

AGENDA PACKET
10/16/19 REGULAR MEETING

AGENDA ITEM 6a

Authorizing the appointment of a temporary County Treasurer pursuant to Section 4-2 (b)(1) of the Barnstable County Home Rule Charter and Massachusetts General Laws Chapter 35, Section 2, who shall assume “all functions, duties and responsibilities of the County Treasurer with respect to the retirement system” pursuant to Massachusetts General Laws Chapter 32, Section 20

Part I ADMINISTRATION OF THE GOVERNMENT

Title IV CIVIL SERVICE, RETIREMENTS AND PENSIONS

Chapter 32 RETIREMENT SYSTEMS AND PENSIONS

Section 20C RETIREMENT BOARD MEMBER STATEMENT OF FINANCIAL INTEREST

Section 20C. *Retirement Board Member Statement of Financial Interest.* —

(a) Every member of a retirement board shall file a statement of financial interests for the preceding calendar year with the commission: (i) within 30 days of becoming a member of a retirement board; (ii) by May 1 of each year thereafter that the person is a member of a retirement board; and (iii) by May 1 of the year after the person ceases to be a member of a retirement board.

(b) The commission shall, upon receipt of a statement of financial interests under this section, issue to the person filing the statement a receipt verifying the fact that a statement of financial interests has been filed and a receipted copy of the statement.

(c) No member of a retirement board may continue in the member's duties unless the member has filed a statement of financial interests with the commission as required by this section.

(d) The statement of financial interests filed under this section shall be on a form prescribed by the commission and shall be signed under penalty of perjury by the reporting person.

(e) A reporting person shall disclose, to the best of the person's knowledge, the following information for the preceding calendar year, or as of the last day of the year with respect to the information required by clauses (2), (3) and (6); provided, however, that the person shall also disclose the same information with respect to the person's immediate family; and provided further, that no amount need be given for the information about the reporting person's immediate family:

(1) the name and address of, the nature of association with, the share of equity in, if applicable, each business with which the person is associated;

(2) the identity of all securities and other investments with a fair market value of greater than \$1,000 which were beneficially-owned, not otherwise reportable hereunder;

(3) the name and address of each creditor to whom more than \$1,000 was owed; provided, however, that obligations arising out of retail installment transactions, educational loans, medical and dental expenses, debts incurred in the ordinary course of business and any obligation to make alimony or support payments, shall not

be reported; and provided further, that such information need not be reported if the creditor is a relative of the reporting person within the third degree of consanguinity or affinity;

(4) the name and address of the source and the cash value of any reimbursement for expenses aggregating more than \$100 in the calendar year if the recipient is a member of a retirement board and the source of the reimbursement is a person having a direct interest in a matter before the retirement board of which the recipient is a member;

(5) the name and address of the donor and the fair market value, if determinable, of any gifts aggregating more than \$100 in the calendar year, if the recipient is a member of a retirement board and the source of the gift is a person having a direct interest in a matter before the retirement board of which the recipient is a member;

(6) the name and address of the source and the fair market value of any honoraria aggregating more than \$100 if the recipient is a member of a retirement board and the source of such honoraria is a person having a direct interest in a matter before a retirement board;

(7) the name and address of any creditor who has forgiven an indebtedness of over \$1,000 and the amount forgiven if the creditor is a person having a direct interest in a matter before a retirement board; provided, however, that no such information

need be reported if the creditor is a relative within the third degree of consanguinity or affinity of the reporting person, or the spouse of such a relative; and

(8) the name and address of any business from which the reporting person is taking a leave of absence.

Nothing in this section shall be construed to require the disclosure of information, which is privileged by law.

Failure of a reporting person to file a statement of financial interests within 30 days of receipt of the notice in writing from the commission which states in detail the deficiency and the penalties for failure to file a statement of financial interests or the filing of an incomplete statement of financial interests after receipt of a notice shall result in the removal of the reporting person from the board and the reporting person shall not serve on a retirement board established under this chapter, under chapter 34B or the retirement board of the Massachusetts Water Resources Authority; provided, however, that, if the reporting person has filed an incomplete statement of financial interests the removal shall be stayed upon the filing of an appeal under subdivision (4) of section 16. If the non-complying member is an ex-officio member, the member's appointing authority shall appoint a different individual to serve on the board or if the member is directly elected by the people, a different individual shall be appointed to serve on the board by the mayor, county commissioners or board of selectman as the case may be.

AGENDA ITEM 6c

Discussion of a proposed Barnstable County Capital Procurement Program
Guide

Barnstable County

Capital Improvement Program (CIP)

Purpose and Scope

A capital improvement program provides a blueprint for planning capital expenditures and is one of the most important responsibilities of local government officials. It coordinates community planning, financial capacity, and physical development.

A CIP is composed of two parts—a capital program and a capital budget. The capital program is a community planning and fiscal management tool that spans five to ten years. The capital program identifies capital items, which are typically defined as tangible assets or projects that cost more than a certain threshold and that have a minimal useful life span (such as five years), provides a planning schedule, and offers financing options. The capital budget is the upcoming year's spending plan for capital items that is presented to the legislative body for approval.

Applicability

- All County Departments will submit to the Capital Improvement Committee a five year Capital Improvement Plan in accordance with the policy herein defined.
- A capital expenditure is typically defined in terms of useful life and cost. Barnstable County considers a capital purchase to be one of over \$25,000 with a useful life of at least 5 years.
- Purchases not meeting those thresholds should be considered an expense in the operating budget.

Policy

- The county will make all capital improvements in accordance with an adopted capital improvement program.
- The county will develop a multi-year plan for capital improvements and update it annually.
- The county will enact an annual capital budget based on the multi-year capital improvement plan. Future capital expenditures necessitated by changes in population, changes in real estate development or changes in economic base will be calculated and included in capital budget projections.

- The county will coordinate development of the capital improvement budget with development of the operating budget. Future operating costs associated with new capital improvement will be projected and included in operating budget forecasts.
- The county will use intergovernmental assistance to finance only those capital improvements that are consistent with the capital improvement plan and priorities, and whose operating and maintenance costs have been included in operating budget forecasts.
- The county will maintain all its assets at a level adequate to protect the county's capital investment and to minimize future maintenance and replacement costs.
- The county, as part of its capital planning process, will project its equipment replacement and maintenance needs for the next several years and will update this projection each year. From this projection, a maintenance and replacement schedule will be developed and followed.
- The county will identify the estimated costs and potential funding sources for each capital project proposal before it is submitted to the County Commissioners and Delegates for approval.
- The county will determine the least costly financing method for all new projects.

Procedures

- The Capital Improvement Committee is comprised of:
 - County Administrator
 - Assistant County Administrator
 - Finance Director
 - Chief Procurement Officer
- The capital package is released annually in September and returned by end of October.
- A meetings schedule will be released for November and December, where the Capital Improvement Committee (CIC) listens to requests and deliberates as to what capital projects they will forward to the Commissioners and Delegates for approval.
- The CIC will also determine the appropriate funding sources to be presented.

AGENDA ITEM 6d

Discussion of proposed Barnstable County Procurement Card Policy and Procedures

Barnstable County Finance Department Purchasing/Procurement

Purpose and Scope

- The County of Barnstable has established a procurement card program to provide for the rapid acquisition of primarily low dollar items. The procurement card program is designed to promote purchasing efficiency, flexibility, and convenience. Procurement card purchases shall be made in accordance with established purchasing rules and policies.
- The County of Barnstable has contracted with TD Bank to provide credit cards, called procurement cards. The procurement cards are to be used solely to purchase goods and services for the County of Barnstable.
- The primary purpose of the procurement card program is provision of a single credit account for local and internet purchases. Benefits of the program are reduced time, paperwork and handling costs along with a more rapid and efficient receipt of goods.
- The purpose of these policies and procedures is to establish guidelines to govern the issuance and use of procurement cards.

Applicability

- All County Departments including the Cape Cod Commission. The Finance Director or their designee will make Procurement Card Issuance determinations for the County employees and the Cape Cod Commission employees. The decision of the Finance Director shall be final.

Definitions

- Procurement Card: A credit card that is issued to designated departments/employees to facilitate the purchase of goods and services.
- Program Administrator: Performed by the Finance Director with daily transaction processing provided by the accounts payable. The Finance Director shall have oversight of the program to the extent of meeting the County's financial policies.
- Program Manager: The Finance Director shall designate certain Department Heads to be granted access to the TD Bank website for the sole purpose of reviewing and approving procurement card transactions of their department(s).

Policy

- It is the policy of the County of Barnstable to allow the issuance and use of procurement cards to designated departments and/or employees. Procurement cards are to be issued at the discretion of and subject to approval by the Program Administrator.
- Cards are to be used for County of Barnstable business only. Improper use of the card shall result in loss of privilege and/or disciplinary action in accordance with Barnstable County Policies and Procedures Manual.
- In no circumstance may a procurement card be used to purchase alcoholic beverages.
- The County of Barnstable reserves the right to suspend or cancel any employee's procurement card without warning at any time.
- Use of procurement cards shall be governed by all applicable rules, regulations and policies of the County of Barnstable, and the laws of the Commonwealth of Massachusetts including MGL Chapter 30B (The Uniform Procurement Act).
- In that the procurement card process is intended to facilitate the acquisition of items, services, emergencies, online purchases, travel, and any other appropriate county purchase the procurement card purchases may still require the issuance of a purchase order. Procurement card limits will be set on a case by case based on the department's needs. These will be reviewed by the Program Manager.
- The Finance Director and County Auditor reserve the right to conduct random audits of the procurement card program to ensure compliance with any County accounts payable or procurement policies.

Procedures

- Issuance of a Procurement Card

An employee who wishes to be issued a procurement card must complete a card application form ("Cardholder Agreement" included herein) and submit to the Program Administrator. The Program Administrator shall establish the parameters for the approved employee's use of the card.

Procurement cards are requested from the financial institution by the Program Administrator after it has been determined the employee needs a card for his/her official duties. The Program Administrator will distribute the card to the employee. Cards will be revoked for misuse or non-compliance with procedures. Fraudulent or other misuse is grounds for disciplinary action.

Parameters for use of a card shall be established by the Program Administrator in consultation with the Department Head and shall include:

The limit on the number of daily transactions allowed on the card

The limit on how much can be charged to the card per month
The general ledger account to which procurement card transactions are to be charged
Limitations on the kinds of expenses that can be incurred with the procurement card

- Use of a Procurement Card

Only the authorized cardholder may use a procurement card. Delegation of authority is not permitted. Under no circumstances may a cardholder give his/her procurement card to another person.

Cardholders shall make all efforts to safeguard against use by unauthorized individuals.

Card is not to be used for any personal expense items.

At the time of a transaction, the cardholder should advise the vendor of the County's tax exempt status and give the vendor the County's tax ID # embossed on the card.

At no time shall the card be charged for sales tax.

At the time of the transaction, the cardholder must obtain a W9 from the vendor unless they have already verified the vendor is currently an established vendor within our accounts payable system. (Foreign vendors will be a W8)

At the time of transaction, the cardholder must obtain an original, **detailed transaction receipt that is marked by the vendor as "paid"**. The receipt should include the following information: vendor's name, date of transaction, description of each item purchased, unit cost and extension, the cardholder name and the signature of the cardholder.

Food or restaurant receipts **must be itemized and detailed** with reason for the purchase. Restaurant receipts must include a detailed slip of the food served, along with the signed transaction receipt. Alcoholic beverages may not be charged to the procurement card.

- Purchase over the Internet

If the procurement card is used to purchase a good or service over the internet, the card user must print the confirmation page from the website showing the details of the order.

- Purchase by phone

If the procurement card is used to purchase a good or service over the phone, the card user should ask for a confirmation of the order by fax or email.

- Receipts for all transactions

A cardholder must turn in receipts to their department head for approval upon a completed purchase.

- Packing slips for goods received

In the case of a good purchased, upon receipt of the good, the packing slip shall be transmitted to the department head to be attached to the invoice.

- Bill Submission

The department is responsible for placing all monthly credit card purchases on a Credit Card Invoice Warrant by the second day of the following month and forward to accounting to process. All receipts and invoices must be original.

- Lost or stolen cards

Lost or stolen cards must be reported to the Program Administrator immediately. Replacement cards will be issued as soon as possible.

- Cancellation of card

The Program Administrator will forward any cancelled cards to the financial institution.

Program Manager Responsibilities

- The Program Manager shall have access to the TD Bank website and shall review and approve all procurement card transactions and shall have the authority to reclassify the general ledger account to be charged for a particular transaction. Approval by the Program Manager shall constitute confirmation that the County has received the goods purchased.
- The Program Administrator is responsible for overseeing the County Auditor who will review and approve all transactions prior to final processing and posting to the general ledger. Receipts for any given month will be submitted to the County Auditor no more than two (2) days after the billing closing date imposed by TD Bank.

Vendor Relations

- The cardholder is responsible for ensuring receipt of goods and services purchased with procurement card.
- The cardholder is responsible to follow up with vendors on any erroneous charges, disputed items or returns.
- If a resolution cannot be reached within 48 hours of the purchase, the cardholder must notify the Program Administrator immediately.
- The Program Administrator will handle dispute claims against a vendor.
- The Program Administrator will decide if there are grounds for a formal dispute request to be filed with TD Bank to temporarily remove the charge from the account. Every effort will be made between the parties to reach a satisfactory result.

**Barnstable County
Finance Department
Cardholder Agreement
(Procurement Card Application & Acceptance Form)**

Cardholder: _____

Dept Name: _____

Work Phone: _____

Security Questions:

Card Number: _____
(Leave Blank)

I, _____ have read and understand the
(Name of cardholder)
responsibilities of using the procurement card issued by TD Bank for the County of Barnstable.

I agree to use the County of Barnstable procurement card in a manner consistent with my job responsibilities, County policy, and the procedures detailed in the Procurement Card Program and Purchasing Procedures (attached) also known as "Cardholder Guide."

I agree that the card will be for my use only and will not be given or loaned to other employees or individuals.

I understand that in the case of a card issued to a Department of the County, the Department Head shall sign the Cardholder Agreement and be responsible for use of the card by any member of the Department.

I understand that my failure to use the County of Barnstable Procurement Card as it is intended may result in my forfeiture of the card to the County and any other appropriate disciplinary action up to and including termination.

The default account number for my credit card charges will be: _____

(Employee Signature)

(Date)

(Department Head Signature)

(Date)

(Program Administrator)

(Date)

AGENDA ITEM 6e

Fiscal Year 2021 Board of Regional Commissioners' Budget Message

Greetings;

Pursuant to the Acts of 1988, Chapter 163, the so called Home Rule Charter, Section 5-3, the County's Board of Regional Commissioners recognizing that the County's role in meeting the needs of Cape Cod's citizens and working in collaboration with local municipal officials especially in the areas of rising water and thus coastal resiliency, the challenges to meet and monitor clean water requirements while meeting the obligation to employ innovative, and alternative strategies for the prevention and mitigation of nutrient accumulation in our waters, protecting the public against safety and health threats borne by our natural and wild environment from insects to protected mammals, while continuing to provide the menu of ongoing regional services that this County provides, we offer this outline that sets the parameters for a FY 2020 Budget. The Budget Message recognizes that controlling costs remains a priority and thus utilizing collaboration and innovation from the County's talented and committed network of employees will best achieve our mission to meet the multiple challenges Cape Cod faces with an effective and flexible plan of action that holds the bottom line on spending. Thus FY 20 will be on par with the County's past four budgets, to the credit of our staff.

