

Received

APR 28 2017

Barnstable County Commissioners

April 24, 2017

Barnstable County Commissioner's Office
P.O. Box 427
3195 Main Street, Superior Courthouse
Barnstable, MA 02630

Dear Barnstable County Commissioners:

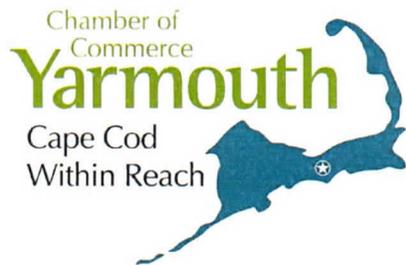
The Yarmouth Chamber of Commerce has overseen the Visitor Information Center located on Route 6 for nearly a decade. During that time, we have seen a steady increase in the number of visitors that take advantage of the services and amenities provided. In fact, in 2016 the Visitor Center's annual record was broken with over 40,000 guests and a daily record of 897 people walking through the doors in just 8 hours.

Millions of dollars are spent annually to market Cape Cod as a tourist destination. Almost 5 million people traveled to the Cape last year alone and there is no question that tourism is the largest economic driver we have in Barnstable County. A prime example of this is the Route 6 Rest Area which generates a minimum of 10 seasonal jobs and are indirectly responsible for additional seasonal employment by promoting businesses across Cape Cod.

The Yarmouth Chamber of Commerce is requesting the Commissioners to supplement the operating budget to run the Rest Area for the 2018 fiscal year. As the organization that understands the needs and requirements to operate the Rest Area we are prepared to take management of the facilities as of July 1, 2017. The funds generated from license plate money is clearly stated that it is to promote tourism and economic development. According to Massachusetts General Law Title XIV, Chapter 90 Section 2, *"40 per cent to the Barnstable county commissioners, 40 per cent to the Cape Cod Economic Development Council, Inc. or its successor and 20 per cent to the Lower Cape Community Development Corporation; provided, however, that all amounts so transferred shall be used to promote tourism and economic development;"* We have seen no better example of how a small amount of money can benefit so many taxpayers, county-wide, to promote tourism and economic development with such immediate and proven effect than reinstating the long-time tradition of maintaining the operation of this rest area. It is for the simple purity of our request and the consideration of the livelihoods that you could hinder that any termination of this precedent established by the Commissioners.

P.O Box 479 South Yarmouth, Massachusetts 02664 ~ www.yarmouthcapecod.com

(508) 778-1008 ~ (508) 778-5114 fax ~ director@yarmouthcapecod.com



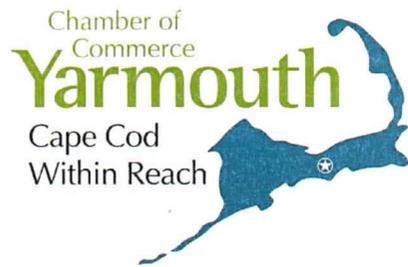
We have enclosed a projected 2018 operating budget for your review.

We thank you for your consideration of the very important request, to fund the Route 6 Rest Area for fiscal year 2018, so that our businesses, attractions, and destinations can thrive by promoting them.

Sincerely,

Mary Vilbon
Executive Director

James Saben
President



Route 6 Rest Area Projected Operating Budget:

Staff	\$ 10,000.00
Insurance	\$ 500.00
Utilities	\$ 2,000.00
Building Maintenance	\$ 1,500.00
Supplies	\$ 1,500.00
Contracted Services	\$ 21,200.00
Grounds	\$ 1,800.00
Trash Removal	\$ 1,500.00
	<hr/>
	<u><u>\$ 40,000.00</u></u>

AMENDMENT #1
BETWEEN

Barnstable County through
Cape Cod Commission
3225 Main Street
Barnstable, MA 02630

and

Crane Associates, Inc.
21 Ivy Lane
Suite 202
Burlington, VT 05408

THE AGREEMENT, made the 14th day of December 2016 by and between Crane Associates, Inc. (hereinafter referred to as Contractor), and Barnstable County, acting by and through the Cape Cod Commission (hereinafter referred to as the Commission) but without any personal liability is hereby amended as follows:

2. Scope of Services. The Contractor shall perform the additional scope of services as set forth in Attachment A.

4. Payment. The Commission shall compensate the Contractor for these additional services provided under Section 2, Scope of Services, at the rates in the original Agreement for an additional fee of \$4,140.00.

This amendment will not change any of the stipulations of the original previously defined Agreement.

IN WITNESS WHEREOF, the Commission and Contractor have executed this Amendment this _____ day of _____ in the year two thousand and seventeen.

BARNSTABLE COUNTY COMMISSIONERS:

Leo Cakounes, Chair

Mary Pat Flynn, Vice-Chair

Ronald Beaty, Commissioner

Date

FOR THE COMMISSION:



Paul Niedzwiecki, Executive Director

5/11/17

Date

FOR THE CONTRACTOR:



Michael Crane, President

5/10/17

Date

ATTACHMENT A
SCOPE OF WORK

The Contractor will engage the Peer Review Committee in a facilitated dialogue for the purposes of gathering critical housing policy guidance and understanding committee members' opinions on what types of housing policies would be most beneficial to the region. The results of this dialogue will inform the housing report's recommendations.

