

BOARD PACKET
04/29/20 REGULAR MEETING



BARNSTABLE COUNTY

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

THE REGIONAL GOVERNMENT OF CAPE COD

Board of Regional Commissioners

REGULAR MEETING AGENDA



DATE: 10:00 A.M

TIME: April 29, 2020

PLACE: Note: The meeting will be held through remote participation by the Board of Regional Commissioners pursuant to Massachusetts Governor Charles D. Baker's Order Suspending Certain Provisions of the Open Meeting Law on March 12, 2020. All public comments or questions should be directed to Jack Yunits, County Administrator, at jack.yunits@barnstablecounty.org. The Board will address any submissions at its next meeting.

1. Call to Order
2. Pledge of Allegiance
3. Moment of Silence
4. Public Comment
5. Approval of Minutes
 - a. Regular Meeting of April 22, 2020
6. General Business
 - a. Update on COVID-19 (Novel Coronavirus) and Barnstable County
 - b. Request by Julie Wake, Executive Director of the Arts Foundation of Cape Cod, to support its Cape Cod Arts Relief Fund
 - c. Request by the Barnstable County Human Rights Advisory Commission to support its opposition to the United States Department of Interiors' recent decision denying the right of the Wampanoag Tribe to hold land in trust

- d. Discussion and status update on the County Dredge Program
- e. Authorizing the execution of an amendment to a contract with Foth Infrastructure & Environment, LLC, executed May 28, 2019, to provide consultant support services for the County Dredge, for a period from May 28, 2019 through May 28, 2020, to add the preparation of a 5-year Business Plan for County Dredge Operations to the scope of services, and extend the time of performance through November 28, 2020

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

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

8. Commissioners' Actions

- a. Authorizing the execution of an agreement for a grant from the United States Economic Development Administration to the Cape Cod Commission, in the amount of \$1,050,000.00 with a match of \$1,050,000.00, to fund the project: Environmental and Economic Resiliency-Focused Strategies, Barnstable County Region, MA, for a period from April 14, 2020 through April 13, 2022
- b. Authorizing the award of a contract to, and execution of contract with, Sprague Operating Resources, LLC for the supply and delivery of #2 Fuel Oil to Political Subdivisions in Barnstable County, for a period from July 01, 2020 through June 30, 2021
- c. Authorizing the award contracts to, and execution of contracts with: Cape Cod Biofuels; Noonan Brother Petroleum; and Sprague Operating Resources, LLC for the supply and delivery of Gasoline & Diesel fuel to the County Dredge and other Political Subdivisions, for a period from July 01, 2020 through June 30, 2021

9. Commissioners' Reports

10. County Administrator and Staff Reports

11. Adjournment

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



DOCUMENT LIST

Agenda Item 5a:

- Draft minutes of the Board of Regional Commissioners' Regular Meeting of April 22, 2020

Agenda Item 6b:

- Request by Julie Wake, Executive Director of the Arts Foundation of Cape Cod, to support its Cape Cod Arts Relief Fund, dated April 24, 2020

Agenda Item 6c:

- Draft Language by the Barnstable County Human Rights Advisory Commission expressing its opposition to the United States Department of Interiors' recent decision denying the right of the Wampanoag Tribe to hold land in trust

Agenda Item 6d:

- Scope of Services for Development of a 5-year Business Plan for the Barnstable County Dredge Program

Agenda Item 6e:

- Contract with Foth Infrastructure & Environment, LLC, executed May 28, 2019, to provide consultant support services for the County Dredge, for a period from May 28, 2019 through May 28, 2020
- Amendment to a contract with Foth Infrastructure & Environment, LLC, executed May 28, 2019, to provide consultant support services for the County Dredge, for a period from May 28, 2019 through May 28, 2020, to add the preparation of a 5-year Business Plan for County Dredge Operations to the scope of services, and extend the time of performance through November 28, 2020

Agenda Item 8a:

- Agreement for a grant from the United States Economic Development Administration to the Cape Cod Commission, in the amount of \$1,050,000.00 with a match of \$1,050,000.00, to fund the project: Environmental and Economic Resiliency-Focused Strategies, Barnstable County Region, MA, for a period from April 14, 2020 through April 13, 2022

Agenda Item 8b:

- Memorandum dated April 24, 2020 to the County Commissioners from Jennifer Frates, Chief Procurement Officer regarding Notice of Bid Award - #7903 - Supply and Delivery of #2 Fuel Oil

Agenda Item 8c:

- Memorandum dated April 24, 2020 to the County Commissioners from Jennifer Frates, Chief Procurement Officer regarding Notice of Bid Award - #7904 - Supply and Delivery of Gasoline & Diesel Fuel

AGENDA ITEM 5a

Regular Meeting of April 22, 2020

COMMONWEALTH OF MASSACHUSETTS

Barnstable, ss.

At a regular meeting of the Barnstable County Board of Regional Commissioners on the twenty-second day of April, A.D. 2020, held through remote participation pursuant to Massachusetts Governor Charles D. Baker's Order Suspending Certain Provisions of the Open Meeting Law on March 12, 2020

Board Regional Commissioners:

Ronald R. Beaty Present remotely

Ronald Bergstrom Present remotely

Mary Pat Flynn Present remotely

Staff Present Remotely:

Jack Yunits County Administrator

Owen Fletcher Executive Assistant, Administration

Sean O'Brien Director, Health and Environment

Beth Albert Director, Human Services

Ian Roberts Technical Support Specialist, Information Technology

1. Call to Order

Chairman Bergstrom called the meeting to order at 10:00 A.M. The Chairman noted the Board held the meeting through remote participation pursuant to Massachusetts Governor Charles D. Baker's Order Suspending Certain Provisions of the Open Meeting Law on March 12, 2020.

2. Pledge of Allegiance

The Chairman called for a moment of silence to support members of the United States Armed Forces serving at home and abroad.

3. Moment of Silence

Chairman Bergstrom asked for a moment of silence to support members of the United States Armed forces serving both at home and abroad.

4. Public Comment

The Board permitted members of the public to join the meeting online, asked that all public comments or questions be directed Mr. Yunits by phone or email, and stated the Board would address any submissions at its next meeting. No members of the public offered comment.

5. Approval of Minutes

a. Regular Meeting of April 15, 2020

Motion by Commissioner Beaty to approve the minutes of the Board of Regional Commissioners' Regular Meeting of April 15, 2020 as presented, 2nd by Commissioner Flynn, approved 3-0-0

6. General Business

a. Update on Coronavirus 2019 (COVID-19) and Barnstable County

Mr. O'Brien updated the Board on the latest statistics regarding the virus. He reported there were approximately seven hundred confirmed cases and twenty-two fatalities. Mr. Beaty asked about the hospital capacity given the infection rate on Cape Cod, whether Mr. O'Brien was aware of the current Center for Disease Control guidelines, and the ability of Barnstable County to implement them when cases fall for two weeks. Mr. O'Brien noted that Barnstable County hospitals were at less than approximately fifty percent capacity. He also noted that the cases were still increasing but slower. Mr. Yunits and Mr. O'Brien stressed that decisions regarding re-opening are decisions for Governor Baker and the Commonwealth rather than the County. Chairman Bergstrom agreed with that interpretation.

b. Discussion and status update on the County Dredge Program

Mr. Yunits informed the Board regarding recent damage to the Dredge from the recent storm. Mr. Yunits also reported to the Board regarding the work of Christine Player, Senior Project Manager from Foth Infrastructure & Environment, LLC, the County Dredge consultant. The Board had a lengthy discussion regarding permitting, hiring a new Dredge Superintendent, utilizing at least two dredges always, and completing a business plan. Mr. Yunits also discussed the recent weather and the problems presented by distancing required by COVID-19.

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

There was no new business at this meeting.

8. Commissioners' Actions

- a. **Authorizing the execution of an agreement for a grant from the Massachusetts Office for Victim Assistance (MOVA), funded by the United States Department of Justice, under the Victims of Crime Act (VOCA), in the amount of \$377,744.00 to the Children's Cove for a period from July 01, 2020 through June 30, 2022**

Motion by Commissioner Beaty to authorize the execution of an agreement for a grant from the Massachusetts Office for Victim Assistance (MOVA), funded by the United States Department of Justice, under the Victims of Crime Act (VOCA), in the amount of \$377,744.00 to the Children's Cove for a period from July 01, 2020 through June 30, 2022, as presented, 2nd by Commissioner Flynn, approved 3-0-0

- b. **Authorizing the award of a contract to, and execution of a contract with, Capeway Roofing Systems Inc. to furnish all labor, materials and equipment and to perform all work required to replace the existing roof on the First District Courthouse, for a total cost of \$165,400**

Motion by Commissioner Flynn to authorize the award of a contract to, and execution of a contract with, Capeway Roofing Systems Inc. to furnish all labor, materials and equipment and to perform all work required to replace the existing roof on the First District Courthouse, for a total cost of \$165,400, as presented, 2nd by Commissioner Beaty, approved 3-0-0

Mr. Reynolds and Mr. Yunits explained the nature of the work and the warranties on the roof. Mr. Reynolds noted vendor guaranteed the work on the roof for twenty-five years. He explained the work was required immediately due to the County's responsibility as a landlord to the Commonwealth's Trial Courts. Mr. Yunits noted the Commonwealth would eventually reimburse the costs.

- c. **Authorizing the execution of the discharge of a mortgage by Dean M. Clarke to Barnstable County, acting by and through the Cape Cod Commission, dated October 27, 2006 recorded with the Barnstable County Registry of Deeds in Book 21474, Page 212**

Motion by Commissioner Flynn to reappoint Ronald Bergstrom to the Cape Cod Commission as the County Commissioner Representative for a one-year term from

April 25, 2020 through April 24, 2021, as presented, as presented, 2nd by Commissioner Beaty, approved 3-0-0

- d. Authorizing the subordination of a mortgage by David B. Mahler to Barnstable County, acting by and through its County Commissioners, dated March 30, 2010 and recorded in the Barnstable County Registry of Deeds (the “Registry”) in Book 24449, Page 180**

Motion by Commissioner Flynn to reappoint John Harris to the Cape Cod Commission as the Minority Representative for a one-year term from April 25, 2020 through April 24, 2021, as presented, 2nd by Commissioner Beaty, approved 3-0-0

Ms. Albert and Mr. Michael Dutton, the County HOME Program’s attorney, answered questions from the Board. They noted that the County should subordinate its position on the loan in this case due to special circumstance cause by COVID-19. He also noted the County was in no worse position. The Board noted that it felt mortgagees should pay the County back when refinancing loans.

