

# AGENDA PACKET

05/09/18 REGULAR MEETING

# AGENDA ITEM 5a

Approval of Minutes: Regular Meeting of May 2, 2018

# AGENDA ITEM 6a

Authorizing the nomination of the winner for and awarding of the 2018 Mercy Otis Warren Cape Cod Woman of the Year Award

# AGENDA ITEM 6b

Authorizing the execution of a memorandum of agreement with the Cape Cod Commission regarding a mutual understanding and procedures for internal billing and requested services

MEMORANDUM OF UNDERSTANDING  
BETWEEN

Barnstable County Commissioners  
3195 Main Street  
Barnstable, MA 02630

and

Cape Cod Commission  
3225 Main Street  
Barnstable, MA 02630

Whereas the Barnstable County government (hereafter the County) operates under the Barnstable County Home Rule Charter (hereafter the Charter), as enacted in Chapter 163 of the Acts of 1988, as amended, and its Administrative Code, and

Whereas, the County, per Section 1-6 of the Charter, is specifically empowered, through the adoption, amendment or repeal of ordinances, or the provision of an administrative code, to organize and regulate its internal affairs; create, alter and abolish agencies, offices, positions and employments and define the powers, duties, responsibilities and functions thereof; establish qualifications for persons holding office, positions and employments, provide for the manner of appointment and removal and the salary or other compensation to be paid; and, per Section 1-6 of the Charter, is also specifically empowered to contract with or sign agreements with other governmental units for the provision of a joint, coordinated or cooperative service or function, and

Whereas, per Section 3-2 of the Charter, the executive powers of the County are vested solely in the board of Barnstable County Commissioners (hereafter the Commissioners) and may be exercised either directly by such board, or through the several county agencies under its direction and supervision, and which, per Section 3-4 of the Charter, may authorize any officer or employee of the County to exercise any power, function or duty assigned to it, and

Whereas, the Cape Cod Commission (hereafter the Commission) was created by a separate special act, Chapter 716 of the Acts of 1989 (hereafter the Act), as amended, to be an agency within the County, and, per Section 4 of the Act, is specifically empowered to retain, employ and remove employees, consultants, agents and attorneys, consistent with Barnstable county administrative, personnel and budgetary procedures, as needed to carry out its responsibilities under the Act and to enter into contracts with the approval of the Commissioners, and

Whereas the Commissioners and the Commission (collectively hereafter the Parties) wish to outline responsibilities by which the Parties will operate in areas of mutual interest and expertise.

Now therefore, the Parties hereby agree as follows:

1. The Commissioners:
  - a) Subject to availability of funds, will allocate an annual budget within the County's departments and/or special revenue funds to support the Commission's work related to requested services to be performed for the County by the Commission in an amount not to exceed the amount appropriated in the annual budget.
  - b) Will provide various requests for technical assistance for, and through, departments within Barnstable County as it develops its fiscal year budget pursuant to an agreed upon scope of work.

2. The Commission:

- a) Will provide the services requested by the County and mutually agreed upon by the Parties.
- b) Will coordinate work activities and projects with County staff to maximize resources as appropriate.
- c) Will submit its annual budget request, including any mutually agreed upon services requested by the County, in accordance with the County's finance and administration procedures.

3. Reimbursement/Payment:

- a) The Commission will submit, through an internal billing process, invoices for mutually agreed upon services provided in an amount not to exceed the amount appropriated in the annual budget.
- b) All invoices will be paid and reconciled on or before the end of the fiscal year in which the services were performed. Except for funds encumbered prior to the end of the fiscal year, no roll over of available appropriations will be carried into the subsequent fiscal year.

4. Miscellaneous

- a) This MOU may be amended by mutual agreement of the Parties in writing.
- b) This MOU will be effective upon execution and continue until the Parties terminate it in writing.

IN WITNESS WHEREOF, the Commissioners and Commission have executed this Memorandum of Understanding this \_\_\_\_\_ day of \_\_\_\_\_ in the year two thousand and eighteen.

