

AGENDA PACKET

09/19/18 REGULAR MEETING

DOCUMENT LIST

Agenda Item 5a:

- Draft regular meeting minutes of September 12, 2018 (not included)

Agenda Item 6a:

- Correspondence dated September 6, 2018 to Leo Cakounes, Chair, Barnstable County Commissioners from Harold Mitchell, Chairman, Cape Cod Commission

Agenda Item 6b:

- Draft of Welcome Letter to Appointees (not included)
- Draft of proposed Barnstable County Committee Handbook (not included)

Agenda Item 6c:

- No Documents

Agenda Item 8a:

- Memorandum of Agreement between CVEC and the County for FY20 Round One Operational Administrative Adder
- Correspondence dated September 12, 2017 regarding a CVEC Extension of the Round 1 Adder for FY19, from Liz Argo, Manager, Programs & Administration, CVEC
- CVEC Highlights – June 30, 2018

Agenda Item 8b:

- Vote Request dated September 18, 2018 to the Barnstable County Commissioners from Maria Mc Cauley, Fiscal Office, Cape Cod Commission regarding a new fund request for the National Groundwater Monitoring Network grant funded by the United States Geological Survey at \$5.827.18
- Grant/Cooperative Agreement Number G28AC00084 between Barnstable County and USGS
- USGA National Ground-Water Monitoring Network Cooperative Agreement: Proposal Information Summary, revised July 17, 2018

Agenda Item 8c:

- Amendment #4 to a Memorandum of Agreement, between Barnstable County through the Cape Cod Commission, and the Town of Barnstable, to provide mitigation funds for its Marstons Mills transportation improvements project
- Memorandum of Agreement, between Barnstable County through the Cape Cod Commission, and the Town of Barnstable, to provide mitigation funds for its Marstons Mills transportation improvements project

Agenda Item 8d:

- Memorandum of Agreement, through the Cape Cod Commission, with the Town of Barnstable, to provide mitigation funds to support implementation of its 2017 Hyannis Parking Study

Agenda Item 8e:

- Grant Application to the Massachusetts Children's Alliance, for a Victims of Crime Act (VOCA) Grant, funded by the United States Department of Justice, in the amount of \$56,250.00, for a period of October 1, 2018 through June 30, 2019
- Fiscal Year 2019 Statewide Commercial Sexual Exploitation of Children (CSEC) Service Enhancement Project Program Support Agreement
- Massachusetts Children's Alliance Request for Response (RFR) FY2019 Statewide Commercial Sexual Exploitation of Children (CSEC) Service Enhancement Project

Agenda Item 8f:

- General Agreement Number H1730-18-0001 between the United States Department of Interior, National Park Service, Cape Cod National Seashore and Barnstable County

Agenda Item 8g:

- Agreement between Barnstable County and Mill City Construction t for Roof Replacement at the East Wing of the Former House of Corrections
- Memorandum dated August 17, 2018 to the County Commissioners from Elaine Davis, Chief Procurement Officer regarding a Notice of Bid Award requesting the award of a contract to City Construction for Roof Replacement at the East Wing of the Former House of Corrections, approved August 22, 2018

Agenda Item 8h:

- Agreement between Barnstable County and Proposed Agreement between Barnstable County and M.C.E. Dirtworks, Inc. to provide road reconstruction for specific work in the Town of Harwich
- Memorandum dated September 7, 2018 to the County Commissioners from Elaine Davis, Chief Procurement Officer regarding cancelling a bid requesting a vote to terminate a contract with Rochester Bituminous Products on behalf on the Town of Harwich only and award the contract to the next responsive, responsible bidder MCE Dirtworks, approved September 12, 2018

Agenda Item 8i:

- Memorandum dated September 13, 2018 to the County Commissioners from Elaine Davis, Chief Procurement Officer regarding the renewal of a contract with Grouper Design to provide Marketing Services for the Department of Human Services Regional Substance Abuse Council
- Memorandum dated September 1, 2017 to the County Commissioners from Elaine Davis, Chief Procurement Officer regarding the renewal of a contract with Grouper Design to provide Marketing Services for the Department of Human Services Regional Substance Abuse Council, approved September 13, 2017
- Memorandum dated September 14, 2016 to the County Commissioners from Elaine Davis, Chief Procurement Officer regarding award of a contract with Grouper Design to provide Marketing Services for the Department of Human Services Regional Substance Abuse Council, approved September 21, 2016
- Agreement between Barnstable County and Grouper Design to provide Marketing Services for the Department of Human Services Regional Substance Abuse Council, approved October 12, 2016

Agenda Item 8j:

- Discharge of a HOME Program mortgage by Christopher W. Carlino to Barnstable County, acting by and through the Cape Cod Commission, dated December 22, 2010

Agenda Item 8k:

- Subordination of a HOME Program mortgage held by Barnstable County on certain real estate located at 47 Blackthorn Path, Forestdale, MA, Barnstable County, Massachusetts, owned by Sean L. and Michaelle M. OBrion

Agenda Item 8l:

- Memorandum dated September 17 to the County Commissioners from the County Community Septic Management Loan Program about Certificates for Dissolving Septic Betterments

AGENDA ITEM 6a

Decision on a recommendation from the Cape Cod Commission's Executive Committee to confirm Kristy Senatori, Acting Executive Director of the Cape Cod Commission, as its permanent Executive Director

3225 MAIN STREET • P.O. BOX 226
BARNSTABLE, MASSACHUSETTS 02630



CAPE COD
COMMISSION

(508) 362-3828 • Fax (508) 362-3136 • www.capecodcommission.org

September 6, 2018

Mr. Leo Cakounes, Chair
Barnstable County Commissioners
Superior Court House
P.O. Box 427
Barnstable, MA 02630

Dear Mr. Cakounes:

On behalf of the Cape Cod Commission's Executive Committee, I am pleased to recommend that Acting Executive Director Kristy Senatori be confirmed as the permanent Executive Director of the Commission with a contract term of five years.

As agreed when the executive committee recommended in January 2018 that Ms. Senatori be named the acting executive director, the committee conducted an evaluation of Ms. Senatori's performance and reached unanimous agreement that she is the best person for the job.

The executive committee established a process for conducting this evaluation, agreeing to review Ms. Senatori's performance in four key areas including communication, leadership, planning and decision-making as well as reviewing the extent to which she accomplished the goals established upon accepting the acting role. Those goals were improved internal communications, external communications and the preparation of the draft Regional Policy Plan update. Additionally, the committee directed Ms. Senatori to conduct an internal staff survey and external stakeholder survey that would include a town manager, state or federal agency official, select board member, and representatives of the development and business communities and chamber of commerce.

While I will not include all of Ms. Senatori's accomplishments, I would like to highlight several. She has met with each staff member individually, holds monthly supervisor meetings and staff meetings, has conducted two internal staff surveys, reorganized offices and expanded use of technology as a communication tool. Ms. Senatori has met with nearly every board of selectmen and will have met with all by next month,

has contracted resources to revamp the Commission's website, had individual meetings with more than 20 community leaders, meets with federal, state and local partners on water quality and other regional issues and has been an invited speaker for numerous organizations and boards. She conducted a communication survey of Commission members, held a half-day Commission member workshop and consistently provides Commission member updates at each Commission meeting. Since taking the helm, Ms. Senatori has directed significant progress to the Regional Policy Plan (RPP) update which refocuses the plan on natural systems, built systems and community systems. A subcommittee approved bringing the draft RPP to the Commission in early September for anticipated release for public comment. Ms. Senatori has successfully managed many important advances including: an amendment to Chapter A, Enabling Regulations Governing Review of Developments of Regional Impact; consistency review guidance issued to towns for the Area Wide Water Quality Plan Update under Section 208 of the Clean Water Act; issued the first 208 consistency determination; and Growth Incentive Zone amendments leading to the Hyannis Growth Incentive Zone approval by the Commission. The results of both the internal and external surveys confirm Ms. Senatori's exceptional communications skills, demonstrated understanding of complex issues from multiple perspectives and ability to be an effective and unifying leader. Additionally, Ms. Senatori directed what was arguably the most successful OneCape Summit to date.

Executive committee members expressed unanimous approval of Ms. Senatori's accomplishments and job performance over the past seven months and indicated that the Commission could not find a more qualified candidate. Members recalled that former Executive Director Paul Niedzwiecki had a succession plan and was training Ms. Senatori to be his replacement. It was clear to all that there is no question Ms. Senatori is best suited to lead the Commission well into the future.

Please know that if you feel my presence would help, I will make myself available when this item is placed on the board of County Commissioners' agenda. Thank you for your consideration.

Sincerely,



Harold Mitchell

Chairman, Cape Cod Commission

AGENDA ITEM 8a

Authorizing the execution of a memorandum of agreement with the Cape & Vineyard Electric Cooperative, Inc. (CVEC) for a Fiscal Year 2020 Round One Operational Administrative Adder, for the period of July 1, 2019 through June 30, 2020

Memorandum of Agreement for FY20 Round One Operational Administrative Adder

This Memorandum of Agreement (“Agreement”) is made by and between the Cape & Vineyard Electric Cooperative, Inc., a Massachusetts cooperative corporation (“CVEC”) and Barnstable County (“County”) and is effective as of July 1, 2019 (the “Effective Date”). CVEC and the County may be referred to as “Party” and collectively as the “Parties.”

WHEREAS, CVEC and the County are parties to an Intergovernmental Net Metered Power Sales Agreement dated as of July 1, 2014, by and between CVEC and the County (“Round One & Two Offtaker Contract”);

WHEREAS, as per the Round One & Two Offtaker Contract, CVEC is to perform accounting and management duties which include but are not limited to the collection and distribution of Net Metering Credits and Power Purchase Agreement Costs associated with the Round One & Two Offtaker Contract;

WHEREAS, at the time of execution of said Round One & Two Offtaker Contract it was believed that CVEC would participate in numerous future developments for the County that would supplement the CVEC operating budget;

WHEREAS, not all the anticipated future projects came to fruition and CVEC’s operating budget does not now sustain CVEC operations;

WHEREAS, CVEC and the County each desire adequate financial support for continued CVEC operations:

NOW THEREFORE, CVEC and the County hereby agree as follows;

- 1. Scope of Services.** CVEC will continue to provide all services described within the original Round One & Two Offtaker Contract.
- 2. Payment.** The County herein agrees to a one-time Round One Operational Administrative Adder (“Round 1 Adder”) (unless otherwise extended for one year under Paragraph 4) equal to \$0.0025 (1/4 cent) per kilowatt hour added to the Power Purchase Agreement cost charged by CVEC in accordance with the Intergovernmental Net Metered Power Sales Agreement, Exhibit B, “Buyer’s Reservation of Municipal Load, Buyer’s Percentage Share, and DG Project Prices”. The Round 1 Adder shall be included in deductions from Net Metering Credit proceeds administered by CVEC in accordance with the Round One & Two Offtaker Contract.
- 3. Duration of Agreement.** This agreement shall take effect on July 1, 2019 and expire on June 30, 2020.

- 4. Extension.** On or before December 1, 2019, the CVEC Board of Directors shall determine the necessity of the Round 1 Adder, and, upon determining the necessity of the Round 1 Adder to CVEC operations, CVEC shall solicit the County for a one-year extension to this Agreement. If the County elects to exercise its option to extend this Agreement for one year, it shall notify CVEC in writing on or before January 1, 2020 and the extended duration of the agreement shall be effective from July 1, 2020 until June 30, 2021.
- 5. Entire Agreement.** This Agreement sets forth the entire agreement between CVEC and the County in respect of the Round 1 Adder. All other terms and conditions of the Round One & Two Offtaker Contract shall remain unmodified and in full force and effect.
- 6. Signatories.** The respective signatories hereto represent and warrant that they are duly authorized to execute this agreement on behalf of the public entity on whose behalf they have signed and that all substantive and procedural preconditions to their effective execution of this agreement on behalf of said public entities have been satisfied.
- 7. Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same instrument. The Parties agree that a scanned or electronically reproduced copy or image of this Agreement bearing the signatures of the Parties hereto shall be deemed an original and may be introduced or submitted in any action or proceeding as competent evidence of the execution, terms and existence of this Agreement, notwithstanding the failure or inability to produce or tender an original, executed counterpart of this Agreement and without the requirement that the unavailability of such original, executed counterpart of the Agreement first be proven. Nothing herein, however, shall be construed as a waiver by either party of the ability to challenge the authenticity of any document so executed.

(Signature page follows.)

IN WITNESS WHEREOF, each of CVEC and the County has caused this Agreement to be executed and delivered as of the day and date first above written.

Cape and Vineyard Electric Cooperative, Inc.

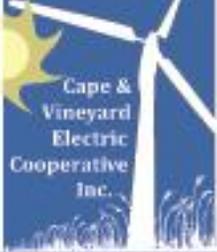
By:

Authorized Signatory, Leo G. Cakounes, CVEC President

Barnstable County

By:

Authorized Signatory, Jack Yunits, Barnstable County Administrator



9.12.17

RE: CVEC Extension of the Round 1 Adder for FY19

Dear Administrator,

I hope your summer has been a good one. As you know, CVEC spent its summer working hard to represent the municipalities, counties and districts in the Eversource Rate Case. We thank you all for the many letters submitted to the Department of Utilities to support our case against Eversource's proposed lowering of Net Metering Credit values.

As many of you will remember, when seeking agreements for the FY18 Round 1 Operational Adder last winter, CVEC agreed to return by December 1, 2017 to ask for the Adder's extension through FY19. The promise was made so the renewal request for FY19 would coincide with FY19 budget preparation. To facilitate the extension, the following clause exists in the Round 1 Operational Adder Memorandum of Agreement signed by all of you:

- 4. Extension.** On or before December 1, 2017, the CVEC Board of Directors shall determine the necessity of the Round 1 Adder, and, upon determining the necessity of the Round 1 Adder to CVEC operations, CVEC shall solicit the Town for a one-year extension to this Agreement. If the Town elects to exercise its option to extend this Agreement for one year, it shall notify CVEC in writing on or before January 1, 2018 and the extended duration of the agreement shall be effective from July 1, 2018 until June 30, 2019.

Last week, following its review of multiple years of actual and projected financials, the CVEC Board voted to direct staff to seek the FY19 extension.

Based on the Board directive, I emailed all CVEC Round 1 PV Initiative participants requesting an opportunity to appear for the renewal of the Round 1 Adder for FY19. Most of you have responded that an appearance is not required, and that you will present CVEC's request for the letter in accordance with the extension clause if CVEC supplies supporting documents.

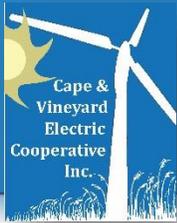
To that end, I am enclosing a summary of the CVEC FY17 financials, our FY18 budget and our projected FY19 budget. Please do not hesitate to contact me with questions or concerns.

CVEC appreciates the support and appreciation voiced for the energy cooperative when seeking the Round 1 Adder last winter. The Adder is essential to keeping the energy cooperative as dynamic and instrumental as it has been to date. At the end of FY17, CVEC had provided over \$7,340,500 in savings to our participants. With your support, CVEC can continue to represent our participants at the state level while bringing energy savings to the towns, counties and districts.

Sincerely,

A handwritten signature in blue ink, appearing to read "Liz Argo". The signature is written in a cursive style with a large initial "L" and "A".

Liz Argo
Manager, Programs & Administration
Cape & Vineyard Electric Cooperative, Inc.



Cape & Vineyard Electric Cooperative Highlights – June 30, 2018

Since CLC Founding in 2007:



4 CVEC PV Initiatives:

- CVEC-7 Initial Round = 750kW on roofs
- Round 1 = 16MW, mostly on landfills
- Round 2 = 12MW, on roofs & municipal lands
- Round 3 = 1MW, on 7 roofs (Installed Dec. 2018)



CVEC Net Metering Credit Sales:

- 3 PV Power Sales Agreement = 7MW
- Wind Power Sales Agreement = 3MW



CVEC NMC Consultancy Management Services:

- Sandwich
- Provincetown
- Dennis



- **Since 2014, savings of over \$8,000,000 to members & participants**
- **Reduction of greenhouse gases: = 10,000 homes' electricity**

Coming in 2019:



Grant for battery back-up at DY High School Emergency Shelter



Grant for microgrid at Oak Bluffs Landfill/Wastewater Plant



CVEC community solar offering



Round 1 Adder request for FY18 & FY19 was \$0.005 for debt of \$100,000
Round 1 Adder request for FY20 is \$0.0025 for projected debt of \$36,000

AGENDA ITEM 8b

Authorizing the creation of a new fund for a cooperative agreement, for a National Groundwater Monitoring Network Grant, from the United States Geological Survey to the Cape Cod Commission, in the amount of \$5,827.18 for the "Support of Persistent Data Service for the Cape Cod Aquifer" Project, for a period from September 01, 2018 through August 31, 2019

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BARNSTABLE, MASSACHUSETTS 02630



CAPE COD
COMMISSION

(508) 362-3828 • Fax (508) 362-3136 • www.capecodcommission.org

DATE: September 12, 2018
TO: Barnstable County Commissioners
FROM: Maria McCauley, Fiscal Officer
RE: New Fund Request

Your vote is requested to create a new special revenue fund for the National Groundwater Monitoring Network grant funded by the United States Geological Survey at \$5.827.18.

Thank you for your consideration.

Leo Cakounes, Chair

Ron Beaty, Vice-Chair

Mary Pat Flynn, Commissioner



Grant and Cooperative Agreement

CHOOSE ONE:
 COOPERATIVE AGREEMENT
 GRANT

CHOOSE ONE: EDUCATION FACILITIES RESEARCH SDCR TRAINING

1. GRANT/COOPERATIVE AGREEMENT NUMBER G18AC00084	2. SUPPLEMENT NUMBER	3. EFFECTIVE DATE 09/01/2018	4. COMPLETION DATE 08/31/2019
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5. ISSUED TO NAME/ADDRESS OF RECIPIENT (No., Street, City/County, State, Zip) BARNSTABLE, COUNTY OF Attn: Gail Coyne 3195 MAIN ST BARNSTABLE MA 02630-1105	6. ISSUED BY USGS NATIONAL GRANTS BRANCH Mailing Address: 205 NATIONAL CENTER 12201 SUNRISE VALLEY DRIVE RESTON VA 20192
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7. TAXPAYER IDENTIFICATION NO. (TIN)	9. PRINCIPAL INVESTIGATOR/ORGANIZATION'S PROJECT OR PROGRAM MGR. (Name & Phone) Tom Cambareri 508-744-1234 tcambareri@capecodcommission.org
8. COMMERCIAL & GOVERNMENT ENTITY (CAGE) NO. 44SA2	

10. RESEARCH, PROJECT OR PROGRAM TITLE
 "Support of Persistent Data Service for the Cape Cod Aquifer," dated 11/30/17 and revised 7/17/18.

11. PURPOSE
 Base award

12. PERIOD OF PERFORMANCE (Approximately)
 09/01/2018 through 08/31/2019

13A.	AWARD HISTORY	13B.	FUNDING HISTORY
PREVIOUS	\$0.00	PREVIOUS	\$0.00
THIS ACTION	\$5,827.18	THIS ACTION	\$5,827.18
CASH SHARE	\$5,827.18	TOTAL	\$5,827.18
NON-CASH SHARE	\$0.00		
RECIPIENT SHARE	\$7,203.82		
TOTAL	\$5,827.18		

14. ACCOUNTING AND APPROPRIATION DATA
 01

PURCHASE REQUEST NO.	JOB ORDER NO.	AMOUNT	STATUS
0020149875			

15. POINTS OF CONTACT

	NAME	MAIL STOP	TELEPHONE	E-MAIL ADDRESS
TECHNICAL OFFICER	Daryll Pope		609-771-3933	dpope@usgs.gov
NEGOTIATOR				
ADMINISTRATOR	Sara Roser		703-648-7357	sros@usgs.gov
PAYMENTS				

16. THIS AWARD IS MADE UNDER THE AUTHORITY OF:
 P.L. 111-11 Section 9507 CFDA: 15.980

17. APPLICABLE STATEMENT(S), IF CHECKED: <input type="checkbox"/> NO CHANGE IS MADE TO EXISTING PROVISIONS <input type="checkbox"/> FDP TERMS AND CONDITIONS AND THE AGENCY-SPECIFIC REQUIREMENTS APPLY TO THIS GRANT	18. APPLICABLE ENCLOSURE(S), IF CHECKED: <input checked="" type="checkbox"/> PROVISIONS <input checked="" type="checkbox"/> SPECIAL CONDITIONS <input checked="" type="checkbox"/> REQUIRED PUBLICATIONS AND REPORTS
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UNITED STATES OF AMERICA	COOPERATIVE AGREEMENT RECIPIENT
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CONTRACTING/GRANT OFFICER Sherri Bredesen	DATE 08/29/2018	AUTHORIZED REPRESENTATIVE	DATE
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Jack Yunits, Barnstable County Administrator

Grant and Cooperative Agreement

ITEM NO. (A)	ITEM OR SERVICE (Include Specifications and Special Instructions) (B)	QUANTITY (C)	UNIT (D)	ESTIMATED COST	
				UNIT PRICE (E)	AMOUNT (F)
	<p>CFDA Number: 15.980 DUNS Number: 076612407 G18AC00084</p> <p>Issuing Office: U.S. Geological Survey Office of Acquisition and Grants 12201 Sunrise Valley Drive, M205 Reston, VA 20192 Sara Roser, Grant Specialist Phone: (703) 648-7357 Email: srosler@usgs.gov</p> <p>USGS Program Officer: Daryll Pope USGS National Groundwater Monitoring Network 3450 Princeton Pike, Suite 110 Lawrenceville, NJ 08648 Phone: (609) 771-3933 Email: dpope@usgs.gov</p> <p>Principal Investigator: Tom Cambareri Technical Services Director for Water Resources Cape Cod Commission 3225 Main Street, PO Box 226 Barnstable, MA 02632 Phone: 508-744-1234 Email: tcambareri@capecodcommission.org</p> <p>Budget Period: 9/1/2018 through 8/31/2019 Total Performance Period: 9/1/2018 through 8/31/2019 Legacy Doc #: UGS Delivery Location Code: 0010694804 USGS OPP GWSIP 12201 Sunrise Valley Dr, MS 413 Reston VA 20192 US Continued ...</p>				

Grant and Cooperative Agreement

ITEM NO. (A)	ITEM OR SERVICE (Include Specifications and Special Instructions) (B)	QUANTITY (C)	UNIT (D)	ESTIMATED COST	
				UNIT PRICE (E)	AMOUNT (F)
00010	<p>Account Assignm: K G/L Account: 6100.411C0 Business Area: G000 Commitment Item: 411C00 Cost Center: GGHWDK2000 Functional Area: G40500000.M50000 Fund: 189G0804MD Fund Center: GGHWDK2000 Project/WBS: GX.18.DK20.H2S00.00 PR Acct Assign: 01 Period of Performance: 09/01/2018 to 08/31/2019</p> <p>New award Obligated Amount: \$5,827.18</p> <p>See Section 5(b) (2) of the Award Terms and Conditions for the Final Technical Report Due Date.</p> <p>The total amount of award: \$5,827.18. The obligation for this award is \$5,827.18.</p>				5,827.18

National Ground-Water Monitoring Network Terms and Conditions

1. Acceptance

Acceptance of a Federal Financial Assistance award from the Department of the Interior (DOI) carries with it the responsibility to be aware of and comply with the terms and conditions of award. Acceptance is defined as the start of work, drawing down funds, or accepting the award by signature or electronic means. Awards are based on the application submitted to and approved by DOI and are subject to the terms and conditions incorporated either directly or by reference below.

