Children's COVE
The Cape & Islands Child Advocacy Center
P.O. Box 427 • Barnstable, Massachusetts 02630
Telephone (508) 375-0410 • Toll Free (888) 863-1900 • Fax (508) 375-0409

MEMO

DATE: December 16, 2016

TO: County Commissioners

FROM: Stacy Gallagher SG

SUBJECT: Children's Cove Advisory Board Members

Please **VOTE** to appoint the following to the Children's Cove Advisory Board.

Lt. Kevin Lennon, Yarmouth Police Department, 2017-2019
Detective Christine Hornby, Dennis Police Department, 2017-2019

Mary Pat Flynn, Chair	Sheila Lyons, Vice Chair	Leo Cakounes

COUNTY OF BARNSTABLE
PURCHASING
DEPARTMENT OF FINANCE

Elaine Davis
Chief Procurement Officer

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

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

December 21, 2016

MEMORANDUM

TO: County Commissioners

FROM: Elaine Davis, Chief Procurement Officer

RE: Renew Bids

Barnstable County issued an Invitation for Bids for Roadway Construction Items for the period of April 1, 2016 through March 31, 2017 with the option to renew for one additional year. Please vote to renew the contracts with the following vendors to supply Roadway Construction Items to the Towns of the County for the period of April 1, 2017 through March 31, 2018 under the same terms and conditions as the original bid.

MCE Dirtworks
Murray Paving & Reclamation
Sealcoating, Inc.
All States Asphalt
Pavement Maintenance
Costello, Inc.
Rafferty Fine Grading
Robert Childs
Lawrence Lynch
PJ Keating

All items are to be renewed except for the Items 20 and 21, for Pave Sealing which will be re-bid this year.

Thank you.

County Commissioners:

Ronald R. Beaty, Jr.	Mary Pat Flynn	Leo Cakounes

Date

COUNTY OF BARNSTABLE
PURCHASING
DEPARTMENT OF FINANCE

Elaine Davis
Chief Procurement Officer

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

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

March 9, 2016

MEMORANDUM

TO: County Commissioners

FROM: Elaine Davis, Chief Procurement Officer

RE: Roadway Construction and Road Resurfacing Bids

Barnstable County solicited bids for towns in the County for Roadway Construction and Road Resurfacing on January 20, 2016 with a bid opening date of February 11, 2016. Please award the bids for Roadway Construction and Road Resurfacing to the following as the responsive, responsible bidders offering the lowest prices:

- MCE Dirtworks
- Murray Paving & Reclamation
- Superior Sealcoating
- Sealcoating, Inc
- All States Asphalt
- Pavement Maintenance
- Costello, Inc
- Rafferty Fine Grading
- Robert Childs
- Lawrence Lynch
- PJ Keating

Prices are highlighted on the attached spreadsheets. Those items highlighted in yellow are the low bidders and those highlighted in blue are the second low bidders.

Thank you.

County Commissioners:

Sheila Lyons

Mary Pat Flynn

Leo Cakounes

Date

Roadway Construction Bids
Opened: 2-11-16
04/01/2016 - 03/30/2017 with one year option to renew

VENDOR				Dirtworks	Murray Paving &	Superior Sealco	Sealcoating	All State Asphalt	Pavement Maint	Costello	Rafferty	Robert Childs	Lawrence Lynch	PJ Kea
	HOT MIX		Bourne	76.00									81.85	73.00
			Brewster	83.00									80.30	98.50
	ASPHALT PAVEMENT		Dennis	90.00									90.10	98.00
			Eastham	92.00									90.10	102.95
1A	(Machine placed)	TON	Falmouth	92.00									84.00	102.30
			Sandwich	77.00									83.75	73.00
			Provincetown	99.99									100.60	185.00
			Wellfleet	97.00									87.00	103.25
			Yarmouth	90.00									80.50	109.00
			Bourne	237.50								225.00	160.00	250.00
			Brewster	187.00								225.00	190.00	
	HOT MIX		Dennis	233.75								210.00	215.00	
			Eastham	246.25								225.00	215.00	
2A	ASPHALT PAVEMENT	TON	Falmouth	no bid								275.00	160.00	
			Orleans	200.00								235.00	215.00	
			Provincetown	256.25								400.00	239.00	
			Wellfleet	250.00								400.00	215.00	
			Yarmouth	233.75								225.00	215.00	
			Bourne	no bid								300.00	150.00	143.50
	HOT MIX		Dennis	300.00								225.00	165.00	
2B			Eastham	300.00								235.00	165.00	
	ASPHALT PAVEMENT	TON	Sandwich	no bid								240.00	150.00	143.50
			Provincetown	350.00								450.00	205.00	
	(Greater than 40 tons/day)		Yarmouth	300.00								225.00	165.00	
			Brewster	116.00				150.00				195.00	110.00	
	HOT MIX		Dennis	110.00				150.00				190.00	125.00	
3.00	ASPHALT SHIM	TON	Eastham	120.00				150.00				195.00	125.00	
			Provincetown	160.00				no bid				450.00	150.00	
			Yarmouth	116.00				150.00				200.00	125.00	
	PAVEMENT		Brewster	no bid	1.9900			1.75			1.38			
4.00	RECLAMATION	SQ. YD.	Dennis	no bid	1.9900			1.75			1.58			

	Including FG&C		Harwich		1.8900			1.75			1.38			
			Bourne	no bid	2.9800			2.50			2.37			
			Eastham		2.2890			2.50			2.38			
	PAVEMENT		Dennis											
5.00	RECLAMATION	SQ. YD	Falmouth											
	Including FG&C		Orleans											
	and calcium chloride		Sandwich		2.2890			2.50			2.64			
			Prov		11.0000			5.00			24.00			
			Brewster	4.00						2.3500	1.84			6.25
	BITUMINOUS		Dennis	4.00						2.3500	2.27			6.00
	CONCRETE		Eastham	3.00						2.3500	1.84			4.35
6.00	EXCAVATION	SQ. YD	Falmouth	no bid						2.3500	1.84			7.00
	BY COLD PLANER		Sandwich	3.50						2.3500	2.27			3.00
			Provincetown	6.00						10.0000	4.97			8.00
			Bourne	no bid							29.00		38.00	
			Brewster	24.00							39.00		38.00	
			Dennis								39.00		38.00	
			Eastham								39.00		38.00	
7.00	COLD PLANED	PER SQ YARD	Falmouth								39.00		38.00	
			Sandwich								39.00		38.00	
	MILLING JOINTS		Provincetown								49.00		50.00	
			Yarmouth								39.00		38.00	
	MICROSURFACING	PER SQ YARD	Sandwich	no bid			2.43							
	(ONE LIFT)													
8.00														
	MICROSURFACING	SQ. YD	Sandwich	no bid			4.43							
9.00	(2 LIFTS)													
			Bourne	no bid				4.55						
	ASPHALT-RUBBER		Brewster					4.55						
10.00	SURFACE TREAT.		Dennis					4.55						
	(20% RUBBER)	PER SQ YARD	Eastham					4.55						
			Falmouth					4.55						
			Sandwich					4.55						
			Yarmouth					4.55						

			Dennis					3.50						
	ASPHALT RUBBER	PER SQ YARD	Harwich	no bid				3.50						
11.00	SURFACE TREAT.		Orleans					3.50						
	(10% RUBBER)		Sandwich					3.50						
			Yarmouth					3.50						
	SINGLE STONE SEAL	PER SQ YARD	Sandwich	no bid				2.25						
12.00	SURFACE TREAT.		Yarmouth					2.25						
			Eastham					4.10						
13.00	DOUBLE STONE SEAL	PER SQ YARD	Sandwich					4.10						
	SURFACE TREAT.		Yarmouth					4.10						
			Dennis	no bid								150.00	80.60	
	POUROUS PAVEMENT	PER SQ YARD	Eastham									175.00	84.00	
14.00	FULL DEPTH		Provincetown									500.00	111.50	
			Yarmouth									175.00	80.60	
			Brewster	no bid					28.75					
	BIT PAVEMENT REPAIR		Dennis						28.75					
15.00			Orleans						28.75					
	INFRO-RED METHOD		Sandwich						28.75					
			Yarmouth						28.75					
			Brewster	60.00								140.00	48.00	
			Dennis									120.00	70.00	
	PARTIAL DEPTH		Eastham									140.00	70.00	
16.00	PAVEMENT PATCH	SQ. YD.	Harwich									140.00	70.00	
			Sandwich									160.00	48.00	
			Provincetown									500.00	90.00	
			Yarmouth									120.00	48.00	
			Brewster	no bid										
			Dennis									225.00	230.00	
			Eastham									235.00	250.00	
17.00	MISC. PAVEMENT PATCH	PER TON	Harwich									235.00	240.00	
			Sandwich									275.00	230.00	
			Provincetown									500.00	280.00	
			Yarmouth									235.00	230.00	

			Orleans									260.00	240.00	
				no bid										
18.00	VELOCITY SPRAY	PER DAY	Harwich											
	INJECTION POTHOLE REPAI													
		PER SQ YARD	Dennis	no bid			6.38							
19A	CAPE SEAL		Sandwich				6.32							
	SINGLE STONE		Provincetown				6.58							
19B	CAPE SEAL													
	W/DOUBLE STONE CHIPSEA		Provincetown				8.75							
	PAVEMENT SEALING	PER SQ YARD	Brewster			2.97	7.34							
20.00	(PAVE SHIELD)		Dennis			2.83	7.06							
			Sandwich			2.86	6.78							
			Provincetown			3.05	8.19							
	UNDER 1500 SQ YARD/DAY													
		PER SQ YARD	Brewster			3.49	2.72							
21.00	PAVEMENT SEALING		Dennis			3.09	2.65							
	(PAVE SHIELD)		Sandwich			3.09	2.58							
	1500 SQ YARD/DAY		Provincetown			3.65	2.93							
	OR GREATER		Yarmouth			3.09	2.65							

COUNTY OF BARNSTABLE
PURCHASING
DEPARTMENT OF FINANCE

Elaine Davis
Chief Procurement Officer

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

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

December 96, 2016

MEMORANDUM

TO: County Commissioners

FROM: Elaine Davis, Chief Procurement Officer

RE: Advanced Payment

The County issued a Request for Proposals for qualified contractors to provide services for the Continuum of Care Planning for the Department of Human Services. One response was received from Lee Hamilton, Ph.D. The proposals were reviewed by Beth Alberts and Vaira Harick from the Department of Human Services. Both rated the proposal as Highly Advantageous. The price proposal was for $53.19/hour for 479 hours, equaling $25,478.01. The contract is for one year from the execution of the contract with two one year options to renew.

