



Agenda
Tuesday, February 16, 2021
9:30 a.m.
Jekyll Island Convention Center
JIA Committees and Meeting

Due to the current COVID-19 pandemic, special remote procedures will be in place for this meeting.

Public Remote Attendance:

- This meeting will be streamed to YouTube at:
<https://www.youtube.com/channel/UCuWsJpfyPMTCr66XoVFLdOA>
- Meeting documents and public comments are available at:
<https://www.jekyllisland.com/jekyll-island-authority/board-directors/>

Remote Public Comment

Written public comments may be submitted online until 12:00 noon on Monday, February 15th 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.

Chairman, Joseph B. Wilkinson, Jr. – Call to Order

I. Historic Preservation/Conservation Committee

Bob Krueger, Chair

- A. Prescribed Fires Presentation – Yank Moore, Conservation Land Manager; Joseph Colbert, Wildlife Biologist; Dennis Gailey, Director of Public Safety; and Ben Carswell, Director of Conservation
- B. Black History Month – Michael Scott, Director of Historic Resources

II. Finance Committee

Bill Gross, Chair

- A. January Financials – Bill Gross, Chair
- B. Budget Revisions – Jones Hooks, Executive Director and Marjorie Johnson, Chief Accounting Officer
 - a. Compensation/Merit Increases
 - b. FY 2021 Budget Amendment Request

III. Human Resources Committee

Buster Evans, Chair

- A. No Report

IV. Marketing Committee

Joy Burch-Meeks, Chair

- A. Report from Marketing Department and Presentation of Annual Reports– Alexa Orndoff, Director of Marketing and Communications

V. Legislative Committee

Trip Tollison, Chair

- A. Report from Chair – Trip Tollison, Chair
 - a. Resolution #R-2021-1, Opposition to House Resolution 30, Casino Gambling as Relates to Jekyll Island

VI. Committee of the Whole

Joseph B. Wilkinson, Jr., Chair

- A. History of Golf on Jekyll Island– Andrea Marroquin, Curator
 - a. Golf Master Plan Next Steps- Jones, Hooks, Executive Director
- B. Airport Update – Noel Jensen, Chief Operations Officer
- C. Request for Proposals #360 - Public Safety Complex Architectural and Engineering Services – Noel Jensen, Chief Operations Officer
- D. Resolution #R-2021-2, Endorsement of the Glynn County 2021 Special Purpose Local Option Sales Tax (SPLOST) Proposal – Jones Hooks, Executive Director
- E. Consideration of the University of Georgia Proposal for 2021 Master Plan Update – Jones Hooks, Executive Director
- F. Brunswick Area Transportation Study (BATS) Metropolitan/Micropolitan Statistical Area (MSA) Standard Letter of Support – Jones Hooks, Executive Director
- G. O-2021-1 Second Reading and Possible Adoption - An Amendment to the False Alarm Ordinance – Melissa Cruthirds, General Counsel
- H. Consideration of Contract for Summer Waves Management – Melissa Cruthirds, General Counsel
- I. Consideration of Lease Agreement - Tribuzio’s Grille, LLC – Jones Hooks, Executive Director and Melissa Cruthirds, General Counsel
- J. Legal Update - Melissa Cruthirds, General Counsel
- K. Executive Director’s Report – Jones Hooks, Executive Director
- L. Chairman’s Comments – Joseph B. Wilkinson, Jr., Chairman

If Needed - 5 Minute Break

Board Meeting Agenda

Chairman, Joseph B. Wilkinson, Jr. – Call to Order

Action Item

1. Minutes of the January 12, 2021 Board Meeting
2. Budget Revisions - Compensation/Merit Increases
3. Budget Revisions - FY 2021 Budget Amendment Request
4. Resolution #R-2021-1, Opposition to House Resolution 30, Casino Gambling as Relates to Jekyll Island
5. Request for Proposals #360 - Public Safety Complex Architectural and Engineering Services
6. Resolution #R-2021-2, Endorsement of the Glynn County 2021 Special Purpose Local Option Sales Tax (SPLOST) Proposal
7. Consideration of the University of Georgia Proposal for 2021 Master Plan Update
8. Brunswick Area Transportation Study (BATS) Metropolitan/Micropolitan Statistical Area (MSA) Standard Letter of Support
9. O-2021-1 Second Reading and Possible Adoption - An Amendment to the False Alarm Ordinance
10. Consideration of Contract for Summer Waves Management
11. Consideration of Lease Agreement - Tribuzio's Grille, LLC

Adjournment

https://thebrunswicknews.com/news/local_news/prescribed-burn-on-jekyll-aims-to-improve-safety-biodiversity/article_42ec778d-af6d-5ccc-a091-aad4ffa9b0b0.html

Prescribed burn on Jekyll aims to improve safety, biodiversity

By LAUREN MCDONALD lmcdonald@thebrunswicknews.com

Feb 9, 2021



Jekyll Island Authority recently completed a prescribed burn on 12 acres of the island's forest area.

Provided photo

Jekyll Island Authority recently partnered with the Georgia Forestry Commission to conduct a 12-acre prescribed fire, the first on the island's heavily forested north end in at least 70 years.

The project was years in the making and an important step toward reducing the risk of catastrophic wildfire on Jekyll.

The JIA and forestry commission burned dense pine forest west of North Beachview Drive on Jan. 21. The burn, which lasted nearly four hours, was completed under carefully planned conditions.



“The primary goal here is reducing the potential for future threats of catastrophic wildfire, and this is a first step towards that,” said Ben Carswell, director of conservation for JIA. “A lot more work needs to be done. And then an important but secondary goal is improving the ecology and the habitat value for wildlife.”

JIA’s Conservation Department has worked for many years on a comprehensive fire management program. The significant amount of preparation included numerous smaller burns conducted in forested blocks within the Oleander Golf Course, as well as extensive staff training, investment in equipment and personal protective gear and systematic planning with stakeholder input.

“It’s taken years to work up to the point that we were comfortable tackling something that has this level of complexity and potential consequences if not done right, with resources on scene to address any contingency that could come up,” Carswell said.



Jekyll Island Authority recently completed a prescribed burn on 12 acres of the island's forest area.

Provided photo

Last month's pilot burn meant to demonstrate that fire management of the island's large-scale forest lands can be conducted safely and contribute to desired outcomes.

Forest floors on Jekyll are blanketed in decades of accumulated natural fuels, including mulch-like materials interlaced with highly flammable pine needles, combustible saw palmetto thickets and dense vines climbing to the canopy.

"We've got to slowly eat away at that," said Yank Moore, conservation land manager for JIA. "We can't do that all at once or it's going to kill everything, so we've got to use that prescription to only take a little bit off at a time. And it could be 10, 12 years before this one's down to mineral soil. It's a commitment."

A lightning strike, discarded cigarette or other unintended cause, especially under certain weather conditions like drought, low humidity or high winds, could quickly become a catastrophic wildfire that would threaten public safety, property, wildlife and the forests.

“We prescribe the fires so that it’s done under conditions that we can control,” said Joseph Colbert, a wildlife biologist for JIA. “If lightning strikes during the dry time, and it’s really droughty out here, that lightning is going to cause a fire that’s hard to control.”

The team needed a specific set of weather conditions. Humidity could not be too low or too high, and steady winds needed to blow from the southwest or northwest. A recent rainfall was also needed, as was a high likelihood of rain soon after the burn.

“We write the prescription for a block based on what we want to come out of it,” Moore said. “Just like a doctor prescribes medication, that’s what we’re doing — we’re prescribing a weather condition to be able to burn a certain block based on what we want the outcome to be.”



Jekyll Island Authority recently completed a prescribed burn on 12 acres of the island’s forest area.

Provided photo

JIA’s conservation team led the burning operations. The island’s fire department, with backup from Georgia State Patrol, managed traffic safety and protection of residential property along the opposite side of the road.

The Georgia Forestry Commission was on site for expert consultation and backup fire suppression.

Dennis Gailey, JIA's director of public safety, said the prescribed burn enhances island safety, as a large fire on the island could quickly become extremely dangerous.

"People don't realize that once a fire gets going and the conditions are particularly right for it, it can grow rapidly and expand just off of the embers that are blowing down," he said. "... Those are the things that we're fearful of over here because you have the largest block of woods basically between the two roads of the island. Depending which way the wind's going, we could quickly be overwhelmed just by that spread."

JIA's Conservation Department is closely monitoring tree health and wildlife response in the area, and the authority's staff will begin planning for the next fire season.

"We're going to watch vegetation recovery," Carswell said. "We did some data recording of vegetation prior to the burn for a year, and then we looked at some wildlife activity in here as well. We're going to compare that afterwards, so we're going to spend the next year monitoring this plot."

During the prescribed burn, wildlife knew to get out of the way of the fire, and the team took additional precautions to ensure animals were not harmed.

"Wildlife are adapted to fire in the Southeast," Colbert said. "It's been a common occurrence over geologic time that's just something that they've adapted to and are familiar with, even if we haven't done it here in quite a while."

Some smaller creatures put themselves in places where they're less vulnerable, he said.

"I've seen little rodents kind of dig a hole and cover themselves so that the fire goes over the top," he said. "... They just kind of know what to do. Insects will fly away, frogs will climb up a little bit higher and maybe try to find a wet spot."

The team did not create any big rings around a patch. Instead, they'd move the fire in a certain direction so wildlife could get to safety.

"You don't make a Johnny Cash fire. You don't make a burning ring of fire," Carswell said. "You make it so there's corridors and avenues and things burn sequentially so animals can just get out."

Colbert said the team hopes to complete another burn within the next two years.

“Each time we burn it we’re removing a layer,” he said. “... And eventually if we keep burning it enough we’ll remove enough of this layer to get down to where that mineral layer is, where it’s not flammable. That’s sand basically.”

At that point, he said more vegetation will grow and biodiversity will increase.

“Nature is adaptive to natural disturbances, and that’s sort of the driver of biological diversity,” Carswell said.

Years of planning and preparation made the success of last month’s burn possible, he said, as did the support from the forestry commission and JIA’s leaders and staff members.

“It’s such a challenge, and it took the right combination of planning and support from leadership, all the way up to our executive director and our board, to begin and build the capacity, which takes investment to get us to the point that we can manage it,” Carswell said.

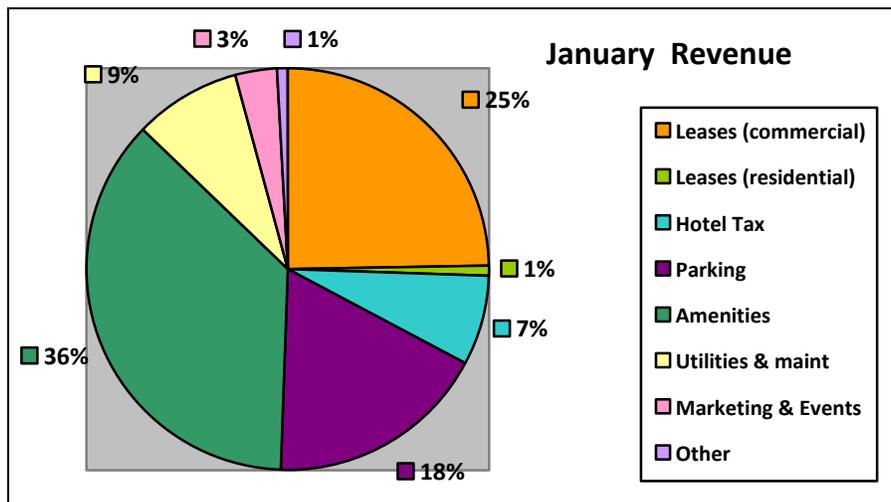
Lauren McDonald

MEMORANDUM

TO: FINANCE COMMITTEE
FROM: MARJORIE JOHNSON
SUBJECT: JANUARY FINANCIAL STATEMENTS
DATE: 2/8/2021

Revenues

Revenues for January were \$1,627,937 which reflects a favorable \$37K (2%) variance from budget. Revenues reflect a favorable \$1.6M (11%) variance from year to date budget and an unfavorable \$1.7M variance from the prior year to date revenues.



The largest variances for the month were:

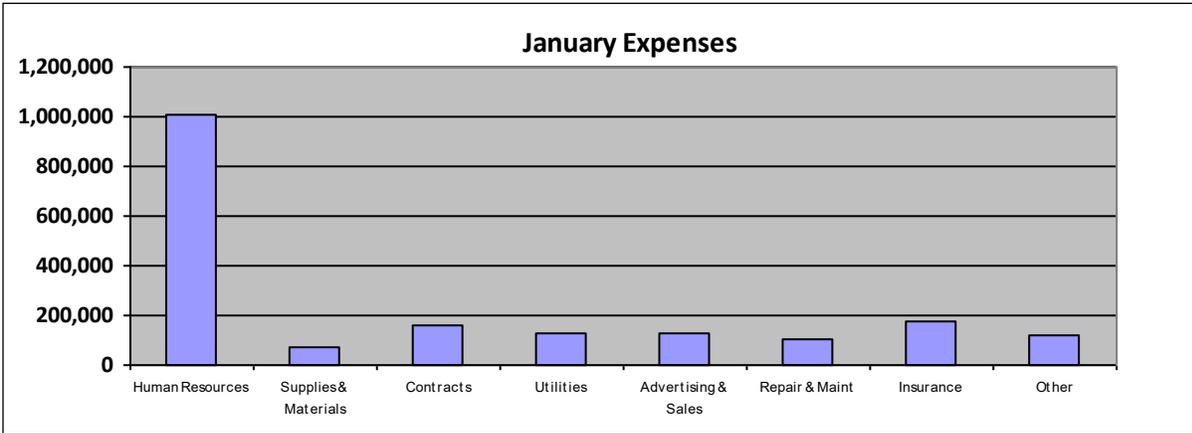
- Convention Center (-\$66K) – The center had \$76K in revenue for the month, but COVID is still having a major impact on the revenues at the Center.
- Destination Marketing & Events (+\$51K) – This variance corrects a timing issue from earlier in the fiscal year. This category is now on track with the year to date budget.
- Campground (+\$33K) – Site rentals and concession sales are both better than budget for the month. Campground revenues have been up consistently for the past year, reflecting a \$290K favorable variance from prior year to date revenues.

Expenses

Expenses were \$1,892,408 for January and reflected a favorable budget variance of \$194K (9%) for the month. Expenses also reflect a favorable \$1.9M (13%) variance from year to date budget and a favorable \$2.5M variance from Prior Year to Date expenses.

The largest budget variances for the month were:

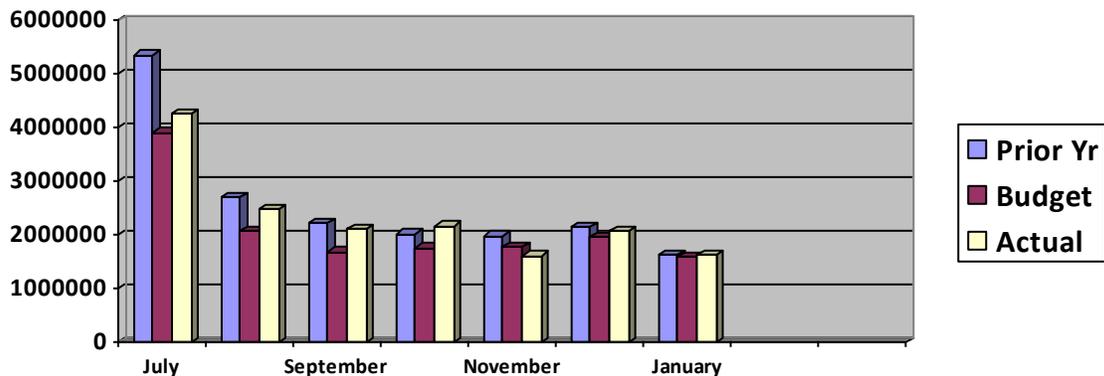
- Human Resources (-\$77K)
- Repairs & Maintenance (-\$54K)
- Advertising expenses (+\$72K)
- Contracts (-\$88K)



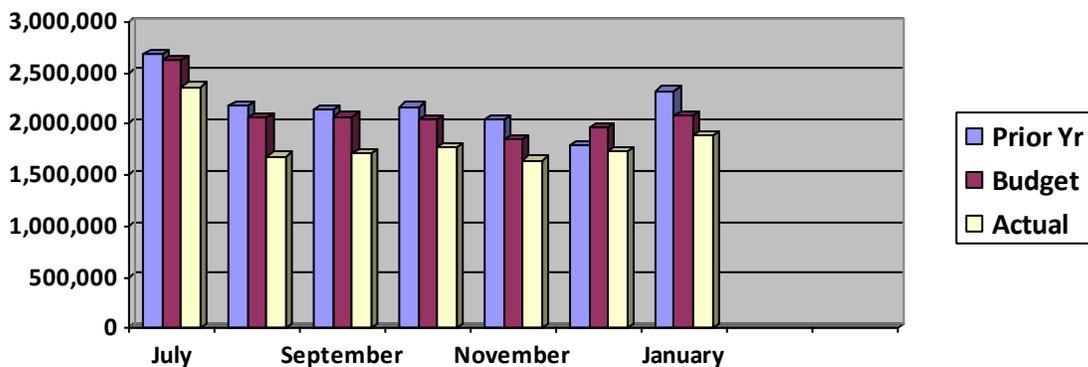
Net Operating Cash

The Net Operating Cash Loss for the month is \$264,471, which is a \$231K favorable variance from the budgeted net operating cash loss of \$494,987. Net Operating Cash Income reflects a favorable \$3.5M variance from year to date budget and a favorable \$807K variance from prior year to date income.

