

AGENDA PACKET

06/27/18 REGULAR MEETING

AGENDA ITEM 5a

Approval of Minutes: Regular Meeting of June 20, 2018 (NO DOCUMENTS)

AGENDA ITEM 6a

Presentation by Vaira Harik, of the County's Human Services Department, and Quan Tobey, of the Resource Development Office, on a grant from the Tufts Health Plan Foundation

Factsheet: Healthy Aging-Cape Cod Age-Friendly & Dementia-Friendly Assessment and Action Plan (2018 – 2020)

Grantor: Tufts Health Plan Foundation
Grantee: Cape Cod Foundation (Fiscal Sponsor): \$121,520 (over 2 years)
Grant Period: 7/1/2018 to 6/30/2020
Contracted Project Management: Barnstable County Dept of Human Services

Introduction:

The Cape Cod Foundation, fiscal sponsor of Healthy Aging Cape Cod (HA-CC), is the recipient of grant funding to continue regional planning work begun in 2017 by the Barnstable County Dept. of Human Services. HA-CC now has a Steering Committee¹ and a workgroup, both of which meet regularly.

Healthy Aging-Cape Cod has the approval of all 15 towns on Cape Cod to do the following:

1. Conduct a Regional Baseline Assessment of age-friendly and dementia friendly elements (AF-DF).
2. Create an AF-DF Regional Action Plan.
3. Conduct 15 town-specific AF-DF Assessments.
4. Join the AARP's Network of Age-Friendly Communities as an "Age-Friendly Region."

The assessment and planning processes will include a dementia-friendly lens which will bring our process into conformance with the age-friendly and dementia friendly planning taking place at the statewide level.

Projected Outcomes

Barnstable County will attain "Age-Friendly Region" designation (see page 3) and will be positioned to participate in and benefit from the dementia friendly work being done at the statewide level by MCOA supporting the Dementia Friendly Massachusetts initiative.

Nine towns have indicated interest in becoming Age-Friendly Communities as well.

The number of people served by this project is that of the Cape Cod population over age 50 (112,032), estimated as follows (2015 data): (Age 50-64 = 52,747) + (Age 65+ = 59,285).

This assessment and planning work will position HA-CC to make the best use of our existing system

¹ The Steering Committee includes the Elder Services of Cape Cod, Cape Cod Healthcare, Spaulding Rehabilitation, Community Health Centers, CCRTA, Cape Cod Commission, town Councils on Aging, Alzheimer's Family Support Center, Barnstable County Department of Human Services.

of services, to identify gaps and plans for filling them, and will support requests for funding at the regional and town levels in the coming years.

Project Summary:

We will complete Steps 1 and 2 of the AARP Program Cycle to (Step 1) achieve membership in the AARP Age-Friendly (AF) Network for Barnstable County as a region, and (Step 2) to complete the 2-year planning phase in which a Regional Baseline Assessment and Regional Action Plan are produced.

Deliverables

At the end of Year 1 a Regional AF/DF Baseline Assessment and 15 AF/DF Town-specific Assessment Reports will be delivered.

At the end of Year 2 a Regional AF/DF Action Plan will be published. During the process of creating these deliverables receiving participation from seniors and regional stakeholders will be a priority.

Year 1

1. Designation as an AARP "Age-Friendly Region"
2. Regional AF/DF Baseline Assessment
- 3.1 AF-DF Town-Specific Assessment Report: Barnstable
- 3.2 AF-DF Town-Specific Assessment Report: Bourne
- 3.3 AF-DF Town-Specific Assessment Report: Brewster
- 3.4 AF-DF Town-Specific Assessment Report: Chatham
- 3.5 AF-DF Town-Specific Assessment Report: Dennis
- 3.6 AF-DF Town-Specific Assessment Report: Eastham
- 3.7 AF-DF Town-Specific Assessment Report: Falmouth
- 3.8 AF-DF Town-Specific Assessment Report: Harwich
- 3.9 AF-DF Town-Specific Assessment Report: Mashpee
- 3.10 AF-DF Town-Specific Assessment Report: Orleans
- 3.11 AF-DF Town-Specific Assessment Report: Provincetown
- 3.12 AF-DF Town-Specific Assessment Report: Sandwich
- 3.13 AF-DF Town-Specific Assessment Report Truro
- 3.14 AF-DF Town-Specific Assessment Report Wellfleet
- 3.15 AF-DF Town-Specific Assessment Report Yarmouth

Year 2

4. Regional AF/DF Action Plan

AS OF 6/26/18

AARP® Network of Age-Friendly Communities

Real Possibilities

The Program Cycle

Step 1: ENTERING THE NETWORK

The AARP Network of Age-Friendly Communities serves as a catalyst to educate, encourage, promote and recognize improvements that make communities supportive for residents of all ages. The network provides U.S. cities, towns and counties with the resources to become more age-friendly by tapping into national and global research, planning models and best practices.

Step 2: PLANNING PHASE (Years 1 - 2)

This phase has four key elements:

- The establishment of mechanisms to involve older people throughout the age-friendly community cycle
- A baseline assessment of the community's age-friendliness
- The development of a three-year community-wide action plan based on the assessment
- The identification of indicators for monitoring progress

This phase is completed when an action plan is submitted to the World Health Organization (WHO) for review and endorsement.

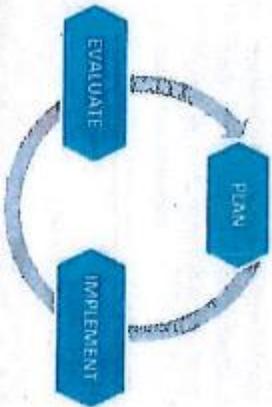
FUNDING FROM TOWNS HAS BEEN RECEIVED TO COMPLETE THIS WORK

Step 3: IMPLEMENTATION & EVALUATION (Years 3 - 5)

No later than two years after joining the AARP Network of Age-Friendly Communities, a community needs to submit its action plan to AARP for review and endorsement. Upon endorsement and recommendation to the WHO by AARP, a community begins a three-year period of implementation. At the end of this period the community is required to submit a progress report to AARP outlining its progress against the indicators developed in the Step 2: Planning Phase.

Step 4: CONTINUOUS CYCLE OF IMPROVEMENTS (Years 5+)

At this point a community is able to continue their membership by entering into further implementation cycles.