Please award the contract to Lee Hamilton, Ph.D as the bidder submitting a highly advantageous proposal within the allotted budget.

Thank you.

County Commissioners:

Sheila Lyons

Mary Pat Flynn

Leo Cakounes

12/21/2016
Date

AGREEMENT
BETWEEN

Barnstable County through
3195 Main St.
Barnstable, MA 02630

and

Lee M. Hamilton, Ph.D.
27 Plymouth Road
Yarmouth Port, MA 02675

THIS AGREEMENT, made this _____ day of _____ 2015 by and between Lee M. Hamilton, Ph.D. (hereinafter referred to as Contractor), and Mary Pat Flynn, Ronald Beaty and Leo Cakounes as they are the Commissioners of Barnstable County, acting by and through the Cape Cod County (hereinafter referred to as the County) but without any personal liability.

WITNESSETH THAT:

WHEREAS, the Barnstable County Commissioners have issued a Request for Proposals from qualified contractors to provide services for Continuum of Care Planning.

WHEREAS, the Contractor has been selected through a competitive procurement process to perform this assistance,

WHEREAS, the vendor is the responsive, responsible bidder submitting the most advantageous proposal

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

1. Employment of Contractor. The County hereby agrees to engage the Contractor to perform the services hereinafter set forth in the Scope of Services. Contractor shall not be considered an employee of Barnstable County. Contractor hereby agrees to hold the County harmless from any claims regarding worker's compensation benefits, unemployment compensation benefits, retirement benefits, or any other benefit normally attributable to the status of "employee" and Contractor specifically agrees to pay for all damages incurred by the County, including costs, benefits, and reasonable attorney fees in the event the Contractor files such claim.

2. Scope of Services. The Contractor shall perform the scope of services as set forth in Barnstable County's Request for Proposals dated November 7, 2016 and its proposal dated November 21, 2016, incorporated herein by reference.

3. Time of Performance. Work in connection with the Agreement shall begin upon execution of this Agreement and continue until one year from execution of the contract with two one year options to renew at the sole discretion of the County.

4. Payment. The County shall compensate the Contractor $53.19/hour for 479 hours, for a total of $25,478.01. Travel and other expenses authorized shall be within the total contract limiting fee. 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.

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

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

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

8. Non-Discrimination in Employment and Affirmative Action. The Contractor shall take affirmative action to ensure that qualified applicants and employees are treated without regard to age, race, color, religion, sex, marital status, sexual orientation, national origin, disability, or Vietnam Era Veteran status. The contractor agrees to comply with all applicable Federal and State statutes, rules and regulations prohibiting discrimination in employment including but not limited to: Title VII of the Civil Rights Act of 1964, as amended; Massachusetts General Laws Chapter 151B§(1); the Americans with Disabilities Act of 1990; and all relevant administrative orders and executive orders including Executive Order 246.

9. Subcontracting. None of the services to be provided by the Contractor pursuant to this Contract shall be subcontracted or delegated in whole or in part to any other organization, association, individual, corporation, partnership or other such entity without the prior written approval of the 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.

10. Interest of Members of County and Others. No officer, member or employee of the County, IT, 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 interested or has any personal or pecuniary interest, direct or indirect, in this Contract or the proceeds thereof.

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

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

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

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

15. Publication, Reproduction and Use of Material. No material produced in whole or in part under this Contract shall be subject to copyright in the United States or in any other country. The County shall have the unrestricted authority to publish, disclose, distribute, and otherwise use, in whole or in part, any reports, data or other materials prepared under this Contract.

16. Political Activity Prohibited. None of the services to be provided by the Contractor shall be used for any partisan political activity or to further the election or defeat of any candidate for public office.

17. Anti-Boycott Warranty. During the term of this Contract, neither the Contractor nor any "affiliated company" as hereafter defined, shall participate in or cooperate with an international boycott, as defined in Section 999 (b) (3) and (4) of the Internal Revenue Code of 1954, as amended by the Tax Reform Act of 1986, or engage in conduct declared to be unlawful by Sections 2 and 3 of Chapter 151E, Massachusetts General Laws. As used herein, an "affiliated company" shall be any business entity of which at least 51% of the ownership interested is directly or indirectly owned by the Contractor or by a person or persons or business entity or entities which directly or indirectly own at least 51% of the ownership interests of the Contractor.

18. Choice of Law. This Contract shall be construed under and governed by the laws of the Commonwealth of Massachusetts. The Contractor and the agents thereof, agree to bring any federal or state legal proceedings arising under this Contract, in which the County is a party, in a court of competent jurisdiction within the Commonwealth of Massachusetts. This paragraph shall not be construed to limit any rights a party may have to intervene in any action, wherever pending, in which the other is a party.

19. Force Majeure. Neither party shall be liable to the other nor be deemed to be in breach of this Contract for failure or delay in rendering performance arising out of causes factually beyond its control and without its fault or negligence. Such causes may include, but are not limited to: acts of God or the public enemy, wars, fires, floods, epidemics, strikes, or unusually severe weather. Dates or times of performance shall be extended to the extent of delays excused by this section, provided that the party whose performance is affected notifies the other promptly of the existence and nature of such delay.

20. Compliance with Laws. The Contractor shall promptly comply with all applicable laws, rules, regulations, ordinances, orders and requirements of the Commonwealth and any state or federal governmental authority relating to the delivery of the services described in this Contract subject to section 18 above. Unless otherwise provided by law, the Contractor shall promptly pay all fines, penalties and damages that may arise out of or are imposed because of the Contractor's failure to comply with the provisions of this section and, shall indemnify the County against any liability incurred as a result of a

violation of this section. If the Contractor receives federal funds pursuant to this Contact, Contractor understands and agrees to comply with all federal requirements including but not limited to audit requirements. Not-for-Profit entities that receive federal funds from the County must comply with the audit requirements outlined in the Office of Management and Budget OMB Circular A-133.

21. Headings, Interpretation and Severability. The headings used herein are for reference and convenience only and shall not be a factor in the interpretation of the Contract. If any provision of this Contract is declared or found to be illegal, unenforceable, or void, then both parties shall be relieved of all obligations under that provision. The remainder of the Contract shall be enforced to the fullest extent permitted by law.

22. Licensing. All software provided under this agreement shall be licensed to the Barnstable County Information Technology Department, owned by Barnstable County, and used in agreement with the licensing terms of the software manufacturers.

23. Data ownership. All data contained in the proposed solution shall be and remain the property of Barnstable County and the Cape Cod County. The proposer retains no right to use or access the data once the scope of this contract is complete.

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

BARNSTABLE COUNTY COMMISSIONERS:

_____
Leo Cakounes

_____
Mary Pat Flynn

_____
Ronald Beaty

_____
Date

FOR THE CONTRACTOR:
Lee M. Hamilton
December 27, 2016
Date

Lee M. Hamilton, Ph.D.
Grant Writer/Research Consultant
27 Plymouth Road
Yarmouth Port, MA 02675
508-258-0248 / 508-241-3995 (cell)
lhamilton@capecod.net

November 21, 2016

Barnstable County
Purchasing / Department of Finance
3195 Main Street, Box 427
Barnstable, MA 02630

Subject: RFP for CoC Planning Coordinator

Dear Elaine Davis, Chief Procurement Officer:

Please accept the attached application for the consulting position of CoC Planning Coordinator for the Barnstable County Department of Human Services. I am very confident that this application will attest to my experience.

I have been involved with the CoC for over 16 years and have served as the HUD CoC Application grant writer/consultant for the past 14 years. This extensive experience has involved planning activities where I have participated in and/or completed various tasks, ranging from the annual point-in-time count, creating evaluation and scoring tools for ranking purposes, and defined needs to be addressed to bring the CoC in compliance with HUD's strategic goals and the Hearth Act. My academic education both as an applied sociologists (BA and Masters) and Ph.D. in Social Policy has trained me to think critically and analytically. I have conducted several research projects and strongly feel that these research skills coupled with my experience as a grant writer, and involvement in planning issues, transcends to the ability to plan out activities, work independently when needed but also work closely with committees and network with the larger community to accomplish the goals.

I have and established strong working relationship with CoC members, and others in the community involved in housing and homeless issues, as well as the HUD Field Office Representative and handle myself in a professional manner at all times. I have a very strong work ethic and am very diligent in completing tasks as efficiently as possible.
I look forward to the opportunity to further discuss my skills and believe I am well qualified to complete all components of this proposal.

Sincerely,

Lee M. Hamilton

Lee M. Hamilton, Ph.D.

Barnstable County Department of Human Services Non-Price Proposal
Continuum of Care Planning Coordinator Activities

TYPE OF ORGANIZATION:

I am the sole proprietor of this consulting / grant writing business. I work independently out of my home office and, on a few occasions, have contracted a temporary assistant on a consultant basis when necessary. I do not have any paid employees and therefore believe I am exempt from the need to have a Certificate of Insurance. I have had extensive experience working on housing and homeless issues both as a grant writer and consultant.

