

AGENDA PACKET

02/26/20 REGULAR MEETING

DOCUMENT LIST

Agenda Item 5a:

- No documents

Agenda Item 6a:

- Out of State Travel Report from Josh Reitsma, Fisheries & Aquaculture Specialist, Cape Cod Cooperative Extension, regarding travel from January 13, 2020 through January 15, 2020 to the Milford Aquaculture Seminar in Shelton, Connecticut
- Out of State Travel Report from Harriet Booth, Marine Resource Specialist, Cape Cod Cooperative Extension, regarding travel from January 13, 2020 through January 15, 2020 to the Milford Aquaculture Seminar in Shelton, Connecticut

Agenda Item 6b:

- No documents

Agenda Item 6c:

- Barnstable County Performance Appraisal System for Managers

Agenda Item 6d:

- Ordinance 20-01, To increase fees for customers of the Barnstable County Water Laboratory beginning in Fiscal Year 2021 through Fiscal Year 2022

Agenda Item 8a:

- Memorandum to Jack Yunits, Jr., County Administrator and the Barnstable County Commissioners from Renie Hamman, HOME Program Manager, regarding "HOME Consortium Renewal" dated February 11, 2020

- Draft correspondence dated February 20, 2020 to Samantha Graves, CPD Representative, HUD-Community Planning and Development Office, regarding "Re: Renewal of Barnstable County HOME Consortium" from Jack T. Yunits, Barnstable County Administrator

Agenda Item 8b:

- Barnstable County Health and Human Services Advisory Council Nomination Form for the Visiting Nurse Association of Cape Cod submitted by Meg Payne on February 18, 2020

Agenda Item 8c:

- Correspondence dated February 1, 2020 to the County Commissioners from Susie Frost, Community Manager, American Cancer Society regarding its Making Strides Against Breast Cancer Event

Agenda Item 8d:

- Agreement with Quantum Spatial, Inc., acting through the Cape Cod Commission, in the amount \$130,700.00 to collect and produce high resolution orthoimagery for a period through August 31, 2020

Agenda Item 8e:

- Discharge of a mortgage by Anne M. Minor to Barnstable County, acting by and through the Cape Cod Commission, dated February 9, 2004 and recorded with the Barnstable County Registry of Deeds in Book 18300 Page 36

AGENDA ITEM 6a

Report by Harriet Booth, Marine Resource Specialist, of the Cape Cod Cooperative Extension, on travel with Josh Reitsma, Fisheries & Aquaculture Specialist, to Shelton, Connecticut for the Milford Aquaculture Seminar, held by Milford Aquaculture Laboratory, Northeast Fisheries Science Center, National Oceanic and Atmospheric Administration (NOAA), from January 13, 2020 through January 15, 2020



Out of State Travel Report

Fill out this report and submit it to the County Administrator (copy the Commissioner's Executive Assistant) within 30 days of completing your travel. Be prepared to speak about the subject at the following Regional Board of Commissioners' meeting.

Name: Josh Reitsma

Title: Fisheries & Aquaculture Specialist

Department: Cape Cod Cooperative Extension

Dates of Trip: 1/15/2020

Name of Meeting: Milford Aquaculture Seminar

Location: Shelton, CT

Report Submitted for Commissioners' Meeting On: _____

Purpose: [describe the purpose and goals of the trip and about the organization hosting the event]

- The purpose of this trip was to attend the Milford Aquaculture Seminar, hosted by the Milford Aquaculture Laboratory of NOAA, Northeast Fisheries Science Center in Connecticut. This biannual meeting provides many updates and information on shellfish disease issues, permitting and regulatory issues, and general aquaculture developments that are extremely pertinent to the Cape Cod Region. In addition, we presented some of the work our team has been doing in exploring alternative species for shellfish aquaculture. The meeting is an important way to stay informed about new research and findings in the field, as well as connect with collaborators across the field of shellfish science, aquaculture, and industry.
- NOAA's Milford Laboratory, part of the Northeast Fisheries Science Center, is a world leader in aquaculture science. They conduct state-of-the-art research that informs management for the sustainable expansion of aquaculture, provide services to the shellfish aquaculture industry, and advance new technologies through broad collaborations.

Highlights: [describe achievements, meetings attended, or successes or new information, etc.]

- The first evening consisted of a poster session and a social networking event. Following this event, there were two full days of talks split into sessions of related topics (general session topics: marketing and outreach of sustainable shellfish products, management/permitting developments, seaweed/kelp farming developments, quahog and oyster farming developments, new hatchery techniques and findings, research on ocean/coastal acidification effects on shellfish resources).

Outcomes: [describe the goals that were achieved, how they were achieved & the short or long-term impact for Barnstable County].



- I was able to gather information pertaining to new developments and findings in aquaculture research and technology, and touch base with a number of regional collaborators. By attending these meetings and staying informed about new market developments and research findings, we can better serve the members of Barnstable County and support and enhance shellfish resources in the region. After all, the marine waters of our region are very interconnected so sharing results from throughout the Northeast helps build a knowledge base helpful back home here in Barnstable County.



Out of State Travel Report

Fill out this report and submit it to the County Administrator (copy the Commissioner's Executive Assistant) within 30 days of completing your travel. Be prepared to speak about the subject at the following Regional Board of Commissioners' meeting.

Name:	<u>Harriet Booth</u>
Title:	<u>Marine Resource Specialist</u>
Department:	<u>Cape Cod Cooperative Extension</u>
Dates of Trip:	<u>1/13/2020 – 1/15/2020</u>
Name of Meeting:	<u>Milford Aquaculture Seminar</u>
Location:	<u>Shelton, CT</u>
Report Submitted for Commissioners' Meeting On:	<u></u>

Purpose: [describe the purpose and goals of the trip and about the organization hosting the event]

- The purpose of this trip was to attend the Milford Aquaculture Seminar, hosted by the Milford Aquaculture Laboratory of NOAA, Northeast Fisheries Science Center in Connecticut. This biannual meeting provides many updates and information on shellfish disease issues, permitting and regulatory issues, and general aquaculture developments that are extremely pertinent to the Cape Cod Region. In addition, my colleague, Josh Reitsma, presented some of the work our team has been doing in exploring alternative species for shellfish aquaculture. The meeting is an important way to stay informed about new research and findings in the field, as well as connect with collaborators across the field of shellfish science, aquaculture, and industry.
- NOAA's Milford Laboratory, part of the Northeast Fisheries Science Center, is a world leader in aquaculture science. They conduct state-of-the-art research that informs management for the sustainable expansion of aquaculture, provide services to the shellfish aquaculture industry, and advance new technologies through broad collaborations.

Highlights: [describe achievements, meetings attended, or successes or new information, etc.]

- The first evening consisted of a poster session and a social networking event. Following this event, there were two full days of talks split into sessions of related topics (general session topics: marketing and outreach of sustainable shellfish products, management/permitting developments, seaweed/kelp farming developments, quahog and oyster farming developments, new hatchery techniques and findings, research on ocean/coastal acidification effects on shellfish resources).
- Highlight: Following the talks on the evening of Tuesday 1/14, there was a workshop/discussion on a new hatchery certification pilot program as a potential way to mitigate disease transfer and streamline interstate transfer of shellfish seed from hatcheries to buyers.

Outcomes: [describe the goals that were achieved, how they were achieved & the short or long-term impact for Barnstable County].



- I was able to gather information pertaining to new developments and findings in aquaculture research and technology, as well as reconnect with past colleagues and meet potential new collaborators. Especially useful to my role in Barnstable County, I was able to meet some of the Milford lab researchers (Mark Dixon, and other NOAA scientists) allowing for further conversation and new collaborations regarding shellfish research. By attending the hatchery certification workshop, I was able to learn about the new program and share this information with my colleagues in the CCCE Marine Program; this was especially important because we do a large amount of coordinating and working with regional hatcheries to purchase and distribute seed orders for Barnstable County towns. By attending these meetings and staying informed about new market developments and research findings, we can better serve the members of Barnstable County and support and enhance shellfish resources in the region.

AGENDA ITEM 6c

Annual County Administrator Performance Evaluation

**BARNSTABLE COUNTY
PERFORMANCE APPRAISAL SYSTEM
FOR MANAGERS**

Department:	
Employee Name:	
Employee's Job Title:	
Grade:	
Appraisal Year (FY):	
(M)id-Year or (A)nnual:	Annual
Review Date:	
Reviewed By:	

Note: This document shall be kept as part employee's employment record.

PERFORMANCE OBJECTIVES

The manager and reviewing manager will jointly develop a series of priority objectives to be accomplished during the next 12 months. Care should be taken that each objective states what the manager plans to accomplish, identifies one or more performance measures to determine whether each objective is accomplished, and specifies the target date of completion.

1:
2:
3:
4:

MID-YEAR REVIEW OBJECTIVES

Short Title	On, Ahead or Behind Schedule	Corrective Action or Support
1:		
2:		
3:		
4:		

COMMENTS:

PERFORMANCE CRITERIA

The ensuing four criteria are designed for appraising the person's performance in several critical areas of management. When the manager and reviewing manager meet at the beginning of the year to establish objectives, they will also review each of these criteria as they relate specifically to that manager's responsibilities.

As part of the mid-year progress review, the reviewing manager will also make a preliminary assessment of the manager's performance against these criteria. A final assessment based on a full year's performance, will be made at the close of the fiscal year along with an appraisal of the manager's attainment of objectives. In all cases, appraisals will be based on the following rating scale:

THE RATING SCALE

OUTSTANDING	<p>Been a unique performer who has consistently surpassed the responsibilities of the position and achieved well beyond normal expectations.</p> <p>Demonstrated outstanding knowledge and total mastery of the job.</p> <p>Shown exceptional accomplishments, often overcoming difficult obstacles.</p> <p>Demonstrated initiative and creativity that clearly contributed to a significant improvement in the department's or County's services</p> <p>NOTE: This rating should only be used in rare and well substantiated cases.</p>
MORE THAN SATISFACTORY	<p>Frequently exceeded established standards or objectives.</p> <p>Often demonstrated initiative and creativity.</p> <p>Mastered and carried out all phases of job responsibility with minimum supervision.</p> <p>Performed at a consistently high level.</p>
COMPLETELY SATISFACTORY	<p>Generally met and occasionally exceeded established standards or objectives.</p> <p>Performed reliably and required only normal supervision and follow-up.</p> <p>Possessed and fully utilized knowledge, skills and ability to meet the responsibilities of the position held.</p>
LESS THAN SATISFACTORY	<p>Performed somewhat below the completely satisfactory level.</p> <p>Not fully met established standards or objectives, and often required close supervision and corrective action</p> <p>Shown limited knowledge, skills and ability to meet job responsibilities.</p>
UNSATISFACTORY	<p>Performed at an unacceptable level; poor performance has had an adverse effect on the department's operations, other employees, and/or citizens.</p> <p>Consistently not met standards or fulfilled job responsibilities.</p> <p>NOTE: This rating should only be used in those cases where efforts to develop the employee have been made and proved unsuccessful</p>