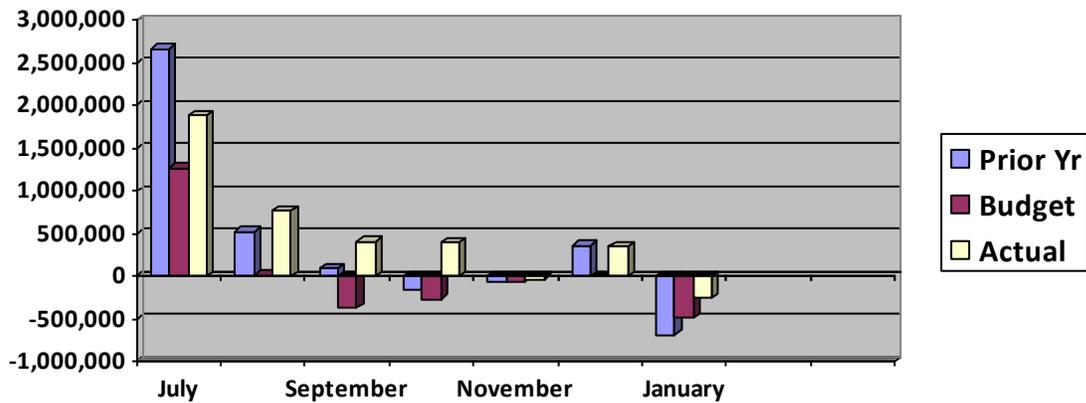
FY2020 Revenues



FY2020 Expenses



Net Operating Cash



Jekyll Island Authority
CONSOLIDATED BUDGET COMPARISON
For the Seven Months Ending January 31, 2021

	MONTH ACTUAL	MONTH BUDGET	BUDGET VARIANCE		YTD ACTUAL	YTD BUDGET	BUDGET VARIANCE		PRIOR YEAR ACTUAL	VARIANCE	
			(000's)	%			(000's)	%		(000's)	%
Revenues											
Administration											
Business Leases	403,932	429,781	(26)	-6%	2,801,845	2,875,961	(74)	-3%	2,826,089	(24)	-1%
Hotel Tax	83,314	84,407	(1)	-1%	1,078,062	884,335	194	22%	1,015,185	63	6%
Tourism Development Fund	35,706	36,175	(0)	-1%	462,027	379,001	83	22%	435,079	27	6%
Parking	287,370	271,838	16	6%	2,739,335	2,088,267	651	31%	2,525,965	213	8%
Interest	423	700	(0)	-40%	3,016	5,300	(2)	-43%	6,091	(3)	-50%
Lot Rentals	10,910	2,000	9	446%	676,470	457,700	219	48%	644,281	32	5%
Foundation	461	2,022	(2)	-77%	4,253	6,509	(2)	-35%	4,913	(1)	-13%
Airport	(6,103)	2,334	(8)	-362%	4,864	16,335	(11)	-70%	-	5	0%
Administration revenue	16,500	17,024	(1)	-3%	217,323	122,424	95	78%	92,675	125	135%
Beach Village	-	-	-	0%	1,507	1,507	-	0%	10,546	(9)	-86%
Intern Housing	3,350	4,200	(1)	-20%	26,325	27,125	(1)	-3%	26,575	(0)	-1%
Total Administration	835,863	850,481	(15)	-2%	8,015,025	6,864,463	1,151	17%	7,587,399	428	6%
Enterprises											
Golf	155,284	132,532	23	17%	1,108,763	973,540	135	14%	1,052,972	56	5%
Convention Center	76,148	141,742	(66)	-46%	238,587	799,516	(561)	-70%	2,189,407	(1,951)	-89%
McCormick's Grill	13,459	17,240	(4)	-22%	103,496	120,773	(17)	-14%	162,491	(59)	-36%
Summer Waves	119	-	0	0%	1,070,308	837,249	233	28%	1,193,180	(123)	-10%
Campground	155,984	123,272	33	27%	1,194,886	904,653	290	32%	894,257	301	34%
Life is Good	11,069	8,698	2	27%	130,459	86,171	44	51%	88,523	42	47%
Museum	40,897	42,515	(2)	-4%	325,455	304,586	21	7%	421,192	(96)	-23%
Georgia Sea Turtle Center	85,644	91,436	(6)	-6%	1,007,170	888,643	119	13%	1,197,006	(190)	-16%
Conservation	724	335	0	116%	4,720	1,061	4	345%	5,491	(1)	-14%
Miniature Golf & Bikes	23,143	14,144	9	64%	227,072	148,885	78	53%	198,254	29	15%
Water/Wastewater	74,047	73,175	1	1%	935,326	919,579	16	2%	948,354	(13)	-1%
Sanitation	46,094	47,133	(1)	-2%	330,874	331,470	(1)	0%	329,076	2	1%
Fire Department	8,347	4,420	4	89%	1,283,712	1,259,841	24	2%	1,223,336	60	5%
Tennis	12,244	12,379	(0)	-1%	72,419	65,607	7	10%	62,978	9	15%
Destination Mktg & Special Events	50,559	-	51	0%	99,265	98,417	1	1%	310,606	(211)	-68%
Guest Information Center	25,409	17,022	8	49%	103,832	70,881	33	46%	91,660	12	13%
Camp Jekyll & Soccer Fields	11,329	13,009	(2)	-13%	75,513	91,927	(16)	-18%	93,109	(18)	-19%
Landscaping, Roads & Trails	568	1,500	(1)	-62%	8,872	8,450	0	5%	8,670	0	2%
Vehicle & Equipment Maintenance	771	-	1	0%	1,470	250	1	488%	552	1	166%

	MONTH ACTUAL	MONTH BUDGET	BUDGET VARIANCE		YTD ACTUAL	YTD BUDGET	BUDGET VARIANCE		YEAR ACTUAL		VARIANCE
			(000's)	%			(000's)	%		(000's)	%
Facility Maintenance	40	-	0	0%	1,540	-	2	0%	-	2	0%
Golf Course Maintenance	195	-	0	0%	199	-	0	0%	-	0	0%
Total Enterprises	792,074	740,552	52	7%	8,323,938	7,911,499	412	5%	10,471,115	(2,147)	-21%
Total Revenues	1,627,937	1,591,033	37	2%	16,338,963	14,775,962	1,563	11%	18,058,514	(1,720)	-10%
Expenses											
Human Resources	1,011,524	1,088,177	(77)	-7%	7,206,583	7,745,779	(539)	-7%	7,728,187	(522)	-7%
Supplies & Materials	69,700	105,576	(36)	-34%	626,633	825,189	(199)	-24%	964,265	(338)	-35%
Advertising & Sales	124,935	53,306	72	134%	259,443	433,151	(174)	-40%	364,086	(105)	-29%
Repairs - Facilities & Grounds	88,294	142,449	(54)	-38%	616,588	864,705	(248)	-29%	922,666	(306)	-33%
Utilities	122,105	127,652	(6)	-4%	1,082,440	1,160,693	(78)	-7%	1,179,958	(98)	-8%
Insurance	175,618	152,915	23	15%	800,953	779,437	22	3%	777,482	23	3%
Contracts	156,158	244,237	(88)	-36%	1,221,663	1,810,191	(589)	-33%	1,940,933	(719)	-37%
Rentals	52,757	56,579	(4)	-7%	343,097	364,760	(22)	-6%	566,301	(223)	-39%
Printing	3,747	17,330	(14)	-78%	40,776	59,854	(19)	-32%	101,252	(60)	-60%
Motor Vehicle	15,232	16,583	(1)	-8%	103,824	161,080	(57)	-36%	181,753	(78)	-43%
Telephone	9,472	10,204	(1)	-7%	69,371	71,622	(2)	-3%	70,673	(1)	-2%
Equipment Purchase <\$1K	8,556	10,340	(2)	-17%	45,424	35,979	9	26%	59,459	(14)	-24%
Equipment Purchase \$1K to \$5K	5,987	1,500	4	299%	19,102	17,579	2	9%	44,595	(25)	-57%
Travel	878	2,475	(2)	-65%	8,140	19,835	(12)	-59%	61,268	(53)	-87%
Dues	16,150	37,725	(22)	-57%	139,608	182,803	(43)	-24%	171,255	(32)	-18%
Credit Card Fees	30,932	18,936	12	63%	223,280	179,197	44	25%	198,878	24	12%
Bank Fees	364	35	0	940%	371	175	0	112%	554	(0)	-33%
Total Expenditures	1,892,408	2,086,020	(194)	-9%	12,807,295	14,712,028	(1,905)	-13%	15,333,561	(2,526)	-16%
Net Operating Cash Income **	(264,471)	(494,987)	231	-47%	3,531,669	63,934	3,468	5424%	2,724,952	807	30%

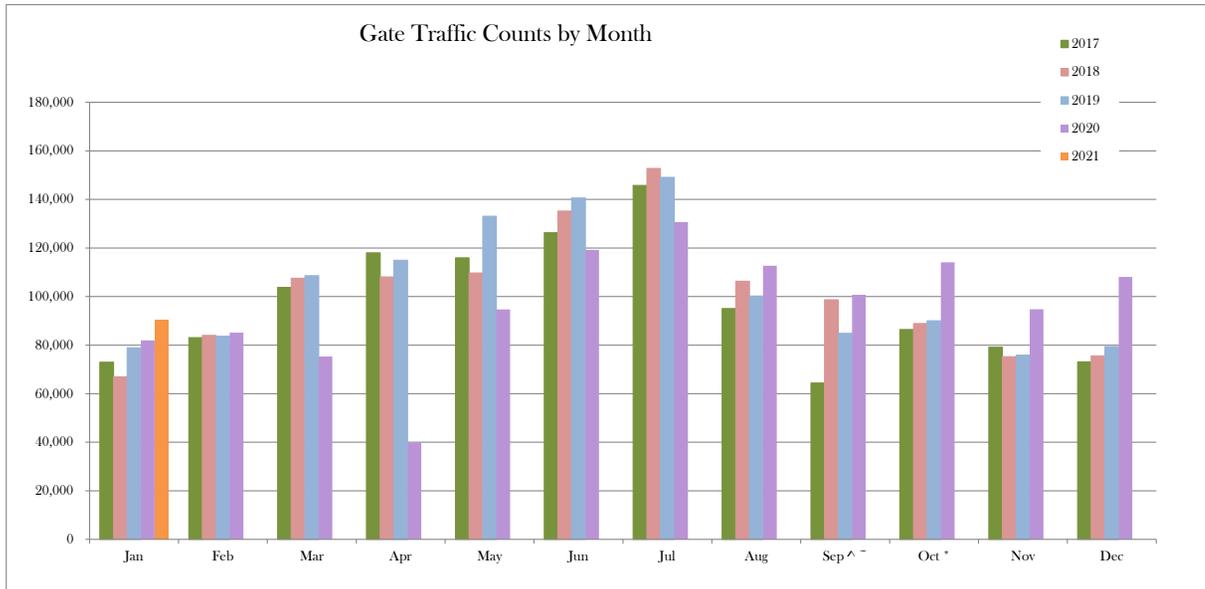
** Does not include depreciation or capital projects

January 2021 Traffic Counts

	2017			2018			2019			2020			2021		
	Daily/Weekly	Annual Passes	Total	Daily/Weekly	Annual Passes	Total	Daily/Weekly	Annual Passes	Total	Gate Purchase	Pre-purchased	Total	Gate Purchase	Pre-purchased	Total
January	26,372	46,562	72,934	21,065	45,842	66,907	28,874	50,037	78,911	29,773	52,159	81,932	23,462	66,875	90,337
February	35,982	47,081	83,063	34,326	49,664	83,990	35,010	48,619	83,629	32,646	52,457	85,103	0	0	0
March	49,605	54,166	103,771	51,052	56,444	107,496	51,682	56,865	108,547	27,012	48,279	75,291	0	0	0
April	66,259	51,718	117,977	55,620	52,474	108,094	61,404	53,529	114,933	12,082	27,810	39,892	0	0	0
May	62,367	53,558	115,925	54,547	55,167	109,714	74,194	58,894	133,088	44,891	49,825	94,716	0	0	0
June	72,234	54,056	126,290	79,575	55,657	135,232	82,105	58,479	140,584	51,147	68,042	119,189	0	0	0
July	90,765	55,010	145,775	95,960	56,773	152,733	89,499	59,595	149,094	56,441	74,236	130,677	0	0	0
August	44,352	50,732	95,084	53,639	52,681	106,320	47,501	52,687	100,188	39,096	73,585	112,681	0	0	0
September	26,578	37,809	64,387	49,032	49,651	98,683	37,317	47,518	84,835	34,055	66,662	100,717	0	0	0
October	35,871	50,566	86,437	38,539	50,366	88,905	39,100	50,923	90,023	33,851	80,276	114,127	0	0	0
November	32,323	46,777	79,100	29,468	45,737	75,205	30,173	45,699	75,872	22,914	71,876	94,790	0	0	0
December	27,891	45,195	73,086	30,104	45,436	75,540	31,871	47,504	79,375	29,842	78,215	108,057	0	0	0
Totals	570,599	593,230	1,163,829	592,927	615,892	1,208,819	608,730	630,349	1,239,079	413,750	743,422	1,157,172	23,462	66,875	90,337

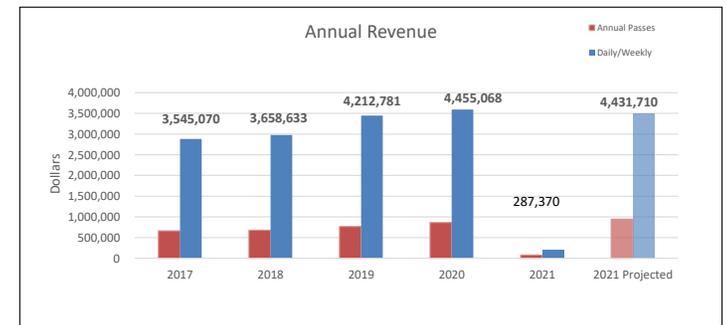
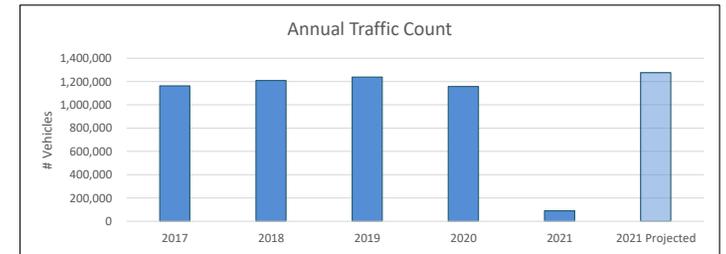
LPR System began April 2020

Year to Date Comparison	2017 YTD	2018 YTD	2019 YTD	2020 YTD	2021 YTD
	72,934	66,907	78,911	81,932	90,337



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

* Oct 2016 - Hurricane Matthew
 * Sep 2017 - Hurricane Irma
 * Sept 2019 - Hurricane Dorian



February 7, 2021

Jekyll Island Combined JIA Sales and ASM Global Financial Review

JANUARY	FY2021	FY2020	FY2019	FY2018	FY2017	FY2016	FY2015	FY2014	FY2013
Number of Events	3	10	9	9	12	11	12	6	8
Event Days	7	23	22	23	24	25	24	10	15
Attendance	2940	6,058	7814	7065	7528	10455	12431	4544	5632
Revenue	\$88,255act \$153,452 budget	\$109,654	\$147,004	\$161,563	\$131,743	\$186,868	\$145,931	\$84,758	\$98,394
Square Feet used	263,460	501,150	489,220						

Normally we start each new year with Bluegrass – after 44 years this year was cancelled. We did keep cheer and GA Chiefs of Police held their winter meeting. It was our first convention since Red Pill in October '20.

FUTURE CONTRACTS ISSUED - 7 – Estimated revenues \$315,200

Conventions –5– Anticipated rev of \$269,200
 Meetings –0– Anticipated revenue
 Banquet –1 – Anticipated revenue \$40,500
 Weddings –1 – Anticipated revenue \$5,500
 Public Event –0 – Anticipated revenue

PROPOSALS

CVB – 8
 Westin – 0
 Cvent- 2
 SMG sitepass -0

Combined sites and planning meetings with all staff – 7

JEKYLL ISLAND AUTHORITY

HOTEL OCCUPANCY STATISTICS

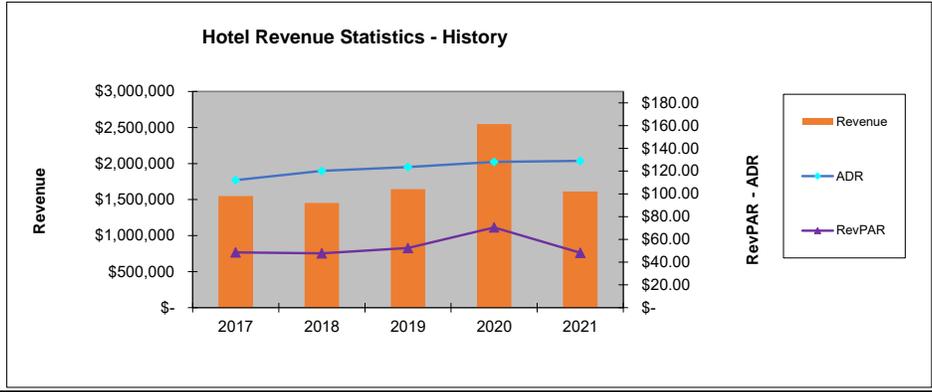
January 2021

HOTEL STATISTICS AT-A-GLANCE

Jan-21
 Total Revenue \$ 1,612,690
 Occupancy Rate 37.4%
 Rev PAR \$ 48.27
 ADR \$ 129.00

Jan-20
 Total Revenue \$ 2,546,626
 Occupancy Rate 55.0%
 RevPAR \$ 70.48
 ADR \$ 128.07

Jan-19
 Total Revenue \$ 1,643,205
 Occupancy Rate 42.4%
 RevPAR \$ 52.41
 ADR \$ 123.55



OCCUPANCY REPORT DETAIL

Hotel	# of Rms	Units Availbl	Units Occpd	Percent Occpd	Average Daily Rate	RevPAR	2021 Room Revenue	2020 Room Revenue	Revenue Variance
Beachview Club	38	1,019	171	16.8%	\$ 130.00	\$ 21.82	\$ 22,230.27	\$ 34,008.83	\$ (11,779) -35%
Home2Suites	107	3,083	1,235	40.1%	\$ 121.18	\$ 48.54	\$ 149,661.58	\$ 185,295.94	\$ (35,634) -19%
Holiday Inn Resort	157	3,739	1,061	28.4%	\$ 117.45	\$ 33.33	\$ 124,614.91	\$ 276,132.18	\$ (151,517) -55%
Days Inn & Suites	124	3,844	1,897	49.3%	\$ 103.05	\$ 50.86	\$ 195,492.87	\$ 250,191.32	\$ (54,698) -22%
Hampton Inn	138	4,278	1,547	36.2%	\$ 100.74	\$ 36.43	\$ 155,837.97	\$ 272,948.00	\$ (117,110) -43%
Jekyll Island Club Resort	200	6,200	2,250	36.3%	\$ 193.34	\$ 70.16	\$ 435,008.00	\$ 570,365.00	\$ (135,357) -24%
Seafarer Inn & Suites	73	2,263	488	21.6%	\$ 104.76	\$ 22.59	\$ 51,121.89	\$ 164,665.00	\$ (113,543) -69%
Villas by the Sea	132	2,051	1,387	67.6%	\$ 68.34	\$ 46.22	\$ 94,791.01	\$ 171,813.00	\$ (77,022) -45%
Villas by the Sea - Jekyll Realty	19	302	55	18.2%	\$ 101.78	\$ 18.54	\$ 5,598.03	\$ 13,962.00	\$ (8,364) -60%
Villas by the Sea - Parker Kaufman	19	434	164	37.8%	\$ 46.95	\$ 17.74	\$ 7,700.00	\$ 15,820.00	\$ (8,120) -51%
Westin	200	6,200	2246	36.2%	\$ 165.02	\$ 59.78	\$ 370,633.00	\$ 591,425	\$ (220,792) -37%
Jan-21 Total	1,207	33,413	12,501	37.4%	\$ 129.00	\$ 48.27	\$ 1,612,690	\$ 2,546,626	\$ (933,937) -36.7%