FOR BARNSTABLE COUNTY COMMISSIONERS:

FOR THE COMMISSION:

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

\_\_\_\_\_  
Kristy Senatori, Acting Executive Director

\_\_\_\_\_  
Ronald Beaty, Vice-Chair

\_\_\_\_\_  
Date

\_\_\_\_\_  
Mary Pat Flynn, Commissioner

\_\_\_\_\_  
Date

# AGENDA ITEM 6c

Discussion on the disbursement of Cape & Islands License Plate Funds to the Cape Cod Commission and other organizations

# AGENDA ITEM 6d

Proposed Ordinance 18:\_\_, Transferring funds from the Special Projects Reserve Fund to continue funding for a component of Cape Cod's Comprehensive Coastal Water Quality Monitoring Program, consistent with the three-year agreement between the Center for Coastal Studies and Barnstable County

## Barnstable County

### Financial Policies

---

#### “Special Projects Reserve Fund”

**Purpose:** The “Special Projects Reserve Fund” is created for the purpose of segregating county funds dedicated to the advancement of monitoring, data collection and alternative solutions to the Cape-Wide issue of clean waters.

#### Procedures:

**Administration.** The Fund will be administered by the County Administrator at the direction of the Board of County Commissioners [through the Chairman]. The County Administrator will report monthly to the Board of County Commissioners on the activities of the fund.

The Board of County Commissioners shall develop a spending plan which prioritizes objectives related to the purpose(s) for which the fund operates. This plan, which may be amended from time to time, will be updated annually and incorporated into the budget message as a part of the goals and objectives for the County in the ensuing year.

**Eligibility.** Applications for funding may be made by any governmental entity in Barnstable County, including the joint application of one or more governmental entities or of a public-private partnership, and non-profit entities organized under the Laws of the Commonwealth. Only applications for funding which further the expressed purpose(s) of the fund will be accepted.

**Submission.** The County Administrator will receive applications from eligible parties for consideration and may request the appointment of a review committee. All applications will be subject to internal review (which may be by an appointed committee) prior to request for final approval of the Board of County Commissioners.

**Approval.** The Board of County Commissioners and the Assembly of Delegates will approve all commitments of funds for this purpose. The approval shall be in the form of an Ordinance which will confirm the County Department monitoring the project for quality and compliance.

---

**Funding.** Sources of funding will be County funds, inter-governmental funds, grants, gifts and donations.

**Uses of Funds.** Only available funds may be approved for disbursement. Submission of invoices shall be in the form and content required by Massachusetts General Laws and best practices so incorporated into the County’s procedures for payment of bills. All commitments of funds shall be subject to M.G.L. C.30B, if applicable and all other Massachusetts General and Special Laws governing the disbursements of public funds.

**Accounting and Reporting.** The Finance Department will provide guidance to the departments monitoring each approved project. Monthly reports will be submitted to the County Administrator for

review and the County Administrator will report to the Board of County Commissioners on the status of all projects. Each final report of a completed project, in addition to the financial report, will quantify the success of the project in the furtherance of the County's purpose(s) so defined.

# AGENDA ITEM 6e

Discussion on authorizing the filling of a vacancy for a full-time administrative assistant, in the Human Services Department, as recommended by the Hiring Committee

# AGENDA ITEM 6f

Discussion on authorizing the filling of a vacancy for a part-time, fully grant funded position, related to the Homeless Management Information System (HMIS), in the Human Services Department, as recommended by the Hiring Committee

# AGENDA ITEM 6g

Ordinance 18-04, Establishing a Job description for a Clerk of the Assembly of Delegates

**BARNSTABLE COUNTY**

**In the Year Two Thousand and Eighteen**

**Ordinance 18-04**

**The County Administrator in accordance with the county's Classification Plan and consistent with the Personnel Plan establish a job description for a Clerk of the Assembly of Delegates.**

*The CAPE COD REGIONAL GOVERNMENT, known as BARNSTABLE COUNTY, hereby ordains:*

The following job description be established for a full-time Clerk of the Assembly of Delegates and be incorporated into the county's Classification Plan.

<b>Title:</b> Assembly Clerk	<b>Classification:</b> Barnstable County
<b>Department:</b> Assembly of Delegates	<b>Grade:</b> MP1 / Full-Time
<b>Reports to:</b> Assembly Speaker	<b>FLSA Status:</b> Exempt
<b>Effective Date:</b>	<b>Union Status:</b> Non-represented

**Summary**

Responsible for routine to complex secretarial, administrative and legislative support functions, in providing assistance to the members of the Assembly of Delegates, and all other related work, as required.

**Supervision**

Works under the general supervision and direction of the Speaker of the Assembly of Delegates. Functions independently, referring problems to supervisor only when clarification or interpretation of policy or procedure is required. Performs a variety of responsible duties and functions, in accordance with the Charter for Barnstable County, requiring the exercise of initiative, independent judgment and a wide knowledge of County procedures and operations.