CRITICAL AREAS OF PERFORMANCE

Check (x or √) rating that best applies

1. LEADERSHIP

	O	MS	CS	LS	U
A. Establishes a clear sense of direction, sets specific objectives, and mobilizes the people and resources to meet those objectives.					
B. Effectively and wisely delegates responsibility and authority to employees.					
C. Motivates staff to give their best, to develop to their full potential, and to perform effectively.					
D. Develops staff as individuals and team players.					
E. Gains the trust and respect of employees.					
COMMENTS:↓ Summary					

Check (x or √) rating that best applies

2. PLANNING AND ORGANIZING

	O	MS	CS	LS	U
A. Visualizes the end results of projects and develops effective strategies for achieving those results.					
B. Anticipates problems before they arise and plans for ways to deal with them.					
C. Sets priorities; gets important things done first..					
D. Involves staff and other critical people in the planning process, helping them to become better planners.					
E. Makes assignments that utilize people's skills, coordinates their effort, and follows through.					
COMMENTS:↓ Summary					

Check (x or √) rating that best applies

3. COMMUNICATION

	O	MS	CS	LS	U
A. Presents ideas, plans and instructions in a clear, concise and persuasive manner.					
B. Is open to and directly solicits the reaction and ideas of others.					
C. Handles controversial or conflict situations calmly and constructively by reducing tensions, getting at the real issues, and (where possible) figuring out how to reconcile differences.					
D. Writes clearly; presents information and ideas in an organized and thoughtful way.					
COMMENTS:↓ Summary					

Check (x or √) rating that best applies

4. PROBLEM SOLVING AND DECISION MAKING

	O	MS	CS	LS	U
A. Defines problems, collects and analyzes pertinent information, generates multiple options, and develops effective solutions.					
B. Demonstrates good judgment on when and how to involve others in solving problems and making decisions.					
C. Makes sound decisions under difficult or pressurized circumstances, consistently taking account of time, cost and human factors.					
D. Follows through on the implementation of decisions.					
COMMENTS:↓ Summary					

I. Objectives

Please refer back to your appraisal of this manager on the objectives agreed to at the beginning of the fiscal year and place the number corresponding to each rating in the appropriate box below. For example, if the manager "Achieved" objective #1, you would place a 3 in the second box next to that objective. Then add the subtotals and multiply by 1.25 to get the total score.

Short Title	(4) Exceeded	(3) Achieved	(2) Partially Achieved	(0) Did Not Achieve
1.				
2.				
3.				
4.				
SUBTOTALS				

SUM OF SUBTOTALS _____ X 1.25 = TOTAL (max 20) = _____

COMMENTS:

II. Performance Criteria

Please refer back to your appraisal of this manager on the four performance criteria and place the number corresponding to each rating in the appropriate box below. For example, if you checked "More Than Satisfactory" on the criterion "leadership" you would write a 4 in the second box next to that criterion. Then add the numbers in the vertical columns to produce five subtotals and add the subtotals to produce the total score.

Functions	(5) Outstanding	(4) More Than Satisfactory	(3) Completely Satisfactory	(1) Less Than Satisfactory	(0) Unsatisfactory
LEADERSHIP					
PLANNING & ORGANIZING					
COMMUNICATIONS					
PROBLEM SOLVING & DECISION MAKING					
SUBTOTALS					

TOTAL POINTS (max 20) = _____

COMMENTS:

GRAND TOTAL POINTS (max 40) = _____

SUMMARY

Please check (x or √) the rating that corresponds to the overall score determined in the annual review (the combined total for scores on objectives and performance criteria). The maximum is 40 points.

	Outstanding	37 - 40
	More Than Satisfactory	32 - 36
	Completely Satisfactory	23 - 31
	Less Than Satisfactory	9 - 22
	Unsatisfactory	Below 9

PROFESSIONAL DEVELOPMENT

Specific skills and knowledge that need to be developed during the next year:

Training and development plan:

SIGNATURES (Pen Only Please!)

Supervising Manager's Signature/Comments:

Midyear review: _____ Date: _____

Annual review: _____ Date: _____

Comments on overall appraisal:

Reviewing Manager's Signature/Comments:

Midyear review: _____ Date: _____

Annual review: _____ Date: _____

Comments on overall appraisal:

Employee's Signature/Comments:

Midyear review: _____ Date: _____

Annual review: _____ Date: _____

Comments on overall appraisal:

HR review: _____ Date: _____

AGENDA ITEM 6d

Ordinance 20-01, To increase fees for customers of the Barnstable County Water Laboratory beginning in Fiscal Year 2021 through Fiscal Year 2022

BARNSTABLE COUNTY

In the Year Two Thousand Twenty

Ordinance 20-01

To increase fees for customers of the Barnstable County Water Laboratory beginning in Fiscal Year 2021 through Fiscal Year 2022

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

SECTION 1. Individual test fees will increase as follows:

Test	Current FY20 Barnstable County "Other Customer Fees	Current FY20 "Water District" Customer Fees	Proposed FY21 "Water District" Customer Fees	Proposed FY22 "Water District" Customer Fees
Total Coliform*	\$12.00	\$5.00	\$7.50	\$10.00
Nitrate	\$12.00	\$7.50	\$10.00	\$10.00
Nitrite	\$12.00	\$7.50	\$10.00	\$10.00
Volatile Organics	\$85.00	\$65.00	\$70.75	\$76.50
Haloacetic Acids	\$120.00	\$100.00	\$108.00	\$108.00
THP	\$120.00	\$100.00	\$108.00	\$108.00

SECTION 2. The Routine Test Package fee, which is made up of a series of individual tests, will increase as follows:

Test	Current FY20 Barnstable County Customer Fee	Proposed FY21 Barnstable County Customer Fee	Proposed FY21 Barnstable County Customer Fee
Routine	\$45.00	\$55.00	\$65.00

SECTION 3. This ordinance and proposed fee structure shall take effect beginning in Fiscal Year 2021.

Adopted by the Assembly of Delegates on *February 19, 2020*



Susan Moran

Deputy Speaker, Assembly of Delegates

Approved by the Board of County Commissioners _____ (date), at _____ (time).

Ronald Bergstrom, Chairman

Mary Pat Flynn, Vice Chairman

Ronald Beaty, Jr.
Commissioner

AGENDA ITEM 8a

Authorizing the submission of written notification to the United States Department of Housing and Urban Development (HUD) stating Barnstable County's intention, as the lead entity of the HOME Program, to renew the HOME Consortium for another three-year term for Federal Fiscal Years 2021, 2022, and 2023



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

MEMORANDUM

To: Jack Yunits, Jr., County Administrator
Barnstable County Commissioners

cc: Beth Albert, Director Human Services

From: Renie Hamman, HOME Program Manager *RH*

RE: HOME Consortium Renewal

Date: February 11, 2020

The HOME Program is due to begin the process of renewing its three-year term with HUD. The HUD term runs on the Federal Fiscal Year calendar of October 1 to September 30 of each year. The HOME Program runs on a different Program Year (July 1 through June 30). This three-year renewal will be for FFYs 2021, 2022 & 2023 and will match up with the HOME Program Years as follows:

Federal Fiscal Year		HOME Program Year	
FFY 2021	Oct. 1, 2020 thru Sept. 30, 2021	PY 2022	July 1, 2021 thru June 30, 2022
FFY 2022	Oct. 1, 2021 thru Sept. 30, 2022	PY 2023	July 1, 2022 thru June 30, 2023
FFY 2023	Oct. 1, 2022 thru Sept. 30, 2023	PY 2024	July 1, 2023 thru June 30, 2024

Under our current Mutual Cooperation Agreement of the Barnstable County HOME Consortium under the Cranston-Gonzalez National Affordable Housing Act (“Mutual Agreement”)¹ the renewal is an automatic renewal process. The first step in that process is to send written notification to our HUD Field Office by March 1, 2020 stating the County’s intention to renew our Consortium for another three-year term (*draft letter attached*).

The next step in the process would be to notify the fifteen participating towns to confirm their continued participation in the HOME Consortium by sending a letter to each town instructing them that they have thirty (30) days from the date of the letter to notify us if it is their decision to

¹ Mutual Agreement dated July 2005, as amended June 2014

discontinue their participation in the HOME Consortium². If Barnstable County HOME Consortium does not receive any notices from any town to discontinue their participation in the Consortium within the required thirty (30) days, the County can then proceed with the automatic renewal process for FFY21 thru FFY23 (*PYs 2022 thru 2024*). Documentation for the renewal must be submitted to the HUD Field Office no later than June 30, 2020. HUD would then review the request to renew and complete the eligibility process by September 30, 2020.

We respectfully recommend renewing the HOME Consortium another qualifying three-year term for FFY 2021 through FFY 2023.

² If a town notifies us of their intention to discontinue participation in the Consortium, we would need to determine if we can continue with the Consortium based on which town wishes to discontinue participation due to HUD's geographically contiguous requirement of Consortium members.



**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

February 20, 2020

Samantha Graves, CPD Representative
HUD-Community Planning and Development Office
Thomas P. O'Neill, Jr. Federal Building
10 Causeway Street-Fifth Floor
Boston, MA 02222-1092

Re: Renewal of Barnstable County HOME Consortium

Dear Ms. Graves:

I am writing to inform you of the Barnstable County HOME Consortium's intent to continue as a participating jurisdiction for the federal fiscal years 2021-2023 qualification period. As required under the automatic renewal provision in our Mutual Cooperation Agreement of the Barnstable County HOME Consortium under the Cranston -Gonzalez national Affordable Housing Act, Barnstable County, as lead entity, will notify our fifteen member towns of their right to discontinue their participation in the Barnstable County HOME Consortium.

