

DOCUMENT PACKET  
11/22/17 REGULAR MEETING

# AGENDA ITEM 5a

Regular Meeting of November 15, 2017 (NO DOCUMENTS)

# AGENDA ITEM 6a

Discussion on a proposed County Code of Conduct for all elected and appointed officials

# Barnstable County Regional Government Code of Conduct

Adopted:

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## I. PURPOSE

The purpose of this policy is to achieve and maintain a high level of public trust and confidence in Barnstable County (Cape Cod) Regional Government. It establishes standards of conduct for elected and appointed members of Barnstable County Regional Government. They will hereinafter be referred to in this policy as “government officials.”

## II. APPLICABILITY

This Code of Conduct and all its sections apply to each elected or appointed government official.

## III. CODE OF CONDUCT

### A. Conduct Generally and in Relation to the Community

Each elected or appointed government official should:

1. Recognize that the official’s function is defined in the County Charter.
2. Stay informed concerning official duties under Federal and State law.
3. Acknowledge that a government official represents Barnstable County with respect to official actions.
4. Acknowledge that County duties are in the unselfish service to the public.
5. Recognize the primary function of County government is to serve the common good of County residents.
6. Demonstrate respect for the public being served.
7. Safeguard confidential information.
8. Not seek favor, personal aggrandizement, or profit from this public service.
9. Conduct oneself to maintain public confidence in County government.
10. Conduct official business in a manner that demonstrates he or she cannot be improperly influenced in the performance of official duties.
11. Conduct official business in a manner that promotes open and transparent government, and complies with state open meeting law, unless specifically exempted, e.g., executive session.
12. Include a disclaimer on social media posts stating any communication is done as an individual and does not represent Barnstable County or the County entity on which the official serves.
13. Avoid using social media to address any pending matter, any County employees, or any other Barnstable County government official .

14. Comply with Barnstable County's policies and procedures, including, but not limited to:
  - a. Barnstable County Sexual Harassment and Protected Classes Harassment Policy
  - b. Ethics Policy
  - c. Conduct of Employees Policy
  - d. Barnstable County Social Media Policy
15. Comply with all applicable laws, including, but not limited to:
  - a. Open Meeting Law
  - b. Procurement Law
  - c. Conflict of Interest Law (G.L. c.268A).

### **B. Conduct in Relation to Other Government Officials**

Each elected or appointed government official should:

1. Recognize the responsibility to attend all meetings to assure a quorum.
2. Promptly notify the chair/speaker if unable or unwilling to continue to serve.
3. Recognize that action at official meetings is binding and that one official alone cannot bind the Commissioners or Assembly outside of these meetings.
4. Not make statements or promises as to how an official will vote on pending quasi-judicial matters until the issue is discussed, and an opportunity has been provided to evaluate the merits, at a public meeting.
5. Not disclose privileged information discussed in executive session.
6. Make decisions only after all facts on an issue have been presented and discussed.

### **C. Conduct in Relation to the County Administrator**

Each elected or appointed government official should:

1. Acknowledge that the official's primary role is outlined in the County Charter.
2. Recognize that in creating and enforcing County policy, the Board of Commissioners may direct the County Administrator in setting priorities that affect policy, but that day-to-day operations are delegated to appropriate department heads.
3. Respect the administrative chain of command and not act on complaints as an individual outside the County administration.
4. Give the County Administrator full responsibility for discharging his or her duties under the County Charter.
5. Refrain, as an individual government official, from directing or ordering the County Administrator to take action.
6. Refrain from directly giving instructions to or requesting assistance from County department heads, but rather channel these through the Board of Commissioners, Assembly of Delegates, and County Administrator.

#### **D. Conduct in Relation to County Staff**

Each elected or appointed government official should:

1. Treat all County staff as professionals, and respect the abilities, experience, and dignity of each individual.
2. Direct questions to County staff and/or requests for information through the County Administrator.
3. Desist from publicly criticizing an individual employee or department, including but not limited to, through social media. Concerns about staff performance should only be directed to the County Administrator.
4. Make requests for staff support only through the County Administrator.

DRAFT

# AGENDA ITEM 6b

Discussion on authorizing a letter of support, requested by the Cape Cod Legislative Delegation, to pursue a public-private partnership for the U.S. Route 6 Rest Area, located east-bound between Exits 6 and 7, within the Town of Barnstable (NO DOCUMENTS)

# AGENDA ITEM 6c

Proposed Ordinance 17-\_\_: Establishing the Barnstable County Economic Development Council (BCEDC)

BARNSTABLE COUNTY

In the Year Two Thousand and Seventeen

Proposed Ordinance – 17-DRAFT 1

**This ordinance shall replace Section 4.8 of the Administrative Code of Barnstable County as created and amended previously through ordinances 04-17, 98-23, 98-19, 98-3, 98-13, 92-5 and any other ordinances pertaining to the previously named Cape Cod Economic Development Council.**

In partnership with the fifteen towns of Barnstable County, to establish the Barnstable County Economic Development Council (BCEDC).

**Whereas** the future of all crucial Cape Cod economic sectors (high technology, retiree and second-homeowners, tourism, fisheries, art and culture, aquaculture and agriculture) depend on the state of the Cape environment.

**Whereas** the attractiveness of Cape Cod for economic development also depends on having a skilled workforce, a high quality of life, and efficient physical infrastructure.

**Whereas** the region’s economic strengths and threats to Cape Cod’s current and future economy extend beyond municipal boundaries and cannot effectively be addressed by individual municipalities;

**Whereas** the Barnstable County Home Rule Charter grants Cape Cod regional government the power and authority to establish programs and perform services to address problems that cross municipal boundaries;

**Whereas** Barnstable County has adopted Economic Development Goals to guide economic development activities in Barnstable County departments and across the region; and

**Whereas** the Massachusetts Legislature created the Cape & Islands license plate to generate revenue to support economic development and tourism on Cape Cod and the Islands, and appropriated a portion of the revenues generated in Barnstable County to the Barnstable County Commissioners;

**NOW THEREFORE,**

**BARNSTABLE COUNTY hereby ordains:**

Pursuant to the Barnstable County Home Rule Charter, and to focus the County’s regional economic development planning, actions, and investments, it is hereby proposed to establish the Barnstable County Economic Development Council (BCEDC)

SECTION 1. Establishment of the Barnstable County Economic Development Council

There shall be a Barnstable County Economic Development Council (BCEDC) established as a part of Barnstable County government and subject to the rules, regulations, and administrative and budgetary policies and procedures of the County.

All activities of the BCEDC shall be consistent with the Massachusetts Open Meeting and other relevant State Laws, Barnstable County Home Rule Charter, the Administrative Code of Barnstable County, the Cape Cod Commission Act, and the Regional Policy Plan (RPP).

## 1. BCEDC Mission

The BCEDC is an advisory board to Barnstable County established to guide economic development policy in a manner that will improve the quality of life for all, foster a healthy economy offering a range of employment opportunities at livable wages for year-round residents, and protect the region's natural and built assets today and in the future.

## 2. BCEDC Functions

Consistent with the Barnstable County Home Rule Charter, the Administrative Code of Barnstable County, and the Cape Cod Commission Act, the BCEDC shall

- a. Advise in the development of the economic development goals for Barnstable County codified in the Regional Policy Plan.
- b. Act as the Cape Cod Comprehensive Economic Development Strategy (CEDS) Strategy Committee and Economic Development District (EDD) governing board on behalf of the Cape Cod Commission and Barnstable County and as required by the US Economic Development Administration (EDA).
  - i. Advise in the planning, content and implementation of the CEDS.
  - ii. Approve the 5-year CEDS document for delivery to and certification by the EDA.
  - iii. Approve the annual report to EDA on the implementation of the CEDS 5-Year plan.
- c. Advise the Barnstable County Commissioners, upon allocation of funds to award economic development grants/contracts, on the merits of proposals.
  - i. Participate, through a three-member BCEDC subcommittee selected by the Barnstable County Commissioners. The BCEDC Board may nominate by majority vote, to the County Commissioners, the three members to serve on the grant/contract subcommittee.
  - ii. Report on and provide performance summaries on the grants/contracts awarded by the Barnstable County Commissioners on a quarterly basis.
- d. Advise the County Commissioners on the funding of grants and contracts related to the functions outlined in this ordinance including, but not limited to, advertising and website development.
- e. Report on BCEDC activities and achievements relative to its mission annually to the Barnstable County Commissioners on or before June 30th; the report will be included in the Barnstable County Annual Fiscal Year Report.
- f. The BCEDC Chair, or in absence the Vice-Chair, shall assign subcommittees of BCEDC members deemed appropriate to carry out its responsibilities under this ordinance.
- g. Develop by-laws for the conduct of business to be approved by the County Commissioners.

## 3. BCEDC Membership

The BCEDC shall be constituted as follows:

- a. There shall be eleven (11) voting members with three (3) additional ex-officio members.