PROJECT NARRATIVE - SCOPE OF WORK

1. Assist CoC and ESG Recipients and Subrecipients to meet HUD's Strategic Plan and CoC Performance Goals:

In order to increase the number of permanent housing beds designated for chronically homeless this includes monitoring the amount each project disperses to determine possible reallocation funds for new projects. I was involved in the Reallocation Committee that created the Reallocation Policy in 2014: I've been involved each year in determining reallocation funds for new projects. In fact, the first year we reallocated any funds was in the FY2013 application when due to my initiative (and persistence) the CoC reallocated funds for the first time.

The CoC has an informal policy that all applications for HUD CoC funds for new beds must be both housing first and dedicated chronically homeless projects (to do otherwise would hinder the approval of these projects). There are currently three HUD funded grantees not listed as housing first: with the cooperation of the Collaborative Applicant, I will work with these grantees to bring them on board to become housing first if at all possible.

I will work with the Collaborative Applicant to ensure that when funds are available (both reallocation and bonus funds) that we design a RFP that goes out in a timely manner and will work to promote project applications from underserved regions within our CoC.

The APR Review process monitors HUD's performance goals, such as housing stability, and program participants receiving cash and non-cash benefits. When the committee identifies poor project performance, workshop topics will be identified to strengthen outcomes.

In collaboration with CoC and Regional Policy Board members, I will work with the Collaborative Applicant to develop a process to determine if outreach is reaching the needs of victims of domestic violence, unattended youth, veterans, and unsheltered homeless individuals and families.

2. Develop and Implement Performance Monitoring Policies/Procedures.

I have been involved in 2015 and 2016 in conducting site visits to monitor grantees (in 2015 with Paula Schnepp and in 2016 with Beth Albert or Marc Israel). The Collaborative Applicant has formulated a Monitoring Chart including the request for grantees to share copies of any HUD Boston Field Office Grantee On-Site Monitoring Reports. I keep a chart of when APRs are due, review APRs prior to submission to HUD and also request a copy of the Closeout certifications as part of the APR submission process: the Closeout Certification verifies the Amount of the Contract, Amount Dispersed and any Balance Remaining and is compiled and used in reallocation decisions. It is important to also include in the Monitoring process if grantee projects are not designated CH beds but have agreed to prioritize beds for CH upon turnover, are actually fulfilling that obligation, especially since they receive scoring points for this.

The one current monitoring gap is the CoC's Emergency Solutions Grant (ESG) funded projects as the only time data is gathered is during the PIT count: this will be rectified to include this in any future monitoring process.

3. Plan, Coordinate, and Respond to Required Program Components

I have been involved in the Point-in-Time (PIT) for a number of years and will take the lead in coordinating the FY2017 count with the Collaborative Applicant, HMIS Coordinator, and the Regional Network Coordinator to complete the following: 1) evaluate all program lists, forms, and questionnaires and update as necessary; 2) send out an email Save the Date announcement; 3) coordinate training with the Street Outreach Team for the unsheltered count; 4) gather the data; and 5) evaluate data for any inaccuracies and/or missing information and conduct follow-up whenever necessary. The PIT data for sheltered and unsheltered persons, including subpopulation data, will be entered into Homeless Data Exchange (HDX).

I will work with the HMIS Coordinator on the completion of the Housing Inventory Chart (HIC) and data entry into HDX: Forms and/or email contact will be established with the non-HMIS participating programs. The appropriate PIT and HIC data will be provided to the County and two entitlement communities upon request.

If the Collaborative Applicant determines that the CoC should be involved in a statewide Unaccompanied Youth Survey, I will attend any statewide training in preparation for the FY2017 Youth Count Survey and will coordinate with key players based on the groundwork established by the Collaborative Applicant in FY2014 and FY2015.

I am familiar with the Governance Charter, the HMIS Charter and am comfortable reviewing these documents annually as they are important attachment to the annual HUD CoC Application.

4. Assist with Annual CoC Grant Application:

As the HUD CoC Grant writer for the past 14 years, I have been involved in all aspects of this application. I have reviewed each new and renewal application, including making sure each required document is accurate. I have updated and sent the Grant Inventory Worksheet to Grantees for review, and submitted to the HUD Field Office representative for final review. I worked with the Collaborative Applicant to finalize the RFP Concept Paper and the scoring methodology of new projects: I have gathered the Performance Review criteria for renewal projects to determine scoring for ranking purposes. I have compiled all the ranking data and facilitated the review Committee where final ranking of all projects was determined and created Ranking Chart based on these decisions. I have completed these tasks for a number of years in my role as CoC Grant Writer.

The only new responsibility is to complete the Collaborative Applicant's Planning and CES applications which I assume will be a cooperative endeavor.

5. Other Responsibilities:

I will work with the Collaborative Applicant, other CoC Planning Committee members, and HUD CoC Grantees, especially during monitoring visits, to determine any training needs. I will organize and/or coordinate local training sessions, and/or HUD Technical Assistance training requests (HUD TA requests must come directly from the Collaborative Applicant) on an as needed basis. These are all tasks I have been involved with in the past. I currently participate in the monthly CoC Planning Meetings established by the Collaborative Applicant upon the completion of the FY2015 HUD CoC Application, and am fully capable of taking on the responsibility of coordinating these monthly meetings.

I will convene the APR Review Committee which currently consists of me and Marc Israel, the HIMS Coordinator. I will work toward strengthening a process of providing feedback based on the outcome of the APR Review as it pertains to performance measures and discuss any issues during the grantee monitoring site visits.

LISTINGS AND DESCRIPTION OF PREVIOUS SIMILAR ASSIGNMENTS

Barnstable County Department of Human Services, CoC Grant Writing Contract for the FY2016 HUD CoC Application

(December 11, 2015 through to submission of application on September 13, 2016)
Scope of services included gathering and entering data for Application; monitoring and gathering data from other CoC Planning Members; compile Performance Measurement and other scoring data for renewal projects to create a scoring chart to rank renewal projects; organize and facilitate a review committee for new projects and score new projects; work with the collaborative applicant to determine RFP for renewal and new projects and revise and/or determine scoring for these projects; work with planning team and grantees to determine reallocation amounts; completion of application includes making sure all required documentation is attached; review all renewal projects including required documentation;

Barnstable County Department of Human Services, CoC Planning Contract

(December 11, 2015 – December 10, 2016)
Scope of services; assist in PIT Count, calculate and finalize Point in Time (PIT) and Housing Inventory Chart (HIC) data and conduct follow up for missing data, oversee and/ or input data into HUD Data Exchange website; APR track due dates, review APR's prior to submission; monitor APR performance; participate in CoC Planning Committee and Grantee Monitoring Site Visits; and provide PIT and HIC data to Consolidated Plan regions.

Barnstable County Department of Human Services, CoC Grant Writing Contract for the FY2015 HUD CoC Application

(August, 2014 – June 2015)
Scope of services included gathering and entering data for Application; monitoring and gathering data from other CoC Planning Members; compile Performance Measurement and other scoring data for renewal projects to create a scoring chart to rank renewal projects; organize and facilitate a review committee for new projects and score new projects; work with the collaborative applicant to determine RFP for renewal and new projects and revise and/or determine scoring for these projects; work with planning team and grantees to determine reallocation amounts; completion of application includes making sure all required documentation is attached; review all renewal projects including required documentation;

Barnstable County Department of Human Services, FY2014 HUD CoC Grant Application

(December 11, 2014 – December 10, 2015)
Responsibilities similar to those outlined above

Community Action Committee of Cape Cod & Islands, Inc., CoC Planning Contract
(March, 2014 – December 10, 2014)
Responsibilities similar to those outlined above

Community Action Committee of Cape Cod and Islands, Inc. Grant Writing Contract (non-HUD related)
(May 2015 to current)
In addition to grant writing responsibilities, I am currently being contracted as primary consultant to conduct their *Fiscal Years 2018 – 2020 Community Assessment Report & Strategic Plan*, a Department of Housing and Community Development requirement for their Community Services Block Grant (CSBG) funding. I am co-chairing the Planning Committee with Caronanne Procaccini.

Barnstable County Department of Human Services, Contracted to Create a CoC Planning Document
(February 20, 2013 – March 30, 2013)
I created a Planning Document outlining the HUD CoC Application Process during a one-year calendar period. This included listing major tasks undertaken identifying roles/responsibilities designated as *Planning* and roles/ responsibilities designated as *Grant Related.*

Community Action Committee of Cape Cod & Islands, Inc., Annual HUD CoC Applications for FY2003, FY2004, FY2005, FY2006, FY2007, FY2009, FY2010, FY2011, FY2012, and FY2013
(2003 – 2013)
I was contracted each year to complete the HUD CoC Application with responsibilities similar to what is outlined above although the HUD Application has changed and become more complex over the years.

Barnstable County Cape Cod Commission, conducted a study titled Costs of Homelessness: A Study of Current and Formerly Chronically Homeless Individuals on Cape Cod, Massachusetts
(2006-2008 – study was made public in January 2009)
The study was under the oversight of Paul Ruchinskas, the then Affordable Housing Specialist. It was a very involved process which required an oversight committee, obtaining MOUs with a number of service providers including health care providers, designing consent forms, and personally interviewing and tracking 51 individuals over the course of a one year period. This project was funded through the Cape Cod Commission with additional funding from the Cape Cod Foundation's Future's Fund.