Thank you,

Jack T. Yunits
Barnstable County Administrator

cc: Barnstable Council HOME Consortium Advisory Council

AGENDA ITEM 8b

Authorizing the appointment to the Barnstable County Health and Human Services Advisory Council of Meg Payne as member and Lisa Bushy as alternate, representing the Visiting Nurse Association of Cape Cod, for a term from February 21, 2020 through May 31, 2023

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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

ADVISORY COUNCIL NOMINATION FORM

Consortia representing: Visiting Nurse Association of Cape Cod

Representative Name & Title: Meg Payne / operations manager

Contact Info: Organization: VNA of Cape Cod

Address: 434 Route 134, suite G-1

South Dennis, MA 02660

Tel #: (508) 957-7737

Email address: mpayne@CapeCodhealth.org

Alternate Name & Title: Lisa Bushy, RN / Public Health Nurse

Contact info: Organization: VNA of Cape Cod

Address: 434 Route 134, suite G-1

South Dennis, MA 02660

Tel #: (508) 957-7616

Email address: Lbushy@CapeCodhealth.org

Nomination Submitted by: Meg Payne 2/18/20
Signature Date

***Please attach your mission statement and membership list of your network or consortia and submit with the nomination form to:**

Barnstable County Department of Human Services
P.O. Box 427
Barnstable, MA 02630

Or via email to maria.silva@barnstablecounty.org

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.

Visiting Nurse Association of Cape Cod, Inc.

MISSION

To coordinate and deliver the highest quality, accessible health services which enhance the health of all Cape Cod residents and visitors.

VISION

We will be the health services provider of choice for Cape Cod residents by achieving and maintaining the highest standards in health care delivery and service quality. To do so, we will partner with other health and human service providers as well as invest in needed medical technologies, human resources and clinical services. Above all, we will help identify and respond to the needs of our community.

VALUES

To be compassionate, respectful, and professional in the way we deliver care.

To be relentless in pursuing continuous quality improvement, emphasizing the power of teamwork.

To be honest, ethical, and open in all our relationships.

To be responsible stewards of the community's resources by working efficiently and cost effectively.

To serve all without regard to sex, race, creed, residence, national origin, sexual orientation, or ability to pay.

**CAPE COD HEALTHCARE
BOARD OF TRUSTEES
2017-2018**

OFFICERS

DeWitt Davenport
Chairman of the Board

Michael K. Lauf
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Vice Chairman

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E. James Mulcahy, Jr.
Nate Rudman, M.D.
Robert Talerma
Sumner Tilton
Robert Wilsterman, M.D.
William Zammer

AGENDA ITEM 8c

Authorizing the approval of a grounds request from the American Cancer Society to use the County's Superior Court Complex for its annual Making Strides Against Breast Cancer Event on October 18, 2020



February 1, 2020

Dear Commissioner:

The American Cancer Society is planning the annual Making Strides Against Breast Cancer event on Sunday October 18, 2020 . We have utilized the courthouse as our start/finish location over the last few years and our participants love it. The location in the village is perfect and of course the walk route is picturesque. We again would like to ask for your permission to use the front courtyard of the Barnstable County Superior Courthouse as our Start/Finish location.

As a vital part of our walk we request the use of the Barnstable County Courthouse Bandstand and parking lot for use as part of our event day activities and parking. Our event will be held (including set-up and breakdown) from 7am to 3pm. We are also asking that access to the bandstand electrical be available so that our radio sponsor may plug in their equipment as in years past. I will reach out to Joe Berlandi about that. We have secured our own restrooms and trash receptacles and will endeavor to keep all areas clean and tidy. The American Cancer Society Making Strides Against Breast Cancer is more than a walk; it demonstrates the progress we are making together to fight this disease. Making Strides does not have a registration fee or minimum fundraising requirements, and unites friends, families, and coworkers to raise awareness and funds to fight breast cancer.

We will be sure to acquire all necessary permitting and town permissions for this event and hope that you will consider joining us on the walk day to celebrate this wonderful event. Your acceptance of this request will help the American Cancer Society save more lives from breast cancer and allow the Barnstable County Courthouse to connect with community members in new and meaningful ways. Breast cancer touches so many people in our community, but it's only when we join together that we will finish the fight. Through the Making Strides Against Breast Cancer walk, the American Cancer Society is doing the most to help people with breast cancer today and striving to find cures to end the disease tomorrow. Your support is what will make it possible to end breast cancer.

I have attached our current certificate of insurance for your review.

If you have any questions, please contact me at 508-367-1542 or Susie.Frost@cancer.org Thank you in advance for your consideration and I look forward to hearing from you. If we have your permission, could you send me an email or letter to the address below, I will use that to get the rest of the permits from the town.

Sincerely,

A handwritten signature in blue ink that appears to read "Susie Frost".

Susie Frost
Community Manager, American Cancer Society
4 Hollyhock Dr. West Barnstable, MA. 02668 (home office)
New England Division P.O. Box 1204, Easton, MA. 02334-1204

AGENDA ITEM 8d

Authorizing the execution of a contract, acting through the Cape Cod Commission, with Quantum Spatial, Inc, in the amount of \$130,700.00, to collect and produce high resolution orthoimagery for a period through August 31, 2020, for a period through August 31, 2020

Contract for Services
Terms and Conditions
Between

Barnstable County acting through the
Cape Cod Commission
3225 Main Street
P. O. Box 226
Barnstable, MA 02630

and

Quantum Spatial, Inc.
10033 MLK Street North
Suite 200
Saint Petersburg, FL 33716-3884

THIS CONTRACT is made this _____ day of _____ 2020 by and between Quantum Spatial, Inc. (hereafter referred to as Contractor) and Barnstable County acting by and through the Cape Cod Commission (hereafter referred to as the Commission), (and together hereafter referred to as the Parties.)