Tasks:

1. Distribute the latest draft findings to the Peer Review Committee (May 24, 2017)
2. Prepare a pre-meeting questionnaire and survey to gather initial perceptions and biases toward housing development policy (May 24, 2017)
3. Prepare a four-hour facilitated policy discussion, including set up and break down (May 25-29, 2017)
4. Conduct facilitated policy dialogue with Peer Review Committee (May 31, 2017)
5. Draft summary findings for delivery to the Commission (June 6, 2017)
6. Incorporate findings into final report policy recommendations (June 29, 2017)

Personnel: All work will be performed by Michael Crane.

Participation: In addition to Commission staff and Peer Review Panel members, each member of the Peer Review Panel will invite one additional Subject Matter Expert to the facilitated session. These additional participants are intended to complement the members' opinions with additional details from personal perspective and allow for more participation during a critical phase of the project from citizen leaders. The Commission will also invite five to six elected and/or appointed leaders to participate. The total number of participants is estimated at 25-30 people.

Budget:

Labor – 23 hours at \$135/hour	\$3,105.00
Expenses (supplies, travel)	<u>1,035.00</u>
Total	\$4,140.00

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

November 23, 2016

MEMORANDUM

TO: County Commissioners
FROM: Elaine Davis, Chief Procurement Officer
RE: Bid Award

On November 7, 2016 two proposals were received in response to the above referenced RFP: one from RKG Associates, Inc. in partnership with JM Goldson and the Horsley Witten Group and the second from Crane Associates, Inc. in partnership with Economic and Policy Resources, Inc.

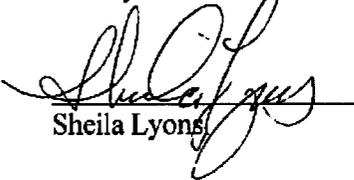
The proposal evaluation team was comprised of Deputy Director Patty Daley, Chief Economic Development Officer Leslie Richardson, Environmental Economist Mahesh Ramachandran, Community Design/Affordable Housing Specialist Heather Harper and Regulatory Planner Jeffrey Ribeiro.

The evaluation team rated RKG as Advantageous and Crane as Highly Advantageous. On November 22nd, cost proposals were reviewed: RKG proposed a total cost of \$155,900, Crane proposed a total cost of \$77,400.

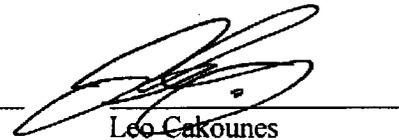
Please award the contract to Crane Associates as the responsive, responsible bidder offering the most advantageous proposal.

Thank you.

County Commissioners:


Sheila Lyons


Mary Pat Flynn


Leo Cakounes

Date 11/30/2016

AGREEMENT
BETWEEN

Barnstable County through
Cape Cod Commission
3225 Main Street
Barnstable, MA 02630

and

Crane Associates, Inc.
21 Ivy Lane
Suite 202
Burlington, VT 05408

THIS AGREEMENT, made this _____ day of _____ 2016 by and between _____ (hereinafter referred to as Contractor), Mary Pat Flynn, and Sheila Lyons and Leo Cakounes as they are the Commissioners of Barnstable County, acting by and through the Cape Cod Commission (hereinafter referred to as the Commission) but without any personal liability.

WITNESSETH THAT:

WHEREAS, the Commission is the regional planning and land use regulatory agency for the fifteen towns in Barnstable County, and

WHEREAS, the Commission requires technical assistance support the development of a Regional Housing Needs and Market Analysis and

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

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

1. Employment of Contractor. The Commission 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 Commission 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 Commission, 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 October 19, 2016 and its proposal dated November 2, 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 June 30, 2017 unless an extension in time is agreed to in writing by both the Commission and the Contractor.
4. Payment. The Commission shall compensate the Contractor for services provided under Section 2, Scope of Services, at the rates and amounts detailed in the Proposer's Price Proposal dated November 2, 2016 up to a maximum fee of \$77,400. 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 Commission 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 Commission no later than July 31st.

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

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

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

10. Interest of Members of Commission and Others. No officer, member or employee of the Commission, 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 Commission thereto; provided, however that claims for money due or to become due the Contractor from the Commission under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Commission.

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 Commission or any of its duly authorized representatives or designees, shall have the right at reasonable times and upon reasonable notice, to examine and copy, at reasonable expense, the books, records and other compilations of data of the Contractor which pertain to the provisions and requirements of this Contract. Such access shall include on-site audits, review and copying of records.

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

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 Commission shall have the unrestricted authority to publish, disclose, distribute, and otherwise use, in whole or in part, any reports, data or other materials prepared under this Contract.

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 Commission is a party, in a court of competent jurisdiction within the Commonwealth of Massachusetts. This paragraph shall not be construed to limit any rights a party may have to intervene in any action, wherever pending, in which the other is a party.

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 Commission against any liability incurred as a result of a violation of this section. If the Contractor receives federal funds pursuant to this Contract, Contractor understands and agrees to comply with all requirements outlined in the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200 Subpart A-F.)

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.

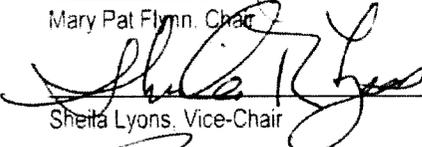
23. Data ownership. All data and information collected shall be and remain the property of Barnstable County and the Cape Cod Commission. The proposer retains no right to use or access the data once the scope of this contract is complete.