2. USGS Involvement

Substantial involvement is anticipated through the terms of this Agreement between the USGS and the Recipient. A summary of the involvement is as follows:

Objective 3: Applicable to awards to fill gaps in information at NGWMN sites - The USGS staff will provide guidance to data providers on methods to collect site information to fill metadata gaps at existing NGWMN sites. The goal of this interaction is to have site information data collected in a similar manner at all NGWMN sites. USGS staff will also work with data providers to make sure the new data are available to the NGWMN through web services or the NGWMN Data Portal.

Objective 4: Applicable to awards for well maintenance - The USGS staff will provide guidance to data providers on techniques for well maintenance activities at existing NGWMN sites. The goal of this interaction is to have well maintenance activities performed in a similar manner at all NGWMN sites. USGS staff will also work with data providers to make sure the new data are available to the NGWMN through web services or the NGWMN Data Portal.

3. Funding

- (a) The total estimated cost of the USGS share for the performance of this Agreement is \$5,827.18.
- (b) The amount obligated under this Assistance Award Modification, hereinafter referred to as “obligated funds,” presently the sum of \$5,827.18 shall be available for payment of costs incurred by the recipient in performance of this award as follows:

Budget Year	Period of Funding Availability	Obligated Amount
1	9/1/2018 through 8/31/2019	\$5,827.18

In no event shall costs be incurred in performance of this agreement in excess of the funds currently obligated.

4. Pre-Agreement Costs

The Recipient is not authorized to incur costs prior to the award of this Agreement. Costs incurred prior to the award of this agreement are not allowable.

5. Reporting Requirements

(a) **Required reports/documents.** The Principal Investigator or Director, Sponsored Research Office is required to submit the following reports or documents. Further description of requirements follows the table below.

Report/ Document	Method of Delivery	Submit To	When Due
(1) Progress Report	Send PDF file as an email attachment	NGWMN Management and Operations Group See Section 5.(b)(2)(i)	At least 60 calendar days prior to the end of budget year 1 See details of formatting in section 5.(b)(1) below
(2) Final Technical Report	Send PDF file as an email attachment; Maxi-mum size: 10 MB	NGWMN Management and Operations Group See Section 5.(b)(2)(i)	Within 90 calendar days after the end of the award. See details of formatting in section 5.(b)(2) below
(3) SF 425 Federal Financial Report	See Section 5.(b)(3)	See Section 5.(b)(3)	See Section 5.(b)(3)
(4) Final SF 425 Federal Financial Report	See Section 5.(b)(4)	See Section 5.(b)(4)	See Section 5.(b)(4)

(b) **Report preparation instructions.** The Recipient shall prepare the reports/documents in accordance with the following instructions:

(1) Progress Reports. The Recipient shall submit two copies of each Progress Report to the NGWMN Management and Operations Group and one copy of the transmittal letter to the USGS Contracting Officer. Unless otherwise specified in this Agreement, annual progress reports should be submitted at least sixty (60) days prior to the end of the current budget period to allow adequate time for the designated office to review the report. In the case of multi-year

Agreements, failure to submit timely reports may delay processing of funding increments. For Agreements with a total anticipated performance period of twelve months (12) months or less, only a Final Technical Report will be required. A progress report is not required in the final budget year, unless the Recipient requests an extension to the project period.

The progress reports shall include the following information:

- (i) A comparison of actual accomplishments to the objectives of the Agreement established for the budget period and overall progress in response to the performance metrics.
- (ii) The reasons why established goals were not met, if appropriate.
- (iii) Additional pertinent information including, when appropriate, analysis and explanation of cost overruns or high unit costs.
- (iv) An outline of anticipated activities and adjustments to the program during the next budget period.

Between the required reporting dates, events may occur which have significant impact upon the project or program. In such cases, the Recipient shall inform the USGS as soon as the following types of conditions become known:

- (i) Problems, delays, or adverse conditions which will materially impair the ability to meet the objective of the Agreement. This disclosure must include a statement of the action taken, or contemplated, and any assistance needed to resolve the situation.
- (ii) Favorable developments which enable meeting time schedules and objectives sooner or at less cost than anticipated or producing more or different beneficial results than originally planned.

(2) Final Technical Report

Final Technical Reports shall describe in detail the work performed and results obtained during the grant period. Final Technical Reports are due 90 days after the conclusion of the project period. Any information contained in a previously submitted progress report shall be repeated or restated in the Final Technical Report.

- (i) Submit the Final Technical Report as an Adobe Acrobat PDF file. Submit the report as an e-mail attachment to both:

Daryll Pope dpope@usgs.gov

- (ii) The Final Technical report should consist of the following sections:

- (1) **Cover page**

The cover page should include the following information:

Award Number

- Agency Name

- Title
- Author(s) and Affiliation(s) with address and zip code
- Author's Telephone numbers and email address
- Term covered by award (start and end dates)
- Date of final report

(2) Main body of the report

For new data providers

- Overview of work
- Description of existing water-level and/or water-quality networks including the objectives of the networks
- Description of site selection criteria and process
- Description of process used to assign Subnetworks and Monitoring Categories for both water-level and water-quality networks (as appropriate for your Network)
- Description or link to Field techniques for water-level measurement and water-quality sample collection (as appropriate for your network)
- Description of data management procedures in place. Describe data quality and quality assurance processes
- List of Minimum Data elements and how they are provided to the Data Portal (via the Well Registry or web services)
- Notes on any sites that have missing required data elements
- Note any sites that do not meet requirements in Table 4.5.1.1 and/or 4.5.2.1 of the Framework Document.
- A description of the web services used or installed for this project
- Analyte list used for water-quality sampling networks
- List of laboratories and their accreditation for analyzing properties and constituents included in the monitoring program if water-quality data are served

For existing data providers

- Description of work done to support the NGWMN as a data provider
- Describe any data-collection, well-maintenance, or well-drilling activities completed during the project
- Describe any methods used for data collection.
- Describe the procedures used to quality assure any data collected before it was entered into agency databases or the NGWMN Well Registry
- Table listing any new or replacement wells added to the NGWMN. Include the Principal Aquifer, well depth, and the NGWMN site number. If the well is a replacement well, list the site number for the previous well
- Description of any updates made to web services during period of award
- Description of any problems encountered in serving data to the NGWMN data portal

- Notice of any changes in databases or web services that are being planned that would impact future integration of the web services with the NGWMN data portal

(3) Annual Financial Reports

- (i) The Recipient will submit an annual SF 425, Federal Financial Report, for each individual USGS award. The SF 425 is available at <https://www.grants.gov/web/grants/forms/post-award-reporting-forms>. The SF 425 will be due in accordance with the following schedule. USGS acknowledges that this annual reporting schedule may not always correspond with a specific budget period.

Award Performance Start Date	Annual Interim Report End Date (year following start date)	Annual Interim Report Due Date (90 days after report end date)
January 1- March 31	March 31	June 30
April 1- June 30	June 30	September 30
July 1- September 30	September 30	December 31
October 1 – December 31	December 31	March 31

- (ii) The SF 425 must be submitted electronically through the FedConnect Message Center (www.fedconnect.net) or, if FedConnect is not available, by e-mail to SF425@usgs.gov with a cc to the Contracting Officer. Recipient must include the USGS award number in the subject line of all correspondence. If, after 90 days, Recipient has not submitted a report, the Recipient’s account in ASAP will be placed in a manual review status until the report is submitted.

(4) Final Financial Report

- (i) The Recipient will liquidate all obligations incurred under the award and submit a final SF 425, Federal Financial Report in accordance with Section 5(b)(3)(ii) no later than 90 calendar days after the Agreement completion date.
- (ii) Recipient will promptly return any unexpended federal cash advances or will complete a final draw from ASAP to obtain any remaining amounts due. Once 120 days has passed since the Agreement completion date, USGS shall unilaterally deobligate federal funds as reflected in the Final SF425.
- (iii) Subsequent revision to the final SF 425 will be considered only as follows:

- (A) When the revision results in a balance due to the Government, the Recipient must submit a revised final SF 425, Federal Financial Report, and refund the excess payment whenever the overcharge is discovered, no matter how long the lapse of time since the original due date of the report.
- (B) When the revision represents additional reimbursable costs claimed by the Recipient, a revised final SF 425 may be submitted to the USGS Contracting Officer with an explanation. If approved, the USGS will either request and pay a final invoice or reestablish the ASAP subaccount to permit the Recipient to make a revised final draw. Any revised final report representing additional reimbursable amounts must be submitted no later than 1 year from the due date of the original report, i.e., 15 months following the Agreement completion date. USGS will not accept any revised SF 425 covering additional expenditures after that date and will return any late request for additional payment to the Recipient.

6. Publications

(a) Acknowledgment of Support

Recipient is responsible for assuring that an acknowledgment of USGS support:

1. is made in any publication (including World Wide Web pages) of any material based on or developed under this Agreement, in the following terms:

This material is based upon work supported by the U.S. Geological Survey under Cooperative Agreement No. G18AC00084.

2. is orally acknowledged during all news media interviews, including popular media such as radio, television and news magazines.

(b) Disclaimer

Recipient is responsible for assuring that every publication of material (including World Wide Web pages) based on or developed under this Agreement, contains the following disclaimer:

The views and conclusions contained in this document are those of the authors and should not be interpreted as representing the opinions or policies of the U.S. Geological Survey. Mention of trade names or commercial products does not constitute their endorsement by the U.S. Geological Survey.

(c) Publication

Publication of the results of any project carried out under this assistance award is authorized in professional journals, trade magazines, or may be made by the USGS. Such manuscripts or publications submitted to journals or professional publications for publication shall be accompanied by the following notation:

This manuscript is submitted for publication with the understanding that the United States Government is authorized to reproduce and distribute reprints for Governmental purposes.

(d) Copies for USGS

Recipient is responsible for assuring that the USGS Project Office is provided access to, either electronically or in paper form, a copy of every publication planned for publication simultaneously with its submission for publication. One reprint of each published article shall be submitted to the USGS Project Office immediately following publication.

(e) Department of the Interior Requirements

Two copies of each publication produced under a Cooperative Agreement shall be sent to the Natural Resources Library with a transmittal that identifies the sender and the publication. The address of the library is:

U.S. Department of the Interior
Natural Resources Library
Division of Information and Library Services
Gifts and Exchange Section
18th and C Streets, NW
Washington, DC 20240

7. Payment

Payments under financial assistance awards must be made using the Department of the Treasury Automated Standard Application for Payments (ASAP) system (www.asap.gov).

- (a) The Recipient agrees that it has established or will establish an account with ASAP. USGS will initiate enrollment in ASAP. If the Recipient does not currently have an ASAP account, they must designate an individual (name, title, address, phone and e-mail) who will serve as the Point of Contact (POC).
- (b) With the award of each grant/cooperative agreement, a sub-account will be set up from which the Recipient can draw down funds. After Recipients complete enrollment in ASAP and link their banking information to the USGS ALC (14080001), it may take up to 10 days for sub-accounts to be activated and for funds to be authorized for drawdown in ASAP.
- (c) Inquiries regarding payment should be directed to ASAP at 855-868-0151.
- (d) Payments may be drawn in advance only as needed to meet immediate cash disbursement needs.

8. Revisions and Prior Approvals

Modifications to this Agreement shall generally be executed by mutual written consent of the parties, with the exception of certain purely administrative changes that may be executed unilaterally by the USGS. Recipients may make certain limited budgetary and programmatic changes without prior USGS approval as outlined in 2 CFR 200.308 and 200.407. Any proposed change which requires prior written approval of the USGS shall be submitted in writing to the USGS point of contact on the award cover sheet at least thirty (30) days prior to the requested effective date of the proposed change. The USGS will respond to the change request within thirty (30) days of receipt.

- (a) Extensions. Recipients are specifically advised that requests for extension or other change to the budget or project period(s) require prior written approval. Such requests must be submitted as outlined above and be accompanied by a statement supporting the extension and a revised budget indicating the planned use of all unexpended funds during the proposed extension period.
- (b) Transfer of Funds. Recipients are specifically advised that prior written approval of the USGS Contracting Officer is not required for transfer of funds between direct cost categories when the cumulative amount of the transfer during the performance period does not exceed ten percent (10%) of the total USGS award. Prior written approval is required from the USGS Contracting Officer for transfers of funds in excess of the ten percent limitation.
- (c) Carry Forward of Funds. Recipients are specifically advised that prior written approval by the USGS Contracting Officer is required to carry forward unobligated balances to subsequent budget periods. It is expected that funds be expended during the budget period for which they are obligated. The request must include the amount of funds to be carried over, why the carry-over of funds is necessary, and for how long the funds should be carried over.

9. General Provisions

(a) Cost Principles, Audit, And Administrative Requirements

The Recipient shall be subject to the following regulations, which are incorporated herein by reference. Copies of these regulations can be obtained from the Internet at:

http://www.whitehouse.gov/omb/grants_docs

Educational Institutions / State and Local Governments / Non-Profit Organizations

2 CFR Part 200, *Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards*, as implemented by the Department of the Interior in 2 CFR Part 1402 and 43 CFR Part 12.

(b) Additional Regulations

This award is subject to the following additional Governmentwide regulations:

- 2 CFR 180, Governmentwide Debarment and Suspension (Nonprocurement)
- 2 CFR 182, Governmentwide Requirements for Drug-Free Workplace (Financial Assistance)

This award is subject to the following additional regulations of the U.S. Department of the Interior:

- 2 CFR Part 1400, Nonprocurement Debarment and Suspension
- 2 CFR Part 1401, Requirements for a Drug Free Workplace (Financial Assistance)
- 43 CFR Part 17, Nondiscrimination in Federally Assisted Programs of the Department of the Interior
- 43 CFR Part 18, New Restrictions on Lobbying
 - Submission of an application also represents the applicant's certification of the statements in 43 CFR Part 18, Appendix A, Certification Regarding Lobbying
- 43 CFR Part 41, Nondiscrimination on the Basis of Sex in Education Programs or Activities Receiving Federal Financial Assistance [*Applies only if this award provides assistance to an education program or student(s)*]

(c) Additional Articles Required for Compliance with Statute or Regulation

(i) The Seat Belt Provision (Executive Order 13043)

Recipients of grants/cooperative agreements and/or sub-awards are encouraged to adopt and enforce on-the-job seat belt use policies and programs for their employees when operating company owned, rented, or personally owned vehicles. These measures include, but are not limited to, conducting education, awareness, and other appropriate programs for their employees about the importance of wearing seatbelts and the consequences of not wearing them.

(ii) Federal Leadership on Reducing Text Messaging while Driving (Executive Order 13513)

Recipients are encouraged to adopt and enforce policies that ban text messaging while driving, including conducting initiatives of the type described in section 3(a) of the order.

(http://www.whitehouse.gov/the_press_office/Executive-Order-Federal-Leadership-on-Reducing-Text-Messaging-while-Driving/)

(iii) Use of U.S. Flag Air Carriers (49 USC Section 40118)

Any air transportation to, from, between or within a country other than the U.S. of persons or property, the expense of which will be paid in whole or in part by U.S. Government funding, must be performed by, or under a code-sharing arrangement with, a U.S. flag air carrier if service provided by such a carrier is "available" (49 U.S.C. 40118, commonly referred to as the Fly America Act). Tickets (or documentation for electronic tickets) must identify the U.S. flag air carrier's designator code and flight number. See the Federal Travel Regulation §301-10.131 - §301-10.143 for definitions, exceptions, and documentation requirements. (See also Comp. Gen. Decision B-240956, dated September 25, 1991.)

(iv) Trafficking in Persons (2 CFR Part 175)

a. *Provisions applicable to a recipient that is a private entity.*

1. You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not—
 - i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
 - ii. Procure a commercial sex act during the period of time that the award is in effect; or
 - iii. Use forced labor in the performance of the award or subawards under the award.
2. We as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity —
 - i. Is determined to have violated a prohibition in paragraph a.1 of this award term; or
 - ii. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either—
 - A. Associated with performance under this award; or
 - B. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by our agency at 2 CFR part 1400.

b. *Provision applicable to a recipient other than a private entity.*

We as the Federal awarding agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity—

1. Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or
2. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either—
 - i. Associated with performance under this award; or
 - ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement),” as implemented by our agency at 2 CFR part 1400.

c. *Provisions applicable to any recipient.*

1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.
2. Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:
 - i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and

- ii. Is in addition to all other remedies for noncompliance that are available to us under this award.
3. You must include the requirements of paragraph a.1 of this award term in any subaward you make to a private entity.

d. *Definitions.*

For purposes of this award term:

1. “Employee” means either:
 - i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or
 - ii. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
2. “Forced labor” means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
3. “Private entity”:
 - i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.
 - ii. Includes:
 - A. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).
 - B. A for-profit organization.
4. “Severe forms of trafficking in persons,” “commercial sex act,” and “coercion” have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

(v) Reporting Subawards and Executive Compensation Information (2 CFR Part 170).

a. *Reporting of first-tier subawards.*

1. *Applicability.* Unless you are exempt as provided in paragraph d. of this award term, you must report each action that obligates \$25,000 or more in Federal funds that does not include Recovery funds (as defined in section 1512(a)(2) of the American Recovery and Reinvestment Act of 2009, Pub. L. 111-5) for a subaward to an entity (see definitions in paragraph e. of this award term).
2. *Where and when to report.*
 - i. You must report each obligating action described in paragraph a.1. of this award term to <http://www.fsrs.gov>.
 - ii. For subaward information, report no later than the end of the month following the month in which the obligation was made. (For example, if the obligation was made on November 7, 2010, the obligation must be reported by no later than December 31, 2010.)
3. *What to report.* You must report the information about each obligating action that the submission instructions posted at <http://www.fsrs.gov> specify.

b. *Reporting Total Compensation of Recipient Executives.*

1. *Applicability and what to report.* You must report total compensation for each of your five most highly compensated executives for the preceding completed fiscal year, if—

- i. the total Federal funding authorized to date under this award is \$25,000 or more;
- ii. in the preceding fiscal year, you received—
 - (A) 80 percent or more of your annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
 - (B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
- iii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

2. *Where and when to report.* You must report executive total compensation described in paragraph b.1. of this award term:

- i. As part of your registration profile at <https://www.sam.gov>.
- ii. By the end of the month following the month in which this award is made, and annually thereafter.

c. *Reporting of Total Compensation of Subrecipient Executives.*

1. *Applicability and what to report.* Unless you are exempt as provided in paragraph d. of this award term, for each first-tier subrecipient under this award, you shall report the names and total compensation of each of the subrecipient's five most highly compensated executives for the subrecipient's preceding completed fiscal year, if—

- i. in the subrecipient's preceding fiscal year, the subrecipient received—
 - (A) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the Transparency Act, as defined at 2 CFR 170.320 (and subawards); and
 - (B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and
- ii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm>.)

2. *Where and when to report.* You must report subrecipient executive total compensation described in paragraph c.1. of this award term:

- i. To the recipient.
- ii. By the end of the month following the month during which you make the subaward. For example, if a subaward is obligated on any date during the month of October of a given year (*i.e.*, between October 1 and 31), you must report any required compensation information of the subrecipient by November 30 of that year.

d. *Exemptions*

If, in the previous tax year, you had gross income, from all sources, under \$300,000, you are exempt from the requirements to report:

- i. Subawards,
and
- ii. The total compensation of the five most highly compensated executives of any subrecipient.

e. *Definitions.* For purposes of this award term:

1. *Entity* means all of the following, as defined in 2 CFR part 25:

- i. A Governmental organization, which is a State, local government, or Indian tribe;
- ii. A foreign public entity;
- iii. A domestic or foreign nonprofit organization;
- iv. A domestic or foreign for-profit organization;
- v. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.

2. *Executive* means officers, managing partners, or any other employees in management positions.

3. *Subaward:*

- i. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
- ii. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see Sec. __ .210 of the attachment to OMB Circular A-133, “Audits of States, Local Governments, and Non-Profit Organizations”).
- iii. A subaward may be provided through any legal agreement, including an agreement that you or a subrecipient considers a contract.

4. *Subrecipient* means an entity that:

- i. Receives a subaward from you (the recipient) under this award; and
- ii. Is accountable to you for the use of the Federal funds provided by the subaward.

5. *Total compensation* means the cash and noncash dollar value earned by the executive during the recipient's or subrecipient's preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):

- i. *Salary and bonus.*

- ii. *Awards of stock, stock options, and stock appreciation rights.* Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.
- iii. *Earnings for services under non-equity incentive plans.* This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.
- iv. *Change in pension value.* This is the change in present value of defined benefit and actuarial pension plans.
- v. *Above-market earnings on deferred compensation which is not tax-qualified.*
- vi. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

(vi) System of Award Management and Universal Identifier Requirements (2 CFR Part 25)

a. *Requirement for System of Award Management*

Unless you are exempted from this requirement under 2 CFR 25.110, you as the recipient must maintain the currency of your information in the SAM until you submit the final financial report required under this award or receive the final payment, whichever is later. This requires that you review and update the information at least annually after the initial registration, and more frequently if required by changes in your information or another award term.

b. *Requirement for Unique Entity Identifier Numbers*

If you are authorized to make subawards under this award, you:

1. Must notify potential subrecipients that no entity (*see* definition in paragraph C of this award term) may receive a subaward from you unless the entity has provided its unique entity identifier number to you.
2. May not make a subaward to an entity unless the entity has provided its DUNS number to you.

c. *Definitions*

For purposes of this award term:

1. *System of Award Management (SAM)* means the Federal repository into which an entity must provide information required for the conduct of business as a recipient. Additional information about registration procedures may be found at the SAM Internet site (currently at <http://www.sam.gov>).
2. *Unique entity identifier* means the identifier required for SAM registration to uniquely identify business entities.
3. *Entity*, as it is used in this award term, means all of the following, as defined at 2 CFR part 25, subpart C:
 - i. A Governmental organization, which is a State, local government, or Indian Tribe;
 - ii. A foreign public entity;

- iii. A domestic or foreign nonprofit organization;
- iv. A domestic or foreign for-profit organization; and
- v. A Federal agency, but only as a subrecipient under an award or subaward to a non-Federal entity.

4. *Subaward*:

- i. This term means a legal instrument to provide support for the performance of any portion of the substantive project or program for which you received this award and that you as the recipient award to an eligible subrecipient.
- ii. The term does not include your procurement of property and services needed to carry out the project or program (for further explanation, see 2 CFR 200.330).
- iii. A subaward may be provided through any legal agreement, including an agreement that you consider a contract.

5. *Subrecipient* means an entity that:

- i. Receives a subaward from you under this award; and
- ii. Is accountable to you for the use of the Federal funds provided by the subaward.

(vii) Prohibition on Members of Congress Making Contracts with Federal Government (41 USC Section 6306)

No member of or delegate to the United States Congress or Resident Commissioner shall be admitted to any share or part of this award, or to any benefit that may arise therefrom; this provision shall not be construed to extend to an award made to a corporation for the public's general benefit.