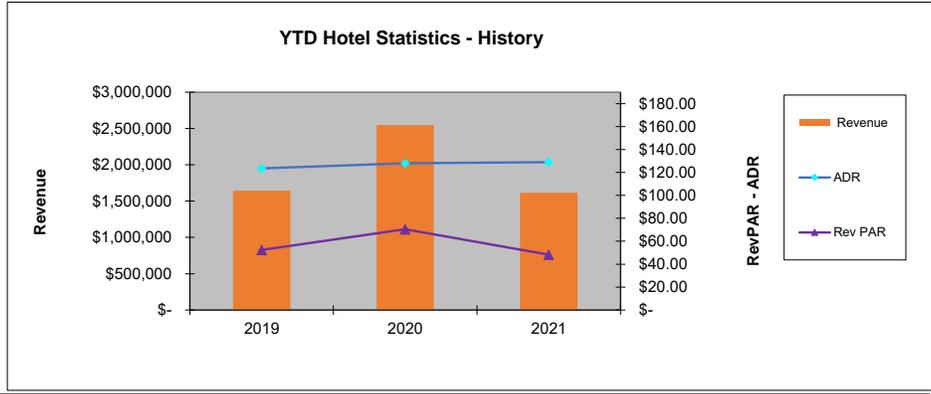
JEKYLL ISLAND AUTHORITY

HOTEL OCCUPANCY STATISTICS

Calendar Year to Date - January 2021

HOTEL STATISTICS AT-A-GLANCE

2021	
Total Revenue	\$ 1,612,690
Occupancy Rate	37.4%
Rev PAR	\$ 48.27
ADR	\$ 129.00
2020	
Total Revenue	\$ 2,546,626
Occupancy Rate	55.0%
RevPAR	\$ 70.48
ADR	\$ 128.07
2019	
Total Revenue	\$ 1,643,205
Occupancy Rate	42.4%
RevPAR	\$ 52.41
ADR	\$ 123.55



OCCUPANCY REPORT DETAIL

Hotel	# of Rms	Units Availbl	Units Occpd	Percent Occpd	Average Daily Rate	RevPAR	2021 Room Revenue	2020 Room Revenue	Revenue Variance
Beachview Club	38	1,019	171	16.8%	\$ 130.00	\$ 21.82	22,230	34,009	\$ (11,779) -35%
Home2Suites	107	3,083	1,235	40.1%	\$ 121.18	\$ 48.54	149,662	185,296	\$ (35,634) -19%
Holiday Inn Resort	157	3,739	1,061	28.4%	\$ 117.45	\$ 33.33	124,615	276,132	\$ (151,517) -55%
Days Inn & Suites	124	3,844	1,897	49.3%	\$ 103.05	\$ 50.86	195,493	250,191	\$ (54,698) -22%
Hampton Inn	138	4,278	1,547	36.2%	\$ 100.74	\$ 36.43	155,838	272,948	\$ (117,110) -43%
Jekyll Island Club Resort	200	6,200	2,250	36.3%	\$ 193.34	\$ 70.16	435,008	570,365	\$ (135,357) -24%
Seafarer Inn & Suites	73	2,263	488	21.6%	\$ 104.76	\$ 22.59	51,122	164,665	\$ (113,543) -69%
Villas by the Sea	132	2,051	1,387	67.6%	\$ 68.34	\$ 46.22	94,791	171,813	\$ (77,022) -45%
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Westin	200	6,200	2,246	36.2%	\$ 165.02	\$ 59.78	370,633	591,425	\$ (220,792) -37%
2021 Total		33,413	12,501	37.4%	\$ 129.00	\$ 48.27	\$ 1,612,690	\$ 2,546,626	\$ (933,937) -36.7%
2020 Total		36,134	19,884	55.0%	\$ 128.07	\$ 70.48	\$ 2,546,626		
2019 Total		31,352	13,300	42.4%	\$ 123.55	\$ 52.41	\$ 1,643,205		



MEMORANDUM

TO: FINANCE COMMITTEE
FROM: JONES HOOKS, EXECUTIVE DIRECTOR & MARJORIE JOHNSON, CHIEF ACCOUNTING OFFICER
SUBJECT: FY 2021 COMPENSATION/MERIT INCREASES
DATE: 2/9/2021

All staff merit increases were removed from the FY 2021 budget in order to be as conservative as possible. When the Board approved the budget, we indicated that if financials were looking favorable around the middle of the fiscal year, we would like to revisit this decision with hopes of amending the budget to include merit increases for the staff.

As you may recall, in response to COVID-19, we furloughed employees last year between April 2 and July 1. At the peak of furloughs, 43% of our staff was impacted by receiving no hours or reduced hours. Additionally, we realigned several areas and eliminated 8 position. To say our remaining staff went above and beyond is an understatement and in many cases, they had to cover additional duties.

The Executive Director, Chief Accounting Officer, and Human Resource Director are requesting approval of a 2% merit increase to all full-time and part-time staff based on our normal qualifications for merit increases. Annual reviews have been conducted, and the cost of this increase (including benefits) would be approximately \$130K for the remainder of the fiscal year.

Year-to-date Human Resources expenses are \$539K less than budget; therefore this expense can be absorbed into the existing budget without requesting additional funding for this compensation increase.

MEMORANDUM

TO: FINANCE COMMITTEE
FROM: JONES HOOKS, EXECUTIVE DIRECTOR & MARJORIE JOHNSON, CHIEF ACCOUNTING OFFICER
SUBJECT: FY 2021 BUDGET AMENDMENT REQUEST
DATE: 2/10/2021

Considering the COVID impacts experienced in FY 2020, we prepared our current year budget on a very conservative basis. As a result, funding for several projects was removed from the budget.

Actual Revenues have been much better than anticipated and we have been able to hold expenses low for the current fiscal year. As a result, our bottom line is approximately \$3.5M better than the year-to-date FY 2021 budget.

At this time, staff would like to request the following additions to the FY 2021 budget to include funding for the following projects and equipment:

Design of Public Safety Complex	\$150,000.00
Master Plan Update	\$ 65,000.00
Replacement bicycles for Mini-golf	\$ 27,000.00
Total	\$242,000.00

These projects would be funded from current year income.

JEKYLL ISLAND AUTHORITY BOARD OF DIRECTORS
JEKYLL ISLAND, GEORGIA

RESOLUTION #R-2021-1

EXPRESSING OPPOSITION TO CASINO GAMBLING ON JEKYLL ISLAND

WHEREAS, Jekyll Island is a unique, state-owned barrier island balancing conservation, preservation, historic and cultural resources; and

WHEREAS, the Jekyll Island State Park Authority operates Jekyll Island to provide accessible, affordable recreation, vacation and education opportunities for the citizens of the State of Georgia and beyond; and

WHEREAS, over the past 13 years more than \$341 million has been invested by the private and public sectors in revitalizing Jekyll Island, while retaining Jekyll's unique environment and natural assets; and

WHEREAS, as a result of facility enhancements an estimate of more than 2.9 million visitors passed through the gates of Jekyll last year (2020); and

WHEREAS, these guests and convention groups continue visiting Jekyll to enjoy open spaces, quietness, limited traffic and congestion, and to experience healthy recreation – beaches, bike and nature trails, wildlife, and nature-based outdoor education and recreation opportunities; and

WHEREAS, the Jekyll Island Board and Management have long cultivated a family-friendly atmosphere and promoted Jekyll as a safe, family friendly destination with a special ambiance, and character of its own; and

WHEREAS, Jekyll's unique ambiance has been recognized and reported by a host of publications including Family Vacationists, Conde Noste, Travel & Leisure, Money Magazine, Southern Living, Atlanta Magazine, Georgia Trend, Trip Advisor, and Travelocity; and

WHEREAS, casino gambling is not entertainment that fits the vision of Jekyll Island, and over the years, the Jekyll Island Authority Board has repeatedly expressed its strong opposition to any attempt at locating casino gambling on Jekyll Island, and following statements by the Board on November 14, 2011, there was widespread media coverage reporting the Board's strong opposition to casino gambling on Jekyll Island, and subsequent Board discussions have always expressed opposition to any such casino proposal;

THEREFORE, Now Be It Resolved and understood by all that the Jekyll Island State Park Authority Board of Directors expresses its strong opposition to any thought, discussion or action that would include Jekyll Island as a location for casino gambling; and

BE IT FURTHER RESOLVED, in light of Georgia House of Representatives Resolution 30 calling for a statewide referendum authorizing a limited number of casino resorts, that the Jekyll Island Authority Board has not, does not, and will not support casino gambling on Jekyll Island; and

FURTHERMORE, that a copy of this Resolution in opposition be forwarded to Honorable David Ralston, Speaker of the House of Representatives, the Chairman of the Economic Development and Tourism Committee in the House, Representative Ron Stephens, members of the Jekyll Island Legislative Oversight Committee, Representative Buddy DeLoach, Lt. Governor Geoff Duncan, and Governor Brian Kemp.

CONSIDERED AND ADOPTED THIS 16TH DAY OF FEBRUARY 2021.

Joseph B. Wilkinson, Chairman

Robert W. Krueger, Vice Chairman

William H. Gross, Secretary/Treasurer

ATTEST:

C. Jones Hooks, Executive Director

https://thebrunswicknews.com/opinion/letters_to_editor/gambling-is-fine-just-not-on-jekyll-island/article_b230f1cf-5a21-59b8-a2f4-139938884e5e.html

Gambling is fine, just not on Jekyll Island

Jan 29, 2021

I agree with the paper's editorial that a casino on Jekyll Island is not a good idea. Keeping Jekyll focused on outdoor activities is paramount to sustaining its attractiveness to visitors and residents alike. There are already too many new construction projects in the works on this tiny slice of paradise.

However, I would like to see Georgia approve gambling in the state. Currently Georgians go down to Florida or up to North Carolina to get their gambling fix. The Emerald Princess is no substitute for a regular casino. If gambling was approved, I suggest considering abandoned properties in the area instead of taking undeveloped land. For example, the abandoned outlet mall off I-95 at Exit 49 in Darien has become an eyesore and would be a good location for locals and interstate travelers.

Sculpting a Beautiful You

#BODYTITE AND FACETITE EVENT

TUESDAY, FEBRUARY 16
at 12 pm OR 6 pm

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Cathy Dillon

Jekyll Island

https://thebrunswicknews.com/news/state_news/proposed-casino-sites-add-meat-to-argument-for-legalized-gambling/article_e45ab793-05cb-5308-8eac-b35549535ada.html

Proposed casino sites add meat to argument for legalized gambling

By DAVE WILLIAMS Capitol Beat News Service
Feb 6, 2021

ATLANTA — Supporters of legalizing casino gambling in Georgia have failed to make headway in the General Assembly year after year for the last decade amid intense opposition from religious conservatives.

But this year's push features a different wrinkle. A Georgia developer who helped build The Battery, a mixed-use complex in Cobb County that includes the Atlanta Braves' Truist Park, recently released renderings of three proposed casino resorts around the state, injecting tangible details into an issue that has been debated more often in broad generalities.

"It gives a hometown flavor to have somebody in Georgia who would be a frontline player," said state Rep. Calvin Smyre, D-Columbus, co-sponsor of a constitutional amendment to legalize casinos in Georgia introduced in the state House of Representatives late last month.



Smyre's hometown is the site of one of the casinos proposed by Rick Lackey, founder of Atlanta-based City Commercial Real Estate. It would be built along the Chattahoochee River.

Lackey also is eyeing sites along Interstate 85 in Lavonia near the South Carolina line and along I-95 in Midway south of Savannah. Besides casinos, the resorts would include luxury hotels, entertainment venues and retail shopping.

Siting casinos along Georgia's north-south interstate highways is key to attracting tourists, Lackey said.

"There are people who drive through Georgia on I-75, I-85 or I-95 on their way to Florida," he said. "At some point, they're going to stop and get gas, a Chick-fil-A sandwich and go to the bathroom. We don't have anywhere for them to stop and stay."

House Resolution 30 calls for a statewide referendum asking voters to authorize a "limited number" of casino resorts. If two-thirds of the state House and Senate vote for the constitutional change, it would land on the statewide ballot in November of next year.

While previous efforts to get casino gambling through the legislature have fizzled, Lackey said Georgia's economic plight amid the coronavirus pandemic makes this year different. Casinos offer tens of thousands of jobs — both temporary construction and permanent — and hundreds of millions of dollars in new investment, he said.

"In the past, Georgia had very low unemployment and very high tax revenues," Lackey said. "Now, we don't. We have a need for jobs and increasing tax revenues."

Under House Resolution 30, a portion of the proceeds from casinos would go toward the HOPE Scholarship and other tuition and grant programs at both public and private colleges and universities as well as Technical College System of Georgia campuses.

While the Georgia Lottery Corp. just reported record profits for the last six months of 2020, lottery ticket sales are failing to keep pace with the demand for scholarships, which has opened up a \$300 million hole in HOPE funding, said Rep. Ron Stephens, R-Savannah, the resolution's chief sponsor.

For Stephens and other supporters, the need to prop up the HOPE program provides a powerful argument for legalizing casinos.

Stephens said another advantage to the legislation is that casinos would not be able to set up shop where they're not wanted. If voters statewide approve the constitutional amendment, a second local vote would be required to build a casino in a city or county, the same requirement the General Assembly imposed on Sunday sales of alcohol 10 years ago.

“Citizens are going to have to ask for it before it’s even considered,” Stephens said.

Supporters of legalized gambling have gotten off to a head start in selling Lavonia, Columbus and Midway on casinos.

City councils in all three communities have endorsed putting resort casinos in their midst.

In Lavonia, Lackey’s company has a 500-acre site along Lake Hartwell under a lease agreement. About 8.6 million people live within a two-hour drive, and 37.6 million can get there within five hours.

“It would be a perfect place,” said state Rep. Alan Powell, R-Hartwell, another cosponsor of House Resolution 30.

Metro-Atlanta’s six million residents enjoy easy access to Columbus via interstates 20 and 185, and the city lies along a popular route to the Gulf Coast beaches.

The planned casino site in Midway is adjacent to and just east of I-95. Up to five million people live within a two-hour drive.

“It’s basically suburban Savannah,” Lackey said.

The House has yet to hold a hearing on House Resolution 30.

Powell said the casino measure should be combined with legislative proposals to legalize sports betting and pari-mutuel betting on horse racing into one giant constitutional amendment. As it stands now, a sports betting bill before the House is in the form of a statute rather than a constitutional change.

“Gambling’s gambling, whether it’s sports betting, destination casinos or horse racing,” Powell said.

There’s also Gov. Brian Kemp to consider. The governor is “not a big fan” of legalizing gambling in Georgia and could veto anything that comes out of the General Assembly as a standalone bill.

Constitutional amendments, however, bypass the governor and go directly to the voters.

Polls have shown strong support among the public for legalized gambling.

“They’re ready to go,” Stephens said.

“For too long, we have allowed this to linger,” Smyre added. “It’s time to fish or cut bait.”

MEMORANDUM

TO: COMMITTEE OF THE WHOLE
FROM: NOEL JENSEN, CHIEF OPERATIONS OFFICER
SUBJECT: REQUEST FOR PROPOSAL (RFP) #360 FOR ARCHITECTURAL AND ENGINEERING SERVICES FOR PUBLIC SAFETY COMPLEX
DATE: 2/10/2021

A request for proposals (RFP) #360 has been prepared for JIA Board consideration for architectural and engineering services to create construction documents for a Public Safety Complex. The new Public Safety Complex will house both the Georgia State Patrol and the Jekyll Island Fire Department/EMS Services.

The proposed concept is a 12,000-15,500 sq. ft. facility which would contain full accommodations and operational areas for public safety services on Jekyll Island, including the addition of an island Emergency Operations Center. The facility would house both Georgia State Patrol and Jekyll Island Fire/EMS offices, classrooms, parking/bay areas, living spaces, kitchens, bedrooms, storage, etc. The current proposed timeline awards the proposed RFP in March and construction documents completed by the end of July 2021.

Jekyll Island would benefit from consolidating its public safety agencies under one roof. Having a new facility in the Board approved location on Shell Road would provide seamless emergency response to the greatest population areas; within 1.5-mile critical response zone as designated by Insurance Services Office, Inc. (ISO).

Staff recommends approval of funds to complete A&E services for the new Public Safety Complex including all “for construction” documents at a cost of up to \$150,000 from the proposed budget revisions.



100 JAMES ROAD

JEKYLL ISLAND, GA 31527

(912) 635-4000

Request for Proposal # 360

for

Jekyll Island Public Safety Complex

Date Issued: February 16, 2021

Submission Deadline:

**Friday, March 26, 2021
at 2:00p.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 coastal 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 1948 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

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

SECTION 2

DEFINITIONS

- 2.1 Contractor: Contractor means any person or business having a contract with Jekyll Island Authority.
- 2.2 Fee: A dollar amount inclusive of all Proposer's costs (overhead, insurance, labor, equipment, advertisements, permits, etc.), general and accounting, and profit. The cost associated with any incidental items in which no specific pay items are set up for shall be included in the overall cost of the project.
- 2.3 Jekyll Island-State Park Authority (**"JIA"** or **"Authority"** or Jekyll Island Authority): a public authority created by the General Assembly of the State of Georgia and deemed an instrumentality of the State of Georgia and a public corporation
- 2.4 Professional Services: Those services as outlined in this Request for Proposal and the Proposal that Proposer will perform during this Project.
- 2.5 Project: The Professional Services and work and collaboration between JIA and Contractor and their team, staff, consultants, and representatives to carry out this purpose of this Request for Proposal.
- 2.6 Project Manager: That staff member and day-to-day representative of the Jekyll Island Authority for this Project. The Project Manager is the point of contact for this Project.
- 2.7 Proposal: An offer or statement of a price and project description in response to a request for services to be rendered to the JIA.
- 2.8 Proposer: Any corporation, partnership, individual, sole proprietorship, joint stock company, joint venture, or any other private legal entity that has submitted a proposal to the Jekyll Island Authority in such capacity before a contract has been entered into such party and the JIA.
- 2.9 Request for Proposal (**"RFP"**): Those documents, including documents attached or incorporated by reference, utilized for soliciting proposals in accordance with the RFP procedures and instructions set forth herein The Request for Proposal, Legal Advertisement, General Conditions and Instructions to Proposers, Specifications, Special Conditions, Proposal, Addendum, and/or any other pertinent documents form a part of the Proposal and by reference are made a part hereof.

SECTION 3

SCHEDULE OF EVENTS

3.1 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	3/12/2021at 2:00 p.m. ET
Responses to Written Questions	3/17/2021at 5:00 p.m. ET
Proposals Due / Close Date	3/26/2021at 2:00 p.m. ET
Proposal Opening Date	
Proposal Evaluation Completed (on or about)	One to Three Weeks after Close Date
Interviews Begin	One to Three Weeks after Close Date
Negotiations (discretionary)	One to Three Weeks after Close Date
Notice of Intent to Award (emailed) (on or about)	Four to Six Weeks after Close Date
Resolution of Contract Terms	Prior to Consideration of Board Approval
Consideration of Board for Approval	4/20/2021
Notice to Proceed Issued - Estimated Work to Begin	Four to Six day(s)after Board Approval

3.2 Proposer Questions and Inquiries. Questions and requests for clarification may be submitted up to the date and time set forth above via email to Dana Pender at dpender@jekyllisland.com. No questions will be accepted after this. Contact with other staff of the Authority or members of the Board or contact with Dana Pender 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, responses will be 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.

3.3 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.

- 3.4 **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 responsibility. If such information is required, the Proposer will be so notified and will be permitted a certain period to submit the information requested.
- 3.5 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 JIAs expected contract award(s) pending resolution of the protest process and Board approval.
- 3.6 Resolution of contract terms may commence with the prospective successful Proposer.
- 3.7 Upon mutual agreement of contract terms, the attached draft contract shall be constructed and forwarded to the prospective successful Proposer for execution. The draft contract format (as may be amended in JIA's sole discretion) will be the only acceptable document for execution.
- 3.8 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.
- 3.9 Upon the Board's approval and after any Protest resolution, the contract will be executed.
- 3.10 The Proposer will be required to submit its certificate(s) of insurance and endorsement(s) prior to the issuance of a Notice to Proceed.
- 3.11 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.
- 3.12 Upon execution of the contract, the unsuccessful Proposers will be notified.