AARP NETWORK OF AGE-FRIENDLY COMMUNITIES MEMBER BENEFITS

- Organizational guidance from national experts
- Streamlined admission into the World Health Organization's age-friendly network
- Resources for identifying and developing assessment and survey tools
- Information about identifying and developing community-success criteria
- Strategies for identifying and developing ways to monitor progress
- Access to a network of communities and best practices
- Access to a volunteer network of support
- Access to evaluation tools
- Invitations to organized trainings and networking events
- Resources at AARP.org/livable and AARP.org/agefriendly
- Support and guidance from AARP
- Recognition by AARP and others

2014 | AARP

AARP® Network of Age-Friendly Communities

Real Possibilities

An Introduction

NETWORK PROFILE

The AARP Network of Age-Friendly Communities consists of villages, towns and counties throughout the United States. The Network is expanding regularly as additional communities make the commitment to become age-friendly. AARP advances efforts to help people live easily and comfortably in their homes and communities, and it encourages older residents to take an active role and have their voices heard.

EIGHT DOMAINS OF LIVABILITY

AARP's Network of Age-Friendly Communities targets improvements that influence the health and quality of life of older adults:

- 1. Outdoor spaces and buildings**
Availability of safe and accessible recreational facilities
- 2. Transportation**
Safe and affordable modes of private and public transit
- 3. Housing**
Range of housing options for older residents, the ability to age in place and home-modification programs

- 4. Social participation**
Access for older adults to leisure and cultural activities, and opportunities for social and civic engagement with both peers and younger people
- 5. Respect and social inclusion**
Programs to promote ethnic-and cultural diversity, as well as multigenerational interaction and dialogue
- 6. Civic participation and employment**
Paid work and volunteer activities for older adults, and opportunities to engage in the creation of policies relevant to their lives
- 7. Communication and information**
Access to technology that helps older people connect with their community, friends and family
- 8. Community support and health services**
Access to homecare services, health clinics and programs that promote wellness and active aging

LEARN MORE!

AARP.org/agefriendly
AARP.org/livable



QUESTIONS?

AARP Network contact:
Valerie Spain, Program Manager
617-305-0566
vspain@aarp.org
One Beacon Street
Suite 2301
Boston, MA 02108

AARP Age-Friendly Network Communities

- * Agawam
- * Boston
- * Berkshire County (North Adams, Pittsfield in Network, small hill towns submitting resolutions)
- * Dartmouth
- * Martha's Vineyard (Aquinnah, Chilmark, Edgartown, Oak Bluffs, Vineyard Haven, West Tisbury,)
- * Newton
- * New Bedford
- * Peabody
- * Salem
- * West Springfield
- * **YARPMOUTH**

AGENDA ITEM 6b

Discussion on authorizing the Barnstable County Regional Emergency Planning Committee (BCREPC) to develop and expand public safety training efforts



**BARNSTABLE COUNTY
DEPARTMENT OF HEALTH AND THE ENVIRONMENT**

BARNSTABLE COUNTY COMPLEX
3195 MAIN STREET / PO BOX 427
BARNSTABLE MASSACHUSETTS 02630

Phone: (508) 375-6613
FAX: (508) 362-2603
TDD: (508) 362-5885

MEMORANDUM

**TO: Leo Cakounes, Chair
Barnstable County Commissioners**

**FROM: Sean O'Brien, Emergency Preparedness Coordinator
Barnstable County Regional Emergency Planning Committee**

DATE: June 22, 2018

**RE: Request to be on Barnstable County Commissioner's Agenda for
June 27, 2018**

Please let this memorandum serve as a formal request to be placed on the Barnstable County Commissioner's Agenda for Wednesday, June 27, 2018. Since November 2017 representatives of the Barnstable County Regional Emergency Planning Committee have been having discussions with local police chiefs about how Barnstable County can assist them with required law enforcement training and how we can best expand our existing public safety training program.

In these meetings, we have learned that it is imperative to have a local facility for police education since most options are located well outside the region. Additionally, with our experience in firefighter training, we will have opportunities to conduct joint disciplined programs.

We are requesting approval from the Barnstable County Commissioner's to continue the development of this law enforcement training potential and to commence a preliminary search for buildings and properties to host an expansion of our public safety training efforts.

Thank You for your assistance with this opportunity.

Police Training Facility within Barnstable County – Local Police Survey (Cape Cod & the Islands)

Agency	Aquinnah	Barnstable	Bourne	Brewster
Contact	-	Lt Jean Challies & Sgt. Troy Perry	Chief Woodside	Chief Eldredge
Question #1 FT PT Other Civilian	N/A	Total = 131 117 14 NR – 5 (FT)/5(PT); Harbormasters – 4 (FT)/6 (PT) 16	Total = 47 47 - 5 Special Officers -	Total = 47 23 0 1 Animal Control Officer 5
Question #2	N/A	Yarmouth and Plymouth for in-service	Everywhere but Plymouth Academy is the primary location	Full Time Academy – Plymouth, Randolph, and new Braintree In-Service – Yarmouth and Plymouth Specialty – wherever, prefer local
Question #3	N/A	Monument beach Gun Club and currently awaiting regulatory clearance for our town range	Private Club Range	Brewster Sportsman’s Club
Access to an Indoor Range?	N/A	Yes	Not Yet	No
Question #4	N/A	Yes	Yes	Yes
Question #5	N/A	Yes	Yes	Yes – paying for travel time impacts our overtime budget and hotel costs deplete our already slim training budget
Question #6	N/A	Yes	Yes	Yes, absolutely
Question #7	N/A	Prior to suggesting any “specialized trainings”; a priority would be to identify a Chief from CapeLEC to be designated as the Control Chief for Training. The Control Chief could then create a training council/codre to properly identify needed specialized trainings within Barnstable County	Not at the Moment	1: Dispatch for non-PSAP agencies 2: OIC and Supervisor schools 3: Bike Patrol 4: Mental Health First Aide for First Responders 5: Police Legitimacy
Question #8	N/A	N/A	N/A	The biggest benefit would be the reduction of travel costs for training. In addition, having some local influence on courses provided would be beneficial.
Addition Comments	-	-	-	-