IN WITNESS WHEREOF, the Commission and Contractor have executed this Agreement this _____ day of _____ in the year two thousand and sixteen

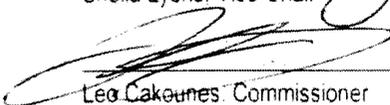
BARNSTABLE COUNTY COMMISSIONERS



Mary Pat Flynn, Chair



Sheila Lyons, Vice-Chair



Leo Cakounes, Commissioner

12/14/2016
Date

FOR THE COMMISSION



Paul Niedzwiecki, Executive Director

12/7/16
Date

FOR THE CONTRACTOR:



Michael Crane, President

12-5-16
Date

COUNTY OF BARNSTABLE

PURCHASING

DEPARTMENT OF FINANCE

SUPERIOR COURT HOUSE

P.O. BOX 427

BARNSTABLE, MASSACHUSETTS 02630

Elaine Davis
Chief Procurement Officer

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

May 11, 2017

MEMORANDUM

TO: County Commissioners
FROM: Elaine Davis, Chief Procurement Officer
RE: Notice of Award

Barnstable County issued a bid for the Supply and Delivery of bulk delivery of copy paper to schools in Barnstable County and Nantucket. Two (2) bids were received:

Contract Paper Group - \$22.40 per carton
W.B. Mason - \$21.37 per carton

Please award the contract to WB Mason as the responsive, responsible bidder offering the lowest price.

Thank you.

County Commissioners:

Ronald R. Beaty, Jr.

Mary Pat Flynn

Leo Cakounes

Date

CONTRACT AMENDMENT

The contract entered into on July 25, 2014 by and between Paula Schnepf hereinafter called the "CONTRACTOR" and the County of Barnstable hereinafter called the "COUNTY" for the following:

To provide coordination of the Regional Network on Homelessness as outlined in Section 2 of the Scope of Services. This contract included the option to renew for one year periods. The contract was renewed on May 18, 2016 for the period of July 1, 2016 through June 30, 2017.

Is amended as follows:

ARTICLE 4. Increase the contract amount of \$40,000.00 by \$5,000.00 for a total contract amount of \$45,000.00 AT \$45.00 per hour for the period of July 1, 2016 through June 30, 2017.

WITNESS WHEREOF the parties hereto have executed this Amendment this _____ day of May, 2017

For the Contractor:

By:



Date:

5/4/2017

**COUNTY OF BARNSTABLE
COUNTY COMMISSIONERS**

Leo Cakounes, Chair

Mary Pat Flynn, V. Chair

Ron Beaty, Commissioner

Date

COUNTY OF BARNSTABLE
PURCHASING
DEPARTMENT OF FINANCE

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

Elaine Davis
Chief Procurement Officer

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

May 18, 2016

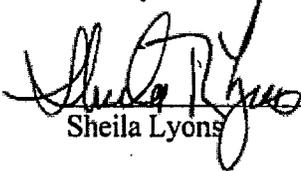
MEMORANDUM

TO: County Commissioners
FROM: Elaine Davis, Chief Procurement Officer
RE: Bid Renewal

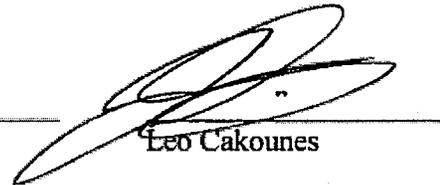
Please vote to renew the contract with Paula Schnepf to provide coordination of the Regional Network on Homelessness for one additional as per the bid documents. This service was bid in 2014 for one year with the option to renew for one year periods. The term of this renewal is July 1, 2016 through June 30, 2017. The cost of the service is \$45 per hour, not to exceed \$40,000 per year.

Thank you.

County Commissioners:


Sheila Lyons


Mary Pat Flynn


Leo Cakounes

5/25/16
Date

AGREEMENT BETWEEN

Barnstable County
3225 Main Street
Barnstable, MA 02630

and

Paula Schnepf
956 River Road
Marstons Mills, MA 02648

THIS AGREEMENT is made this 25th day of July 2014 by and between Paula Schnepf, (hereinafter referred to as Contractor), and Mary Pat Flynn, Sheila Lyons and William Doherty as they are the Commissioners of Barnstable County, but without any personal liability.

WITNESSETH, that the Contractor and County for the consideration hereinafter named agree as follows:

WHEREAS: Barnstable County issued an Invitation for Bids for a Contractor to assist the Department of Human Services in Coordinating the "Regional Network to End Homelessness"

WHEREAS: The Invitation for Bids was bid in compliance with MA General Law Chapter 30B.

WHEREAS: The vendor is the responsive, responsible bidder offering the sole 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 Invitation for Bids dated June 2, 2014 and the Contractor's bid dated June 23, 2014 incorporated herein by reference as Attachment A.
3. **Time of Performance.** Work in connection with the Agreement shall begin July 1, 2014 through June 30, 2015, with the option to renew for one year periods.
4. **Payment.** The Towns/County shall compensate the Contractor for services provided under Scope of Services: \$45.00 per hour, not to exceed \$40,000.00 per year. Upon acceptance of the Contractor's invoice, payment will be made within thirty (30) days. If an invoice is not accepted by the Town within fifteen (15) days, it shall be returned to the Contractor with a written explanation for the rejection. At the end of each Town fiscal year Contractor must submit any outstanding invoices for services performed or delivered during the fiscal year (July 1-June 30) to the Town no later than July 31st of the year when the resources were prepared.
5. **Termination or Suspension of Contract for Cause.** If through any sufficient cause, the Contractor or the Town 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, and no member of its governing body of the locality or localities in which the Project is situated or being carried out who exercises any functions or responsibility in the review or approval of the undertaking or carrying out of the Project, shall participate in any decision relating to this Contract which affects his personal interest or the interest of any corporation, partnership, or association in which he is directly or indirectly financially interested or has any personal or pecuniary interest, direct or indirect, in this Contract or the proceeds thereof.