SECTION 4

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.

- 4.1 The Authority will form an evaluation team to review and evaluate the submitted proposals.
- 4.2 Based on this review, the proposals will first be evaluated as either “responsive” or “non-responsive.” Proposals determined to be non-responsive may be eliminated from further consideration at this point.
- 4.3 The proposals will then be evaluated for content and ranked in accordance of their merits. Proposer consents to the Authority to contact any person or organization in order 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.
- 4.4 The evaluation team may recommend interviews with up to five (5) finalists. Those proposals not achieving finalist status will be eliminated from further consideration.
- 4.5 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.
- 4.6 The evaluation team will use the information gained during these discussions, along with information presented in the proposals, to rank the proposals. 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 Jekyll Island Authority and/or similar project;
 - b) The quality and completeness of the proposal package;
 - c) Demonstrated understanding of Jekyll Island and the importance of this project to the overall success of Jekyll Island’s public safety services;
 - d) The quality of interview presentation and response to questions from interviewer;
 - e) Cost of the Project, to include all Fees as defined in Section 2, and costs to be incurred by the Authority;
 - f) The best fit for Jekyll Island based on all factors. 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

g) Proposer's commitment and capability to work expeditiously and collaboratively with the JIA to implement the project.

4.7 The responsive proposals will be ranked according to the above criteria.

4.8 The Authority will be solely responsible for the final selection of the successful Proposer, if any.

4.9 Award of Contract:

4.9.1 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.

4.9.2 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 5

INSTRUCTION TO PROPOSERS

Instructions for preparation and submission of a proposal are contained in this package.

- 5.1 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.
- 5.2 Each proposal shall contain at least the following information. JIA reserves the right to reject any or all Proposals that are non-responsive.
- 5.2.1 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 negotiate on behalf of your team, and contact information for those individuals, including email addresses.
- 5.2.2 General Background and Experience. Describe the background, history, and core competencies of your company as they related to this Project.
- 5.2.3 Statement of Project Understanding. Briefly describe the concept and scope of your Proposal and explain why your Proposal is the best approach.
- 5.2.4 Detailed Proposal.
- 5.2.5 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.
- 5.2.6 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.
- 5.2.7 Relevant Projects. Describe in detail three or more recent projects with \$500,000 or more in construction costs 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, at least one of the projects must be from the appropriate party within the JIA. Please include in your description information on:
- a) Project name and location
 - b) Start date and completion date

- c) If applicable, how many days were exceeded from estimated project completion deadline
- d) Project scope
- e) Awarded cost and final cost of project.
- f) Contact information for references who can speak knowledgeably about your involvement in the project

5.2.8 Resumes of key team members, including the firm principal, project manager, other key project personnel, and any subcontractors.

5.2.9 Previous contracts your company has performed by JIA by Project Title, date, and awarded/final cost.

5.2.10 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.

5.2.11 Any other pertinent information the firm wishes to present.

5.3 Preparing the Response. Proposers are encouraged to review carefully 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:

5.3.1 Prepared on the forms enclosed herewith, unless otherwise noted, and all documents must be submitted to be considered a complete and responsive proposal. Please note that specific forms for submission are required.

5.3.2 Typewritten 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

5.3.3 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; therefore, JIA will issue a written addendum to document each approved change.

5.4 Packaging your Proposal.

5.4.1 Submit five hard copy(ies) and one (1) electronic copy in PDF format on a USB drive of your complete proposal.

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

RFP # 360
Name of Company
Point of Contact for Company and Phone Number

5.5 Submitting your Proposal.

5.5.1 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: Dana Pender
100 James Road
Jekyll Island, Georgia 31527.

5.5.2 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 6

RIGHT TO PROTEST

- 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 Reserved Rights.
- 6.2 Filing of protest.
- 6.2.1 Subject of protest. Any Proposer may file a Protest on the grounds of irregularities in the proposal procedures, but not based upon the evaluation of each proposal.
- 6.2.2 A protest shall be filed five (5) calendar days after Board Approval or within ten (10) calendar days after the protesting party knows or should have known of the occurrence of the action which is protested, whichever is earlier.
- 6.3 Form of Protest.
- 6.3.1 All protests shall be in writing and filed in duplicate.
- 6.3.2 All envelopes containing protests shall be labeled "PROTEST."
- 6.3.3 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 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.
- 6.4 Delivery of Protest. All protests should be mailed or delivered by hand to the following address and marked as follows:
- PROTEST - RFP # 360
Executive Director
Jekyll Island Authority
100 James Road
Jekyll Island, GA 31527
- 6.5 Stay of Award During Protest. When a Protest has been filed in a timely fashion and before

an award has been made, the Authority shall make no award of a contract until a final decision has been issued, unless the Authority makes a written determination that the award of the contract without delay is necessary under the circumstances to protect the interests of the Authority.

6.6 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.

6.7 Decision on Protest.

6.7.1 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.

6.7.2 Available remedies. If the Executive Director determines that the Protest is valid, the Executive Director shall determine the appropriate remedy. Available remedies include but are not limited to the following:

- a) Modification of the solicitation document and extension of the solicitation period;
- b) Cancellation of the solicitation; or
- c) Cancellation of the selection or award of contract.

6.8 Appeal to the Board of Directors

6.8.1 If a Protest is denied by the Executive Director, the Protestor may make an appeal to the Board of Directors within 5 days after the denial by the Executive Director.

6.8.2 No appeal will be considered if the Protestor has not first filed a Protest with the Executive Director and received a decision.

6.8.3 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.

6.8.4 All protests should be mailed or delivered by hand to the following address and marked as follows:

PROTEST APPEAL - RFP # 360
Board of Directors
Jekyll Island Authority
100 James Road
Jekyll Island, GA 31527

6.8.5 While a Protestor may request a hearing before the Board of Directors for an appeal, it shall be within the discretion of the Board of Directors to determine if a hearing is granted.

6.8.6 The Board of Directors shall have 30 days after an appeal is filed or a hearing is held, whichever is later, to decide on a protest appeal. 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, such events as hurricanes.

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

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

6.9 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.

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

SECTION 7

GENERAL TERMS AND CONDITIONS

- 7.1 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 that 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.
- 7.2 **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.
- 7.3 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 from JIA.
- 7.4 Errors in Proposals. Proposers or their authorized representatives are expected to fully inform themselves as to the condition, requirements, and specifications before submitting proposals. Failure to do so will be at the **Proposer's** own risk.
- 7.5 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.
- 7.1 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.

7.2 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.

7.3 Contract Terms and Conditions.

7.3.1 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.

7.3.2 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 proposed 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.

7.3.3 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.

7.3.4 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.

7.3.5 Cancellation of Contract: The contract may be cancelled or suspended by Jekyll

Island Authority in whole or in part by written notice of default to the Proposer upon non- performance or violation of contract terms. An award may be made to the next lowest Proposer, for articles and/or services specified or they may be purchased on the open market and the defaulting Proposer (or his surety) shall be liable to Jekyll Island Authority for costs to JIA in excess of the defaulted contract prices. See the contract documents for complete requirements.

7.4 Changes in the Contract:

7.4.1 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 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 to a change in the fee or time or both, in which she shall give the Project Manager written notice thereof within fifteen (15) days after the receipt of the 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 such cases, the JA shall indicate this intent in a written notice to the Contractor.

7.4.2 Changes in Fee: The Fee shall be increased only by a mutual agreement by the Contractor and the JIA and set forth in a Contract Amendment.

7.5 Payment to Contractor.

7.5.1 Contractor will be paid the agreed upon compensation as more fully described in the Contract.

7.5.2 If the Contractor has made application for payment, the Project Manager will approve the invoice for such amount as is determined to be properly due, or state in writing the itemized and specific reasons for withholding an amount.

7.5.3 No application for payment, invoice, or payment shall constitute acceptance of any work or service not in accordance with the Contract.

7.6 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.

7.7 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.

- 7.8 Compliance with Laws. The Contractor and its subcontractors shall obtain and maintain all licenses, permits, liability insurance, workman's compensation insurance and comply with any and all other standards or regulations required by federal, state, county, and JIA statutes, ordinances, and rules during the performance of any contract between the Proposer and JIA. Any such requirement specifically set forth in any contract document between the Contractor and JIA shall be supplementary to this section and not in substitution thereof.
- 7.9 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.
- 7.10 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.
- 7.11 Compliance with Federal and State Work Authorization and Immigration Laws. Please see attachment B.
- 7.12 Guarantee/Warranty: Proposer warrants and guarantees that the Professional Services will substantially conform to the deliverables specified in this RFP and that all Professional Services will be performed in a professional manner using appropriately skilled personnel.
- 7.13 Liability Provisions: Where Proposers are required to enter or go onto Jekyll Island Authority property to take measurements or gather other information in order to prepare the proposal as requested by JIA, 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.
- 7.14 Cone of Silence. Lobbying of RFP Evaluation Committee members, Government employees, and elected officials regarding this product or service solicitation, Invitation to Bid (ITB) or 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.
- 7.15 CONFIDENTIALITY AND GEORGIA OPEN RECORDS ACT.
- 7.15.1 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.

7.15.2 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.

7.15.3 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.

7.16 Audits and Inspections. At any time during normal business hours and as often as JIA may deem necessary, the Proposer 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 RFP. 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 Proposer as requested by JIA.

7.17 Insurance Provisions:

7.17.1 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.

7.17.2 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.

7.17.3 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.

7.17.4 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.

- 7.17.5 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.
- 7.17.6 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.
- 7.17.7 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.
- 7.17.8 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.
- 7.17.9 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.
- 7.17.10 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
- 7.17.11 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.

7.17.12 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.

7.17.13 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	\$2,000,000
Aggregate	\$2,000,000

SECTION 8

PROPOSAL

RFP # 360

Jekyll Island Public Safety Complex

SECTION A

SCOPE OF SERVICES

1.0 GENERAL

The Jekyll Island Authority (JIA) is interested in selecting a qualified Architectural & Engineering (A&E) firm preferably with experience in public works facilities, to provide full architectural and engineering services to perform a detailed assessment of the Jekyll Island Public Safety Complex resulting in a master plan for future construction. The successful proposer will also provide full architectural and engineering services necessary to replace the existing Fire Station and Georgia State Patrol facilities with a new state-of-the-art facility on JIA owned property located on Shell Road, Jekyll Island, Georgia. The proposed build site is vacant and consists of normal vegetative growth and trees.

The new Public Safety Complex will house GSP and JI Fire/EMS operations 24 hours a day, 7 days per week and offer a new central location to dispatch requests for service. The complex will also contain a small Emergency Operations Center (EOC) that can function as a satellite EOC for the island and the county. A common kitchen and day room area will link the office and living quarters of the GSP wing and the Fire/EMS wing. Offices and living quarters in both wings will be secured individually.

In general, the services consist of but are not limited to, developing design documents, plans and specifications, scaled record drawings of the building and site, site surveying, site geotechnical, any required environmental testing, site master planning, meetings, ADA considerations, list of all accessory spaces needed, square footage requirements, work space/office plans, site requirements such as lighting, loading zones, employee vs. public parking, cost estimates of design and construction to develop the site and build the facility. The specific services requested are outlined in more detail in the Statement of Work. JIA's current budget for all construction, fees, equipment, and A/E services is approximately \$2,000,000.00

2.0 OBJECTIVE

The objective of this project is to secure full architectural and engineering (A&E) services for future construction and design and engineering of all components of the new Jekyll Island Public Safety Complex including detailed construction and bid documents.

The A&E shall use the current standard GSP Post interior layout for the basis of the GSP wing on the building. The Public Safety Complex, exterior shall be modeled in a similar coastal

appropriate design to the Public Safety Complex in Wrightsville Beach, NC. Photos of this Public Safety Complex can be found here:

<https://fire-station.com/portfolio/wrightsville-beach-public-safety/>

The A&E shall confirm the specific project scope for the Public Safety Complex during the schematic design phase and provide construction cost estimates during both the schematic and design development phases.

3.0 STATEMENT OF WORK

TASK 1 PERFORM ASSESSMENT

Provide all services necessary to perform a detailed assessment of the existing vacant lot area located on Shell Road, Jekyll Island, GA resulting in a master plan for future construction.

Elements of Task 1 will include the following phases:

- A.** Site Survey – JIA can provide initial survey to include topographical, utilities, and property lines based on the original plat.
- B.** Perform initial Interview and attend internal meetings with JIA Executive Director, Chief Operations Officer, Georgia State Patrol, and JIA Fire/EMS to determine needs with respect to spatial and organizational requirements. The following documents shall be included by each entity:

JIA to Provide:

- I.** List of all personnel by job classification/title and the square footage requirements for their office/workspace with Plan diagram of the workspace/office for each job classification/title.
- II.** List of all major equipment and furniture belonging to each area. This includes fire apparatus, shelving units, special storage cabinets and specialty equipment that are necessary for the operation of the department with consideration given to future requirements.
- III.** List of all accessory spaces necessary to the operation of the facility with consideration given to future requirements, such as armory and decontamination area.

Contractor to Provide:

- IV.** List all ADA requirements for 2010 or latest version.
- V.** Indicate site requirements for the facility (i.e. lighting requirements, loading zones, employee vs. public parking, ingress, and egress, etc.)
- VI.** Provide a single page summary of square footage requirements of the entire facility

with a line item for each area. Also include on this summary the total number of parking spaces required for the facility.

- VII.** Cost estimates of design and construction cost to develop the site and build the structure.
- VIII.** Priority list and Value Engineering for construction considerations.
- IX.** Completed Site Survey
- X.** Any required geotechnical/environmental testing.

TASK 2 DESIGN & ENGINEERING OF ALL COMPONENTS OF A NEW PUBLIC SAFETY COMPLEX

Provide full architectural and engineering services that will culminate in the design and engineering of all components of the new Public Safety Complex including detailed construction and bid documents (including specifications for furnishings and equipment), confirmation of the specific project scope during the schematic design phase and provision of construction cost estimates during both the schematic design and design development phases. At a minimum, lighting requirements, communications, telephone, data, security systems, equipment requirements, vehicular and pedestrian approach, circulation, and parking are to all be included in the project.

Elements of Task 2 will include the following phases:

A. Design:

- Provide full architectural and engineering services for the design and engineering of the new Public Safety Complex. This will include at least three meetings during the design phase. (It is imperative that communications, telephone, and data not be eliminated at any point in this process.)
- Provide preliminary schematic design plans for approval.

B. Final Plans & Specifications:

- Prepare final plans and specifications in compliance with all State, Federal, County, and JIA requirements. (JIA will prepare and disseminate all construction bidding documents. A&E will provide JIA with the plans and specifications.)
- All final plans and specifications shall have sufficient details so that the Owner is able to obtain competitive bids for the construction and furnishing of each aspect of the project.
- The A/E shall provide the owner with one (1) bound copy of the final specifications, two (2) sets of plans, including one (1) set of reproducible drawings, one (1) copy of the final specifications in electronic format (Microsoft Word for specifications), and one (1) copy of plans in PDF format.

TASK 3 GEOTECHNICAL

Provide necessary geotechnical testing services. An allowance of \$7,500.00 has been included for this task. Written approval from JIA is required to use this allowance. Should JIA determine that additional geotechnical services are required in excess of this allowance amount JIA will approve an increase in the allowance amount. Any portion of this allowance not used will be retained by JIA.

- End of This Section -

SECTION B

Deliverables

1.0 GENERAL

Based on the results of A&E services, the following deliverables are required (unless otherwise indicated by JIA):

TASK 1 ASSESSMENT

Upon conclusion of the assessment, prepare a final "Assessment Report" containing the information, including survey, detailed in Task 1. Provide the Owner with an electronic version in Word format.

Any reports such as cost estimates, etc. shall be included as deliverables in Task 1.

TASK 2 FINAL PLANS AND SPECIFICATIONS - PUBLIC SAFETY COMPLEX

Upon final acceptance of the Public Safety Complex plans and specifications by the Owner, A/E will produce final construction plans and specifications (including equipment). Provide Owner with copies as stated in 2(c). All interim reports such as confirmation report, cost estimates, schematics, etc. shall be included as deliverables in Task 2.

TASK 3 GEOTECHNICAL

Provide necessary geotechnical and materials testing services and provide the Owner with (3) printed copies of resulted reporting.

- End of This Section -

SECTION C

BID FEE FORM

COMPANY NAME: _____

The Proposer will consider all costs (labor, material, overhead, administration, profit, travel, etc.) associated with providing the services listed in Section B. JIA reserves the right to select none, one, some, or all of the services. Failure to provide the required fees in the format outlined on the Fee Form provided may result in your bid being considered non-responsive.

TASK

1	Assessment	\$ _____
2	Final Plans & Specs for Public Safety Complex	\$ _____
3	Geotechnical Testing Allowance	\$7,500.00
	Total Project Cost	\$ _____

SECTION D

TECHNICAL PROPOSAL REQUIREMENTS

1.0 INTRODUCTION

1.1 Overview:

The Proposer shall provide detailed information so as to demonstrate its understanding of the services requested.

2.0 GENERAL

The Proposer is to provide adequate information that will render it qualified and capable of cost effectively accomplishing the Scope of Work.

- 2.1 Proposers Qualifications and Design Experience: **A qualified firm shall have at least ten (5) five years of experience providing similar engineering services. Proposers must provide their firms number of continuous years in operation. Moreover, a firm with less than five (5) years' experience but with a division who independently can satisfy the five (5) year experience requirement will also be considered. It is incumbent on the Proposer to clearly explain the relationship between these different entities and the Corporation.**
- 2.2 Management Philosophy: **This part will contain the Proposer's management philosophy in relation to personnel, operations, cost control, and responsiveness to JIA concerns.**
- 2.3 Implementation Plan: **This part will contain the Proposer's detailed implementation plan consisting of specific personnel requirements, schedule, and organization chart to include management structure.**
- 2.4 Subcontractors: **If names are not available, then the Proposer must list the services to be subcontracted out.**

3.0 PROPOSAL EVALUATION FACTORS

It is JIA's intent to evaluate the proposals based on technical merit, qualifications, and price.

3.1 Evaluation Method

Each proposal will be reviewed by a team of qualified individuals. Their proposal review and evaluation will be subjective; however, the weighting values are established to minimize that subjectivity. The following delineates the value attributed to each section.

SECTION	WEIGHT
Qualifications/Relevant Design Experience	35%
Management Philosophy	15%
Implementation Plan	35%
Experience/Subcontractors	13%
Local Preference	2%
Total:	100%

Note: While the evaluation team will review the proposal in its entirety and may consider anything that they find relevant, particular emphasis is placed on the following:

Technical Approach - Provisions of adequate, specific, information regarding the proposer's technical approach to this project. Such information shall include, but not be limited to:

- Specific technical approach information
- Schedule-The schedule on this project is of importance to JIA and will be a consideration.
- Proposed sub-contractors.

Company/Personnel Experience – General, as well as project specific qualifications and experience of those individuals who will be assigned to this project.