- e. Authorizing the execution of Certificates for Dissolving Septic Betterments**

Motion by Commissioner Flynn to authorize the execution of Certificates for Dissolving Septic Betterments, as presented, 2nd by Commissioner Beaty, approved 3-0-0

9. Commissioners’ Reports

The Commissioners offered no reports at this meeting

10. County Administrator and Staff Reports

Mr. Yunits spoke about the County’s efforts to coordinate with business owners on re-opening the Cape. Commissioner Flynn spoke about her concerns regarding additional training for lifeguards this summer due to COVID-19.

11. Adjournment

Barnstable, ss. at 10:46 A.M. on this twenty-second day of April A.D. 2020, motion by Commissioner Beaty to adjourn, 2nd by Commissioner Flynn, approved 3-0-0

List of Documents:

- Draft minutes of the Board of Regional Commissioners' Regular Meeting of April 15, 2020
- Agreement for a grant from the Massachusetts Office for Victim Assistance (MOVA), funded by the United States Department of Justice, under the Victims of Crime Act (VOCA), in the amount of \$377,744.00 to the Children's Cove for a period from July 01, 2020 through June 30, 2022
- Memorandum dated April 16, 2020 to the County Commissioners from Jennifer Frates, Chief Procurement Officer, regarding "Notice of Bid Award - #7902 – First District Court Roof Replacement"
- Discharge of a mortgage by Dean M. Clarke to Barnstable County, acting by and through the Cape Cod Commission, dated October 27, 2006 recorded with the Barnstable County Registry of Deeds in Book 21474, Page 212
- Subordination of a mortgage by David B. Mahler to Barnstable County, acting by and through its County Commissioners, dated March 30, 2010 and recorded in the Barnstable County Registry of Deeds (the "Registry") in Book 24449, Page 180
- Memorandum dated April 16, 2020 to the Board of the Regional Commissioners from Community Septic Management Loan Program with the subject Certificates for Dissolving Septic Betterments

Approved, Board of Regional Commissioners:



Ronald Bergstrom, Chair



Mary Pat Flynn, Vice-Chair



Ronald R. Beaty, Commissioner

4/29/2020
Date

The foregoing records have been read and approved, April 29, 2020

A true copy, attest:




Janice O'Connell, Regional Clerk

AGENDA ITEM 6b

Request by Julie Wake, Executive Director of the Arts Foundation of Cape Cod, to support its Cape Cod Arts Relief Fund

COMMONWEALTH OF MASSACHUSETTS

BARNSTABLE, SS.

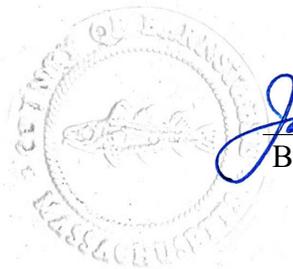
At a regular meeting of the Barnstable County Board of Regional Commissioners, in the Commissioners Conference Room, in the Superior Courthouse, on the twenty-ninth day of April, A.D. 2020, motion by Commissioner Beaty to send a letter of support from the Board of Regional Commissioners to the County Economic Development Committee for the Arts Foundation of Cape Cod, to support its Cape Cod Arts Relief Fund, 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, April **29**, 2020



Janice O'Connell
Barnstable County Regional Clerk



The mission of the Arts Foundation of Cape Cod is to support, promote, and celebrate the arts and culture of Cape Cod in order to sustain a vibrant, diverse and strong arts community.

RE: Arts Foundation of Cape Cod's request for funding - April 24, 2020

We are seeking funding to support the Cape Cod Arts Relief Fund. Cape Cod has a rich cultural landscape, with almost 100 museums, hundreds of galleries and craft studios, and dozens of theaters, all contributing to the cultural and economic landscape of the region. The COVID-19 pandemic has forced local artists to cancel work for the foreseeable future and cultural nonprofits to temporarily shut their doors. Performances and fundraisers are postponed indefinitely. As of March 22, 2020, "Massachusetts nonprofit cultural organizations had already experienced a loss of more than \$55.7 million" (Kathi Scrizzi Driscoll 'Layoffs, Cancellations Hit Cape Cod Arts World, Cape Cod Times, March 25, 2020). The impact from COVID-19 will devastate the Cape Cod economy and, in particular, the Cape's creative economy. In an effort to help the members of our Cape Cod cultural community, the AFCC has launched the Cape Cod Arts Relief Fund, one-time relief funds of up to \$500 per individual artist. As of today, the AFCC has distributed almost \$13,000 and is about to release another \$15,000 in the next ten days. Applicants must be artists who live, work, create, and/or perform in Barnstable County and have been financially impacted as a result of the pandemic.

A second phase of this effort will focus on cultural nonprofits and ways the AFCC can support them once the pandemic is over. The AFCC is working to build a stronger, more robust grant bucket where we can provide general operating support in the fall. Between now and then, we're working closely with local arts organizations on what life will look like post-pandemic and how we can help with everything from general operating budgets to bolstering virtual programming to creating more access to the arts for everyone.

Amount Requested:

\$30,000

What is our funding goal is?

\$100,000

What will the money be used for?

Phase I of the program will be focused on individuals who have lost paid opportunities for work due to the impact of the coronavirus. One-time payments will be available to artists, musicians, teachers, and others. Phase II will focus on local cultural organizations and assisting them in determining what their programming will be as they move forward through this crisis and what their organization will look like after the crisis has passed. Projects funded might include

investing in technology and other creative ways to support innovation and help cultural organizations provide access to the arts in this challenging environment.

What will the community impact of your project be?

Several programs have sprung up to help Cape Codders negatively affected by this pandemic, and through the Cape Cod Arts Relief Fund, we hope to lift the burden, even a little, on the Cape Cod arts community. The community impact of this project can be summed up in a quote by AFCC Executive Director Julie Wake: “The creative community will face devastating impacts as a result of the economic fallout from this pandemic, and this fund will address an urgent need. As the Cape’s regional arts nonprofit, we have an obligation to ensure that these impacts are minimized so our local artists can continue making art and our local nonprofits can continue to operate when this is over.”

How will the County’s support be recognized?

We are creating a web page dedicated on this program, and all funders will be prominently listed.

Who will the project serve? (beneficiaries, income groups, age groups, etc.)

The project will serve artists and arts organizations who live, work, create, and/or perform in Barnstable County.

How will the outcome of the project be measured?

Once this crisis is over, we hope to look at the cultural landscape of Cape Cod and see that we were able to help minimize the negative financial impact on Cape Cod’s cultural community. We will measure the outcome of the Cape Cod Arts Relief Fund by the number of artists and arts organizations we provide financial assistance to. *We will be speaking with the Cape Cod Commission to help us organize a survey that will measure the economic impact of COVID19 in the arts and culture sector.*

Other sources of income?.

Our major fundraisers of the year are the annual Pops by the Sea concert and our Prelude to Summer auction. The auction has been postponed from June to the fall, and we are hoping the Pops concert, currently scheduled for August 9, 2020, will be able to go on as planned, but in the current environment, obviously that is uncertain. Other sources of income include individual contributions, grants, sponsorships, and an annual fund Patron Program for businesses and individuals. *This funding is critical to the AFCC’s ability to serve the arts community especially if our regular fundraisers are cancelled.*

Thank you for the opportunity. We understand this is a challenging time across sectors. We are grateful for the consideration and any support you can provide.

Julie Wake

Executive Director

508-360-3612 CELL

AGENDA ITEM 6c

Request by the Barnstable County Human Rights Advisory Commission to support its opposition to the United States Department of Interiors' recent decision denying the right of the Wampanoag Tribe to hold land in trust

COMMONWEALTH OF MASSACHUSETTS

BARNSTABLE, SS.

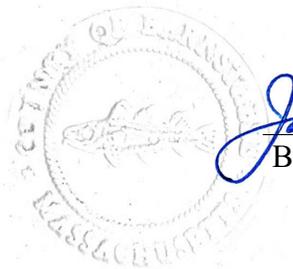
At a regular meeting of the Barnstable County Board of Regional Commissioners, in the Commissioners Conference Room, in the Superior Courthouse, on the twenty-ninth day of April, A.D. 2020, motion by Commissioner Beaty to authorize the Barnstable County Human Rights Advisory Commission to issue a statement expressing its opposition to the United States Department of Interiors' recent decision denying the right of the Wampanoag Tribe to hold land in trust, 2nd by Commisisoner Flynn, approved 3-0-0

Ronald Bergstrom, Chair: Y

Mary Pat Flynn, Vice Chair: Y

Ronald R. Beaty, Commissioner: Y

A true copy, Attest, April **29**, 2020



Janice O'Connell
Barnstable County Regional Clerk

FOR IMMEDIATE RELEASE



BARNSTABLE COUNTY HUMAN RIGHTS ADVISORY COMMISSION

For Immediate Release

Media Contact: Susan Quinones, Barnstable County Human Rights Coordinator
susan.quinones@barnstablecounty.org
(508) 375-6611

BARNSTABLE COUNTY HUMAN RIGHTS ADVISORY COMMISSION SUPPORTS THE MASHPEE WAMPANOAG TRIBE

(Barnstable, MA - May 5, 2020) - The Barnstable County Human Rights Advisory Commission (HRAC) supports the Mashpee Wampanoag Tribe in action against the Department of Interior.

The Human Rights Advisory Commission of Barnstable County, out of respect for the Mashpee Wampanoag Tribe and the long, traumatic history they endured, express our extreme displeasure with the Department of Interior's recent decision denying the Tribe's right to hold land in trust. At a time when we are collectively sharing significant challenges and together experiencing a period of tremendous hardship, the HRAC hopes that the Department focuses on the immense value of the Tribe and work to ensure a path of cooperation and respect.

2020 is the year that we commemorate the 400th anniversary of the Mayflower voyage and the founding of Plymouth Colony. This history cannot be told without honoring the immense contribution of the Wampanoag people that are still among us. Thus, we urge the Department to initiate a complete review of the denial and engage in the process of reconsideration that accounts for the full history of this great Tribe. Fairness dictates no other course of action.

ABOUT THE BARNSTABLE COUNTY HUMAN RIGHTS ADVISORY

COMMISSION: The mission of the Human Rights Advisory Commission is to promote equal opportunity for all persons of Barnstable County regardless of race, color, religious creed, national origin, gender, age, ancestry, sexual or affectional preference marital, family or military status, source of income, neighborhood or disability, where unlawful discrimination exists in housing, employment, education, public accommodations, town or county services, insurance, banking, credit and health care. Learn more at <https://www.barnstablecountyhrac.org/>

AGENDA ITEM 6d

Discussion and status update on the County Dredge Program



SCOPE OF SERVICES FOR

Development of a 5-year Business Plan Barnstable County Dredge Program

Below is a summary of the anticipated scope of services that will need to be performed by FOTH (or sub-consultant, as needed) to help formulate a 5-year Business Plan for the County Dredge Program:

2020 Planning Survey

Develop and distribute survey requesting data from each Town that defines anticipated hydraulic dredging needs over the next 5-years, potential mechanical dredging needs and storage opportunities/locations for equipment.

