER'S RESPONSE. ALL PROPOSERS ARE ENCOURAGED TO FREQUENTLY CHECK THE WEBSITE FOR ADDITIONAL INFORMATION.** The JIA reserves the right to cancel this RFP at any time.
- 6.4 Errors or Omissions in RFP. Any obvious error or omission in specifications shall not inure to the benefit of the Proposer but shall put the Proposer on notice to inquire of or identify the same to the JIA.
- 6.5 It is the responsibility of the Proposer to carefully examine and fully understand the contract, plans, technical specifications and other documents hereto attached and make a personal examination of the site of the proposed work and satisfy him or herself as to the actual conditions and requirements of the work. Failure to do so will be at the Proposer's own risk.
- 6.6 Project Manager. The Project Manager shall act as the JIA's representative during the execution of this Contract. He or she shall decide questions which may arise as to quality and acceptability of services and products furnished and work performed. He or she shall interpret the practical intent of the Contract in a fair and unbiased manner. The decisions of the Project Manager shall be final and conclusive and binding upon all parties to the Contract.
- 6.7 Signed Proposal Considered Offer: The signed Proposal shall be considered an offer on

the part of the Proposer, which offer shall be deemed accepted upon approval by the Jekyll Island Authority's Board of Directors. In case of a default on the part of the Proposer after such acceptance, Jekyll Island Authority may take such action as it deems appropriate, including legal action for damages or lack of required performance. The Proposer further agrees that the cost of any work performed, materials furnished, services provided, or expenses incurred, which are not specifically delineated in the contract documents, but which are incidental to the scope, intent, and completion of the contract, shall be deemed to have been included in the Fees as proposed.

## 6.8 Contract Terms and Conditions.

- 6.8.1 Please review the JIA's contract terms and conditions prior to submitting a response to this RFP in Attachment C. Proposers should plan on the contract terms and conditions contained in this RFP being included in any award as a result of this RFP. Therefore, all costs associated with complying with these requirements should be included in any pricing quoted by the Proposer. The contract terms and conditions may be supplemented or revised before contract execution and are provided to enable Proposers to better evaluate the costs associated with the RFP and the potential resulting contract.
- 6.8.2 By submitting a proposal, each Proposer acknowledges its acceptance of the RFP specifications and the contract terms and conditions without change except as otherwise expressly stated in the submitted Proposal. If a Proposer takes exception to a contract provision, the Proposer must state the reason for the exception and state the specific contract language it proposes to include in place of the provision. All exceptions to the contract must be submitted as an attachment to the Proposer's response. Proposed exceptions must not conflict with or attempt to preempt mandatory requirements specified in the RFP.
- 6.8.3 In the event the Proposer is selected for a potential award, the Proposer will be required to enter into discussions with the JIA to resolve any contractual differences before an award is made. These discussions are to be finalized and all exceptions resolved within the period of time identified in the Schedule of Events. Failure to resolve any contractual issues may lead to rejection of the Proposer. The JIA reserves the right to proceed to discussions with the next best ranked Proposer.
- 6.8.4 The JIA reserves the right to modify the contract to be consistent with the apparent successful Proposal and to negotiate other modifications with the apparent successful Proposer. Exceptions that materially change the terms or the requirements of the RFP may be deemed non-responsive by the JIA, in its sole discretion, and rejected. Contract exceptions which grant the Proposer an impermissible competitive advantage, as determined by the JIA, in its sole discretion, will be rejected. If there is any question whether a particular contract exception would be permissible, the Proposer is strongly encouraged to inquire via written question submitted to the Authority prior to the deadline for submitting written questions as defined by the Schedule of Events.

- 6.9 Payment to Contractor. Contractor will be paid the agreed upon compensation as more fully described in the Contract.
- 6.10 Prices to be Firm. Proposer warrants that the prices, terms, and conditions quoted in his Proposal will be firm for acceptance for a period of sixty (60) days from Proposal opening date, unless otherwise stated in the Proposal.
- 6.11 Payment of Taxes. Every contractor, vendor, business, or person under contract with Jekyll Island Authority is required by Georgia law to pay State sales or use taxes for products purchased in Georgia or transported into Georgia and sold to Jekyll Island Authority by contract. Please consult the State of Georgia, Department of Revenue, Sales and Use Tax Unit in Atlanta (404) 656-4065 for additional information.
- 6.12 Equal Employment Opportunity. The Proposer certifies that it/he/she will follow equal employment opportunity practices in connection with the awarded contract or as more fully specified in the contract documents.
- 6.13 ADA Guidelines. The JIA adheres to the guidelines set forth in the Americans with Disabilities Act. Proposers should contact the Jekyll Island Authority at least one day in advance if they require special arrangements. The Georgia Relay Center at 1-800-255-0056 (TDD Only) or 1-800-255-0135 (Voice) will relay messages, in strict confidence, for the speech and hearing impaired.
- 6.14 Compliance with Federal and State Work Authorization and Immigration Laws. Please see Attachment B.
- 6.15 Liability Provisions: Where Proposers enter or go onto Jekyll Island Authority property to take measurements or gather other information in order to prepare the proposal, the Proposer shall be liable for any injury, damage or loss occasioned by negligence of the Proposer, his agent, or any person the Proposer has designated to prepare the Proposal and shall indemnify and hold harmless Jekyll Island Authority from any liability arising therefrom. The contract document specifies the liability provisions required of the successful Proposer in order to be awarded a contract with Jekyll Island Authority.
- 6.16 Cone of Silence. Lobbying of RFP Evaluation Committee members, Government employees, and elected officials regarding this product or service solicitation, Invitation to Bid (ITB), Request for Proposal (RFP), or contract by any member of a Proposer's staff, or those people employed by any legal entity affiliated with an organization that is responding to the solicitation, is strictly prohibited. Such actions may cause your proposal to be rejected.

## 6.17 CONFIDENTIALITY AND GEORGIA OPEN RECORDS ACT.

- 6.17.1 The responses will become part of JIA's official files without any obligation on JIA's part. Ownership of all data, materials and documentation prepared for and submitted to Jekyll Island Authority in response to a solicitation, regardless of type, shall belong exclusively to Jekyll Island Authority and will be considered a record prepared and maintained or received in the course of operations of a public office or agency and subject to public inspection in accordance with the Georgia Open Records Act, Official Code of Georgia Annotated, Section 50-18- 70, et. Seq., unless otherwise provided by law.
- 6.17.2 Jekyll Island Authority shall not be held accountable if material from responses is obtained without the written consent of the Proposer by parties other than JIA at any time during the solicitation evaluation process.
- 6.17.3 In the event a Proposer submits information which constitutes trade secrets pursuant to Article 27 of Chapter 1 of Title 10, the Proposer must follow the procedure set forth in O.C.G.A. § 50-18-72(a)(34). If the proper documentation is not submitted, any documents labeled trade secret information or confidential will not be kept confidential under the Georgia Open Records Act.

## 6.18 Insurance Provisions:

- 6.18.1 JIA is under no obligation to insure Contractor's possessions or property. Contractor will insure and keep insured, from the date of actual possession, Contractor's property on Authority property.
- 6.18.2 Contractor is required to procure and maintain for the duration of the contract insurance as provided below against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by Contractor, his agents, representatives, employees, or subcontractors.
- 6.18.3 To achieve the appropriate coverage levels, a combination of a specific policy written with an umbrella policy covering liabilities stated below is acceptable. For example: If appropriate limits are \$2 million per occurrence and \$2 million aggregate, acceptable coverage would include a specific policy covering \$1 million per occurrence and \$1 million aggregate written with an umbrella policy for an additional \$1 million.
- 6.18.4 All policies shall contain a provision or endorsement that coverage afforded under the policies shall not be canceled, changed, allowed to lapse, or allowed to expire until thirty (30) calendar days after written notice has been given to the state certificate holder on the certificate of insurance. All such coverage shall remain in full force and effect during the initial term of the Contract and any renewal or extension thereof.
- 6.18.5 All policies must be issued by an insurance company licensed to do business in the State of Georgia, with a minimum AM Best rating of A-, and signed by an authorized agent.

- 6.18.6 The policies shall be written without an insured versus insured exclusion or any exclusion that prevents coverage of a claim by one insured against another.
- 6.18.7 To the full extent permitted by the Constitution and the laws of the State of Georgia, Contractor and its insurers must waive any right of subrogation against the Indemnities, the State Tort Claims Trust Fund, the State Authority Liability Trust Fund, the State Employee Broad Form Liability Fund, the State Insurance and Hazard Reserve Fund, and other self-insurance funds of the State of Georgia, and insurers participating thereunder, to the full extent of the indemnification.
- 6.18.8 The insurer must agree that the Attorney General of Georgia represents and defends JIA, and his or her prerogative is not waived by any policy of insurance. Any settlement of litigation on behalf of JIA must be expressly approved by the Attorney General.
- 6.18.9 Certificate of Insurance.
- a) It is every Contractor's responsibility to provide the JIA current and up-to-date Certificates of Insurance for multiple year contracts before the beginning of the contract and before the end of each term. Failure to do so may be cause for termination of contract.
  - b) The name of the Insured on the COI must exactly match the name of the Contractor under this Contract.
- 6.18.10 Additional Insured.
- a) Contractor shall ensure that the Jekyll Island-State Park Authority, its officers, employees, and agents are covered as additional insureds under the commercial general, automobile, and umbrella liability policies. The JIA may accept a blanket additional insured endorsement.
  - b) JIA calls attention to Contractor that the policy shall not limit the additional insured to those in privity of contract with JIA, but shall also provide coverage for JIA's officers, employees, and agents.
  - c) A Certificate of Insurance alone is insufficient evidence of compliance with this section. You must attach the endorsement that states your policy number on the endorsement
- 6.18.11 Commercial General Liability Policy.
- a) Contractor's CGL policy must be made on Per Occurrence and Per Project.
  - b) The CGL Policy must contain a contractual liability stipulation.
- 6.18.12 If Professional Liability Coverage is written on a claims-made basis:
- a) The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
  - b) Insurance must be maintained, and evidence must be provided for at least five (5) years after completion of the work.
  - c) If coverage is canceled or non-renewed, and not replaced with another claims-



made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase “extended reporting” coverage for a minimum of five (5) years after completion of the work.

6.18.13 Insurance Provisions, Minimum Limits

Workers Compensation (WC)	Statutory Limits
Bodily Injury by Accident – each employee	\$100,000
Bodily Injury by Disease – each employee	\$100,000
Bodily Injury by Disease – policy limit	\$500,000
Commercial General Liability (CGL)	
Each Occurrence Limit	\$1,000,000
Personal & Advertising Injury Limit	\$1,000,000
General Aggregate Limit	\$2,000,000
Products/Completed Operations Aggregate Limit	\$2,000,000
Automobile Liability – Any Auto, Combined Single Limit	\$1,000,000
Professional Liability (Errors and Omissions)	
Each Occurrence Limit	\$1,000,000
Aggregate	\$2,000,000



## SECTION 7

### SCOPE OF WORK

RFP # 370

#### TICKETING & POINT OF SALE SYSTEM

##### A. Background

The Jekyll Island Authority (JIA) relies on operating revenues from leases, parking and other fees, and island amenity operations, including Summer Waves Water Park; Georgia Sea Turtle Center; Mosaic, Jekyll Island Museum; Jekyll Island Mini Golf & Bike Rentals; Jekyll Island Tennis Center; Jekyll Island Golf Club; and Jekyll Island Campground. In addition to these facilities, the JIA operates several retail locations, including Jekyll Island Guest Information Center, Life is Good® Jekyll Island, Remember When, as well as gift shops within its amenities.

Currently, ticketing and retail efforts rely on several systems, including ResortSuite (POS and retail inventory), Ticketleap (online ticket sales), and Shopify (online merchandise sales). All financial data is subsequently entered into Sage 100. Moving forward, the JIA desires to merge in-person and online sales to one ticketing system, while maintaining an eCommerce solution for merchandise. Additionally, the JIA requires support for inventoried merchandise, either directly within the ticketing system or with a connected solution.

##### B. Project Overview

###### 1. Objective

The objective of this RFP is to find a robust ticketing and point of sale system to manage admissions, memberships, and programs. At a minimum, the platform should consist of, or provide support for, the following components:

- General Admission & Timed Ticketing
- Event & Camp Registration
- Memberships
- Retail Inventory
- Point of Sale
- Web Store
- Customer Accounts & Records
- Resource Scheduling & Management
- Reporting
- Training & Support

###### 2. Locations/Departments

The JIA seeks to implement a new ticketing and point of sale system for the following locations and/or departments:

- Summer Waves Water Park, an 11-acre water park operating since 1987. Open seasonally from May to September, the park serves 150,000 guests annually with several rides and attractions.
- Georgia Sea Turtle Center (GSTC), Georgia's only sea turtle education and rehabilitation facility, opened in 2007 and sees 100,000 visitors each year. Through its mission of sea

turtle rehab, research, & education, GSTC offers guests the chance to witness sea turtle care, as well as learn about the animals through interactive exhibits and educational programs. GSTC offers special programming like camps, field trips, group experiences, private tours, as well as symbolic adoptions and memberships for individuals, couples, and families.

- Mosaic, Jekyll Island Museum, Jekyll's historical and cultural storytelling attraction. Guests explore Jekyll Island's history in the museum gallery, as well as aboard trolley tours through Jekyll Island's National Historic Landmark District. The Historic District features several historic structures available for touring and event rentals.
- Jekyll Island Mini Golf & Bikes, a miniature golf facility featuring two 18-hole courses with several characters and elements. Adjacent to the property is a historic 9-hole golf course operated by JIA's Jekyll Island Golf Club and JIA's bike rental facility.
- Jekyll Island Tennis Center, a tennis facility with 13 clay courts, as well as an onsite pro shop.
- Jekyll Island Guest Information Center (GIC), located on the causeway leading to the island, provides guests with visitor information, operates the parking gates, and sells retail merchandise within its gift shop.
- Life is Good® Jekyll Island, a retail location offering apparel and accessories from The Life is Good Company.
- Remember When, an independent retail location offering retro-themed apparel and gifts.
- Jekyll Island Conservation Department, which provides guided nature tours and wildlife experiences for guests.

### 3. Timing

Implementation of the new ticketing and point of sale system should begin during Winter 2022, with completion before Winter 2023.

### C. Deliverables

At a minimum, the proposed ticketing system must support the following needs across each location and/or department. See Appendix for a summarized list of preferred system features.

- Summer Waves Water Park:  
The JIA desires a ticketing platform to manage the selling and validation of daily admission and season passes, as well as cabanas and locker rentals. The park currently has two locations for locker rentals, with all lockers manufactured by Smarte Carte. In addition to access control needs, the platform should support the selling of inventoried retail at the park's retail store, Surf Shop. Tickets, memberships, cabanas, and lockers should be available to purchase online and onsite at the box office. Existing access control hardware consists of several turnstiles, all manufactured by Hayward Turnstiles, Inc. Although the park offers food & beverage, there are no plans to integrate the provider's system with JIA's ticketing platform.
- Georgia Sea Turtle Center:  
The JIA desires a ticketing platform to manage the selling and validation of daily admissions, programs, adoptions, and memberships for the GSTC. The JIA also seeks integrated support for selling inventoried retail at the point of sale within the GSTC's gift shop. Admission, programs, and membership products should be available to purchase online and onsite at the gift shop. Aside from point-of-sale terminals, no access control hardware currently exists at GSTC.
- Mosaic, Jekyll Island Museum:  
The JIA desires a ticketing platform to manage the selling and validation of daily admissions,

tours, special programs, memberships, camps, and facility rentals for Mosaic. Admission, programs, and membership products should be available to purchase online and onsite at the gift shop. JIA also seeks integrated support for selling inventoried retail at the point of sale within Mosaic's gift shop. Aside from point-of-sale terminals, no access control hardware currently exists at Mosaic.

- Jekyll Island Mini Golf & Bikes:  
The JIA desires a ticketing platform to manage the selling and validation of tickets for miniature golf, 9-hole golf, and bike rentals. Ticket products should be available to purchase onsite, with the possibility for online sales. Currently, these tickets are available first-come, first-serve.
- Jekyll Island Tennis Center:  
The JIA desires a ticketing platform to manage the selling and validation of court times, clinics, lessons, and memberships, as well as the ability to sell inventoried retail at the Center's pro shop.
- Jekyll Island Guest Information Center:  
The JIA desires GIC to be able to sell ticketed experiences outside of its location, along with inventoried retail. Of note, all vehicles entering Jekyll Island are required to have a valid parking pass, with options for daily, multiday, and annual parking passes. Currently, the parking system, which was developed by VenTek International, combines license plate reading (LPR) and quick response (QR) codes with self-service pay kiosks across three lanes for daily tickets, as well as an online pass management solution for annual parking passes, to allow 1.2 million vehicles through the gates annually. The JIA would prefer a ticketing platform that could sell functional parking passes alongside ticketing products online.
- Life is Good® Jekyll Island:  
Although this location has no ticketed experiences, the ticketing platform would support this location's inventoried retail efforts via point of sale and inventory solutions. Ideally, this store would also have access to sell ticketed items from other locations.
- Remember When:  
Although this location has no ticketed experiences, the ticketing platform would support this location's inventoried retail efforts via point of sale and inventory solutions. Ideally, this store would also have access to sell ticketed items from other locations.
- Jekyll Island Authority Conservation Department:  
The JIA seeks a ticketing platform to manage the selling and validation of tickets for its programs. Tickets should be sold online with the ability to validate on a mobile device.

