

AGENDA PACKET

08/29/18 REGULAR MEETING

AGENDA ITEM 5a

Approval of Minutes: Regular Meeting of August 22, 2018

DOCUMENT LIST

Item 5a:

- No documents

Item 8a:

- Memo to the Barnstable County Commissioners' from Michelle Springer regarding the HOME Consortium Advisory Council dated August 23, 2018 requesting the appointment of Arthur Bodin

Item 8b:

- Memo to the Barnstable County Commissioners' from Michelle Springer regarding the HOME Consortium Advisory Council dated August 23, 2018 requesting the appointment of Arden Russell-Cadrin

Item 8c:

- Memo to the Barnstable County Commissioners' from Michelle Springer regarding the HOME Consortium Advisory Council dated August 23, 2018 requesting the appointment of Donna Kalinick

Item 8d:

- Memo to the Barnstable County Commissioners' from Michelle Springer regarding the HOME Consortium Advisory Council dated August 23, 2018 requesting the appointment of Jill Wertz-Scalise

Item 8e:

- Discharge of a mortgage by Stacey M. Hooper to Barnstable County, acting by and through the Cape Cod Commission, dated August 23, 2016

Item 8f:

- No documents

Item 8g:

- Massachusetts General Laws Chapter 35, Section 3

Item 8h:

- Cooperative agreement with the Town of Chatham to do and perform all dredge related work for Chatham Harbor North Shoal for an amount not to exceed \$123,500.00
- Amendment, to a cooperative agreement with the Town of Chatham, to do and perform all dredge related work for Mill Creek Channel, increasing the maximum contract amount from \$54,000.00 to an amount not to exceed \$95,328.00
- Cooperative agreement with the Town of Chatham, to do and perform all dredge related work for Mill Creek Channel, in an amount not to exceed amount not to exceed \$54,000.00
- Attestation of the Board of Regional Commissioners approval of a motion by Commissioner Beaty to authorize the County Administrator to execute an emergency cooperative agreement with the Town of Chatham to do and perform dredge related work

AGENDA ITEM 8a

Authorizing the appointment of Arthur Bodin to the Barnstable County HOME Consortium Advisory Council, as the alternate representative of the Town of Harwich, for a three (3) year term through January 1, 2021



BARNSTABLE COUNTY HOME CONSORTIUM

PO Box 427, 3195 MAIN STREET
BARNSTABLE, MASSACHUSETTS
02630
(508) 362-6628 • FAX (508) 362-0290
E-mail: mspringer@ barnstablecounty.org



MEMORANDUM

TO: Barnstable County Commissioners
FROM: Michelle Springer
RE: HOME Consortium Advisory Council
DATE: August 23, 2018

The Town of Harwich Selectman have appointed Arthur Bodin as their alternate-representative on the HOME Consortium.

I recommend that you support the Town's nominee and appoint Arthur Bodin for the three-year term ending on January 1, 2021

Leo G. Cakounes, Commissioner

Ronald R. Beaty, Commissioner

Mary Pat Flynn, Commissioner

AGENDA ITEM 8b

Authorizing the appointment of Arden Russell-Cadrin to the Barnstable County HOME Consortium Advisory Council, as the alternate representative of the Town of Mashpee, for a three (3) year term through January 31, 2021



BARNSTABLE COUNTY HOME CONSORTIUM

PO Box 427, 3195 MAIN STREET
BARNSTABLE, MASSACHUSETTS
02630
(508) 362-6628 • FAX (508) 362-0290
E-mail: mspringer@barnstablecounty.org



MEMORANDUM

TO: Barnstable County Commissioners
FROM: Michelle Springer
RE: HOME Consortium Advisory Council
DATE: August 23, 2018

The Town of Mashpee Selectman have appointed Arden Russell Cadrin as their alternate-representative on the HOME Consortium.