**Essential Functions**

*The essential functions or duties listed below are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related, or a logical assignment to the position.*

Serves as initial point of contact for the Assembly of Delegates Office. Represents the County in a professional and courteous manner.

Serves as a resource person for the public and county departments by providing information on Assembly of Delegates procedures and approaches to solving problems.

Provides administrative support to the Assembly of Delegates in completion of tasks; including coordinating reports, general correspondence, gathering supporting documentation, and the organization and preparation necessary for Assembly of Delegates' meeting packets and all other related events.

Posts meeting notices, prepares correspondence, reports, and other materials requested by the Assembly of Delegates.

Distributes information and other important notices to towns and other agencies as required.

Prepares Assembly of Delegates' purchase order requisitions; processes invoices through the MUNIS System, reconciles accounts and maintains office inventory.

Prepares the Assembly budget with assistance from the Speaker and Finance Chairperson, completes and processes various forms and reimbursements.

Maintains file system and records retention system for the Assembly of Delegates.

Provides notice of all meetings of the Assembly of Delegates to its members, keeps a journal and other records of all its proceedings and performs such other duties as may from time to time be assigned to the office by a County charter, by ordinance, or by other vote of the Assembly of Delegates.

Manages legislative functions required for the operation of the Assembly of Delegates. In coordination with the County Counsel drafts legislation on behalf of the Assembly of Delegates and assures that proposed laws associated with the County have appropriate content and form and do not conflict with existing laws.

Engages in communication with County, State and local officials, County Counsel, the media, and others on behalf of the Speaker and the Assembly of Delegates. Serves as Assembly Liaison to State Ethics Commission.

Provides the appropriate information to be posted on the Assembly of Delegates website.

Assists the Speaker in preparing the Assembly's Calendar of Business and coordinates appearances before the Assembly.

Coordinates Assembly committee meetings and provides technical assistance within the committee meetings of the Assembly.

Assists the chairs of the Standing Committees with assignments and schedules meetings with department heads and others.

Preparation of all Assembly of Delegates meeting notices and committee minutes.

Prepares and distributes reports associated with Assembly activities.

Assists Assembly Delegates in the research and preparation of resolutions and ordinances.

Handles confidential and legal correspondence requiring high level of discretion and judgment.

Performs similar or related work as required or directed by the Speaker.

Works efficiently to avoid delays and confusion in the adoption of ordinances and other Assembly actions, as well as County certified documents that have legal and financial implications.

## Recommended Minimum Qualifications

### **Education and Experience:**

Bachelors' Degree required, Masters' Degree preferred, in public or business administration, communication or related field and three to five years of experience in municipal or public administration, paralegal work or equivalent combination of education and experience.

**Knowledge:** Office management practices and procedures; MA General Laws pertaining to county operations. General knowledge of legal processes, government operations and finance. Knowledge of legislative process and procedures. Knowledge of a range of government issues, such as public finance and Robert's Rules of Order.

**Ability:** Plan, organize, analyze problems, prepare reports and formulate recommendations; establish and maintain effective working relationships with a variety of public officials, vendors and the general public; manage multiple assignments and meet deadlines; Ability to communicate effectively, both orally and in writing; make presentations and maintain accurate and detailed records; and to work independently with limited supervision.

**Skill:** Analytical, organizational, writing, interpersonal/collaborative communication, presentation, resourcefulness and discretion. Computer skills that encompass effective use of word processing, spreadsheet, project management, county and state software applications. Skilled in the use of standard office equipment, email and internet browser software.

### **Job Environment**

Most work is performed under typical office conditions. Occasional evening work is required. Work load is generally stable but increases to reflect specific projects and cyclical work demands at different times of the year.

Makes contact with the public in person, by telephone, and electronically. Contacts include County department heads and staff, town officials, Assembly of Delegates, County Commissioners, County Counsel, other government agencies, and many private parties related to problem solving and inquiries for information.

### **Physical Requirements**

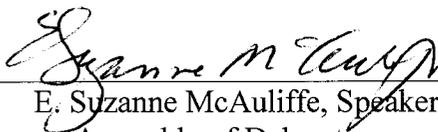
*The physical demands described are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.*

Minimal physical effort required to perform office duties; required to sit, talk and listen more than two-thirds of the time; may occasionally have to lift 30 pounds, such as file boxes. Position requires the ability to operate general office equipment and to view computer screens for an extended period of time.

