

COUNTY OF BARNSTABLE
PURCHASING

DEPARTMENT OF FINANCE

SUPERIOR COURT HOUSE

P.O. BOX 427

BARNSTABLE, MASSACHUSETTS 02630

Phone: (508) 375-6637

Fax: (508) 362-4136

Email:

edavis@barnstablecounty.org

Elaine Davis
Chief Procurement Officer

September 14, 2016

MEMORANDUM

TO: County Commissioners
FROM: Elaine Davis, Chief Procurement Officer
RE: Bid Award

Barnstable County issued an Request for Proposals for Marketing Services for the Department of Human Services – Regional Substance Abuse Council. One proposal was received from Grouper Design. The Evaluation Committee reviewed the proposal and determined that it was advantageous.

Please award the contract to Grouper Design, as the responsive, responsible bidder offering the most advantageous proposal at the following costs:

Services at \$110 per hour:

Strategic Marketing Consultant
Social Media Management
Art Direction
Client Strategic Meeting
Graphic Design
Photo Manipulation
Digital Photography

Services at \$95/hour

Page Layout
File Manipulation
Project Management
Client Support Services
Logo CD Creation
Final File Preparation/Submitting Files

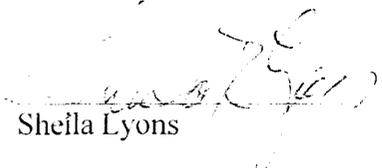
Services at \$75/hour – Copywriting

Services at \$60/hour – Travel

The term of the contract will be one year from execution of the contract with two one year options to renew.

Thank you.

County Commissioners:


Sheila Lyons


Mary Pat Flynn


Leo Cakounes

9/21/16
Date

AGREEMENT BETWEEN

Barnstable County
3225 Main Street
Barnstable, MA 02630

and

Grouper Design
939 Main Street
Suite F2
Yarmouthport, MA 02675

THIS AGREEMENT, made this _____ day of _____ 2016 by and between Grouper Design (hereinafter referred to as Contractor), and Mary Pat Flynn, Sheila Lyons and Leo Cakounes as they are the Commissioners of Barnstable County, but without any personal liability.

WITNESSETH, that the Contractor and County for the consideration hereinafter named agree as follows:

WHEREAS: Barnstable County issued a Request for Proposals for a Marketing Services for the Department of Human Services – Regional Substance Abuse Council.

WHEREAS: The Request for Proposals was bid in compliance with MA General Law Chapter 30B.

WHEREAS: The vendor submitted the most advantageous proposal taking into consideration quality and price.

NOW THEREFORE, the County and the Contractor do mutually agree as follows:

1. Employment of Contractor. The County hereby agrees to engage the Contractor to perform the services hereinafter set forth in the Scope of Services. Contractor shall not be considered an employee of Barnstable County. Contractor hereby agrees to hold the County harmless from any claims regarding worker's compensation benefits, unemployment compensation benefits, retirement benefits, or any other benefit normally attributable to the status of "employee" and Contractor specifically agrees to pay for all damages incurred by the County, including costs, benefits, and reasonable attorney fees in the event the Contractor files such claim.
2. Scope of Services. The Contractor shall perform the scope of services as set forth in Barnstable County's Request for Proposals for Marketing Services dated August 22, 2016 and the Contractor's proposal dated September 7, 2016, incorporated herein by reference as Attachment A.
3. Time of Performance. Work in connection with the Agreement shall begin upon date of execution of this Agreement and continue until one year from that date, with the option to renew for two additional one year terms solely at the discretion of the County Commissioners.
4. Payment. The County shall compensate the Contractor for services as per the price proposal submitted with their response:

Services at \$110. per hour:
Strategic Marketing Consultant
Social Media Management
Art Direction
Client Strategic Meeting
Graphic Design
Photo Manipulation
Digital Photography

Services at \$95 per hour
Page Layout
File Manipulation
Project Management
Client Support Services
Logo CD Creation
Final File Preparation/Submitting File

Services at \$75 per hour - Copywriting
Services at \$60 per hour -Travel

Upon acceptance of the Contractor's invoice, payment will be made within thirty (30) days. If an invoice is not accepted by the County within fifteen (15) days, it shall be returned to the Contractor with a written explanation for the rejection. At the end of each County fiscal year Contractor must submit any outstanding invoices for services performed or delivered during the fiscal year (July 1-June 30) to the County no later than July 31st of the year when the resources were prepared.

5. Termination or Suspension of Contract for Cause. If through any sufficient cause, the Contractor or the County shall fail to fulfill or perform its duties and obligations under this Contract, or if either party shall violate or breach any of the provisions of this Contract, either party shall thereupon have the right to terminate or suspend this Contract, by giving written notice to the other party of such termination or suspension and specifying the effective date thereof. Such notice shall be given at least fifteen (15) calendar days before such effective date.

6. Termination for Convenience of County. The County shall have the right to discontinue the work of the Contractor and cancel this contract by written notice to the Contractor of such termination and specifying the effective date of such termination. In the event of such termination or suspension of this Contract, the Contractor shall be entitled to just and equitable compensation for satisfactory work completed, for services performed and for reimbursable expenses necessarily incurred in the performance of this Contract up to and including the date of termination or suspension.

7. Changes. The County may, from time to time, require changes in the Scope of Contractor Services to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon by the County and the Contractor, shall be incorporated in written amendments to this Contract.