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 Commission 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 Commission harmless from any claims regarding workers' 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 Commission, including costs, benefits and reasonable attorney fees in the event the Contractor files such claim.

2. **Scope of Services.** Under the direction of Anne Reynolds, GIS Director, the Contractor shall perform the scope of services as set forth in Attachment A.

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.** Work in connection with the Contract shall begin upon execution of this contract and continue until August 31, 2020 unless an extension in time is agreed to in writing by both the Commission and the Contractor.

5. Payment:

- A. The Commission shall compensate the Contractor for services provided under Section 2, Scope of Services, a fixed fee of \$130,700.00.
- B. In no event shall the Contractor be reimbursed for time other than that spent providing the described services.
- C. The Contractor may submit invoices as outlined in Attachment A. Upon acceptance of the invoice, payment will be made within thirty (30) days. If an invoice is not accepted by the Commission within fifteen (15) days, it shall be returned to the Contractor with a written explanation for the rejection. At the end of each Commission fiscal year Contractor must submit any outstanding invoices for services performed or delivered during the fiscal year (July 1-June 30) to the Commission no later than July 31st.

D. Reimbursement for Travel and Other Contractor Expenses as follows:

- All travel expenses are included in this Contract. No reimbursement will be made.
- Contractor will be reimbursed for pre-approved travel in an amount not to exceed \$[XX]. Copies of receipts must be submitted. Any expense claimed for which no supporting documentation is provided shall be disallowed.
- Contractor will be reimbursed for OTHER expenses in an amount not to exceed \$[XX] as follows:
[LIST DIRECT COSTS ELIGIBLE FOR REIMBURSEMENT].
Copies of receipts must be submitted. Any expense claimed for which no supporting documentation is provided shall be disallowed.

6. Termination or Suspension of Contract for Cause. If through any sufficient cause, the Contractor or the Commission 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.

7. Termination or Suspension for Convenience of Commission. The Commission shall have the right to discontinue the work of the Contractor and cancel or suspend this Contract by written notice to the Contractor specifying the effective date of such termination or suspension. 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.

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

9. Non-Discrimination in Employment and Affirmative Action. The Contractor shall take affirmative action to ensure that qualified applicants and employees are treated without regard to age, race, color, religion, sex, marital status, sexual orientation, national origin, disability, or Vietnam Era Veteran status. The Contractor agrees to comply with all applicable Federal and State statutes, rules and regulations prohibiting discrimination in employment including but not limited to: Title VII of the Civil Rights Act of 1964, as amended; Massachusetts General Laws Chapter 151B§(1); the Americans with Disabilities Act of 1990; and all relevant administrative orders and executive orders including Executive Order 11246.

10. Subcontracting. None of the services to be provided by the Contractor pursuant to this Contract shall be subcontracted or delegated in whole or in part to any other organization, association, individual, corporation, partnership or other such entity without the prior written approval of the Commission. 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 that are functionally identical to, and consistent with, the provisions of this Contract. The Commission shall have the right to obtain a copy of the subcontract upon request.

11. Interest of Members of Commission and Others. No officer, member or employee of the Commission 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 that 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.

12. **Interest of Contractor.** The Contractor covenants that it presently has no interest and shall not acquire any interest directly or indirectly which would conflict in any manner or degree with the performance of its services hereunder. The Contractor acknowledges that it may be subject to the Massachusetts Conflict of Interest statute, Massachusetts General Laws 268A, and to that extent, agrees to comply with all requirements of the statute in the performance of this Contract.

13. **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 Commission thereto; provided, however that claims for money due or to become due the Contractor from the Commission 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 Commission.

14. **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 Commission 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.

15. **Findings Confidential.** Any reports, information, data, etc., given to or prepared or assembled by the Contractor under this Contract which the Commission 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 Commission.

16. **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 Commission 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.

17. **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.

18. **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 are 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.

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

20. **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.

21. **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 Commission 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 and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200 Subpart A-F.)

22. **Tax Exempt Status.** The Commission is exempt from federal excise, state, and local taxes; therefore, sales to the Commission are exempt from Massachusetts sales and use taxes. If the Commission should become subject to any such taxes during the term of this Contract, the Commission will 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.

23. **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.

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

IN WITNESS WHEREOF, the Commission and Contractor have executed this Contract this _____ day of _____ in the year Two Thousand and Twenty.

FOR THE COMMISSION:



Kristy Senatori, Executive Director
2/19/2020

Date

FOR THE CONTRACTOR:



Robert Vander Meer, Vice President
02/12/2020

Date

FOR BARNSTABLE COUNTY:

Ronald Bergstrom, Chair

Mary Pat Flynn, Vice-Chair

Ronald Beaty, Commissioner

Date

Attachment A Scope of Work

Aerial images will be collected in spring 2020 (leaf off), using digital sensors to collect 4-band color data for both natural color and color infrared uses. The resulting orthoimages will have 7.5cm pixel resolution.