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

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

13. Recordkeeping, Audit, and Inspection of Records. The Contractor shall maintain books, records, and other compilations of data pertaining to the requirements of the Contract to the extent and in such detail as shall properly substantiate claims for payment under the Contract. All such records shall be kept for a period of seven (7) years or for such longer period as is specified herein. All retention periods start on the first day after final payment under this Contract. If any litigation, claim, negotiation, audit or other action involving the records is commenced prior to the expiration of the applicable retention period, all records shall be retained until completion of the action and

resolution of all issues resulting therefrom, or until the end of the applicable retention period, whichever is later. If this contract is funded in whole or in part with state or federal funds, the state or federal grantor agency, the County or any of its duly authorized representatives or designees, shall have the right at reasonable times and upon reasonable notice, to examine and copy, at reasonable expense, the books, records and other compilations of data of the Contractor which pertain to the provisions and requirements of this Contract. Such access shall include 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. All parties to this contract and covenant agree that any disputes be litigated in the District or Superior courts in Barnstable County.

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

20. Compliance with Laws. The Contractor shall promptly comply with all applicable laws, rules, regulations, ordinances, orders and requirements of the Commonwealth and any state or federal governmental authority relating to the delivery of the services described in this Contract subject to section 18 above. Unless otherwise provided by law, the Contractor shall promptly pay all fines, penalties and damages that may arise out of or are imposed because of the Contractor's failure to comply with the provisions of this section and, shall indemnify the County against any liability incurred as a result of a violation of this section. If the Contractor receives federal funds pursuant to this Contract, Contractor understands and agrees to comply with all federal requirements including but not limited to audit requirements. 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. Waiver of Liability. The Contractor and the county hereby covenant and agree to waive any and all claims against Barnstable County and release Barnstable County from any liability arising out of the Scope of Services described in the attached "Exhibit A".

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

FOR THE COUNTY:

BARNSTABLE COUNTY COMMISSIONERS:

William Doherty
Mary Pat Flynn

Mary Pat Flynn

Sheila Lyons

Michael Brillhart
Michael Brillhart
County Administrator

7/24/14
Date

FOR THE CONTRACTOR:

Paula Schnepf

Paula Schnepf 7/25/2014

Date

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



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

CONTRACTOR LEGAL NAME: County of Barnstable-SAIN (and d/b/a):	COMMONWEALTH DEPARTMENT NAME: Department of Children and Families MMARS Department Code: DSS
Legal Address: (W-9, W-4,T&C): 3195 Main Street, Barnstable, MA 02630	Business Mailing Address: 600 Washington Street, Boston, MA 02111
Contract Manager: Bobbi Moritz	Billing Address (if different):
E-Mail: bobbi.moritz@barnstablecounty.org	Contract Manager: Scott Scholefield
Phone: 508-375-6873 Fax: 508-375-6887	E-Mail: scott.scholefield@state.ma.us
Contractor Vendor Code: VC6000194979	Phone: 617-748-2382 Fax: 617-748-2441
Vendor Code Address ID (e.g. "AD001"): AD001. (Note: The Address Id Must be set up for EFT payments.)	MMARS Doc ID(s): INTF000009921820152 RFR/Procurement or Other ID Number: Legislative Exemption
<input checked="" type="checkbox"/> NEW CONTRACT PROCUREMENT OR EXCEPTION TYPE: (Check one option only) <input type="checkbox"/> Statewide Contract (OSD or an OSD-designated Department) <input type="checkbox"/> Collective Purchase (Attach OSD approval, scope, budget) <input type="checkbox"/> Department Procurement (includes State or Federal grants 815 CMR 2.00) (Attach RFR and Response or other procurement supporting documentation) <input type="checkbox"/> Emergency Contract (Attach justification for emergency, scope, budget) <input type="checkbox"/> Contract Employee (Attach Employment Status Form , scope, budget) <input checked="" type="checkbox"/> Legislative/Legal or Other: (Attach authorizing language/justification, scope and budget)	<input type="checkbox"/> CONTRACT AMENDMENT Enter Current Contract End Date <i>Prior</i> to Amendment: _____. Enter Amendment Amount: \$ _____. (or "no change") AMENDMENT TYPE: (Check one option only. Attach details of Amendment changes.) <input type="checkbox"/> Amendment to Scope or Budget (Attach updated scope and budget) <input type="checkbox"/> Interim Contract (Attach justification for Interim Contract and updated scope/budget) <input type="checkbox"/> Contract Employee (Attach any updates to scope or budget) <input type="checkbox"/> Legislative/Legal or Other: (Attach authorizing language/justification and updated scope and budget)
The following COMMONWEALTH TERMS AND CONDITIONS (T&C) has been executed, filed with CTR and is incorporated by reference into this Contract. <input type="checkbox"/> Commonwealth Terms and Conditions <input checked="" type="checkbox"/> Commonwealth Terms and Conditions For Human and Social Services	
COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00. <input type="checkbox"/> Rate Contract (No Maximum Obligation. Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.) <input checked="" type="checkbox"/> Maximum Obligation Contract Enter Total Maximum Obligation for total duration of this Contract (or <i>new</i> Total if Contract is being amended). \$75,400.00.	
PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within 10 days ___% PPD; Payment issued within 15 days ___% PPD; Payment issued within 20 days ___% PPD; Payment issued within 30 days ___% PPD. If PPD percentages are left blank, identify reason: ___agree to standard 45 day cycle <input checked="" type="checkbox"/> statutory/legal or Ready Payments (G.L. c. 29, § 23A); ___ only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy .)	
BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT: (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.) Contract to provide services for and access to multi-disciplinary resources for children who are suspected of being victims of sexual abuse. All other current terms, conditions, requirements and specifications remain in effect.	
ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: <input type="checkbox"/> 1. may be incurred as of the Effective Date (latest signature date below) and no obligations have been incurred prior to the Effective Date . <input checked="" type="checkbox"/> 2. may be incurred as of July 1, 2017 a date LATER than the Effective Date below and no obligations have been incurred prior to the Effective Date . <input type="checkbox"/> 3. were incurred as of _____, 20____, a date PRIOR to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.	
CONTRACT END DATE: Contract performance shall terminate as of June 30, 2018 , with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.	
CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the " Effective Date " of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor makes all certifications required under the attached Contractor Certifications (incorporated by reference if not attached hereto) under the pains and penalties of perjury, agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable Commonwealth Terms and Conditions , this Standard Contract Form including the Instructions and Contractor Certifications , the Request for Response (RFR) or other solicitation, the Contractor's Response, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 21.07 , incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.	
AUTHORIZING SIGNATURE FOR THE CONTRACTOR: X: _____ Date: _____ (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>Leo Cakounes, Mary Pat Flynn, Ron Beaty</u> Print Title: <u>Barnstable County Commissioners</u>	AUTHORIZING SIGNATURE FOR THE COMMONWEALTH: X: _____ Date: _____ (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>Jeanne G. Campbell</u> Print Title: <u>Director of Procurement and Contracts.</u>