8. Non-Discrimination in Employment and Affirmative Action. The Contractor shall take affirmative action to ensure that qualified applicants and employees are treated without regard to age, race, color, religion, sex, marital status, sexual orientation, national origin, disability, or Vietnam Era Veteran status. The contractor agrees to comply with all applicable Federal and State statutes, rules and regulations prohibiting discrimination in employment including but not limited to: Title VII of the Civil Rights Act of 1964, as amended; Massachusetts General Laws Chapter 1518§(1); the Americans with Disabilities Act of 1990; and all relevant administrative orders and executive orders including Executive Order 246.

9. Subcontracting. None of the services to be provided by the Contractor pursuant to this Contract shall be subcontracted or delegated in whole or in part to any other organization, association, individual, corporation, partnership or other such entity without the prior written approval of the County. No subcontract or delegation shall relieve or discharge the Contractor from any obligation or liability under this Contract except as specifically set forth in the instrument of approval. If this Contract is funded in whole or in part with federal funds, Contractor further agrees to comply with the provisions of the Office of Management and Budget Circular A-110, as amended, with respect to taking affirmative steps to utilize the services of small and minority firms, women's business enterprises and labor surplus area firms. All subcontracts shall be in writing and shall contain provisions which are functionally identical to, and consistent with, the provisions of this Contract. The County shall have the right to obtain a copy of the subcontract upon request.

10. Interest of Members of County and Others. No officer, member or employee of the County, and no member of its governing body of the locality or localities in which the Project is situated or being carried out who exercises any functions or responsibility in the review or approval of the undertaking or carrying out of the Project, shall participate in any decision relating to this Contract which affects his personal interest or the interest of any corporation, partnership, or

association in which he is directly or indirectly financially interested or has any personal or pecuniary interest, direct or indirect, in this Contract or the proceeds thereof.

11. Interest of Contractor. The Contractor covenants that it presently has no interest and shall not acquire any interest directly or indirectly which would conflict in any manner or degree with the performance of its services hereunder.

12. Assignability. The Contractor shall not assign any interest in this Contract and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the County thereto; provided, however that claims for money due or to become due the Contractor from the County under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the County.

13. Recordkeeping, Audit, and Inspection of Records. The Contractor shall maintain books, records, and other compilations of data pertaining to the requirements of the Contract to the extent and in such detail as shall properly substantiate claims for payment under the Contract. All such records shall be kept for a period of seven (7) years or for such longer period as is specified herein. All retention periods start on the first day after final payment under this Contract. If any litigation, claim, negotiation, audit or other action involving the records is commenced prior to the expiration of the applicable retention period, all records shall be retained until completion of the action and resolution of all issues resulting therefrom, or until the end of the applicable retention period, whichever is later. If this contract is funded in whole or in part with state or federal funds, the state or federal grantor agency, the County or any of its duly authorized representatives or designees, shall have the right at reasonable times and upon reasonable notice, to examine and copy, at reasonable expense, the books, records and other compilations of data of the Contractor which pertain to the provisions and requirements of this Contract. Such access shall include on-site audits, review and copying of records.

14. Findings Confidential. Any reports, information, data, etc., given to or prepared or assembled by the Contractor under this Contract which the County requests to be kept as confidential shall not be made available to any individual or organization by the Contractor without the prior written approval of the County.

15. Publication, Reproduction and Use of Material. No material produced in whole or in part under this Contract shall be subject to copyright in the United States or in any other country. The County shall have the unrestricted authority to publish, disclose, distribute, and otherwise use, in whole or in part, any reports, data or other materials prepared under this Contract.

16. Political Activity Prohibited. None of the services to be provided by the Contractor shall be used for any partisan political activity or to further the election or defeat of any candidate for public office.

17. Anti-Boycott Warranty. During the term of this Contract, neither the Contractor nor any "affiliated company" as hereafter defined, shall participate in or cooperate with an international boycott, as defined in Section 999 (b) (3) and (4) of the Internal Revenue Code of 1954, as amended by the Tax Reform Act of 1986, or engage in conduct declared to be unlawful by Sections 2 and 3 of Chapter 151E, Massachusetts General Laws. As used herein, an "affiliated company" shall be any business entity of which at least 51% of the ownership interested is directly or indirectly owned by the Contractor or by a person or persons or business entity or entities which directly or indirectly own at least 51% of the ownership interests of the Contractor.

18. Choice of Law. This Contract shall be construed under and governed by the laws of the Commonwealth of Massachusetts. The Contractor and the agents thereof, agree to bring any federal or state legal proceedings arising under this Contract, in which the County is a party, in a court of competent jurisdiction within the Commonwealth of Massachusetts. This paragraph shall not be construed to limit any rights a party may have to intervene in any action, wherever pending, in which the other is a party. All parties to this contract and covenant agree that any disputes be litigated in the District of Superior courts in Barnstable County.

19. Force Majeure. Neither party shall be liable to the other nor be deemed to be in breach of this Contract for failure or delay in rendering performance arising out of causes factually beyond its control and without its fault or negligence. Such causes may include, but are not limited to: acts of God or the public enemy, wars, fires, floods, epidemics, strikes, or unusually

SUBORDINATION OF MORTGAGE

WHEREAS, Ivaylo Dimchev Nankov the owner of certain real estate located at 3 Stoney Hill Drive, South Yarmouth, MA, Barnstable County, Massachusetts and

WHEREAS, The Commonwealth of Massachusetts by and through the Cape Cod Commission is the holder of a mortgage on said premises which mortgage is dated **October 1, 2013** and recorded on October 2, 2013 in **Barnstable County Registry of Deeds, Book 27733 Page 18** in the original amount of **\$8,351.23** and

WHEREAS, Ivaylo Dimchev Nankov has received commitment for mortgage financing from **Rockland Trust** in the amount of **\$195,000.00**

NOW THEREFORE, in consideration of making of said mortgage loan in the amount of **\$195,000.00** and the sum of One (\$1.00) Dollar, the receipt of which is hereby acknowledged, and in order to avoid the inconvenience and expense of releasing and renewing the outstanding mortgage, the undersigned do hereby consent to the execution of the new first mortgage to **Rockland Trust** and do hereby, for value received, waive any and all priority of lien or right under or by virtue of the mortgage in **Barnstable County Registry of Deeds, Book 27733 Page 18** and do hereby covenant, agree and declare that said mortgage registered in **Barnstable County Registry of Deeds, Book 27733 Page 18** shall be in all respects subject to and subordinate to the new mortgage for **\$195,000.00** which is registered herewith at the Barnstable County Registry of Deeds.

