

AGENDA PACKET

11/08/17 BOARD OF REGIONAL COMMISSIONERS REGULAR MEETING

AGENDA ITEM 6a

Presentation from the Cape Cod Commercial Fishermen's Alliance on and discussion regarding the creation of a buffer zone for midwater trawling for herring off the Cape Cod coastline



Moving Midwater Trawlers Offshore

“Letting a fishery of this magnitude into the inshore area to take that biomass of food out of the ecosystem when there are so many species that are in rebuilding stages is excessive.”

“The main sustenance for many of the fish we catch is herring. Midwater trawlers are too efficient; the fish don’t have a chance. When they fish close to shore, they take away the food, and the fish we target leave our waters.”

Fishermen’s Commentary

Taken from letters submitted by commercial fishermen to the New England Fishery Management Council.

GIANT GEAR, GIANT CONSEQUENCES

Sea herring are an important source of food for whales, birds and larger fish. The industrial midwater trawl fleet that targets herring often fishes close to shore. These industrial-scale ships are easily recognized because they usually fish in pairs, towing a small-mesh net the size of a football field between them that catches everything in its path.

Problem 1: Bycatch

While these vessels fish for sea herring, they indiscriminately catch other fish, including striped bass, juvenile haddock, river herring and sometimes even marine mammals. This is called bycatch, and it either gets dumped overboard dead, or mixed in with herring sold as bait.

Problem 2: Fishery Impacts

When midwater trawlers remove entire schools of herring from nearshore areas, cod, tuna, and other fish have to move offshore in search of food. Not only does this disrupt the entire marine food chain, but it leaves small-boat fishermen with nothing to bring to shore for our dinner plates.

Our Solution

We want these boats to move farther offshore and protect Cape Cod’s fish, bird and marine animal populations. Then, there will be abundant herring in our coastal waters for other fish to eat, and our small-boat, coastal fisheries can thrive.



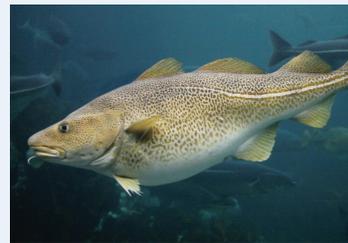
Atlantic Bluefin Tuna

These impressive predators migrate thousands of miles across the Atlantic Ocean to feed on schools of herring in Cape Cod’s coastal waters. When the midwater trawlers clean out inshore areas of herring, the tuna leave to find food elsewhere.



Juvenile Haddock

Young haddock are the same size as herring and are common bycatch for midwater trawlers. When midwater trawlers catch baby haddock, they take away from haddock fishermen’s future ability to make a living.



Atlantic Cod

Lack of herring could also be impacting the ability of cod and other groundfish to rebuild their populations. For cod populations to increase, they’ll need abundant food. If there are no forage fish for codfish to eat in inshore waters, they may never return there.



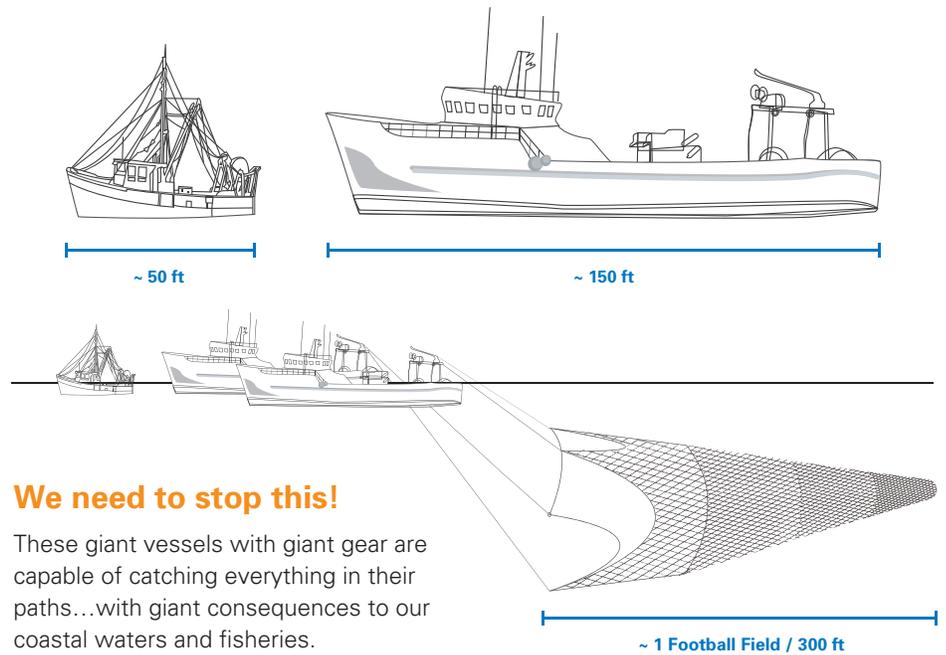
Striped Bass

Commercial and recreational fishermen have reported many malnourished stripers in recent years. Stomach contents that used to be full of herring are now empty, and fishermen are concerned.

What is the solution?

- Establish a buffer zone along the backside of Cape Cod to eliminate large-scale industrial herring fishing in nearshore waters.
- In 2007, the New England Fishery Management Council created a buffer zone prohibiting industrial midwater trawling for herring in the inshore waters of the Gulf of Maine for nine months each year. Marine life has rebounded dramatically because of this buffer zone.

Local Trawler vs. Midwater Trawler



We need to stop this!

These giant vessels with giant gear are capable of catching everything in their paths...with giant consequences to our coastal waters and fisheries.



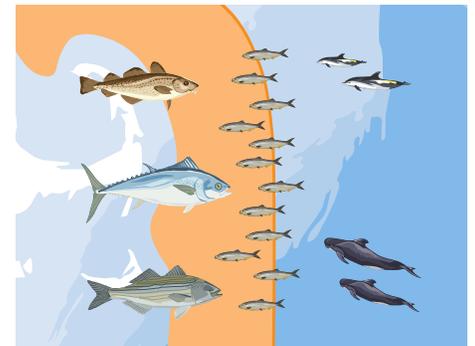
Midwater trawlers remove forage fish, leaving little for other animals to eat.

A healthy, balanced ecosystem is supported by an abundance of bait fish such as herring.



Small-boat fishermen are working hard to create buffer zones to prevent this.

These areas would be "no-midwater-trawl zones," closed to industrial fishing operations, but open to small-boat fishermen.



Pushing the midwater trawl fleet offshore will help Cape Cod return to a healthy ecosystem.

This is an important step in improving Cape Cod's marine life and rebuilding inshore fisheries.



1566 Main Street, Chatham, MA 02633
508.945.2432 info@capecodfishermen.org
www.capecodfishermen.org

GET INVOLVED!

Help protect herring in our coastal waters so other fish have food to eat and our small-boat fisheries can thrive.

Join our fight to push the midwater trawl fleet offshore. This is critical to the future of all fisheries; now is the time to get out there and tell the Council and NOAA Fisheries how important this is.

Contact the Fishermen's Alliance about upcoming meetings, opportunities for comments and public hearings at 508.945.2432 or email info@capecodfishermen.org

Cape Cod calls on council to protect Atlantic herring

By Doreen Leggett

doreen@capecodfishermen.org

Kurt Martin was in the Time Bandit off Nauset Beach in Orleans when he saw two midwater trawls fishing in the distance. The 150-foot boats moved methodically, steaming about a quarter mile apart, towing an enormous net between them that can rake up a school of a million or more Atlantic Herring in one pass.

Not too long after, Martin saw a dead humpback whale floating in the water. Not a mark on it.

The cause of death was never determined, but Martin, and others who make their living on the sea, have strong suspicions it was trapped underwater. The nets are as long as football fields after all, and humpbacks aren't fish.

"It drowned," he said.

Martin, a highly-regarded lobsterman, is so frustrated with the industrial trawlers' presence just off the Cape that he refuses to

even buy herring as bait for his lobster traps. He uses sea robins, menhaden and skate.

Dead whales are not Martin's only concern. He and many other fishermen have a litany of issues with the giant vessels that lay waste to the nearshore ecosystem.

Because the boats remove so many bait fish, other species that feed on them – cod, haddock, tuna – disappear as well. The effects of the paired trawlers also reverberate far inland. Hundreds of thousands of river herring trying to return to our towns' traditional alewife runs and ponds are caught as bycatch in the maws of trawlers, threatening an already fragile population, undermining town investments and the work of scores of volunteers trying to bring the herring runs back to life.

To help fix what has become a broken food chain, The Cape Cod Commercial Fisherman's Alliance is working to establish a buffer zone along the backside of the Cape to push large-scale trawlers offshore. The trawlers wouldn't be banned. They would just fish farther away.

"They can go fish anywhere they want; they have 150-foot boats. I've got a 34-foot boat; I can't go 150 miles offshore to catch tuna. I gotta be close to shore," said Bruce Peters, of Orleans, who fishes for blue tuna and striped bass as captain of the Marilyn S.

Pushing the fleet farther from the shore would reverse the trend of fewer and fewer herring locally, but still allow industrial trawlers to catch the limits allowed by law.

“Herring are one of several very important bait fish, and fishermen on the Cape have been concerned for more than a decade that there has been a steady decline,” said John Pappalardo, CEO of the Fishermen’s Alliance.

Ted Ligenza, the captain of the Reine Marie, has been concerned since the 1990s. He was out fishing Great Hill, off Chatham, when he saw the big trawlers for the first time. He remembers looking down at his fish finder.

“There was dogfish, herring, codfish, and pollock on my sounding machine,” the Chatham resident said. “The whole sounding machine had fish on it, from bottom to top.”

Ligenza is one of the few fishermen who still uses hooks and a handline to catch fish. His hooks float just above the ocean floor so he thought that he would be able to fish the area after the big boats pulled out. They were towing nets and the bottom was more than a 100-feet below the surface.

Ligenza was wrong. There was nothing left when mid-water trawlers left.

“I was soon to learn that if they were towing, nothing would be there. They are basically catching everything ... We didn’t realize how bad it was going to be,” he said.

In the coming months, Council members have the opportunity to fix the problem. They will be discussing “Amendment 8” to the Atlantic Herring Fishing Management Plan. For the first time in management history, new rules could require managers to account for the role of herring in the entire ecosystem. The plan is also supposed to address so-called “localized depletion,” a major worry on the Cape.

Council members are looking at managing fish by seeing how they fit into the overall puzzle of the natural world, not only as catch for human use.

That works for Peters. Scientists should find out what tuna, cod, stripers, even migrating terns need. “Once you figure out that allotment, then dole out what man needs,” Peters said.

Buffer zones have worked before. In 2007, the Council created a no-fish zone for mid-water trawlers in the inshore waters of the Gulf of Maine. That nine-month prohibition has allowed marine life to rebound dramatically.

Ligenza is confident that if the trawlers were pushed farther offshore, local waters would begin to recover. The Fishermen’s Alliance agrees.

“We have options and opportunities,” said Pappalardo. “We are in a good place.”

Ligenza appreciates the optimism, and hopes we will give the herring a chance to come back to the near shore. He has a fishing career that spans 40 years and the thing that bothers

him most about the trawlers is they may have denied others a chance to make their living on the water.

“The saddest thing is I have a 35-year-old son who loves to fish,” he said.



Cape Cod and Islands Selectmen & Councilors Association

Representing 22 Municipalities & 105 Elected Officials

Thomas A. Nies, Executive Director
New England Fishery Management Council
50 Water Street, Mill #2
Newburyport, MA 01950
Fax: (978) 465-3116

October 20, 2017

Attn: Localized Depletion/User Conflict Alternative, Atlantic Herring FMP

Dear Mr. Nies,

Thank you for the opportunity to comment on Amendment 8 to the Atlantic herring fishery management plan. I am writing on behalf of the Cape Cod Selectmen and Councilors Association, where we represent 105 elected officials across 22 municipalities across Cape Cod and the Islands. Combined, our officials represent the more than 215,000 people who reside here year round. Our organization meets to discuss the issues that impact our entire region, and today, that issue is the impacts caused by midwater trawlers.

The Cape has a profound historical and cultural connection to the commercial and recreational fishing in all of its forms. From Provincetown to Falmouth harbor, small commercial, private, and charter boats leave the harbor to participate in fisheries such as tuna, cod, haddock, and striped. In our coastal waters, we have a robust shellfish industry that is jointly managed by the state and towns, to the benefit of the region and the nation. Onshore, for nearly four centuries, the people of Cape Cod have harvested alewives and bluebacks from rivers during their runs.

But now these fisheries are troubled because of the localized depletion of herring species caused by midwater trawlers. As midwater trawlers come close to shore to harvest their targeting Atlantic Herring, they remove entire concentrations of fish, including river herring. Without a stable, healthy base of forage fish on which to prey, predator species move further offshore, and so must fishermen to catch them. What's more, as increasing amounts bycatch of river herring is authorized, the populations of fish that the towns have spent so many hours and dollars on restoration to bring back, are declining. We have been burdened (and responded to) the problem

that midwater trawls are causing, but restoration efforts and fishing moratoria are not enough. On the Santuit River in Mashpee, the estimated run size in 2011 was 143,262 herring. In 2016, it was 41,256. On Mill Creek in Sandwich, so few fish have been recorded since 2011 that a run size cannot be estimated. We have 23 monitored herring runs on Cape, with several more on the islands, and declining runs are a story across town lines. We implore the Council to make the right decision and take action to implement a buffer zone that will move the midwater trawlers further offshore, and give our anadromous species a chance to recover.

We know that this solution can work. The buffer zone implemented 10 years ago off the coast of Maine in Area 1A yielded immensely positive results for forage species. We urge the Council to consider this success as they make a decision that will impact our region here on Cape Cod. Please consider both the local impacts of a buffer zone as it applies to the residents here as well as the regional impacts that will result protecting these valuable forage fish from being decimated so close to our shore. We ask you to please consider input from the public to achieve the best possible outcome.

We look forward to continuing our work to support the Council and the agency to advance these important developments in fisheries management and are eagerly awaiting to your upcoming decision and selection of a preferred alternative that addresses the problems of localized depletion/user conflict.

Sincerely,



Tracy Post

President, Cape Cod Selectmen and Councilor's Association

AGENDA ITEM 6c

Discussion of a Pledge of Ethical and Professional behavior for all Barnstable County elected and appointed officials

**PLEDGE OF ETHICAL AND PROFESSIONAL BEHAVIOR FOR ALL
ELECTED/APPOINTED OFFICIALS IN BARNSTABLE COUNTY**

The following Statement is a voluntary Pledge offered to Elected and Appointed Officials representing Barnstable County Reginal Government.

I _____, as a _____ duly (Appointed)/(Elected) to serve the people for Barnstable County Reginal Government herein acknowledge and pledge to follow, to the best of my abilities, the following guidelines set forth by Barnstable County Commissioners, State Law (where applicable) and standards of Professional behavior.

- Realize that my basic function is to make policy, advise, and function as a Board not an individual.
- Realize that I am one of a team, and should abide by, and carry out, all Board decisions once they are made.
- Be well informed concerning my duties as a Board member as pertains to reviewing all information pertaining to my decision making.
- Remember that I represent the entire community at all times, especially when addressed as a member of Board or Committee.
- Accept the role of a member is a means of unselfish service, not to benefit personally, or politically from the Board activities.