DEPARTMENT OF CHILDREN AND FAMILIES ATTACHMENT: PROGRAM/MODEL SUMMARY**CONTRACT NUMBER:** INTF0000009921820152 **FY:** 2018 **DATES FROM:** 07/01/2017 **TO:** 06/30/2018**PROVIDER NAME:** County of Barnstable-SAIN**PROVIDER PROGRAM NAME:** County of Barnstable Children's Cove: Cape Cod & The Islands Child Advocacy Center**DCF MODEL NAME:** Family Based – Supportive/Preventive**DCF MMARS PROGRAM CODE AND NAME:** FBSS – Supportive/Protective/Other

The purpose of the PROGRAM /MODEL SUMMARY attachment is to provide an executive summary of each program model contained in the contract. **Limit descriptive narrative to this page only.**

Children's Cove is a freestanding, child-friendly facility designed, staffed and equipped to provide comprehensive and coordinated multidisciplinary services to child abuse victims and their families. Children's Cove is a department of Barnstable County and was established in 1997 as the result of efforts from the Task Force on Children and the need for a collaborative strategy from involved agencies on the Cape and the Islands. These services, specialized by discipline, are provided by member agencies which include Barnstable County, the Cape and Islands District Attorney's Office, Cape Cod Healthcare, the Department of Children and Families, and the Department of Mental Health. The Center provides services for children, ages two through seventeen, who have disclosed that they have been sexually abused, physically abused, witness to domestic violence, or a victim of child sexual exploitation and trafficking. In October 2008, Children's Cove became a fully accredited agency of the National Children's Alliance.

Children's Cove provides a safe, centralized, and "homelike" facility staffed by abuse experts trained to deal with children who have been victimized. Services provided include forensic interviews, specialized on-site medical examinations and evidence collection, mental health referrals and consultation, victim advocacy, community training and outreach, case tracking and case review. Children's Cove conducts, on average, 200 forensic interviews annually.

Agency staff includes a director, associate director/SAIN Coordinator, mental health coordinator, community education and outreach coordinator, family advocate and support staff. Forensic interviews are conducted primarily by the SAIN Coordinator and the Director of Children's Cove as a secondary source. Medical services are provided by a Pediatric Sexual Assault Nurse Examiner (PediSANE) through the MA Department of Public Health and Cape Cod Healthcare. Our pool of volunteers and interns through the year provide Children's Cove with necessary administrative support. The multi-disciplinary team (MDT) model that Children's Cove utilizes ensures that all partnering agencies are providing thorough and comprehensive services to our families. Children's Cove has established a comprehensive model that assures all partner agencies bring forth a strong MDT when providing services to child victims and their families.

FY: 2018

Amendment #, if Applicable:

If Federal Funds, CFDA #:

PURCHASE OF SERVICE - ATTACHMENT 1: PROGRAM COVER PAGE

PROGRAM INFORMATION

Contractor Name: County of Barnstable	Department Name: Department of Children and Families
Program Type: Family Based Supportive/Preventive	Document ID #: INTF0000009921820152
Program Name: Sexual Abuse Intervention	UFR Program #:
Program Address: Children's Cove 1225 Mary Dunn Road	MMARS Activity Code: FBSS
City/State/Zip: Barnstable, MA 02630	Other Reference Information (Information Purposes Only):
Contact Person: Stacy Gallagher	Contact Person: Scott Scholefield
Telephone: 508-375-0410	Telephone: 617-748-2382

RFR INFORMATION: Attached RFR Reference # _____

legislative exemption emergency collective purchase interim amendment

SCOPE OF SERVICES: Bidder's Response Attached Description of Services Attached

TOTAL ANTICIPATED CONTRACT DURATION: 07/01/2016 to 06/30/2018

INITIAL DURATION: 07/01/2016 to 06/30/2017

OPTIONS TO RENEW: _____ options to renew for _____ years each option

FISCAL TERMS

	FUNDING SUMMARY					
	Prior Years		Current Year		Future Years	
	FY	Amount	FY	Amount	FY	Amount
PRICE IS ESTABLISHED THROUGH: (CHECK 1, 2, OR 3)			18	75,400.00		
<input type="checkbox"/> OPTION 1: PRICE AGREEMENT (list price) \$ _____ rate regulation (if any) _____						
<input type="checkbox"/> OPTION 2: SUMMARY BUDGET ("T" lines only) <input type="checkbox"/> unit rate <input type="checkbox"/> cost reimbursement <input type="checkbox"/> other _____						
<input checked="" type="checkbox"/> OPTION 3: COMPLETE BUDGET <input checked="" type="checkbox"/> cost reimbursement <input type="checkbox"/> unit rate <input type="checkbox"/> other _____						
	Total: \$		Total: \$75,400.00		Total: \$	
	Multi-Year Total:					\$75,400.00

CURRENT
MAX OBLIGATION: \$75,400.00 UNIT RATE: \$ _____ per _____ # BILLABLE UNITS: _____

ADDITIONAL PAYMENT OR PRICE SPECIFICATIONS:

PURCHASE OF SERVICE - ATTACHMENT 3: FISCAL YEAR PROGRAM BUDGET

Program Name: Children's Cove: Cape Cod & Islands		Document ID#: INTF0000009921820152		MMARS Act. Code FBSS		Program Type: FB Supportive/Preventative		UFR Prog. #		
UFR Title #	Program Component	Current		Amend. Change		New		COST REIMBURSEMENT ONLY		
		FTE	Amount	FTE	Amount	FTE	Amount	Offset	Source	Reimb. Cost
102	Direct Care/Program Support Staff/Overtime/Shift Differential & Relief (Titles 101-141) Program Director	0.56	\$ 42,414							
	SUBTOTAL STAFF	0.56	\$ 42,414		\$ -		\$ -	\$ -		\$ -
150	Payroll Taxes		\$ 615							
151	Fringe Benefits		\$ 32,371							
T 100	Total Direct Care/Program Staff		\$ 75,400		\$ -		\$ -	\$ -		\$ -
Title #	Occupancy									
301	Program Facilities									
* 390	Fac. Oper/Main/Furn									
T 300	Total Occupancy	\$ -		\$ -		\$ -		\$ -		\$ -
UFR Title #	Other Direct Care/Program Support									
201	Direct Care Consultant									
202	Temporary Help									
203	Clients/Caregivers. Reimb/Stipends									
206	Subcontract Dir. Care									
204	Staff Training									
205	Staff Mileage/Travel									
207	Meals									
208	Contracted Client Trans.									
* 208	Vehicle Expenses									
* 208	Vehicle Depreciation									
209	Incid. Health/Med Care									
211	Client Per. Allowances									
212	Prov. of Material Good									
214	Direct Client Wages									
214	Other Commercial Prod. & Svs.									
* 215	Program Supplies/Mat									
T 200	Total Other Direct Care/Program	\$ -		\$ -		\$ -		\$ -		\$ -
Title #	Direct Admin Expenses									
216	Program Support									
510 (*410 & 390)	Other Direct Administrative Expenses									
T 500	Total Direct Administrative Exp.	\$ -		\$ -		\$ -		\$ -		\$ -
T	SUBTOTAL PROGRAM COSTS	\$ 75,400		\$ -		\$ -		\$ -		\$ -
* 410	Agency Admin. Support Allocation %									
T	PROGRAM TOTAL	\$ 75,400		\$ -		\$ -		\$ -		\$ -

Commercial Fee, if applicable, for for-profit contractors only (for informational purposes only; not to be included in the price paid by the Commonwealth) % \$:N/A for Cost Reimbursement

A. \$ Subtotal of offsets which are for non-reimbursable costs.

Non-reimbursable costs must be shown in detail on Attachment 5 when the program is subject to the provisions of Federal OMB Circular A-122 and/or 808 CMR 1.00.