*This job description does not constitute an employment agreement between the employer and employee, and is subject to change by the employer, as the needs of the employer and requirements of the job change.*

*Equal Opportunity/Americans with Disabilities Act Employer*

Adopted by the Assembly of Delegates on May 2, 2018

  
\_\_\_\_\_  
E. Suzanne McAuliffe, Speaker  
Assembly of Delegates

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

\_\_\_\_\_  
Leo Cakounes  
Chairman

\_\_\_\_\_  
Ronald Beaty  
Vice Chairman

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

# AGENDA ITEM 6h

Ordinance 18-05, Authorizing the Board of Commissioners to purchase capital equipment and implement capital improvement

BARNSTABLE COUNTY BOARD OF COMMISSIONERS

In the Year Two Thousand Eighteen

**Ordinance 18-05**

To authorize the County to purchase capital equipment, and implement capital improvements for use in conducting the business of the County and to borrow money to pay, therefore;

*The Cape Cod regional government, known as Barnstable county hereby ordains;*

The Board of Commissioners is hereby authorized to purchase capital equipment, and implement capital improvements for use in conducting the business of the County as follows:

Section 1.

- a. Purchase the following equipment for the Fire Training Academy for use in conducting business specific to the operations and services of the Barnstable County Commissioners:

<u>Item</u>	<u>Cost</u>	<u>Finance Account Number</u>
Purchase of Fire Service Training System:	\$200,000.00	0054608 5870 2019
Total Cost	\$200,000.00	

- b. Implement the following capital improvements for the Health & Environment Department – Laboratory Division for use in conducting business specific to the operations and services of the Barnstable County Commissioners:

<u>Item</u>	<u>Cost</u>	<u>Finance Account Number</u>
Laboratory – Equipment Replacement	\$154,000.00	0052038 5875 2019
Laboratory-Equipment Upgrade	\$34,000.00	0052038 5875 2019
Total Cost:	\$188,000.00	

Ordinance 18-05: FY19 Capital Budget

May 2, 2018

The total cost of equipment, improvements and projects equals (=) \$388,000.00.

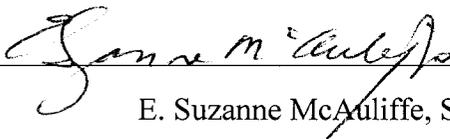
Section 2.

For the purposes set forth in Section 1, the County Treasurer, with the approval of the County Commissioners, may borrow from time to time, on the credit of the County, such sums as may be necessary, and may issue bonds and or notes of the County therefore;

Section 3.

All bonds or notes issued pursuant to this proposed ordinance shall be signed by the County Treasurer and countersigned by a majority of the County Commissioners. The County may sell securities at public or private sale upon such terms and conditions as the County Commissioners may deem proper but not at prices of less than par value. Indebtedness incurred under this proposed ordinance shall, except as herein provided, be subject to Chapter 35 of the Massachusetts General laws.

Adopted by the Assembly of Delegates on May 2, 2018



E. Suzanne McAuliffe, Speaker

Assembly of Delegates

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

\_\_\_\_\_  
Leo Cakounes  
Chairman

\_\_\_\_\_  
Ronald Beaty  
Vice Chairman

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

# AGENDA ITEM 6i

Ordinance 18-06, Adopting an Operating Budget for the Dredge Enterprise Fund for Fiscal Year 2019

**BARNSTABLE COUNTY**

**In the Year Two Thousand and Eighteen**

**Ordinance 18-06**

Adopting an Operating Budget for the Dredge Enterprise Fund for the Fiscal Year 2019, beginning July 1, 2018 and ending June 30, 2019. The Cape Cod Regional Government, known as Barnstable County hereby ordains;

**SECTION 1.** A budget consisting of the appropriations listed in SECTION 2 below be adopted for the Fiscal Year July 1, 2018 through June 30, 2019.

**SECTION 2.** Appropriations for said budget are as follows:

**COUNTY SERVICES**

Dredge	\$2,026,000
<b>Total County Services</b>	<b>\$2,026,000</b>

<b>TOTAL FY 2019 BUDGET</b>	<b>\$2,026,000</b>
-----------------------------	--------------------

**SECTION 3.** No appropriation listed above may be exceeded without appropriate ordinance action to amend budget.

**SECTION 4.** The public notice for this proposed ordinance was published at least 48 hours prior to the February 7, 2018 meeting of the Board of Regional Commissioners.