Curriculum Vitae

LEE M. HAMILTON

27 Plymouth Road • Yarmouth Port, MA 02675
508-241-3995 lhamilton@capecod.net
www.leehamilton.org

EDUCATION

- **Ph.D.**, Heller School for Social Policy and Social Welfare, Brandeis University, 2000.
  • SUPPORT AREA: Social Policy.
  • DISSERTATION: *Families at Risk of Homelessness in the Land of Plenty: Experiences on Cape Cod, Massachusetts - A Resort Community.*
- **M.A. in Applied Sociology** (*summa cum laude*), University of Massachusetts at Boston, 1988.
  • SUPPORT AREA: Social Policy and Evaluation Research
  • THESIS: *Homeless Families on Cape Cod, Massachusetts*
- **B.A. in Sociology and Women's Studies** (*summa cum laude*), University of Massachusetts at Boston, 1985.
- **A.A. in Sociology** (*summa cum laude*), Cape Cod Community College, 1982.

RESEARCH SKILLS

* Grant Writing
* Interview Techniques
* Questionnaire Design
* Qualitative/Quantitative Analysis
* Program/Policy Evaluation
* Needs Assessment
* Group Facilitator
* Survey Methods
* Formal Presentation
* Program Coordination

RESEARCH EXPERIENCE

Grant Writing:

- Researched and wrote the HUD Continuum of Care (CoC) annual application which included Exhibit I plus overseeing the individual application projects (Exhibit II) as part of the application packets for the annual applications - 2003 through 2016. From 2003 to 2011 contracted by Community Action Committee of Cape Cod and Islands, Inc. and 2012-2016 contracted by Barnstable County Department of Human Services on behalf of the Regional Network to Address Homelessness on Cape Cod and the Islands for Planning and Grant Writing activities. Cape and Islands HUD CoC FY2015 Application was awarded $1,932,912 to renew 145 beds, add 10 new beds, and fund a Planning Grant and a Coordinated Entry program for the region. The FY2016 Application was submitted on September 13, 2016 requesting $1,792,916 to renew 150 beds, add 5 new beds on Martha's Vineyard, fund a Planning Grant, and renewal and expand existing HMIS and Coordinated Entry programs.
- Plymouth Area Coalition for the Homeless, Inc. - ongoing grant writing and research for potential grants, with funding received from numerous applications submitted to date to fund capital improvement projects, 2006-2016.
- Community Action Committee of Cape Cod & Islands, Inc. - ongoing grant writing and research for potential grants, 2015-2016.
- Foundation for International Justice, Inc. - grant writing and research for potential grants for homeless youth, 2014-2015.

- Researched and wrote the HUD Housing Counseling Program grant for Smart Money Housing in Chicago, applications for 2010, 2012, 2013, 2014 with grants awarded each year. Application for 2016 pending.
- Advisory Capacity for Yakshna Solutions, Inc., Herndon ,VA, for the HUD Technical Assistance and Capacity Building (OneCPD) FY2011 & FY2012 grant application, March 2012.
- Grant writing for the North Shore Veteran's Program (a HOME Consortium application and a Concept Paper and work related to applying for a new project for the 2010 HUD CoC application.
- Researched and wrote HUD project application for the Falmouth Housing Corporation for 'Bridgeport', permanent supportive housing for eight chronically homeless individuals (this application was for the reallocation of funds awarded in the Continuum of Care component for a HUD SuperNOFA grant awards in 2003). The grant and technical submission were both approved by HUD and the housing units were occupied in July 2005.
- Researched and wrote grants for the Cape Cod Council of Churches, 2003 and 2004.
- Researched and wrote a project application for the HUD SuperNOFA 2002 Continuum of Care application for the Family and Children's Service of Nantucket, Inc, to fund: 'Demand Treatment! Partner' with Boston University School of Public Health; and 'Recovery House' a sober house on Nantucket.
- Applied and received funding from: The Caplan Foundation Dissertation Fellowship, 1999, and The Caplan Foundation Dissertation Grant, 1995, while attending the Heller School at Brandies University.

Homeless/Housing-Related Consulting Projects

- Contracted by Barnstable County Department of Human Services through their HUD CoC Planning Grant to work on planning aspects for the local Continuum of Care including components in preparation for the application process. 2015 -2016.
- Contracted by Community Action Committee of Cape Cod and Islands through their HUD CoC Planning Grant to work on planning aspects for the local Continuum of Care including components in preparation for the application process. 2014.
- Contracted by the Cape Cod Commission to conduct a 15 month research project, a *Cost Benefit Analysis Study of Chronically Homeless Individuals on Cape Cod,* to document and compare costs associated with the experiences of being homeless on the street versus residing in permanent supportive housing (units for formerly homeless individuals). Report completed and presented to the press February 2009 (document available at the Cape Cod Commission's website.)
- Authored the *Ten Year Plan to End Homelessness on Cape Cod and the Islands*, 2004-2005. Contracted by Community Action Committee of Cape Cod and the Islands, Inc. on behalf of the Leadership Council to End Homelessness on Cape Cod and the Islands (renamed Cape Cod & the Islands Regional Network to Address Homelessness). Prepared all promotional material for the community forum releasing the plan to the public.
- Conducted a Rent Reasonableness Survey to document market rents in Barnstable County (a requirement of the HUD Section 8 program) April 2005. Contracted by Housing Assistance Corporation.
- Conducted research on Affordable Housing in the Town of Barnstable, 2003–2004. Contracted by Housing Assistance Corporation.

- Research on "Appropriate Housing" including design of research questions and coordination of community focused discussions, 2001-2005.
  Contracted by Barnstable County Department of Human Services for The Human Condition Housing/Homelessness module.
- Completed Inventory List of Affordable Home Ownership units across Cape Cod, 2001.
  Contracted by Housing Assistance Corporation and funded through the Cape Cod Commission.
- Initiated and researched the point-in-time count of the homeless for the HUD SuperNOFA Continuum of Care Grant, 2001. Worked with Housing Assistance Corporation on behalf of the regional Continuum of Care to identify homeless people living in motels.

Other Consulting Projects

- Designed and taught a 10-week seminar on Qualitative Research for Professional Development, 2003. Education Development Center, Inc, West Newton, MA.
- Researched and wrote two reports on the status of youth on Cape Cod to supplement The Human Condition 2001 final report, for the Barnstable County Department of Human Services.
- Coordinator of Student Retention and Advising Project, Cape Cod Community College, 1996-1997. Sampling and supervising survey implementation and coordinating professional day presentations, workshops and focus groups for the Novel-Levitz consultants.

Dissertation Research Project: The Heller School, Brandeis University, 1997-2000.

- Designed and implemented a comprehensive county-wide study in cooperation with three agencies in Barnstable County to develop an understanding of families at risk of homelessness on Cape Cod, MA.

Research Assistant: The Heller School, Brandeis University, 1991.

- Worked with Dr. Margaret McAdam on a national survey regarding home health care workers.

Masters Thesis Project: Department of Sociology, University of Massachusetts at Boston, 1986-1988.

- A comprehensive study of homeless families on Cape Cod, Massachusetts in cooperation with Community Action Committee of Cape Cod and the Islands, the Massachusetts Department of Public Welfare and Housing Assistance Corporation.
  • Findings presented at a press conference in 1987 and also at the Massachusetts Sociological Association's Spring Conference at Salem State College, 1988.

Research Assistant: Department of Sociology, University of Massachusetts at Boston, 1987-1988.

- Provided quantitative assistance on a meta-evaluation project on the homeless with Dr. Russell Schutt.

Research Assistant: Department of Sociology, University of Massachusetts at Boston, 1987-1988.

- Coordinated a statewide accessibility survey and created a database for the Massachusetts Commission for the Deaf and Hard of Hearing with Dr. Russell Schutt.

Research Consultant: Department of Anthropology, University of Massachusetts at Boston, 1987-1988.

- Conducted a survey and constructed a database of union railroad workers with Dr. Frederick Gamst.

Research Consultant: Massachusetts Office of Job Partnership, Boston, MA, 1986.

- Provided quantitative analysis of an extensive database on employment training.

Research Project: Department of Sociology, University of Massachusetts at Boston, 1987-1988.

- Researched and authored a paper titled "College Students and AIDS as a Social Issue," presented at the Society for the Study of Social Problems Annual Conference, Chicago, IL, August 1987.

Research Assistant: Department of Sociology, University of Massachusetts at Boston, 1987-1988.

- Provided quantitative assistance on a meta-evaluation project on the homeless with Dr. Russell Schutt.

ACADEMIC/TEACHING EXPERIENCE

Adjunct Faculty: Department of Social Sciences, Behavioral Sciences, and Human Services, Cape Cod Community College, 1991-2016.

- Teach "Principles of Sociology" and "Race, Gender and Class in the U.S." This latter course fulfills a diversity requirement at four-year schools including Suffolk University and Bridgewater State College. (currently teach online classes).

Adjunct Faculty: College of Public and Community Services, University of Massachusetts at Boston, 2004.

- Designed course and lead instructor for "Social Research: Consumption and Design", a course offered at the Mashpee Wampanoag Tribal Council (funded by a W.K. Kellogg Foundation grant).

Teaching Assistant: Department of Sociology, University of Massachusetts at Boston, 1985-1987.

- Conducted lectures and class discussions for several sociology classes under Dr. Ann Cordilia and Dr. Daisy Tagliacozzo.
- Also conducted workshops, tutored students and graded papers.

Team Teaching: Division of Community Services, Cape Cod Community College, 1985.

- Co-designed and taught a component of "Women's Survival Course."

OTHER PROFESSIONAL EXPERIENCE

Mentor Coordinator: Advantage Program, Cape Cod Community College, 1992-2001.

- Designed and led the federally funded 'Peer Mentor Program'
- Coordinated and facilitated multicultural workshops and panel discussions.
- Trained and supervised peer mentors, designed printed matter, and edited a monthly newsletter.
- Served as Interim Life Skills/Transfer Counselor in 2000.