Deliverables:

- County-wide 5-year Dredge Plan prioritizing projects from all (15) Towns that utilize the program based upon dredge frequencies, volumes, pipeline/booster requirements and regulatory Time of Year (TOY) restrictions.
- Preliminary Assessment of Mechanical Dredging needs throughout the County.
- Identification of storage locations to support current and future equipment owned/maintained by the County.

Equipment Inventory & Condition Assessment

- Compile a list of all equipment owned and operated by the County, assess conditions and determine maintenance and/or replacement needs and associated costs.
- Identify additional equipment needs to support anticipated 5-year plan and associated costs.

Labor Needs

- Identify 5-year staffing needs, qualifications, hiring practices, competitive rates/benefits to support annual operations.
- Assist the County/Human Resource Dept. in developing job descriptions as required to advertise for the hiring of administrative and field personnel essential to the dredge program.

Deliverable: 5-year Staffing Plan and Job Postings

General Safety Plan

Develop an industry standard/OSHA compliant safety plan for in-house operation and maintenance of dredging equipment.

Deliverable: Safety Plan



Limitations of County Dredge Operations

Identify operational limitations including, but not limited to, maximum pumping distances with and without booster and ancillary support services such as, beach grading, dewatering pit construction, mooring removal/reinstallation, safety, etc.

Deliverable: Standardized document identifying the services that the County can and cannot provide to the Towns.

County Dredge Program Fee Structure

Re-assess fees for Towns to utilize the County Dredge Program based upon consideration given to:

- Capital, maintenance, and replacement costs for equipment
- Annual revenue and expenses to support break-even operation
- Administrative and operational labor costs (including insurance and benefits)
- Identification/evaluation of uncertainties
- Equipment breakdown and weather impacts
- Ancillary costs (pre & post dredge surveys, calculation of payment volumes and regulatory support services, etc.)

Deliverable: New fee table for review/approval by County Commissioners and distribution to Towns.

COMMONWEALTH OF MASSACHUSETTS

BARNSTABLE, SS.

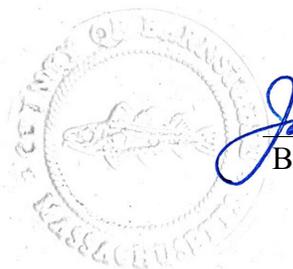
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Ronald Bergstrom, Chair: Y

Mary Pat Flynn, Vice Chair: Y

Ronald R. Beaty, Commissioner: Y

A true copy, Attest, April **29**, 2020



Janice O'Connell
Barnstable County Regional Clerk

AGENDA ITEM 8a

Authorizing the execution of an agreement for a grant from the U.S. Economic Development Administration to the Cape Cod Commission, in the amount of \$1,050,000.00, with a match of \$1,050,000.00, to fund the project: Environmental and Economic Resiliency-Focused Strategies, Barnstable County Region, MA, for a period from April 14, 2020 through April 13, 2022

GRANT COOPERATIVE AGREEMENT

FINANCIAL ASSISTANCE AWARD

FEDERAL AWARD ID NUMBER
01-69-14936; URI: 114264

RECIPIENT NAME
Barnstable County acting through the Cape Cod Commission

PERIOD OF PERFORMANCE
24 months from date of award

STREET ADDRESS
3225 Main Street

FEDERAL SHARE OF COST
\$ **1,050,000**

CITY, STATE, ZIP CODE
Barnstable, MA 02630-1105

RECIPIENT SHARE OF COST
\$ **1,050,000**

AUTHORITY
Public Works and Economic Development Act of 1965, as amended, (42 U.S.C.)

TOTAL ESTIMATED COST
\$ **2,100,000**

CFDA NO. AND NAME

PROJECT TITLE
Environmental and Economic Resiliency-Focused Strategies, Barnstable County Region, MA

This Award Document (Form CD-450) signed by the Grants Officer constitutes an obligation of Federal funding. By signing this Form CD-450, the Recipient agrees to comply with the Award provisions checked below and attached. Upon acceptance by the Recipient, the Form CD-450 must be signed by an authorized representative of the Recipient and returned to the Grants Officer. If not signed and returned without modification by the Recipient within 30 days of receipt, the Grants Officer may unilaterally withdraw this Award offer and de-obligate the funds.

- DEPARTMENT OF COMMERCE FINANCIAL ASSISTANCE STANDARD TERMS AND CONDITIONS
- R & D AWARD
- FEDERAL-WIDE RESEARCH TERMS AND CONDITIONS, AS ADOPTED BY THE DEPT. OF COMMERCE
- SPECIFIC AWARD CONDITIONS
- LINE ITEM BUDGET
- 2 CFR PART 200, UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS, AS ADOPTED PURSUANT TO 2 CFR § 1327.101
- 48 CFR PART 31, CONTRACT COST PRINCIPLES AND PROCEDURES
- MULTI-YEAR AWARD. PLEASE SEE THE MULTI-YEAR SPECIFIC AWARD CONDITION.
- OTHER(S): Department of Commerce Financial Assistance Standard Terms and Conditions (April 30, 2019)

OIG Fraud Awareness Training PowerPoint

SIGNATURE OF DEPARTMENT OF COMMERCE GRANTS OFFICER
Linda A. Cruz-Carnall, Regional Director MARGUERITE MCGINLEY
Digitally signed by MARGUERITE MCGINLEY
Date: 2020.04.24 08:15:38 -04'00'

DATE
04/14/20

PRINTED NAME, PRINTED TITLE, AND SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL
Ronald Bergstrom, Chair, Barnstable County Board of Regional Commissioners

DATE
4/29/2020

SPECIFIC AWARD CONDITIONS
U.S. DEPARTMENT OF COMMERCE
ECONOMIC DEVELOPMENT ADMINISTRATION (EDA)

NON-CONSTRUCTION PROJECTS: Economic Adjustment Assistance, Short Term Planning, and Technical Assistance Programs under Sections 203, 207, and 209 of the Public Works and Economic Development Act of 1965, as amended, 42 U.S.C. §§ 3143, 3147 & 3149

Project Title: Environmental and Economic Resiliency Strategies for Barnstable County Region in Massachusetts	
Recipient Name: Barnstable County acting through the Cape Cod Commission, Barnstable, Massachusetts	Project Number: 01-69-14936

1. This EDA Award supports the work described in the approved final scope of work attached hereto as Exhibit 1, which is incorporated by reference into this Award as the *Authorized Scope of Work*.

The *Authorized Scope of Work* for this project includes: Development and implementation of multi-pronged planning initiatives to assist Barnstable Region to address economic vulnerability to storm induced impacts and coastal hazards impacting businesses across the Barnstable Region including; collection and assessment of data, assessment of economic resiliency challenges, stakeholder engagement and development of decision-support tools and resources to improve decision -making in local planning and response efforts.

All work on this project must be consistent with the *Authorized Scope of Work*, unless the Grants Officer has authorized a modification of the scope of work in writing through an amendment memorialized by a fully executed Form CD-451.

2. The Recipient Contact's name, title, address, telephone number, and email address are:

Ms. Gail Coyne Operations Manager Phone: (508) 744-1202 Email: gcoyne@capecodcommission.org	Barnstable County acting through the Cape Cod Commission 3225 Main Street Barnstable, MA 02630-1105
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3. The Grants Officer is authorized to award, amend, suspend, and terminate financial assistance awards. The Grants Officer is:

Linda Cruz-Carnall Regional Director Phone: (215) 597-4603 Fax: (215) 597-1063 Email: lcruz-carnall@eda.gov	Economic Development Administration Philadelphia Regional Office Robert Nix Federal Building 900 Market Street, Room 602 Philadelphia, PA 19107
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4. The Federal Program Officer (Area Director) oversees the programmatic aspects of this Award. The Federal Program Officer is:

Marguerite McGinley Area Director Phone: (215) 597-8822 Fax: (215) 597-1063 Email: mmcginley@eda.gov	Economic Development Administration Philadelphia Regional Office Robert Nix Federal Building 900 Market Street, Room 602 Philadelphia, PA 19107
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5. The EDA Project Officer is responsible for day-to-day administration and liaison with the Recipient and receives all reports and payment requests. The Project Officer is:

Debra Beavin Economic Development Representative Phone: (215) 597-8719 Fax: (215) 597-1063 Email: DBeavin@eda.gov	Economic Development Administration Philadelphia Regional Office Robert Nix Federal Building 900 Market Street, Room 602 Philadelphia, PA 19107
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6. **ADDITIONAL INCLUDED DOCUMENTS:** In addition to the regulations, documents, or authorities incorporated by reference on the Financial Assistance Award (Form CD-450), the following additional documents are incorporated by reference into this Award:

- The Recipient’s application, including any attachments, project descriptions, schedules, and subsequently submitted supplemental documentation;
- Authorized Scope of Work (Exhibit 1)
- Authorized Staffing Plan (Exhibit 2)
- Authorized Performance Measures (Exhibit 3)

Should there be a discrepancy among these documents, the Specific Award Conditions (this document), including any attachments, shall control.

7. **PROJECT DEVELOPMENT TIME SCHEDULE:** The Recipient agrees to the following Project Development Time Schedule:

Return of Executed Financial Assistance Award	No later than 30 calendar days after receipt of Form CD-450
Authorized Award End Date.....	24 months from the Date of Award
Submission of Final Project Progress Report	No later than 90 days from the Authorized Award End Date
Submission of Final Financial Documents (SF-425).....	No later than 90 days from the Authorized Award End Date

The Recipient shall diligently pursue the development and implementation of the project upon receipt of the EDA Award so as to ensure completion within this time schedule, and shall promptly notify EDA in writing of any event that could substantially delay meeting any of the time limits set forth above. The Recipient further acknowledges that failure to meet the Project Development Time Schedule may result in EDA pursuing remedies for non-compliance, potentially including termination of the Award, in accordance with the regulations set forth at 2 C.F.R. §§ 200.338–200.342.

8. PROJECT REPORTING AND FINANCIAL DISBURSEMENT INSTRUCTIONS:

A. AWARD DISBURSEMENTS: Reimbursement basis only. EDA will make disbursements using the Department of the Treasury’s Automated Standard Application for Payments (ASAP) system. The Recipient is required to furnish documentation required by ASAP. Complete information concerning the ASAP system may be obtained by visiting <https://www.fiscal.treasury.gov/asap/>.

To receive disbursements, the Recipient must submit a “*Request for Reimbursement*” (Form SF-270 or any successor form) for the applicable period electronically to the Project Officer, who will review and process the request.

Prior to the initial disbursement, the Recipient must complete an “*ACH Vendor/Miscellaneous Payment Enrollment Form*” (Form SF-3881 or any successor form) and submit it to NOAA’s Accounting Office by fax at (301) 528-3675. (*Fax is required to secure confidentiality of sensitive information.*) The form must be completed by the respective parties (EDA, Recipient Bank, and Recipient) at the start of each new award.

B. REPORTS:

a. Project Progress Reports: The Recipient agrees to provide the Project Officer with project progress reports, communicating the important activities and accomplishments of the project, on a semi-annual basis for the periods ending **March 31** and **September 30**, or any portion thereof, for the entire project period. Reports are due no later than one month following the end of the semi-annual period.

Performance progress reports shall be submitted to EDA in an electronic format no later than the due date. Reports shall be in a clear format, not exceeding six pages, and shall:

- i. Provide a concise overview of the activities undertaken during the semi-annual reporting period;
- ii. Document accomplishments, benefits, and impacts of the project. The Recipient should identify activities that have led to specific outcomes, such as job creation/retention, private investment, increased regional collaboration, engagement with historically excluded groups or regions, enhanced regional capacity, or other positive economic development benefits;
- iii. Identify any upcoming or potential press events or opportunities for collaborative press engagements to highlight the benefits of the EDA investment;
- iv. Compare progress on the project with the targeted schedule, explaining any departures, identifying how those departures will be remedied, and projecting the course of work for the next semi-annual reporting period;
- v. Outline challenges impeding or that may impede progress on the project over the next semi-annual reporting period and identify ways to address those challenges;
- vi. Outline any areas in which EDA assistance is needed to support the project; and
- vii. Provide any other information that would be helpful for your EDA Project Officer to know.

Final Project Reports may be posted on EDA’s website, used for promotional materials or policy reviews, or otherwise shared. Recipients should not include any copyrighted or other sensitive business information in these reports. There is no page limit for Final Project Reports; however, such reports should concisely communicate key project information and should:

- i. Provide a high-level overview of the activities undertaken;
- ii. Outline the specific regional need the project was designed to address and explain how the project addressed that need and advanced economic development;
- iii. Document the expected and actual economic benefits of the project as of the time the report is written;
- iv. Detail lessons learned during the project that may be of assistance to EDA or other communities undertaking similar efforts; and
- v. Provide any other information necessary to understand the project and its impacts.

- b. *Financial Reports*: The Recipient shall submit a “*Federal Financial Report*” (Form SF-425 or any successor form) on a semi-annual basis for the periods ending **March 31** and **September 30**, or any portion thereof, for the entire project period. Form SF-425 and instructions for completing it are available at: <https://www.grants.gov/forms/post-award-reporting-forms.html>. Reports are due no later than one month following the end of the semi-annual period.

A final Form SF-425 must be submitted no more than 90 calendar days after the Award End Date specified on the Form CD-450 (or any subsequently executed Form CD-451). Final Financial Reports should follow the instructions for submitting mid-term financial reports, but should ensure that all fields accurately reflect the total outlays for the entire project period and that all matching funds and program income (if applicable) are fully reported. **Determination of the final grant rate and final balances owed to the government will be determined based on the information on the final Form SF-425, so it is imperative that it be submitted in a timely and accurate manner.**

9. **ALLOWABLE COSTS AND AUTHORIZED BUDGET**: Total allowable costs will be determined after the final financial documents are submitted in accordance with the applicable authorities specified on the Financial Assistance Award (form CD-450), including the *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* at 2 C.F.R. part 200.

Line Item Budget:

- A. The total approved budget is:

Federal Share (EDA Amount)	\$1,050,000
Non-Federal Matching Share	\$1,050,000
Total Project Cost	\$2,100,000

- B. The total approved line item budget is:

COST CLASSIFICATION	Proposed	Approved
Personnel	\$ 183,637	\$ 183,637
Fringe Benefits	\$ 111,285	\$ 111,285
Contractual	\$1,695,000	\$1,695,000
Total Direct Charges	\$1,989,922	\$1,989,922
Indirect Charges	\$ 110,078	\$ 110,078
TOTAL PROJECT COST	\$2,100,000	\$2,100,000

- 10. FEDERAL SHARE:** The EDA participation in total eligible project costs will be limited to the EDA grant amount or the EDA share of total allowable project costs, as stated on the Form CD-450, whichever is less.
- 11. MATCHING SHARE:** The Recipient agrees to provide the Recipient's Non-Federal Matching Share contribution for eligible project expenses in proportion to the Federal Share requested for such project expenses. By accepting the Award, the Recipient also certifies that the Matching Share of the project costs is committed to the project, is not encumbered in any way that would prevent its use for the project, and will be available as needed for the project.
- 12. Refund Checks, Interest, or Unused Funds:** If the Recipient needs to return money to EDA, it may use one of the following two methods:
 - i. The first is the pay.gov website, which allows the Recipient to pay EDA online. The Recipient will have the option to make a one-time payment or to set up an account to make regular payments.
 - ii. The second is paper check conversion. All checks must be made payable to "Department of Commerce, Economic Development Administration" and include the award number and a description of no more than two words identifying the reason for the payment. A copy of the check should be provided to the EDA Project Officer. The check should be mailed to NOAA's Accounting Office, which processes EDA's accounting functions, at the following address:

U.S. Department of Commerce
National Oceanic and Atmospheric Administration
Finance Office, AOD, EDA Grants
20020 Century Boulevard
Germantown, MD 20874

When funds are remitted to EDA by check, the check will be converted into an electronic funds transfer (EFT) by using the account information on the check to debit the payor's account electronically. The debit from the payor's account will usually occur within 24 hours. EDA will not return the check; the original will be destroyed and a copy will be retained. If the EFT cannot be completed because of insufficient funds, EDA will charge a one-time fee of \$25.00, which will be collected by EFT.

- 13. PLANNING COORDINATION:** In keeping with regional economic development principles, the Recipient should coordinate economic development planning and implementation projects with other economic development organizations active in the project area, especially EDA-funded recipients such as state and urban planning grantees,

adjoining Economic Development Districts (EDDs) and Indian Tribes, and University Centers (UCs).

14. **PROCUREMENT:** The Recipient agrees that all procurement transactions will be in accordance with the *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* at 2 C.F.R. §§ 200.317–200.326.
15. **STAFFING CHANGES:** In the event of a change in the professional staff positions funded with the EDA grant, the Recipient shall provide the name of the individual selected to fill the position to the Project Officer and a copy of his or her resume within 30 business days of the selection.
16. **SIMPLIFIED ACQUISITION THRESHOLD:** In accordance with OMB Memorandum M-18-18 (June 20, 2018), the Simplified Acquisition Threshold (see 2 C.F.R. § 200.88) and Micro-purchase Threshold (see 2 C.F.R. § 200.67) applicable to this Award are \$250,000 and \$10,000, respectively. The Recipient may utilize Small Purchase Procedures or Procurement by Micro-purchases, as applicable, for purchases below those thresholds (see 2 C.F.R. § 200.320).
17. **NON-RELOCATION:** By accepting this Award of financial assistance, the Recipient attests that EDA funding is not intended by the Recipient to assist efforts to induce the relocation or movement of existing jobs from one region to another region in competition for those jobs. In the event EDA determines that its assistance was used for such purposes, EDA reserves the right to pursue appropriate enforcement actions, including suspension of disbursements, termination of the Award (which may include the establishment of a debt requiring the Recipient to reimburse EDA), and disallowance of any costs attributable, directly or indirectly, to the relocation.
18. **PERFORMANCE MEASURES:** The Recipient agrees to report on program performance measures and program outcomes in such form and at such intervals as may be prescribed by EDA in compliance with the Government Performance and Results Act (GPRA) of 1993 and the Government Performance and Results Modernization Act of 2010. The Recipient must retain sufficient documentation so that they can submit these required reports. Failure to submit the required reports may adversely impact the ability of the Recipient to secure future funding from EDA.

Performance measures and reporting requirements applicable to program activities funded by this investment will be provided in a separate GPRA information collection document, if applicable. EDA staff will contact the Recipient in writing within a reasonable period prior to the time of submission of the reports with information on how the required data should be submitted.

19. REAFFIRMATION OF APPLICATION: The Recipient acknowledges that the Recipient’s application for this Award may have been submitted and signed by the Recipient, or by an authorized representative of the Recipient, electronically. Regardless of the means by which the Recipient submitted its application or whether the Recipient or an authorized representative of the Recipient signed the application, the Recipient hereby reaffirms and states that:

- i. All data in the application and documents submitted with the application are true and correct as of the date the application was submitted and remain true and correct as of the date of this Award;
- ii. The application was, as of the date of submission and the date of this Award, duly authorized as required by local law by the governing body of the Recipient; and
- iii. Recipient has read, understood, and will comply with all terms of this Award, including all Assurances and Certifications submitted with the application.

The term “application” includes all documentation and any information provided to the Government as part of, or in furtherance to, the request for funding, including submissions made in response to requests for information made by EDA after submission of the initial application.

20. TECHNICAL ASSISTANCE TO BUSINESSES: Any technical assistance offered to businesses under this Award shall be as widely advertised and accessible to potentially benefitting businesses as is reasonably permitted by the EDA Project Scope of Work and Budget. The Recipients shall maintain adequate documentation of any technical assistance offered and/or provided to benefitting businesses under this Award.

21. WASTE, FRAUD AND ABUSE: Consistent with 2 CFR part 200, at EDA’s direction, at any time(es) during the estimated useful life Project, Recipient’s personnel responsible for managing the Recipient’s finances and overseeing any contractors, sub-contractors or sub-grantees (for finances and/or oversight for both this Project and otherwise), will take a training on preventing waste, fraud and abuse as provided by the Government. EDA will provide instructions on when and how to take the training. In the event there are co-recipients of this Award, the obligations in the Special Award Condition shall apply to all recipients whether or not designated in this Award as the Lead Recipient.

Further, Recipient will monitor award activities for common fraud schemes (hereinafter “Fraud Schemes”), such as but not limited to:

- false claims for materials and labor,
- bribes related to the acquisition of materials and labor,
- product substitution,
- mismarking or mislabeling on products and materials, and
- time and materials overcharging.

Should Recipient detect any Fraud Schemes or any other suspicious activity, Recipient will contact the EDA staff listed above and the Department of Commerce, Office of Inspector General, as indicated at <https://www.oig.doc.gov/Pages/Contact-Us.aspx>, as soon as possible.

EXHIBIT 1

Authorized Scope of Work

The Project's Scope of Work includes the development and implementation of multi-pronged planning initiatives to assist Barnstable Region to address economic vulnerability to storm induced impacts and coastal hazards impacting businesses across the Barnstable Region including; collection and assessment of data, assessment of economic resiliency challenges, stakeholder engagement and development of decision-support tools and resources to improve decision -making in local planning and response efforts.

Data Collection, Analysis and Assessment

To affect change across the region and encourage communities to take action to adapt and respond to coastal hazards and their impacts, data and information must be available and accessible for use in decision-making. It is necessary to collect the best available data to better understand and pinpoint the evolving nature of our regional vulnerabilities.

Task 1: Regional Aerial Flyover

Digital aerial imagery provides the visual context of a photograph while being as accurate as a map for measuring distance and area and determining shape and coordinates. Especially in coastal areas where shorelines can shift, having consistent, regional imagery is essential, enhancing the understanding of any project area. Additionally, under the proper specifications aerial imagery is the foundation to map vulnerable assets.

Timeline: March 2020 – May 2020

Task 2: Planimetrics

Using the imagery captured under Task 1, specialized analysts can map features on the ground, known collectively as planimetrics. These points, lines, and polygons not only represent features on the ground, but can be attributed with accurate height and elevation data. Planimetrics will provide an enhanced understanding of existing coastal structures and other assets in the floodplain.

Timeline: August 2020 – December 2020

Task 3: Lidar

Topography is a detailed elevation map of the surface features of land; similarly, bathymetry is the measurement of depth of water in oceans, seas, or lakes. Elevation and depth are essential for mapping the effects of storm surge and flooding. The most comprehensive and accurate method of collection is Lidar. Lidar provides a wealth of information for various applications and offers several advantages over traditional methods for aerial mapping. Lidar is changing the paradigm of terrain mapping and gaining popularity in many applications such as forest inventory, floodplain mapping, hydrology, urban planning, landscape ecology, coastal engineering, survey assessments, and volumetric calculations. All these applications can take advantage of combining Lidar and GIS to conduct analyses and manage, visualize, and

disseminate data. The key advantages of Lidar over traditional aerial mapping are the ability to collect near shore bathymetry and create accurate 3D models of vegetation and vulnerable assets.

Timeline: March 2020 – September 2020

Task 4: Expansion of Storm Tide Pathways Analysis

The Commission will partner with Cape Cod Cooperative Extension and the Center for Coastal Studies to complete the ongoing efforts to map Cape Cod’s “storm tide pathways”. These are low-lying locations determined by GIS analysis and fieldwork to be the path of least resistance for the flow of elevated water levels associated with coastal storm flooding into developed and vulnerable areas. The Center for Coastal Studies is the only entity completing this work, having previously mapped storm tide pathways through the Town of Provincetown. They are currently identifying pathways in the coastal villages along the entire Cape Cod Bay shoreline. The proposed project would map the storm tide pathways along sections of Nantucket Sound, including those located in the towns of Barnstable, Yarmouth, Dennis, Harwich and Chatham. This will help to complete a regionally consistent data layer for Cape Cod. Storm tide pathways will be mapped from the highest high tide of the year to four feet above the storm of record. These segments of shoreline were identified, in part, because of their proximity to and impact on opportunity zones and/or activity centers. See Figure 2 for map of the shoreline study area. This analysis will leverage the planimetrics and lidar data to expand a region-wide data layer of low-lying locations most vulnerable to coastal storm flooding.

Timeline: April 2020 – August 2021

Task 5: Roadway Vulnerability Assessment and Adaptation Plans

The Commission will contract with an engineering firm to complete flood vulnerability and risk assessments for up to fifteen critically impacted roads. This task will include training for Commission staff on new flood risk models, developing a framework for scoring roadways based on flood risk and criticality, completing risk assessments for critical roadways, and developing concept level adaptation plans for each studied roadway. Commission staff will engage stakeholders, through the stakeholder process described below, to select a preferred alternative for each roadway. This task will position Cape Cod communities to apply for state funding through the Municipal Vulnerability Preparedness Action Grant Program to complete design for the preferred alternative at each location.

Timeline: March 2020 – December 2020

Task 6: Collection and analysis of socioeconomic and ecosystem services data

The Commission will contract with an environmental economist to better understand the impacts of flooding and potential adaptation strategies on Cape Cod’s ecosystems and their services. This analysis will allow for the provision of data and information through the decision support tool described below. It will also allow us to better capture, communicate, and evaluate the cost of doing nothing to address coastal vulnerability. This task expands upon work completed under Cape Cod’s 2016 NOAA Coastal Resiliency Grant.

Timeline: September 2020 – May 2021

Stakeholder Engagement and Outreach

Task 1: Facilitated Stakeholder Engagement

Commission staff intends to develop and implement a regional process to engage a range of public and private stakeholders to develop a framework for action to reduce and address coastal vulnerability.

Stakeholders the Commission seeks to engage include local elected officials, municipal staff, appointed local board members, business owners, realtors, homebuilders, environmental groups, civic organizations, educators, youth, environmental justice communities, and others.

The Commission proposes to hire a third party facilitator to develop the approach to stakeholder engagement, implement the process, and compile and integrate the feedback gathered in order to develop a regional approach to action.

Timeline: March 2020 – December 2020

Task 2: Public Outreach and Engagement

Commission staff will evaluate methods and platforms for more broad public engagement in an effort to identify and implement a strategy that will allow more people to participate outside of a formal stakeholder process and meetings. This effort might include web-based resources, working with educators to share information through the school curriculum and/or extracurricular activities, and/or online engagement games.

Commission staff will hire a consultant to implement the identified method(s).

Timeline: July 2020 – May 2021

Task 3: OneCape Summit

Held annually since 2014, the OneCape Summit brings together over 300 local elected leaders, municipal staff and appointed board members, industry practitioners and community activists to discuss issues related to the unique intersections of the environment and economy on Cape Cod. In 2020, through presentations and facilitated break-out sessions, the Summit will continue to focus on progress toward a more resilient region. Efforts to improve resiliency will be a focus and the work product and resources described in this proposal will be highlighted throughout the two-day event.

Local and Regional Land Use Planning and Regulation

Task 1: Development of a Model Resiliency Bylaw

Commission staff will draft a model Resiliency Bylaw to enhance sustainable development, with the intent of reducing impacts of flooding on infrastructure and other coastal assets. The model bylaw will incorporate best practices for land use, development, and natural resource protection following a review of:

- building construction practices related to coastal resiliency, including shoreline protection
- methods to promote undevelopment within the floodplain
- strategies to allow for coastal migration and ways to identify areas appropriate for coastal migration
- local bylaws governing development on Cape Cod

The model bylaw will include a menu of options and bylaw language to select from, together with a discussion of the benefits and effects of possible bylaw language. This component of the project is funded through a Commonwealth of Massachusetts Executive Office of Energy and Environmental Affairs Planning Assistance Grant. The work completed as part of this task will be leveraged to inform enhancements to the Cape Cod Coastal Planner and other decision support tools and resources.

Timeline: March 2020 – June 2021

Task 2: Design Guidelines for Development in the Floodplain

Cape Cod is home to stunning coastal landscapes – dotted with residential and commercial structures, many of them in the floodplain. Cape Cod is a tourist and second home destination due in large part to the beauty and health of the natural environment, but also due to the unique and historic character of the Cape’s villages. Municipalities rely on robust property values within these coastal areas to support significant portions of the local tax base. As property owners seek to protect their investments, through structural fortification, elevation, or relocation, the character of the Cape’s coastline and village centers will change. The Commission proposes to develop design guidelines for adoption by municipalities that will help property owners and permitting bodies better understand how they can support the evolution and development of resilient structures within the floodplain in a way that complements the iconic Cape character.

Timeline: July 2020 – July 2021

Decision-Support Tools and Resources

Task 1: Cape Cod Coastal Planner Enhancements

The Cape Cod Coastal Planner is an online decision support tool that helps communicate the impacts of coastal hazards. The Coastal Planner is aiding towns’ discussions about the tradeoffs between various hazard scenarios and adaptation strategies for managing the coastline.

The Commission proposes expanding the capacity and functionality of this tool and developing additional outreach resources and strategies, as needed. Proposed enhancements include incorporating:

- upgrades to data completed as part of the Data Collection, Analysis, and Assessment tasks, particularly utilizing planimetrics and lidar to better understand assets in the floodplain, and incorporating storm tide pathways
- impacts to historic structures in the floodplain
- additional valuation research on the impacts of hazards and adaptation strategies on ecosystem services
- functionality improvements, such as the ability to save and compare scenarios

Timeline: July 2020 – August 2021

Task 2: Decision-Support Tool Development

Commission staff will work with a consultant to develop a web-based decision support tool to track local and regional progress to reduce vulnerability and improve resilience. It will be a resource that allows us to track and communicate performance as we seek to become a more resilient region. The tool will be available to communities through a web-based interface and will be maintained into the future. The Commission has a proven track record of developing and maintaining tools and resources well beyond the life of a grant, including the Cape Cod Coastal Planner, as well as tools such as WatershedMVP, developed to aid communities with wastewater planning. The Commission will build in opportunities for staff training and collaboration with the consultant, to ensure knowledge transfer and the ability to continue tool maintenance and improvements.

Timeline: January 2021 – August 2021

EXHIBIT 2

Performance Measures

1. **Data Collection, Analysis and Assessment**

The tasks in this section will result in a complete digital dataset of aerial imagery for the entire region that will be used to map individual features on the ground (ex. buildings, parking lots, water bodies, etc.). These features will be integrated into local and regional planning, inform level of risk to assets, and help track change in development and natural features.

The storm tide pathways identified will inform towns of specific locations where the flow, or pathways, of elevated water levels from coastal storm flooding is likely to impact developed areas, allowing towns to target resiliency planning efforts, as well as emergency preparation response in the event of a storm.

Development of roadway adaptation plans will provide a path forward and concept level designs for use by communities to increase resilience of critical roadways currently impacted by flooding.

Data collected on the impacts of changes in ecosystem services on the Cape Cod economy will inform evaluation of local and regional resiliency and adaptation strategies.

2. **Stakeholder Engagement and Outreach**

The tasks in this section will contribute to development of a framework for action to reduce and address coastal vulnerability that is supported by stakeholders in the region and consistent with local and regional needs. The tasks will result in a more informed Cape Cod population and collaboration amongst local elected leaders, municipal staff and board members, industry practitioners, and community activists to implement resiliency strategies and actions.

3. **Local and Regional Land Use Planning and Regulation**

The tasks in this section will result in model bylaws and guidelines for adoption and implementation at the local level. These bylaws and regulations will reduce impacts of flooding on coastal infrastructure and assets and inform design and structural fortification of development within flood prone areas.

4. Decision-Support Tools and Resources

The tasks in this section will enhance the use-ability of the Cape Cod Coastal Planner, an existing decision-support tool available to Cape Cod communities, and make the up to date information collected through this project widely available and accessible. These tasks will also result in tools to help communities track progress and the cumulative impacts of their decisions relative to local and regional resiliency.

EXHIBIT 3

Staffing Plan

Staff Name/Title	Average Hourly Rate	Hours	Total Direct Labor	Federal Share (40%)	Grantee Share (60%)	Total
Erin Perry, Deputy Director	\$52.03	195	\$ 10,145.85	\$4,058	\$6,088	\$10,146
Heather McElroy, Natural Resources Manager	\$46.77	390	\$ 18,240.30	\$7,296	\$10,944	\$18,240
Chloe Schaefer, Chief Planner	\$44.62	234	\$ 10,441.08	\$4,176	\$6,265	\$10,441
Jennifer Clinton, Community Development Planner	\$41.00	128	\$ 5,248.00	\$2,099	\$3,149	\$5,248
Sarah Korjeff, Planner II (part time)	\$42.04	116	\$ 4,876.64	\$1,951	\$2,926	\$4,877
Michele White, Special Projects Coordinator	\$42.74	233	\$ 9,975.42	\$3,990	\$5,985	\$9,975
Danielle Donahue, Special Projects Coordinator	\$42.85	156	\$ 6,684.60	\$2,674	\$4,011	\$6,685
Philip Detjens, Applications Manager	\$48.06	312	\$ 14,994.72	\$5,998	\$8,997	\$14,995
Mario Carloni, Geospatial Developer	\$40.20	306	\$ 12,301.20	\$4,920	\$7,381	\$12,301
Anne Reynolds, GIS Director	\$48.67	312	\$ 15,185.04	\$6,074	\$9,111	\$15,185
Madden Bremer, GIS Analyst	\$32.26	208	\$ 6,710.08	\$2,684	\$4,026	\$6,710
TOTALS				\$45,921	\$68,882	\$114,803
FRINGE BENEFITS*				\$32,214	\$48,321	\$80,535
INDIRECT COSTS**				\$31,865	\$47,797	\$79,662
GRAND TOTAL				\$110,000	\$165,000	\$275,000

BUDGET & BUDGET NARRATIVE

CAPE COD COMMISSION
FY 2019 EDA DISASTER SUPPLEMENTAL
MARCH 2020 – AUGUST 2021

Overall Budget

Source	Amount
Federal (EDA) Contribution	\$1,050,000
Recipient (CCC) Contribution	\$1,050,000
Total	\$2,100,000

Budget Categories

Category	Total
Personnel	\$183,637
Fringe Benefits	\$111,285
Travel	\$0
Equipment	\$0
Supplies	\$0
Contractual	\$1,695,000
Other	\$0
Total Direct Costs	\$1,989,922
Indirect Charges	\$110,078
Grand Total	\$2,100,000

- a. Personnel: The County calculates its salaries based on 260 days per year, 7.5 hours per day, with 1,950 total hours paid. Direct labor hours are estimated at 1,680 providing an allowance for vacation (15 days), personal (3 days), holiday (13 days) and sick (5 days) leave. Direct Labor is used as the base for applying the indirect cost charge.

Cape Cod Commission will utilize personnel funds for the Commission's staff salaries to complete and support all tasks outlined in the scope of work at the rates specified in the Staffing Plan.

The Commission staff will also provide In-kind match to the project. Cape Cod Environmental Protection Fund (CCEPF) will provide total of \$165,000 to fund in-kind salaries (\$68,882 in direct labor, \$48,321 in fringes and \$47,797 in indirect charges). Salaries of the CCC Staff contributing to the Model Resiliency Bylaw task will be funded through Massachusetts Executive Office of Energy and Environmental Affairs FY19 Planning Grant and in the amount of \$105,000 (\$43,834 in direct labor, \$30,750 in fringes, and \$30,416 in indirect charges).

Cape Cod Cooperative Extension staff will provide \$25,000 in direct labor (in-kind match) by working on the storm tide pathways component of the project.

- b. Fringe Benefits: Fringe benefits include: Holiday Pay, Indirect Accrued Pay, Health/Dental Insurance, Medicare and Retirement. Fringe Benefits are calculated at a rate of 70.15% applied to Direct Labor (per the attached most recent audit).

BUDGET & BUDGET NARRATIVE

CAPE COD COMMISSION
FY 2019 EDA DISASTER SUPPLEMENTAL
MARCH 2020 – AUGUST 2021

- c. Travel: No funding requested
- d. Equipment: No funding requested
- e. Supplies: No funding requested
- f. Contractual:

Cape Cod Commission will use competitive procurement process to hire consultants to complete the following tasks:

Project Task	Total Contractual Cost per Task
Regional Aerial Flyover	\$100,000
Planimetrics	\$395,000
LIDAR	\$175,000
Storm Tide Pathways Analysis	\$400,000
Environmental Economist	\$100,000
Roadway Analysis	\$150,000
Facilitation Consultant	\$150,000
Public Engagement Platform	\$50,000
One Cape Summit	\$20,000
Model Resiliency Bylaw	\$30,000
Decision-Support Tool Development	\$125,000
Contractual TOTAL	\$1,695,000

- g. Other: No funding requested
- h. Total Direct Costs: Personnel plus Fringe Benefits and Contractual
- i. Indirect Costs: Indirect Charges are calculated at a rate of 40.78%, per the attached audit, applied to Direct Labor and Fringe Benefits.

Indirect costs include executive/administrative salaries; utilities including telephone, gas, electric; legal services provided for general or administrative matters; education; office and computer equipment repair; travel for executive/administrative staff and members; advertising except for regulatory project advertising which is billed to the project applicant; postage and express mail; printing except for specifically identified projects exceeding \$1k; miscellaneous contractual services

BUDGET & BUDGET NARRATIVE

CAPE COD COMMISSION
FY 2019 EDA DISASTER SUPPLEMENTAL
MARCH 2020 – AUGUST 2021

including trash removal; supplies; books and subscriptions; association dues; equipment and room rentals; office lease.

j. Total: Direct and Indirect costs

Sources of Funds:

Source	Amount
FY 2019 EDA Disaster Supplemental Grant	\$1,050,000
Cape Cod Commission (Cape Cod Environmental Protection Fund)	\$790,000
Cape Cod Cooperative Extension (Barnstable County)	\$25,000
State (Seaport Council Grant)	\$100,000
State (Executive Office of Energy and Environmental Affairs – FY19 Planning Grant)	\$135,000
Total	\$2,100,000

COMMONWEALTH OF MASSACHUSETTS

BARNSTABLE, SS.

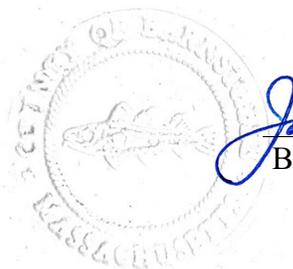
At a regular meeting of the Barnstable County Board of Regional Commissioners, in the Commissioners Conference Room, in the Superior Courthouse, on the twenty-ninth day of April, A.D. 2020, motion by Commissioner Beaty to authorize the execution of an agreement for a grant from the U.S. Economic Development Administration to the Cape Cod Commission, in the amount of \$1,050,000.00, with a match of \$1,050,000.00, to fund the project: Environmental and Economic Resiliency-Focused Strategies, Barnstable County Region, MA, for a period from April 14, 2020 through April 13, 2022, 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, April **29**, 2020



Janice O'Connell
Barnstable County Regional Clerk

AGENDA ITEM 8b

Authorizing the award of a contract to and execution of a contract with, Sprague Operating Resources LLC, for the supply and delivery of #2 Fuel Oil to Barnstable County and other Political Subdivisions, for a period from July 1, 2020 through June 30, 2021

Bid# 7903
Contract# BC-20-7903

**Contract for Services
Terms and Conditions**

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

And

Sprague Operating Resources LLC
185 International Drive
Portsmouth, NH 03801

THIS AGREEMENT is made this 29th day of May, 2020 by and between Sprague Operating Resources 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 or Town, including costs, benefits, and reasonable attorney fees in the event the Contractor files such claim.

2. **Scope of Services.** The contractor shall perform the scope of services set forth in Attachment A consisting of 6 pages. This contract is for Sections 2, 5 and 8 as highlighted in Attachment B

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.** 7/1/20 6/30/21
Start Date End Date

5. **Responsible County Official:** The County Official and Department exercising managerial and budgetary control for this Contract shall be: Varies by location

6. Payment:

A. The County shall compensate the Contractor for the services rendered at the rate of \$ as highlighted per Attachment B (e.g., hour, week, semester, 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 X (specify) 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: \$ 11,106.47

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 5/1/2020

FOR THE COUNTY:

BARNSTABLE COUNTY COMMISSIONERS:

DocuSigned by:

Ronald Bergstrom

Ronald Bergstrom, Chairman

5/1/2020

Date

Sprague Operating Resources LLC

FOR THE CONTRACTOR:

DocuSigned by:

Thomas Flaherty

Thomas Flaherty VP

5/1/2020

Date

Attachment A
Service Specifications & Estimate Quantities

OIL SPECIFICATIONS:

Beginning July 1, 2018, the Commonwealth of Massachusetts required that all heating oil be ultra-low sulphur diesel specification (ULSD). The ULSD product is a distillate that contains less than 15 parts per million (ppm) of sulphur, the same specification used for most diesel fuel.

Vendors are required to bid on and deliver the ULSD product:

Bidders are to deliver ULSD as defined in 310 CMR, section 7.05 (1).

The ASTM Standard Test Method for Sulfur in Petroleum Products by Energy-Dispersive X-Ray Fluorescence Spectroscopy (Designation D4294-90) and 40 CFR PART 80 SECTION 80.1, 80.2, 80.29, 80.30 must be adhered to. **Bidder must provide upon request a current analysis of the Diesel product(s) being bid.**

If any of the specifications listed conflict, the Chief Procurement Officer of Barnstable County will determine the specifications that meet or exceed the needs of Barnstable County and the Political Subdivisions listed within this IFB. The decision of the Chief Procurement Officer will be final.

ANALYSIS AND DISPOSITION OF OIL NOT MEETING THE OIL SPECIFICATIONS:

The paramount goal of this contract is supply and delivery of high quality oil that meets the Oil Specifications. The Contractor is required to assure Barnstable County and all political subdivisions listed within this IFB that there are quality control mechanisms in place to assure the quality of delivered oil. If a customer has reason to believe that the Contractor has delivered oil of an inferior quality, questionable grade of oil, or oil with contaminants within (including water), the customer will have independent testing performed at the customer's request at a testing lab selected by the customer. The Contractor will agree to abide by the testing results obtained from the independent testing lab and will pay for the cost of testing if delivered oil does not meet the standards.

All oil may be regularly and continually analyzed or only part or parts thereof may be analyzed by the County or any other political subdivision. Each contract will provide that upon such an analysis being made, the Contractor shall receive reasonable notice and shall be entitled to have a representative present when samples for analysis are taken and shall be entitled to take samples like the sample to be analyzed.

The contractor will be notified of any oil rejected for not having complied with the analysis as required by this IFB and is to immediately remove same and any other oil previously in the tank, and immediately replace all with a like quantity of acceptable oil that complies with the specifications. All applicable Local, State, and Federal regulations must be complied with to meet the requirements of this Section. This process must begin as soon as possible upon the Contractor's receipt of notice that the oil does not meet the specifications listed in this IFB, and in no event later than 24 hours after said receipt. On failure to do so, the County or other political subdivision affected may individually remove it at the expense of said Contractor, and if the Contractor fails to provide proper oil within a reasonable length of time the county or other political

subdivision affected may individually cancel the Contract or may, at the expense of the Contractor, purchase a proper oil which will comply with the specifications listed in this IFB, charging said Contractor for any excess in cost thereof. Oil rejected under this paragraph, if partially used, shall be paid for at the contract price.

DELIVERY REQUIREMENTS:

The Contractor is obligated to supply the full oil requirements of the contract user including the purchase, transport, and delivery of oil to each contract user. The Contractor is responsible for all costs associated with the transport of oil to the contact user's tank.

Deliveries must be in compliance with all applicable Local, State, and Federal laws and regulations.

Contractors are responsible for paying for any damage they cause at a site.

While performing work under this contract, the Contractor shall be responsible for completing cleanup for any spills or accidental release to the environment (pursuant to M.G.L. Chapter 21 E and other relevant regulations) at no cost to any of the entities listed within this IFB.

The Contractor shall notify all Local, State, and Federal authorities as required by law in the event of such a release or threat of release. The Contractor will make every effort to contact the customer's emergency contact first, if time frames and conditions allow.

The Contractor will immediately notify the user facility contact person, in writing, in the event of a spill, release, or threat of a release to the environment and prior to initiating clean up response actions. If prior notification of the facility contact person is not possible, then the Contractor shall take appropriate response actions, as directed by the Contractor's Licensed Site Professional, and notify the contact person, in writing, as soon as possible thereafter.

The Contractor must provide a written summary of all response action taken in any instance within the timelines established for reporting of spills and/or contamination, as set forth in M.G.L. Chapter 21 E.

The successful Bidder will protect Barnstable County and the other political subdivisions listed within this IFB from any and all infringements of patents, royalties, or damages arising from this contract's transactions.

If at any time the contractor is unable to furnish materials or services as ordered individually by the County or other political subdivisions, the Contractor shall be obligated to obtain delivery from another supplier and the contractor will in turn invoice the County or other political subdivision so affected, at the price specified in such Contract with the County or other political subdivision affected, or, the County or other political subdivision may order such materials or services from such places as are available, and the contractor shall pay to the affected County or other political subdivision all expenses incurred above such contract price.

Deliveries made to the County of Barnstable or other political subdivision shall be in the presence of an authorized agent of that governmental entity.

Tank Wagon deliveries of #2 fuel oil are to be by metered trucks and delivery slips shall be stamped by the metering device indicating the amount of fuel oil delivered at each delivery. Deliveries shall be made on days and during hours that are acceptable to contract users.

All deliveries of TANK WAGON #2 fuel oil shall be automatic, based on degree-day units unless otherwise stipulated by awarding authorities or Section. **Vendors are to make arrangements with each location for delivery times, etc.** Liability for damage resulting from an oil tank running out of fuel because of a Contractor's failure to make automatic deliveries shall be the responsibility of the Contractor.

Motor Transport deliveries must be sealed, receipts must accompany deliveries, and said seals shall be broken in the presence of an authorized agent of the government entity. Signed delivery slips are to be forwarded to the purchaser with invoices. Deliveries are to be made with 72 hours from date of notification. Spillage will be the responsibility of the contractor.

Motor Transport deliveries may be split between two sites at no extra charge.

PAYMENT:

Invoices shall be in cents per gallon. Twenty – (20) day payment schedules are offered for such quantities of materials or services as have been accepted by the County of Barnstable and by each other political subdivision individually. Discounts offered for payment within twenty (20) days shall be so specified on each section for each political subdivision.

State agencies and political subdivisions are specifically exempt from state sales tax and exempt from all federal taxes. The prices quoted shall be exclusive of said taxes.

Political Subdivisions will not pay more than the awarded bid price. Invoices must be calculated using the awarded bid price.

BIDDING FORMAT:

Fixed Pricing: Bidders will offer a fixed price per gallon to be in effect for the duration of the contract.

Taxes: State agencies and political subdivisions are specifically exempt from state sales tax and exempt from all federal taxes. The prices quoted shall not include taxes.

OEP Pricing: Items bid as OEP require vendors to compete for fuel on the basis of delivery margin. The O.E.P. bid, expressed in cents per gallon (not to exceed four (4) decimal places) will be a constant factor, which the winning vendor will receive for all deliveries of the responsive products. The Base Price for each fuel will be from Reseller Tank Car Boston Low Price as printed in the Journal of Commerce for the appropriate fuel for the delivery date of product.

The following exceptions to the Journal of Commerce postings will apply. Weekend pricing will be based on Friday's Posting. The Friday posting will also stay in effect on Monday Holidays. Prices in effect for midweek or Friday holidays will be the same as for the preceding day.

BONDING REQUIREMENTS:

Bid Bond/Certified Check: Each bid must be accompanied by a certified check or Bid Bond made payable to the County of Barnstable from a surety licensed in MA. Certified checks will be returned within ten (10) days of the award of the contract. However, if a bidder fails to execute such contract within ten (10) days of the date of sending, the certified check will be declared forfeited as liquidated damages. Bid Bonds or certified checks will be required as follows:

- \$2,000 if bidding up to 250,000 total estimated gallons
- \$3,000 if bidding up to 500,000 total estimated gallons
- \$4,000 if bidding up to 750,000 total estimated gallons
- \$5,000 if bidding up to 1,000,000 total estimated gallons
- \$10,000 if bidding more than 1,000,000 total estimated gallons

Assurance: As soon as the award is made, the successful Bidder(s) will be required to furnish a Performance Bond from a surety licensed to do business in MA, or Irrevocable Letter of Credit in the favor of the County of Barnstable and/or each political subdivision, individually, in an amount no less than \$.25 per gallon anticipated annual delivery. Said assurance shall cover the full term of any contract. Bidders must submit the name and address of the bonding company that will provide the performance bonds or the company that will supply the irrevocable letter of credit with their bid.

Conditions of Award: The County of Barnstable and each other political subdivision of this bid specification is listed by section. Each such section is accompanied by a listing of delivery sites, size of tanks at each site, and approximate gallonage used by that purchaser. A bidder may submit a bid on any or all sections as specified on the fuel oil bid sheet.

Cancellation: The County of Barnstable and/or any other political subdivision can terminate its contract/ price agreement with a contractor(s) who fails to perform under the terms of the contract/price agreement issued by a political subdivision. Notice of termination shall be in writing and notification shall be sent by registered or certified mail. Termination of contract/price agreement shall become effective upon contractor(s) receipt of notification.

QUALIFICATIONS:

Bidders must have been regularly engaged for a least one year prior to the date of bid opening, in the business of supplying the product bid upon, in the grade bid upon and in the manner of organization, facilities and assurance of supply to insure prompt and satisfactory service as called for with all delivery in Massachusetts calibrated tank trucks.

Bidders must have firm sources of fuel.

Pre-Qualification Statement: A pre-qualification statement may be required by the County of Barnstable or other political subdivision individually. This statement includes, but is not limited to, experience with government entities, legal or administrative proceedings currently pending, financial condition certified by a Certified Public Accountant, bank and credit references, a listing of equipment to be used during the term of the contract, and municipal references for which the bidder has provided similar services.

Estimates of gallons required by each municipal entity are included for the convenience of bidders as the best information available to estimate the number of gallons in this procurement. Barnstable County makes no guarantee that any entity will purchase the number of estimated gallons listed below.

SECTION		Tank Size	#2 - Tank Wagon
Section 1 - Brewster			
1	COA-Old Town Hall, 1673 Main St., Brewster	3-275	1,500
2	Brewster - Disposal Area 201 Run Hill Road, Brewster	1-1000	600
Section 2: County Locations			
1	The Children's Cove, 1225 Mary Dunn Rd., Barnstable	1-275	1,300
2	Farmhouse Extension, 3675 Main St., Barnstable	1-275	1,800
3	*Americorps Residence, Bldg 4 875 County Road, Pocasset	1-275	1,250
	*Invoices are to be sent to Americorps Cape Cod		
	BC Resource Development, PO Box 427, Barnstable, MA		
Section 3 - Dennis/Yarmouth School District			
1	NEED Building Pamet Rd., Truro North	1 - 275	1,800
2	Dennis-Yarmouth Regional High School Station Ave, So Yarmouth, MA 210	1 -15,000 gal underground	15,000
3	Station Avenue Elementary School 276 Station Ave, So Yarmouth, MA	1 - 10,000 gal underground	10,000
Section 4 - Falmouth			
1	East Falmouth Fire Department 505 E. Falmouth Highway, East Falmouth	1- 1000	940
2	Falmouth Fire Dept. Shop, 505 E. Falmouth Hwy	1-1000	4,560
3	East Falmouth Public Library, 310 East Falmouth Highway, East Falmouth	1- 300	1,124
4	Wastewater Treatment Plant Blacksmith Shop Road	1 - 1000 gall (underground) 1 - 2000 gall (above ground) 1 - 5,000 gall (underground)	5,000
5	Lawrence Academy Building Academy Lane, Falmouth	1 - 300	1,227
Section 5 - Fire Training Academy			
1	Fire Training School South Flint Rock Road, Barnstable 155 Must contact day before delivery	1- 250	2,063
Section 6 - Harwich			
1	Golf Department Maintenance Building, 183 Oak St., Harwich	1 - 275 1- 500	1,275 875
2	Harwich Golf Department, Cran Valley Pro Shop 183 Oak St.	1 -275	2,300
SECTION		Tank Size	#2 - Tank Wagon
Section 7 - Hyannis Public Library			
1	Hyannis Library 401 Main Street, Hyannis	2-275	6,000
Section 8 - Le Hac House - Cape Cod National Seashore			

	1	300 Pamet Rd., Wellfleet	1-275	1,100
		Invoices are to be sent to Americorps Cape Cod		
		BC Resource Development, PO Box 427, Barnstable, MA		
Section 9- Nauset Regional School District				
	1	Stony Brook Elementary School, Underpass Road, Brewster	1 - 6,000 1 - 300	28,000
	2	** Wellfleet Elementary School School Street, Wellfleet	1 - 10,000	20,000
		** Delivery to this location must be by tank wagon		
Section 10 - Orleans				
	1	Park Dept., Bay Ridge Lane, Orleans	1-275	400
	2	Town Hall Annex, Main St., Orleans	1-275	1,000
	3	Former American Legion Building, 10 School Road	1-275	1,000
	4	Hubler's Property, 223 Beach Road	1-275	200
	5	Sea Call Farm, Tonset Road	1-200	1,400
Section 11 - Wellfleet				
	3	Library, West Main St.	1-300	2,000
Section 12 - Truro				
	1	Highway Dept. Main Garage, 17 Town Hall Road	1-275	1,800
	2	Highway Dept Sweeper Garage, 17 Town Hall Rd.	1-275	450
	3	Truro Highway Dept Annex , 17 Town Hall Rd	1-275	450
	4	Truro Beach Office, Route 6, Truro	1-1,000	450

ATTACHMENT B

Contract #BC-20-7903 - Fuel Oil			
Term: July 1, 2020 to June 30, 2021			
Section		Estimated Gallons	Sprague Operating Resources LLC Email: Contractdesk@spragueenergy.com Phone: 877-689-1880
#2 TANK WAGON DELIVERIES – FIXED PRICE			
1	Brewster	2,100	1.2483
2	County Locations	4,350	1.4783
3	Dennis/Yarmouth School	26,800	1.1798
4	Falmouth	12,851	1.2670
5	Fire Training Academy	2,063	1.4783
6	Harwich	4,450	1.4783
7	Hyannis Public Library	6,000	1.2983
8	LeHac House	1,100	1.4783
9	Nauset Regional School	48,000	1.1783
10	Orleans	4,000	1.4783
11	Wellfleet	2,000	1.4783

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

April 24, 2020

MEMORANDUM

TO: County Commissioners

FROM: Jennifer Frates, Chief Procurement Officer

RE: Notice of Bid Award - #7903 – Supply and Delivery of #2 Fuel Oil

Barnstable County issued an Invitation for Bid from qualified vendors for the supply and delivery of #2 Fuel Oil to Barnstable County and other Political Subdivisions. Three bids were received.

The Town of Truro rejected their low bid with Cape Cod Biofuels however all of the other locations accepted their low bidder, Sprague Operating Resources.

Please vote to award Bid #7903 Supply & Delivery of #2 Fuel Oil and execute a contract with, Sprague Operating Resources, LLC as the most responsible responsive bidder offering the lowest price.

The Towns will enter in their own contracts with the vendor however there will be a contract issued for our County locations.

Thank you.

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 twenty-ninth day of April, A.D. 2020, motion by Commissioner Beaty to authorize the award of a contract to and execution of a contract with, Sprague Operating Resources LLC, for the supply and delivery of #2 Fuel Oil to Barnstable County and other Political Subdivisions, for a period from July 1, 2020 through June 30, 2021, 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, April **29**, 2020



Janice O'Connell
Barnstable County Regional Clerk

AGENDA ITEM 8c

Authorizing the award of contracts to, and execution of contracts with: Cape Cod Biofuel; Noonan Brother Petroleum; and Sprague Operating Resources, LLC; for the supply and delivery of Gasoline & Diesel fuel to the County Dredge and other Political Subdivisions, for a period from July 1, 2020 through June 30, 2021

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

April 24, 2020

MEMORANDUM

TO: County Commissioners

FROM: Jennifer Frates, Chief Procurement Officer

RE: Notice of Bid Award - #7904 – Supply and Delivery of Gasoline & Diesel Fuel

Barnstable County issued an Invitation for Bid from qualified vendors for the supply and delivery of Gasoline & Diesel fuel for the period of July 1, 2020 to June 30, 2021 to Barnstable County and other Political Subdivisions. Five bids were received.

Please vote to award Bid #7904 Supply & Delivery of Gasoline & Diesel fuel to the following most responsible responsive bidders offering the lowest price per Town as highlighted in the attached spreadsheet and authorize the execution of a contract with Noonan Brother Petroleum for the County Dredge.

Cape Cod Biofuels
Sprague Operating Resources, LLC
Noonan Brother Petroleum

The Towns will enter in their own contracts with the vendors.

Thank you.

Bid # 7904 - Gasoline/Diesel						
Opened: April 23, 2020 @ 11:30AM						
Term: 07/01/2020 - 06/30/2021						
Low Bidder		VENDOR				
Section	Gallons	Cape Cod Biofuel	Peterson Oil	Petroleum Traders	Noonan Brothers Petroleum	Sprague Operating Resources
FIXED PRICE PREMIUM ULTRA LOW SULPHUR DIESEL						
Section 7: Town of Bourne A	53,000	1.5000	1.5300	no bid	no bid	1.1851
Section 7: Town of Bourne ISWM (B&C)	80,000	no bid	no bid	no bid	no bid	1.4026
Section 8: Town of Brewster	32,700	1.6000	1.5800	no bid	no bid	1.2499
Section 10: Town of Chatham	24,500	1.6000	1.5800	no bid	no bid	1.2486
Section 11: Town of Dennis	54,582	1.5000	1.5800	no bid	no bid	1.2336
Section 12: Dennis Water District	7,500	1.5500	1.5800	no bid	no bid	1.2451
Section 13: Town of Eastham	19,500	1.6000	1.5800	no bid	no bid	1.2351
Section 14: Town of Falmouth	100,000	1.5000	1.5300	no bid	no bid	1.1751
Section 15: Town of Harwich	93,000	1.5000	1.5800	no bid	no bid	1.2359
Section 17: Town of Mashpee	15,000	1.4500	1.5800	no bid	no bid	1.2251
Section 18: Town of Orleans	20,000	1.5500	1.5800	no bid	no bid	1.2351
Section 19: Town of Sandwich	39,821	1.4500	1.5800	no bid	no bid	1.2342
Section 21: Upper Cape Regional Technical	6,500	1.5000	1.5800	no bid	no bid	1.2151
Section 22: Town of Wellfleet	21,500	1.6000	no bid	no bid	no bid	1.4251
OEP ULS DIESEL						
Section 1: Barnstable Dept. of Public Works	65,100	0.1500	0.1600	no bid	0.1300	0.1090
Section 3: Barnstable Golf Courses	7,000	0.1700	0.2800	no bid	0.1300	0.2663
Section 4: Barnstable Municipal Airport	12,000	no bid	0.2800	no bid	0.1300	0.0963
Section 5: Barnstable School Department	83,000	0.1700	0.1600	no bid	0.1300	0.1021
Section 6: Barnstable County Dredge	60,000	no bid	no bid	no bid	0.1300	0.2663
Section 9: Centerville/Osterville/MM Fire	17,000	0.1700	no bid	no bid	0.1300	0.1710
Section 16: Hyannis Fire District	7,000	0.1500	0.2800	no bid	0.1300	0.2263
Section 20: Town of Truro	12,500	0.1700	no bid	no bid	no bid	0.1363
Section 23: Town of Yarmouth	58,500	0.1500	0.1600	no bid	0.1200	0.1053
FIXED PRICE - REGULAR GASOLINE						
Section 7: Town of Bourne	80,000	no bid	no bid	no bid	no bid	1.0190
Section 8: Town of Brewster	45,500	no bid	no bid	no bid	no bid	1.0770
Section 10: Town of Chatham	30,500	no bid	no bid	no bid	no bid	1.0490

Section 11: Town of Dennis	64,612	no bid	no bid	no bid	no bid	1.0590
Section 13: Town of Eastham	46,000	no bid	no bid	no bid	no bid	1.0690
Section 14: Town of Falmouth	130,000	no bid	no bid	no bid	no bid	1.0100
Section 15: Town of Harwich	61,000	no bid	no bid	no bid	no bid	1.0490
Section 17: Town of Mashpee	60,000	no bid	no bid	no bid	no bid	1.0490
Section 18: Town of Orleans	38,500	no bid	no bid	no bid	no bid	1.0590
Section 19: Town of Sandwich	111,727	no bid	no bid	no bid	no bid	1.0490
Section 21: Upper Cape Regional Technical	6,500	no bid	no bid	no bid	no bid	1.0490
OEP REGULAR GASOLINE						
Section 1: Barnstable DPW	42,000	no bid	no bid	no bid	0.1300	0.0942
Section 2: Barnstable Police Department	80,000	no bid	no bid	no bid	0.1300	0.0952
Section 3: Barnstable Golf Courses	10,000	no bid	no bid	no bid	0.1300	0.3017
Section 4: Barnstable Municipal Airport	12,000	no bid	no bid	no bid	0.1300	0.1152
Section 5: Barnstable School Department	25,000	no bid	no bid	no bid	0.1300	0.1542
Section 9: Centerville/Osterville Fire	20,000	no bid	no bid	no bid	0.1300	0.1542
Section 16: Hyannis Fire District	3,000 (mid-grade)	no bid	no bid	no bid	0.1300	no bid
Section 20: Town of Truro	20,500	no bid	no bid	no bid	no bid	0.1342
Section 23: Town of Yarmouth	118,500	no bid	no bid	0.1575	0.1200	0.0931

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 twenty-ninth day of April, A.D. 2020, motion by Commissioner Beaty to authorize the award of contracts to, and execution of contracts with: Cape Cod Biofuel; Noonan Brother Petroleum; and Sprague Operating Resources, LLC; for the supply and delivery of Gasoline & Diesel fuel to the County Dredge and other Political Subdivisions, for a period from July 1, 2020 through June 30, 2021, 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, April **29**, 2020



Janice O'Connell
Barnstable County Regional Clerk