PROPOSED FY 21 BUDGET MESSAGE & BUDGET DEVELOPMENT GUIDELINES

1. FY2021 will require continued restraint to ensure good fiscal management.
2. Creation of a Capital Reserve Account to be set aside for capital investments and maintenance.
3. Creation of a stabilization reserve. When evaluating our current unreserved fund balance compounded by our capital deficit, we are underperforming in the category of financial planning in terms of stabilization availability limiting our ability to make budget corrections in time of economic recession. Corrections must be made to prevent dramatic reductions to services.
4. Enterprise and other business accounts. Audit and reviews of management, pricing and depreciation accounting to create sustainable business planning and financing.
5. Commissioners have adopted a New Hire Policy in July 2017; all Departments shall follow these Guidelines. New position requests will be reviewed on an as needed basis weighing and balancing value added with potential for new revenue growth. No position will be added without a corresponding revenue offset. Pay as you grow.
6. Any proposed increase of hours to a part-time employee shall be supported by a direct increase in Department Revenue to cover all related salary costs.
7. All departments shall continue reporting and budget requests on similar forms. The Finance Department shall create a Budget form which all Departments shall use. (simple and same format).
8. All Capital Budget Requests with funding source shall be listed on the Departments Request Form and compiled on a separate sheet with all projected funding sources. These items shall be included in the FY21 Budget Ordinance, and a separate Bonding Ordinance shall be prepared listing each project and

amount with term of Bond anticipation. Capital Bonding Budget shall follow the time line within the County Charter.

9. Each Department shall continue to allocate an estimate of related cost of utilities, phone service, custodial service as relates to the space allocated to the Department. This exercise will begin to establish the future true costs of each Department and be a useful tool in the allocation of space, and ability of County Departments becoming self-sustaining.
10. The Budget shall contain a line item of Debt Budget, i.e. principal and interest on debt. A recurring funding source should be allocated for this continuing expense. Staff is requested to attempt to address this allocation for future bonding expenses.
11. The Budget shall contain a line item for Short Term Debt Interest and a line item for Short Term Debt paydown. Staff is requested to allocate this for annual renewal of Short-Term Debt or BANS.
12. Staff shall continue to address the outstanding Bonding of projects that have been completed with budgeted and available revenue. This includes the re-vote of Ordinances to change funding from Bonding to a funding source such as Stabilizations Fund, Other Available Funds, Reserves, or sources recommended by the Finance Director, and reconsideration on votes of projects not yet started.
13. The Budget shall reflect (if any) the effects of the new State and Federal laws that deal with Earned Sick Time, Overtime Calculation, Health related increases and Massachusetts Wage & Hour Laws. Staff shall continue to keep the Commissioners informed as to any changing laws and their effect on County operation
14. The FY21 Budget shall be balanced with projected Revenues with consideration the use or transfer of Reserves, or new Tax increase.
15. The County Commissioners plan to create a 3-year Strategic Plan for Barnstable County. Staff shall review all services related to their Departments and establish a Cost vs Effectiveness of these services. This exercise will aid the Commissioners in establishing a Strategic Plan.
16. Projected Revenues shall reflect, along with other projection tools and practices, a three -year average of actual Revenue collected. Consideration of unusual years maybe be noted.
17. Each Department shall identify a reduction within their respective Budgets in the event the Commissioners are faced with Budget Deficit steaming from rising fixed cost such as Health, operating costs and possible litigation settlement costs.
18. Staff shall continue to identify a fixed funding source to be allocated to OPEB reserve account.
19. Staff need to evaluate all positions which have been established using a Grant funding source, each position and Grant shall be reviewed to determine that the County still receives Grant funding and is adequate to cover the expense of the Position. Positions which have been determined the Grant Funding is coming to an end, or ended, will need to be re-evaluated as to their continuing funding within the General Fund of the Budget. New funding sources shall be identified for their continuing support

20. The Administrator shall continue to work with the County's Real Estate Committee and review all existing properties to insure all County assets are utilized to their highest and best use and draft a space needs plan with projections for growth or contraction as needed consistent with the County's Capital Plan.
21. General management reviews shall be encouraged for the County at large and within all Departments as internal guides to insure County needs are being met at a regional and municipal level especially in areas such as water quality management, waste water programing and solid waste strategies.
22. Growth potential in increasing the County's investment in energy efficient utility replacement, solar development and electric vehicle accommodations.
23. Relocation of County Extension Department.
24. Collaborate between departments to facilitate dredge services, coastal resiliency projects, rising water strategies towards prevention and protection of people and properties, and developing long term strategies that anticipate Cape Cod's changing climate challenges.

AGENDA ITEM 8a

Authorizing the execution of an agreement, and the creation of new revenue fund, for a grant from the Massachusetts Executive Office of Energy and Environmental Affairs to the Cape Cod Commission, in the amount of \$145,200.00 for a period through June 30, 2021, for Planning Assistance for the "Responding to Climate Change: Promoting Resilient Local Action" Project

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



This form is jointly issued and published by the [Executive Office for Administration and Finance \(ANF\)](#), the [Office of the Comptroller \(CTR\)](#) and the [Operational Services Division \(OSD\)](#) as the default contract for all Commonwealth Departments when another form is not prescribed by regulation or policy. Any changes to the official printed language of this form shall be void. Additional non-conflicting terms may be added by Attachment. Contractors may not require any additional agreements, engagement letters, contract forms or other additional terms as part of this Contract without prior Department approval. Click on hyperlinks for definitions, instructions and legal requirements that are incorporated by reference into this Contract. An electronic copy of this form is available at www.mass.gov/osc under [Guidance For Vendors - Forms](#) or www.mass.gov/osd under [OSD Forms](#).

CONTRACTOR LEGAL NAME: County of Barnstable (and d/b/a):	COMMONWEALTH DEPARTMENT NAME: Exec. Office of Energy and Env. Affairs MMARS Department Code:
Legal Address: (W-9, W-4,T&C): 3195 Main Street Barnstable, MA 02630	Business Mailing Address: 100 Cambridge Street, 9 th Floor Boston, MA 02114
Contract Manager: Erin Perry, Deputy Director	Billing Address (if different):
E-Mail: eperry@capecodcommission.org	Contract Manager: Kurt Gaertner
Phone: 508-362-3828 Fax: 508-362-3136	E-Mail: Kurt.Gaertner@mass.gov
Contractor Vendor Code: VC 6000194979	Phone: 617-626-1154 Fax: 617-626-1181
Vendor Code Address ID (e.g. "AD001"): AD ____ (Note: The Address Id Must be set up for EFT payments.)	MMARS Doc ID(s): RFR/Procurement or Other ID Number: ENV 20 DCS 11
<p style="text-align: center;"><input checked="" type="checkbox"/> NEW CONTRACT</p> PROCUREMENT OR EXCEPTION TYPE: (Check one option only) <input type="checkbox"/> Statewide Contract (OSD or an OSD-designated Department) <input type="checkbox"/> Collective Purchase (Attach OSD approval, scope, budget) <input checked="" type="checkbox"/> Department Procurement (includes State or Federal grants 815 CMR 2.00) (Attach RFR and Response or other procurement supporting documentation) <input type="checkbox"/> Emergency Contract (Attach justification for emergency, scope, budget) <input type="checkbox"/> Contract Employee (Attach Employment Status Form , scope, budget) <input type="checkbox"/> Legislative/Legal or Other: (Attach authorizing language/justification, scope and budget)	<p style="text-align: center;"><input type="checkbox"/> CONTRACT AMENDMENT</p> Enter Current Contract End Date <i>Prior</i> to Amendment: ____. Enter Amendment Amount: \$ _____. (or "no change") AMENDMENT TYPE: (Check one option only. Attach details of Amendment changes.) <input type="checkbox"/> Amendment to Scope or Budget (Attach updated scope and budget) <input type="checkbox"/> Interim Contract (Attach justification for Interim Contract and updated scope/budget) <input type="checkbox"/> Contract Employee (Attach any updates to scope or budget) <input type="checkbox"/> Legislative/Legal or Other: (Attach authorizing language/justification and updated scope and budget)
The following COMMONWEALTH TERMS AND CONDITIONS (T&C) has been executed, filed with CTR and is incorporated by reference into this Contract. <input checked="" type="checkbox"/> Commonwealth Terms and Conditions <input type="checkbox"/> Commonwealth Terms and Conditions For Human and Social Services	
COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00. <input type="checkbox"/> Rate Contract (No Maximum Obligation. Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.) <input checked="" type="checkbox"/> Maximum Obligation Contract Enter Total Maximum Obligation, for total duration of this Contract (or <i>new</i> Total if Contract is being amended). \$145,200 _____.	
PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within 10 days ___% PPD; Payment issued within 15 days ___% PPD; Payment issued within 20 days ___% PPD; Payment issued within 30 days ___% PPD. If PPD percentages are left blank, identify reason: <input checked="" type="checkbox"/> agree to standard 45 day cycle ___ statutory/legal or Ready Payments (G.L. c. 29, § 23A); ___ only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy .)	
BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT: (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.) EEA & the County of Barnstable hereby contract for the Cape Cod Commission's "Responding to Climate Change: Model Coastal Resiliency Bylaw focused on four communities" proposal as detailed in the attached materials.	
ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: <input checked="" type="checkbox"/> 1. may be incurred as of the Effective Date (latest signature date below) and no obligations have been incurred prior to the Effective Date . <input type="checkbox"/> 2. may be incurred as of _____, 20____, a date LATER than the Effective Date below and no obligations have been incurred prior to the Effective Date . <input type="checkbox"/> 3. were incurred as of _____, 20____, a date PRIOR to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.	
CONTRACT END DATE: Contract performance shall terminate as of <u>June 30, 2021</u> , with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.	
CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor makes all certifications required under the attached Contractor Certifications (incorporated by reference if not attached hereto) under the pains and penalties of perjury, agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable Commonwealth Terms and Conditions , this Standard Contract Form including the Instructions and Contractor Certifications , the Request for Response (RFR) or other solicitation, the Contractor's Response, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 21.07 , incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.	
AUTHORIZING SIGNATURE FOR THE CONTRACTOR: X: _____ Date: _____ (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>Ron Bergstrom, Ronald Beaty, Mary Pat Flynn</u> Print Title: <u>Barnstable County Commissioners</u>	AUTHORIZING SIGNATURE FOR THE COMMONWEALTH: X: _____ Date: _____ (Signature and Date Must Be Handwritten At Time of Signature) Print Name: _____ Print Title: _____

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



INSTRUCTIONS AND CONTRACTOR CERTIFICATIONS

The following instructions and terms are incorporated by reference and apply to this Standard Contract Form. Text that appears underlined indicates a "hyperlink" to an Internet or bookmarked site and are unofficial versions of these documents and Departments and Contractors should consult with their legal counsel to ensure compliance with all legal requirements. Using the Web Toolbar will make navigation between the form and the hyperlinks easier. Please note that not all applicable laws have been cited.

CONTRACTOR LEGAL NAME (AND D/B/A): Enter the Full Legal Name of the Contractor's business as it appears on the Contractor's [W-9](#) or [W-4 Form](#) (Contract Employees only) and the applicable [Commonwealth Terms and Conditions](#). If Contractor also has a "doing business as" (d/b/a) name, BOTH the legal name and the "d/b/a" name must appear in this section.

Contractor Legal Address: Enter the Legal Address of the Contractor as it appears on the Contractor's [W-9](#) or [W-4 Form](#) (Contract Employees only) and the applicable [Commonwealth Terms and Conditions](#), which must match the legal address on the 1099 table in MMARS (or the Legal Address in HR/CMS for Contract Employee).

Contractor Contract Manager: Enter the authorized Contract Manager who will be responsible for managing the Contract. The Contract Manager should be an Authorized Signatory or, at a minimum, a person designated by the Contractor to represent the Contractor, receive legal notices and negotiate ongoing Contract issues. The Contract Manager is considered "Key Personnel" and may not be changed without the prior written approval of the Department. If the Contract is posted on Comm-PASS, the Contract Manager must be listed on the Vendor Section tab.

Contractor E-Mail Address/Phone/Fax: Enter the electronic mail (e-mail) address, phone and fax number of the Contractor Contract Manager. This information must be kept current by the Contractor to ensure that the Department can contact the Contractor and provide any required legal notices. Notice received by the Contract Manager (with confirmation of actual receipt) through the listed address, fax number(s) or electronic mail address will meet any written legal notice requirements.

Contractor Vendor Code: The Department must enter the [MMARS Vendor Code](#) assigned by the Commonwealth. If a Vendor Code has not yet been assigned, leave this space blank and the Department will complete this section when a Vendor Code has been assigned. The Department is responsible under the [Vendor File and W-9s Policy](#) for verifying with authorized signatories of the Contractor, as part of contract execution, that the legal name, address and Federal Tax Identification Number (TIN) in the Contract documents match the state accounting system.

Vendor Code Address ID: (e.g., "AD001") The Department must enter the MMARS Vendor Code Address Id identifying the payment remittance address for Contract payments, which MUST be set up for EFT payments PRIOR to the first payment under the Contract in accordance with the [Bill Paying](#) and [Vendor File and W-9](#) policies.

COMMONWEALTH DEPARTMENT NAME: Enter the full Department name with the authority to obligate funds encumbered for the Contract.

Commonwealth MMARS Alpha Department Code: Enter the [three \(3\) letter MMARS Code](#) assigned to this Commonwealth Department in the state accounting system.

Department Business Mailing Address: Enter the address where all formal correspondence to the Department must be sent. Unless otherwise specified in the Contract, legal notice sent or received by the Department's Contract Manager (with confirmation of actual receipt) through the listed address, fax number(s) or electronic mail address for the Contract Manager will meet any requirements for legal notice.

Department Billing Address: Enter the Billing Address or email address if invoices must be sent to a different location. Billing or confirmation of delivery of performance issues should be resolved through the listed Contract Managers.

Department Contract Manager: Identify the authorized Contract Manager who will be responsible for managing the Contract, who should be an authorized signatory or an employee designated by the Department to represent the Department to receive legal notices and negotiate ongoing Contract issues.

Department E-Mail Address/Phone/Fax: Enter the electronic mail (e-mail) address, phone and fax number of the Department Contract Manager. Unless otherwise specified in the Contract, legal notice sent or received by the Contract Manager (with confirmation of actual receipt) through the listed address, fax number(s) or electronic mail address will meet any requirements for written notice under the Contract.

MMARS Document ID(s): Enter the MMARS 20 character encumbrance transaction number associated with this Contract which must remain the same for the life of the Contract. If multiple numbers exist for this Contract, identify all Doc Ids.

RFR/Procurement or Other ID Number or Name: Enter the Request for Response (RFR) or other Procurement Reference number, Contract ID Number or other reference/tracking number for this Contract or Amendment and will be entered into the Board Award Field in the MMARS encumbrance transaction for this Contract.

NEW CONTRACTS (left side of Form):

Complete this section ONLY if this Contract is brand new. (Complete the CONTRACT AMENDMENT section for any material changes to an existing or an expired Contract, and for exercising options to renew or annual contracts under a multi-year procurement or grant program.)