(viii) Pilot Program for Enhancement of Recipient and Subrecipient Employee Whistleblower Protection (41 USC Section 4712)

- a. This award, related subawards, and related contracts over the simplified acquisition threshold and all employees working on this award, related subawards, and related contracts over the simplified acquisition threshold are subject to the whistleblower rights and remedies established at 41 USC 4712.
- b. Recipients, their subrecipients, and their contractors awarded contracts over the simplified acquisition threshold related to this award, shall inform their employees in writing, in the predominant language of the workforce, of the employee whistleblower rights and protections under 41 USC 4712.
- c. The recipient shall insert this clause, including this paragraph (c), in all subawards and in contracts over the simplified acquisition threshold related to this award.

(ix) Prohibition on Issuing Financial Assistance Awards to Entities that Require Certain Internal Confidentiality Agreements (P.L. 113-235)

Section 743 of Division E, Title VII of the Consolidated and Further Continuing Resolution Appropriations Act of 2015 (Pub. L. 113-235) prohibits the use of funds appropriated or

otherwise made available under that or any other Act for grants or cooperative agreements to an entity that requires employees or contractors of such entity seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a federal department or agency authorized to receive such information.

Recipients must not require their employees or contractors seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a federal department or agency authorized to receive such information.

Recipients must notify their employees or contractors that existing internal confidentiality agreements covered by this condition are no longer in effect.

(d) Additional General Terms and Conditions

(i) Research Integrity

- 1) USGS requires that all grant or cooperative agreement Recipient organizations adhere to the Federal Policy on Research Misconduct, Office of Science and Technology Policy, December 6, 2000, 65 Federal Register (FR) 76260. The Federal Policy on Research Misconduct outlines requirements for addressing allegations of research misconduct, including the investigation, adjudication, and appeal of allegations of research misconduct and the implementation of appropriate administrative actions.
- 2) The Recipient must promptly notify the USGS Project Office when research misconduct that warrants an investigation pursuant to the Federal Policy on Research Misconduct is alleged.

(ii) Access to Research Data

- 1) Recipients that are institutions of higher education, hospitals, or non-profit organizations are required to release research data first produced in a project supported in whole or in part with Federal funds that are cited publicly and officially by a Federal agency in support of an action that has the force and effect of law (e.g., regulations and administrative orders). “Research data” is defined as the recorded factual material commonly accepted in the scientific community as necessary to validate research findings. It does not include preliminary analyses; drafts of scientific papers; plans for future research; peer reviews; communications with colleagues; physical objects (e.g., laboratory samples, audio or video tapes); trade secrets; commercial information; materials necessary to be held confidential by a researcher until publication in a peer-reviewed journal; information that is protected under the law (e.g., intellectual property); personnel and medical files and similar files, the disclosure of which would constitute an unwarranted invasion of personal privacy; or information that could be used to identify a particular person in a research study.

- 2) These requirements do not apply to commercial organizations or to research data produced by State or local governments. However, if a State or local governmental grantee contracts with an educational institution, hospital, or non-profit organization, and the contract results in covered research data, those data are subject to these disclosure requirements.
- 3) Requests for the release of research data subject to this policy are required to be made to USGS, which will handle them as FOIA requests under 43 CFR 2.25. If the data are publicly available, the requestor will be directed to the public source. Otherwise, the USGS Contract Officer, in consultation with the affected Recipient and the PI, will handle the request. This policy also provides for assessment of a reasonable fee to cover Recipient costs as well as (separately) the USGS costs of responding.
- 4) Rights to research data and other intangible property shall be distributed in accordance with 2 CFR 200.315.

(iii) Conflict of Interest

The Recipient must establish safeguards to prohibit its employees and Subrecipients from using their positions for purposes that constitute or present the appearance of a personal or organizational conflict of interest. The Recipient is responsible for notifying the USGS Contracting Officer in writing of any actual or potential conflicts of interest that may arise during the life of this award. Conflicts of interest include any relationship or matter which might place the Recipient or its employees in a position of conflict, real or apparent, between their responsibilities under the agreement and any other outside interests. Conflicts of interest may also include, but are not limited to, direct or indirect financial interests, close personal relationships, positions of trust in outside organizations, consideration of future employment arrangements with a different organization, or decision-making affecting the award that would cause a reasonable person with knowledge of the relevant facts to question the impartiality of the Recipient and/or Recipient's employees and Sub-recipients in the matter.

The USGS Contracting Officer and the servicing Ethics Counselor will determine if a conflict of interest exists. If a conflict of interest exists, the USGS Contracting Officer will determine whether a mitigation plan is feasible. Mitigation plans must be approved by the USGS Contracting Officer in writing. Failure to resolve conflicts of interest in a manner that satisfies the government may be cause for termination of the award.

Failure to make required disclosures may result in any of the remedies described in 2 CFR § 200.338, Remedies for Noncompliance, including suspension or debarment (see also 2 CFR Part 180).

(iv) Program Income

- 1) If the Recipient is an educational institution or nonprofit research organization, any other program income will be added to funds committed to the project by the Federal

awarding agency and Recipient and be used to further eligible project or program objectives, as described in 2 CFR 200.307(e)(2).

- 2) For all other types of Recipients, any other program income will be deducted from total allowable costs to determine the net allowable costs before calculating the Government's share of reimbursable costs, as provided in 2 CFR 200.307(e)(1).

(v) Government Furnished Equipment or Equipment Authorized for Purchase

Title to equipment acquired wholly or in part with Federal funds shall be vested in the Recipient unless otherwise specified in the award document. The Recipient shall retain control and maintain an inventory of such equipment as long as there is a need for such equipment to accomplish the purpose of the project, whether or not the project continues to be supported by Federal funds. When there is no longer a need for such equipment to accomplish the purpose of the project, the Recipient shall use the equipment in connection with other Federal awards the Recipient has received. Disposal of equipment shall be in accordance with 2 CFR 200.313.

No equipment is provided or authorized for purchase on this grant/cooperative agreement.

10. Special Provisions

NONE.

11. Documents Incorporated by Reference and Order of Precedence

(a) Documents Incorporated by Reference

The following documents are hereby incorporated into this Agreement by reference:

- 1) The Recipient's proposal "Support of Persistent Data Service for the Cape Cod Aquifer," dated 11/30/2017 and revised 7/17/2018; and
- 2) The Recipient's application for financial assistance (SF424, SF424A, SF424B), dated 11/30/2017 and revised 7/17/2018.

(b) Order of Precedence

In the event of any inconsistency within this Agreement, the following order of precedence shall be followed:

- 1) Cover page.
- 2) Sections 1 through 10 of this Agreement.
- 3) Documents incorporated by reference (see Section 11) in the order in which they are incorporated.

– END OF ASSISTANCE AWARD DOCUMENT –

REVISED JULY 17, 2018
USGA National Ground-Water Monitoring Network Cooperative Agreement:
Proposal Information Summary

A. Proposal Information Summary

- 1) Project Title: Support of Persistent Data Service for the Cape Cod Aquifer
HUC: 01090002
Water Level Source Agency MA031
Glaciated Regional Aquifer

- 2) Principal Investigator: **Tom Cambareri**
Technical Services Director for Water Resources
Cape Cod Commission
3225 Main Street, PO Box 226
Barnstable, MA 02632
508-744-1234
tcambareri@capecodcommission.org

- 3) Authorized Institutional Representative: **Gail Coyne**
Chief Fiscal Officer
Cape Cod Commission
3225 Main Street, PO Box 226
Barnstable, MA 02632
508-744-1202
gcoyne@capecodcommission.org

- 4) Amount Requested: \$5,827.18

- 5) Proposed Start Date: August 1, 2018

- 6) Proposed Duration: 12 Months

- 7) Data Provider Status: Existing
Started providing monthly data in 1979

- 8) Objectives
3. Filling Data Gaps \$4,167.18
4. Well Maintenance \$1,660.00

B. Proposal

a. Background Information

The Cape Cod Commission is the region's land use planning agency. The region's economy is based upon water resources associated with the Cape Cod Sole Source Aquifer. The Commission has a long-standing, 38-year water resources program with a goal to protect and maintain a sustainable supply of clean drinking water and maintain and restore the ecological health of its surface waters. The Water Resources Program has been a water level data provider since the mid 1970's, taking monthly readings and providing the data in a usable format to the USGS to enter into its groundwater level network database (Exhibit A). The Commission's Water Resources Program is staffed with three full time positions. The resumes and qualifications for the Director and Senior Hydrologist are attached as Exhibit B.

The NGWMN well sites (Exhibit C) are shown in Figure 1. Twelve wells are listed in the registry as NGWMN sites. The Commission found two of the twelve sites listed in the NGWMN that should be replaced. These two wells sties have either a short period of record with 51 measurements taken in the 1970's (TSW-107) or is a site which has been abandoned due to deterioration in 2014 (OSW-24). We recommend that those two NGWMN well be replaced with robust sites with consistent measurements to the present TSW-92 and OSW-22 (Exhibit C). This issue can be resolved through our work on the grant with NE-WSC partners.

The manually collected data is reported monthly directly to the NE-WSC office. Collecting data on the NGWMN wells is supplemented by 30 additional wells on the local Cape Cod Monitoring Network. The Commission publishes the monthly readings on its website for the public. Seven of the Cape Cod Network sites have been recently automated through the MA-DCR/USGS Cooperative Agreements.

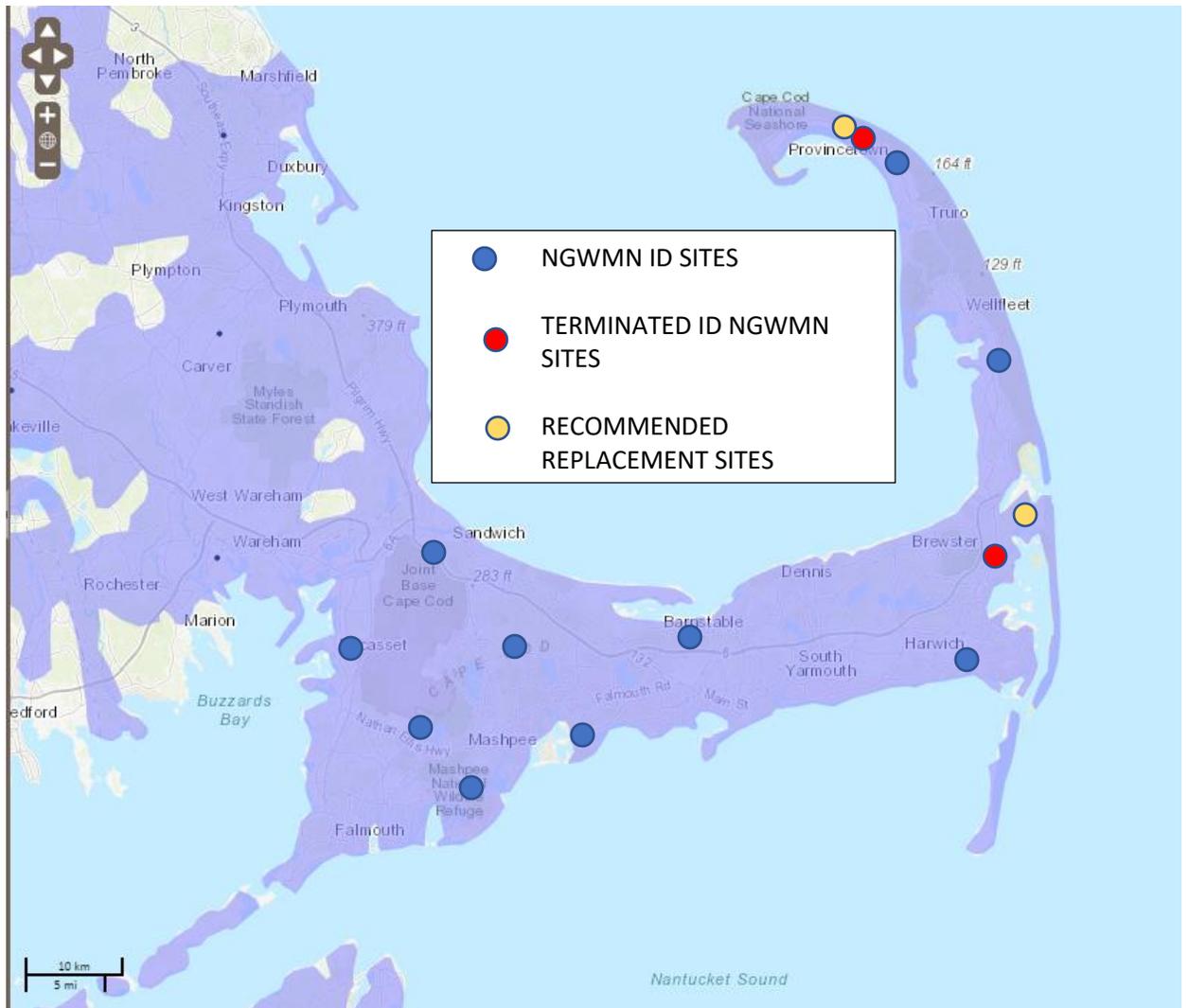


Figure 1 National Ground Water Monitoring Network Wells on Cape Cod

<https://cida.usgs.gov/ngwmn/index.jsp>

Regional and accessible water level information is essential to all phases of Cape Cod water resources management. The monthly water level data is required to: calculate high groundwater conditions for engineering design of septic systems; evaluate the impacts of permitted water withdrawals on surface water dependent ecosystems; provide indexed thresholds for drought management, design and select locations for major groundwater discharge permits for wastewater management and calibration data for regional and local groundwater modeling investigations. The Water Resources Program staff have managed several significant regional cooperative projects with the New England USGS staff in Massachusetts and have collaborated with the USGS on many projects outside of formal agreements.

The Commission has six geographical information professionals working on many geo-spatial projects including web-based water resources projects. The Commission, as a department of Barnstable County, is also served by an Information Technology department that meets all our needs.

b. Project Summary

As an existing data provider within the NGWMN, the project will support the Cape Cod Commission with its unique regional perspective to proficiently improve the NGWMN; update and fill network information gaps; and provide resources for needed well maintenance and achieving data quality thresholds. The NGWMN grant opportunity is timely as it will assist the Commission to formalize its water level program during an anticipated staff transition period.

c. Project Description

The project will provide an opportunity for the long-time data acquisition services of the Commission to be recognized within the NGWMN. The Commission will be able to continue as a consistent data provider by working with NE-WSC on the NGWMN Portal and learning the protocols for data input including selection criteria, monitoring categories, populating the well registry, and website development to ensure that the network is consistent across our region. The work will ensure that the data is consistent and that data gaps are identified and filled. Work to address deficiencies aquifer connection tests as recently identified by the USGS will be conducted. Lastly work to secure site access for measurements will ensure long-term viability of the network.

Objective 1 Support to become a Data Provider

The Cape Cod Commission has been a data provider to the local community and USGS for nearly 40 years. The Commission has conducted monthly reading of the Cape Cod Aquifer observation well network since 1979. The network consists of 38 wells located across the 70-mile long peninsula from one end to another. The Commission has had cooperative agreements for several major regional groundwater modeling projects over the last 40 years. The Commission is submitting this grant proposal as an existing service provider.

No grant funded work under Objective 1 is proposed.

Objective 2 Support Persistent data service

The Commission works with our local NE-WSC by compiling and inputting monthly water level data into a structured data format to the USGS NWIS.

No grant funded work under Objective 2 is proposed.

Objective 3 Filling gaps in information at NGWMN sites

Work under this task will include data entry to ensure a consistent and full database of all NGWMN sites. The Commission will generally identify missing data in the NGWMN and work with the NE-WSC to fill information gaps. This will consist of the review of archived material and collection of field measurements to ensure consistency. The Commission will work with the NE-WSC to become familiar and proficient at using the NGWMN Portal and provide updated data from our data base with the objective of making it consistent with sites classified in a common manner. Work on this task will be completed by Tom Cambareri, Scott Michaud and a staff Hydrologist. We are proposing our work to manually collect NGWMN data as a match identified as Task 7. Specific Tasks under this objective are:

1. Assess meta-data well construction completeness for wells in NGWMN
2. Obtain data from archived well data sheets at USGS office
3. Update missing fields from archived well reports
4. Enter in data construction to NGWMN database
5. Corroborate field measurements to archived data
 - a. Diameter
 - b. Stick-up
 - c. Land elevation
 - d. Total depth
 - e. Construction
6. Determine position and elevation using GPS unit with a Trimble Nomad G series unit (15-50 ft horizontal) or borrowed instrument.
7. Collect NGWMN Data (Match)

USGS Funding: \$4,203.00

In-Kind Match: \$6,242.82

Objective 4 Well Maintenance

Only six wells have been tested for connection to the aquifer by the USGS. Two additional wells will be tested (Exhibit C). Maintaining cleared paths through the underbrush to access wells requires continual work. Furthermore, updated measurements and testing results will be provided for entry into the NGWMN Portal. The work will be overseen by Tom Cambareri, Water Resources Director and Scott Michaud, Hydrologist II, each with many years of field experience. The Commission has a centrifugal pump for testing wells within suction and an electric actuator pump and generator for Waterra purging and a pressure transducer for use in this task. The Barnstable County AmeriCorps program will provide staff volunteers to assist in the clearing of access pathways to the wells.

1. Test aquifer connection at eight observation wells

- a. Use centrifugal pump to test yield and drawdown if static level is within suction limits
- b. Use a volume of water to slug test and measure recovery
- 2. Maintain pathways through bull briar, poison ivy and tall shrubs for access and as a deterrent to exposing field crews to tick borne diseases.

USGS Funding: \$1,660.00

In-Kind Match: \$961.00

C. Budget Summary:

Indirect Cost Rate: 71.90% (applied to Direct Labor only)

Category	Federal Cost	CCC In-Kind Cost	Total
Direct Labor	2,461	1,906	4,367
AmeriCorps Volunteer	-	556	556
Travel Expenses	-	2,070	2,070
Fringe Benefits (66.36%)	1,633	1,265	2,898
Equipment	-	-	-
Supplies	-	-	-
Contracts	-	-	-
Total Direct Costs	4,094	5,797	9,891
Indirect Cost (71.90%)	1,733.18	1,406.82	3,140
Total	\$ 5,827.18	\$ 7,203.82	\$ 13,031

In accordance with 2 CFR Part 200 App VII D1b, the Cape Cod Commission is not required to obtain a NICRA. Indirect cost rate plans are maintained and audited and are available for submission if requested by its cognizant agency.

D. Data Management: NGWMN Data Provider Data Management Plan for Cape Cod

Types of data:

Water-level data to assess the conditions of the water resources at the local and principal aquifer scale are being collected. The monthly water-level network data is collected at 38 wells. Pump test yield and slug test recovery measurements are taken to evaluate aquifer connection.

Data and metadata standards:

All data are entered monthly into excel spreadsheets following the USGS NWIS protocol and are stored on the NWIS and part of the Groundwater Watch site. Water levels are measured to the nearest 0.02 ft with calibrated electric tapes.

Policies for access and sharing:

All data collected for the project will be available through the NGWMN Data Portal without restriction.

Policies and provisions for re-use, re-distribution:

Data are available on the USGS GWSI site. Monthly data is published in the Commission's website for use by the engineering public and others.

<http://www.capecodcommission.org/departments/technicalservices/water/wells>

Plans for archiving and preservation of access: Paper copies of the field forms used to collect the water-quality are scanned and stored by the Commission. The server that stores our data is backed-up daily.

Detailed Budget

Objective 3: Filling gaps in information at NGW/MN sites

Budet Summary: USGS funding: \$ 4,167.18
 In-kind services: \$ 6,242.82
Objective Total: \$ 10,410.00

Objective 3 Filling gaps in information at NGW/MN sites									
Salary									
Employee Name	Task	Number of Hours	Average Hourly Rate	Direct Labor	Fringe Benefits (66.36%)	Indirect Cost (71.9%)	Federal Cost	Agency In-Kind Cost	
Tom Cambareri	1. Assess Meta-data for well construction in NGW/MN	4.5	48.71	219.20	145.46	157.60	486.43	35.82	
Scott Michaud	2. Obtain data from archived well data sheets at USGS office	7.5	44.18	331.35	219.88	238.24	789.47	-	
Hydrologist	3. Update missing fields from archived well reports	4.5	34.21	153.95	102.16	110.69	366.79	-	
Hydrologist	4. Entry of well construction data	4.5	34.21	153.95	102.16	110.69	366.79	-	
Scott Michaud	5. Corroborate field measurements to archived data	8.5	44.18	375.53	249.20	270.01	894.74	-	
Scott Michaud	6. Determine position and elevation using GPS unit	12	44.18	530.16	351.81	381.19	1,263.16	-	
Tom Cambareri	7. Water level data collection and reporting	15	48.71	730.65	484.86	525.34	-	1,740.85	
Scott Michaud	7. Water level data collection and reporting	15	44.18	662.70	439.77	476.48	-	1,578.95	
Hydrologist	7. Water level data collection and reporting	15	34.21	513.15	340.53	368.95	-	1,222.63	
Totals:		86.5		\$ 3,670.63	\$ 2,435.83	\$ 2,639.18	\$ 4,167.18	\$ 4,577.82	

Travel						
Employee Name	Reason for travel	Number of days	Estimated cost per day	Travel Cost	Indirect Cost	Agency In-Kind Cost
Tom Cambareri	Monthly water level data collection	4	45.00	180.00	-	180.00
Scott Michaud	Monthly water level data collection	10	45.00	450.00	-	450.00
Hydrologist	Monthly water level data collection	10	45.00	450.00	-	450.00
Tom Cambareri	Data Gap Field measurements	3	45.00	135.00	-	135.00
Scott Michaud	Data Gap Field measurements	3	45.00	135.00	-	135.00
Hydrologist	Data Gap Field measurements	7	45.00	315.00	-	315.00
Totals:		37		\$ 1,665.00	-	\$ 1,665.00

Detailed Budget

Objective 4: Well maintenance

Budget Summary: USGS funding: \$ 1,660
 In-kind services: \$ 961
Objective Total: \$ **2,620**

Objective 4 Well maintenance									
Salary									
Employee Name	Task	Number of Hours	Average Hourly Rate	Direct Labor	Fringe Benefits (66.36%)	Indirect Cost (71.9%)	Federal Cost	Agency In-Kind Cost	
Tom Cambareri	Test aquifer connections	7.5	48.71	365.33	242.43	262.67	870.42		
Scott Michaud	Test aquifer connections	7.5	44.18	331.35	219.88	238.24	789.47		
AmeriCorps Volunteer	Maintain pathways	22.5	24.69	555.53	-	-	-	555.53	
Totals:		37.5		\$ 1,252.20	\$ 462.31	\$ 500.91	\$ 1,659.90	\$	555.53

Travel									
Employee Name	Reason for travel	Number of days	Estimated cost per day	Travel Cost	Indirect Cost	Federal Cost	Agency In-Kind Cost		
Tom Cambareri	Test aquifer connections	3	45.00	135.00	-	-	135.00		
Scott Michaud	Test aquifer connections	3	45.00	135.00	-	-	135.00		
AmeriCorps Volunteer	Maintain pathways	3	45.00	135.00	-	-	135.00		
Totals:		9		\$ 405.00	-	-	\$ 405.00	\$	405.00

Grant Proposal Totals:

USGS funding: \$ 5,827.18
 In-kind services: \$ 7,203.82
Project Total: \$ **13,031.00**

EXHIBIT C: NGWMN Well Sites							
Well IDs	USGS ID	Description	Manual or Auto	Well Depth below MP (ft.)	Depth to Water (ft) - July '17	Water Column (ft)	Aquifer Tested under Objective 4
A1W 247	414154070165001	Mary Dunn North	Manual	51.2	26.58	24.62	
A1W 307	413730070230201	Osterville	Manual	34.8	24.89	9.91	X
BHW 198	414129070361401	County Rd	Auto	50	33.42	16.58	
CGW 138	414100070011101	Rte. 137/28	Auto	44	24.36	19.64	
MIW-29	413525070291904	Great Neck Yellow	Manual	40	8.50	31.50	
SDW 253	414124070265901	Farmersville Rd	Auto	70	50.51	19.49	
SDW 263	414523070311901	Shawme-Crowell	Manual	110.7	93.89	16.81	X
TSW 89	420206070045901	Highland Rd-Rte. 6	Auto	21.7	11.39	10.31	
WNW 17	415353069585401	Marconi	Auto	42	10.87	31.13	
FSW-239	413801070322703	Falmouth	Auto	121	6.6	114.4	
IDENTIFIED NGWMN WELLS THAT ARE DESTROYED OR HAVE NO LONG TERM RECORD							
OSW-24	414507069592901	Route 28 Orleans	Manual	Destroyed (Last Measured 2014)			
TSW-107	420317070070101	Truro	Manual	Short-Term Record (1976-1977)			
RECOMMENDED REPLACEMENT WELLS WITH LONG TERM CONTINUOUS RECORDS							
OSW-22	414726069581601	Community Garden	Manual	52	35	17	
TSW-92	420313070061901	Pilgrim Springs - NPS	Manual	64.3	54	10.3	

AGENDA ITEM 8c

Authorizing the execution of an amendment to a memorandum of agreement, through the Cape Cod Commission, with the Town of Barnstable, to provide mitigation funds for its Marstons Mills transportation improvements project, in the amount of \$502,351.00, for a period of January 11, 2012 through December 31, 2019, increasing the contract amount to a new total of \$570,779.00

Amendment #4
Between

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

and

Town Manager of behalf of
Town of Barnstable
367 Main Street
Hyannis, MA 02601

The Memorandum of Agreement (Agreement) entered into the 11th day of January 2012, as amended, by and between the Commissioners of Barnstable County, acting by and through the Cape Cod Commission (hereafter referred to as the "Commission") and the Town Manager on behalf of the Town of Barnstable (hereafter referred to as the "Town.") is hereby amended as follows:

1. RESPONSIBILITIES OF THE TOWN

B) The town will add additional design services to its original scope of work as outlined in Attachment A.