Academic Advisor: Cape Cod Community College, 1985-2001.

- Academic advising for Continuing Education students and students from the Department of Public Welfare's Employment and Training Program.

Internships:

- Conducted a survey of homeless families on Cape Cod for Community Action Committee of Cape Cod and the Islands, Department of Sociology, University of Massachusetts at Boston, 1987.
- Case management with elderly clients through Elder Services of Cape Cod and the Islands, Department of Sociology, University of Massachusetts at Boston, 1984.
- Criminal Justice Intern and Volunteer: Provided crisis intervention, court advocacy and shelter coverage for battered women at Independence House, Hyannis, MA. Department of Social Sciences, Cape Cod Community College, 1982

Community Affiliations

- Active attender of Cape & Islands Regional Network to Address Homelessness (formerly the Leadership Council). Former Co-chair of the Grant Subcommittee for the past 10 years and served on a number of other subcommittees, including the 10 Year Plan to End Homelessness Planning Group and the Working Group on Prevention, 2000-2014.
- Member of the Religious Society of Friends (Quakers), Co-Clerk of Yarmouth Preparative Friends Meeting, and formerly served on committees of Sandwich Monthly Meeting and New England Yearly Meeting, 1985-2016.
- Member of the Planning Committee of the Dennis-Yarmouth Ecumenical Council for the Homeless, 2015-2016.
- Former Chair of the Working Committee on Housing and Homelessness and a member of the Steering Committee and Task Force (Basic Needs Component) Barnstable County Department of Human Services, The Human Condition, 2001-2005.
- Harwich Housing Committee, to address affordable housing needs in the Town of Harwich, 2000-2003.
- Advisory Committee, Family Self-Sufficiency Program, Housing Assistance Corporation, 2001-2003.
- Steering Committee, WE-CAN Foundation (Women's Empowerment through Cape Area Networking), organizing to address the needs of women on Cape Cod, 2000-2002.
- Planning Committee, Housing Solutions - A Summit Conference, held at the Cape Cod Community College, 1999-2000.
- Poverty Prevention Task Force, Lower and Outer Cape Cod Community Coalition, 1998-2000.
- Institutional Research and Planning Committee, Cape Cod Community College, 1997-1998.
- Diversity Task Force Committee, Cape Cod Community College, 1994-1995.
- Fundraising Committee, Dennis-Yarmouth Ecumenical Council for the Homeless, 1994.
- Student Representative, Admissions Committee & Minority Concerns Committee, The Heller School, Brandeis University, 1989.
- Student Representative, Executive Council, Massachusetts Sociological Association, 1988.

AWARDS AND HONORS

- Profiled as an *Unsung Hero* in the March 28, 2006 edition of Cape Cod Life (3rd Annual 400 of Our Finest People on Cape Cod, Martha's Vineyard and Nantucket).
- Recipient of the Caplan Foundation Dissertation Fellowship, Heller School, Brandeis University, 1999.
- Recipient of the Caplan Foundation Dissertation Grant, Heller School, Brandeis University, 1995.
- Graduate Convocation Award, Department of Sociology, University of Massachusetts, Boston, 1988.
- Alpha Kappa Delta member, National Honorary Society in Sociology, 1984.
- Commencement Citizenship Award, Cape Cod Community College, 1982.

REPORTS, ABSTRACTS AND PRESENTATIONS

- *Costs of Homelessness: A Study of Current and Formerly Chronically Homeless Individuals on Cape Cod Massachusetts*, contracted by Cape Cod Commission (available at http://www.capecodcommission.org/housing/CostsofHomelessness020909.pdf), February 2009.
- Short statement published in the Spring 2006, Heller Alumni: News and Views, in response to the question, *Do you think mothers and children who received welfare assistance before welfare reform took effect in 1996 are better off today?*
- *End of Life Issues, Illness and Caregiving Concerns:* Co facilitator of a Seeker's Day Workshop, held at E. Sandwich Friends Meeting on February 11, 2006.
- *Ten Year Plan to End Homelessness on Cape Cod and the Islands* on behalf of the Leadership Council to End Homelessness on Cape Cod and the Islands (available at http://www.capecodcommission.org/housing/TenYearPlanFeb2005.pdf). The study was presented to the public at Barnstable Town Hall, Barnstable Massachusetts, February 11, 2005.
- *The Grand Community Effort to End Homelessness on the Cape and Islands*: Facilitator of the Homelessness Prevention Workshop. Symposium held at the Mattacheese Middle School in West Yarmouth, Massachusetts, October 23, 2003.
- Presenter and team facilitator of the Housing/Homelessness component of The Human Condition, 2001-2005 Project, *Action Challenge*. A public forum held in West Barnstable, Massachusetts, October 3, 2003.
- *Young People of Cape Cod: Ages Birth - Nine Years*, Snapshots of the Human Condition on Cape Cod, Barnstable County Department of Human Services, Publication 02-001, 2002.
- *Learning to Prejudge*: Workshop facilitator for a parenting series at West Parish Congregational Church, West Barnstable, MA, February 10, 2002.
- *Families at Risk of Homelessness on Cape Cod, Massachusetts*: Presentation at the Cape Cod Community College's, Brown Bag Luncheon, April 2001.
- *Families at Risk of Homelessness on Cape Cod, Massachusetts - A Resort Community*: Report prepared for Community Action Committee of Cape Cod and the Islands, Inc., Housing Assistance Corporation, and Interfaith Council for the Homeless of Lower Cape Cod, September, 2000.
- *White Privilege*: Workshop Facilitator at Cape Cod Community College's Professional Development Day, January 2000.
- *Defining and Identifying Homelessness on Cape Cod*: Presentation to the Cape Cod Community College, Nursing Program students, Spring 1996.
- *Theories of Prejudiced Thought*: Workshop facilitator for the Plymouth County Education Association's Southeastern Massachusetts Leadership Conference, March 22, 1995.
- *Families at Risk of Homelessness*: Presentation at the Chatham Unitarian Universalist Fellowship, 1994.
- *Unlearning Prejudice Thinking*: Presentation at the Chatham Unitarian Universalist Fellowship, 1993.
- *A Report on the Survey of Homeless Families on Cape Cod*: Presentation at the Massachusetts Sociological Association's Spring Conference, Salem State College, April 23, 1988.

- *College Students and AIDS as a Social Issue*: Presentation at the Society of Social Problems, Annual Conference, Chicago, IL, August 1987.
- *College Students and AIDS as a Social Issue*: Abstract published in the Sociological Abstracts, August 1987.
- *A Report on the Survey of Homeless Families on Cape Cod, Massachusetts*: Prepared for Community Action Committee of Cape Cod and the Islands, Inc., December 1987. (Findings were also released in a press conference)

ATTACHMENT A
CERTIFICATE of NON-COLLUSION AND TAX COMPLIANCE

Pursuant to MGL Chapter 62C, Section 49A, I certify under the penalties of perjury that I, to the best of my knowledge and belief, have complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.
I certify under the penalties of perjury that this proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certificate, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club or other legal organization, entity or group of individuals.

Company: Lee M Hamilton Consultant and Grant Writer

Address: 27 Plymouth Road
Yarmouthport MA 02675

Signature of Individual Signing Proposal, or Corporate Officer:

X Lee M. Hamilton

Telephone: 508-241-3995

Social Security Number Or Federal Identification Number:

SSN or EIN 029-32-0457

Date: Nov. 21, 2016

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

ATTACHMENT B:
REFERENCE FORM

Contractor: Lee M. Hamilton, Ph.D.
Consultant / Grant Writer

Contractor must provide references for:
All current clients for which the Proposer is providing services.

Reference: Barnstable County Dept Human Services Contact: Beth Albert
Address: 3165 Main St. Phone: 508-375-6626
Barnstable MA 02630 Fax: 508-362-0290

Description and date(s) of supplies or services provided:
Dec 11, 2015 - Dec 10, 2016 HUD CoC Planning & Grant Writing Contract (HUD FY2016 CoC Application submitted on 9/13/16) - Responsibilities too numerous to list but are very compatable with this RFP.

Reference: Community Action Committee of Cape Cod & Islands Contact: Kristina Dower
Address: 88 North Street Phone: 508-862-6160 X160
Hyannis MA 02601 Fax: 508-737-6347

Description and date(s) of supplies or services provided:
May 2015 to Present - Grant Writer
August to Present - Lead Consultant & Co-Chair of Planning Committee on the Agency's FY 2018-2020 Community Assessment Report and Strategic Plan

Reference: Cape Cod Community College Contact: Dean Susan Miller
Address: 2240 Iyannough Rd Phone: 508-362-2131 X4347
W Barnstable MA 02668 Fax:

Description and date(s) of supplies or services provided:
Adjunct Instructor in Sociology (1990 to present) although this doesn't quite fit into the responsibilities of this RFP it does show my persistence.

Attach additional sheets if necessary.