#### D. Expected Tasks and Services

1. Coordinate with staff and Information Technology (IT) partners to set up and install software on new and/or existing hardware.
2. Provide introductory training to staff.
3. Provide support and maintenance of software for at least five years after installation.

#### E. Contract Terms

1. Annual Contract with renewal options to be negotiated
2. Billing Requirements
  1. Initial Setup, Installation, and Training: billed by phases as completed
  2. Ongoing software and maintenance: billed annually

## APPENDIX

### PREFERRED SYSTEM FEATURES

#### A. Ticketing

1. Ability to sell general and timed tickets online and onsite, with support for capacity controls, dynamic pricing, seating charts, and multiple price variations per ticket.
2. Ability to adjust sales cutoff times for specific tickets.
3. Group sales functionality, including reservations with invoice and deposit support.
4. Ability to collect staff-defined customer information for each type of ticket.
5. Ability to sell a location's tickets at any other location.
6. Distribution to resellers and select business partners.
7. Ticket delivery in a variety of formats, including print and digital, as well as the ability to assign tickets to existing barcodes.
8. Ability to customize tickets to adhere to brand style guidelines, like colors and logo.
9. Automated and customizable notifications following ticket purchase.
10. Ticket validation by scanning printed or digital ticket.

#### B. Memberships

1. Ability to sell memberships online and onsite, with support for multiple memberships per customer.
2. Collect member photo for display on membership pass.
3. Pass delivery in a variety of formats, including print and digital.
4. Membership validation by scanning a printed or digital pass.
5. Member benefit redemption, including discounted tickets and merchandise.
6. Ability to track membership usage and benefit redemption.

#### C. Retail Inventory

1. Support for inventoried retail at the point of sale, either directly or with two-way integration with a third-party service.

#### D. Point of Sale

1. Ability to sell tickets, retail, and combined packages within a single transaction.
2. Customizable sales screens for tickets or retail at a specific location.
3. User-based role privileges to restrict or provide full feature access to staff.
4. Support for applying promotions or coupons, as well as membership benefits.
5. Operator prompts to upsell or cross-sell tickets, memberships, merchandise, or donations.
6. Ability to sell and redeem gift cards across locations, as well as the ability to remote sell another location's tickets and/or merchandise.
7. Ability to validate tickets or passes at the point of sale.
8. Support for mobile point of sale devices capable of selling tickets and inventoried retail for all locations.

#### E. Web Store

1. Ability to sell general admission and timed tickets, as well as memberships online.
2. Provide upsell opportunities before finalizing online transaction.
3. Ability to redeem promotions and coupons, as well as membership discounts.
4. Ability to collect fees from customer.
5. Collect opt-in requests for marketing messages.
6. Ability to sell group tickets.
7. A responsive user experience capable of matching design of existing website while adhering to brand style guidelines, including colors, imagery, logo, and font styling.
8. Support for user behavioral tracking, either directly or with third-party solutions, like Google Analytics.

## APPENDIX

### F. Customer Accounts

1. Collect guest information, including name, email address, and phone number.
2. Record sales history for each customer, both online and onsite.
3. Ability to send messages to customers via email or short message service (SMS), either directly or with a third-party provider.
4. Support for individual, families, and groups within customer accounts.
5. Ability to collect registration and documentation for groups.
6. Mark specific accounts as exempt from sales tax to automatically remove tax from future transactions.
7. Support for segmentation or search filters for a variety of criteria, including name, sales history, phone number, or email address.
8. Ability to create promotions for segmented customer accounts.
9. Ability to export customer data in a spreadsheet format, including Excel or comma-separated values (CSV).

### G. Resource Management

1. Manage finite resources, including staff, volunteers, equipment, rooms, and facilities.
2. Display a calendar of events to assign resources to each.

### H. Reporting

1. Efficient and automated reporting for ticket sales, retail sales, total revenue, and tender, with support for ingesting existing budget codes.
2. Create comparable reports based on a variety of criteria, including date, time, location, department, budget code, or event.
3. Ability to report revenues and sales tax by location.
4. Ability to report bundles as individual items across multiple locations, as well as determine revenue split between bundled items.
5. Recognize revenue at time of use for reservations, as well as report outstanding advance sales and deposits.
6. Ability to report membership usage and benefit redemption per member.
7. Ability to provide operator input of transaction notes when applying a custom discount.
8. Ability to export reporting in Excel or comma-separated values (CSV) spreadsheets, or integration with Sage 100.

### I. Architecture

1. Multi-site support for managing and reporting tickets, memberships, and retail within a single database accessible from each location.
2. Ability to host onsite to continue limited operation without an internet connection, with a cloud-based web store.
3. Support for self-service outdoor and indoor ticketing kiosks, either directly or with a third-party supplier.
4. Support for access control, including turnstiles.
5. Web-based and device-agnostic reporting tools.
6. Require multi-factor authentication for users.
7. Support for tokenization of credit/debit cards for secure transactions and saved payment methods.
8. Support for 10 physical locations, 22 point of sale terminals, and 16 back-office stations.

### J. Support

1. Must offer ongoing support for software and hardware issues.
2. Provide frequent updates, enhancements, and fixes.
3. Upon initial deployment, trainings shall be scheduled with staff.

ATTACHMENT - A

CERTIFICATION

I, the undersigned proposer, and on behalf of the proposing company I represent (collectively "I"), certify that

- I have carefully read this RFP and all other documents and data applicable hereto and made a part of this invitation and further certify that the Fee(s) shown in my Proposal are in accordance with all documents contained in this Invitation for Bids/Proposals package, and that any exception taken thereto may disqualify my Proposal;
- I have read this document in its entirety and agree to be bound by the provisions of the same.
- If this Proposal is accepted, I agree to enter into an agreement with the JIA in the form of the attached Contract, as may be amended in JIA's sole discretion, and to perform and furnish all goods and Professional Services as specified or indicated;
- I have had the opportunity to visit the site, if requested, and become familiar with and am satisfied as to the general, local, and site conditions that may affect cost, progress, performance, and furnishing of the goods and Professional Services;
- I am familiar with and am satisfied as to all federal, state, county, JIA, and local laws, regulations, statutes, ordinances, and rules that may affect cost, progress, performance, and furnishing of the goods and Professional Services;
- I am aware of the general nature of the work to be performed by the JIA and others at the site that relates to Work for which this Proposal is submitted as indicated in the RFP.
- I have given the Authority written notice of all conflicts, errors, ambiguities, or discrepancies that I have discovered in the RFP and the written resolution thereof by the Authority is acceptable to me. The RFP is generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work for which this Proposal is submitted.
- This Proposal is genuine and not made in the interest of or on behalf of any undisclosed person, firm, or corporation. I have not directly or indirectly induced or solicited any other Proposer to submit a false or sham Proposal. I have not solicited or induced any person, firm, or corporation to refrain from submitting a Proposal. I have not sought by collusion to obtain for myself any advantage over any other Proposer or over the Authority.
- Any lobbyist whom I or my company employs or retains has registered with the Commission and complied with the requirements of the Lobbyist Registration.
- I am authorized to conduct business in the State of Georgia.
- I accept the provisions of the Contract as to liquidated damages in the event of failure to complete the Work within the times specified in the Contract.

This \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

BY: \_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
NAME

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
COMPANY NAME

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
PHONE NUMBER

\_\_\_\_\_  
EMAIL

## ATTACHMENT- B

### COMPLIANCE WITH FEDERAL AND STATE WORK AUTHORIZATION AND IMMIGRATION LAWS

- A. Contractor and all subcontractors must comply with all federal and state work authorization and immigration laws and must certify compliance using the form(s) set forth in Attachment B-1 (Contractor) and Attachment B-2 (Sub-Contractor) attached hereto. The required certificate(s) must be filed with JIA and copy maintained by Proposer. State officials, including officials of the Georgia Department of Audits and Accounts, officials of the JIA, retain the right to inspect and audit the Project Site and employment records of the Contractor and subconsultants without notice during normal working hours until final completion of the services, and as otherwise specified by law and by Rules and Regulations of the Georgia Department of Audits and Accounts.
  
- B. In lieu of the E-Verify Affidavit (Attachments B-1 and B-2), a contractor, subcontractor, or sub-subcontractor who has no employees and does not hire or intend to hire employees for purposes of satisfying or completing the terms and conditions of any part or all of the original contract with the public employer shall instead use the form set forth in Attachment B-3 and provide a copy of the state issued driver's license or state issued identification card of such contracting party and a copy of the state issued driver's license or identification card of each independent contractor utilized in the satisfaction of part or all of the original contract with a public employer. A driver's license or identification card shall only be accepted in lieu of an affidavit if it is issued by a state within the United States and such state verifies lawful immigration status prior to issuing a driver's license or identification card.



ATTACHMENT- B-1

CONTRACTOR AFFIDAVIT UNDER O.C.G.A. § 13-10-91(B)(1)

The undersigned contractor ("Contractor") executes this Affidavit to comply with O.C.G.A § 13-10-91 related to any contract to which Contractor is a party that is subject to O.C.G.A. § 13-10-91 and hereby verifies its compliance with O.C.G.A. § 13-10-91, attesting as follows:

- a) The Contractor has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program;
- b) The Contractor will continue to use the federal work authorization program throughout the contract period, including any renewal or extension thereof;
- c) The Contractor will notify the public employer in the event the Contractor ceases to utilize the federal work authorization program during the contract period, including renewals or extensions thereof;
- d) The Contractor understands that ceasing to utilize the federal work authorization program constitutes a material breach of Contract;
- e) The Contractor will contract for the performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the Contractor with the information required by O.C.G.A. § 13-10-91(a), (b), and (c);
- f) The Contractor acknowledges and agrees that this Affidavit shall be incorporated into any contract(s) subject to the provisions of O.C.G.A. § 13-10- 91 for the project listed below to which Contractor is a party after the date hereof without further action or consent by Contractor; and
- g) Contractor acknowledges its responsibility to submit copies of any affidavits, drivers' licenses, and identification cards required pursuant to O.C.G.A. § 13-10-91 to the public employer within five business days of receipt.

\_\_\_\_\_  
Federal Work Authorization User Identification Number  
(E-Verify Number)

\_\_\_\_\_  
Date of Authorization

\_\_\_\_\_  
Name of Contractor

\_\_\_\_\_  
Name of Project

Jekyll Island-State Park Authority  
Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on \_\_\_\_\_ (month, date), 20 \_\_\_\_ in \_\_\_\_\_ (city), \_\_\_\_\_ (state).

\_\_\_\_\_  
Signature of Authorized Officer or Agent

\_\_\_\_\_  
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME  
ON THIS THE \_\_\_\_ DAY OF \_\_\_\_\_, 20 \_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC  
My Commission Expires: \_\_\_\_\_



ATTACHMENT- B-2

SUBCONTRACTOR AFFIDAVIT UNDER O.C.G.A. § 13-10-91(B)(3)

By executing this affidavit, the undersigned subcontractor verifies its compliance with O.C.G.A. § 13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services under a contract with \_\_\_\_\_ (name of contractor) on behalf of the Jekyll Island-State Park Authority has registered with, is authorized to use and uses the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. § 13-10-91. Furthermore, the undersigned subcontractor will continue to use the federal work authorization program throughout the contract period and the undersigned subcontractor will contract for the physical performance of services in satisfaction of such contract only with sub-subcontractors who present an affidavit to the subcontractor with the information required by O.C.G.A. § 13-10-91(b). Additionally, the undersigned subcontractor will forward notice of the receipt of an affidavit from a sub-subcontractor to the contractor within five business days of receipt. If the undersigned subcontractor receives notice that a sub-subcontractor has received an affidavit from any other contracted sub-subcontractor, the undersigned subcontractor must forward, within five business days of receipt, a copy of the notice to the contractor. Subcontractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

\_\_\_\_\_  
Federal Work Authorization User Identification Number  
(E-Verify Number)

\_\_\_\_\_  
Date of Authorization

\_\_\_\_\_  
Name of Subcontractor

\_\_\_\_\_  
Name of Project

Jekyll Island-State Park Authority  
Name of Public Employer

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on \_\_\_\_\_ (month, date), 20 \_\_\_\_ in \_\_\_\_\_ (city), \_\_\_\_\_ (state).

\_\_\_\_\_  
Signature of Authorized Officer or Agent

\_\_\_\_\_  
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME  
ON THIS THE \_\_\_\_ DAY OF \_\_\_\_\_, 20 \_\_\_\_.

\_\_\_\_\_  
NOTARY PUBLIC  
My Commission Expires: \_\_\_\_\_

ATTACHMENT- B-3

CERTIFICATION OF NO EMPLOYEES UNDER O.C.G.A. §13-10-91(B)(5)

By signing this form, the undersigned contractor, sub-contractor, or sub-sub contractor verifies it has no employees and has no plans to hire employees for the purpose of executing the contract (named below) with the Jekyll Island-State Park Authority. The contractor agrees to provide the Jekyll Island Authority with a copy of a state issued driver's license or a state issued identification card as proof that he/she is authorized to perform the work related to this contract. Failure to submit this signed statement and/or provide the required license or identification card would prohibit the Jekyll Island Authority from acquiring any additional or future services with you or your company.

Name of Contractor \_\_\_\_\_

Name of Project \_\_\_\_\_

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on \_\_\_\_\_ (date) in \_\_\_\_\_ (city), \_\_\_\_\_ (state).

\_\_\_\_\_  
Signature of Authorized Officer or Agent

\_\_\_\_\_  
Printed Name and Title of Authorized Officer or Agent

SUBSCRIBED AND SWORN BEFORE ME ON

\_\_\_\_\_ (date)

\_\_\_\_\_  
NOTARY PUBLIC

My Commission Expires: \_\_\_\_\_

[NOTARY SEAL]

**IF YOU ARE SUBMITTING ATTACHMENT B-3, YOU  
MUST ATTACH A COPY OF YOUR AND  
EACH OF YOUR INDEPENDENT CONTRACTOR'S  
DRIVER'S LICENSE OR STATE IDENTIFICATION CARD.**

ATTACHMENT - C

CONTRACT

[ON FOLLOWING PAGES]

# Jekyll Island-State Park Authority

**1. This Contract is entered into between the JIA and the Contractor named below:**  
 The Jekyll Island-State Park Authority (hereafter called JIA)

Contractor's Name  
 Name (hereafter called Contractor)

**2. Contract to Begin:**                      **Date of Completion:**                      **Total Cost:**  
 Date (No earlier than 5 Days                      Date                      \$ \_\_\_\_\_  
 after Board Approval)

**3. Performance Bond, if any:**                      **Other Bonds, if any:**  
 None                      None

<b>4. Authorized Person and Contact Information to Receive Contract Legal Notices for JIA:</b> General Counsel Jekyll Island-State Park Authority 100 James Road Jekyll Island, GA 31527	<b>Authorized Person and Contact Information to Receive Contract Legal Notices for Contractor:</b> Name Company Street Address City, State, Zip
--	---

<b>5. Project Manager for JIA:</b> _____ 100 James Road Jekyll Island, GA 31527 TELEPHONE: _____ EMAIL: _____	<b>Project Manager for Contractor:</b> Name Street Address City, State, Zip TELEPHONE: _____ EMAIL: _____
--	--

- 6. The parties agree to comply with the terms and conditions of the following Exhibits which are by this reference made a part of the Contract:**
- |  |
|--|
| Exhibit 1: Contract Terms and Conditions for Services                              |
| Exhibit 2: Scope of Work   |
| Exhibit 3: Insurance Documentation   |
| Exhibit 4: Federal and State Work Authorization and Immigration Laws Documentation |

IN WITNESS WHEREOF, this Contract has been executed by the parties hereto.

**7. Contractor**  
 Contractor's Name (If other than an individual, state whether a corporation, partnership, etc.)  
 Name

By (Authorized Signature)	Date Signed
---------------------------	-------------

Printed Name and Title of Person Signing

Address  
 Address

**8. Jekyll Island-State Park Authority**  
 By (Authorized Signature)                      Date Signed

Printed Name and Title of Person Signing  
 C. Jones Hooks, Executive Director

Address  
 100 James Road, Jekyll Island, GA 31527

Exhibit 1

CONTRACT TERMS AND CONDITIONS FOR SERVICES

A. DEFINITIONS AND GENERAL INFORMATION

1. Definitions. The following words shall be defined as set forth below:

- (i) "Contractor" means the provider(s) of the Services under the Contract.
- (ii) "JIA" means the Jekyll Island-State Park Authority.
- (iii) "JIA Standard Contract" or "Contract" means the agreement between the JIA and the Contractor as defined by the JIA Standard Contract Form and its incorporated documents.
- (iv) "JIA Standard Contract Form" means the document that contains basic information about the Contract and incorporates by reference the applicable Contract Terms and Conditions, the final pricing documentation for Services, and the Scope of Work. The JIA Standard Contract Form is defined separately and referred to separately throughout the JIA Standard Contract as a means of identifying the location of certain information. For example, the initial term of the Contract is defined by the dates in the JIA Standard Contract Form.
- (v) "Proposal" shall mean Contractor's submission in response to the Request for Proposal.
- (vi) "Premises" shall mean that location on Jekyll Island, whether real property or improvement, described in the Scope of Work.
- (vii) "Project" shall mean the same as "Services."
- (viii) "Purchase Instrument" means the documentation issued by the JIA to the Contractor for a purchase of Services in accordance with the terms and conditions of the Contract.
- (ix) "Request for Proposal ("RFP")" means those documents, including documents attached or incorporated by reference in RFP #370 utilized for soliciting proposals in accordance with the RFP procedures and instructions set forth herein.
- (x) "Scope of Work" means a list of those Services agreed upon by the Contractor and the JIA for Contractor to perform.
- (xi) "Services" means the services and deliverables as provided in the Scope of Work and as further described by the Proposal and the Contract, attached to this Contract as Exhibit 2.
- (xii) "State" means the State of Georgia and the JIA.