4.0 ORAL PRESENTATION

Following the evaluation of the proposals, the Team may request the top-ranking firm(s) to make an oral presentation and/or be interviewed. If a determination is made that presentations are necessary, they will take place in Jekyll Island, Georgia at a mutually acceptable date and time that will be promulgated by the JIA.

- End of This Section -

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 certifies 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 Work as specified or indicate;
- I have had the opportunity to visit the site, if requested, and become familiar with and is satisfied as to the general, local, and site conditions that may affect cost, progress, performance, and furnishing of the Work;
- 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 Work;
- 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 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 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 as of the beginning date of this contract and each subcontract, supplier contract, or consultant contract, and upon final payment to the subconsultant. 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, 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

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

SUBSCRIBED AND SWORN BEFORE ME
ON THIS THE _____ DAY OF _____, 20____.

Printed Name and Title of Authorized Officer or Agent

NOTARY PUBLIC
My Commission Expires: _____

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

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:** _____ **Renewals:** _____
 Date Date None

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

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

5. Project Manager for JIA: _____ Road Jekyll Island, GA 31527 TELEPHONE: _____ EMAIL: _____	Project Manager for Contractor: Name Street Address City, State, Zip TELEPHONE: _____ EMAIL: _____
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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

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) **"Premises"** shall mean that location on Jekyll Island, whether real property or improvement, described in the Scope of Work.
- (vi) **"Project"** shall mean the same as "Services."
- (vii) "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.
- (viii) **"Request for Proposal ("RFP")"** means those documents, including documents attached or incorporated by reference in RFP # 360 utilized for soliciting proposals in accordance with the RFP procedures and instructions set forth herein The Request for Proposal, Legal Advertisement, General Conditions and Instructions to Proposers, Specifications, Special Conditions, Proposal, Addendum, and/or any other pertinent documents form a part of the Proposal and by reference are made a part hereof.
- (ix) **"Scope of Work"** means a list of those Services agreed upon by the Contractor and the JIA for Contractor to perform.
- (x) "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.
- (xi) "State" means the State of Georgia and the JIA.
- (xii) All other words shall have the same meaning and definitions as set forth in Section 2 of the RFP.

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. Reserved.
3. Contract Renewal. This Contract shall not renew.
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. Specifications in Documents. 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. Destination shall be the location(s) specified in the Scope of Work. 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.

D. COMPENSATION

1. Pricing. 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 submit, on a regular basis, an invoice for the Services supplied to the JIA under the Contract at the billing address specified in the Purchase Instrument or Contract. The invoice shall comply with all applicable rules concerning payment of such claims.

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.

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 Contractor shall not be entitled to any compensation under the Contract until such Service is

CONTRACT TERMS AND CONDITIONS FOR SERVICES

performed or delivered. In this event, 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;
 - (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

Exhibit 1

CONTRACT TERMS AND CONDITIONS FOR SERVICES

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 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 or Purchase Instrument. 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. The JIA shall not be liable for any costs incurred by the Contractor in its performance of the Contract, including, but not limited to, startup costs, overhead or other costs associated with the performance of the Contract.

CONTRACT TERMS AND CONDITIONS FOR SERVICES

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.

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. 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.

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. 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

CONTRACT TERMS AND CONDITIONS FOR SERVICES

thereafter. 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.

3. Subpoena. 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.
4. Reporting of Unauthorized Disclosure. The Contractor shall immediately report to the JIA any unauthorized disclosure of confidential information.
5. Survives Termination. The Contractor's confidentiality obligation under the Contract shall survive termination of the Contract.

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.

CONTRACT TERMS AND CONDITIONS FOR SERVICES

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.
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.

CONTRACT TERMS AND CONDITIONS FOR SERVICES

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

H. INSURANCE

1. The Insurance Provisions of the RFP are incorporated herein.

I. BONDS. Reserved.

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. 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.

CONTRACT TERMS AND CONDITIONS FOR SERVICES

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 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.

CONTRACT TERMS AND CONDITIONS FOR SERVICES

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.

2. 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.

3. 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

CONTRACT TERMS AND CONDITIONS FOR SERVICES

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).
4. 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.
 5. 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.
 6. Third Party Beneficiaries. There are no third-party beneficiaries to the Contract. The Contract is intended only to benefit the JIA and the Contractor.
 7. 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.
 9. Liquidated Damages. Reserved.
 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

CONTRACT TERMS AND CONDITIONS FOR SERVICES

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 Contract represents 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 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,

CONTRACT TERMS AND CONDITIONS FOR SERVICES

- (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.

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

CONTRACT TERMS AND CONDITIONS FOR SERVICES

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.

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 JIA (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, State trademarks or logos in any manner, including commercial advertising or as a business reference, without the expressed prior written consent of the State.
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. The Contractor also understands that fraudulent certification may result in the JIA or its representative filing for damages for breach of contract.
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

CONTRACT TERMS AND CONDITIONS FOR SERVICES

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 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 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.
37. **Transition Cooperation and Cooperation with other Contractors.** Contractor agrees that upon termination of this Contract for any reason, it shall provide sufficient efforts and cooperation to ensure an orderly and efficient transition of services to the JIA or another contractor. The Contractor shall provide full disclosure to the JIA and the third-party contractor about the equipment, software, or services required to perform the Services for the JIA. The Contractor shall transfer licenses or assign agreements for any software or third-party services used to provide the Services to the JIA or to another contractor.

Further, in the event that the JIA has entered into or enters into agreements with other contractors for additional work related to Services rendered under the Contract, Contractor agrees to cooperate fully with such other contractors. Contractor shall not commit any act, which will interfere with the performance of work by any other contractor.

Exhibit 2

SCOPE OF WORK

Included in this Scope of Work is:

- Exhibit 2-A: RFP # 360
- Exhibit 2-B: Proposal of Contractor
- Exhibit 2-C: Amended terms of Proposal of Contractor

Exhibit 3
INSURANCE DOCUMENTATION

Exhibit 4

FEDERAL AND STATE WORK AUTHORIZATION AND IMMIGRATION LAWS
DOCUMENTATION

JEKYLL ISLAND AUTHORITY BOARD OF DIRECTORS
JEKYLL ISLAND, GEORGIA

RESOLUTION #R-2021-2

**ENDORSEMENT OF THE GLYNN COUNTY 2021 SPECIAL OPTION LOCAL SALES
TAX PROPOSAL (SPLOST)**

WHEREAS, the SPLOST program represents a way for Glynn County to raise funds for county improvement projects by a 1 (one) cent sales tax, anytime an item is purchased in Glynn County - by residents or by visitors to our county, meaning that non-residents will pay a sizable portion of the total tax; and

WHEREAS, the Glynn County Board of Commissioners has determined that it is in the best interests of the citizens of the County that the Special Purpose Local Option Sales Tax be imposed in Glynn County beginning July 1, 2021, for the purpose of funding capital outlay projects (hereinafter sometimes referred to as "SPLOST 2021"); and

WHEREAS, subject to approval by a majority of Glynn County voters, the tax would raise an estimated \$68.5 million over a three-year period with Glynn County, the City of Brunswick, and Jekyll Island Authority benefitting from the proceeds, under the proposed split: the county would get \$55.27 million (JIA, \$2.5 million) and the city, \$13.23 million; and

WHEREAS, the people of Glynn County will vote on March 16, 2021 for the SPLOST 2021 referendum ballot question of:

"Shall a special 1 percent sales and use tax be imposed in the special district of Glynn County for a period of time not to exceed three years and for the raising of an estimated amount of \$68,500,000 for the purpose of funding the acquisition, construction, and equipping of the following capital outlay projects: (i) road repaving, gateway and wayfinding signage, and right-of-way, access, and intersection improvements for Glynn County; street milling, paving, and redevelopment, and parking improvements for the City of Brunswick; (ii) drainage improvements for Glynn County and the City of Brunswick; (iii) sidewalk improvements for Glynn County and City of Brunswick; trails and boardwalks for the City of Brunswick; (iv) water and sewer projects in Glynn County and the City of Brunswick; (v) St. Simons Airport and Brunswick Golden Isles Airport improvements; (vi) pier access and safety improvements and bike path paving for Jekyll Island; (vii) economic development site development and improvements; (viii) park improvements for Glynn County and the City of Brunswick; judicial system space needs project and fire station for Glynn County; renovation and improvements to public buildings and facilities for the City of Brunswick; (ix) police, fire, and public works vehicles and public works equipment for the City of Brunswick; and integrated software for the City of Brunswick?"; and

WHEREAS, the Jekyll Island Authority would use \$1 million dollars in SPLOST funds for Clam Creek Pier access and safety improvements and \$1.5 million in bike path paving; and

NOW, THEREFORE, BE IT RESOLVED THAT the Jekyll Island-State Park Authority endorses 2021 SPLOST and the collection of SPLOST funds enrich Glynn County and Jekyll Island.

CONSIDERED AND ADOPTED THIS 16TH DAY OF FEBRUARY 2021

Joseph B. Wilkinson, Chairman

Robert W. Krueger, Vice Chairman

William H. Gross, Secretary/Treasurer

ATTEST:

C. Jones Hooks, Executive Director

MEMORANDUM

TO: COMMITTEE OF THE WHOLE
FROM: JONES HOOKS, EXECUTIVE DIRECTOR
SUBJECT: CONSIDERATION OF THE UNIVERSITY OF GEORGIA PROPOSAL FOR 2021 MASTER PLAN UPDATE
DATE: 2/10/2021

The Jekyll Island Master Plan of 2014 was scheduled for update last year after completion of the Conservation Plan Update. Unfortunately, the pandemic delayed both updates. Now that the Conservation Plan Update has been approved by the Board, the time is right to move forward with a Master Plan Update.

The Carl Vinson Institute of Government at the University of Georgia (Institute of Government) prepared the 2014 Jekyll Island Master Plan which included extensive JIA and public involvement. In the interest of utilizing knowledge and expertise from the previous study, as well as time and cost considerations, a proposal from the Institute of Government was requested to develop an update to the 2014 Master Plan, tentatively titled “2021 Jekyll Island Master Plan Update.”

In anticipation of a proposal, several conversations and meetings have been held between JIA executive team members and Institute of Government faculty. JIA management feels confident in the Institute of Government’s ability to update the Master Plan appropriately and to provide an outstanding product for the Authority.

The project will include:

- Review of 2014 Master Plan accomplishments and outstanding items/issues
- Evaluation of all studies completed by the JIA as well as other studies that address Jekyll Island
- Map/photo/cartographic reviews and updates
- Sectional updates:
 - Historic and Cultural Resources
 - Natural Resources
 - Transportation, Infrastructure and Municipal Services
 - Recreation
 - Short Term and Long Term Work Programs
- Public Input
- JIA Board presentations

In order to have a Master Plan Update available for Legislative Oversight Committee review prior to the convening of the 2022 General Assembly, the timeframe for this project would be March – September 2021

Estimated total cost for the Master Plan Update by the Institute of Government not to exceed \$65,000.



Proposal to Jekyll Island Authority

Overview

The Jekyll Island Authority (JIA) seeks assistance from the Carl Vinson Institute of Government (Institute of Government) in developing an update to its 2014 Master Plan, tentatively titled “Jekyll Island Master Plan 2021: Building on Success” (referred to as “Master Plan Update” for the purpose of this proposal). JIA has outlined an aggressive timeline for this work, seeking to have a final draft before its board by September 21, 2021 and a final print-ready document distributed to its board by December 14, 2021. This proposal is designed to be as streamlined as possible and highlight and build on the work that JIA has done since the adoption of the 2014 Master Plan.

Pursuant to its 2014 Master Plan, JIA has developed over the past six years a series of substantive plans specific to certain elements of its Master Plan that reflect significant public input and establish important goals. The process outlined below is therefore designed to capture and consolidate this information into an Update that outlines JIA’s overall strategy and goals and how they build upon accomplishments driven by the 2014 Master Plan. In addition, since 2014, aerial imagery has been developed (and continues to be developed) that is more accurate than the information utilized as part of 2014 Master Plan process. Utilizing this new data to have more accurate maps in the Update is an important goal of this project.

Described in more detail below, the proposed process consists of the following:

- **Phase 1: Project Organization and Master Plan 2014 Review** (March)
- **Phase 2: Plan and Map Review, Public Input Tool Development, Identification of Graphic and Photographic Needs.** (April/May)
- **Phase 3: Public Input** (Mid-May to Mid-June)
- **Phase 4: Map Development and Writing the Master Plan Update** (June – August)
- **Phase 5: Presentation and Comment on Final Draft by Institute of Government at the September 21 JIA Board Meeting**
- **Phase 6: Final Report Design and Layout** (October-December)

Proposal Details

JIA seeks to update its 2014 Master Plan in accordance with the requirements outlined in GA Code § 12-3-243.1, which provides that the JIA shall maintain a master plan for the management, preservation, protection, and development of Jekyll Island. To meet JIA’s needs as well as the requirements of the Georgia Code, we propose the following process:

Phase 1: Project Organization and Master Plan 2014 Review

Critical to the success of the Master Plan Update will be creating a stakeholder committee and external review committee and conducting an internal review of the 2014 Master Plan so as to identify what progress has been made and next steps. The Institute of Government will work closely with JIA staff to complete these tasks quickly. At the outset of this project, crucial activities will include assigning JIA liaisons responsible for each topic area and setting agreed upon deadlines for completion of each phase to ensure that we stay focused on the tasks included in this proposal.

Formation of Committees (March 2021)

For the purpose of review and input, in addition to JIA staff input, the JIA will designate two committees: a stakeholder committee of no more than ten (10) members who are not staff of the JIA and an external review committee comprised of no more than five (5) members. This stakeholder committee should be representative of the broader Jekyll Island community as much as possible, and the external review committee group should be external peers with topical expertise that are not associated with any special interest group. The JIA is responsible for selecting committee members.

The stakeholder committee will review and provide feedback on the development of the 2021 Master Plan Update, convening at least twice but no more than three times throughout the process. The JIA and the Institute of Government will jointly determine how to best use and/or respond to feedback received from the stakeholders. The external review committee will convene no more than two times to review and provide feedback on the development of the 2021 Master Plan Update.

Scheduling meetings of the stakeholder and external review committees will be joint decisions of the JIA and the Institute of Government. The JIA will provide contact information for members of both committees to the Institute of Government following a confirmation of participation by the JIA. Meeting notifications will be sent by the Institute of Government, and all other meeting logistics will be the responsibility of the JIA, including but not limited to meeting space, meeting tech, and any meeting refreshments (coffee, water, soft drinks). Meeting space should be large enough to accommodate participants in accordance with social distancing guidelines and also offer participation via zoom or other online meeting technology. If there are public notice requirements for any Master Plan Update related meetings, the JIA is responsible for compliance with those requirements. Tasks to be completed in this phase are:

- 1) Stakeholder and External Review committees established with invitation by JIA.
- 2) Date for first meetings of stakeholder and external committees agreed upon and calendared.
- 3) Lines of communication established between committees and Institute of Government.
- 4) Responsibility assigned to JIA staff member as meeting logistics coordinator.

Review of 2014 Master Plan (March 2021)

The JIA will conduct an internal review by designated JIA staff of the 2014 Master Plan areas of emphasis: Economic Sustainability; Historic and Cultural Resources; Natural Resources; Transportation, Infrastructure, and Municipal Services; and Recreation. The Institute of Government will provide a structure upon which to conduct the review, and JIA staff will work to complete the following tasks:

- 1) Evaluate accomplishments under the short and long-term work programs in each category of the current plan – determine what has been completed, what is still relevant, and what is not.
- 2) Review issues and trends in each category to determine their applicability moving forward;
- 3) Outline any additional actions to be taken (short and long-term), or issues/trends and/or opportunities that might impact the JIA and Jekyll Island moving forward.
- 4) Identify other plans that the JIA has developed and assign them to the appropriate Master Plan topic (for example, the Conservation Plan will be connected to and referenced in the Natural Resources category).

Phase 2: Plan Review, Public Input Tool Development, Identification of Graphic and Photographic Needs. (April -June)

Review of Current, Relevant JIA Plans

In this phase, Institute of Government faculty will conduct a thorough review of relevant and current JIA plans, as identified in Phase 1, to determine how to best connect them to the Master Plan Update. JIA staff should be available to respond to questions and review initial recommendations. The JIA has spent significant time updating and creating myriad planning documents including the FY2021 – 2025 Strategic Plan, the Jekyll Island Conservation Plan, the Golf Course Master Plan, the Jekyll Island Carrying Capacity & Infrastructure Assessment, etc. These plans (and their findings and recommendations) should be, at the very least, cross-referenced with the Master Plan. Tasks to be completed are:

- 1) Identification of plans to review that should be referenced or noted in the Master Plan Update.
- 2) Review of plans, including connection to relevant topic areas of the Master Plan Update.
- 3) Determination of how to best connect and/or reference plans to the Master Plan Update.

Public Input Tool Development

Institute of Government faculty will develop a short online public input survey tool to allow public feedback on each of the five Master Plan 2014 categories (Economic Sustainability; Historic and Cultural Resources; Natural Resources; Transportation, Infrastructure, and Municipal Services; and Recreation). Institute of Government faculty will work with the JIA to determine where public input is most valuable (issues or action items) within these categories. Using Qualtrics, the public input tool will consist of approximately twenty (20) questions that provide response via Likert scale and one (1) open question for additional comments. The tasks to be completed are:

- 1) Develop and finalize public input tool.
- 2) The JIA will develop public input distribution plan to publicize the public input process.

Graphic and Photographic Needs

Institute of Government faculty will work with JIA staff to begin to identify any specific existing photos and graphics that should be included in the Master Plan Update. The JIA has an extensive collection of photographs of the island, and those should be made available to the Institute of Government for use in the final document and any presentations made prior to document completion. Tasks to be completed are:

- 1) Identify liaison between report designer and the JIA for easy access to island photographs.
- 2) Develop draft graphics list (charts, tables, etc.).
- 3) Develop report style guide.

Phase 3: Public Input (Mid-May to Mid-June)

The Master Plan Update public input feedback survey will be publicly available for four weeks and promoted via signage on Jekyll Island (with a QR code included for on-site scanning and completion) and via link on the JIA's website. The Institute of Government will design and provide 50 printed signs (full color, card stock). JIA will determine where to post them and how to distribute signage. The JIA will send,

via email, the public input feedback survey to any groups, organizations, or others who might have interest in commenting. JIA will also utilize social media to promote survey participation or widespread public distribution.

After the four-week timeframe, the Institute of Government will close the public input feedback survey and analyze the responses. The written responses will be categorized and presented in summary format, along with the results of responses using the Likert scale. The Institute of Government will review public input findings with the JIA, and all public comments will become a part of the appendix to the updated Master Plan. While the public feedback input tool is in the field, Institute of Government faculty will continue to work on document review.

Tasks to be completed during Phase 3 are:

- 1) Institute of Government will provide public survey instrument and signage.
- 2) JIA will determine public survey communication and release plan.
- 3) Institute of Government will collect responses, review them with JIA, and organize the responses for inclusion as an appendix to the Master Plan Update.
- 4) Institute of Government to conduct one (1) Public Input Session on Jekyll Island between mid-May and end of July.