Barnstable County Department of Human Services
Continuum of Care Planning Coordinator

Price Proposal Statement

Calculations are based on the following:

- **$53.19 per hour at 479 hours = $25,478.01**

Quotation

Hach
PO Box 608
Loveland, CO 80539-0608
Phone: (800) 227-4224
Email: quotes@hach.com
Website: www.hach.com

Quote Number: 100163362v6
Use quote number at time of order to ensure that you receive prices quoted

Quote Date: 21-Nov-2016

Quote Expiration: 06-Dec-2016

Barnstable County
3195 MAIN STREET
BARNSTABLE, MA 02630

Name: GONGMIN LEI
Phone: 508-375-6606
Email: GMLEI@BARNSTABLECOUNTY.ORG

Sales Contact: Nick Mizenko Email: nmizenko@hach.com Phone: 330-239-3436

PRICING QUOTATION

Line	Part Number	Description	Qty	Unit Price	% Disc	Net Unit Price	Extended Price
1	QC85S2XR0	aa KTO: QUIKCHEM 8500, S2, w/o CHANNEL, 115V	1	11,685.00	30%	8,179.50	8,179.50
1.1	A85025	KIT, ACCESSORY, QC8500					
1.2	A58102	CORE UNIT, 115V, QC8500 S2					
1.3	LIMETH	LACHAT INSTRUMENT METHOD BINDER					
1.4	85203	PACKAGING SET, 1-2 CHANNEL, QC-8500					
1.5	14011L	SUPRESSOR, SURGE, 115V					
1.6	DOC022.97.80339	INSTALLATION MANUAL, LACHAT QUICKCHEM 8500 SERIES 2, ROW					
1.7	DOC022.97.80410	MAINTENANCE MANUAL, LACHAT QUICKCHEM 8500 SERIES, ROW					
1.8	DOC022.97.80411	OPERATIONS MANUAL, LACHAT QUICKCHEM 8500 SERIES, ROW					
2	A85140	PUMP, 16 CH PVDF - 115V, QC8500	1	9,616.00	30%	6,731.20	6,731.20
3	A85142	SAMPLER ASSY, ASX560, 90 POS RACK, 115V	1	13,310.00	30%	9,317.00	9,317.00
4	A85081	aa OMNION 4.0 SOFTWARE KIT, CD - FIA/IC	1	3,537.00	30%	2,475.90	2,475.90
5	85255	Dell Optiplex 7010, small form factor base, standard PSU	1	1,590.00	30%	1,113.00	1,113.00
6	A89103	PDS200, 115V*** AUTO DILUTOR	1	7,600.00	30%	5,320.00	5,320.00
7	85188	SHELF, ASSEMBLY, QC8500	1	431.00	30%	301.70	301.70
8	ICS21	KTO: QUIKCHEM 8500 S2 IC+ OPTION, 115V	1	19,557.00	30%	13,689.90	13,689.90
8.1	A28106	PUMP ASSY, SERIES III					
8.2	A58000	SAMPLE PROCESSING MODULE, IC OPTION, S2					
8.3	LIMETH	LACHAT INSTRUMENT METHOD BINDER					
8.4	A85070	KIT, IC/FIA-ACCS/AUXILARY					
9	E10-510-00-1-E	DETERMINATION OF ANIONS IN WATER IN WATER BY IC	1	2,512.00	30%	1,758.40	1,758.40
10	41LI	Packing and Handling, LI	1	175.00		175.00	175.00
						Grand Total Discount	$ 20,951.40
						Grand Total	$ 49,061.60

TERMS OF SALE

Freight: Ground Prepay and Add

FCA: Hach's facility

All purchases of Hach Company products and/or services are expressly and without limitation subject to Hach Company's Terms & Conditions of Sale ("Hach TCS"), incorporated herein by reference and published on Hach Company's website at www.hach.com/terms. Hach TCS are contained directly and/or by reference in Hach's offer, order acknowledgment, and invoice documents. The first of the following acts constitutes an acceptance of Hach's offer and not a counteroffer and creates a contract of sale "Contract" in accordance with the Hach TCS: (i)
Buyer's issuance of a purchase order document against Hach's offer; (ii) acknowledgement of Buyer's order by Hach; or (iii) commencement of any performance by Hach pursuant to Buyer's order. Provisions contained in Buyer's purchase documents (including electronic commerce interfaces) that materially alter, add to or subtract from the provisions of the Hach TCS are not part of the Contract.

Due to International regulations, a U.S. Department of Commerce Export License may be required. Hach reserves the right to approve specific shipping agents. Wooden boxes suitable for ocean shipment are extra. Specify final destination to ensure proper documentation and packing suitable for International transport. In addition, Hach may require : 1). A statement of intended end-use; 2).Certification that the intended end-use does not relate to proliferation of weapons of mass destruction (prohibited nuclear end use, chemical / biological weapons, missile technology); and 3). Certification that the goods will not be diverted contrary to U.S. law.

ORDER TERMS:
Terms are Subject to Credit Review
Please reference the quotation number on your purchase order.
Sales tax is not included. Applicable sales tax will be added to the invoice based on the U.S. destination, if applicable provide a resale/exemption certificate.
Shipments will be prepaid and added to invoices unless otherwise specified.
Equipment quoted operates with standard U.S. supply voltage.
Hach standard terms and conditions apply to all sales.
Additional terms and conditions apply to orders for service partnerships.
Prices do not include delivery of product. Reference attached Freight Charge Schedule and Collect Handling Fees.
Standard lead time is 30 days.
This Quote is good for a one time purchase.

Sales Contact:

Name:	Nick Mizenko
Title:	Divisional Sales Manager
Phone:	330-239-3436
Email:	nmizenko@hach.com

Prepared By:

Name:	Heather Johnston
Title:	Field Sales Support Specialist
Phone:	800-247-7613 x3580
Email:	hjohnston@hach.com

TERMS & CONDITIONS OF SALE FOR HACH COMPANY PRODUCTS AND SERVICES

This document sets forth the Terms & Conditions of Sale for goods manufactured and/or supplied, and services provided, by Hach Company of Loveland, Colorado ("Hach") and sold to the original purchaser thereof ("Buyer"). Unless otherwise specifically stated herein, the term "Hach" includes only Hach Company and none of its affiliates. Unless otherwise specifically stated in a previously-executed written purchase agreement signed by authorized representatives of Hach and Buyer, these Terms & Conditions of Sale establish the rights, obligations and remedies of Hach and Buyer which apply to this offer and any resulting order or contract for the sale of Hach's goods and/or services ("Products").

1. APPLICABLE TERMS & CONDITIONS: These Terms & Conditions of Sale are contained directly and/or by reference in Hach's offer, order acknowledgment, and invoice documents. The first of the following acts constitutes an acceptance of Hach's offer and not a counteroffer and creates a contract of sale ("Contract") in accordance with these Terms & Conditions: (i) Buyer's issuance of a purchase order document against Hach's offer; (ii) acknowledgement of Buyer's order by Hach; or (iii) commencement of any performance by Hach pursuant to Buyer's order. Provisions contained in Buyer's purchase documents (including electronic commerce interfaces) that materially alter, add to or subtract from the provisions of these Terms & Conditions of Sale are not a part of the Contract.

2. CANCELLATION: Buyer may cancel goods orders subject to fair charges for Hach's expenses including handling, inspection, restocking, freight and invoicing charges as applicable, provided that Buyer returns such goods to Hach at Buyer's expense within 30 days of delivery and in the same condition as received. Buyer may cancel service orders on ninety (90) day's prior written notice and refunds will be prorated based on the duration of the service plan. Inspections and re-instatement fees may apply upon cancellation or expiration of service programs. Seller may cancel all or part of any order prior to delivery without liability if the order includes any Products that Seller determines may not comply with export, safety, local certification, or other applicable compliance requirements.

3. DELIVERY: Delivery will be accomplished FOB Destination (Incoterms 2010). For orders having a final destination within the U.S., legal title and risk of loss or damage pass to Buyer upon delivery. Hach will use commercially reasonable efforts to deliver the Products ordered herein within the time specified on the face of this Contract or, if no time is specified, within Hach's normal lead-time necessary for Hach to deliver the Products sold hereunder. Upon prior agreement with Buyer and for an additional charge, Hach will deliver the Products on an expedited basis. Standard service delivery hours are 8 am – 5 pm Monday through Friday, excluding holidays.

4. INSPECTION: Buyer will promptly inspect and accept any undamaged Products delivered pursuant to this Contract after receipt of such Products. In the event the Products do not conform to any applicable specifications, Buyer will promptly notify Hach of such nonconformance in writing. Hach will have a reasonable opportunity to repair or replace the nonconforming product at its option. Buyer will be deemed to have accepted any Products delivered hereunder and to have waived any such nonconformance in the event such a written notification is not received by Hach within thirty (30) days of delivery.

5. PRICES & ORDER SIZES: All prices are in U.S. dollars and are based on delivery as stated above. Prices do not include any charges for services such as insurance; brokerage fees; sales, use, inventory or excise taxes; import or export duties; special financing fees; VAT, income or royalty taxes imposed outside the U.S.; consular fees; special permits or licenses; or other charges imposed upon the production, sale, distribution, or delivery of Products. Buyer will either pay any and all such charges or provide Hach with acceptable exemption certificates, which obligation survives performance under this Contract. Hach reserves the right to establish minimum order sizes and will advise Buyer accordingly.

6. PAYMENTS: All payments must be made in U.S. dollars. For Internet orders, the purchase price is due at the time and manner set forth at www.hach.com. Invoices for all other orders are due and payable NET 30 DAYS from date of the invoice without regard to delays for inspection or transportation, with payments to be made by check to Hach at the above address or by wire transfer to the account stated on the front of Hach's invoice, or for customers with no established credit, Hach may require cash or credit card payment in advance of delivery. In the event payments are not made or not made in a timely manner, Hach may, in addition to all other remedies provided at law, either: (a) declare Buyer's performance in breach and terminate this Contract for default; (b) withhold future shipments until delinquent payments are made; (c) deliver future shipments on a cash-with-order or cash-in-advance basis even after the delinquency is cured; (d) charge applicable storage charges and/or inventory carrying charges; (e) repossess the Products for which payment has not been made; or (f) ~~recover all costs of collection; or (g)~~ combine any of the above rights and remedies as is practicable and permitted by law. Buyer is prohibited from setting off any and all monies owed under this from any other sums, whether liquidated or not, that are or may be due Buyer, which arise out of a different transaction with Hach or any of its affiliates. Should Buyer's financial responsibility become unsatisfactory to Hach in its reasonable discretion, Hach may require cash payment or other security. If Buyer fails to meet these requirements, Hach may treat such failure as reasonable grounds for repudiation of this Contract, in which case reasonable cancellation charges shall be due Hach. Buyer grants Hach a security interest in the Products to secure payment in full, which payment releases the security interest but only if such payments could not be considered an avoidable transfer under the U.S. Bankruptcy Code or other applicable laws. Buyer's insolvency, bankruptcy, assignment for the benefit of creditors, or dissolution or termination of the existence of Buyer, constitutes a default under this Contract and affords Hach all the remedies of a secured party under the U.C.C., as well as the remedies stated above for late payment or non-payment. See ¶22 for further wire transfer requirements.

