

AGENDA PACKET

02/13/19 REGULAR MEETING



BARNSTABLE COUNTY

THE REGIONAL GOVERNMENT OF CAPE COD

COMMISSIONERS
RONALD R. BEATY, Barnstable
RONALD BERGSTROM, Chatham
MARY PAT FLYNN, Falmouth

Board of Regional Commissioners

REGULAR MEETING AGENDA



DATE: February 13, 2019

TIME: 10:00 A.M.

PLACE: Commissioners' Meeting Room
Superior Courthouse
3195 Main Street, Barnstable, MA 02630

1. Call to Order
2. Pledge of Allegiance
3. Moment of Silence
4. Public Comment
5. Approval of Minutes
 - a. Regular Meeting of January 30, 2019
 - b. Regular Meeting of February 6, 2019
6. General Business
 - a. Ordinance 19-02, authorizing the County of Barnstable to execute a ground lease between Barnstable County and the Cape Cod Organic Farm Inc. for the parcels and improvements known as the Barnstable County Farm, located at 3675 Main Street in the Town of Barnstable, Massachusetts
 - b. Proposed Ordinance 19-__, making appropriations for Barnstable County's operating budget for the Fiscal Year 2020, including the operations of the County Assembly, Executive branch, County agencies, boards, commissions, departments and institutions and the maintenance of certain County functions; for interest, reserve funds and serial bond requirements of the County

- c. Proposed Ordinance 19-___, making appropriations for Barnstable County's Dredge Enterprise Fund budget for the Fiscal Year 2020, including operations and maintenance of capital equipment; for interest, reserve funds, and serial bond requirements of the County
- d. Proposed Ordinance 19-___, making appropriations for the Cape Cod Commission operating budget for the Fiscal Year 2020, for operations and capital requirements and for reserve funds

Note: For all items under General Business, the Board may take official action including votes

7. New Business – Other business not reasonably anticipated by the Chair

8. Commissioners' Actions

- a. Authorizing the creation of a new fund for an agreement, through the County Department of Health and the Environment, to provide technical assistance for tasks funded by a Southeast New England Estuaries Program Watershed Grant received by the Pleasant Bay Alliance, for an amount not to exceed \$26,410.00, for a period through March 30, 2021
- b. Authorizing the execution of an amendment to a cooperative agreement with the Town of Chatham to do and perform all dredge related work for Fox Hill Channel for an amount not to exceed \$130,000.00, raising the maximum agreement amount to \$189,501.00
- c. Authorizing the execution of a cooperative agreement with the Town of Mashpee to do and perform all dredge related work up to a maximum contract amount of \$65,000.00
- d. Authorizing the execution of Certificates for Dissolving Septic Betterments

9. Commissioners' Reports

10. County Administrator and Staff Reports

11. Adjournment

Reasonable accommodations for people with disabilities are available upon request. Please contact Justyna Marczak, Barnstable County ADA Coordinator at jmarczak@barnstablecounty.org or call 508-375-6646 at least 24 hours in advance of the meeting. The County Commissioners' meeting may be viewed in real time at <https://www.youtube.com/user/BarnstableCounty>, <https://www.barnstablecounty.org/>



DOCUMENT LIST

Agenda Item 5a:

- Draft Minutes of the Board of Commissioners' Regular Meeting of January 30, 2019

Agenda Item 6a:

- Ordinance 19-02, authorizing the County of Barnstable to execute a ground lease between Barnstable County and the Cape Cod Organic Farm Inc. for the parcels and improvements known as the Barnstable County Farm, located at 3675 Main Street in the Town of Barnstable, Massachusetts

Agenda Item 6b

- Proposed Ordinance 19-__, making appropriations for Barnstable County's operating budget for the Fiscal Year 2020, including the operations of the County Assembly, Executive branch, County agencies, boards, commissions, departments and institutions and the maintenance of certain County functions; for interest, reserve funds and serial bond requirements of the County

Agenda Item 6c:

- Proposed Ordinance 19-__, making appropriations for Barnstable County's Dredge Enterprise Fund budget for the Fiscal Year 2020, including operations and maintenance of capital equipment; for interest, reserve funds, and serial bond requirements of the County
- Fiscal Year 2020 Enterprise Dredge Services Personnel Schedule
- Fiscal Year 2020 Enterprise Dredge Services Level 2 Budget

Agenda Item 6d:

- Proposed Ordinance 19-__, making appropriations for the Cape Cod Commission operating budget for the Fiscal Year 2020, for operations and capital requirements and for reserve funds

Agenda Item 8a:

- Memorandum dated February 12, 2019 to the County Commissioners from Owen Fletcher, Executive Assistant, regarding a New Fund Request for an agreement with the Town of Chatham

- Agreement with the Town of Chatham, through the County Department of Health and the Environment, to provide technical assistance for tasks funded by a Southeast New England Estuaries Program Watershed Grant received by the Pleasant Bay Alliance, for an amount not to exceed \$26,410.00, for a period through March 30, 2021

Agenda Item 8b:

- Authorizing the execution of an amendment to a cooperative agreement with the Town of Chatham to do and perform all dredge related work for Fox Hill Channel for an amount not to exceed \$130,000.00, raising the maximum agreement amount to \$189,501.00

Agenda Item 8c:

- Authorizing the execution of a cooperative agreement with the Town of Mashpee to do and perform all dredge related work up to a maximum contract amount of \$65,000.00

Agenda Item 8d:

- List of Appointees to Barnstable County Coastal Management Committee

Agenda Item 8c:

- Amendment to a cooperative agreement with the Town of Chatham to do and perform all dredge related work for Fox Hill Channel for an amount not to exceed \$130,000.00, raising the maximum agreement amount to \$189,501.00

Agenda Item 8d:

- No documents

AGENDA ITEM 5a

Approval of Minutes: Regular Meeting of January 30, 2019

AGENDA ITEM 5b

Approval of Minutes: Regular Meeting of February 6, 2019, 2019

AGENDA ITEM 6a

Ordinance 19-02, authorizing the County of Barnstable to execute a ground lease between Barnstable County and the Cape Cod Organic Farm Inc. for the parcels and improvements known as the Barnstable County Farm, located at 3675 Main Street in the Town of Barnstable, Massachusetts

BARNSTABLE COUNTY

In the Year Two Thousand Nineteen

Proposed Ordinance 19-01

To authorize the County of Barnstable to execute a ground lease between Barnstable County and the Cape Cod Organic Farm Inc. for the parcels and improvements known as the Barnstable County Farm, located at 3675 Main Street in the Town of Barnstable, Massachusetts.

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

Section 1. Source of Authority and General Purposes

In accordance with Article II, Section 2-8, (d) (vii) of the Barnstable County Home Rule Charter, Barnstable County hereby enters into a ground lease with the Cape Cod Organic Farm Inc. for the parcels and improvements known as the Barnstable County Farm, located at 3675 Main Street in the Town of Barnstable, Massachusetts.

Section 2. Effective Date

The Ground Lease Ordinance shall take effect upon passage of the ordinance by the Barnstable County Assembly of Delegates and execution by the Barnstable County Commissioners, and Cape Cod Organic Farm Inc.

Section 3. Ground Lease Table of Contents

- ARTICLE I – INITIAL
- ARTICLE II – EXTENSION OF INITIAL TERM
- ARTICLE III – ANNUAL LEASE PAYMENT
- ARTICLE IV – IMPROVEMENTS TO FARM
- ARTICLE V – RESPONSIBILITIES OF COUNTY
- ARTICLE VI – INSURANCE RESPONSIBILITIES OF CCOF
- ARTICLE VII – SUBLETTING
- ARTICLE VIII – EVENT OF DEFAULT
- ARTICLE IX – TERMINATION
- ARTICLE X – GOVERNING JURISDICTION
- EXHIBITS ANNEXED
 - A) PARCELS LEASED
 - B) PRICE PER PARCEL
 - C) PARCEL MAP
 - D) SAMPLE MEMORANDUM OF UNDERSTANDING
- DISCLOSURE STATEMENT

LEASE AGREEMENT

BY AND BETWEEN

BARNSTABLE COUNTY AND THE CAPE COD ORGANIC FARM, INC.

WHEREAS, the Barnstable County, acting through its County Commissioners (hereinafter the "County") is the owner of the property known as the County Farm which is located at 3675 Main Street (Route 6A) Barnstable, MA 02630 (hereinafter the "Farm");

WHEREAS, the Cape Cod Organic Farm, Inc. is a duly established Massachusetts Corporation, with a business office located at 3675 Main Street, Barnstable, MA 02630 (hereinafter the "CCOF");

WHEREAS, the Farm contains approximately 97 acres, a portion of that containing the land and buildings with improvements thereon as more fully described on Attachment A and made part of this Agreement;

WHEREAS, the CCOF is the current lessee of the Farm pursuant to an initial three (3) Lease Agreement between the County and the CCOF dated February 25, 2009, as subsequently extended, (hereinafter the "Initial Lease") which terminates on February 24, 2019;

WHEREAS, during the term of the Initial Lease the CCOF has made certain improvements, estimated by CCOF in excess of \$250,000.00, with the approval of the County, to the Farm as more fully described to Attachment B (hereinafter the "Improvements");

WHEREAS, the County issued a Request for Proposals dated August 1, 2018 (hereinafter the "RFP") for the leasing of the Farm upon the termination of the Initial Lease;

WHEREAS, the CCOF submitted a written response to the RFP as more fully described on Attachment C and made a part of this Agreement;

WHEREAS; the County and the CCOF intend to and in fact do enter into this Agreement to be effective on or before the mutual termination of the Initial Lease or February 24, 2019 whichever occurs first;

NOW THEREFORE, the County agrees to lease the Farm with the Improvements thereon to the CCOF upon the following terms and conditions:

ARTICLE I
INITIAL TERM OF LEASE

The initial term of this agreement shall be for three (3) years effective upon the execution of this agreement.

ARTICLE II
EXTENSION OF INITIAL TERM

This agreement shall be renewed for two additional terms of three (3) years each subject to the CCOF being in full compliance with the terms and conditions set forth herein and at the discretion of the

County. However, the parties agree that the unique investment required in farming, capital investment and equipment purchases, seasonal seed planting as well as the customary operations of farming requires that in the event that the County intends to exercise its option to terminate this lease prior to the renewal date that the County will act affirmatively to provide CCOF with written notice not less than 18 months prior to the next consequential renewal date or the option to extend shall prevail. Time of Notice is of the Essence of this Agreement.

ARTICLE III ANNUAL LEASE PAYMENT

The CCOF shall pay the County an annual amount of \$ 625,000 commencing on the date of execution of this agreement any every year thereafter on the same month and day.

ARTICLE IV IMPROVEMENTS TO FARM

The CCOF shall have exclusive rights to use and occupy the Farm and the Improvements thereon during the term of this agreement and shall use its best efforts to maintain said Improvements. Upon termination of this agreement all Improvements shall remain the property of the County.

The CCOF may make additional improvements, at its expense, to the Farm, subject to the written approval of the County, and have exclusive rights to occupy and use as provided for above.

ARTICLE V RESPONSIBILITIES OF COUNTY

(1) ACCESS ROAD: The County shall be responsible for maintaining the access road to the Farm from Route 6A to the Extension Office as shown on Attachment D and made a part hereof. To facilitate the process of emergency repairs the County shall deliver gravel as needed to be stored on site.

(2) PROPERTY INSURANCE: The County shall be responsible for maintaining insurance on the buildings and structures (the "Improvements") on the Farm.

ARTICLE VI INSURANCE RESPONSIBILITIES OF CCOF

(1) WORKER'S COMPENSATION: The CCOF shall maintain all necessary Worker's Compensation Insurance on the amounts required by the Commonwealth of Massachusetts.

(2) UMBRELLA LIABILITY INSURANCE: The CCOF shall maintain an Umbrella Liability Insurance Policy at a minimum of \$2 million.

ARTICLE VII SUBLETTING

The CCOF shall not be permitted to sublet any portion of or land and buildings subject to this lease of the Farm without the prior written approval of the County.

ARTICLE VIII
EVENT OF DEFAULT

If either party is alleged by the other to be in default of the terms and conditions of this agreement the non-defaulting party shall give a written Notice of Default with the reasons of said alleged default to the other party who shall have the following Options:

(a) If the party receiving a Notice of Default does not dispute the reasons given he shall have thirty (30) days to cure the same. Failure to so cure will result in a termination of this agreement.

(b) If the party receiving a Notice of Default disputes the reasons given for the default he shall give the other party a written notice within 30 days from the date of having received said Notice of Default providing the reasons why he disputes the same. In such event the parties shall make every reasonable effort to reach a resolution to said dispute. If the parties are unable to resolve the dispute they shall do so by way on professional mediation. The parties shall select an independent Mediator and shall share equally the cost of the same. The decision by the Mediator shall be final.

ARTICLE IX
TERMINATION

Upon termination of this agreement pursuant to Articles II and or Article VIII (a) the CCOF shall vacate the Farm promptly and all Improvements made thereon shall be retained by the County as part of the Farm.

ARTICLE X
GOVERNING JURISDICTION

This agreement shall be governed pursuant to the laws, rules and regulations of the Commonwealth of Massachusetts.

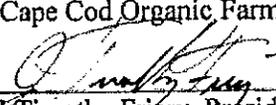
IN WITNESS WHEREOF. The parties hereto set their hands and seals:

The Barnstable County By its Board of Regional Commissioners:

Dated: _____

By: _____

The Cape Cod Organic Farm, Inc.:


By: J. Timothy Friary, President

Dated: January 7, 2019

EXHIBITS ANNEXED

- A) Parcels leased
- B) Price per parcel
- C) Parcel Map
- D) Sample MOU

Parcels Leased

Section A

F1 - Field #1 - 0.85 Acres

Section B

F2 - Field #2 - 3.4 Acres

Section C

F3 - Field 3 - 2.75 Acres

Section D

F5 - Field #5 - 0.33 Acres

Section E

G1 - Greenhouse #1

G2 - Greenhouse #2

G3 - Greenhouse #3

G4 - Greenhouse #4

Section F

B1 - Storage Building

B2 - Office

B3 - Farm Stand

B4 - Shade Structure

Section G

B14 - Poultry #2

Section H

B15 - Poultry #3

Section I

F8 - 9 Acres

**ATTACHMENT B
Cost Proposal**

The County shall award the contract to the responsive, responsible proposer(s) offering the most advantageous proposal, taking into consideration price and all other evaluation criteria set forth in this solicitation. Multiple contracts may be awarded. Proposers are to submit a cost proposal and technical proposal for each Sections they are bidding on.

LOCATION	RENTAL PRICE PER YEAR
Section A F1 - Field #1 - 0.85 Acres	\$100
Section B F2 - Field #2 - 3.4 Acres	\$100
Section C F3 - Field 3 - 2.75 Acres	\$100
Section D F5 - Field #5 - 0.33 Acres	\$25
Section E G1 - Greenhouse #1 G2 - Greenhouse #2 G3 - Greenhouse #3 G4 - Greenhouse #4	\$100
Section F B1 - Storage Building B2 - Office B3 - Farm Stand B4 - Shade Structure	\$100
Section G B14 - Poultry #2	
Section H B15 - Poultry #3	
Section I F8 - 9 Acres	\$100
	TOTAL \$625.00

Company Name CAPE Cod ORGANIC FARM Date Sept 3, 18
Address: Box 93 Braintree

Telephone Number _____ Fax: _____

Email Address: info@capcodorganicfarm.org

Signature [Signature] Title owner/operator

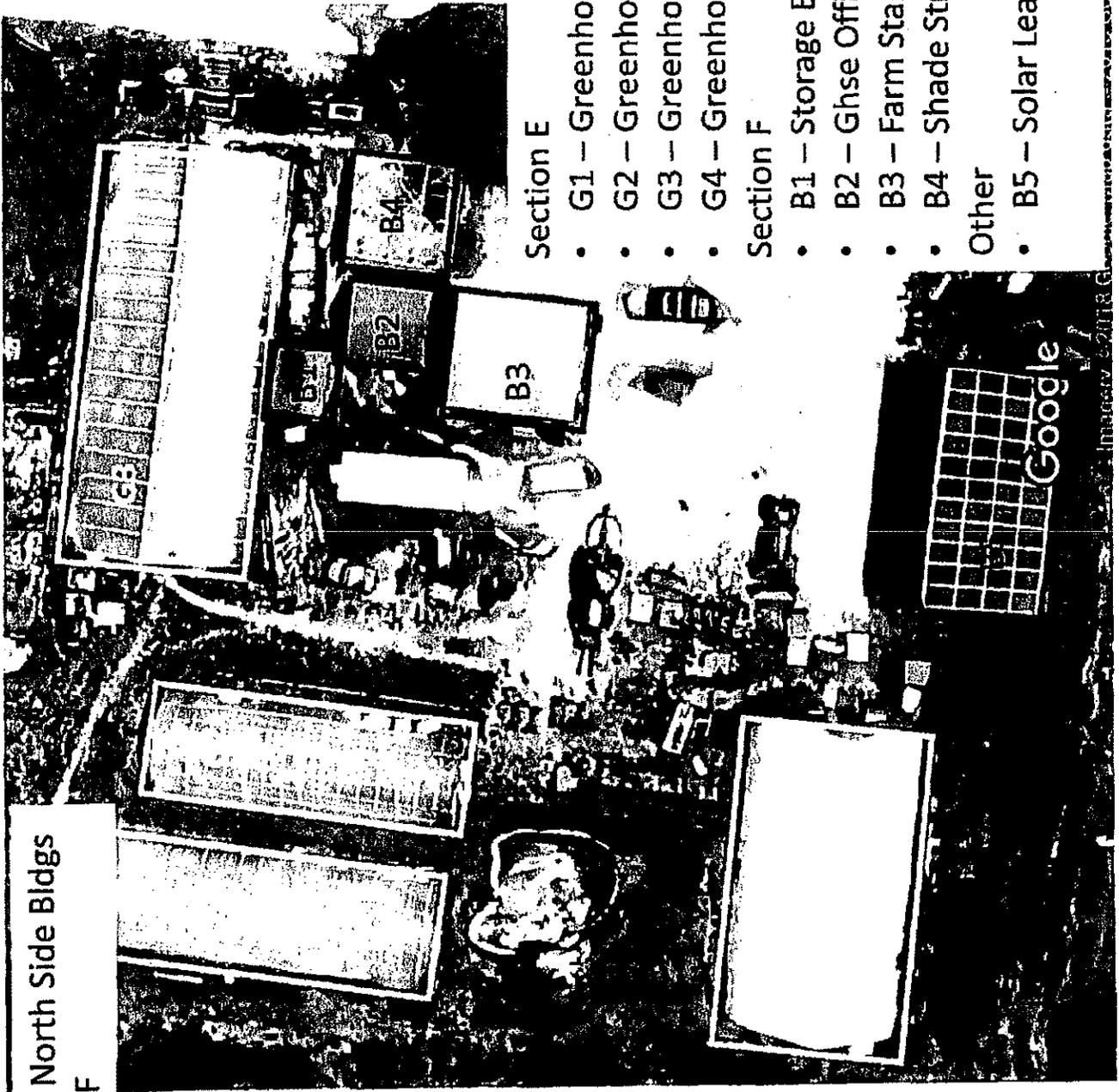
Print Name: J. Timothy Friday

County Farm North Side Fields
Sections A-D



SA - Section A ~ 0.85A Tilled
SB - Section B ~ 3.4A Tilled
SC - Section C ~ 2.75A Tilled
SD - Field D ~ 0.33A Tilled

County Farm North Side Bldgs
Sections E & F



Section E

- G1 – Greenhouse #1
- G2 – Greenhouse #2
- G3 – Greenhouse #3
- G4 – Greenhouse #4

Section F

- B1 – Storage Bldg
 - B2 – Ghse Office
 - B3 – Farm Stand
 - B4 – Shade Structure
- Other
- B5 – Solar Leanto

County Farm North Side Bldgs
Sections G & H

B14

B15

B16

Section G

- B14 – Poultry Bldg

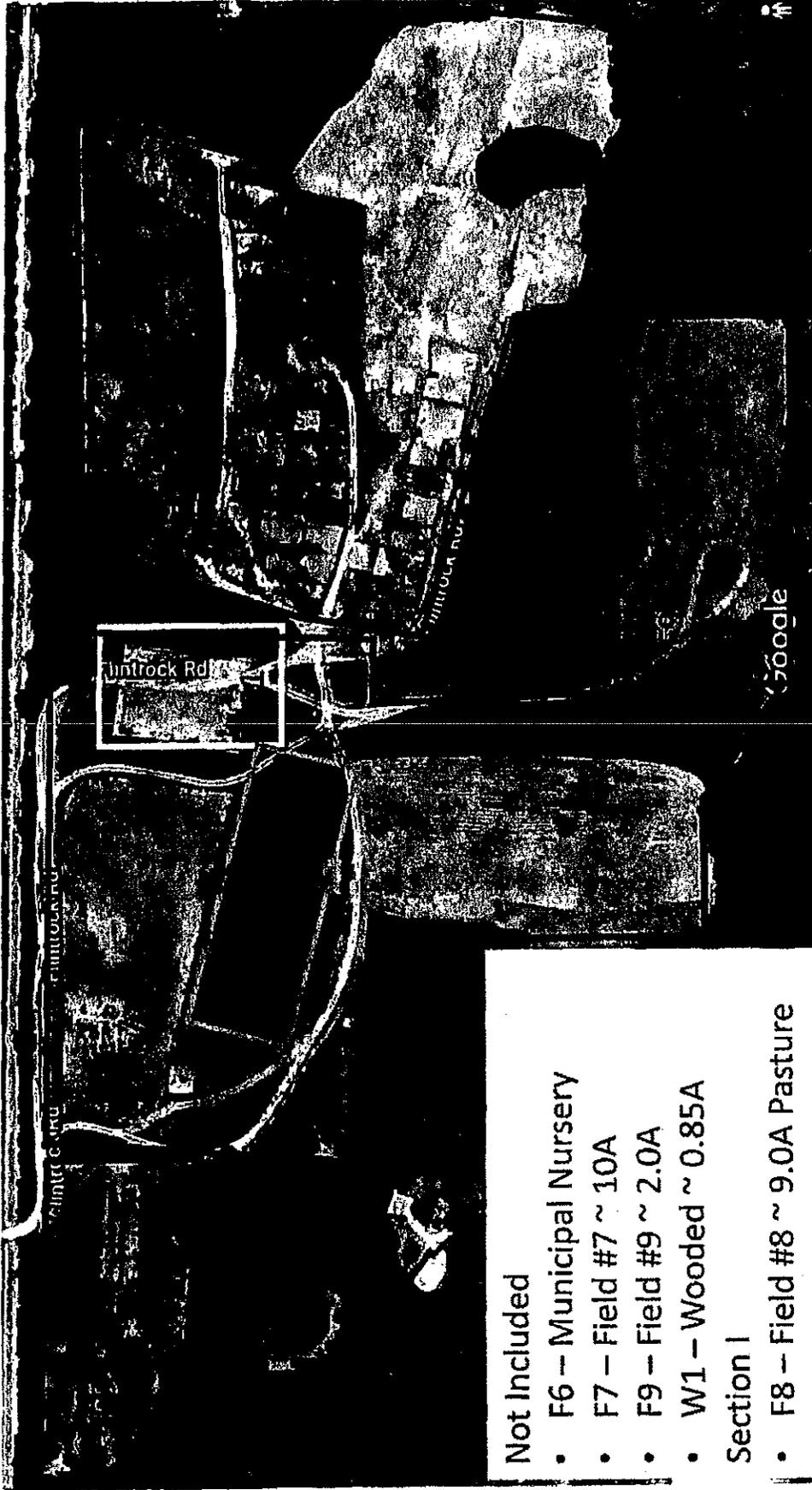
Section H

- B15 – Poultry Bldg

Other

- B13 – Electrical service/Poultry
- B16 - Quonset

County Farm South Side



Not Included

- F6 – Municipal Nursery
- F7 – Field #7 ~ 10A
- F9 – Field #9 ~ 2.0A
- W1 – Wooded ~ 0.85A

Section I

- F8 – Field #8 ~ 9.0A Pasture

Other

- S1 – Compost Pad

Sample MOU

MEMORANDUM OF UNDERSTANDING

Barnstable County and Cape Cod Organic Farm, Inc. (the parties)

The parties with the understanding that the tenant, Cape Cod Organic Farm Inc. operates an organic farm on the leased premises and that this operation requires unique organic sensitivities to protect the integrity of organic certification, none-the-less agree that the County reserves the right to possess and control Fields F7 and F9, solar lean-to and the so called concrete compost slab for the purpose of exploring alternative uses without restriction during the period of this tenancy. Nothing herein shall preclude the tenant from entering into a memorandum of understanding with the County for the use of these same un - bid parcels for any use consistent with the parcels agricultural restriction and consistent with the procured used under this County RFP.

The parties further agree that approval for structural changes to the real estate under this lease shall be at the discretion of the County and consistent with the filed business plan appended hereto and the parties further agree that approvals for requested work will not be unreasonably withheld by the County.

The parties and it is hereby agreed that structural changes that have occurred to date and that are now considered fixtures to the real estate include but are not limited to the following:

All new buildings and improvements to the structure of pre-existing buildings and greenhouses;

All irrigation upgrades;

All grounded solar arrays;

The concrete compost pad;

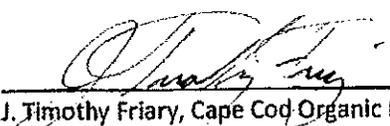
Should a dispute occur over the right to or ownership of said improvements or additions to the Real Estate, the parties agree to arbitrate their claims and should a discrepancy as to value occur, IRS rules on the depreciation set off shall be invoked and considered by the arbitrator in determining fair market value.

Barnstable County Commissioners

Mary Pat Flynn

Ron Beaty

Ron Bergstrom



J. Timothy Friary, Cape Cod Organic Farm

4/7/19

ATTACHMENT C
(not to be submitted with proposal)

**DISCLOSURE STATEMENT ACQUISITION OR DISPOSITION OF REAL
PROPERTY**

For acquisition or disposition of Real Property by Barnstable County, the undersigned does hereby state, for the purposes of disclosure pursuant to Massachusetts General Laws, Chapter 7, section 40J, of a transaction relating to real property as follows:

- (1) REAL PROPERTY DESCRIPTION: Barnstable County Farm
- (2) TYPE OF TRANSACTION: Lease
- (3) SELLER or LESSOR: Barnstable County
- (4) BUYER or LESSEE: Cape Cod Organic Farm, Inc
- (5) Names and addresses of all persons who have or will have a direct or indirect beneficial interest in the real property described above:

NAME

J. Timothy Friary

RESIDENCE

PO Box 93 Barnstable, Ma

- (6) None of the above mentioned persons is an employee of the Division of Capital Asset Management or an official elected to public office in the Commonwealth except as listed below.
- (7) This section must be signed by the individual(s) or organization(s) entering into this real property transaction with the public agency named above. If this form is signed on behalf of a corporation or other legal entity, it must be signed by a duly authorized officer of that corporation or legal entity. The undersigned acknowledges that any changes or additions to items 3 and or 4 of this form during the term of any lease or rental will require filing a new disclosure with the Division of Capital Asset Management and Maintenance within thirty (30) days following the change or addition.

The undersigned swears under the pains and penalties of perjury that this form is complete and accurate in all respects.

Signature: 

Printed Name: Timothy Friary

Title: Pres. Leas.

Date: 1/2/15

Proposed Ordinance 19-01: County Farm Lease

(Submitted by the Board of Regional Commissioners at a regular Assembly of Delegates meeting on 1/16/19)

AGENDA ITEM 6b

Proposed Ordinance 19-___, making appropriations for Barnstable County's operating budget for the Fiscal Year 2020, including the operations of the County Assembly, Executive branch, County agencies, boards, commissions, departments and institutions and the maintenance of certain County functions; for interest, reserve funds and serial bond requirements of the County

BARNSTABLE COUNTY

In the Year Two Thousand and Nineteen

Proposed Ordinance 19-__

To make appropriations for Barnstable County's operating budget for the Fiscal Year 2020, including the operations of the County Assembly, Executive branch, County agencies, boards, commissions, departments and institutions and the maintenance of certain County functions; for interest, reserve funds and serial bond requirements of the County.

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

Section 1.

To provide for the operations of the County Assembly, Executive branch, the several agencies, boards, commissions, departments and institutions of the County, and for sundry other functions, and to meet certain requirements of law, the sums set forth in Section Two and Section Three for the several purposes and subject to the conditions specified in Sections Four through Thirteen, are hereby appropriated from the County General Fund; Grants and Other Financing Sources, subject to the provisions of Massachusetts General Laws regulating the disbursement of public funds and the approval thereof, for the fiscal year ending June thirtieth, two thousand and twenty.

GENERAL GOVERNMENT

Section 2.

- (a) To appropriate a total of \$3,728,950.82 for General Government; funded as follows:
County General Funds \$3,476,450.82 and Other Financing Sources \$252,500.00 for the purposes set forth below:

EXECUTIVE

The mission of the County is to promote and sustain a pro-active government that enhances the quality of life for the citizens of Barnstable County. The budget established each year for Barnstable County is based on the program priorities set by the Board of Regional Commissioners and objectives of County leadership, considering affordability and value to the County and its towns and citizens. The emphasis in the fiscal year 2020 budget process has been on a collaborative effort to enhance the delivery of services in a cost control environment and to maintain and improve the delivery of priority services to the towns and residents of Barnstable County.

As outlined in Article 3 of the Barnstable County Home Rule Charter, the Executive powers of the County shall be vested solely in the Board of Regional Commissioners and may be

exercised either directly by such Board, or through several County agencies under its direction and supervision. The Board of Regional Commissioners shall cause this Charter, the laws, ordinances and orders for the government and administration of the County to be enforced. The Chief Administrative Officer for the County shall be the County Administrator, who shall be appointed by a majority vote of the Board of Regional Commissioners to serve for an indefinite term. The County Administrator shall have, possess and may exercise all the powers, rights, and duties commonly associated with the office of chief administrator of a local government.

The Board of Regional Commissioners meets weekly on Wednesdays at the Superior Courthouse on Route 6A in Barnstable. Through these meetings the Board of Regional Commissioners make County policy, establish the goals of the County, and conduct the day-to-day business of the County.

RESOURCE DEVELOPMENT OFFICE

The Resource Development Office, founded in the belief that common problems can be solved through regional solutions, is committed to the advancement of grant programs and creative uses of existing resources on Cape Cod. The objective of the department is to develop methods that facilitate communication between County officials, the public and local officials sharing information and developing partnerships to further enhance regional efforts and innovations. The mission of the office is achieved through grant administration within Barnstable County departments, outreach and education, sharing specialized knowledge and understanding of grant writing, monitoring and grant compliance.

ASSEMBLY OF DELEGATES

The Barnstable County Assembly of Delegates is the legislative branch of County Government. As the County's law-making body, the Assembly's work takes the form of ordinances and resolutions which may be initiated by Delegates, Assembly committees, the Board of County Commissioners or by an initiative petition. The Assembly of Delegates appropriates the County's annual operating and capital budgets and supplemental requests. At the direction of the Speaker, operating and capital budgets and supplemental budgets are assigned to Standing Committees or the full Assembly for review. The Assembly or its Standing Committees meet with department managers and discuss the effectiveness of programs and consider Barnstable County's future needs for regional services.

Because it is difficult to forecast the number and/or complexities of legislative initiatives that the Assembly of Delegates will be required to deal with, it is impossible to predict what the volume of output or priorities will be in any given year. The budget is designed to assure that the functions of the Assembly are carried out and that the public is well served.

DEPARTMENT OF FINANCE

The Finance Department is responsible for the oversight of all financial activities of the County including financial reporting and auditing, management of County funds,

administration of debt, processing of payroll and accounts payable, and the annual development and ongoing monitoring of the County operating and capital budgets, fiscal grant monitoring and grant compliance.

The department is also charged with the management of purchasing and group insurance programs, as well as the provision of information systems and data processing. The services provided by the department enable the County to coordinate financial and analytical activities, control costs, and improve the overall operational effectiveness of the County with its object to identify, prioritize and provide services on a regional basis in areas of need.

INFORMATION TECHNOLOGY OFFICE

The mission of the Information Technology Office is to provide the County of Barnstable with high quality advice and support in the high technology and communication field. The IT staff will maintain the infrastructure needed to keep the County working productively. The IT staff also administers the County's networks and multi-user systems.

COUNTY SERVICES

(b) To appropriate a total of \$7,488,255.61 for County Services; funded as follows: County General Funds \$7,104,823.71, Grant Funds \$288,430.97 and Other Financing Sources \$95,000.93. For the purposes set forth below:

DEPARTMENT OF FACILITIES

The Department of Facilities is charged with asset management. The department is responsible for all physical plant operations, general maintenance and planning at the County Complex, the Fire Training Academy, the Children's Cove, the Farm property in Barnstable, the Second District Courthouse in the town of Orleans, and other properties located in the towns of Barnstable and Bourne.

COOPERATIVE EXTENSION SERVICE

The Cape Cod Cooperative Extension is Barnstable County's education department. Extension programs are conducted in Barnstable County in cooperation with the University of Massachusetts in Amherst, the United States Department of Agriculture and the Woods Hole Oceanographic Institution's Sea Grant Program. The Extension has been supported by County, federal and state funds and county, federal and state laws and agreements. Research findings are translated into practical applications and shared throughout the region at workshops, conferences, field demonstrations, technical assistance, educational materials, exhibits, newspaper articles, radio and television. Education programs focus on horticulture/agriculture, aquaculture, shellfish management, coastal processes, natural resources, nutrition and food safety, water quality and management, recycling, hazardous products, and 4-H youth development issues facing the County.

REGISTRY OF DEEDS

The mission of the Registry of Deeds is to deliver effective and efficient services to all users of the Registry of Deeds. The primary responsibility of the Registry of Deeds is to receive for recording instruments, documents and plans, pertaining to the titles of real estate in Barnstable County. The Registry indexes and scans these instruments, creating a database of landowners, lien holders and all other interested parties. These records are available to be researched in both book and computer formats. The Registry of Deeds has continued to expand its base of information retrieval and storage to better assist the public in its recording and research needs. Computerization of these functions has progressed a long way in allowing the Registry of Deeds to successfully handle the volume of plans and instruments processed for recording.

HEALTH AND HUMAN SERVICES

(c) To appropriate a total of \$6,079,772.36 for Health and Human Services; funded as follows: County General Funds \$3,701,796.79, Grant funds \$1,484,575.56 and Other Financing Sources \$893,400.01 for the purposes set forth below:

DEPARTMENT OF HEALTH AND THE ENVIRONMENT

The Department of Health and the Environment's objective is to protect the public health and environment and to promote the physical and mental health and well being of the residents of Barnstable County. The population growth in the region has presented unprecedented challenges to local Boards of Health to address public health, water quality, community sanitation, wastewater disposal, workplace safety, hazardous materials, and a host of other environmental and public health issues that have heightened regional-specific significance. In addition, world events have underscored the need for preparing for emergencies that could undoubtedly challenge the public health emergency response resources. The department addresses the public health needs of the citizenry as identified primarily by the Boards of Health and maintains a very high level of expertise to assist both logistically and administratively to carry out programs that protect the public health and environment. Barnstable County is used by the State DPH as a model of regional efficiency as it continues its initiative to implement regionalization statewide for health department services based in part on the successes in Barnstable County. The Department's mission is supported by four divisions within the Department: Administration, Public Health Nursing, Laboratory and Environmental Health.

DEPARTMENT OF HUMAN SERVICES

The Barnstable County Human Services Department plans, develops and implements programs that enhance the overall delivery of human services in Barnstable County and promotes the health and social well-being of County residents through regional efforts designed to improve coordination and efficiency of human services and designed to strengthen the fabric of community care available to all. The Department serves as a grant facilitator for all 15 towns in areas of housing, serving the health needs of everyone (SHINE), continuing care and substance and opioid use prevention.

CHILDREN'S COVE

Children's Cove provides coordinated and comprehensive multidisciplinary services to child victims of sexual abuse/serious physical abuse and their families.

PUBLIC SAFETY

- (d) To appropriate a total of \$2,212,740.84 for Public Safety, funded as follows: County General Funds \$1,937,740.84 and Other Financing Sources \$275,000.00 for the purposes set forth below:

COUNTY CONTRIBUTION TO THE SHERIFF'S DEPARTMENT RETIREES & PUBLIC SAFETY OFFICERS

The County is mandated by the Commonwealth of Massachusetts to appropriate the sum of \$1,601,421 for the unfunded pension liability associated with retirees of the Sheriff's Department, retired from the Barnstable County Retirement Association. The department was transferred to the Commonwealth in 2010. Funds are required to be appropriated annually through the year 2035.

The County has budgeted the sum of \$50,000 to provide support for the training efforts of public safety officers in FY20.

FIRE AND RESCUE TRAINING ACADEMY

The Fire and Rescue Training Academy provides current, high-quality, safe and realistic fire and rescue training from beginning to the most advanced levels. As technology changes so does the fire service. The Fire and Rescue Training Academy conducts ongoing reviews of each program to assure that each meets the most current accepted standards. Course instructors, being firefighters in service at numerous fire departments, bring training, invaluable practical experience and advanced education to the classroom. The Academy utilizes a multitude of training props and scenarios to expose each student to real life situations in a safe environment. Portable training props can be deployed to the individual departments for training and the Academy employs a "train the trainer" concept, the result of which is a department's ability to further train internally as time permits.

SHARED COSTS AND DEBT SERVICE

- (e) To appropriate a total of \$2,807,690.37 for Shared Costs and Debt Service, funded as follows: County General Funds \$2,807,690.37 for the purposes set forth below:

The budgets for Shared Costs and Debt Service support costs, which are not applicable to specific departments. These types of costs include property & casualty insurances, group insurances for retirees, contingencies and non-contributory retirement costs.

The annual budgeting process is designed to accurately portray the costs of service for each department. All applicable costs have been allocated to the proper sub-program and cost center. Costs associated with active employees are allocated to each sub-program or department. Some elements of these programs remain in Shared Costs. The following sub-programs are included in Shared Costs and Debt Service:

FRINGE BENEFITS

The Fringe Benefits sub-program of Shared Costs provides funds for health, dental, and life insurance costs for the County's and the Cape Cod Commission's retirees. The County contributes 75% of the costs of these benefits. This budget also includes the cost of previous Early Retirement Incentives offered in 2002 & 2003, the remaining costs of retirement for the closed County Hospital and Worker's Compensation costs.

MISCELLANEOUS & CONTINGENCY

The Miscellaneous & Contingency sub-program of Shared Costs provides funds for architectural and engineering services, legal counsel and auditing services, property & casualty and other insurance premiums, and provisions for other contingencies not otherwise appropriated. This sub-program provides funds for costs of Legal Settlements.

DEBT SERVICE

The Debt Service sub-program provides funding for repayments of General Obligation Bonds of the County, including principal and interest, exclusive of the Clean Water Trust obligations funded and repaid through the Septic Loan Fund. Funding is also provided for interest and pay-downs on short-term obligations from the issuance of Bond Anticipation Notes (B.A.N.S.).

APPROPRIATED RESERVES

The Appropriated Reserves sub-program provides funding for certain reserves of the County and funding that provides Other Funding Sources for funds outside of the County's General Fund Operating Budget.

TOTAL FY 2020 OPERATING BUDGET

Section 3.

To appropriate a total of \$22,317,410 to fund the Operating Budgets of the General Fund as follows: County General Funds \$19,028,502.53, Grants \$1,773,006.53 and Other Financing Sources \$1,515,900.94 according to the schedule set forth on the following pages.

Section 4.

BARNSTABLE COUNTY
 Ordinance 19-xx: Barnstable County's Operating Budget for FY2020
 Adopted:

Section 4.				FINANCING SOURCES		
DEPT.	# SUB-PROGRAM	GROUP	BUDGET AMOUNT	GENERAL FUND	GRANTS	OTHER FINANCING SOURCES
GENERAL GOVERNMENT						
100	COUNTY COMMISSIONERS					
	1		542,017.53			
	2		117,713.38			
	3		5,941.24			
	4		10,700.00			
	5		-			
	9		150,352.16			
			<u>826,724.31</u>	826,724.31		
105 INFORMATION TECHNOLOGY						
	1		558,915.23			
	2		289,611.00			
	3		4,050.00			
	4		750.00			
	5		40,000.00			
	8					
	9		237,771.59			
			<u>1,131,097.82</u>	941,097.82		190,000.00
110 RESOURCE DEVELOPMENT						
	1		386,487.71			
	2		67,747.00			
	3		25,534.31			
	4		22,347.00			
	5		3,625.00			
	8		25,000.00			
	9		169,114.12			
			<u>699,855.14</u>	699,855.14		
130 ASSEMBLY OF DELEGATES						
	1		107,982.00			
	2		39,200.00			
	3		750.00			
	4		200.00			
	9		214,325.72			
			<u>362,457.72</u>	362,457.72		
140 FINANCE						
	1		440,072.03			
	2		84,333.00			
	3		13,000.00			
	4		12,300.00			
	5		1,000.00			
	9		158,110.80			
			<u>708,815.83</u>	646,315.83		62,500.00
GENERAL GOVERNMENT TOTAL				3,476,450.82		252,500.00

COUNTY SERVICES
200 DEPARTMENT OF FACILITIES

1	1,051,723.52		
2	743,800.00		
3	161,575.00		
4	24,350.00		
5	9,700.00		
8	8,000.00		
9	519,416.37		
	<u>2,518,564.89</u>	2,518,564.89	

230 COOPERATIVE EXTENSION

1	1,308,238.01		
2	221,575.00		
3	73,950.00		
4	10,150.00		
5	7,000.00		
9	707,368.60		
	<u>2,328,281.61</u>	1,944,849.71	288,430.97
			95,000.93

240 REGISTRY OF DEEDS

1	1,666,596.11		
2	136,750.00		
3	22,750.00		
4	4,735.00		
5	1,000.00		
9	809,578.00		
	<u>2,641,409.11</u>	2,641,409.11	

COUNTY SERVICES TOTAL

	<u>7,488,255.61</u>	<u>7,104,823.71</u>	<u>288,430.97</u>
			<u>95,000.93</u>

HEALTH & HUMAN SERVICES
300 HEALTH & ENVIRONMENT

1	2,004,312.31		
2	626,559.82		
3	241,192.00		
4	14,465.00		
5	21,500.00		
9	866,380.99		
	<u>3,774,410.12</u>	2,456,773.23	868,400.01

310 HUMAN SERVICES

1	642,288.17		
2	321,416.06		
3	9,248.06		
4	9,425.00		
5	6,434.45		
9	323,435.61		
	<u>1,312,247.35</u>	774,308.67	512,938.68

320 CHILDRENS COVE

1	513,470.38		
2	125,988.00		
3	11,300.00		
4	16,700.00		
5	17,102.00		
9	308,554.51		
	<u>993,114.89</u>	470,714.89	522,400.00

HEALTH & HUMAN SERVICES TOTAL

	<u>6,079,772.36</u>	<u>3,701,796.79</u>	<u>1,484,575.56</u>
			<u>893,400.01</u>

Section 5.

(a) Appropriations shown according to numbered groups within departmental budget Budget Items and Programs are made for expenditure for general purposes as follows:

Category A – Group 1 – for salaries and other compensation for personal services;
Category B – Group 8 – for capital structures, improvements and CIP;
Category C – Group 9 – for fringe benefits; and
Category D – Group 2 – for contractual services, Group 3 – for supplies & materials, Group 4 – for other current charges, Group 5 – for equipment and CIP Equipment and Obligations and Group 7 – for not otherwise classified.

(b) Funds appropriated in any category may not be transferred to another category without the prior written approval of the Board of Regional Commissioners and the ratification of such approval by a majority vote of the Assembly of Delegates. Such ratification may be by Resolution.

Section 6.

No liability in excess of the total appropriations for any departmental Budget Item or Program as provided in this ordinance shall be incurred by any official of the County except in cases of emergency and then only upon the prior written approval of the Board of Regional Commissioners. The amount and circumstances of any such liability approved by the Board of Regional Commissioners, the Assembly of Delegates shall act on said approval by Resolution.

Section 7.

No transfers shall be made from the Capital Trust Fund (Budget Item 930) except pursuant to a supplemental appropriation ordinance.

Section 8.

Transfers to departmental Budget Items or Programs made be made from the Reserve Fund (Budget Item 930) for extraordinary, unforeseen, necessary, non-recurring liabilities, provided that any such transfer shall be approved by the Board of Regional Commissioners and by a vote of the Assembly of Delegates, representing a majority of the population of Barnstable County.

Section 9.

(a) Transfers from the Reserve for Salary Adjustments (Budget Items 930 and 500) may be made only for increases in compensation for personal services in accordance with the

Barnstable County personnel compensation plan approved in writing by the Board of Regional Commissioners or pursuant to the terms of any collective bargaining agreement covering employees of Barnstable County executed by the Board of Regional Commissioners.

- (b) Transfers within the General Fund for Fringe Benefits (Group 9) may be made from sub-programs with excess appropriations in Group 9 to sub-programs where original appropriations are insufficient to cover the direct allocation of group insurance costs, retirement assessments, workers' compensation claims and payroll tax deductions. Such transfers shall be determined by the Director of Finance/Treasurer, with the approval of the Board of Regional Commissioners.

Section 10.

Usual expenses of travel, including highway tolls and parking fees, necessary for the performance of the duties of any County official or employee, other than travel from home to the regular workplace of such official or employee, shall be eligible for reimbursement, provided that no expenditure shall be made for the reimbursement of expenses of travel outside the Commonwealth unless such travel shall have been approved in advance in writing by the department head or other County official designated by the Board of Regional Commissioners to determine the expenditure of funds appropriated for such Budget Item. Such travel by any department head or other such designated official shall have been so approved by the Board of Regional Commissioners. The Board of Regional Commissioners shall from time to time promulgate a schedule of standard mileage rates for reimbursement of travel by private automobile designed fairly to reflect the full, actual costs of motor vehicle operation. Such funds shall be expended from the department budget.

Section 11.

Notwithstanding any other provision of this ordinance, expenditures from the appropriation for the Assembly of Delegates (Budget Item 130) shall be as determined by the Assembly of Delegates which may authorize the Speaker or the Deputy Speaker or a designee of the Assembly to approve for payment any expenditure or liability incurred by any Delegate or by any officer, employee or consultant of the Assembly in the proper performance of his duties as such.

Section 12.

The Board of Regional Commissioners may borrow money in anticipation of, and to be repaid from, the County tax for the fiscal year ending June thirtieth, two thousand and nineteen levied pursuant to Section thirty and thirty-one of Chapter thirty-five of the general laws, and obligated state revenues to be paid to the County for said fiscal year. Such borrowing shall not exceed the sum of (i) one half the amount of such tax plus (ii) the amount of such state revenues. They may issue therefore County notes maturing up to one year, which may be renewed from time to time; not to exceed ten years and the mandatory pay-downs per State statute. Notes issued hereunder may be sold at such discount or bear such

rate, or rates, of interest as the County Treasurer may deem proper with the approval of the Board of Regional Commissioners; any discount to be treated as interest paid in advance, pursuant to Section thirty-seven of Chapter 35 of the general laws. Article 4, Section 4-2 (1) of the Barnstable County Home Rule Charter and Section 2.6 of the Administrative Code of Barnstable County. Such notes shall be signed by the Treasurer or Assistant Treasurer, countersigned by a majority of the Board of Regional Commissioners, and shall expressly be made payable from the taxes or state revenues of said fiscal year, but shall nevertheless be negotiable.

Section 13.

- (a) The Board of Regional Commissioners is hereby authorized to make necessary repairs, replacements and improvements to, and to purchase and install equipment for use in, buildings and facilities of the County, and to employ professional services for the design of such repairs, replacements, improvements and for the specifications of such purchases and installation of equipment, as presented in the FY2019 Capital Improvement Plan and appropriated in the FY2019 departments' budgets.
- (b) For the purpose set forth in Section 12, the County Treasurer, with the approval of the Board of Regional Commissioners, may borrow from time to time, on the credit of the County, such sums as may be necessary but not exceeding in the aggregate the limitation set forth by statute, and may issue bonds or notes of the County therefore, which shall bear on their face Barnstable County Facilities and Equipment Loan, County Ordinance of 2015. Each authorized issue shall constitute a separate loan, and such loans are payable within the terms and conditions prescribed by Massachusetts General Laws.
- (c) All bonds or notes issued pursuant to the ordinance shall be signed by the County Treasurer or Assistant Treasurer and countersigned by a majority of the Board of Regional Commissioners. The County may sell securities at public or private sale upon such terms and conditions as the Board of Regional Commissioners may deem proper but not for less than their par value. Indebtedness incurred under this ordinance shall, except as herein provided, be subject to Chapter thirty-five of the Massachusetts General Laws.

Approved by the Board of County Commissioners at a Regular Meeting on the thirteenth day of February 2019

Ronald Bergstrom, Chair

Mary Pat Flynn, Vice-Chair

Ronald R. Beaty, Commissioner

AGENDA ITEM 6c

Proposed Ordinance 19-__, making appropriations for Barnstable County's Dredge Enterprise Fund budget for the Fiscal Year 2020, including operations and maintenance of capital equipment; for interest, reserve funds, and serial bond requirements of the County

BARNSTABLE COUNTY
In the Year Two Thousand and Nineteen
Proposed Ordinance 19-____

Adopting an Operating Budget for the Dredge Enterprise Fund for the Fiscal Year 2020, beginning July 1, 2019 and ending June 30, 2020.

The Cape Cod Regional Government, known as Barnstable County hereby ordains;

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

SECTION 2. Appropriations for said budget are as follows:

COUNTY SERVICES	
Dredge	\$2,232,144
Total County Services	\$2,232,144
TOTAL FY 2019 BUDGET	\$2,232,144

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

SECTION 4. The public notice for this proposed ordinance was published at least 48 hours prior to the February 13, 2019 meeting of the Board of Regional Commissioners.

SECTION 5. This ordinance shall take effect July 1, 2019.

Submitted by the Barnstable County Regional Commissioners at a regular Board of Commissioners meeting on the thirteenth day of February 2018.

Ronald Bergstrom, Chair

Mary Pat Flynn, Vice-Chair

Ronald R. Beaty, Commissioner

**BARNSTABLE COUNTY
FISCAL YEAR 2020 BUDGET**

ENTERPRISE - DREDGE SERVICES

PERSONNEL SCHEDULES

SALARIES / WAGES

POSITION	Part-time/Full-time	Grade / Step	SALARY
Superintendent	Full-time	MP5-8	106,891.61
Dredge Administrator	Full-time	MP8-4	58,168.35
Dredge Captain	Full-time	DC	73,866.42
Dredge Engineer	Full-time	DE	67,163.81
Dredge Engineer - vacant	Full-time	DE	45,909.53
Dredge Captain	Full-time	DC	62,383.55
Dredge Deck Hand	Full-time	DDH	53,855.08
Dredge Deck Hand	Full-time	DDH	42,490.62
Dredge Deck Hand	Full-time	DDH	46,135.68
Dredge Deck Hand- vacant	Full-time	DDH	41,149.30
Subtotal -Salaries/Wages			598,013.95

FRINGE BENEFITS

Health Insurance			122,354.32
Retirement			76,993.52
Medicare			9,961.70
Subtotal - Fringes			209,309.54
<u>Grand Total FY2020 Request</u>			807,323.49

PROJECTION: 20202 FY2020 DREDGE OPERATING BUDGET

DREDGE	2018 REVISED BUD	2019 REVISED BUD	2020 Requested	2020 Review	2020 Commissnrs	2020 Adopted
250 DREDGE						
0252501 DREDGE - SALARIES						
5100 SALARIES-REGULAR						
0252501 5100 SAL PERM	461,600.00	479,238.74	.00	598,013.95	.00	.00
TOTAL SALARIES-REGULAR						
5120 SALARIES-OVERTIME	461,600.00	479,238.74	.00	598,013.95	.00	.00
0252501 5120 SAL OT	60,000.00	89,000.00	.00	89,000.00	.00	.00
TOTAL SALARIES-OVERTIME	60,000.00	89,000.00	.00	89,000.00	.00	.00
TOTAL DREDGE - SALARIES	521,600.00	568,238.74	.00	687,013.95	.00	.00
0252502 DREDGE - CONTR.SVCS.						
5213 TELEPHONES						
0252502 5213 TELE	2,000.00	1,150.00	2,100.00	2,100.00	.00	.00
TOTAL TELEPHONES						
5239 PROFESSIONAL/TECHNICAL SERVICE	2,000.00	1,150.00	2,100.00	2,100.00	.00	.00
0252502 5239 PRF/TCH SV	20,000.00	89,816.66	110,000.00	110,000.00	.00	.00
TOTAL PROFESSIONAL/TECHNICAL	20,000.00	89,816.66	110,000.00	110,000.00	.00	.00
5241 EDUCATION OF EMPLOYEES						
0252502 5241 ED OF EE'S	2,000.00	1,000.00	2,500.00	2,500.00	.00	.00
TOTAL EDUCATION OF EMPLOYEES	2,000.00	1,000.00	2,500.00	2,500.00	.00	.00
5247 DREDGE REPAIRS						
0252502 5247 REPAIRS	30,000.00	60,000.00	75,000.00	75,000.00	.00	.00

PROJECTION: 20202 FY2020 DREDGE OPERATING BUDGET FOR PERIOD 99

DREDGE	2018 REVISED BUD	2019 REVISED BUD	2020 Requested	2020 Review	2020 Commissnrs	2020 Adopted
TOTAL DREDGE REPAIRS						
5248 WORKBOAT REPAIRS	30,000.00	60,000.00	75,000.00	75,000.00	.00	.00
0252502 5248 WRKBT REP	30,000.00	15,000.00	15,000.00	15,000.00	.00	.00
TOTAL WORKBOAT REPAIRS						
5249 PIPE REPAIRS	30,000.00	15,000.00	15,000.00	15,000.00	.00	.00
0252502 5249 PIPE REP	3,000.00	3,000.00	6,500.00	6,500.00	.00	.00
TOTAL PIPE REPAIRS						
5271 VEHICLE REPRS/MAINT	3,000.00	3,000.00	6,500.00	6,500.00	.00	.00
0252502 5271 CAR REPAIR	3,000.00	3,000.00	4,000.00	4,000.00	.00	.00
TOTAL VEHICLE REPRS/MAINT						
5276 SOFTWARE/HARDWARE MAINTENANCE	3,000.00	3,000.00	4,000.00	4,000.00	.00	.00
0252502 5276 SFT/HRD	1,500.00	2,500.00	12,000.00	12,000.00	.00	.00
TOTAL SOFTWARE/HARDWARE MAIN						
5279 MACHINE/EQUIP MAINT/REPAIRS	1,500.00	2,500.00	12,000.00	12,000.00	.00	.00
0252502 5279 EQUIP REP	45,000.00	45,000.00	45,000.00	45,000.00	.00	.00
TOTAL MACHINE/EQUIP MAINT/RE						
5281 OUT OF STATE TRAVEL	45,000.00	45,000.00	45,000.00	45,000.00	.00	.00
0252502 5281 OT-ST TRAV	2,000.00	1,190.18	1,500.00	1,500.00	.00	.00
TOTAL OUT OF STATE TRAVEL						
5282 IN-STATE TRAVEL	2,000.00	1,190.18	1,500.00	1,500.00	.00	.00
0252502 5282 IST	2,500.00	2,500.00	2,500.00	2,500.00	.00	.00

PROJECTION: 20202 FY2020 DREDGE OPERATING BUDGET FOR PERIOD 99

DREDGE	2018 REVISED BUD	2019 REVISED BUD	2020 Requested	2020 Review	2020 Commissnrs	2020 Adopted
TOTAL IN-STATE TRAVEL						
5294 FREIGHT/SHIPPING/EXPRESS	2,500.00	2,500.00	2,500.00	2,500.00	.00	.00
0252502 5294 SHIPPING	20,000.00	2,000.00	2,000.00	2,000.00	.00	.00
TOTAL FREIGHT/SHIPPING/EXPRESS						
5299 MISC CONTRACTUAL	20,000.00	2,000.00	2,000.00	2,000.00	.00	.00
0252502 5299 MISC CONTR	32,000.00	32,000.00	40,000.00	40,000.00	.00	.00
TOTAL MISC CONTRACTUAL	32,000.00	32,000.00	40,000.00	40,000.00	.00	.00
TOTAL DREDGE - CONTR.SVCS.	193,000.00	258,156.84	318,100.00	318,100.00	.00	.00
0252503 DREDGE - SUPPLIES						
5301 VEHICLE REPAIR PARTS						
0252503 5301 PARTS	29,000.00	30,000.00	30,000.00	30,000.00	.00	.00
TOTAL VEHICLE REPAIR PARTS						
5303 VEHICLE FUEL	29,000.00	30,000.00	30,000.00	30,000.00	.00	.00
0252503 5303 VEH FUEL	160,000.00	154,733.53	180,000.00	180,000.00	.00	.00
TOTAL VEHICLE FUEL	160,000.00	154,733.53	180,000.00	180,000.00	.00	.00
5361 POSTAGE	500.00	250.16	250.00	250.00	.00	.00
0252503 5361 POSTAGE	500.00	250.16	250.00	250.00	.00	.00
TOTAL POSTAGE	500.00	250.16	250.00	250.00	.00	.00
5369 OFFICE SUPPLIES & MATERIALS	500.00	500.00	500.00	500.00	.00	.00
0252503 5369 OFF SUPP	500.00	500.00	500.00	500.00	.00	.00

PROJECTION: 20202 FY2020 DREDGE OPERATING BUDGET

DREDGE	2018 REVISED BUD	2019 REVISED BUD	2020 Requested	2020 Review	2020 Commissnrs	2020 Adopted
TOTAL OFFICE SUPPLIES & MATE	500.00	500.00	500.00	500.00	.00	.00
5393 UNIFORMS						
0252503 5393 UNIFORMS	4,000.00	4,500.00	5,000.00	5,000.00	.00	.00
TOTAL UNIFORMS	4,000.00	4,500.00	5,000.00	5,000.00	.00	.00
5399 SUPPLIES						
0252503 5399 MISC SUPP	90,000.00	52,695.56	65,000.00	65,000.00	.00	.00
TOTAL SUPPLIES	90,000.00	52,695.56	65,000.00	65,000.00	.00	.00
TOTAL DREDGE - SUPPLIES	284,000.00	242,679.25	280,750.00	280,750.00	.00	.00
0252504 DREDGE - CHARGES & OBLIGATIONS						
5431 GENERAL LIABILITY INSURANCE						
0252504 5431 LIAB INS	117,000.00	127,000.00	145,000.00	145,000.00	.00	.00
TOTAL GENERAL LIABILITY INSU	117,000.00	127,000.00	145,000.00	145,000.00	.00	.00
5434 AUTOMOTIVE INSURANCE						
0252504 5434 AUTO INS	6,815.00	7,800.00	7,800.00	7,800.00	.00	.00
TOTAL AUTOMOTIVE INSURANCE	6,815.00	7,800.00	7,800.00	7,800.00	.00	.00
5449 LICENSES/REGISTRATIONS/PERMITS						
0252504 5449 LC/REG/PEM	550.00	1,000.00	1,000.00	1,000.00	.00	.00
TOTAL LICENSES/REGISTRATIONS	550.00	1,000.00	1,000.00	1,000.00	.00	.00
5469 MISC RENTALS						
0252504 5469 MISC. RENT	11,850.00	15,000.00	30,000.00	30,000.00	.00	.00

PROJECTION: 20202 FY2020 DREDGE OPERATING BUDGET

DREDGE	2018 REVISED BUD	2019 REVISED BUD	2020 Requested	2020 Review	2020 Commissnrs	2020 Adopted
TOTAL MISC RENTALS	11,850.00	15,000.00	30,000.00	30,000.00	.00	.00
TOTAL DREDGE - CHARGES & OBL	136,215.00	150,800.00	183,800.00	183,800.00	.00	.00
0252505 DREDGE - EQUIPMENT						
5509 DREDGE PUMP						
0252505 5509 DRDG PUMP	14,000.00	14,000.00	14,000.00	14,000.00	.00	.00
TOTAL DREDGE PUMP						
5599 MISCELLANEOUS EQUIPMENT	14,000.00	14,000.00	14,000.00	14,000.00	.00	.00
0252505 5599 MISC EQUIP	5,000.00	125,330.80	15,000.00	15,000.00	.00	.00
TOTAL MISCELLANEOUS EQUIPMEN	5,000.00	125,330.80	15,000.00	15,000.00	.00	.00
TOTAL DREDGE - EQUIPMENT	19,000.00	139,330.80	29,000.00	29,000.00	.00	.00
0252507 DREDGE - OTHER EXPEND.						
5730 RESERVE FUND						
0252507 5730 RES FND	317,500.00	317,500.00	.00	300,000.00	.00	.00
TOTAL RESERVE FUND						
5780 DEBT- PRINCIPAL	317,500.00	317,500.00	.00	300,000.00	.00	.00
0252507 5780 DBT-PRNCPL	100,000.00	135,000.00	135,000.00	135,000.00	.00	.00
TOTAL DEBT- PRINCIPAL						
5785 DEBT - INTEREST	100,000.00	135,000.00	135,000.00	135,000.00	.00	.00
0252507 5785 DEBT-INT	100,000.00	72,000.00	65,250.00	65,250.00	.00	.00
TOTAL DEBT - INTEREST						
5799 UNPAID BILLS	100,000.00	72,000.00	65,250.00	65,250.00	.00	.00
0252507 5799 UNPAID BIL	1,000.00	7,274.07	.00	.00	.00	.00

PROJECTION: 20202 FY2020 DREDGE OPERATING BUDGET

DREDGE	2018 REVISED BUD	2019 REVISED BUD	2020 Requested	2020 Review	2020 Commissnrs	2020 Adopted
TOTAL UNPAID BILLS	1,000.00	7,274.07	200,250.00	500,250.00	.00	.00
TOTAL DREDGE - OTHER EXPEND.	518,500.00	531,774.07			.00	.00
0252509 DREDGE - FRINGES						
5981 RETIREMENT						
0252509 5981 CONTRIB RE	111,095.00	62,993.63	76,993.52	76,993.52	.00	.00
TOTAL RETIREMENT						
5982 WORKERS COMP	111,095.00	62,993.63	76,993.52	76,993.52	.00	.00
0252509 5982 WORK COMP	12,360.00	22,369.55	.00	23,921.00	.00	.00
TOTAL WORKERS COMP						
5983 GROUP INSURANCE	12,360.00	22,369.55	.00	23,921.00	.00	.00
0252509 5983 GRP INS	84,056.00	154,588.96	.00	122,353.83	.00	.00
TOTAL GROUP INSURANCE						
5984 MEDICARE	84,056.00	154,588.96	.00	122,353.83	.00	.00
0252509 5984 MEDICARE	7,618.00	8,108.96	.00	9,961.70	.00	.00
TOTAL MEDICARE	7,618.00	8,108.96	.00	9,961.70	.00	.00
TOTAL DREDGE - FRINGES	215,129.00	248,061.10	76,993.52	233,230.05	.00	.00
TOTAL DREDGE	1,887,444.00	2,139,040.80	1,088,893.52	2,232,144.00	.00	.00
GRAND TOTAL	1,887,444.00	2,139,040.80	1,088,893.52	2,232,144.00	.00	.00

** END OF REPORT - Generated by Mary McIsaac **

AGENDA ITEM 6d

Proposed Ordinance 19-___, making appropriations for the Cape Cod Commission operating budget for the Fiscal Year 2020, for operations and capital requirements and for reserve funds

BARNSTABLE COUNTY
In the Year Two Thousand and Nineteen
Proposed Ordinance 19-_____

Adopting an Operating Budget for the Cape Cod Environmental Protection Fund for the Fiscal Year 2020, beginning July 1, 2019 and ending June 30, 2020. The Cape Cod Regional Government, known as Barnstable County hereby ordains;

SECTION 1. A budget consisting of the appropriations listed in SECTION 2 below be adopted for the Fiscal Year July 1, 2019 through June 30, 2020.

SECTION 2. Appropriations for said budget are as follows:

PLANNING AND DEVELOPMENT

Cape Cod Commission	\$6,049,370
Total Planning and Development	\$6,049,370

TOTAL FY 2020 BUDGET	\$6,049,370
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SECTION 3. No appropriation listed above may be exceeded without appropriate ordinance action to amend the budget.

SECTION 4. The public notice for this proposed ordinance was published at least 48 hours prior to the February 13, 2019 meeting of the Board of Regional Commissioners.

SECTION 5. This ordinance shall take effect on July 1, 2019.

Submitted by the Barnstable County Regional Commissioners at a regular Board of Commissioners meeting on the thirteenth day of February 2019.

Ronald Bergstrom, Chair

Mary Pat Flynn, Vice-Chair

Ronald R. Beaty, Commissioner

AGENDA ITEM 8a

Authorizing the creation of a new fund for an agreement, through the County Department of Health and the Environment, to provide technical assistance for tasks funded by a Southeast New England Estuaries Program Watershed Grant received by the Pleasant Bay Alliance, for an amount not to exceed \$26,410.00, for a period through March 30, 2021



BARNSTABLE COUNTY

OFFICE OF COUNTY ADMINISTRATOR
SUPERIOR COURTHOUSE
3195 MAIN STREET
P.O. BOX 427
BARNSTABLE, MASSACHUSETTS 02630

Jack T. Yunits, Jr.
County Administrator
Cell: (508) 510-1127
Office: (508) 375-6771
Fax: (508) 362-4136
jack.yunits@barnstablecounty.org

MEMORANDUM

DATE: February 12, 2019
TO: County Commissioners
FROM: Owen Fletcher, Executive Assistant
SUBJECT: New Fund Request

Please authorize the creation of a new fund for an agreement, through the County Department of Health and the Environment, to provide technical assistance for tasks funded by a Southeast New England Estuaries Program Watershed Grant received by the Pleasant Bay Alliance, for an amount not to exceed \$26,410.00, for a period through March 30, 2021

Approved:

Ronald Bergstrom, Chair

Mary Pat Flynn, Vice-Chair

Ronald R. Beaty, Commissioner

Date

Memorandum of Agreement Between

Barnstable County through Barnstable County Department of Health and Environment
3195 Main Street, Barnstable, MA 02630

and

Town Manager on behalf of Town of Chatham
549 Main Street
Chatham, MA 02633

This Memorandum of Agreement (Agreement) is entered into this 12 day of 12/2010 by and between Barnstable County, acting by and through the Barnstable County Department of Health and Environment (hereafter referred to as the "BCDHE") and the Town Manager on behalf of the Town of Chatham (hereafter referred to as the "Town.")

WHEREAS, the Town is the fiscal agent for the Pleasant Bay Alliance (hereafter referred to as the "Alliance"), an intermunicipal organization formed by the Towns of Chatham, Brewster, Orleans and Harwich, and

WHEREAS, the Town has requested technical assistance related to tasks enumerated in a grant agreement with a Southeast New England Estuaries Program (SNEP) Watershed Grant received by the Alliance's, and

WHEREAS, The SNEP grant tasks may involve the assessment of the use of alternative onsite wastewater treatment systems to address nutrient management issues, and

WHEREAS BCDHE has established expertise in the area of alternative onsite septic systems, their use and implementation

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

1. RESPONSIBILITIES OF THE TOWN

- A) The Town, on behalf of the Alliance, has requested technical assistance from BCDHE for this project.
- B) The Town agrees to work with the BCDHE as per the attached Scope of Work (Attachment A.)

2. RESPONSIBILITIES OF BCDHE

During the execution of this agreement, BCDHE agrees to provide the technical assistance at a cost not to exceed \$26,410. Invoices for said services will be submitted on a form provided by the Town.

3. DURATION

A) This Memorandum of Agreement shall be effective until March 30 2021 unless an extension in time is agreed to by both parties.

B) Either the Town or BCDHE 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, BCDHE 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.

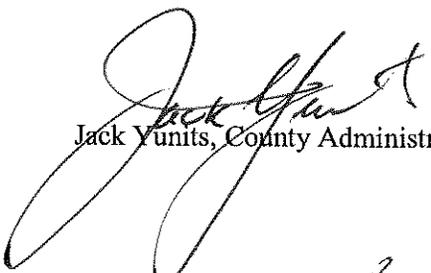
6. INTEGRATED INSTRUMENT

This Agreement shall take effect as an integrated instrument.

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

FOR BARNSTABLE COUNTY

FOR TOWN OF CHATHAM


Jack Yunits, County Administrator

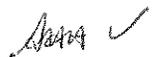

Jill Goldsmith, Town Manager

Date

12-6-18

Date

12/24/19



 12/20/18

TOWN OF CHATHAM

549 MAIN STREET

Chatham, MA 02633

Tel. (508) 945-5102 • Fax (508) 945-3550

THIS ORDER NUMBER
MUST APPEAR ON ALL
INVOICES, PACKING
LISTS AND PACKAGES

Purchase Order Number

2321

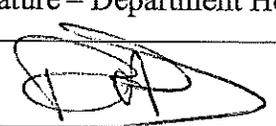
G/L Expense Account No.

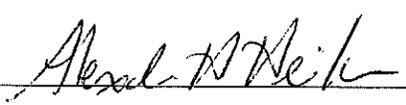
20-280-2810-5200

Vendor:	Barnstable County Barnstable County Dept. of Health & Environment 3195 Main St. Barnstable, MA 02630	
Vendor Number: 158		Date 12/20/2018

Send copy of invoice to: DEPARTMENT: Natural Resources	SHIP TO: Pleasant Bay Alliance c/o Town of Chatham Attn. Robert Duncanson, Ph.D. DNR 261 George Ryder Road Chatham, MA 02633
--	---

Quantity	Catalog Number	Description	Unit Price	Rec'd	Amount
1		Professional Services for SNEP Watershed Permit Grant Task per attached MOA.	NTE		\$26,410.00
		Shipping and handling			NA
		TOTAL			\$26,410.00

SALES TAX EXEMPTION NO. E 046-001-110	Signature - Originator	Signature - Department Head 
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INSTRUCTIONS TO VENDOR: 1. DO NOT BILL TWO OR MORE ORDERS ON SAME INVOICE. 2. INVOICE MUST SHOW NUMBER OF UNITS AND UNIT PRICE FOR EACH ITEM. 3. PURCHASE ORDER NUMBERS MUST APPEAR ON INVOICE. NO BILL WILL BE APPROVED FOR PAYMENT UNLESS THESE INSTRUCTIONS ARE CARRIED OUT.	THIS PURCHASE ORDER IS NOT VALID UNLESS SIGNED BY FINANCE DIRECTOR OR DESIGNEE 
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AGENDA ITEM 8b

Authorizing the execution of an amendment to a cooperative agreement with the Town of Chatham to do and perform all dredge related work for Fox Hill Channel for an amount not to exceed \$130,000.00, raising the maximum agreement amount to \$189,501.00

AMENDMENT TO AGREEMENT
between
BARNSTABLE COUNTY
and
TOWN OF CHATHAM

WHEREAS, Barnstable County, Massachusetts (“COUNTY”) and Town of Chatham (“TOWN”) entered into an Agreement (“Agreement”), effective as of 20 December 2017, pursuant to which the COUNTY is providing *dredging services* to the TOWN to maintain and improve Fox Hill Channel;

WHEREAS, the original budget for the dredging services was \$ 130,000.00 pursuant to the Agreement between the COUNTY and the TOWN;

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

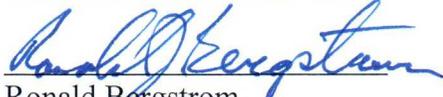
NOW THEREFORE, in accordance with Article V of the Agreement, the COUNTY and the Town, intending to be legally bound hereby, agree as follows:

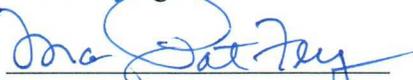
1. *Changes in Work.* The additional 4,577 cubic yards of dredging with revised total budget of \$ 189,501.00.
2. *Effect on Agreement.* All other provisions of the Agreement shall remain unchanged, binding, and effective.
3. *Counterparts.* This Amendment may be executed in two counterparts, each of which shall be deemed an original, and both of which, together, shall constitute one and the same instrument.

IN WITNESS WHEREOF, the parties have executed this Amendment to the Agreement between Barnstable County and the Town of Chatham effective as of the 23rd day of January, 2019.

BARNSTABLE COUNTY:

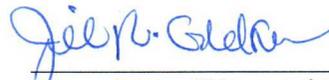
TOWN:


Ronald Bergstrom


Mary Pat Flynn


Ronald Beaty

Date: 01/23/19


Name/Title: Jill Goldsutt, Town Manager
Date: 1/17/19

 1/10/19

COOPERATIVE AGREEMENT
BETWEEN
BARNSTABLE COUNTY
AND THE TOWN OF CHATHAM

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

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

ARTICLE I. STATEMENT OF WORK

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

BARNSTABLE COUNTY AGREES:

1. To do and perform all dredge related work for Fox Hill Channel in accordance with the specifications, drawings and plans (Attachment I) up to a maximum contract amount of \$130,000.00. This is based on removing approximately 10,000 cubic yards of material at \$13.00 per cubic yard and the charge for mobilization/demobilization costs as set forth in Article III herein. Final and complete specifications, plans and drawings shall be provided to the County by the Town in a timely manner.
2. To observe, comply with, and be subject to all terms, conditions, requirements, and limitations of the specifications, plans, and drawings identified in Attachment I as applicable to dredging and rough placement of materials.
3. To provide a hydraulic dredge and all related equipment to conduct maintenance dredging for the Town, according to and guided by the specifications, plans, drawings as provided.
4. To pump dredge materials and provide rough beach placement of said materials at a rate of \$13.00 per cubic yard for standard dredge material using a booster pump. This price includes before and after dredge surveys to be performed by the County. The County warrants that the final surveys are performed for the limited purpose of substantiating dredge volumes and under no conditions should said surveys be utilized to delineate navigable channels. ~~The County shall provide the Town access to detailed survey work~~

RAB
12/16/17

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

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

THE TOWN OF CHATHAM AGREES:

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

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

BOTH BARNSTABLE COUNTY AND THE TOWN OF CHATHAM AGREE:

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

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

ARTICLE II. TERM OF AGREEMENT

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

ARTICLE III. PAYMENT TO COUNTY:

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

Mobilization costs for project;

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

100% movement/placement of dredge materials;

Demobilization costs for the project.

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

ARTICLE IV. WEATHER CONDITIONS

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

be made by the County in consultation with the Town.

ARTICLE V. CHANGES IN WORK

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

ARTICLE VI. COUNTY INSURANCE

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

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

ARTICLE VII. INDEMNIFICATION

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

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

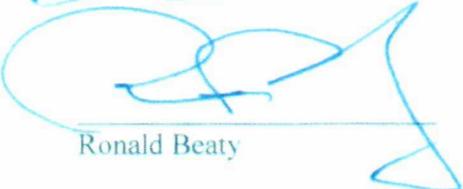
ARTICLE VIII TERMINATION

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

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

BARNSTABLE COUNTY
COMMISSIONERS:


Leo G. Pakounes


Ronald Beaty


Mary Pat Flynn

12/20/17
Date

TOWN OF CHATHAM


Jill R. Goldsmith

Town Manager
12/6/17
Date

 12/6/17
 12/6/17

COMMONWEALTH OF MASSACHUSETTS

BARNSTABLE, SS.

At the Superior Courthouse Building on the twenty-third day of January, A.D. 2019, in a regular meeting of the Barnstable County Board of Regional Commissioners, motion by Commissioner Beaty to authorize the execution of an amendment to a cooperative agreement with the Town of Chatham to do and perform all dredge related work for Fox Hill Channel for an amount not to exceed \$130,000.00, raising the maximum agreement amount to \$189,501.00, as presented, 2nd by Commissioner Flynn, approved 3-0-0

Ronald Bergstrom, Chair: Y

Mary Pat Flynn, Vice-Chair: Y

Ronald R. Beaty, Commissioner: Y

A true copy, Attest, January 24 , 2019



Janice O'Connell
Barnstable County Regional Clerk

AGENDA ITEM 8c

Authorizing the execution of a cooperative agreement with the Town of Mashpee to do and perform all dredge related work up to a maximum contract amount of \$65,000.00

COOPERATIVE AGREEMENT
BETWEEN
BARNSTABLE COUNTY
AND
TOWN OF MASHPEE

THIS AGREEMENT, made and entered into this _____ day of _____, 2019 by and between the County of Barnstable, hereinafter called the "County," and the Town of Mashpee.

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

ARTICLE I. STATEMENT OF WORK

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

BARNSTABLE COUNTY AGREES:

1. To do and perform all dredge related work for the Town of Mashpee in accordance with the specifications, drawings and plans (Attachment I) up to a maximum contract amount of \$65,000. This is based on removing up to approximately 5000 cubic yards of material at \$13.00 per cubic yard and the charge for mobilization/demobilization costs as set forth in Article III herein. Final and complete specifications, plans and drawings shall be provided to the County by the Town in a timely manner.
2. To observe, comply with, and be subject to all terms, conditions, requirements, and limitations of the specifications, plans, drawings, and permits identified in Attachment I as applicable to dredging and rough placement of materials.
3. To provide a hydraulic dredge and all related equipment to conduct maintenance dredging for the Town, according to and guided by the specifications, plans, drawings as provided.
4. To pump dredge materials and provide rough beach placement of said materials at a rate of \$13.00 per cubic yard for standard dredge material. This price includes before and after dredge surveys to be performed by the County. The County warrants that the final surveys are performed for the limited purpose of substantiating dredge volumes and under no conditions should said surveys be utilized to delineate navigable channels. The County shall provide the Town access to detailed survey work through Provincetown Coastal at the Town's request and at the Town's expense.

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

THE TOWN OF FALMOUTH AGREES:

1. To obtain all required federal, state, and local permits and approvals to conduct the dredge project.
2. To furnish all specifications, drawings, and plans required to perform the dredge project at the execution of this document. Said documents will be incorporated by reference as Attachment I.
3. To conduct required inspections and testing consistent with federal, state and local permits and approvals.
4. To inspect the County's on-site dredging work in a timely manner.
5. To obligate funds to conduct the dredging work specified in Attachment I.
6. To indemnify and hold harmless any party sustaining damage or loss resulting from the negligence of the Town with respect to the Town's performance of its obligations under this Agreement. No provisions in this agreement or otherwise shall be construed as a waiver of the limitations on the Town's liability under the Massachusetts Tort Claims

Act..

BOTH BARNSTABLE COUNTY AND THE TOWN OF MASHPEE AGREE:

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

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

ARTICLE II. TERM OF AGREEMENT

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

ARTICLE III. PAYMENT TO COUNTY:

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

Mobilization costs for project is 0% of total cost

100% movement/placement of dredge materials;

Demobilization costs for the project is 0% of total cost

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

ARTICLE IV. WEATHER CONDITIONS

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

ARTICLE V. CHANGES IN WORK

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

ARTICLE VI. COUNTY INSURANCE

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

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

ARTICLE VII. INDEMNIFICATION

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

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

ARTICLE VIII. TERMINATION

This Agreement may only be terminated after written mutual agreement to do so by both parties. The Town shall pay the County all costs incurred by the County to the date of termination, including staff time, review of documents and any other costs associated with the project up to said termination.

IN WITNESS WHEREOF, the TOWN and the COUNTY execute this Agreement this _____ day of _____, 2018.

BARNSTABLE COUNTY
COMMISSIONERS:

TOWN OF MASHPEE :

Ronald Bergstrom

Date

Ronald Beaty

Mary Pat Flynn

Date