Agency	Chatham	Dennis	Eastham	Edgartown
Contact	Chief Pawlina	Chief DiMatteo	Chief Kulhawk	Lt. Dolby
Question #1	Total = 23	Total = 50	Total = 20	Total = 21
FT	21	47	17	19
PT	2	3	3	3
Other	-	NR – 4 (FT) / 5 (PT); Harbormasters - 5	0	-
Civilian	-	-	5	2
Question #2	Plymouth, Yarmouth, and Off-Cape	In-service training with “in-house” instructors	Mostly Plymouth, but will travel anywhere in Commonwealth	-Supervisors attend in-service at Plymouth Police Academy -MPTC/Plymouth Academy send instructors to the Island for patrol officer in-service
Question #3	Nauset Gun Club	Bass River Rod and Gun Club	Nauset Rod and Gun Club	We have access to two privately owned pieces of property where we shoot – we’ll be losing access to one of them.
Access to an Indoor Range?	No	No	No	No
Question #4	Yes	Absolutely	Yes	Yes – once we lose access to our existing place we’ll be desperate need of a facility
Question #5	Yes – Plymouth is reasonable but many other locations for specialty training are not	Yes – by doing our own in-house training it is easier to schedule and provide make up days with no OT for travel	The cost many times curtails a training request	Yes – All travel is expensive for us coming from MV, but anything closer would obviously be much better than what we do now
Question #6	Yes	Yes	Yes	Yes
Question #7	1: In-Service Training (MPTC) is a must 2: Supervisor/Leadership Training 3 : Specialty Investigative Training 4 : Current Issues 5 : Firearms / Range Tactical Training	Professional Development for Supervisors, Admin and Chiefs is always beneficial, again makes it so much easier when training is local and we don’t have to travel 45 min to 2 hrs. away	There is so much we could do if we had the funding, facility and resources here on the Cape.	A couple of years back the MPTC hosted some of the FBI LEEDA courses. It would be nice to see those offered again.
Question #8	1 : Staying on the Cape and hosting trainings here is huge 2 : Training can be tailored to specific Cape issues and problems, as well as Cape departments	Cost savings alone of not have to pay OT to travel off Cape, meal reimbursement, weather issues during winter traffic issues during the summer season, etc.	This is long overdue. Due to the proximity of our area, it is very difficult to plan any training as it is such a travel and logistics issue. I think that a facility in Barnstable would	Obviously for us on the Island, anything closer that offers a number of different trainings that we require would be a great help. Again, firearms training is becoming increasingly difficult for us over

	3 : Solves the merry-go-round of finding an adequate facility to host training and for firearms/ tactical range		be a fantastic idea and the ideas and the opportunities it offers is endless. Cross training in particular with Fire and EMS would be a great concept for this facility and the fact that it will be done with multi-agency training in mind enhances my interest for this idea.	here with NO real training facilities to speak of.
Addition Comments	I am prepared to do whatever is needed to support and help with this initiative.	-	-	-

Agency	Falmouth	Harwich	Mashpee	Nantucket
Contact	-	Chief Guillemette	-	Chief Pittman
Question #1 FT PT Other Civilian	Total = 54 - - 1 Court Liaison -	Total = 43 35 7 1 Animal Control Officer 5 Civilian Dispatchers	Total = 36 - - 1 Animal Control Officer & 7 Dispatchers	Not Listed
Question #2	N/A	Plymouth Academy and Yarmouth PD for in-service; Specialty is all over	N/A	Not Specified
Question #3	N/A	Our own range with in-house instructors	N/A	Not Specified
Access to an Indoor Range?	N/A	No	N/A	Not Specified
Question #4	N/A	Yes – it would be a welcomed option as range neighbors have been complaining	N/A	Yes
Question #5	N/A	Yes – always but we have to do it	N/A	Yes
Question #6	N/A	Yes – Absolutely – There are clearly enough departments on the Cape and Islands and surrounding Off-Cape communities to make it worthwhile. I actually attended the Barnstable County Police Academy at the Fire Academy site just before they stopped police academies there. It was well run and extremely convenient.	N/A	Yes
Question #7	N/A	I think that all Cape PDs are in desperate need of firearms instructor schools and defensive tactics instructor schools. Force on Force training with Summs should also be brought in and enhanced at the in-service level. More leadership training should be offered for Lt, Capt. Deputy Chief levels. New Chef training closer than Grafton would be welcome also.	N/A	Inclusion of Emergency Management courses, especially higher level IC courses such as 300 and 400; Consider allowing instructors to come over to the Island.

Question #8		There is no question that easy access to a modern well run training site that conducts not only recruit training but also specialty and instructor level courses would increase the amount of training our officers and command staff could attend and it would ease the burden of traveling an hour or two each end of a training day.		Having an academy on the Cape would probably allow more of my staff to attend some of the specialized training at the facility if they could commute – a start time of 9:00 AM or later would allow that in our case.
Addition Comments	-	<p>I think the most frustrating issue I have witnessed is the lack of firearms instructor schools and firearms instructor recertification offered by MPTC. Then if they do put one on it's at Fort Devens! It is a critical need for all departments that is really getting ignored, Last fall the Cape Chiefs pushed for an instructor school on the Cape – they scheduled it for November of this year!</p> <p>A facility where we could conduct basic and advanced SWAT schools would also be great. A live fire shoot house would be extremely helpful.</p> <p>Thanks for doing this Peter.</p>	-	-

Agency	Oak Bluffs	Provincetown	Sandwich	Tisbury
Contact	-	-	Chief Peter Wack	-
Question #1 FT PT Other Civilian	Total = 17 - - 1 Animal Control Officer; 5 Special Officers -	Total = 17 - - 1 Animal Control Officer; 1 Court Liaison; 1 Student Officer; 5 Dispatchers -	N/A	N/A
Question #2	N/A	N/A	N/A	N/A
Question #3	N/A	N/A	N/A	N/A
Access to an Indoor Range?	N/A	N/A	N/A	N/A
Question #4	N/A	N/A	N/A	N/A
Question #5	N/A	N/A	N/A	N/A
Question #6	N/A	N/A	N/A	N/A
Question #7	N/A		- FBILEEDA Trilogy classes - Instructor development - FTO - First line supervisor - OUI - Interview & Interrogation (Wes Clark) -Firearms instructor recertification	
Question #8	N/A	N/A	N/A	N/A
Addition Comments	-	-	-	-