2. Priority of Contract Provisions. Any pre-printed contract terms and conditions included on Contractor's forms or invoices shall be null and void. In any conflict between the terms of this Contract and the Request for Proposal, the terms of this Contract shall control.

Exhibit 1

CONTRACT TERMS AND CONDITIONS FOR SERVICES

B. DURATION OF CONTRACT

1. Contract Term. The Contract between the JIA and the Contractor shall begin and end on the dates specified in the JIA Standard Contract Form unless terminated earlier in accordance with the applicable terms and conditions.
2. Schedule of Events. See the Schedule of Events set forth in the Proposal.
3. Contract Renewal. The JIA shall have the option, in its sole discretion, to renew the Contract for additional terms as defined in the JIA Standard Contract Form on a year-to-year basis by giving the Contractor written notice of the renewal decision at least sixty (60) days prior to the expiration of the initial term or renewal term. Renewal will depend upon the best interests of the JIA, funding, and Contractor's performance. Upon the JIA's election, in its sole discretion, to renew any part of this Contract, Contractor shall remain obligated to perform in strict accordance with this Contract unless otherwise agreed by the JIA and the Contractor.
4. Contract Extension. In the event that this Contract shall terminate or be likely to terminate prior to the making of an award for a new contract for the Services, the JIA may, with the written consent of Contractor, extend this Contract for such period as may be necessary to afford the JIA a continuous supply of the Services.

C. DESCRIPTION OF SERVICES

1. Services to be Provided. All Services shall be provided in accordance with the specifications contained in the Scope of Work and the terms of the Contract.
2. Product Shipment and Delivery. All products, if any, shall be shipped F.O.B. destination to Jekyll Island, GA 31527 - street address to be provided by JIA Project Manager. All items shall be at the Contractor's risk until they have been delivered and accepted by the receiving entity. All items shall be subject to inspection on delivery. Hidden damage will remain the responsibility of the Contractor to remedy without cost to the JIA, regardless of when the hidden damage is discovered.
3. Non-Exclusive Rights. The Contract is not exclusive. The JIA reserves the right to select other contractors to provide services similar to the Services described in the Contract during the term of the Contract.
4. Changes in the Work: The JIA may at any time, as the need arises, order changes within the statement of work without invalidating the Contract. If such changes increase or decrease the amount due under the Contract or the time required for performance of the work, an equitable adjustment shall be negotiated culminating in the issuance of a Contract Amendment. The Project Manager may, at any time, by issuing a Change Order or Contract Amendment, make changes in the details of the work. The Contractor shall proceed with the performance of any changes in the work so ordered by the Project Manager unless the Contractor believes that such order entitles him or her to a change in the fee or time or both, in which he or she shall give the Project Manager written notice thereof within fifteen (15) days after the receipt of the Change Order or Contract Amendment, and the Contractor shall not execute such amendments pending the receipt of an executed Notice to Proceed instruction from the JIA. The JIA may, when changes are minor or when changes would result in relatively small changes in the Fee or Contract Time, elect to postpone the issuance of a Contract Amendment until such time that a single amendment of substantial importance can be issued incorporating several changes. In

Exhibit 1

CONTRACT TERMS AND CONDITIONS FOR SERVICES

such cases, the JA shall indicate this intent in a written notice to the Contractor. The Fee shall be increased only by a mutual agreement by the Contractor and the JIA and set forth in a Contract Amendment.

D. COMPENSATION

1. Fees. The Contractor will be paid for Services provided pursuant to the Contract in accordance with the Scope of Work. Unless clearly stated otherwise in the Contract, all prices are firm and fixed and are not subject to variation.
2. Billings and Payment. The Contractor shall be paid in accordance with the Billing Schedule as set forth in the Proposal.

Unless otherwise agreed in writing by the JIA and the Contractor, the Contractor shall not be entitled to receive any other payment or compensation from the JIA for Services provided by or on behalf of the Contractor under the Contract. The Contractor shall be solely responsible for paying all costs, expenses and charges it incurs in connection with its performance under the Contract, including, but not limited to, startup costs, overhead or other costs associated with the performance of the Contract, other than agreed upon fees and costs as outlined in the Contract..

3. Delay of Payment Due to Contractor's Failure. If the JIA in good faith determines that the Contractor has failed to perform or deliver Services as required by the Contract, the JIA may withhold that portion of the Contractor's compensation which represents payment for Services that were not performed or delivered. To the extent that the Contractor's failure to perform or deliver in a timely manner causes the JIA to incur costs, the JIA may deduct the amount of such incurred costs from any amounts payable to Contractor. The JIA's authority to deduct such incurred costs shall not in any way affect the JIA's authority to terminate the Contract or to recover Liquidated Damages.
4. Set-Off Against Sums Owed by the Contractor. In the event that the Contractor owes the JIA any sum under the terms of the Contract, pursuant to any judgment, or pursuant to any law, the JIA may set off the sum owed against any sum owed by the JIA to the Contractor in the JIA's sole discretion.
5. The terms of this Contract are intended to supersede all provisions of the Georgia Prompt Pay Act.

E. TERMINATION

1. Immediate Termination. The JIA may terminate the Contract for any one or more of the following reasons effective immediately without advance notice:
  - (i) In the event the Contractor is required to be certified or licensed as a condition precedent to providing the Services, the revocation or loss of such license or certification may result in immediate termination of the Contract effective as of the date on which the license or certification is no longer in effect;
  - (ii) The JIA determines that the actions, or failure to act, of the Contractor, its agents, employees or subcontractors have caused, or reasonably could cause, life, health or safety to be jeopardized;

Exhibit 1

CONTRACT TERMS AND CONDITIONS FOR SERVICES

- (iii) The Contractor fails to comply with confidentiality laws or provisions; and/or
  - (iv) The Contractor furnished any statement, representation or certification in connection with the Contract or the bidding process which is materially false, deceptive, incorrect or incomplete.
2. Termination for Cause. The occurrence of any one or more of the following events shall constitute cause for the JIA to declare the Contractor in default of its obligations under the Contract:
- (i) The Contractor fails to deliver or has delivered nonconforming Services or fails to perform, to the JIA's satisfaction, any material requirement of the Contract or is in violation of a material provision of the Contract, including, but without limitation, the express warranties made by the Contractor;
  - (ii) The JIA determines that satisfactory performance of the Contract is substantially endangered or that a default is likely to occur;
  - (iii) The Contractor fails to make substantial and timely progress toward performance of the Contract;
  - (iv) The Contractor becomes subject to any bankruptcy or insolvency proceeding under federal or state law to the extent allowed by applicable federal or state law including bankruptcy laws; the Contractor terminates or suspends its business; or the JIA reasonably believes that the Contractor has become insolvent or unable to pay its obligations as they accrue consistent with applicable federal or state law;
  - (v) The Contractor has failed to comply with applicable federal, state and local laws, rules, ordinances, regulations and orders when performing within the scope of the Contract;
  - (vi) The Contractor has engaged in conduct that has or may expose the JIA or the State to liability, as determined in the JIA's sole discretion; or
  - (vii) The Contractor has infringed any patent, trademark, copyright, trade dress or any other intellectual property rights of the JIA, the State, or a third party.
3. Notice of Default. If there is a default event caused by the Contractor, the JIA shall provide written notice to the Contractor requesting that the breach or noncompliance be remedied within the period of time specified in the JIA's written notice to the Contractor. If the breach or noncompliance is not remedied within the period of time specified in the written notice, the JIA may:
- (i) Immediately terminate the Contract without additional written notice; and/or
  - (ii) Procure substitute services from another source and charge the difference between the Contract and the substitute contract to the defaulting Contractor; and/or,
  - (iii) Enforce the terms and conditions of the Contract and seek any legal or equitable remedies.
4. Termination Upon Notice. Following thirty (30) days' written notice, the JIA may terminate



Exhibit 1

CONTRACT TERMS AND CONDITIONS FOR SERVICES

the Contract in whole or in part without the payment of any penalty or incurring any further obligation to the Contractor. Following termination upon notice, the Contractor shall be entitled to compensation, upon submission of invoices and proper proof of claim, for Services provided under the Contract to the JIA up to and including the date of termination.

5. Termination Due to Change in Law. The JIA shall have the right to terminate this Contract without penalty by giving thirty (30) days' written notice to the Contractor as a result of any of the following:
  - (i) The JIA's authorization to operate is withdrawn or there is a material alteration in the programs administered by the JIA; and/or
  - (ii) The JIA's duties are substantially modified.
6. Payment Limitation in Event of Termination. In the event of termination of the Contract for any reason by the JIA, the JIA shall pay only those amounts, if any, due and owing to the Contractor for the Services actually rendered up to the date specified in the notice of termination for which the JIA is obligated to pay pursuant to the Contract. Payment will be made only upon submission of invoices and proper proof of the Contractor's claim. This provision in no way limits the remedies available to the JIA under the Contract in the event of termination.
7. The Contractor's Termination Duties. Upon receipt of notice of termination or upon request of the JIA, the Contractor shall:
  - (i) Cease work under the Contract and take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report within thirty (30) days of the date of notice of termination, describing the status of all work under the Contract, including, without limitation, results accomplished, conclusions resulting therefrom, and any other matters the JIA may require;
  - (ii) Immediately cease using and return to the JIA any personal property or materials, whether tangible or intangible, provided by the JIA to the Contractor;
  - (iii) Comply with the JIA's instructions for the timely transfer of any active files and work product produced by the Contractor under the Contract;
  - (iv) Cooperate in good faith with the JIA and its employees, agents and contractors during the transition period between the notification of termination and the substitution of any replacement contractor(s); and
  - (v) Immediately return to the JIA any payments made by the JIA for Services that were not delivered or rendered by the Contractor.

Exhibit 1

CONTRACT TERMS AND CONDITIONS FOR SERVICES

F. CONFIDENTIAL INFORMATION.

1. Access to Confidential Data. The Contractor's employees, agents and subcontractors may have access to confidential data maintained by the JIA to the extent necessary to carry out the Contractor's responsibilities under the Contract. The Contractor shall presume that all information received pursuant to the Contract is confidential unless otherwise designated by the JIA. The private or confidential data shall remain the property of the JIA at all times. Some Services performed for the JIA may require the Contractor to sign a nondisclosure agreement. Contractor understands and agrees that refusal or failure to sign such a nondisclosure agreement, if required, may result in termination of the Contract.
2. No Dissemination of Confidential Data.
  - (i) No confidential data collected, maintained, or used in the course of performance of the Contract shall be disseminated except as authorized by law and with the written consent of the JIA, either during the period of the Contract or thereafter.
  - (ii) Any data supplied to or created by the Contractor shall be considered the property of the JIA. The Contractor must return any and all data collected, maintained, created or used in the course of the performance of the Contract, in whatever form it is maintained, promptly at the request of the JIA.
  - (iii) In the event that a subpoena or other legal process is served upon the Contractor for records containing confidential information, the Contractor shall promptly notify the JIA and cooperate with the JIA in any lawful effort to protect the confidential information. The Contractor shall immediately report to the JIA any unauthorized disclosure of confidential information.
3. Survives Termination. The Contractor's confidentiality obligation under the Contract shall survive termination of the Contract.
4. If it is reasonably likely the Contractor will have access to the JIA's confidential information, then:
  - (i) The Contractor shall provide to the State a written description of the Contractor's policies and procedures to safeguard confidential information;
  - (ii) Policies of confidentiality shall address, as appropriate, information conveyed in verbal, written, and electronic formats;
  - (iii) The Contractor must designate one individual who shall remain the responsible authority in charge of all data collected, used, or disseminated by the Contractor in connection with the performance of the Contract; and
  - (iv) The Contractor shall provide adequate supervision and training to its agents, employees and subcontractors to ensure compliance with the terms of the Contract.

CONTRACT TERMS AND CONDITIONS FOR SERVICES

G. INDEMNIFICATION

1. Contractor's Indemnification Obligation. The Contractor agrees to indemnify and hold harmless the JIA and the State of Georgia and their officers, employees, agents, and volunteers (collectively, "Indemnified Parties") from any and all costs, expenses, losses, claims, damages, liabilities, settlements and judgments, including reasonable value of the time spent by the Attorney General's Office, related to or arising from:
  - (i) Any breach of the Contract;
  - (ii) Any negligent, intentional or wrongful act or omission of the Contractor or any employee, agent, or subcontractor utilized or employed by the Contractor;
  - (iii) Any failure of Services to comply with applicable specifications, warranties, and certifications under the Contract;
  - (iv) The negligence or fault of the Contractor in design, testing, development, manufacture, or otherwise with respect to the Services provided under the Contract;
  - (v) Claims, demands, or lawsuits that, with respect to the goods (if any) or any parts thereof, allege product liability, strict product liability, or any variation thereof;
  - (vi) The Contractor's performance or attempted performance of the Contract, including any employee, agent or subcontractor utilized or employed by the Contractor;
  - (vii) Any failure by the Contractor to comply with the "Compliance with the Law" provision of the Contract;
  - (viii) Any failure by the Contractor to make all reports, payments and withholdings required by federal and state law with respect to social security, employee income and other taxes, fees or costs required by the Contractor to conduct business in the State of Georgia or the United States;
  - (ix) Any infringement of any copyright, trademark, patent, trade dress, or other intellectual property right; or
  - (x) Any failure by the Contractor to adhere to the confidentiality provisions of the Contract.
2. Duty to Reimburse State Tort Claims Fund. To the extent such damage or loss as covered by this indemnification is covered by the State of Georgia Tort Claims Fund ("the Fund"), the Contractor (and its insurers) agrees to reimburse the Fund. To the full extent permitted by the Constitution and the laws of the State and the terms of the Fund, the Contractor and its insurers waive any right of subrogation against the State, the Indemnified Parties, and the Fund and insurers participating thereunder, to the full extent of this indemnification.
3. Litigation and Settlements. The Contractor shall, at its own expense, be entitled to and shall have the duty to participate in the defense of any suit against the Indemnified Parties. No settlement or compromise of any claim, loss or damage entered into by the Indemnified Parties shall be binding upon Contractor unless approved in writing by Contractor. No settlement or compromise of any claim, loss or damage entered into by Contractor shall be binding upon the Indemnified Parties unless approved in writing by the Indemnified Parties.

CONTRACT TERMS AND CONDITIONS FOR SERVICES

4. Patent/Copyright Infringement Indemnification. Contractor shall, at its own expense, be entitled to and shall have the duty to participate in the defense of any suit instituted against the JIA and indemnify the JIA against any award of damages and costs made against the State or the JIA by a final judgment of a court of last resort in such suit insofar as the same is based on any claim that any of the Services constitutes an infringement of any United States Letters Patent or copyright, provided the State gives the Contractor immediate notice in writing of the institution of such suit, permits Contractor to fully participate in the defense of the same, and gives Contractor all available information, assistance and authority to enable Contractor to do so. Subject to approval of the Attorney General of the State of Georgia, the JIA shall tender defense of any such action to Contractor upon request by Contractor. Contractor shall not be liable for any award of judgment against the State reached by compromise or settlement unless Contractor accepts the compromise or settlement. Contractor shall have the right to enter into negotiations for and the right to effect settlement or compromise of any such action, but no such settlement shall be binding upon the State or the JIA unless approved by the State.

In case any of the Services is in any suit held to constitute infringement and its use is enjoined, Contractor shall, at its option and expense: (i) Procure for the JIA the right to continue using the Services; (ii) Replace or modify the same so that it becomes non-infringing; or (iii) Remove the same and cancel any future charges pertaining thereto.

Contractor, however, shall have no liability to the JIA if any such patent, or copyright infringement or claim thereof is based upon or arises out of: (i) Compliance with designs, plans or specifications furnished by or on behalf of the JIA as to the Services; (ii) Use of the Services in combination with apparatus or devices not supplied by Contractor; (iii) Use of the Services in a manner for which the same was neither designed nor contemplated; or (iv) The claimed infringement of any patent or copyright in which the JIA or any affiliate or subsidiary of the JIA has any direct interest by license or otherwise.

5. Survives Termination. The indemnification obligation of the Contractor shall survive termination of the Contract.

H. INSURANCE. The Insurance Provisions of the RFP are specifically incorporated herein.

J. WARRANTIES

1. Construction of Warranties Expressed in the Contract with Warranties Implied by Law. All warranties made by the Contractor and/or subcontractors in all provisions of the Contract, whether or not the Contract specifically denominates the Contractor's and/or subcontractors' promise as a warranty or whether the warranty is created only by the Contractor's affirmation or promise, or is created by a description of the Services to be provided, or by provision of samples to the JIA shall not be construed as limiting or negating any warranty provided by law, including without limitation, warranties which arise through course of dealing or usage of trade, the warranty of merchantability, and the warranty of fitness for a particular purpose. The warranties expressed in the Contract are intended to modify the warranties implied by law only to the extent that they expand the warranties applicable to the Services provided by the Contractor. The provisions of this section apply during the term of the Contract and any extensions or renewals thereof.
2. Warranty – Nonconforming Services and Goods. All Services and any goods delivered by Contractor to the JIA shall be free from any defects in design, material, or workmanship. All

## Exhibit 1

### CONTRACT TERMS AND CONDITIONS FOR SERVICES

Services will be performed in a professional manner using appropriately skilled personnel. If any Services or goods offered by the Contractor are found to be defective in material or workmanship, or do not conform to Contractor's warranty, the JIA shall have the option of returning, repairing, or replacing the defective Services or goods at Contractor's expense. Payment for Services and any goods shall not constitute acceptance. Acceptance by the JIA shall not relieve the Contractor of its warranty or any other obligation under the Contract.