- b. Members shall “represent the main economic interests of the Region, including the private sector, public officials, community leaders, private individuals, representatives of workforce development boards, institutions of higher education, minority and labor groups, and others who can contribute to and benefit from improved economic development in the Region” as per the US Economic Development Administration (EDA) regulations to maintain CEDS certification and the Economic Development District designation from the EDA.
- c. Ex-officio members include representatives of the Barnstable County Commissioners, the Barnstable County Assembly of Delegates, and the Cape Cod Commission, nominated by respective bodies.
- d. Members shall have an understanding of the regional economy and the challenges facing long-term economic sustainability.
- e. Member nominations shall be solicited through a process approved by the Barnstable County Commissioners, from organizations in Barnstable County focused on the constituencies outlined in Section 3b of this ordinance so all required constituencies be represented on the BCEDC.
- f. Members are appointed by the Barnstable County Commissioners.
- g. Members shall have staggered three-year terms so as no more than four member’s terms expire each year. Members may serve three terms or a total of nine years on the BCEDC.
- h. A majority of the members shall constitute a quorum.
- i. At the first meeting of each calendar year, BCEDC members shall nominate and elect, by a simple majority of the quorum present, a Chairman and Vice-Chairman who shall be voting or ex-officio members of the BCEDC.

#### 4. BCEDC Staffing

The Cape Cod Commission will provide technical expertise and administrative support to BCEDC as needed to fulfill the responsibilities outlined in this ordinance.

Cape Cod Commission technical staff shall attend all BCEDC meetings and report to the BCEDC on activities related to the development of the CEDS and its implementation, and provide guidance to the Council in the execution of its duties.

#### 5. BCEDC Funding

An annual budget to staff the BCEDC will be developed by the Cape Cod Commission to be included in the Cape Cod Commission’s annual budget.

Prior to the annual county budget process, the County Commissioners shall meet with the Executive Director of the Cape Cod Commission to determine the division of Cape and Islands license plate revenue funds for the upcoming fiscal year. The BCEDC may submit a recommendation as to the division of funds for consideration by the County Commissioners.

#### SECTION 2. Effective date

This ordinance is effective immediately upon adoption replacing in its entirety the functions and membership of the Cape Cod Economic Development Council.

# AGENDA ITEM 6d

Assembly of Delegates Resolution 17-06: Supporting the establishment of a federally-designated buffer zone around Cape Cod that would prohibit mid-water trawlers from operating near the Cape's shores

## BARNSTABLE COUNTY

In the Year Two Thousand and Seventeen

### RESOLUTION 17-06

**Whereas**, two species of herring (river and ocean) school together in waters surrounding Cape Cod, and

**Whereas**, herring are an intermediate “link” in the ocean’s web of life; they eat plankton and in turn serve as “forage fish” sought by larger ones like codfish, bluefish, striped bass, tuna and others, and

**Whereas**, river herring fisheries have been depleted causing the Commonwealth to prohibit the taking of a single herring from Cape Cod’s waterways, and

**Whereas**, large commercial fishing vessels called mid-water trawlers scoop millions of pounds of river herring unintentionally as they trawl for *ocean* herring, leaving the river herring dead, and

**Whereas**, mid-water trawlers may currently trawl as close as three miles from shore, and

**Whereas**, when these trawlers remove entire schools of herring from near-shore areas, cod, tuna and other large fish must move farther offshore to search for food, and

**Whereas**, the movement of the larger fish farther offshore disrupts the entire marine food-chain and leaves small-boat fishermen challenged to find sufficient catch, and

**Whereas**, this disruption due to herring depletion has environmental, economic and recreational fishing consequences, and

**Whereas**, a commercial trawling buffer zone could be implemented that would require mid-water trawlers to operate farther offshore, and

**Whereas**, the Cape Cod Commercial Fisherman’s Alliance and the Association to Preserve Cape Cod are advocating for implementation of a buffer zone, and

**Whereas**, there is historical precedent for such action; when foreign commercial fleets were decimating local fisheries in the 1960s and 1970s, the U.S. Congress passed the Magnuson-Stevens Act banning foreign fishing fleets from operating within 200 miles of the U.S. coast, and

**Whereas**, the New England Fishery Management Council is the regional council charged by Federal law with conserving and managing fishery resources from three to 200 miles off the coast of Massachusetts and the other New England states, and

**Whereas**, the Council is weighing implementation of a buffer zone and will take action on the matter in December 2017,

Resolution 17-06: Herring Buffer Zone

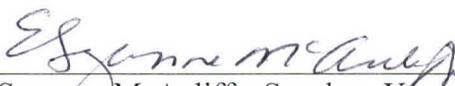
November 15, 2017

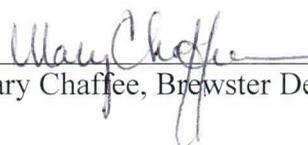
*NOW, THEREFORE,*

**BE IT HEREBY RESOLVED** that the Barnstable County Assembly of Delegates:

Supports the establishment of a Federally-designated buffer zone around Cape Cod that would prohibit mid-water trawlers from operating near the Cape’s shores.

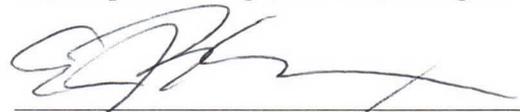
The foregoing Resolution 17-06 was adopted by the Barnstable County Assembly of Delegates, by a roll call vote of 73.93% voting “yes”, 18.73 % voting “no”, 7.34% “absent” at the regular meeting held on November 15, 2017.

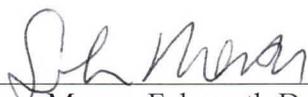
  
\_\_\_\_\_  
E. Suzanne McAuliffe, Speaker, Yarmouth Delegate

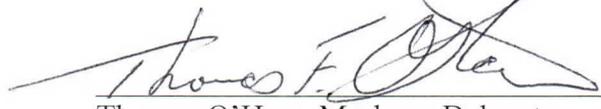
  
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Mary Chaffee, Brewster Delegate

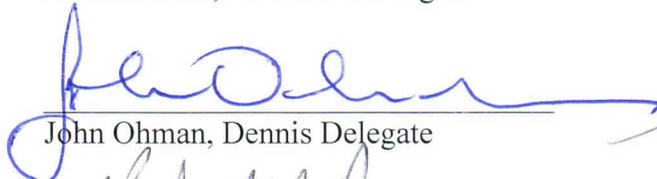
  
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Christopher Kanaga, Orleans Delegate

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James Killion, Sandwich Delegate

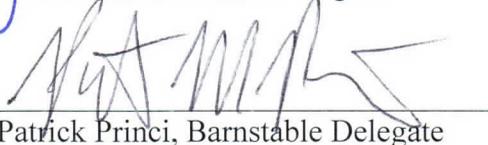
  
\_\_\_\_\_  
Edward McManus, Harwich Delegate

  
\_\_\_\_\_  
Susan Moran, Falmouth Delegate

  
\_\_\_\_\_  
Thomas O’Hara, Mashpee Delegate

  
\_\_\_\_\_  
John Ohman, Dennis Delegate

  
\_\_\_\_\_  
Brian O’Malley, Provincetown Delegate

  
\_\_\_\_\_  
Patrick Princi, Barnstable Delegate

\_\_\_\_\_  
Linda Zuern, Bourne Delegate

Absent: Edward Atwood, Eastham Delegate  
Ronald Bergstrom, Chatham Delegate  
Lilli-Ann Green, Wellfleet Delegate  
Deborah McCutcheon, Truro Delegate

# AGENDA ITEM 6e

Discussion on creating a full-time, grant funded position of Project Specialist – MOAPC (Massachusetts Opioid Abuse Prevention Collaborative), as recommended by the Reviewing Committee pursuant to the County Hiring Policy (NO DOCUMENTS)

# AGENDA ITEM 6f

Discussion on authorizing the approval of the County Administrator's recommendation to eliminate the position of Assistant Human Resources Director and create the position of County Human Resource Director (NO DOCUMENTS)

# AGENDA ITEM 6g

Authorizing the execution of an official letter formally requesting the filing of legislation in the Massachusetts General Court to permit Barnstable County to offer an Early Retirement Incentive Program (NO DOCUMENTS)

# AGENDA ITEM 8a

Authorizing the approval of a reimbursement request from Jack Yunits, County Administrator, for the period of August 10, 2017 through November 9, 2017 (NO DOCUMENTS)

# AGENDA ITEM 8b

Authorizing the execution of a Memorandum of Agreement, through the Cape Cod Commission, with the Town of Barnstable, to provide housing mitigation funds in the amount of \$54,775.04 plus any additional accrued interest, to support the creation of additional affordable housing opportunities in the town through its recently created Affordable Housing/Growth & Development Trust Fund, for a period from the execution of the agreement until December 31, 2017

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 \_\_\_\_\_ 2017 by and between Leo Cakounes, Mary Pat Flynn and Ronald Beaty as they are the Commissioners of 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 mitigation funds as a result of its Development of Regional Impact review process, and

WHEREAS, the funds are required to be used by the Town of Barnstable to create additional affordable housing in the Town, and

WHEREAS, the Town has requested the mitigation funds be transferred to its Affordable Housing/Growth & Development Trust Fund for this purpose.

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

1. RESPONSIBILITIES OF THE TOWN

- A) The Town agrees to use these mitigation funds for expenses related to the creation of additional affordable housing in the Town per its email dated August 4, 2017, incorporated herein by reference.
- B) The Town shall maintain financial records of the application and expenditure of the funds received hereunder in at least as much detail as may be contemporaneously required to comply with the financial reporting and record keeping requirements mandated by the Bureau of Accounts of the Department of Revenue, or any successor thereto, with respect to the Town's ordinary custody and expenditure of funds.

2. RESPONSIBILITIES OF THE COMMISSION

Upon execution of this Agreement, the Commission agrees to provide the Town with mitigation funds of \$54,775.04 plus any additional accrued interest for the creation of affordable housing as outlined above.

3. DURATION

- A) This Memorandum of Agreement shall be effective until December 31, 2017 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 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 Agreement up to and including the date of receipt of notice of termination or suspension.

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 seventeen.

BARNSTABLE COUNTY COMMISSIONERS

TOWN OF BARNSTABLE

\_\_\_\_\_  
Leo Cakounes, Chair

  
\_\_\_\_\_  
Mark Ellis, Town Manager

\_\_\_\_\_  
Mary Pat Flynn, Vice-Chair

11-14-2017  
Date

\_\_\_\_\_  
Ronald Beaty, Commissioner

CAPE COD COMMISSION

  
\_\_\_\_\_  
Paul Niedzwiecki, Executive Director

\_\_\_\_\_  
Date

11/17/17  
Date

# AGENDA ITEM 8c

Authorizing the execution of a Subaward Agreement, through the Cape Cod Commission, with the University of Rhode Island Department of Resource Economics, for a maximum amount of \$75,000.00, for the period of December 1, 2017 through June 30, 2018, for socio-economic analyses required under the National Oceanic and Atmospheric Administration's (NOAA) grant funded project "Resilient Cape Cod: A Path Forward with Innovative Tool Development and Public Engagement"

SUBAWARD AGREEMENT  
BETWEEN

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

and

Department of Resource Economics  
University of Rhode Island  
Kingston, RI 02881

**Federal Award Identification Number: NA16NOS4730006**  
**Federal Award Date: March 1, 2016**  
**Federal Award Amount: \$522,348**  
**Federal Awarding Agency: National Oceanic & Atmospheric Administration**  
**CFDA Number/Name: 11.473, Office for Coastal Management**  
**FFATA Reportable: Yes**  
**Research & Development: No**

**Subaward Start Date: December 1, 2017**  
**Subaward Amount: \$75,000**  
**Subrecipient NICRA: 53.5%**  
**Subrecipient Match: \$0**  
**Subrecipient DUNS: 144017188**  
**Subaward Expiration Date: June 30, 2018**

**Commission Project Contacts:**  
Erin Perry, Special Projects Manager  
[eperry@capecodcommission.org](mailto:eperry@capecodcommission.org)  
508-744-1236

Gail Coyne, Chief Fiscal Officer  
[gcoyne@capecodcommission.org](mailto:gcoyne@capecodcommission.org)  
508-744-1202

**Subrecipient Project Contacts:**  
James Opaluch  
[jimo@uri.edu](mailto:jimo@uri.edu)  
401-874-4590

Winifred Nwangwu  
[winny@uri.edu](mailto:winny@uri.edu)  
401-874-2775

THIS SUBAWARD AGREEMENT (the "Agreement") is being entered into by and between the University of Rhode Island (the "Subrecipient"), and Leo Cakounes, Mary Pat Flynn, and Ronald Beaty and as they are the Commissioners of Barnstable County, acting by and through the Cape Cod Commission ("the Commission") so that the Subrecipient may participate in a project titled 'Resilient Cape Cod: a Path Forward with Innovative Tool Development and Public Engagement' (the "Project").

1. Background and Prime Award. The Commission and the National Oceanic & Atmospheric Administration (hereafter NOAA) entered into Grant Agreement #NA16NOS4730006 (hereafter referred to as Prime Award) to fund the Project. Under the terms of this Agreement, the Commission awards funds to the Subrecipient for its participation in the Project. Although funds to be provided to the Subrecipient under this Agreement will come ultimately from NOAA, Subrecipient acknowledges that NOAA is not a Party to this Agreement and has no obligations directly to Subrecipient under this Agreement. Notwithstanding the above, Subrecipient will be subject to and will comply with the terms and conditions contained in the Prime Award which are applicable to the Subrecipient, which are attached hereto as Attachment B and incorporated herein by reference.

2. Scope of Services/Budget. The Subrecipient will perform the scope of services for a maximum subaward of \$75,000 as set forth in Attachment A.

3. Disbursements and Accounting. The Subrecipient will separately account for expenditures made and payments received under this Subaward in its accounting records. The Commission will not be obligated to pay Subrecipient for any costs not detailed in Attachment A and will be under no obligation to disburse funds to the Subrecipient under the Agreement, except to the extent that funds are disbursed to the Commission under the Prime Award. Disbursements will be made to Subrecipient on a reimbursement basis no more frequently than quarterly, based upon receipt of a complete and accurate Financial Report for the applicable period. Payments will be sent to Subrecipient via check.

4. Administration: The Subrecipient agrees to comply with the Prime Award Terms and Conditions detailed in Attachment B and with 2 CFR 200 Uniform Guidance.

#### 5. Reporting

Performance/Progress Reports – deliverables per Attachment A/final report due at Project conclusion

Financial Reports – quarterly financial reports (SF270) are due 10 days after the quarters ending 12/31/17 and 3/31/18

A final financial report is due within 30 days of project completion

6. Termination or Suspension of Agreement for Cause. If through any sufficient cause, the Subrecipient or the Commission fails to fulfill or perform its duties and obligations under this Agreement, or if either party violates or breaches any of the provisions of this Agreement, either party will thereupon have the right to terminate or suspend this Agreement, by giving written notice to the other party of such termination or suspension and specifying the effective date thereof. Such notice will be given at least fifteen (15) calendar days before such effective date.

7. Termination for Convenience of Commission. The Commission will have the right to discontinue the work of the Subrecipient and cancel this Agreement by written notice to the Subrecipient of such termination and specifying the effective date of such termination. In the event of such termination or suspension of this Agreement, the Subrecipient will 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 Agreement up to and including the date of termination or suspension.

8. Recordkeeping, Audit, and Inspection of Records. The Subrecipient agrees to maintain books, records, documents and other evidence pertaining to all costs and expenses incurred and revenues acquired under this Subaward (collectively "Records") to the extent and in such detail as will properly reflect all costs and expenses for which reimbursement is claimed. The Records will be maintained in accordance with 2 CFR 200.333. As may be requested, the Subrecipient will provide timely and unrestricted access to its books and accounts, files and other Records with respect to the Project for inspection, review and audit by the Commission, NOAA and their authorized representatives. Upon inspection, review or audit, if the Commission

or NOAA disallows any costs claimed by the Subrecipient related to this Agreement, the Subrecipient will be responsible for reimbursing the Commission for any of those costs.

If the Subrecipient has a single audit performed in accordance with Uniform Guidance, the Awardee must electronically submit (within the earlier of 30 calendar days after receipt of the auditor's report, or nine months after the end of the audit period) to the Federal Audit Clearinghouse (FAC) the data collection form and the reporting package. The collection form must be obtained from the FAC webpage. The reporting package must include the Financial Statements and Schedule of Expenditures of Federal awards, the summary schedule of prior audit findings, the auditors reports and a corrective action plan. If the Subrecipient does not submit the form and package within the required timeframe, the Commission may perform additional monitoring of the award.

9. Title to and Use of Work Products and Data. Except to the extent otherwise provided in the Prime Award, title to any and all work product, including but not limited to reports, samples of any kind, studies, photographs, drawings, calculations, designs, diagrams, maps, surveys, data, database records, computer programs, and any other items created, produced, or developed by the Subrecipient using Subaward Funds, whether or not such work product constitutes intellectual property (collectively, along with all supporting data and material, the "Work Product") will vest in the Subrecipient. The Subrecipient hereby grants to the Commission and to NOAA an irrevocable, non-exclusive, royalty-free, perpetual license to use, reuse, print, reprint, publish, republish, reproduce, or otherwise disseminate, sublicense or distribute all or any portion of the Work Product as the Commission or NOAA may deem appropriate from time to time in furthering their missions. Neither the Commission nor NOAA will be required to notify the Subrecipient or obtain any form of permission or consent to use the Work Product in accordance with this section. The Subrecipient will provide the Commission with complete copies of the Work Product. Upon request by the Commission, the Subrecipient will provide NOAA with complete copies of the Work Product.

10. Announcements and Acknowledgments. All public announcements or news stories concerning the Project will be subject to the prior approval of the Commission and will indicate the participation of the Commission and NOAA in the funding of the Project.

11. Liability and Indemnification. The work done by or for the Subrecipient under this Agreement will be performed entirely at the risk of Subrecipient. The Subrecipient will be solely responsible for the payment of any and all claims with respect to, any loss, personal injury, death, property damage, or otherwise, arising out of any act or omission of its employees or agents in connection with the performance of its work, and Subrecipient will indemnify and defend the Commission and NOAA, and each of its officers, directors, employees, and agents (in each case, an "Indemnified Party") against, and shall hold each Indemnified Party harmless of and from, any and all claims, liabilities, losses, costs, damages, and other expenses of any kind or nature whatsoever (including, but not limited to, attorneys' fees and expenses, as well as costs of suit, which any Indemnified Party may incur as a result of or in connection with the Project, or which may cause the Commission to be in default under the Prime Award

12. Choice of Law. This Agreement will be construed under and governed by the laws of the Commonwealth of Massachusetts. The Subrecipient and the agents thereof, agree to bring any federal or state legal proceedings arising under this Agreement, in which the Commission is a party, in a court of competent jurisdiction within the Commonwealth of Massachusetts. This paragraph will 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.

13. Force Majeure. Neither party will be liable to the other nor be deemed to be in breach of this Agreement 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 will 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.

14. Compliance with Laws. The Subrecipient will 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 Agreement.

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

IN WITNESS WHEREOF, the Commission and Subrecipient have executed this Agreement this \_\_\_\_\_ day of \_\_\_\_\_ in the year two thousand and seventeen.

BARNSTABLE COUNTY COMMISSIONERS:

\_\_\_\_\_  
Leo Cakounes, Chair

\_\_\_\_\_  
Mary Pat Flynn, Vice-Chair

\_\_\_\_\_  
Ronald Beaty, Commissioner

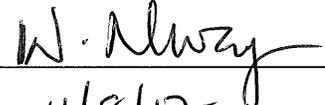
\_\_\_\_\_  
Date

FOR THE COMMISSION:

  
\_\_\_\_\_  
Paul Niedzwieski, Executive Director

11/16/17

FOR THE SUBRECIPIENT:

  
\_\_\_\_\_  
11/8/17  
Date

**Winifred C. Nwangwu**  
**Director**  
**Office of Sponsored Projects Administration**

## **ATTACHMENT A SCOPE OF WORK**

### **1. Background**

The Commission is the regional planning agency created in 1990 to serve the citizens and 15 towns of Barnstable County, Massachusetts. An unprecedented growth boom on Cape Cod in the 1980s prompted the Massachusetts General Court (the state legislature) to pass the Cape Cod Commission Act in 1989. The Act was signed into law by the Governor in January 1990. The Act found that the region known as Cape Cod (Barnstable County) "possesses unique natural, coastal, historical, cultural, and other values that are threatened by uncoordinated or inappropriate uses of the region's land and other resources."

### **2. Purpose**

To assist in communicating the complex interactions between the natural and built systems in the region, the Commission wishes to integrate the best available, region-specific environmental economic data into its decision-support tools. The Commission is seeking a Consultant to conduct economic analyses of ecosystem service values and assess willingness to pay measures that will be used in regional planning, land use, and resource protection initiatives, and will provide information to elected officials and stakeholders about climate change impacts and relevant adaptation strategies for Cape Cod.

### **3. Scope of Work/Tasks**

The Commission seeks a Consultant to conduct socio-economic analyses to gauge the value of ecosystem services on Cape Cod, and how these values will be impacted by climate change, erosion, sea level rise (SLR), and the adaptation strategies implemented to mitigate their impacts. The analyses will consist of:

- A literature review of the existing ecosystem service values appropriate for Cape Cod and potential impacts of adaptation strategies on these values;
- A hedonics model that researches how property values in the region are impacted by changes to ecosystem services due to climate change, erosion and SLR vulnerability; and
- A benefit transfer study to assess the value of ecosystem services in the absence of Cape-specific values, and an evaluation of how implementing climate change, erosion and SLR adaptation strategies may impact these estimated values.

Ecosystem services are the direct and indirect contributions from ecosystems to human well-being (TEEB 2010). Major ecosystems of interest on Cape Cod include marine and estuarine systems (beaches, sand spits, tidal flats, salt marshes, soft-bottom benthos), freshwater ecosystems (kettle ponds, vernal pools, sphagnum bogs, swamps), and terrestrial systems (pitch pine and scrub oak forests, heathlands, dunes, and sandplain grasses).

The Economics of Ecosystems and Biodiversity (TEEB) is a global initiative whose main objective is to mainstream the values of biodiversity and ecosystem services into decision-making processes at all levels. TEEB's Local and Regional Policymakers Report (2010) provides a framework for assessing ecosystem services in a regional context, which was used to shape the information needs for this project.

The Consultant will (a) aid in identifying the ecosystem services relevant to climate change and sea level rise vulnerability on Cape Cod; (b) define the information needed to assess these services and refining assessment

methods; (c) assess the selected ecosystem services, and expected changes in their availability and distribution; and (d) assist the Commission in integrating results into a GIS-based decision support tool.

(a) TEEB identifies 22 types of ecosystem services, grouped into four categories: provisioning, regulating, habitat, and cultural/amenity services. The full list of services is provided in Table 1 below.

Table 1. Typology of Ecosystem Services in TEEB.

Provisioning	Food
	Raw Materials
	Water
	Medicinal Resources
	Genetic Resources
	Ornamental Resources
Regulating	Air Quality
	Climate Regulation
	Moderation of Extreme Events
	Regulation of Water Flows
	Waste Treatment
	Erosion Prevention
	Maintenance of Soil Fertility
	Pollination
	Biological Control
	Maintenance of life cycles of migratory species
Habitat	Maintenance of genetic diversity
Cultural Service	Aesthetic Information
	Opportunities for Recreation and Tourism
	Inspiration for Culture, Art, and Design
	Spiritual Experience
	Information for Cognitive Development

Source: *The Economics of Ecosystems and Biodiversity: The Ecological and Economic Foundations*. March 2010.

The Consultant will work closely with Commission staff to select which ecosystem services will be most relevant and appropriate to evaluate, given the region's characteristics, project needs, and the integration with the GIS-based decision support tool.

(b) Once the narrowed list of ecosystem services has been identified, the Consultant and Commission will assess how to obtain/calculate the values of these services (e.g., if we're looking at wetlands' ability to mitigate flooding events, how would we assess the value of that ecosystem service). The Consultant will conduct a literature review of existing studies on the values of the selected ecosystem services, paying special attention to functions in the literature that can help facilitate a benefit transfer study that would integrate Cape Cod-specific characteristics into the valuation process. The literature review should also address how climate change, erosion and SLR adaptation strategies impact the delivery of the selected ecosystem services, especially any valuation studies associated with these impacts.

(c) Based on our current project understanding, we expect the Consultant to take a two-prong approach at assessing the value of selected ecosystem services, through (1) a hedonic model, that demonstrates how ecosystem

services impact residential property values on Cape Cod, and (2) a benefit transfer study, to obtain values for ecosystem services in the absence of Cape Cod-specific values. The benefit transfer study should also address the impacts of adaptation strategies on the delivery of these ecosystem services (i.e., estimating potential economic impacts of adaptation strategy implementation). The Consultant and Commission staff will collaborate to specify the parameters of the studies.

(d) Following the completion of the Consultant's literature review and ecosystem service value assessments, the Commission will integrate this information into a GIS-based decision support tool with the Consultant's input. The tool is intended to:

- allow stakeholders to visualize the impacts of climate change, erosion, SLR, and adaptation scenarios;
- demonstrate the market and nonmarket values associated with these impacts;
- assess how people value adaptation strategies by weighing tradeoffs associated with different adaptation scenarios.

The tool and quantification of ecosystem values will be used in public engagement processes to make coastal planning tradeoffs explicit and to assist policymakers in selecting appropriate local and regional strategies to mitigate the impacts of climate change and SLR. The Consultant and Commission staff will collaborate on the process for integrating the ecosystem service values into the tool, prior to and during its development.

#### *TASK 1 – SELECT ECOSYSTEM SERVICES AND VALUES TO ASSESS*

The goals of this task are to (1) narrow down the list of relevant ecosystem services for Cape Cod in conjunction with Commission staff, given the Cape's regional characteristics; and (2) specify which climate change, erosion and SLR adaptation strategies should be researched for their impacts on these ecosystem services (for example, how may beach nourishment change opportunities for recreation).

There will be an initial meeting with Commission staff to discuss the scope of work, project understanding, and timeline, and to prioritize the list of ecosystem services and adaptation strategies that should be addressed through the benefit transfer study and hedonic model (Tasks 3 and 4). The Commission has developed an Adaptation Strategies Matrix (Matrix) with information on a wide range of adaptation strategies. The consultant will choose strategies from the Matrix and is not responsible for conducting research on applicable strategies.

This list of ecosystem services should then be used to collaboratively develop a list of market and non-market values that will be assessed in Tasks 3 and 4 (see below).

#### *DELIVERABLES*

- Kickoff meeting with Commission staff.
- Prioritized list of ecosystem services to be valued in the study.
- Prioritized list of values of the ecosystem services that should be addressed in the study.

#### *DEADLINE*

December 22, 2017.

#### *TASK 2 – LITERATURE REVIEW*

The goal of this task is to conduct a thorough and comprehensive literature review of the published research and gray literature, seeking existing studies on the valuation of ecosystem services – both market and non-market values, as available – relevant to Cape Cod. The literature review will be based on the lists derived in Task 1.

The literature review should also address the impacts of the implementation of strategies to address climate change, SLR, and erosion on the delivery of ecosystem services selected in Task 1. This information will eventually be integrated into the GIS-based decision support tool that demonstrates the tradeoffs between different adaptation scenarios.

Ideally the benefits transfer study (Task 3 below) should be completed as a function transfer, given the depth of literature surrounding coastal ecosystem values. To the extent possible, the Consultant should review any functions in the existing literature that were used to derive ecosystem service values for potential use in Task 3.

#### DELIVERABLES

- Inventory of ecosystem service values and, as available, the functions used to derive these values, obtained from existing literature and relevant to climate change, erosion and SLR impacts on Cape Cod, including a list of sources.
- Inventory of impacts of climate change, erosion and SLR adaptation strategies on ecosystem services and their values, including a list of sources.

#### DEADLINE

January 5, 2017

#### *TASK 3 – BENEFIT TRANSFER STUDY*

The goal of this task is to estimate the value of ecosystem services affected by climate change, erosion and SLR impacts on Cape Cod using previously conducted research.

Benefit transfer is the use of research results from pre-existing primary studies in settings other than for what is was originally collected. As noted in Task 2, the benefit transfer study will ideally be conducted as a function transfer, which uses functions or statistical models to illustrate the relationship between variables rather than transferring previously-calculated values. The function transfer will enable the valuation study to be tailored to Cape Cod by integrating Cape-specific characteristics into the function.

The Consultant will use the literature review conducted in Task 2 as a baseline for the benefit transfer study, screening the available research for relevance to Cape Cod. Commission staff will be able to provide some relevant data, including GIS-based information; any additional data required for the study is to be collected by the Consultant. The Consultant will assess the value of ecosystem services using previously conducted studies, and summarize econometric results in a technical memo.

The benefit transfer study should also estimate the impacts of implementation of climate change, erosion and SLR adaptation studies on the values of the ecosystem services, based on the strategies selected in Task 1. Commission staff will be able to provide some relevant data, including GIS-based information; any additional data required for the

study is to be collected by the Consultant. The Consultant will assess these impacts using previously conducted studies, and summarize econometric results in a Technical Memo.

The Consultant and Commission staff will meet to discuss the study parameters and key variables, and again to discuss the integration of study results into the GIS-based decision support tool.

#### DELIVERABLES

- Results of the econometric model(s) testing the statistical significance of the benefit transfer function and impacts of adaptation strategy implementation
- Meeting(s) with Commission staff to agree on the parameters of the study
- Meeting(s) with Commission staff to help integrate study results into the GIS-based decision support tool
- Technical Memo on the Benefit Transfer Study, including:
  - A detailed explanation of data sources and the data collection process
  - An explanation of methodologies
  - Analysis of data, including basic descriptive statistics and tables/figures as needed
  - Suggestions for further study

#### DEADLINE

February 16, 2018

#### *TASK 4 – HEDONIC MODEL*

The goal of this task is to estimate the economic impact of the delivery of ecosystem services on property values on Cape Cod.

The Consultant will review existing research on the Cape's housing market, Federal Emergency Management Agency (FEMA) flood zones, modeled areas of impact, and other related research. Commission staff will provide the Consultant with relevant existing data, including geocoded property transactions data from 1996 to 2016; characteristics that impact property value; and other data that captures coastal vulnerability. Any additional data needed for the study is to be collected by the Consultant.

The Consultant will estimate the marginal willingness to pay for changes in levels of ecosystem service delivery (e.g., due to climate change, erosion and SLR threats), as revealed through changes in property values, and summarize econometric results in a Technical Memo.

The Consultant and Commission staff will meet to discuss (a) the study parameters and key variables, (b) integrating study results into the GIS-based decision support tool, and (c) translating project findings into graphic outputs.

#### DELIVERABLES

- Results of the econometric model testing the statistical significance of the hedonic model
- Meeting(s) with Commission staff to agree on the parameters of the study

- Meeting(s) with Commission staff to help integrate study results into the GIS-based decision support tool
- Technical Memo on the Hedonic Model, including:
  - A detailed explanation of data sources and the data collection process
  - An explanation of methodologies
  - Analysis of data, including basic descriptive statistics and tables/figures as needed
  - Suggestions for further study

DEADLINE

April 6, 2018

*TASK 5 – EXECUTIVE SUMMARY*

The goal of this task is to develop an executive summary to summarize the findings of Tasks One through Four.

DELIVERABLES

- Executive Summary.

DEADLINE

May 15, 2018

TOTAL COST NOT TO EXCEED: \$75,000

# AGENDA ITEM 8d

Authorizing the execution of a Subaward agreement with the Woods Hole Oceanographic Institution (WHOI), for a Sea Grant awarded by NOAA, for the amount of \$66,269.00, for the period of September 1, 2017 through August 31, 2019, for the Cape Cod Cooperative Extension to perform work for the project entitled, "Market Development to Diversify Shellfish Aquaculture Products in Massachusetts", supporting aquaculture of three (3) native, coastal shellfish species



## RESOURCE DEVELOPMENT OFFICE

### FUND REQUEST MEMO

**DATE:** 11/8/2017

**TO:** County Commissioners, County Administrator

**FROM:** Sonja Sheasley, Resource Development Officer

**SUBJECT: NOAA/ WHOI SEA GRANT | Awarded to Cooperative Extension**

Explanation: NOAA/Woods Hole Oceanographic Institution awarded the Cape Cod Cooperative Extension funding for a total of two years (Sub Award # A101365) to support the ***Aquaculture Market Development Project***.

**Department:** Cape Cod Cooperative Extension

**Funder:** NOAA/Woods Hole Oceanographic Institution

**Amount:** \$66,269.00

**Purpose/Project:** This new fund pays a portion of salary and fringe, travel and consulting fees for the Cooperative Extension in support of this Sea Grant.

Please establish a new fund for this grant.

Respectfully Submitted,

RDO Officer Signature: \_\_\_\_\_

\_\_\_\_\_  
County Administrator

\_\_\_\_\_  
Date:

\_\_\_\_\_  
Commissioner Name

\_\_\_\_\_  
Commissioner Name

\_\_\_\_\_  
Commissioner Name

## Cost Reimbursable Research Subaward Agreement

<b>Pass-through Entity</b>		<b>Collaborator</b>	
<b>Woods Hole Oceanographic Institution,</b> ("WHOI")		<b>Barnstable County – Cape Cod</b> <b>Cooperative Extension</b>	
Address: <b>266 Woods Hole Rd.</b> <b>Fenno House, MS #39</b> <b>Woods Hole, MA 02543</b>		Address : <b>Deed and Probate Bldg</b> <b>P.O. Box 367</b> <b>Barnstable MA 02630-0367</b>	
		BIN No.: <b>04-6001419</b> DUNS: <b>076612407</b>	
Federal Award (Fed Awd) Agency: <b>NOAA, Sea Grant</b>		FAIN: <b>NA17OAR4170240</b>	WHOI Project No : <b>22174000</b>
Fed Awd Issue Date: <b>08/08/2017</b>	Total Amt of Fed Awd to WHOI: <b>\$113,510.00</b>	CFDA Title: <b>Sea Grant Support</b>	CFDA No. <b>11.417</b>
Estimated Project Period: <b>09/01/2017-08/31/2019</b>	Budget Period of Performance: <b>N/A</b>	Amt. Currently Available: <b>\$66,269.00</b>	Estimated Incremental Total: <b>\$66,269.00</b>
WHOI PD: <b>Dr. Matthew Charette</b>		Collaborator PI: <b>Abigail Archer</b>	
Project Title: <b>"Market Development to Diversify Shellfish Aquaculture Products in Massachusetts"</b>			
Subaward (Sub) No: <b>A101365</b>	Subject to FFATA: (see Attachment 3B) <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		Is this Award R&D: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<input checked="" type="checkbox"/> Deliverables/Reporting and <input type="checkbox"/> Incremental Funding and <input checked="" type="checkbox"/> Cost Sharing Statements <input checked="" type="checkbox"/> Closeout Requirements (See Attachment 4 for all that Apply)			
<b>Terms and Conditions</b>			
1) WHOI hereby awards a cost reimbursable subaward, as described above, to Collaborator. The statement of work and budget for this subaward are as shown in Attachment 5. In its performance of subaward work, Collaborator shall be an independent entity and not an employee or agent of WHOI.			
2) WHOI shall reimburse Collaborator not more often than monthly for allowable costs. All invoices shall be submitted using Collaborator's standard invoice, and should be formatted to include those items listed on Attachment 4. Invoices should be sent electronically to WHOI's Financial Contact, as shown in Attachment 3A. <i>Invoices that do not reference WHOI's subaward number shall be returned to Collaborator.</i> Invoices and questions concerning invoice receipt or payments should be directed to the appropriate party's Financial Contact, as shown in Attachment 3A.			
3) A final statement of cumulative costs incurred, (including cost sharing), marked "FINAL," must be submitted to WHOI's Financial Contact, as shown in Attachment 3A, along with a completed Subaward Release of Claims form signed by an Authorized Official, (blank found in <u>Appendix A</u> ), NOT LATER THAN sixty (60) days after subaward end date. The final statement of costs shall constitute Collaborator's final financial report.			
4) All payments shall be considered provisional and subject to adjustment within the total estimated cost in the event such adjustment is necessary as a result of an adverse audit finding against the Collaborator. WHOI reserves the right to reject an invoice, in accordance with 2 CFR 200.305.			
5) Matters concerning the technical performance of this subaward should be directed to the appropriate party's Principal Investigator/Project Director, as shown in Attachment 3A. Technical reports are required as shown above, "Deliverables/Reporting Requirements."			
6) Matters concerning the request or negotiation of any changes in the terms, conditions, or amounts cited in this subaward agreement, and any changes requiring prior approval, should be directed to the appropriate party's Administrative Contact, as shown in Attachment 3A. Any such changes made to this subaward agreement require the written approval of each party's Authorized Official, as shown in Attachment 3A.			
7) Each party shall be responsible for its negligent acts or omissions and the negligent acts or omissions of its employees, officers, or directors, to the extent allowed by law.			
8) Either party may terminate this subaward agreement with thirty days written notice to the appropriate party's Administrative Contact, as shown in Attachment 3A. WHOI shall pay Collaborator for termination costs as allowable under Uniform Guidance, 2 CFR 200.			
9) No-cost extensions require the approval of WHOI. Any requests for a no-cost extension should be addressed to and received by the Administrative Contact, as shown in Attachment 3A, not less than (30) thirty days prior to the desired effective date of the requested change.			
10) By signing this Research Subaward Agreement, Collaborator makes the certifications and assurances shown in Attachments 1 and 2.			
11) By signing this Research Subaward Agreement including Attachments and Appendices, Collaborator certifies that it will perform the work under this agreement in accordance with the terms of this agreement, including Attachment 1 and 2, and the applicable terms of the Prime Award, as referenced in Attachment 2 and found at Appendix B.			
Authorized Official of WHOI:  _____		Authorized Official of COLLABORATOR:  _____	
Susan P. Ferreira, Post Award Manager Grant & Contract Services		_____	
Date		Date	

**Attachment 1**  
**Cost Reimbursable Research Subaward Agreement**  
**Certifications and Assurances**

By signing this Subaward, the Collaborator Authorized Official certifies, to the best of his/her knowledge and belief, that:

**Certification Regarding Lobbying (2 CFR § 200-450)**

1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Collaborator, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or intending to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Collaborator shall complete and submit Standard Form -LLL, "Disclosure Form to Report Lobbying," to WHOI;

3) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure;

**Debarment, Suspension, and Other Responsibility Matters (2 CFR §200.213 and 2 CFR §180)**

Neither the Collaborator nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency;

**Audit and Access to Records**

The Collaborator complies with the Uniform Guidance, and will provide notice of the completion of required audits and any adverse findings which impact this subaward as required by §200.501-200.521. The Collaborator will provide access to records as required by §200.336, 200.337, and §200.201 as applicable. If Collaborator is not subject to the Single Audit Act, then Collaborator will provide notice of the completion of any required audits and provide access to such audits upon request;

**Program for Enhancement of Contractor Employee Protections (41 U.S.C 4712)**

Collaborator is hereby notified that they are required to: inform their employees working on any federal award that they are subject to the whistleblower rights and remedies of the pilot program; inform their employees in writing of employee whistleblower protections under 41 U.S.C §4712 in the predominant native language of the workforce; and include such requirements in any agreement made with a Collaborator or Collaborator.

The Collaborator shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements).

**Use of Name**

Neither party shall use the other party's name, trademarks, or other logos in any publicity, advertising, or news release without the prior written approval of an authorized representative of that party. The parties agree that each party may use factual information regarding the existence and purpose of the relationship that is the subject of this Agreement for legitimate business purposes, to satisfy any reporting and funding obligations, or as required by applicable law or regulation without written permission from the other party. In any such statement, the relationship of the parties shall be accurately and appropriately described.

Clear All

OMB Control No. 0648-0362  
Expiration Date 3/31/2008

SEA GRANT BUDGET FORM 90-4

<b>GRANTEE:</b> Barnstable County, Cape Cod Cooperative Extension			<b>GRANT/PROJECT NO.:</b>	
<b>PRINCIPAL INVESTIGATOR:</b> Abigail Archer			<b>DURATION (dntes):</b> Year 1 months ( )	
<b>SALARIES AND WAGES:</b>			<b>Sen Grant Funds</b>	<b>Matching Funds</b>
			man-months	
			No. of People	Amount of Effort
1. Senior Personnel				
a. (Co) Principal Investigator:			1.0	2.8
b. Associates (Faculty or Staff):			2.0	3.1
Sub Total:			3.0	5.9
			15,464.32	19,925.34
2. Other Personnel				
a. Professionals:				
b. Research Associates:				
c. Res. Asst./Grad. Students:				
d. Prof. School Students:				
e. Pre-Bachelor Student(s):				
f. Secretarial-Clerical:				
g. Technicians:				
h. Other:				
Total Salaries and Wages:			3.0	5.9
			15,464.32	19,925.34
<b>B. FRINGE BENEFITS:</b>				
Total Personnel (A and B):			8,187.56	10,143.33
<b>C. PERMANENT EQUIPMENT:</b>				
<b>D. EXPENDABLE SUPPLIES AND EQUIPMENT:</b>				
<b>E. TRAVEL:</b>				
1. Domestic				
2. International				
Total Travel:			0.00	0.00
<b>F. PUBLICATION AND DOCUMENTATION COSTS:</b>				
<b>G. OTHER COSTS:</b>				
1. Market Research Consultant			25,000.00	10,000.00
2. Stipends for growers to participate in working group meetings			1,000.00	
3.				
4.				
5.				
Etc.				
Total Other Costs:			26,000.00	10,000.00
<b>TOTAL DIRECT COST (A through G):</b>			49,651.88	40,068.67
<b>INDIRECT COST (On campus 10 % of 49651.88 ):</b>			4,965.19	
<b>INDIRECT COST (Off campus % of ):</b>				
Total Indirect Cost:			4,965.19	0.00
<b>TOTAL COSTS:</b>			54,617.07	40,068.67

Clear All

OMB Control No. 0648-0362  
Expiration Date 3/31/2008

SEA GRANT BUDGET FORM 90-4

<b>GRANTEE:</b> Barnstable County, Cape Cod Cooperative Extension			<b>GRANT/PROJECT NO.:</b>	
<b>PRINCIPAL INVESTIGATOR:</b> Abigail Archer			<b>DURATION (Dates):</b> Year 2 months (     -     )	
<b>SALARIES AND WAGES:</b>			<b>Sea Grant Funds</b>	<b>Matching Funds</b>
	man-months			
	No. of People	Amount of Effort		
1. Senior Personnel				
	a. (Co) Principal Investigator:	1.0	1.5	5,695.63
	b. Associates (Faculty or Staff):			
	Sub Total:	1.0	1.5	5,695.63
2. Other Personnel				
	a. Professionals:			
	b. Research Associates:			
	c. Res. Asst./Grad. Students:			
	d. Prof. School Students:			
	e. Pre-Bachelor Student(s):			
	f. Secretarial-Clerical:			
	g. Technicians:			
	h. Other:			
	Total Salaries and Wages:	1.0	1.5	5,695.63
<b>B. FRINGE BENEFITS:</b>				
	Total Personnel (A and B):			2,396.88
<b>C. PERMANENT EQUIPMENT:</b>				
<b>D. EXPENDABLE SUPPLIES AND EQUIPMENT:</b>				
<b>E. TRAVEL:</b>				
	1. Domestic			2,500.00
	2. International			
	Total Travel:			2,500.00
<b>F. PUBLICATION AND DOCUMENTATION COSTS:</b>				
<b>G. OTHER COSTS:</b>				
	1.			
	2.			
	3.			
	4.			
	5.			
	Etc.			
	Total Other Costs:			0 00
<b>TOTAL DIRECT COST (A through G):</b>			10,592.51	4,046.25
<b>INDIRECT COST (On campus 10 % of 10592.51 ):</b>			1,059.25	
<b>INDIRECT COST (Off campus % of ):</b>				
	Total Indirect Cost:		1,059.25	0 00
<b>TOTAL COSTS:</b>			11,651.76	4,046.25

Clear All

OMB Control No. 0648-0362  
Expiration Date 3/31/2008

SEA GRANT BUDGET FORM 90-4

<b>GRANTEE:</b> Barnstable County, Cape Cod Cooperative Extension			<b>GRANT/PROJECT NO.:</b>	
<b>PRINCIPAL INVESTIGATOR:</b> Abigail Archer			<b>DURATION (dates):</b> 24 months ( )	
<b>SALARIES AND WAGES:</b>			<b>Sea Grant Funds</b>	<b>Matching Funds</b>
	<b>man-months</b>			
	<b>No. of People</b>	<b>Amount of Effort</b>		
<b>1. Senior Personnel</b>				
a. (Co) Principal Investigator:	1.0	4.3	11,391.25	12,815.16
b. Associates (Faculty or Staff):	2.0	3.1	9,768.69	9,858.00
<b>Sub Total:</b>	<b>3.0</b>	<b>7.4</b>	<b>21,159.94</b>	<b>22,773.16</b>
<b>2. Other Personnel</b>				
a. Professionals:				
b. Research Associates:				
c. Res. Asst./Grad. Students:				
d. Prof. School Students:				
e. Pre-Bachelor Student(s):				
f. Secretarial-Clerical:				
g. Technicians:				
h. Other:				
<b>Total Salaries and Wages:</b>	<b>3.0</b>	<b>7.4</b>	<b>21,159.94</b>	<b>22,773.16</b>
<b>B. FRINGE BENEFITS:</b>				
<b>Total Personnel (A and B):</b>			<b>10,584.44</b>	<b>11,341.77</b>
<b>C. PERMANENT EQUIPMENT:</b>				
<b>D. EXPENDABLE SUPPLIES AND EQUIPMENT:</b>				
<b>E. TRAVEL:</b>				
1. Domestic			2,500.00	
2. International				
<b>Total Travel:</b>			<b>2,500.00</b>	<b>0.00</b>
<b>F. PUBLICATION AND DOCUMENTATION COSTS:</b>				
<b>G. OTHER COSTS:</b>				
1. Market Research Consultant			25,000.00	10,000.00
2. Stipends for growers to participate in working group meetings			1,000.00	
3.				
4.				
5.				
Etc.				
<b>Total Other Costs:</b>			<b>26,000.00</b>	<b>10,000.00</b>
<b>TOTAL DIRECT COST (A through G):</b>			<b>60,244.38</b>	<b>44,114.93</b>
<b>INDIRECT COST (On campus 10 % of 60244.38 ):</b>			<b>6,024.44</b>	
<b>INDIRECT COST (Off campus % of ):</b>				
<b>Total Indirect Cost:</b>			<b>6,024.44</b>	<b>0.00</b>
<b>TOTAL COSTS:</b>			<b>66,268.82</b>	<b>44,114.93</b>

# AGENDA ITEM 8e

Authorizing the award of a contract to Isotrope, LLC to assist the Cape Cod Commission with technical reviews of Developments of Regional Impact (DRI), for a period of three (3) years from execution of a contract, with a renewal option for two (2) additional two-year terms

# 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

November 7, 2017

#### MEMORANDUM

**TO:** County Commissioners  
**FROM:** Elaine Davis, Chief Procurement Officer  
**RE:** Notice of Award

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Barnstable County issued a Request for Proposals for a contractor to assist with its technical review of Developments of Regional Impact (DRI) of various wireless communications projects on an as needed basis.

One proposal was received from Isotrope, LLC. The review committee which consisted of the Regulatory team from the Cape Cod Commission, Jon Idman, Jeffrey Ribiero and Michele White Isotrope determined the proposal to be Highly Advantageous.

The term of the contract is three years from the execution of the contract with two, two-year options to renew, at the sole discretion of the County. The vendor's pricing for the first three years is as follows:

\$225.00 per hour (charged in one tenth hour increments)

\$160.00 per hour (not to exceed) for field and lab engineers with prior approval

Travel at cost or not to exceed GSA rate

These costs would be fixed for the first three years of the contract. Should the County exercise the options to renew, the prices can be increased by a percentage not to exceed the US Bureau of Labor Statistics annual, not seasonally adjusted all items, CPI-U for the Boston-Brockton-Nashua, Mass – NH- Maine-Conn consolidated area.

Please vote to award the contract to Isotrope, LLC.

Thank you.

County Commissioners:

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Ronald R. Beaty, Jr.

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Mary Pat Flynn

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Leo Cakounes

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Date

# AGENDA ITEM 8f

Authorizing the award of a contract to ProCourier for courier services for the County Health Lab, for a period from the execution of a contract through June 30, 2018, with a renewal option for two (2) additional one-year periods

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

November 17, 2017

**MEMORANDUM**

**TO:** County Commissioners  
**FROM:** Elaine Davis, Chief Procurement Officer  
**RE:** Notice of Award

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Barnstable County issued an Invitation for Bids on behalf of the Health Department for a qualified courier to collect laboratory samples from clients across the region and deliver them to the Health Lab.

Please award the bid to ProCourier as the responsive, responsible bidder offering the lowest pricing as follows:

Route 1 - Barnstable to Brewster and return with stops in between) = \$149.75 per trip  
Route 2 - Barnstable to Falmouth and return = \$74.50 per trip  
Additional trips = \$2.25 per mile

The term of the contract is from execution of the contract until June 30, 2018 with the option to renew for two additional one year terms.

Thank you.

County Commissioners:

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Ronald R. Beaty, Jr.

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Mary Pat Flynn

---

Leo Cakounes

---

Date

# AGENDA ITEM 8g

Authorizing the execution of a cooperative agreement with the Town of Dennis for an amount not to exceed \$118,000.00 to do and perform all dredge related work for Bass River

COOPERATIVE AGREEMENT  
BETWEEN  
BARNSTABLE COUNTY  
AND  
TOWN OF DENNIS

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2017 by and between the County of Barnstable, hereinafter called the "County," and the Town of Dennis, hereinafter called the "Town."

WHEREAS, Barnstable County received financial assistance in the form of a capital equipment grant from the Commonwealth, through DEM and Waterways to implement a regional maintenance and improvement dredging program, including the purchase and acquisition of a dredge and associated capital equipment; and

WHEREAS, the expenditure of local funds for dredging for maintenance or improvement of the waterways of the Commonwealth is authorized under Chapter 33 of the Acts of 1991; and

WHEREAS, it has been determined that the implementation of a regional dredging program, as a pilot project to ascertain the cost effectiveness of a publicly operated dredging program, is in the best interest of the towns in Barnstable County and the Commonwealth; and

WHEREAS, the Town has participated in the development and establishment of the regional dredge program through the Dredge Advisory Committee, and has identified its dredging needs through the Barnstable County Dredge Management Plan; and

WHEREAS, the Town wishes to have the County undertake the dredging projects covered by this agreement.

ARTICLE I.            STATEMENT OF WORK

NOW THEREFORE, in consideration of the above premises and in the interest of the mutual advantage in attainment of common objectives, the parties hereto agree as follows:

BARNSTABLE COUNTY AGREES:

1. To do and perform all dredge related work for Bass River in accordance with the specifications, drawings and plans (Attachment I) up to a maximum contract amount of \$118,000.00. This is based on removing approximately 6,611 cubic yards of material at \$9.00 per cubic yard and 4,500 cubic yards at \$13.00 per cubic

yard and no charge for mobilization/demobilization costs. Final and complete specifications, plans and drawings shall be provided to the County by the Town in a timely manner.

2. To observe, comply with, and be subject to all terms, conditions, requirements, and limitations of the specifications, plans, and drawings identified in Attachment I as applicable to dredging and rough placement of materials.
3. To provide a hydraulic dredge and all related equipment to conduct maintenance dredging for the Town, according to and guided by the specifications, plans, drawings as provided.
4. To pump dredge materials and provide rough beach placement of said materials at a rate \$ 9.00 per cubic yard for material dredged with out a booster pump and \$13.00 per cubic yard for dredge material using a booster pump. This price includes before and after dredge surveys to be performed by the County.
5. To comply with all applicable laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the safety of persons or property or their protection from damage injury or loss or on dredging or handling of dredge materials.
6. To the extent permitted by law, to indemnify and hold harmless any party sustaining damage or loss resulting from the negligence of the County and its employees with respect to the County's performance of its obligations under this Agreement. Nothing in the previous sentence shall be construed as a waiver of the limitations on the Town's liability under the Massachusetts Tort Claims Act or under other provisions of this agreement.
7. Immediately notify the Town and cease operations whenever the dredging operations exceed the specifications, drawings and plans or whenever situations or conditions are encountered outside the scope of the specifications, drawings, and plans.
8. Without the prior approval of the Town, the dredge will operate between the hours of 7:00 A.M. and 7:00 P.M.

THE TOWN OF DENNIS AGREES:

1. To obtain all required federal, state, and local permits and approvals to conduct the dredge project.
2. To furnish all specifications, drawings, and plans required to perform the dredge project at the execution of this document. Said documents will be incorporated by reference as Attachment I.

3. To conduct required inspections and testing consistent with federal, state and local permits and approvals.
4. To inspect the County's on-site dredging work in a timely manner.
5. To obligate funds to conduct the dredging work specified in Attachment I.
6. To indemnify and hold harmless any party sustaining damage or loss resulting from the negligence of the Town with respect to the Town's performance of its obligations under this Agreement. Nothing in the previous sentence shall be construed as a waiver of the limitations on the Town's liability under the Massachusetts Tort Claims Act or under other provisions of this agreement.

BOTH BARNSTABLE COUNTY AND THE TOWN OF DENNIS AGREE:

That nothing herein shall be construed as obligating either Barnstable County or the Town of Dennis to expend funds or to be obligated to spend funds beyond the scope of this contract.

This AGREEMENT may only be modified in the form of amendments in writing by mutual agreement by both parties. Request for modification will be forwarded to one party by the other party by written notice.

ARTICLE II.            TERM OF AGREEMENT

This AGREEMENT shall be effective when signed by all parties and shall remain in effect until the dredging identified in Attachment I is completed to the mutual satisfaction of all parties.

ARTICLE III.            PAYMENT TO COUNTY:

The cost of the project shall be based on a per cubic yard basis, and calculated on the total cubic yards of material moved, using standard engineering practices, except as specified in Article VIII, and the mobilization and demobilization costs. The cost per cubic yard is \$ 9.00 per cubic yard for material dredged with out a booster pump and \$13.00 per cubic yard for dredge material using a booster pump. The Town shall be billed, and the County shall be paid for the following services:

Mobilization costs for project;

50% movement/placement of dredge materials;

100% movement/placement of dredge materials;

Demobilization costs for the project.

The Town shall submit payment within 30 days of date of invoice to the County. Failure to pay said invoice within 30 days will result in the assessment of a late fee in the amount of 1% per month (12% annually) on the unpaid balance remaining after the 30th day. Said late fee will be assessed daily 0.033%. Failure to pay invoice within 90 days may result in legal action. The Town shall be responsible for all legal costs incurred by the County in collection of unpaid debts.

#### ARTICLE IV.            WEATHER CONDITIONS

In the event of temporary suspension of work due to inclement weather conditions, the County shall cease work with no adverse consequences to the County. The decision to cease work shall be made by the County in consultation with the Town.

#### ARTICLE V.            CHANGES IN WORK

No changes in the work covered by this Agreement shall be made without having prior written approval of both the Town and County. Costs for additional cubic yardage shall be determined utilizing the costs identified in Article III.

#### ARTICLE VI.           COUNTY INSURANCE

The County shall maintain the following insurance coverage while conducting the dredge project:

1.     Compensation insurance. The County shall maintain during the life of this Agreement Workmen's Compensation Insurance as required by applicable state law.
2.     Protection and Indemnity insurance.
3.     General liability and excess liability insurance.
4.     Pollution insurance.
5.     Contingent watercraft liability insurance.

#### ARTICLE VII.         INDEMNIFICATION

To the extent permitted by law, Barnstable County agrees to defend, indemnify, defend and hold harmless the Town of Dennis from any claims, demands, suits or judgments by third parties which may arise out of the negligent activities of Barnstable County or its employees while performing its obligations under this Agreement. Nothing

in the previous sentence shall be construed as a waiver of the limitations on the County's liability under the Massachusetts Tort Claims Act or under other provisions of this Agreement.

To the extent permitted by law, the Town of Dennis agrees to defend, indemnify, defend and hold harmless Barnstable County from any claims, demands, suits or judgments by third parties which may arise out of the negligent activities of the Town of Dennis or its employees while performing its obligations under this Agreement. Nothing in the previous sentence shall be construed as a waiver of the limitations on the Town's liability under the Massachusetts Tort Claims Act or under other provisions of this Agreement.

ARTICLE VIII            TERMINATION

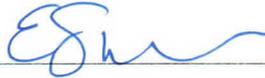
Either party may terminate this Agreement by providing ten (10) days written notice to the other. The Town shall pay the County all costs incurred by the County to the date of termination, including staff time, review of documents and any other costs associated with the project up to said termination.

IN WITNESS WHEREOF, the TOWN and the COUNTY execute this Agreement this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

BARNSTABLE COUNTY  
COMMISSIONERS:

TOWN OF DENNIS:

\_\_\_\_\_  
Leo G. Cakounes



\_\_\_\_\_  
11/15/17  
Date

\_\_\_\_\_  
Mary Pat Flynn

\_\_\_\_\_  
Ronald Beaty

\_\_\_\_\_  
Date

# AGENDA ITEM 8h

Authorizing the execution, acting by and through the Cape Cod Commission, of a Discharge of Mortgage by James Evangelos, Jr. under the HOME Program

**DISCHARGE OF MORTGAGE**

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

*By*     **James Evangelos, Jr.**

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

*dated*   **May 6, 2011**

*recorded with the*   **Barnstable County Registry of Deeds Book 25434 Page 71**

*acknowledges satisfaction of the same.*

*Witness our hand and seal this* \_\_\_\_\_ *day of November 2017*

BARNSTABLE COUNTY,

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

As County Commissioners

COMMONWEALTH OF MASSACHUSETTS

Barnstable, ss.

On this \_\_\_\_\_ day of November 2017, 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:

# AGENDA ITEM 8i

Authorizing the execution, acting by and through the Cape Cod Commission, of a Discharge of Mortgage by Michelle Murray under the HOME Program

**DISCHARGE OF MORTGAGE**

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

*By* **Michelle Murray**

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

*dated* **May 21, 2010**

*recorded with the* **Barnstable County Registry of Deeds Book 24567 Page 335**

*acknowledges satisfaction of the same.*

*Witness our hand and seal this* \_\_\_\_\_ *day of November 2017*

BARNSTABLE COUNTY,

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

As County Commissioners

COMMONWEALTH OF MASSACHUSETTS

Barnstable, ss.

On this \_\_\_\_\_ day of November 2017, 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:

# AGENDA ITEM 8j

Authorizing the execution, acting by and through the Cape Cod Commission, of a Discharge of Mortgage by Ileana M. Rosiewicz under the HOME Program

**DISCHARGE OF MORTGAGE**

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

*By* **Ileana M. Rosiewicz**

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

*dated* **May 7, 2001**

*recorded with the* **Barnstable County Registry of Deeds Book 13824 Page 244**

*acknowledges satisfaction of the same.*

*Witness our hand and seal this* \_\_\_\_\_ *day of November 2017*

BARNSTABLE COUNTY,

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

As County Commissioners

COMMONWEALTH OF MASSACHUSETTS

Barnstable, ss.

On this \_\_\_\_\_ day of November 2017, 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:

# AGENDA ITEM 8k

Authorizing the execution, acting by and through the Cape Cod Commission, of a Discharge of Mortgage by Aran C. Taylor under the HOME Program

**DISCHARGE OF MORTGAGE**

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

*By*     **Aran C. Taylor**

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

*dated*   **September 30, 2005**

*recorded with the*   **Barnstable County Registry of Deeds Book 20321 Page 340**

*acknowledges satisfaction of the same.*

*Witness our hand and seal this* \_\_\_\_\_ *day of November 2017*

BARNSTABLE COUNTY,

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

As County Commissioners

COMMONWEALTH OF MASSACHUSETTS

Barnstable, ss.

On this \_\_\_\_\_ day of November 2017, 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:

# AGENDA ITEM 81

Authorizing the Subordination of a HOME Mortgage for Amber E. Lavelle on real estate located at 121 Camp Street, Unit 138, West Yarmouth

## **SUBORDINATION OF MORTGAGE**

**WHEREAS, Amber E. Lavelle** the owner of certain real estate located at 121 Camp Street, Unit 138, West Yarmouth, MA, Barnstable County, Massachusetts and

**WHEREAS,** Barnstable County is the holder of a mortgage on said premises which mortgage is dated **November 4, 2005** and registered in **Barnstable County Registry of Deeds, Book #20444 Page #72** in the original amount of **\$2,400.00** and

**WHEREAS, Amber E. Lavelle** has received commitment for mortgage financing from **Homestead Mortgage LLC** in the amount of **\$112,000.00**.

**NOW THEREFORE,** in consideration of making of said mortgage loan in the amount of **\$112,000.00** 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 **Homestead Mortgage LLC** 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 #20444 Page #72** and do hereby covenant, agree and declare that said mortgage registered in **Barnstable County Registry of Deeds, Book #20444 Page #72** shall be in all respects subject to and subordinate to the new mortgage for **\$112,000.00** 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 **22nd 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 22, 2017

On this 22nd 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 8m

Authorizing the Execution of Certificates for Dissolving Septic Betterments (NO DOCUMENTS)