Agency	Truro	Wellfleet	Yarmouth
Contact	-	Chief Fiset	Chief Frederickson
Question #1	Total = 13	Total = 22	Total = 64
FT	-	14	61
PT	-	8	6
Other	1 Animal Control Officer; 7 Dispatchers	-	3
Civilian	-	5	15
Question #2	N/A	Plymouth Police Academy	Yarmouth PD (In-Service), other locations for specialty training
Question #3	N/A	Eastham, local gun club	Bass River Rod & Gun
Access to an Indoor Range?	N/A	No – bring in blue trailer company	Yes for a fee
Question #4	N/A	Yes	Yes
Question #5	N/A	Yes – actual cost, travel time, availability, lodging, etc.	Yes – travel time adds to OT costs
Question #6	N/A	Yes – this was done in the past and was successful	Yes – a centralized facility that has a staff can bring many other training opportunities
Question #7	N/A	-	Interview & Interrogation, Crisis Negotiation, De-Escalation, Emotional Survival, Vehicle Stops, Community Policing... the list is long.
Question #8	N/A	-	The need for training our men and women in law enforcement is constant. There has been a deficit of quality and meaningful training that can be done locally.
Addition Comments	N/A	-	-

Current Total of Officers: 605 — Full Time = 401 | Part Time = 46 | 158 Unspecified

10 Special Officers | 6 Animal Control Officers | 3 Unspecified Other (Natural Resources, Conservation, Harbormasters, Dispatchers, etc.) 9 Full Time & 10 Part Time Natural Resources, 5 Harbormasters Unspecified – 4 Full Time & 6 Part Time, 19 Dispatchers | 48 Civilian Officers | 5 Civilian Dispatch | 2 Court Liaisons | 1 Student Officer

Addendum: Survey

AGENCY _____ CONTACT INFORMATION _____

#1. Number of Sworn Police Officers Total?

Full Time (FT) Part Time (PT)

Other (Natural Resources, Conservation, Harbormasters, Dispatchers, etc.)

#2. Where do your Police Officers currently attend training?

#3. Where does your Agency do your Annual Firearms Training?

Do you have access to an Indoor Range?

Yes or No

#4. Would an Outdoor / Indoor range location within Barnstable County benefit your agency?

Yes or No

#5. Is traveling "Off Cape" for training a problem or an issue for your Agency?

Yes or No

#6. Do you support the concept of a Police Training site within Barnstable County?

Yes or No

#7. Do you have any suggestions or thoughts on Specialized Training that could be offered locally, that would benefit or enhance your Agency or local Policing within Barnstable County?

#8. If you could share your thoughts or ideas on the benefits that you perceive by having a Police Training Facility within the Barnstable County area.

Additional Comments;

AGENDA ITEM 6c

Discussion on authorizing the filling of a vacancy for a part-time Human Rights Commission Coordinator, as recommended by the Hiring Committee (NO DOCUMENTS)

AGENDA ITEM 6d

Ordinance 18-10: Establishing a Barnstable County Coastal Management Committee

BARNSTABLE COUNTY
In the Year Two Thousand and Eighteen
Ordinance 18-10

In the interest of the fifteen towns of Barnstable County, and in order to establish the Barnstable County Coastal Management Committee (BCCMC), Barnstable County finds the following:

Whereas Cape Cod's coastal resources support the health and welfare of the Cape's residents and visitors through maintenance of water quality, access to fishing, shell fishing, boating, and harbors;

Whereas the attractiveness of Cape Cod to live, work, and visit – those elements which drive the coastal economy - depends on healthy, naturally functioning beaches, saltmarshes, and estuaries;

Whereas the Cape's resiliency to coastal threats such as storms, flooding, erosion, and sea level rise relies on wise community planning and development, the natural erosion and deposition of sediment and functioning of coastal resources;

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

Whereas Barnstable County has adopted goals to guide coastal resource management activities in Barnstable County departments and across the region;

NOW THEREFORE,

BARNSTABLE COUNTY hereby ordains:

Pursuant to the Barnstable County Home Rule Charter, and to focus the County's regional coastal resource management, planning, actions, and investments, it is hereby proposed to establish the Barnstable County Coastal Management Committee, (BCCMC)

SECTION 1. Establishment of the Barnstable County Coastal Management Committee

There shall be a Barnstable County Coastal Management Committee 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 BCCMC shall be consistent with the Massachusetts Open Meeting Law 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. BCCMC Mission

The BCCMC is an advisory board to Barnstable County Commissioners established to provide guidance on the protection, preservation and use of Cape Cod's coastal resource areas. The BCCMC areas of focus include:

- a. Planning for a shifting shoreline and improving coastal resiliency,
- b. Protecting and enhancing fin and shellfish resources and coastal habitats,
- c. Identifying education needs of the public about coastal resource management,
- d. Providing guidance on dredging and disposal of dredged materials,
- e. Coordinating regional sediment management, and
- f. Protecting marine and estuarine water quality.

2. BCCMC Functions

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

- a. Examine local and regional challenges to the coastal environment in a comprehensive way, based on the best available information.
- b. Identify the regional coastal priorities that best meet the needs of both the environment and the economy.
- c. Encourage collaborations to better take advantage of strategic opportunities.
- d. Recommend coordination of County and Municipal groups that manage the land and coastal resource areas in Barnstable County.
- e. Make recommendations on grants or funding partnerships for coastal management projects.
- f. Report on BCCMC activities and achievements relative to its mission to the Barnstable County Commissioners on an annual basis, or before June 30th, and on occasion throughout the fiscal year upon request of County Commissioners or deemed necessary due to relative action, the report will be included in the Barnstable County Annual Fiscal Year Report.
- g. Create subcommittees of the BCCMC, established per section 4 herein, and submit Nominations (where applicable from Town representation) to the County Commissioners as to appointments for members or Public to serve on Subcommittees.
- h. Develop by-laws for the conduct of business to be approved by the County Commissioners.

