

AGENDA PACKET
05/15/19 REGULAR MEETING



BARNSTABLE COUNTY

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

THE REGIONAL GOVERNMENT OF CAPE COD

Board of Regional Commissioners

REGULAR MEETING AGENDA



DATE: May 15, 2019

TIME: 10:00 A.M.

PLACE: East Wing Conference Room
Old Jail Building
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 May 1, 2019
 - b. Regular Meeting of May 8, 2019
6. General Business
 - a. Presentation by, and discussion with, Lev Malakhoff, Cape Cod Commission Senior Transportation Engineer, and Tom Cahir, Cape Cod Regional Transit Authority Director, regarding recent and upcoming efforts to enhance travel options in Barnstable County
 - b. Authorizing the proclaiming of the last week of June as “Cape Cod Smart Transportation Week”
 - c. 2019 Mercy Otis Warren Cape Cod Woman of the Year Award

- d. Authorizing the filing in the General Court of the Commonwealth of Massachusetts, of Bill HD.1969, An Act Relative to the unfunded pension liability for retired sheriff's department employees in Barnstable County
- e. Fiscal Year 2020 Barnstable County Tax Schedule
- f. Fiscal Year 2020 Barnstable County Environmental Protection Fund Tax Schedule
- g. Proposed Ordinance 19-__, repealing Ordinance 98-24 and substituting language in the Administrative Code of Barnstable County Section 2-13, Children's Cove

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 approval of Vacation Carryover Requests
 - b. Authorizing the transfer of title and the vehicle "the Explorer" and the transition of the Academic Explorer Program to the Museum of Natural History, Route 6a, Brewster
 - c. Authorizing the execution of an amendment to a contract, executed December 12, 2018 with ISCO Industries, for the supply, delivery and assembly of 4000 linear feet of new high-density polyethylene pipeline (HDPE) to be used by the County Dredge, increasing the contract amount by \$12,279.80 to a total of \$132,610.60
 - d. Authorizing the award of a contract to, and execution of a contract with, Grouper Marketing and Creative for Marketing Services for the Children's Cove for a period of July 1, 2019 through June 30, 2020 with the option to renew for two (2) additional one-year periods
 - e. Authorizing the award of contracts to, and execution of contracts with 1) St Peter Landscape, Inc; and 2) Vektorino's Landscaping and Irrigation, LLC; to provide general landscaping services at County properties for a three-year period from May 1, 2019 through April 30, 2022
 - f. Authorizing the award of a contract to, and execution of a contract with, United Elevator Company for Elevator Maintenance and Repair for

Barnstable County and other Political Subdivisions for a period from July 1, 2019 through June 30, 2019

- g. Authorizing the award of a contract to, and execution of a contract with, the responsive, responsible bidder offering the lowest price for Superior Court Roof Replacement
- h. 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/>



AGENDA ITEM 5a

Approval of Minutes: Regular Meeting of May 1, 2019

COMMONWEALTH OF MASSACHUSETTS

Barnstable, ss.

At a regular meeting of the Barnstable County Board of Regional Commissioners, held in the East Wing Conference Room, in the Old Jail Building, on the eighth day of May, A.D. 2019

Board Regional Commissioners:

Ronald R. Beaty Present

Ronald Bergstrom Present

Mary Pat Flynn Present

Staff Present:

Jack Yunits County Administrator

Steve Tebo Assistant County Administrator

Owen Fletcher Executive Assistant, Administration

Mary McIsaac Finance Director/County Treasurer

Ian Roberts Technical Support Specialist, Information Technology

1. Call to Order

Chairman Bergstrom called the meeting to order at 10:00 A.M.

2. Pledge of Allegiance

3. Moment of Silence

4. Public Comment

No members of the public offered comment.

5. Approval of Minutes

a. Regular Meeting of May 1, 2019

Motion by Commissioner Beaty to approve the minutes of the Board of Regional Commissioners' Regular Meeting of April 24, 2019 as presented, 2nd by Commissioner Flynn, approved 3-0-0

6. General Business

a. Discussion regarding the County's Other Post-Employment Benefits (OPEB) obligations, approve the OPEB Trust Agreement, and call the first meeting of the Board of Trustees of the OPEB Liability Trust

Motion by Commissioner Beaty to approve the Other Post-Employment Benefits (OPEB) Trust Agreement and call the first meeting of the Board of Trustees of the OPEB Liability Trust, as presented, 2nd by Commissioner Flynn, approved 3-0-0

Ms. McIsaac and Mr. Yunits explained the need for the Trust and detailed the benefits to the County's fiscal position of approving the trust. She also noted the composition of the membership, and the ability to hire private organizations to manage the fund.

b. Discussion regarding the Initial Public Involvement Plan Site Meeting for the County Fire and Rescue Training Academy, as well as a follow up on water usage at the facility

The Board discussed the costs and time concerns regarding moving the Academy to another site. He assured the Board that though the County decided to cease the use of water at the site, this only related to water used in training. Mr. Beaty expressed his concern that the County was not getting full credit for its actions to clean up the site. Anthony Pike, Orleans Fire Chief, and head of the Barnstable County Fire Chiefs Association addressed the Board regarding the public safety concerns of curtailing training at the site. Joe Maruca, Chief of the West Barnstable Fire Department clarified the nature of the water usage cessation. There was a lengthy discussion regarding the effects of training versus the effects of normal rainfall. Commissioner Beaty noted false information spread by certain members of the public regarding possible danger at the site. Mr. Tebo also addressed the Board regarding Massachusetts Department of Environmental Protection concerns at the site.

c. Ordinance 19-04, 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

Motion by Commissioner Beaty to approve Ordinance 19-04, 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, pursuant to Section 3 – 8 of the Barnstable County Home Rule Charter, as presented, 2nd by Commissioner Flynn, approved 3-0-0

d. Ordinance 19-05, Adopting an Operating Budget for the Cape Cod Commission for the Fiscal Year 2020

Motion by Commissioner Beaty to approve Ordinance 19-05, Adopting an Operating Budget for the Cape Cod Commission for the Fiscal Year 2020, pursuant to Section 3 – 8 of the Barnstable County Home Rule Charter, as presented, 2nd by Commissioner Flynn, approved 3-0-0

e. Ordinance 19-06, Adopting an Operating Budget for the Dredge Enterprise Fund for the Fiscal Year 2020

Motion by Commissioner Beaty to approve Ordinance 19-06, Adopting an Operating Budget for the Dredge Enterprise Fund for the Fiscal Year 2020, pursuant to Section 3 – 8 of the Barnstable County Home Rule Charter, as presented, 2nd by Commissioner Flynn, approved 3-0-0

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

There was no new business at this meeting.

8. Commissioners' Actions

a. Authorizing the appointment of Stephen Tebo, Assistant County Administrator, as the Barnstable County Chief Procurement Officer, effective May 15, 2019

Motion by Commissioner Beaty to authorize the appointment of Stephen Tebo, Assistant County Administrator, as the Barnstable County Chief Procurement Officer, effective May 15, 2019, as presented, 2nd by Commissioner Flynn, approved 3-0-0

Ms. Marczak explained the need for the positions detailed in Items 8a and 8b to the Board.

b. Authorizing the filling of three vacant positions in Facilities Department, due to early retirement – Working Supervisor, Maintenance and Repair Person and Equipment Specialist

c. Authorizing the execution of documents for a grant from the United States Department of Housing and Urban Development (HUD), in the amount of

\$427233.00, for the annual allocation award for HOME Program Year 2019, for a period from July 1, 2019 through June 30, 2020

- d. Authorizing the execution of documents for the HOME Program project closing for Little Pond Place, in the Town of Falmouth**
- e. Authorizing the award of a contract to Avenu Holdings Company; for Index Verification, Online Correction, Microfilm, Book Printing for the Barnstable County Registry of Deeds, for a period from July 1, 2019 through June 30, 2020**
- f. Authorizing the award of a contract to, and execution of a contract with, M&M Trucking for the transportation of Municipal Solid Waste (MSW) from Town Transfer Stations, for the Towns of Chatham and Eastham, for the period of July 1, 2019 through June 30, 2020, with the option to renew for two (2) additional one-year periods**
- g. Authorizing the award of a contract to Robert Childs, for the disposal of Construction and Demolition Waste from Town Transfer Stations, for the Towns of Chatham and Eastham, for the period of July 1, 2019 through June 30, 2020, with the option to renew for two (3) additional one-year periods**
- h. Authorizing the execution of a contract with WB Mason, for the Bulk Supply and Delivery of Copy Paper to schools in Barnstable County and Nantucket, for a one-year period from May 1, 2019 through April 30, 2020**
- i. Authorizing the award of a contract to, and execution of a contract with Browntech Inc., to provide computer Programming and Maintenance Services, eFiling Support and Online Streaming Backup/Disaster Recovery to the Barnstable County Registry of Deeds, for a period from July 1, 2019 through June 30, 2020, with two (2) one-year options to renew**
- j. Authorizing the award of a contract to, and execution of a contract with, FinePoint Associates LLC, to provide monitoring for Barnstable County HOME Consortium projects, for an amount not to exceed \$22,500.00 annually, for a period from July 1, 2019 through June 30, 2020, with two (2) one-year options to renew**
- k. Authorizing the award of a contract to, and execution of a contract with, Foth Cleengineering, for assistance to the County Dredge Department, for an amount not to exceed \$49,880.00, for a period through November 8, 2019, with two (2) one-year options to renew**
- l. Authorizing the execution of a contract with RJ Gabriel Construction Co, Inc., for Drainage and Guardrail Items, for a period from April 1, 2019 through March 31, 2020, with an option to renew for one (1) additional year**

- m. Authorizing the execution of a contract with Steelco Chain Link Fence Erecting Co., Inc., for Drainage and Guardrail Items, for a period from April 1, 2019 through March 31, 2020, with an option to renew for one (1) additional year**
- n. Authorizing the execution of a contract with Premier Fence LLC, for Drainage and Guardrail Items, for a period from April 1, 2019 through March 31, 2020, with an option to renew for one (1) additional year**
- o. Authorizing the execution of Certificates for Dissolving Septic Betterments**

Motion by Commissioner Beaty to approve Items 8c through 8o as listed on the Revised Agenda for the Board Regional Commissioners' Regular Meeting of May 8, 2019 as presented, 2nd by Commissioner Flynn, approved 3-0-0

9. Commissioners' Reports

Chairman Bergstrom spoke regarding the need for reports soon to the Town Board's of selectman.

10. County Administrator and Staff Reports

Mr. Tebo updated the Board on the status of the County Dredge schedule.

11. Adjournment

Barnstable, ss. at 11:08 A.M. on this eighth day of May A.D. 2019, Commissioner Beaty made a motion to adjourn, 2nd by Commissioner Flynn, approved 3-0-0

List of Documents:

- Barnstable County Other Post-Employment Benefits Trust Agreement
- Ordinance 19-04, 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
- Ordinance 19-05, Adopting an Operating Budget for the Cape Cod Commission for the Fiscal Year 2020
- Ordinance 19-06, Adopting an Operating Budget for the Dredge Enterprise Fund for the Fiscal Year 2020

- Memorandum dated May 7, 2019 to the County Commissioners from Justyna Marczak, Human Resources Director regarding a Chief Procurement Officer Appointment
- Memorandum dated May 7, 2019 to the County Commissioners from Justyna Marczak, Human Resources Director regarding Filling Facilities Department Vacant Position
- Memorandum to Jack Yunits, County Administrator, and the County Commissioners from Renie Hamman, HOME Program Manager regarding Barnstable County HOME Program HUD 2019 Allocation / Certifications to be Signed, dated May 2, 2019
- Application for Federal Assistance SF-424
- Memorandum to the Jack Yunits, County Administrator, and the County Commissioners from Irene Hamman, Barnstable County, from Attorney Michael Dutton, dated May 2, 2019 regarding HOME Consortium documents/Little Pond project
- Little Pond Project Closing Documents
- Memorandum dated May 1, 2019 to the County Commissioners from Elaine Davis, Chief Procurement Officer, regarding a Notice of Bid Award to Avenu Holdings Company; for Index Verification, Online Correction, Microfilm, Book Printing for the Barnstable County Registry of Deeds
- Agreement between Barnstable County and Conduent Enterprise Solutions, an Avenu Holdings Company for Index Verification, Online Correction, Microfilm, Book Printing for the Barnstable County Registry of Deeds
- Memorandum dated May 3, 2019 to the County Commissioners from Elaine Davis, Chief Procurement Officer, regarding a Notice of Bid Award to M&M Trucking for the transportation of Municipal Solid Waste (MSW) from Town Transfer Stations, for the Towns of Chatham and Eastham
- Memorandum dated May 3, 2019 to the County Commissioners from Elaine Davis, Chief Procurement Officer, regarding a Notice of Bid Award to Robert Childs, for the disposal of Construction and Demolition Waste from Town Transfer Stations, for the Towns of Chatham and Eastham
- Agreement between Barnstable County and WB Mason, Co., Inc for the Bulk Supply and Delivery of Copy Paper to schools in Barnstable County and Nantucket
- Memorandum dated May 1, 2019 to the County Commissioners from Elaine Davis, Chief Procurement Officer, regarding a Notice of Bid Award to Browntech, to provide computer Programming and Maintenance Services, eFiling Support and Online Streaming Backup/Disaster Recovery to the Barnstable County Registry of Deeds
- Agreement between Barnstable County and Browntech, Inc. to provide computer Programming and Maintenance Services, eFiling Support and Online Streaming Backup/Disaster Recovery to the Barnstable County Registry of Deeds
- Memorandum dated April 29, 2019 to the County Commissioners from Elaine Davis, Chief Procurement Officer, regarding a Notice of Bid Award to FinePoint Associates LLC to provide monitoring for Barnstable County HOME Consortium projects
- Agreement between Barnstable County and FinePoint Associates LLC to provide monitoring for Barnstable County HOME Consortium projects
- Memorandum dated May 1, 2019 to the County Commissioners from Elaine Davis, Chief Procurement Officer, regarding a Notice of Bid Award to Foth Cleengineering, for assistance to the County Dredge Department