I recommend that you support the Town's nominee and appoint Arden Russell Cadrin for the three-year term ending on January 31, 2021

Leo G. Cakounes, Commissioner

Ronald R. Beaty, Commissioner

Mary Pat Flynn, Commissioner

AGENDA ITEM 8c

Authorizing the appointment of Donna Kalinick to the Barnstable County HOME Consortium Advisory Council, as the alternate representative of the Town of Brewster, for a three (1) year term through June 30, 2019



BARNSTABLE COUNTY HOME CONSORTIUM

PO Box 427, 3195 MAIN STREET
BARNSTABLE, MASSACHUSETTS
02630
(508) 362-6628 • FAX (508) 362-0290
E-mail: mspringer@ barnstablecounty.org



MEMORANDUM

TO: Barnstable County Commissioners
FROM: Michelle Springer
RE: HOME Consortium Advisory Council
DATE: August 23, 2018

The Town of Brewster Selectman have appointed Donna Kalinick as their alternate-representative on the HOME Consortium.

I recommend that you support the Town's nominee and appoint Donna Kalinick for the one-year term ending on June 30, 2019

Leo G. Cakounes, Commissioner

Ronald R. Beaty, Commissioner

Mary Pat Flynn, Commissioner

AGENDA ITEM 8d

Authorizing the appointment of Jill Wertz-Scalise to the Barnstable County HOME Consortium Advisory Council, as the representative of the Town of Brewster, for a three (3) year term through June 30, 2021



BARNSTABLE COUNTY HOME CONSORTIUM

PO Box 427, 3195 MAIN STREET
BARNSTABLE, MASSACHUSETTS
02630
(508) 362-6628 • FAX (508) 362-0290
E-mail: mspringer@barnstablecounty.org



MEMORANDUM

TO: Barnstable County Commissioners
FROM: Michelle Springer
RE: HOME Consortium Advisory Council
DATE: August 23, 2018

The Town of Brewster Selectman have appointed Jill Wertz-Scalise as their representative on the HOME Consortium.

I recommend that you support the Town's nominee and appoint Jill Wertz-Scalise for the three-year term ending on June 30, 2021

Leo G. Cakounes, Commissioner

Ronald R. Beaty, Commissioner

Mary Pat Flynn, Commissioner

AGENDA ITEM 8e

Authorizing the discharge of a mortgage by Stacey M. Hooper to Barnstable County, acting by and through the Cape Cod Commission, dated August 23, 2016

DISCHARGE OF MORTGAGE

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

By **Stacey M. Hooper**

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

dated **August 23, 2016**

recorded with the **Barnstable County Registry of Deeds Book 29880 Page 1**

acknowledges satisfaction of the same.

Witness our hand and seal this _____ *day of August 2018*

BARNSTABLE COUNTY,

As County Commissioners

COMMONWEALTH OF MASSACHUSETTS

Barnstable, ss.

On this _____ day of August 2018, before me, the undersigned notary public personally appeared _____

and proved to me through satisfactory evidence of identification, which was _____, to be the persons whose names are signed on the preceding or attached document, and acknowledged to me that they signed it voluntarily for its stated purpose.

Notary Public
My Commission Expires:

AGENDA ITEM 8g

Authorizing the execution of a certification that the Board of Regional Commissioners has fixed the sum of \$500,000.00, for an annual bond to the County for the performance of the County Treasurer's duties, pursuant to Chapter 35, Section 3 of the Massachusetts General Laws



Kimberly Clayton
385 Washington St.
SB-02U Central Underwriting Facility
ST. PAUL, MN 55102

VERIFICATION CERTIFICATE

License No. N/A

Bond No.: 106393148

THIS IS TO CERTIFY that the above referenced Bond, issued by

Travelers Casualty and Surety Company of America, dated
October 01, 2015, in the amount of Five Hundred Thousand

(\$500,000.00) on behalf of

Mary T. McIsaac (as Principal),

and in favor of Barnstable County (as Oblige),

remains in effect, subject to all agreements, conditions and limitations.