PROCUREMENT OR EXCEPTION TYPE: Check the appropriate type of procurement or exception for this Contract. Only one option can be selected. See [State Finance Law and General Requirements](#), [Acquisition Policy and Fixed Assets](#), the [Commodities and Services Policy](#) and the [Procurement Information Center \(Department Contract Guidance\)](#) for details.

Statewide Contract (OSD or an OSD-designated Department): Check this option for a Statewide Contract under OSD, or by an OSD-designated Department.

Collective Purchase approved by OSD. Check this option for Contracts approved by OSD for collective purchases through federal, state, local government or other entities.

Department Contract Procurement. Check this option for a Department procurement including state grants and federal sub-grants under [815 CMR 2.00](#) and [State Grants and Federal Subgrants Policy](#), Departmental Master Agreements (MA). If multi-Department user Contract, identify multi-Department use is allowable in Brief Description.

Emergency Contract. Check this option when the Department has determined that an unforeseen crisis or incident has arisen which requires or mandates immediate purchases to avoid substantial harm to the functioning of government or the provision of necessary or mandated services or whenever the health, welfare or safety of clients or other persons or serious damage to property is threatened.

Contract Employee. Check this option when the Department requires the performance of an [Individual Contractor](#), and when the planned Contract performance with an Individual has been classified using the [Employment Status Form](#) (prior to the Contractor's selection) as work of a Contract Employee and not that of an Independent Contractor.

Legislative/Legal or Other. Check this option when legislation, an existing legal obligation, prohibition or other circumstance exempts or prohibits a Contract from being competitively procured, or identify any other procurement exception not already listed. Legislative "earmarks" exempt the Contract solely from procurement requirements, and all other Contract and state finance laws and policies apply. Supporting documentation must be attached to explain and justify the exemption.

CONTRACT AMENDMENT (Right Side of Form)

Complete this section for any Contract being renewed, amended or to continue a lapsed Contract. All Contracts with available options to renew must be amended referencing the original procurement and Contract doc ids, since all continuing contracts must be maintained in the same Contract file (even if the underlying appropriation changes each fiscal year.) *See [Amendments, Suspensions, and Termination Policy](#).)

Enter Current Contract End Date: Enter the termination date of the Current Contract being amended, even if this date has already passed. (Note: Current Start Date is not requested since this date does not change and is already recorded in MMARS.)

Enter Amendment Amount: Enter the amount of the Amendment increase or decrease to a Maximum Obligation Contract. Enter "no change" for Rate Contracts or if no change.

AMENDMENT TYPE: Identify the type of Amendment being done. Documentation supporting the updates to performance and budget must be attached. **Amendment to Scope or Budget.** Check this option when renewing a Contract or executing any Amendment ("material change" in Contract terms) even if the Contract has lapsed. The parties may negotiate a change in any element of Contract performance or cost identified in the RFR or the Contractor's response which results in lower costs, or a more cost-effective or better value performance than was presented in the original selected response, provided the negotiation results in a better value within the scope of the RFR than what was proposed by the Contractor in the original selected response. Any "material" change in the Contract terms must be memorialized in a formal Amendment even if a corresponding MMARS transaction is not needed to support the change. Additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in [801 CMR 21.07](#), incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.

Interim Contracts. Check this option for an Interim Contract to prevent a lapse of Contract performance whenever an existing Contract is being re-procured but the new procurement has not been completed, to bridge the gap during implementation between an expiring and a new procurement, or to contract with an interim Contractor when a current Contractor is unable to complete full performance under a Contract.

Contract Employee. Check this option when the Department requires a renewal or other amendment to the performance of a Contract Employee.

Legislative/Legal or Other. Check this option when legislation, an existing legal obligation, prohibition or other circumstance exempts or prohibits a Contract from being competitively procured, or identify any other procurement exception not already listed. Legislative "earmarks" exempt the Contract solely from procurement requirements, and all other Contract and state finance laws and policies apply. Attach supporting documentation to explain and justify the exemption and whether Contractor selection has been publicly posted.

COMMONWEALTH TERMS AND CONDITIONS

Identify which [Commonwealth Terms and Conditions](#) the Contractor has executed and is incorporated by reference into this Contract. This Form is signed only once and recorded on the Vendor Customer File (VCUST). See [Vendor File and W-9s](#) Policy.

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COMPENSATION

Identify if the Contract is a **Rate Contract** (with no stated Maximum Obligation) or a **Maximum Obligation Contract** (with a stated Maximum Obligation) and identify the Maximum Obligation. If the Contract is being amended, enter the new Maximum Obligation based upon the increase or decreasing Amendment. The Total Maximum Obligation must reflect the total funding for the dates of service under the contract, including the Amendment amount if the Contract is being amended. The Maximum Obligation must match the MMARS encumbrance. Funding and allotments must be verified as [available and encumbered](#) prior to incurring obligations. If a Contract includes both a Maximum Obligation component and Rate Contract component, check off both, specific Maximum Obligation amounts or amended amounts and Attachments must clearly outline the Contract breakdown to match the encumbrance.

PAYMENTS AND PROMPT PAY DISCOUNTS

Payments are processed within a 45 day payment cycle through EFT in accordance with the Commonwealth [Bill Paying Policy](#) for investment and cash flow purposes. Departments may NOT negotiate accelerated payments and Payees are NOT entitled to accelerated payments UNLESS a prompt payment discount (PPD) is provided to support the Commonwealth's loss of investment earnings for this earlier payment, or unless a payments is legally mandated to be made in less than 45 days (e.g., construction contracts, Ready Payments under [G.L. c. 29, s. 23A](#)). See [Prompt Pay Discounts Policy](#). PPD are identified as a percentage discount which will be automatically deducted when an accelerated payment is made. Reduced contracts rates may not be negotiated to replace a PPD. If PPD fields are left blank please identify that the Contractor agrees to the standard 45 day cycle; a statutory/legal exemption such as Ready Payments ([G.L. c. 29, § 23A](#)); or only an initial accelerated payment for reimbursements or start up costs for a grant, with subsequent payments scheduled to support standard EFT 45 day payment cycle. Financial hardship is not a sufficient justification to accelerate cash flow for *all* payments under a Contract. Initial grant or contract payments may be accelerated for the *first* invoice or initial grant installment, but subsequent periodic installments or invoice payments should be scheduled to support the Payee cash flow needs and the standard 45 day EFT payment cycle in accordance with the Bill Paying Policy. Any accelerated payment that does not provide for a PPD must have a legal justification in Contract file for audit purposes explaining why accelerated payments were allowable without a PPD.

BRIEF DESCRIPTION OF CONTRACT PERFORMANCE

Enter a brief description of the Contract performance, project name and/or other identifying information for the Contract to specifically identify the Contract performance, match the Contract with attachments, determine the appropriate expenditure code (as listed in the [Expenditure Classification Handbook](#)) or to identify or clarify important information related to the Contract such as the Fiscal Year(s) of performance (ex. "FY2012" or "FY2012-14"). Identify settlements or other exceptions and attach more detailed justification and supporting documents. Enter "Multi-Department Use" if other Departments can access procurement. For Amendments, identify the purpose and what items are being amended. Merely stating "see attached" or referencing attachments without a narrative description of performance is insufficient.

ANTICIPATED START DATE

The Department and Contractor must certify WHEN obligations under this Contract/Amendment may be incurred. Option 1 is the default option when performance may begin as of the [Effective Date](#) (latest signature date and any required approvals). If the parties want a new Contract or renewal to begin as of the upcoming fiscal year then list the fiscal year(s) (ex. "FY2012" or "FY2012-14") in the Brief Description section. Performance starts and encumbrances reflect the default [Effective Date](#) (if no FY is listed) or the later FY start date (if a FY is listed). Use Option 2 only when the Contract will be signed well in advance of the start date and identify a specific future start date. Do not use Option 2 for a fiscal year start unless it is certain that the Contract will be signed prior to fiscal year. Option 3 is used in lieu of the [Settlement and Release Form](#) when the Contract/Amendment is signed late, and obligations have already been incurred by the Contractor prior to the [Effective Date](#) for which the Department has either requested, accepted or deemed legally eligible for reimbursement, and the Contract includes supporting documents justifying the performance or proof of eligibility, and approximate costs. Any obligations incurred outside the scope of the [Effective Date](#) under any Option listed, even if the incorrect Option is selected, shall be automatically deemed a settlement included under the terms of the Contract and upon payment to the Contractor will release the Commonwealth from further obligations for the identified performance. All settlement payments require justification and must be under same encumbrance and object codes as the Contract payments. Performance dates are subject to [G.L. c.4, § 9](#).

CONTRACT END DATE

The Department must enter the date that Contract performance will terminate. **If the Contract is being amended and the Contract End Date is not changing, this date must be re-entered again here.** A Contract must be signed for at least the initial duration but not longer than the period of procurement listed in the RFR, or other solicitation document (if applicable). No new performance is allowable beyond the end date without an amendment, but the Department may allow a Contractor to complete minimal close out

performance obligations if substantial performance has been made prior to the termination date of the Contract and prior to the end of the fiscal year in which payments are appropriated, provided that any close out performance is subject to appropriation and funding limits under state finance law, and CTR may adjust encumbrances and payments in the state accounting system to enable final close out payments. Performance dates are subject to [G.L. c.4, § 9](#).

CERTIFICATIONS AND EXECUTION

See [Department Head Signature Authorization Policy](#) and the [Contractor Authorized Signatory Listing](#) for policies on Contractor and Department signatures.

Authorizing Signature for Contractor/Date: The Authorized Contractor Signatory must (in their own handwriting and in ink) sign AND enter the date the Contract is signed. See section above under "[Anticipated Contract Start Date](#)". Acceptance of payment by the Contractor shall waive any right of the Contractor to claim the Contract/Amendment is not valid and the Contractor may not void the Contract. **Rubber stamps, typed or other images are not acceptable.** Proof of Contractor signature authorization on a [Contractor Authorized Signatory Listing](#) may be required by the Department if not already on file.

Contractor Name /Title: The Contractor Authorized Signatory's name and title must appear legibly as it appears on the [Contractor Authorized Signatory Listing](#).

Authorizing Signature For Commonwealth/Date: The [Authorized Department Signatory](#) must (in their own handwriting and in ink) sign AND enter the date the Contract is signed. See section above under "[Anticipated Start Date](#)". **Rubber stamps, typed or other images are not accepted.** The Authorized Signatory must be an employee within the Department legally responsible for the Contract. See [Department Head Signature Authorization](#). The Department must have the legislative funding appropriated for all the costs of this Contract or funding allocated under an [approved Interdepartmental Service Agreement \(ISA\)](#). A Department may not contract for performance to be delivered to or by another state department without specific legislative authorization (unless this Contract is a Statewide Contract). For Contracts requiring Secretariat signoff, evidence of Secretariat signoff must be included in the Contract file.

Department Name /Title: Enter the Authorized Signatory's name and title legibly.

CONTRACTOR CERTIFICATIONS AND LEGAL REFERENCES

Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified, subject to any required approvals. The Contractor makes all certifications required under this Contract under the pains and penalties of perjury, and agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein:

Commonwealth and Contractor Ownership Rights. The Contractor certifies and agrees that the Commonwealth is entitled to ownership and possession of all "deliverables" purchased or developed with Contract funds. A Department may not relinquish Commonwealth rights to deliverables nor may Contractors sell products developed with Commonwealth resources without just compensation. The Contract should detail all Commonwealth deliverables and ownership rights and any Contractor proprietary rights.

Qualifications. The Contractor certifies it is qualified and shall at all times remain qualified to perform this Contract: that performance shall be timely and meet or exceed industry standards for the performance required, including obtaining requisite licenses, registrations, permits, resources for performance, and sufficient professional, liability; and other appropriate insurance to cover the performance. If the Contractor is a business, the Contractor certifies that it is listed under the [Secretary of State's website](#) as licensed to do business in Massachusetts, as required by law.

Business Ethics and Fraud, Waste and Abuse Prevention. The Contractor certifies that performance under this Contract, in addition to meeting the terms of the Contract, will be made using ethical business standards and good stewardship of taxpayer and other public funding and resources to prevent fraud, waste and abuse.

Collusion. The Contractor certifies that this Contract has been offered in good faith and without collusion, fraud or unfair trade practices with any other person, that any actions to avoid or frustrate fair and open competition are prohibited by law, and shall be grounds for rejection or disqualification of a Response or termination of this Contract.

Public Records and Access The Contractor shall provide full access to records related to performance and compliance to the Department and officials listed under [Executive Order 195](#) and [G.L. c. 11, s.12](#) seven (7) years beginning on the first day after the final payment under this Contract or such longer period necessary for the resolution of any litigation, claim, negotiation, audit or other inquiry involving this Contract. Access to view Contractor records related to any breach or allegation of fraud, waste and/or abuse may not be denied and Contractor can not claim confidentiality or trade secret protections solely for viewing but not retaining documents. Routine Contract performance compliance reports or documents related to any alleged breach or allegation of non-compliance, fraud, waste, abuse or collusion may be provided electronically and shall be provided at Contractor's own expense. Reasonable costs for copies of non-routine Contract related records shall not exceed the rates for public records under [950 C.M.R. 32.00](#).

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Debarment. The Contractor certifies that neither it nor any of its subcontractors are currently debarred or suspended by the federal or state government under any law or regulation including, [Executive Order 147](#); [G.L. c. 29, s. 29F](#); [G.L. c. 30, § 39R](#); [G.L. c. 149, § 27C](#); [G.L. c. 149, § 44C](#); [G.L. c. 149, § 148B](#) and [G.L. c. 152, s. 25C](#).

Applicable Laws. The Contractor shall comply with all applicable state laws and regulations including but not limited to the applicable [Massachusetts General Laws](#); the Official [Code of Massachusetts Regulations](#); [Code of Massachusetts Regulations](#) (unofficial); [801 CMR 21.00](#) (Procurement of Commodity and Service Procurements, Including Human and Social Services); [815 CMR 2.00](#) (Grants and Subsidies); [808 CMR 1.00](#) (Compliance, Reporting and Auditing for Human And Social Services); [AICPA Standards](#); confidentiality of Department records under [G.L. c. 66A](#); and the [Massachusetts Constitution Article XVIII](#) if applicable.

Invoices. The Contractor must submit invoices in accordance with the terms of the Contract and the Commonwealth [Bill Paying Policy](#). Contractors must be able to reconcile and properly attribute concurrent payments from multiple Departments. Final invoices in any fiscal year must be submitted no later than August 15th for performance made and received (goods delivered, services completed) prior to June 30th, in order to make payment for that performance prior to the close of the fiscal year to prevent reversion of appropriated funds. Failure to submit timely invoices by August 15th or other date listed in the Contract shall authorize the Department to issue an estimated payment based upon the Department's determination of performance delivered and accepted. The Contractor's acceptance of this estimated payment releases the Commonwealth from further claims for these invoices. If budgetary funds revert due to the Contractor's failure to submit timely final invoices, or for disputing an estimated payment, the Department may deduct a penalty up to 10% from any final payment in the next fiscal year for failure to submit timely invoices.

Payments Subject To Appropriation. Pursuant to [G.L. c. 29 § 26, § 27](#) and [§ 29](#), Departments are required to expend funds only for the purposes set forth by the Legislature and within the funding limits established through appropriation, allotment and subsidiary, including mandated allotment reductions triggered by [G.L. c. 29, § 9C](#). A Department cannot authorize or accept performance in excess of an existing appropriation and allotment, or sufficient non-appropriated available funds. Any oral or written representations, commitments, or assurances made by the Department or any other Commonwealth representative are not binding. The Commonwealth has no legal obligation to compensate a Contractor for performance that is not requested and is intentionally delivered by a Contractor outside the scope of a Contract. Contractors should verify funding prior to beginning performance.

Intercept. Contractors may be registered as Customers in the Vendor file if the Contractor owes a Commonwealth debt. Unresolved and undisputed debts, and overpayments of Contract payments that are not reimbursed timely shall be subject to intercept pursuant to [G.L. c. 7A, s. 3](#) and [815 CMR 9.00](#). Contract overpayments will be subject to immediate intercept or payment offset. The Contractor may not penalize any state Department or assess late fees, cancel a Contract or other services if amounts are intercepted or offset due to recoupment of an overpayment, outstanding taxes, child support, other overdue debts or Contract overpayments.

Tax Law Compliance. The Contractor certifies under the pains and penalties of perjury tax compliance with [Federal tax laws](#); [State tax laws](#) including but not limited to [G.L. c. 62C](#); [G.L. c. 62C, s. 49A](#); compliance with all state tax laws, reporting of employees and contractors, withholding and remitting of tax withholdings and child support and is in good standing with respect to all state taxes and returns due; reporting of employees and contractors under [G.L. c. 62E](#), withholding and remitting [child support](#) including [G.L. c. 119A, s. 12](#); [TIR 05-11](#); [New Independent Contractor Provisions](#) and applicable [TIRs](#).

Bankruptcy, Judgments, Potential Structural Changes, Pending Legal Matters and Conflicts. The Contractor certifies it has not been in bankruptcy and/or receivership within the last three calendar years, and the Contractor certifies that it will immediately notify the Department in writing at **least 45 days prior** to filing for bankruptcy and/or receivership, any potential structural change in its organization, or if there is **any risk** to the solvency of the Contractor that may impact the Contractor's ability to timely fulfill the terms of this Contract or Amendment. The Contractor certifies that at any time during the period of the Contract the Contractor is required to affirmatively disclose in writing to the Department Contract Manager the details of any judgment, criminal conviction, investigation or litigation pending against the Contractor or any of its officers, directors, employees, agents, or subcontractors, including any potential conflicts of interest of which the Contractor has knowledge, or learns of during the Contract term. Law firms or Attorneys providing legal services are required to identify any potential conflict with representation of any Department client in accordance with Massachusetts Board of Bar Overseers (BBO) rules.

Federal Anti-Lobbying and Other Federal Requirements. If receiving federal funds, the Contractor certifies compliance with federal anti-lobbying requirements including [31 USC 1352](#); [other federal requirements](#); [Executive Order 11246](#); [Air Pollution Act](#); [Federal Water Pollution Control Act](#) and [Federal Employment Laws](#).

Protection of Personal Data and Information. The Contractor certifies that all steps will be taken to ensure the security and confidentiality of all Commonwealth data for which the Contractor becomes a holder, either as part of performance or inadvertently during performance, with special attention to restricting access, use and disbursement of personal data and information under [G.L. c. 93H](#) and [c. 66A](#) and [Executive Order 504](#). The

Contractor is required to comply with [G.L. c. 93I](#) for the proper disposal of all paper and electronic media, backups or systems containing personal data and information, provided further that the Contractor is required to ensure that any personal data or information transmitted electronically or through a portable device be properly encrypted using (at a minimum) [Information Technology Division \(ITD\) Protection of Sensitive Information](#), provided further that any Contractor having access to credit card or banking information of Commonwealth customers certifies that the Contractor is PCI compliant in accordance with the [Payment Card Industry Council Standards](#) and shall provide confirmation compliance during the Contract, provide further that the Contractor shall immediately notify the Department in the event of any security breach including the unauthorized access, disbursement, use or disposal of personal data or information, and in the event of a security breach, the Contractor shall cooperate fully with the Commonwealth and provide access to any information necessary for the Commonwealth to respond to the security breach and shall be fully responsible for any damages associated with the Contractor's breach including but not limited to [G.L. c. 214, s. 3B](#).

Corporate and Business Filings and Reports. The Contractor certifies compliance with any certification, filing, reporting and service of process requirements of the [Secretary of the Commonwealth](#), the [Office of the Attorney General](#) or other Departments as related to its conduct of business in the Commonwealth; and with its incorporating state (or foreign entity).

Employer Requirements. Contractors that are employers certify compliance with applicable state and federal employment laws or regulations, including but not limited to [G.L. c. 5, s. 1](#) (Prevailing Wages for Printing and Distribution of Public Documents); [G.L. c. 7, s. 22](#) ([Prevailing Wages for Contracts for Meat Products and Clothing and Apparel](#)); [minimum wages and prevailing wage programs and payments](#); [unemployment insurance](#) and contributions; [workers' compensation and insurance](#), [child labor laws](#), [AGO fair labor practices](#); [G.L. c. 149](#) (Labor and Industries); [G.L. c. 150A](#) (Labor Relations); [G.L. c. 151](#) and [455 CMR 2.00](#) ([Minimum Fair Wages](#)); [G.L. c. 151A](#) (Employment and Training); [G.L. c. 151B](#) (Unlawful Discrimination); [G.L. c. 151E](#) (Business Discrimination); [G.L. c. 152](#) (Workers' Compensation); [G.L. c. 153](#) (Liability for Injuries); [29 USC c. 8](#) (Federal Fair Labor Standards); [29 USC c. 28](#) and the [Federal Family and Medical Leave Act](#).

Federal And State Laws And Regulations Prohibiting Discrimination including but not limited to the [Federal Equal Employment Opportunity \(EEO\) Laws](#) the [Americans with Disabilities Act](#); [42 U.S.C. Sec. 12,101, et seq.](#), the [Rehabilitation Act](#), [29 USC c. 16 s. 794](#); [29 USC c. 16 s. 701](#); [29 USC c. 14, 623](#); the [42 USC c. 45](#); (Federal Fair Housing Act); [G.L. c. 151B](#) (Unlawful Discrimination); [G.L. c. 151E](#) (Business Discrimination); the Public Accommodations Law [G.L. c. 272, s. 92A](#); [G.L. c. 272, s. 98](#) and 98A, [Massachusetts Constitution Article CXIV](#) and [G.L. c. 93, s. 103](#); [47 USC c. 5, sc. II, Part II, s. 255](#) (Telecommunication Act); Chapter 149, [Section 105D](#), [G.L. c. 151C](#), [G.L. c. 272, Section 92A](#), [Section 98](#) and [Section 98A](#), and [G.L. c. 111, Section 199A](#), and [Massachusetts Disability-Based Non-Discrimination Standards For Executive Branch Entities](#), and related Standards and Guidance, authorized under Massachusetts Executive Order or any disability-based protection arising from state or federal law or precedent. See also [MCAD](#) and [MCAD links and Resources](#).

Small Business Purchasing Program (SBPP). A Contractor may be eligible to participate in the SBPP, created pursuant to [Executive Order 523](#), if qualified through the SBPP SmartBid subscription process at: [www.comm-pass.com](#) and with acceptance of the terms of the SBPP participation agreement.

Limitation of Liability for Information Technology Contracts (and other Contracts as Authorized). The [Information Technology Mandatory Specifications](#) and the [IT Acquisition Accessibility Contract Language](#) are incorporated by reference into Information Technology Contracts. The following language will apply to Information Technology contracts in the U01, U02, U03, U04, U05, U06, U07, U08, U09, U10, U75, U98 object codes in the [Expenditure Classification Handbook](#) or other Contracts as approved by CTR or OSD. Pursuant to Section 11. Indemnification of the Commonwealth Terms and Conditions, the term "other damages" shall include, but shall not be limited to, the reasonable costs the Commonwealth incurs to repair, return, replace or seek cover (purchase of comparable substitute commodities and services) under a Contract. "Other damages" shall not include damages to the Commonwealth as a result of third party claims, provided, however, that the foregoing in no way limits the Commonwealth's right of recovery for personal injury or property damages or patent and copyright infringement under Section 11 nor the Commonwealth's ability to join the contractor as a third party defendant. Further, the term "other damages" shall not include, and in no event shall the contractor be liable for, damages for the Commonwealth's use of contractor provided products or services, loss of Commonwealth records, or data (or other intangible property), loss of use of equipment, lost revenue, lost savings or lost profits of the Commonwealth. In no event shall "other damages" exceed the greater of \$100,000, or two times the value of the product or service (as defined in the Contract scope of work) that is the subject of the claim. Section 11 sets forth the contractor's entire liability under a Contract. Nothing in this section shall limit the Commonwealth's ability to negotiate higher limitations of liability in a particular Contract, provided that any such limitation must specifically reference Section 11 of the Commonwealth Terms and Conditions. In the event the limitation of liability conflicts with accounting standards which mandate that there can be no cap of damages, the limitation shall be considered waived for that audit engagement. These terms may be applied to

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other Contracts only with prior written confirmation from the Operational Services Division or the Office of the Comptroller. The terms in this Clarification may not be modified.

Northern Ireland Certification. Pursuant to [G.L. c. 7 s. 22C](#) for state agencies, state authorities, the House of Representatives or the state Senate, by signing this Contract the Contractor certifies that it does not employ ten or more employees in an office or other facility in Northern Ireland and if the Contractor employs ten or more employees in an office or other facility located in Northern Ireland the Contractor certifies that it does not discriminate in employment, compensation, or the terms, conditions and privileges of employment on account of religious or political belief; and it promotes religious tolerance within the work place, and the eradication of any manifestations of religious and other illegal discrimination; and the Contractor is not engaged in the manufacture, distribution or sale of firearms, munitions, including rubber or plastic bullets, tear gas, armored vehicles or military aircraft for use or deployment in any activity in Northern Ireland.

Pandemic, Disaster or Emergency Performance. In the event of a serious emergency, pandemic or disaster outside the control of the Department, the Department may negotiate emergency performance from the Contractor to address the immediate needs of the Commonwealth even if not contemplated under the original Contract or procurement. Payments are subject to appropriation and other payment terms.

Consultant Contractor Certifications (For Consultant Contracts "HH" and "NN" and "U05" object codes subject to [G.L. Chapter 29 s. 29A](#)). Contractors must make required disclosures as part of the RFR Response or using the [Consultant Contractor Mandatory Submission Form](#).

Attorneys. Attorneys or firms providing legal services or representing Commonwealth Departments may be subject to [G.L. c. 30 s. 65](#), and if providing litigation services must be approved by the Office of the Attorney General to appear on behalf of a Department, and shall have a continuing obligation to notify the Commonwealth of any conflicts of interest arising under the Contract.

Subcontractor Performance. The Contractor certifies full responsibility for Contract performance, including subcontractors, and that comparable Contract terms will be included in subcontracts, and that the Department will not be required to directly or indirectly manage subcontractors or have any payment obligations to subcontractors. .

EXECUTIVE ORDERS

For covered Executive state Departments, the Contractor certifies compliance with applicable [Executive Orders](#) (see also [Massachusetts Executive Orders](#)), including but not limited to the specific orders listed below. A breach during period of a Contract may be considered a material breach and subject Contractor to appropriate monetary or Contract sanctions.

[Executive Order 481](#). Prohibiting the Use of Undocumented Workers on State Contracts. For all state agencies in the Executive Branch, including all executive offices, boards, commissions, agencies, Departments, divisions, councils, bureaus, and offices, now existing and hereafter established, by signing this Contract the Contractor certifies under the pains and penalties of perjury that they shall not knowingly use undocumented workers in connection with the performance of this Contract; that, pursuant to federal requirements, shall verify the immigration status of workers assigned to a Contract without engaging in unlawful discrimination; and shall not knowingly or recklessly alter, falsify, or accept altered or falsified documents from any such worker

[Executive Order 130](#). Anti-Boycott. The Contractor warrants, represents and agrees that during the time this Contract is in effect, neither it nor any affiliated company, as hereafter defined, participates in or cooperates with an international boycott (See [IRC § 999\(b\)\(3\)-\(4\)](#), and [IRS Audit Guidelines Boycotts](#)) or engages in conduct declared to be unlawful by [G.L. c. 151E, s. 2](#). A breach in the warranty, representation, and agreement contained in this paragraph, without limiting such other rights as it may have, the Commonwealth shall be entitled to rescind this Contract. As used herein, an affiliated company shall be any business entity of which at least 51% of the ownership interests are directly or indirectly owned by the Contractor or by a person or persons or business entity or entities directly or indirectly owning at least 51% of the ownership interests of the Contractor, or which directly or indirectly owns at least 51% of the ownership interests of the Contractor.

[Executive Order 346](#). Hiring of State Employees By State Contractors. Contractor certifies compliance with both the conflict of interest law [G.L. c. 268A specifically s. 5 \(f\)](#) and this order; and includes limitations regarding the hiring of state employees by private companies contracting with the Commonwealth. A privatization contract shall be deemed to include a specific prohibition against the hiring at any time during the term of Contract, and for any position in the Contractor's company, any state management employee who is, was, or will be involved in the preparation of the RFP, the negotiations leading to the awarding of the Contract, the decision to award the Contract, and/or the supervision or oversight of performance under the Contract.

[Executive Order 444](#). Disclosure of Family Relationships With Other State Employees. Each person applying for employment (including Contract work) within the Executive Branch under the Governor must disclose in writing the names of all immediate family related to immediate family by marriage who serve as employees or elected officials of the Commonwealth. All disclosures made by applicants hired by the Executive Branch under the Governor shall be made available for public inspection to the extent permissible by law by the official with whom such disclosure has been filed.