* Contractor's Board approved capitalization level relative to any negotiated expense costs in lines 208, 215, 390 or 410 is \$

FY: 2018 Contractor Name:
County of Barnstable

Amendment #, if Applicable:

If Federal Funds, CFDA #:

**PURCHASE OF SERVICE
ATTACHMENT 4: RATE CALCULATION/MAXIMUM OBLIGATION CALCULATION PAGE**

Program Name: County of Barnstable: Children's Cove	Document ID# INTF0000009921820152	MMARS Act. Code: FBSS	Program Type: FB Supportive/Preventative	UFR Prog #
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AMENDMENT #, IF APPLICABLE:

UNIT RATE CALCULATION

1. Program Total Costs		\$0
2a. Program Offsets:	<u>Source</u>	<u>Amount</u>
	_____	\$0
	_____	\$0
	_____	\$0
	_____	\$0
	_____	\$0
2b. Offsets for Non-Reimbursable Costs:	_____	\$0
Note: Total non-reimbursable costs listed in line 2b must be detailed on Attachment 5.		
2. Subtotal Offsets (Line 2a + Line 2b)		\$0
3. Net Adjusted Program Costs (LINE 1 minus LINE 2)		\$0
4. Total Program Capacity	0 (# of units)	0 (Type of unit)
5. Share of Total Capacity Purchased by Contract	0 (# of units)	0% (% of line 4)
6. Negotiated Utilization Factor, if any	0%	
7. Adjusted Capacity Used to Establish Price (LINE 4 x LINE 6)	0 (# of units)	
8. Unit Rate (LINE 3 DIVIDED BY LINE 7)	#DIV/0!	
9. Maximum # of Billable Units (LINE 5 x LINE 6)	0	

OTHER PRICE CALCULATION METHOD

10. Enter relevant information: _____

MAXIMUM OBLIGATION CALCULATION

11. For Unit Rate: Line 8 X Line 9		
For Other Price Calculation Method, Enter Obligation From Line 10		
For Cost Reimbursement: Enter Reimbursable Cost Total From Program Budget		\$75,400
12. Invoice Offset	<u>SOURCE</u>	<u>AMOUNT</u>
	_____	\$0
	_____	\$0
	_____	\$0
12. Subtotal		\$0
13. Maximum Obligation for the Program (LINE 11 minus LINE 12)		\$75,400
14. Capital Budget (from Capital Budget Form), if applicable		\$0
15. Total Maximum Obligation for Program (LINE 13 + LINE 14)		\$75,400

FOR INFORMATION ONLY:

Other Revenue Sources (Only if % in LINE 5 is less than 100%)

<u>SOURCE</u>	<u>AMOUNT</u>
_____	\$0
_____	\$0

**COMMONWEALTH OF MASSACHUSETTS
CONTRACTOR AUTHORIZED SIGNATORY LISTING**

Issued May
2004



CONTRACTOR LEGAL NAME :
CONTRACTOR VENDOR/CUSTOMER CODE:

INSTRUCTIONS: Any Contractor (other than a sole-proprietor or an individual contractor) must provide a listing of individuals who are authorized as legal representatives of the Contractor who can sign contracts and other legally binding documents related to the contract on the Contractor's behalf. In addition to this listing, any state department may require additional proof of authority to sign contracts on behalf of the Contractor, or proof of authenticity of signature (a notarized signature that the Department can use to verify that the signature and date that appear on the Contract or other legal document was actually made by the Contractor's authorized signatory, and not by a representative, designee or other individual.)

NOTICE: *Acceptance of any payment under a Contract or Grant shall operate as a waiver of any defense by the Contractor challenging the existence of a valid Contract due to an alleged lack of actual authority to execute the document by the signatory.*

For privacy purposes **DO NOT ATTACH** any documentation containing personal information, such as bank account numbers, social security numbers, driver's licenses, home addresses, social security cards or any other personally identifiable information that you do not want released as part of a public record. The Commonwealth reserves the right to publish the names and titles of authorized signatories of contractors.

AUTHORIZED SIGNATORY NAME	TITLE
Leo Cakounes	County Commissioner
Mary Pat Flynn	County Commissioner
Ron Beaty	County Commissioner
John T. Yunits	County Administrator

I certify that I am the President, Chief Executive Officer, Chief Fiscal Officer, Corporate Clerk or Legal Counsel for the Contractor and as an authorized officer of the Contractor I certify that the names of the individuals identified on this listing are current as of the date of execution below and that these individuals are authorized to sign contracts and other legally binding documents related to contracts with the Commonwealth of Massachusetts on behalf of the Contractor. I understand and agree that the Contractor has a duty to ensure that this listing is immediately updated and communicated to any state department with which the Contractor does business whenever the authorized signatories above retire, are otherwise terminated from the Contractor's employ, have their responsibilities changed resulting in their no longer being authorized to sign contracts with the Commonwealth or whenever new signatories are designated.

Signature

Date: _____

Title: County Administrator

Telephone: 508-375-6648

Fax: 508 375 0140

Email: jack.yunits@barnstablecounty.org

[Listing can not be accepted without all of this information completed.]

A copy of this listing must be attached to the "record copy" of a contract filed with the department.

**COMMONWEALTH OF MASSACHUSETTS
CONTRACTOR AUTHORIZED SIGNATORY LISTING**

Issued May
2004



CONTRACTOR LEGAL NAME :
CONTRACTOR VENDOR/CUSTOMER CODE:

PROOF OF AUTHENTICATION OF SIGNATURE

**This page is optional and is available for a department to authenticate contract signatures.
It is recommended that Departments obtain authentication of signature for the signatory
who submits the Contractor Authorized Listing.**

This Section MUST be completed by the Contractor Authorized Signatory in presence of notary.