- Abide by the ethics guidelines established by the State and not use the position to obtain inside information on matters that may benefit me or others personally.
- Endeavor to establish sound, clearly defined policies that will direct and support the administration of or the benefit of the staff and residents of the community.
- Recognize and support the administrative chain of command and refuse to act on complaints as an individual outside the administration.
- Respect the authority of those responsible for discharging his or her disposition and/or solutions.
- Not give instructions to anyone as an individual or member of the Board but rather channel all such activities through the full Board.
- Recognize that action at official legal meetings is binding and that I alone cannot bind the Board outside of such meetings.
- Not make statements or promises of how I will vote on matters that will come before the Board until I have had an opportunity to hear the pros and cons of the issue during a Board meeting.
- Uphold the intent of executive session and respect the privileged communication that exists in executive session.
- Make decisions only after all facts on a question have been presented and discussed.

- Refrain from communicating the position of the Board or Committee of which I serve to anyone unless the full Board has previously discussed and voted a position.
- Treat with respect the rights of all members of the Board despite differences of opinion.
- Treat all staff as professionals that respects the abilities, experience, and dignity of each individual.
- When I express my personal position or thoughts on items not in the jurisdiction of my Board or Committee of which I serve, I will not do so not representing the Board or Committee.
- Never publicly criticize an individual employee. Concerns about staff performance should only be made to the proper authority through private conversation.
- Conduct myself in a manner in conjunction with Mass. General Laws governing Open Meeting proceedings.

Signature:

Date:

AGENDA ITEM 6f

Ordinance 17-12, Establishing a District of Critical Planning Concern pursuant to the Cape Cod Commission Act in Eastham, Massachusetts.

BARNSTABLE COUNTY ASSEMBLY OF DELEGATES

In the Year Two Thousand Seventeen

Ordinance 17-12

To establish a District of Critical Planning Concern pursuant to the Cape Cod Commission Act in Eastham, Massachusetts.

BARNSTABLE COUNTY hereby ordains:

Section 1.0 Source of Authority/Qualification

As authorized by Section 10 of the Cape Cod Commission Act, Chapter 716 of the Acts of 1989, as amended, the Cape Cod Commission (“Commission”) hereby proposes the Town of Eastham District, hereinafter described, for designation as a District of Critical Planning Concern (“District” or “DCPC”). The designation of this District was nominated by the Eastham Board of Selectmen.

The proposed Town of Eastham District qualifies under Section 10(a) of the Cape Cod Commission Act for proposed designation as a DCPC due to the presence of significant natural and economic resources or values of regional, statewide, or national significance; and, the presence or proposed establishment of a major capital public facility or area of public investment.

Section 2.0 Effective Date

The District of Critical Concern set forth herein shall be effective following passage as an ordinance and upon recording of the ordinance with the Barnstable County Registry of Deeds.

Section 3.0 Description of the Proposed District

The proposed boundary of the District of Critical Planning Concern (hereinafter “DCPC”) encompasses commercially zoned land in the Town of Eastham, including District C Industrial, District D Retail Sales and Service, and District E Residential/Limited Commercial, and all land within the North Eastham Overlay District bounded on the north by the Eastham/Wellfleet Town boundary, to the south by Old Orchard Road, to the east by the Cape Cod Rail Trail, and to the west by Herring Brook Road and Massasoit Road. The proposed District consists of approximately 280 acres of land area and approximately 2.9 acres of open water. A map of the proposed District is appended to this Decision as Exhibit “B”.

Included within the overall district are approximately 0.46 acres of land owned by the Commonwealth of Massachusetts – Cape Cod Rail Trail, a 10-acre parcel owned by the Town of Eastham, and U.S. Route 6 state highway right-of-way.

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Section 4.0 Types of Districts

The Eastham DCPC is designated for the following types of districts:

1. Economic or Development Resource District
2. Affordable Housing Resource District
3. Transportation Management District

Section 4.1 Reasons for the District's Designation

The area designated as a DCPC by this decision is of critical concern to the region because of the presence of significant natural and economic resources or values of regional, statewide, or national significance; and, the presence or proposed establishment of a major capital public facility or area of public investment.

The potential for uncontrolled or inappropriate development exists within the District. The proposed District is bisected by a four-lane undivided highway with multiple curb cuts and higher traffic volumes than other sections of U.S. Route 6. Permissive commercial zoning and the recent provision of town water to the proposed District have resulted in high-traffic volume commercial development proposals whose layout and design could be improved with adequate regulatory controls. Implementing regulations will allow the Town to provide the regulations desired by the community and ensure that this local economic center will grow in a way that existing infrastructure can support.

The Commission finds that the proposed district will preserve and maintain values and resources intended to be protected by the Act. The Commission specifically finds that controlled development within the proposed Town of Eastham District is important for the protection of coastal water quality; balanced economic growth; the provision of adequate capital facilities, including transportation and water supply; the coordination of the provision of adequate capital facilities with the achievement of other goals; the development of an adequate supply of fair affordable housing; and the preservation of architectural values. The Commission finds that there are planning and regulatory tools available which are likely to be effective in protecting or otherwise meeting the objectives of the District and that current regulatory mechanisms are not in place to control growth and development in a manner that would appropriately manage and protect the resources within the proposed District.

The Commission makes the following additional findings regarding the critical concerns in the proposed District:

4.1.1 Water Resources

The southeasterly portion of the proposed District lies within the contributing area to the Salt Pond sub-embayment, within the Nauset Harbor watershed. According to the Final Massachusetts Estuary Project ("MEP") Technical Report for Nauset Harbor, the Salt Pond sub-embayment watershed requires significant nitrogen removal (i.e. removal of 100% of the septic load). An approved Total Maximum Daily Load ("TMDL") report, currently in progress, will require nitrogen reductions in the Salt Pond sub-embayment. Reductions in nitrogen loading

November 1, 2017

within the watershed could be targeted to both development and redevelopment. Stormwater management retrofits or installations of best management practices (“BMPs”) within the District that treat for nitrogen would reduce nitrogen loading to Salt Pond and greater Nauset watershed. Additionally, minimizing turf (i.e. fertilizer application), impervious surfaces (i.e. generation of stormwater runoff), and inadequately treated wastewater discharges within the Nauset Marsh watershed would help mitigate any increase in nitrogen load to the already-impaired embayments.

4.1.2 Economic Resources

The proposed District is the Town’s core commercial area and is primarily zoned for general business use, which allows a variety of retail, accommodations, and other commercial uses. The Town has invested considerable funds into the proposed District by authorizing the design and construction of a one hundred thirty million dollar (\$130M) public water supply system throughout the Town. This major public investment will provide town water to all properties within the proposed District. New development and redevelopment is now more feasible for many property owners within the proposed District, as evidenced by several recent retail and residential development proposals and permits issued by the Town. The advantage to developing the area in a controlled manner include addressing the impact of future growth on the character of the community.

4.1.3 Provision of Adequate Capital Facilities

The proposed District is bisected by U.S. Route 6, a Federal/State highway that serves as the major travel corridor to the Outer Cape towns of Wellfleet, Truro and Provincetown with average summer daily traffic volumes of approximately 25,000 - 30,000 vehicles/day. Average summer daily traffic volumes on Route 6 at the Wellfleet/Truro town line average 14,000 vehicles/day, and 12,000 vehicles/day at the Truro/Provincetown town line. Summer traffic congestion and safety on Route 6 impacts both residents and visitors daily. The Eastham section of Route 6 consists of a four-lane cross-section with 12-foot vehicle lanes and a 5-foot sidewalk on the west side of the roadway. There are no sidewalks on the east side of the roadway where most of the businesses and numerous curb cuts are located. There are approximately 100 curb cuts along the approximately 2.5-mile section of Route 6 within the proposed District.

The corridor lacks sufficient bicycle and pedestrian accommodations, and has not received upgrades to mitigate traffic volumes, safety issues, and stormwater runoff. As a state highway, Route 6 is under the jurisdiction of the Massachusetts Department of Transportation (“MassDOT”) and the Town lacks the capacity and the regulatory framework to implement comprehensive improvements to the roadway.