Phase 4: Mapping and Writing the Master Plan Update (June – August)

Utilizing aerial imagery generated since the 2014 Master Plan was developed is an important goal of this project. In this phase, an Institute of Government GIS Specialist will work with JIA to update maps as agreed upon with the priority being on maps indicating developed and undeveloped areas of the island. Maps will be created using the best data available and are designed to utilize the most recent aerial imagery available to improve their accuracy.

Relying upon the initial input of JIA staff, as well as the plan review, public survey, and any input received via the stakeholder and external review committees, the Institute of Government will develop a final draft Master Plan Update that highlights the progress and reflects JIA priorities.

Tasks to be completed in Phase 4 are:

- 1) Finalize updates to maps as required by statute to include the Master Plan Update.
- 2) Finalize final draft text of the Master Plan Update.
- 3) Develop presentation of the Master Plan Update for consideration by the JIA Board.

Phase 5: Presentation and Comment on Final Draft

The final draft text of the Master Plan Update will be distributed to the external review committee and presented to the stakeholder committee and JIA staff no later than September 3 for any comments/revisions in preparation for a presentation to the JIA Board on September 21.

A final draft of the text of the Master Plan Update will be provided to the JIA staff September 13 for distribution to the JIA Board. On September 21, the Institute of Government will present the final draft to the JIA Board. In addition, a date will be set for a public hearing, as required by statute, for presentation and comment on the final draft of the Master Plan Update. The public hearing must take place by October

15 to allow for a final Master Plan Update to be designed by the December deadline. Institute of Government will be present for the public hearing. Compliance with public notice requirements, including notice provided in the legal organs of Glynn and Fulton counties, will be JIA's responsibility.

Following the public hearing and the review by the external review committee, the JIA and Institute of Government will review any comments received.

Tasks to be completed during Phase 5 are:

- 1) Draft text presented to stakeholder and external review committees.
- 2) Final text presented to JIA Board – presented by Institute of Government
- 3) Final text presented by Institute of Government at a public hearing.
- 4) Integration of comments as deemed necessary and appropriate.

Phase 6: Report Design and Layout (October-December)

As soon as the final text is approved by JIA staff, Institute of Government faculty will begin designing the final document and preparing a print-ready, digital final Master Plan Update that includes any and all text, maps, pictures, and graphics that are appropriate for the JIA Master Plan and its priorities. The digital plan will be available to the JIA by December 6. The plan can be printed by the JIA, if desired, for distribution to the Board prior to their December 14 meeting. Upon final approval, the Institute of Government will provide the final Master Plan Update in a digital file to the JIA for printing.

Tasks to be completed in Phase 6 are:

- 1) Design and layout of final Master Plan Update.
- 2) Submission and Presentation by Institute of Government of the final Master Plan Update to the JIA Board for approval.
- 3) Upon approval, final digital files will be provided to JIA.

Cost

The total cost for the Master Plan Update is a fixed fee of \$56,250. One half of the contract price will be paid within 10 days of contract signing and one half upon completion of the Master Plan update project.



February 16, 2021

Executive Office of the President
Office of Management and Budget
725 17th St. NW
Washington, DC 20503

Dear Sir/Madam:

On behalf of the Jekyll Island Authority and in support of the Brunswick Area Transportation Study, I am writing in opposition to the recent proposal from the Metropolitan and Micropolitan Statistical Area Standards Review Committee to raise the minimum population threshold of Metropolitan Statistical Areas from 50,000 to 100,000. Six MSAs in the State of Georgia, including the Brunswick MSA would be adversely impacted by this action.

Since the Federal-Aid Highway Act of 1962, Metropolitan Planning Organizations (MPOs) were inextricably linked to urban areas with a population over 50,000. MPOs receive funding for transportation improvements through federal programs, state appropriations, and local dollars. Without the structure set in place by the U.S. Department of Transportation, local elected officials would not have the responsibility for the governance of transportation-related projects in their jurisdiction.

The effects for raising the minimum population threshold for MSAs would be devastating for smaller metropolitan areas like ours. The Brunswick Georgia MSA would lose federal funding typically received through the MPO planning process. Additionally, we would be forced to rely on non-local officials to determine where funding is spent for transportation initiatives. Local voices would not be prioritized, and funding could be inappropriately spent.

I respectfully request that you leave the minimum population thresholds for metropolitan statistical areas at the current level of 50,000 people.

Sincerely,

Joseph B. Wilkinson, Jr., Chairman
Jekyll Island Authority Board of Directors



February 8, 2021

MEMORANDUM

TO: BOARD OF DIRECTORS
FROM: MELISSA CRUTHIRDS, GENERAL COUNSEL
RE: SECOND READING AND CONSIDERATION OF ADOPTION, O-2021-1
CHAPTER 12, ARTICLE II – FALSE ALARMS

SUMMARY

On September 15, 2020, this Board of Directors adopted a False Alarm Ordinance to impose requirements and penalties on those persons responsible for false fire, burglar, car alarms, etc. One provision of the adopted ordinance, Section 12-27(c), states that the owner of the building bears the responsibility of the ordinance. State law, and JIA code, require that ordinance violations be served upon the violator personally. As many owners are not local, staff seeks to amend the ordinance to make clear that a citation for violation of this ordinance may be served upon the owner’s representative.

It remains in JIA’s discretion to issue the citation to the property owner, the property manager, or to another person, for example, a hotel guest who is a habitual violator.

POSTING AND PUBLIC COMMENT

This proposed ordinance was posted on the JIA website for review and comment. Public comments were received until 12 noon on February 1, 2021. One public comment was received, attached.

No changes were made to the ordinance from the first reading to this second reading.

POSSIBLE BOARD ACTIONS

1. Do not adopt the proposed ordinance amendment.
2. Adopt the proposed ordinance amendment.
3. Suggest other alternatives.

RECOMMENDATION

Action Number Two is recommended if the Board wishes to amend the False Alarm Ordinance as proposed.

JEKYLL ISLAND AUTHORITY BOARD OF DIRECTORS
JEKYLL ISLAND, GEORGIA

Ordinance #O-2021-1

Adoption: February 16, 2021

At the regular meeting of the Jekyll Island-State Authority Board, held at the Convention Center on Jekyll Island, Georgia, there were present:

Joseph B. Wilkinson, Jr., Chairperson, Glynn County
Robert W. Krueger, Vice Chairperson, Pulaski County
William H. Gross, Camden County
Joy Burch-Meeks, Wayne County
Dr. L.C. Evans, Monroe County
Glen Willard, Bryan County
Dale Atkins, Appling County
Mark Williams, Commissioner of Department of Natural Resources

After a first reading held on January 19, 2021; and after allowing time thereafter for public comment and public comments having been received and considered; and after a second reading and motion to adopt, which carried _____, the following Ordinance was adopted:

AN AMENDMENT TO THE FALSE ALARM ORDINANCE, ARTICLE II, CHAPTER 12, SECTION 12-27 OF THE CODE OF ORDINANCES, JEKYLL ISLAND, GEORGIA, TO DELETE SECTION 12-27(C) RELATED TO RESPONSIBILITY; TO AMEND SECTION 12-27(A)(7) RELATED TO DEFINITION OF PERSON; AND FOR OTHER PURPOSES.

SECTION 1. BE IT ORDAINED, by the Jekyll Island Board of Directors, this 16th day of February 2021, that Article II, Chapter 12, Section 12-27(c) of the Code of Ordinances, Jekyll Island-State Park Authority of Georgia, is hereby deleted, and subsections 12-27(d), -(e), -(f), and -(g) are renumbered as subsections 12-27(c), -(d), -(e), and -(f), respectively.

SECTION 2. BE IT ORDAINED, by the Jekyll Island Board of Directors, this 16th day of February 2021, that Article II, Chapter 12, Section 12-27(a)(7) of the Code of Ordinances, Jekyll Island-State Park Authority of Georgia, is hereby amended to be read as follows.

FALSE ALARMS

Sec. 12-27. False Alarms.

(a) The following definitions shall apply in the interpretation and enforcement of this section, unless otherwise specifically stated.

(7) *Person* shall mean any individual, association, partnership, firm or corporation, or any combination of one or more of them, and includes any officer, employee, department, agency or instrumentality of the state. *Person* shall also include any representative or agent of an individual, association, partnership, firm or corporation.

SECTION 3. If any portion of the ordinance is held invalid, the remaining provisions continue in full force and effect.

SECTION 4. This Amendment shall become effective immediately upon adoption.

**BOARD OF DIRECTORS,
JEKYLL ISLAND-STATE PARK AUTHORITY**

JOSEPH B. WILKINSON, JR., CHAIRPERSON

ATTTEST:

William H. Gross, Secretary/Treasurer

1 **EXPLANATION OF CHANGES**

2 **Sec. 12-27. False Alarms.**

3 (a) The following definitions shall apply in the interpretation and enforcement of this
4 section, unless otherwise specifically stated.

5 (1) *Alarm contractor* shall mean any person who installs, maintains, repairs, alters,
6 monitors or services alarm systems for compensation.

7 (2) *Alarm signal* shall mean the audible sound or a transmission of a signal or a
8 message as the result of the activation of an alarm system or an audible alarm.

9 (3) *Alarm system* shall mean any mechanical, electrical, or radio-controlled device
10 which is designed to be used for the detection of smoke, heat, hazardous
11 condition, or of any unauthorized entry into a building, structure or facility, or for
12 alerting others of the commission of an unlawful act within a building, structure or
13 facility, or both, which emits a sound or transmits a signal or message when
14 activated. Alarm systems include audible, silent, fire and panic alarms and
15 proprietor alarms.

16 (4) *Audible alarm* shall mean a device designed for the detection of heat, smoke,
17 hazardous condition, or of unauthorized entry on premises which generates an
18 audible sound when it is activated.

19 (5) *False alarm* shall mean

20 (a) an alarm signal which is responded to by the Georgia Department of Public
21 Safety or fire department of Jekyll Island when there is no evidence of a crime,
22 heat, medical emergency, hazardous condition, or other activity; or

23 (b) an unwanted activation of a signaling system or an alarm initiating device in
24 response to a stimulus or condition that

25 (i) is not the result of a potentially hazardous condition;

26 (ii) is the result of deficient management of operations, or

27 (iii) is the result of the failure to meet the National Fire Protection
28 Association or International Building Code standards, as adopted by the State of
29 Georgia at the time of construction of the premises.

30 Only those false alarms occurring on Jekyll Island are punishable by this chapter.

31 (6) *Hazardous Condition* shall mean a circumstance in which a person is exposed to
32 a condition(s) that poses an immediate threat to the safety of life or damage to
33 property.

34 (7) *Person* shall mean any individual, association, partnership, firm or corporation, or
35 any combination of one or more of them, and includes any officer, employee,
36 department, agency or instrumentality of the state. Person shall also include any
37 representative or agent of an individual, association, partnership, firm or
38 corporation.

39 (8) *Short-term Rental* shall mean, for the purpose of this section, a rental of a
40 residential property of fewer than thirty consecutive days.

41 (b) The following rules shall govern the use of alarm systems on Jekyll Island.

42 (1) No person shall make, cause to be made or suffer to be made any false alarm
43 from any location on Jekyll Island.

44 (2) No person shall allow, sound or permit the sounding of any burglar or fire alarm
45 or any motor vehicle burglar alarm on Jekyll Island, which is audible outside the
46 building or vehicle it is installed in unless such alarm is automatically terminated
47 within 15 minutes of activation.

48 (3) No company or individual shall connect or cause to be connected, by any means
49 whatsoever any alarm system or alarm that transmits directly into the Glynn-
50 Brunswick 911 Center or to any telephone line located at the Jekyll Island Fire
51 Department, Georgia State Patrol substation, or Georgia State Patrol Dispatch
52 Center.

53 (4) No individual or company shall test or cause to be tested any alarm system on
54 Jekyll Island without at least 30 minutes prior notification of the test to the Glynn-
55 Brunswick 911 Center and the Jekyll Island Fire Department. Notwithstanding
56 subsection (d) below, failure to make such prior notifications will be subject to a
57 \$300.00 fine for each occurrence.

58 ~~(c) Responsibility for false alarms under this chapter shall be borne by the owner of the~~
59 ~~leased property.~~

60 (dc) The following penalties will be assessed for each violation within a 12-month period:

61 (1) First and second false alarms: Written warning

62 (2) Third false alarm: \$150.00

63 (3) Fourth false alarm: \$300.00

64 (4) After the fourth false alarm: \$500.00 for each violation.

65 Written warnings for first and second false alarms shall be hand delivered or mailed
66 to the location of the false alarm. Failure to make, deliver, mail or receive any warning
67 shall not affect any subsequent enforcement efforts or the penalty for any subsequent
68 false alarm. The fire marshal or his/her designee shall be given the power to issue
69 warnings related to false alarms at their discretion upon each violation.

70 (ed) *False alarms: Requirements for alarm contractors.*

71 (1) Shall provide each alarm customer with a copy of this section and shall obtain a
72 written acknowledgment of receipt of a copy of this false alarm ordinance signed
73 by the customer.

74 (2) Shall retain on file for the duration of each alarm contract a copy of this section
75 containing the signed acknowledgment of the customer.

76 (fe) Each and every time a violation occurs, it shall be deemed a separate offense. No
77 provision of this chapter shall be construed to impair any common law or statutory

78 cause of action, or legal remedy there from of any person for injury or damage arising
79 from any violation of this section or other law.

80 (g) Any person charged with a violation of this false alarm ordinance may offer proof at
81 any hearing relating to such violation that the false alarm in question was caused by:

82 (1) A lightning strike or other act of God;

83 (2) The act of some third party whom the person could not control, but which shall not
84 include invited guests, licensees, or short-term tenants of hotels, motels, or short-
85 term rental properties; or

86 (3) Failure of an alarm contractor to repair the alarm system which made the false
87 alarm after being employed by the person to make such repair; provided
88 however, the person has again made a good faith attempt to have the alarm
89 system repaired after the false alarm which is the subject of the charge.

90

Ordinance Revision: False Alarm

Name John Tharpe

Address 101 Ocean Way
Jekyll Island, Georgia, 31522

Email Address john.tharpe2@hilton.com

Message

Dear Jekyll Island Authority Board of Directors,

As an associate of one of the many businesses on Jekyll Island, I implore you to reconsider this ordinance as is, or with revision, to remove levying fines against an individual (Person).

While I fully agree that actions must be taken to reduce the number of false alarms being responded to, shouldn't the fines be levied against the Business, and not an individual/representative of said Business?

As you know, MANY precautions have been taken by the Businesses, to reduce the number of false alarms, but accidents still happen. Furthermore, if a guest (Renter) does something that sets off the fire alarms or smoke detectors, is it REALLY considered a "false alarm," if the Fire Department responds, and there is no fire? Something set the alarms off for a reason, although it may not be an actual fire. As the old saying goes, "Where there is smoke, there is fire."

While my plea is to levy the fine against the Business, rather than a Person, if you must levy a fine against an Individual, consider imposing the fine against the Person (Guest) that was responsible for the false alarm. As a Business, we fine guests all the time for damages done to our property. False alarms should be no different. If the fine is levied against the Business, we can then pass that along to the Individual party responsible for their actions.

It is my opinion that this Ordinance, as is and with revisions, seeks to harm relations between the Jekyll Island Authority, the Businesses, and Individuals that support it. Please consider rewriting the Ordinance that encourages proper measures to be taken by Businesses, that will reduce the number of false alarms, instead of seeking to penalize the Business, or Person, for circumstances beyond their control.

Sincerely,

John Tharpe, Director of Sales
Home2 Suites by Hilton Jekyll Island

Ordinance Revision: False Alarm

Name John Tharpe

Address 101 Ocean Way
Jekyll Island, Georgia, 31527

Email Address john.tharpe2@hilton.com

Message

To add to my previous submission on this topic...

You went to vast measures to define "who receives the fines levied for a false alarm," in this Ordinance, but you never defined what constitutes a "false alarm," nor who gets to make that determination.

From: [Melissa Cruthirds](#)
To: john.tharpe2@hilton.com
Subject: Response to False Alarm Revision comments
Date: Thursday, January 21, 2021 1:07:44 PM

Mr. Tharpe,

Thank you for your comments regarding the proposed revision to the False Alarm ordinance. Please allow me the opportunity to respond.

Section 12-27(c) of the original – and current - [ordinance](#) states that the owner of the property shall bear responsibility for violations, which, in your case, would be BA Jekyll Village, LLC. State law requires the violation (ticket) to be hand delivered to the owner, which would mean we would have to hand deliver it to Dipan Patel. As you know, Mr. Patel does not live here, which hinders swift resolution of any issues.

Therefore, by removing the provision in the ordinance that states that the owner shall bear the responsibility, we will have the discretion and authority to issue the ticket to an on-site representative of the hotel, such as a manager, or to the offender directly, such as a hotel guest. It is common across the country for managers to be cited directly as the store owner is most often out of reach.

However, we will and will continue to use the utmost discretion in exercising our authority. At different points, it may be the appropriate decision to cite the manager, the business itself, or the guest. This change allows us to exercise that discretion. In addition, [Section 12-27\(d\) the current ordinance](#), which is not being changed, gives the fire marshal discretion to issue warnings for each violation.

As to your additional comment that we “never defined what constitutes a ‘false alarm,’” please see [Section 12-27\(a\)\(5\)](#).

As you know, every false alarm takes away resources to help true emergencies. That is also why false alarm ordinances are quite common across the country.

I anticipate this helps clarify our position and ease your concerns. Your comments will be provided to the Board prior to their consideration of adopting the revisions.

We certainly value our relationship with our hoteliers and our island visitors, and although we are not trying to be punitive, we want to make certain that all lives and businesses who have true emergencies are protected.

Sincerely,

Melissa R. Cruthirds, *General Counsel*
The Jekyll Island Authority
Office: 912-635-4407 | **Fax:** 912-635-4004



February 9, 2021

MEMORANDUM

TO: BOARD OF DIRECTORS
FROM: JONES HOOKS, EXECUTIVE DIRECTOR
MELISSA CRUTHIRDS, GENERAL COUNSEL
RE: MANAGEMENT SERVICES AGREEMENT
SUMMER WAVES WATER PARK

BACKGROUND

The Authority has contracted with Steve Sharpe’s company, as an independent contractor, to manage the Summer Waves Water Park since 2007. This is a renewal and revision of the previous management contract.

REVISIONS TO CONTRACT

- Previously, the Management Agreement was with Coastal Waterpark Solutions; this Agreement is with SCS Resort Management, LLC. It is still Mr. Sharpe’s company, and Mr. Sharpe will continue, at this time, to be the Manager.
- The term is extended from one year to three years.
- The Management Fees and the Rental Fees are increased.
- The Incentive Structure is clarified.
- The Scope of Work is delineated.

TERMS

MANAGEMENT COMPANY: SCS Resort Management, LLC (“SCS”)

TERM: January 1, 2021 to December 31, 2024.

May be extended upon mutual terms



FEES PAID TO SCS:

- Management Fees paid to SCS: \$7,277.00 per month
- Incentive Award: Up to \$10,000.00, determined as follows: 35% of the incentive award will be based on annual performance review criteria; 65% of the incentive award will be awarded if the positive variance for the term of May through September of any year of this Agreement between (i) actual gross revenues in excess of operating expenses and (ii) budgeted gross revenues in excess of operating expenses exceeds 5%.
- No reimbursable expenses

SCS RENTAL FEES PAID TO JIA: \$2,635.60 per year

- 270 sq. ft. office space
- Utility costs
- Office supplies
- Equipment rental

SCOPE OF WORK:

- SCS, under limited supervision and using broad objectives and guidelines, will manage and direct the daily operations of Summer Waves, a water park owned by JIA.
- SCS will supervise all employees and independent contractors employed by JIA to work for Summer Waves. JIA will employ and/or enter into contracts with all persons who work on its behalf.
- SCS will advise and notify JIA of all equipment and supplies necessary to operate the business.
- SCS will develop procedures, programs and rates for Summer Waves, subject to final approval of JIA, and will ensure that the facility is open to the public as scheduled.
- SCS will make recommendations to the Division Director in areas that include recruiting, hiring, training and supervising all staff, and as necessary terminating staff employment; preparing the Summer Waves budget for the Food Services and Recreation Department; and coordinating Summer



Waves activities with other JIA departments to ensure proper and safe attraction conditions at Summer Waves.

- SCS must display exceptional customer service and customer relation skills.
- SCS will perform other such services as agreed upon by the Parties from time to time.

POSSIBLE BOARD ACTIONS

1. Vote to approve the Management Services Agreement with SCS RESORT MANAGEMENT, LLC.
2. Do not approve the Management Services Agreement.
3. Suggest other alternatives.

RECOMMENDATION

Action Number One is recommended if the Board wishes to continue operating the Summer Waves Water Park under the current manager.



February 10, 2021

MEMORANDUM

TO: BOARD OF DIRECTORS
FROM: JONES HOOKS, EXECUTIVE DIRECTOR
MELISSA CRUTHIRDS, GENERAL COUNSEL
RE: LEASE AGREEMENT – TRIBUZIO'S GRILLE, LLC

BACKGROUND

The Authority operates a restaurant at the Jekyll Island Golf Course, currently called McCormick's Grill. Over the years, the Board has desired that operations not within the Authority's expertise be outsourced, especially food and beverage. This position has proven beneficial to the Authority in the cases of garbage collection, gasoline sales, and food/beverage operations. The Authority now has an opportunity to enter into a lease with the owners of Sunrise Grille, Rob and Brittney Tribuzio, for the lease and operation of a restaurant at the McCormick's Grill location.

LEASE SUMMARY

TRADE NAME: Tribuzio's Grille
LEASEHOLDER: Tribuzio's Grille, LLC
ADDRESS: 322 Captain Wyllly Road
Term of Lease: March 1, 2021 to February 28, 2026
• Ability to terminate lease after three years due to Golf Master Plan progress
Property Size: Approximately 4,650 square feet
Base Monthly Rent: \$5,700.00
Rent formula: \$15.00/square foot



CPI adjustment: Every year

Specified Use of Premises: Premises is leased for the operation of a restaurant

Insurance Coverage:

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

Security Deposit: Irrevocable Letter of Credit at twice the base monthly rental

Other Items of Note:

- Must provide cart service to golfers. Must provide own golf cart.
- Non-Exclusive use of storage under building to store golf cart
- Exclusive use of two restaurant parking spots on SW side of building
- Ability to replace signs on awning and monument sign at their cost. Design must be approved by JIA.
- Utilities to be paid by Lessee, except for water/sewer, which JIA will pay 20% due to shared water/sewer utility.
- JIA shall maintain the following items, unless damage is caused by Lessee. All other items, Lessee shall maintain, repair, and replace.
 - A) The roof, defined as the trusses, and underlayments;
 - B) The foundation, exclusive of any flooring;
 - C) The Wall System, defined as the framing and exterior weatherproofing, but not including the sheetrock, exterior wall paint/covering, window or door frames, and glass repair;
 - D) The Electrical System from the meter base, but not including the electrical panel; and
 - E) HVAC system.



- Lessee is purchasing or renting all equipment, furnishing, and supplies from JIA.
- 25% employee discount, except for alcoholic beverages.
- Lessee shall interview current McCormick's employees.
- If Lessee wants to set up a tent to service golf or tennis customers, the fee paid to JIA is \$100 for the day.
- Lessee may rent the upstairs for half of the then-current rate.
- JIA may still utilize the restaurant for emergency operations. JIA will pay for Lessee's labor and food and beverage at cost.

POSSIBLE BOARD ACTIONS

1. Vote to approve the Lease Agreement with TRIBUZIO'S GRILLE, LLC.
2. Do not approve the Lease Agreement.
3. Suggest other alternatives.

RECOMMENDATION

Action Number One is recommended if the Board wishes to turn over restaurant operations to a private entity.

The Jekyll Island State Park Authority (JIA) and Committees met in Public Session on Tuesday, January 19, 2021 via phone and YouTube, broadcasted to the public.

Members Present: Mr. Joseph B. Wilkinson, Jr., Chairman
Mr. Bob Krueger, Vice Chairman
Mr. Bill Gross, Secretary/Treasurer
Commissioner Mark Williams
Dr. Buster Evans
Mr. Trip Tollison
Ms. Joy Burch-Meeks
Mr. Glen Willard
Mr. Dale Atkins

Key Staff Present: Ben Carswell, Director of Conservation
Ray Emerson, Park Ranger
Noel Jensen, Chief Operations Officer
Kate Harris, Director of Strategic Partnerships
Aaron Saunders, Director of Golf Operations
Melissa Cruthirds, General Counsel
Stewart Atkins, Director of Tennis
Jones Hooks, Executive Director
Michelle Webb, Executive Assistant

Various members of the public, JIA staff, and press listened online.

Vice Chair Krueger called the committee sessions to order at approximately 9:32 a.m. and introduced those participating via teleconference. The roll was called, and all members were present except Mr. Dale Atkins who was absent until approximately 9:57 a.m.

There were no written public comments submitted online.

I. Historic Preservation/Conservation Committee

A. Ben Carswell, Director of Conservation introduced the final presentation and consideration of the Conservation Plan. He thanked the stakeholders, Ms. Claire Davis, and the whole Marketing Team for their work and contributions. The final draft was presented was offered for consideration by the Board.

Commissioner Williams made a recommendation to revise the plan. The term Special Protection Areas (SPA) used in the proposed Conservation Plan is the same acronym as the State of Georgia's Shoreline Protection Act (SPA). Especially because the areas overlap, there was a potential for confusion. Therefore, he proposed to change Special Protection Areas (SPA) used in the proposed Conservation Plan to Conservation Priority Areas (CPA) to avoid confusion. Commissioner Williams then moved to adopt the 2020 Jekyll Island Conservation Plan, contingent upon the renaming of the Special Protection Areas to Conservation Priority Areas. The motion, including the revision was seconded by Mr. Tollison. The motion was unanimously approved with no objections.

B. Mr. Carswell then spoke to the Jekyll Island Authority Ranger Program. He and Mr. Ray Emerson, Lead Park Ranger, discussed park ranger patrols, the success of gatorology events, popular ranger walks, JIA Conservation and the Golden Ray debris patrols, reporting tools, and ranger staff. Following the presentation, Dr. Evans commented he

noticed less trash on the beach than in years previous. He speculated this might be due to the Golden Ray clean-up efforts. Ranger Emerson responded the Island Treasures Fan Club social media page had encouraged island treasure seekers to pick up trash during their walks. Additionally, Tortuga Jacks offered to dispose of the seekers' trash and a free appetizer, which had become popular.

It was mentioned at this point that there were no public comments received online.

II. Finance Committee

A. Mr. Bill Gross, Finance Committee Chair summarized the November and December financials as included in the meeting materials. Due to the on-going COVID-19 pandemic, the Convention Center continued to show financial losses. However, holiday light tours, traffic numbers, and the campground's revenues were all greater than budgeted. Mr. Hooks commented that hotel rates were down from the year previous. However, it was important to note that due to increased leisure travel on the island Jekyll Island, hotels were in much better financial positions than some of the hotels along the I95 corridor.

B. Mr. Noel Jensen, Chief Operations Officer provided information about the Firewise Grant Funds Request. The Jekyll Island Authority was predicted to receive \$5,000 again this year from this fund. If this grant was awarded, staff recommended acceptance of the award and authorization of an additional \$6,800 from the Fire Department Reserve Fund to purchase an Enforcer 30 Firefighting SKID to be used off-road for fires. The motion to approve the request was made by Mr. Tollison and seconded by Mr. Willard. The motion was unanimously approved with no objections.

C. Mr. Hooks then explained the request for a fee deferral from ASM Global for the Jekyll Island Convention Center. He reminded the Board that the previous deferment agreement with ASM was scheduled to end this month. However, even with furloughs and cost saving measures in place, the Convention Center continued to struggle without group business during the pandemic. Hooks proposed an additional six-month deferment with ASM Global. ASM's Chief Financial Officer was receptive to an additional deferment if, like the last deferment, the contract is extended another year (until June 30, 2024). The current deferment would include the fixed management fees and incentive fees for the six-month period. The motion to approve the deferment request was made by Dr. Evans and seconded by Mr. Willard. The motion was unanimously approved.

There was no public comment.

IV. Marketing Committee

A. Kate Harris, Director of Strategic Partnerships presented the Marketing Committee report. In her PowerPoint she highlighted group business record-setting results with vaccine news, new business looking for balanced portfolio of the types of groups including bus groups, and an outreach email program for both new and existing business.

There was no public comment.

V. Legislative Committee

A. Mr. Tollison reported that Mr. Hooks, Chairman Wilkinson, Mr. Atkins, and himself were able to meet with the Governor on December 3rd to discuss the two proposed capital improvement projects for Jekyll Island (the Campground Expansion and the Public Safety Complex).

The Governor's Office agreed to support slightly less than a million dollars for campground restrooms and bathhouses. Mr. Hooks stated the bathroom facilities would be key to the proposed campground expansion. After value engineering, he planned to bring a financing plan for the expansion to the Board for consideration.

As for the proposed Public Safety Complex, Mr. Hooks was planning to bring design work to the Board before pursuing state funding any further. In February Hooks planned to return to the Board with a Request for Proposal for the final building design.

There was no public comment.

VI. Committee of the Whole

A. Mr. Hooks then presented the Golf Master Plan Next Steps - an overview of maintenance issues. Before introducing Mr. Aaron Saunders, the Director of Golf Operations, Hooks discussed the possibility of Golf Master Plan Work Sessions with Board members. Work sessions would allow in depth discussions of Golf Master Plan issues. He suggested after the March and April meeting, depending on the pandemic.

Mr. Saunders then presented an overview of maintenance issues at the Jekyll Island Golf Course. These included: irrigation control systems, irrigation coverage of #9 Oleander, POGO turf pro, encroachment and shade, current turfgrass management, and the new turf cultivars available.

B. Ms. Melissa Cruthirds introduced O-2020-1, the first reading of an amendment to the False Alarm Ordinance. The amendment proposed to alter line 93-95 to allow a citation to be issued to an agent of the business or property. Additionally, lines 114 - 115 of the current ordinance was proposed to be altered for the same purpose. The red line version of the ordinance would be available on the website for public comment after the meeting. It is anticipated that the new ordinance will be presented for Board consideration next month.

C. Ms. Dion Davis of the Jekyll Island Foundation then provided a Foundation update to the Board. In her presentation she reviewed increased memberships, new tribute gifts, the 2020 appeal for donations, a new corporate sponsorship program, and JIF events over the past year.

D. Mr. Jensen and Mr. Stewart Atkins, the Director of Tennis then discussed the Jekyll Island Tennis Center. Mr. Jensen noted the increased activity and prosperity since Mr. Atkin's tenure. Mr. Atkins then outlined the Jekyll Island Tennis Club awards, his professional leadership and memberships, Jekyll Island Tennis Club information and statistics, Tennis Club tournaments, and USTA League Championships at the Tennis Center.

During questions, Mr. Tollison asked if there have been any questions about pickleball facilities. Mr. Atkins responded that he had six or seven inquiries into pickleball, but due to the abundance of facilities in Glynn County, there had not been much interest. Mr. Hooks stated that all JIA courts are clay courts. Additionally, his conversations with hoteliers about pickleball in other areas confirmed his observations that tennis and pickleball usually do not mix well at the same facility.

Mr. Hooks then reflected that years ago former Board member Bill Jones stated that JIA Tennis either needed to be eliminated or enhanced. He stated Mr. Atkins was the enhancement that had made a big difference. Mr. Hooks thanked Mr. Stewart for all his great work.

E. Mr. Hooks then presented the Executive Director's Report. First, he announced that Mr. Tollison had been recognized as one of the 100 Most Influential Georgians in the January issue of *Georgia Trend*.

Next, Mr. Hooks was pleased to announce that with the help of a private contributor the JIA would move forward with the finalization of the Chichota Ruins project in the historic district and the improvement to the pond next to the golf course on Captain Wiley Road. The Chichota Ruins was listed in the 2014 Master Plan, and it was exciting to finally move it toward completion.

In the Board members blue folders was also a letter to the Glynn County Board of Commissioners regarding Special Purpose Local Options Sales Tax (SPLOST) projects. This was an update of the previous letter reviewed by the Board revised to reflect a proposed three year the possibility of another SPLOST. JIA would request \$2.5 million dollars. In December, Chairman Wilkinson and staff had lunch with several of the county commissioners, including new members-elect. Those in attendance intended that the Jekyll projects be included in any 2021 SPLOST proposal to voters. JIA's \$2.5 billion for improvements would focus on bike paths and the Clam Creek fishing pier.

Also in blue folders was an article from *Medium* featuring Mr. Ben Carswell entitled Five Things We Must Do to Inspire the Next Generation. This article focused around issues of sustainability and the environment.

Next Mr. Hooks discussed a study being done by Leon N. Weiner and Associates (LNWA), LLC as a requirement of the lease agreement for the 6.892 acres of the parcel immediately north of the Courtyard construction. This was the last parcel of the original revitalization program. The group RCLCO real estate advisors had been retained and have met with the JIA and LNWA for the kickoff of this analysis. The Board will be kept informed of the progress of this study. Furthermore, it is required that RCLCO make a presentation to the Board of their findings.

Finally, the 2016 SPLOST projects were nearing completion. Mr. Hooks thanked Mr. Jensen for all of his work making certain SPLOST projects stayed on schedule and budget. Mr. Hooks identified these projects as parking improvements at the historic boat house area, Driftwood Beach, St. Andrews Beach, and a new parking area by the airport for sunset viewing. These projects were designed to be in alignment with the Capacity Study to create small nodes of activity to spread people around the island. Mr. Hooks anticipated these projects would be complete by March 1st of 2021. This concluded the Executive Director's Report.

F. Mr. Krueger stated in the Chairman's Comments he was glad to see the Authority moving forward during the pandemic. Mr. Wilkinson agreed, and was very appreciative of the work of staff. He had received many positive comments about the Holly Jolly season.

There were no public comments.

The Board moved directly into the Board Meeting Agenda.

The Jekyll Island State Park Authority (JIA) Board Meeting
January 19, 2021

The roll was called, and all members were present.

1. Mr. Gross moved to accept the minutes of the December 8, 2020 Board meeting as presented. The motion was seconded by Mr. Tollison. There was no discussion, and the minutes were approved unanimously with no objections.

2. Approval of the revised Jekyll Island Conservation Plan, a recommendation from the Historic Preservation/Conservation Committee, was adopted unanimously without objection.

3. Approval of the Firewise Grant funds request, a recommendation from the Finance Committee, was adopted unanimously with no objection.

4. Approval of the ASM fee deferral request for the Jekyll Island Convention Center, as recommended by from the Finance Committee, was adopted unanimously.

The motion to adjourn was made by Mr. Willard and was seconded by Mr. Gross. There was no objection to the motion and the meeting adjourned at 11:19 a.m.

MEMORANDUM

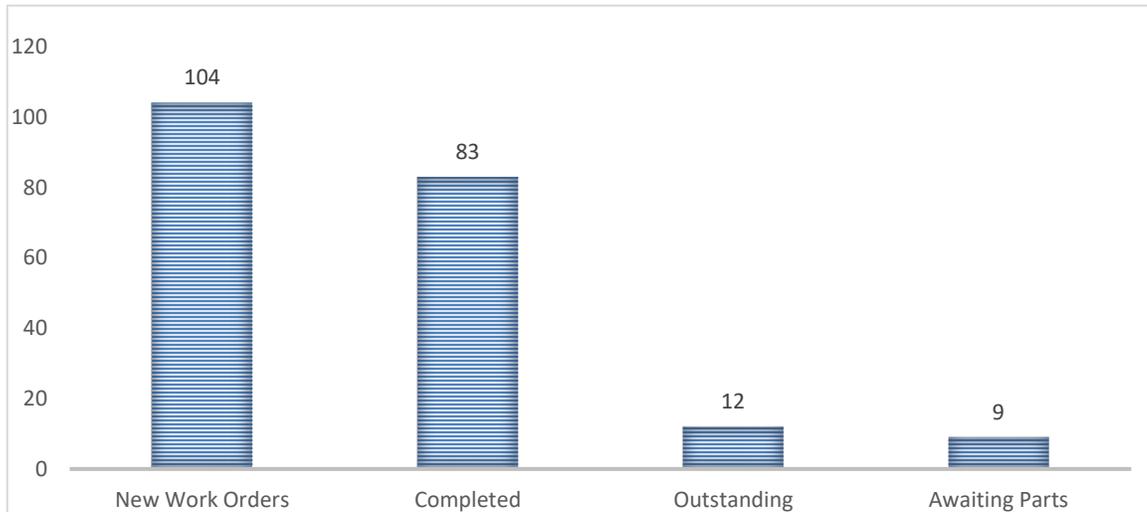
TO: COMMITTEE OF THE WHOLE
FROM: NOEL JENSEN, CHIEF OPERATIONS OFFICER
SUBJECT: OPERATIONS MONTHLY REPORT – JANUARY 2021
DATE: 2/09//2021

PUBLIC SERVICES

January Highlights:

- Jekyll Island Airport (09J) self-serve aviation fuel (100LL) sold 1,818.97 gallons of 100LL aviation fuel totaling \$8,040.20 in sales for the month of January.
- Beach crossover construction continues with the completion of Austin Lane and the current construction of Stewart Lane. Updates and photos can be found on the Projects page of the Jekyll Island website:
<https://www.jekyllisland.com/jekyll-island-authority/beach-crossover-construction/>
- Public parking lot construction, funded by SPLOST 2016, has begun at the 3-way stop of Stable Road and Riverview Drive, Driftwood Beach, Airport Auxiliary and St. Andrews Beach. Information can be found on the Projects page of the Jekyll Island website:
<https://www.jekyllisland.com/jekyll-island-authority/public-parking/>
- Construction is currently underway to rejuvenate and remark runway 18-36, displace runway 18 threshold and construct runway lighting rehabilitation at the Jekyll Island Airport with LED lights.
- Installation of a new waterslide attraction has begun at Summer Waves.
- Roads & Grounds and Facilities continued to maintain the Holly Jolly Jekyll Lights for an additional 14 days. They began the process of breaking down the holiday lights the following day.

Operations Department Work Orders

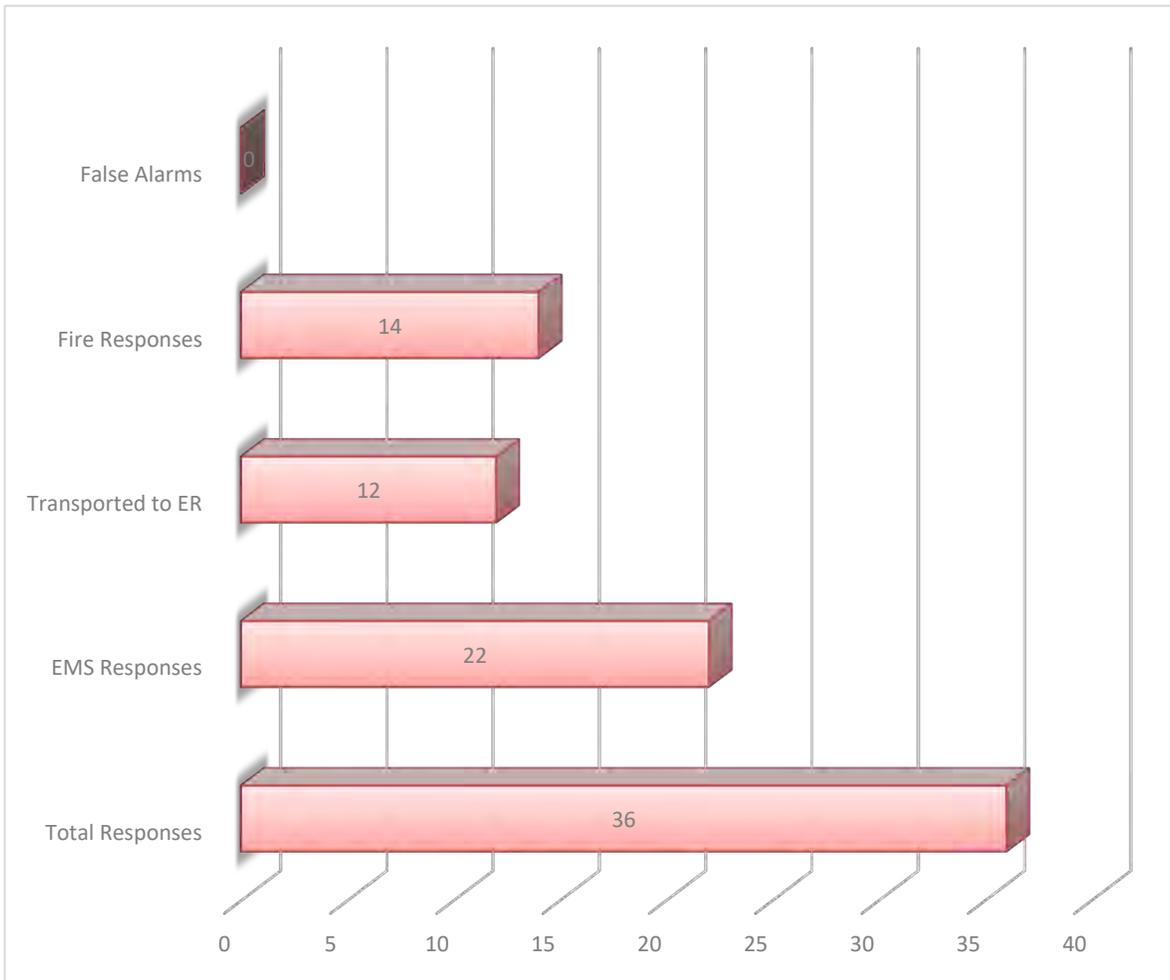


PUBLIC SAFETY – Fire & EMS

January Highlights:

- Fire Marshall performed 18 fire commercial inspections.
- Three building permits was issued, and there were two complaints needing investigation by Code Enforcement.
- Participated in 12-acre control burn with the JIA Conservation Department and Georgia Forestry.
- One AutoPulse deployment.

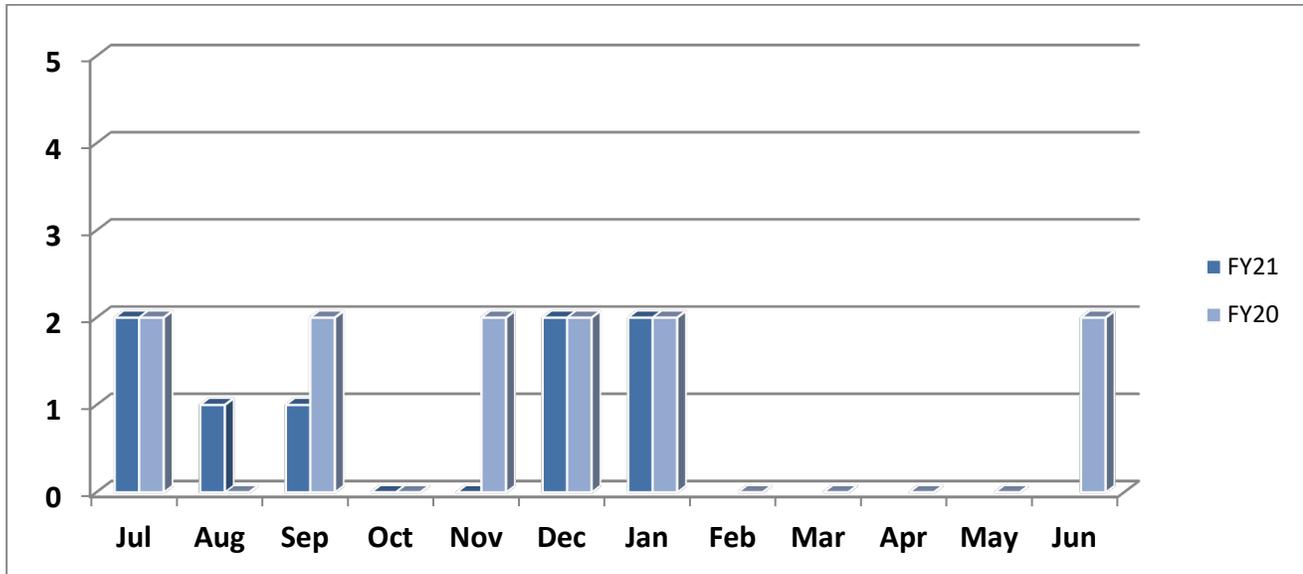
Jekyll Island Fire & EMS Responses



MEMORANDUM

TO: HUMAN RESOURCES COMMITTEE
FROM: JENNA JOHNSON, HR DIRECTOR
SUBJECT: HUMAN RESOURCES COMMITTEE REPORT
DATE: 2/8/2021

JIA Workers Compensation Claims: (Target goal for FY21 = 9).



	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Total
FY21	2	1	1	0	0	2	2						8
FY20	2	0	2	0	2	2	2	0	0	0	0	2	12

JIA Employee Census: 293

Month	Full time	Part Time	Seasonal	Interns	Total Employees
Jan	161	116	1	15	293

- **Retirements:**
 - None.

Recognition:

○ **Meet our February Featured Employee: Alan Thurston**



A native of Jesup, Georgia, Alan Thurston began his career with the Jekyll Island Authority in 1988 and is now the Superintendent of Water/Wastewater. Alan has the responsibility of overseeing the water and wastewater systems to ensure they remain in compliance with Environmental Protection Division and the Environmental Protection Agency (EPD/EPA) rules and regulations.

Alan's favorite part of working at Jekyll Island is the laid-back atmosphere of Jekyll Island. When Alan was asked if you could improve one thing about Jekyll Island, he said "I have seen a lot of improvements during my time with JIA, and I think we still need more things for small children to do while on vacation."

When Alan is not keeping Jekyll Island in compliance with the EPD and EPA he is enjoying deer hunting, fishing, and camping. We appreciate Alan's long and continued service to the JIA.

MEMORANDUM

TO: HISTORIC PRESERVATION/CONSERVATION COMMITTEE
FROM: BEN CARSWELL, DIRECTOR OF CONSERVATION
SUBJECT: CONSERVATION UPDATE
DATE: 2/8/2021

Research and Monitoring

- Jekyll is once again host to nesting bald eagles. The familiar pair that has been successfully nesting on Jekyll annually since at least 2012 is now rearing two chicks. These are the adult eagles that are often seen on the causeway. And, for the first time, at least one hatchling is being reared by the pair of eagles that has been trying for the past few years to nest on the north end of the island, unsuccessfully-so in previous seasons. These eagles, likely a pair of relatively young adult birds, are often seen around Driftwood Beach and Clam Creek.

Management and Planning

- Led by the Conservation Department, a successful prescribed fire was conducted in a 15-acre stand of pine-dominated forest off of North Beachview Drive across from The Cottages. This effort required close collaboration and support from JIA Public Safety and Georgia Forestry and marks the first time in at least 70-years that Jekyll's large expanse of forest on the north end of the island has been managed with fire. Successful completion of this "pilot burn" was considered an essential step to advancing a comprehensive fire management program on Jekyll to reduce the risk of catastrophic wildfire and its potential impacts on people, property, and natural resources (Figure 1).
- The first phase of restoration of Fortson Pond is on track to get underway in March and April. A new, larger, culvert will be installed under Crane Trail, which crosses through the interior of the island between the island's gas station and the historic district. Also, the tidal canal leading to Fortson Pond, at the point that it is crossed by the small bridge on Crane Trail, will be deepened to remove some obstructing debris that currently limits the amplitude of tidal fluctuation. This effort is supported by NOAA and GADNR through the Coastal Incentive Grant Program.
- Unfortunately, the Conservation Department continues to be stymied in its attempts to secure funding through the Conserve Georgia grant program, which is funded under the Georgia Outdoor Stewardship Act. For the category that JIA competes in, State Stewardship, three projects were funded in this cycle, the second year of the program. State Stewardship projects will be funded at at Wormsloe State Historic Site, Amicalola Falls State Park, and Vogel State Park.

Personnel

- Conservation Americorps members Kirsten Steininger and Blain Hiner are transitioning out of their 6-month service terms with us at the end of this month. We thank them for

their service and are pleased that they will both be moving on to favorable career and educational prospects.

Outreach and Leadership

- With the donated support of a Georgia Power line crew, the Osprey nesting platform, off-of the road to the public boat ramp near Tidelands Nature Center, will be rehabilitated this week. This nesting platform has been used annually and is a favorite of local photographers, birders, and educators. JIA would be unable to safely repair the collapsing nesting platform without GA Power’s help, due to the close proximity of power lines.

Figure 1. JIA Conservation Land Manager, Yank Moore, and Wildlife Biologist, Joseph Colbert, conducting prescribed fire in the “pilot burn” site off-of N. Beachview Drive

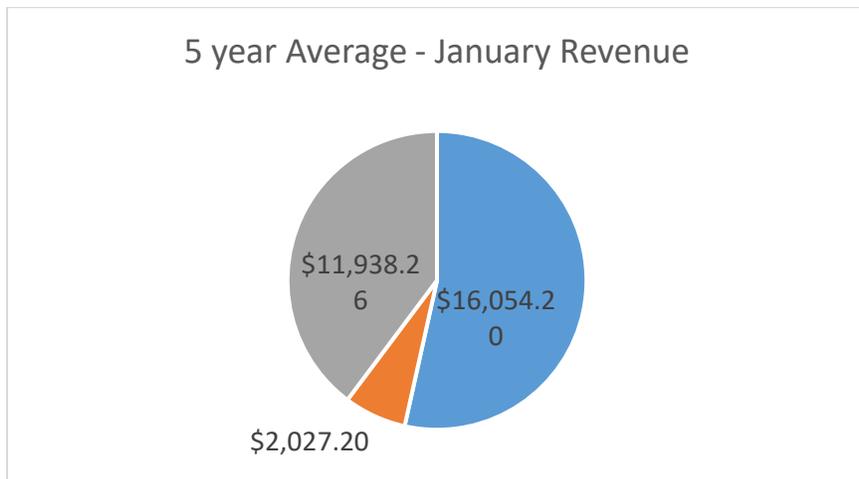
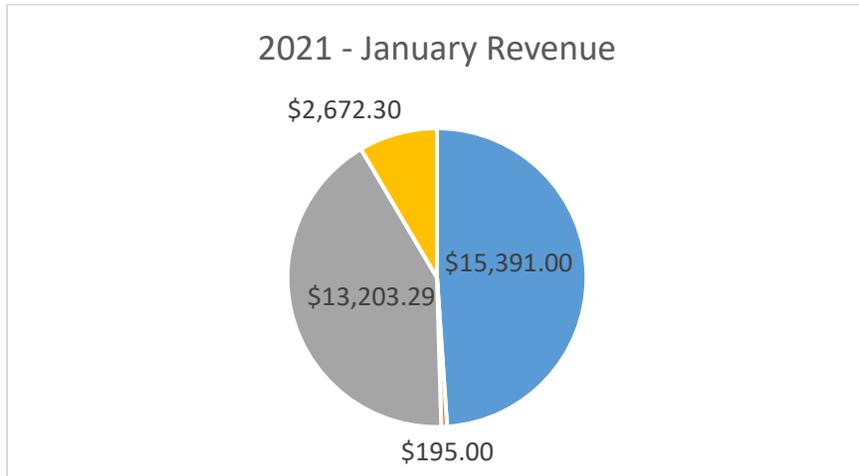


MEMORANDUM

TO: COMMITTEE OF THE WHOLE
FROM: MICHAEL SCOTT, HISTORIC RESOURCES
SUBJECT: HISTORIC RESOURCES MONTHLY UPDATE
DATE: FEBRUARY 8, 2021

Mosaic 2021		<u>Visitors</u>	<u>Revenues</u>
January:	Public Tours:	979	\$15,391.00
	Admissions:	248	\$2,672.30
	Groups	22	\$195.00
	Museum Store		\$13,203.29
	Totals	1249	\$31,461.59

Earned revenues continue to fall short of projection due most likely to unseasonable weather and continuing depressed demand because of the pandemic. Diversifying the tour offerings will hopefully increase opportunities for visitors to interact with historic district resources and revenues. Spring group tours new bookings are few and old bookings continue to cancel.



Mosaic Museum / Historic District

- **“In the Service of Others” Tour** – Developed by historic interpreter Will Story to compliment the exhibit of the same title. Running once a day Saturday and Sunday during the month of February
- **Cottage Tours** - offering guests the opportunity to visit any of our cottages each day started January 25th
- **NHLD Tours** – 9am tour added to daily schedule
- **Museum Educator** – Our new educator, Allison Dupuis, began January 11th
- **Property Rentals** for January remained low, with just 2 rentals that month for \$2000 total

Curatorial/Research

- **Historic District Christmas Decorations** – Museum staff organized the takedown and storage of interior and exterior Christmas decorations throughout the historic district.
- **Tiffany Window** – Worked with stained glass art conservators from Restoric, LLC to conduct a condition assessment and appraisal of Faith Chapel's Tiffany window as it approaches its 100th anniversary. Worked with the specialists and the marketing department to record a video presentation documenting the project and the story of the window for educational purposes as part of the window's centennial anniversary.
- **Faith Chapel** – Conducted a deep clean of Faith Chapel, while the building was closed for several days as part of the Tiffany Window project.
- **In Service of Others Exhibit** –Developed and installed a new rotating exhibit at the Mosaic, entitled In Service of Others. The exhibit honors the African American employees of the Jekyll Island Club and their contributions to building and preserving the island's history.
- **Hollybourne Exhibit Planning** – Gathered resources in preparation for an exhibit workshop, including photo and artifact inventories, building blueprints, primary resources, and existing interpretive materials.
- **Archaeology** – Conducted archaeological monitoring of a swimming pool excavation at 15 Captain Wyllie.
- **Collections** – Renewed a loan agreement for a colonial artifact currently on exhibit in the Mosaic Gallery. Removed objects on display from the women's suffrage exhibit and the transcontinental telephone exhibit and updated catalog records. Conducted a condition assessment and developed and implemented a conservation plan for the carriage going on exhibit. Accessioned and catalogued a number of other artifacts also planned for display at the Mosaic. Continuing work on the final stages of accession cleanup in accordance with the Georgia Museum Property Act.

Historic District/Preservation

- **Hollybourne** - coordinating volunteers continued work on the multiple ongoing projects
- **In the Service of Others** - Carriage clean up, prep, and installation for the exhibit
- **Tiffany window** – assisted Restoric, LLC. with site visit investigation future work to the tiffany window and Faith Chapel
- **Cypress Pavers** - Continued work in assessing and culling the ones removed from the hotel, researching replacement options
- **Chichota** - Worked with paving contractor to develop plan for thick-set tile bed installation
- Lead multiple tours of Villa Marianna for Ussery-Rule Architects
- Multiple gate issues that continue to need addressing

Rehabilitation

	Sea Turtle	Other Patients
New Patients	7	10
Current Patients	29	53
Released Patients	9	1
Transferred Patients	0	0
Total Since 2007	935	1,939

Research & Patrol

- The GSTC Research team radio-tracked 15 Box Turtles bi-weekly on the golf courses and near residential homes. No freshwater turtles were captured.
- We continued a manuscript collaboration with the JIA Conservation Department to evaluate headstarting (rearing hatchlings in captivity until they are large enough to avoid most predators) as box turtle conservation tool.
- We organized a long-term box turtle radio telemetry dataset that will be used to assess box turtle movement and survival rates on the island. The resulting publication will provide insights into how road mortality will affect the island's box turtle population.
- Efforts to mitigate impacts of marine debris on Jekyll Island continue with data collected by members of the community and GSTC Research. During the past month, 2,493 pieces of marine debris were collected from Jekyll Island beaches and logged with location coordinates into the Marine Debris Tracker application, of which 630 pieces were collected by the GSTC Research team.

AmeriCorps Program, Volunteer Program, and Marine Debris Initiative

Service Hours			
	Monthly Total	YTD Date Total <i>(see YTD period definitions)</i>	Cumulative Total
AmeriCorps Service Hours**	2,422.5	12,485.5	404,482.17
Volunteer Hours**	137	382.5	75,007.01
Marine Debris Hours*	124	441.25	10,258.58
MDI & Volunteer Program			
MDI Clean Ups	0	4	72
MDI Items Collected	2,493		368,566
New Volunteers Oriented	0	0	242
Volunteer Shadow Shifts	0	0	242
Volunteer Advancements	0	0	265

***YTD Based off fiscal year (July 1, 2020-June 30, 2021) / **YTD Based off of AmeriCorps Program Year (September 1, 2020-August 31, 2021)**

MEMORANDUM

TO: COMMITTEE OF THE WHOLE
FROM: DION DAVIS, E.D.
SUBJECT: JEKYLL ISLAND FOUNDATION UPDATE
DATE: 2/8/21

Finance (FC)/Executive Committee (EC) Meeting: The Friday, January 15, 2021 Finance/Executive Committee (FC/EC) Zoom meeting was cancelled due to scheduling conflicts and sent digitally for proxy review/voting. Agenda items included: approval of November 19, 2020 Board Meeting Minutes, December 3, 2020 FC/EC Meeting Minutes, November and December 2020 Financial Statements and Disbursements, and review of the following reports: YTD Sustainable Funding Revenue, 2020 Year-end Campaign, 2020 Fall Events, JIF Board Giving, and JIA Board Presentation.

Board of Director's Meeting: The scheduled quarterly board meeting was held Thursday, January 28, 2021 via Zoom. Agenda items included: Captain Wylly Pond Project Expenditure Request, 2020 Year-end Campaign Report, and Corporate Sponsor Program Launch. Discussion points included: Corporate Sponsor Prospects and Revenue Streams/Strategic Planning Updates.