[Executive Order 504](#). Regarding the Security and Confidentiality of Personal Information. For all Contracts involving the Contractor's access to personal information, as defined in [G.L. c. 93H](#), and personal data, as defined in [G.L. c. 66A](#), owned or controlled by Executive Department agencies, or access to agency systems containing such information or data (herein collectively "personal information"), Contractor certifies under the pains and penalties of perjury that the Contractor (1) has read Commonwealth of Massachusetts Executive Order 504 and agrees to protect any and all personal information; and (2) has reviewed all of the Commonwealth [Information Technology Division's Security Policies](#). Notwithstanding any contractual provision to the contrary, in connection with the Contractor's performance under this Contract, for all state agencies in the Executive Department, including all executive offices, boards, commissions, agencies, departments, divisions, councils, bureaus, and offices, now existing and hereafter established, the Contractor shall: (1) obtain a copy, review, and comply with the contracting agency's Information Security Program (ISP) and any pertinent security guidelines, standards, and policies; (2) comply with all of the Commonwealth of Massachusetts Information Technology Division's "[Security Policies](#)") (3) communicate and enforce the contracting agency's ISP and such Security Policies against all employees (whether such employees are direct or contracted) and subcontractors; (4) implement and maintain any other reasonable appropriate security procedures and practices necessary to protect personal information to which the Contractor is given access by the contracting agency from the unauthorized access, destruction, use, modification, disclosure or loss; (5) be responsible for the full or partial breach of any of these terms by its employees (whether such employees are direct or contracted) or subcontractors during or after the term of this Contract, and any breach of these terms may be regarded as a material breach of this Contract; (6) in the event of any unauthorized access, destruction, use, modification, disclosure or loss of the personal information (collectively referred to as the "unauthorized use"): (a) immediately notify the contracting agency if the Contractor becomes aware of the unauthorized use; (b) provide full cooperation and access to information necessary for the contracting agency to determine the scope of the unauthorized use; and (c) provide full cooperation and access to information necessary for the contracting agency and the Contractor to fulfill any notification requirements. Breach of these terms may be regarded as a material breach of this Contract, such that the Commonwealth may exercise any and all contractual rights and remedies, including without limitation indemnification under Section 11 of the [Commonwealth's Terms and Conditions](#), withholding of payments, Contract suspension, or termination. In addition, the Contractor may be subject to applicable statutory or regulatory penalties, including and without limitation, those imposed pursuant to G.L. c. 93H and under [G.L. c. 214, § 3B](#) for violations under M.G.L. c. 66A. [Executive Orders 523, 524 and 526](#), Executive Order 526 (Order Regarding Non-Discrimination, Diversity, Equal Opportunity and Affirmative Action which supersedes [Executive Order 478](#)), [Executive Order 524](#) (Establishing the Massachusetts Supplier Diversity Program which supersedes Executive Order 390), [Executive Order 523](#) (Establishing the Massachusetts Small Business Purchasing Program.) All programs, activities, and services provided, performed, licensed, chartered, funded, regulated, or contracted for by the state shall be conducted without unlawful discrimination based on race, color, age, gender, ethnicity, sexual orientation, gender identity or expression, religion, creed, ancestry, national origin, disability, veteran's status (including Vietnam-era veterans), or background. The Contractor and any subcontractors may not engage in discriminatory employment practices; and the Contractor certifies compliance with applicable federal and state laws, rules, and regulations governing fair labor and employment practices; and the Contractor commits to purchase supplies and services from certified minority or women-owned businesses, small businesses, or businesses owned by socially or economically disadvantaged persons or persons with disabilities. These provisions shall be enforced through the contracting agency, OSD, and/or the Massachusetts Commission Against Discrimination. Any breach shall be regarded as a material breach of the contract that may subject the contractor to appropriate sanctions.

ATTACHMENT A - SCOPE OF SERVICES AND ADDITIONAL TERMS AND CONDITIONS

INSTRUCTIONS: In order to ensure that the Department and the Contractor have a clear understanding of their respective responsibilities and performance expectations, the Following attachment shall contain a specific detailed description of all obligations, responsibilities and additional terms and conditions between the Contractor and the Department which do not modify the Contract boilerplate language. *Attach as many additional pages as necessary.* {See INSTRUCTIONS sheet for more information and suggested provisions to include in ATTACHMENT A.}

The Executive Office of Energy and Environmental Affairs (EEA) hereby grants, on a reimbursement basis, the County of Barnstable \$145,200 to complete the “Responding to Climate Change: Model Coastal Resiliency Bylaw focused on four communities” project the Cape Cod Commission submitted to the 2020 round of the Planning Assistance Grant Program. The proposal submitted by the Cape Cod Commission on behalf of the County of Barnstable is attached; the scope of work and budget contained within is hereby included in this contract by reference, modified only to reflect the expenditure of funds on the schedule indicated below.

General Conditions:

- EEA funds must be utilized by June 30, 2021 and documentation regarding their use, along with final billing, is to be received no later than August 1, 2021;
- This contract terminates on June 30, 2021. Any contract amendment, including extensions, will be at the sole discretion of EEA;
- The grantee will credit EEA as a funding source in an written deliverable produced as a result of this project;
- The grantee will document the expenditure of any matching funds committed;
- The grantee will submit an electronic copy of any deliverable to EEA; and
- The grantee agrees to notify EEA about the outcomes that result from this project.

ATTACHMENT B - BUDGET AND APPROVED EXPENDITURES

{The Department and Contractor may complete this format or attach an approved alternative Budget format or invoice.}

Items identified below which are not part of the Contract should be left blank.

Attach as many additional copies of this format as necessary, Maximum obligation should appear as last entry.

Contract Expenditures	Unit Rate (per unit, hour, day)	Number of Units	Other Fees or Charges (specify)	TOTAL
Planning Grant - 2020				\$ 65,956 (FY20)
Planning Grant - 2021				\$ 79,244 (FY21)
SUBTOTAL (this page)				\$145,200

MAXIMUM OBLIGATION	\$145,200
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CAPE COD
COMMISSION

Responding to Climate Change: Promoting Resilient Local Action

EEA PLANNING ASSISTANCE GRANT PROGRAM APPLICATION

ENV 20 DCS 11, #BD-19-1042-ENV-ENV01-38404

CAPE COD COMMISSION

MAY 24, 2019

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Project Overview

Project Title: Responding to Climate Change: Promoting Resilient Local Action

Proposed Project Cost: Total Project Cost: \$188,600
EEA Funds: \$145,200
Non-State Match: \$43,400

Primary Contact: Erin Perry, Deputy Director
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Project Team: Erin Perry, Deputy Director
Heather McElroy, Natural Resources Program Manager
Michele White, Special Projects Coordinator
Jennifer Clinton, Special Projects Coordinator
Chloe Shaefer, Community Design Planner
Anne Reynolds, GIS Director

Project Description

PROJECT GOAL

To develop land use strategies that provide coastal and climate resiliency through mitigation and adaptation to protect the natural, built, and community systems of Cape Cod.

PROJECT PURPOSE

To provide development and land use practices that promote coastal resilience, including mitigation and adaptation to the impacts of climate change.

Cape Cod communities have billions of dollars of private property, businesses, and critical public infrastructure located along the shoreline and within coastal hazard areas. Development and infrastructure in floodplains, often seen as vulnerabilities within a coastal hazard area, will benefit from pre-disaster planning and action to improve their functions and resiliency during storm events. Increasingly, wetland buffers preserved from development, and strategic undevelopment, will help to store increased stormwater runoff as the climate changes and will allow wetlands to migrate as changes in sea level, groundwater height, and increased precipitation events occur.

Through review and compilation of coastal resiliency Best Practices, coupled with review of existing town regulations, the Cape Cod Commission (Commission) proposes to recommend potential regulation changes consistent with the context of partner towns, and create a model “Coastal Resiliency Bylaw” that includes general and specific strategies to mitigate and adapt to coastal changes, which any coastal town could adopt. Adoption of these strategies and/or model bylaw will offer the residents of Cape Cod increased protection from threats such as sea level rise and storm surge.

This project is consistent with and furthers the recent efforts of all Cape Cod communities and Barnstable County to become a more resilient region. Twelve of the 15 Cape Cod towns have either completed or are in the process of completing Community Resilience Building (CRB) workshops through the Commonwealth’s Municipal Vulnerability Preparedness (MVP) Program. The Commission, as a certified MVP provider, worked with five of the towns to complete the planning process in FY19. Each community identified a need to either review and evaluate or amend local regulations and bylaws to better address climate hazards.

The Commission will focus on four communities for this project. Each community has completed the CRB workshop and has identified the proposed work as a priority or an action that will contribute to their existing efforts. The development patterns in these communities vary but are representative of the patterns common throughout Barnstable County. The proposed work provides a unique opportunity to consider and advance the use of existing zoning to promote more resilient practices. The partner communities are:

- Town of Bourne
- Town of Sandwich

- Town of Brewster
- Town of Eastham

BACKGROUND: COMMUNITIES IMPACTED BY CLIMATE CHANGE

DEVELOPMENT

Through most of the 1800s, development on Cape Cod concentrated around small village centers with little or no residential or commercial development in outlying areas. During the mid-1800s, much of the development occurred close to harbors and waterways in support of the regional maritime industries, defining the historic character and development pattern for villages still seen today. From the late 1800s through the early 1900s the Cape underwent a slow transformation from a subsistence farming and fishing way of life to a seaside resort destination attracting summer visitors and outside wealth.

The advent of rail travel, automobiles, and the adoption of the interstate highway system added to the accessibility and the popularity of Cape Cod. For the first half of the 1900s, the inland areas of Cape Cod remained largely undeveloped with most residential development concentrated near the coastline. Starting in the 1950s, the population began to rise more rapidly, and continued to grow even faster from the 1970s through the early 2000s, as Cape Cod became a desired location for retirees and second-home, “seasonal use” buyers. With this population increase, development increased and began to occupy much of the interior of the Cape as well.

Regulations, as well as market demand, influence the region’s past and present development patterns. Aspects of zoning regulation adopted on Cape Cod—such as large required minimum lot sizes and yard setbacks, and the rigid separation of residential and commercial uses—have had the effect of prohibiting the type of compact, mixed-use, and frequently desirable development representative of villages developed prior to the adoption of zoning. Though such zoning regulation resulted in less overall density of development on Cape Cod, the intensity of development has increased throughout the region, consuming more land on a per unit basis and replacing what was once undeveloped forest land. Though deforestation has happened on the Cape for centuries, early deforestation was for agrarian purposes that often left the land vacant with potential for forest regrowth. More recently, permanent structural development, such as houses and roads, is replacing forest land.

Land use policy and regulation in the region, though intended to better protect the natural environment by reducing the overall density of development, has resulted in larger minimum required building lot sizes, and other lot requirements under prevailing policies and regulations have contributed to more impervious cover that is more spread out across the region. Combined with seasonal use and the desire to live along the coast, this has resulted in homes and businesses located within high hazard coastal areas.

REGIONAL VULNERABILITIES

Cape Cod faces threats due to climate change. Flooding and erosion will be exacerbated by sea level rise and changing storm frequency and intensity. These threats can cause loss of life, damage buildings and infrastructure, impair coastal environments, and otherwise impact a community’s economic, social, and environmental well-being. The 2018 Intergovernmental Panel on Climate Change Special Report projects continued sea level rise into the next century,

with the rate of rise depending on how future greenhouse gas emissions are managed. Bringing emissions under control sooner than later will provide more time to plan for and respond to the Cape's changing shoreline. The report calls on the global community to act collectively to reduce emissions to achieve a net zero CO₂ emission rate as soon as possible in order to allow time for adaptation to the inevitable changes. While the problems posed by climate change appear unstoppable, there are actions the Cape community can take to reduce emissions and participate in the effort to slow the rate of change. Increasing the region's resilience to climatic changes and a rising sea level means thinking into the future and adjusting behaviors that put people and property at risk. Mitigating the causes of climate change and adapting to its effects on Cape Cod involves making policy decisions with both environmental and economic considerations.

It is likely that the region's vulnerability will increase in the future as sea levels continue to rise, climate change intensifies, and the region experiences an increase in storm activity and severity. Scientists anticipate that climate change will bring stronger storms with more precipitation and the threat of more frequent and extensive flooding to the region. Storms have resulted in power outages, limiting access to necessary services, and increased storm activity is likely to further impact the region's power resources. In addition, temperatures are anticipated to rise, with related degradation of air quality, strain on local indigenous flora and fauna, increases in foreign pest migration, and more health-related problems, and significantly for Cape Cod, changes in sea surface temperature and the viability of the coastal environments for the region's native wildlife.

Sea level rise poses a major and particular threat to Cape Cod, which has 586 miles of vulnerable, tidal shoreline. Projected sea level rise will increase flooding, both elevating the height of storm and non-storm surges and flood levels, and exacerbating inundation and storm surge by sending floodwaters further inland, resulting in potential inoperable first response facilities, and substantial loss to property, economic prosperity, and habitat.

THE CASE FOR INCORPORATING RESILIENCY

Even today, without the increased risk of climate change and sea level rise, flooding threatens more than 13,000 single-family homes—worth a combined \$9 billion—located within the Federal Emergency Management Agency (FEMA) special flood hazard areas. A total of \$28.8 billion worth of total assessed property value is located within the special flood hazard areas. Roughly 11,000 historic structures inventoried by the Massachusetts Cultural Resource Information System (MACRIS), approximately 2,300 are located within the special flood hazard areas.

In addition to buildings and infrastructure, Cape Cod's critical natural resources are at risk. Natural system protection and restoration is a critical need. These systems are vital to the way of life in the region. They are part of Cape Cod's attraction for residents and visitors. The natural environment of Cape Cod includes the water and ecosystems upon which life depends and primarily centers around water, water-dependent resources, and habitat. In the future, it is anticipated the natural functions of these systems will be affected by increases in storm severity, intensity, and rainfall, as well as changes in temperature and periods of drought.

Cape Cod's response to these threats must consider the region's vulnerabilities, priorities and opportunities. The extent of private property development and public assets located within coastal hazard areas poses the greatest challenge to sensitive but meaningful response to climate change. Additionally, in Massachusetts, private ownership of the shoreline to the mean low-water line affects potential responses to coastal impacts of climate change, including what adaptation strategies are feasible and who's responsible for paying for them. The regulatory environment, particularly along the shoreline, complicates the ability of communities to appropriately plan for and implement actions that benefit the whole community's interest.

Economic development for the region depends on a healthy natural environment, continued development of infrastructure to support the population and remediate the impact of 20th century growth patterns, and effective and fair regulatory and land use policies.

The long-term challenge is to maintain and improve the quality of the environment and adapt to climate change in the face of ongoing development pressure and environmental and social change to ensure a stable and robust economy into the future.

COORDINATION WITH REGIONAL PLANNING

2018 Cape Cod Regional Policy Plan

The 2018 Cape Cod Regional Policy Plan (RPP) identifies threats due to climate change as a key challenge facing the region. Flooding and erosion will be exacerbated by sea level rise and changing storm frequency and intensity. These threats can cause loss of life, damage buildings and infrastructure, impair coastal environments, and otherwise impact a community's economic, social, and environmental well-being. Increasing the region's resilience to climatic changes and a rising sea level means thinking into the future and adjusting behaviors that put people and property at risk. Mitigating the causes of climate change and adapting to its effects on Cape Cod involves making policy decisions with both environmental and economic considerations.

The RPP includes in Goals and Objectives related to Coastal Resiliency and Wetlands Resources:

Coastal Resiliency

Goal: To prevent or minimize human suffering and loss of life and property or environmental damage resulting from storms, flooding, erosion, and relative sea level rise.

Objectives:

- Minimize development in the floodplain
- Plan for sea level rise, erosion, and floods
- Reduce vulnerability of built environment to coastal hazards

Wetland Resources

Goal: To protect, preserve, or restore the quality and natural values and functions of inland and coastal wetlands and their buffers.

Objectives:

- Protect wetlands and their buffers from vegetation and grade changes

- Protect wetlands from changes in hydrology
- Protect wetlands from stormwater discharges
- Promote the restoration of degraded wetland resource areas

One of the nine performance measures that the 2018 Regional Policy Plan seeks to track includes Changes in Floodplain Development. Climate change and sea level rise are threats posing a significant challenge for the Cape. A decrease in development within the floodplain, adapting development through new codes or regulations, or additional protected lands in strategic areas will help protect the environment and the population of the region and ensure its viability and sustainability for the next several decades.