In 2015, Eastham Town Meeting authorized the design and construction of a one hundred thirty million dollar (\$130M) public water supply system throughout the Town. This major public investment will provide town water to all properties within the proposed District. New development and redevelopment is now more feasible for many property owners within the proposed District, as evidenced by several recent retail and residential development proposals and permits issued by the Town.

4.1.4 Provision of Adequate Supply of Fair Affordable Housing

The availability of public transit provided by the Cape Cod Regional Transit Authority (“CCRTA”) Flex bus, coupled with the proximity of commercial and retail services along Route 6 and the availability of town water, makes the proposed District an appropriate location for affordable housing. The Town is seeking to diversify its housing stock by promoting mixed-use/village style development. This type of development will provide additional opportunities to accommodate appropriately designed residential units at higher densities, which is a vital component in making the development of affordable housing economically viable within the District.

4.1.5 Preservation of Architectural Values and Appropriate Site Design

In 2014, the Town approved overlay zoning within the proposed District to encourage mixed-use development in a traditional village-style development pattern. The overlay zoning has not yielded any new mixed-use development and the bylaw has not been effective in producing the form and type of development desired by the Town. Permissive commercial zoning and the recent provision of town water to the proposed District have resulted in high-traffic volume commercial development proposals whose impacts, layout and design could be improved with adequate regulatory controls.

Section 5.0 Guidelines for Proposed Implementing Regulations

The following guidelines shall serve as the basis for the future establishment of implementing regulations to be adopted by the Town of Eastham pursuant to Section 11 of the Cape Cod Commission Act. In order for the implementing regulations to be approved, they must be found by the Commission to be consistent with the following guidelines.

Section 5.1 Goals and Interests

The objective of these Guidelines is to ensure protection of the following goals and interests of the District through the establishment of implementing regulations by the Town of Eastham. The goals and interests of the District are to:

Enhance and protect the character of Eastham’s commercial areas.

Encourage mixed-use development.

Support and enhance the local economy in North Eastham.

Improve bicyclist and pedestrian safety and access along the Route 6 corridor.

Minimize traffic conflicts and improve access management throughout the District.

Expand opportunities for creation of affordable housing.

Adopt best management practices to manage nutrients discharged through stormwater within the District.

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Support appropriate-scale businesses, as well as compatible public/private institutional uses and maritime uses.

Section 5.2 Guidelines

5.2.1 The town could consider adopting appropriate site layout and design standards to achieve traditional village style development.

Eastham's underlying zoning regulations, including dimensional requirements discourage the compact development form desired by the town in this area. Allowing smaller lot sizes would encourage creation of a higher density village-style design. Reduced setbacks would facilitate improved site design, by allowing buildings to be closer to the street and encouraging parking to be located behind buildings, thereby promoting village character and pedestrian accessibility

The town could develop design guidelines or standards to encourage building and site design that promotes a mix of uses consistent with traditional village style development. The town could adopt building size limits based on the size and scale of existing structures and traditional village style form.

5.2.2 The town could adopt regulations to encourage creation of a range of affordable housing.

The town could examine existing regulations to encourage a range of appropriately designed affordable housing to meet a range of housing needs.

The town could develop design guidelines or standards to encourage higher density housing consistent with traditional village style residential design.

The town could consider adopting inclusionary zoning that could require new development to provide affordable dwelling units.

The town could consider encouraging creation of affordable accessory units by creating incentives for property owners to add them, such as a by-right allowance.

The Town could review its zoning bylaw and revise it as necessary to incorporate design requirements or guidelines to assist property owners in designing accessory units that would match the existing character of surrounding neighborhoods. Consideration of the adoption of design guidelines could be considered part of a minimum criteria for allowing accessory apartments by-right.

5.2.3 Development and redevelopment in the District could incorporate best management practices (Low Impact Development) to reduce stormwater impacts to resources.

New development and redevelopment may increase stormwater impacts to water resources. The town could adopt Best Management practices that are consistent with model LID bylaws.

Ordinance 17-12: To establish a District of Critical Planning Concern pursuant to the Cape Cod Commission Act in Eastham, Massachusetts.

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5.2.4 Development and redevelopment should promote interconnectivity between properties to improve access for bicyclists, pedestrians, and motorists.

The town could adopt zoning and subdivision regulations to promote shared driveways, reduce curb cuts, and enhance circulation between sites.

5.2.5 The Town may consider working with the Cape Cod Commission and MassDOT to develop a transportation management plan to address the deficiencies on U.S. Route 6, including adequate pedestrian and bicycle accommodations, access management, intersection safety as well as safety along the corridor.

In addition, the transportation management plan will include a Cape Cod Commission corridor study of Route 6 to determine the best type of roadway system for Eastham (e.g., center turn lanes, a boulevard-type design, traffic signals, etc.). The Cape Cod Commission study is expected to be completed in the fall of 2018.

After concept-level plans have been developed and consensus has been reached on the best plan to move forward, the Town of Eastham, the Cape Cod Commission and MassDOT should work together to implement the design plans. The town may then amend or adopt its implementing regulations based on the results of the study.

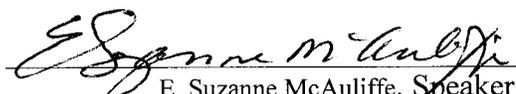
Section 5.4 Review of Developments of Regional Impact (DRI) within the DCPC

The regulations adopted pursuant to these Guidelines in no way alter the process for the referral and review of Developments of Regional Impact according to the Act and Regulations of the Cape Cod Commission.

Section 5.5 Timeframe for Action

The Town of Eastham has one year from the date of the enactment of an ordinance by the Assembly of Delegates establishing the Eastham DCPC to adopt and incorporate implementing regulations that are consistent with the Cape Cod Commission guidelines into its official bylaws, regulations and maps. The Cape Cod Commission may grant an additional ninety-day extension of this time limit and may carry forward implementing regulations on the Town's behalf as provided by Section 11 of the Cape Cod Commission Act.

Adopted by the Assembly of Delegates on November 1, 2017


E. Suzanne McAuliffe, Speaker
Assembly of Delegates

Ordinance 17-12: To establish a District of Critical Planning Concern pursuant to the Cape Cod Commission Act in Eastham, Massachusetts.

November 1, 2017

Approved by the Board of County Commissioners _____ (date), at _____ (time).

Leo Cakounes
Chairman

Mary Pat Flynn
Vice Chairman

Ronald Beaty
Commissioner

AGENDA ITEM 8c

Authorizing the Subordination of a HOME Mortgage for Mary McGrady on real estate located at 30 Mirasol Drive in the Township of Bourne

SUBORDINATION OF MORTGAGE

WHEREAS, Mary McGrady the owner of certain real estate located at 30 Mirasol Drive, Bourne, MA, Barnstable County, Massachusetts and

WHEREAS, Barnstable County is the holder of a mortgage on said premises which mortgage is dated **September 27, 2006** and registered in **Barnstable County Registry of Deeds, Book #21385 Page #59** in the original amount of **\$4,820.00** and

WHEREAS, Mary McGrady has received commitment for mortgage financing from **Citizens Bank, N.A.** in the amount of **\$119,802.00.**

NOW THEREFORE, in consideration of making of said mortgage loan in the amount of **\$119,802.00** 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 **Citizens Bank, N.A.** 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 #21385 Page #59** and do hereby covenant, agree and declare that said mortgage registered in **Barnstable County Registry of Deeds, Book #21385 Page #59** shall be in all respects subject to and subordinate to the new mortgage for **\$119,802.00** which is registered herewith at the Barnstable County Registry of Deeds.

IN WITNESS WHEREOF, Barnstable County has caused its corporate seal to be hereto affixed and these presents to be signed, acknowledged and delivered in its name and behalf by Leo Cakounes, Mary Pat Flynn, and Ron Beaty hereto duly authorized, this **8th day of November, 2017.** The execution of these presents by two Commissioners constitutes a quorum of the Barnstable County Commissioners.

ITS: Barnstable County Commissioners

COMMONWEALTH OF MASSACHUSETTS

BARNSTABLE, ss.

November 8, 2017

On this 8nd day of November 2017, 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:

AGENDA ITEM 8d

Authorizing the execution of documents for a funding proposal to the Massachusetts Department of Public Health and Environment in the amount of \$150,000.00 for the Tobacco Control Program

APPLICATION FOR GRANTS AND SUBSIDIES (PP OBJECT CLASS)

It is the responsibility of the prospective Bidder and awarded Contractor to maintain an active registration in COMMBUYS and to keep current the email address of the Bidder's contact person and prospective contract manager, if awarded a contract, and to monitor that email inbox for communications from the Purchasing Department, including requests for clarification. The Purchasing Department and the Commonwealth assume no responsibility if a prospective Bidder's/awarded Contractor's designated email address is not current, or if technical problems, including those with the prospective Bidder's/awarded Contractor's computer, network or internet service provider (ISP) cause email communications sent to/from the prospective Bidder/Awarded contractor and the Purchasing Department to be lost or rejected by any means including email or spam filtering. To register go to www.COMMBUYS.com.

This BID requires the submission of electronic quotes. **All Bidders are advised to allow adequate time for submission of their quotes by considering potential online impediments like Internet traffic, Internet connection speed, file size, and file volume.** DPH is not responsible for delays encountered by Bidders or their agents, or for a Bidder's local hardware failures, such as computers or related networks, associated with bid compilation or submission. Bids submitted via COMMBUYS are time stamped by the COMMBUYS system clock which is considered the official time of record.

Name/Title of Grant: Municipal Board of Health Tobacco and Public Health Policy Programs

COMMBUYS BID Number: BD-18-1031-BCHAP-BCH01-19365

DPH RFR Document File Number: 190128

1. Description or Purpose of Grant:

The Massachusetts Department of Public Health (MDPH) Bureau of Community Health and Prevention's Massachusetts Tobacco Cessation and Prevention program (MTCP) is issuing this Request for Response (RFR) to invite responses from qualified vendors to implement municipal tobacco and public health programming. Programs and strategies will support MTCP goals and priorities of: reducing the prevalence of tobacco use, preventing youth initiation of tobacco use, reducing exposure to secondhand smoke, and eliminating tobacco-related disparities. This work supports MDPH's mission to prevent illness, injury, and premature death; assure access to high quality public health services; and promote wellness and health equity for all people in the Commonwealth.

The purpose of Municipal Board of Health Tobacco and Public Health Policy Programs is to enact and enforce policies, systems, and environmental changes that reduce tobacco use, protect the public from secondhand smoke, and improve local public health. Primary scope of service components include: a) Tobacco Retail Surveillance and Data Collection; b) Enforcement of Local and State Tobacco Policies; c) Policy Promotion; and d) Program Administration. Interventions will be consistent with best practices around tobacco prevention and control and should focus on policy, systems, and environmental change strategies to reduce the prevalence of tobacco use, prevent youth initiation of smoking, reduce exposure to secondhand smoke, eliminate tobacco-related disparities, and promote health equity.

Only regional planning agencies or regional government councils representing the local board of health or municipalities are eligible to receive these grant funds. Applicants must be located within the Commonwealth of Massachusetts and may apply for funding as a single city or a collaborative/regional program.

MTCP anticipates awarding approximately 10-15 contracts ranging from \$40,000-\$150,000.00 each.

2. Contact Information

Contact Person: Jacqueline Doane

Title: Manager of Community Programs, Massachusetts Tobacco Cessation and Prevention Program
Address: 250 Washington Street, Boston, MA 02108
Telephone #: 617-624-5473
Fax #: 617-624-5921
E-mail or Internet Address: Jacqueline.doane@state.ma.us

3. Applicable Procurement Law

Check Appropriate Box ("X"):	Type of Purchase	Applicable Laws
	Executive Branch Goods and Services	
<input type="checkbox"/>	Goods and Services	MGL c. 7, § 22; c. 30, § 51, § 52; 801 CMR 21.00
<input type="checkbox"/>	Human and Social Services	MGL c. 7, § 22, § 22N; c. 30, § 51, § 52; 801 CMR 21.00; 808 CMR 1.00
<input type="checkbox"/>	Legal Services	MGL c. 30, § 51, § 52 and § 65; c. 7, § 22; and 801 CMR 21.01(2) (b)
<input checked="" type="checkbox"/>	Grants	MGL c. 7A, § 7; St. 1986 c. 206, § 17; 815 CMR 2.00

4. Anticipated Payment Methodology:

Check One ("X"):	Category
<input type="checkbox"/>	Lump Sum
<input checked="" type="checkbox"/>	Periodic Scheduled Installments
<input type="checkbox"/>	Cost Reimbursement
<input type="checkbox"/>	Other:

5. Whether Single Or Multiple Grantees Are Required For Grant(s)

Check One ("X"):	
<input type="checkbox"/>	Single Grantee
<input checked="" type="checkbox"/>	Multiple Grantees

6. Expected Duration Of Grant (Initial Duration and Any Options to Renew)

(Subject to appropriation or the availability of sufficient non-appropriated funds under the grant funding authority)

Anticipated Initial Duration up to: ____ months; __4__ year(s)

Anticipated Renewal Options: __3__ options to renew for __2__ year(s) each option

Final End Date of this Procurement: __June 30, 2028_____

7. Anticipated Expenditures, Funding Or Compensation For Expected Duration

Estimated Value of the Grant (Including Anticipated Renewal Options): \$12,907,750.00

Will Federal Funds be used to fund any part of Grant(s)? NO, YES (If YES, to what extent?):

Federal funds will be used to fund approximately 50% of the grant

Payment through [Electronic Funds Transfer](#) is required for any contract awarded through this solicitation. Please see the COMMBUYS Bid Solicitation; File Attachments Section for this form.

Grantees receiving federal grant funds will be considered sub-recipients for federal grant purposes and will be required to comply with applicable federal requirements, including but not limited to sub-recipient audit requirements under OMB Circular A-133.

The funds received in advance of expenditure by a grantee for a capital budget item must be held in a segregated non-interest bearing account and must be expended within 60 days (for policy information on spending capital funds see: Office of the State Comptroller, State Grants and Federal Sub-grants:

www.mass.gov/Aosc/docs/policies_procedures/contracts/po_procon_state_grants_fed_sub.doc).

Funds Balance Forward Requirement for Capital, Trust and Federal Accounts Only: Any funds designated in the budget that are unspent in any fiscal year will not be available for expenditure in the subsequent fiscal year without a formal contract amendment re-authorizing these funds. The maximum obligation of the contract will automatically be reduced by the amount of the unspent funds from the prior fiscal year.

8. Indicate Grant Scope and Performance Requirements:

Background

MTCP is a statewide public health program focused on comprehensive approaches to reduce tobacco and nicotine use. Its mission is to reduce the health and economic burden of tobacco use by preventing young people from starting to smoke, helping current smokers to quit, protecting children and adults from secondhand smoke, and identifying and eliminating tobacco-related disparities.

While Massachusetts' tobacco use and initiation rates have significantly declined since MTCP's inception, smoking remains the number one cause of preventable death and disability in the Commonwealth and significant health disparities remain. Additionally, tobacco use continues to cost the Commonwealth thousands of lives and billions of dollars each year in smoking-attributable health care costs and lost productivity. Comprehensive statewide programs, such as the model adopted by MTCP, are an evidence-based way to address health care costs and protect the lives of future generations. Municipal Board of Health Tobacco Programs, the focus of this RFR, will advance MTCP's mission by supporting municipalities seeking to implement local policies, systems, and environmental change strategies that prevent and reduce tobacco use, reduce exposure to secondhand smoke, and eliminate tobacco-related disparities.

Eligibility and Application Types

Applicants may apply for funding as a single city (Option A) or a collaborative/regional program (Option B):

1. OPTION A – SINGLE CITY

Applications for a single municipality must meet all of the following requirements:

- Have a population of at least 150,000
- Have at least 200 tobacco retailers
- Be a community of need as designated by MTCP (see Appendix B)

2. OPTION B – REGIONAL

Applications for regional collaborative programs may be submitted on behalf of municipalities applying together to form a program by:

- A lead city/town's health department chosen from among the applicant municipalities to serve as their programmatic lead and fiscal agent
- A Regional Planning Agency chosen by the applicant municipalities to serve as their programmatic lead and fiscal agent
- A Regional Council of Governments chosen by the applicant municipalities to serve as their programmatic lead and fiscal agent

Applications under Option B must meet these requirements:

- Have no less than 2 and no more than 30 municipalities in the proposed regional collaborative, and;
 - Have at least 40% of the region's municipalities be MTCP designated communities of need
- OR**
- Have at least 70% of the program's retailers be located within designated communities of need

Whether selecting Option A or B, all municipalities involved in an application must meet the following:

- Be located within the Commonwealth of Massachusetts
- Require all tobacco retailers to obtain a local sale of tobacco permit/license and impose conditions on those permits (for example, fines or suspensions for violation of sales restrictions, signage requirements, or consent to unannounced inspections)
- Boards of Health/Health Departments that do not currently require local permits for all tobacco retailers must agree to implement a permit process and requirement within 12 months of being awarded
- A municipality may only submit one application or join one application. Any municipality or Board of Health/Health Department that submits or participates in multiple applications may be ineligible for funding

Failure to meet the requirements of this RFR may make applicants ineligible to receive funding.

Scope of Service

For over two decades, local Boards of Health (BOH) have been funded by MTCP to work on tobacco control and prevention strategies. BOHs play a crucial role in surveillance and enforcement as well as local policy change. Strategies to be carried out will include surveillance of the retail environment, enforcement of local and state policies, retailer education to support compliance, providing assistance to municipalities seeking to adopt tobacco-related policies and promote smoke-free environments, as well as support for other public health initiatives as applicable.

BOH programs will be responsible for promoting health equity, addressing health inequities, and use a health equity lens while implementing this scope of service. Strategies carried out by BOH programs will also be consistent with best practices around tobacco prevention and control and should focus on policy, systems, and environmental change strategies to reduce the prevalence of tobacco use, prevent youth initiation of smoking, and reduce exposure to secondhand smoke. Information on health equity and best practices can be found in Appendix A.

Scope of service components may include but are not limited to:

I. Tobacco Retail Surveillance and Data Collection

- Maintain accurate lists and profiles of local establishments that sell tobacco products in the MTCP's retailer database system
- Establish a communication system with municipal government offices to receive regular updates of businesses that are closed and open as well as license renewals so an accurate retailer list can be maintained
- Monitor and collect data on industry products and promotions in a sample of retail stores each quarter; it is expected that 25% of retailers will be monitored each quarter, a sample will be provided by MTCP
- Use data to educate municipal stakeholders on tobacco industry tactics

II. Enforce Local and State Tobacco Policies

- **Retail Inspections:**
 - Conduct annual retail inspections at 100% of establishments that sell tobacco
 - Conduct additional inspections after the passage of local policies to ensure compliance
 - Conduct education and enforcement activities if there are any violations of federal, state and local laws
- **Compliance Checks:**
 - Conduct annual compliance checks with youth at 100% of establishments that sell tobacco for cigars or other tobacco products (OTP)

- Conduct compliance checks with youth at 40-50% of program's tobacco retail stores for cigarettes, MTCP will provide the sample
- Programs may choose to conduct 1 additional, annual compliance check at all establishments that sell tobacco to enforce a local policy of their choosing; for example, an additional OTP check or a compliance check for a local minimum legal sales age of 21
- A portion of assigned compliance checks must be completed in every quarter of the fiscal year so checks are continuously conducted throughout the year
- **Enforcement:**
 - Issue timely notification of violations if found
 - Appropriate program staff must be available to appear at hearings or for any follow up on violations needed
 - Conduct follow-up compliance checks when illegal sales to minors or complaints about illegal sales occur; follow up compliance checks should take place within 3-6 months of illegal sales to minors
 - Respond to complaints about violations of the Massachusetts Smoke-Free Workplace Law and local regulations; conduct follow-up inspections to ensure compliance

III. Policy Promotion

- Promote and support the development of comprehensive tobacco sales regulations; examples include flavor restrictions, cigar packaging, prohibit tobacco sales in pharmacies, permit capping and other density strategies
- Promote and support the development of regulations that reduce exposure to secondhand smoke
- Use surveillance data to support the promotion of evidence-based tobacco regulations
- Provide assistance to local boards of health, zoning boards, city councils, and other municipal boards to promote and enact evidence-based public health policies
- Provide retailers with education on local and state tobacco policies to aide them in compliance

IV. Administer Municipal Tobacco Program

- Collaborate with other MTCP and MDPH-funded programs to strengthen efforts
- As available, participate in statewide and local coalitions that have shared public health goals
- Coordinate at least 1 annual meeting with all of the program's health agent(s)/director(s) to discuss program progress and strategies
- Create communication channels that ensure that the tobacco program staff will receive routine notification from municipality(-ies) on new permits and enforcement progress
- Maintain regular program communications within the municipality and with all other municipalities involved in the application

Consistent with the RFR, additional components or expanded components may be added when more funds are available. Interventions for related issues such as chronic disease, wellness, gambling, drug paraphernalia, or substance use may be integrated into programs if funds are available. Additional options under components may be proposed if funds are available and if approval is attained by MTCP.

ADMINISTRATIVE REQUIREMENTS:

- Submit an annual work plan and quarterly reporting and invoicing to MDPH using MTCP approved format
- Participate in all MTCP data collection and evaluation activities as requested using required protocols and reporting systems
- Site visits or requests for a field ride-along for inspections or compliance checks may be conducted as needed or as scheduled
- Staff must participate in all required training programs, meetings, and webinars; staff, youth inspectors, and contractors conducting enforcement activities such as retail inspections, retailer education, surveillance, or compliance checks must be trained by MTCP prior to conducting enforcement
- MTCP funds may not be used for lobbying purposes
- Have access to a telephone, mobile device (such as a tablet or smart phone) and a computer including e-mail, internet access, Microsoft Word, and Excel

- Receive approval from MDPH prior to the publication or dissemination of reports, white papers, manuals, and other technical documents produced with MDPH funds
- Programs may not accept funds from the tobacco industry
- Comply with the requirements of the Americans with Disabilities Act regarding access to program services
- Be a smoke-free work environment

Funding, Staffing, & Allowable Costs

FUNDING

Applicants may request between \$40,000.00 and \$150,000.00.

MTCP anticipates awarding between 10-15 programs. Actual and future funding levels are dependent upon state and federal appropriations.

STAFFING

Each program should have a Program Coordinator/Director (preferably a minimum of 0.5 FTE) who is responsible for grant deliverables, being MTCP's point of contact for the grant, attending required meetings and trainings, coordinating policy initiatives, and must have a role and presence within the retail environment. The Coordinator/Director must be available to work irregular hours that may include evenings and weekends. Likewise, the applicant must be able to accommodate a varying work schedule for personnel. Depending on the size of the grant, additional staff or consultants may be funded to work on grant enforcement activities. Unless there are unusual circumstances, supervisor and administrative time should be limited to 0.1 FTE. See Appendix C for types of skills and sample job duties of tobacco program staff.

As a reference for applicants, current MTCP grantees serve an average of 340 retailers per 1 FTE. The amount of FTE varies depending on several factors. Applicants should take into account the number of retailers within their proposed program and their geography when creating a staffing plan.

ALLOWABLE COSTS

Grant funds can be used for staff salaries, benefits, payroll taxes, facilities, travel, program supplies, enforcement supplies, and related expenses. The lead applicant may charge up to 15% to the grant for administrative costs. Programs are required to utilize MTCP communication materials and tools. Without prior written approval, MTCP funds cannot be used for equipment, paid media, development of materials or promotional items, or translation of materials.

Performance Measures

1. A quarterly fiscal report following MTCP guidelines must be submitted by January 15, April 15, July 15 and October 15 annually. Failure to submit by required deadline may result in subsequent payments being withheld
2. Programs will complete an annual workplan with targets and milestones using guidelines provided by MTCP upon notification of award
3. Programs will submit quarterly reports on targets and milestones and participate in evaluation and data collection activities as requested
4. Programs must attend required meetings, trainings, and webinars. An annual calendar of required meeting, trainings, and webinars will be provided to awardees. This will include at least 4 MTCP in-person meetings and attending Kick Butts Day, annually
5. Comply with MTCP technical assistance and other capacity building requirements articulated throughout the contract period in order to successfully implement strategies
6. Use MTCP database system to enter enforcement and surveillance activities and data; maintain database and ensure its accuracy for the program

Criteria for Evaluating Response

The proposal will be evaluated according to the following criteria:

- The proposal is complete including all required attachments and forms being received prior to the deadline
- The proposal adheres to all requirements outlined in the RFR document
- Municipality/Agency demonstrates the ability to carry out the scope of service and implement program
- Demonstrated community or regional need of the program, applications exceeding the required percentages of need eligibility will be scored higher
- If a regional application, a justification of the proposed region and/or existing experience collaborating as a region will be considered
- Proposed budget is clear and reflects the program being proposed

Documents not requested in the RFR, application, or COMMBUYS Bid Solicitation will not be considered or reviewed.

Proposals will undergo two levels of review:

Technical Review: A team of objective reviewers will assess the quality of responses to each question in the proposal narrative, according to criteria related to that question. Reviewers are instructed to evaluate each response for content, comprehensiveness, and clarity of each answer as well as making sure that all aspects of each question have been addressed in the response. Reviewers will also confirm the presence of all required forms and documents with the RFR application.

Second Level Review: During the second level review budget, need, and other criteria relative to procured strategies and services are considered and scored. Past performance of applicant with managing MTCP and/or MDPH contracts may be considered, if applicable.

Based on all review scores, MTCP will propose recommendations to the MDPH Commissioner who makes the final funding determination.

9. Instructions for Submission of Responses:

Letters of Intent (template provided on CommBuys) are requested by **October 13, 2017**. These are not required but assist MTCP in completing the application review process in a timely manner. Letters can be emailed to Jacqueline.doane@state.ma.us.

A complete RFR Response includes:

- An application response form
- An organization chart from the applying municipality/agency
- Eligibility form
- Lead applicant agreement form
- Municipal participation form – for regional applications, required of all municipalities in the proposal
- Staffing pattern
- Job descriptions or resumes
- Local policy and enforcement form
- Regulations from each municipality in the proposal
- List of retailers from each municipality in the proposal
- Permit application from each municipality in the proposal
- A program budget

All responses to be submitted electronically using the online submission tools available to Vendors registered in COMMBUYS. There is no charge to register in COMMBUYS. To Register go to www.COMMBUYS.com and click on the "Register" link on the front page.

All Quotes must be received by the Department of Public Health before the specified date, month, year and time of the Bid Opening Date displayed on COMMBUYS. Times are Eastern Standard/Daylight Savings (US), as applicable.

All Bidders are advised to allow adequate time for submission by considering potential online submission impediments like Internet traffic, Internet connection speed, file size, and file volume. DPH is not responsible for delays encountered by Bidders or their agents, or for a Bidder's local hardware failures, such as computers or related networks, associated with bid compilation or submission. Bids submitted via COMMBUYS are time stamped by the COMMBUYS system clock which is considered the official time of record.

COMMBUYS Item Screen

Vendors submitting quotes with “No Bid” checked in the item screen will not be eligible to enter into a contract with DPH. “No Charge” must be checked or a dollar amount entered in the Unit Cost Field. The “No Charge” selection will not be construed by the Purchaser to mean an offer to provide services or products at no charge.

Public Records: All information, documents, and attachments submitted as a response to this RFR are considered a public document subject to the Massachusetts Public Records Law, M.G.L., c. 66, s. 10, and to c. 4, s. 7, ss. 26. **Please be aware that checking the “confidential” box in COMMBUYS does not bar these documents from being released as a public record pursuant to these statutes once the procurement is awarded, unless statutorily exempt from disclosure.**

10. RFR Attachments:

The forms listed on the COMMBUYS Bid Solicitation; File attachment section for this RFR must be submitted with your response where indicated.

To assist bidders in identify the purpose of the attachments for this procurement; the forms posted on the COMMBUYS attachment section have a prefix according to the following chart:

REQ	Required	Must complete and upload document with application
COMPREQ	Comptroller Required	If not already on file with the Comptroller complete and sign in blue ink and return as instructed in the RFR.
READ	Read Only	Read only documents do not need to be returned with the application.
INFO	Informational	For informational purposes and could be required at the time of contract/engagement

11. COMMBUYS Support

The following resources are provided to assist Bidders in submitting Quotes:

- A link to a job aid on [How to Submit a Quote on COMMBUYS](#)
- Webcast video on [How to Find Bids \(Solicitations\) and Submit Quotes \(Responses\) through COMMBUYS.](#)

Website: Go to www.mass.gov/osd/commbuys and select the COMMBUYS Resource Center link offered under Key Resources.

Email: Send inquiries to the COMMBUYS Helpdesk at COMMBUYS@state.ma.us

Telephone: Call the COMMBUYS Help Desk at 1-888-MA-STATE (1-888-627-8283). The Help Desk is staffed from 8:00 AM to 5:00 PM Monday through Friday Eastern Standard or Daylight time, as applicable, except on federal and state holidays.

Technical assistance is available during the procurement process. Every effort is made to respond to inquiries within one business day.

Bidders are advised that COMMBUYS will be unavailable during regularly scheduled maintenance hours of which all users will be notified.

12. DEADLINE FOR RESPONSES or Grant Procurement Calendar

EVENT	DATE
RFR Release Date	August 28, 2017
Bidders' Conference	<p>There will be 2 bidder's conference sessions:</p> <ol style="list-style-type: none"> 1. In-person: <ul style="list-style-type: none"> September 19, 2017 1:00PM EST Beechwood Hotel 363 Plantation Street, Worcester, MA 01605 2. Webinar: <ul style="list-style-type: none"> September 26, 2017 1:00PM EST Link for registration: https://attendee.gotowebinar.com/register/9181341391045993217
<p>Letter of Intent Date</p> <p>Letters of Intent are non-binding, but give the Department an opportunity to plan for the review process. (See Attachment 1 for a template). Each applicant organization is asked to submit a single letter of intent indicating the models for which they are planning to apply.</p> <p>The Department strongly encourages bidders to wait until <i>after</i> the bidders' conferences to submit their letter of intent.</p>	October 13, 2017 at 5 pm
<p>Deadline for Questions and Answers</p> <p>All Questions must be received in writing. Questions can be sent by email no later than the date and time indicated in the Procurement Calendar. The issuing department reserves the right not to respond to questions submitted after this date. All Questions with answers will be posted on the COMMBUYS Attachment section for this procurement.</p>	<p>November 22, 2017 at 5pm</p> <p>Submit questions to Jacqueline Doane at Jacqueline.doane@state.ma.us</p>
<p>The BID opening date (Deadline for Submission of Response)</p>	December 7, 2017 at 4 pm
Anticipated Contract Start Date	July 1, 2018

AGENDA ITEM 8e

Authorizing the renewal of a contract with Grouper Design to provide marketing services to Children's Cove for the period of December 2, 2017 through December 1, 2018

COUNTY OF BARNSTABLE
PURCHASING
DEPARTMENT OF FINANCE
SUPERIOR COURT HOUSE
P.O. BOX 427
BARNSTABLE, MASSACHUSETTS 02630

Elaine Davis
Chief Procurement Officer

Phone: (508) 375-6637
Fax: (508) 362-4136
Email:
edavis@barnstablecounty.org

October 31, 2017

MEMORANDUM

TO: County Commissioners
FROM: Elaine Davis, Chief Procurement Officer
RE: Contract Renewal

Barnstable County issued a Request for Proposals from qualified contractors to provide Marketing Services for Children's Cove in October 2015. The contract was awarded to Grouper Design for the period of one year with two one-year options to renew.