7. LIMITED WARRANTY: Hach warrants that Products sold hereunder will be free from defects in material and workmanship and will, when used in accordance with the manufacturer's operating and maintenance instructions, conform to any express written warranty pertaining to the specific goods purchased, which for most Hach instruments is for a period of twelve (12) months from delivery. Hach warrants that services furnished hereunder will be free from defects in workmanship for a period of ninety (90) days from the completion of the services. Parts provided by Hach in the performance of services may be new or refurbished parts functioning equivalent to new parts. Any non-functioning parts that are repaired by Hach shall become the property of Hach. No warranties are extended to consumable items such as, without limitation, reagents, batteries, mercury cells, and light bulbs. **All other guarantees, warranties, conditions and representations, either express or implied, whether arising under any statute, law, commercial usage or otherwise, including implied warranties of merchantability and fitness for a particular purpose, are hereby excluded.** The sole remedy for Products not meeting this Limited Warranty is replacement, credit or refund of the purchase price. This remedy will not be deemed to have failed of its essential purpose so long as Hach is willing to provide such replacement, credit or refund.

8. INDEMNIFICATION: Indemnification applies to a party and to such party's successors-in-interest, assignees, affiliates, directors, officers, and employees ("Indemnified Parties"). Hach is responsible for and will defend, indemnify and hold harmless the Buyer Indemnified Parties against all losses, claims, expenses or damages which may result from accident, injury, damage, or death due to Hach's breach of the Limited Warranty.

9. PATENT PROTECTION: Subject to all limitations of liability provided herein, Hach will, with respect to any Products of Hach's design or manufacture, indemnify Buyer from any and all damages and costs as finally determined by a court of competent jurisdiction in any suit for infringement of any U.S. patent (or European patent for Products that Hach sells to Buyer for end use in a member state of the E.U.) that has issued as of the delivery date, solely by reason of the sale or normal use of any Products sold to Buyer hereunder and from reasonable expenses incurred by Buyer in defense of such suit if Hach does not undertake the defense thereof, provided that Buyer promptly notifies Hach of such suit and offers Hach either (i) full and exclusive control of the defense of such suit when Products of Hach only are involved, or (ii) the right to participate in the defense of such suit when products other than those of Hach are also involved. Hach's warranty as to use patents only applies to infringement arising solely out of the inherent operation of the Products according to their applications as envisioned by Hach's specifications. In case the Products are in such suit held to constitute infringement and the use of the Products is enjoined, Hach will, at its own expense and at its option, either procure for Buyer the right to continue using such Products or replace them with non-infringing products, or modify them so they become non-infringing, or remove the Products and refund the purchase price (prorated for depreciation) and the transportation costs thereof. The foregoing states the entire liability of Hach for patent infringement by the Products. Further, to the same extent as set forth in Hach's above obligation to Buyer, Buyer agrees to defend, indemnify and hold harmless Hach for patent infringement related to (x) any goods manufactured to the Buyer's design, (y) services provided in accordance with the Buyer's instructions, or (z) Hach's Products when used in combination with any other devices, parts or software not provided by Hach hereunder.

10. TRADEMARKS AND OTHER LABELS: Buyer agrees not to remove or alter any indicia of manufacturing origin or patent numbers contained on or within the Products, including without limitation the serial numbers or trademarks on nameplates or cast, molded or machined components.

11. SOFTWARE. All licenses to Hach's separately-provided software products are subject to the separate software license agreement(s) accompanying the software media. In the absence of such terms and for all other software, Hach grants Buyer only a personal, non-exclusive license to access and use the software provided by Hach with Products purchased hereunder solely as necessary for Buyer to enjoy the benefit of the Products. A portion of the software may contain or consist of open source software, which Buyer may use under the terms and conditions of the specific license under which the open source software is distributed. Buyer agrees that it will be bound by any and all such license agreements. Title to

HACH®
Be Right™

software remains with the applicable licensor(s).

12. PROPRIETARY INFORMATION; PRIVACY: "Proprietary Information" means any information, technical data or know-how in whatever form, whether documented, contained in machine readable or physical components, mask works or artwork, or otherwise, which Hach considers proprietary, including but not limited to service and maintenance manuals. Buyer and its customers, employees and agents will keep confidential all such Proprietary Information obtained directly or indirectly from Hach and will not transfer or disclose it without Hach's prior written consent, or use it for the manufacture, procurement, servicing or calibration of Products or any similar products, or cause such products to be manufactured, serviced or calibrated by or procured from any other source, or reproduce or otherwise appropriate it. All such Proprietary Information remains Hach's property. No right or license is granted to Buyer or its customers, employees or agents, expressly or by implication, with respect to the Proprietary Information or any patent right or other proprietary right of Hach, except for the limited use licenses implied by law. Hach will manage Customer's information and personal data in accordance with its Privacy Policy, located at http://www.hach.com/privacypolicy.

13. CHANGES AND ADDITIONAL CHARGES: Hach reserves the right to make design changes or improvements to any products of the same general class as Products being delivered hereunder without liability or obligation to incorporate such changes or improvements to Products ordered by Buyer unless agreed upon in writing before the Products' delivery date. Services which must be performed as a result of any of the following conditions are subject to additional charges for labor, travel and parts: (a) equipment alterations not authorized in writing by Hach; (b) damage resulting from improper use or handling, accident, neglect, power surge, or operation in an environment or manner in which the instrument is not designed to operate or is not in accordance with Hach's operating manuals; (c) the use of parts or accessories not provided by Hach; (d) damage resulting from acts of war, terrorism or nature; (e) services outside standard business hours; (f) site prework not complete per proposal; or (g) any repairs required to ensure equipment meets manufacturer's specifications upon activation of a service agreement.

14. SITE ACCESS / PREPARATION / WORKER SAFETY / ENVIRONMENTAL COMPLIANCE: In connection with services provided by Hach, Buyer agrees to permit prompt access to equipment. Buyer assumes full responsibility to back-up or otherwise protect its data against loss, damage or destruction before services are performed. Buyer is the operator and in full control of its premises, including those areas where Hach employees or contractors are performing service, repair and maintenance activities. Buyer will ensure that all necessary measures are taken for safety and security of working conditions, sites and installations during the performance of services. Buyer is the generator of any resulting wastes, including without limitation hazardous wastes. Buyer is solely responsible to arrange for the disposal of any wastes at its own expense. Buyer will, at its own expense, provide Hach employees and contractors working on Buyer's premises with all information and training required under applicable safety compliance regulations and Buyer's policies. If the instrument to be serviced is in a Confined Space, as that term is defined under OSHA regulations, Buyer is solely responsible to make it available to be serviced in an unconfined space. Hach service technicians will not work in Confined Spaces. In the event that a Buyer requires Hach employees or contractors to attend safety or compliance training programs provided by Buyer, Buyer will pay Hach the standard hourly rate and expense reimbursement for such training attended. The attendance at or completion of such training does not create or expand any warranty or obligation of Hach and does not serve to alter, amend, limit or supersede any part of this Contract.

15. LIMITATIONS ON USE: Buyer will not use any Products for any purpose other than those identified in Hach's catalogs and literature as intended uses. Unless Hach has advised the Buyer in writing, in no event will Buyer use any Products in drugs, food additives, food or cosmetics, or medical applications for humans or animals. In no event will Buyer use in any application any Product that requires FDA 510(k) clearance unless and only to the extent the Product has such clearance. Any warranty granted by Hach is void if any goods covered by such warranty are used for any purpose not permitted hereunder.

16. EXPORT AND IMPORT LICENSES AND COMPLIANCE WITH LAWS: Unless otherwise specified in this Contract, Buyer is responsible for obtaining any required export or import licenses. Hach represents that all Products delivered hereunder will be produced and supplied in compliance with all applicable laws and regulations. Buyer will comply with all laws and regulations applicable to the installation or use of all Products, including applicable import and export control laws and regulations of the U.S., E.U. and any other country having proper jurisdiction, and will obtain all necessary export licenses in connection with any subsequent export, re-export, transfer and use of all Products and technology delivered hereunder. Buyer will not sell, transfer, export or re-export any Hach Products or technology for use in activities which involve the design, development, production, use or stockpiling of nuclear, chemical or biological weapons or missiles, nor use Hach Products or technology in any facility which engages in activities relating to such weapons. Buyer will comply with all local, national, and other laws of all jurisdictions globally relating to anti-corruption, bribery, extortion, kickbacks, or similar matters which are applicable to Buyer's business activities in connection with this Contract, including but not limited to the U.S. Foreign Corrupt Practices Act of 1977, as amended (the "FCPA"). Buyer agrees that no payment of money or provision of anything of value will be offered, promised, paid or transferred, directly or indirectly, by any person or entity, to any government official, government employee, or employee of any company owned in part by a government, political party, political party official, or candidate for any government office or political party office to induce such organizations or persons to use their authority or influence to obtain or retain an improper business advantage for Buyer or for Hach, or which otherwise constitute or have the purpose or effect of public or commercial bribery, acceptance of or acquiescence in extortion, kickbacks or other unlawful or improper means of obtaining business or any improper advantage, with respect to any of Buyer's activities related to this Contract. Hach asks Buyer to "*Speak Up*!" if aware of any violation of law, regulation or our Standards of Conduct ("SOC") in relation to this Contract. See http://danaher.com/integrity-and-compliance and www.danaherintegrity.com for a copy of the SOC and for access to our Helpline portal.