- Agreement between Barnstable County and Foth Cleengineering, for assistance to the County Dredge Department
- Agreement between Barnstable County and RJ Gabriel Construction Co., Inc, for assistance to the County Dredge Department for Drainage and Guardrail Items
- Agreement between Barnstable County and Steelco Chain Link Fence Erecting Co., Inc., for assistance to the County Dredge Department for Drainage and Guardrail Items
- Agreement between Barnstable County Premier Fence LLC, for assistance to the County Dredge Department for Drainage and Guardrail Items
- Memorandum dated May 7, 2019 to the County Commissioners from the Community Septic Management Loan Program regarding Certificates for Dissolving Septic Betterments

Approved, Board of Regional Commissioners:

Ronald Bergstrom, Chair

Mary Pat Flynn, Vice-Chair

Ronald R. Beaty, Commissioner

Date

The foregoing records have been read and approved, _____, 20__.

A true copy, attest:

Janice O'Connell, Regional Clerk

AGENDA ITEM 5b

Approval of Minutes: Regular Meeting of May 8, 2019

COMMONWEALTH OF MASSACHUSETTS

Barnstable, ss.

At a regular meeting of the Barnstable County Board of Regional Commissioners, held in the East Wing Conference Room, in the Old Jail Building, on the first day of May, A.D. 2019

Board Regional Commissioners:

Ronald R. Beaty Present

Ronald Bergstrom Present

Mary Pat Flynn Present

Staff Present:

Jack Yunits County Administrator

Steve Tebo Assistant County Administrator

Owen Fletcher Executive Assistant, Administration

Mary McIsaac Finance Director/County Treasurer

Andrew Platt Interim AmeriCorps Program Coordinator, Resource Development Office

Heather Harper Community Design/Affordable Housing Specialist, Cape Cod Commission

Ian Roberts Technical Support Specialist, Information Technology

1. Call to Order

Chairman Bergstrom called the meeting to order at 10:00 A.M.

2. Pledge of Allegiance

3. Moment of Silence

4. Public Comment

No members of the public offered comment.

5. Approval of Minutes

a. Regular Meeting of April 24, 2019

Motion by Commissioner Beaty to approve the minutes of the Board of Regional Commissioners' Regular Meeting of April 24, 2019 as presented, 2nd by Commissioner Flynn, approved 3-0-0

6. General Business

a. Discussion regarding the AmeriCorps Cape Cod Advisory Board

Mr. Platt discussed the history of the AmeriCorps Cape Cod Advisory Board with the Board of Regional Commissioners. Commissioner Beaty, as the Regional Commissioner representative to the Advisory Board, noted recent issues with obtaining a quorum for the Advisory Board's meeting. The Board also discussed the possible drafting of a new ordinance and asked that one be prepared.

b. Discussion regarding County Historical Documents

Motion by Commissioner Beaty to deliver to the Sturgis Library said original historical artifact, signed by James Otis permanently on loan for safekeeping, research, and public observance as deemed necessary with a framed copy of the original required to be provided for the County to display, as presented, 2nd by Commissioner Flynn, approved 3-0-0

Mr. Yunits explained that the County asked that Sturgis Library keep the document for safekeeping last year. He asked that the Board formalize the document's transfer, create a copy, and note that the original is in the possession of the library. Commissioner Beaty asked that the retention of the County's historical documents be formalized. Lucy Loomis, Sturgis Library Director, addressed the Board and assured the Board the documents were safe, but had not yet been formally catalogued, or preserved.

c. Discussion regarding water usage at the County Fire Rescue Training Academy

Mr. Yunits detailed the County's discussions with the Town of Barnstable, County Delegate Patrick Princi, and the Massachusetts Department of Environmental protection. Mr. Yunits also explained that County decided to cease the use of water at the site due to the concerns of Hyannis residents. Further, he noted that there is currently no concrete scientific evidence that its use is causing contamination. However, he argued the County wished to ensure that there was no cloud looming over the activities of the firefighter training there. Commissioner Beaty expressed his feeling that the County should have

waited for action by the Board before acting. Mr. Yunits reported that the County's Licensed Site Professional has found that the water from the wells the County cleaned are the cleanest in the water system. Chairman Bergstrom decried the press coverage on this issue for whipping up unneeded public fear.

d. Proposed Ordinance 19-__, Add to the County's operating budget for Fiscal Year 2019, by making a supplemental appropriation in the amount \$500,000.00 to the County Fire Rescue Training Academy Clean-up Fund

Motion by Commissioner Beaty to authorize the introduction of Proposed Ordinance 19-__ (to be numbered), adding to the County's operating budget for Fiscal Year 2019, by making a supplemental appropriation in the amount \$500,000.00 to the County Fire Rescue Training Academy Clean-up Fund at the next meeting of the County Assembly of Delegates, pursuant to Section 2 – 8(e) of the Barnstable County Home Rule Charter, as presented, 2nd by Commissioner Flynn, approved 3-0-0

e. Proposed Ordinance 19-__, Authorizing the borrowing of \$1,300,000.00 to purchase a new County Dredge

Motion by Commissioner Beaty to authorize the introduction of Proposed Ordinance 19-__ (to be numbered), authorizing the borrowing of \$1,300,000.00 to purchase a new County Dredge at the next meeting of the County Assembly of Delegates, pursuant to Section 2 – 8(e) of the Barnstable County Home Rule Charter, as presented, 2nd by Commissioner Flynn, approved 3-0-0

Mr. Yunits explained the state of the County Dredge and the need for an additional dredge to meet the County's schedule.

f. Proposed Ordinance 19-__, Appropriating funds in the amount of \$850,000.00 to fund the County's Other Post-Employment Benefits (OPEB) Trust Fund

Motion by Commissioner Beaty to authorize the introduction of Proposed Ordinance 19-__ (to be numbered), appropriating funds in the amount of \$850,000.00 to fund the County's Other Post-Employment Benefits (OPEB) Trust Fund, as presented, 2nd by Commissioner Flynn, approved 3-0-0

Ms. McIsaac and Mr. Yunits explained the need for this ordinance. They spoke regarding the benefits and workings of the proposed trust.

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

There was no new business at this meeting.

8. Commissioners' Actions

- a. **Authorizing the appointment of Rob Brennan, Peter Karlson and Sheryl Walsh as members; and Duane Fotheringham and Tammi Jacobsen as alternates; to a Grants Subcommittee of the Barnstable County Economic Development Council (BCEDC) as recommended by the BCEDC**

Motion by Commissioner Beaty to the appointment of Rob Brennan until December 31, 2020, Peter Karlson until December 31, 2020 and Sheryl Walsh until December 31, 2019 as members; and Duane Fotheringham and Tammi Jacobsen as alternates until December 31, 2019; to a Grants Subcommittee of the Barnstable County Economic Development Council (BCEDC) as recommended by the BCEDC, as presented, 2nd by Commissioner Flynn, approved 3-0-0

Ms. Harper spoke regarding the terms, and the need for an updating of the terms

- b. **Authorizing the execution of a contract for Drainage Structures and Hot Mix to Aggregate Industries – Northeast**
- c. **Authorizing the execution of a contract with the Massachusetts Department of Children and Families for a grant to Children's Cove, in the amount of \$75,400, from July 1, 2019 through June 30, 2020, for its sexual abuse investigative network (SAIN) initiative**
- d. **Authorizing the creation of a new fund for a grant from the Massachusetts Department of Agricultural Resources (MDAR) Southeastern Massachusetts Aquaculture Center (SEMAC), to the Cape Cod Cooperative Extension, for water quality monitoring and Disease Research for Shellfish, in the amount of \$29,900.00 for a period through June 30, 2019**
- e. **Authorizing the award and execution of a contract with Cape Cod Biofuels for the supply and Delivery of Fuel Oil to Barnstable County and other Political Subdivisions for the period of July 1, 2019 through June 30, 2020**
- f. **Authorizing the award and execution of contracts on behalf of water districts in Barnstable County for the supply and delivery of Caustic-Potash (potassium Hydroxide – KOH), Hydrated Lime, Citric Acid, Sodium Hypochlorite, Methanol Solution and Sodium Hydroxide to Coyne Chemical; Shannon Chemical; Borden & Remington Corp; and NBC Distributors for the period of July 1, 2019 through June 30, 2020**
- g. **Authorizing the execution of Certificates for Dissolving Septic Betterments**

Motion by Commissioner Beaty to approve Items 8b through 8g as listed on the Revised Agenda for the Board Regional Commissioners' Regular Meeting of May 8, 2019 as presented, 2nd by Commissioner Flynn, approved 3-0-0

9. Commissioners' Reports

The Commissioners provided no reports.

10. County Administrator and Staff Reports

Mr. Yunits discussed a recent meeting of the Barnstable Conservation Commission Meeting, a panel he participated in on the County Dredge, and the upcoming County Initial Public Involvement Plan Site Meeting for the County Fire and Rescue Training Academy

11. Adjournment

Barnstable, ss. at 11:23 A.M. on this first day of May A.D. 2019__, Commissioner Beaty made a motion to adjourn, 2nd by Commissioner Flynn, approved 3-0-0

List of Documents:

- Draft Minutes for the Board of Regional Commissioners' Regular Meeting of April 24, 2019
- Proposed Ordinance 19-__, Adding to the County's operating budget for Fiscal Year
- Proposed Ordinance 19-__, Authorizing the borrowing of \$1,300,000.00 to purchase a new County Dredge Barnstable County Other Post-Employment Benefits Trust Agreement
- Proposed Ordinance 19-__, Appropriating funds in the amount of \$850,000.00 to fund the County's Other Post-Employment Benefits (OPEB) Trust Fund
- Appointments of Rob Brennan, Peter Karlson and Sheryl Walsh as members; and Duane Fotheringham and Tammi Jacobsen as alternates; to a Grants Subcommittee of the Barnstable County Economic Development Council (BCEDC) as recommended by the BCEDC
- Agreement between Barnstable County and Aggregate Industries - Northeast, for Drainage Structures and Hot Mix
- Contract with the Massachusetts Department of Children and Families for a grant to Children's Cove, in the amount of \$75,400, from July 1, 2019 through June 30, 2020, for its sexual abuse investigative network (SAIN) initiative
- Memorandum dated April 30, 2019 to the County Commissioners from Julie Ferguson regarding a New Fund Memo for Semac Grant
- Memorandum dated April 24, 2019 to the County Commissioners from Elaine Davis, Chief Procurement Officer, regarding a Notice of Bid Award to Cape Cod Biofuels, for the Supply and Delivery of Fuel Oil
- Agreement between Barnstable County and Cape Cod Biofuels, for the Supply and Delivery of Fuel Oil
- Memorandum dated April 24, 2019 to the County Commissioners from Elaine Davis, Chief Procurement Officer, regarding a Notice of Bid Award to Cape Cod Biofuels, for the Supply and Delivery of Fuel Oil

- Agreement between Barnstable County and Cape Cod Biofuels, for the Supply and Delivery of Fuel Oil
- Authorizing the award and execution of contracts on behalf of water districts in Barnstable County for the supply and delivery of Caustic-Potash (potassium Hydroxide – KOH), Hydrated Lime, Citric Acid, Sodium Hypochlorite, Methanol Solution and Sodium Hydroxide to Coyne Chemical; Shannon Chemical; Borden & Remington Corp; and NBC Distributors for the period of July 1, 2019 through June 30, 2020
- Memorandum dated April 24, 2019 to the County Commissioners from Elaine Davis, Chief Procurement Officer, regarding a Notice of Bid Award to Coyne Chemical; Shannon Chemical; Borden & Remington Corp; and NBC Distributors on behalf of water districts in Barnstable County for the supply and delivery of Caustic-Potash (potassium Hydroxide – KOH), Hydrated Lime, Citric Acid, Sodium Hypochlorite, Methanol Solution and Sodium Hydroxide
- Agreement between Barnstable County and Coyne Chemical, for the supply and delivery of Caustic-Potash (potassium Hydroxide – KOH), Hydrated Lime, Citric Acid, Sodium Hypochlorite, Methanol Solution and Sodium Hydroxide to behalf of water districts in Barnstable County
- Agreement between Barnstable County and Shannon Chemical, for the supply and delivery of Caustic-Potash (potassium Hydroxide – KOH), Hydrated Lime, Citric Acid, Sodium Hypochlorite, Methanol Solution and Sodium Hydroxide to behalf of water districts in Barnstable County
- Agreement between Barnstable County and NBC Distributors, for the supply and delivery of Caustic-Potash (potassium Hydroxide – KOH), Hydrated Lime, Citric Acid, Sodium Hypochlorite, Methanol Solution and Sodium Hydroxide to behalf of water districts in Barnstable County
- Memorandum dated April 30, 2019 to the County Commissioners from the Community Septic Management Loan Program regarding Certificates for Dissolving Septic Betterments

Approved, Board of Regional Commissioners:

Ronald Bergstrom, Chair

Mary Pat Flynn, Vice-Chair

Ronald R. Beaty, Commissioner

Date

The foregoing records have been read and approved, _____, 20__.