3. BCCMC Membership

The BCCMC shall be constituted as follows:

Ordinance 18-10: To establish a Barnstable County Coastal Management Committee

June 20, 2018

- a. There shall be total of Eleven (11) members comprised of Nine (9) voting members with not more than Two (2) additional ex-officio members.
- b. Seven (7) Members may represent local, regional, and state resource management and environmental protection agencies and organizations, including but not limited to the Cape Cod Conservation District, Massachusetts Coastal Zone Management, Department of Ecological Restoration, Division of Marine Fisheries, Department of Environmental Protection, town natural resource, conservation, or public works departments, academic institutions, and non-governmental organizations. A representative of the Mass Bays National Estuary Program Service Provider shall be one of the 7 members.
- c. Ex-officio members include a representative of the Barnstable County Commissioners and the Barnstable County Assembly of Delegates, nominated by respective bodies.
- d. The Cape Cod Commission and Cape Cod Cooperative Extension directors, or their designees, shall be nominated by respective Directors to comprise 2 of the 9 the Voting members.
- e. Members shall have an understanding of coastal resources and coastal resource management and the challenges facing the Cape’s long-term coastal sustainability.
- f. The Barnstable County Commissioners shall solicit member nominations by from agencies or organizations outlined in Section 3b of this ordinance.
- g. Members are appointed by the Barnstable County Commissioners with consideration of non-binding Nominees of candidates by respective bodies outlined within section 3(b). Appointments made from the pool of nominees shall reflect consideration of a balance of the range of expertise and interests represented on the committee.
- h. Committee members shall have staggered three-year terms so no more than four members’ terms expire each year. Committee members may serve three terms or a total of nine years on the BCCMC. (Terms limits not to apply to Ex-officio and Staff members)
- i. A majority of the voting members shall constitute a quorum.
- j. At the first meeting of each calendar year, BCCMC members shall nominate and elect, by a simple majority of the quorum present, a Chairman and Vice-Chairman.

4. BCCMC Subcommittees

All Subcommittees shall be established under the Barnstable County Charter and follow all regional and State Laws. Appointments shall be for established terms and staggered periods set forth in creation of the Subcommittee by the County Commissioners.

The BCCMC shall establish, but not limited to, the following Subcommittees to address the special interests and needs of the County;

- The Barnstable County Coastal Resources Subcommittee (presently known as Barnstable County Coastal Resources Committee)
- The Barnstable County Dredge Subcommittee (presently known as Dredge Committee)
- Other subcommittees may be established as the need arises, and requested consistent with the mission and functions of the BCCMC, and under procedures to be established by the Barnstable County Commissioners, including yet not limited to, Nomination authority, and terms outlined in Section 2 (g) of this Ordinance. Establishment of future subcommittees not listed herein shall not require an amendment to this Ordinance.

Subcommittees shall be staffed by County staff to provide administrative assistance and technical expertise.

Subcommittee shall report to the BCCMC and/or County Commissioners to advise on the activities on a quarterly basis, or upon request.

4.1 MISSION OF SUBCOMMITTEES ESTABLISHED HEREIN

- a. Barnstable County Coastal Resources Subcommittee – The BCCRS is a technical subcommittee with a representative from each of the 15 Cape Cod towns, nominated by the Selectmen or Town Council in Barnstable, a representative of the Mass Bays National Estuary Program Service Provider, and two members nominated by the BCCMC Board, all appointed By the County Commissioners, to provide input on local coastal resource issues.
- b. Barnstable County Dredge Subcommittee – The Dredge Subcommittee is a technical subcommittee of town staff or other qualified representatives nominated by the Selectmen or Town Council in Barnstable, and two members nominated by the BCCMC Board, all appointed by the County Commissioners, to advise the regional dredge program.

5. BCCMC Staffing

The Cape Cod Commission or the Cape Cod Cooperative Extension/Woods Hole SeaGrant will provide technical expertise and administrative support to the BCCMC as needed to fulfill the responsibilities outlined in this ordinance.

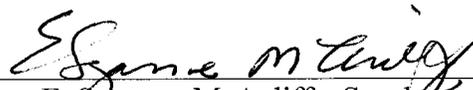
6. BCCMC Funding

An annual budget to staff the BCCMC will be developed by the Cape Cod Commission or the Cape Cod Cooperative Extension/Woods Hole SeaGrant to be included in each department's annual budget.

7. Effective date

This ordinance is effective immediately upon adoption.

Adopted by the Assembly of Delegates on June 20, 2018



E. Suzanne McAuliffe, Speaker
Assembly of Delegates

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

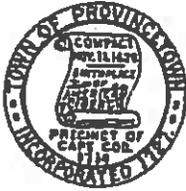
Leo Cakounes
Chairman

Ronald Beaty
Vice Chairman

Mary Pat Flynn
Commissioner

AGENDA ITEM 8a

Authorizing the approval of a request from the Provincetown Board of Selectmen to the Massachusetts Department of Transportation to discontinue a portion of Provinceland Road and Pilgrams' First Landing Park Rotary



Board of Selectmen
Town Hall, 260 Commercial Street
Provincetown, Massachusetts 02657
Telephone (508) 487-7003
Facsimile (508) 487-9560

August 22, 2017

RECEIVED

Mary-Joe Perry
MassDOT District 5 Highway Director
1000 Country St
Taunton, MA 02780

AUG 24 2017

MASSDOT DISTRICT 5

By email to: mary-joe.perry@dot.state.ma.us

RE: Route 6A Rotary Discontinuance

Dear Director Perry,

I apologize for the oversight on my part. I realized that I did not include the vote in the previous correspondence sent to you. The Provincetown Board of Selectmen does hereby prove this letter, by a vote taken at a duly noticed meeting held on Monday, August 14, 2017.

Selectman Venden moved that the Board of Selectmen vote to request the Massachusetts Department of Transportation to discontinue a portion of Provinceland Road and Pilgrims' First Landing Park Rotary, pursuant to the provisions of state law providing for discontinuances of state highways, shown on a plan entitled "Progress Print 2017-01-04 - Plan of Road in the Town of Provincetown, Barnstable, Alteration and Layout as a State Highway with Portions Discontinued by the Massachusetts Department of Transportation, Highway Division" and as may be more specifically described on plans known as the "1929 layout #2575" and further altered on plans known as the "1955 layout #4336."

Selectman Anthony seconded the motion

VOTED

In Favor: 4
Oppose: 0
Abstain: 0

Respectfully,

Elizabeth Paine
Secretary to the Board of Selectmen

email: selectmen@provincetown-ma.gov <http://www.provincetown-ma.gov>



**RIGHT OF WAY BUREAU
INTEROFFICE MEMORANDUM**

TO: John DeLeire, Director, Right of Way Bureau

FROM: Walter Lynch, Deputy Director, Right of Way Bureau *WL*

DATE: June 13, 2018

RE: MISCELLANEOUS ITEM: Alteration and Discontinuance of State Highway

CITY/TOWN: Provincetown

PROJECT: Province Lands Road Discontinuance
LAYOUT NO.: 8651

Acting under the provisions of Chapter 6C and Chapter 81 of the General Laws, and pursuant to the Discontinuance Agreement made between the Massachusetts Department of Transportation and the Town of Provincetown, now therefore the Massachusetts Department of Transportation, Highway Division shall record the required Layout and Discontinuance Plan and Instrument to cause the portion of state highway as described in the documents to cease to be a state highway and become a town way.

The Right of Way Bureau recommends and the Director approves the filing of the discontinuance as described on said Plan and Instrument, which will be recorded in the Barnstable County Registry of Deeds.

APPROVED-MassDOT HIGHWAY DIVISION
ADMINISTRATOR-Item No. 2
June 13, 2018

[Signature]
John A. DeLeire, Director, Right of Way

6-13-18
Date

WL/wl

MASSACHUSETTS DEPARTMENT OF TRANSPORTATION

---ooo00ooo---

**PROVINCETOWN
LAYOUT NO. 8651
AND DISCONTINUANCE**

WHEREAS, the Department of Public Works, acting on behalf of the Commonwealth of Massachusetts, did, under date of April 30, 1929 (Layout No. 2574) lay out, and take charge of as a State highway, a road in the Town of Provincetown, County of Barnstable, now being known as Province Lands Road, and said Department, did, under date of August 9, 1955 (Layout No. 4336) alter a portion of said State highway, all as shown on the plans of said State highway on file in the office of the Massachusetts Department of Transportation, copies of which plans have been filed in the office of the County Commissioners of said County, or their successors, if any, and in the office of the Town Clerk of said Town; and

WHEREAS, it now appears advisable to make further changes in the location lines of said State highway and to discontinue a portion of the aforesaid State highway layouts;

NOW, THEREFORE, acting under the provisions of Chapter 6C and Chapter 81 of the General Laws, as appearing in the Official Edition thereof, and acts in amendment thereof and in addition thereto, the Massachusetts Department of Transportation adjudges that public necessity

and convenience require that said Department should alter the location of said State highway and should lay out and take charge of said State highway as altered, as hereinafter described, and should discontinue as State highway a portion of the way so laid out and constructed, as hereinafter described, and all existing drainage rights appurtenant to or necessary for the operation of the drainage systems of the State highway to be discontinued are hereby transferred to the Town of Provincetown.

The alteration consists of revising the location lines of said State highway, to conform to the boundary of the portion of State highway location discontinued as hereinafter described.

The baseline used for this alteration and discontinuance is a portion of the baseline location of the aforesaid April 30, 1929 (Layout No. 2574) State highway layout of Province Lands Road and the stations hereinafter referred to are points thereon. The coordinate system used is the Massachusetts Coordinate System North American Datum of 1983 (NAD83).

The State highway as hereby altered and laid out begins at a point on the south-westerly location line of the aforesaid April 30, 1929 (Layout No. 2574) State highway layout of Province Lands Road, said point bearing S 35°28'41" E and being 94.30 feet distant from station 24+81.78 of the baseline location of said 1929 layout and extends thence, leaving said location line, and said Province Lands Road N 35°28'41" W 197.81 feet the point of ending thereof, on the north-easterly location line of the aforesaid April 30, 1929 (Layout No. 2574) State highway layout of Province Lands Road, said point bearing N 35°28'41" W and being 103.50 feet distant from said station 24+81.78.

The location line of the State highway altered and laid out as hereinbefore described becomes the easterly location line of the aforesaid April 30, 1929 (Layout No. 2574) State

highway layout of Province Lands Road transferred to the United States of America (USA) by deed dated April 2, 1963.

The location line of the State highway altered and laid out as hereinbefore described is to be further defined by bounds set thereon at the points of beginning and ending thereof, where feasible.

DISCONTINUANCE

The portion of the State highway hereby discontinued begins from the southeasterly end of the April 30, 1929 (Layout No. 2574) State highway layout of Province Lands Road and is more fully described as follows: Beginning at a point of beginning on the south-westerly line of said 1929 State highway layout, said point bearing S 63°23'06" E and being 30.00 feet distant from station 8+00.00 of the baseline of location of said 1929 layout and extending thence, leaving said line and crossing Province Lands Road N 63°23'06" W 60.00 feet to the point on the north-easterly line of said 1929 State highway layout, said point bearing N 63°23'06" W and being 30.00 feet distant from said station 8+00.00. The line hereinbefore described is the easterly end of the discontinuance. Said discontinuance extends westerly about 1,682 feet to station 24+81.78 of the baseline of location of said 1929 layout. The line describing the westerly end of the discontinuance is the line connecting the points of the south-westerly and north-easterly lines of said 1929 layout, beginning at the point of said south-westerly line of the aforesaid April 30, 1929 (Layout No. 2574) State highway layout of Province Lands Road, said point bearing S 35°28'41" E and 94.30 feet distant from station 24+81.78 of the baseline location of said 1929 layout and extending thence, leaving said line and crossing Province Lands Road N 35°28'41" W 197.81 feet to the point on the north-easterly line of said 1929 layout, said point bearing N 35°28'41" W and being 103.50 feet distant from said station 24+81.78.

The line defining the westerly end of the discontinuance hereinbefore described becomes the easterly end of the remainder of the aforesaid April 30, 1929 (Layout No. 2574) State highway layout of Province Land Road.

The State highway altered and laid out as hereinbefore described and the portion of the State highway hereby discontinued are shown on a plan signed by the Chief Engineer and signed by the Massachusetts Department of Transportation, Highway Division and on file in its office, said plan being entitled:

“MASSACHUSETTS DEPARTMENT OF TRANSPORTATION

PLAN OF ROAD IN THE TOWN OF

PROVINCETOWN

BARNSTABLE COUNTY

ALTERED AND LAID OUT AS A STATE HIGHWAY WITH A

PORTION DISCONTINUED BY THE MASSACHUSETTS

DEPARTMENT OF TRANSPORTATION,

HIGHWAY DIVISION

SCALE: 40 FEET TO THE INCH”

an original of which is to be recorded with this “Order of Layout and Discontinuance” in the Registry of Deeds for Barnstable County, at Barnstable.

It is therefore,

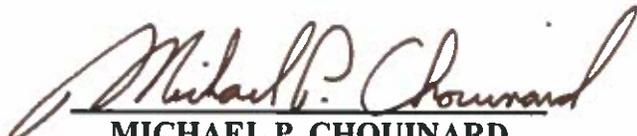
DECLARED: That said way altered, as described herein and as described and shown on said plan, be and the same is hereby laid out and taken charge of by the Massachusetts Department

of Transportation, and, that portion of said State highway location discontinued as described herein and as described and shown on said plan, be and the same is hereby discontinued; that the Massachusetts Department of Transportation shall file in the office of the County Commissioners of the County, or their successors, if any, and in the office of the Town Clerk of the Town in which said way is located, certified copies of said plan and copies of this certificate, signed by the Director, Right of Way Bureau, attesting that said Department has laid out and taken charge of said way as altered in accordance with said plan and has discontinued said portion of State highway location in accordance with said plan, together with a copy of this adjudication.

Dated at Boston this



JOHN DELEIRE
MASSACHUSETTS DEPARTMENT
OF TRANSPORTATION,
DIRECTOR, RIGHT OF WAY BUREAU



MICHAEL P. CHOUINARD
LAYOUT ENGINEER

THE COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss.

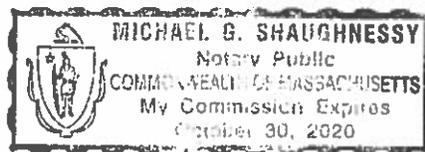
On this 13 day of June, 2018, before me, the undersigned notary public, personally appeared John DeLeire, the Director, Right of Way Bureau for the Massachusetts Department of Transportation, whose name is signed on the preceding document, and such person acknowledged to me that he signed such document voluntarily for its stated purpose. The identity of such person was proved to me through satisfactory evidence of identification, which was personal knowledge of the undersigned.

Michael A. Shaughnessy

Notary Public

My commission expires:

10/30/20



AGENDA ITEM 8b

Authorizing the approval of a reimbursement request from Jack Yunits, County Administrator (NO DOCUMENTS)

AGENDA ITEM 8c

Authorizing the approval of a Grounds Request by Spirit of America Fife and Drum Corps, of Arts Empowering Life, in Orleans, to use the Second District Courthouse parking lot

6/26/2018

Fife and Drum Historical Ensemble - Owen Fletcher

Fife and Drum Historical Ensemble

Dan Pfeiffer <danielsonpfeiffer@gmail.com>

Thu 6/21/2018 12:13 PM

To: Owen Fletcher <owen.fletcher@barnstablecounty.org>;

 1 attachments (94 KB)

Spirit of America Fife and Drum.jpg;

Good afternoon Mr. Fletcher!

Thank you for your time on the phone a few minutes ago. Here is the email I sent to Ms. Flynn.

My name is Dan Pfeiffer and I am the drum major and a member of the Spirit of America Fife and Drum Corps based out of Orleans, MA.

<https://spiritofamericaband.org/about/fife-drum/>

We have performed in parades all over Massachusetts and even for the Governor at the State House presenting our living history reenactment of the 1812 Massachusetts Regiment Fife and Drum Unit that fought and played on Cape Cod during the War of 1812! We are preparing for the coming Fourth of July festivities and I was wondering if we could have permission to do a few practices at the Orleans Court House parking lot (not during Court House hours!) We have rehearsed here in the past, but the Court House clerk directed me to you this year to ask your permission as the manager and curator of these Barnstable County grounds.

Thank you very much for considering our request!

Sincerely,
Dan Pfeiffer
(774) 722-9159

AGENDA ITEM 8d

Authorizing the approval of expenses on behalf of the Mercy Otis Warren Committee, related to recent sponsored events, as submitted and requested by the County Administrator

THE MERCY OTIS WARREN COMMITTEE
 FY18 INVOICES

0011003-5398	MOWC	500.00
8103-5399		883.82
Total Expenses		<u>1,383.82</u>

Vendor #	Vendor Name	Amount	ORG/OBJ	PROJECT
21295	SUNDERLAND PRINTING	125.00	0011003-5398	MOWC
27199	SUSAN FRENCH	38.46	0011003-5398	MOWC
24580	DAVID LEWIS	325.00	0011003-5398	MOWC
		<u>325.00</u>	8103-5399	
		650.00		
27200	JUDITH SCARAFIILE	11.54	0011003-5398	MOWC
		<u>249.56</u>	8103-5399	
		261.10		
29146	ED MARONEY	18.01	8103-5399	
28119	ELAINE SINGER	91.25	8103-5399	
22450	ST. MARY'S CHURCH	100.00	8103-5399	
27986	TALES OF CAPE COD	<u>100.00</u>	8103-5399	
	Total Expenses	1,383.82		

AGENDA ITEM 8e

Authorizing the amendment of a contract with Coastal Engineering Company, Inc., for the operation and maintenance of the Barnstable County Fire Training Academy, extending the deadline for services to December 30, 2018

CONTRACT AMENDMENT

The contract made the June 30, 2017 by and between Coastal Engineering Company, Inc. hereinafter called the "CONTRACTOR" and the County of Barnstable hereinafter called the "COUNTY" for the following:

Operation and Maintenance at the Barnstable County Fire Training Academy

is hereby amended as follows:

- Deadline for services is extended to December 30, 2018.
- Scope of Services is revised to state: Under the direction of Roger Thibault form Nover Armstrong, the contract shall perform scope of services set forth Attachment A.

WITNESS WHEREOF the parties hereto have executed this Amendment this

(date)

For the Contractor:

By: _____

COUNTY OF BARNSTABLE

BARNSTABLE COUNTY COMMISSIONERS

AGREEMENT
BETWEEN

Barnstable County
3195 Main Street
Barnstable, MA 02630

and

Coastal Engineering Company, Inc.
260 Cranberry Highway
Orleans, MA 02653

THIS AGREEMENT, made this 30th day of June 2017, by and between Coastal Engineering Company, Inc. (hereinafter referred to as Contractor), and Barnstable County (hereinafter referred to as the County), but without any personal liability.