3. Compliance with Federal Safety Acts. Contractor warrants and guarantees to the JIA that the Services provided under the Contract are in compliance with Sections 5 and 12 of the Federal Trade Commission Act; the Fair Packaging and Labeling Act; the Federal Food, Drug, and Cosmetic Act; the Consumer Product Safety Act; the Federal Environmental Pesticide Control Act; the Federal Hazardous Substances Act; the Fair Labor Standards Act; the Wool Products Labeling Act; the Flammable Fabrics Act; the Occupational Safety and Health Act; the Office of Management and Budget A-110 Appendix A; and the Anti-Kickback Act of 1986.
4. Originality and Title to Concepts, Materials, and Goods Produced. Contractor represents and warrants that all the concepts, materials, goods and Services produced, or provided to the JIA pursuant to the terms of the Contract shall be wholly original with the Contractor or that the Contractor has secured all applicable interests, rights, licenses, permits or other intellectual property rights in such concepts, materials and works. The Contractor represents and warrants that the concepts, materials, goods and Services and the JIA's use of same and the exercise by the JIA of the rights granted by the Contract shall not infringe upon any other work, other than material provided by the Contract to the Contractor to be used as a basis for such materials, or violate the rights of publicity or privacy of, or constitute a libel or slander against, any person, firm or corporation and that the concepts, materials and works will not infringe upon the copyright, trademark, trade name, trade dress patent, literary, dramatic, statutory, common law or any other rights of any person, firm or corporation or other entity. The Contractor represents and warrants that it is the owner of or otherwise has the right to use and distribute the goods and Services contemplated by the Contract.
5. Conformity with Contractual Requirements. The Contractor represents and warrants that the Services provided in accordance with the Contract will appear and operate in conformance with the terms and conditions of the Contract.
6. Authority to Enter into Contract. The Contractor represents and warrants that it has full authority to enter into the Contract and that it has not granted and will not grant any right or interest to any person or entity that might derogate, encumber or interfere with the rights granted to the State and the JIA.
7. Obligations Owed to Third Parties. The Contractor represents and warrants that all obligations owed to third parties with respect to the activities contemplated to be undertaken by the Contractor pursuant to the Contract are or will be fully satisfied by the Contractor so that the State and the JIA will not have any obligations with respect thereto.
8. Title to Property. The Contractor represents and warrants that title to any property assigned, conveyed or licensed to the JIA is good and that transfer of title or license to the JIA is rightful and that all property shall be delivered free of any security interest or other lien or encumbrance. Title to any supplies, materials, or equipment shall remain in the Contractor until fully paid for by the JIA. Except as otherwise expressly authorized by the JIA, all materials produced by Contractor personnel in performance of Services, including but not limited to software, charts, graphs, diagrams, video tapes and other project documentation shall be deemed to be work

Exhibit 1

CONTRACT TERMS AND CONDITIONS FOR SERVICES

made for hire and shall be the property of the JIA with no use restrictions.

9. Industry Standards. The Contractor represents and expressly warrants that all aspects of the Services provided or used by it shall at a minimum conform to the standards in the Contractor's industry. This requirement shall be in addition to any express warranties, representations, and specifications included in the Contract, which shall take precedence.
10. Contractor's Personnel and Staffing. Contractor warrants that all persons assigned to perform Services under this Contract are either lawful employees of Contractor or lawful employees of a subcontractor authorized by the JIA. All persons assigned to perform Services under this Contract shall be qualified to perform such Services. Personnel assigned by Contractor shall have all professional licenses required to perform the Services.
11. State Security. JIA may, in its sole discretion, require that a criminal or financial background investigation be made of any and all Contractor personnel utilized to provide Services to the JIA. Contractor represents and warrants that Contractor shall refrain from assigning personnel to any task under this Contract if such investigation reveals a disregard for the law or other background that indicates an unacceptable security risk as determined by the JIA. The Contractor's employees, agents and subcontractors may be granted access to state computers, hardware, software, programs and/or information technology infrastructure or operations to the extent necessary to carry out the Contractor's responsibilities under the Contract. Such access may be terminated at the sole discretion of the JIA. The Contractor shall provide immediate notice to JIA of any employees, agents and/or subcontractors suspected of abusing or misusing such access privilege. The Contractor represents and warrants that Contractor shall provide notice to JIA of the changed status of any employee, agent or subcontractor granted access to state computers, hardware, software, programs and/or information technology infrastructure or operations, including, but not limited to, termination or change of the position or contract relationship.
12. Use of JIA Vehicles. Contractor warrants that no JIA vehicles will be used by Contractor for the performance of Services under this Contract. Contractor shall be responsible for providing transportation necessary to perform all Services.

K. MISCELLANEOUS

1. Compliance with the Law. The Contractor, its employees, agents, and subcontractors shall comply with all applicable federal, state, and local laws, rules, ordinances, regulations and orders now or hereafter in effect when performing under the Contract, including without limitation, all laws applicable to the prevention of discrimination in employment and the use of targeted small businesses as subcontractors or contractors. The Contractor, its employees, agents and subcontractors shall also comply with all federal, state and local laws regarding business permits and licenses that may be required to carry out the work performed under the Contract. Contractor and Contractor's personnel shall also comply with all State and JIA ordinances, policies, and standards in effect during the performance of the Contract, including but not limited to the JIA's policies and standards relating to personnel conduct, security, safety, confidentiality, and ethics. Further, the provisions of O.C.G.A. Section 45-10-20 et seq. have not and must not be violated under the terms of this Contract. Contractor certifies that Contractor is not currently engaged in, and agrees for the duration of this Contract not to engage in, a boycott of Israel, as defined in O.C.G.A. § 50-5-85.

Exhibit 1

CONTRACT TERMS AND CONDITIONS FOR SERVICES

2. Audits and Inspections. At any time during normal business hours and as often as JIA may deem necessary, the Contractor and his subcontractors shall make available to JIA and/or representatives of Jekyll Island Authority for examination of all its records with respect to all matters covered by this Contract. It shall also permit Jekyll Island Authority to audit, inspect, examine and make copies, excerpts or transcripts from such records of personnel, conditions of employment and other data relating to all matters covered by this Contract. All documents to be audited shall be available for inspection at all reasonable times in the main offices of JIA or at the offices of the Contractor as requested by JIA.

3. Sexual Harassment Prevention. The State of Georgia Sexual Harassment Prevention Policy can be located at <http://doas.ga.gov/human-resources-administration/board-rules-policy-and-compliance/jointly-issued-statewide-policies/sexual-harassment-prevention-policy>.

Pursuant to the State of Georgia's Statewide Sexual Harassment Prevention Policy (the "Policy"), all contractors, their employees, and their subcontractors who are regularly on State premises or who regularly interact with State personnel must review and agree to comply with the State of Georgia Sexual Harassment Prevention Policy and complete sexual harassment prevention training on an annual basis, which can be located at <https://www.youtube.com/embed/NjVtoDDnc2s?rel=0>, prior to accessing JIA premises and prior to interacting with JIA employees. Upon request by the JIA, Contractor will provide documentation substantiating the completion of sexual harassment training.

4. Drug-free Workplace. The Contractor hereby certifies as follows:

- (i) Contractor will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of this Contract; and
- (ii) If Contractor has more than one employee, including Contractor, Contractor shall provide for such employee(s) a drug-free workplace, in accordance with the Georgia Drug-free Workplace Act as provided in O.C.G.A. Section 50-24-1 et seq., throughout the duration of this Contract; and
- (iii) Contractor will secure from any subcontractor hired to work on any job assigned under this Contract the following written certification: "As part of the subcontracting agreement with (Contractor's Name), (Subcontractor's Name) certifies to the contractor that a drug-free workplace will be provided for the subcontractor's employees during the performance of this Contract pursuant to paragraph 7 of subsection (b) of Code Section 50-24-3."

Contractor may be suspended, terminated, or debarred if it is determined that:

- (iv) Contractor has made false certification here in above; or
  - (v) Contractor has violated such certification by failure to carry out the requirements of O.C.G.A. Section 50-24-3(b).
5. Compliance with Federal and State Work Authorization and Immigration Laws. Contractor and all subcontracted consultants must comply with all federal and state work authorization and immigration laws and must certify compliance using the form(s) set forth in the RFP.

Exhibit 1

CONTRACT TERMS AND CONDITIONS FOR SERVICES

6. Amendments. The Contract may be amended in writing from time to time by mutual consent of the parties. All amendments to the Contract must be in writing and fully executed by duly authorized representatives of the JIA and the Contractor.
7. Third Party Beneficiaries. There are no third-party beneficiaries to the Contract. The Contract is intended only to benefit the JIA and the Contractor.
8. Choice of Law and Forum. The laws of the State of Georgia shall govern and determine all matters arising out of or in connection with this Contract without regard to the choice of law provisions of State law. In the event any proceeding of a quasi-judicial or judicial nature is commenced in connection with this Contract, such proceeding shall solely be brought in a court or other forum of competent jurisdiction within Fulton County, Georgia. This provision shall not be construed as waiving any immunity to suit or liability, including without limitation sovereign immunity, which may be available to the State.
10. Assignment and Delegation. The Contract may not be assigned, transferred or conveyed in whole or in part without the prior written consent of the JIA. For the purpose of construing this clause, a transfer of a controlling interest in the Contractor shall be considered an assignment.
11. Use of Third Parties. Except as may be expressly agreed to in writing by the JIA, Contractor shall not subcontract, assign, delegate or otherwise permit anyone other than Contractor or Contractor's personnel to perform any of Contractor's obligations under this Contract or any of the work subsequently assigned under this Contract.
  - (i) No subcontract which Contractor enters into with respect to performance of obligations or work assigned under the Contract shall in any way relieve Contractor of any responsibility, obligation, or liability under this Contract and for the acts and omissions of all subcontractors, agents, and employees. All restrictions, obligations, and responsibilities of the Contractor under the Contract shall also apply to the subcontractors. Any contract with a subcontractor must also preserve the rights of the JIA. The JIA shall have the right to request the removal of a subcontractor from the Contract for good cause.
  - (ii) The Contract shall cause appropriate provisions to be inserted into all subcontracts relative to the work to bind subcontractors to the Contractor by the terms of the Contract insofar as applicable to the work of subcontractors and to give the Contractor the same power as regards to terminating any subcontractor as the JIA may exercise over the Contractor under any provision of the Contract.
  - (iii) Nothing contained in this Contract shall create any contractual relation between any subcontractor and the JIA.
12. Integration. The Request for Proposal # 370 including any Addendums and "Questions and Answers"; Legal Advertisement; and Proposal, except for any exclusions, ("Incorporated Documents") are incorporated into and by reference made a part of this Contract. The Contract and its Incorporated Documents represent the entire agreement between the parties. The parties shall not rely on any representation that may have been made which is not included in the Contract. The JIA will not be bound by any terms and conditions included in any Contractor's packaging, invoice, catalog, brochure, technical data sheet, or other document which attempts to impose any condition at variance with or in addition to the terms and conditions contained in



Exhibit 1

CONTRACT TERMS AND CONDITIONS FOR SERVICES

any contract, including this Contract, or purchase order executed or issued by the JIA.

13. Headings or Captions. The paragraph headings or captions used in the Contract are for identification purposes only and do not limit or construe the contents of the paragraphs.
14. Not a Joint Venture. Nothing in the Contract shall be construed as creating or constituting the relationship of a partnership, joint venture, (or other association of any kind or agent and principal relationship) between the parties thereto. Each party shall be deemed to be an independent contractor contracting for the Services and acting toward the mutual benefits expected to be derived herefrom. Neither Contractor nor any of Contractor's agents, servants, employees, subcontractors or contractors shall become or be deemed to become agents, servants, or employees of the State for the purposes of this Contract. Contractor shall therefore be responsible for compliance with all laws, rules and regulations involving its employees and any subcontractors, including but not limited to employment of labor, hours of labor, health and safety, working conditions, workers' compensation insurance, and payment of wages. No party has the authority to enter into any contract or create an obligation or liability on behalf of, in the name of, or binding upon another party to the Contract.
15. Joint and Several Liability. If the Contractor is a joint entity, consisting of more than one individual, partnership, corporation or other business organization, all such entities shall be jointly and severally liable for carrying out the activities and obligations of the Contract, and for any default of activities and obligations.
16. Supersedes Former Contracts or Agreements. Unless otherwise specified in the Contract, this Contract supersedes all prior contracts or agreements between the JIA and the Contractor for the Services provided in connection with the Contract.
17. Waiver. Except as specifically provided for in a waiver signed by duly authorized representatives of the JIA and the Contractor, failure by either party at any time to require performance by the other party or to claim a breach of any provision of the Contract shall not be construed as affecting any subsequent right to require performance or to claim a breach.
18. Notice. Any and all notices, designations, consents, offers, acceptances or any other communication provided for herein shall be given in writing by registered or certified mail, return receipt requested, by receipted hand delivery, by Federal Express, courier or other similar and reliable carrier which shall be addressed to the person who signed the Contract on behalf of the party at the address identified in the JIA Standard Contract Form. Each such notice shall be deemed to have been provided:
  - (i) At the time it is actually received; or,
  - (ii) Within one (1) day in the case of overnight hand delivery, courier or Services such as Federal Express with guaranteed next day delivery; or,
  - (iii) Within seven (7) days after it is deposited in the U.S. Mail in the case of registered U.S. Mail.

From time to time, the parties may change the name and address of the person designated to receive notice. Such change of the designated person shall be in writing to the other party and as provided herein.

Exhibit 1

CONTRACT TERMS AND CONDITIONS FOR SERVICES

19. Cumulative Rights. The various rights, powers, options, elections, and remedies of any party provided in the Contract shall be construed as cumulative and not one of them is exclusive of the others or exclusive of any rights, remedies or priorities allowed either party by law, and shall in no way affect or impair the right of any party to pursue any other equitable or legal remedy to which any party may be entitled as long as any default remains in any way unremedied, unsatisfied or undischarged.
20. Severability. If any provision of the Contract is determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the validity or enforceability of any other part or provision of the Contract. Further, if any provision of the Contract is determined to be unenforceable by virtue of its scope, but may be made enforceable by a limitation of the provision, the provision shall be deemed to be amended to the minimum extent necessary to render it enforceable under the applicable law. Any agreement of the JIA and the Contractor to amend, modify, eliminate, or otherwise change any part of this Contract shall not affect any other part of this Contract, and the remainder of this Contract shall continue to be of full force and effect.
21. Time is of the Essence. Time is of the essence with respect to the performance of the terms of the Contract. Contractor shall ensure that all personnel providing Services to the JIA are responsive to the JIA's requirements and requests in all respects.
22. Authorization. The persons signing this Contract represent and warrant to the other parties that:
  - (i) It has the right, power and authority to enter into and perform its obligations under the Contract; and
  - (ii) It has taken all requisite action (corporate, statutory or otherwise) to approve execution, delivery and performance of the Contract and the Contract constitutes a legal, valid and binding obligation upon itself in accordance with its terms.
23. Successors in Interest. All the terms, provisions, and conditions of the Contract shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns and legal representatives.
24. Record Retention and Access. The Contractor shall maintain books, records and documents in accordance with generally accepted accounting principles and procedures and which sufficiently and properly document and calculate all charges billed to the State throughout the term of the Contract for a period of at least five (5) years following the date of final payment or completion of any required audit, whichever is later. Records to be maintained include both financial records and service records. The Contractor shall permit the Auditor of the State or any authorized representative of the State, and where federal funds are involved, the Comptroller General of the United States, or any other authorized representative of the United States government, to access and examine, audit, excerpt and transcribe any directly pertinent books, documents, papers, electronic or optically stored and created records or other records of the Contractor relating to orders, invoices or payments or any other documentation or materials pertaining to the Contract, wherever such records may be located during normal business hours. The Contractor shall not impose a charge for audit or examination of the Contractor's books and records. If an audit discloses incorrect billings or improprieties, the State reserves the right to charge the Contractor for the cost of the audit and appropriate reimbursement. Evidence of criminal conduct will be turned over to the proper authorities.

## Exhibit 1

### CONTRACT TERMS AND CONDITIONS FOR SERVICES

25. Solicitation. The Contractor warrants that no person or selling agency (except bona fide employees or selling agents maintained for the purpose of securing business) has been employed or retained to solicit and secure the Contract upon an agreement or understanding for commission, percentage, brokerage or contingency.
26. Public Records. The laws of the State of Georgia, including the Georgia Open Records Act, as provided in O.C.G.A. Section 50-18-70 et seq., require procurement records and other records to be made public unless otherwise provided by law.
27. Clean Air and Water Certification. Contractor certifies that none of the facilities it uses to provide the Services are on the Environmental Protection Agency (EPA) List of Violating Facilities. Contractor will immediately notify the JIA of the receipt of any communication indicating that any of Contractor's facilities are under consideration to be listed on the EPA List of Violating Facilities.
28. Debarred, Suspended, and Ineligible Status. Contractor certifies that the Contractor and/or any of its subcontractors have not been debarred, suspended, or declared ineligible by any agency of the State of Georgia or as defined in the Federal Acquisition Regulation (FAR) 48 C.F.R. Ch.1 Subpart 9.4. Contractor will immediately notify the JIA if Contractor is debarred by the State or placed on the Consolidated List of Debarred, Suspended, and Ineligible Contractors by a federal entity.
29. Use of Name or Intellectual Property. Contractor agrees it will not use the name or any intellectual property, including but not limited to, JIA or State trademarks or logos in any manner, including commercial advertising or as a business reference, without the express prior written consent of the JIA or the State of Georgia.
30. Taxes. The JIA is exempt from some taxes, including State and Local Sales and Use Taxes on the services. Tax Exemption Certificates will be furnished upon request.
31. Certification Regarding Sales and Use Tax. By executing the Contract, the Contractor certifies it is either (a) registered with the State Department of Revenue, collects, and remits State sales and use taxes as required by Georgia law, including Chapter 8 of Title 48 of the O.C.G.A.; or (b) not a "retailer" as defined in O.C.G.A. Section 48-8-2. The Contractor also acknowledges that the State may declare the Contract void if the above certification is false.
32. Delay or Impossibility of Performance. Neither Party shall be liable or responsible to the other party, nor be deemed to have defaulted under or breached this Agreement, or be required to perform any term, provision, agreement, condition or covenant in this Agreement so long as such performance is hindered, prevented, or delayed by 'force majeure', which shall mean acts of God, strikes, injunctions, war, lockouts or labor restrictions, pandemics or epidemics, or other actions imposed by any third party beyond the control of the parties, sub-contractors, independent contractors, or employees hereto. The impacted party shall give notice within 10 days of the Force Majeure Event to the other party, to the extent practicable, stating the period of time the occurrence is expected to continue. The impacted party shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause. If delay results from a subcontractor's conduct, negligence or failure to perform, the Contractor shall not be excused from compliance with the terms and obligations of the Contract.
33. Limitation of Contractor's Liability to the JIA. Except as otherwise provided in this

Exhibit 1

CONTRACT TERMS AND CONDITIONS FOR SERVICES

Contract, Contractor's liability to the JIA for any claim of damages arising out of this Contract shall be limited to direct damages and shall not exceed the total amount paid to Contractor for the performance under this Contract.

No limitation of Contractor's liability shall apply to Contractor's liability for loss or damage to JIA equipment or other property while such equipment or other property is in the sole care, custody, and control of Contractor's personnel. Contractor hereby expressly agrees to assume all risk of loss or damage to any such JIA equipment or other property in the sole care, custody, and control of Contractor's personnel. Contractor further agrees that equipment transported by Contractor personnel in a vehicle belonging to Contractor (including any vehicle rented or leased by Contractor or Contractor's personnel) shall be deemed to be in the sole care, custody, and control of Contractor's personnel while being transported. Nothing in this section shall limit or affect Contractor's liability arising from claims brought by any third party.

34. Obligations Beyond Contract Term. The Contract shall remain in full force and effect to the end of the specified term or until terminated or canceled pursuant to the Contract. All obligations of the Contractor incurred or existing under the Contract as of the date of expiration, termination or cancellation will survive the termination, expiration or conclusion of the Contract.
35. Counterparts. The JIA and the Contractor agree that the Contract has been or may be executed in several counterparts, each of which shall be deemed an original and all such counterparts shall together constitute one and the same instrument.
36. Further Assurances and Corrective Instruments. The JIA and the Contractor agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for carrying out the expressed intention of the Contract.

## Exhibit 2

### SCOPE OF WORK

- A. Included in this Scope of Work is:
  - 1. The entirety of RFP # 370 is incorporated herein.
  - 2. Exhibit 2-A: Proposal of Contractor
- B. Premises
- C. Schedule of Events
- D. Services:
  - 1. Please refer to Section 7 of RFP # 370 and the Proposal, which are incorporated herein.
  - 2. Additional details not set forth in the RFP or Proposal
- E. Fees
- F. Billing and Payments

Exhibit 3  
INSURANCE DOCUMENTATION  
[ON FOLLOWING PAGES]

Exhibit 4

FEDERAL AND STATE WORK AUTHORIZATION AND IMMIGRATION LAWS  
DOCUMENTATION

---

---

**MEMORANDUM**

---

---

**TO:** FINANCE COMMITTEE  
**FROM:** NOEL JENSEN, DEPUTY EXECUTIVE DIRECTOR  
**SUBJECT:** RFP 371 JEKYLL ISLAND PUBLIC SAFETY COMPLEX - CONSTRUCTION  
**DATE:** 8/9/2022

---

The Jekyll Island Authority Board has funded the cost of the architectural and civil design of the Jekyll Island Public Safety Complex, hiring The Jericho Design Group, Cumming, GA, to complete the design package by 8/12/2022. Jericho Design Group has also contracted with the Authority to oversee the bidding and construction of the Public Safety Complex to ensure that construction firm selection and actual construction are awarded to the most responsive and qualified bidder and also to ensure construction is per plans and specifications. Staff is in receipt of and has returned comments on 95% of the construction set of design documents.

Staff hereby requests that RFP 371, Construction of Jekyll Island Public Safety Complex, be published for bids to be accepted by Jericho and JIA staff for review and selection. The intent of RFP 371 would be to bring a highly responsive bidder to the JIA Board for approval of a construction contract (pending legal approval) during its October Board meeting.



**MEMORANDUM OF AGREEMENT**  
**BY AND BETWEEN**  
**JEKYLL ISLAND-STATE PARK AUTHORITY**  
**AND**  
**MERCER MEDICINE, LLC**

THIS MEMORANDUM OF AGREEMENT (the “Memorandum”) is made by and between the JEKYLL ISLAND-STATE PARK AUTHORITY, a public corporation and instrumentality of the State of Georgia (“JIA”), and MERCER MEDICINE, LLC, a Georgia limited liability company (“MERCER”). JIA and MERCER are collectively referred to as the Parties and individually as a Party.

WHEREAS, JIA owns real property consisting of approximately 4,534 +/- square feet of commercial space located at the address commonly known as Suite 201/205, 11 Main Street, Jekyll Island, Georgia 31527 (the “Premises”) in the area commonly known as the Beach Village;

WHEREAS, MERCER operates health clinics throughout the State of Georgia in conjunction with the Mercer University School of Medicine curriculum;

WHEREAS, JIA and MERCER desire to enter into a lease for the Premises in order to operate a health clinic to provide medical and healthcare services to the general public on Jekyll Island (the “Project”);

WHEREAS, JIA finds that the Project will provide improved access to health care in furtherance of the health, safety and general welfare of residents, business owners and employees and visitors of Jekyll Island, and will render Jekyll Island a more self-supporting and attractive destination for people of average income;

WHEREAS, JIA and MERCER desire to memorialize the key terms and establish development benchmarks for the Project as set forth in this Memorandum.

NOW THEREFORE, in consideration of the foregoing premises, the Parties hereby agree as follows:

**AGREEMENT**

1. **PROJECT PLANNING.** Promptly after execution of this Memorandum, MERCER will supply JIA with specifications for renovations and construction of the Premises (“Project Requirements”). JIA will obtain architectural drawings and plans (“Project Plans”) at a cost not to exceed \$20,000.00 (“Plans Allowance”) for renovations and construction of the Premises according to the Project Requirements. JIA will deliver copies of the Project Plans to MERCER, and upon receipt, MERCER will have fifteen (15) days (the “Project Plans Review Period”) to review and approve the Project Plans or provide written comments to JIA as to any objections or noted discrepancies between the Project Requirements and the Project

Plans. The Project Plans will be deemed approved upon JIA's receipt of MERCER's written approval during the Project Plans Review Period, or if, at the end of the Project Plans Review Period, JIA has not received a written objection from MERCER to the Project Plans.

2. PROJECT BUILD-OUT. Upon approval of the Project Plans, JIA will cause the Premises to be renovated and constructed in accordance with the Project Plans at JIA's expense, at a cost not to exceed \$300,000.00 ("Tenant's Improvement Allowance").
3. PROJECT FURNISHINGS AND EQUIPMENT. Upon approval of the Project Plans, MERCER will supply JIA with specifications for furnishings, fixtures and equipment for the Project ("Project FFE") no later than September 30, 2022, and JIA will pursue funding through the State of Georgia for acquisition of the Project FFE. Upon receipt of sufficient funding, as determined by JIA in its discretion, JIA will obtain and deliver, or cause to be delivered, the Project FFE to the Premises at JIA's expense at a cost not to exceed \$450,000.00.
4. LEASE OF PREMISES; KEY TERMS. Upon execution of this Memorandum, the Parties will engage in good faith negotiations to lease the Premises pursuant to a lease agreement (the "Lease") that will include, in addition to JIA's standard lease terms for merchants in the Beach Village, terms and conditions substantially similar to or reflecting the following "Key Terms":
  - a. MERCER will lease the Premises and operate the Project as a health clinic offering medical and healthcare services in the model of a primary care physician.
  - b. MERCER will operate the Project under the trade name "Mercer Medicine Jekyll Island".
  - c. The Premises and all Project FFE will be owned by JIA, and MERCER will maintain in good repair the Premises and all FFE.
  - d. MERCER's interest in the Premises will be that of a usufruct and not an estate for years. JIA and MERCER will be in a commercial landlord-tenant relationship.
  - e. MERCER will be solely responsible for all costs and all legal compliance associated with hiring and employing all staff, including medical, professional and other staff, employed at the Premises. Medical staff may include medical school students, medical residents, medical school faculty, private physicians and other medical professionals selected or approved by MERCER.
  - f. MERCER will be solely responsible for establishing the hours of operation of the facility, provided that during the months of May through August, the Premises will be open for business no less than seven days per week from 9 a.m. to 6 p.m. and during the months of September through April the Premises will be open for business no less than 5 days per week from 9 a.m. to 5 p.m.
  - g. The initial term of the Lease will be at least five years, with options for renewal for

two terms of five years each.

- h. For the first three years of the Lease, the annual rent payment to JIA for the Premises will be abated from competitive rates comparable to other commercial leases in the Beach Village to \$10.00 per year.
- i. After the end of the third year of the Lease, MERCER will pay rent, including percentage rent, to JIA at competitive rates comparable to other commercial leases in the Beach Village to include the greater of base rent at \$18.00 per square foot or percentage rent at 3% of all gross income above a breakpoint as percentage rent.
- j. MERCER will be responsible for MERCER'S share of the reasonable common area maintenance and operational costs associated with JIA's maintenance and operation of the Beach Village ("CAM Fees"). JIA will determine MERCER's share according to the square footage of the Premises in proportion to the total rentable square footage of the Beach Village.
- k. MERCER will be responsible for obtaining adequate disposal of hazardous wastes and biomedical waste generated at the Premises.
- l. MERCER will be responsible for obtaining all signage for the Premises, subject to approval by JIA.

5. NON-BINDING. This Memorandum is intended to set forth the terms and conditions upon which the Parties will enter into the Lease to accomplish the Project. As such this Memorandum is otherwise completely non-binding and has no effect on either party whatsoever until a Lease has been fully executed by both MERCER and JIA. Notwithstanding any provision of this Memorandum to the contrary, MERCER acknowledges and agrees that JIA will be under no obligation to expend any funds whatsoever on the Project or the Premises unless and until JIA and MERCER shall have fully executed the Lease.

6. BROKERAGE: The Parties agree no brokerage fee or commission is or will be due to any person in connection with this Memorandum or the Lease.

Agreed to and accepted by the parties this 12<sup>th</sup> day of August, 2022.

**MERCER MEDICINE, LLC**

**JEKYLL ISLAND STATE PARK  
AUTHORITY**

By: Jean Sumner  
 Name: Jean R. Sumner, M.D.  
 Its: President

By: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Its: \_\_\_\_\_



**JEKYLL ISLAND**  
AUTHORITY  
**2023 BOARD MEETING DATES**

Board meetings fall on the **THIRD Tuesday** of each month unless otherwise noted

<b>Month</b>	<b>Date</b>	<b>Location</b>
January	Tuesday, January 17, 2023	Jekyll Island Convention Center
February	Tuesday, February 21, 2023	Jekyll Island Convention Center
March	Tuesday, March 21, 2023	Jekyll Island Convention Center
April	Tuesday, April 18, 2023	Jekyll Island Convention Center
May	Tuesday, May 23, 2023	Jekyll Island Convention Center
Called Budget Meeting	Thursday, June 01, 2023	Via Teleconference
June	Tuesday, June 20, 2023	Jekyll Island Golf Club Second Floor
July	No Meeting This Month	
August Annual Meeting	Tuesday, August 15, 2023	Jekyll Island Convention Center
September	Tuesday, September 19, 2023	TBD
October	Tuesday, October 17, 2023	TBD
November	Tuesday, November 14, 2023	Jekyll Island Convention Center
December	Tuesday, December 12, 2023 (Tentative)	Jekyll Island Convention Center

*Draft 7/22/2022*

2nd Tuesday
4th Tuesday
Annual Meeting
Special Called Meeting



The Jekyll Island State Park Authority (JIA) and Committees met in Public Session on Tuesday, June 21, 2022 at the Jekyll Island Club Resort Morgan Center and via teleconference.

Members Present: Mr. Dale Atkins, Chairman  
Mr. Bob Krueger, Vice Chairman  
Mr. Bill Gross, Secretary/Treasurer  
Commissioner Mark Williams  
Dr. Buster Evans  
Ms. Joy Burch-Meeks via Teleconference  
Mr. Glen Willard via Teleconference (until 10:41 a.m.)

Members Absent: Mr. Trip Tollison  
Mr. Joseph B. Wilkinson Jr

Key Staff Present: Jones Hooks, Executive Director  
Noel Jensen, Deputy Executive Director  
Zachary Harris, General Counsel  
Marjorie Johnson, Chief Accounting Officer  
Jenna Johnson, Director of Human Resources  
Alexa Hawkins, Director of Marketing & Communications  
Michelle Kaylor, Director of GSTC  
Yank Moore, Natural Resources Manager  
Maria Humphrey, Lease Manager  
Anna Trapp, Executive Assistant

Various members of the public, JIA staff, and press were also present.

Chairman Atkins called the committee session to order at 9:31 a.m. Roll was called for members attending in person and those attending via teleconference, and a quorum was established. Mr. Willard left the meeting at 10:41 AM.

JIA received four online public comments for this meeting:

- Cathy Dillon – Increase in Annual Pass Cost
- Michael Hazelkorn – Annual Parking Pass Increase
- Jon Stevenson – Proposed Budget
- Peter Dillon – Annual Pass Increase

Mr. Bill Gross made a motion to add Consideration of GDOT funding for the Jekyll Island Airport to the Finance Committee agenda. Commissioner Williams seconded the motion, and the motion carried unanimously.

## **I. Historic Preservation/Conservation Committee**

- A. Jones Hooks, Executive Director, introduced presenters from the US Army Corps of Engineers: Anna Godfrey, Douglas Krafft, and Jared Lopes to share the Fiscal Year 2022-2023 Engineering with Nature Sand Motor Project on Jekyll Island.

Doug Krafft, a research civil engineer in the coastal engineering branch in the Coastal Hydraulics Laboratory of the US Army Engineering, Research and Development Center, led the overview of the project. He explained that sand motors, or feeder beaches, are strategically concentrated beach nourishments. Sand motors promote the natural and

passive distribution of sand over a wider area while having a smaller construction footprint, longer lifespans, and lower costs than alternative methods. The potential sand motor on Jekyll Island would come from sand from shallow shoals adjacent to the entrance channel, which could support eroding beaches.

Potential benefits from this project include:

- Sustainably address chronic erosion by beneficially using dredged sediment to:
  - Improve public access to Driftwood beach
  - Help maintain existing storm risk reduction structures
  - Improve sea turtle habitat
- Reduced dredging costs for sand in shallow shoals adjacent to the channel
- Sediment with more fines (within the acceptable limit) may be able to be placed in the nearshore, adjacent to the sand motor, to help extend the lifespan and optimize the volume of sediment available to support the beach.

- B. Yank Moore, Natural Resources Manager, provided an update on shorebird nesting on Jekyll’s beaches. There were 25 Wilson’s Plover nests documented this year which had a 36% hatch rate. This rate is on par with what the Conservation department has seen over the past eight years, with 42% being the average hatch rate.

Additionally, Least Terns have successfully nested on Jekyll for the first time since 1982. The smallest Tern species that are on Jekyll, these nesting colonies are made up of monogamous pairs and live up to 20 to 30 years. They naturally nest on open beach sand, but it has become challenging for these birds to find public beaches where either recreation or high tides will not wash them out, so much so that they have been seen nesting on top of buildings and other places outside of their natural habitat. Least Terns are a priority species in the JIA Conservation Plan, since they are declining across their range due to challenges associated with being colony nesters. This year, the Conservation department set a rope line for Wilson’s Plovers, and the Least Terns nested right outside of that line, but the department was able to readjust to encompass the terns in the line.

The return of the Least Terns confirms that the conservation efforts of implementing rope lines and educating visitors on the importance of staying out of the dunes are helping conserve wildlife.

There were no public comments.

## **II. Finance Committee**

- A. Mr. Bill Gross, Finance Committee Chair summarized the May Financials including an overview of Revenues, Expenses, Net Operating Cash, and Traffic Statistics.

- Revenues were \$3,743,485.
- Expenses were \$2,673,356.
- Net Operating Cash Income was \$1,070,129.
- Total Traffic Counts were 123,621 vehicles.

- B. Jones Hooks, Executive Director, discussed the Proposed Fiscal Year 2023 Budget, highlighting the below items:

- The revenues for FY 2023 equate to the largest proposed budget in JIA’s history totaling \$35,466,720.46.
- \$239,417.64 is anticipated for cash reserves in the FY23 budget.

- The total for capital projects is \$3,132,763. This includes a design study for pickleball on Jekyll Island, the widening of Harbor Road, as well as other deferred maintenance and capital projects.
- Rate changes include the following:
  - Adjusting the regular rate from \$55 to \$75 and the oversized vehicle rate from \$100 to \$120 to balance out the purchases of daily and annual passes.
  - A \$2.50 per meter increase for Water and Sewer rates in base fees but no increase usage rates. A study to compare utility rates is also included in the budget.
  - Per Waste Management, there will be a 3% increase for trash fees.
    - Golf Round rates were increased in-season only:
    - Rates for June 1st to December 31st will remain the same
    - Rates for January 1st to May 31st will increase as follows:
      - 8:00am – 12:00pm increase from \$69 per round to \$75 per round
      - 12:00pm – 2:00pm increase from \$50 to \$55 per round
      - 2:00pm - Twilight increase from \$45 to \$50 per round
    - Golf Punch card rates:
      - 21 Round with Cart – increase from \$800 to \$900
      - 11 Round with Cart – increase from \$460 to \$500
      - 30 Round walking – increase from \$760 to \$850
    - The nightly rate for the Campground will increase by \$3.00 to cover new POS system reservation fee.
    - Increase to Intern Housing Rentals:
      - Interns/seasonal JIA staff will increase from \$50 per week to \$60 per week.
      - External rentals would be \$400 per week per house.
    - Summer Waves rates were increased and standardized after two years of drastically reduced rates during COVID.
      - Daily admission rate increase from \$20.00 to \$25.00 - \$28.00.
      - Group rate increase from \$16.99 to \$22.00.
      - Season pass increase from \$63/\$74.99 to \$80 with no discounts for multiple passes.
      - Season pass buddy rates increase from \$14.00 to \$20.00.
      - Staff pass rates increase from \$14.00 to \$20.00.
    - At the GSTC, THE Dawn Patrol rate will increase from \$160 to \$175, and the Night Patrol rate will increase from \$160 to \$250 to cover required extra personnel and fuel costs.
    - Venue rental will increase from \$3,000 to \$3,500 at Villa Ospo, and there will be an established \$5,000 rental rate at Hollybourne.

Marjorie Johnson, Chief Accounting Officer, added that the revenues for May were \$1,000,000, so it is anticipated that cash reserves will be higher than the projected \$1.6 million in FY22.

- C. Marjorie Johnson, Chief Accounting Officer, provided a brief update on the year-end budget. She noted that fiscal year 2022 was exceptional, and June is expected to be a strong finish to the year as well. She noted that staff did a great job of managing revenues and expenses, despite being short staffed all year, and that the pay increases approved in April significantly increased the number of applications received and the number of people hired.

She explained that daily visitation remains high, groups are returning to Jekyll, and museum tour sales are improving. Group sales and tours were hit the hardest during the pandemic, but they are finally recovering to pre-pandemic numbers.

Also, the net operating income is expected to be the largest that the JIA has ever seen. Those funds will be used for additional capital requests and as contribution to case reserves.

M. Johnson reminded everyone that June financials will not be ready until the August Board meeting due to the extra reports and steps needed to complete the year-end close out.

Mr. Bill Gross reminded everyone that the Finance Committee met on June 2, 2022 and recommended approval of the FY2023 budget and it's components including: the capital equipment and projects requests, rate increases, and inventive plans.

D. Noel Jenson, Deputy Executive Director, explained that the Authority was notified of a tentative allocation of \$75,000 to design the airport terminal and \$565,000 to construct the terminal at Jekyll Island Airport from Georgia Department of Transportation (GDOT). This is an ongoing project, but since zero bids were received during the initial Request for Proposal (RFP) process, the project was deemed expired by GDOT. They then withdrew the funds and reallocated them for FY23. The difference this round is that POND will be allowed to finish designing the terminal, and the RFP will only be for construction. He noted that GDOT Intermodal is holding \$171,154.85 from a previous incomplete project that can be used as matching funds for future projects. These funds will be put towards the 25% match for the airport terminal project, resulting in JIA only needing to match up to \$50,000.

Jones Hooks, Executive Director, clarified that the late notice of this request is due the notification letter only being received the day prior to the Board meeting and a response is needed by July 15, 2022.

A motion to recommend accepting funding from GDOT in the amount of \$637,500 for terminal design and construction at the Jekyll Island Airport, with the understanding that there could be up to \$50,000 in additional local matching funds, was made by Mr. Krueger and seconded by Mr. Willard. The motion carried unanimously.

There was one public comment:

- Al Tate expressed his concern over the proposed fee increases in the budget and suggested other mechanisms be explored to respond to the capacity study.

### **III. Human Resources Committee**

A. Jenna Johnson, Director of Human Resources, presented an update to the Annual Leave Policy for Board consideration. This update would allow employees to withdraw up to 40 hours of annual leave one time per calendar year, provided the remaining annual leave balance is not less than 80 hours. Employees must also have 120 hours of sick leave available to receive the cash payment.

A motion to recommend accepting the Annual Leave Policy Update as recommended by staff was made by Mr. Krueger and seconded by Mr. Atkins. The motion carried unanimously.

B. Jenna Johnson, Director of Human Resources, presented an update to the Holiday Policy. This update would allow part-time employees who work on a holiday to receive holiday pay equal to the time that the employee works, up to 8 hours, in addition to regular pay for actual time worked. Part-time employees who do not work on a holiday would not receive holiday pay. This update is recommended to better ensure operational locations across the island can be staffed appropriately on holidays.



A motion to recommend accepting the accepting the Holiday Policy Update as recommended by staff was made by Mr. Krueger and seconded by Mr. Atkins. The motion carried unanimously.

- C. Jenna Johnson, Director of Human Resources, provided an update to the Employee Media Response Policy. This update better defines social media, removes outdated social media avenues, and include new social media platforms. Additionally, it requires employees to gain approval from the Director of Marketing prior to any professional interview.

A motion to recommend accepting the Employee Media Response Policy Update as recommended by staff was made by Mr. Krueger and seconded by Mr. Atkins. The motion carried unanimously.

- D. Jenna Johnson, Director of Human Resources, provided an update to the Reemployment and Reinstatement Policy. This policy clarifies that reinstatement may occur when a regular employee who has left the Authority because of a staff reduction may be reemployed through reinstatement. However, employees who leave the Authority in good standing that wish to return, may apply for open positions, and if selected would be considered reemployed, not reinstated. Typically, reemployed employees do not receive consideration for previous annual lease or sick leave benefits that have been lost, whereas reinstated employees will receive those benefits.

A motion to recommend accepting the Reemployment and Reinstatement Policy Update as recommended by staff was made by Mr. Krueger and seconded by Mr. Atkins. The motion carried unanimously.

There were no public comments.

#### **IV. Marketing Committee**

- A. Michelle Kaylor, Director of the Georgia Sea Turtle Center (GSTC), opened the report for the Marketing Committee to discuss the GSTC's 15<sup>th</sup> anniversary, which also fell on World Sea Turtle Day. The anniversary celebration was kicked off with a live national broadcast through the Weather Channel which included an interview with Kaylor and an appearance with Scoot, the GSTC mascot. An anniversary sweepstakes was launched which gave guests an opportunity to win one of 15 bricks to be added to the center's walkway, and a 15% discount was offered to both in-person guests and online customers the day of the anniversary. Additionally, to reflect on the GSTC's history and lifesaving work, 15 center patients were chosen to be highlighted on the JIA website, with one of them being Anni, the center's 1,000 patient, who received a frozen seafood birthday cake as GSTC guests and staff sang "Happy Birthday" to commemorate the special day.

Alexa Hawkins, Director of Marketing & Communications, provided additional updates highlighting the following items:

- Southern Living highlighted Jekyll Island in their Spring/Summer issue.
- Members from the Golden Isles CVB and staff from the Georgia Department of Economic Development's Explore Georgia division attended a U.S. Travel Association's conference in Orlando, FL to promote tourism in Georgia. Prior to this show Jekyll was able to provide a pre-familiarization tour with seven international journalists for two nights each.
- Additional familiarization tours are underway or scheduled including representatives from the Travel Channel, Savannah Magazine, and Fun 4 First Coast Kids.

- Yank Moore, Natural Resource Manager, collaborated with a former AmeriCorp Member who wrote an article for Georgia Outdoor News highlighting an active study on rattlesnakes.
- A Shrimp & Grits Sweepstakes recently closed which gave participants a chance to win a two-night stay at the Jekyll Island Club Resort or one of 100 festival merchandise boxes. There were 9,322 sweepstakes entrants, and 6,312 new email subscribers were added to Jekyll's email subscriber database.
- Convention Center business has made a strong return including hosting The Georgia Association for Career and Technical Education which resulted in every hotel being sold out the week they were on the island. Additionally, the Georgia Society of Association Executives returned to Jekyll for the first time since 1998. Hosting this group provides Jekyll primary visibility to association meeting planners and executives around the state.

There were no public comments.

#### **V. Legislative Committee**

No report.

#### **VI. Committee of the Whole**

- A. Glenn Coyne, GMC Senior Planner presented the Second Reading of the proposed Ordinance Revisions. He reminded everyone that the purpose of these revisions is to provide an updated, organized, and concise Code that clearly details processes and procedures related to development, environment, historic preservation, landscaping, and tree protection. He also highlighted the process that began in May 2021 with a document review, staff workshop, and evaluation of codes. From there issues were identified, the outline for code revisions proposed, and the code revisions drafted and presented to the public and the Board. Opportunities for the public to provide comments included an online comment form and series of three public input sessions.

Revisions were made to the following chapters:

- Chapter 4: Animal Control
- Chapter 6: Building Codes
- Chapter 8: Commercial and Business Regulations including Alcohol Ordinance
- Chapter 10:
  - Article I: Landscaping and Tree Protection
  - Article II: Flood Protection
  - Article III: Stormwater
  - Article V: Beach and Natural Resource Protection
  - Article VI: Beach Lighting
  - Article VIII: Clean Community
  - Article IX: Sea Level Rise Resilience
  - Article X: Water Conservation
- Chapter 12: Fire Prevention and Protection
- Chapter 16: Leased Property
- Chapter 20: Residential Regulations
- Chapter 24: Streets and Rights of Way

Coyne noted that the first reading of the revised codes was held on May 17, 2022, and a revised first reading was held on June 2, 2022.

Coyne thanked the JIA staff for their input and dedication during the revision process.

Zach Harris, General Counsel, thanked Coyne and Courtney Reich with GMC for their work on this project. He also thanked the public for taking the time to review the materials and submit comments. Harris explained that the revised codes will need to be inserted into the existing framework of twenty-four chapters of code, so an enacting ordinance is presented. This ordinance will repeal existing chapters of the code and replace it with a revised corresponding chapter where applicable and will allow code that was not revised to be reordered and relocated within the existing code of ordinance structure as needed. A Scribner's provision is also included in the proposed enacting ordinance, and the ordinance will take effect upon adoption.

A motion to recommend approval and adoption of the Enacting Ordinance, Ordinance #2022-1, and the attached Draft Ordinances as recommended by staff was made by Mr. Gross and seconded by Commissioner Williams. The motion carried unanimously.

- B. Jones Hooks, Executive Director, presented the proposed FY23 Strategic Plan. He noted that the Strategic Plan is usually presented in August or September, but the State has moved the submission date to early July, and the required layout has changed from a narrative to a set spreadsheet format.

The first section of the Plan displays the agency's mission and vision as well as the projected environmental challenges. Hooks read the environmental scan which explains how capacity management is Jekyll Island's most prominent challenge. Hooks explained that though Jekyll needs to attract enough visitors to maintain the convention center and to occupy the hotels, it also needs to provide guests with a positive experience. Because of this, every event is evaluated to determine if it is a successful event and if it is fitting for Jekyll Island. Hooks provided the example of Whiskey, Wine, and Wildlife (W3) which after conversations with the sponsor of the event and staff from the Westin, it was decided that the JIA would not support the event on the scale it has been held in years past. One factor in this decision was that W3 was not an all-ages event, and Jekyll Island is continuously marketed as a family-friendly destination. Hooks also commented on the capacity issues experienced at the entry gates. The gate system is constantly being reviewed to determine how to improve that process, but often there are simply too many vehicles coming onto the island at one time. JIA staff will continue monitoring how to better manage capacity on Jekyll to benefit the entire island.

Hooks then explained that there are five overarching objectives in the Strategic Plan:

1. Continue and Complete Island Revitalization
2. Balance and Manage Island Resources
3. Sustain and Highlight Natural Resources
4. Enhance Visitor Experience
5. Continue and Improve Sustainable Operation Practices

Under each umbrella objective, specific objectives, action plans, and goals are listed for different departments to address during the next one to three years.

A motion to recommend approval of the proposed FY 2023 Strategic Plan for submittal to the Governor’s Office of Planning and Budget as recommended by staff was made by Dr. Evans and seconded by Mr. Gross. The motion carried unanimously.

- C. Zach Harris, General Counsel, presented the Development Agreement for the old Buccaneer Hotel property located at 90 South Beach View Drive which is leased by LNWA Developers LLC. The revised lease includes benchmarks for redevelopment for the property. One of those benchmarks includes a marketing study that the Board considered in January 2022 which concluded that the property would be best utilized as a residential property, and through discussions with the lessees, Dave Curtis and Gary Wadsten, it was decided that a single-family product would be the most beneficial for the stakeholders and Jekyll Island. The proposed development agreement establishes the guidelines and timelines for the lessee to meet as they move forward with redeveloping the property.

Per Mr. Hooks’s request for clarification, Harris confirmed that that this development agreement does not approve a specific layout, design plan, or number of units. It only clarifies the permitted use as a single-family residential development, which will ultimately be added to the amended ground lease, and it approves the language of the agreement which sets out benchmarks, timelines, and general obligations of the parties.

A motion to recommend approval of the Development Agreement with LNWA Developers, LLC, as recommended by staff was made by Mr. Krueger and seconded by Commissioner Williams. The motion carried unanimously.

- D. Maria Humphrey, Lease Manager, presented an amendment and correction to the lease agreement with Golden Isles Carriage and Trail at Three Oaks Farm. This lease was awarded in January 2022 through RFP #367. The proposed placement of infrastructure and accessory structured at the leased site necessitated a new drawing of the site, and it uncovered a slight discrepancy in the actual acreage. The new drawing captures an one-tenth of an acre decrease from the original leased site, so this amendment will reflect a reduced based rent to more accurately reflect that actual acreage being leased. Additionally, it was discovered that the lease was executed under the “doing business as” name opposed to the actual legal entity that is registered with the Secretary of State, so that is also corrected in the lease.

A motion to recommend approval of the First Amendment and Correction to the Lease Agreement with Golden Isles Carriage & Trails, LLC as recommended by staff was made by Mr. Gross and seconded by Dr. Evans. The motion carried unanimously.

- E. Noel Jensen, Deputy Executive Director presented a Hurricane Preparedness Update, reminding citizens, businesses, and guests of Jekyll of the potential threat of hurricanes in our area. WeatherBELL, a weather forecasting and analytics service, predicts between six to ten of the projected 22 named storms could hit in the southeast coastal region. To prepare for these potential storms, the JIA is:
- Reviewing internal emergency strategic and communication plans.
  - Gathering and reviewing hurricane supplies.
  - Checking generators, high water vehicles, insurance coverages, small tools, supplies, and heavy equipment.
  - Reviewing critical asset functions such as water/wastewater plants, flood gates, pumps, storm drains, and culverts.
  - Working with GEMA on critical employee lists and reviewing State re-entry procedures.

- Participating in Glynn County EMA’s HURREX Tabletop Exercise on Thursday, June 23rd.

Additionally, Jensen highlighted a few steps residents, businesses, and guests can take to ensure they are prepared:

- Know what to do before, during, and after a hurricane.
- Sign up for NIXLE to receive local alerts.
- Create an emergency communication plan with your family before a hurricane.
- Gather your hurricane supplies now, so you will be prepared.
  - [www.ready.gov/kit](http://www.ready.gov/kit)
- Check your insurance coverage, damages caused by flooding are not covered under normal homeowner’s insurance policies.
- Create a backup plan for evacuation, situations can change rapidly.

He also provided the below helpful links with additional information:

- Jekyll Island Emergency Preparedness Page:
  - <https://www.jekyllisland.com/residents/emergency-preparedness/>
- Report a power outage (Georgia Power):
  - <https://customerservice2.southerncompany.com/Outages/Overview>
- View Georgia Power outage map:
  - <https://outagemap.georgiapower.com/>
- Official website - U.S. Department of Homeland Security:
  - <https://www.ready.gov/hurricanes>
- Glynn County EMA Dashboard:
  - <https://glynn.maps.arcgis.com/apps/MapSeries/index.html?appid=40cf579420064e6c9e86ca2a7fa88022>

F. Jones Hooks, Executive Director, presented the Executive Director’s Report highlighting the following items:

- Terracon has provided the archaeological update. They found that Howland Road, Great Dunes Golf Course, Indian Mound Golf Course, and the Golf Club House on Captain Wylly Road are each significant resources, eligible for listing in the Georgia National Register of Historic Places. The review process is not over, and there will be a need for additional consultation with the state as the Golf Course Improvement project moves forward. Once project-specific plans have been drafted, the State Historic Preservation Office will review the impact of those project plans on the island’s resources.
- The Georgia Department of Audits and Accounts produced a report that looks at various businesses on Jekyll Island. The review discovered a few debits and credits owed to business and the JIA. M. Johnson confirmed that the JIA netted approximately \$5,000 as a result of the audit.
- Spencer Brookman has resigned from his position as Director of Golf after working with JIA in various positions since 2010, starting as an intern. Hooks congratulated Brookman on his new position with King and Prince.
- Noel Jensen, Deputy Executive Director, has completed his master’s in public administration.
- There is no meeting in July for the JIA Board.

