CONTRACTUAL AGREEMENT BETWEEN

DISTRICT AND CONTRACTOR FOR

FERRY TRANSPORTATION SERVICES

DAUFUSKIE ISLAND

This contract is made on the 1st day of August 2021, by and between Beaufort County School District (BCSD) and Haig Point Club and Community Ferry Company. (Contractor).

The Project is to acquire all personnel, services, materials, and equipment necessary to provide a ferry service for BCSD students, teachers and contractors between Daufuskie Island and Hilton Head Island.

The parties hereto do agree as follows in consideration of the mutual promises, covenants and agreements as hereinafter set forth.

1. **TERMS AND CONDITIONS.** Contractor certifies that the scope of work/specifications, all terms and conditions, contractual requirements within the BCSD Invitation for Bid IFB #21-041 solicitation, the Contractor proposal in response to the IFB and the Contractor "Best and Final Offer" shall be made part of the Contract as if incorporated therein.

2. **SCOPE OF WORK.** The contractor shall provide all personnel, services, materials, and equipment necessary to meet the Scope of Work requirements of IFB #21-041 as they apply to BCSD personnel. The Scope of Work includes a ferry service for BCSD students, teachers and contractors between Daufuskie Island and Hilton Head Island based on the annual schedule provided to the contractor.

3. **TERM.** For BCSD facilities, this Agreement shall commence on the date above and the base term of the agreement shall be for five (5) years expiring July 31, 2026. Extensions beyond the five (5) year period require approval of the BCSD Superintendent.

4. **COMPENSATION**. In consideration of Contractor's performance of its obligations under this Contract, BCSD shall pay Contractor a Contract Price of One Hundred Forty-Five Thousand Dollars ($145,000.00) each Fiscal Year, divided into ten (10) monthly payments of Fourteen Thousand Five Hundred Dollars ($14,500.00). Each year on the anniversary date of the Contract, Contractor shall the opportunity to negotiate the Contract Price if the annual operating expenses, from April to April, increase more than 3%, based on the Consumer Price Index, South Urban, All Items.

5. **INDEPENDENT CONTRACTOR.** The relationship of the Parties hereto shall at all times be that of independent contractor. Nothing in this relationship will create an employer-employee relationship, association, joint venture, partnership, or other form of legal entity or business enterprise between the Parties, their agents, employees or affiliates.

6. **DISPUTE RESOLUTION.** All disputes between the parties hereto under this Agreement must be resolved pursuant to the procedures of the Procurement Code of BCSD.

7. **NOTICES.** All notices, consents, approvals and the like required to be given hereunder shall be given in writing to BCSD at P.O. Drawer 309, Beaufort, S.C. 29901-0309 or to such other address as BCSD shall designate. All notices to the Contractor shall be given to Haig Point Ferry Company, Inc., 10 Haig Point Circle, Hilton Head Island, SC 29928.

8. **WHOLE AGREEMENT.** This document, together with all subordinate and other documents incorporated by reference herein, will constitute the entire agreement between the parties with respect to the subject contained herein, supersedes all prior agreements and understandings, whether written or oral, and may only be modified by an amendment executed in writing by both parties.

The Parties hereto have duly executed this Agreement on the date first set forth above.

AGREED:

Haig Point Ferry Club and Community Ferry Company

By: _____
Doug Egly,
Chief Executive Officer

Beaufort County School District

By: _____
Dr. Frank Rodriguez,
Superintendent