Signed, sealed and dated August 2, 2018

Travelers Casualty and Surety Company of America

By: _____
Attorney-in-Fact Katie Schneider

Part I	ADMINISTRATION OF THE GOVERNMENT
Title VI	COUNTIES AND COUNTY OFFICERS
Chapter 35	COUNTY TREASURERS. STATE SUPERVISION OF COUNTY ACCOUNTS AND COUNTY FINANCES
Section 3	OATHS; BONDS

Section 3. County treasurers, except in Suffolk and Nantucket counties, shall be sworn before the county commissioners, who shall make a record thereof. Each treasurer shall give an annual bond to the county for the faithful performance of his official duties, in a form approved by the attorney general, with a surety company authorized to transact business in the commonwealth, as surety, and in such sum as the commissioners shall approve. An attested copy thereof and a certificate of the commissioners that the original is in their possession shall be filed with the state secretary within one week after its approval. Suit thereon may be brought in the name and for the benefit of the county by the commissioners or by the attorney general. The bond required herein shall cover the duties of the treasurer with respect to trust funds and funds of retirement systems which are in his custody by virtue of his office, and any such funds, for the purposes of said bond, shall be deemed to be public funds.

AGENDA ITEM 8h

Confirming the County Administrator's execution of a cooperative agreement with the Town of Chatham to do and perform all dredge related work for Chatham Harbor North Shoal for an amount not to exceed \$123,500.00, as authorized by the Board of Regional Commissioners on August 15, 2018

COOPERATIVE AGREEMENT
BETWEEN
BARNSTABLE COUNTY
AND THE TOWN OF CHATHAM

THIS AGREEMENT, made and entered into this 24 day of August, 2018 by and between the County of Barnstable, hereinafter called the "County," and the Town of Chatham _ hereinafter called the "Town".

WHEREAS, the Town wishes to have the County undertake the dredging projects covered by this agreement more specifically described by way of the attached plan pursuant to the terms and conditions directed herein.

ARTICLE I. STATEMENT OF WORK

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

BARNSTABLE COUNTY AGREES:

1. To do and perform all dredge related work for Chatham Harbor North Shoal in accordance with the specifications, drawings and plans (Attachment I) up to a maximum contract amount of \$123,500.00. This is based on removing approximately 9,500 cubic yards of material at \$13.00 per cubic yard and the charge for mobilization/demobilization costs as set forth in Article III herein. Final and complete specifications, plans and drawings shall be provided to the County by the Town in a timely manner.
2. To observe, comply with, and be subject to all terms, conditions, requirements, and limitations of the specifications, plans, and drawings identified in Attachment I as applicable to dredging and rough placement of materials.
3. To provide a hydraulic dredge and all related equipment to conduct maintenance dredging for the Town, according to and guided by the specifications, plans, drawings as provided.
4. To pump dredge materials and provide rough beach placement of said materials at a rate of \$13.00 per cubic yard for standard dredge material using a booster pump. This price includes before and after dredge surveys to be performed by the County. The County warrants that the final surveys are performed for the limited purpose of substantiating dredge volumes and under no conditions should said surveys be utilized to delineate navigable channels. The County shall provide the Town access to detailed survey work

through Center for Coastal Studies Provincetown at the Town's request and at the Town's expense.

5. To comply with all applicable laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the safety of persons or property or their protection from damage injury or loss or on dredging or handling of dredge materials.
6. To the extent permitted by law, to indemnify and hold harmless any party sustaining damage or loss resulting from the negligence of the County and its employees with respect to the County's performance of its obligations under this Agreement. Nothing in the previous sentence shall be construed as a waiver of the limitations on the Town's liability under the Massachusetts Tort Claims Act or under other provisions of this agreement.
7. Immediately notify the Town and cease operations whenever the dredging operations exceed by more than 10 % the specifications, drawings and plans agreed to as the volume scope of the agreement or whenever situations or conditions are encountered outside the scope of the specifications, drawings, and plans that were nor reasonably foreseeable. The parties agree that variations on the scope of 10 % more than or less than the proposed scope of work is reasonable due to climatic and coastal changes and that price adjustments shall be made accordingly. The parties further agree that changes in excess of 10 % shall require the parties to adjust this contract in writing pursuant to Article V.
8. Without the prior approval of the Town, the dredge will operate between the hours of 7:00 A.M. and 7:00 P.M.

