

COUNTY COUNCIL OF BEAUFORT COUNTY
ADMINISTRATION BUILDING
BEAUFORT COUNTY GOVERNMENT ROBERT SMALLS COMPLEX

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COUNTY ATTORNEY

SUZANNE M. RAINEY
CLERK TO COUNCIL

AGENDA
FINANCE COMMITTEE

Monday, June 27, 2016

2:00 p.m.

Executive Conference Room, Administration Building
Beaufort County Government Robert Smalls Complex
100 Ribaut Road, Beaufort

Committee Members:

Jerry Stewart, Chairman
Steve Fobes, Vice Chairman
Cynthia Bensch
Rick Caporale
Brian Flewelling
William McBride
Stu Rodman

Staff Support:

Suzanne Gregory, Employee Services Director
Alicia Holland, CPA, Assistant County Administrator, Finance
Chanel Lewis, CGFO, Controller

1. CALL TO ORDER – 2:00 P.M.
2. CONSIDERATION OF CONTRACT AWARD
 - A. Ten New Life-Pak 15 Cardiac Monitor/Defibrillators and Accessories for Beaufort County's Emergency Medical Service (EMS) ([backup](#))
3. RESOLUTION ADOPTING ENHANCED LEVELS OF SERVICES FOR DAUFUSKIE ISLAND FERRY ([backup](#))
4. ADJOURNMENT

2016 Strategic Plan Committee Assignment

Health Insurance Cost Containment / Affordable Care Act
Retiree Healthcare Policy
Comprehensive Impact Fee Review / Reassessment
Comprehensive Financial Plan: Revenues and Expenditures
Salary and Compensation Study and Implementation Funding

Business License: Direction on Funding Source for Economic Development





COUNTY COUNCIL OF BEAUFORT COUNTY
PURCHASING DEPARTMENT
106 Industrial Village Road, Bldg 2
Post Office Drawer 1228
Beaufort, South Carolina 29901-1228

TO: Councilman Jerry W. Stewart, Chairman, Finance Committee
FROM: Dave Thomas, CPPO, Purchasing Director *set*
SUBJ: Contract Award to Physio-Control, Inc., a Sole Source Vendor for Ten (10) New Life-Pak 15 Cardiac Monitor/Defibrillators and Accessories for Beaufort County's Emergency Medical Service (EMS)
DATE: June 27, 2016

BACKGROUND: The Purchasing Department received a request from the EMS Director to purchase ten (10) new Life-Pak 15 (LP 15) cardiac monitor/ defibrillators and accessories to be used by the EMS Department. The LIFEPAK 15 monitor/defibrillator is designed to help accurately diagnose and treat patients, with features such as easy and quick acquisition of baseline vital signs, 12-lead ECG and carbon monoxide monitoring. These ten (10) LP 15 monitors will allow for the replacement of out-dated cardiac monitors. The LP 15's will be placed on the ten (10) front-line ambulances within the County and the old monitors will be traded in to Physio-Control for credit. In addition, through the Assistance to Firefighters Grant Program (AFG), EMS has been awarded grant money in the amount of \$306,819.00 to fund a portion of this equipment.

SOLE SOURCE VENDOR INFORMATION:

COST

Physio-Control, Inc., Redmond, WA	\$337,467.89
LESS AFG Grant Money	- \$306,819.00
County Funding	\$ 30,648.89

d **FUNDING:** 10001230-54200, FY 2017, EMS, Specialized Capital Equipment

FOR ACTION: Finance Committee meeting occurring June 27, 2016.