- G. Mr. Atkins presented the Chairman’s Comments. He noted that Hooks was featured in Georgia Trend magazine along with an article highlighting Jekyll Island’s 75<sup>th</sup> Anniversary.

There were two public comments:

- Susan Inman, Coastal Advocate with 100 Miles, provided additional recommendations for the proposed revised codes, specifically defining recreational areas in the code and codifying the 2020 environmental assessment procedure. She also thanked the Board and staff for the public input opportunities related to the code revisions.
- Jim Reed, Jekyll Island Resident, suggested the proposed rate changes be deferred for one year, and he asked if a contingency plan was in place when the Jekyll Causeway is impassable due to an car accident or other incident.

The Chairman continued directly into the JIA Board Meeting.

**The Jekyll Island State Park Authority (JIA) Board Meeting**  
**June 21, 2022**

The roll was called at 11:49 a.m., and all members were present either in-person or via teleconference, except for Mr. Tollison, Mr. Wilkinson, and Mr. Willard who were absent.

**Action Items**

1. Commissioner Williams moved to accept the minutes of the May 17, 2022 Board Meeting as presented. The motion was seconded by Mr. Gross. There was no discussion, and the minutes were unanimously approved.
2. Dr. Evans moved to accept the minutes of the June 2, 2022 Called Board Meeting as presented. The motion was seconded by Mr. Gross. There was no discussion, and the minutes were unanimously approved.
3. The recommendation from the Finance Committee to approve the proposed Fiscal Year 2023 Capital Equipment and Projects Requests carried by unanimous approval.
4. The recommendation from the Finance Committee to approve the proposed Fiscal Year 2023 Rate Increases carried by unanimous approval.
5. The recommendation from the Finance Committee to approve the proposed Fiscal Year 2023 Incentive Plans carried by unanimous approval.
6. The recommendation from the Finance Committee to approve the proposed Fiscal Year 2023 Budget carried by unanimous approval.
7. The recommendation from the Human Resources Committee to accept the Annual Leave Policy Update carried by unanimous approval.
8. The recommendation from the Human Resources Committee to accept the Holiday Policy Update carried by unanimous approval.
9. The recommendation from the Human Resources Committee to accept the Employee Media Response Policy Update carried by unanimous approval.
10. The recommendation from the Human Resources Committee to accept the Reemployment and Reinstatement Policy Update carried by unanimous approval.
11. The recommendations from the Committee of the Whole to approve and adopt the Enacting Ordinance, Ordinance #2022-1 and attached Draft Ordinances carried by unanimous approval.



12. The recommendations from the Committee of the Whole to approve the proposed FY 2023 Strategic Plan for submittal to the Governor’s Office of Planning and Budget carried by unanimous approval.
13. The recommendations from the Committee of the Whole to approve the Development Agreement with LNWA Developers, LLC. carried by unanimous approval.
14. The recommendations from the Committee of the Whole First to approve the First Amendment and Correction to the Lease Agreement with Golden Isles Carriage & Trails, LLC. carried by unanimous approval.
15. The recommendation from the Finance Committee to accept funding from GDOT in the amount of \$637,500 for terminal design and construction at the Jekyll Island Airport, with the understanding that there could be up to \$50,000 in additional local matching funds carried by unanimous approval.

The motion to adjourn was made by Dr. Evans and was seconded by Mr. Krueger. There was no objection to the motion and the meeting adjourned at 11:57 a.m.

---

---

## MEMORANDUM

---

---

**TO:** COMMITTEE OF THE WHOLE  
**FROM:** NOEL JENSEN, DEPUTY EXECUTIVE DIRECTOR  
**SUBJECT:** OPERATIONS MONTHLY REPORT – JULY 2022  
**DATE:** 8/9/2022

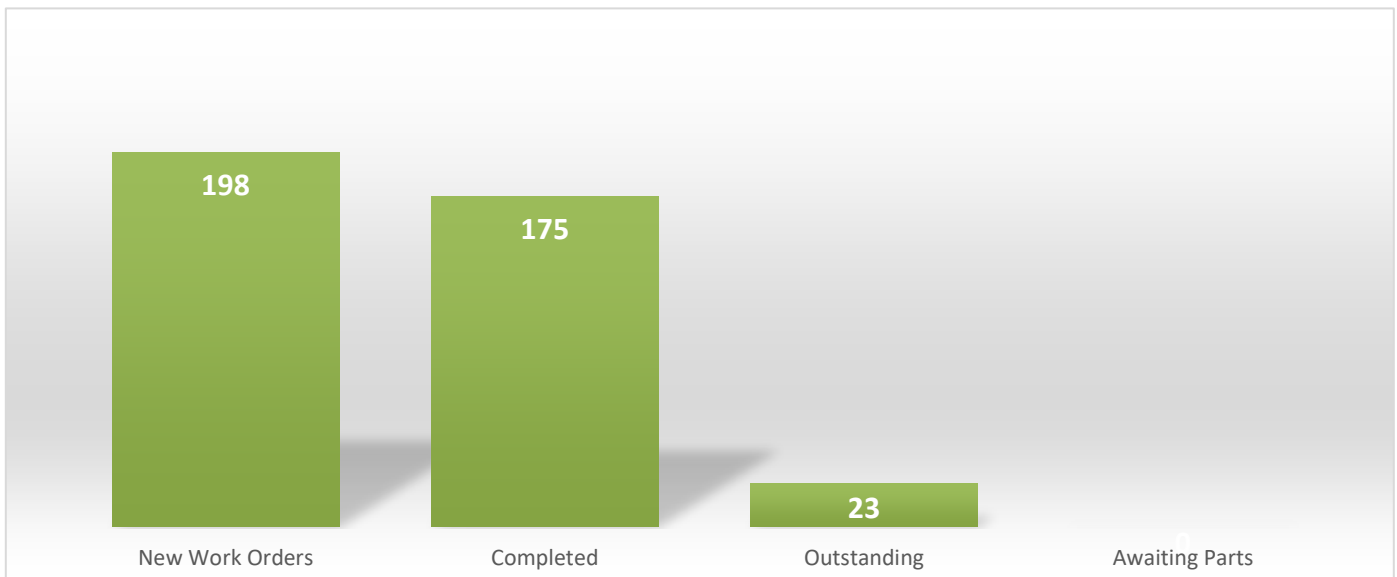
---

### **PUBLIC SERVICES**

#### **July Highlights:**

- Jekyll Island Airport (09J) self-serve aviation fuel (100LL) sold 1,424.72 gallons of 100LL aviation fuel in 71 transactions totaling \$10,911.95 in sales for the month of July.
- Campground expansion preparation continues onsite with JIA Landscape, Roads and Grounds, and water/wastewater staff. The construction entrance is installed, and selective tree management and road clearing are underway. The bathhouse construction contractor has completed framing on bathhouses #1 & 2, while plumbing, mechanical and electrical rough-in work has begun.
- The campground reached 86% occupancy which is considered “full capacity”.
- Summer Waves had its last full week of operations in July and is now only open weekends and holidays through Labor Day weekend.
- Public Safety Complex site work continues as civil and architectural construction package is submitted at 95% completed.

### **Operations Department Work Orders**



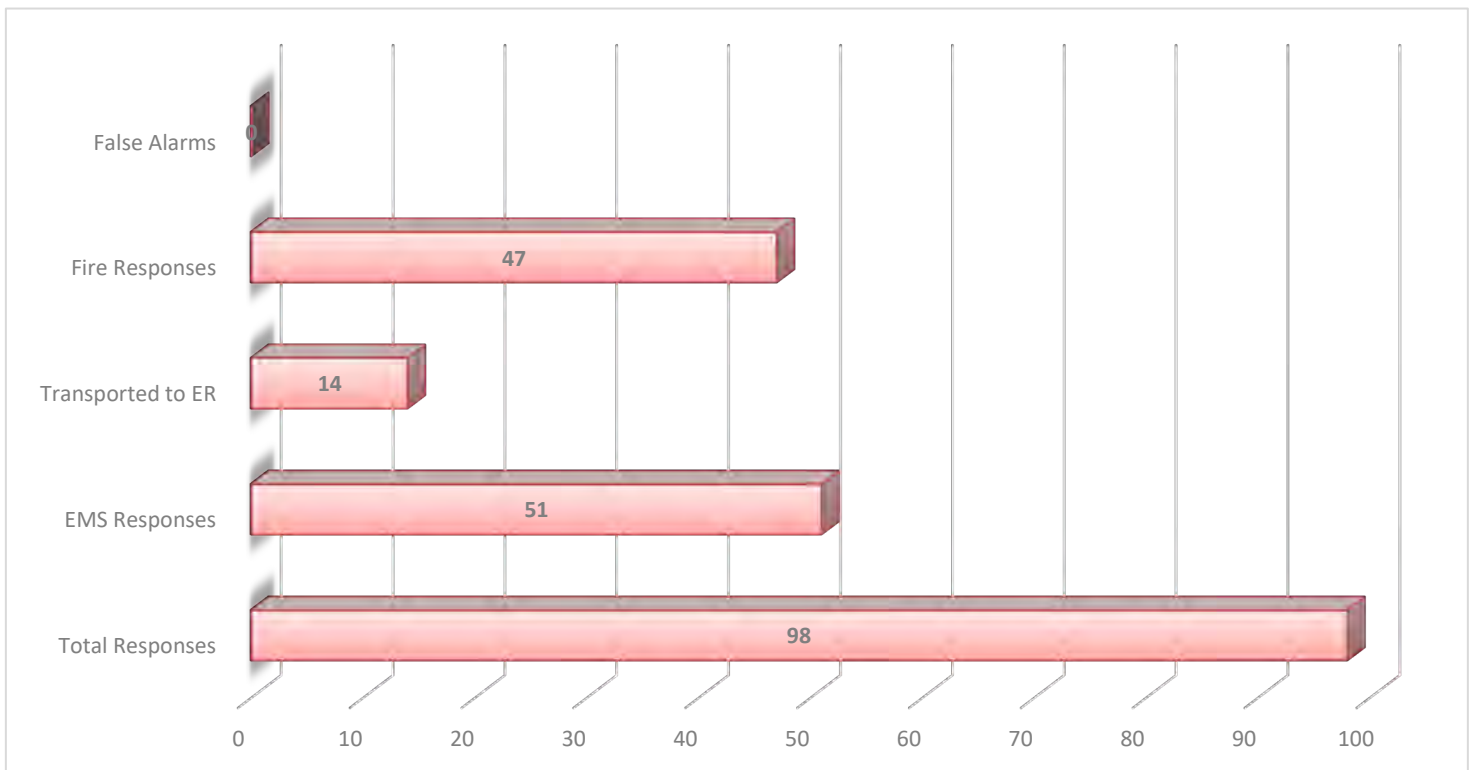


**PUBLIC SAFETY – Fire & EMS**

**July Highlights:**

- Completed 542:05 hours of staff training for the month.
- Hosted GA Fire Academy Leadership Class. Five (5) JIFD staff completed class requirements for Fire Officer 1 certification.
- Two (2) annual inspections were conducted in May.
- Twenty (20) permits were issued, and there were four (4) complaints investigated by Code Enforcement.

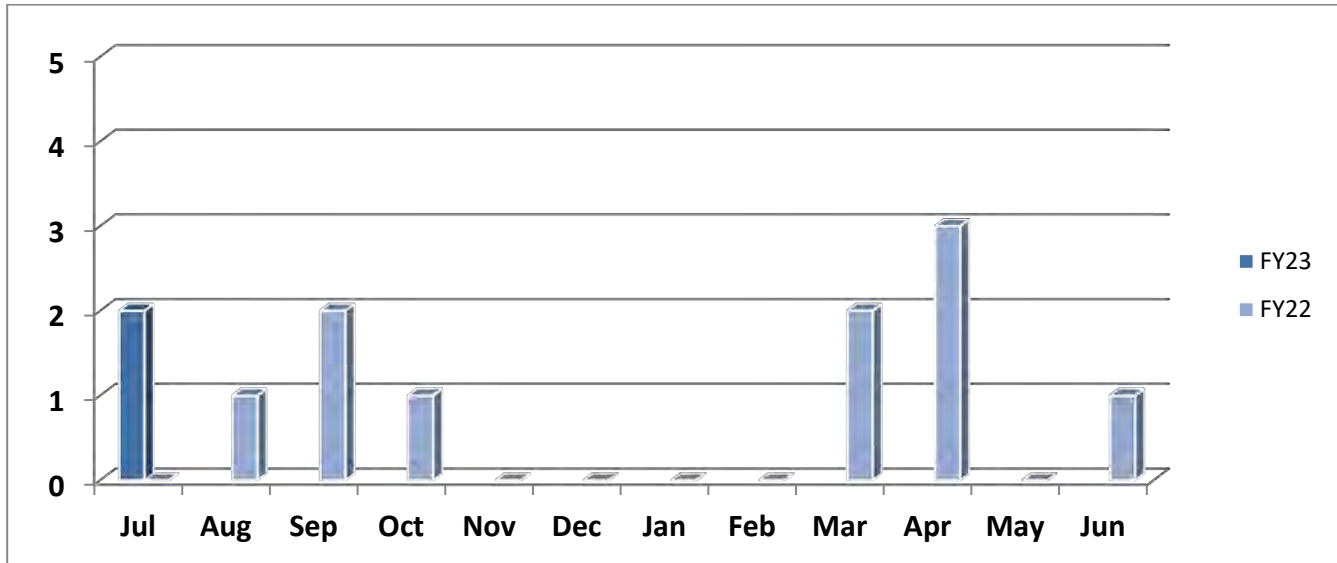
**Jekyll Island Fire & EMS Responses**



**MEMORANDUM**

**TO:** HUMAN RESOURCES COMMITTEE  
**FROM:** JENNA JOHNSON, HR DIRECTOR  
**SUBJECT:** HUMAN RESOURCES COMMITTEE REPORT  
**DATE:** 8/9/2022

**JIA Workers Compensation Claims:** (Target goal for FY23 = 9).



	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Total
<b>FY23</b>	2												2
<b>FY22</b>	0	1	2	1	0	0	0	0	2	3	0	1	10

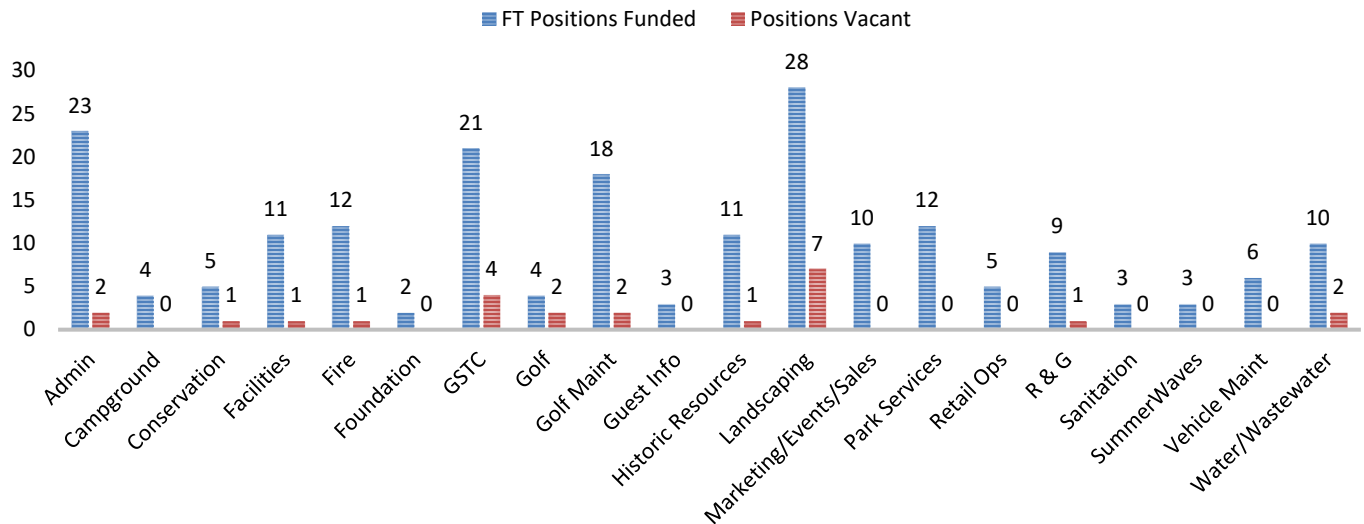
**JIA Employee Census:**

Month	Full time	Part Time	Seasonal	Interns/ Members	Total Employees
July	176	108	106	19	409

**Retirements:**

- None

# FULL TIME STAFFING



*Full-time Staffing as of 08/05/2022*

## **Recognition:**

### **o Meet our August Featured Employee: Terrence Massey**



Terrence has lived in the Golden Isles for all of his life. He began his career with the Jekyll Island Authority (JIA) on June 28, 2013. As the Park Services supervisor at Summer Waves, Terrence is responsible for maintaining the chemical balance for the pools, managing a small staff and keeping the park clean with approximately 2,000 guest a day.

When Terrence was asked what he liked most about working for the Jekyll Island Authority, he said “I like the people I get to interact with while doing my job.” Then he was asked, if you could improve one thing about Jekyll Island what would it be, “Give employees another type of island access pass and for the guest visiting our lovely island, additional restaurants (i.e. Waffle House) and entertainment that is different.”

When Terrence is not at Summer Waves, he is doing carpentry work around the house, working on building his computer and coming up with ideas of things that could make life better.

Terrence, we appreciate all that you do, thank you for your service!