THE TOWN OF CHATHAM AGREES:

1. To obtain all required federal, state, and local permits and approvals to conduct the dredge project.
2. To furnish all specifications, drawings, and plans required to perform the dredge project at the execution of this document. Said documents will be incorporated by reference as Attachment I.
3. To conduct required inspections and testing consistent with federal, state and local permits and approvals.
4. To inspect the County's on-site dredging work in a timely manner.
5. To obligate funds to conduct the dredging work specified in Attachment I.
6. To indemnify and hold harmless any party sustaining damage or loss resulting from the negligence of the Town with respect to the Town's performance of its obligations under

this Agreement. Nothing in the previous sentence shall be construed as a waiver of the limitations on the Town's liability under the Massachusetts Tort Claims Act or under other provisions of this agreement.

BOTH BARNSTABLE COUNTY AND THE TOWN OF CHATHAM AGREE:

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

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

ARTICLE II. TERM OF AGREEMENT

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

ARTICLE III. PAYMENT TO COUNTY:

The cost of the project shall be based on a per cubic yard basis, and calculated on the total cubic yards of material moved, using standard engineering practices, except as specified in Article VIII, and the mobilization and demobilization costs. The cost per cubic yard is \$13.00 for standard dredge material using a booster pump. Commencing July 1, 2018, the Town shall be billed, and the County shall be paid for the following services:

Mobilization costs for project;

Booster pumping adjustment to be determined by the length of the pipe;

100% movement/placement of dredge materials;

Demobilization costs for the project.

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

ARTICLE IV. WEATHER CONDITIONS

In the event of temporary suspension of work due to inclement weather conditions, the County shall cease work with no adverse consequences to the County. The decision to cease work shall

be made by the County in consultation with the Town.

ARTICLE V. CHANGES IN WORK

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

ARTICLE VI. COUNTY INSURANCE

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

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

ARTICLE VII. INDEMNIFICATION

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

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

ARTICLE VIII TERMINATION

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

IN WITNESS WHEREOF, the TOWN and the COUNTY execute this Agreement this 24th day of August, 2018

BARNSTABLE COUNTY
COMMISSIONERS:

TOWN OF CHATHAM

Leo G. Cakounes

Joe R. Golds
Chatham Town Manager

9/23/18
Date

Ronald Beaty

RD 8/22/18

Mary Pat Flynn

8/24/18
Date

By order and vote of the County
Commissioners taken on 8/15/18

John Flynn

COMMONWEALTH OF MASSACHUSETTS

BARNSTABLE, SS.

At the Superior Courthouse Building on the fifteenth day of August, A.D. 2018, *motion by Commissioner Beaty to authorize the County Administrator to execute an emergency cooperative agreement with the Town of Chatham to do and perform dredge related work, 2nd by Commissioner Flynn, approved 3-0-0*

Leo G. Cakounes, Chair: Y

Ronald R. Beaty, Vice-Chair: Y

Mary Pat Flynn, Commissioner: Y

A true copy, Attest, August , 2018



Janice O'Connell
Barnstable County Regional Clerk



AGENDA ITEM 8i

Confirming the County Administrator's execution of an amendment, to a cooperative agreement with the Town of Chatham, to do and perform all dredge related work for Mill Creek Channel, increasing the maximum contract amount from \$54,000.00 to an amount not to exceed \$95,328.00, as authorized by the Board of Regional Commissioners on August 15, 2018

AMENDMENT TO AGREEMENT
between
BARNSTABLE COUNTY
and
TOWN OF CHATHAM

WHEREAS, Barnstable County, Massachusetts ("COUNTY") and Town of Chatham ("TOWN") entered into an Agreement ("Agreement"), effective as of December 20, 2017, pursuant to which the COUNTY is providing *dredging services* to the TOWN to maintain and improve Mill Creek Harbor entrance channel;

WHEREAS, the original budget for the dredging services was \$54,000.00_ pursuant to the Agreement between the COUNTY and the TOWN;

WHEREAS, the COUNTY and the TOWN wish to revise the budget for dredging services under the Agreement.