Recognizing that improving Cape Cod’s resiliency will require planning and action from several approaches, the RPP identifies the following Recommended Actions:

Continue Coastal Hazard Mitigation and Climate Adaptation Planning

- Support and engage communities in coastal hazard mitigation and climate adaptation planning to increase the region’s resilience to severe storm events and sea level rise consisting of the following efforts:
- Continue to develop and implement a coastal resilience scenario planning tool to assist communities in understanding the costs/benefits and ecosystem services provided by various coastal adaptation strategies;
- Continue to provide technical assistance to communities through the State’s Municipal Vulnerability Preparedness and Multi-Hazard Mitigation planning programs to identify coastal hazards, critical facilities and infrastructure, and mitigation and/or adaptation strategies;
- Consider use of planning and/or regulatory tools available through the Act and Commission regulations that could be implemented in the event of a disaster to relocate development outside of hazard areas;
- Provide design guidance on elevating structures and floodproofing/other techniques in flood hazard areas;
- Support analysis and planning at the regional and local level to advance and coordinate management of coastal resources that addresses the natural flow and function of sediment transport

For many years, the Commission has been actively engaged in several planning efforts to increase the region’s resilience to the effects of severe storms and climate change. Climate adaptation principles, policies, and actions in the 2018 RPP update reflect recommendations from the 2011 Massachusetts Climate Change Adaptation Report as well as input from stakeholders during the early RPP public outreach process.

Resilient Cape Cod Project

In 2015, the Cape Cod Commission and several partners were awarded a three-year grant from the National Oceanic and Atmospheric Administration (NOAA) to complete the Resilient Cape

Cod planning project (<http://ccc-plans.org/resilientcapecod>). The purpose of the Resilient Cape Cod project is to investigate the environmental and socio-economic effects of local and regional coastal resiliency strategies, and to share this information broadly through stakeholder engagement, public outreach, and a local pilot project. The project team has compiled a database of adaptation strategies for Cape Cod coastal resource areas, produced an online storymap (<http://ccc-plans.org/coastalimpacts>) illustrating the challenges from coastal threats that Cape Cod faces, and is developing an online decision support tool to help facilitate local discussions about the tradeoffs associated with implementing different adaptation strategies. The work, including a series of stakeholder workshops held during the stormy winter of 2018, has highlighted and helped prioritize future actions that Cape communities should take to improve their readiness for and resilience to future storm and sea level rise threats

Some of the needs identified for ongoing planning, education, and outreach include: improving broader public understanding of the threats to and vulnerabilities of Cape Cod, sharing information about possible actions that may be taken to improve coastal resiliency, streamlining regulation including taking a regional view to managing sediment, addressing public/private interests in the coast, and considering a coastal District of Critical Planning Concern designation.

Multi-Hazard Mitigation Planning

The Commission has provided technical assistance to eight Cape communities to prepare multi-hazard mitigation plans. These plans, customized by each community to address local threats, are focused on addressing vulnerabilities to sea level rise, coastal storms, and erosion. Completed plans are submitted to the Massachusetts Emergency Management Agency and the Federal Emergency Management Agency for approval. Pending the availability of funds, MEMA conducts annual sub-grant programs for the Hazard Mitigation Grant Program; Flood Mitigation Assistance Grant; and the Pre-Disaster Mitigation Grant.

The federally-funded Hazard Mitigation Assistance programs provide significant opportunities for communities to reduce, minimize, or eliminate potential damages to property and infrastructure from natural hazard events. Funding for hazard mitigation plans and projects can reduce overall risks to the population, structures and infrastructure, while also reducing the reliance on taxpayer-funded federal disaster assistance for disaster recovery. Communities must have a FEMA-approved Local Natural Hazard Mitigation Plan in place prior to applying for funding (<http://ccc-plans.org/MA-HMAGrants>).

The Commission is committed to ongoing technical assistance to support Cape communities as they prepare and re-examine multi-hazard mitigation plans as they are updated every five years.

Municipal Vulnerability Preparedness Planning

The Municipal Vulnerability Preparedness (MVP) Program provides support for cities and towns in Massachusetts to plan for resiliency and implement key climate change adaptation actions for resiliency. The state awards communities with funding to complete vulnerability assessments and develop action-oriented resiliency plans. Towns choose the provider of their choice from a list of certified providers. Communities who complete the MVP program become

certified as an MVP community and are eligible for MVP Action grant funding and other opportunities (<http://ccc-plans.org/MA-MVP>).

The Commission is a certified provider and is available to assist communities in completing the assessment and resiliency plan using the Community Resilience Building Framework (<http://ccc-plans.org/MA-MVP-CRB>). The Cape Cod Commission has assisted five communities with the MVP planning process, and it is anticipated that by July 2019, 12 Cape communities will have become MVP certified.

PARTNER MUNICIPALITIES' PROFILES

BOURNE

Bourne is defined by its natural resources, most notably its quiet harbors and inlets for boating and swimming. Bordered on the west by Buzzards Bay, on the northeast by Cape Cod Bay and split by the Cape Cod Canal, access to the water contributes considerably to Town character. The Cape Cod Canal, lined by bicycle and pedestrian paths on either side, winds through town in a westerly direction and connects Buzzards Bay with Cape Cod Bay. While it separates the Town, it also provides unique recreational opportunities. The coastline to the northeast is regular and unprotected. The coastline to the west is very irregular with peninsulas, islands, inlets and small bays. Bourne has 15 beaches and landings and is home to diverse fishing and shellfishing.

Sixty-five percent of Bourne is mapped as priority habitat. There are three Areas of Critical Environmental Concern (ACECs), including Herring River Watershed in Bournedale, which extends beyond the town line into Plymouth, and includes 11 ponds, and more than 250 acres of protected and important anadromous fish runs, Back River, which includes unaltered marshes, flats and wetlands and is designated an Estuary of National Significance by the U.S.

Environmental Protection Agency, and Pocasset River, which includes marsh, floodplain, flats and wetlands that provide flood control, water quality benefits, and storm damage prevention, among other benefits. In addition to water resources, Bourne is home to several large tracts of forested land, including Bourne Town Forest and adjacent Four Ponds Conservation Area and aquifer protection lands in Pocasset, North Sagamore Woodlands, Carter Beale Conservation Area, Old Field Pond Preserve, Bournedale Forest, and Buzzards Bay Water District land, all north of the Canal, Monks Park and Briarwood and Little Bay Conservation Area in Monument Beach, and Red Brook forest, in Cataumet.

The Town is proximate to the major cities of Boston and Providence, convenient for on- and off-Cape travel, and home to major State and Federal assets, including the Massachusetts Maritime Academy and Joint Base Cape Cod. Relative to other Cape Cod towns, Bourne has a greater year-round population, fewer seasonal homes and lower home prices than other communities in the region. Its business landscape is dominated by retail, accommodations and food service, professional, scientific and technical services, and healthcare.

SANDWICH

Sandwich is the oldest town on Cape Cod and to this day retains a great deal of its historic charm: a walking village center with a large and well maintained historic district, a number of history-oriented museums, lushly treed winding country roads, a few remaining farms, a varied collection of coastal and inland natural areas, and an overall character of a quaint New England

town. The town's character today reflects each part of its history: its beginnings as a farming and fishing community, its years as a small industrial community, its role as a summer town, and its more recent emergence as a town from which people commute to proximate urban areas. By the 1950s, spurred by the post-World War II boom, Sandwich's character as a seaside resort was well established. Since the mid-1900s, many of the former summer tourists have purchased homes and retired to Sandwich.

The Town is bounded on the north by the Cape Cod Bay, on the east by the Town of Barnstable, on the south by the Towns of Mashpee and Falmouth, and on the west by the Town of Bourne.

Wetlands comprise approximately 1,313 acres or 4.8% of the land mass in Sandwich. There are 358 acres of freshwater wetlands and 955 acres of estuarine wetland systems; the majority of wetland resource areas are located along the Cape Cod Bay shoreline adjacent lowlands. These wetland resources are comprised of two major estuarine systems, Old Sandwich Harbor and Scorton Creek. The six principal beaches of Sandwich occupy 7.5 miles of the bayfront. Sagamore Beach, at the westerly end of the Bay, stretches 1.5 miles from the Bourne town line southeasterly to the Scussett State Beach at the Cape Cod Canal entrance. Town Neck Beach begins at the easterly jetty of the Cape Cod Canal and runs easterly 1.2 miles to the entrance of Old Sandwich Harbor with its delta of rivers and creeks. On the east side of the harbor entrance are Spring Hill and East Sandwich Beaches, stretching 2.5 miles along a magnificent sandy shore and dunes easterly to the mouth of Scorton Creek. Scorton Shores runs easterly for 3 miles to Scorton Neck Beach, which ultimately connects with Sandy Neck Beach. Besides natural attributes of the various beaches, the bayfront has significant manmade facilities. The entrance of the Cape Cod Canal is protected by stone jetties. These jetties, which are both tourist attractions and are accessible to fishermen, inhibit the natural longshore movement of sand from the Sagamore Highlands to the Sandwich Town Beach and beyond.

BREWSTER

Brewster is a 25-square-mile coastal town bordered to the north by Cape Cod Bay, to the east by the Town of Orleans, to the west by the Town of Dennis and to the south by the Town of Harwich. Brewster has an abundance of natural resources and miles of both coastal and freshwater shoreline. The Town has been committed to the protection of its valuable natural resources for decades. Residents and visitors make heavy use of these natural resources: the beaches and ponds provide places to sunbathe and swim, picnic, and relax. Salt marshes, teeming with life, provide inspiration for artists, opportunities for canoeing, kayaking and shellfishing. These resources draw visitors to Brewster and provide refuges for wildlife and plant species. Additionally, approximately 14% of Brewster's assessed property value is located proximate to coastal hazard areas along the Cape Cod Bay shoreline.

Brewster has experienced a number of climate- and weather-related challenges in recent years and can expect to experience more severe events in the years to come due to climate change. For example, intense rain storms in 2017 and 2018 caused street flooding that limits the ability of people to get around. In March 2018 there were four Nor'easters that led to coastal flooding, storm surge, power outages and major travel disruptions.

EASTHAM

The Town of Eastham recognized the need to update its hazard mitigation plan and to align that effort with a plan to increase the community's resilience to climate change. As a coastal community bordered to the east by the Atlantic Ocean, and to the west by Cape Cod Bay, Eastham has a long history of dealing with the impacts of a dynamic coastal environment. These impacts will continue to be exacerbated by the effects of climate change. With 37.4 miles of tidal shoreline and natural resource areas, Eastham is highly susceptible to climate change and natural hazards such as coastal flooding, storm surge and erosion. As a tourist destination, the economy is highly seasonal. The year-round resident population is 4,956 and the seasonal population is conservatively estimated at 22,000. This huge fluctuation in population creates challenges for the community's emergency response staff. It also poses challenges to the Town's long-range planning efforts as the Town must maximize its relatively small staff and financial resources to compensate for the influx of its large seasonal population. The seasonal challenges combined with Eastham's coastal geography reinforce the importance of planning for climate change adaption.

Task List, Measures, and Timeline

TASK 1: RESEARCH CLIMATE AND COASTAL RESILIENCY DEVELOPMENT STRATEGIES

The Commission will engage a consultant to recommend zoning reform related to climate and coastal resiliency mitigation and adaptation. The consultant will review best practices related to land use and natural resources protection, including but not limited to:

- Review building construction practices related to climate coastal resiliency, including shoreline protection;
- Review ways to promote undevelopment within the floodplain;
- Review methods to allow for coastal migration and ways to identify areas appropriate for coastal migration.

The consultant will compile a list of potential zoning reform methods, including benefits and/or obstacles to implementing those methods, and suggestions for locations and/or situations most appropriate for each method.

Measure of Success: The consultant will make recommendations to the Commission on appropriate zoning reform methods for Cape Cod.

Budget:

Total: \$15,944 (Consultant: \$10,000, CCC Staff: \$5,944)

Timeline:

Task Initiation: September 2019
Consultant Procurement: Fall 2019
Award Consultant Contract: Fall 2019
Task Completion: January 2020

TASK 2: IDENTIFY EXISTING OPPORTUNITIES TO INCORPORATE CLIMATE AND COASTAL RESILIENCY STRATEGIES

The Commission will review applicable local development bylaws of partner towns to assess existing regulations related to climate mitigation and coastal adaptation, and, identify opportunities to incorporate regulation changes to promote resiliency.

Measure of Success: The Commission and consultant will compile a list of potential zoning reform methods, including benefits and/or obstacles to implementing those methods, and suggestions for locations/situations most appropriate for each method based on existing zoning for each town and additional recommendations from the consultant's research in Task 1.

Budget:

Total: \$63,664 (Consultant: \$15,000, CCC Staff: \$48,664)

Timeline:

Task Initiation: Winter 2020
Task Completion: Spring 2020

TASK 3: DEVELOP PUBLIC OUTREACH STRATEGIES

The Commission will work with partner towns to develop potential public outreach strategies for communities to use during the public process to amend bylaws.

Measure of Success: Public outreach strategies to engage the public in potential bylaw changes.

Budget:

Total: \$49,101 (CCC Staff)

Timeline:

Task Initiation: Summer 2020
Task Completion: Fall 2020

TASK 4: DEVELOP CONCEPTUAL COASTAL RESILIENCY REGULATION

The Commission will draft a model Coastal Resiliency Bylaw to enhance sustainable development by incorporating Best Practices for land use, development, and natural resource protection based on the methods identified in Tasks 1 and 2. The model bylaw will include a menu of options and bylaw language to select from, together with discussion of the benefits and effects of possible bylaw language.

Measures of Success: The development of a model Coastal Resiliency Bylaw that can be adapted to any of the municipalities in Barnstable County.

Budget:

Total: \$59,891 (Consultant: \$10,000, CCC Staff: \$49,891)

Timeline:

Task Initiation: January 2021
Task Completion: June 2021

Budget Summary

The Cape Cod Commission is collaborating with four communities to advance our mutual interests in improving resiliency to climate change impacts through better land use practices.

The total project budget is \$188,600.00. Cape Cod Commission seeks a total request of \$145,200 from EEA and offers a local match of 30% of the requested amount (\$43,400) in the form of in-kind labor provided by the Commission's staff (\$38,400) and cash match for the consulting expenses (\$5,000).

Staff	Hours	Labor Rate	w/Fringe & ICR	Total Cost	EOEEA	CCC
Erin Perry	200	50.35	120.61	24,122	18,091	6,030
Michele White	300	41.36	99.07	29,722	22,292	7,431
Heather McElroy	300	45.26	108.42	32,525	24,394	8,131
Jen Clinton	250	37.39	89.56	22,390	16,793	5,598
Chloe Schaefer	250	37.42	89.64	22,408	16,806	5,602
Anne Reynolds	195	48.03	115.05	22,434	16,825	5,608
Personnel	1,495			\$ 153,600	\$ 115,200	\$ 38,400
Consulting				\$ 35,000	\$ 30,000	\$ 5,000
Total				\$ 188,600	\$ 145,200	\$ 43,400

BUDGET SUMMARY PER TASK

Task	Total Project Costs			EEA Share			CCC Share		
	Cost Per Task	FY20	FY21	EEA Cost Per Task	FY20	FY21	CCC Cost Per Task	FY20	FY21
1. Research Coastal Resiliency Development Strategies	15,944	15,944		14,458	14,458		1,486	1,486	
2. Identify Existing Opportunities to Incorporate Coastal Resiliency Strategies	63,664	63,664		51,498	51,498		12,166	12,166	
3. Develop Public Outreach Strategies	49,101		49,101	36,826		36,826	12,275		12,275
4. Conceptual Coastal Resiliency Regulation	59,891		59,891	42,418		42,418	17,473		17,473
Total:	188,600	79,608	108,992	145,200	65,956	79,244	43,400	13,652	29,748

Evaluation Criteria

Advances sustainable development by directly, quickly, and significantly improving growth;

- a. Establishes by-right zoning that expedites local permitting;**
- b. Enhances land use regulation in an area of rapid growth or high natural resource value;**

The proposed tasks will enhance land use regulations in areas of high natural resource value by providing communities with tools to implement development projects and land conservation to promote coastal resiliency. These tools will help to limit growth in vulnerable coastal areas while allowing for certain development that is appropriate for the location and context sensitive. By creating a model coastal resiliency bylaw, the Commission can work with towns in Barnstable County to develop specific standards based on the needs of individual communities.

Utilizes funding efficiently;

- a. Assists a community in need (low equalized property valuation per capita);**
- b. Benefits an environmental justice neighborhood;**

The proposal can assist all the towns of Barnstable County by providing information on ways to incorporate climate mitigation and coastal resiliency measures into local planning and regulatory schemes. The proposed bylaw will provide a menu of options to allow Cape communities to customize the bylaw to their own needs and priorities. Additionally, the work proposed under Task 2 to identify specific areas for regulatory change with the four partner communities derives from priorities identified during the communities' MVP planning process to address vulnerable properties and populations.

Implements a Master, Climate Change (mitigation or adaptation), Open Space, Housing Production, or other Plan;

The proposed tasks would help all four municipalities meet goals and objectives outlined in their municipal plans as well as in the Cape Cod Regional Policy Plan. See comment above regarding the proposed project's consistency with MVP plans. This project will help forward actions identified in each of the four towns MVP plans, two of the towns Hazard Mitigation Plans, and one town's Coastal Resources Management Plan.

This project will help the Commission forward recommended actions in the 2018 RPP to continue coastal hazard mitigation and climate adaptation planning, including to:

- Support and engage communities in coastal hazard mitigation and climate adaptation planning to increase the region's resilience to severe storm events and sea level rise; and,
- Continue to provide technical assistance to communities through the State's Municipal Vulnerability Preparedness and Multi-Hazard Mitigation planning programs to identify

coastal hazards, critical facilities and infrastructure, and mitigation and/or adaptation strategies.

The effectiveness of strategies and implementation can be informed by the Commission's commitment to measure changes in floodplain development.

Involves more than one municipality collaborating regionally on similar and related tasks;

The Commission is collaborating with four communities to advance our mutual interests in increasing coastal resiliency throughout Barnstable County. The deliverables associated with these tasks, specifically the coastal resiliency model bylaw, are expected to be transferable to other Massachusetts towns facing impacts from sea level rise, increased storm events, and other climate related hazards.

Provides a match above the required 25%;

The Cape Cod Commission will match 30% of the requested funds; please see the Budget Summary section for a funding breakdown.

Implements a Smart Growth Toolkit technique;

This project is anticipated to include Low Impact Development principles for sustainable development that identifies critical natural resource areas for protection and preservation.

The Commission also proposes to assist towns in developing potential public outreach strategies for communities to use during the public process to amend bylaws.

Finally, the Commission will recommend climate mitigation and coastal resiliency strategies to be implemented in partner towns, including potential zoning and regulation changes, and work with partner towns to identify approaches to implementation appropriate to each towns' unique character.

Advances a Community Compact Best Practice commitment;

All four towns in this project have signed a Community Compact (Bourne in January 2017, Sandwich in May 2016, Eastham in November 2015, and Brewster in May 2016).

This project will support the Community Compact Best Practice Area of Climate Change Adaptation & Resilience through the Best Practices of:

- Inventory existing resources and assess vulnerabilities to enable the community to prioritize climate change adaptation strategies;
- Plan for climate change adaptation to assess cost, risk, and potential solutions and produce a plan of action to enhance municipal resiliency;
- Implement structural improvements and nature-based approaches to protect buildings and infrastructure; and,
- Encourage sound land use that minimize risk and costs associated with climate change for new development and redevelopment projects.

This project will also support the Community Compact Best Practice Area of Water Resource Management through the Best Practices of:

- Require localized flood protection best practices to manage water movement and protect lives, public safety, infrastructure, and critical assets; and,
- Implement stormwater management measures so that land use regulations help promote infiltration, control flooding, and reduce pollution.

Demonstrates consistency with the MA Sustainable Development Principles

- a. Provides for sustainable housing production;**
- b. Delivers a substantial energy or environmental benefit (e.g. better climate resilience, reduced energy use, protection of critical habitats, or reduced greenhouse gas emissions);**
- c. Facilitates walking, biking, and transit use.**

PROTECT LAND AND ECOSYSTEMS

This project encourages the protection of environmentally sensitive lands, natural resources, wetlands and water resources by promoting land use and development strategies to minimize the impacts of sea level rise and increased severe storms.

USE NATURAL RESOURCES WISELY

This project encourages the wise use of natural resources by developing strategies to construct and promote development, buildings, and infrastructure that conserve natural resources through the efficient use of land.

PLAN REGIONALLY

The Commission serves as the regional planning agency for Barnstable County, and will be able to apply the findings from this project to planning projects in all fifteen towns on the Cape.

The four partner towns were selected because they are broadly representative of Cape Cod, making the knowledge gained from this study broadly transferable to the other towns.

Appendix A

FUNDING MATCH LETTER

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

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



CAPE COD
COMMISSION

May 23, 2019

Mr. Kurt Gaertner
Executive Office of Energy and Environmental Affairs
100 Cambridge Street, 9th Floor
Boston, MA 02114

Re: EOEEA – FY20 Planning Assistance Grant

Dear Mr. Gaertner,

The Cape Cod Commission is pleased to commit over \$43,400 in staff equivalency to provide technical assistance support to the communities of Bourne, Sandwich, Brewster, and Eastham to evaluate existing zoning bylaws and regulations, identify best practices for land use suitable for each community, and develop strategies and approaches to improve coastal resilience. In addition, the Commission will support the development of a model coastal resiliency bylaw. The model bylaw will be tailored to the Cape Cod region but may be transferrable to other coastal communities.

The EOEEA program will assist Cape Cod as we develop innovative and diverse strategies for both mitigating and adapting to the effects of climate change. Incorporating best practices into local zoning and natural resource protection bylaws and regulations is one method that will allow communities in the region to better respond to the coastal impacts we currently face and prepare for those projected in the future.

We look forward to completing the proposed work and to contributing to a more resilient region. We appreciate your consideration of this project for funding under the EOEEA Planning Assistance Grant Program.

Sincerely,

Kristy Senatori
Executive Director



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



CAPE COD
COMMISSION

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

DATE: October 9, 2019
TO: Barnstable County Commissioners
FROM: Maria McCauley, Administration and Finance Manager
RE: New Fund Request

Your vote is requested to create a new special revenue fund for the FY20 Planning Assistance grant funded by the Executive Office of Energy and Environmental Affairs at \$145,200.

Thank you for your consideration.

Ronald Bergstrom, Chair

Mary Pat Flynn, Vice-Chair

Ronald Beaty, Commissioner



AGENDA ITEM 8b

Authorizing the execution of an amendment to a contract with ISCO Industries to supply, deliver and assemble new high-density polyethylene pipe (HDPE) to be used for discharge of hydraulically dredged material, executed on October 2, 2019, to increase the quantity of pipe by 500 feet, and the total contract price from \$62,955.85 to \$74,405.85

**ATTACHMENT C
Amendment 1**

This amendment number 1 (“the Amendment”) made this 9th day of October, 2019 by Barnstable County (the “County”) and, Isco Industries, Inc. (the “Contractor”) (collectively the “Parties”) amends the Contract for Services made and entered into by the Parties on October 2, 2019 (the “Contract”).

Whereas, the parties wish to increase the quantity of pipe and increase the total price of the contract; and

Whereas, Section 7 of the Contract, entitled “Amendments,” allows for the Parties upon mutual agreement to amend the Contract by executing a written amendment.

Now Therefore, in consideration of the mutual promises and covenants contained herein and in the Contract, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, agree as follows:

1. Section 1, Scope of Services shall be amended by adding the following.

“Attachment C, Amendment 1 & Exhibit 1 Consisting of 2 pages”
2. Section 4.E shall be amended by deleting “\$62,955.85” and inserting “\$74,405.85’

All remaining terms and conditions shall continue in full force and effect.

In Witness Whereof, the Parties have caused this Amendment to be executed by their respective duly authorized officers as of the date first written above.

FOR THE COUNTY:

BARNSTABLE COUNTY COMMISSIONERS:

Ronald Bergstrom

Mary Pat Flynn

Ronald Beaty

Date

FOR THE CONTRACTOR:

DocuSigned by:
Michelle East
02690A7E821D45D...

Name:

10/9/2019 | 1:25 PM EDT

Date



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

Ship To:
 BARNSTABLE COUNTY DREDGE DEPT
 C/O FALMOUTH HARBOR MASTER
 180 SCRANTON AVE
 FALMOUTH, MA 02540

Quote Number	21033576
Quote Date	10/03/19
Expiration Date	09/23/19
Page	1 of 1

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

#	Qty	UM	Product	Description	Each	Extended
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PIPE & FITTINGS

1	2,500	FT	10161713	16" DR 17 IPS PIPE HDPE AWWA	22.90	57,250.00
2	30	EA	50161710	16" DR 17 IPS FLANGE ADAPTER HDPE	165.00	4,950.00
3	30	EA	53169999	16" IPS DR 11 BACKING RING CARBON STEEL, FLAT	316.50	9,495.00
4	20	EA	53160030	16" NEOPRENE GASKET 1/8" THICK	10.48	209.60
5	13	EA	53160028	BOLTPACK FOR 16" MFA & BUR (16)1"X10-1/2" BOLT W/NUT &WSH	96.25	1,251.25
Subtotal						73,155.85

FUSION SERVICES

#	Qty	UM	Product	Description	Rate	Each	Extended
6	1	DAY	70618000	RENT 6" - 18" IPS BUTT FUSION MACHINE	400.00		
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	74161810	RENTAL DE-MOBILIZATION		500.00	500.00
11	1	EA	72300100	FUSION TECH MON-FRI DAILY RATE FOR 8 HOURS OR LESS	900.00		
12	1	EA	72300201	TECHNICIAN PER DIEM	220.00		
13	1	EA	72400100	TECHNICIAN MOBILIZATION/DEMOB		750.00	750.00
Subtotal							1,250.00

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
74,405.85	0.00	0.00	US \$ 74,405.85
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: _____ Printed Name: _____ Date: _____	
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.			

**Contract for Services
Terms and Conditions**

**Barnstable County
3195 Main Street
Barnstable, MA 02630**

And

ISCO Industries
100 Witherspoon Street, 2 West
Louisville, KY 40202

THIS AGREEMENT is made this 26th day of September, 20 19 by and between ISCO Industries (hereinafter referred to as Contractor), and Barnstable County (hereinafter referred to as County).

The Contract for Services Terms and Conditions and any agreed upon changes thereto included in any Contract Amendments shall take precedence over any additional or conflicting terms and conditions as may be included in any other document attached hereto.

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

1. **Employment of Contractor.** The Contractor hereby agrees to perform the services hereinafter set forth in the Scope of Services (Attachment A). 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 contractor shall perform the scope of services set forth in Attachment A - Scope of Services

3. **Time of Performance.**

Start Date: 9/26/2019 **End Date:** 10/25/2019

4. **Payment:**

- A. The County shall compensate the Contractor for the services rendered at the rate of \$ _____ per rate sheet attachment B (e.g., hour, week, month, project, etc.).
- B. In no event shall the Contractor be reimbursed for time other than that spent providing the described service(s).
- C. Payment will be made upon submittal and approval of the Contractor's Invoice(s) that is (are) received Monthly , Quarterly , Other (specify) Per order.

D. Reimbursement for Travel and Other Contractor Expenses:

All travel and meals are part of this Contract. No reimbursement will be made.

Contractor will be reimbursed for pre-approved travel in an amount not to exceed \$**Click or tap here to enter text.**

Copies of receipts must be submitted. Any expense claimed by the Contractor for which there is no supporting documentation shall be disallowed.

Contractor will be reimbursed for OTHER expenses in an amount not to exceed \$**Click or tap here to enter text.**

OTHER Expenses shall be limited to: \$**Click or tap here to enter text.**

Copies of receipts must be submitted. Any expense claimed by the Contractor for which there is no supporting documentation shall be disallowed.

E. The total of all payments made against this Contract shall not exceed: **\$62,955.85**

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

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

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

7. **Amendments.** 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 Contractor costs, which are mutually agreed upon by the County or Town and the Contractor, shall be incorporated in written amendments to this Contract.

8. **Non-Discrimination in Employment and Affirmative Action.** The Contractor shall take affirmative action to ensure that qualified applicants and employees are treated without regard to age, race, color, religion, sex, marital status, sexual orientation, national origin, disability, or Vietnam Era Veteran status. The Contractor agrees to comply with all applicable Federal and State statutes, rules and regulations prohibiting discrimination

in employment including but not limited to: Title VII of the Civil Rights Act of 1964, as amended; Massachusetts General Laws Chapter 151B§(1); the Americans with Disabilities Act of 1990; and all relevant administrative orders and executive orders including Executive Order 246.

9. **Subcontracting.** None of the services to be provided 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 Contractor from any obligation or liability under this Contract except as specifically set forth in the instrument of approval. If this Contract is funded in whole or in part with federal funds, Contractor further agrees to comply with the provisions of the Office of Management and Budget Circular A-110, as amended, with respect to taking affirmative steps to utilize the services of small and minority firms, women's business enterprises and labor surplus area firms. All subcontracts shall be in writing and shall contain provisions which are functionally identical to, and consistent with, the provisions of this Contract. The County shall have the right to obtain a copy of the subcontract upon request.

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

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

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

13. **Recordkeeping, Audit, and Inspection of Records.** The Contractor shall maintain books, records, and other compilations of data pertaining to the requirements of the Contract to the extent and in such detail as shall properly substantiate claims for payment under the Contract. All such records shall be kept for a period of seven (7) years or for such longer period as is specified herein. All retention periods start on the first day after final payment under this Contract. If any litigation, claim, negotiation, audit or other action involving the records is commenced prior to the expiration of the applicable retention period, all records shall be retained until completion of the action and resolution of all issues resulting therefrom, or until the end of the applicable retention period, whichever is later. If this contract is funded in whole or in part with state or federal funds, the state or federal grantor agency, the County or any of its duly authorized representatives or designees, shall have the right at reasonable times and upon reasonable notice, to examine and copy, at reasonable expense, the books, records and other compilations of data of the Contractor which pertain to the provisions and requirements of this Contract. Such access shall include onsite 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 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. Notfor-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. **Tax Exempt Status.** The County is exempt from federal excise, state, and local taxes; therefore, sales to the County are exempt from Massachusetts sales and use taxes. If the County should become subject to any such taxes during the term of this Contract, the County shall reimburse the Contractor for any cost or expense incurred. Any other taxes imposed on the Contractor on account of this Contract shall be borne solely by the Contractor.

22. **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.

23. **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 "Attachment A".

24. Contractors shall submit invoices within 60 days of completing the work.

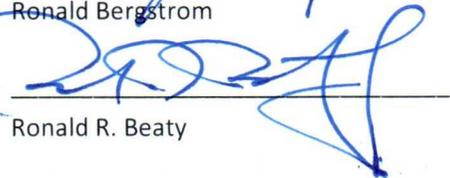
IN WITNESS WHEREOF, the County and Contractor have executed this Agreement this 26th day of September in the year Two Thousand and Nineteen.