IN WITNESS WHEREOF, The Commonwealth of Massachusetts by and through the Cape Cod Commission has caused its corporate seal to be hereto affixed and these presents to be signed, acknowledged and delivered in its name and behalf by Mary Pat Flynn, Shelia Lyons, and Leo Cakounes hereto duly authorized, this **12th day of October, 2016**. The execution of these presents by two Commissioners constitutes a quorum of the Barnstable County Commissioners.

Witnessed our hands and seals this _____ day of October, 2016

ITS: Barnstable County Commissioners

COMMONWEALTH OF MASSACHUSETTS

BARNSTABLE, ss.

October 12, 2016

On this 12th day of October 2016, before me, the undersigned notary public, personally appeared _____

_____, proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose

Notary Public

My Commission Expires:

severe weather. Dates or times of performance shall be extended to the extent of delays excused by this section, provided that the party whose performance is affected notifies the other promptly of the existence and nature of such delay.

20. Compliance with Laws. The Contractor shall promptly comply with all applicable laws, rules, regulations, ordinances, orders and requirements of the Commonwealth and any state or federal governmental authority relating to the delivery of the services described in this Contract subject to section

18 above. Unless otherwise provided by law, the Contractor shall promptly pay all fines, penalties and damages that may arise out of or are imposed because of the Contractor's failure to comply with the provisions of this section and, shall indemnify the County against any liability incurred as a result of a violation of this section. If the Contractor receives federal funds pursuant to this Contract, Contractor understands and agrees to comply with all federal requirements including but not limited to audit requirements. Not-for-Profit entities that receive federal funds from the County must comply with the audit requirements outlined in the Office of Management and Budget OMB Circular A-133.

21. Headings, Interpretation and Severability. The headings used herein are for reference and convenience only and shall not be a factor in the interpretation of the Contract. If any provision of this Contract is declared or found to be illegal, unenforceable, or void, then both parties shall be relieved of all obligations under that provision. The remainder of the Contract shall be enforced to the fullest extent permitted by law.

22. Waiver of Liability. The Contractor and the county hereby covenant and agree to waive any and all claims against Barnstable County and release Barnstable County from any liability arising out of the Scope of Services described in the attached "Exhibit A".

IN WITNESS WHEREOF, the County and Contractor have executed this Agreement this _____ day of in the year Two Thousand and Sixteen.

FOR THE COUNTY:

BARNSTABLE COUNTY COMMISSIONERS:

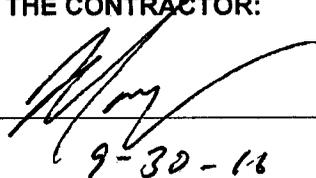
Leo Cakounes

Mary Pat Flynn

Sheila Lyons

Date

FOR THE CONTRACTOR:



9-30-16

Date

DISCHARGE OF MORTGAGE

Barnstable County, acting by and through the Cape Cod Commission, the holder of a mortgage

By **Barbara B. Matheson**

to **Barnstable County, acting by and through the Cape Cod Commission,**

dated **September 5, 2002**

recorded with the **Barnstable County Registry of Deeds Book 17795 Page 169**

acknowledges satisfaction of the same.

Witness our hand and seal this _____ *day of October 2016*

BARNSTABLE COUNTY,

As County Commissioners

COMMONWEALTH OF MASSACHUSETTS

Barnstable, ss.

On this _____ day of October 2016, before me, the undersigned notary public personally appeared _____

and proved to me through satisfactory evidence of identification, which was _____, to be the persons whose names are signed on the preceding or attached document, and acknowledged to me that they signed it voluntarily for its stated purpose.

Notary Public
My Commission Expires:

DISCHARGE OF MORTGAGE

Barnstable County, acting by and through the Cape Cod Commission, the holder of a mortgage

By **Michael & Carol-Jo Santangelo**

to **Barnstable County, acting by and through the Cape Cod Commission,**

dated **June 18, 2009**

recorded with the **Barnstable County Registry of Deeds Book 23814 Page 226**

acknowledges satisfaction of the same.

Witness our hand and seal this _____ *day of October 2016*

BARNSTABLE COUNTY,

As County Commissioners

COMMONWEALTH OF MASSACHUSETTS

Barnstable, ss.

On this _____ day of October 2016, before me, the undersigned notary public personally appeared _____

and proved to me through satisfactory evidence of identification, which was _____, to be the persons whose names are signed on the preceding or attached document, and acknowledged to me that they signed it voluntarily for its stated purpose.

Notary Public
My Commission Expires:

**The Massachusetts Association of Health Boards (MAHB)
Agreement for Services
Public Health Emergency Preparedness Programming**

This Agreement, effective as of July 1, 2016, is by and between the Massachusetts Association of Health Boards (doing business at 56 Taunton St., Plainville MA 02762), hereinafter called MAHB and Barnstable County - Cape Cod and the Islands- Public Health Emergency Preparedness Coalition hereinafter called the "Subcontractor".

Whereas this project shall be conducted in accordance with this Agreement and Attachment A, and

Whereas, this Agreement and Attachment A represent the entire understanding of the parties, and neither is relying upon any representation not contained herein,

Now therefore, in consideration of the mutual covenants herein contained the parties agree as follows:

ARTICLE 1 - ENGAGEMENT of the SUBCONTRACTOR

MAHB hereby engages the Subcontractor and the Subcontractor hereby accept the engagement to perform services in connection with the preparation and completion of the tasks specified in the Department of Public Health approved scope of work/work plan.

MAHB may terminate this Agreement for non-performance of the services required under this Agreement including the progress of work for such services.

Upon receipt of written notification from the MAHB to the Subcontractor that the Agreement or any portion thereof is to be terminated, the Subcontractor shall immediately cease operations on the work stipulated, and assemble all material that has been prepared, developed, furnished or obtained under the terms of the Agreement that may be in the possession or custody of the Subcontractor and shall transmit the same to MAHB on or before the fifteenth (15th) day following the receipt of the written notice of termination together with his/her evaluation of the cost of the work performed. The Subcontractor shall be entitled to complete payment for any satisfactorily completed uncompensated work performed prior to such notice and for the cost of assembling the material to be transmitted to MAHB.

In the event that there is a disagreement between the Subcontractor and MAHB, the terms of this Agreement for Services shall control.

The funding for the services is provided by a grant from the Massachusetts Department of Public Health and the agreement is wholly dependent on the availability of funds from this source.

ARTICLE 2 - SERVICES of the SUBCONTRACTOR

The Subcontractor shall perform professional services in accordance with Attachment A of this Agreement.

The Subcontractor shall serve as the professional representative of MAHB during the project and will consult with and advise MAHB during the performance of the specific services.

Subcontractor shall receive prior approval from the MAHB for any expenditure not specifically provided for in this Agreement, which is thought to be billable. The Subcontractors are advised that any work undertaken within the terms and provisions of this Agreement shall be with the full knowledge and consent of MAHB and any work performed without the prior written agreement of MAHB, shall not be considered as work under this Agreement and payment for such work will not be allowed.

The Subcontractor shall complete all work as specified in Attachment A: the Scope of Work/work plan, to be provided by the Massachusetts Department of Public Health for FY17.

ARTICLE 3 – TIME of PERFORMANCE

The time period covered under this agreement is July 1, 2016 through June 30, 2017. This Agreement may be extended by mutual consent of the parties.

ARTICLE 4 - RESPONSIBILITIES of MAHB

The MAHB shall make available to the Subcontractor copies of all available information pertinent to the deliverables from DPH and CDC, including any background information.

ARTICLE 5 - PAYMENTS to the SUBCONTRACTOR

The Subcontractor will receive 50% of the total funds as an up-front payment upon MAHB's receipt of funds from DPH and signature of this agreement by both parties. Release of an additional 40% will be contingent upon a report of the first half year's expenditures which is due no later than fifteen (15) days after the close of the period. The release of the 40% could be held up if the mid-year report is not complete, or if there is any suspected misuse of funds, or other identified issues. Should there be any issues the Subcontractor will be contacted to work on issue resolution. Detailed copies of direct cost invoices must be provided. MAHB will provide a suggested template for reporting. Any alternative reporting method is contingent on MAHB approval.

The remaining balance of 10% will be released upon the final report of expenditures, due twenty (20) days after the close of the contract agreement. Any unused funds must be returned to MAHB within 20 days of the contract agreement end date of June 30, 2017.

All records must be available for review by staff or agents of MAHB. This award is supported by federal funds (CFDA #93.069 & #93.074 & #93.889 and therefore your Agency is required to adhere to the auditing requirements in the OMB Uniform Guidance (formally OMB Circular A-133 requirements). For that reason, we encourage you to notify your Certified Public Accountant of this award. Please be advised that expenditure of these funds must be in compliance with all state and federal guidance regarding allowable costs and the MDPH deliverables for BP5, and must be obligated by June 30, 2017.

The amount to be paid to the Subcontractor under this Agreement shall in no event exceed \$139,987.00. If additional funds become available, the budget may be amended, as described in Article 8.

ARTICLE 6 - OWNERSHIP OF WORK PRODUCT

All "Work Product" is public information. "Work Product" consists of all reports, notes, plans, and other information prepared by the Subcontractor for delivery to MAHB. No material prepared in whole or in part under this Agreement shall be subject to copyright.

ARTICLE 7 - SEVERABILITY & APPLICABLE LAW

In the event that any provision of this Agreement shall be deemed invalid, unreasonable or unenforceable by any court of relevant jurisdiction, such provision shall be stricken from the Agreement or modified so as to render it reasonable, and the remaining provisions of this Agreement, or the modified provision as provided above, shall continue in full force and effect and be binding upon the parties so long as such remaining or modified provisions reflect the intent of the parties as of the date of this Agreement. This Agreement shall be construed in accordance with the laws of the Commonwealth of Massachusetts.

ARTICLE 8 - AMENDMENTS

No amendment to this Agreement shall be effective unless it is in writing, signed by the duly authorized representatives of all parties, and complies with the provisions of this Agreement, and all other regulations and requirements of law.

ARTICLE 9 - ASSIGNABILITY

The Subcontractor shall not assign any interest in this Agreement, and shall not transfer any interest in the same, without prior written consent of MAHB. No subcontract may be awarded by the Subcontractor, the purpose of which is to fulfill in whole or in part the services required herein, without said written consent of MAHB.

ARTICLE 10 - CONFLICT OF INTEREST

No officer, employee, agent, or member of MAHB or the Subcontractor shall participate in any decision or service relating to this Agreement, which affects the personal interest of such officer, employee, agent, or member of MAHB or the Subcontractor, whether such interest is direct or indirect. MAHB and the Subcontractor shall take all reasonable actions necessary to ensure that their officers, employees, agents, and members of their governing bodies are aware of the requirements, and comply with the provisions of Massachusetts General Laws, Chapter 268A, the so-called Conflict of Interest Law.

ARTICLE 11 – NON DISCRIMINATION

The Subcontractor shall not discriminate against any person because of race, age, handicap, sex, creed, color, religion, national origin, or sexual orientation.

ARTICLE 12 – INDEMNITY

a. To the fullest extent permitted by law, the Subcontractor shall defend, indemnify, and save harmless MAHB and all of its agents and employees from and against all demands, claims,

damages, liabilities, losses, costs, and expenses (including, but not limited to, reasonable attorney fees) (referred to collectively as “demands”) arising out of or resulting from any work performed pursuant to this Agreement including but not limited to any negligent acts, errors, or omissions of the Subcontractor, any sub-consultant used by the Subcontractor, or any person directly or indirectly employed by any of them, or by a defect of a product or design supplied by the Subcontractor or sub-consultant. Such obligation shall not negate, abridge, or reduce in any way any additional indemnification rights of the MAHB, that otherwise may exist under statute or in law or equity.

b. Subcontractor assumes full responsibility for relations with any sub-consultants employed directly or indirectly by the Subcontractor and the Subcontractor shall defend, indemnify, and save harmless MAHB from all demands made against the MAHB by such sub-consultant, such sub-consultant’s agent or employee, or any person, as the result of such Subcontractor’s work performed pursuant to this Agreement including but not limited to negligent acts, errors, or omissions that arise out of, result from, or are connected with the performance of this Agreement or any subsequent Agreement and is not otherwise subject to indemnifications under subparagraph “a” above.

c. The Subcontractor shall defend, indemnify, and hold harmless the MAHB from any and all demands relating to wages, overtime compensation, or other employee benefits by employees employed directly or indirectly by the Subcontractor for work performed in connection with the work hereunder or required by state or federal law, including but not limited to Fair Labor Standards Act and Massachusetts Prevailing Wage Law.

d. The indemnification obligations of the Subcontractor and Subconsultant shall not be limited in any way by any limitations on the amount or type of damages, compensations, or benefits payable by or for the Subcontractor or Subconsultant under any federal or state law.

e. In the event of a breach of this Agreement by the Subcontractor, the Subcontractor shall pay the MAHB all reasonable attorney fees, costs and other litigation expenses incurred by the MAHB in enforcing its rights as a result of said breach in addition to any damages for said breach.

ARTICLE 13 – INSURANCE REQUIREMENTS

The Subcontractor is expected to carry suitable levels of insurance for the type of services rendered. The Subcontractor shall provide the MAHB with a copy of their insurance certificate at the time of contract execution, if requested.

ARTICLE 14 - COMPLIANCE with DPH OPEM REQUIREMENTS

- a. The Subcontractor will be held accountable to applicable Commonwealth terms and conditions.
- b. The Subcontractor will submit a “fixed asset report” to MAHB and comply with fixed asset reporting dates. See the Massachusetts Department of Public Health Office of Preparedness

and Emergency Management Grants Manual for Budget Period 5 for the definition of "fixed assets".

- c. The Subcontractor acknowledges that funds will be used solely to support permissible activities as described in the deliverables and other guidance issued by the Massachusetts Department of Public Health Office of Preparedness and Emergency Management.

ARTICLE 15 – CONFIDENTIALITY STATEMENT

The Subcontractor hereby acknowledges that much of the information collected and evaluated under the contract's scope of services may be considered confidential information that is law enforcement sensitive or otherwise important to Commonwealth or national security interests. Confidential information may include but is not limited to the following: threat, risk and needs assessment information; emergency preparedness information; security and safety plan information; and information pertaining to demographics, transportation, public health, industrial, utility and other critical infrastructure. The Subcontractor acknowledges that he will not, at anytime, whether during the term of the contract or thereafter, disclose to any person, except as required or contemplated by the contract's scope of services, any confidential information of any kind acquired by him in connection with the performance of the contract, except as permitted by prior written consent of the Massachusetts Department of Public Health.

Consultants and contractors are advised that all written documents are subject to the Commonwealth of Massachusetts Public Records Law G.L. c. 4 § 7.

ARTICLE 16 - ENTIRE UNDERSTANDING

This Agreement, together with all documents included by reference herein, represents the entire understanding of the parties, and neither party is relying upon any representation not contained herein.

IN WITNESS THEREOF, the parties hereby execute this Agreement as of the date above written:

For the Subcontractor

Title County Commissioners

Date _____

For the MASSACHUSETTS ASSOCIATION OF HEALTH BOARDS:

Marcia Benes

Marcia Benes, Executive Director

September 1, 2016

Date



The Town of Barnstable

Office of Town Manager

367 Main Street, Hyannis, MA 02601

Office: 508.862.4610

Fax: 508.790.6226

www.town.barnstable.ma.us

Citizens' Resource Line: 508.862.4925



Mark S. Ells, Town Manager

mark.ells@town.barnstable.ma.us

Memorandum of Agreement Between

Barnstable County through
Cape Cod Commission
3225 Main Street
Barnstable, MA 02630

and

Town Manager of behalf of
Town of Barnstable
367 Main Street
Hyannis, MA 02601

This Memorandum of Agreement (Agreement) is entered into this _____ day of _____, 2016 by and between Barnstable County, acting by and through the Cape Cod Commission (hereafter referred to as the "Commission") and the Town Manager on behalf of the Town of Barnstable (hereafter referred to as the "Town.")

WHEREAS, the Commission has received funding from the Department of Housing and Community Development to provide technical assistance to local communities under the provisions of Chapter 205 of the Acts of 2006, as amended, and

WHEREAS, the Town has requested technical assistance to support several Hyannis area projects including the Iyannough Road Regional Retail Center Redevelopment Incentive Project and Downtown Hyannis Growth Incentive Zone Modification Project,

NOW THEREFORE, the Town enters into this Memorandum of Agreement with the Commission.

1. RESPONSIBILITIES OF THE TOWN

- A) The Town has requested technical assistance from the Commission in accordance with its letter dated January 18, 2016 incorporated herein by reference.
- B) The Town agrees to work with the Commission as per the attached Scope of Work (Attachment A.)

2. RESPONSIBILITIES OF THE COMMISSION

Upon execution of this agreement, the Commission agrees to provide the Town with the technical assistance in Attachment A at an estimated cost of \$70,284. Funding for this technical assistance is provided by the Department of Housing and Community Development and the Cape Cod Commission.

3. DURATION

- A) This Memorandum of Agreement shall be effective until December 31, 2016 unless an extension in time is agreed to in writing by both parties.
- B) Either the Town or the Commission may terminate this Agreement by written notice to the other party, if the other party substantially fails to fulfill its obligations hereunder through no fault of the terminating party, or if

the other party violates or breaches any of the provisions of this Agreement. Such notice shall be delivered by certified mail at least thirty (30) days before such effective date. In the event of such termination or suspension of this Agreement, the Commission shall provide the Town with all completed deliverables as of the date of the termination

4. AMENDMENT

This Agreement may be amended as mutually agreed by both parties in writing.

5. SIGNATORY AUTHORIZATION

The respective signatories hereto represent and warrant that they are duly authorized to execute this Agreement on behalf of the public entity on whose behalf they have signed this Agreement, and that all substantive and procedural preconditions to their effective execution of this Agreement on behalf of said public entities have been satisfied.

6. INTEGRATED INSTRUMENT

This Agreement shall take effect as an integrated instrument.

IN WITNESS WHEREOF, the TOWN and the COMMISSION execute this Agreement this _____ day of _____ in the year two thousand and sixteen.

BARNSTABLE COUNTY COMMISSIONERS

TOWN OF BARNSTABLE

Mary Pat Flynn, Chair



Mark Ellis, Town Manager

Sheila Lyons, Vice-Chair

Date

Leo Cakounes, Commissioner

Date

CAPE COD COMMISSION



Paul Niedzwiecki, Executive Director

Date

ATTACHMENT A SCOPE OF WORK

BACKGROUND

In the fall of 2012, the Town of Barnstable, Growth Management Department, requested technical assistance from the Cape Cod Commission (the "Commission") to develop a short-term redevelopment strategy and long-term concept plan for the four major retail centers along Iyannough Road (Cape Cod Mall, Capetown Plaza, Festival Plaza, and Southwind Plaza). This phase of the project was completed in the spring of 2013.

In May 2013, Growth Management requested further assistance in reviewing the town's existing zoning and outlining suggested changes that would facilitate redevelopment in the study area. This project was completed and a report delivered to Growth Management on December 31, 2013. While the 2013 study resulted in some specific recommendations for changes to both Commission regulatory review thresholds and local zoning, the recommendations developed by Commission and town staff were not adopted.

In January 2014, the Growth Management Department requested continued support in finalizing the zoning for the study area. This third phase of the project was commenced but was not completed.

On March 30, 2015 the Commission received a written request from the Barnstable Town Council for the Commission to work in cooperation with the Growth Management Department to further study the four retail centers on Rt. 132. The Commission agreed to undertake this effort as a DLTA project, and recommended expanding the planning project beyond the Route 132 retail malls to include the Downtown Hyannis Growth Incentive Zone (GIZ) and residential neighborhoods connecting the GIZ to the Route 132 area. The 2015 effort will continue into 2016 and involves 3 representatives from the Barnstable Town Council, a former Town Councilor, the Town Manager, and the town's Growth Management staff. It is expected that the addition of elected representatives, staff representation from the 'corner office', the expansion of the study area, a more robust stakeholder process, and the incorporation of a mandatory review and re-designation of the Downtown Hyannis GIZ will result in a more comprehensive and results-oriented outcome than prior efforts. In November of 2015, the Commission voted to extend the duration of the GIZ (which was set to expire in April of 2016) to October 6, 2017. This project will identify potential changes in GIZ boundaries and regulations in advance of a further GIZ extension before October of 2017.

GOALS & OBJECTIVES

The overall goals of this project are to:

Collect data and information, including prior work products, planimetric data, and develop a 3D GIS framework to support analysis of the Study Area;

Promote infill and redevelopment to improve overall site design, function and community character;

Stimulate the redevelopment of the four major retail centers along Iyannough Road (aka Route 132) to increase economic opportunity and the Town's non-residential tax base;

Identify potential boundary and regulatory changes for the Downtown Hyannis GIZ to improve the economic performance of the GIZ and attract additional residential development hosting a range of household sizes and incomes;

Improve connectivity of residential areas with employment opportunities, shopping and services, including vehicular and non-vehicular access.

STUDY AREA:

The study area is roughly bounded by Route 6 to the north, the Barnstable town line to the east, Nantucket Sound to the south, and the Hyannis/Centerville Village line to the west. The study will focus on Route 132 including but not limited to the Cape Cod Mall, Capetown Plaza, Festival Plaza, and Southwind Plaza; the Downtown Hyannis Growth Incentive Zone; and residential neighborhoods surrounding the GIZ and within the Route 132 area.

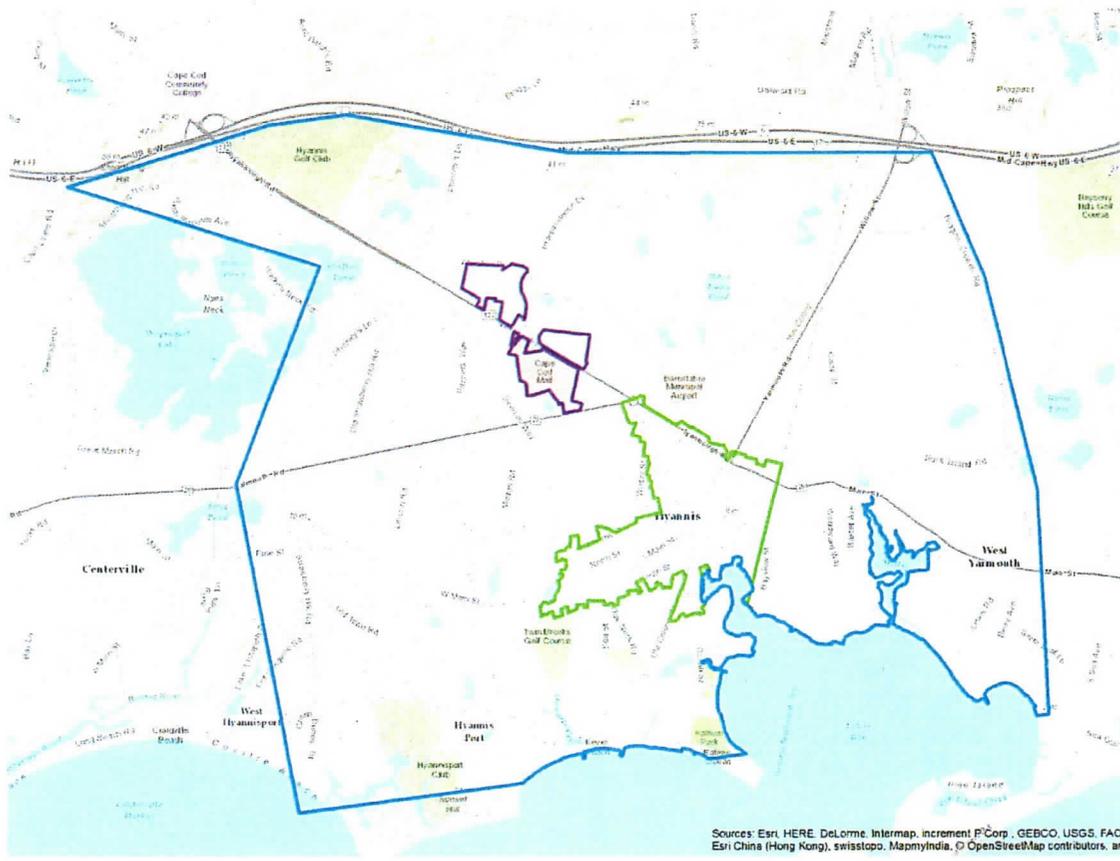


Figure 1. Hyannis project study area. the four retail plazas are outlined in purple; the growth incentive zone is green; the full study area is outlined in blue.

The expanded study area recognizes the importance of connections to the Hyannis Harbor ferries to the islands, the Barnstable Municipal Airport, the Cape Cod Hospital and ambulance routes to and from Route 6, the Hyannis Regional Transportation Center, and other features that make this area the regional hub of Cape Cod.

Project Working Group participants include:

- Jo Anne Miller Buntich, Town of Barnstable, Director, Growth Management Department (GMD)
- Elizabeth Jenkins, Town of Barnstable, Regulatory/Design Review Planner, GMD
- Mike Trovato, Town of Barnstable, Economic Development Specialist, GMD
- Paul Niedzwiecki, Cape Cod Commission (CCC), Executive Director
- Kristy Senatori, CCC, Deputy Director
- Patty Daley, CCC, Deputy Director
- Heather Harper, CCC, Community Design / Affordable Housing Specialist
- Stephanie Houghton, CCC Special Projects Coordinator
- Leslie Richardson, CCC, Chief Economic Development Officer
- Sharon Rooney, CCC, Chief Planner
- Chloe Schaefer, CCC, Community Design Planner
- Anne Reynolds, CCC, GIS Manager
- Heather Cormier, CCC, GIS Analyst
- David Still, CCC Communications Coordinator

Advisory Committee participants include:

- Jessica Rapp-Grassetti, Barnstable Town Council (BTC) President, Precinct 7
- Jen Cullum, BTC, Precinct 13

Eric Steinhilber, BTC, Precinct 2
John Flores, BTC, Precinct 1
Ann Canedy, Former BTC, Precinct 1
Mark Ells, Town of Barnstable, Town Manager

The Advisory Committee met regularly in 2015 to establish project boundaries and the project's scope and goals. The Advisory Committee reviewed staff work product and advised staff on future tasks and efforts to complete the project. The Advisory Committee will continue to meet regularly to advise staff on program efforts in the second half of 2016. Staff and Advisory Committee members have been discussing a framework for the stakeholder outreach process. Community engagement will be a large component of the project in 2016, and a significant portion of time was spent on determining: a) who to include; b) what we would like to learn from the stakeholder engagement process; c) what questions to ask; and, d) how can we objectively characterize different 'place types' using GIS data. This last component is necessary because we expect different places to have different responses to stakeholder questions, so objectively defining these locations will lead to inclusivity of the process. As a result of these mapping projects and discussions, the following stakeholders were identified for outreach.

Anticipated affinity groups to participate in focus groups include those involved in:

Transportation/Parking
Economic Development
Public Safety
Infrastructure
Housing
Commercial Realtors
Developers
Village Associations
Institutional Users
Industrial Users
Faith Based Organizations
Large Land Users
Marine Economy
Residential Neighborhood Groups

Affinity group members and neighborhood representatives will be invited to participate in focus groups to collect their thoughts about, and vision for, Route 132, Downtown Hyannis, and the greater Hyannis area. From these focus groups, individuals with a diverse array of concerns, interests and ideas will be chosen to participate in an on-going stakeholder process to inform project analysis, outputs, conclusions and recommendations.

Stakeholder outreach is a component of each enumerated task below.

TASK 1: IDENTIFY IMPEDIMENTS TO REDEVELOPMENT

TASK 1.1 – PUBLIC SECTOR IMPEDIMENTS

The Commission, with guidance and feedback from the Project Working Group, Advisory Committee and stakeholders, will identify impediments to development posed by the current zoning code, setbacks, parking requirements, wastewater limitations, and road conditions as well as further analysis of the airport lease for the Capetown Plaza and relevant federal and state agency limitations.

TASK 2.2 – PRIVATE SECTOR IMPEDIMENTS

The Commission, with guidance and feedback from the Project Working Group, Advisory Committee and stakeholders, will research private sector impediments to redevelopment such as building ownership, lease agreements, connections

to other retail centers, potential for parcel aggregation, walkability and pedestrian access, as well as national and Cape Cod market trends.

Deliverable:

Summary of findings and their implications for future redevelopment

TASK 2: EVALUATE REDEVELOPMENT CONCEPTS

TASK 2.1 – EXISTING CONDITIONS ANALYSIS

In 2015, the Commission completed a baseline assessment of the four retail center properties using in-house models to look at fiscal impact¹, transportation impacts, and estimated private sector return on investment² were it constructed today. This work will be expanded to include other appropriate segments of the Study Area to allow a comparison of existing development and desired redevelopment in terms of its benefit to the Town. Potential benefits are increased tax revenue net of public services provided and job creation. A 3D GIS analysis of existing development will be developed to create visuals to communicate the differences between existing development and the visual/physical impacts of development potential that would be allowed by potential zoning changes.

The fiscal impact assessment will require updated data from the Town on the cost of public services and may require assessor's data.

TASK 2.2 – ALTERNATIVES ANALYSIS

The Commission, with guidance and feedback from the Project Working Group, Advisory Committee and stakeholders, will continue to develop alternative development scenarios for the four retail centers based on discussions with the current property owners/managers and the work done by the Commission in the prior phases of this project. The Commission will then estimate the fiscal impact, transportation impacts, and private sector return on investment for alternative redevelopment scenarios, including potential integration of mixed use and housing development. The possible impact of these alternatives on Hyannis Main Street as currently zoned and under potential zoning changes will be explored in the context of the recently completed regional market analysis. The alternative scenarios will be compared to what exists today in terms of potential net fiscal impact, transportation impacts, estimated market value and financial feasibility, job creation, and building height, location within setbacks and density.

TASK 2.3 – CONCEPTUAL SITE PLANS

The Commission will prepare conceptual site plans and massing perspectives for the alternatives that appear most viable for each retail mall site and other commercial and residential areas within the Study Area. Residential redevelopment options will include multifamily, mixed use, and rental and ownership options for a mix of household incomes and sizes. These visualizations will be presented to the Advisory Committee for their feedback.

Deliverable:

Evaluation Summary and Visualizations

¹ A fiscal impact analysis looks only at the property tax revenue a location generates minus the cost of local public services required to serve that location thus giving the net fiscal impact to the town government. Fiscal impact analyses do not estimate job creation or multiplier effects on the local economy or impacts on other businesses.

² The private sector return on investment estimates are calculated by building type using data included in the Envision Tomorrow scenario planning tool developed for Cape Cod.

TASK 3: ZONING PROPOSAL FOR ROUTE 132 CORRIDOR

TASK 3.1 – REVISE ZONING OUTLINE

The Commission, with guidance and feedback from the Project Working Group, Advisory Committee and stakeholders, will revise the zoning suggestions delivered to the Town in December 2013 taking into account the findings and recommendations in Tasks 1 & 2. Regulatory changes will be aimed at improving site design, function and community character.

TASK 3.2 – WORKSHOP WITH ADVISORY COMMITTEE

The Commission will conduct a hands-on workshop to demonstrate how the recommended changes in the zoning outline would work. The Commission will revise the zoning outline as necessary given the results of the workshop.

TASK 4: EVALUATE AND REAUTHORIZE GIZ

The Commission, with guidance and feedback from the Project Working Group, Advisory Committee and stakeholders, will analyze new development and redevelopment in the Downtown Hyannis GIZ and identify areas where the town may consider changes in boundaries, rules and regulations to improve economic performance, mix of uses, and rate of redevelopment of the GIZ. The Commission will also evaluate the potential reauthorization of the GIZ.

FINAL REPORT AND PRESENTATION

Prepare a final report that includes the impediments to redevelopment (Task 1), the feasibility and fiscal impact of redevelopment options (Task 2), the zoning outline and conceptual renderings (Task 3) and the GIZ evaluation (Task 4).

Deliverables

Final Report and presentation to the Barnstable Town Council.

SCHEDULE

Task	Month 1	Month 2	Month 3	Month 4	Month 5
1 Identify Impediments to Redevelopment	X	X			
2 Evaluate Redevelopment Concepts			X	X	
3 Zoning Proposal				X	X
4 Evaluate GIZ				X	X
Final Report and presentation					X