---

---

**MEMORANDUM**

---

---

**TO:** HISTORIC PRESERVATION/CONSERVATION COMMITTEE  
**FROM:** BEN CARSWELL, DIRECTOR OF CONSERVATION AND SUSTAINABILITY  
**SUBJECT:** CONSERVATION UPDATE  
**DATE:** 8/9/2022

### **Management and Planning**

- Preparations continue in coordination with Georgia Audubon for phase one of the beach prairie restoration project. A second herbicide treatment was applied last week to continue removing non-native grasses in advance of planting native plants this winter. GA Audubon also was successful in securing [additional grant funds for the project](#), allowing us to restore an additional 3-acres of beachfront native grasslands.

### **Outreach, Leadership, and Personnel**

- Conservation staff met with new Satilla Riverkeeper Chris Bertrand to familiarize him with JIA and to discuss mutual interests.
- JIA Wildlife Biologist Joseph Colbert along with several collaborators including two former JIA Conservation AmeriCorps members, published an [article in the Scientific Journal Southeastern Naturalist](#), highlighting a rare occurrence in the wild of a hybrid eastern diamondback / canebrake rattlesnake cross and associated genetic findings.
- Joseph Colbert has coordinated with staff of White Oak Conservation in Yulee, Florida, to provide their team members with orientation and exposure to our rattlesnake research and monitoring activities.
- Joseph attended a workshop, hosted by the UGA Marine Extension and GA Sea Grant, focusing on the state of alligator research in GA. He presented an update on our monitoring, research, and community awareness activities pertaining to alligators on Jekyll Island.
- Joseph provided lectures and field training in support of two undergraduate summer semester classes that were hosted on Jekyll Island from the University of North Florida and Middle Georgia State University.
- In response to a request made following the publication of “Eastern Diamondbacks Fitted with GPS Units” in Georgia Outdoor News, Joseph took the Georgia Agricultural Teachers group out for an educational field excursion while they were here for their annual Georgia Association for Career Technical Education conference held at the convention center.
- Director of Conservation and Sustainability, Ben Carswell, has been invited to introduce the opening plenary speakers for the Georgia Environmental Conference on August 24<sup>th</sup>. This will be the first time this conference has been held since 2019, following a pandemic hiatus. Ben will be introducing GA EPD Director Rick Dunn and US Army Corps of Engineers District Commander Colonel Joseph Geary.

---

---

## MEMORANDUM

---

---

**TO:** COMMITTEE OF THE WHOLE  
**FROM:** TOM ALEXANDER, DIRECTOR OF HISTORIC RESOURCES  
**SUBJECT:** NATIONAL HISTORIC LANDMARK DISTRICT UPDATE  
**DATE:** AUGUST 16, 2022

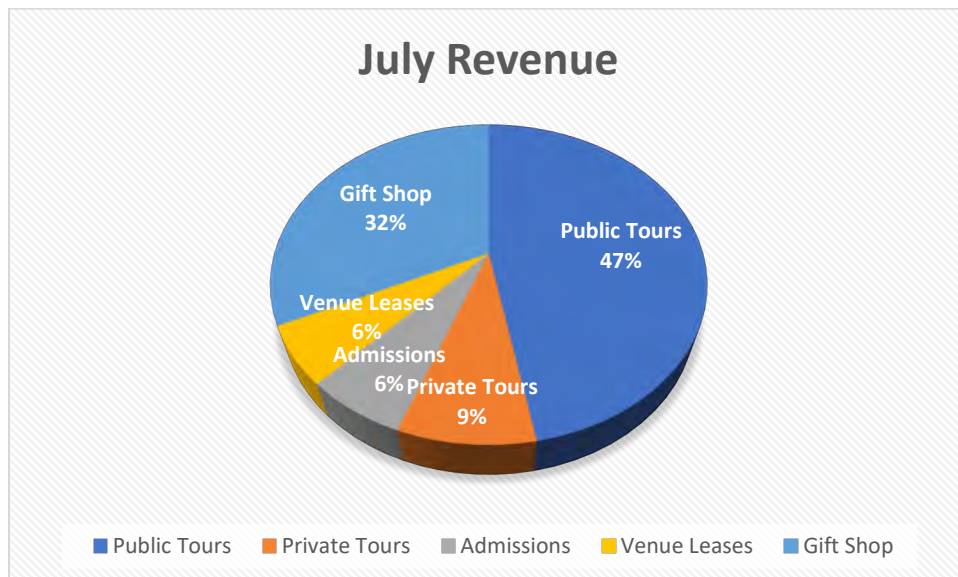
---

### July Visitation and Revenue

Mosaic, Jekyll Island Museum showed a significant increase in revenue in all areas as shown in the comparative table below. **July saw revenue for all sources at 126% of budget projections.**

	<u>Visitors</u>	<u>Revenues</u>
Public Tours:	2902	\$52,244
Group Tours:	632	\$9491
Museum Store	-	\$35,623
Admissions:	885	\$7,082
Venue Leases:	-	\$6495
Totals	4419	\$110,935*

*\*Total does not reflect all sources of miscellaneous revenue.*



## Highlights From This Month

### General:

- **NRHP Designation for Great Dunes Course**-A consulting firm was hired to prepare the application for the Department of the Interior's National Registry of Historic Places for the Great Dunes golf course that was constructed as one of the original Jekyll Island Club courses in 1926. This designation will enhance this already desirable course for players wanting to play on historic greens.
- **Oral Histories Project**-Plans were finalized for the first phase of this ongoing effort to collect and preserve the important memories of individuals who have been impacted by events on Jekyll Island. Material from this effort will be available for research, exhibits and promotional efforts.

### Preservation:

- **Chichota Ruins**-Work resumed full force with the Chichota ruins project, that upon completion, will turn this former ruin into a desirable outdoor space for educational programs, receptions, and guest leisure.



*Chichota Ruins work being completed.*



- **Hollybourne Cottage Chimney Caps**-All the chimney caps were put back in place from restored original or refabricated components.
- **Mistletoe Cottage**-Work was partially completed to repair damage to the rear porch at Mistletoe Cottage, to stabilize its support structure and to refabricate the original porch railing.
- **Villa Osipo**-The heart-pine floor of the great room in this beautiful, much-used space was refinished using methods that would have been in place at the time of the home's construction. Additional planned work for this building includes curating parts of the great room, new wall hangings and painting the exterior and first floor interior.



*Preservationist Taylor Davis working in Villa Osipo great room.*

- **Summer Interns**-The preservationist, Taylor Davis, made good use of two graduate school summer interns paid for by the Friends of Historic Jekyll Island. The pair (Olivia Kendrick and Joseph Rosso) worked on numerous preservation projects during the month.

### **Curation, Archives & Collections:**

- **Museum Exhibits**- Plans were ongoing in preparation for changing out the 75<sup>th</sup> Anniversary-themed exhibits in the museum lobby as well as upcoming changes to rotating exhibits in the gallery.

- **Gould**-Deaccessioning work was completed on all accessioned items stored in the Gould Casino.
- **Interpretive Panels & Markings for Lost Buildings**-Preparation work was done to identify the type of permanent markings for lost buildings from the Club era as well as what was needed to implement innovative interpretive panels that will showcase in dimensional way what the building may have looked like.
- **Archives**-All Board minutes through 2019 were uploaded to the archives website.
- **Summer Archives Intern**-A volunteer intern (Patrick Carmody) worked under the direction of our archivist, Faith Plazarin, on various projects including a finding aid for digitized materials, the papers of June McCash and various documents related to the DuBignons.

### **Museum Programming & Interpretation**

- **Pistols & Privateers**-The museum educator and Mosaic staff offered to the public a program showcasing the life and experiences of Christophe du Bignon, one of the more memorable colonial era characters from Jekyll's history. The program included living history characters and a period-weapons firing demonstration.



*Arthur Haber and Fisher Calame, Mosaic's two living history characters in Pistols & Privateers.*



- **Future Programs**-Work was ongoing throughout the month on upcoming programming such as our Halloween's Gilded Age Ghosts & Ghoulish Stories, our Holly Jolly Trolley Light Tours, a lecture on the Jekyll Island Club's connection to Howfyl Plantation, a tour promoting Mid-20<sup>th</sup> Century Modern architecture and building out our living history characters.
- **Georgia Sea Turtle Center & Mosaic Collaborative**-Work was continuous between these two amenities to provide a shared experience for school and youth groups that will include educational activities combining Jekyll's sea turtle ecology and history. Tentatively to be called "Turtles & Tycoons," it will launch with the 2022-2023 school year.
- **Private VIP Tours**-Planning was started to offer "higher-end," more exclusive tour experiences for guests seeking a personalized, private, and in-depth experience of our fascinating history. Guests will be able to select different tour options with tiered price points for a customized encounter that may include selecting specific structures and sites to visit, choosing the emphasis of the experience (architecture, preservation, curation, etc.,) as well as being able to include living history characters and specific historic topics (the colonial era, Club era, the plantation era, Jekyll's musical history, and numerous other themes).

**MEMORANDUM**

**TO: COMMITTEE OF THE WHOLE**  
**FROM: MICHELLE KAYLOR, GSTC DIRECTOR**  
**SUBJECT: GEORGIA SEA TURTLE CENTER UPDATE JUNE 2022**

**Admissions Comparison with Prior Year**

<u>June 2021</u>	<u>June 2022</u>
21,066	17,735

**Revenue Categories**

- June admissions \$168,380.94 was \$38,246.94 more than budgeted
- June concessions \$250,502.83 was \$88,807.58 more than budgeted
- Adoptions 134 | \$5,782.00
- Donations (General) 31 | \$770.00
- Memberships 38 | \$4235.51
- Public Programs | \$14,768.60
- Daily Programs | 176

**Marketing/PR/Events/Grants/Pubs**

Trip Advisor: 2,299 reviews, ranking GSTC #4 out of #17 Jekyll attractions.

55.9K Facebook Followers

Impressions: 393.4K

Number of Posts: 22

- The top social media post for Facebook was the “15th Anniversary” video on 6/16. It reached 38,237 people and received 4,294 engagements.

28.0K Instagram Followers

Impressions: 106.0K

Number of Posts: 16 posts, 12 stories

- The top social media post for Instagram was the “Bacote Release” photo on 6/3. It reached 7,188 people and received 1325 engagements.

**Education**

- AmeriCorps projects concluded this month with the Sea Turtle Week social media campaign.
- Michelle, Traci, Celeste, and Katie met with Mosaic staff to discuss a collaboration for field trips and group tours.
- Georgia Public Broadcasting filmed career interviews and science episodes with the GSTC.
- The education department is hiring two (2) full-time Education Interpreters.

**AmeriCorps Program, Volunteer Program, and Marine Debris Initiative**

<b>Service Hours</b>			
	Monthly Total	YTD Date Total (See YTD period definitions)	Cumulative Total
AmeriCorps Service Hours**	2,723	23,532.50	449,215.40
Volunteer Hours*	349	4433.92	80,349.51
Marine Debris Hours*	106	1272	11,993.58
<b>MDI &amp; Volunteer Program</b>			
MDI Clean Ups	0	2	74
MDI Items Collected	0	1,996	370,562
New Volunteers Oriented	0	5	245
Volunteer Shadow Shifts	0	0	242
Volunteer Advancements	0	0	265

**\*YTD Based off fiscal year (July 1, 2021-June 30, 2022) | \*\*YTD Based off AmeriCorps Program Year (September 1,2021-August 31,2022)**

**MEMORANDUM**

**TO: COMMITTEE OF THE WHOLE**  
**FROM: MICHELLE KAYLOR, GSTC DIRECTOR**  
**SUBJECT: GEORGIA SEA TURTLE CENTER UPDATE – JULY 2022**  
**DATE:**

**Admissions Comparison with Prior Year**

<u>July 2021</u>	<u>July 2022</u>
23,217	20,930

**Revenue Categories**

- July admissions \$193,975.76 was \$10,500.68 under budget
- July concessions \$268,657.94 was \$18,757.94 more than budgeted
- Adoptions 110 | \$4,915
- Donations (General) 40 | \$855.00
- Memberships 33 | \$3922.00
- Public Programs | \$12384
- Daily Programs | 200

**Marketing/PR/Events/Grants/Pubs**

Trip Advisor: 2,303 reviews, ranking GSTC #4 out of #17 Jekyll attractions.

56.7K Facebook Followers

Impressions: 583.3K

Number of Posts: 16

- The top social media post for Facebook was the “Welcome Hatchlings!” post on 7/6. It reached 142,258 people and engaged 9,258 people.

28.1K Instagram Followers

Impressions: 94.8K

Number of Posts: 16 posts, 2 stories

- The top social media post for Instagram was the “Breaking News: We Broke our Nest Record!” post on 7/9. It reached 9,088 people and engaged 1,272 people.

**Education**

- Adam Lochstampfor accepted a full-time education interpreter position.
- Reservations for school field trips and guided tours opened for the 2022-2023 season.
- The education team led 23 tours and 1 outreach educating 523 participants this month.

**Research**

- As of July 31, Jekyll has over 230 sea turtle nests laid on its beaches. This is a new record for Jekyll which surpasses our historical record of 204 nests. Since the opening of the Georgia Sea Turtle Center, the highest number of sea turtle nests in a single season on Jekyll was 199. Over 7,000 sea turtles have hatched from nests on Jekyll this year.

- Fencing that was installed to prevent adult female terrapin mortality has been performing well. This season, zero diamondback terrapin have been struck by vehicles within the 1000-foot fencing footprint. Prior to installation of the fence, we encountered an average of 73 crossings per year in this area with an expected mortality rate of 67% without human intervention.
- Research-based field education programs (Ride with Night Patrol and Ride with Dawn Patrol) have been successful in breaking their revenue targets for the fiscal year.
- Over 1,000 red LED “Turtle-safe” keychain flashlights were given to members of the public who were using white lights on the beach at night over the course of the sea turtle nesting season.

### **Rehabilitation**

	<b>Sea Turtle</b>	<b>Other Patients</b>
<b>New Patients</b>	<b>1</b>	<b>26</b>
<b>Current Patients</b>	<b>10</b>	<b>24</b>
<b>Released Patients</b>	<b>1</b>	<b>9</b>
<b>Transferred Patients</b>	<b>0</b>	<b>3</b>
<b>Total Since 2007</b>	<b>1008</b>	<b>2462</b>

- Dr. Norton presented several lectures for the Sea Turtle Medicine Course held by Ross University CVM and the St. Kitts Sea Turtle monitoring network. This is the only sea turtle medicine course taught at a vet school
- Two veterinary students hosted this month. One from University of Georgia and one from University of Florida
- Dr. Norton was a co-author on a recent publication accepted by the Journal of Wildlife Disease entitled “Prevalence of multiple reptilian pathogens in the oropharyngeal mucosa, cloacal mucosa, and blood of Diamond-backed Terrapin (*Malaclemys terrapin*) populations from Maryland and Georgia

### **AmeriCorps Program, Volunteer Program, and Marine Debris Initiative**

<b>Service Hours</b>			
	Monthly Total	YTD Date Total (See YTD period definitions)	Cumulative Total
AmeriCorps Service Hours**	2,731	26,263.50	451,946.40
Volunteer Hours*	359.5	4444.42	80,360.01
Marine Debris Hours*	124.25	1290.25	12,011.83
<b>MDI &amp; Volunteer Program</b>			
MDI Clean Ups	0	2	74
MDI Items Collected	0	1,996	370,562
New Volunteers Oriented	0	5	245
Volunteer Shadow Shifts	0	0	242
Volunteer Advancements	0	0	265

\*YTD Based off fiscal year (July 1, 2021-June 30, 2022) | \*\*YTD Based off AmeriCorps Program Year (September 1,2021-August 31,2022)



**Board of Directors Committee Assignments**  
*Effective July 11, 2022*

<p align="center"><b><u>HISTORIC PRESERVATION/CONSERVATION</u></b></p> <p><b>Glen Willard, Chair</b>          Joe Wilkinson          Bob Krueger          Mark Williams          Joy Burch-Meeks          Buster Evans          Dale Atkins</p> <p><u>Staff:</u>          Ben Carswell          Michelle Kaylor          Cliff Gawron          Tom Alexander</p>	<p align="center"><b><u>FINANCE</u></b></p> <p><b>Bill Gross, Chair</b>          Joe Wilkinson          Bob Krueger          Mark Williams          Buster Evans          Glen Willard          Joy Burch-Meeks          Dale Atkins          Ruel Joyner</p> <p><u>Staff:</u>          Jones Hooks          Marjorie Johnson</p>
<p align="center"><b><u>HUMAN RESOURCES</u></b></p> <p><b>Buster Evans, Chair</b>          Joe Wilkinson          Bob Krueger          Joy Burch-Meeks          Dale Atkins</p> <p><u>Staff:</u>          Jenna Johnson</p>	<p align="center"><b><u>MARKETING</u></b></p> <p><b>Joy Burch-Meeks, Chair</b>          Joe Wilkinson          Bill Gross          Buster Evans          Glen Willard          Bob Krueger          Dale Atkins</p> <p><u>Staff:</u>          Alexa Hawkins</p>
<p align="center"><b><u>LEGISLATIVE</u></b></p> <p>Joe Wilkinson          Bob Krueger          Bill Gross          Mark Williams          Joy Burch-Meeks          Dale Atkins</p> <p><u>Staff:</u>          Jones Hooks</p>	<p align="center"><b><u>COMMITTEE OF THE WHOLE</u></b></p> <p><b>Dale Atkins, Chair</b>          Bob Krueger          Bill Gross          Joseph B. Wilkinson, Jr          Mark Williams          Joy Burch-Meeks          Buster Evans          Glen Willard          Ruel Joyner</p> <p><u>Staff:</u>          Jones Hooks</p>