A true copy, attest:

Janice O'Connell, Regional Clerk

AGENDA ITEM 6b

Authorizing the proclaiming of the last week of June as “Cape Cod Smart Transportation Week”



A Proclamation

by the
Barnstable County Commissioners
2019

Whereas, many commuters who travel by alternative transportation employ a clean, quiet, and efficient mode of transportation while saving on the costs of fuel, automotive maintenance, and parking; and,

Whereas, bicycling and walking for transportation improves air quality for all and incorporates a healthy form of exercise into an individual's daily routine;

Whereas, those who bicycle, walk, or ride transit to their destinations never experience parking shortages and do not contribute to traffic jams; and,

Whereas, the Cape Cod economy is enhanced by pedestrian and bicycle tourism and services; and,

Whereas, global climate change is one of the most pressing environmental issues of our time and traveling by alternative transportation is an effective means to reduce emissions of greenhouse gases; and,

Whereas, safe bicycle and pedestrian facilities, both on and off the road, benefit all travellers; and,

Whereas, Barnstable County promotes bicycling, walking, ridesharing, and transit as viable means of transportation by supporting construction of pedestrian and bicycle facilities and accommodating bicycles and pedestrians in transportation projects when feasible, and through programs to increase ridesharing and transit use,

Now, therefore, we, the Barnstable County Commissioners do hereby proclaim the week of June 23 – 29 as

Cape Cod Smart Transportation Week,

And do proclaim Wednesday, June 26, as

Cape Cod Smart Transportation Day,

And urge all citizens of Barnstable County to be cognizant of this event and to participate fittingly in its observance.

Given at the Barnstable County Superior Courthouse, this 15th day of May, in the year two thousand and nineteen, and of the Independence of the United States of America, the two hundred and forty-third.

By the County Commissioners,

Ronald Bergstrom
Chair

Mary Pat Flynn
Vice-Chair

Ronald R. Beaty
Commissioner

AGENDA ITEM 6d

Authorizing the filing in the General Court of the Commonwealth of Massachusetts, of Bill HD.1969, An Act Relative to the unfunded pension liability for retired sheriff's department employees in Barnstable County

HOUSE No.

The Commonwealth of Massachusetts

PRESENTED BY:

Sarah K. Peake

To the Honorable Senate and House of Representatives of the Commonwealth of Massachusetts in General Court assembled:

The undersigned legislators and/or citizens respectfully petition for the adoption of the accompanying bill:

An Act relative to the unfunded pension liability for retired sheriff’s department employees in Barnstable county.

PETITION OF:

NAME:	DISTRICT/ADDRESS:
<i>Sarah K. Peake</i>	<i>4th Barnstable</i>
<i>William L. Crocker, Jr.</i>	<i>2nd Barnstable</i>
<i>David T. Vieira</i>	<i>3rd Barnstable</i>
<i>Julian Cyr</i>	<i>Cape and Islands</i>

HOUSE No.

By Ms. Peake of Provincetown, a petition (subject to Joint Rule 9) of Sarah K. Peake and others relative to the unfunded pension liability for retired sheriff’s department employees in Barnstable County. Public Service.

The Commonwealth of Massachusetts

In the One Hundred and Ninety-First General Court
(2019-2020)

An Act relative to the unfunded pension liability for retired sheriff’s department employees in Barnstable county.

Be it enacted by the Senate and House of Representatives in General Court assembled, and by the authority of the same, as follows:

SECTION 1. Chapter 64D of the General Laws, as appearing in the 2014 official edition, is hereby amended by inserting the following new section:

Section 11A. There shall be established upon the books of Barnstable county, being a county of a transferred sheriff, the government of which county has not been abolished by chapter 34B or other law, a fund, maintained separate and apart from all other funds and accounts of each county, to be known as the Deeds Excise Fund.

[Second paragraph effective until July 1, 2014. For text effective July 1, 2024 see below.]

Notwithstanding any general or special law to the contrary, in Barnstable county, in any year in which its minimum obligation to fund from its own revenues the operation of the sheriff's office is insufficient to satisfy the unfunded county pension liabilities and other benefit liabilities of retired employees of the sheriff's office, as determined by agreement of the secretary of administration and finance, the actuary of the Public Employee Retirement Administration Commission, the retirement association and their actuary and the county treasurer, beginning in fiscal year 2020, the county shall retain and shall transfer to the Deeds Excise Fund in which it shall be held separate and apart from all other funds and from which it shall be appropriated solely for this purpose, an amount of the State deeds excise collected in that county necessary as determined by agreement of the secretary of administration and finance, the actuary of the Public Employee Retirement Administration Commission, the retirement associations and their actuary and the county treasurer to meet its annual retirement assessment, which shall include the county's required maintenance of effort for the fiscal year and to satisfy the unfunded county pension liabilities and other benefit liabilities of retired employees of the sheriff's office until the minimum obligation is sufficient or until the county has paid such unfunded liability in full.

[Third paragraph effective July 1, 2024. For text effective until July 1, 2024 see above.]

Notwithstanding any general or special law to the contrary, in Barnstable county, in any year in which its minimum obligation to fund from its own revenues the operation of the sheriff's office is insufficient to satisfy the unfunded county pension liabilities and other benefit liabilities of retired employees of the sheriff's office, as determined by agreement of the secretary of administration and finance, the actuary of the Public Employee Retirement Administration Commission, the retirement association and their actuary and the county treasurer, beginning in fiscal year 2020, the county shall retain and shall transfer to the Deeds Excise Fund in which it shall be held separate and apart from all other funds and from which it shall be appropriated solely for this purpose, an amount of the State deeds excise collected in that county necessary as determined by agreement of the secretary of administration and finance, the actuary of the Public Employee Retirement Administration

Commission, the retirement associations and their actuary and the county treasurer to meet its annual retirement assessment, which shall include the county's required maintenance of effort for the fiscal year plus an additional 10 percent of the combined maintenance of effort for fiscal year 2010 to fiscal year 2019 and to satisfy the unfunded county pension liabilities and other benefit liabilities of retired employees of the sheriff's office until the minimum obligation is sufficient or until the county has paid such unfunded liability in full.

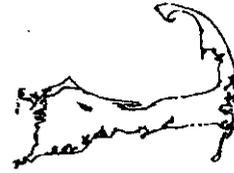
SECTION 2. This act shall take effect upon its passage.

AGENDA ITEM 6e

Fiscal Year 2020 Barnstable County Tax Schedule



COUNTY OF BARNSTABLE
FINANCE DEPARTMENT
SUPERIOR COURTHOUSE
P.O. BOX 427
BARNSTABLE, MA 02630



Mary T. McIsaac
Director of Finance / Treasurer

Patricia Rogers
Assistant Treasurer
T: 508-375-6645
F: 508-362-4136
trogers@barnstablecounty.org

DATE: May 15, 2019
TO: County Commissioners
FROM: Mary McIsaac *MM*
CC: Tricia Rogers
SUBJECT: Approval of the FY2020 County Tax Schedule

Please VOTE to assess the towns within the County under the provisions of the Barnstable County Home Rule Charter, the amount of \$3,363,170.00, as the County Tax for the County of Barnstable for the period of July 1, 2019 through June 30, 2020.

This reflects the statutorily allowable 2.5% increase in the Barnstable County Tax as defined by Massachusetts General Laws.

Barnstable	572,097
Bourne	184,316
Brewster	157,028
Chatham	282,458
Dennis	276,713
Eastham	113,941
Falmouth	472,998
Harwich	218,307
Mashpee	214,956
Orleans	162,773
Provincetown	117,771
Sandwich	164,688
Truro	88,089
Wellfleet	96,706
Yarmouth	<u>240,329</u>
Total	3,363,170

Ronald Bergerstrom
Chair

Mary Pat Flynn
Vice-Chair

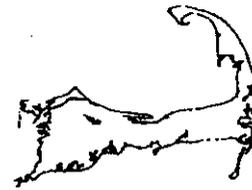
Ronald R. Beaty
Commissioner

AGENDA ITEM 6f

Fiscal Year 2020 Barnstable County Environmental Protection Fund Tax
Schedule



COUNTY OF BARNSTABLE
FINANCE DEPARTMENT
SUPERIOR COURTHOUSE
P.O. BOX 427
BARNSTABLE, MA 02630



Mary T. McIsaac
Director of Finance / Treasurer

Patricia Rogers
Assistant Treasurer
T: 508-375-6645
F: 508-362-4136
trogers@barnstablecounty.org

DATE: May 15, 2019
TO: County Commissioners
FROM: Mary McIsaac *MM*
CC: Tricia Rogers
SUBJECT: Approval of the FY20 Environmental Protection Fund Tax Schedule

Please VOTE to assess the towns within the County under the provisions of the Barnstable County Home Rule Charter, the amount of \$3,605,776.00, as the Environmental Protection Fund Tax for the County of Barnstable for the period of July 1, 2019 through June 30, 2020. This does reflect the statutorily allowable 2.5% increase in the Environmental Protection Fund Tax as defined by Massachusetts General Laws.

Barnstable	613,367.00
Bourne	197,612.00
Brewster	168,354.00
Chatham	302,835.00
Dennis	296,676.00
Eastham	122,159.00
Falmouth	507,117.00
Harwich	234,056.00
Mashpee	230,462.00
Orleans	174,514.00
Provincetown	126,266.00
Sandwich	176,568.00
Truro	94,443.00
Wellfleet	103,682.00
Yarmouth	<u>257,665.00</u>
Total	3,605,776.00

Leo G. Cakounes
Chair

Ronald R. Beaty
Vice-Chair

Mary Pat Flynn
Commissioner

AGENDA ITEM 6g

Proposed Ordinance 19-__, repealing Ordinance 98-24 and substituting language in the Administrative Code of Barnstable County Section 2-13, Children's Cove

BARNSTABLE COUNTY

In the Year Two Thousand Nineteen

Proposed Ordinance 19 - ____

To repeal Ordinance 98-24 and substitute the following language in the Administrative Code of Barnstable County Section 2-13 Children's Cove

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

Section 2-13 Children's Cove

(a) Department Generally

There shall be a Children's Cove and the Islands Advocacy Center under the direction of the Director of Children's Cove. Children's Cove area of service is the Cape and Islands District Attorney's Office jurisdictional boundaries: Barnstable, Dukes, and Nantucket counties within the Commonwealth of Massachusetts.

(b) Director of Children's Cove

The Board of County Commissioners shall appoint a Director of Children's Cove.

(c) Children's Cove Services

Children's Cove: The Cape Cod and the Islands Advocacy Center shall be the Child Advocacy Center located on Cape Cod. This department shall be developed and continued through a working partnership among Barnstable County, the Cape and the Islands District Attorney's Office, the Massachusetts Department of Children and Families, the Massachusetts Department of Mental Health, and Cape Cod Healthcare. Children's Cove shall house the Sexual Abuse Investigation Network (SAIN) for Barnstable County and provide multidisciplinary investigation into children's sexual abuse. Children's Cove shall also coordinate the provision of services to victims and their families, provide education to families and the community, fellow professionals and the public on issues concerning the prevention, intervention and investigation of child sexual abuse, physical abuse, witness to domestic violence and child exploitation and trafficking

To insure confidentiality to those citizens served, special and ongoing investigations, treatment and client history where applicable, Children's Cove, its employees, and advisory board members shall be prohibited, in the interest of public safety, from making unauthorized public communications regarding past and ongoing matters under review by Children's Cove.

(d) Powers and Responsibilities of the Director of Children's Cove

The Director is responsible for and has the power to

- Plan, organize and manage the Cove
- Direct the operations of the facility

- Supervise and train staff and volunteers
- Manage all financial matters of the Cove including department budget, grants, fundraising and required reports
- Ensure compliance with policies and procedures of all program areas and with county policies
- Appoint individuals to an Advisory Board to advise and make recommendations on matters that are within the decision-making power and responsibilities of the Director

The Director of the Children’s Cove is authorized to appoint individuals to an Advisory Board for the purpose of advising the Director on decisions that are within the powers and responsibilities of the Director

(e) Barnstable County

Notwithstanding the revised role and responsibilities of the Director and the Board, Children’s Cove shall remain a department of Barnstable County Government in all aspects and shall operate in accordance with Barnstable County’s administrative and budgetary procedures as devised under its Charter and the Administrative Code including all personnel policy and procedures as approved by the Board of Regional Commissioners. The Director of Children’s Cove shall report to the County Administrator and the Director shall update the Board of Regional Commissioners as necessary.

Approved by the Board of County Commissioners on _____, at _____
Date Time

Ronald Bergstrom, Chair

Mary Pat Flynn, Vice-Chair

Ronald R. Beaty, Commissioner

AGENDA ITEM 8e

Authorizing the award of contracts to, and execution of contracts with 1) St Peter Landscape, Inc; and 2) Vektorino's Landscaping and Irrigation, LLC; to provide general landscaping services at County properties for a three-year period from May 1, 2019 through April 30, 2022



COUNTY OF BARNSTABLE
SUPERIOR COURTHOUSE
P.O BOX 427
BARNSTABLE, MASSACHUSETTS 02630

Justyna Marczak
Human Resources Director
Office: (508)375-6646
Fax: (508) 362-4136
jmarczak@barnstablecounty.org

Date: 5/15/19
To: Barnstable County Commissioners
From: Justyna Marczak, Human Resources Director
Re: FY 19 Vacation Carry Over

Pursuant to Chapter 8.3 (g) of the Barnstable County Personnel Policies and Procedures Manual, yearly vacation allowances of 10 days may be carried over for one succeeding year. Any additional carry over request beyond 10 days must be approved by the County Commissioners and used by September 30. Below is the list of employees who wish to carry over FY19 vacation. Please note that the actual carry over balance may be less than noted below. All vacation carry over will be used by the date indicated, no additional extensions will be granted.

Cape Cod Commission

Name	Carried over hours	to be used by
Gail Coyne	90 hours	September 30, 2019
Heather Harper	15 hours	September 30, 2019
Jon Idman	15 hours	September 30, 2019
Teresa McIntyre	37.5 hours	September 30, 2019
Jessica Wielgus	15 hours	September 30, 2019

Children's Cove

Name	Carried over hours	to be used by
Lenny Fontes	45 hours	September 30, 2019

Health & Environment Department

Name	Carried over hours	to be used by
Sean O'Brien	75 hours	September 30, 2019
Angela do Carmo	45 hours	September 30, 2019

Approved by the County Commissioners on _____, 2019.

Ronald Bergstrom
Chair

Mary Pat Flynn
Vice Chair

Ron Beaty
Commissioner

AGENDA ITEM 8b

Authorizing the transfer of title and the vehicle “the Explorer” and the transition of the Academic Explorer Program to the Museum of Natural History, Route 6a, Brewster



Superior Courthouse
P.O. Box 427
Barnstable, MA 02630

SURPLUS EQUIPMENT REQUEST

Date: May 7, 2019
To: John Yunits, County Administrator
From: Michael S. Maguire, Director, Cape Cod Cooperative Extension
Subject: Surplus

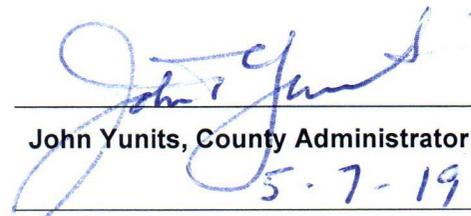
Check the appropriate boxes.

Please authorize and declare:

- | | |
|-------------------------------------|--|
| <input checked="" type="checkbox"/> | The equipment listed below as surplus because it is no longer in use. |
| <input type="checkbox"/> | The equipment listed below as surplus because it has been determined by the Department Manager to have reached the end of its useful life. |
| <input type="checkbox"/> | Please also authorize the Chief Procurement Officer for Barnstable County to prepare and execute a public bid as necessary. |

Model Number &/or Description, e.g. "Printer"	Serial # (if applicable)	Make, Year (if applicable)	Mileage (if applicable)	Estimated Value
8314CVA	3FCMF53S8XJA03229	1998	26,200	\$5,000


Department Manager (signature)
5-7-19
Date


John Yunits, County Administrator
5-7-19
Date



GULFSTREAM COACH, INC.

P.O. Box 1005 • Nappanee, IN 46550 • (219) 773-7761

SUBSEQUENT OWNER WARRANTY REGISTRATION

DATE OF PURCHASE 52-8-A-8314CVA-26249 GULF STREAM COACH SERIAL NO. 8314CVA MODEL 1998 YEAR 31 LENGTH

3FGMF5358XJA03229 CHASSIS SERIAL NUMBER FORD CHASSIS MANUFACTURER 775 MILEAGE

THIS PRODUCT WILL BE WARRANTED IN THE NAME OF: SUBSEQUENT OWNER

DEALER

Barnstable County

Complete RV Service Center, Inc

SUBSEQUENT OWNER'S NAME (LAST, FIRST, MIDDLE)

SELLING DEALER

DEALER NUMBER

REGULAR MAILING ADDRESS - STREET OR P.O. BOX

REGULAR MAILING ADDRESS - STREET OR P.O. BOX

Barnstable, MA 02630

Medford, New York 11763

CITY STATE ZIP

CITY STATE ZIP

508/3621251 ext 351

516/6987770

COUNTY TELEPHONE (AREA CODE)

TELEPHONE (AREA CODE)

TYPE OR PRINT ALL ENTRIES

DEALER

I certify that the tests and inspections listed below were performed as described in the Pre-Delivery Manual. The unit described above shows no evidence of accident, misuse or neglect which would preclude issuance of a Subsequent Owner Warranty Registration by Gulf Stream Coach.

I also certify that the LP gas and 120-volt systems, the operation of all appliances and components, the coupling and uncoupling procedure and all warranties were explained and/or demonstrated to the subsequent owner. I certify that the subsequent owner was taken on a road test of the unit described above.

August 25 1998

DEALER SIGNATURE

DATE

- Vehicle Serial Number Verified
Original Purchase Date Verified
Owner's Manual and Warranties
Pre-delivery Inspection Accomplished - Checklist Attached
120-volt System Tested NA
120-volt Appliances Tested N/A
LP Gas System Tested

A MANOMETER WAS INSERTED IN THE LP GAS SYSTEM AT (LOCATION) HOLDING 13 INCHES WATER COLUMN FOR 90 MINUTES, THE PRESSURE WAS THEN ADJUSTED TO 14 INCHES WATER COLUMN.

- LP Gas Appliances Burn Tested
Brake and Exterior Lights Tested

DAMAGED OR ABUSE INSPECTION. COMMENTS: Rear entry door lock - N/O doesn't open. Door entry door has two (2) dents - Poor alignment of hand cap left generator never tested longer than 5 minutes - location no. 1400's. Key cord board covering now shut down - outside motor hatch hinge

INTERIOR/EXTERIOR PHYSICAL CONDITION ACCEPTABLE. COMMENTS: Key near entry door has 12" slit Rear counter top has dent in edge - Key covering motor cover poor workmanship.

SUBSEQUENT OWNER

not fibreglass right back sides

I certify that the dealer (or an authorized representative) explained and/or demonstrated the LP gas and 120-volt systems, the operation of all appliances and components, the coupling and uncoupling procedure, and all warranties. I certify that I inspected this unit with the dealer (or authorized representative) and that I was taken on a road test of the unit described above and acknowledge receipt of the Gulf Stream Warranty and all appropriate owner's manuals and warranties for the appliances and components and agree to comply with their terms.

Original on file
SUBSEQUENT OWNER SIGNATURE

8/26/98

MANUFACTURER'S COPY RECEIVED SEP 1 8 1998



**THE COMMONWEALTH OF MASSACHUSETTS
REGISTRY OF MOTOR VEHICLES**

**DUPLICATE
CERTIFICATE OF REGISTRATION
MUNICIPAL**

PLATE TYPE MVN	REGISTRATION NUMBER M60903	EXPIRES LAST DAY OF	MONTH →	YEAR NEXPD	
FEES: REGISTRATION 0.00 TITLE 0.00 SPECIAL PLATES 0.00 SALES TAX 0.00 TOTAL 0.00					
NAME(S) OF OWNER(S) AND MAILING ADDRESS BARNSTABLE COUNTY OF PO BOX 367 COOPERTIVE EXTENSION BARNSTABLE, MA 02630					
EFFECTIVE DATE		08/26/98			
TRANSACTION NUMBER		03823854050103			
4437 REGISTRAR					
IF VEHICLE CARRYING PASSENGERS FOR HIRE MAXIMUM NUMBER OF PASSENGERS THAT CAN BE SEATED.			IF VEHICLE USED FOR TRANSPORTING GOODS, WARES, OR MERCHANDISE TOTAL REGISTERED WEIGHT.		
RESIDENTIAL ADDRESS (IF DIFFERENT)					
1998	GULFS	CLASSA	AUTHM	WHITE	BLUE
MFRS MODEL YEAR	MAKE	MODEL NAME	BODY STYLE / TYPE	COLOR	TITLE NUMBER
3FCMF538BXJA03229	SELF	INSURED		EXAM	
VEHICLE IDENTIFICATION NUMBER			INSURANCE COMPANY		

NOT VALID UNTIL STAMPED WITH OFFICIAL SIGNATURE STAMP OR SIGNATURE OF THE REGISTRAR

MASSACHUSETTS
M60-903
OFFICIAL

AGENDA ITEM 8c

Authorizing the execution of an amendment to a contract, executed December 12, 2018 with ISCO Industries, for the supply, delivery and assembly of 4000 linear feet of new high-density polyethylene pipeline (HDPE) to be used by the County Dredge, increasing the contract amount by \$12,279.80 to a total of \$132,610.60

CONTRACT AMENDMENT

The contract made the December 12, 2018 by and between ISCO Industries, Inc. hereinafter called the "CONTRACTOR" and the County of Barnstable hereinafter called the "COUNTY" for the following:

Supply, delivery and assembly of 4000 linear feet of new HDPE plastic pipeline

is hereby amended to increase contract amount by \$12,279.80 to a total of \$132,610.60.

WITNESS WHEREOF the parties hereto have executed this Amendment this

May 9, 2019

(date)

For the Contractor: ISCO Industries, Inc.

By: Michelle East
Digitally signed by Michelle East
DN: cn=Michelle East, o, ou,
email=Michelle.East@isco-pipe.com, c=US
Date: 2019.05.09 08:50:17 -0400

Michelle East

Senior Counsel

COUNTY OF BARNSTABLE

Ronald Beaty

Mary Pat Flynn

Ronald Bergstrom

AGREEMENT BETWEEN

Barnstable County
3295 Main Street
Barnstable, MA 02630

and

ISCO Industries
100 Witherspoon Drive
Louisville, KY 40202

THIS AGREEMENT is made this _____ day of _____ 2018 by and between ISCO Industries (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: The County Commissioners issued an Invitation for Bids for the supply, delivery and assembly of 4000 linear feet of new HDPE plastic pipeline to be used for discharge of hydraulically dredge material.

WHEREAS: The bids were bid in compliance with MA General Law Chapter 30B.

WHEREAS: The contractor 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 or Town, including costs, benefits, and reasonable attorney fees in the event the Contractor files such claim.
2. Scope of Services. The Vendor shall provide the services provided in the Scope of Services hereby attached as Attachment A.
3. Time of Performance. No later than June 30, 2019.
4. Payment. See attached price proposal (Attachment B)
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 Town 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 151B§(1); the Americans with Disabilities Act of 1990; and all relevant administrative orders and executive orders including Executive Order 246.

9. **Subcontracting.** None of the services to be provided 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 the prior written approval of the Towns. 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 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 Towns or County thereto; provided, however that claims for money due or to become due the Contractor from the Towns 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 Towns 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 or Towns.

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 Towns 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 Towns 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 Towns 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 Towns 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.

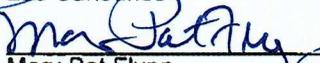
IN WITNESS WHEREOF, the County and Contractor have executed this Agreement this _____ day of _____ in the year two thousand and Eighteen.

FOR THE COUNTY:

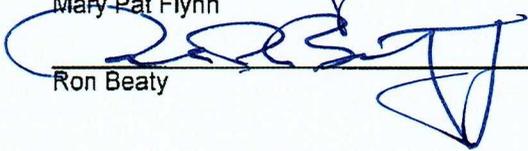
BARNSTABLE COUNTY COMMISSIONERS:



Leo Cakounes



Mary Pat Flynn



Ron Beaty

Date

FOR THE CONTRACTOR:

Date

ATTACHMENT A TO CONTRACT
PURCHASE DESCRIPTION/SCOPE OF SERVICES

Pipe Specifications

Pipe and flanges will be made of identical density, extra high molecular weight polyethylene pipe material meeting general requirements of ASTM -1248, "Standard Specifications of Polyethylene Plastics, Moldings and Extrusion Materials" and classifications requirements of Type III, Class C, Category 5. Grade P34 and cell Classification 355434C or 345434C Per D-3350.

Molecular weight category shall be extra high (250,000 to 1,500,000) as per the GEL Permeation chromatography determination procedure with a typical value of 330,000. Pipe shall manufacture in accordance with ASTM 714 and/ or D-3035 SDR-DR standards for "PE Plastic Pipe Based on Controlled outside Diameter".

Pipe shall be manufactured and certified to in-house testing at a minimum schedule (daily or per extrusion lot, whichever is less frequent) per the following: burst pressure and/ or ring tensile strength as per either ASTM DI 599 or D2290 and 80 degree C hydrostatic testing as per ASTM D 1598.

Pipe Characteristics

Pipe will be: 1) 16 inch outside diameter 14 inch inside diameter, SDR 17

- 2) 4000 lineal feet in 50-foot sections.
- 3) 30- 16-inch diameter SDR 17 long neck flange adapters, 14 to 16 inches in length and 1 ¾ inch thick flange or greater.
- 4) 30- flat carbon steel backing rings with 7/8 to 1-inch thickness.
- 5) 200 each, grade 2 or higher, heavy nuts and bolts to bolt pipe flanges together. Nuts will use 1 5/8" socket.
- 6) 20- full face gaskets with 1/8-inch thickness.
- 7) Please specify all physical properties of items in proposal.

Delivery and Assembly

The proposal will include the cost and time required to deliver the pipe, fittings and fusion machine with technician to 45 Lighthouse Road, West Dennis Beach, Dennis, MA no later than January 15, 2019, unless an extension in time is agreed to in writing. The proposal will include a rental rate for a hydraulic, self-powered butt fusion machine with certified technician. The technician will be qualified to operate the fusion machine to obtain high quality butt fusion joints equal to or greater than the strength of the pipe.

The pipe will be assembled in 300-foot lengths with a longneck flange adapter with a flat backing ring fused on both ends.

Warranty

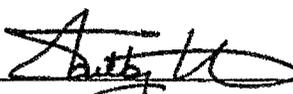
The proposal will certify that samples of the manufacturers' production pipe have been tested by the manufacturer in accordance with ASTM D-2837, and validated in accordance with the latest revisions of the PPI TR-3. The proposal shall provide any warranty that applies. The strength of warranty shall be an evaluation factor.

ATTACHMENT C: Bid Pricing Sheet

The County reserves the right to accept or reject any or all proposals should such action be deemed in the best interest of the County.

The undersigned has read the bid specifications and agrees to perform all services as requested in the bid specifications:

\$ 113,040.80 See attached quote
Price in numbers Price in words

Signature of Person Submitting Bid. 

Title: Regional Sales Manager

Company Name: ISCO Industries

Address: 100 Witherspoon St., 2 West, Louisville KY 40202

Tel.# 860-559-3143 Fax.# 502-568-4072

Email Address: shelby.heritage@isco-pipe.com



Bill To:
 114124
 BARNSTABLE COUNTY
 DREDGE DEPARTMENT
 PO BOX 427
 BARNSTABLE, MA 02630

Ship To:
 BARNSTABLE COUNTY DREDGE DEPT
 ATTN WAYNE JAEDTKE
 3195 MAIN STREET
 BARNSTABLE, MA 02630

Quote Number	30016433
Quote Date	12/03/18
Expiration Date	12/10/18
Page	1 of 1

Payment Terms NET 30	Customer Job/Project Name	Written By SHELBY H., Ext. 6717
Freight Terms PREPAID AND ADD	Contact	Sales Rep SHELBY HERITAGE
Ship Via Best Way	Additional Info	

#	Qty	UM	Product	Description	Each	Extended
1	4,000	FT	10161713	16" DR 17 IPS PIPE HDPE AWWA	25.90	103,600.00
2	30	EA	50161710	16" DR 17 IPS FLANGE ADAPTER HDPE	149.98	4,499.40
3	30	EA	53160018	16" DR 11 IPS BACKUP RING DUCTILE IRON	75.50	2,265.00
4	13	EA	53160028	BOLTPACK FOR 16" MFA & BUR (16)1"X10-1/2" BOLT W/NUT & WSH	93.60	1,216.80
5	20	EA	53160030	16" NEOPRENE GASKET 1/8" THICK	10.48	209.60
				Rate		
6	1	DAY	70618000	RENT 6" - 18" IPS BUTT FUSION MACHINE	385.00	
7	1	DAY	71836180	RENT LIFTING HARNESS FOR 412/ 618	0.00	
8	2	DAY	71816180	RENT PIPE STAND FOR 412/618/ T500	0.00	
9	1	DAY	71211818	RENT 18" HEATER PLATE FOR 618/T618	0.00	
10	1	EA	74061810	RENTAL MOBILIZATION	500.00	500.00
11	1	EA	72300100	FUSION TECH MON-FRI DAILY RATE FOR 8 HOURS OR LESS	680.00	
12	1	EA	72400100	TECHNICIAN MOBILIZATION/DEMOB	750.00	750.00

ISCO Standard Terms and Conditions apply. Please visit <http://www.isco-pipe.com/terms-and-conditions.aspx>

Merchandise Total	Tax(1)	Freight(2)	Quote Total
113,040.80	0.00	0.00	US \$ 113,040.80
1 Sales tax will be charged based on the ship to address at the time of invoice if there is no tax certificate on file.		Accepted By: _____	
2 Freight amount in this quote is an estimate only. Actual freight terms and charges will be determined at the time the order is placed.		Printed Name: _____	
		Date: _____	

100 WITHERSPOON ST * LOUISVILLE, KY 40202
 800-345-4726

COMMONWEALTH OF MASSACHUSETTS

BARNSTABLE, SS.

At the Superior Courthouse Building on the twelfth day of December, A.D. 2018, in a regular meeting of the Barnstable County Board of Regional Commissioners, motion by Commissioner Beaty to authorize the execution of documents for the Cape Cod Village Project in the Town of Orleans through the Barnstable County HOME Consortium under the HOME Investment Partnership Program, 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, December 13, 2018


Barnstable County Regional Clerk



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

December 5, 2018

MEMORANDUM

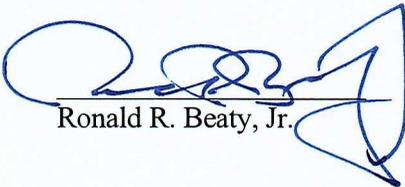
TO: County Commissioners
FROM: Elaine Davis, Chief Procurement Officer
RE: Notice of Bid Award

Barnstable County issued an Invitation for Bids for the Supply, Delivery and Assembly of 4000 linear feet of new HDPE pipeline to be used by the Dredge. One bid was received from ISCO Industries at \$113,040.80.

Please vote to award the contract for the Supply, Delivery and Assembly of 4000 linear feet of new HDPE pipeline to be used by the Dredge to ISCO Industries as the responsive, responsible bidder.

Thank you.

County Commissioners:



Ronald R. Beaty, Jr.



Mary Pat Flynn



Leo Cakounes

12/12/18
Date

COMMONWEALTH OF MASSACHUSETTS

BARNSTABLE, SS.

At the Superior Courthouse Building on the twelfth day of December, A.D. 2018, in a regular meeting of the Barnstable County Board of Regional Commissioners, motion by Commissioner Beaty to authorize the execution of documents for the Cape Cod Village Project in the Town of Orleans through the Barnstable County HOME Consortium under the HOME Investment Partnership Program, 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, December 13, 2018


Barnstable County Regional Clerk



AGREEMENT BETWEEN

Barnstable County
3295 Main Street
Barnstable, MA 02630

and

Grouper Marketing and Creative
683C Main Street
Osterville, MA 02655

THIS AGREEMENT is made this _____ day of _____ 2019 by and between Grouper Marketing and Creative (hereinafter referred to as Contractor), and Mary Pat Flynn, Ronald Beaty and Ronald Bergstrom 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: The County Commissioners issued a Request for Proposals for Marketing Services at the Children's Cove.

WHEREAS: The proposals were bid in compliance with MA General Law Chapter 30B.

WHEREAS: The contractor is the responsive, responsible bidder offering the most advantageous proposal.

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 or Town, including costs, benefits, and reasonable attorney fees in the event the Contractor files such claim.
2. Scope of Services. The Vendor shall provide Elevator Maintenance and Repair to Barnstable County for the period of July 1, 2019 through June 30, 2020, with the option to renew for two additional one-year periods as described in the Scope of Services attached as Appendix A.
3. Time of Performance. July 1, 2019 through June 30, 2020, with the option to renew for two additional one year periods.
4. Payment Prices submitted in their bid hereby attached as Appendix B.
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 Town 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 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 the prior written approval of the Towns. 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 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 Towns or County thereto; provided, however that claims for money due or to become due the Contractor from the Towns 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 Towns 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 or Towns.

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 Towns 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 Towns 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 Towns 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 Towns 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 "Appendix 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 Nineteen.

FOR THE COUNTY:

BARNSTABLE COUNTY COMMISSIONERS:

Ronald Beaty

Mary Pat Flynn

Ronald Bergstrom

Date

FOR THE CONTRACTOR:

Date

Appendix A

**REQUEST FOR PROPOSALS
CHILDREN'S COVE: THE CAPE AND THE ISLANDS CHILD ADVOCACY CENTER
MARKETING SERVICES**

Barnstable County, Massachusetts, through its Chief Procurement Officer and on behalf of the Children's Cove: The Cape and the Islands Child Advocacy Center is seeking proposals from qualified contractors to provide marketing consulting services to complete a comprehensive marketing, public/media relations and social media campaign.

Barnstable County reserves the right to cancel this RFP at any time until the proposals are opened and to reject any or all proposals if its Chief Procurement Officer determines that such action is in the best interest of Barnstable County. Barnstable County is an equal opportunity /Americans with Disabilities Act (ADA) employer.

This request includes the following sections:

I. Background

II .Project Description/Scope of Work

III. Proposal Submission/Requirements

IV. Proposal Evaluation Process

Attachment A – Certificate of Non-Collusion and Tax Compliance

Attachment B – Reference Form

Attachment C – Sample Agreement

I. BACKGROUND

Children's Cove provides a compassionate, efficient, child-friendly facility for child abuse intervention. Children and families journey through a streamlined process which reduces the chances that the children are re-traumatized and preserves the best evidence for investigators. Child Advocacy Centers (CAC) are a place where a child who has been victim of sexual abuse, severe physical abuse, witness to domestic violence or commercial sexual exploitation can receive the support they need in a streamlined and victim focused way.

More information can be found on Children's Cove's website: <http://www.childrenscove.org>

Children's Cove, through its affiliation with the National Children's Alliance and with the Massachusetts Children's Alliance and the National Children's Advocacy Center is charged with bringing awareness to the incidence and provisions for safety for children on the Cape and the Islands so parents know how to have a healthy conversation with their children about body safety, boundaries and how to disclose child sexual abuse, extreme physical abuse, witness to domestic violence and child sexual exploitation and trafficking.

It is this charge on which all marketing and supportive programming should and shall focus.

II. PROJECT DESCRIPTION/SCOPE OF WORK

This Request for Proposals seeks a consultant to perform the following services:

- Advertising
- Collateral and Design
- Social Media Integration
- Public and Medi Relations
- Media Planning and Purchasing

THE PROJECT

This project should utilize the current brand and implement it into a multi-channel marketing communications plan whose target audience is parents and children as well as the wider community about the issue of child sexual abuse, severe physical abuse, witness to domestic violence and child sexual exploitation and trafficking. The specific programmatic areas to be addressed include:

ADVERTISING

- Ability to recommend and design effective campaigns that develop and drive awareness of the services we provide into the community-sometimes executed separately but always in accordance with our mission.
- Advertising capabilities through various channels including: print, outdoor, broadcast, advertorials, online.
- Campaign development including channel mix, concept, design, copywriting, production oversight, etc.
- Development of culturally appropriate and effective campaigns to reach all populations in the community.

COLLATERAL & DESIGN STANDARDS

- Integrate with our internal resources to provide creative collateral and support development and design execution for necessary marketing.
- Consult on the establishment of agency identity and graphic standards.

SOCIAL AND EMERGING MEDIA INTEGRATION

- Ability to develop social media strategies that integrate and support overall objectives.
- Ability to develop messaging effort to reach the underserved populations such as residents on the Outer-Cape, Martha's Vineyard and Nantucket to include Portuguese and Spanish-speaking residents.

PUBLIC & MEDIA RELATIONS

Public Relations:

- Ability to execute earned media strategies and tactics within overall communications, planning with awareness/education campaigns.
- Marketing support of the annual Children's Cove Champions for Children's Conference and all attendant needs.

Media Relations:

- Provide advisement in the development of effective strategies to proactively position Children's Cove with key media personnel and outlets in the community-may include supporting and execution of various tactics such as editorials, op-ed development, media tours, media education, crisis communication planning, message development, promotion of fundraising and awareness events.

MEDIA PLANNING & PURCHASING

- Demonstrating ability to develop an integrated, annual media buying strategy that provides enhancement of the agency.
- Key strategic and administrative capabilities related to media procurement including media mix recommendation, campaign, objectives/metrics, rate negotiation, scheduling, billing reconciliation, in all available channel formats including search engine/online

III. PROPOSAL SUBMISSION REQUIREMENTS

General Information

One original and six (6) copies of the original proposal shall be delivered to the Office of the County Commissioners at the address below no later than April 23, 2019 at 10:00AM. Late proposals will not be accepted.

Barnstable County Purchasing Department
Superior Courthouse
3195 Main Street, P.O. Box 427
Barnstable, MA 02630

Consistent with MA General Law, Chapter 30B, **proposals are to be submitted in two separate envelopes**. One envelope must contain the technical proposal and be clearly labeled "Marketing Services Proposal for Children's Cove – **Technical Proposal**." Price proposals are to be submitted in a separate envelope, clearly labeled "Marketing and Services Proposal for Children's Cove - **Price Proposal**."

Addenda - Any supplemental instructions, amendments or changes in the Request for Proposals, or attached documents, shall be in the form of written addenda to this Request. If issued, such addenda shall be sent by email or fax to all persons on record as having received a Request for Proposals.

The Chief Procurement Officer shall unconditionally accept a proposal without alteration or correction, except as provided in this paragraph. A Proposer may correct, modify or withdraw a proposal by written notice received in the County Commissioner's Office prior to the time and date for the opening of proposals. After the opening of proposals, a Proposer may not change any provision of the proposal in a manner prejudicial to the interests of the Chief Procurement Officer, fair competition, and in compliance with MGL chapter 30B. The Chief Procurement Officer shall waive minor informalities or allow the Proposer to correct them.

The Chief Procurement Officer shall not open the proposals publicly per M.G.L. c. 30B Section 6, but shall open them in the presence of one or more witnesses at the time specified herein. Until the completion of the evaluation process or until the time for acceptance specified herein, the contents of the proposals shall remain confidential and shall not be disclosed to competing Proposers.

It is the responsibility of every respondent who receives this RFP electronically to check for any addenda or modification to this solicitation. Barnstable County accepts no liability to provide accommodation to respondent who submit a proposal based upon an out of date solicitation document.

Respondents may not alter (manually or electronically) the RFP language or any documents. Unauthorized modifications to the body of the RFP, specifications, terms or conditions, or which change the intent of this RFP are prohibited and will disqualify a proposal.

The Chief Procurement Officer may cancel the Request for Proposal, or may reject in whole or in part any and all proposals if, she determines the cancellation or rejection serves the best interests of the County. Should funds for the services called for in this RFP and any resulting contract not be appropriated or be significantly reduced, Barnstable County reserves the right to cancel any contract between said agencies and the Selected Proposer.

Non-Price Technical Proposal Requirements

1. Cover letter including name, address, and telephone number of consultant team, firm, or individual and principal contact person.
2. Signed (original and handwritten) Certificate of Non-Collusion and Tax Compliance (Attachment A.)
3. Type of organization (i.e. corporation, partnership, joint venture, sole proprietor, etc.), history, ownership and background including experience that clearly demonstrates the respondent is qualified to provide these services with respect to work being requested.
4. Project narrative indicating an understanding of the project scope, approach, and other comments the Proposer deems relevant.
5. Scope of Services to be provided outlining specific tasks and deliverables including a timeline detailing project milestones, meetings and deliverables.
6. Resumes for each individual to be assigned to the project and a staffing plan linking individuals to specific portions of the project scope.
7. Listing and description of previous similar assignments including: location and project description, consultant team's involvement, start/end dates of project. A minimum of three

client references are to be provided using Attachment B – Reference Form.

Price Proposal

Under separate sealed cover, clearly marked “ Marketing Services Proposal for Children’s cover-Price Proposal” the proposer should submit a price proposal. Proposers should provide either a fixed fee or not-to-exceed fee. Proposals should clearly identify all tasks to be performed and the basis for fees charged, billing rates for personnel to be assigned to the project, direct cost expenses, and any other costs.

Insurance Requirements

Each Proposer shall submit a sample “Certificate of Insurance” for the items listed below. Before the selected proposer begins work, the insurance company shall provide to the County a Certificate of Insurance indicating that such insurance is in force. Arrangements will be made with the insurance company to notify the County of any termination or material change in the aforementioned insurance at least ten days prior to the date on which the termination or change takes place.

Workers Compensation: The selected proposer will furnish the County with Certificates of Insurance showing that all of its employees who will be providing services on this project are protected under Workers’ Compensation Insurance Policies, in statutorily required amounts.

General Liability: The selected proposer will furnish the County with Certificates of Insurance that provide a limit of liability as follows for claims arising from incidents involving employees and others acting on behalf or under the direction of the selected proposer.

Bodily Injury: not less than \$500,000 per person, \$1,000,000 per accident/occurrence
Property Damage: not less than \$500,000 per accident/occurrence.

Questions Regarding Request for Proposals

All questions as to the interpretation of the Request for Proposal, Purchase Description and Specifications, Evaluation Criteria and all other Contract Documents shall be submitted in writing no later than **April 18, 2019** to:

Elaine Davis, Chief Procurement Officer
3195 Main St., Box 427
Barnstable, MA 02630
Email: edavis@barnstablecounty.org
FAX: (508) 362-4136

Written answers to such questions shall be issued as an addendum and sent to each person on record as having received a Request for Proposal via email or fax.

IV. EVALUATION PROCESS

Basis for Acceptance: Any proposal made will be accepted only on the basis that the Proposer represents that it is made in good faith without fraud, collusion or connection of any kind with any other Proposer for the same work; that the Proposer is competing solely in its own behalf without

connection with, or obligation to, any undisclosed person, firm or corporation; that no other person, firm or corporation has any interest in the contract; that no officer, agent or employee of the County is financially interested in the contract; that the Proposer is fully informed in regard to all provisions of the Contract Documents, including, without limitation, the specifications and drawings, if any; the damages, bonds and insurance, if any. No proposal shall be deemed responsive unless a Proposer has certified and signed the statutory required Non-Collusion Certificate (Attachment A.) In accordance with M.G.L. c.30B, the awarding of the contract is subject to the approval of the Barnstable County Commissioners.

Rule for Award: Award will be made to the most responsive, responsible Proposer or Proposers offering the most advantageous proposal response, based on the evaluative criteria and price.

Contract Award: The Chief Procurement Officer shall award the contract by written notice to the selected Proposer within 60 days of the RFP deadline. The parties may extend the time for acceptance by mutual agreement. In accordance with M.G.L. c.30B, the awarding of the contract is subject to the approval of the Barnstable County Commissioners.

Contract Terms and Conditions: If awarded the contract, the selected proposer will be expected to execute a contract substantially the same as in Attachment C. This contract will incorporate by reference the specifications of this RFP and approved scope of services submitted by the selected proposer. The consultant contract resulting from this RFP is expected to expire one year from execution date. Barnstable County may choose to renew this contract up to two times for additional one year periods; however, this renewal or extension option shall be exercised at the sole discretion of the Barnstable County Commissioners and shall not be subject to the agreement or acceptance of the contractor, pursuant to Chapter 30B, Section 12. Exercise of this option shall be based on a determination that it is more advantageous to renew or extend the contract than to undertake a new procurement. The contract resulting from this RFP shall be canceled if funds are not appropriated or otherwise made available to support continuation of this agreement.

Screening Proposals: Utilizing the proposal submission requirements and minimum (quality) criteria incorporated herein, the Evaluation Committee, to be designated by the Chief Procurement Officer, shall screen proposals as to their responsiveness, and identify those which are responsive.

Any proposal which, in the opinion of the Evaluation Committee, fails to include the information or documentation specified in the submission requirements shall be determined to be non-responsive and shall be rejected.

Any Proposer who fails to meet any of the standards set forth as minimum (quality) criteria shall be determined to be non-responsible and shall be rejected.

The County reserves the right to request additional information, should a proposal reach the state of final evaluation.

Minimum (Quality) Criteria:

1. A complete proposal including all items listed under Proposal Submission Requirements including all required documentation and certifications.
2. A Non-Price Technical proposal that clearly demonstrates an understanding of the Project Description/Scope of Work outlined in the RFP.
3. Proposer must have and demonstrate a minimum of five years' experience with specific

expertise in:

- Marketing, Public/Media Relations and Social Media Marketing
 - Media buying and placement
4. Satisfactory references (attachment B).

Comparative Criteria:

1. Understanding and responsiveness to the requirements outlined in the RFP

Highly Advantageous - Submission of an outstanding proposal that exceeds the minimum requirements defined in this document and provides an innovative approach to meeting the work requested in this RFP.

Advantageous – Submission of a well written, clear proposal that responds to all aspects of the RFP and shows a standard understanding of the work requested in this RFP.

Not Advantageous – Submission of a proposal that simply meets minimum requirements.

2. Knowledge, experience and training

Highly Advantageous – Demonstrated extensive knowledge of and experience and training in the child advocacy model and reaching the aforementioned demographic.

Advantageous – Proposal demonstrates a basic knowledge and some experience and training in the child advocacy model.

Not Advantageous – Proposal does not clearly indicate knowledge of or training in child advocacy model.

3. References

Highly Advantageous - Five or more highly positive references from projects similar in size and scope to that being requested.

Advantageous - Three positive references from projects similar in size and scope to that being requested.

Not Advantageous – Less than three positive references from projects similar in size and scope to that being requested.

4. Market Analysis

Highly Advantageous - Clear and exemplary documentation illustrating experience and skill in market research and analysis with examples of work included.

Advantageous - Complete documentation illustrating experience and skill in market research and analysis.

Not Advantageous – Proposal shows no experience and skill in market research and analysis.

5. Fiscal Impact Modeling

Highly Advantageous – Propose and that shows how monthly monitoring of expenses will be executed and shows examples of past experience implementing a budget.

Advantageous - Documentation illustrating experience and skill at the development of spending against budget.

Not Advantageous – Proposal is unclear on experience and skill at developing and implementing a budget.

6. Timeframe

Highly Advantageous – Proposer is able to begin work on this project immediately upon contract execution and complete work within one year.

Advantageous – Proposer is able to begin work on this project within one month of contract execution.

Not Advantageous – Proposal is unclear as to when proposer is able to begin work.

7. Experience With Child Advocacy Center Model and Not-For-Profit Organizations

Highly Advantageous - Vendor has had significant, 10+ years, working with similar sized or larger non-profit agencies using the Child Advocacy Center Model.

Advantageous - Vendor has had 5 to 10 years' experience working with similar sized or larger non-profit agencies using the Child Advocacy Model.

Not Advantageous - Less than 5 years' experience working with similar sized or larger government agencies.

Appendix B

Children's Cove: The Cape & Islands Child Advocacy Center

Price Proposal

Prepared by



April 23, 2019

683C Main Street, Osterville, MA 02655 / o: 508.420.5566

CAPE COD / BOSTON / NEW YORK / WASHINGTON, D.C. / NEW LONDON / PROVIDENCE / SOUTH CAROLINA / FLORID

Budget

Our proposal to fulfill the marketing needs of Children's Cove for FY2020 is \$35,000, inclusive of all agency fees. The work would be billed on a per-project basis at Grouper Marketing's hourly rates at the time worked as the individual project commences.

Services at \$110/hr.

Strategic Marketing Consultation

Social Media Management

Art Direction

Graphic Design

Digital Photography

Advertising Design

Services at \$95/hr.

Edits to Existing Files

Project Management

Final File Preparation

Public and Media Relations

Media Planning and
Purchasing

Conference Management

Services at \$75/hr.

Copywriting



Brad Schiff
President

Appendix A

Appendix B

Children's Cove: The Cape & Islands Child Advocacy Center

Marketing Services Proposal

Prepared by



April 23, 2019

683C Main Street, Osterville, MA 02655 / o: 508.420.5566

CAPE COD / BOSTON / NEW YORK / WASHINGTON, D.C. / NEW LONDON / PROVIDENCE / SOUTH CAROLINA / FLORIDA



Elaine Davis, Chief Procurement Officer
3195 Main St., Box 427
Barnstable, MA 02630

Dear Elaine:

I would like to thank you for considering our agency as your partner for marketing services for Children's Cove.

Grouper Marketing & Creative is positioned and qualified to help guide Children's Cove in this important initiative.

In April 2018, Pierce-Coté Advertising, a Regan Communications Company purchased Grouper Marketing & Creative and inherited a highly skilled creative team that has worked with Children's Cove for the previous six years. The insights gained through experience, paired with the knowledge and skill of branding, advertising and public relations professionals, over the past year has provided a formidable array of talent to help the Children's Cove team plan, integrate and execute its marketing communication within the community. We offer a great advantage to Children's Cove as:

- We are Cape Cod's largest full-service marketing communication's firm composed of the most talented marketing, branding and creative professionals in the region.
- We have many years of deep experience in community nonprofit marketing on Cape Cod and the Islands.
- We are headquartered in Osterville, Massachusetts.
- We purchase more media than any agency on Cape Cod and are experts on financial management of media.

Our agency helps accomplish our clients' goals by listening, understanding and developing a robust plan to accomplish these goals and by delivering the best results. Children's Cove will continue to have the full support of our team.

I look forward to hearing from you in the near future.

Sincerely,

Brad Schiff
President
Pierce-Coté Advertising
A Regan Communications Company
508.420.5566

INTRODUCTION

Combined with the Pierce-Coté team, Grouper Marketing & Creative is the largest full-service marketing communications firm on Cape Cod. Pierce-Coté was founded in 1987 and was purchased by Regan Communications in 2006. Our services include advertising, branding, collateral, design, public relations, crisis communications, media services, event management, website design and social media management. The agency has 12 employees located in Osterville.

Regan Communications Group, an S Corp, is the ninth largest independently owned public relations firm in the United States, which is based in Boston and has additional offices in Connecticut, Rhode Island, New York, Washington, D.C., South Carolina and Florida. Regan Communications began in Boston in 1981. Regan Communications has a history of providing marketing services to a multitude of nonprofit organizations.

Our clients are a diverse mix. Some of the clients served in our Osterville office are:

- Barnstable Municipal Airport
- Cape and Islands Plastic Surgery
- Cape Cod Academy
- Cape Cod Chamber of Commerce
- Cape Cod Child Development
- Cape Cod Fairgrounds
- Cape Cod Healthcare
- Cape Cod Museum of Arts
- Cape Cod Oyster Company
- Cape Cod Regional Transit Authority
- CapeFLYER
- Cape Playhouse
- Children's Cove
- City of Everett
- Community Development Partnership
- Duffy Health Center
- John F. Kennedy Hyannis Museum
- Orleans Auto Supply
- Plymouth & Brockton Street Railway Company
- Recovering Champions
- Regional Substance Use Council
- Robert B. Our Company
- Ryan Family Amusement
- Shepley Wood Products
- Ten Pin Eatery
- The Cooperative Bank of Cape Cod
- The Steamship Authority

Project Narrative

Advertising

The agency develops brand positioning to create on-target broadcast, print and digital advertising that connects with a brand's audience. The advertising is targeted to achieve the objectives of great advertising: create awareness and influence and educate the target audience. We have expert design and copywriting, all the way through production execution.

We are experienced in reaching a culturally diverse audience on Cape Cod and the Islands and are able to develop a campaign to ensure inclusivity in the community.

Collateral & Design Standards

The agency uses creative direction and graphic design to help communicate clients' messages not only through collateral but also with other mediums. The elements of design are infused into attention-getting materials, which are consistent with the brand's image. We ensure that all marketing materials are consistent with the brand's identity standards.

Social and Emerging Media Integration

Our agency staff is experienced in designing and managing comprehensive social media campaigns for clients on various platforms, including Facebook, Instagram, Twitter, Pinterest and YouTube. To the extent that you'd like, we can work with your team to provide support through message development, content suggestions and development of editorial/posting calendars. We also stay on top of emerging trends to ensure we are communicating on relevant platforms. We are able to effectively reach and target residents in the outer Cape, as well as Martha's Vineyard and Nantucket. With our partnership with the University of Massachusetts, we are able to translate communications messaging for Portuguese- and Spanish-speaking residents.

Public and Media Relations

We will craft a customized communications strategy to support key initiatives of Children's Cove, emphasizing the vital role your organization plays in offering support services and enhancing the well-being of children in Barnstable County. Our connections within media, business and political circles – paired with our creativity in identifying, framing and presenting newsworthy angles for our clients – are unmatched. Beyond producing our clients' media materials – including press releases, company bios, media advisories and fact sheets – we also look to employ unique, creative alternatives in conjunction with well-established best-practices to ensure our clients brands stand out from the rest.

Our expertise goes beyond media pitches and relationships with reporters and editors. We also have great experience in managing and promoting events and conferences that maximize exposure and enhance the experience of event (and/or conference) participants. While most of our clients are private sector businesses, we also represent many nonprofit clients and have become quite skilled in generating publicity for fundraisers as well.

Aside from the array of reputation building know-how we offer, an added benefit for our clients is the support of our talented senior-level crisis communication professionals -- seasoned spokespeople and award-winning journalists who share a unique understanding and perspective on the evolution of a crisis and how best to respond. Protecting the value of your brand is our primary objective.

Media Planning and Purchasing

Our agency purchases more advertising media on Cape Cod than any other local agency, which means that not only are we able to negotiate rates, but we also have the most insight in determining the effectiveness of each medium. We will collaborate to deliver compelling communications across all media, including broadcast, print, direct, out-of-home and digital campaigns. How we differ from other agencies is that our solutions are dictated by the desired outcome, not the path of least resistance. We communicate our clients' brands through the media that most effectively reaches their target audiences and inspires them to act. We will develop and manage an integrated media buying strategy that includes establishment of objectives, a media mix recommendation and scheduling, an ensuring we stay on budget.

Scope of Services

Situational Analysis

Children's Cove is doing a remarkable job raising awareness across Cape Cod and the Islands of the very real problems of child sexual abuse, extreme physical abuse and children being witnesses to domestic violence. Children's Cove provides key services to victims and their non-offending family members. The services range from forensic interviews to forensic medical exams to working with investigators to help prosecute offenders, all based on the victim's needs and to avoid retraumatizing.

Through proactive branding and messaging, Children's Cove is bringing these topics mainstream and giving residents of Cape Cod and the Islands access and support to communicate with each other and children about the issue.

Objectives

Provide a strategic marketing/public relations plan to:

- Continue to raise awareness of the problem of child sexual abuse on Cape Cod and the Islands as well as the services Children's Cove offers to victims and their non-offending family members
- Encourage victims and their families to speak about this issue and report suspected cases
- Encourage the general public to discuss this issue
- Promote events and conferences that support the Children's Cove mission
- Execute a fully integrated campaign across multimedia channels and events
- Provide on-demand consulting services and marketing support to Children's Cove

Target Audiences

The target audiences for the Children's Cove story can be segmented into:

1. The general population of Cape Cod and the Islands, including:

- Victims
- Children and Teens
- Parents and Adults

This audience has varying levels of awareness and understanding of child sexual abuse and of Children's Cove. Children's Cove and the issues surrounding child sexual abuse must stay "top of mind" with area parents, as 1 in 4 girls and 1 in 6 boys will be victimized before their 18th birthdays.

2. Key community influencers, including:

- Teachers
- Doctors
- Camp administrators/counselors
- Coaches
- School administrators
- Law enforcement
- Business leaders
- Media reporters, personalities and executives

This audience consists of professionals and volunteers who interact with children on a regular basis and/or hold significant influence over the key issues surrounding child sexual abuse. These people need to be knowledgeable of child sexual abuse and their own responsibilities should they have an incident reported to them or suspect that abuse may be occurring. The challenge this market presents is that in some cases there is institutional resistance to proper training in awareness activities.

3. Underserved populations and foreign language speakers.

While great strides have been made in overall awareness of the issues and services covered by Children's Cove, more emphasis will be made on reaching the Spanish- and Portuguese-speaking populations as well as certain geographic areas of the Lower Cape, Outer Cape, Martha's Vineyard and Nantucket.

Tactics

The specific initiatives are:

1. Targeting Community Centers

- Reaching youth at high-traffic venues
- Creating materials that communicate Children's Cove efforts
- Begin November 2019: Complete March 2020

2. Teen TASK Force

- Development of collateral as defined by Teen TASK Force teams.
- Attend and participate in group sessions
- Create and distribute press releases
- Arrange interviews in print and broadcast
- Begin January 2020: Complete May 2020

3. Media

- Develop media plan and grants as awarded
- Purchase media buy
- Reconcile grant funding
- Begin September 2019: Complete April 2020

4. Champions for Children Conference

- Develop posters, PowerPoint slides, schedule handout, wayfinding and informational signage, save the date and invitation
- Coordinate event setup
- Attend conference
- Begin July 2019: Complete October 2019

5. Major Ad Campaign

- How to communicate the experience of a child when he or she is abused
 - Develop print/radio campaign for adults
 - Develop poster campaign for children
- Tie in with conference in October
- Target parents/adults to motivate them to:
 - Have the conversation
 - Teach about body safety

- Support awareness and programs
- Report concerns
- Target children to motivate them to:
 - Disclose abuse to an adult
 - Understand they can be OK
 - Understand they are not alone
- Begin September 2019: Complete April 2020

6. Corporate Website

- Support through updating content as needed/directed
- Begin July 2019: Complete September 2019

7. Child Sexual Abuse Prevention Month

- Promote Children's Cove as industry leader
- Communicate importance of body safety
- Create publicity through print and broadcast
- Begin February 2020: Complete April 2020

8. Public Relations Initiative

- Publicize Children's Cove efforts via print and broadcast
- Arrange for interviews on media for Children's Cove message with topical issues in the media (e.g., commercial sexual exploitation of children)
- Begin October 2019: Complete May 2020

YOUR TEAM

Brad Schiff, President

Bradford Schiff is the President of Pierce-Coté Advertising and Grouper Marketing & Creative. He comes to Pierce-Coté from the client side where he has spent his entire 35-year career. Prior to Pierce-Coté, he held the Chief Marketing Officer position for both Papa Gino's and Friendly's and was the Executive Vice President of Marketing for the Ninety Nine Restaurants. Previously, he held increasing levels of marketing management responsibility at General Mills, Dunkin' Donuts and Ocean Spray Cranberries. Brad is an adjunct professor at Emerson College in Boston, where he has taught advertising, public relations and marketing strategy for the past 16 years. Brad has a Bachelor of Science from Boston College and received his MBA from Tulane University.

Kimberly White, Creative Director

Kimberly is the Creative Director and a Designer for Grouper Marketing & Creative. For the past 20+ years, she has been developing unique brands and marketing solutions for many Cape Cod businesses, including Children's Cove, Cape Medical Supply, Gustare Oils & Vinegars, Harwich Chamber of Commerce and Cape Cod Fairgrounds. Kimberly has cultivated successful client relationships while directing and producing creative to define products and services and raise awareness for both profit and not-for-profit organizations. Kimberly has a Bachelor of Science in design from Buffalo State College in Buffalo, New York.

Diane McPherson, Vice President

Diane has been with Pierce-Coté Advertising for 16 years and serves as Senior Account Executive on The Steamship Authority account among others. She manages the overall advertising budget, strategic planning, media planning/buying, creative development and production of advertising materials. Understanding the dynamics and components of building comprehensive, fully integrated, strategic marketing programs, Diane has developed the skills required to produce highly effective advertising plans. She is a graduate of Bentley College, The New England College of Finance, and the American Bankers Association School of Bank Marketing and Management at the University of Colorado.

Sean Gonsalves, Senior Account Executive

Sean Gonsalves is a longtime former reporter, columnist and news editor with the Cape Cod Times. He is also a former nationally syndicated columnist in 22 newspapers, including the Oakland Tribune, Kansas City Star and Seattle Post-Intelligencer. His work has also appeared in the Boston Globe, USA Today, the Washington Post and the International Herald-Tribune. An award-winning newspaper reporter and columnist, Sean also has extensive experience in both television and radio. Sean has made appearances on WGBH's "Greater Boston" TV show with Emily Rooney and was a frequent guest on New England Cable News commentating on a variety of Cape Cod tourist attractions. He has also made numerous appearances on National Public Radio, most recently as a regular guest on WCAI's "The Point with Mindy Todd."

Description of Previous Similar Assignments

The following has been accomplished by our agency on behalf of Children's Cove over the last year:

- *Rainbow Letter Campaign*

We have consulted with Children's Cove management on how to position the letter, which was written by a young girl who used Children's Cove services. The agency developed the message around a campaign for target markets: children, parents and conference attendees.

The initiative involved copywriting and creative for print, radio and conference presentation. Public relations was also used to attain interviews with Children's Cove management. The agency effectively purchased all print and radio for the campaign.

The initiative began in September 2018 and was completed in April 2019. Please see attached for the ad and press publicity.

- *Teen TASK Force*

The agency consulted Children's Cove about the scope and focus of the Teen TASK Force project. This included attending monthly sessions and presentations to teams, as well as working with them to develop their messages and ideas.

The agency has developed creative materials as needed for the teams to execute their ideas. Public relations was utilized to attain publicity about the Teen TASK Force. Please see attached press publicity.

The initiative began in January 2019 and will be completed in May 2019.

- *Collateral*

The agency developed new collateral, "What to Expect" rack card, refined existing concepts to fulfillment (e.g., the Cootie Catcher) and updated existing collateral.

Foreign-language collateral was developed to aid the outreach in underserved communities. This collateral was formatted for both print and social media. The agency worked with translators to complete the assignment and managed the print orders.

The tactic began in July 2018 and was completed in March 2019.

It's hard to read this letter.

It's even harder to
imagine something
like this happening
to someone you love.

Protecting your child starts
with having an open and
ongoing dialogue about
body safety and child
sexual abuse. For tips
on having this important
conversation, and for
guidance on what to do if
you suspect your child has
been sexually abused, visit
childrenscove.org.

today I will be writing
about my experience at children's
cove

children's cove is like amazing
they help you with what happened
to you I was sexual abused when
I was 9 and in 3rd grade my
sister was the first person I told
I was afraid to tell my parents
so on my birthday they found
out after dinner they ask me
I was crying and told them
everything 10-21-15 he was
gone.

The next day I went
to children's cove I believe I
met this wonderful lady named
melanie she was so pretty
and so nice I loved her
smile it made me feel like
I could tell her anything
after everything I felt brave
I was having nightmares
and then I stopped having
them. I sang songs about
how I am brave and know
one can make me afraid
any more thank you
children's cove for everything
remember your not alone
you have to believe in
me and believe in you too

This letter was written by a child from Cape Cod. We admire her courage and resiliency and are grateful to her and her family for sharing their story. She hopes her words will give courage to another child, help parents prevent harm to their children, and raise awareness.



Providing Hope
and Healing
for Abused Children

Cape sexual abuse awareness drive gives children a voice

By Cynthia McCormick

Posted Mar 10, 2019 at 7:00 PM Updated Mar 11, 2019 at 6:20 AM

Young survivor's 'rainbow letter' becomes centerpiece of campaign.

HYANNIS — The thank-you letter looks as cheerful as can be, printed by a child's hand in six colors of magic marker.

But the expression of gratitude extended to Children's Cove also provides heart-wrenching testimony about the sexual abuse the child experienced when she was only 9 years old — as well as the services that helped her heal.

"Children's Cove is like amazing. They help you with what happened to you," the child wrote in fine point.

Officials at Children's Cove, a Barnstable County agency that conducts forensic interviews of children who police and child protection workers suspect have been sexually abused, are calling the child's missive the "rainbow letter."

They are using it in an awareness campaign that started this winter to educate parents and adults about child sexual abuse — and to let children themselves know that help is available.

The child who wrote the rainbow letter came to Children's Cove a little more than three years ago, said Jacob Stapledon, community educator and outreach coordinator with Children's Cove.

She wrote her thank-you letter last spring, first printing her words in pencil on lined paper.

“Then she literally went through and colored every word,” said Stapledon, who said the girl’s voice also has been used in radio spots for Children’s Cove.

The idea is not only to educate parents about child sexual abuse but to let children know they have a right to speak up, Stapledon said.

“We also wanted to make sure we were addressing kids,” Stapledon said.

Silence is an unfortunate hallmark of child sexual abuse as it occurs, Stapledon noted, saying about 90 percent of children do not disclose their abuse to an adult.

In fact, the child survivor who wrote the rainbow letter said her sister “was the first person I told. I was afraid to tell my parents.”

But during a tearful conversation on her birthday she told her parents “everything,” the girl wrote. “The next day I went to Children’s Cove.”

A public service announcement featuring the rainbow letter already has appeared in a magazine, Stapledon said.

By April, which is Child Abuse Prevention Month, the brightly colored letter will be popping up in poster form in libraries, schools, pediatrician offices, recreation centers and on Woods Hole, Martha’s Vineyard and Nantucket Steamship Authority boats, Stapledon said.

“We really want to get this out there and visible,” he said. “We really wanted kids to be able to find that voice.”

The goal is to prompt a conversation about child sexual abuse so that it comes out of the darkness, Stapledon said.

Children viewing the poster may ask their parents what it’s about.

Children’s Cove advises parents to talk to their children about which parts of their body are private and under what circumstances someone can touch them — a doctor during an exam, a caregiver helping a child bathe or to use the toilet.

Stapledon advised parents to use anatomically correct words to describe body parts.

The parent might not recognize that the child is disclosing abuse if the child uses a euphemism, he said.

“Language is important,” Stapledon said. “It’s OK to talk about it.”

If parents suspect abuse, they should remain calm and not focus on someone in specific but inquire in general about different people the child is in contact with, Children’s Cove officials said on the agency’s website.

Parents or other adults with concerns can call the police, the state Department of Children and Families or Children’s Cove for advice on what to do next, Stapledon said.

Children’s Cove sees about 200 cases of suspected child abuse each year, Stapledon said.

Its workers conduct forensic interviews only with children whose cases have been referred by the police or the state department, Stapledon said.

In those cases, the forensic interviewer talks to the child on one side of a two-way mirror, while police, a mental health coordinator, pediatric Sexual Assault Nurse Examiner and family advocate witness the interview on the other side.

If the Department of Children and Families is involved, a representative of that agency also will be present, Stapledon said.

The forensic interviewer is trained in trauma-informed techniques, and the agency often refers children to mental health clinicians trained in trauma for follow-up care.

“Our first priority is the child,” Stapledon said.

If the case goes to court — and not all do — Children’s Cove also provides an advocate who attends the trial.

The person who sexually assaulted the writer of the rainbow letter is now a convicted criminal, Stapledon said.

“This case did lead to an arrest and a successful prosecution,” he said.

The child who wrote the letter and survived the abuse “has come so far in a lot of ways,” Stapledon said. “She is so brave.”

As for the girl herself, she wrote that Children’s Cove encouraged her to sing songs about how brave she is and made it safe for her to talk about the abuse.

"I met this wonderful lady named Melanie she was so pretty and so nice," the girl wrote.

"I loved her smile it made me feel like I could tell her anything," she said. "I was having nightmares and then I stopped having them. ... Thank you Children's Cove for everything. (Remember you're) not alone. You have to believe in me and believe in you too."

— *Follow Cynthia McCormick on Twitter: @Cmccormickcct*

Mashpee High School teen task force tackles abuse

By Tanner Stening

Posted Apr 2, 2019 at 6:36 PM Updated Apr 3, 2019 at 6:31 AM

MASHPEE — Mashpee High School sophomores are taking part in a campaign to help foster awareness of child and teen sexual abuse and assault through a partnership with Children’s Cove.

On Monday, the “TASK Force” — which stands for “taking a stand for kids” — met with leaders and educators from Children’s Cove, an agency based in Barnstable County that conducts forensic interviews of children who are believed to have been sexually abused.

The child advocacy center is looking to raise awareness of child sexual abuse by including youngsters ages 12 and older, or the teen population, in the conversation, according to Stacy Gallagher, the program’s director.

“We’re really struggling with that age group,” she said. “At the same time, as a piece of our awareness campaign, we’re trying to get information from them about what we can do better.”

The self-selected group of teens is the third “Teen TASK Force” to partake in the program, which began roughly three years ago, following separate TASK forces in Monomoy and Dennis-Yarmouth regional high schools.

The data about child and teen sexual abuse is daunting. One in four girls, and one in six boys, will be sexually abused before the age of 18, according to the National Sexual Violence Resource Center.

And more than 50 percent of the time, teens will talk to other teens about an incident before they report to adults such as parents, guidance counselors and school resource officers, according to Jacob Stapledon, community education and outreach coordinator at Children’s Cove.

Only one in ten children will disclose the abuse at all.

“Untreated trauma is one of the biggest challenges we face a small community, but also as a country,” Stapledon said.

Lifelong fallout of unresolved trauma from childhood abuse can lead to alcohol and substance abuse, mental illness, complex medical conditions and persistent difficulties in relationships, at work or in school, he said.

The TASK Force partnership is a way of empowering teens, giving them the ability to step into leadership roles to help support their communities, Stapledon said.

“We don’t know the best way to talk to teens,” Stapledon said. “Teens know the best way to talk to teens.”

As part of the program, the Mashpee TASK Force has worked on several projects, including a three-minute-long public service announcement featuring several of the students presenting the scenario of a theoretical assault, with the goal being how best to handle reporting such an incident to someone who can help.

April is Sexual Assault Awareness Month and National Child Abuse Prevention Month. The Mashpee teens are planning to give a presentation — and to show the video — during a resource event held for parents at the school on April 30.

The students have taken a keen interest in the projects, they said.

“I felt like I wanted to learn more and grow as a leader,” 15-year-old sophomore Clara Signs said after helping make the short video.

Ben Kennedy, 16, is interested in the forensic and business aspects of the Children’s Cove collaboration, he said.

Caroline Shields, 15, said her interest in the TASK force was sparked after listening to Stapledon speak about his experience as a student when confronted with stories of sexual abuse among his peers.

“I’ve already learned so much about everything,” Shields said.

Monday’s meeting included a presentation from State Police Trooper Jerry Donovan, who is part of the state’s cybercrime unit and the national Internet Crimes Against Children Task Force. Donovan shed light on how adults prey on children using social media, advising the students to monitor the settings on their accounts and to be careful about what photos they post online.

ATTACHMENT A
CERTIFICATE of NON-COLLUSION AND TAX
COMPLIANCE

Pursuant to MGL Chapter 62C, Section 49A, I certify under the penalties of perjury that I, to the best of my knowledge and belief, have complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

I certify under the penalties of perjury that this proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certificate, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club or other legal organization, entity or group of individuals.

Company: Grouper Marketing & Creative

Address: 683 Main Street, Osterville, MA 02655

Signature of Individual Signing Proposal, or Corporate Officer:

X _____



Telephone: (508) 420-5566

Social Security Number Or Federal Identification Number:

SSN or EIN 85-5126252

Date: 4/18/19

Any person or corporation which fails to execute this document
will be considered a non-responsive bidder and will be rejected
pursuant to MGL Chapter 30B.

ATTACHMENT B:
REFERENCE FORM

Contractor: Pierce-Coté Advertising / Grouper Marketing & Creative

Contractor must provide references for:

All current clients for which the Proposer is providing services.

Reference: JFK Hyannis Museum Contact: John Allen

Address: 397 Main Street Phone: (508) 790-3077

Hyannis, MA 02601 Fax: _____

Description and date(s) of supplies or services provided:

Advertising, Public Relations, Sales Promotion and Social Media

Reference: Community Development Partnership Contact: Britt Beedenbender

Address: 3 Main Street #7 Phone: (508) 240-7873

Eastham, MA 02642 Fax: (508) 240-5085

Description and date(s) of supplies or services provided:

Brand Development, Print Advertisements, Digital Advertisements
and Media Buying

Reference: Regional Substance Use Council Contact: Beth Albert

Address: 3195 Main St Phone: (508) 375-6628

Barnstable, MA 02630 Fax: 508-362-0290

Description and date(s) of supplies or services provided:

Google Adwords, Public Relations, Event Management and Advertising

Attach additional sheets if necessary.