WITNESSETH THAT:

WHEREAS, the County owns and operates a groundwater pump and treat system at its Fire Training Academy and needs technical assistance to monitor and maintain the system, and

WHEREAS, the Contractor has specific expertise in this area, and

WHEREAS, the Contractor has been selected in compliance with Massachusetts General Laws,

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

1. Employment of Contractor. The County hereby agrees to engage the Contractor to perform the services hereinafter set forth in the Scope of Services. Contractor shall not be considered an employee of Barnstable County. Contractor hereby agrees to hold 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. Under the direction of Tom Cambareri, Cape Cod Commission Technical Services Director/Water Resources, the Contractor shall perform the scope of services as set forth in Attachment A.
3. Time of Performance. Work in connection with the Agreement shall begin July 1, 2017 and continue until June 30, 2018 unless an extension in time is agreed to in writing by both the County and the Contractor.
4. Payment. The County shall compensate the Contractor for services provided under Section 2, Scope of Services, at the rates detailed in the Contractor's quotation (Attachment B) up to a maximum fee of \$24,500. Travel and other expenses authorized shall be within the total contract limiting fee. Upon acceptance of the Contractor's invoice, payment will be made within thirty (30) days. If an invoice is not accepted by the County within fifteen (15) days, it shall be returned to the Contractor with a written explanation for the rejection. At the end of each County fiscal year Contractor must submit any outstanding invoices for services performed or delivered during the fiscal year (July 1- June 30) to the County no later than July 31st.
5. Termination or Suspension of Contract for Cause. If through any sufficient cause, the Contractor or the County shall fail to fulfill or perform its duties and obligations under this Contract, or if either party shall violate or breach any of the provisions of this Contract, either party shall thereupon have the right to terminate or suspend this Contract, by giving written notice to the other party of such termination or suspension and specifying the effective date thereof. Such notice shall be given at least fifteen (15) calendar days before such effective date.

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

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

8. Non-Discrimination in Employment and Affirmative Action. The Contractor shall take affirmative action to ensure that qualified applicants and employees are treated without regard to age, race, color, religion, sex, marital status, sexual orientation, national origin, disability, or Vietnam Era Veteran status. The contractor agrees to comply with all applicable Federal and State statutes, rules and regulations prohibiting discrimination in employment including but not limited to: Title VII of the Civil Rights Act of 1964, as amended; Massachusetts General Laws Chapter 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 Contract shall be subcontracted or delegated in whole or in part to any other organization, association, individual, corporation, partnership or other such entity without the prior written approval of the County. No subcontract or delegation shall relieve or discharge the Contractor from any obligation or liability under this Contract except as specifically set forth in the instrument of approval. If this Contract is funded in whole or in part with federal funds, Contractor further agrees to comply with the provisions of the Office of Management and Budget Circular A-110, as amended, with respect to taking affirmative steps to utilize the services of small and minority firms, women's business enterprises and labor surplus area firms. All subcontracts shall be in writing and shall contain provisions which are functionally identical to, and consistent with, the provisions of this Contract. The County shall have the right to obtain a copy of the subcontract upon request.

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

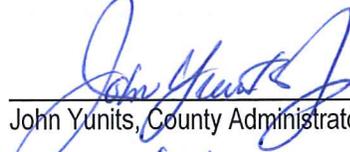
19. Force Majeure. Neither party shall be liable to the other nor be deemed to be in breach of this Contract for failure or delay in rendering performance arising out of causes factually beyond its control and without its fault or negligence. Such causes may include, but are not limited to: acts of God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

IN WITNESS WHEREOF, the County and Contractor have executed this Agreement this 30th day of June in the year two thousand and seventeen.

FOR BARNSTABLE COUNTY:



John Yunits, County Administrator
7/14/17
Date

FOR THE CONTRACTOR:



Chad A. Simmons
30 June 2017
Date

See paragraph # 6



ATTACHMENT A
SCOPE OF WORK

Operation and Maintenance at the BFTA

This scope of work includes system checks, periodic measuring of recovery rate (after well rehab), maintenance of bag filter system, backwashing the system, minor retrofits (e.g. pressure gauges) and advising the County on options to improve efficiency or modify the system.

Tasks:

1. System check every 3 days.
2. Notify County of visit and identification of any required action.
3. Complete O&M log; photograph and text or email photo of log.
4. Replace Bag Filters (HA Wilson PE 5 P2S-H 5 to H10 um size as needed) on each 3rd day system check (approximately 500 bags for a year).
5. Weekend and Holiday site check and bag change as required by the system checks schedule (no more than 12 per year).
6. Backwash procedure:
 - Frequency: every 3 weeks, as required.
 - Use existing fire hose, connectors and gate valve for hydrant
 - Moderate flow of 60 gpm. from hydrant
 - Discharge to ground.
 - Provide photos of initial and final backwash for each vessel.
7. Provide input on design modifications such as installation of a Mission Cellular Control (installation completed by another vendor) and piping to allow lead lag exchanges (estimated at approximately 20 hours)
8. Operational checks and additional services such as repair diagnostics, meeting with project manager and County vendors at the BFTA facility as needed and/or as requested by the project manager.
9. Purchase supplies or replacement items with required pre-approval.

ATTACHMENT B
Budget – Fees/Rates

TASK #	DESCRIPTION	UNIT COST	ESTIMATED QUANTITY	TOTAL AMOUNT
1 + 2+ 3	System Check Bag Replacement and Reporting	\$ 85.00	120 (3 day increment)	\$10,200.00
4	Filter Bags (5 um)	Per box of 100 \$ 386.80	120 Exchanges of 4 Bags	\$ 1,850.00
5	Weekend/Holiday Rate for System Checks	\$110.00	12	\$ 1,320.00
6	Backwash	\$128.00	17	\$ 2,176.00
7	Meetings/Design Modifications	\$85.00/hr.	20	\$ 1,700.00
8	Additional services/visits to the BFTA	\$85.00/hr.	As needed	As needed
9	Supplies/Replacement items		As needed with pre-approval	As needed with pre-approval
	TOTAL		Estimate	\$17,246.00

AGENDA ITEM 8f

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