Deliverables will include digitally collected four-band color orthoimagery covering all Participants (see attached CapeOrtho Participants and Coverage Area map). A shapefile, which identifies the areas of interest is also provided. Deliverables will also include non-orthorectified imagery and photogrammetric project files suitable for stereoscopic analysis. Deliverables are detailed in Section IV.

The Commission will manage the commercial production contract. Aerotriangulation and orthophoto processing to be conducted under the direct supervision of an ASPRS Certified Photogrammetrist. The final project deliverables, including all imagery and supporting documentation, are scheduled to be completed and delivered by or before July 15, 2020.

Quality Assurance will be conducted using the vendor's best professional practices. The orthoimagery from this project will be made available without license restrictions.

Technical Requirements:

Acquisition

Area of Coverage: Participating areas are shown in Attachment A and the accompanying shapefile. See the tiling scheme to ensure that overlap requirements are met. Image raster data will match exactly without gaps or overlap between data tiles and must fit precisely within the Index Map boundaries provided.

Ground Control Report: Description of the equipment, procedures, and accuracy level of the ground control survey; list of all ground control points and photo identifiable points used for ground control, including the point ID, northing, easting, and elevation; copies of the ground control field notes, with sketches and photos for each point location; and a map showing the ground control station locations with their corresponding point IDs.

Aerial Triangulation Report: An aero triangulation / photo orientation report in digital form.

Imagery Bands: 4-band (true color & near infrared)

Acceptable Window: Spring 2020, generally thought to be from February 1, 2020 and continue through April 30, 2020.

Acquisition Conditions: Leaf off, snow free, free from clouds, smoke, haze, light streaks, flooding (streams/rivers in banks), and excessive soil moisture.

Sun angle: Greater than 30 degrees over entire project. Minimal shadows, generally between 10am and 2pm.

Resolution: 7.5 cm Ground Sample Distance (pixel resolution)

Processing

Source Elevation data: Most current LiDAR data, either from 2020(pending funding) or USGS/ARRA Northeast LIDAR Project; USGS Sandy Supplement LiDAR Project; FEMA LiDAR from flood studies; Other elevation data suitable for 7.5 cm orthoimagery including data collected by vendor for this purpose. The vendor shall be responsible for establishing and surveying both horizontal and vertical control required producing mapping which meets Class 1 ASPRS standards for 1" =40' mapping.

Horizontal Accuracy: The horizontal positional accuracy shall not exceed 0.38-meters NSSDA 95% confidence (0.22-meters Root Mean Squared (RMSE) Error XY (0.15-meter RMSE X or Y). Mapping accuracy must meet ASPRS standards suitable for 40-scale Planimetrics.

Vertical Accuracy: Any elevation data collected specifically for this project shall support compilation of 1-foot contours and must meet ASPRS standards.

Datum: Vertical datum shall be NAVD88.

Image Types: 1. Non-orthorectified, uncompressed imagery and photogrammetric project files suitable for stereoscopic viewing. 2. Orthorectified, uncompressed GeoTIFFs with no overedge. Data shall not be compressed during any phase of the production or delivery process. 3. Orthorectified, compressed at 80:1 Mr SID mosaics.

Processing: Orthophotos shall be mosaicked using optimally placed seamlines to minimize the negative aesthetic impact of seams between photos. Color and tone balancing must be performed to achieve a uniform appearance throughout the project area. No striping shall be visible in the delivered product at any scale.

Projection: 1. Orthorectified, uncompressed GeoTIFF images shall be referenced to UTM projection Zone 19 and coordinate system (meters) using horizontal datum NAD83. 2. Orthorectified, compressed Mr SID mosaic images shall be referenced to Massachusetts State Plane (Mainland) projection and coordinate system (meters) using horizontal datum NAD83.

Tiling Scheme: The tiling scheme (see accompanying zip file) shall be consistent with the 2013 and 2014 Massachusetts orthoimagery project. Tiles in that scheme are 750 meters X 750 meters cut at even 750-meter grid lines with no overedge. Corner coordinates are based on the UTM Grid and shall be evenly divisible by 750 meters. The quarter-tile grid shall completely cover the participant's area, plus all quarter-tiles within or touching a 200-foot buffer from the area's boundary.

Additional quarter tiles to be acquired, processed, and delivered include all that are touched by 4 qualifying quarter tiles. A qualifying tile is within 200 feet of a participant's area or one that becomes a qualifying tile based on the previous sentence.

File Names: The quarter tile file name shall be consistent with the parent tile of the MassGIS project's 750-meter X 750-meter grid. The parent tile name shall be derived from the southwest corner of each tile and shall be based on the U.S. National Grid and will include Grid Zone Designation (GZD), 100,000-meter block designator and X and Y grid coordinates at a 100-meter level of granularity. Appended to this file name, by way of an underscore, shall be the cardinal direction that identifies the quarter-tile's location within the parent tile. Cardinal directions in all instances shall be shown as 2-letter abbreviations NW, NE, SW, or SE. For example: 22829065_NE

Deliverables

Note: All deliveries will be in conventional soft copy formats via external hard drive or as mutually agreed upon at time of transfer.

1. Ground Control Report
2. Aerial Triangulation Report: Aerotriangulation and orthophoto processing to be conducted under the direct supervision of an ASPRS Certified Photogrammetrist.
3. Pilot Samples: Provide samples of representative areas to be determined prior to the processing of the region.
4. Non-orthorectified, uncompressed imagery and project files suitable for development of 40-scale Planimetrics by a vendor of the participants choice. Such files should include uncompressed imagery, stereo pairs, AT control solution, stereo models & setup files in conventional softcopy formats.