**SECTION 5.** This ordinance shall take effect July 1, 2018.

Adopted by the Assembly of Delegates on May 2, 2018



E. Suzanne McAuliffe, Speaker  
Assembly of Delegates

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

\_\_\_\_\_  
Leo Cakounes  
Chairman

---

Ronald Beaty  
Vice Chairman

---

Mary Pat Flynn  
Commissioner

# AGENDA ITEM 6j

Ordinance 18-07, Adopting an Operating Budget for the Fiscal Year 2019

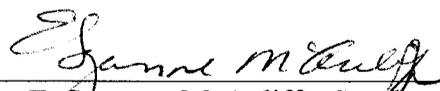
<b>PLANNING &amp; DEVELOPMENT</b>	
Cape Cod Commission	<u>\$6,054,749</u>
<b>Total Planning &amp; Development</b>	<b>\$6,054,749</b>
<b>SHARED COSTS &amp; DEBT SERVICE</b>	
Fringe Benefits	\$1,208,678
Miscellaneous & Contingency	\$ 697,625
Debt Service	\$ 812,410
<b>Total Shared Costs &amp; Debt Service</b>	<b><u>\$2,718,713</u></b>
<b>TOTAL FY 2018 BUDGET</b>	<b>\$27,354,113</b>

**SECTION 3.** No appropriation listed above may be exceeded without appropriate ordinance action to amend budget.

**SECTION 4.** The public notice for this proposed ordinance was published at least 48 hours prior to the February 7, 2017 meeting of the Board of Regional Commissioners.

**SECTION 5.** This ordinance shall take effect July 1, 2018.

Adopted by the Assembly of Delegates on May 2, 2018

  
\_\_\_\_\_  
E. Suzanne McAuliffe, Speaker  
Assembly of Delegates

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

\_\_\_\_\_  
Leo Cakounes  
Chairman

**BARNSTABLE COUNTY ASSEMBLY OF DELEGATES**  
**Ordinance 18-07: Barnstable County FY19 Operating Budget**  
**May 2, 2018**

---

Ronald Beaty  
Vice Chairman

---

Mary Pat Flynn  
Commissioner

# AGENDA ITEM 8a

Authorizing the approval of a reimbursement request for Kristy Senatori, Acting Executive Director of the Cape Cod Commission, for the period of February 6, 2018 through April 20, 2018

# AGENDA ITEM 8b

Authorizing the approval of a reimbursement request for Jack Yunits, County Administrator, for the period of March 14, 2018 through April 9, 2018

# AGENDA ITEM 8c

Authorizing a vacation carryover request for Mary McIsaac, Finance Director/Treasurer

# AGENDA ITEM 8d

Authorizing the award of a contract to Peterson Oil and Cape Cod Biofuels, Inc., for the Supply and Delivery of Fuel Oil to Barnstable County and other Political subdivisions, for the period of July 1, 2018 to June 30, 2019

# AGENDA ITEM 8e

Authorizing the execution of a contract with Timmons Group, on behalf of the Cape Cod Commission, for the design of a coastal resiliency web application, for an amount not to exceed \$85,000.00, for a period through January 31, 2019

AGREEMENT  
BETWEEN

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

And

Timmons Group  
1001 Boulders Parkway, Suite 300  
Richmond, Virginia 23225

THIS AGREEMENT, made this 30<sup>th</sup> day of April 2018 by and between Timmons Group (hereinafter referred to as Contractor), and Leo Cakounes, Ronald Beaty, and Mary Pat Flynn as they are the Commissioners of Barnstable County, acting by and through the Cape Cod Commission (hereinafter referred to as the Commission) but without any personal liability.

WITNESSETH THAT:

WHEREAS, the Commission is the regional planning and land use regulatory agency for the fifteen towns in Barnstable County, and

WHEREAS, the Commission requires technical assistance in the development of a web-based decision support tool funded through a grant with the National Oceanic and Atmospheric Administration, and

WHEREAS, the Contractor has been selected through a competitive procurement process to perform this assistance,

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

1. Employment of Contractor. The Commission hereby agrees to engage the Contractor to perform the services hereinafter set forth in the Scope of Services. Contractor shall not be considered an employee of Barnstable County. Contractor hereby agrees to hold the Commission 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 Commission, including costs, benefits, and reasonable attorney fees in the event the Contractor files such claim.

2. Scope of Services. The Contractor shall perform the scope of services as set forth in Barnstable County's Request for Proposals dated March 20, 2018 incorporated herein by reference.

3. Time of Performance. Work in connection with the Agreement shall begin upon execution of this Agreement and continue until December 31, 2018, unless an extension in time is agreed to in writing by both the Commission and the Contractor.