NOW THEREFORE, in accordance with Article V of the Agreement, the COUNTY and the Town, intending to be legally bound hereby, agree as follows:

1. *Changes in Work.* The additional 4,592 cubic yards of dredging with revised total budget of \$ 95,328.00.
2. *Effect on Agreement.* All other provisions of the Agreement shall remain unchanged, binding, and effective.
3. *Counterparts.* This Amendment may be executed in two counterparts, each of which shall be deemed an original, and both of which, together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Amendment to the Agreement between Barnstable County and the Town of Chatham effective as of the 24th day of August 2018.

BARNSTABLE COUNTY:

Leo G. Cakounes

Ronald Beaty

Mary Pat Flynn

Date:

TOWN:

Jill N. Goldstein

Name/Title: Chatham Town Manager

Date: 8/23/18

PA 8/22/18

(see Contract)

COMMONWEALTH OF MASSACHUSETTS

BARNSTABLE, SS.

At the Superior Courthouse Building on the fifteenth day of August, A.D. 2018, *motion by Commissioner Beaty to authorize the County Administrator to execute an emergency cooperative agreement with the Town of Chatham to do and perform dredge related work, 2nd by Commissioner Flynn, approved 3-0-0*

Leo G. Cakounes, Chair: Y

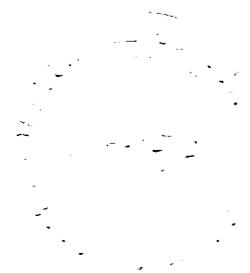
Ronald R. Beaty, Vice-Chair: Y

Mary Pat Flynn, Commissioner: Y

A true copy, Attest, August , 2018



Janice O'Connell
Barnstable County Regional Clerk



COOPERATIVE AGREEMENT
BETWEEN
BARNSTABLE COUNTY
AND THE TOWN OF CHATHAM

THIS AGREEMENT, made and entered into this 20th day of December, 2017 by and between the County of Barnstable, hereinafter called the "County," and the Town of Chatham hereinafter called the "Town".

WHEREAS, the Town wishes to have the County undertake the dredging projects covered by this agreement more specifically described by way of the attached plan pursuant to the terms and conditions directed herein.

ARTICLE I. STATEMENT OF WORK

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

BARNSTABLE COUNTY AGREES:

1. To do and perform all dredge related work for Mill Creek Channel in accordance with the specifications, drawings and plans (Attachment I) up to a maximum contract amount of \$54,000.00. This is based on removing approximately 6,000 cubic yards of material at \$9.00 per cubic yard and the charge for mobilization/demobilization costs as set forth in Article III herein. Final and complete specifications, plans and drawings shall be provided to the County by the Town in a timely manner.
2. To observe, comply with, and be subject to all terms, conditions, requirements, and limitations of the specifications, plans, and drawings identified in Attachment I as applicable to dredging and rough placement of materials.
3. To provide a hydraulic dredge and all related equipment to conduct maintenance dredging for the Town, according to and guided by the specifications, plans, drawings as provided.
4. To pump dredge materials and provide rough beach placement of said materials at a rate of \$9.00 per cubic yard for standard dredge material. This price includes before and after dredge surveys to be performed by the County. The County warrants that the final surveys are performed for the limited purpose of substantiating dredge volumes and under no conditions should said surveys be utilized to delineate navigable channels. ~~The County shall provide the Town access to detailed survey work through Center for Coastal~~

 12/17

~~Studies Provincetown at the Town's request and at the Town's expense.~~

5. To comply with all applicable laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the safety of persons or property or their protection from damage injury or loss or on dredging or handling of dredge materials.
6. To the extent permitted by law, to indemnify and hold harmless any party sustaining damage or loss resulting from the negligence of the County and its employees with respect to the County's performance of its obligations under this Agreement. Nothing in the previous sentence shall be construed as a waiver of the limitations on the Town's liability under the Massachusetts Tort Claims Act or under other provisions of this agreement.
7. Immediately notify the Town and cease operations whenever the dredging operations exceed by more than 10 % the specifications, drawings and plans agreed to as the volume scope of the agreement or whenever situations or conditions are encountered outside the scope of the specifications, drawings, and plans that were nor reasonably foreseeable. The parties agree that variations on the scope of 10 % more than or less than the proposed scope of work is reasonable due to climatic and coastal changes and that price adjustments shall be made accordingly. The parties further agree that changes in excess of 10 % shall require the parties to adjust this contract in writing pursuant to Article V.
8. Without the prior approval of the Town, the dredge will operate between the hours of 7:00 A.M. and 7:00 P.M.

THE TOWN OF CHATHAM AGREES:

1. To obtain all required federal, state, and local permits and approvals to conduct the dredge project.
2. To furnish all specifications, drawings, and plans required to perform the dredge project at the execution of this document. Said documents will be incorporated by reference as Attachment I.
3. To conduct required inspections and testing consistent with federal, state and local permits and approvals.
4. To inspect the County's on-site dredging work in a timely manner.
5. To obligate funds to conduct the dredging work specified in Attachment I.
6. To indemnify and hold harmless any party sustaining damage or loss resulting from the negligence of the Town with respect to the Town's performance of its obligations under this Agreement. Nothing in the previous sentence shall be construed as a waiver of the limitations on the Town's liability under the Massachusetts Tort Claims Act or under

other provisions of this agreement.

BOTH BARNSTABLE COUNTY AND THE TOWN OF CHATHAM AGREE:

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

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

ARTICLE II. TERM OF AGREEMENT

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

ARTICLE III. PAYMENT TO COUNTY:

The cost of the project shall be based on a per cubic yard basis, and calculated on the total cubic yards of material moved, using standard engineering practices, except as specified in Article VIII, and the mobilization and demobilization costs. The cost per cubic yard is \$9.00 for standard dredge material. Commencing July 1, 2018, the Town shall be billed, and the County shall be paid for the following services:

Mobilization costs for project;

Booster pumping adjustment to be determined by the length of the pipe;

100% movement/placement of dredge materials;

Demobilization costs for the project.

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

ARTICLE IV. WEATHER CONDITIONS

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

ARTICLE V. CHANGES IN WORK

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

ARTICLE VI. COUNTY INSURANCE

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

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

ARTICLE VII. INDEMNIFICATION

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

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

ARTICLE VIII TERMINATION

Either party may terminate this Agreement by providing ten (10) days written notice to the other. The Town shall pay the County all costs incurred by the County to the date of termination,

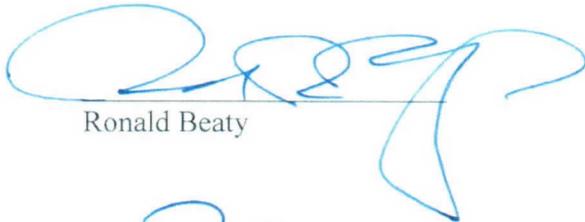
including staff time, review of documents and any other costs associated with the project up to said termination.

IN WITNESS WHEREOF, the TOWN and the COUNTY execute this Agreement this 20th day of December, 2017.

BARNSTABLE COUNTY
COMMISSIONERS:

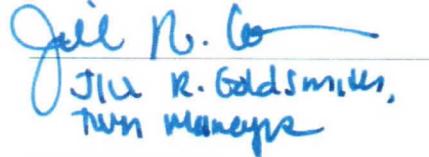
TOWN OF CHATHAM


Leo G. Cakounes


Ronald Beaty


Mary Pat Flynn

12/20/17
Date


Jill N. Co
Jill R. Goldsmith,
Town Manager

Date 12/6/17

 12/6/17

 12/7/17