

AGENDA PACKET
01/02/20 REGULAR MEETING

DOCUMENT LIST

Agenda Item 4a:

- No Documents

Agenda Item 4b:

- Appointment of Commissioners to Committees for Calendar Year 2019

Agenda Item 6a:

- No Documents

Agenda Item 7a:

- No Documents

Agenda Item 7b:

- Memorandum dated December 30, 2019 to all Barnstable County Department Heads from Elizabeth Braccia regarding "FY2021 Budget Presentation"

Agenda Item 7c:

- No Documents

Agenda Item 7d:

- Proposed Ordinance 20-__, To authorize the County to purchase capital equipment, and implement capital improvements for use in conducting the business of the County and to borrow money to pay

Agenda Item 9a:

- Memorandum to the Barnstable County Commissioners from Renie Hamman, HOME Program Manager, regarding "HOME Consortium Advisory Council, Appointment of Jeffrey Ribeiro as Truro Representative", dated December 19, 2019
- Letter dated December 10, 2019 to Renie Hamman, HOME Program Manager, regarding "Truro Representative to the Barnstable County HOME Consortium", from Jan Worthington, Chair, Select Board, Town of Truro

Agenda Item 9b:

- Agreement, for a grant from the Massachusetts Department of Housing and Community Development to the Cape Cod Commission, in the amount of \$192,999.00, to provide technical assistance to Cape Cod towns consistent with the Commonwealth's guidelines, for a period through December 31, 2020

Agenda Item 9c:

- Contract with Aquacultural Research Center (ARC), to provide Quahog Seed 2mm to 3mm (R-1.5) to be delivered no later than June 15, 2020, at a price of \$12.00 per thousand; and Oyster Seed - 3 mm to 4mm (R-2) to be delivered no later than June 22, 2020, at a price of \$12.75 per thousand; and Cape Cod Oyster, to provide Oyster Seed - 12mm (R-8) to be delivered no later than June 15, 2020, at a price of \$41.00 per thousand; to the towns in the County
- Contract award to Aquacultural Research Center (ARC), to provide Quahog Seed 2mm to 3mm (R-1.5) to be delivered no later than June 15, 2020, at a price of \$12.00 per thousand; and Oyster Seed - 3 mm to 4mm (R-2) to be delivered no later than June 22, 2020, at a price of \$12.75 per thousand; and Cape Cod Oyster, to provide Oyster Seed - 12mm (R-8) to be delivered no later than June 15, 2020, at a price of \$41.00 per thousand; to the towns in the County, for a period through June 30, 2020

Agenda Item 9d:

- Contract with Cape Cod Oyster, to provide Oyster Seed - 12mm (R-8) to be delivered no later than June 15, 2020, at a price of \$41.00 per thousand; to the towns in the County
- Contract award to Aquacultural Research Center (ARC), to provide Quahog Seed 2mm to 3mm (R-1.5) to be delivered no later than June 15, 2020, at a price of \$12.00 per thousand; and Oyster Seed - 3 mm to 4mm (R-2) to be delivered no later than June 22, 2020, at a price of \$12.75 per thousand; and Cape Cod Oyster, to provide Oyster Seed - 12mm (R-8) to be delivered no later than June 15, 2020, at a price of \$41.00 per thousand; to the towns in the County, for a period through June 30, 2020

Agenda Item 9e:

- Contract with Vanguard Modular Building Systems, in the amount of \$123,390.00, for an Office Trailer to serve as a Mobile Lab for the County Health and Environment Department

Agenda Item 9f:

- Discharge of a mortgage by Autumn L.Banks, acting by and through the Cape Cod Commission, to Barnstable County, dated September 20, 2012, and recorded with the Barnstable Registry of Deeds in Book 26689, Page 301

Agenda Item 9g:

- Discharge of a mortgage by Michael T. and Tatiana K. Malone, acting by and through the Cape Cod Commission, to Barnstable County, dated September 15, 2003, and recorded with the Barnstable County Land Court Registry as Document Number 939812

Agenda Item 9h:

- Memorandum dated December 16, 2019 to the Board of Regional Commissioners from Community Septic Loan Program regarding Certificates for Dissolving Betterments

AGENDA ITEM 4b

Appointment of Commissioners to Committees

The following appointments were voted on during the first Barnstable County Board of Regional Commissioners' meeting, 1/3/17, and are effective indefinitely until the first Barnstable County Board of Regional Commissioners' meeting in January 2018:

Barnstable County Board of Regional Commissioners

Robert Bergstrom, Chair
 Mary Pat Flynn, Vice Chair
 Ronald R. Beaty, Commissioner

BOARD	REPRESENTATIVE	ALTERNATE	MEETINGS
AmeriCorps Advisory Council	Beaty	None	Quarterly
Barnstable County Retirement Association	Bergstrom	None	Monthly (Tuesdays)
Cape Cod Arts Foundation	Flynn	None	Monthly
Cape Cod Commission	Bergstrom	Flynn	Twice a month (Thursdays)
Cape Cod Cooperative Extension	Flynn	None	As needed
Cape Cod Economic Development Council	Beaty	None	Monthly (Thursdays)
Cape Cod Metropolitan Planning Organization	Bergstrom	Beaty	Monthly (Mondays)
Cape Cod Municipal Health Group	Marczak, Justyna	Cushing, Nancy	Monthly (Tuesdays)
Cape Cod Water Protection Collaborative	Beaty	None	Monthly (Wednesdays)
Cape & Islands Workforce Investment Board	Beaty	None	Monthly (Tuesdays)
Cape & Vineyard Electric Cooperative	Bergstrom	None	Every other Month (Thursdays)
Cape Light Compact	Flynn	None	Monthly (Wednesdays)
Children's Cove Advisory Board	Flynn	None	Quarterly (Wednesdays)
Human Services Advisory Council	Flynn	None	Quarterly
National Seashore Advisory Council	Bergstrom	Lyons, Sheila	Monthly


 Ronald R. Beaty


 Robert Bergstrom


 Mary Pat Flynn

Date 01/16/17

COMMONWEALTH OF MASSACHUSETTS

BANRSTABLE, SS.

At the Superior Courthouse Building on the ninth day of January, A.D. 2019, in a regular meeting of the Barnstable County Board of Regional Commissioners, motion by Commissioner Beaty to appoint Commissioners to County boards, committees and other bodies from January 2, 2019 through January 2, 2020, or until a successor is appointed and sworn in as necessary, as presented., as presented, 2nd by Commissioner Flynn, approved 3-0-0

Ronald Bergstrom, Chair: Y

Mary Pat Flynn, Vice-Chair: Y

Ronald R. Beaty, Commissioner: Y

A true copy, Attest, January 9 , 2019


Barnstable County Regional Clerk



AGENDA ITEM 7b

Board of Regional Commissioners Fiscal Year 2021 Budget Schedule



BARNSTABLE COUNTY

THE REGIONAL GOVERNMENT OF CAPE COD

Finance Department

MEMORANDUM

DATE: 12/30/2019
TO: All Department Heads
FROM: Elizabeth Braccia
RE: FY2021 Budget Presentation

Hello All,

We have submitted the following schedule of the FY 2021 Budget and Capital presentations to the Board of Commissioners:

January 8, 2020

FY21 Budget Overview

Department budgets:

Commissioners

Assembly

Finance

RDO & AmeriCorps

The Academy (Cape Cod Center for Public Safety Training)

January 15, 2020

Department budgets:

Health, including septic loan, the Lab, Nursing and I/ A center

Human Services

the Cove

IT

Facilities

January 22, 2020

Department budgets:

Extension

BCFTA cleanup

the Dredge

Cape Cod Commission

Registry of Deeds

AGENDA ITEM 7d

Proposed Ordinance 20-__, To authorize the County to purchase capital equipment, and implement capital improvements for use in conducting the business of the County and to borrow money to pay

BARNSTABLE COUNTY BOARD OF COMMISSIONERS

In the Year Two Thousand Twenty

Proposed Ordinance 20-XX

To authorize the County to purchase capital equipment, and implement capital improvements for use in conducting the business of the County and to borrow money to pay, therefore;

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

The Board of Commissioners is hereby authorized to purchase capital equipment, and implement capital improvements for use in conducting the business of the County as follows:

Section 1.

- a. To make available to Cape Cod Commission to perform a Planimetrics update that will gather geospatial data.

Item	Cost	Finance Account Number
Planimetrics Update	\$ 395,000	30210105.5840

- b. Implement the following capital request for the Real Estate Commission for use in conducting business specific to the operations and services of the Barnstable County Commissioners:

Item	Cost	Finance Account Number
Plan for Exploring New Office Building	\$ 100,000	30211000.5820

- c. Implement the following capital request for the Enterprise Dredge Department for use in conducting business specific to the operations and services of the Barnstable County Commissioners:

Item	Cost	Finance Account Number
Purchase of (2) Pickup Trucks	\$ 70,000	30210250.5870

- d. Make certain Courthouse capital improvements and upgrades and purchase the following equipment for Facilities for use in conducting business specific to the operations and services of the Barnstable County Commissioners:

Item	Cost	Finance Account Number
Registry of Deeds A/C Unit Replacement	\$ 80,000	30210205.5840
Second District HVAC Replacement	\$ 750,000	30210202.5840
Cnty Complex - Emergency Circuit Upgrade	\$ 50,000	30210202.5841
Total Facilities	\$ 880,000	

- e. Implement the following capital improvements and purchase the following equipment for the Cooperative Extension Department for use in conducting business specific to the operations and services of the Barnstable County Commissioners:

Item	Cost	Finance Account Number
Farm Facility - Addition/Renov	\$ 800,000	30210230.5890

- f. Implement the following capital improvements and purchase the following equipment for the Children's Cove Department for use in conducting business specific to the operations and services of the Barnstable County Commissioners:

Item	Cost	Finance Account Number
Children's Cove - Addition Planning/Design	\$ 50,000	30210320.5840

- g. Implement the following capital improvements and purchase the following equipment for the Health Department for use in conducting business specific to the operations and services of the Barnstable County Commissioners:

Item	Cost	Finance Account Number
Replace and Upgrade GC/MS	\$ 150,000	30210302.5870
Replace and Upgrade Fume Hood	\$ 45,000	30210302.5840
Replace 4WD Pickup With Hybrid 4WD	\$ 40,000	30210301.5870
Total Health	\$ 235,000	

- h. Implement the following capital improvements and purchase the following equipment for the Public Safety Training Academy for use in conducting business specific to the operations and services of the Barnstable County Commissioners:

Item	Cost	Finance Account Number
JBCC - Public Safety Facility Design	\$ 80,000	30210460.5890

The total cost of equipment, improvements and projects equals (=) \$2,610,000.

AGENDA ITEM 9a

Authorizing the appointment of Jeffrey Ribeiro as the Town of Truro's Representative to the Barnstable County HOME Consortium Advisory Council for a term through January 31, 2022



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

APPOINTMENT MEMORANDUM

To: Barnstable County Commissioners
From: Renie Hamman, HOME Program Manager *RH*
RE: HOME Consortium Advisory Council
Appointment of Jeffrey Ribeiro as Truro Representative
Date: December 19, 2019

The Town of Truro Select Board voted to appointed Jeffrey Ribeiro as Truro Representative to the Barnstable County HOME Consortium Advisory Council to fill a currently vacant term to expire on January 31, 2022 (*Select Board appointment letter attached*). Jeffrey Ribeiro is the Truro Town Planner and holds a Master of Urban Planning degree. Previous to the Town of Truro position, Jeffrey was employed as the Town Planner for Provincetown and prior to that, worked for the Cape Cop Commission as a project manager. Jeffrey will bring valuable experience and we are pleased to welcome him to the Advisory Council.

I respectfully request that you support the Town of Truro's nominee and appoint Jeffrey Ribeiro to the Barnstable County HOME Consortium Advisory Council for the term expiring January 31, 2022.

So moved, dated: _____

Ronald Bergstrom, Commissioner

Mary Pat Flynn, Commissioner

Ronald R. Beaty, Commissioner

Creating a Healthy Connected Cape Cod

The Mission of the Department of Human Services is to plan, develop, and implement programs which enhance the overall delivery of human services in Barnstable County and promote the health and social well-being of County residents through regional efforts that improve coordination of services.



TOWN OF TRURO

P.O. Box 2030, Truro, MA 02666

Tel: 508-349-7004, Extension: 110 or 124 Fax: 508-349-5505

December 10, 2019

Renie Hamman, HOME Program Manager
Barnstable County Commissioners
P.O. Box 427
3195 Main St., Barnstable, MA 02630

RE: Truro Representative to the Barnstable County HOME Consortium

Dear Ms. Hamman,

This letter will serve as notification that at a duly held meeting on December 10, 2019 the Truro Select Board voted to nominate Jeffrey Ribeiro, Truro's Town Planner as Truro's Representative to the Barnstable County HOME Consortium. The Select Board has every confidence that he will be an excellent representative. Mr. Ribeiro can be contacted at the following address and at his direct line:

Jeffrey Ribeiro Town Planner
Town of Truro
PO Box 2030
Truro, MA 02666
(508) 214-0928

Should you require anything further, please feel free to contact the Select Board Office.

Sincerely,

Jan Worthington
Chair, Select Board
Town of Truro

AGENDA ITEM 9b

Authorizing the execution of an agreement, for a grant from the Massachusetts Department of Housing and Community Development to the Cape Cod Commission, in the amount of \$192,999.00, to provide technical assistance to Cape Cod towns consistent with the Commonwealth's guidelines, for a period through December 31, 2020

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



This form is jointly issued and published by the Office of the Comptroller (CTR), the Executive Office for Administration and Finance (ANF), and the Operational Services Division (OSD) as the default contract for all Commonwealth Departments when another form is not prescribed by regulation or policy. The Commonwealth deems void any changes made on or by attachment (in the form of addendum, engagement letters, contract forms or invoice terms) to the terms in this published form or to the **Standard Contract Form Instructions, Contractor Certifications and Commonwealth Terms and Conditions** which are incorporated by reference herein. Additional non-conflicting terms may be added by Attachment. Contractors are required to access published forms at CTR Forms: <https://www.macomptroller.org/forms>. Forms are also posted at OSD Forms: <https://www.mass.gov/lists/osd-forms>.

CONTRACTOR LEGAL NAME: Barnstable County - Cape Cod Commission (and d/b/a):		COMMONWEALTH DEPARTMENT NAME: Department of Housing and Community Development MMARS Department Code: OCD	
Legal Address: (W-9, W-4): 325 Main Street, Barnstable, MA 02630		Business Mailing Address: 100 Cambridge Street, Suite 300, Boston, MA 02114	
Contract Manager: Patty Daley	Phone: 508-744-1212	Billing Address (if different): same	
E-Mail: Pdaley@capecodcommission.org	Fax: 508-362-3136	Contract Manager: Julissa Tavarez	Phone: 617-573-1407
Contractor Vendor Code: VC 6000194979		E-Mail: Julissa.tavarez@mass.gov	Fax: 617-573-1460
Vendor Code Address ID (e.g. "AD001"): AD 001 (Note: The Address ID must be set up for EFT payments.)		MMARS Doc ID(s):	
RFR/Procurement or Other ID Number:			
<input checked="" type="checkbox"/> NEW CONTRACT 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 type="checkbox"/> Department Procurement (includes all Grants - 815 CMR 2.00) (Solicitation Notice or 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 checked="" type="checkbox"/> Other Procurement Exception (Attach authorizing language, legislation with specific exemption or earmark, and exception justification, scope and budget)		<input type="checkbox"/> CONTRACT AMENDMENT Enter Current Contract End Date <u>Prior</u> to Amendment: _____, 20____. Enter Amendment Amount: \$ _____ (or "no change") AMENDMENT TYPE: (Check one option only. Attach details of amendment changes.) <input type="checkbox"/> Amendment to Date, 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"/> Other Procurement Exception (Attach authorizing language/justification and updated scope and budget)	
The Standard Contract Form instructions, Contractor Certifications and the following Commonwealth Terms and Conditions document is incorporated by reference into this Contract and are legally binding: (Check ONE option): <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 new total if Contract is being amended). \$ <u>192,999</u>			
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 <input type="checkbox"/> statutory/legal or Ready Payments (M.G.L. c. 29, § 23A); <input type="checkbox"/> 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.) State funds will be used by the subgrantee to provide technical assistance to its member municipalities consistent with Section 6 of Chapter 205 of the Acts of 2006 as amended by Sections 6 and 7 of Chapter 310 of the Acts of 2006.			
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>December 31, 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 certifies that they have accessed and reviewed all documents incorporated by reference as electronically published and the Contractor makes all certifications required under the Standard Contract Form Instructions and Contractor Certifications under the pains and penalties of perjury, and further 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, this Standard Contract Form, the Standard Contract Form Instructions, Contractor Certifications, the applicable Commonwealth Terms and Conditions, 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>Ronald Bergstrom, Mary Pat Flynn, Ronald Beaty</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: <u>Louis Martin</u> Print Title: <u>Associate Director</u>	

ATTACHMENT A

Cape Cod Commission
(Barnstable County)
2020

Scope of Work and Budget for District Local Technical Assistance Fund

I. General:

DHCD is entering into this contract with the Regional Planning Agency (RPA) to provide technical assistance to municipalities within the purposes of the trust fund authorized by M.G.L., c. 29, s. 2XXX, and any other general or special law, as described in this contract. Funding is authorized by Chapter 41, Acts of 2019, Acct. #1599 – 0026, which item supports several regionalization initiatives. Use of funds shall comply with the requirements of Section 6 of Chapter 205 of the Acts of 2006 as amended by Sections 6 and 7 of Chapter 310 of the Acts of 2006, which states that Regional Planning Agencies (RPAs) shall use District Local Technical Assistance Fund (DLTA Fund) allocations to provide technical assistance to their member municipalities. Pursuant to the statute as amended, payments from the DLTA Fund shall be made on order of the Division of Local Services (DLS) at the Department of Revenue (DOR) and requirements relating to the use and administration of funds shall be made by the Department of Housing and Community Development (DHCD). For the purpose of jointly administering the program, DLS and DHCD executed a Memorandum of Understanding on October 2, 2008 that is incorporated herein by reference.

II. Disbursement, Administration and Recoupment:

- a. Upon execution of this contract, DHCD shall notify DLS of the amount to be disbursed from the DLTA Fund to the RPA and provide the DLS with a copy of this Contract. Upon execution of this Contract and certification to DLS by DHCD, the RPA shall receive the DLTA funds directly from the Comptroller.
- b. The total amount of this contract reflects the statutory allocation for the RPA according to the formula in M.G.L., c. 29, s. 2XXX.
- c. The RPA shall maintain detailed records and books accounting for the expenditure of all DLTA funds and give DOR, DHCD and any other agency of the Commonwealth authorized by law, the right to inspect and examine such records. Upon request, the RPA shall explain any entry or expenditure.
- d. If any expenditure made by the RPA from the DLTA Fund does not comply with the purposes specified in this contract, the RPA shall pay an amount equal to the unauthorized expenditures to the Commonwealth upon the request of DHCD.

III. RPA Match:

The RPA shall provide a 10% match of which no more than ½ may be in the form of in-kind services. The RPA's match for this scope shall be at least **\$19,300**. The RPA shall provide the 10% match on an ongoing basis. Documentation of the match shall be included in the quarterly and annual reports and shall identify the type (cash or in-kind), amount, and source of any cash match. The cash match shall equal a minimum of 5% of the grant amount. NOTE: RPAs cannot fulfill the cash match requirement by requiring that any municipality(ies) pay any costs associated with the DLT A project(s) in which the municipality(ies) participates (e.g., local cash match). However, RPAs may encourage municipalities to provide a cash or in-kind match to their proposed project and factor that into the selection process, so long as a local match is not required for consideration under the DLT A program.

IV. Project and Account Management:

- a. The RPA shall enter into an agreement with each municipality receiving technical assistance through this program. The agreement shall be in a form agreed to by the parties and shall detail a scope of work and budget. The RPA shall establish account codes that enable reports to include detailed expenditures by project.
- b. The RPA shall track expenditures in a manner that details actual direct labor, overhead (**139%**) and direct costs for the period. Staff members working on activities supported by the DLT A allocation shall be paid according to their usual rates and the drawdown of the funds shall occur based on these rates multiplied by the overhead rate. For reporting purposes, staff members providing direct labor to the program shall keep a record of their daily activities using the agency's official timesheet or a comparable reporting and record-keeping instrument.

V. Reporting:

a. Quarterly:

The RPA shall provide quarterly progress reports documenting tasks, expenditures, and the 10% match to DHCD and the Division of Local Services in electronic format. Quarterly reports shall be due not later than the 15th day of April 2020; July 2020, October 2020, and January 2021. The quarterly report shall address the activity of the prior 3 months, except the April 2020 report shall address activities undertaken from the effective date of this contract. **Each RPA shall use the reporting template provided by DHCD. The reporting of DLT A funds allocated to each project is essential information for the Administration's use in tracking DLT A funds.**

Note a1: Meetings of the Massachusetts Association of Regional Planning Agencies (MARPA) occurring closest to the due date of the quarterly report shall devote time on the agenda for updates and other issues relating to DLT A activity. Notice of such meetings shall be sent prior to each meeting to the Division of Local Services (croninse@mass.gov), and to the Department of Housing and Community Development (elaine.wijnja@mass.gov).

1. The format of the quarterly reports shall be as determined by DHCD, but shall include at a minimum: project purpose, participating municipality(ies), type of program, project timeline, activities undertaken in the quarter, activities planned in upcoming quarter(s), relationship to funding priorities as described in this contract, expenditures to date, and achieved or expected outcomes, as appropriate.
- b. Legislative Report
In compliance with the statute, the RPA shall also provide a report to DHCD that DHCD shall provide to the Senate Committee on Ways and Means, and the House Committee on Ways and Means, that documents all activities, expenses, matching funds, products, and outcomes of technical assistance for the current grant year in accordance with DHCD's Reporting Instructions. The report shall include a description of the criteria for selection of projects and activities for technical assistance and other narrative information deemed appropriate reflecting activity from contract start date through June 30. This report shall be due to DHCD by **July 15, 2020**. DHCD shall compile all individual RPA reports for the report to the House and Senate Ways and Means Committees as noted above.
- c. Final Report: The RPA shall provide a final report to DHCD and the Division of Local Services on or before the **15th day in January 2021**. The final report shall cover all DLTA activities, products, and financial expenditures, source and type of match for each project, and outcomes achieved/anticipated (e.g., regional agreement executed, regional agreement in progress, bylaw adopted, proposed bylaw on warrant for spring 2020 town meeting) for the period of the contract.

NOTE c1: Any project resulting from a proposal received from a "Community Compact" City or Town shall be separately highlighted in the final report. Similarly, any project resulting from a proposal related to the Housing Choice Initiative shall be separately highlighted in the final report.

VI. Priority Funding Areas for Technical Assistance Activities:

In concert with the Massachusetts Association of Regional Planning Agencies (MARPA), the state has identified the priority uses for DLTA funding. RPAs shall focus efforts to distribute the RPA allocation of DLTA funds between two general categories: 1) "Planning Ahead for Housing" (or to help reach the Statewide Housing Production Goal) or "Planning Ahead for Growth"; and 2) Community Compact Cabinet activities as identified below. The goal of the DLTA effort is to direct these funds to projects/activities that result in change in the municipality(ies) receiving these DLTA services, whether in law, regulation, program management, or practice, that serve to further these objectives. At least **30%** of DLTA funding should be used toward these state goals, and the solicitation of municipalities should emphasize these priorities: planning ahead for housing, planning ahead for growth, and Community Compact best practices. Community Compact best practices should include both those that the Administration is seeking to fund as part of the CCC program as a first priority and also best practices that explicitly align with CCC best practices but are not best practices identified in a signed CCC agreement.

VII. Use of Funds

Note: DLT A funds shall not be used for any activities related to assertion of the General Land Area Minimum (GLAM) (1.5% of total land area) safe harbor under 760 CMR 56.03 (b) (Chapter 40B).

Examples of eligible activities shall include:

- a. **Planning Ahead for Housing:** Planning and implementation activities that encourage and support affordable and market-rate housing production opportunities or support municipalities complying with new HUD fair housing regulations, specifically related to the Housing Goal of 135,000 new units by 2025, that may include, but are not limited to:
 - The development of market, mixed-income and affordable multi-family housing in transit-oriented-development locations, employment centers, downtown locations and state endorsed Priority Development Areas (PDAs) within the RPA's jurisdiction, including any "Gateway municipality" (see MGL, c. 23A, s. 3A);
 - The creation of as-of-right zoning districts such as those eligible under DHCD's Compact Neighborhoods policy or the Chapter 40R/Smart Growth statute including starter homes;
 - Consideration of Transfer Development Rights zoning districts including areas that may qualify as sending and receiving areas.
 - Development of Workforce housing under the Housing Development Incentive Program (HDIP) and Urban Center Housing TIF areas.
 - The creation of prompt and predictable permitting through an Expedited Permitting Priority Development Site using Chapter 43D for Residential;
 - Identifying challenges and solutions in respect to infrastructure requirements that affect the ability to construct multi-family residential projects in as-of-right zoning districts and parcels;
 - Identifying multi-family residential projects subject to the Permit Extension Act (as amended), assessing impediments to such projects, and recommending steps that the Commonwealth and/or the applicable municipality could realistically take to enable those projects to go forward;
 - Regional analysis of affordable and market-rate housing needs, to include, for example, preparation of a *Housing Production Plan* pursuant to 760 CMR 56.00 et. seq., and similar undertakings that may guide the execution of a compact among communities for locating affordable and market-rate housing;
 - Assisting one or several municipalities who must comply with requirements under the new Fair Housing regulation issued by HUD;
 - Assisting one or more community to analyze their qualifications to be designated as a Housing Choice Community (including improvements to existing reporting related to Building Permits to the US Census) and/or apply for Housing Choice Initiative capital grants.

- b. **Planning Ahead for Growth:** Planning and implementation activities that encourage and support economic development opportunities that may include, but are not limited to:
- Identification, assessment and mapping of Priority Development Areas (PDAs) and Priority Preservation Areas (PPAs) at the local and regional levels, including discussion of specific areas for multi-family housing growth.
 - Supporting prompt and predictable permitting through the Chapter 43D Expedited Permitting Program for Economic Development projects;
 - Encouraging communities to use the Economic Development Self-Assessment Tool (EDSAT) to assess economic development opportunities within communities and/or regions and to develop implementation strategies based on EDSAT recommendations;
 - Identifying challenges and solutions in respect to infrastructure requirements that affect the ability to advance economic development activities;
 - At a city or town's request, identifying economic development projects subject to the Permit Extension Act (as amended), assessing impediments, and recommending steps that state and/or the applicable municipality could realistically take to enable those projects to go forward; and
 - Developing or updating components of municipal master plans and providing technical assistance that supports the implementation of strategies which are designed to advance well-planned growth and development policies and practices.

c. **Supporting the Community Compact, including regionalization**

Supporting municipalities who are seeking to adopt state best practices under the Community Compact Cabinet program, including those who want to pursue projects of a regional nature. The regional planning agency should pursue a strategy intended to assist Compact Communities with implementation of their Community Compact best practice selection(s).

Regional planning agencies also shall work with Administration to generally support the CCC program and the state best practice priorities for municipalities as laid out in the Community Compact program. While first priority shall be Community Compact Program municipalities' best practices as stated on their Compact applications, regional planning agencies are encouraged to also consider requests from 1) Compact Communities seeking to implement best practices not specifically included on their Compact applications and 2) non-Community Compact communities seeking to implement the state's best practices.

A list of the Community Compact best practices is attached and should be attached to any solicitation for proposals.

d. **Supporting the Housing Choice Initiative**

The regional planning agency shall work with Administration to support the Housing Choice Initiative (HCI) and those communities that are seeking assistance to achieve Designation under the HCI. The HCI will designate communities who have produced certain levels of housing and have best practices that allow for compact housing development. First priority shall be to support Designated Housing Choice Communities, regional planning agencies are encouraged to prioritize requests for communities seeking to achieve HC Designation. The activities under "Planning Ahead for Housing" qualify as best practices under the HCI.

NOTE: Funds cannot be used for routine administrative tasks of municipalities, including, but not limited to, grant application preparation, and cannot substitute DLTA funds for which other state resources are available.

VIII. Solicitation of Technical Assistance Requests:

- a. In soliciting technical assistance requests from communities, RPAs should encourage cities and towns to submit projects to achieve Community Compact best practices (see Executive Order #554) that are within the expertise of said RPA.
- b. The RPA shall issue a minimum of 2 solicitations for DLTA projects to member communities within 6 months of execution of this Agreement, unless such requirement shall be waived by DHCD.
- c. The RPA may use various approaches to inform municipalities of the availability of DLTA funds. Each solicitation shall prominently reference the priority uses of the DLTA funds as described in this contract, shall contain the project/selection activity criteria, and shall explain the process for municipalities or groups of municipalities to propose a project/activity. At least 2 notices shall be delivered by U.S. Mail to the Chief Executive Officer of the RPA's member municipalities, and the RPA representative for each member city and town. Further, the RPAs may post information on the RPA's web site, include an announcement in electronic or hard copy newsletters, hold information sessions, make presentations at RPA membership meetings, and/or make presentations at the request of one or more municipalities in the region. DHCD shall receive prior written notice of any presentations made relating to DLTA at any RPA membership meeting(s), including, but not limited to, presentations to subgroups of the RPA's membership.
- d. Unless the RPA has allocated all of its funds as a result of the first solicitation, a second solicitation shall occur as the RPA shall determine, provided, however, that it takes place within 4 months of the initial solicitation. The RPA shall note in its first quarterly report if all funds have been allocated to project proposals received, making a second solicitation unnecessary.
- e. DHCD shall provide to the RPA a specific response regarding redirection of any amount of its allocation remaining for other uses as allowed by MGL, c. 29, s. 2XXX.

IX. Criteria for Project/Activity Selection:

The RPA shall develop criteria for project selection that are consistent with achieving the objectives of the priority funding areas identified in this contract. Factors in determining such criteria may include, but are not limited to, the following: opportunities for collaboration and/or resource sharing; the nature of the impact to be realized as a result of the project (e.g., bylaw adopted, joint procurement solicitation prepared, agreement signed); potential as model for other municipalities/regions; and responsiveness to priority uses for funds as identified herein.

The RPA shall submit its project/activity selection criteria to DHCD by January 15, 2019.

The RPA may contact DHCD to discuss potential project proposals and how they would meet the priority funding purposes.

X. Expected Products/Deliverables:

Each project undertaken shall identify the expected product, e.g.:

- Proposed or adopted bylaw or ordinance;
- Proposed or adopted regional agreement or memorandum of understanding;
- Proposed or adopted permitting procedures;
- Specifications for collective purchasing/procurement;
- Report/analysis with recommendations for local/regional next steps; and
- Report of presentations/workshops/forums held to introduce project findings/results.

In addition, supplementary informational materials, lists and descriptions of materials posted on municipal and/or regional planning agency web sites developed through this contract and publications developed and distributed through one or more project activities shall be referenced in quarterly reports and included in other reports as described in **Section V.** above.

Community Compact Best Practice Areas

Note: DLT A funds shall not be used for any activities related to assertion of the General Land Area Minimum (GLAM) (1.5% of total land area) safe harbor under 760 CMR 56.03 (b) (Chapter 40B).

Age and Dementia Friendly Best Practices

Age-friendly communities are livable for residents of all ages, inclusive of older adults and those living with dementia. Age-friendly communities strive to be equitable and accessible with walkable streets, housing and transportation options, access to services, and opportunities for residents to participate in community activities.

Best Practice: Convene leaders of municipal departments, businesses, local citizen groups, regional planning agencies, and private and non-profit organizations to align interests with a goal of creating an ongoing process of community assessment, action planning and implementation, and prioritize age and dementia-friendly efforts. Create process to support, acknowledge and reward local businesses and non-profit entities that work to become age and/or dementia friendly.

Best Practice: Utilize data for a baseline assessment and recommendations, including Massachusetts Healthy Aging Collaborative (MHAC) Community Profiles or World Health Organization (WHO) Checklist of Essential Features.

Best Practice: Conduct a comprehensive baseline assessment utilizing an indicators analysis and community survey. The assessment will inform action planning and implementation phases.

Best Practice: Conduct a baseline assessment of dementia friendly practices using National Alzheimer's and Dementia Resource Center dementia-capability tool or similar nationally recognized assessment tool or process.

Best Practice: Create maps from the research conducted through the baseline analysis, illustrating the geographic properties of the indicators. These indicators may include, but are not limited to: housing, mobility, food distribution, dementia-friendly services; indicators unique to the community.

Best Practice: Review municipal policies and regulations with a goal of promoting "aging in all policies."

Best Practice: Engage in a community-wide conversation about attitudes toward aging and dementia and language related to aging to raise public awareness that aging is an asset and that individuals living with dementia can make meaningful contributions to community life.

Best Practice: Create an online database with local information and resources of programs, services, discount programs and benefits for older adults and their caregivers.

Best Practice: Develop policies and services to improve elder economic security and help people age in community, such as: property tax deferral program, property tax work-off program, handy man programs, energy assistance, transportation for non-drivers, designation of age-friendly employers, etc.

Education Best Practices

Best Practice: Focus on college and career planning, in collaboration with regional workforce organizations (e.g., MassHire Career Centers), beginning in middle school and continuing through high school.

Best Practice: Implement collaborative arrangements among regional vocational technical schools, comprehensive high schools, and community colleges to maximize opportunities for high school students and adults to access specialized vocational education programs.

Best Practice: Create opportunities for municipal governments to collaborate with high schools and colleges to provide students with internship experiences aligned to their courses of study, especially in STEM-related departments (i.e., IT, engineering department, accounting, etc.).

Best Practice: Improve the alignment and integration of YouthWorks and Connecting Activities programs for local high school students pursuing summer jobs and paid internships.

Best Practice: Strengthen partnerships between public safety, social services, healthcare providers, and local public and private schools to establish systems and protocols for assessing and identifying children and young adults who present risks to themselves or to others, in order to ensure effective and pro-active responses that can prevent violence and provide timely supports to individuals in need.

Energy and Environment Best Practices

Greenhouse Gas Reduction

Best Practice: Plan Ahead to mitigate climate change by establishing goals, creating an action plan, assigning responsibility, and tracking progress

Best Practice: Use Renewable Energy instead of fossil fuels by generating or purchasing clean power and by zoning for renewable power generation

Best Practice: Increase Energy Efficiency in order to reduce power consumption, fuel costs, and GHG emissions

Best Practice: Promote Zero or Low Carbon Transportation to reduce municipal transportation emissions & those from people living/working in the community

Best Practice: Encourage Sustainable Development to reduce, through higher density & mixed-use, the number distance of car trips & resulting GHG emissions

Best Practice: Protect and Manage Natural Resources to reduce carbon emissions from loss of natural land cover and to encourage carbon sequestration

Best Practice: Reduce Municipal Solid Waste and Increase Recycling in order to reduce GHG emissions associated with solid waste disposal

Climate Change Adaptation and Resilience

Best Practice: Complete a Climate Vulnerability Assessment and Adaptation Plan through the Municipal Vulnerability Preparedness (MVP) Program to assess local risks from climate change and identify potential actions to enhance community resiliency

Best Practice: Use Municipal Vulnerability Action Grant or Other Funding to Implement Adaptation Actions that utilize nature-based solutions & engage Environmental Justice communities.

Best Practice: Engage & Protect Vulnerable Populations in adaptation planning & action to decrease risk to those who are more susceptible to climate change effects

Best Practice: Mainstream Climate Resilience into Capital Planning & Budgeting to ensure investments decrease risk & enhance resilience to a changing climate

Best Practice: Integrate Climate Adaptation into Land Use and Environmental Regulation to minimize future risk & costs for new and redevelopment

Energy Efficiency and Renewable Energy

Best Practice: Become a Green Community pursuant to M.G.L. c. 25A §10 to realize the energy & environmental benefits

Best Practice: Construct Zero Energy Buildings (or communities) to eliminate GHG emissions, reduce cost, & enhance resiliency

Best Practice: Provide Electric Vehicle Infrastructure to facilitate the purchase & use of electric vehicles

Best Practice: Become a Solarize Mass or Solarize Mass Plus Community in order to help achieve renewable energy use & GHG reduction goals

Sustainable Development and Land Protection

Best Practice: Complete a Master or Open Space & Recreation Plan to guide land conservation & development decisions including zoning & land acquisition

Best Practice: Zone for Natural Resource Protection, Transfer of Development Rights, Traditional Neighborhood, or Transit Oriented Development

Best Practice: Invest in Land Conservation or Park Creation/Restoration via Community Preservation Act or other funds to protect land & provide outdoor recreation

Best Practice: Plant Trees or Adopt a Tree Retention Bylaw/Ordinance to preserve and enhance tree cover

Water Resource Management

Best Practice: Require Localized Flood Protection Best Practices, including Stormwater Management Measures to increase recharge, manage water movement, reduce pollution, and control flooding to protect lives, public safety, infrastructure, the environment, & critical assets.

Best Practice: Protect Public Water Sources in order to reduce potential threats to water quality and the public health of system customers; establish and maintain emergency connections with other municipal or regional systems.

Best Practice: Manage Water and Wastewater Assets for timely maintenance and rehabilitation, to lower energy use, and to reduce Infiltration and Inflow to minimize unintended storm and waste water in the system

Best Practice: Implement Water Conservation Measures to ensure long-term water resource sustainability, enable growth, & avoid new source development.

Best Practice: Utilize Advanced Financing Tools such as an enterprise fund, stormwater utility, full cost pricing, or water bank for water/waste/storm water systems

Waste Management

Best Practice: Enhance Waste Ban Compliance so that recyclable and hazardous materials are diverted from the waste stream and reused or recycled

Best Practice: Develop Waste Contracts that are fiscally, environmentally, and otherwise beneficial to the community

Best Practice: Adopt Pay-As-You-Throw so that residents have an incentive to reduce trash disposal and save money

Best Practice: Increase the Recycling Rate through regulatory improvements, service expansion, and other means in order to reduce waste and disposal costs

Best Practice: Enhance Education via Recycle Smart MA, the Recycling IQ Kit, etc. so residents throw away less, recycle more, & follow smart waste practices

Site Cleanup

Best Practice: Complete a Brownfields Inventory so that the community is aware of all abandoned & underutilized properties & can develop plan of action

Best Practice: Conduct Site Assessments to determine the nature and extent of contamination and develop a plan of action

Best Practice: Clean Sites to prevent further releases or the spreading of contaminants and to bring sites back into productive use

Best Practice: Facilitate Site Cleanup and Reuse to encourage assessment, cleanup, & reuse of privately held sites offer tax incentives or update regulation

Agriculture

Best Practice: Adopt a Right to Farm By-law/Ordinance to clearly indicate that agriculture is a local priority and to minimize abutter conflicts

Best Practice: Establish an Agricultural Commission to advocate for local farms, administer a right to farm bylaw, & otherwise represent agricultural interests

Best Practice: Support Sustainable Forestry to help the forest economy in rural areas, improve forest habitats, and assist in the conservation of forest land

Best Practice: Support Local Agriculture including Urban Agriculture, Aquaculture, Floriculture, & Horticulture, via marketing, food sourcing, & Farmers Markets to help local businesses and increase awareness of and access to fresh agricultural products

Financial Management Best Practices

Best Practice: Establish a Budget document that details all revenues and expenditures, provides a narrative describing priorities and challenges, and offers clear and transparent communication of financial policies to residents and businesses.

Best Practice: Develop, document and implement Financial Policies and Practices including reserve levels, capital financing, and use of Free Cash. Such policies should identify the responsible parties and procedural steps necessary to carrying out the directed strategy or action.

Best Practice: Develop and utilize a Long-range Planning/Forecasting Model that assesses both short-term and long-term financial implications of current and proposed policies, programs and assumptions over a multi-year period.

Best Practice: Prepare a Capital Improvement Plan that reflects a community's needs, is reviewed and updated annually, and fits within a financing plan that reflects the community's ability to pay.

Best Practice: Review and evaluate Financial Management Structure to ensure that the structure and reporting relationships of the community's finance offices support accountability and a cohesive financial team process.

Best Practice: Utilize Financial Trend Monitoring, modeled after the ICMA's Financial Trend Monitoring System (FTMS).

Housing and Economic Development Best Practices

Preparing for Success

Best Practice: Create an Economic Development Plan that engages diverse stakeholders, leverages local and regional economic strengths and assets, encourages innovation and entrepreneurship, and/or promotes workforce development planning and implementation.

Best Practice: Align Land Use Regulations, especially zoning, capital investments, and other municipal actions with Housing Development, Economic Development, Master, Land Use Priority or other plans for future growth. Promote development and reuse of previously developed sites.

Best Practice: Create and Distribute an Economic Development Guide/Manual to not only promote development goals and priorities, but also specifically and clearly outlines the community's policies and procedures related to zoning and permitting.

Best Practice: Create Opportunities for Engaging Diverse Stakeholders in economic development efforts, such as to assist with identification of priority development projects, improve local permitting processes, and proactively address obstacles to housing accessibility and affordability as well as job creation.

Best Practice: Create Cross-Sector Partnerships to help carry out community-driven responses to community-defined issues and opportunities for economic development.

Best Practice: Create a District Management Entity that engages public/private stakeholders to develop and support downtown revitalization efforts.

Best Practice: Adopt as-of-Right Zoning and/or Streamlined Permitting to promote development in priority districts.

Best Practice: Adopt Zoning for Mixed-Use Development, including Transit Oriented Development, where appropriate.

Best Practice: Adopt Chapter 40R Smart Growth zoning to facilitate the creation of dense residential or mixed-use smart growth zoning districts, including a high percentage of affordable housing units, to be located near transit stations, in areas of concentrated development such as existing city and town centers, and in other highly suitable locations.

Competitiveness

Best Practice: Engage in an Economic Development Self-Assessment exercise to identify strengths, weaknesses, and areas of opportunity.

Best Practice: Establish and Utilize Performance Data to evaluate the competitiveness of the community, conduct year to year comparisons, and measure performance against comparable communities.

Best Practice: Create a Public Dashboard to benchmark, monitor, and communicate to the public regarding various housing and economic development performance measures.

Housing

Best Practice: Create a Housing Production Plan (HPP) that accounts for changing demographics, including young families, changing workforce, and an aging population.

Best Practice: Amend Zoning By-Laws to allow for increased density and housing opportunities in a manner that is consistent with neighborhood character and supportive of aging in community.

Best Practice: Develop Sector Strategies and Plans in collaboration with various providers and stakeholders to address homelessness for specific high need population groups, such as homeless youth, veterans, older adults, and/or families.

Best Practice: Complete an Assessment of Fair Housing Report, including strategic goals in alignment with HUD's new rules to affirmatively further fair housing. Using HUD data, local data and knowledge, a significant community participation process, and the assessment tool provided by HUD, the community will prepare, complete, and submit its AFH to HUD.

Urban Renewal Planning

Best Practice: Determine need and appropriateness of establishing an Urban Renewal Entity in accordance with MGL chapter 121B. If prepared to proceed, develop action plan and timeline for the creation of the urban renewal entity.

Best Practice: Prepare an Urban Renewal Plan Application in accordance with MGL chapter 121B in partnership with the urban renewal entity.

Human Resources Best Practices

Best Practice: Cost-Out Collective Bargaining proposals so that the impact of the total package is known. This provides the municipality with a clear understanding of both short-term and long-term budgetary impacts.

Best Practice: Develop a Workplace Safety program so that the risk of on-the-job injuries is minimized.

Best Practice: Develop a formal Wage and Classification Plan that details, at a minimum, job descriptions, employee grades, and salary ranges, thereby providing the municipality with a tool to make pay decisions that are reasonable in comparison to similar work being carried out in all areas of city/town government.

Best Practice: Develop Employee Policies and Procedures for things such as discrimination, sexual harassment, information technology use, drug and alcohol, use of social media, and town-owned vehicles.

Best Practice: Manage employee benefit costs such as health insurance, dental insurance, unemployment insurance, and worker's compensation/111F; includes eligibility review and evaluation of insurance choices.

Best Practice: Prepare a Succession Plan to help address the pending wave of retirements that will challenge a municipality's ability to maintain service levels and utilize expertise and experience of mature workers through consulting or mentorship programs.

Best Practice: Explore Centralized Human Resources/Personnel Operations to improve service delivery and build efficiencies.

Information Technology Best Practices

Best Practice: Perform a general IT assessment that results in a written evaluation and best practice recommendations. At a minimum, the assessment should include a review of hardware infrastructure, networking, backup, email and user account management.

Best Practice: Perform a cyber security assessment to identify human and technology risks within the environment, analyze and identify gaps in existing cyber security processes, assess vulnerability to external attack and identify steps to remediate identified issues.

Best Practice: Review technology organizational structure, spending and business goals across the community and develop a strategy to prioritize technology investments.

Best Practice: Design a regional shared IT services program to maximize technology resources across communities and/or school districts.

Best Practice: Develop IT resiliency, recovery and contingency plans that are aligned with community realities and position the community to effectively manage unforeseen events.

Best Practice: Develop a plan to improve digital communications with the public, including content structure on the website, practices around content creation and ownership and social media.

Best Practice: Evaluate open checkbook and/or open budget technologies that are easily consumed by the public, promote transparency, and allow data to be downloaded in a machine-readable format.

Best Practice: Identify a business process that is inefficient and not meeting the expectations of key stakeholders, perform an analysis, and develop a plan to better meet the needs of stakeholders and more effectively leverage technology.

Best Practice: Develop a document and/or records management strategy that results in operational efficiencies and improved responsiveness to the public.

Public Accessibility Best Practices

Best Practice: Undertake an Americans with Disabilities Act (ADA) Self-Evaluation and Develop a Transition Plan to comply with Federal civil rights laws that require public buildings to be accessible to persons with disabilities.

Best Practice: Strive for the Universal Participation (UP) designation from the Mass Cultural Council by encouraging and supporting arts and cultural facilities and events in the community.

Public Health Best Practices

Best Practice: Community Coalitions are a way to become a Prevention Prepared Community. Utilize SAMHSA's Strategic Prevention Framework (SPF) Model as a comprehensive guide to plan, implement, and evaluate prevention practices and programs to address substance use and other community issues. There are multiple SPF strategies communities can implement, which can be reviewed with staff from the Bureau of Substance Addiction Services.

Best Practice: Assess where in the municipality overdoses occur and develop environmental solutions and improve monitoring of hotspots. Place signage in areas where overdoses occur (such as public bathrooms) to promote carrying naloxone and calling for help.

Best Practice: Equip all first responders with naloxone and appropriate medical supplies and ensure all first responder personnel are trained to recognize and respond to an overdose.

Best Practice: Use SAMHSA's Strategic Prevention Framework (SPF) to ensure a consistent data-driven planning process across the community focused on implementing culturally competent and sustainable strategies and interventions that will have a measurable effect on preventing and reducing opioid abuse and opioid overdoses.

Best Practice: Assess opportunities with other municipalities for shared public health services. Examples include infectious disease surveillance and follow-up, retail food establishment inspections, and recreational camp inspections.

Best Practice: Convene local and state health and enforcement officials to develop a standardized response protocol, by region, for animal hoarding. Establish a single point of contact for case responders to report concerns about an individual hoarder or their family. The contact will then seek follow-up by the appropriate service agency, including but not limited to the: Department of Mental Health, Department of Children and Families, Executive Office of Elder Affairs, Disabled Persons Protection Commission, and the Department of Veteran's Services.

Best Practice: Healthy Community Design focuses on changing policies and practices to create conditions for people to eat better and move more where they live, learn, work, and play. Conduct a Built Environment Regulatory Review (BERR), a point-in-time evaluation of existing municipal policies/plans/regulations. The review will provide a baseline from which to prioritize strategies to promote walking and biking. This best practice can be combined with several other best practices that relate to municipal zoning and land-use.

Best Practice: Conduct a Community Food Assessment (CFAs), an evaluation of the food system within a single neighborhood/municipality/region that defines needs and assets to improve access to healthy foods. The evaluation may lead to a Community Food Plan that identifies priority actions (i.e., addition of food retail into a town's economic development plan). This best practice can be combined with several other best practices that relate to municipal zoning and land-use.

Best Practice: Implement and enforce evidence-based tobacco control strategies at the point of sale to reduce youth initiation of tobacco use.

Best Practice: Climate Change Adaptability Planning. Data collection, strategy development and planning at the local level are critical to the overall preparedness and long-term resilience to the effects of climate change. Develop a report that identifies: the range of climate impacts, associated potential health outcomes, vulnerable populations, the additional burden of health outcomes due to Climate Change, and the most suitable health interventions. Use the CDC's BRACE framework to develop and implement a plan that introduces health system program changes.

Best Practice: Develop foodborne illness outbreak protocols and assess capacity to enforce regulations that evaluate food systems.

Best Practice: Identify risk areas for housing sanitation inspection and enforcement and assess capacity to enforce minimum housing standards.

Best Practice: Assess capacity to ensure all housing inspections include lead hazard identification and that lead inspections are conducted when requested by families with small children.

Best Practice: Local boards of health (LBOH) can take a leadership role to advance health equity by: 1) building internal infrastructure, 2) working across government; 3) fostering community partnerships, and 4) championing transformative change. LBOH should adapt strategic practices to advance health equity in local health both internally within their departments and externally with communities and other government agencies. DPH Office of Local and Regional Health and Office of Health Equity staff are available to answer questions and connect LBOH with resources.

Best Practice: Implement the National CLAS Standards within local public health *to help advance and sustain culturally and linguistically appropriate services* by establishing a framework to serve the increasingly diverse communities.

Best Practice: Conduct assessments to ensure people with disabilities have access to facilities, goods, and services.

Best Practice: Disaggregate data by race/ethnicity, income status, sexual orientation/gender identity and expression, and other key demographic factors to identify and address health inequities.

Public Safety Best Practices

Best Practice: Conduct Active Shooter Preparedness and Response Training in collaboration with the Massachusetts State Police Tactical Operations (STOP) Team, onsite with local law enforcement.

Best Practice: Establish an Emergency Preparedness Plan in partnership with the Massachusetts Emergency Management Agency (MEMA) to develop and enhance a community's disaster and emergency response capabilities.

Best Practice: Establish Hazardous Material Response Protocols in conjunction with Regional Hazardous Materials Response Teams under the Department of Fire Services, to enable cities and towns to protect their citizens, the environment, and property during incidents involving a release or potential release of hazardous materials.

Best Practice: Hold In-service Training Programs for Municipal Police to better prepare local police officers and first responders for incidents involving domestic violence, mental health disorders, and substance abuse.

Best Practice: Convene an opioid task force, consisting of key stakeholders, to identify, implement, coordinate and improve strategies around the prevention, intervention, treatment and recovery of substance use disorders.

Best Practice: Adopt Standardized Tools for Domestic Violence Cases by partnering law enforcement with local domestic violence organizations to adopt a best practice policy on training and implementation of standardized, evidence informed danger and strangulation tools. Municipalities are encouraged to apply individually or as a collective.

Best Practice: Establish a Triad program (a partnership of three organizations—law enforcement, older adults, and community groups). This group maintains an ongoing schedule of community education to combat fraud and elder abuse involving the Attorney General’s Office, Office of Consumer Affairs and Business Regulation, District Attorneys, and other state agencies, as appropriate.

Best Practice: Collaborate with the Executive Office of Public Safety and Security and Municipal Police Training Council in specialized training to establish best practices and methods for combatting hate crimes and supporting those of our citizens who have fallen victim to a hate crime.”

Regionalization/Shared Services Best Practices

Best Practice: Regionalize services and share resources among municipalities for efficient and effective service delivery to residents and taxpayers in this era of shrinking budgets, loss of seasoned employees to retirement, and increased need for service improvements.

Transportation / Public Works Best Practices

Citizen Safety

Best Practice: Develop a Safe and Mobile Older Drivers plan for the aging of the population by proactively addressing older driver issues, including education for older road users, infrastructure improvements, and transportation options.

Best Practice: Enhance citizen safety by establishing community-based programs to increase pedestrian, automobile and motorcycle safety. The community will demonstrate participation in the Commonwealth’s Office of Public Safety and Security’s trainings and conferences as well as the dissemination of public safety information to citizens.

Best Practice: Ensure Safe Infrastructure so as to provide a safer environment for all users and modes by implementing traffic engineering enhancements. The municipality will demonstrate regular and routine improvements on locally-funded roads, such as cutting back vegetation at intersections where it is known to interfere with sight distance, clearing brush that obscures traffic signage, renewing or installing

pavement markings, conducting nighttime surveys to check visibility and retro reflectivity, implementing traffic calming measures at known high crash locations.

Best Practice: Establish a sidewalk snow-and-ice removal program for locally-owned sidewalks, with an emphasis on areas serving the most vulnerable users (childcare centers, schools, senior centers, libraries, hospitals, parks).

Active Transportation

Best Practice: Implement the Complete Streets Program by becoming certified through MassDOT and demonstrate the regular and routine inclusion of complete streets design elements and infrastructure on locally-funded roads.

Best Practice: Utilize Transit-Oriented Development (TOD) fundamentals to create zoning around transit centers that maximizes bike, pedestrian, and transit use and which allows for lower levels of required parking and mixed use to put needed amenities near population centers.

Best Practice: Develop a Safe Routes to School program that also includes student education on pedestrian safety.

Best Practice: Use the MassDOT-issued Municipal Resources Guides for bicycling and walking to plan for and implement better facilities for bicyclists and pedestrians, with an emphasis on creating networks and connections among key destinations (job centers, retail centers, public transit, schools, major residential areas).

Best Practice: Collaborate with Regional Transit Authorities, local employers, and other institutions to support sustainable commuting by providing incentives for bicycling and walking and transit use; facilities to support safe travel without a private automobile; shuttles and other similar transportation services where appropriate.

Best Practice: Collaborate with Regional Transit Authorities to improve local transit outcomes by measuring and managing to outcomes for riders, including overall ridership, ridership among low-income and transit-dependent customers, met and un-met demand for transit service, and connections made to major activity centers.

Best Practice: Establish a program for piloting new forms of micromobility (scooters, bike share, etc.), including collaborating with micromobility providers, measuring performance and usage, developing lessons learned, surveying users, and assessing contributions to overall local mobility.

Training

Best Practice: Participate in the Bay State Roads, which provides on-going training and helps municipalities share ideas and information with other communities about state of the art planning, design, and operational information for city and town public works managers.

Asset and Infrastructure Management

Best Practice: Inventory and Geo-Code all public works assets so that a database of every public works asset is created, geocoded and condition rated, which is used to inform capital planning, as well as emergency repair.

Best Practice: Develop a Pavement Condition Index that rates street condition for the municipality.

Best Practice: Develop a Multi-Year Vehicle Maintenance and Replacement Plan for their municipal vehicle fleet.

Best Practice: Develop a Bridge / Culvert Preventative Maintenance plan to help prolong the life of these critical transportation assets.

Housing Choice Best Practices

Note: DLTA funds shall not be used for any activities related to assertion of the General Land Area Minimum (GLAM) (1.5% of total land area) safe harbor under 760 CMR 56.03 (b) (Chapter 40B).

Best Practices that support affordable housing are marked with an *

1. Have at least one zoning district that allows multifamily by right with capacity to add units and that allows for family housing (does not restrict units with more than 2 bedrooms)
2. * Designated local resources for housing such as established an Affordable Housing Trust, donated land, or spent substantial Community Preservation Act (CPA) funds for community housing over the last 5 years
3. * Have an approved 40R Smart Growth or Starter Homes district
4. Reduced parking requirement for Multi-Family units within the last 5 years, or require no more than 1 parking space per unit for multifamily units
5. Have zoning that allows for accessory dwelling units by right (or can demonstrate a pattern of approving ADUs over the last 5 years)
6. *Have Inclusionary Zoning that provides for reasonable density increases so that housing is not unreasonable precluded
7. * Have units currently eligible for inclusion in the Subsidized Housing Inventory (SHI) that equal or exceed 10% of total year round housing stock according to the DHCD subsidized housing inventory
8. Have zoning that allows mixed use or cluster / Open Space Residential development by right (or can demonstrate a pattern of approving such developments over the last 5 years)
9. * Participate in the Housing Development Incentive Program, have adopted an Urban Center Housing Tax Increment Financing district, approved District Improvement Financing (DIF) related to housing, have adopted an Urban Renewal Plan that includes a significant Housing element, or have adopted property tax relief programs either as provided for by statute (MGL c. 59 section 5) or through a home rule petition
10. Selected a housing best practice as part of a Community Compact
11. * Have a CERTIFIED Housing Production Plan which means that you have an DHCD approved Housing Production Plan and have subsequently seen an increase of 0.5% or 1% in your year round housing units (see <https://www.mass.gov/service-details/chapter-40-b-housing-production-plan> for more information)

www.mass.gov/housingchoice

BUDGET

DLTA ALLOCATION	10% MATCH
\$192,999	\$19,300

(\$3 million allocation formula described in M.G.L, c. 29, s. 2XXX)

AGENDA ITEM 9c

Authorizing the execution of a contract with Aquacultural Research Center (ARC), to provide Quahog Seed 2mm to 3mm (R-1.5) to be delivered no later than June 15, 2020, at a price of \$12.00 per thousand; and Oyster Seed – 3 mm to 4mm (R-2) to be delivered no later than June 22, 2020, at a price of \$12.75 per thousand; to the towns in the County

Contract for Services
Terms and Conditions

Barnstable County
3195 Main Street
Barnstable, MA 02630

And

Aquacultural Research Corporation
99 Chapin Beach Road
Dennis, MA 02638

THIS AGREEMENT is made this 13th day of December , 20 19 by and between Aquacultural Research Corporation (ARC) (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. Contractor hereby agrees to hold the County harmless from any claims regarding worker's compensation benefits, unemployment compensation benefits, retirement benefits, or any other benefit normally attributable to the status of "employee" and Contractor specifically agrees to pay for all damages incurred by the County, including costs, benefits, and reasonable attorney fees in the event the Contractor files such claim.

2. **Scope of Services.** The contractor shall perform the scope of services set forth in Attachment A – Scope of Services consisting of one (1) page

3. **Contract Amendments.** The following amendments to the Contract have been executed by duly authorized representatives of the Parties and are attached hereto and incorporated herein:

4. **Time of Performance.**

Start Date: 12/18/2019 **End Date:** 6/22/2020

5. **Responsible County Official:** The County Official and Department exercising managerial and budgetary control for this Contract shall be: **Mike Maguire, Director of Cooperative Extension**

6. **Payment:**

- A. The County shall compensate the Contractor for the services rendered at the rate of **\$ 12.00 per thousand of Quahog seed & \$ 12.75 per thousand of Oyster Seed – 3mm to 4mm (R-2)** (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 \$.
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 \$.
 - OTHER Expenses shall be limited to: \$
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: **\$161,000.00**

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 services were performed. Contractors shall submit invoices within sixty (60) days of completing the work.

7. 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.

8. 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.

9. 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 and the Contractor, shall be incorporated in written amendments to this Contract.

10. Non-Discrimination in Employment and Affirmative Action. The Contractor shall take affirmative action to ensure that qualified applicants and employees are treated without regard to age, race, color, religion,

sex, marital status, sexual orientation, national origin, disability, or Vietnam Era Veteran status. The Contractor agrees to comply with all applicable Federal and State statutes, rules and regulations prohibiting discrimination in employment including but not limited to: Title VII of the Civil Rights Act of 1964, as amended; Massachusetts General Laws Chapter 1518§(1); the Americans with Disabilities Act of 1990; and all relevant administrative orders and executive orders including Executive Order 11246.

11. **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 County. No subcontract or delegation shall relieve or discharge the Contractor from any obligation or liability under this Contract except as specifically set forth in the instrument of approval. If this Contract is funded in whole or in part with federal funds, Contractor further agrees to comply with the provisions of the Office of Management and Budget Circular A-110, as amended, with respect to taking affirmative steps to utilize the services of small and minority firms, women's business enterprises and labor surplus area firms. All subcontracts shall be in writing and shall contain provisions which are functionally identical to, and consistent with, the provisions of this Contract. The County shall have the right to obtain a copy of the subcontract upon request.

12. **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.

13. **Conflict of Interest.** Contractor acknowledges that it may be subject to the Massachusetts Conflict of Interest statute, Mass. Gen. Laws ch. 268A, and to that extent, Contractor agrees to comply with all requirements of the statute in the performance of this Contract.

14. **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.

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

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

17. **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.

18. **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.

19. **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.

20. **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 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.

21. **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.

22. **Compliance with Laws.** The Contractor shall promptly comply with all applicable laws, rules, regulations, ordinances, orders and requirements of the Commonwealth and any state or federal governmental authority relating to the delivery of the services described in this Contract subject to section 18 above. Unless otherwise provided by law, the Contractor shall promptly pay all fines, penalties and damages that may arise out of or are imposed because of the Contractor's failure to comply with the provisions of this section and, shall indemnify the County against any liability incurred as a result of a violation of this section. If the Contractor receives federal funds pursuant to this Contract, Contractor understands and agrees to comply with all requirements outlined in the Office of Management & Budget Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards (2 CFR Part 200 subpart A-F)

23. **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.

24. **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.

25. **Waiver of Liability.** The Contractor hereby covenants and agrees to waive any and all claims against Barnstable County and release Barnstable County from any liability arising out of the Scope of Services.

IN WITNESS WHEREOF, the County and Contractor have executed this Agreement this _____ day of _____ in the year Two Thousand and _____.

FOR THE COUNTY:

County Commissioners:

Ronald Bergstrom, Chair

Mary Pat Flynn, Vice-Chair

Ronald R. Beaty, Commissioner

Date

FOR THE CONTRACTOR:

DocuSigned by:
Richard C. Sawyer
A1685ACB97F646C...

12/16/2019 | 5:55 PM EST

Date

Attachment A
Scope of Services

Seed must be delivered no later than the date listed for each category. **Seed not delivered by date listed for the category will be subject to a 5% decrease in price per week it is late.**

Deliveries will be made to the offices of Cape Cod Extension, or to a location agreed upon by the Extension office. Seven (7) days notification is required prior to receiving a shipment of seed. Seed will then be distributed to the towns, in an equitable manner developed by the Division of Marine Fisheries, the County, and by request of the town. ***Some towns may have an interest in receiving earlier seed deliveries so the Contractor may deliver the seed in multiple shipments if agreed upon with the Extension office in coordination with the towns.***

Quahog Seed \$12.00 per thousand

2mm to 3mm in length (R-1.5, retained on a 1.5mm screen)

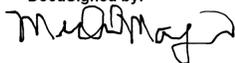
To be delivered no later than June 15, 2020. Actual amounts of seed to be purchased will be determined by bid price and available funds, though in recent years quahog seed purchases have been in the 5-10 million seed range.

Oyster Seed – 3 mm to 4mm (R-2) \$12.75 per thousand

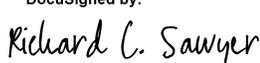
Size - 3mm to 4mm in length (R-2, retained on 2mm screen).

To be delivered no later than June 22, 2020. Actual amounts of seed to be purchased will be determined by bid price and available funds, though it is expected from previous years purchases the total amount will be in the 500k to 1 million seed range.

Barnstable County: Cooperative Extension

DocuSigned by:

F2EA7909E9F7406...

Aquacultural Research Center (ARC)

DocuSigned by:

A1685ACB97F646C...

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 fourth day of December, A.D. 2019, motion by Commissioner Beaty to approve Item 8a through Item 8i as listed on the revised agenda for the Barnstable County Board of Regional Commissioners' Regular Meeting of December 4, 2019, as presented, 2nd by Commissioner Flynn, approved 3-0-0

- a. Authorizing the creation of the full-time position of Administrative Assistant, fully funded by a special revenue fund, in the Health & Environment Department, Divisions of Innovative/Alternative Septic System Tracking Program, and the Massachusetts Alternative Septic System Test Center (MASSTC), as recommended by the County Review Committee
- b. Authorizing the execution of an application, for a grant from the United States Department of Justice, through Massachusetts Office for Victim Assistance to the Children's Cove, for staff funding, for a period from July 1, 2020 through June 30, 2022
- c. Authorizing the execution of an agreement, for a grant from the Massachusetts Department of Agricultural Resources (MDAR) to the Cape Cod Cooperative Extension, in the amount of \$72,974.24, to promote Buy Fresh Buy Local efforts through marketing, education, engagement and demonstration, for a period through June 30, 2020
- d. Authorizing the execution of an amendment to an agreement, for a grant from the Massachusetts Executive Office of Health & Human Services to the County Human Services Department, executed December 5, 2018, to fund the Homeless Youth Program, for a period through June 30, 2020, to add an additional \$130,000.00 of funding for Fiscal Year 2020, bringing the total agreement amount to \$595,682.00
- e. Authorizing the award of a contract to Aquacultural Research Center (ARC), to provide Quahog Seed 2mm to 3mm (R-1.5) to be delivered no later than June 15, 2020, at a price of \$12.00 per thousand; and Oyster Seed – 3 mm to 4mm (R-2) to be delivered no later than June 22, 2020, at a price of \$12.75 per thousand; and Cape Cod Oyster, to provide Oyster Seed – 12mm (R-8) to be delivered no later than June 15, 2020, at a price of \$41.00 per thousand; to the towns in the County, for a period through June 30, 2020
- f. Authorizing the award of a contract to Pierce-Coté Advertising/Grouper Marketing & Creative, for marketing consulting services to the County Department of Human Services for a substance use and addiction public health education campaign, for a period through June 30, 2020, with two (2) additional, one-year options to renew

- g. Authorizing the execution of a contract with Pierce-Cotè Advertising/Grouper Marketing & Creative, for marketing consulting services to the County Department of Human Services for a substance use and addiction public health education campaign, for a period through June 30, 2020, with two (2) additional, one-year options to renew
- h. Authorizing the rejection of all bids received for an Invitation for Bid #7889, for the regional oyster remote set program for the participating towns of the County
- i. Authorizing the execution of Certificates for Dissolving Septic Betterments

Ronald Bergstrom, Chair: Y

Mary Pat Flynn, Vice-Chair: Y

Ronald R. Beaty, Commissioner: Y

A true copy, Attest, December 4, 2019


Janice O'Connell
Barnstable County Regional Clerk

**COUNTY OF BARNSTABLE
PURCHASING
DEPARTMENT OF FINANCE**

Jennifer Frates
Chief Procurement Officer

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

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

November 20, 2019

MEMORANDUM

TO: County Commissioners
FROM: Jennifer Frates, Chief Procurement Officer
RE: Notice of Bid Award - #7890 – Shellfish Seed Supplier

Barnstable County issued an Invitation for Bid (#7890) on behalf of Cooperative Extension for sealed bids from approved hatcheries to supply shellfish seed to the towns in the County for Summer, 2020.

Two responsive bids were received from Cape Cod Oyster and Aquacultural Research Center (ARC). Please vote to award the contracts based on the low price for each item as follows:

Cape Cod Oyster

- Oyster Seed – 12mm (R-8) to be delivered no later than June 15, 2020 at a price of \$41.00 per thousand

Aquacultural Research Center (ARC)

- Quahog Seed 2mm to 3mm (R-1.5) too be delivered no later than June 15, 2020 at a price of \$12.00 per thousand.
- Oyster Seed – 3 mm to 4mm (R-2) to be delivered no later than June 22, 2020 at a price of \$12.75 per thousand.

Thank you.

AGENDA ITEM 9d

Authorizing the execution of a contract with Cape Cod Oyster, to provide Oyster Seed – 12mm (R-8) to be delivered no later than June 15, 2020, at a price of \$41.00 per thousand to the towns in the County

Bid# 7890
Contract# 230-20-7890B

Contract for Services
Terms and Conditions

Barnstable County
3195 Main Street
Barnstable, MA 02630

And

Cape Cod Oyster Co., Inc.
262 Bridge Street
Osterville, MA 02655

THIS AGREEMENT is made this 13th day of December , 20 19 by and between Cape Cod Oyster Co., Inc. (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. Contractor hereby agrees to hold the County harmless from any claims regarding worker's compensation benefits, unemployment compensation benefits, retirement benefits, or any other benefit normally attributable to the status of "employee" and Contractor specifically agrees to pay for all damages incurred by the County, including costs, benefits, and reasonable attorney fees in the event the Contractor files such claim.

2. **Scope of Services.** The contractor shall perform the scope of services set forth in Attachment A – Scope of Services consisting of one (1) page

3. **Contract Amendments.** The following amendments to the Contract have been executed by duly authorized representatives of the Parties and are attached hereto and incorporated herein:

4. **Time of Performance.**

Start Date: 12/18/2019 **End Date:** 6/15/2020

5. **Responsible County Official:** The County Official and Department exercising managerial and budgetary control for this Contract shall be: **Mike Maguire, Director of Cooperative Extension**

6. **Payment: Oyster Seed – 12mm (R-8) \$41.00 per thousand**

- A. The County shall compensate the Contractor for the services rendered at the rate of **\$41.00 per thousand of Oyster Seed 12mm (R-8)** (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 \$.
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 \$.

OTHER Expenses shall be limited to: \$
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: **\$47,000.00**

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 services were performed. Contractors shall submit invoices within sixty (60) days of completing the work.

7. 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.

8. 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.

9. 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 and the Contractor, shall be incorporated in written amendments to this Contract.

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discrimination in employment including but not limited to: Title VII of the Civil Rights Act of 1964, as amended; Massachusetts General Laws Chapter 1518§(1); the Americans with Disabilities Act of 1990; and all relevant administrative orders and executive orders including Executive Order 11246.

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available to any individual or organization by the Contractor without the prior written approval of the County.

17. 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.

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22. Compliance with Laws. The Contractor shall promptly comply with all applicable laws, rules, regulations, ordinances, orders and requirements of the Commonwealth and any state or federal governmental authority relating to the delivery of the services described in this Contract subject to section 18 above. Unless otherwise provided by law, the Contractor shall promptly pay all fines, penalties and damages that may arise out of or are imposed because of the Contractor's failure to comply with the provisions of this section and, shall indemnify the County against any liability incurred as a result of a violation of this section. If the Contractor receives federal funds pursuant to this Contract, Contractor understands and agrees to comply with all requirements outlined in the Office of Management & Budget Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards (2 CFR Part 200 subpart A-F)

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25. **Waiver of Liability.** The Contractor hereby covenants and agrees to waive any and all claims against Barnstable County and release Barnstable County from any liability arising out of the Scope of Services.

IN WITNESS WHEREOF, the County and Contractor have executed this Agreement this _____ day of _____ in the year Two Thousand and _____.

FOR THE COUNTY:

County Commissioners:

Ronald Bergstrom, Chair

Mary Pat Flynn, Vice-Chair

Ronald R. Beaty, Commissioner

Date

FOR THE CONTRACTOR:

DocuSigned by:
David J. Ryan
7C1384433DE3445...

12/20/2019 | 3:00 PM EST

Date

Attachment A

Service Specifications

Seed must be delivered no later than the date listed for each category. **Seed not delivered by date listed for the category will be subject to a 5% decrease in price per week it is late.**

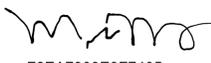
Deliveries will be made to the offices of Cape Cod Extension, or to a location agreed upon by the Extension office. Seven (7) days notification is required prior to receiving a shipment of seed. Seed will then be distributed to the towns, in an equitable manner developed by the Division of Marine Fisheries, the County, and by request of the town. ***Some towns may have an interest in receiving earlier seed deliveries so the Contractor may deliver the seed in multiple shipments if agreed upon with the Extension office in coordination with the towns.***

Oyster Seed – 12mm (R-8) \$41.00 per thousand

Size - 12mm in length (R-8, retained on 8mm screen).

To be delivered no later than June 15, 2020. Actual amounts of seed to be purchased will be determined by bid price and available funds, though it is expected the final amount of seed to be purchased will be in the range of 750k-1 million.

Barnstable County: Cooperative Extension

DocuSigned by:

F2EA7909E9F7406...

Cape Cod Oyster Co., Inc.

DocuSigned by:

7C1384433DE3445

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 fourth day of December, A.D. 2019, motion by Commissioner Beaty to approve Item 8a through Item 8i as listed on the revised agenda for the Barnstable County Board of Regional Commissioners' Regular Meeting of December 4, 2019, as presented, 2nd by Commissioner Flynn, approved 3-0-0

- a. Authorizing the creation of the full-time position of Administrative Assistant, fully funded by a special revenue fund, in the Health & Environment Department, Divisions of Innovative/Alternative Septic System Tracking Program, and the Massachusetts Alternative Septic System Test Center (MASSTC), as recommended by the County Review Committee
- b. Authorizing the execution of an application, for a grant from the United States Department of Justice, through Massachusetts Office for Victim Assistance to the Children's Cove, for staff funding, for a period from July 1, 2020 through June 30, 2022
- c. Authorizing the execution of an agreement, for a grant from the Massachusetts Department of Agricultural Resources (MDAR) to the Cape Cod Cooperative Extension, in the amount of \$72,974.24, to promote Buy Fresh Buy Local efforts through marketing, education, engagement and demonstration, for a period through June 30, 2020
- d. Authorizing the execution of an amendment to an agreement, for a grant from the Massachusetts Executive Office of Health & Human Services to the County Human Services Department, executed December 5, 2018, to fund the Homeless Youth Program, for a period through June 30, 2020, to add an additional \$130,000.00 of funding for Fiscal Year 2020, bringing the total agreement amount to \$595,682.00
- e. Authorizing the award of a contract to Aquacultural Research Center (ARC), to provide Quahog Seed 2mm to 3mm (R-1.5) to be delivered no later than June 15, 2020, at a price of \$12.00 per thousand; and Oyster Seed – 3 mm to 4mm (R-2) to be delivered no later than June 22, 2020, at a price of \$12.75 per thousand; and Cape Cod Oyster, to provide Oyster Seed – 12mm (R-8) to be delivered no later than June 15, 2020, at a price of \$41.00 per thousand; to the towns in the County, for a period through June 30, 2020
- f. Authorizing the award of a contract to Pierce-Coté Advertising/Grouper Marketing & Creative, for marketing consulting services to the County Department of Human Services for a substance use and addiction public health education campaign, for a period through June 30, 2020, with two (2) additional, one-year options to renew

- g. Authorizing the execution of a contract with Pierce-Cotè Advertising/Grouper Marketing & Creative, for marketing consulting services to the County Department of Human Services for a substance use and addiction public health education campaign, for a period through June 30, 2020, with two (2) additional, one-year options to renew
- h. Authorizing the rejection of all bids received for an Invitation for Bid #7889, for the regional oyster remote set program for the participating towns of the County
- i. Authorizing the execution of Certificates for Dissolving Septic Betterments

Ronald Bergstrom, Chair: Y

Mary Pat Flynn, Vice-Chair: Y

Ronald R. Beaty, Commissioner: Y

A true copy, Attest, December 4, 2019


Janice O'Connell
Barnstable County Regional Clerk

**COUNTY OF BARNSTABLE
PURCHASING
DEPARTMENT OF FINANCE**

Jennifer Frates
Chief Procurement Officer

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

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

November 20, 2019

MEMORANDUM

TO: County Commissioners
FROM: Jennifer Frates, Chief Procurement Officer
RE: Notice of Bid Award - #7890 – Shellfish Seed Supplier

Barnstable County issued an Invitation for Bid (#7890) on behalf of Cooperative Extension for sealed bids from approved hatcheries to supply shellfish seed to the towns in the County for Summer, 2020.

Two responsive bids were received from Cape Cod Oyster and Aquacultural Research Center (ARC). Please vote to award the contracts based on the low price for each item as follows:

Cape Cod Oyster

- Oyster Seed – 12mm (R-8) to be delivered no later than June 15, 2020 at a price of \$41.00 per thousand

Aquacultural Research Center (ARC)

- Quahog Seed 2mm to 3mm (R-1.5) too be delivered no later than June 15, 2020 at a price of \$12.00 per thousand.
- Oyster Seed – 3 mm to 4mm (R-2) to be delivered no later than June 22, 2020 at a price of \$12.75 per thousand.

Thank you.

AGENDA ITEM 9e

Authorizing the execution of a contract with Vanguard Modular Building Systems, for an Office Trailer to serve as a Mobile Lab for the County Health and Environment Department

Bid# 7891
Contract# 300-20-7891

Contract for Services
Terms and Conditions

Barnstable County
3195 Main Street
Barnstable, MA 02630

And

Vanguard Modular Building Systems, LLC
717 Constitution Drive, Suite 100
Exton, PA 19341

THIS AGREEMENT is made this **18th day of December, 20 19** by and between **Vanguard Modular Building Systems, LLC** (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. Contractor hereby agrees to hold the County harmless from any claims regarding worker's compensation benefits, unemployment compensation benefits, retirement benefits, or any other benefit normally attributable to the status of "employee" and Contractor specifically agrees to pay for all damages incurred by the County, including costs, benefits, and reasonable attorney fees in the event the Contractor files such claim.

2. **Scope of Services.** The contractor shall perform the scope of services set forth in Attachment A: Specifications consisting of three (3) pages

3. **Contract Amendments.** The following amendments to the Contract have been executed by duly authorized representatives of the Parties and are attached hereto and incorporated herein:

4. **Time of Performance.**

Start Date: 12/18/2019 **End Date:** 4/1/2020

5. **Responsible County Official:** The County Official and Department exercising managerial and budgetary control for this Contract shall be: **Brian Baumgaertel, Director of Massachusetts Septic System Test Center**

6. **Payment:**

A. The County shall compensate the Contractor for the services rendered at the rate of **\$123,390.00** for the **Mobile Lab Office Trailer** (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) outright purchase.

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 \$.
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 \$.

OTHER Expenses shall be limited to: \$
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: **\$123,390.00**

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 services were performed. Contractors shall submit invoices within sixty (60) days of completing the work.

7. 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.

8. 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.

9. 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 and the Contractor, shall be incorporated in written amendments to this Contract.

10. Non-Discrimination in Employment and Affirmative Action. The Contractor shall take affirmative action to ensure that qualified applicants and employees are treated without regard to age, race, color, religion, sex, marital status, sexual orientation, national origin, disability, or Vietnam Era Veteran status. The

Contractor agrees to comply with all applicable Federal and State statutes, rules and regulations prohibiting discrimination in employment including but not limited to: Title VII of the Civil Rights Act of 1964, as amended; Massachusetts General Laws Chapter 1518§(1); the Americans with Disabilities Act of 1990; and all relevant administrative orders and executive orders including Executive Order 11246.

11. **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 County. No subcontract or delegation shall relieve or discharge the Contractor from any obligation or liability under this Contract except as specifically set forth in the instrument of approval. If this Contract is funded in whole or in part with federal funds, Contractor further agrees to comply with the provisions of the Office of Management and Budget Circular A-110, as amended, with respect to taking affirmative steps to utilize the services of small and minority firms, women's business enterprises and labor surplus area firms. All subcontracts shall be in writing and shall contain provisions which are functionally identical to, and consistent with, the provisions of this Contract. The County shall have the right to obtain a copy of the subcontract upon request.

12. **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.

13. **Conflict of Interest.** Contractor acknowledges that it may be subject to the Massachusetts Conflict of Interest statute, Mass. Gen. Laws ch. 268A, and to that extent, Contractor agrees to comply with all requirements of the statute in the performance of this Contract.

14. **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.

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

16. **Findings Confidential.** Any reports, information, data, etc., given to or prepared or assembled by the

Contractor under this Contract which the County requests to be kept as confidential shall not be made available to any individual or organization by the Contractor without the prior written approval of the County.

17. 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.

18. 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.

19. 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.

20. 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 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.

21. 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.

22. Compliance with Laws. The Contractor shall promptly comply with all applicable laws, rules, regulations, ordinances, orders and requirements of the Commonwealth and any state or federal governmental authority relating to the delivery of the services described in this Contract subject to section 18 above. Unless otherwise provided by law, the Contractor shall promptly pay all fines, penalties and damages that may arise out of or are imposed because of the Contractor's failure to comply with the provisions of this section and, shall indemnify the County against any liability incurred as a result of a violation of this section. If the Contractor receives federal funds pursuant to this Contract, Contractor understands and agrees to comply with all requirements outlined in the Office of Management & Budget Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards (2 CFR Part 200 subpart A-F)

23. 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.

24. **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.

25. **Waiver of Liability.** The Contractor hereby covenants and agrees to waive any and all claims against Barnstable County and release Barnstable County from any liability arising out of the Scope of Services.

IN WITNESS WHEREOF, the County and Contractor have executed this Agreement this _____ day of _____ in the year Two Thousand and _____.

FOR THE COUNTY:

Barnstable County Commissioners:

Ronald Bergstrom, Chair

Mary Pat Flynn, Vice-Chair

Ronald R. Beaty, Commissioner

Date

FOR THE CONTRACTOR:

DocuSigned by:
Carl R. Bennett
A3BBA548DDBB641F...

12/27/2019 | 10:05 AM PST

Date

Attachment A: Specifications

Qty	Description
-----	-------------

SPECIFICATIONS:

Module Dimensions / Doublewide Base
 (2) 11'-8" x 60' Modules
 Occupancy: Business
 State/Code Requirements/ Wood Frame 5B
 construction
 IBC/MA
 140 MPH Wind
 Speed

CHASSIS:

120 96" On Center Steel outriggers (UT 12)
 120 (UT 12-5460) Outrigger with 95.5" I-Beam Spacing
 "I" - Beam Will Be Sized As Required
 New Tires
 LOW PRO
 Hitches are Detachable
 Under-slung Axles Are Included

FLOOR:

Bottom Board Material Has Nylon Impregnation
 2" x 8" Floor Joist @ 16" O.C.
 Standard Plywood Floor Sheath/Decking {5/8" T & G}
 VCT {Vinyl Composite Tile} Installed Per Plan
 Thru-ou
 Manufacturer's standard is "Azrock brand VCT.
 Manufacturer's standard color selections

WALL SECTION:

95 Interior Wall Height: 8'0"
 1 Double Top-Plate On Exterior Walls
 168 2" x 6" Exterior Wall Height: 8'0"
 5/8" VCG {Type "X" Gypsum}
 Interior Trim Package: Standard Battens
 358 VCB (Vinyl Cove Base)

INTERIOR DOORS SECTION:

6 36" x 80" H.C. Flush Door w/ Steel Jamb
 {Includes Timely or Redi-Frames, Lever; Unless Otherwise Noted, Door
 Frame Will Be Painted The Standard Finish Color (Bronze) & door has
 imperial oak finish}
 5 Passage Locks
 1 Privacy Locks for Restrooms

ROOF/CEILING SECTION:

- Truss Spacing @ 16" O.C
- (UT12w) Transverse Truss (Engineered Truss)
- Snow Load Only as Required Roof Load Only as Required
- 7/16" x 4 x 8 EPDM underlayment Roof Covering: 45 mil. Black EPDM (DOUBLE WIDE)
- 9" peel & stick Black mate-line tape
- 1/2" Pre-Finished Sea-Spray Gypsum Ceiling
- 60 4-Layer 24" Ridge-Beam Construction:
{This Beam Will Be Constructed From 4-Layers Of 3/4" Structural Grade Plywood Installed as Required And Fastened as Per Approved Fastening Schedule}

ROOF/CEILING SECTION:

- 1 No Overhang/Projection on the Roof
- 2 Power Gable Vent with Passive Gable Vent ****As required****

PLUMBING SECTION:

- 1 Restroom Description: Single-Station Handicap RR
- 1 Standard Lavatory (Wall Mount Type)
{Includes A Standard Faucet & Mirror}
- 1 Handicap Sink Protection - Sock for P-trap
- 1 Water Closet Type: HC Accessible W/ Std. Grab Bars
{Includes a Standard Toilet Paper Holder; Unless An Upgraded Toilet Paper Holder Is Listed}
- 1 30 Gal water heater - Lo- Boy water heater
- 1 Handicap Accessible Shower
Drain/Waste Lines Are Cast Iron
{Please Note That All Manifolding Is Done On-Site By Owner}
Supply Lines Are Type "L" Copper (Per Fixture) Restroom is proposed per the IFB

ELECTRICAL SECTION:

- 1 Panel Type: Three-Phase 100 AMP--200amp 3 phase total
- 20 Standard Surface Mounted 232 Fluorescent Lights
{This Is Standard Diffused Fluorescent Light Fixture With Wrap Around Prismatic Type Lens, Electronic Ballast & T-8 Bulbs} 2 Standard 60 Watt Porch Light With Photo-Cell
- 6 OCCUPANCY SENSOR
- 2 Combo Dual Head Emergency Light / Exit Sign
- 2 Double Exterior Emergency Light Remote Heads
{Exterior Type To Match Porch Lights}

ELECTRICAL SECTION:

- 10 2" x 4" Junction Box With 1/2" Conduit (Standard)
{These Junction Boxes Will Be Stubbed-up into The Attic Cavity for T-grid Unless Otherwise Instructed By The Customer On The Print & Stubbed Into The Crawl Space On All Other Ceiling Types Unless

Otherwise Instructed; All Boxes & Conduit Are Empty, All Wiring & Devices For Monitoring, Alarms & Security Are Entirely By Owner}

- 1 180CFM Exhaust Fan
110 Volt Receptacles @ Approximately 1 2' O.C. {Standard}
Receptacles / Switches / Covers are White
- 2 Exterior Use GFI With Weather-Proof Cover
{In Use Type}
- 1 Heat Tape Receptacle
Standard Race-Way: 12-2 Romex Wiring

HVAC SECTION:

- 2 3 Ton Wall Mounted Units With 15kw Heat Strip
- 112 Linear Feet of Fiberglass Supply Duct With Grilles
- 100 Linear Feet of Fiberglass Return Duct with Grilles
- 24 Plenum / Chase Wall as required
- 2 Digital Thermostat

CABINETS & FURNISHINGS:

No Cabinetry Quoted

EXTERIOR SECTION:

- .019 Aluminum & Trim (Doublewide)
- 168 .019 Aluminum Mansard
*** *False Mansard****
Sheathing Installed As Per Applicable Requirements
Standard House Wrap Installed 100%
{All wrap installed right side up & in a shingled fashion}

WINDOWS SECTION:

- 9 Vinyl Mini-Blinds
{Standard Colors Only} 9 24x54 VS Bronze Metal
Frame & Low E Ins Glass Vertical Sliding Low E
Insulated

EXTERIOR DOORS:

- 2 36"x80" Steel/ Steel Exterior Door w/ 6"x30" VB
- 2 Standard Lever
- 2 Standard Dead-Bolt
- 2 Standard Closure

INSULATION SECTION:

- 1344 Exterior Wall Includes R -19
(Requires 2" x 6" minimum exterior walls)
- 1440 Floor Includes R-30
- 1440 Roof Includes R-49
- 928 R-I I Sound Reduction Batts In All Interior Walls

**Required delivery on or before April 1, 2020 to the Massachusetts Alternative Septic System Test Center, 4 Kittridge Rd, Buzzards Bay, MA 02542.

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 eighteenth day of December, A.D. 2019, motion by Commissioner Beaty to authorize the award of a contract to Vanguard Modular Building Systems, in the amount of \$123,390.00, for an Office Trailer to serve as a Mobile Lab for the County Health and Environment Department, as presented, 2nd by Commissioner Bergstrom, approved 2-0-0 transferred

Ronald Bergstrom, Chair: Y

Mary Pat Flynn, Vice-Chair: Absent

Ronald R. Beaty, Commissioner: Y

A true copy, Attest, December 18, 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

December 11, 2019

MEMORANDUM

TO: County Commissioners

FROM: Jennifer Frates, Chief Procurement Officer

RE: Notice of Bid Award - #7891 Mobile Lab Office Trailer

Barnstable County issued an Invitation for Bid for an Office Trailer to serve as a Mobile Lab for our Health and Environment Department (#7891).

Two bids were received from Vanguard Modular Building Systems and Modulease Corp.

Please vote to award the bid to Vanguard Modular Building Systems as the responsive, responsible bidders offering the lowest price of \$123,390.00

Thank you.

AGENDA ITEM 9f

Authorizing the discharge of a mortgage by Autumn L. Banks, acting by and through the Cape Cod Commission, to Barnstable County, dated September 20, 2012, and recorded with the Barnstable Registry of Deeds in Book 26689, Page 301

DISCHARGE OF MORTGAGE

Barnstable County, acting by and through the Cape Cod Commission, the holder of a mortgage by **Autumn L. Banks**, to

Barnstable County, acting by and through the Cape Cod Commission, dated September 20, 2012 recorded with the Barnstable County Registry of Deeds in Book 26689 Page 301 acknowledges satisfaction of the same.

Witness our hand and seal this _____ day of _____, 2020

BARNSTABLE COUNTY, As County Commissioners

Ronald Bergstrom

Mary Pat Flynn

Ronald R. Beaty

COMMONWEALTH OF MASSACHUSETTS

Barnstable, ss.

On this _____ day of _____, 2020, 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: _____

AGENDA ITEM 9g

Authorizing the discharge of a mortgage by Michael T. and Tatiana K. Malone, acting by and through the Cape Cod Commission, to Barnstable County, dated September 15, 2003, and recorded with the Barnstable County Land Court Registry as Document Number 939812

DISCHARGE OF MORTGAGE

Barnstable County, acting by and through the Cape Cod Commission, the holder of a mortgage by **Michael T. Malone and Tatiana K. Malone**, to

Barnstable County, acting by and through the Cape Cod Commission, dated September 15, 2003 recorded with the Barnstable Land Court Registry as Document #939812 and acknowledges satisfaction of the same.

Witness our hand and seal this _____ day of _____, 2020

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: _____

AGENDA ITEM 9h

Authorizing the execution of Certificates for Dissolving Septic
Betterments



**BARNSTABLE COUNTY
COMMUNITY SEPTIC MANAGEMENT
LOAN PROGRAM**

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



Phone: (508) 375-6610

Fax: (508) 375-6854

www.barnstablecountysepticloan.org

MEMORANDUM

DATE: January 2, 2020
TO: Board of Regional Commissioners
FROM: Community Septic Management Loan Program
SUBJECT: Certificates for Dissolving Septic Betterments

Please execute Certificates for Dissolving Septic Betterments certifying that the betterment assessments upon the hereinafter described parcels of real estate in the Notices of Betterment Assessment recorded in Barnstable County Registry of Deeds or Barnstable Registry District of the Land Court as listed below, stating that betterments to be assessed pursuant to a betterment agreement for septic improvements, in accordance with General Laws, Chapter 111, Section 127B 1/2 have, together with any interest and costs thereon, been paid or legally abated.

Approved:

Board of Regional Commissioners

Ronald Bergstrom, Chair

Mary Pat Flynn, Vice-Chair

Ronald R. Beaty, Commissioner

Date

CERTIFICATES FOR DISOLVING SEPTIC BETTERMENTS FOR 01 /02 /20

Barnstable Registry District of the Land Court			Barnstable County Registry Of Deeds					
Notice of Betterment Assessment Document No.	Deed Reference Document No.	Deed Reference Certificate of Title No.	Notice of Betterment Assessment Book	Notice of Betterment Assessment Page	Deed Reference Book	Deed Reference Page	Owner(s) Named in Betterment Assessment	Location of Property
1286881	378872 Lot 7 Plan 17166-C	104262	X	X	X	X	William Whalen Mary Whalen	Assessors Map 33 Parcel 10 10 Lower County Road Dennis Port (Dennis)
1312824	511510 Lot 10 Plan 33599-B	121212	X	X	X	X	Richard J. Cronin Elizabeth A. Cronin a/k/a Elizabeth O'Connell-Cronin	Assessors Map 8 5 Parcel 53 1242 Millstone Road Brewster
1351716	278662 Lot 39 Plan 34846-B Sh 2	84914	X	X	X	X	Michael J. Sexton Marlene E. Sexton	Assessors Map 027 Parcel 023 25 Spur Lane Marstons Mills (Barnstable)
1364779	1301845 Lot 69 Plan 31209-D Sh 1	210458	X	X	X	X	Sheila S. Dern	Assessors Map 99 Parcel 86 86 Astor Way South Yarmouth (Yarmouth)
X	X	X	21893	240	10112	37	Daniel E. O'Day Virginia M. O'Day	Assessors Map 140 Parcel 29 114 Scudder Road Osterville (Barnstable)
X	X	X	22115	312	9491	304	Virginia Cowen-Andrews	Assessors Map 345 Parcel 151 65 Taunton Avenue Dennis
X	X	X	22949	28	12101	326	Ernest Bovi Dianna L. Bovi	Assessors Map 208 Parcel 105 14 Briardiff Lane Centerville (Barnstable)
X	X	X	31674	214	27817	296	William J. Buckley, Jr. Lucy J. Buckley	Assessors Map 21 Parcel 36 50 Way 68 Wellfleet