4. Payment. The Commission shall compensate the Contractor for services provided under Section 2, Scope of Services, at the rates and amounts detailed in the Proposer's Price Proposal dated April 2, 2018 up to a maximum fee of \$84,080.00. Upon acceptance of the Contractor's invoice, payment will be made within thirty (30) days. If an invoice is not accepted by the Commission within fifteen (15) days, it shall be returned to the Contractor with a written explanation for the rejection. At the end of each County fiscal year Contractor must submit any outstanding invoices for services performed or delivered during the fiscal year (July 1-June 30) to the Commission no later than July 31st.

5. Termination or Suspension of Agreement for Cause. If through any sufficient cause, the Contractor or the Commission shall fail to fulfill or perform its duties and obligations under this Agreement, or if either party shall violate or breach any of the provisions of this Agreement, either party shall 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 shall be given at least fifteen (15) calendar days before such effective date.

6. Termination for Convenience of Commission. The Commission shall have the right to discontinue the work of the Contractor and cancel this Agreement 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 Agreement, 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 Agreement up to and including the date of termination or suspension.

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

8. Non-Discrimination in Employment and Affirmative Action. The Contractor shall take affirmative action to ensure that qualified applicants and employees are treated without regard to age, race, color, religion, sex, marital status, sexual orientation, national origin, disability, or Vietnam Era Veteran status. The Contractor agrees to comply with all applicable Federal and State statutes, rules and regulations prohibiting discrimination in employment including but not limited to: Title VII of the Civil Rights Act of 1964, as amended; Massachusetts General Laws Chapter 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 Contractor pursuant to this Agreement 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 Commission. No subcontract or delegation shall relieve or discharge the Contractor from any obligation or liability under this Agreement except as specifically set forth in the instrument of approval. If this Agreement 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 Agreement. The Commission shall have the right to obtain a copy of the subcontract upon request.

10. Interest of Members of Commission and Others. No officer, member or employee of the Commission, IT, 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 Agreement which affects his personal interest or the interest of any corporation, partnership, or association in which he is directly or indirectly interested or has any personal or pecuniary interest, direct or indirect, in this Agreement 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 Agreement and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the Commission thereto; provided, however that claims for money due or to become due the Contractor from the Commission under this Agreement 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 Commission.

13. Recordkeeping, Audit, and Inspection of Records. The Contractor shall maintain books, records, and other compilations of data pertaining to the requirements of the Agreement to the extent and in such detail as shall properly substantiate claims for payment under the Agreement. 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 Agreement. 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 Agreement is funded in whole or in part with state or federal funds, the state or federal grantor agency, the Commission 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 Agreement. 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 Agreement which the Commission 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 Commission.

15. Publication, Reproduction and Use of Material. No material produced in whole or in part under this Agreement shall be subject to copyright in the United States or in any other country. The Commission 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 Agreement.

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 Agreement, 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 Agreement 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 Agreement, in which the Commission 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.

19. Force Majeure. Neither party shall 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 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 Agreement 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 Commission against any liability incurred as a result of a violation of this section. If the Contractor receives federal funds pursuant to this Contact, Contractor understands and agrees to comply with all requirements outlined in the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200 Subpart A-F.)

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 Agreement. If any provision of this Agreement 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 Agreement shall be enforced to the fullest extent permitted by law.

IN WITNESS WHEREOF, the Commission and Contractor have executed this Agreement this 30<sup>th</sup> day of April in the year two thousand and eighteen.

BARNSTABLE COUNTY COMMISSIONERS:

FOR THE CONTRACTOR:

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

\_\_\_\_\_  
Ronald Beaty, Vice-Chair

\_\_\_\_\_  
Mary Pat Flynn, Commissioner

\_\_\_\_\_  
Date

Lowell BALLARD *Lowell Ballard*

4/30/2018  
Date

FOR THE COMMISSION:

*Kristy Senatori*  
Executive Director

5/1/18  
Date

# AGENDA ITEM 8f

Authorizing the award of contracts to: George S. Coyne Chemical Co., Inc; Borden & Remington Corp.; and Univar USA Inc. for the Supply and Delivery of Chemicals to Water Departments in the County for the period of July 1, 2018 to June 30, 2019

# AGENDA ITEM 8g

Authorizing the award of a contract to Union Studio, on behalf of the Cape Cod Commission for technical services related to compact development planning, design and form-based code, for a period through eighteen (18) months from the date of execution

# AGENDA ITEM 8h

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