2. RESPONSIBILITIES OF THE COMMISSION

The Commission will provide the Town with an additional \$68,428 for a new not to exceed total of \$570,779.

3. DURATION

A) This Memorandum of Agreement shall be effective until December 31, 2019 unless an extension in time is agreed to in writing by both parties.

This amendment will not otherwise change any of the stipulations of the original, previously executed Memorandum of Agreement.

IN WITNESS WHEREOF, the TOWN and the COMMISSION execute this Amendment this _____ day of _____ in the year two thousand eighteen.

BARNSTABLE COUNTY COMMISSIONERS

Leo Cakounes, Chairman

Ronald Beaty, Vice-Chair

Mary Pat Flynn, Commissioner

Date

TOWN OF BARNSTABLE

Mark Ellis
Mark Ellis, Town Manager

9.5.2018
Date

CAPE COD COMMISSION

Kristy Senatori
Kristy Senatori, Acting Executive Director

9/10/18
Date

ATTACHMENT A

MM Village Center Design Services

November 8, 2017
Revised June 11, 2018

Mr. Paul Graves, P.E.
Town of Barnstable
Town Engineer
382 Falmouth Road
Hyannis, MA 02601

RE: **Engineering Design Services**
Request for Contract Addendum for Additional Services

Dear Mr. Graves:

McMahon Associates (McMahon) with Horsley Witten Group (HW) is currently providing services for the final design of proposed roadway improvements on Cotuit Road (Route 149) and Main Street in the Marstons Mills Village of Barnstable, MA. The contract for this work was issued on April 29, 2014 and with contract amendments dated May 20, 2015, February 9, 2016 and June 20, 2017.

The Town has requested additional engineering services associated with the Marstons Mills Village Center project for the following items (Tasks are numbered to align with those from the June 20, 2017 amendment 3):

1. Additional right-of-way exhibits to support the Town in obtaining easements (Task 1A)
2. Additional plan edits and documentation resulting from the right-of-way negotiation process (Task 6)
3. Additional work to complete the project (Task 7)
4. River Road project extension (Task 8)
5. Construction support services. (Task 9)

In response to this request, the McMahon Team has prepared the following request for the additional work. The scope of work relative to the additional services is outlined below and a cost estimate is provided.

Task 1A – Additional Right-of-Way Exhibits

Task 1A involves the preparation of additional right-of-way exhibits to support the Town in obtaining easements from private property owners. It was anticipated in Amendment 4 (Task 1) that four right-of-way exhibits would be necessary, and if additional exhibits were needed, an addendum would be required. Based on the Town's meetings with the property owners, the exhibits proved helpful, and a total of six (6) exhibits were prepared.

This task includes the following services:

- Prepare right-of-way exhibits depicting existing property features and the proposed improvements within easement areas. Improvements to be shown may include private signs, sidewalk, light poles, and landscaping. Two (2) additional exhibits.
- McMahan will submit the right-of-way exhibits for review.
- McMahan will finalize the right-of-way exhibits incorporating review comments.

Task 6 – Additional Plan Edits and Documentation from Right-of-Way Process

Based on the discussions with property owners regarding the proposed easements, questions were generated that required additional information and/or documentation. This additional documentation was utilized by the Town during follow up discussions with property owners to address their concerns. A few of the more significant requests are noted below:

- Request by the Marstons Mills Public Library on Main Street to investigate the feasibility of providing additional parking spaces beyond those currently shown on the plans. In support of this request, McMahan investigated both additional on-street parking along Main Street, as well as head-in parking off Main Street south of the library. The head-in parking was proposed on land with a fairly significant grade, so wall construction would be necessary to accommodate the additional spaces. Deliverables included conceptual plans of each option as well as cost estimates for construction.
- Request by the property owner at 211 Cotuit Road for additional on-street parking. This request required investigation of relocating a proposed raised crosswalk away from the property owner's frontage to open up space for additional parking. New locations for the crosswalk were investigated, and a brief report prepared with findings.
- Request by the property owner at 5 River Road to investigate options for preventing parking next to the Cash Market which could interfere with pedestrians crossing the roadway at the proposed crosswalk. This request resulted in preparation of a plan with additional sidewalk features to discourage vehicular passage, and improved safety for pedestrians. These changes will be incorporated into the project plans. Please note that this property owner also had several other minor requests, which were also investigated and reported on by McMahan.

Additionally, any issues resulting from the above-mentioned right-of-way negotiation process (library parking, property owner requests, etc.) will need to be incorporated into the project plans, specifications, and estimate.

Task 7 – Additional Work to Complete the Project

Based on the Town's request for easements being rejected by several of the property owners, the overall project concept along Cotuit Road will need to be revised to fit within the existing Town right-of-way. Plans will need to be modified to reflect a revised roadway typical section without on-street parking, and with modifications necessary to portions of the proposed drainage system, as stormwater mitigation best management practices (BMP's) will also be confined to the existing right-of-way. These changes will require modifications to the majority of the construction plan set and cross-sections, as well as special provisions and estimate. Stormwater mitigation may potentially be accommodated on a portion of the recently acquired property at 164 Cotuit Road. Extension of plan coverage in that area will be required.

Other plan changes include revision to the limits of work at both ends of the project on Cotuit Road. Recent utility cuts and/or poor existing pavement condition requires extending project limits by about

100 feet on each end. Also, due to the amount of time that has passed since original transmittal of the final plan package, updated field edits must be performed, and appropriate edits to the plans incorporated to reflect existing conditions.

It is anticipated that attendance at one (1) additional meeting to discuss project-related design issues with the Town of Barnstable will be required. Also, it is anticipated that additional test pits and site soil evaluations will not be required for the stormwater mitigation design.

Subsequent to the above, we received comments from the Town regarding two additional changes they would like to have incorporated into the final project plans. First, we were directed to delete the granite curb, sidewalk, and on-street parking on the west/north side of Main Street. This would allow parking to continue as is being done currently. The improvements could be performed at a future time in a separate project should plans for the potential parking area at 164 Cotuit Road be realized. McMahon will revise the plans, specs and estimate to reflect this change. Secondly, we were also directed to add on-street parallel parking and sidewalk along the east side of Route 149 between the north and south property lines of the Town-owned property at 164 Cotuit Road. This will need to include incorporation of one accessible parking space as required by ADA, as well as a crosswalk from this on-street parking to the continuous sidewalk on the west side of Route 149. McMahon will revise the plans, specs and estimate to reflect this change.

Due to the changes to the project scope made over the past few years, the Town would like to hold a public informational meeting in April of 2018. This meeting will provide overviews of the project objectives, scope, and schedule, but especially inform the community about the changes to the project scope since the last public meeting. McMahon will assemble a PowerPoint presentation highlighting the above and participate in the public meeting also including representatives of the Town, as well as our subconsultant, Horsley Witten.

This public meeting was held on April 25, 2018. Overall, the project scope and proposed plans were well received. Several comments on project details were raised by the local community and investigated by the project design team. A follow up meeting with the Town to resolve outstanding issues was held on May 8, 2018, and appropriate revisions will be incorporated into the final design plans and contract documents.

Task 8 – River Road Project Extension

Due to poor pavement and sidewalk condition, as well as existing utility cuts, McMahon was requested to investigate extending the project along River Road. The project extension would be less than 400 feet, from adjacent to Cash Market (current limit) up to the Post Office Access Road where conditions improve. Work anticipated would include mill and overlay of pavement, and reconstruction of the existing sidewalk on the west side of the road. The most significant issue associated with the extension would be providing a fully ADA compliant sidewalk along this length. The terrain behind the current narrow sidewalk drops off sharply, and in places the sidewalk is collapsing. Survey will be required to map the terrain and locate property boundaries, as additional area behind the sidewalk will likely be needed to provide a complaint width, and to match existing grades with either earth embankment, or by utilizing a small retaining wall. Survey will be performed, and one additional plan sheet will be added to the construction plans, curb tie plans, landscape plans, and traffic sign and pavement marking plans. Additional cross sections will be necessary as well (estimate 11 additional).

It is anticipated that a retaining wall may be necessary as part of the project extensions. Upon completion of survey, we will work to avoid the need for a retaining wall if possible. Should it become necessary, our design will include the retaining wall layout; however, the structural and geotechnical design of the retaining wall will be the responsibility of the wall manufacturer/contractor.

Please note that it is assumed that new lighting proposed for the village area will not be extended along this portion of River Road.

Subsequent to receiving the completed survey referenced above, it was noted that there was a small portion of the existing roadway pavement that falls outside of the existing Town right-of-way. In order to address this issue, slight modifications to the horizontal alignment of River Road will be investigated, and an improved alignment will be considered for incorporation into the design. This could expand the scope slightly beyond just a mill and overlay for about 200 feet. A reduced sidewalk width (to 4 feet) will also be considered due to grades for a short distance on River Road.

Task 9 – Construction Support Services

The McMahan Team will assist the Town of Barnstable with technical assistance during the construction phase. The following tasks are anticipated:

- Meetings and Coordination
Pre-Construction meetings (3) – Fall 2018, Spring 2019, Fall 2019 (McM & HW)
Periodic construction meetings – 35 week construction duration (assume 6 HW (Project manager), 3 McM)
- Full-time Construction Observation
Full time construction observation, and reporting on specific aspects/phases of construction. Field reports describing work observed, recommendations on acceptance, action items and photos will be provided. **Supervision or direction of the actual work of the contractor is not included. Work also does not include sampling or testing of construction materials.**
Assume 40 hours/week over 35 weeks (HW)

Submittal Review (*HW time is part of construction observation task*)

Task includes review and approval of shop drawing submittals provided by the contractor (assume up to 40).

Landscape and stormwater submittals (HW)

All other submittals (McM)

Request for Information (RFI) Review (*HW time is part of construction observation task*)

Task includes review and addressing RFI's submitted by the contractor (assume up to 25).

Landscape and stormwater RFI submittals (HW)

All other RFI submittals (McM)

Review Requests for Payment (*HW time is part of construction observation task*)

The McMahan Team will review the contractors draft monthly requests for payment and provide comments to the Town. This task assumes that a “pencil requisition” will be submitted and reviewed during one of the weekly site visits, and a onetime review and response will be performed (HW).

- Plant Tagging and Landscape Layout (HW)
Provide a Landscape designer to provide the following:
 - Visit to the selected plant nursery for plant tagging.
 - On site plant layout (assume 4 visits will be required)

- Project Closeout
Closeout services will include punchlist field visits/inspections (McM, HW stormwater, HW Landscape), one follow-up review visit, engineer's confirmation of substantial completion of work, and one project closeout meeting.
One complete punchlist between engineers of record (McM & HW) and the Town will be provided. Both the contractor and owner's representative will be on-site during the punchlist walkthrough. **This task does not include as-built, ALTA or easement plan survey services.**
A final Stormwater/Landscape Operation and Maintenance Plan will also be provided (HW).

CONTRACT AVAILABLE FUNDS (Previously Approved Tasks)

In order to offset some of the costs associated with this request, fee previously approved for the following other tasks has been reviewed for consideration in this request.

Task 2 – Parking Lot – Conceptual Design

Lastly, Item 2 - Conceptual Design of the Parking Lot at 164 Cotuit Road has been completed. There are unused funds in this item totaling \$485.00 that can be deducted from this request.

Task 3 – Parking Lot – Final Design

Since it is unknown as to when or if the Town will decide to pursue design of a parking facility at 164 Cotuit Road, the total amount of hours and fee for Task 3 (\$29,900.) can be deducted from this request in its entirety.

Task 4 – Parking Lot – Environmental Permitting

Since it is unknown as to when or if the Town will decide to pursue design of a parking facility at 164 Cotuit Road, the total amount of hours and fee for Task 4 (\$4,000.) can be deducted from this request in its entirety.

Fee

The McMahon team will perform the additional services outlined above for a not to exceed fee of **\$216,785.00** which is itemized per task below:

Task 1A – Additional Right-of-Way Exhibits	\$3,430.00
Task 2 - Parking Lot – Conceptual Design	(485.00)
Task 3 - Parking Lot – Final Design	(29,900.00)
Task 4 - Parking Lot – Environmental Permitting	(4,000.00)
Task 6 – Additional Plan Edits and Doc from Right-of-Way Process	\$7,890.00
Task 7 – Additional Work to Complete Project	\$50,620.00
Task 8 – River Road Project Extension	\$19,910.00
Task 9 – Construction Support Services	<u>\$169,320.00</u>
TOTAL	\$216,785.00

For Task 9 above (Construction Support Services) the on-site full time construction observation portion totals \$126,000.00. For the Town’s convenience, in their attached request, HW has broken this number down further on a time & materials basis as follows:

Estimated Weekly Budget	\$3,500/week
Estimated Hourly Budget	Project Engineer @ 95.00/hour
Estimated Hourly Budget	Staff Engineer @ 85.00/hour
(assumed 700 hours each over 35 weeks = \$126,000)	

The McMahon team is available to work with the town to examine the appropriate on-site staffing levels necessary to provide Construction Support Services in a manner that is most economical to the Town, while providing coverage in the field to the fullest extent feasible. These fees do not include out-of-scope services beyond those outlined above, unanticipated changes in the design, requests for additional improvement options, requests for major modifications of the improvements during design, or after their review.

Meetings

It is anticipated that attendance at one (1) additional meeting to discuss project-related design issues with the Town of Barnstable will be required as noted in Task 7 above. For the purposes of this proposal, the above scope of services does not include any meetings other than the meetings noted above for design (Task 7) and construction services (Task 9). In addition, one public informational meeting (Task 7) is also anticipated at this time. Should our attendance at additional meetings beyond those previously noted be requested, McMahon is available to participate in these meetings as requested, on a time and materials basis, in accordance with the attached Standard Provisions for Professional Services.

Memorandum of Agreement
Between

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

and

Town Manager of behalf of
Town of Barnstable
367 Main Street
Hyannis, MA 02601

This Memorandum of Agreement (Agreement) is entered into this 11th day of January 2012 by and between Mary Pat Flynn, Sheila Lyons and William Doherty, as they are the Commissioners of Barnstable County, acting by and through the Cape Cod Commission (hereafter referred to as the "Commission") and the Town Manager on behalf of the Town of Barnstable (hereafter referred to as the "Town.")

WHEREAS, the Commission has received mitigation funds as a result of its Development of Regional Impact review process, and

WHEREAS, the funds are required to be used by the Town of Barnstable to plan and design transportation improvements in the Marstons Mills area, and

WHEREAS, the Town is interested in utilizing the mitigation funds for this purpose.

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

1. RESPONSIBILITIES OF THE TOWN

- A) The Town agrees to use these mitigation funds for expenses related to the Marstons Mills study area per its letter dated December 12, 2011, incorporated herein by reference.
- B) The Town agrees to work with the Commission as per the attached Scope of Work (Attachment A.)

2. RESPONSIBILITIES OF THE COMMISSION

The Commission agrees to provide the Town with mitigation funds in an amount not to exceed \$502,351 plus additional accrued interest for expenses incurred in connection with this Agreement. Upon execution of this agreement, the Commission will provide an initial advance payment to the Town of \$100,000. The Town will document expenditure of funds by providing copies of vendor invoices to the Commission and will submit written requests for additional payment of funds as work progresses.

3. DURATION

- A) This Memorandum of Agreement shall be effective until December 31, 2013 unless an extension in time is agreed to in writing by both parties.
- B) Either the Town or the Commission may terminate this Agreement by written notice to the other party, if the other party substantially fails to fulfill its obligations hereunder through no fault of the terminating party, or if the other party violates or breaches any of the provisions of this Agreement. Such notice shall be delivered by certified mail at least thirty (30) days before such effective date. In the event of such termination or suspension of this Agreement, the Commission shall be entitled to just and equitable compensation for satisfactory work completed, for services performed and for reimbursable expenses necessarily incurred in the performance of this Agreement up to and including the date of receipt of notice of termination or suspension.

4. AMENDMENT

This Agreement may be amended as mutually agreed by both parties in writing.

5. SIGNATORY AUTHORIZATION

The respective signatories hereto represent and warrant that they are duly authorized to execute this Agreement on behalf of the public entity on whose behalf they have signed this Agreement, and that all substantive and procedural preconditions to their effective execution of this Agreement on behalf of said public entities have been satisfied.

6. INTEGRATED INSTRUMENT

This Agreement shall take effect as an integrated instrument.

IN WITNESS WHEREOF, the TOWN and the COMMISSION execute this Agreement this 11th day of January in the year two thousand twelve.

BARNSTABLE COUNTY COMMISSIONERS

TOWN OF BARNSTABLE



Mary Pat Flynn, Chairman



Thomas Lynch, Acting Town Manager



Sheila Lyons

1.19.12

Date

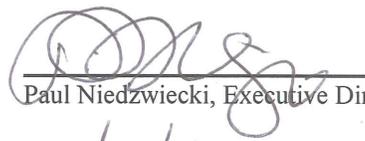


William Doherty

CAPE COD COMMISSION

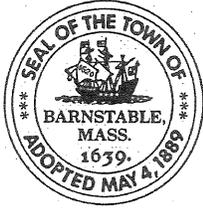
1/11/2012

Date



Paul Niedzwiecki, Executive Director
1/13/12

Date



DEC 14 2011

Town of Barnstable
Growth Management Department
www.town.barnstable.ma.us/growthmanagement

Jo Anne Miller Buntich
Director

December 12, 2011

Paul J. Niedzwiecki, Executive Director
Cape Cod Commission
3225 Main Street
PO Box 226
Barnstable, MA 02630

Re: DRI Transportation Mitigation Funds
Condition T26/ MOD02030 dated March 31, 2005

Dear Mr. Niedzwiecki,

The Town of Barnstable respectfully requests the release of \$454,829.00 plus any accrued interest in DRI transportation mitigation funds collected through the above referenced Development of Regional Impact decision.

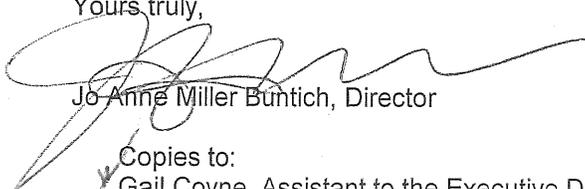
The Town proposes to use these funds to plan and design transportation improvements in the study area, located in Marstons Mills shown on the attached plan. Our draft budget for planning and design is also attached. Any remaining funds not expended for planning and design would be used for implementation – in this case construction of the designed transportation improvements.

We have discussed this project with the Marstons Mills Village Association for several years. The timing of the project was delayed intentionally to allow a clearer understanding impacts from the newly installed traffic light at the Falmouth Road and Main Street and at Cotuit Road (Route 149) intersections.

A concept plan was created about 18 months ago and new ideas have surfaced since then. We will return to the Village for a design charette on February 7 to solicit final design comments from stakeholders.

Thank you for your consideration of our request.

Yours truly,


Jo Anne Miller Buntich, Director

Copies to:

Gail Coyne, Assistant to the Executive Director for Administration and Finance
Patty Daley, Esq., Chief of Staff
Glenn Cannon, P.E. Director Technical Services Manager
Roger Parsons, PE, Town Engineer

Amendment #1
Between

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

and

Town Manager of behalf of
Town of Barnstable
367 Main Street
Hyannis, MA 02601

The Memorandum of Agreement (Agreement) entered into the 11th day of January 2012 by and between Mary Pat Flynn, Sheila Lyons and William Doherty, as they are the Commissioners of Barnstable County, acting by and through the Cape Cod Commission (hereafter referred to as the "Commission") and the Town Manager on behalf of the Town of Barnstable (hereafter referred to as the "Town.") is hereby amended as follows:

3. DURATION

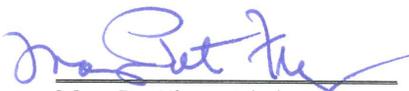
A) This Memorandum of Agreement shall be effective until June 30, 2015 unless an extension in time is agreed to in writing by both parties.

This amendment will not otherwise change any of the stipulations of the original, previously executed Memorandum of Agreement.

IN WITNESS WHEREOF, the TOWN and the COMMISSION execute this Amendment this 19th day of February in the year two thousand fourteen.

BARNSTABLE COUNTY COMMISSIONERS

TOWN OF BARNSTABLE



Mary Pat Flynn, Chairman

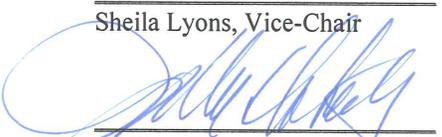


Thomas Lynch, Town Manager

Sheila Lyons, Vice-Chair

3/10/14

Date



William Doherty, Commissioner

CAPE COD COMMISSION

2/19/14

Date



Paul Niedzwiecki, Executive Director

2/20/14

Date

Amendment #2
Between

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

and

Town Manager of behalf of
Town of Barnstable
367 Main Street
Hyannis, MA 02601

The Memorandum of Agreement (Agreement) entered into the 11th day of January 2012, as amended, by and between the Commissioners of Barnstable County, acting by and through the Cape Cod Commission (hereafter referred to as the "Commission") and the Town Manager on behalf of the Town of Barnstable (hereafter referred to as the "Town.") is hereby amended as follows:

3. DURATION

A) This Memorandum of Agreement shall be effective until June 30, 2017 unless an extension in time is agreed to in writing by both parties.