17. FORCE MAJEURE: Hach is excused from performance of its obligations under this Contract to the extent caused by acts or omissions that are beyond its control of, including but not limited to Government embargoes, blockages, seizures or freeze of assets, delays or refusals to grant an export or import license or the suspension or revocation thereof, or any other acts of any Government; fires, floods, severe weather conditions, or any other acts of God; quarantines; labor strikes or lockouts; riots; strife; insurrections; civil disobedience or acts of criminals or terrorists; war; material shortages or delays in deliveries to Hach by third parties. In the event of the existence of any force majeure circumstances, the period of time for delivery, payment terms and payments under any letters of credit will be extended for a period of time equal to the period of delay. If the force majeure circumstances extend for six months, Hach may, at its option, terminate this Contract without penalty and without being deemed in default or in breach thereof.

18. NON ASSIGNMENT AND WAIVER: Buyer will not transfer or assign this Contract or any rights or interests hereunder without Hach's prior written consent. Failure of either party to insist upon strict performance of any provision of this Contract, or to exercise any right or privilege contained herein, or the waiver of any breach of the terms or conditions of this Contract will not be construed as thereafter waiving any such terms, conditions, rights, or privileges, and the same will continue and remain in force and effect as if no waiver had occurred.

19. LIMITATION OF LIABILITY: None of the Hach Indemnified Parties will be liable to Buyer under any circumstances for any special, treble, incidental or consequential damages, including without limitation, damage to or loss of property other than for the Products purchased hereunder; damages incurred in installation, repair or replacement; lost profits, revenue or opportunity; loss of use; losses resulting from or related to downtime of the products or inaccurate measurements or reporting; the cost of substitute products; or claims of Buyer's customers for such damages, howsoever caused, and whether based on warranty, contract, and/or tort (including negligence, strict liability or otherwise). The total liability of the Hach Indemnified Parties arising out of the performance or nonperformance hereunder or Hach's obligations in connection with the design, manufacture, sale, delivery, and/or use of Products will in no circumstance exceed in the aggregate a sum equal to twice the amount actually paid to Hach for Products delivered hereunder.

20. APPLICABLE LAW AND DISPUTE RESOLUTION: The construction, interpretation and performance hereof and all transactions hereunder shall be governed by the laws of the State of Massachusetts, without regard to its principles or laws regarding conflicts of laws. If any provision of this Contract violates any Federal, State or local statutes or regulations of any countries having jurisdiction of this transaction, or is illegal for any reason, said provision shall be self-deleting without affecting the validity of the remaining provisions. Unless otherwise specifically agreed upon in writing between Hach and Buyer, any dispute relating to this Contract which is not resolved by the parties shall be adjudicated ~~in order of preference~~ by a court of competent jurisdiction ~~(i)~~ in the State of ~~Colorado~~Massachusetts, U.S.A. ~~if Buyer has minimum contacts with Colorado and the U.S., (ii) elsewhere in the U.S. if Buyer has minimum contacts with the U.S. but not Colorado, or (iii) in a neutral location if Buyer does not have minimum contacts with the United States~~.

21. ENTIRE AGREEMENT & MODIFICATION: These Terms & Conditions of Sale constitute the entire agreement between the parties and supersede any prior agreements or representations, whether oral or written. No change to or modification of these Terms & Conditions shall be binding upon Hach unless in a written instrument specifically referencing that it is amending these Terms & Conditions of Sale and signed by an authorized representative of Hach. Hach rejects any additional or inconsistent Terms & Conditions of Sale offered by Buyer at any time, whether or not such terms or conditions materially alter the Terms & Conditions herein and irrespective of Hach's acceptance of Buyer's order for the described goods and services.

* * *

Additional Provisions

22. WIRE TRANSFERS: Buyer and Hach both recognize that there is a risk of wire fraud when individuals impersonating a business demand immediate payment under new wire transfer instructions. To avoid this risk, Buyer must verbally confirm any new or changed wire transfer instructions by calling Hach at +1-970-663-1377 and speaking with Hach's Credit Manager before transferring any monies using the new wire instructions. Both parties agree that they will not institute wire transfer

Instruction changes and require immediate payment under the new instructions but will instead provide a ten (10) day grace period to verify any wire transfer instruction changes before any outstanding payments are due using the new instructions.

* * *

Signature:	_____	_____	_____
	Mary Pat Flynn	Leo G. Cakounes	Ron Beaty
	Chair Commissioner	Vice Chair Commissioner	Commissioner
Date:	_____	_____	_____

DISCHARGE OF MORTGAGE

Barnstable County, acting by and through the Cape Cod Commission, *the holder of a mortgage*

By **Jason M. Tobey & Julie A. Brunelle**

to **Barnstable County, acting by and through the Cape Cod Commission,**

dated **August 21, 2007**

recorded with the **Barnstable County Registry of Deeds Book 22281 Page 247**

acknowledges satisfaction of the same.

Witness our hand and seal this _____ *day of January 2017*

BARNSTABLE COUNTY,

_____

_____

_____

As County Commissioners

COMMONWEALTH OF MASSACHUSETTS

Barnstable, ss.

On this _____ day of January 2017, before me, the undersigned notary public personally appeared _____

_____

_____

and proved to me through satisfactory evidence of identification, which was_____, to be the persons whose names are signed on the preceding or attached document, and acknowledged to me that they signed it voluntarily for its stated purpose.

_____

Notary Public
My Commission Expires:

SUBORDINATION OF MORTGAGE

WHEREAS, Margaret A. Hayes the owner of certain real estate located at 12 High Ridge Drive, Buzzards Bay, MA, Barnstable County, Massachusetts and

WHEREAS, Barnstable County is the holder of a mortgage on said premises which mortgage is dated **May 15, 2009** and registered in **Barnstable County Registry of Deeds, Book #20700 Page #325** in the original amount of **$2,900.00** and

WHEREAS, Margaret A. Hayes has received commitment for mortgage financing from **Citizens Bank, N. A..** in the amount of **$140,000.00**

NOW THEREFORE, in consideration of making of said mortgage loan in the amount of **$140,000.00** and the sum of One ($1.00) Dollar, the receipt of which is hereby acknowledged, and in order to avoid the inconvenience and expense of releasing and renewing the outstanding mortgage, the undersigned do hereby consent to the execution of the new first mortgage to **Citizens Bank, N.A.** and do hereby, for value received, waive any and all priority of lien or right under or by virtue of the mortgage in **Barnstable County Registry of Deeds, Book #20700 Page #325** and do hereby covenant, agree and declare that said mortgage registered in **Barnstable County Registry of Deeds, Book #20700 Page #325** shall be in all respects subject to and subordinate to the new mortgage for **$140,000.00** which is registered herewith at the Barnstable County Registry of Deeds.

IN WITNESS WHEREOF, Barnstable County has caused its corporate seal to be hereto affixed and these presents to be signed, acknowledged and delivered in its name and behalf by Mary Pat Flynn, Leo Cakounes and Ron Beaty hereto duly authorized, this **4th day of January, 2017.** The execution of these presents by two Commissioners constitutes a quorum of the Barnstable County Commissioners.

_____

_____

_____

ITS: Barnstable County Commissioners

COMMONWEALTH OF MASSACHUSETTS

BARNSTABLE, ss. January 4, 2017

On this 4th day of January 2017, before me, the undersigned notary public, personally appeared_____

_____, proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose

_____

Notary Public

My Commission Expires:

SUBORDINATION OF MORTGAGE

WHEREAS, David A. Rogers and Roberta Rogers the owner of certain real estate located at 28 Malabar Road, Chatham, MA, Barnstable County, Massachusetts and

WHEREAS, Barnstable County is the holder of a mortgage on said premises which mortgage is dated **May 15, 2009** and registered in **Barnstable County Registry of Deeds, Book #17795 Page #159** in the original amount of **$8,000.00** and

WHEREAS, David A. Rogers and Roberta Rogers has received commitment for mortgage financing from **Quicken Loans, Inc.** in the amount of **$210,700.00**

NOW THEREFORE, in consideration of making of said mortgage loan in the amount of **$210,700.00** and the sum of One ($1.00) Dollar, the receipt of which is hereby acknowledged, and in order to avoid the inconvenience and expense of releasing and renewing the outstanding mortgage, the undersigned do hereby consent to the execution of the new first mortgage to **Quicken Loans, Inc.** and do hereby, for value received, waive any and all priority of lien or right under or by virtue of the mortgage in **Barnstable County Registry of Deeds, Book #17795 Page #159** and do hereby covenant, agree and declare that said mortgage registered in **Barnstable County Registry of Deeds, Book #17795 Page #159** shall be in all respects subject to and subordinate to the new mortgage for **$210,700.00** which is registered herewith at the Barnstable County Registry of Deeds.

IN WITNESS WHEREOF, Barnstable County has caused its corporate seal to be hereto affixed and these presents to be signed, acknowledged and delivered in its name and behalf by Mary Pat Flynn, Leo Cakounes and Ron Beaty hereto duly authorized, this **4th day of January, 2017.** The execution of these presents by two Commissioners constitutes a quorum of the Barnstable County Commissioners.

_____

_____

_____

ITS: Barnstable County Commissioners

COMMONWEALTH OF MASSACHUSETTS

BARNSTABLE, ss. January 4, 2017

On this 4th day of January 2017, before me, the undersigned notary public, personally appeared_____

_____, proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose

_____

Notary Public

My Commission Expires: