

AGENDA PACKET

02/14/18 REGULAR MEETING

AGENDA ITEM 5a

Approval of Minutes: Regular Meeting of January 31, 2018 (NO DOCUMENTS)

AGENDA ITEM 5b

Approval of Minutes: Regular Meeting of February 7, 2018 (NO DOCUMENTS)

AGENDA ITEM 6a

Discussion on the proposed renewal of an agreement with OpenCape for a Regional Wide Area Network (NO DOCUMENTS)

AGENDA ITEM 6b

Discussion regarding a proposed three-year Barnstable County Strategic Plan, including but not limited to a discussion on the County Complex and personnel restructuring (NO DOCUMENTS)

AGENDA ITEM 8a

Authorizing the appointment of Brian Sharpe to the AmeriCorps Cape Cod Advisory Board



County of Barnstable

RESOURCE DEVELOPMENT and AMERICORPS CAPE COD

P.O. BOX 427

BARNSTABLE, MASSACHUSETTS

02630

Phone: (508) 375-6869

FAX (508) 375-6887

resourcedevelopment@barnstablecounty.org



TO: County Commissioners
FROM: Daniel Schell, Program Coordinator
DATE: February 7, 2018
RE: Request vote to Appoint AmeriCorps Cape Cod Advisory Board Members

Please sign below to approve the appointment of Brian Sharp, Manager of the Marine Mammal Rescue Department of the International Fund for Animal Welfare to the Advisory Board for AmeriCorps Cape Cod. This is to fill the vacancy created by Peter Freeman's resignation from the Advisory Board.

COUNTY COMMISSIONERS

Leo Cakounes, Chair _____ **Date** _____

Ronald Beaty, Vice-Chair _____ **Date** _____

Mary Pat Flynn, Commissioner _____ **Date** _____

AGENDA ITEM 8b

Authorizing the execution of a contract with Stericycle Environmental Solutions for the collection of household hazardous waste, for the period of January 1, 2018 through December 31, 2018 with a renewal option for two (2) additional one-year periods

AGREEMENT BETWEEN

Barnstable County
3225 Main Street
Barnstable, MA 02630

and

Stericycle Environmental Solutions
275 Allens Avenue
Providence, RI 02905

THIS AGREEMENT is made this 17 day of January 2018 by and between Stericycle (hereinafter referred to as Contractor), and Leo Cakounes, Mary Pat Flynn, Ronald Beatty, as they are the Commissioners of Barnstable County, but without any personal liability.

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

WHEREAS: Barnstable County issued an Invitation for Bids for bids from a licensed, qualified firm to conduct household hazardous waste collections throughout the County during calendar year 2018 with 2 one-year options to renew.

WHEREAS: The Invitation for Bids was solicited in compliance with MA General Law Chapter 30B

WHEREAS: Stericycle Environmental Solutions is the responsive, responsible bidder offering the lowest price.

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

1. **Employment of Contractor.** The County 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, including costs, benefits, and reasonable attorney fees in the event the Contractor files such claim.
2. **Scope of Services.** All of the work outlined in the Scope of Services.
3. **Time of Performance.** Work in connection with the Agreement shall begin January 1, 2018 through December 30, 2018, with the option to renew for two additional one year periods.
4. **Payment.** The Vendor shall compensate the County for services provided under Scope of Services
5. **Termination or Suspension of Contract for Cause.** If through any sufficient cause, the Customer or the County shall fail to fulfill or perform its duties and obligations under this Contract, or if either party shall violate or breach any of the provisions of this Contract, either party shall thereupon have the right to terminate or suspend this Contract, by giving written notice to the other party of such termination or suspension and specifying the effective date thereof. Such notice shall be given at least fifteen (15) calendar days before such effective date.

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

7. Changes. The County may, from time to time, require changes in the Scope of 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 County 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 151B§(1); the Americans with Disabilities Act of 1990; and all relevant administrative orders and executive orders including Executive Order 246.

9. Subcontracting. None of the services to be provided by the County pursuant to this Contract shall be subcontracted or delegated in whole or in part to any other organization, association, individual, corporation, partnership or other such entity without the prior written approval of the County. No subcontract or delegation shall relieve or discharge the 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 County and Others. No officer, member or employee of the County, and no member of its governing body of the locality or localities in which the Project is situated or being carried out who exercises any functions or responsibility in the review or approval of the undertaking or carrying out of the Project, shall participate in any decision relating to this Contract which affects his personal interest or the interest of any corporation, partnership, or association in which he is directly or indirectly financially interested or has any personal or pecuniary interest, direct or indirect, in this Contract or the proceeds thereof.

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

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

13. Recordkeeping, Audit, and Inspection of Records. The Contractor shall maintain books, records, and other compilations of data pertaining to the requirements of the Contract to the extent and in such detail as shall properly substantiate claims for payment under the Contract. All such records shall be kept for a period of seven (7) years or for such longer period as is specified herein. All retention periods start on the first day after final payment under this Contract. If any litigation, claim, negotiation, audit or other action involving the records is commenced prior to the expiration of the applicable

retention period, all records shall be retained until completion of the action and resolution of all issues resulting therefrom, or until the end of the applicable retention period, whichever is later. If this contract is funded in whole or in part with state or federal funds, the state or federal grantor agency, the County or any of its duly authorized representatives or designees, shall have the right at reasonable times and upon reasonable notice, to examine and copy, at reasonable expense, the books, records and other compilations of data of the Contractor which pertain to the provisions and requirements of this Contract. Such access shall include on-site audits, review and copying of records.

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

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

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

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

18. Choice of Law. This Contract shall be construed under and governed by the laws of the Commonwealth of Massachusetts. The Contractor and the agents thereof, agree to bring any federal or state legal proceedings arising under this Contract, in which the County is a party, in a court of competent jurisdiction within the Commonwealth of Massachusetts. This paragraph shall not be construed to limit any rights a party may have to intervene in any action, wherever pending, in which the other is a party. All parties to this contract and covenant agree that any disputes be litigated in the District 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 against any liability incurred as a result of a violation of this section. If the Contractor receives federal funds pursuant to this Contract, Contractor understands and agrees to comply with all federal requirements including but not limited to audit requirements. Not-for-Profit entities that receive federal funds from the County must comply with the audit requirements outlined in the Office of Management and Budget OMB Circular A-133.

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

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

23. **Vendor must submit weekly Certified payroll forms must be submitted prior to receiving payment.**

24. **If the Commonwealth of Massachusetts enacts and implements a paint product stewardship law requiring paint manufacturers to create, finance and manage an environmentally sound, cost-effective paint stewardship program, including strategies and plans to collect, transport and process postconsumer paint for end-of-life management through reuse, recycling, energy recovery or disposal during the term of the PROGRAM and any extensions thereof, CONTRACTOR shall work in conjunction with such paint stewardship program to accept, collect, transport and process any and all postconsumer paint, stain (both latex and oil-based) and other architectural coatings covered by the product stewardship law without cost to the entities participating in this bid.**

IN WITNESS WHEREOF, the County and Contractor have executed this Agreement this 17 day of January in the year two thousand and eighteen.

FOR THE COUNTY:

BARNSTABLE COUNTY COMMISSIONERS:

Leo Cakounes

Mary Pat Flynn

Ronald Beatty

Date

FOR THE CONTRACTOR:

Melinda Rath
VICE PRESIDENT, SALES
Date 2/7/18

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

December 11, 2017

MEMORANDUM

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

Barnstable County issued an Invitation for Bids on behalf of the Cooperative Extension for a qualified contractor to provide household hazardous waste collections within Barnstable County.

One bid was received from Stericycle. Stericycle has been providing these services to the County for the past three years and the Extension is satisfied with their services. See attached memo from Kalliope Chute, the Household Hazardous Waste Specialist.

The term of the contract is from January 1, 2018 through December 31, 2018, with the option to renew for two additional one-year periods.

Thank you.

Approved:

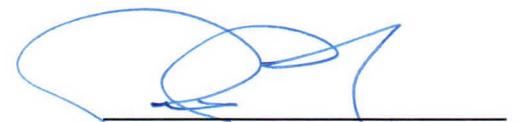
Board of Regional Commissioners



Leo G. Cakounes, Chair



Mary Pat Flynn, Vice-Chair



Ronald R. Beaty, Commissioner

12/20/17

Date



CAPE COD COOPERATIVE EXTENSION

Deeds and Probate Building
3195 Main Street · PO Box 367
Barnstable, MA 02630-0367
(508) 375-6690
www.capecodextension.org

December 5, 2017

Elaine Davis, Chief Procurement Officer
Barnstable County Purchasing Department
PO Box 427
Barnstable, MA 02630

RE: Household Hazardous Waste Vendor Contract for Calendar Year 2018

Ms. Davis:

Would you send a recommendation to the Barnstable County Commissioners to sign a one-year contract with the option for two one-year renewals with Stericycle for the contractual services of collecting and disposing of hazardous waste at household hazardous waste collections conducted within Barnstable County. This contract would begin January 1, 2018 and run through December 31, 2018 with renewals eligible in both calendar year 2019 and 2020.

Should you or the Commissioners have any questions or concerns regarding this recommendation please contact me. Thank you for your continued work and assistance with the HHW bid and contract.

Respectfully,

A handwritten signature in cursive script that reads "Kalliope Chute".

Kalliope Chute
Hazardous Materials Environmental Specialist
Cape Cod Cooperative Extension

APPENDIX B - PRICE PER CONTAINER - BID FORM

Name of Firm: Stericycle Environmental Solutions

Address (mailing): 275 Allens Ave.
Providence, RI 02905

Phone Number: 401-781-6340

Name of Contact: Amanda Wuoti

Signature: _____

Title: Account Manager

Date: _____

REQUIRED INFORMATION

1. Mobilization/demobilization cost (set-up) fee. Not to exceed \$0 per collection: _____ \$0.00
 (per collection fee)

2. Price as noted: **Please note: All categories in Column D require prices. Failure to provide price may disqualify bidder.**

Column A	Column B	Column C	Column D	Column E
TYPE OF WASTE	CONTAINER TYPE	TOTAL WASTE COLLECTED IN ALL 2017 COLLECTIONS*	BIDDERS PRICE PER CONTAINER	TOTAL (Column C x Column D)
Acids	<u>55 gallon drum</u>	<u>31 drums (55 gal)</u>	<u>\$220.00</u>	<u>\$6,820.00</u>
Aerosol Cans	<u>55 gallon drum</u>	<u>77 drums (55 gal)</u>	<u>\$165.00</u>	<u>\$12,705.00</u>
Alkalines	<u>55 gallon drum</u>	<u>54 drums (55 gal)</u>	<u>\$220.00</u>	<u>\$11,880.00</u>
Gasoline	<u>55 gallon drum</u>	<u>65 drums (55 gal)</u>	<u>\$95.00</u>	<u>\$6,175.00</u>
Bleach	<u>55 gallon drum</u>	<u>23 drums (55 gal)</u>	<u>\$220.00</u>	<u>\$5,060.00</u>
Oxidizers	<u>55 gallon drum</u>	<u>23 drums (55 gal)</u>	<u>\$290.00</u>	<u>\$6,670.00</u>
Paint Sludge	<u>55 gallon drum</u>	<u>166 drums (55 gal)</u>	<u>\$190.00</u>	<u>\$31,540.00</u>
Paint	<u>cubic yard box</u>	<u>96 cubic yard boxes</u>	<u>\$435.00</u>	<u>\$41,760.00</u>
Pesticides	<u>55 gallon drum</u>	<u>154 drums (55 gal)</u>	<u>\$240.00</u>	<u>\$36,960.00</u>
Mercury/Mercury Devices	<u>5 gallon pail</u>	<u>3 five gallon pails</u>	<u>\$153.00</u>	<u>\$459.00</u>
Asbestos (non-friable)	<u>55 gallon drum</u>	<u>13 drums (55 gal)</u>	<u>\$150.00</u>	<u>\$1,950.00</u>
Fusees / Road Flares	<u>15 gallon drum</u>	<u>20 drums (15 gal)</u>	<u>\$305.00</u>	<u>\$6,100.00</u>
Total of all waste totals in Column E:				\$172,079.00
Total mobilization cost (Section 1 set-up fee x 24 collections)				\$0.00
**Cumulative Total of Waste Collected and Setup Fee (add two boxes above to come up with total):				\$172,079.00

* These estimates are based on the average of previous year's collections and are not guarantees of total waste to be collected. The County and Towns will only purchase and pay for the quantity of these items that are actually collected.

**The lowest total cost as indicated in the Cumulative Total of Waste Collected and Setup Fee will be considered the lowest bidder.

3. Please Note: All containers 75% full or less will be pro-rated at a rate proportional to the cost of a full container. For example, if the price of a 55 gallon drum of gasoline is \$100, a 50% full drum of gasoline would be invoiced at \$50.

AGENDA ITEM 8c

Authorizing the execution of the discharge of a mortgage by Carmen N. Lebron, to Barnstable County, acting by and through the Cape Cod Commission, dated August 26, 2005

DISCHARGE OF MORTGAGE

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

By **Carmen N. Lebron**

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

dated **August 26, 2005**

recorded with the **Barnstable County Registry of Deeds Book 20198 Page 201**

acknowledges satisfaction of the same.

Witness our hand and seal this fourteenth day of February 2018

BARNSTABLE COUNTY,

As County Commissioners

COMMONWEALTH OF MASSACHUSETTS

Barnstable, ss.

On this _____ day of February 2018, 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 8d

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

AGENDA ITEM 8e

Executive Session pursuant to Massachusetts General Laws, M.G.L. c. 30A § 21 (a)(2), to conduct contract negotiations with non-union personnel, Kristy Senatori, Acting Executive Director of the Cape Cod Commission (NO DOCUMENTS)

AGENDA ITEM 8f

Authorizing the execution of an employment contract with Kristy Senatori, Acting Executive Director of the Cape Cod Commission (NO DOCUMENTS)