RECOMMENDATION: The Finance Committee approve and recommend to County Council the purchase of ten (10) new Life-Pak 15 cardiac monitor defibrillators and accessories from Physio-Control, Inc., for a total cost to the County of \$30,648.89.

cc:

Gary Kubic, County Administrator *GKubic*
Joshua Gruber, Deputy County Administrator *JG*
Alicia Holland, Assistant County Administrator, Finance *AH*
Phil Foot, Assistant County Administrator, Public Safety *PF*
Donna Ownby, Director EMS *DO*

Att: Price Quote Information and Sole Source Letter



Physio-Control, Inc
 11811 Willows Road NE
 P.O. Box 97006
 Redmond, WA 98073-9706 U.S.A.
 www.physio-control.com
 tel 800.442.1142
 fax 800.732.0956

To Howell Youmans
 BEAUFORT COUNTY EMS
 PO Box 1228
 Beaufort, SC 29915
 8432555361
howelly@bcgov.net

Quote Number 00043810
 Revision # 1
 Created Date 6/23/2016
 Sales Consultant Jeffrey Collett
 FOB Redmond, WA
 Terms All quotes subject to credit approval and the following terms and conditions
 NET Terms NET 30
 Expiration Date 9/18/2016

Product	Product Description	Quantity	List Price	Unit Discount	Unit Sales Price	Total Price
11140-000015	AC power cord	10.00	77.70	-18.65	59.05	590.52
11140-000052	LP15 REDI-CHARGE Adapter Tray	10.00	198.50	-47.64	150.86	1,508.60
11141-000115	REDI-CHARGE Base (power cord not included)	10.00	1,470.00	-352.80	1,117.20	11,172.00
11171-000046	M-LNCS DCI, Adult Reusable Sensor, 1/box	10.00	301.00	-72.24	228.76	2,287.60
11171-000049	Rainbow DCI Adt Reusable Sensor, 1/box	10.00	637.00	-152.88	484.12	4,841.20
11220-000028	Carry case top pouch for use w/LIFEPAK 12 or LIFEPAK 15	10.00	54.60	-13.10	41.50	414.96
11260-000039	LIFEPAK 15 Carry case back pouch	10.00	79.20	-19.01	60.19	601.92
11577-000002	LIFEPAK 15 Basic carry case w/ right & left pouches. INCLUDED AT NO CHARGE: 11577-000001 Shoulder Strap	10.00	309.20	-74.21	234.99	2,349.92
11600-000022	CODE-STAT 10 Data Review Seat Includes 1 CODE-STAT Data Review Software Version 10.0 and implementation support.	1.00	2,625.00	-630.00	1,995.00	1,995.00
21330-001176	LP 15 Lithium-ion Battery 5.7 amp hrs	30.00	453.60	-108.86	344.74	10,342.08
21996-000073	Ositech TITAN II WIRELESS GATEWAY	10.00	938.00	-225.12	712.88	7,128.80
99577-001958	LIFEPAK 15 V4 Monitor/Defib, Adaptive Biphasic, Manual & AED, Color LCD, 100mm Printer, Noninvasive Pacing, Metronome, Trending, SpO2, NIBP, 12-Lead ECG, EtCO2, Carbon Monoxide, Bluetooth, Temp INCLUDED AT NO CHARGE: 2 PAIR QUIK-COMBO ELECTRODES PER UNIT - 11996-000091, TEST LOAD - 21330-001365, N-SERVICE DVD - 21330-001486 (one per order) , SERVICE MANUAL CD- 26500-003612 (one per order) and ShipKit- (RC Cable) 41577-000290 INCLUDED. HARD PADDLES, BATTERIES, CARRYING CASE NOT INCLUDED.	10.00	36,272.00	-8,777.82	27,494.18	274,941.76

Subtotal USD 318,174.36
 Estimated Tax USD 19,108.53
 Estimated Shipping & Handling USD 185.00

Grand Total USD 337,467.89

Pricing Summary Totals

List Price Total	USD 419,605.00
Total Contract Discounts Amount	USD 0.00
Total Discount	USD -101,430.64
Trade In Discounts	USD 0.00
Tax + S&H	USD 19,293.53

GRAND TOTAL FOR THIS QUOTE

USD 337,467.89

PHYSIO-CONTROL, INC. REQUIRES WRITTEN VERIFICATION OF THIS ORDER. A PURCHASE ORDER IS REQUIRED ON ALL ORDERS \$5,000 OR GREATER BEFORE APPLICABLE FREIGHT AND TAXES. THE UNDERSIGNED IS AUTHORIZED TO ACCEPT THIS ORDER IN ACCORDANCE WITH THE TERMS AND PRICES DENOTED HEREIN.

CUSTOMER APPROVAL (AUTHORIZED SIGNATURE)

NAME

TITLE

DATE

Reference Number BV/20452501/103074

General Terms for all Products, Services and Subscriptions.

Physio-Control, Inc. ("Physio") accepts Buyer's order expressly conditioned on Buyer's assent to the terms set forth in this document. Buyer's order and acceptance of any portion of the goods, services or subscriptions shall confirm Buyer's acceptance of these terms. Unless specified otherwise herein, these terms constitute the complete agreement between the parties. Amendments to this document shall be in writing and no prior or subsequent acceptance by Seller of any purchase order, acknowledgment, or other document from Buyer specifying different and/or additional terms shall be effective unless signed by both parties.

Pricing. Prices do not include freight insurance, freight forwarding fees, taxes, duties, import or export permit fees, or any other similar charge of any kind applicable to the goods and services. Sales or use taxes on domestic (USA) deliveries will be invoiced in addition to the price of the goods and services unless Physio receives a copy of a valid exemption certificate prior to delivery. Discounts may not be combined with other special terms, discounts, and/or promotions.

Payment. Payment for goods and services shall be subject to approval of credit by Physio. Unless otherwise specified by Physio in writing, the entire payment of an invoice is due thirty (30) days after the invoice date for deliveries in the USA, and sight draft or acceptable (confirmed) irrevocable letter of credit is required for sales outside the USA.

Minimum Order Quantity. Physio reserves the right to charge a service fee for any order less than \$200.00.

Patent Indemnity. Physio shall indemnify Buyer and hold it harmless from and against all demands, claims, damages, losses, and expenses, arising out of or resulting, from any action by a third party against Buyer that is based on any claim that the services infringe a United States patent, copyright, or trademark, or violate a trade secret or any other proprietary right of any person or entity. Physio's indemnification obligations hereunder will be subject to (i) receiving prompt written notice of the existence of any claim; (ii) being able to, at its option, control the defense and settlement of such claim (provided that, without obtaining the prior written consent of Buyer, Physio will enter into no settlement involving the admission of wrongdoing); and (iii) receiving full cooperation of Buyer in the defense of any claim.

Limitation of Interest. Through the purchase of Physio products, services, or subscriptions, Buyer does not acquire any interest in any tooling, drawings, design information, computer programming, patents or copyrighted or confidential information related to said products or services, and Buyer expressly agrees not to reverse engineer or decompile such products or related software and information.

Delays. Physio will not be liable for any loss or damage of any kind due to its failure to perform or delays in its performance resulting from an event beyond its reasonable control, including but not limited to, acts of God, labor disputes, the requirements of any governmental authority, war, civil unrest, terrorist acts, delays in manufacture, obtaining any required license or permit, and Physio's inability to obtain goods from its usual sources.

Limited Warranty. Physio warrants its products and services in accordance with the terms of the limited warranties located at <http://www.physio-control.com/Documents/>. The remedies provided under such warranties shall be Buyer's sole and exclusive remedies. Physio makes no other warranties, express or implied, including, without limitation, **NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND IN NO EVENT SHALL PHYSIO BE LIABLE FOR INCIDENTAL, CONSEQUENTIAL, SPECIAL OR OTHER DAMAGES.**

Compliance with Confidentiality Laws. Both parties acknowledge their respective obligations to maintain the security and confidentiality of individually identifiable health information and agree to comply with applicable federal and state health information confidentiality laws.

Compliance with Law. The parties agree to comply with any and all laws, rules, regulations, licensing requirements or standards that are now or hereafter promulgated by any local, state, and federal governmental authority/agency or accrediting/administrative body that governs or applies to their respective duties and obligations hereunder.

Regulatory Requirement for Access to Information. In the event 42 USC § 1395x(v)(1)(I) is applicable, Physio shall make available to the Secretary of the United States Department of Health and Human Services, the Comptroller General of the United States General Accounting Office, or any of their duly authorized representatives, a copy of these terms, such books, documents and records as are necessary to certify the nature and extent of the costs of the products and services provided by Physio.

No Debarment. Physio represents and warrants that it and its directors, officers, and employees (i) are not excluded, debarred, or otherwise ineligible to participate in the Federal health care programs as defined in 42 USC § 1320a-7b(f); (ii) have not been convicted of a criminal offense related to the provision of healthcare items or services; and (iii) are not under investigation which may result in Physio being excluded from participation in such programs.

Choice of Law. The rights and obligations of Physio and Buyer related to the purchase and sale of products and services described in this document shall be governed by the laws of the state where Buyer is located. All costs and expenses incurred by the prevailing party related to enforcement of its rights under this document, including reasonable attorney's fees, shall be reimbursed by the other party.

Additional Terms for Purchase and Sale of Products.

In addition to the General Terms above, the following terms apply to all purchases of products from Physio:

Delivery. Unless otherwise specified by Physio in writing, delivery shall be FOB Physio point of shipment and title and risk of loss shall pass to Buyer at that point. Partial deliveries may be made and partial invoices shall be permitted and shall become due in accordance with the payment terms. In the absence of shipping instructions from Buyer, Physio will obtain transportation on Buyer's behalf and for Buyer's account. Delivery dates are approximate. Freight is pre-paid and added to Buyer's invoice. Products are subject to availability.

Inspections and Returns. Within 30 days of receipt of a shipment, Buyer shall notify Physio of any claim for product damage or nonconformity. Physio, at its sole option and discretion, may repair or replace a product to bring it into conformity. Return of any product shall be governed by the Returned Product Policy located at <http://www.physio-control.com/Documents/>. Payment of Physio's invoice is not contingent on immediate correction of nonconformities.

No Resale. Buyer agrees that products purchased hereunder will not be resold to third parties and will not be reshipped to any persons or places prohibited by the laws of the United States of America.

Additional Terms for Purchase and Sale of Software Licenses and Software-as-a-Service.

In addition to the General Terms above, software and software-as-a-service is licensed (not sold) pursuant to the following terms:
Licenses. Upon full payment, Physio will grant to Buyer the licenses to the software and/or software-as-a-service ordered by Buyer according to the applicable End User License Agreement or Software-As-a-Service Agreement. The duration of each license is the term of the subscription purchased by Buyer.

Additional Terms Regarding Wireless Enabled Devices.

In addition to the General Terms above, the data services provided by a third party are pursuant to the following terms:

Payments. Payments to Physio are non-refundable as they are incorporated into the pricing of the connected devices.
Geolocation. Buyer is responsible for maintaining the actual location of the devices within their facilities, property or buildings.
Not Wireless Provider. Physio has contracted with an outside data services provider for the provision of services on behalf of Buyer. Physio is not a telecommunications services company nor does it possess any telecommunications personal property.
Security. Buyer has the sole responsibility for ensuring the security of its network and data. Buyer will take reasonable measures to protect against unauthorized access.

No Guarantee. PHYSIO DOES NOT GUARANTEE SECURITY, UNINTERRUPTED DATA SERVICES, THE ACCURACY OF GEOLOCATION SERVICES, NETWORK TRANSMISSION CAPACITY, COVERAGE OR THE INTEGRITY OF THE DATA TRANSMITTED. Physio is not responsible for any consequential damages caused in any way by Buyer's hardware, software, network or other Buyer responsibilities.

Additional Terms for Purchase and Sale of Software Implementation Services.

In addition to the General Terms above, the following terms apply to all purchases of Software Implementation Services from Physio:

Physio's Duties. Physio agrees to make commercially reasonable efforts to: (i) commence implementation of all applicable software in accordance with a mutually agreed upon schedule; (ii) diligently perform the implementation process in a professional and workmanlike manner; (iii) provide the training associated with purchased subscriptions, components and/or software; and (iv) provide access to technical support.

Buyer's Duties. Buyer agrees to make commercially reasonable efforts to: (i) cooperate with and reasonably assist Physio in the implementation process; (ii) have all equipment, connections and facilities prepared and ready for implementation in accordance with the mutually agreed upon schedule.

Completion of Implementation. Implementation is complete when Buyer is able to transmit/receive data through the implemented software.

Fees and Billing. Upon implementation, Physio shall provide Buyer with an invoice setting forth the amount due. If implementation is delayed by more than six (6) months, solely due to Buyer's delay, Physio reserves the right to invoice prior to implementation. Payment is due thirty (30) days after receipt of invoice.

Confidential Information. In the course of performing Implementation Services, each party may receive, be exposed to or acquire confidential and/or proprietary information of the other party ("Confidential Information"). All Confidential Information disclosed by a party will bear a legend "Confidential," "Proprietary" or words of similar import. All Confidential Information disclosed by a party in any manner other than in writing will be preceded by an oral statement indicating that the information is Confidential Information. Each party agrees to take reasonable steps to protect the other party's Confidential Information, including not disclosing it to third parties except as otherwise permitted. The restrictions and obligations upon the parties concerning confidentiality shall not apply to any portion of the Confidential Information of either party which: (a) is or becomes publicly available to the receiving party through no fault of such receiving party; or (b) can be reasonably demonstrated to have been known to or hereafter developed by the receiving party independently of any disclosure of Confidential Information by the disclosing party; or (c) is disclosed to the receiving party by a third party who, to the best of the receiving party's knowledge, is lawfully in possession of the same and has the right to make such disclosure.

Warranties. Physio represents and warrants that it will provide the Services in a professional and workmanlike manner consistent with good industry standards and practices. Physio warrants that the Service will perform in all material respects for a period of three (3) months after implementation. As Buyer's sole and exclusive remedy and Physio's entire liability for any breach of the foregoing warranty, Physio will re-perform the Services, or, if Physio is unable to do so, return the fees paid to Physio for such deficient Services. Except as specifically set forth herein, Physio expressly disclaims any and all warranties with respect to the services.

INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. Physio does not warrant that the services will be uninterrupted or error-free.

Exclusions and Limitations of Liability. In no event shall Physio be liable to Buyer or other employee, contractor or agent for any indirect, incidental, special, or consequential damages arising in connection with this agreement (whether in warranty, contract or tort, including negligence, and even if Physio has been advised of the possibility thereof), including without limitation medical expenses, loss of revenue or profits; or damages resulting from interruptions in or unavailability of telecommunications or Internet connections to the service, or from the impact of the services on any Buyer system.

PHYSIO'S TOTAL LIABILITY TO BUYER FOR DAMAGES WITH RESPECT TO THE SERVICES PROVIDED UNDER THIS AGREEMENT AND OTHERWISE ARISING UNDER THIS AGREEMENT REGARDLESS OF THE BASIS UNDER WHICH BUYER IS ENTITLED TO CLAIM DAMAGES (INCLUDING BREACH, NEGLIGENCE, OR ANY OTHER CONTRACT OR TORT CLAIM) SHALL NOT EXCEED THE FEES DUE HEREUNDER. EACH PARTY RECOGNIZES AND AGREES THAT THE WARRANTY DISCLAIMERS AND LIABILITY AND REMEDY LIMITATIONS IN THIS AGREEMENT ARE MATERIAL BARGAINED-FOR BASES OF THIS AGREEMENT AND THAT THEY HAVE BEEN TAKEN INTO ACCOUNT AND REFLECTED IN DETERMINING THE CONSIDERATION TO BE GIVEN BY EACH PARTY UNDER THIS AGREEMENT AND IN THE DECISION BY EACH PARTY TO ENTER INTO THIS AGREEMENT.



Non-Competitive Purchases Form

This form shall be completed for any non-competitive purchase over \$2,500 that is not exempt.

(a) A County contract may be awarded without competition when the Purchasing Director determines in writing, after conducting a good faith review of available sources, that there is only one source for the required supply, service, or construction item. The Purchasing Director shall conduct negotiations, as appropriate, as to price, delivery, and terms. A record of sole source procurements shall be maintained as public record and shall list each contractor's name, the amount and type of each contract, a listing of the items procured under each contract, and the identification of each contract file.

(b) Sole source procurement of a used item from the open market may only be considered, provided that:

(1) The using agency recommends purchase; (2) condition of the item is verified by appropriate County official; and (3) price analysis justifies purchase when the following factors are considered: (a) new acquisition price; (b) current book value; and (c) maintenance costs.

Code 1982 SS 12-19 Sec. 2-518 Sole source procurement

The County Council may by resolution, exempt specific supplies or services from the purchasing procedures required in the Code. The following supplies and services shall be exempt from the purchasing procedures required in this division; however, the Purchasing Director for just cause may limit or withdraw any exemption provided for in this section. (1) Works of art for museum and public display (2) Published books, library books, maps, periodicals, technical pamphlets (3) Copyrighted educational films, filmstrips, slides and transparencies (4) Postage stamps and postal fees (5) Professional dues, membership fees and seminar registration fees (6) Medicine and drugs (7) Utilities including gas, electric, water and sewer (8) Advertisements in professional publications or newspapers (9) Fresh fruit, vegetables, meats, fish, milk, bread and eggs (10) Oil company credit cards (11) Articles for commercial sale by all governmental bodies

Code 1982 SS 12-14 Ord. No. 2000-1 S 1, 1-1-0-2000 Sec. 2-514 Exemption from procedures

Notwithstanding any other section of this division, the Purchasing Director may make or authorize others to make emergency procurements of supplies, services, or construction items when there exists a threat to the functioning of county government; for the preservation or protection of property; or for the health, welfare or safety of any person, provided that such emergency procurements shall be made with such competition as is practicable under the circumstances. A written determination of the basis for the emergency and for the selection of the particular contractor shall be included in the contract file. As soon as practicable, a record of each emergency procurement shall be made and shall set forth the contractor's name, the amount and type of the contract, a listing of the items procured under the contract, and the identification number of the contract file.

Code 1982 SS 12-20 Sec. 2-519 Emergency procurements

Requesting Department: Emergency Medical Service Requested Account Code: 10001230-54200

Description of Requested Services

10 each Physio-Control 9 brand Life Pak 15 Cardiac Monitor/ Defibrillator and Accessories

Please provide a listing of the items purchased, if additional pages are necessary please attach to this form:

See attached quote

Cost of Requested Services: \$337,467.89

Requested Vendor Name: Physio-Control

Requested Vendor Address: PO Box 97006 Redmond, WA 98073-9706

Requested Vendor Phone Number: 800-442-1142 Requested Vendor Email Address: _____

Type of Service Requested (Please check one) Construction Services Supply/Good

Please attach any documentation provided by the vendor that provides back up for the claims in this document.



Non-Competitive Purchases Form

Please select a reason below as to why this is a non-competitive purchase and provide a brief explanation.

It is not possible to obtain competition. There is only one source available for the supply, service, or construction item.

These LifePak 15 Cardiac Monitor/Defibrillators are compatible with the Physio-Control LifePak Cardiac Monitor/Defibrillators and their accessories currently used by the EMS Department. EMS has currently has a service contract with Physio-Control for the service of the devices. This service contract allows for a discount on Physio-Control brand parts and accessories.

The procurement is for a used item from the open market. The item may only be considered if, (1) the using agency recommends purchase, (2) condition of the item is verified by appropriate County official, (3) Price analysis justifies purchase when the following factors are considered: (a) new acquisition price; (b) current book value; and (c) maintenance costs.

The item is a single source purchase. Other sources may be available but purchases are directed to one source because of factors unique to Beaufort County. Please select an option below:

- Standardization
- Warranty
- Other, if selected please specify below.

An emergency exists that threatens the functioning of County government.

An emergency exists that threatens the preservation or protection of County property.

An emergency exists that threatens the health, welfare or safety of any person within the County.

What steps have been taken to verify that these features are not available elsewhere?

Other brands/manufacturers were examined (please list names and contact information, and explain why they are not suitable for use by the County-attach additional pages as necessary):

Other vendors were contracted (please list names and contact information and explain why those contacted did not meet the needs of the County-attach additional pages as necessary):

Requester Name: Howell Parnas Requester Signature:  Date: 6/24/16



Non-Competitive Purchases Form

Department Head Name: DONNA CUNY Department Head Signature: [Signature] Date: 6/24/16

For Purchasing Completion only:

Date Received in Purchasing Department: 06/24/2016

Reviewed by Purchasing Department for completeness

Date: 06/24/2016

Reviewed by: [Signature]

Verified that this is the only source: Yes No

Comments: _____

Purchasing Director or His Designee Approval Signature: [Signature]

Associated Purchase Orders Number: _____

Associated Contract Number: _____

RESOLUTION NO. _____

**A RESOLUTION ADOPTING ENHANCED LEVELS OF
SERVICE FOR DAUFUSKIE ISLAND FERRY**

WHEREAS, Beaufort County encompasses 576 square miles and is situated in the heart of the South Carolina Lowcountry. It is a land rich in natural beauty, history and resources and an area of economic contrast and cultural diversity; and

WHEREAS, among the unique features of Beaufort County is Daufuskie Island, an Island rich in character, history and unspoiled beauty because it is accessible only by sea; and

WHEREAS, due to the fact that Daufuskie Island is accessible only by sea, Beaufort County must contract for ferry services between Daufuskie Island and Hilton Head Island in order to transport the Island's permanent residents on a regular basis for work, pleasure, medical appointments and medical emergencies; it must also transport part-time residents, long-term renters, and Beaufort County personnel as approved by the County Administrator or his designee and it must satisfy requirements of Beaufort County Emergency Operation Plan; and

WHEREAS, due to natural changes and developments both on and off Daufuskie Island, County Council believes ferry services to the Island, which, historically, have been sufficient to meet the needs and demands of a growing Island, must now be enhanced to meet the present needs and the anticipated needs of the Island; and

WHEREAS, on June 13, 2016 this Council passed Ordinance No. 2016/15, Beaufort County Budget for FY 2107, which provides \$258,725 for ferry services to and from Daufuskie Island; and

WHEREAS, in response to a Request for Proposals for Daufuskie Island ferry services, Beaufort County received two (2) proposals, one which maintains the service at its historic levels and one which provides additional services above historic levels but at a higher cost to the County than the amount provided for in Ordinance No. 2016/15; and

WHEREAS, having heard from the citizens and residents of Beaufort County, and, in particular, the citizens and residents of Daufuskie Island, who are most affected by and dependent on the service and having reflected on those comments, this Council believes it is in the best interest of its citizens and residents to provide enhanced ferry services to Daufuskie Island and necessary to increase the FY 2017 budget appropriation in the amount of \$112,075 in order to provide for those enhanced levels of service.

NOW, THEREFORE, BE IT RESOLVED, at a meeting duly assembled of the County Council of Beaufort County, that Beaufort County accepts the response of Haig Point Ferry Company, Inc. to Request for Proposal (RFP) No. 42916 and, further, resolves to pass an

ordinance providing a supplemental appropriation to increase the FY 2017 appropriations in the amount of \$112,075 for Daufuskie Island Ferry Service to reflect the difference between Haig Point Ferry Company, Inc.'s proposal and the amount reflected in the County's current ordinance.

Adopted this ____ day of _____, 2016.

COUNTY COUNCIL OF BEAUFORT COUNTY

BY: _____

D. Paul Sommerville, Chairman

APPROVED AS TO FORM:

Thomas J. Keaveny, II, County Attorney

ATTEST:

Suzanne M. Rainey, Clerk to Council