5. Photo Center Points A point feature class of the centroid of all non-orthorectified imagery for cataloging.
6. Orthorectified, uncompressed imagery: Data shall not be compressed during any phase of the production or delivery process. Tiles will be consistent with MassGIS 2013-2014 imagery. Referenced to UTM projection and coordinate system (meters) using horizontal datum NAD83.
7. Orthorectified, compressed imagery: Mr SID with 80:1 compression ratio. Mosaic should completely cover the participant's area, plus all quarter-tiles within or touching a 200-foot buffer from their defined boundary. Referenced to Massachusetts Mainland State Plane projection and coordinate system (meters) using horizontal datum NAD83.
8. Metadata

Anticipated Schedule:

Delivery of ground control report	April 30, 2020 or earlier
Estimated delivery of final versions of all products to Commission	July 15, 2020

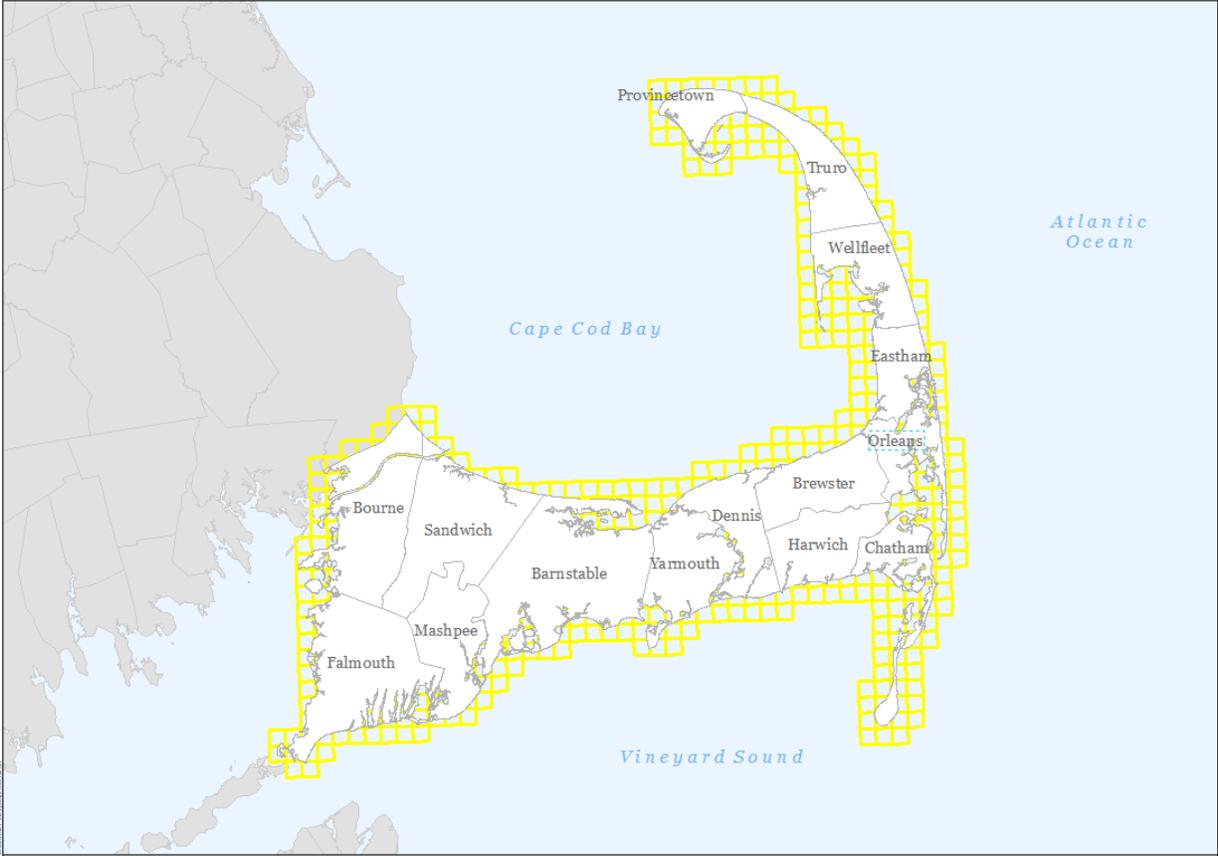
Budget

The fixed fee for the project is \$130,700.00.

Periodic payments may be requested as follows:

- 50% upon delivery and receipt of ground control report
- 50% upon completion of project and receipt of all deliverables

Coverage Area (see also zip file containing quarter tiles)



AGENDA ITEM 8e

Authorizing the discharge of a mortgage by Anne M. Minor to Barnstable County, acting by and through the Cape Cod Commission, dated February 9, 2004, and recorded with the Barnstable County Registry of Deeds in Book 18300, Page 36

DISCHARGE OF MORTGAGE

Barnstable County, acting by and through the Cape Cod Commission, the holder of a mortgage by **Anne M. Minor**, to **Barnstable County**, acting by and through the Cape Cod Commission, dated February 9, 2004 recorded with the Barnstable County Registry of Deeds in Book 18300 Page 36 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: _____