This amendment will not otherwise change any of the stipulations of the original, previously executed Memorandum of Agreement.

IN WITNESS WHEREOF, the TOWN and the COMMISSION execute this Amendment this 16th day of March in the year two thousand sixteen.

BARNSTABLE COUNTY COMMISSIONERS

TOWN OF BARNSTABLE



Mary Pat Flynn, Chairman



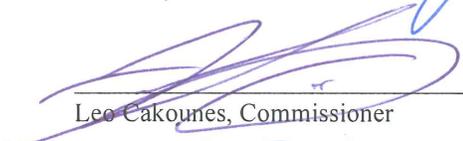
Thomas Lynch, Town Manager



Sheila Lyons, Vice-Chair

3/7/16

Date



Leo Cakounes, Commissioner
3-17-16

Date

CAPE COD COMMISSION


Paul Niedzwiecki, Executive Director
3/9/16

Date

Amendment #3
Between

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

and

Town Manager of behalf of
Town of Barnstable
367 Main Street
Hyannis, MA 02601

The Memorandum of Agreement (Agreement) entered into the 11th day of January 2012, as amended, by and between the Commissioners of Barnstable County, acting by and through the Cape Cod Commission (hereafter referred to as the "Commission") and the Town Manager on behalf of the Town of Barnstable (hereafter referred to as the "Town.") is hereby amended as follows:

3. DURATION

A) This Memorandum of Agreement shall be effective until December 31, 2018 unless an extension in time is agreed to in writing by both parties.

This amendment will not otherwise change any of the stipulations of the original, previously executed Memorandum of Agreement.

IN WITNESS WHEREOF, the TOWN and the COMMISSION execute this Amendment this 21st day of June in the year two thousand seventeen.

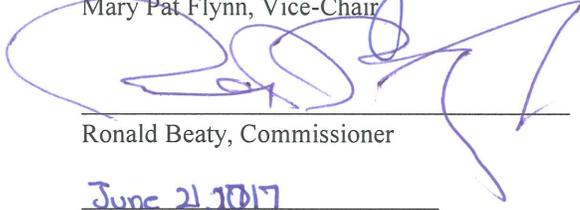
BARNSTABLE COUNTY COMMISSIONERS



Leo Cakounes, Chairman



Mary Pat Flynn, Vice-Chair



Ronald Beaty, Commissioner

June 21, 2017

Date

TOWN OF BARNSTABLE



Mark Ellis, Town Manager

6/13/17

Date

CAPE COD COMMISSION



Paul Niedzwiecki, Executive Director

6/14/17

Date

AGENDA ITEM 8d

Authorizing the execution of a memorandum of agreement, through the Cape Cod Commission, with the Town of Barnstable, to provide mitigation funds to support implementation of its 2017 Hyannis Parking Study, in the amount of \$45,000.00, for a period from execution through July 31, 2019

Memorandum of Agreement
Between

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

and

Town Manager of behalf of
Town of Barnstable
367 Main Street
Hyannis, MA 02601

This Memorandum of Agreement (Agreement) is entered into this _____ day of _____ 2018 by and between Barnstable County, acting by and through the Cape Cod Commission (hereafter referred to as the "Commission") and the Town of Barnstable (hereafter referred to as the "Town.")

WHEREAS, the Commission has received mitigation funds as a result of its Development of Regional Impact review process, and

WHEREAS, the funds are required to be used by the Town of Barnstable to support planning, design and implementation of transportation improvements in the town, and

WHEREAS, the Town is interested in utilizing the mitigation funds for this purpose.

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

1. RESPONSIBILITIES OF THE TOWN

- A) The Town agrees to use these mitigation funds for expenses related to implementation of recommendations proposed in the 2017 Hyannis Parking Study as outlined in Attachment A. The Town will submit written requests for payment as work is completed and will include copies of all vendor invoices, as appropriate.
- B) The Town shall maintain books, records, and other compilations of data pertaining to this work and/or services performed, and the funds received and paid out under this Agreement to the extent and in such detail as shall properly substantiate claims for payment under the Agreement. All such records shall be kept for a period of six (6) years or for such longer period as is specified herein. All retention periods start on the first day after final payment under this Agreement. If any litigation, claim, negotiation, audit or other action involving the records is commenced prior to the expiration of the applicable retention period, all records shall be retained until completion of the action and resolution of all issues resulting therefrom, or until the end of the applicable retention period, whichever is later.
- C) The Town shall maintain financial records of the application and expenditure of the funds received hereunder in at least as much detail as may be contemporaneously required to comply with the financial reporting and record keeping requirements mandated by the Bureau of Accounts of the Department of Revenue, or any successor thereto, with respect to the Town's ordinary custody and expenditure of funds.

2. RESPONSIBILITIES OF THE COMMISSION

The Commission agrees to provide the Town with mitigation funds in an amount not to exceed \$45,000 for expenses incurred in connection with this Agreement. The Commission will reimburse the Town as invoices are submitted as described in 1A above.

3. DURATION

A) This Memorandum of Agreement shall be effective until July 31, 2019 unless an extension in time is agreed to in writing by both parties.

B) Either the Town or the Commission may terminate this Agreement by written notice to the other party, if the other party substantially fails to fulfill its obligations hereunder through no fault of the terminating party, or if the other party violates or breaches any of the provisions of this Agreement. Such notice shall be delivered by certified mail at least thirty (30) days before such effective date. In the event of such termination or suspension of this Agreement, the Commission shall be entitled to just and equitable compensation for satisfactory work completed, for services performed and for reimbursable expenses necessarily incurred in the performance of this Agreement up to and including the date of receipt of notice of termination or suspension.

4. AMENDMENT

This Agreement may be amended as mutually agreed by both parties in writing.

5. SIGNATORY AUTHORIZATION

The respective signatories hereto represent and warrant that they are duly authorized to execute this Agreement on behalf of the public entity on whose behalf they have signed this Agreement, and that all substantive and procedural preconditions to their effective execution of this Agreement on behalf of said public entities have been satisfied.

6. INTEGRATED INSTRUMENT

This Agreement shall take effect as an integrated instrument.

IN WITNESS WHEREOF, the TOWN and the COMMISSION execute this Agreement this _____ day of _____ in the year two thousand eighteen.

BARNSTABLE COUNTY COMMISSIONERS

Leo Cakounes, Chairman

Ronald Beaty, Vice-Chairman

Mary Pat Flynn, Commissioner

Date

TOWN OF BARNSTABLE

Mark Ellis
Mark Ellis, Town Manager

9.5.2018
Date

CAPE COD COMMISSION

Kristy Senatori
Kristy Senatori, Acting Executive Director

9/10/18
Date



MEMORANDUM

To: Elizabeth Jenkins, Town of Barnstable, MA

From: Matt Smith, Nelson\Nygaard

Date: June 14, 2018

Subject: Working Scope and Fee Estimate for Hyannis Parking Study Implementation Support

SCOPE OF WORK

The following scope of work consists of tasks proposed to support the Town of Barnstable as it seeks to implement a select set of recommendations identified in the May 2017 Hyannis Parking Study. This work will be completed by Nelson\Nygaard Consulting Associates, Inc.

PHASE I: DEMAND-BASED PRICING & CONNECTIVITY

TASK 1: INITIATION & ENGAGEMENT

1.1 PROJECT TEAM INITIATION & COORDINATION MEETINGS

Nelson\Nygaard will hold bi-weekly coordination calls with Project Team (N\N, Town of Barnstable) to ensure effective coordination and collaboration throughout the implementation planning process. Our Project Manager will coordinate with Barnstable staff to set an appropriate schedule for these calls, and to identify additional participants as needed for each call.

Upon receiving notice to proceed, N\N will coordinate an internal kick-off call to confirm project goals and objectives, identify data and administrative information/practices, discuss recent initiatives/updates since 2017 plan completion, and confirm Project Stakeholders list (i.e. Parking Management Group) and kickoff meeting date.

1.2 STAKEHOLDER KICKOFF MEETING AND SITE VISIT

Nelson\Nygaard will lead an on-site kickoff meeting with Downtown Hyannis Parking Management Group to introduce the project team for this scope of work, provide an overview of the 2017 Hyannis Parking Plan, and discuss the following to guide the implementation plan:

- Confirm stakeholder understanding of plan recommendations and strategies
- Identify and agree upon a single set of parking and transportation goals that for the Village of Hyannis
- Discuss key challenges and potential barriers likely to affect implement efforts (e.g. stakeholder/public support or opposition to pricing, public realm/connectivity issues, seasonal fluctuations, etc.)

Scope and Fee Estimate for Hyannis Parking Strategy Implementation

Town of Falmouth

- Identify immediate and short-term implementation priorities (e.g. demand based pricing zones, proposed fares, payment technologies, connectivity/public realm improvements).

Nelson/Nygaard staff will conduct up to three (3) additional stakeholder meetings during this site visit, as necessary.

During the same trip, our team will complete a field visit of the project area, accompanied by Town of Barnstable Staff, to discuss parking demand, operations, connectivity/walkability impediments, and other issues and observations.

1.3 COMMUNITY MEETING #1

Nelson\Nygaard will lead a community meeting to engage local residents and business owners. The objective of this meeting will be to:

- Provide an overview of the 2017 Hyannis Parking Plan and plan recommendations
- Focus on Phase 1 Implementation - demand-based zones, pricing and operational considerations
- Seek feedback from participants, including on preliminary implementation priorities (based on initial Staff and Stakeholder meeting feedback).

Throughout Task 1 period, NN will initiate review of policy, code, ordinance, and public-and public-engagement needs for successful implementation. The Town is responsible for gathering supplemental data sets and information to assist with ongoing analyses. This information will inform the operational, logistical, and technological needs for identified implementation priorities.

DELIVERABLES – TASK 1

Technical memorandum #1 Meeting summaries/findings

Technical memorandum #2: Draft goals & Implementation Plan outline

Note: All technical memos will be written and designed in such a manner to combine into one complete plan document

Meetings:

Internal Kick off (Skype)

On-Site Community Meeting #1

Stakeholder interviews (three interviews)

TASK 2: IMPLEMENTATION PLAN DEVELOPMENT

TASK 2.A. IMPLEMENTATION STRATEGIES

Nelson\Nygaard will outline a series of strategies and an overarching plan to guide implementation of the project. Implementation strategies will focus on priorities established by Town of Barnstable, project stakeholders and the public during kickoff meetings.

Based on discussions with the Town of Barnstable, recommendations will focus on progressive demand based pricing to increase parking availability in the Hyannis study area, coupled with strategies to activate the public realm to improve access and connectivity and enhance year-round livability, walkability, safety and security in downtown. The plan will include the following:

- **DEMAND-BASED MANAGEMENT SYSTEM** including zonal boundaries, utilization targets/performance measures (and adjustment approaches to achieve targets), procedural steps and requirements, etc.
 - Develop demand-based parking zones for on- and off-street parking facilities within the project study area.
 - Adopt a formal policy target for the availability of parking on-street and off-street parking. (e.g. 85% for on-street, 90% for off-street, or similar). Seasonal fluctuations in utilization will be considered.
- **PARKING RATES AND STRUCTURES** for each zone and facility, with implementation to coincide with new parking equipment installation (and framed to be adjusted in pursuit of performance targets)
 - Identify pricing structure to achieve availability goals.
 - Address seasonal fluctuations, and resident considerations, into pricing strategies.
- **VENDOR & TECHNOLOGY GUIDANCE** will focus on compatibility and operations/maintenance efficiency.
 - Assess meter, kiosk, app payment, enforcement equipment options to ensure technologies are compatible and efficient.
 - Provide procurement guidance including municipal vs. joint procurement options and vendor negotiation suggestions.
- **PUBLIC REALM AND CONNECTIVITY IMPROVEMENT** recommendations to improve appearance, safety, and mobility within and to/from downtown and the waterfront
 - Assess additional opportunities to improve district wide connectivity – focus on low-cost solutions (e.g. signage, lighting, striping, public art, etc.)
 - Develop set of public realm/ connectivity design standards to improve wayfinding and access to and from parking and downtown/waterfront destinations.
- **REGULATORY GUIDANCE (INCLUDING PARKING BENEFIT DISTRICT)** related to ordinances and regulations, policies and procedures, parking guidelines (e.g. signage), etc., as necessary to address identified implementation requirements and barriers, including:
 - Guidance for securing authority, as necessary, to set and adjust zones and rate in response to performance measures.
 - PBD would highlight potential to fund implementation of placemaking and infrastructure and walkability recommendations identified in the process.

- **STAFFING & OPERATIONS PLAN** that identifies staffing needs (City staff, contracting, or combination) to support parking system in a manner to optimize efficiencies to minimize city costs

OPTIONAL TASKS

- **SHARED-PARKING PROGRAM** tasks will focus on initial steps towards future implementation, and define the process to engage stakeholders.
 - Identify prospective locations/partners, focused on likely “early adopters”
 - Map boundaries of potential shared parking districts
 - Develop an in-house library of shared parking principles, draft agreements and case studies/best practices to inform future implementation phase.
- **INFORMATION CAMPAIGN / WAYFINDING PLAN** recommendations and steps including examples of supporting graphics and documents.
 - Create print and web-ready parking and wayfinding map (key destinations)
 - Work with BID and marine entities to establish uniform sign standards for district
 - Design short term signage

DELIVERABLES – TASK 2:

TECHNICAL MEMORANDUM #3- Draft Implementation Plan (including maps)

Recommendations for implementing demand based pricing will include mapped zones, recommended rates, technology options, and maintenance/operations. Key connectivity/accessibility and public realm design recommendations will also be highlighted with an emphasis on low-cost enhancements.

Our team will ensure that all aspects of the Phase I implementation framework will support (and be compatible with) implementation of further phasing of the Hyannis Parking Strategy.

TASK 3: DRAFT PLAN ENGAGEMENT

3.1 STAKEHOLDER MEETING #2

Upon Town of Barnstable staff approval of a draft Phase I Implementation Plan, the NN project manager will provide a briefing of key recommendations to the Parking Management Group, and facilitate a feedback discussion.

3.2 COMMUNITY MEETING #2

Nelson\Nygaard will lead a second community meeting to present Draft Phase I Parking Implementation recommendations, with a focus on actions to establish demand-based zones and pricing, as well as public realm and connectivity opportunities.

Participants will engage in discussions with members of the Project Team to provide impressions and comments on the recommendations. Meeting format will be developed by Nelson\Nygaard in collaboration with Town of Barnstable staff and the Parking Management Stakeholder Group.

DELIVERABLES – TASK 3

TECHNICAL MEMORANDUM #4- Meeting summaries/ comments/ recommendations

TASK 4: FINAL PHASE I IMPLEMENTATION PLAN

4.1 FINAL RECOMMENDATIONS PLAN

Based on one set of non-conflicting of comments (consolidated from Town Staff, Parking Management Group and the public), NN will incorporate edits into the Final Phase I Implementation Plan.

4.2 STAKEHOLDER/COMMUNITY MEETING #3

Upon Town of Barnstable staff approval of Final Phase I Implementation Plan, the NN project manager will provide an overview to the Parking Management Group, business owners and interested members of the public. The meeting will focus be on immediate recommendations and actions. A discussion of Next Steps and future Implementation Phases will end the meeting.

DELIVERABLE – TASK 4:

Final Implementation Plan

SCHEDULE

The above work can commence immediately upon a contract or Notice to Proceed, and is expected to be completed within five (5) months of commencement.

COST

ESTIMATED FEE FOR ALL TASKS: \$45,000 (\$50,000 WITH OPTIONAL TASKS)

The Cost Proposal is based upon a Time & Materials (T&M) approach to ensure that the projects are managed in the most cost-effective and efficient manner. Our Cost Proposal includes a Not-To-Exceed amount for the project and we will deliver within that budget, customizing our solution to focus on what the project needs to achieve its objectives and adapting in order to ensure that the project is completed within the agreed upon budget and timing.

AGENDA ITEM 8e

Authorizing the execution of all necessary documents for a grant application to the Massachusetts Children's Alliance, for a Victims of Crime Act (VOCA) Grant, funded by the United States Department of Justice, in the amount of \$56,250.00, for a period of October 1, 2018 through June 30, 2019

Application

Eligibility Requirements:

Applicant is a Children's Advocacy Center holding membership with the National Children's Alliance: Accredited Membership Associate Membership

Applicant Information

Name of CAC: County of Barnstable Children's Cove: The Cape and Islands Child Advocacy Center

CAC Leadership (Name): Stacy Gallagher

CAC Leadership (Title): Director

Telephone: 508-375-0410

Email: sgallagher@childrenscove.org

Address: P.O. Box 427 Barnstable, MA 02630

Telephone: _____

CAC Type: Free Standing Non-Profit
 Program of a Parent Agency

Parent Agency Name: County of Barnstable

Identified entity to contract / receive funds: County of Barnstable

DUNS Number: 0766124070000

EIN: 04-6001419

Programmatic Contact Information (if different from Leadership):

Name: _____

Title: _____

Legal Address: _____

Telephone: _____

Email: _____

Fiscal Contact Information:

Name: Mary McIsaac

Title: County of Barnstable Finance Director

Legal Address: P.O. Box 427 3195 Main Street Barnstable, MA 02630

Telephone: 508-375-6915

Email: mary.mcisaac@barnstablecounty.org

Authorized Signatory

Signature: _____

Title: Barnstable County Regional Board of Commissioners: Leo Cakounes, Mary Pat Flynn, Ron Beaty

Date: _____

This application is submitted with the support of the District Attorney's Office for the CAC's respective judicial district.



MASSACHUSETTS CHILDREN'S ALLIANCE

**FY2019 Statewide Commercial Sexual Exploitation of Children (CSEC)
Service Enhancement Project
Program Support Agreement**

CONTRACTOR LEGAL NAME: County of Barnstable Children's Cove: The Cape and Islands Child Advocacy Center	MA STATE CHAPTER: Massachusetts Children's Alliance (MACA)
CONTRACT MANAGER: Stacy Gallagher	CONTRACT MANAGER: Thomas King, Executive Director
Phone: 508-375-0410 Fax: 508-375-0409 E-mail address: sgallagher@childrenscove.org	Phone: (617) 573 – 9800 Fax: (617) 573 – 9832 E-mail address: tking@mchildrensalliance.org
LEGAL ADDRESS: P.O. Box 427 Barnstable, MA 02630	BUSINESS MAILING ADDRESS: 11 Beacon Street, Suite 321 Boston, MA 02108
This is a joint agreement between <u>MACA</u> and Award Amount: \$56,250	
BRIEF DESCRIPTION OF CONTRACT PERFORMANCE: <ol style="list-style-type: none"> 1. FUNDING WILL BE UTILIZED AS OUTLINED IN THE MACA FY2019 STATEWIDE CSEC SERVICE ENHANCEMENT PROJECT APPLICATION. 2. FUNDING FOR THE RELATED SERVICES WILL NOT BEGIN UNTIL OCTOBER 1, 2018. 3. ALL FUNDS WILL BE EXPENDED BY JUNE 30, 2019 4. MONTHLY FISCAL INVOICES WILL BE SUBMITTED TO MACA AS REQUIRED. 5. MONTHLY VICTIM ASSISTANCE DATA WILL BE SUBMITTED TO MACA AS REQUIRED. 6. ONE SITE VISIT BY MACA STAFF AND/OR MACA BOARD OF DIRECTORS MAY OCCUR DURING GRANT PERIOD. 7. PARTICIPATION BY CONTRACT MANAGER IN GRANT INFORMATIONAL SESSIONS IS REQUIRED. 	
TERMINATION DATE OF THIS AGREEMENT: This Agreement shall terminate on <u>June 30, 2019</u> .	
AUTHORIZING SIGNATURE FOR THE CONTRACTOR: X: _____ (Signature of Contractor's Authorized Signatory) DATE: _____ (Date must be handwritten at time of signature) NAME: TITLE:	AUTHORIZING SIGNATURE FOR MACA: X: _____ (Signature of Contractor's Authorized Signatory) DATE: _____ (Date must be handwritten at time of signature) NAME: THOMAS KING TITLE: EXECUTIVE DIRECTOR



Massachusetts Children's Alliance

Request for Response (RFR)
FY2019 Statewide Commercial Sexual Exploitation of Children (CSEC)
Service Enhancement Project

Massachusetts Children's Alliance
11 Beacon Street Suite 321, Boston, MA 02108
Telephone (617) 573-9800
Facsimile (617) 573- 9832
www.machildrensalliance.org

Introduction

The goal of the Massachusetts Children's Alliance (MACA) VOCA-funded Statewide CSEC Service Enhancement Project is to enhance services for children impacted by commercial sexual exploitation (CSEC) by ensuring a coordinated response is available to child victims statewide from Pittsfield to Provincetown, through the addition of CSEC Case Manager positions in each jurisdiction.

As a closed coalition of the Commonwealth's 12 Children's Advocacy Centers (CACs), MACA is uniquely positioned to ensure victims of commercial sexual exploitation (CSEC), an underserved population, have access to the streamlined, trauma-informed MDT response of a Children's Advocacy Center, which includes Department of Children and Families (DCF), law enforcement, prosecution, victim advocacy, mental health, and medical professionals. This project will build upon and sustain the work and recommendations of the MA Attorney General's Human Trafficking Task Force and the 5-year MA Child Welfare Trafficking Grant.

CSEC Case Managers will serve children (x<18) who are victims of or at risk of commercial sexual exploitation. The duties of the CSEC Case Manager may include: case intake, review, and coordination; victim advocacy; provision of referrals for services; forensic interviewing; outreach and education; maintaining data and case tracking; and other duties as necessary.

What is the Massachusetts Children's Alliance?

The Massachusetts Children's Alliance (MACA) is a membership organization that promotes an integrated, multidisciplinary team response to child abuse. MACA is committed to strengthening collaborations and fostering systemic and societal change to protect children. Through support of member organizations, MACA ensures that children and their families have access to the high quality, comprehensive, specialized and culturally competent services of a Children's Advocacy Center.

Objectives:

The objectives of this RFR are:

- 1) Ensure that all child victims of commercial sexual exploitation receive a trauma-informed, victim-focused service response from child abuse professionals.
- 2) Ensure that child serving professionals are able to properly identify cases of CSEC in their respective judicial district.
- 3) Ensure that each Children's Advocacy Center in the Commonwealth has the organizational capacity for proper response and services for CSEC victims.

Eligibility:

The RFR is open to MACA membership (Children's Advocacy Centers) holding accredited or associate membership with the National Children's Alliance (NCA). Applicants must follow the application procedures and subsequent reporting responsibilities. Only one proposal may be submitted from each CAC/judicial district.

Contracts

For FY'2019 (October 1, 2018 – June 30, 2019) contracts will be available in the amount of \$56,250 to support salary plus fringe benefits and indirect expenses for a full-time CSEC Case Manager position in each judicial district. FY'2020 contracts will be for the full twelve months (July 1, 2019 – June 30, 2020).

The Massachusetts Children's Alliance and each successful applicant will enter into a contract in which the recipient of MACA funds agrees utilize funds to hire and support a CSEC Case Manager position.

Method for Cost Reimbursement

As a VOCA-funded initiative, contracts will be cost reimbursement. Successful applicants will be provided the necessary instruction and forms regarding reimbursement on a monthly basis. Successful applicants must have sufficient funds on hand to support the project without a cash advance. Successful applicants will submit monthly invoices for salary, fringe benefits, and indirect rate expenses. **Reimbursement will be made only after the approved costs are incurred and expensed.**

Reporting

In addition to monthly invoices, for FY'2019, successful applicants will submit monthly victim assistance data to Massachusetts Children's Alliance.

Application

Eligibility Requirements:

Applicant is a Children's Advocacy Center holding membership with the
National Children's Alliance: Accredited Membership Associate Membership

Applicant Information

Name of CAC: County of Barnstable Children's Cove: The Cape and Islands Child
Advocacy Center

CAC Leadership (Name): Stacy Gallagher

CAC Leadership (Title): Director

Telephone: 508-375-0410

Email: sgallagher@childrenscove.org

Address: P.O. Box 427 Barnstable, MA 02630

Telephone: _____

CAC Type: Free Standing Non-Profit
 Program of a Parent Agency

Parent Agency Name: County of Barnstable

Identified entity to contract / receive funds: County of Barnstable

DUNS Number: 0766124070000

EIN: 04-6001419

Programmatic Contact Information (if different from Leadership):

Name: _____

Title: _____

Legal Address: _____

Telephone: _____

Email: _____

Fiscal Contact Information:

Name: Mary McIsaac

Title: County of Barnstable Finance Director

Legal Address: P.O. Box 427 3195 Main Street Barnstable, MA 02630

Telephone: 508-375-6915

Email: mary.mcisaac@barnstablecounty.org

Authorized Signatory

Signature: _____

Title: Barnstable County Regional Board of Commissioners: Leo Cakounes, Mary Pat
Flynn, Ron Beaty

Date: _____

This application is submitted with the support of the District Attorney's Office for the
CAC's respective judicial district.

Narrative:

As a function of membership, CACs submit programmatic information to MACA regularly, via an annual grantmaking process. If applicable, please briefly describe any significant programmatic changes since your most recent grant application (FY'18) submitted to MACA (if none, you may indicate "N/A").

Children's Cove: The Cape and the Islands Child Advocacy Center, received a Victims of Crime Act Grant (VOCA) for FY19-20 that provides funding for its Mental Health Coordinator and Family Advocate. The Mental Health Coordinator maintains a Trauma Informed Provider Network (TIPnet) where interagency agreements are signed with agency clinicians who have been trained in trauma-informed, research-based methodologies. The Family Advocate provides specialized support and advocacy by assisting with protection orders, court appearances, DA's Victim Witness Assistants and referrals.

Describe the current response to CSEC in your judicial district, including current data on the number of commercially sexually exploited children served by your program annually.

Cape Cod is a vulnerable target area for offenders to gain access to at-risk youth. With the implementation of the MA Child Welfare Grant CSEC initiative, Children's Cove has seen an increase in identified CSEC cases and has responded to at least 20 CSEC cases within the past two years with knowledge that other at-risk youth are not being identified as CSEC victims. Children's Cove has implemented MDT responses in each identified case per the CSEC Multi-Agency Protocol. Children's Cove has trained over 600 multidisciplinary professionals in CSEC and has successfully implemented and utilized CSEC response protocols for all multidisciplinary team members in collaboration with the Cape and Islands CSEC Steering Committee.

Describe the need for a CSEC Case Manager position, including proposed caseload for FY'2019 (October 1, 2018 – June 30, 2019).

The anticipated increase in the caseload for the Forensic Interviewer/CSEC Case Manager will more than double during FY19. This new position is an essential component of Children's Cove "next steps" that establishes a comprehensive strategy to identify the gaps in services throughout the Cape and Islands. The Forensic Interviewer/CSEC Case Manager will increase Children's Cove's ability to meet the expanding need for conducting forensic interviews as additional CSEC cases are identified and to coordinate its efficient Multidisciplinary Response Team for those CSEC cases. The Forensic Interviewer/CSEC Manager will strengthen Children's Cove's partnerships with identified multidisciplinary partners, additional providers, and mental health supports for CSEC victims and high-risk youth. The Forensic Interviewer/CSEC Case Manager will enable Children's Cove to expand advanced protocols for CSEC responses through its collaboration with the Children's Cove CSEC Steering Committee. Since the identification of CSEC victims is a new epidemic to the area, outreach about CSEC services within the region will be a vital part of the Forensic Interviewer/CSEC Case Manager's role.

This project is supported by the Massachusetts Office for Victim Assistance through a Victims of Crime Act of 1984 (VOCA) grant from the Office for Victims of Crime, Office of Justice Programs, U.S. Department of Justice.

Budget Narrative:

Personnel Include the following information:

- Position title: **Forensic Interviewer/CSEC Case Manager**
 - Annual Salary (if hourly include rate x hours = salary) \$29.41/hr. x 30 hrs/wk. x 37 wks = \$32,645.77
 - Actual dollar amount funded by FY2019 contract
 - Identify other funding source (if less than 100% funded by contract)
- \$32,645.77

Fringe Benefits Include the following information:

- Fringe Benefits rate
- Actual dollar amount funded by FY2019 contract

*** Please note: the actual fringe benefits will be determined by the group insurance package selected by the new staff member. Projection: \$17,620.98 (health, dental, life) In addition to: Medicare: 1.45% = \$473.36; Retirement: 9.00% = \$2,938.12; WC: 4%; \$1,305.83; Unemploy: 3.12% = \$1,018.55. = \$5,735.86.

\$23,356.84

Indirect Rates (if applicable) Include the following information:

- Approved indirect rate
- Actual dollar amount funded by FY2019 contract

*** To be determined as 10% De Minimis for FY20

The intent of this contract is to support salary, fringe benefits and indirect costs (if applicable) related to the CSEC Case Manager position. However, if the total salary, fringe benefits, and indirect rate costs for FY'19 are less than the contract amount (\$56,250), remaining balance may be budgeted towards in-state travel (outreach, education, meeting attendance) and/or supplies (computer, phone, office supplies) necessary for the CSEC Case Manager position.

Travel Include the following information:

- Mileage: rate of mileage reimbursement x miles
- Tolls, parking fees

Supplies/Equipment Include the following information:

- Type of office supplies & cost:
- 247.39

Total \$ 56,250.00

AGENDA ITEM 8f

Authorizing the execution of an agreement with the United States Department of Interior, National Park Service, Cape Cod National Seashore, covering the AmeriCorps Cape Cod Program's cooperative land and resource management volunteer activities, for a period of five (5) years



Agreement Number H1730-18-0001

**General Agreement
Between
The United States Department of Interior,
National Park Service, Cape Cod National Seashore
and
Barnstable County, MA.**

This General Agreement is hereby entered into by and between Barnstable County (COUNTY) and the U.S. Department of the Interior, National Park Service (NPS), covering AmeriCorps Cape Cod program’s cooperative land and resource management volunteer activities with Cape Cod National Seashore.

ARTICLE I - BACKGROUND AND OBJECTIVES

The COUNTY is a government agency that provides services to the communities of Cape Cod in the Commonwealth of Massachusetts. The COUNTY has established the AmeriCorps Cape Cod program to perform environmental services divided into four areas of focus: land conservation, water conservation, environmental education, and disaster preparedness within NPS and Barnstable County communities. The COUNTY Resource Development Office created, developed and oversees AmeriCorps Cape Cod through a federally funded national service organization overseen by the Corporation for National and Community Service, with the state level support from the Massachusetts Service Alliance. AmeriCorps Cape Cod staff oversee all AmeriCorps members and match them with Individual Placements with the NPS, towns, and other community organizations and coordinate Group Project work with NPS and other entities.

The COUNTY and NPS have had 19 years of mutual success with the AmeriCorps COUNTY covered by two previous General Agreements and one Cooperative Agreement (due to a one-time cash payment) for such services since 2002, therefore, pursuant to the authority contained in, and laws supplemental thereto and amendatory thereof 16 U.S.C. §1723(c), Public Lands Corps the parties agree as follows:

ARTICLE II – LEGAL AUTHORITY

The Act of August 25, 1916, as amended, **54 U.S.C. § 100101 (2013)** declares that the NPS will promote and regulate the use of various federal areas known as units of the national park system by such means and measures as conform to the fundamental purpose of the national park system, which purpose is to conserve the scenery and natural and historic objects and the wildlife therein and to provide for the enjoyment of the same in such manner and by such means as will leave them unimpaired for the enjoyment of future generations.

54 U.S.C. § 102301, Volunteers in parks program, authorizes the Secretary of the Interior to recruit, train, and accept the services of individuals without compensation as volunteers for or in the aid of interpretive functions, or other visitor services or activities in and related to areas of the National Park System. Such volunteers may not be used for hazardous duty or law enforcement work or in policymaking processes or to displace any employee. A special exception allows the acceptance of the services of individuals that the Secretary determines “are skilled in performing hazardous activities.”

16 U.S.C. §1723(c), Public Lands Corps, authorizes the Secretary to enter into contracts and cooperative agreements with any qualified youth or conservation corps to perform appropriate conservation projects referred to in subsection (d) of section 1723. The Secretary may also authorize appropriate conservation projects and other appropriate projects to be carried out on Federal, State, local, or private lands as part of disaster prevention or relief efforts in response to an emergency or major disaster declared by the President under the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. 5121 et seq.).

ARTICLE III - RESPONSIBILITIES & UNDERSTANDING

The COUNTY will participate in volunteer projects at Cape Cod National Seashore that assist in education about and management of park land and water resources. Volunteers will assist staff in performing fundamental tasks in support of park planning and operations. Each party shall be responsible for its own expenses incurred under this Agreement, and nothing contained herein shall be interpreted as obligating any payment by the NPS for goods or services provided by the COUNTY.

A. For the Term of this Agreement the COUNTY agrees to:

1. Comply with the terms of applicable laws, regulations and Government policies.
2. Undertake land conservation, water conservation, disaster preparedness, and environmental education projects as a county volunteer that support the mission of Cape Cod National Seashore of benefit to the NPS and the six towns of the Outer Cape. This work will include assigning AmeriCorps members to Individual Placements with seashore staff and completing group projects within the seashore, as requested in appropriate applications by the NPS.

3. Be assigned the Designated Property and Government Improvements described below for its use each year that this Agreement is in effect. NPS retains right of entry and reserves the right to withdraw such assignments or parts thereof at any time during the term of this Agreement if such withdrawal is necessary in order to protect visitors or park resources. "Government Improvements," as used herein, means the buildings, structures, utility systems, fixtures, equipment, and other improvements upon the lands assigned hereunder, constructed or acquired by NPS and provided by NPS for the purpose of this Agreement.
 - a. The facility designated as Lebac house located at 300 Pamet Point Road, in Wellfleet, Massachusetts. The area of responsibility includes the driveway, the lawn, the garage (W-263) and the house (W-1949).
4. The assigned Government Improvements include all floors and basement of the buildings, all porches, fire escapes, chimneys, and walkways. Area of responsibility does not include power lines or other utilities up to the outside wall of replacements heretofore or hereafter provided by the COUNTY shall be the property of the United States Government, without compensation to the COUNTY or any other person, except for specific appliances and furnishings supplied by the COUNTY at its own expense and which can be removed without damage or loss of property value. Nothing herein shall be deemed to create in the COUNTY or any of its cooperators any right, title, interest, or possessory interest in the buildings, lands or improvements made available under the Agreement for their use.
5. In the event of damage to or destruction of the Designated Property assigned for the use of the COUNTY in whole or part by any cause whatsoever, nothing herein contained shall be deemed to require NPS to replace or repair the buildings or facilities. If NPS determines in writing, and after consultation with the COUNTY that damage to buildings or portions thereof renders such buildings unsuitable for continued use by the COUNTY, NPS shall assume sole control over such buildings or portions hereof.
6. Use any premises or any of the rights or privileges herein provided solely for environmental service and educational purposes and only to the extent necessary for the objectives of this agreement. The COUNTY will observe and obey, and require its employees and all persons under its control and supervision associated with the program to observe and obey all provisions in this General Agreement and any law or regulation concerning the use or administration of Cape Cod National Seashore.
7. Allow only activities within the Designated Property that are consistent with the terms of this Agreement and provided for herein or otherwise authorized by NPS in writing.
8. Waive any right to any possessory interest in government improvement described in this agreement. All improvements to NPS property shall become the property of the United States without compensation.

9. Provide all general housekeeping and day-to-day maintenance of assigned lands and structures to the satisfaction of NPS, e.g. cleaning, mowing, painting and general upkeep, and pay all costs associated with normal provision of utilities directly to provider (septic pumping, telephone, electricity, oil, electric or gas heating, and garbage disposal).
10. Obtain a Special Use Permit or other appropriate approvals prior to undertaking activities in a park unit.
11. Utilize NPS property as identified in accord with the conditions specified. Any proposed use of NPS property not in accord with the conditions authorized must be requested and approved in writing prior to the time of the desired use. The NPS Key Official identified in this agreement is the approving official for such a request. Such request may only be considered if NPS has legal authority to grant such a request.

B. *For the term of this Agreement NPS agrees to:*

1. Authorize the COUNTY to utilize the Designated Property to provide residency to its AmeriCorps Cape Cod program participants and staff to meet the needs of education, health, and safety as set forth hereinafter.
2. If for reasons of health or safety, this Designated Property is deemed uninhabitable by NPS, subject to the availability of funding NPS may undertake necessary renovations/repairs at its expense or shall authorize the County to undertake said repairs at the County's expense. Should funds not be available from either source to undertake such repairs or renovations make the facility habitable then, NPS may require the COUNTY to cease operations within the facility.
3. Maintain, subject to the availability of NPS funds, wires, water and sewer pipes and tanks, outside the Designated Property. If essential repairs of any utility that is the responsibility of NPS cannot be made due to lack of funding, manpower, or any other cause, NPS may authorize the COUNTY to provide such repair or service at the County's expense.
4. Provide appropriate levels or routine law enforcement investigative services and traffic control and undertake to enforce, as NPS deems appropriate, all applicable laws and regulations pertaining to the conduct of persons at activities conducted by the COUNTY.
5. Review the COUNTY's insurance policies annually during September for adequacy to ensure it meets the criteria established in this agreement.
6. Acknowledges that Barnstable County, consistent with conditions stipulated in this agreement, will be working with other public agencies and non-profit organizations for the purpose of conducting environmental services.
7. Provide to COUNTY appropriate service project proposals for ACC Individual Placement and Group Project teams to accomplish within the national seashore.

8. Authorize NPS employees to supervise activities of the AmeriCorps members to support the efforts of the COUNTY.
9. Provide evaluations to the COUNTY with regard to the performance of the AmeriCorps participants.
10. Review and approve or deny all proposed third-party agreements of a material nature submitted to NPS.

C. *For the Term of this Agreement NPS and the COUNTY jointly agree to:*

1. Participate in regular meetings, to foster close cooperation on agreement implementation.
2. Make a good faith effort to achieve the mutually agreed goal and objectives during the term of this Agreement.
3. Work together in good faith to resolve differences at the level of the Key Officials listed in this Agreement prior to elevating matters within the COUNTY organizations or appealing elsewhere within NPS or the federal government.
4. Make timely decisions on matters necessary to properly implement and administer this Agreement.
5. Work in good faith to execute sub agreements to this Agreement necessary to meet the mutual objectives of the parties. Such agreements may include without limitation Fundraising Agreements, Construction Agreements, and Operating Agreements.
6. Collaborate and ensure that the Outer Cape residential component at the two houses within Cape Cod National Seashore and the services described above are provided by AmeriCorps Cape Cod, including residency for its members and supervisors, while performing environmental conservation Corps services within NPS and Cape Cod communities.
7. Carryout annual inspections of the Designated Property jointly to assess the condition of the Government Improvements; to develop complementary plans for funding and accomplishing maintenance/ repair and renovation foreseen as needed within the life of this Agreement; and, when necessary, to negotiate the division of responsibility for the funding and accomplishment of specific repairs or renovations.
8. Participate in a regular program of Fire and Safety Inspections covering all facilities and programs authorized under this Agreement. Written reports covering all inspections of physical facilities will be completed by the inspectors and forwarded to NPS and the COUNTY within ten (10) days of inspection.
9. Supervise Individual Placements with Cape Cod National Seashore staff in planning,

resource management, and fire management and oversee Group Project teams for work submitted by CCNS and agreed to by ACC.

ARTICLE IV - TERM OF AGREEMENT

Unless earlier terminated by operation of the terms of this General Agreement, or by agreement of the parties in writing, this General Agreement will run for a period of five (5) years from the date of final signature.

ARTICLE V – TERMINATION AND EXPIRATION

Either party may terminate its role in this Agreement, without cause, cost or penalty, by providing the other party with **30** days' advance written notice. On receipt of such notice of termination, the parties will meet promptly to discuss reasons for the notice and attempt to resolve the specific issue or issues influencing the decision to terminate. This Agreement may be terminated for cause upon ten (10) days advance written notice of termination.

A. Termination:

1. Either party may terminate this Agreement for any reason by giving 30 days written notice. Neither party shall be liable to the other for any costs or claims in the event of termination. Termination will be effective at the end of the 30 day period.
2. If either party fails to observe the terms and conditions of this Agreement, the other party may terminate this Agreement for default without any legal process whatsoever by giving 30 days written notice of termination, the termination will be effective at the end of the 30 day period.
3. The National Park Service may terminate this Agreement for the convenience of the Government, at any time, when it is determined to be in the best interest of the public to do so. The affected parties shall be notified within 5 working days following termination.

Upon termination of this Agreement, COUNTY agrees to vacate the premises within 90 days of the effective date of termination and remove all temporary and moveable improvements or personal property therefore furnished by COUNTY, unless otherwise agreed to in writing by NPS. In case of non-removal hereof, the remaining property or products shall be considered abandoned property and become property of NPS without compensation to COUNTY.

ARTICLE VI- KEY OFFICIALS

The key officials specified below in this agreement are considered to be essential to ensure maximum coordination and communication between the parties and the work being performed.

Upon written notice, either party may designate an alternate to act in place of the designated key official, in an emergency or otherwise.

A. For the National Park Service:

Lauren McKean, Park Planner
Cape Cod National Seashore
99 Marconi Site Road
Wellfleet, MA 02667
508-957-0731
E-mail: lauren_mckean@nps.gov

B. For AmeriCorps Cape Cod:

Andrew Platt, Program Coordinator
Barnstable County AmeriCorps Cape Cod
PO Box 427
Barnstable, MA 02630
Phone: 508-375-6872
E-mail: andrew.platt@barnstablecounty.org

ARTICLE VII – PRIOR APPROVAL

The COUNTY shall obtain prior written approval from NPS before:

1. Holding special events within the Park;
2. Assigning this Agreement or any part thereof.
3. Undertaking any construction or site maintenance activities. Before undertaking specific maintenance activities or modifying the landscape, COUNTY will consult with NPS, submit a scope of work that identifies materials and methods, and obtain approval from NPS.
4. Carrying out ground-disturbing activities, such as landscaping or utility trenching. Ground-disturbing activities requiring additional research, archeological testing, and/or consultation with the Massachusetts Historical Commission will require additional NPS approval time. Depending on the nature of the archeological testing, the NPS may require the COUNTY to bear the cost of a contractor or staff person.
5. Submitting any fundraising or grant proposals that are formulated with the specific intent of repair or improvements of government facilities, or which might be construed to be in conjunction with NPS.

6. Utilizing any pesticides, fertilizers or herbicides, or storing any hazardous materials on NPS property.

In all situations requiring written approval on NPS, unless specified otherwise, said approval, disapproval or other determination in response to COUNTY's written request shall be made within thirty (30) days of receipt by NPS.

ARTICLE VIII – LIABILITY AND INSURANCE

COUNTY shall indemnify, defend and hold harmless the United States of America and its agents and employees from and against any and all liabilities, obligations, losses, damages, judgments, claims, actions, suits, penalties, fines, costs and expenses (including reasonable attorneys' fees and experts' fees) of any kind and nature whatsoever arising out of the acts or omissions of COUNTY, its employees, agents or contractors (including any contractor's subcontractors), including injury to persons (including injury resulting in death) and damage to property. COUNTY shall promptly pay the United States of America the full value of all damages to the lands or other property of the United States of America caused by COUNTY, its employees, agents, representatives, or contractors (including any contractor's subcontractors) or, as agreed to by the parties, shall undertake the remedial work to repair or replace the damaged lands or property. COUNTY will cooperate with the NPS in the investigation and defense of any claims that may be filed with the NPS arising out of the activities of COUNTY, its employees, agents, representatives or contractors (including any contractor's subcontractors).

COUNTY shall be fully responsible for the acts and omissions of its representatives, employees, contractors, and subcontractors connected with the performance of this Agreement. COUNTY, in furtherance of and as an expense of this Agreement shall:

1. Procure and maintain Comprehensive General Liability insurance against claims occasioned by the actions or omissions of COUNTY, its agents and employees in carrying out the activities and operations authorized hereunder. Such insurance shall be in an amount commensurate with the degree of risk and the scope and size of such activities authorized hereunder, but in any event, not less than \$1,000,000 per person for any one claim, and an aggregate limitation of \$3,000,000 for any number of claims arising from any one incident. All liability policies shall name the United States of America as an additional insured and in that event shall provide that the insurance company shall have no recourse against the government for payment of any premium or assessment. A certificate of insurance indicating that the required insurance is in effect shall be provided by COUNTY to the NPS prior to the commencement of any activities authorized under this Agreement. Liability coverage of participants will be provided by AmeriCorps.
2. Pay the United States the full value for all damages to the lands or other property of the United States caused by the County, such persons or organizations, its representatives, or other employees; and

3. This Agreement is made upon the express condition that the United States, its agents and employees shall be free from all liabilities and claims for damages and/or suits for or by reason of any injury to any person or property of any kind whatsoever, whether to the person or property of COUNTY or of any third parties, from any cause or causes whatsoever while in or upon said premises or any part thereof during the term of this Agreement arising from any acts or omissions of COUNTY, its agents or employees, or occasioned by its occupancy of the Permitted Areas (as shown on the attached plot plan) or any activity carried on by COUNTY, in connection therewith during the term of this Agreement, and COUNTY hereby covenants and agrees to indemnify, defend, save and hold harmless the United States, its agents and employees from all such liabilities, expenses and costs on account of or by reason of any injuries, deaths, liabilities, claims, suits or losses however occurring or damages arising out of the same.

4. Any contractor hired by COUNTY must meet the following liability insurance requirements:

A. The named insured parties under the policy shall be the Contractor, COUNTY and the United States of America.

B. Worker's Compensation and Employer Liability Insurance: Compliance with applicable Federal and State Worker's Compensation and Occupational Disease Statutes shall be required. Employer liability coverage in the minimum amount of \$100,000 is required.

C. General Liability Insurance in the amount of \$1,000,000 shall be required.

D. Automobile Liability Insurance: This insurance shall be required on the comprehensive form of the policy and shall provide for bodily injury and property damage liability covering the operation of all automobiles used in connection with performing the contract. The minimum limits of \$200,000 per person and \$500,000 per occurrence for bodily injury and \$100,000 per occurrence for property damage shall be required.

E. Each policy shall have a certificate evidencing the insurance coverage. COUNTY shall furnish NPS a copy of an acceptable insurance certificate prior to beginning the work.

Purchase and maintain fire and hazard protection insurance in an amount equal to the replacement cost of NPS structures and facilities utilized by the COUNTY, extended coverage and such other perils insurance in such types and limits as are determined by NPS to be necessary to repair or replace equipment, furnishings, betterments, and improvements necessary to discharge its obligations under this Agreement. Casualty insurance shall provide for COUNTY and the United States of America to be insured as their interests may appear. Insurance provisions respecting replacement at the "same site" shall be waived. Specify in each insurance policy it maintains that the insurance carrier shall have no right of subrogation against

the United States of America, or shall name the United States for payment of any premiums or assessments. Insurance policies shall contain a directly to COUNTY without requiring endorsement by the United States.

ARTICLE IX – REPORTS AND/OR DELIVERABLES

COUNTY shall:

A. By providing NPS with copies of the Advisory Board minutes or Annual Summary Report of its semi-annual meetings, supply the following information on its yearly activities:

1. Achievements;
2. Objectives;
3. Description of programs and services offered in furtherance of this Agreement;
4. Facility improvements accomplished or planned;
5. Significant staff and / or organizational changes and a list of COUNTY representatives and AmeriCorps leaders or resident directors, if applicable.

B. Report any changes of its resident director to NPS within one week of such a change.

C. Report all personal injuries, all property damage, fires, or criminal activity within the facilities assigned under this Agreement to NPS as soon as is practicable.

D. Annually, prior to the occupancy of NPS premises, and within five days of any change of insurance coverage, provide NPS with Certificates of Insurance, Broker's Analyses, or similar written notice of any material change in insurance.

ARTICLE X - PROPERTY UTILIZATION

The County is authorized to use the park facilities itemized under Article III.A.1.3. for use of this Agreement. This Agreement conveys no permanent property right any facility belonging to the United States.

Intellectual Property: As used herein, "Intellectual Property" means with respect to a party, all trademarks, service marks and corporate and brand identification and indicia, including without limitation word marks, logos and other picture marks, video and audio recordings, phrases, composite marks, institutional images, look and feel, images of such party's employees, taglines, and web content, in each case, to the extent owned by such party, whether or not such property is trademarked or registered.

1. Neither party to this Agreement shall use any Intellectual Property (as herein described) of the other party for any purpose (including, without limitation, for collateral marketing, outreach, advertising, or as trade names or internet domain names) without the prior written consent of such other party, which consent may be withheld in such other party's

sole discretion. All uses by one party of the other party's Intellectual Property shall be in accordance with any requirements and/or quality control standards (including, without limitation copyright and trademark notices) on which the consenting party may condition such consent or may promulgate from time to time by notice to the other party. A party retains all rights with respect to its Intellectual Property that are not specifically granted to the other party. Each party may, in its sole discretion, withdraw its consent to any use of its Intellectual Property by the other party on five (5) business days' notice to such other party. Each party retains the right to concurrently use, and license others to use, its Intellectual Property anywhere in connection with any purpose.

2. Each party agrees that it shall not acquire and shall not claim rights in or title to any Intellectual Property of the other party.
3. Upon the termination of this Agreement all Intellectual Property of the Partner shall, to the extent such Intellectual Property are owned by the Partner and are transferable, shall become the property of NPS.

ARTICLE XI - GENERAL AND SPECIAL PROVISIONS

- A. Non-Discrimination: All activities pursuant to or in association with this Agreement shall be conducted without discrimination on grounds of race, color, sexual orientation, national origin, disabilities, religion, age, or sex, as well as in compliance with the requirements of any applicable federal laws, regulations, or policies prohibiting such discrimination.
- B. NPS Appropriations: Pursuant to 31 U.S.C. § 1341, nothing contained in this Agreement shall be construed to obligate NPS, the Department, or the United States of America to any current or future expenditure of funds in advance of the availability of appropriations from Congress and their administrative allocation for the purposes of this Agreement, nor does this Agreement obligate NPS, the Department, or the United States of America to spend funds on any particular project or purpose, even if funds are available.
- C. Member of Congress: Pursuant to 41 U.S.C. § 22, no Member of Congress shall be admitted to any share or part of any contract or agreement made, entered into, or adopted by or on behalf of the United States, or to any benefit to arise thereupon.
- D. Lobbying with Appropriated Money: COUNTY will not undertake activities, including lobbying for proposed COUNTY or NPS projects or programs, that seek to either (1) alter the appropriation of funds included in the President's budget request to Congress for the Department of the Interior or another federal agency that holds funds for the sole benefit of the NPS under Congressionally authorized programs, including the Federal Lands Highway Program; or (2) alter the allocation of such appropriated funds by NPS or another Federal agency. Nothing in this paragraph is intended to preclude the Partner from applying for and obtaining a competitive or non-competitive grant of Federal financial assistance from a Federal agency, or from undertaking otherwise lawful activities with respect to any non-Federal entity or NPS activity, project or program included in the President's budget

request to Congress. Nothing in this paragraph should be construed as NPS requesting, authorizing or supporting advocacy by nonfederal entities before Congress or any other government official. Except as provided herein and in applicable laws, nothing in this paragraph shall be construed to curtail COUNTY's ability to interact with elected officials.

- E. Drug Free Workplace Act: COUNTY certifies that comprehensive actions will be taken to ensure the workplace is drug-free.
- F. Third Parties Not to Benefit: This Agreement does not grant rights or benefits of any nature to any third party.
- G. Assignment, Binding Effect: Neither party may assign any of its rights or obligations under this Agreement without the prior written consent of the other party. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and permitted assigns. The parties waive the defense of lack of consideration.
- H. Non-exclusive: This Agreement in no way restricts the parties from entering into similar agreements, or participating in similar activities or arrangements, with other public or private agencies, organizations, or individuals.
- I. Compliance with Applicable Laws: This Agreement and performance hereunder is subject to all applicable laws, regulations and government policies, whether now in force or hereafter enacted or promulgated. Nothing in this Agreement shall be construed as (i) in any way impairing the authority of the NPS to supervise, regulate, and administer its property under applicable laws, regulations, and management plans or policies as they may be modified from time-to-time or (ii) inconsistent with or contrary to the purpose or intent of any Act of Congress.
- J. Disclaimers of Government Endorsement: COUNTY will not publicize or circulate materials (such as advertisements, solicitations, brochures, press releases, speeches, pictures, movies, articles, manuscripts, or other publications), suggesting, expressly or implicitly, that the that the United States of America, the Department, NPS, or any government employee endorses any business, brands, goods or services.
- K. Public Release of Information: COUNTY must obtain prior written approval through the NPS Key Official (or his or her designate) for any public information releases (including advertisements, solicitations, brochures, and press releases) that refer to the Department of the Interior, any bureau, park unit, or employee (by name or title), or to this Agreement. The specific text, layout, photographs, etc., of the proposed release must be submitted with the request for approval. The NPS will make a good-faith effort to expeditiously respond to such requests.
- L. Promotions: COUNTY will not publicize or otherwise circulate promotional material (such as advertisements, sales brochures, press releases, speeches, still and motion pictures, articles, manuscripts, or other publications), which states or implies Governmental, Departmental, bureau or Government employee endorsement of a product, service or

position which the COUNTY represents. No release of information relating to this agreement may state or imply that the Government approves of the (party's) work product, or considers the COUNTY's work product to be superior to other products or services.

- M. Merger: This Agreement, including any attachments hereto, and/or documents incorporated by reference herein, contains the sole and entire agreement of the non-Federal entity.
- N. Modification: This Agreement may be extended, renewed, or amended only when agreed to in writing by the NPS and the Foundation.
- O. Waiver: Failure to enforce any provision of this Agreement by either party shall not constitute waiver of that provision. Waivers must be express and evidenced in writing.
- P. Counterparts: This Agreement may be executed in counterparts, each of which shall be deemed an original (including copies sent to a party by facsimile transmission) as against the party signing such counterpart, but which together shall constitute one and the same instrument.
- Q. Agency: The non-Federal entity is not an agent or representative of the United States, the DOI, or the NPS, nor will the non-Federal entity represent itself as such to third parties.
- R. Survival: Any and all provisions that, by themselves or their nature, are reasonably expected to be performed after the expiration or earlier termination of this Agreement shall survive and be enforceable after the expiration or earlier termination of this Agreement. Any and all liabilities, actual or contingent, that have arisen during the term of this Agreement and in connection with this Agreement shall survive expiration or termination of this Agreement.
- S. Partial Invalidity: If any provision of this Agreement or the application thereof to any party or circumstance shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement or the application of such provision to the parties or circumstances other than those to which it is held invalid or unenforceable shall not be affected thereby, and each provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.
- T. Captions and Headings: The captions, headings, article numbers, and paragraph numbers and letters appearing in this Agreement are inserted only as a matter of convenience and in no way shall be construed as defining or limiting the scope or intent of the provisions of this Agreement nor in any way affecting this Agreement.

ARTICLE XII -- SIGNATURES

IN WITNESS HEREOF, the parties to the Agreement have caused this Agreement to be signed by their respective duly authorized officers the day and year below written.

For Barnstable County:

For the National Park Service:

Leo G. Cakounes, Chair Commissioner
Barnstable County

Brian T. Carlstrom, Superintendent
Cape Cod National Seashore

Date: _____

Date: _____

Ronald R. Beaty, Jr., Commissioner
Barnstable County

Date: _____

Mary Pat Flynn, Commissioner
Barnstable County

Date: _____

AGENDA ITEM 8g

Authorizing the award of a contract to Mill City Construction for Roof Replacement at the East Wing of the Former House of Corrections, for a period to commence September 2018 with a maximum forty-five (45) day window for completion, for an amount not to exceed \$94,680.00

AGREEMENT BETWEEN

Barnstable County
3195 Main Street
Barnstable, MA 02630

and

Mill City Construction
Stephen Traghella
7 Old Great Rd
Lincoln, RI 02865

THIS AGREEMENT is made this _____ day of _____ by and between Mill City Construction (hereinafter referred to as Contractor), and Mary Pat Flynn, Ron Beaty and Leo Cakounes as they are the Commissioners of Barnstable County, but without any personal liability.

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

WHEREAS: Barnstable County issued a Request for Quotes for New East Wing Roof

WHEREAS: The Request for Quotes was solicited in compliance with MA General Law Chapter 149

WHEREAS: The vendor is the responsive, responsible bidder offering the lowest price.

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

1. Employment of Contractor. The Vendor hereby agrees to perform the services hereinafter set forth in the Scope of Services. Contractor hereby agrees to hold the County harmless from any claims regarding worker's compensation benefits, unemployment compensation benefits, retirement benefits, or any other benefit normally attributable to the status of "employee" and Contractor specifically agrees to pay for all damages incurred by the County, including costs, benefits, and reasonable attorney fees in the event the Contractor files such claim.
2. Scope of Services. The contractor shall perform the scope of services set forth in the engineered drawing labeled S-100 dated May 23, 2018 and the Contractor's proposal dated August 2, 2018 incorporated herein as Appendix A.
3. Time of Performance. Work to commence September 2018 with a maximum 45-day window for completion
4. Payment. Contractor shall submit an invoice in the amount of \$49,700.00 for labor and \$44,980.00 for supplies totaling \$94,680.00 upon completion of installation.

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 of the year when the resources were prepared.

5. Termination or Suspension of Contract for Cause. If through any sufficient cause, the Customer or the County shall fail to fulfill or perform its duties and obligations under this Contract, or if either party shall violate or breach any of the provisions of this Contract, either party shall thereupon have the right to terminate or suspend this Contract, by giving written notice to the other party of such termination or suspension and specifying the effective date thereof. Such notice shall be given at least fifteen (15) calendar days before such effective date.

6. Termination for Convenience of County. The County shall have the right to discontinue the work of the Contractor and cancel this contract by written notice to the Contractor of such

termination and specifying the effective date of such termination. In the event of such termination or suspension of this Contract, the Contractor shall be entitled to just and equitable compensation for satisfactory work completed, for services performed and for reimbursable expenses necessarily incurred in the performance of this Contract up to and including the date of termination or suspension.

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

8. Non-Discrimination in Employment and Affirmative Action. The Customer shall take affirmative action to ensure that qualified applicants and employees are treated without regard to age, race, color, religion, sex, marital status, sexual orientation, national origin, disability, or Vietnam Era Veteran status. The Customer agrees to comply with all applicable Federal and State statutes, rules and regulations prohibiting discrimination in employment including but not limited to: Title VII of the Civil Rights Act of 1964, as amended; Massachusetts General Laws Chapter 1518§(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 to the County pursuant to this Contract shall be subcontracted or delegated in whole or in part to any other organization, association, individual, corporation, partnership or other such entity without being supervised by Mill City Construction or its designee.

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

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

12. 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.

13. 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.

14. 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.

15. 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.

16. Choice of Law. This Contract shall be construed under and governed by the laws of the Commonwealth of Massachusetts. The Contractor and the agents thereof, agree to bring any federal or state legal proceedings arising under this Contract, in which the County is a party, in a court of competent jurisdiction within the Commonwealth of Massachusetts. This paragraph shall not be construed to limit any rights a party may have to intervene in any action, wherever pending, in which the other is a party. All parties to this contract and covenant agree that any disputes be litigated in the District or Superior courts in Barnstable County.

17. 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.

18. 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.

19. 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.

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

21. Vendors shall submit invoices within 30 days of completing the work.

IN WITNESS WHEREOF, the County and Contractor have executed this Agreement this _____ day of _____ in the year two thousand and Eighteen.

FOR THE COUNTY:

BARNSTABLE COUNTY COMMISSIONERS:

Ron Beaty

Mary Pat Flynn

Leo Cakounes

FOR THE CONTRACTOR:

Stephen Traghella
Project Manager



Date

9/12/18

Appendix A follows as page 5



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
09/13/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Moses Brothers Insurance 855 Reservoir Avenue, Suite 1 Cranston, RI 02910 (Ph) 401-437-8200 : (Fax) 401-437-8202	CONTACT NAME: PHONE (A/C No. Ext.): _____ FAX (A/C No.): _____ E-MAIL ADDRESS: _____													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Hartford Fire Insurance Company</td> <td>19682</td> </tr> <tr> <td>INSURER B: Trumbull Insurance Company</td> <td>27120</td> </tr> <tr> <td>INSURER C: Hartford Casualty Insurance Company</td> <td>29424</td> </tr> <tr> <td>INSURER D: Twin City Fire Insurance Company</td> <td>29459</td> </tr> <tr> <td>INSURER E: Harleysville Worcester Insurance Co.</td> <td>26182</td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Hartford Fire Insurance Company	19682	INSURER B: Trumbull Insurance Company	27120	INSURER C: Hartford Casualty Insurance Company	29424	INSURER D: Twin City Fire Insurance Company	29459	INSURER E: Harleysville Worcester Insurance Co.	26182	INSURER F:
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INSURER F:														
INSURED Mill City Construction, Inc. 7 Old Great Road Lincoln, RI 02865 (Ph) 401-766-3100 (Fax) 401-769-8910														

COVERAGES **CERTIFICATE NUMBER: 12,508** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			02UEAAZ1800	10/01/2017	10/01/2018	EACH OCCURRENCE \$ 1,000,000	
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000	
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$ 10,000	
	GENL AGGREGATE LIMIT APPLIES PER:							PERSONAL & ADV INJURY \$ 2,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						GENERAL AGGREGATE \$ 2,000,000	
							PRODUCTS - COMP/OP AGG \$ 2,000,000	
B	AUTOMOBILE LIABILITY			02UEAAZ1800	10/01/2017	10/01/2018	COMBINED SINGLE LIMIT (Ea Accident) \$ 1,000,000	
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$	
	<input type="checkbox"/> ALL OWNED AUTOS		<input type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per accident) \$	
	<input checked="" type="checkbox"/> HIRED AUTOS		<input checked="" type="checkbox"/> NON-OWNED AUTOS				PROPERTY DAMAGE (Per accident) \$	
							\$	
C	<input checked="" type="checkbox"/> UMBRELLA LIAB			02RHAAZ0989	10/01/2017	10/01/2018	EACH OCCURRENCE \$ 10,000,000	
	<input type="checkbox"/> EXCESS LIAB						AGGREGATE \$ 10,000,000	
	<input type="checkbox"/> OCCUR						\$	
	<input type="checkbox"/> CLAIMS MADE						\$	
	<input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10,000						\$	
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			02WEAQI0404	10/01/2017	10/01/2018	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y/N	N/A				E.L. EACH ACCIDENT \$ 1,000,000	
							E.L. DISEASE - EA EMPLOYEE \$ 1,000,000	
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000	
E	Property			CP00000021049R	10/01/2017	10/01/2018	Limits as per schedule on file with company.	
	Inland Marine			CIM00000033388R	10/01/2017	10/01/2018		

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Re: East Wing of the Former House of Correction, Description of work: Roof Replacement
Barnstable County is listed as additional insured as required by contract on the above policies, except workers compensation, for work performed for them by the name insured.

CERTIFICATE HOLDER **CANCELLATION** Certificate ID 12,508

Barnstable County 3195 Main Street Barnstable, MA 02630	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

Bond No. 08BCSHW9294

Performance Bond

CONTRACTOR:

(Name, legal status and address)
MILL CITY CONSTRUCTION, INC.
Seven Old Great Road
Lincoln, RI 02865

SURETY:

(Name, legal status and principal place of business)
HARTFORD CASUALTY INSURANCE COMPANY
100 River Ridge Drive, Suite 106
Norwood, MA 02062 - - -

OWNER:

(Name, legal status and address)
Barnstable County

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

AIA Document A312-2010 combines two separate bonds, a Performance Bond and a Payment Bond, into one form. This is not a single combined Performance and Payment Bond.

CONSTRUCTION CONTRACT

Date: September 12, 2018

Amount: \$94,680.00

Description: Old Barnstable Jail - New Roof - Barnstable, MA
(Name and location)

BOND

Date: September 13, 2018

(Not earlier than Construction Contract Date)

Amount: \$47,340.00

Modifications to this Bond: None

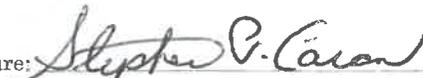
See Section 16

CONTRACTOR AS PRINCIPAL

Company: *(Corporate Seal)*
MILL CITY CONSTRUCTION, INC.

SURETY

Company: *(Corporate Seal)*
HARTFORD CASUALTY INSURANCE COMPANY

Signature: 
Name: Stephen P. Caron

and Title: Vice President

(Any additional signatures appear on the last page of this Performance Bond.)

Signature: 

Name: Denise A. Chiañese, Attorney-in-Fact

and Title:

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

STARKWEATHER & SHEPLEY INSURANCE BROKERAGE, INC.
60 Catamore Boulevard
East Providence, RI 02916

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

- .1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
- .2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
- .3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

- .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
- .2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

- .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- .2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
- .3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 14 Definitions

§ 14.1 **Balance of the Contract Price.** The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 **Construction Contract.** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 **Contractor Default.** Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 **Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 **Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 16 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

SURETY

Company:

(Corporate Seal)

Company:

(Corporate Seal)

Signature: _____

Name and Title:

Address

Signature: _____

Name and Title:

Address

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

Printed in cooperation with the American Institute of Architects (AIA).

The language in this document conforms exactly to the language used in AIA Document A312 - Performance Bond - 2010 Edition.

Payment Bond

Bond No. 08BCSHW9294

CONTRACTOR:

(Name, legal status and address)

MILL CITY CONSTRUCTION, INC.
Seven Old Great Road
Lincoln, RI 02865

SURETY:

(Name, legal status and principal place of business)

HARTFORD CASUALTY INSURANCE COMPANY
100 River Ridge Drive, Suite 106
Norwood, MA 02062

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

AIA Document A312-2010 combines two separate bonds, a Performance Bond and a Payment Bond, into one form. This is not a single combined Performance and Payment Bond.

OWNER:

(Name, legal status and address)

Barnstable County

CONSTRUCTION CONTRACT

Date: September 12, 2018

Amount: \$94,680.00

Description: Old Barnstable Jail - New Roof - Barnstable, MA
(Name and location)

BOND

Date: September 13, 2018

(Not earlier than Construction Contract Date)

Amount: \$47,340.00

Modifications to this Bond: None

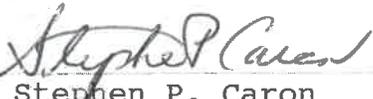
See Section 18

CONTRACTOR AS PRINCIPAL

Company: (Corporate Seal)
MILL CITY CONSTRUCTION, INC.

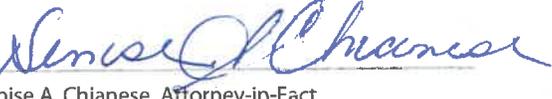
SURETY

Company: (Corporate Seal)
HARTFORD CASUALTY INSURANCE COMPANY

Signature: 

Name: Stephen P. Caron
and Title: Vice President

(Any additional signatures appear on the last page of this Payment Bond.)

Signature: 

Name: Denise A. Chianese, Attorney-in-Fact
and Title:

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or BROKER:

STARKWEATHER & SHEPLEY INSURANCE BROKERAGE, INC.
60 Catamore Boulevard
East Providence, RI 02916

OWNER'S REPRESENTATIVE:

(Architect, Engineer or other party:)

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

§ 5.1 Claimants, who do not have a direct contract with the Contractor,

- .1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
- .2 have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

§ 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

§ 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

§ 14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

§ 16 Definitions

§ 16.1 Claim. A written statement by the Claimant including at a minimum:

- .1 the name of the Claimant;
- .2 the name of the person for whom the labor was done, or materials or equipment furnished;
- .3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- .4 a brief description of the labor, materials or equipment furnished;
- .5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- .7 the total amount of previous payments received by the Claimant; and
- .8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

§ 16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

§ 16.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 16.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 18 Modifications to this bond are as follows:

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL

SURETY

Company:

(Corporate Seal)

Company:

(Corporate Seal)

Signature: _____
Name and Title:
Address

Signature: _____
Name and Title:
Address

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

POWER OF ATTORNEY

Direct Inquiries/Claims to:

THE HARTFORD
 BOND, T-12
 One Hartford Plaza
 Hartford, Connecticut 06155
Bond.Claims@thehartford.com
 call: 888-266-3488 or fax: 860-757-5835

Agency Name: STARKWEATHER & SHEPLEY INS BRK INC
 Agency Code: 08-089016

KNOW ALL PERSONS BY THESE PRESENTS THAT:

- Hartford Fire Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- Hartford Casualty Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- Hartford Accident and Indemnity Company**, a corporation duly organized under the laws of the State of Connecticut
- Hartford Underwriters Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- Twin City Fire Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of Illinois**, a corporation duly organized under the laws of the State of Illinois
- Hartford Insurance Company of the Midwest**, a corporation duly organized under the laws of the State of Indiana
- Hartford Insurance Company of the Southeast**, a corporation duly organized under the laws of the State of Florida

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, **up to the amount of Unlimited :**

David J. Byrne, III, Charles A. Byrne, Denise A. Chianese, Andrew Folopolulos of EAST PROVIDENCE, Rhode Island

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by , and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on May 6, 2015 the Companies have caused these presents to be signed by its Senior Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.



John Gray

John Gray, Assistant Secretary

M. Ross Fisher

M. Ross Fisher, Senior Vice President

STATE OF CONNECTICUT }
 COUNTY OF HARTFORD } ss. Hartford

On this 11th day of January, 2016, before me personally came M. Ross Fisher, to me known, who being by me duly sworn, did depose and say: that he resides in the County of Hartford, State of Connecticut; that he is the Senior Vice President of the Companies, the corporations described in and which executed the above instrument; that he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that he signed his name thereto by like authority.



CERTIFICATE

Nora M. Stranko
 Nora M. Stranko
 Notary Public
 My Commission Expires March 31, 2018

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of **September 13, 2018**
 Signed and sealed at the City of Hartford.



Kevin Heckman

Kevin Heckman, Assistant Vice President

COUNTY OF BARNSTABLE
PURCHASING
DEPARTMENT OF FINANCE

Elaine Davis
Chief Procurement Officer

SUPERIOR COURT HOUSE
P.O. BOX 427
BARNSTABLE, MASSACHUSETTS 02630

Phone: (508) 375-6637
Fax: (508) 362-4136
Email:
edavis@barnstablecounty.org

August 17, 2018

MEMORANDUM

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

Barnstable County issued a Request for Quotes for Roof Replacement at the East Wing of the Former House of Correction under the Chapter 149 as updated by the Municipal Relief Act. This law allows municipalities to request three quotes from vendors on a pre-approved vendor list. Three quotes were received from vendors on a list that was previously pre-approved by the Commissioners.

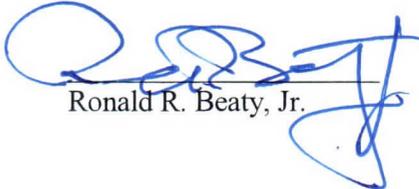
Coastal Custom Builders	\$235,526.00
Mill City Construction	\$94,680.00
Rowland Roofing and Cladding LLC	\$105,000.00

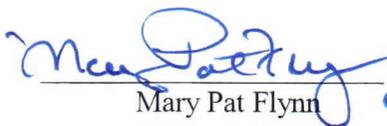
The law allows municipalities to award to a vendor as long as the labor is under \$50,000.00. Mill City Construction's cost is based on \$49,700.00 for labor and \$44,980.00 for supplies (total - \$94,680.00)

Please vote to award the contract to Mill City Construction as the responsive, responsible bidder offering the lowest price.

Thank you.

County Commissioners:


Ronald R. Beaty, Jr.


Mary Pat Flynn


Leo Cakounes

08/22/18
Date

COMMONWEALTH OF MASSACHUSETTS

BARNSTABLE, SS.

At the Superior Courthouse Building on the twenty-second day of August, A.D. 2018, *motion by Commissioner Beaty to authorize the award of a contract to Mill City Construction for Roof Replacement at the East Wing of the Former House of Corrections, for an amount not to exceed \$94,680.00, as presented, 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 **22**, 2018



Janice O'Connell
Barnstable County Regional Clerk

AGENDA ITEM 8h

Authorizing the execution of a contract with M.C.E Dirtworks, Inc. to provide road reconstruction for specific work in the Town of Harwich, for an amount per its proposal, for a period through March 31, 2019

AGREEMENT BETWEEN

Barnstable County
3195 Main Street
Barnstable, MA 02630

and

M.C.E Dirtworks, Inc.
3 Main St., Unit #5
Eastham, MA 02642

THIS AGREEMENT is made this _____ day of _____ 2018 by and between M.C.E. Dirtworks, Inc. (hereinafter referred to as Contractor), and Mary Pat Flynn, Ron Beaty and Leo Cakounes as they are the Commissioners of Barnstable County, but without any personal liability.

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

WHEREAS: Barnstable County issued an Invitation for Bids for Road Resurfacing Projects for towns in the County

WHEREAS: The Invitation for Bids was bid in compliance with MA General Law Chapter 30, 39M

WHEREAS: The vendor is the responsive, responsible bidder offering the second low bid for the Town of Harwich.

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

1. Employment of Contractor. The Vendor hereby agrees to perform the services hereinafter set forth in the Scope of Services. Contractor hereby agrees to hold the County and Town of Harwich 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 or Town of Harwich, including costs, benefits, and reasonable attorney fees in the event the Contractor files such claim.
2. Scope of Services. The contractor shall perform the scope of services set forth in the Barnstable County Invitation for Bids dated January 3, 2018 and the Contractor's proposal dated January 18, 2018, incorporated herein as Appendix A.
3. Time of Performance. Work in connection with this Agreement shall begin upon execution of contract and continue until March 31, 2019.
4. Payment. The Town of Harwich shall compensate the Contractor for services set forth in Barnstable County Invitation for Bids dated January 3, 2018 and the vendor's proposal dated January 18, 2018.

Upon acceptance of the Contractor's invoice, payment will be made within thirty (30) days. If an invoice is not accepted by the Town of Harwich within fifteen (15) days, it shall be returned to the Contractor with a written explanation for the rejection. At the end of each Town fiscal year Contractor must submit any outstanding invoices for services performed or delivered during the fiscal year (July 1-June 30) to the Town of Harwich no later than July 31st of the year when the resources were prepared.

5. Termination or Suspension of Contract for Cause. If through any sufficient cause, the Customer or the Town of Harwich 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 Town of Harwich or County. The County or Town of Harwich shall have the right to discontinue the work of the Contractor and cancel this contract by written notice to the Contractor of such termination and specifying the effective date of such termination. In the event of such termination or suspension of this Contract, the Contractor shall be entitled to just and equitable compensation for satisfactory work completed, for services performed and for reimbursable expenses necessarily incurred in the performance of this Contract up to and including the date of termination or suspension.

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

8. Non-Discrimination in Employment and Affirmative Action. The Customer shall take affirmative action to ensure that qualified applicants and employees are treated without regard to age, race, color, religion, sex, marital status, sexual orientation, national origin, disability, or Vietnam Era Veteran status. The Customer agrees to comply with all applicable Federal and State statutes, rules and regulations prohibiting discrimination in employment including but not limited to: Title VII of the Civil Rights Act of 1964, as amended; Massachusetts General Laws Chapter 1518§(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 to the Town of Harwich 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 Town of Harwich. No subcontract or delegation shall relieve or discharge the Customer from any obligation or liability under this Contract except as specifically set forth in the instrument of approval. If this Contract is funded in whole or in part with federal funds, Contractor further agrees to comply with the provisions of the Office of Management and Budget Circular A-110, as amended, with respect to taking affirmative steps to utilize the services of small and minority firms, women's business enterprises and labor surplus area firms. All subcontracts shall be in writing and shall contain provisions which are functionally identical to, and consistent with, the provisions of this Contract. The Town of Harwich and the County shall have the right to obtain a copy of the subcontract upon request.

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

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

12. Assignability. The Contractor shall not assign any interest in this Contract and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the Town of Harwich or County thereto; provided, however that claims for money due or to become due the Contractor from the Town of Harwich 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 Town of Harwich.

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 Town of Harwich 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 Town of Harwich 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 Town of Harwich.

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 and Town of Harwich 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 or Town of Harwich are a party, in a court of competent jurisdiction within the Commonwealth of Massachusetts. This paragraph shall not be construed to limit any rights a party may have to intervene in any action, wherever pending, in which the other is a party. All parties to this contract and covenant agree that any disputes be litigated in the District or Superior courts in Barnstable County.

19. Force Majeure. Neither party shall be liable to the other nor be deemed to be in breach of this Contract for failure or delay in rendering performance arising out of causes factually beyond its control and without its fault or negligence. Such causes may include, but are not limited to: acts of God or the public enemy, wars, fires, floods, epidemics, strikes, or unusually severe weather. Dates or times of performance shall be extended to the extent of delays excused by this section, provided that the party whose performance is affected notifies the other promptly of the existence and nature of such delay.

20. Compliance with Laws. The Contractor shall promptly comply with all applicable laws, rules, regulations, ordinances, orders and requirements of the Commonwealth and any state or federal governmental authority relating to the delivery of the services described in this Contract subject to section 18 above. Unless otherwise provided by law, the Contractor shall promptly pay all fines, penalties and damages that may arise out of or are imposed because of the Contractor's failure to comply with the provisions of this section and, shall indemnify the County or Town of Harwich 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 or Town of Harwich must comply with the audit requirements outlined in the Office of Management and Budget OMB Circular A-133.

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

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

23. Vendors shall submit invoices within 60 days of completing the work.

IN WITNESS WHEREOF, the County and Contractor have executed this Agreement this _____ day of _____ in the year two thousand and Seventeen.

FOR THE COUNTY:

BARNSTABLE COUNTY COMMISSIONERS:

Leo Cakounes

Mary Pat Flynn

Ron Beaty

Date

FOR THE CONTRACTOR:

Date

AGENDA ITEM 8i

Authorizing the renewal of an agreement with Grouper Design, to provide Marketing Services for the Department of Human Services Regional Substance Abuse Council, executed October 12, 2016, for a variable hourly rate per its price proposal, for a period from execution through October 11, 2019

COUNTY OF BARNSTABLE

PURCHASING

DEPARTMENT OF FINANCE

SUPERIOR COURT HOUSE

P.O. BOX 427

BARNSTABLE, MASSACHUSETTS 02630

Phone: (508) 375-6637

Fax: (508) 362-4136

Email:

edavis@barnstablecounty.org

Elaine Davis
Chief Procurement Officer

September 13, 2018

MEMORANDUM

TO: County Commissioners

FROM: Elaine Davis, Chief Procurement Officer

RE: Contract Renewal

The County issued a Request for Proposals for Marketing Services for the Department of Human Services Regional Substance Abuse Council in August 2015. The contract was awarded to Grouper Design for term of one year from execution of the contract with two one-year options to renew.

Please vote to renew the contract with Grouper Design for one additional year under the same terms and conditions of the original bid. The term of the contract will be September 20, 2018 through October 11, 2019. (term incorrectly indicated on previous renewal).

Thank you.

County Commissioners:

Ronald R. Beaty, Jr.

Mary Pat Flynn

Leo Cakounes

Date

COUNTY OF BARNSTABLE
PURCHASING
DEPARTMENT OF FINANCE
SUPERIOR COURT HOUSE
P.O. BOX 427
BARNSTABLE, MASSACHUSETTS 02630

Elaine Davis
Chief Procurement Officer

Phone: (508) 375-6637
Fax: (508) 362-4136
Email:
edavis@barnstablecounty.org

September 1, 2017

MEMORANDUM

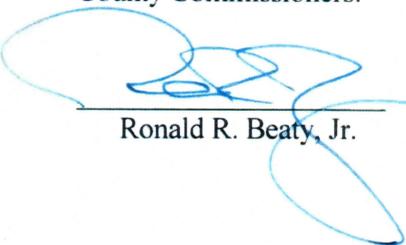
TO: County Commissioners
FROM: Elaine Davis, Chief Procurement Officer
RE: Contract Renewal

Barnstable County issued a Request for Proposals for a Marketing Services for the Department of Human Services – Regional Substance Council. The contract was awarded to Grouper Design as the responsive, responsible bidder offering the most advantageous proposal.

The term of the contract was for one-year from the execution of the contract with the option to renew for two additional one year periods. Please vote to renew the contract with Grouper Design for one additional year. The term of the renewal will be September 21, 2017 through September 20, 2018.

Thank you.

County Commissioners:



Ronald R. Beaty, Jr.



Leo G. Cakounes



Mary Pat Flynn

09/13/17

Date

COUNTY OF BARNSTABLE

PURCHASING

DEPARTMENT OF FINANCE

SUPERIOR COURT HOUSE

P.O. BOX 427

BARNSTABLE, MASSACHUSETTS 02630

Phone: (508) 375-6637

Fax: (508) 362-4136

Email:

edavis@barnstablecounty.org

Elaine Davis
Chief Procurement Officer

September 14, 2016

MEMORANDUM

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

Barnstable County issued an Request for Proposals for Marketing Services for the Department of Human Services – Regional Substance Abuse Council. One proposal was received from Grouper Design. The Evaluation Committee reviewed the proposal and determined that it was advantageous.

Please award the contract to Grouper Design, as the responsive, responsible bidder offering the most advantageous proposal at the following costs:

Services at \$110 per hour:

- Strategic Marketing Consultant
- Social Media Management
- Art Direction
- Client Strategic Meeting
- Graphic Design
- Photo Manipulation
- Digital Photography

Services at \$95/hour

- Page Layout
- File Manipulation
- Project Management
- Client Support Services
- Logo CD Creation
- Final File Preparation/Submitting Files

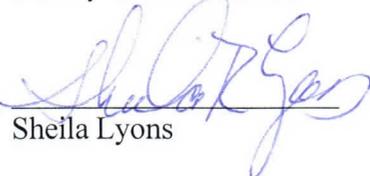
Services at \$75/hour – Copywriting

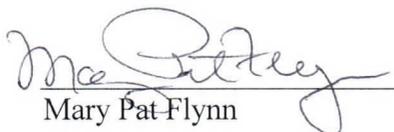
Services at \$60/hour – Travel

The term of the contract will be one year from execution of the contract with two one year options to renew.

Thank you.

County Commissioners:


Sheila Lyons


Mary Pat Flynn


Leo Cakounes

9/21/16
Date

AGREEMENT BETWEEN

Barnstable County
3225 Main Street
Barnstable, MA 02630

and

Grouper Design
939 Main Street
Suite F2
Yarmouthport, MA 02675

THIS AGREEMENT, made this _____ day of _____ 2016 by and between Grouper Design (hereinafter referred to as Contractor), and Mary Pat Flynn, Sheila Lyons and Leo Cakounes as they are the Commissioners of Barnstable County, but without any personal liability.

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

WHEREAS: Barnstable County issued a Request for Proposals for a Marketing Services for the Department of Human Services – Regional Substance Abuse Council.

WHEREAS: The Request for Proposals was bid in compliance with MA General Law Chapter 30B.

WHEREAS: The vendor submitted the most advantageous proposal taking into consideration quality and price.

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 the County harmless from any claims regarding worker's compensation benefits, unemployment compensation benefits, retirement benefits, or any other benefit normally attributable to the status of "employee" and Contractor specifically agrees to pay for all damages incurred by the County, including costs, benefits, and reasonable attorney fees in the event the Contractor files such claim.
2. Scope of Services. The Contractor shall perform the scope of services as set forth in Barnstable County's Request for Proposals for Marketing Services dated August 22, 2016 and the Contractor's proposal dated September 7, 2016, incorporated herein by reference as Attachment A.
3. Time of Performance. Work in connection with the Agreement shall begin upon date of execution of this Agreement and continue until one year from that date, with the option to renew for two additional one year terms solely at the discretion of the County Commissioners.
4. Payment. The County shall compensate the Contractor for services as per the price proposal submitted with their response:

Services at \$110. per hour:
Strategic Marketing Consultant
Social Media Management
Art Direction
Client Strategic Meeting
Graphic Design
Photo Manipulation
Digital Photography

Services at \$95 per hour
Page Layout
File Manipulation
Project Management
Client Support Services
Logo CD Creation
Final File Preparation/Submitting File

Services at \$75 per hour - Copywriting
Services at \$60 per hour -Travel

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 of the year when the resources were prepared.

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.

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 1518§(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 financially interested or has any personal or pecuniary interest, direct or indirect, in this Contract or the proceeds thereof.

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

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

13. Recordkeeping, Audit, and Inspection of Records. The Contractor shall maintain books, records, and other compilations of data pertaining to the requirements of the Contract to the extent and in such detail as shall properly substantiate claims for payment under the Contract. All such records shall be kept for a period of seven (7) years or for such longer period as is specified herein. All retention periods start on the first day after final payment under this Contract. If any litigation, claim, negotiation, audit or other action involving the records is commenced prior to the expiration of the applicable retention period, all records shall be retained until completion of the action and resolution of all issues resulting therefrom, or until the end of the applicable retention period, whichever is later. If this contract is funded in whole or in part with state or federal funds, the state or federal grantor agency, the County or any of its duly authorized representatives or designees, shall have the right at reasonable times and upon reasonable notice, to examine and copy, at reasonable expense, the books, records and other compilations of data of the Contractor which pertain to the provisions and requirements of this Contract. Such access shall include on-site audits, review and copying of records.

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

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

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

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

18. Choice of Law. This Contract shall be construed under and governed by the laws of the Commonwealth of Massachusetts. The Contractor and the agents thereof, agree to bring any federal or state legal proceedings arising under this Contract, in which the County is a party, in a court of competent jurisdiction within the Commonwealth of Massachusetts. This paragraph shall not be construed to limit any rights a party may have to intervene in any action, wherever pending, in which the other is a party. All parties to this contract and covenant agree that any disputes be litigated in the District of Superior courts in Barnstable County.

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

severe weather. Dates or times of performance shall be extended to the extent of delays excused by this section, provided that the party whose performance is affected notifies the other promptly of the existence and nature of such delay.

20. **Compliance with Laws.** The Contractor shall promptly comply with all applicable laws, rules, regulations, ordinances, orders and requirements of the Commonwealth and any state or federal governmental authority relating to the delivery of the services described in this Contract subject to section

18 above. Unless otherwise provided by law, the Contractor shall promptly pay all fines, penalties and damages that may arise out of or are imposed because of the Contractor's failure to comply with the provisions of this section and, shall indemnify the County against any liability incurred as a result of a violation of this section. If the Contractor receives federal funds pursuant to this Contract, Contractor understands and agrees to comply with all federal requirements including but not limited to audit requirements. Not-for-Profit entities that receive federal funds from the County must comply with the audit requirements outlined in the Office of Management and Budget OMB Circular A-133.

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

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

AGENDA ITEM 8j

Authorizing the discharge of a HOME Program mortgage by Christopher W. Carlino to Barnstable County, acting by and through the Cape Cod Commission, dated December 22, 2010

DISCHARGE OF MORTGAGE

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

By **Christopher W. Carlino**

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

dated **December 22, 2010**

recorded with the **Barnstable County Registry of Deeds Book 25116 Page 320**

acknowledges satisfaction of the same.

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

BARNSTABLE COUNTY,

As County Commissioners

COMMONWEALTH OF MASSACHUSETTS

Barnstable, ss.

On this _____ day of September 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 8k

Authorizing the subordination of a HOME Program mortgage held by Barnstable County on real estate owned by Sean L. and Michaelle M. O'Brien in the Town of Sandwich

SUBORDINATION OF MORTGAGE

WHEREAS, Sean L. and Michaelle M. OBrion, the owner of certain real estate located at 47 Blackthorn Path, Forestdale, MA, Barnstable County, Massachusetts and

WHEREAS, Barnstable County is the holder of a mortgage on said premises which mortgage is dated and registered in **Barnstable County Land Court Document #1,266,579** in the original, amount of **\$10,000** and

WHEREAS, Sean L. and Michaelle M. OBrion has received commitment for mortgage financing from **MERS/United Wholesale Mortgage** in the amount of **\$298,000.00**

NOW THEREFORE, in consideration of making of said mortgage loan in the amount of **\$298,000 MERS/United Wholesale Mortgage** and the sum of One (\$1.00) Dollar, the receipt of which is hereby acknowledged, and in order to avoid the inconvenience and expense of releasing and renewing the outstanding mortgage, the undersigned do hereby consent to the execution of the new first mortgage to **MERS/United Wholesale Mortgage** and do hereby, for value received, waive any and all priority of lien or right under or by virtue of the mortgage in **Barnstable County Registry of Deeds, Land Court Document #1,266,579** and do hereby covenant, agree and declare that said mortgage registered in **Barnstable County Registry of Deeds, Land Court Document #1,266,579** shall be in all respects subject to and subordinate to the new mortgage for **\$298,000.00** which is registered herewith at the Barnstable County Registry of Deeds.

IN WITNESS WHEREOF, Barnstable County has caused its corporate seal to be hereto affixed and these presents to be signed, acknowledged and delivered in its name and behalf by Leo Cakounes, Ron Beaty, and Mary Pat Flynn, hereto duly authorized, this 26th day of September, 2018. The execution of these presents by two Commissioners constitutes a quorum of the Barnstable County Commissioners.

ITS: Barnstable County
Commissioners

COMMONWEALTH OF MASSACHUSETTS

BARNSTABLE, ss.

September 26, 2018

On this 26th day of September, 2018, before me, the undersigned notary public,
personally
appeared _____

_____, proved to me through satisfactory evidence of
identification, which was _____, to be the person
whose name is signed on the preceding or attached document, and acknowledged to me
that he/she signed it voluntarily for its stated purpose

Notary Public
My Commission Expires:

COUNTY OF BARNSTABLE
PURCHASING
DEPARTMENT OF FINANCE
SUPERIOR COURT HOUSE
P.O. BOX 427
BARNSTABLE, MASSACHUSETTS 02630

Elaine Davis
Chief Procurement Officer

Phone: (508) 375-6637
Fax: (508) 362-4136
Email:
edavis@barnstablecounty.org

September 7, 2019

MEMORANDUM

TO: County Commissioners
FROM: Elaine Davis, Chief Procurement Officer
RE: Cancel Bid

Barnstable County awarded a bid and executed a contract with Rochester Bituminous Products as the low bidder in a bid for Roadway Resurfacing for Towns in Barnstable County. There have been many issues with the work the vendor has done in the Towns of Sandwich and Orleans, including serious issues with equipment, poor quality product, substandard workmanship. The work in the Town of Sandwich has yet to be completed. See attached documentation.

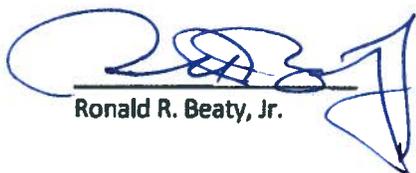
The Town of Harwich has requested that we cancel the contract with Rochester Bituminous Products on their behalf based on the attached documentation.

Section 5 of the contract states: Termination or Suspension of Contract for Cause. If through any sufficient cause, the Customer or the Town 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.

Please vote to exercise Section 5 of the contract and terminate the contract with Rochester Bituminous Products on behalf of the Town of Harwich only and award the contract to the next responsive, responsible bidder MCE Dirtworks.

Thank you.

County Commissioners:


Ronald R. Beaty, Jr.


Mary Pat Flynn


Leo Cakounes

09/12/19
Date

AGENDA ITEM 81

Authorizing the execution of Certificates for Dissolving Septic Betterments



**BARNSTABLE COUNTY
COMMUNITY SEPTIC MANAGEMENT
LOAN PROGRAM**

3195 MAIN STREET/ P.O.BOX 427
BARNSTABLE, MASSACHUSETTS 02630



Kendall Ayers
Program Administrator

Phone: (508) 375-6610
Fax: (508) 375-6854
www.barnstablecountysepticloan.org

MEMORANDUM

DATE: September 18, 2018
TO: County Commissioners
FROM: Community Septic Management Loan Program
SUBJECT: Certificates for Dissolving Septic Betterments

Please execute Certificates for Dissolving Septic Betterments certifying that the betterment assessments upon parcels of real estate in Notices of Betterment Assessment recorded as:

- Book 4605, Page 225 (See also Barn. Probate Doc. No. BA09P1057EA; Book 7815, Page 313; Book 14874, Page 17; Book 23150, Page 249; Barnstable County Registry of Deeds and;
- Document No. 805345, Certificate of Title Number 158317, Lot 66, Plan 32986-B, Sh 6 and; Document No. 437059; Certificate of Title Number 111778, Lot 171, Plan 6139-Q, Sh 2; Registry District of the Land Court;

and stating that betterments were to be assessed pursuant to betterment agreements for septic improvements, in accordance with General Laws, Chapter 111, Section 127B ½ have together with any interest and costs thereon, been paid or legally abated.

Approved:

Board of Regional Commissioners

Leo G. Cakounes, Chair

Ronald R. Beaty, Vice-Chair

Mary Pat Flynn, Commissioner

Date