Please vote to renew the contact with Grouper Design to provide marketing services to the Children's Cove for one final renewal option. The term of the renewal will be December 2, 2017 through December 1, 2018.

Thank you.

County Commissioners:

Ronald R. Beaty, Jr.

Mary Pat Flynn

Leo Cakounes

Date



P.O. Box 427 • Barnstable, Massachusetts 02630
Telephone (508) 375-0410 • Toll Free (888) 863-1900 • Fax (508) 375-0409

Interoffice Memo

Date: October 24, 2017

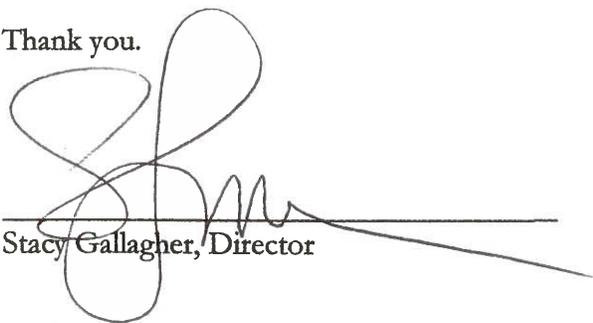
To: Elaine Davis

From: Stacy Gallagher

RE: Renewal with Grouper Design

This memo is to inform you Children's Cove would like to renew their contract with Grouper Design for another year.

Thank you.



Stacy Gallagher, Director

Elaine Davis, Chief Procurement Officer

AGREEMENT BETWEEN

Barnstable County
3225 Main Street
Barnstable, MA 02630

and

Grouper Design
939 Main St., Suite F2
Yarmouthport, MA 02675

THIS AGREEMENT is made this 2nd day of ~~December~~ 2015 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: The County Commissioners issued a Request for Proposals for Marketing Services for Children's Cove.

WHEREAS: The bids were bid in compliance with MA General Law Chapter 30B.

WHEREAS: The contractor is the responsive, responsible bidder offering the most advantageous proposal

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

1. Employment of Contractor. The Vendor hereby agrees to perform the services hereinafter set forth in the Scope of Services. 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 or Town, including costs, benefits, and reasonable attorney fees in the event the Contractor files such claim.
2. Scope of Services. The Vendor shall provide the services provided in the Scope of Services hereby attached as Attachment A.
3. Time of Performance. One year from the Execution of the contract, with two one year options to renew.
4. Payment. As submitted in the attached price proposal
5. Termination or Suspension of Contract for Cause. If through any sufficient cause, the Customer or the Town 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 or Towns 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 Towns may, from time to time, require changes in the Scope of Services to be performed hereunder. Such changes, including any increase or decrease in the amount of the

Customer costs, which are mutually agreed upon by the Town and the Customer, shall be incorporated in written amendments to this Contract.

8. **Non-Discrimination in Employment and Affirmative Action.** The Customer 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 Customer 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 to the Towns 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 Towns. No subcontract or delegation shall relieve or discharge the Customer 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 Towns 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 Towns or County thereto; provided, however that claims for money due or to become due the Contractor from the Towns 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 Towns 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 or Towns.

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 and Towns 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 or Towns are 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 or 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 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 or Towns 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 or Towns 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".

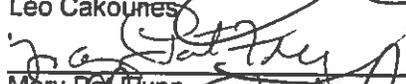
IN WITNESS WHEREOF, the County and Contractor have executed this Agreement this 2nd
day of ~~December~~ in the year two thousand and fifteen.

FOR THE COUNTY:

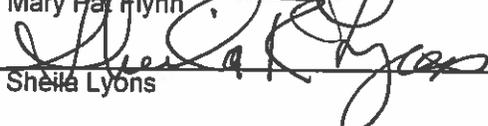
BARNSTABLE COUNTY COMMISSIONERS:



Leo Cakounes



Mary Pat Flynn



Sheila Lyons

12/2/15

Date

FOR THE CONTRACTOR:



11-25-15

Date



CHILDREN'S COVE
MARKETING SERVICES PROPOSAL
PRICE PROPOSAL - GROUPER DESIGN

CONTRACT TERM

This proposal is considered valid through the life of the contract signing through June 30, 2016 and for up to two additional one-year renewal periods. The work billed under this contract will be billed on a per-project basis at Grouper Design's hourly rates at the time work on the individual project commences.

DONATION OF SERVICES

Grouper Design proposes a pro-bono donation of 5 executive hours per month, a yearly value of \$5,280. This time will be tracked and noted on invoices. Additional time may be donated at the discretion of Grouper Design or negotiated between Grouper Design and Children's Cove. This time may be used to consult on projects, arrange meetings with donors, aid with event setup and tear down and other items as needed and agreed upon. On some projects, Grouper Design may agree to waive hourly time associated with executives so long as Children's Cove agrees to pay design, layout and production costs.

FISCAL IMPACT MODELING

Grouper Design utilizes a detailed time and cost tracking system within the framework of "Teamwork", a cloud-based project management application. Grouper Design tracks all time associated with a project - billable or non-billable - and utilizes a detailed internal coding structure to ensure that projects stay on budget and on time. Tasks performed within an overall project are assigned a code (CW for copywriting, LA for layout, etc) and time is coded and tracked. Time and cost can at any point be quickly checked against the initial project estimate and/or quote, which Grouper Design provides as a default unless otherwise desired by the client.

With Teamwork, Grouper Design can also model estimated work loads for the client by providing a Gantt chart containing any concurrent project work and deadlines. When used in conjunction with project estimates, it provides the client with a detailed estimation of when they can expect to be billed and when completed work is expected to be delivered to the client.

COMPENSATION

The estimated annual budget for Grouper Design services to Children's Cove is \$35,000. The fees charged by Grouper Design under this contract will not exceed \$35,000 per fiscal year.

The work will be billed on a per-project basis at Grouper Design's hourly rates at the time work on the individual project commences. Current pricing for various services is shown below. Outside services, or expenses such as stock photo purchases, will be billed according to standard Grouper Design practices.

Grouper Design's terms for each project are 50% down, due prior to the start of production, and the balance Net 15 upon completion of the job. If project completion becomes overly extended, Grouper Design reserves the right to bill for work-to-date.

COMPENSATION (cont.)

Once the deposit is received and a desired delivery date is established, we will create a production schedule outlining the milestones necessary to complete the project(s) on time. It is our policy that once final payment is received from you for the project, ownership of the files, etc. belongs to you.

Pricing as of July 1, 2015:

Services at \$110/hour

Strategic Market Consulting
Social Media Management
Art Direction
Client Strategic Meeting
Graphic Design
Photo Manipulation
Digital Photography

Services at \$95/hour

Page Layout
File Manipulation
(Edits to existing files)
Project Management
Client Support Services
Logo CD Creation
Final File Preparation/Submitting Files

Services at \$75/hour

Copywriting

Services at \$60/hour

Travel