FOR THE COUNTY:

BARNSTABLE COUNTY COMMISSIONERS:


Mary Pat Flynn


Ronald Bergstrom


Ronald R. Beaty

10/02/19
Date

FOR THE CONTRACTOR:

ISCO Industries, LLC

Michelle East

Date

Attachment A – 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. 2000 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 contract will include the cost and time required to deliver the pipe, fittings and fusion machine with technician to a location and date to be coordinated with the County. 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 B: 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:

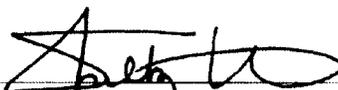
\$62,955.85

Price in numbers

See Attached Quote

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

* Note -
Local yard
in Fitchburgh, MA



Kenneth Ray Hylton

HDPE Fusion Experience: Since 2010

Experience with ISCO: Since 2010

HDPE Fusion Training

Description of Training	When
McElory Small/Medium/Large Diameter Machine Fusion Training	Recertified every 2 years
Central Large Diameter Coupling training	Recertified every year

Recent Large Diameter HDPE Projects

Customer	Description	Location	Date
Remedial Construction	48" DR26 HDPE fusion welds	VA	2017
Mineral Fabrication	building 54" DR32.5 HDPE spool	WV	2017
Bowen Engineering	24" DR11 fusions done in-ditch using 1236 limited access machine	IN	2017
Red River Pump	280' of 24" DR11 HDPE pipe	TX	2017
Site Resources	30" fusions done with 1236 limited access machine	SK	2017
Technip	6600' of 12" DR17 HDPE	Trinidad	2017
FLUOR	6250' of 36" DR17 HDPE	Abu Dhabi	2016
Corman	24"-54" HDPE DR 21	VA	2016
Water and Waste	20" and 24" Electrifusion couplings	NC	2016
FLUOR	36" DR17	UAE	2015
Grand Junction Pipe & Supply	2 field bends - 10 degrees - Elbows/Fusions	CO	2015
Kivuwatt	Extrusion Repair on 54" T	AF	2015
BNPP Water Discharge Project	Nuclear Survey & training customer - 36" pipe	Abu Dhabi	2014
Kirk-Williams	6" 8" Spool pieces, 20" MJ adapters	OH	2014
PCL Industrial	20x4 Saddle Fusion, 12x6 Branch Saddle	NC	2014
Weeks Marina	53 welds 3,000ft 5" pipe DR7	PA	2014
Keystone Clearwater	12" DR17, 10,000ft	OH	2014
Blue Flame	Tie in's 24 & 26 DR9 pipe	WV	2013
Plas Plumbing	18", 24", 30" pipe T900 machine	OH	2013
USA Utility Services Authority	36" DR11 8,000 run	MI	2012
XTO Energy	2300 ft/10" DR7 pipe	PA	2012
Performance Contractor	54" to 24" Branch Saddles	AL	2011
Spiniello	63" pipe 32.5 DR 400 plus ft	MD	2011



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

Ship To:
 BARNSTABLE COUNTY DREDGE DEPT
 C/O FALMOUTH HARBOR MASTER
 180 SCRANTON AVE
 FALMOUTH, MA 02540

Quote Number	21033576
Quote Date	09/16/19
Expiration Date	09/23/19
Page	1 of 1

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

#	Qty	UM	Product	Description	Each	Extended
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PIPE & FITTINGS

1	2,000	FT	10161713	16" DR 17 IPS PIPE HDPE AWWA	22.90	45,800.00
2	30	EA	50161710	16" DR 17 IPS FLANGE ADAPTER HDPE	165.00	4,950.00
3	30	EA	53169999	16" IPS DR 11 BACKING RING CARBON STEEL, FLAT	316.50	9,495.00
4	20	EA	53160030	16" NEOPRENE GASKET 1/8" THICK	10.48	209.60
5	13	EA	53160028	BOLTPACK FOR 16" MFA & BUR (16)1"X10-1/2" BOLT W/NUT &WSH	96.25	1,251.25

Subtotal

61,705.85

FUSION SERVICES

#	Qty	UM	Product	Description	Rate	Each	Extended
6	1	DAY	70618000	RENT 6" - 18" IPS BUTT FUSION MACHINE	400.00		
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	74161810	RENTAL DE-MOBILIZATION		500.00	500.00
11	1	EA	72300100	FUSION TECH MON-FRI DAILY RATE FOR 8 HOURS OR LESS	900.00		
12	1	EA	72300201	TECHNICIAN PER DIEM	220.00		
13	1	EA	72400100	TECHNICIAN MOBILIZATION/DEMOB		750.00	750.00

Subtotal

1,250.00

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
62,955.85	0.00	0.00	US \$ 62,955.85
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 a regular meeting of the Barnstable County Board of Regional Commissioners, in the Commissioners' Conference Room, in the Superior Courthouse, on the second day of October, A.D. 2019, motion by Commissioner Beaty to authorize the execution of a contract with ISCO Industries to supply, deliver and assemble new high-density polyethylene pipe (HDPE) to be used for discharge of hydraulically dredged material, as presented, 2nd by Commissioner Flynn, approved 3-0-0

Ronald Bergstrom, Chair: Y

Mary Pat Flynn, Vice-Chair: Y

Ronald R. Beaty, Commissioner: Y

A true copy, Attest, October , 2019



Janice O'Connell
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:
jennifer.frates@barnstablecounty.org

Jennifer Frates
Chief Procurement Officer

September 19, 2019

MEMORANDUM

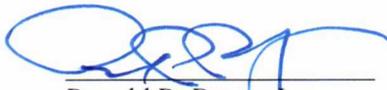
TO: County Commissioners
FROM: Jennifer Frates, Chief Procurement Officer
RE: Notice of Bid Award - #7887 Dredge Pipe

Barnstable County issued an Invitation for Bids (#7887) for Dredge Pipe. The awarded vendor will supply, delivery and assembly of 2,000 linear feet of new HDPE plastic pipeline to be used for discharge of hydraulically dredge material.

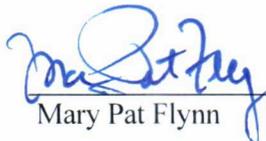
One bid was received. Please award the bid to ISCO Industries as the responsive, responsible bidder offering the total lowest price of \$62,955.85 for the estimated quantity.

Thank you.

County Commissioners:



Ronald R. Beaty, Jr.



Mary Pat Flynn



Ronald Bergstrom

09/25/19

Date

COMMONWEALTH OF MASSACHUSETTS

BANRSTABLE, SS.

At a regular meeting of the Barnstable County Board of Regional Commissioners, at the Olde Colonial Courthouse, on the twenty-fifth day of September, A.D. 2019, motion by Commissioner Beaty to award a contract to ISCO Industries to supply, deliver and assemble new high-density polyethylene pipe (HDPE) to be used for discharge of hydraulically dredged material, as presented, 2nd by Commissioner Flynn, approved 3-0-0

Ronald Bergstrom, Chair: Y

Mary Pat Flynn, Vice-Chair: Y

Ronald R. Beaty, Commissioner: Y

A true copy, Attest, September 25, 2019


Janice O'Connell
Barnstable County Regional Clerk

**ATTACHMENT C
Amendment 1**

This amendment number 1 (“the Amendment”) made this 9th day of October, 2019 by Barnstable County (the “County”) and, Isco Industries, Inc. (the “Contractor”) (collectively the “Parties”) amends the Contract for Services made and entered into by the Parties on October 2, 2019 (the “Contract”).

Whereas, the parties wish to increase the quantity of pipe and increase the total price of the contract; and

Whereas, Section 7 of the Contract, entitled “Amendments,” allows for the Parties upon mutual agreement to amend the Contract by executing a written amendment.

Now Therefore, in consideration of the mutual promises and covenants contained herein and in the Contract, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, agree as follows:

1. Section 1, Scope of Services shall be amended by adding the following.

“Attachment C, Amendment 1 & Exhibit 1 Consisting of 2 pages”
2. Section 4.E shall be amended by deleting “\$62,955.85” and inserting “\$74,405.85’

All remaining terms and conditions shall continue in full force and effect.

In Witness Whereof, the Parties have caused this Amendment to be executed by their respective duly authorized officers as of the date first written above.

FOR THE COUNTY:

BARNSTABLE COUNTY COMMISSIONERS:

Ronald Bergstrom

Mary Pat Flynn

Ronald Beaty

Date

FOR THE CONTRACTOR:

DocuSigned by:
Michelle East
02690A7E821D45D...

Name:

10/9/2019 | 1:25 PM EDT

Date

AGENDA ITEM 8c

Authorizing the execution of the discharge of a mortgage by Wendy E. Kapp to Barnstable County, dated May 24, 1995 and recorded with the Barnstable County Registry of Deeds and recorded with the Barnstable County Registry of Deeds in Book 9961, Page 344

DISCHARGE OF MORTGAGE

Barnstable County, which is organized and existing under the laws of The Commonwealth of Massachusetts, is the holder of a mortgage by **Wendy E. Kapp**, to

Barnstable County, which is organized and existing under the laws of The Commonwealth of Massachusetts, dated May 24, 1995 recorded with the Barnstable County Registry of Deeds in Book 9961, Page 344, acknowledges satisfaction of the same.

Witness our hand and seal this ____ day of _____, 2019

BARNSTABLE COUNTY, As County Commissioners

Ronald Bergstrom

Mary Pat Flynn

Ronald R. Beaty

COMMONWEALTH OF MASSACHUSETTS

Barnstable, ss.

On this ____ day of _____, 2019, before me, the undersigned notary public personally appeared **Ronald Bergstrom, Mary Pat Flynn** and **Ronald R. Beaty**, as Barnstable County Commissioners, and proved to me through satisfactory evidence of identification, which was _____, to be the persons whose names are signed on the preceding or attached document, and acknowledged to me that they signed it voluntarily for its stated purpose.

Notary Public

My Commission Expires: _____



BARNSTABLE COUNTY
DEPARTMENT OF HUMAN SERVICES
3195 Main Street, Post Office Box 427
Barnstable, Massachusetts 02630
Office: 508-375-6628 | Fax: 508-362-0290
www.bchumanservices.net

BARNSTABLE COUNTY HOME PROGRAM

MEMORANDUM

To: Jack Yunits, Jr., County Administrator / County Commissioners
From: Renie Hamman, HOME Program Manager
RE: Discharge of HOME Mortgage
2075 Main Street, Marstons Mills / Wendy Kapp
Date: October 9, 2019

Enclosed, please find an original Discharge of Mortgage for the above-reference property respectfully requested to be properly executed by the County Commissioners.

This deferred no-interest loan was made under the Homeowner Rehab Program by the Barnstable County HOME Program back in 1995. At that time, the Homeowner Rehab Program granted funds to homeowners as a fifteen (15) year forgiveness loan. As long as the homeowner remained in the home, after fifteen years, the loan, in this case \$7,209.00, was to be forgiven. See Covenants paragraph 1. Repayment of the Mortgage, second page of attached mortgage for reference. As the fifteen years has now passed, this loan is to be forgiven and Ms. Kapp has requested a discharge of the mortgage.

Thank you,
Renie Hamman, HOME Program Manager

Renie Hamman

HOME INVESTMENTS PARTNERSHIP PROGRAM**MORTGAGE**

THIS MORTGAGE (this "Mortgage") is made this 24 day of

May, 1995 between the mortgagor, Wendy E Kopp

(herein "Borrower") whose address is 2075 Main Street
Mansfield, Massachusetts 02648, and the mortgagee Barnstable
County, which is organized and existing under the laws of The
Commonwealth of Massachusetts whose address is Superior Court
House, Main Street, Barnstable, Massachusetts 02630 (the "Lend-
er").

Background and Granting Clause

Borrower is indebted to Lender in the principal sum of Seven Thousand
Two hundred and nine — and 00/100 Dollars (\$7209.00)
(the "Loan") which indebtedness is evidenced by Borrower's
Promissory Note of even date herewith (the "Note"), providing for
repayment of the Loan under certain conditions and providing for
other conditions of the Loan.

To SECURE to Lender the repayment under the Note and the
performance of the covenants and agreements of Borrower contained
in this Mortgage and in the Loan Agreement of even date between
Borrower and Lender (the "Loan Agreement"), Borrower does hereby
mortgage, grant and convey to Lender, with MORTGAGE COVENANTS,
upon the STATUTORY CONDITION and with the STATUTORY POWER OF SALE
the following described property located in the County of Barnst-
able, Commonwealth of Massachusetts, which has the address of
2075 Main St, Mansfield
02648 (the "Property Address"), as more particularly described
on Exhibit A attached hereto;

TOGETHER with all the buildings and improvements now or
hereafter erected on such real property, and all fixtures,
easements, rights, licenses, appurtenances and rents, all of
which shall be deemed to be and remain a part of the property
covered by this Mortgage; and all of the foregoing, together with
said real property are hereinafter referred to as the "Property."

Borrower covenants that Borrower is lawfully seized of the
estate hereby conveyed and has the right to mortgage, grant, and
convey the Property, and that the Property is unencumbered,
except for those certain mortgages by and between the Borrower
and Barnstable County

(the "Senior Mortgages"). Borrower warrants and covenants to
defend generally the title to the Property against all claims and
demands, subject to encumbrances of record.

8833 86M

6

For purposes of this Mortgage and the Note, Lender designates the Cape Cod Commission (the "Commission") as its agent, with the power to administer the Note and the Mortgage, and to take any and all actions which Holder is entitled to take hereunder or thereunder. The Commission has a principal office at 3225 Main Street, P.O. Box 226, Barnstable, Massachusetts 02630. All notices and payments to Lender under this Mortgage or the Loan Documents shall be made to the Commission at this address.

Covenants

Borrower and Lender covenant and agree as follows:

1. **Repayment:** In the event the Borrower sells or transfers the property before the fifteenth anniversary of the Note, the Borrower shall repay to the Lender an amount as calculated under the Note.

2. **Prior Mortgages; Charges; Liens.** Borrower shall perform all of Borrower's obligations under the Senior Mortgage, including Borrower's covenants to make payments when due. Borrower shall pay or cause to be paid all taxes, assessments and other charges, fines and impositions attributable to the Property which may attain a priority over this Mortgage and leasehold payments or ground rents, if any.

3. **Hazard Insurance.** Borrower shall keep improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and such other hazards as Lender may require and in such amounts and for such periods as Lender may require, subject to the terms and conditions of the Senior Mortgage.

All insurance policies and renewals thereof shall include a standard mortgage clause in favor of Lender. Lender shall have the right to hold the policies and renewals thereof, subject to the terms of any mortgage or other security agreement with a lien which has priority over this Mortgage.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and to Lender. Lender may make proof of loss if not made promptly by Borrower.

If the Property is abandoned by Borrower, or if Borrower fails to respond to Lender within 30 days from the date notice is mailed by Lender to Borrower that the insurance carrier offers to settle a claim for insurance benefits, subject to the rights of the mortgagee under the Senior Mortgage, Lender is authorized to collect and apply the insurance proceeds at Lender's option either to restoration or repair of the Property or to the sums secured by this Mortgage.