Signatory's full legal name (print or type): Leo Cakounes, Mary Pat Flynn, Ron Beaty

Title: County Commissioners

X _____
Signature as it will appear on contract or other document (Complete only in presence of notary):

AUTHENTICATED BY NOTARY OR CORPORATE CLERK (PICK ONLY ONE) AS FOLLOWS:

I, _____ (NOTARY) as a notary public certify that I witnessed
the signature of the aforementioned signatory above and I verified the individual's identity on this date:

_____, 20 ____.

My commission expires on:

AFFIX NOTARY SEAL

I, _____ (CORPORATE CLERK) certify that I witnessed the
signature of the aforementioned signatory above, that I verified the individual's identity and confirm the individual's
authority as an authorized signatory for the Contractor on this date:

_____, 20 ____.

AFFIX CORPORATE SEAL

Memorandum of Understanding

Between

Barnstable County Regional Emergency Planning Committee

And

The Mashpee Wampanoag Tribe

I. Purpose

The purpose of this Memorandum of Understanding (“MOU”) is to establish a working relationship between the Barnstable County Regional Emergency Planning Committee (“BCREPC”) and the Mashpee Wampanoag Tribe (“MWT”) in preparing for and responding to disasters. This MOU provides the broad framework for the cooperation between the two organizations in rendering assistance and service to victims of disaster, as well as other services for which cooperation may be mutually beneficial.

II. Authority

The Tribe is a federally recognized Indian tribe. The Tribe is acting through its Tribal Council as authorized by the Constitution of the Mashpee Wampanoag Tribe, article VI, sections 2A and 2D.

The BCREPC is authorized to enter into this MOU.

The parties represent that the undersigned are authorized to execute this MOU on behalf of the Tribe and BCREPC, respectively.

III. Independence of Operations

Each organization will maintain its own identity in providing services. None of the obligations undertaken in this agreement are intended to conflict with or override any pre-existing obligation of the MWT and BCREPC, including any of their components, regulations or procedures.

Each party retains the discretion, in its sole judgment, to render requested aid and to determine the extent of an any aid it renders.

This MOU is not an obligation nor a commitment of funds, but rather a statement of understanding of process and procedures between the MWT, BCREPC and other response agencies. Reviews, request for changes and interpretation of the general provisions of this MOU will be coordinated through the senior point of contacts within each agency designated below. Each organization is separately responsible for establishing its own policies and procedures and financing its own activities.

IV. Definition of Disaster

A disaster is an impending or occurring event of such destructive magnitude and force as to dislocate people, separate family members, damage or destroy homes and injure or kill people. A disaster produces a range and level of immediate suffering and basic human needs that cannot be promptly or adequately addressed by the affected people and that prevents them from initiating and proceeding with recovery efforts. Emergency agencies categorize disasters by their causative agents, broadly separated into natural and human caused disasters. Natural disasters include floods, tornadoes, hurricanes, typhoons, winter storms, tsunamis, hailstorms, wildfires, windstorms, epidemics and earthquakes. Human caused disasters whether intentional or unintentional – include residential fires, building collapses, transportation accidents, hazardous materials releases, nuclear accidents, explosions and acts of terrorism

V. Barnstable County Regional Emergency Planning Committee

The Barnstable County Regional Emergency Planning Committee (BCREPC) was organized in 2002 to assist Cape Cod communities with the preparation for intentional and unintentional hazardous materials emergencies and to ensure municipal compliance with Superfund Amendments and Reauthorization Act, also known as SARA Title III. As BCREPC has developed over the years, it has seen its role expand to “All Hazard” emergency planning to address Homeland Security, Meteorological and Public Health issues that may affect the region. To support this comprehensive emergency planning program, BCREPC has develop and utilizes The Barnstable County All Hazard Incident Management Team, a Type 3 IMT that is available to assist local state and federal agencies with incident response during emergency or planned events. BCIMT provides staffing for the Barnstable County Multi Agency Coordination Center MACC which is opened during emergency events and disasters to support the citizens of Barnstable County with support for the Barnstable County Regional Sheltering Plan, power restoration, resource requests, and situational awareness.

VI. Mashpee Wampanoag Tribe

The Mashpee Wampanoag Tribe Emergency Preparedness Department’s (MWT EPREP) mission is to support Tribal citizens to ensure that as a Sovereign Nation, the MWT EPREP work to make all reasonable efforts to prevent and mitigate against all hazards, prepare for and respond to emergencies, and initiate recovery activities on its own, whenever possible. MWT EPREP operates on the functions and principles of the National Incident Management System (NIMS) and Incident Command System (ICS).

MWT EPREP falls under the Tribe's overarching goal which is to protect Tribal people, property, staff and visitors, and resources from harm and reduce damages in the event of a human-caused or natural disaster. MWT EPREP's objective is for the Tribe and its Tribal members to maintain self-sufficiency for at least 72 hours, if necessary. The focus of self-sufficiency is to, advise Tribal members in advance regarding individual and household preparedness and during a hazard event provide immediate outreach and emergency services to Tribal Elders and other individuals requiring additional assistance. At the same time, MWT EPREP's policy is to help other people and jurisdictions in times of need, especially its partners in Barnstable County. As resources allow (e.g., extra space in a Tribal emergency shelter), the Tribe's emergency operations will also serve residents and visitors of the Town of Mashpee and other Tribes and communities with which we partner.

Preparedness, Response and Recovery efforts are conducted and initiated through the MWT EPREP Department and with the coordination of the Tribal Emergency Response Task Force (TERTF) and the Tribal Community Emergency Response Team (CERT).

VII. Method of Cooperation

The BCREPC and the MWT will cooperate and coordinate in rendering their respective activities in the following manner:

1. The BCREPC and the MWT will maintain close liaison at all levels of both the MWT and the BCREPC by conferences, meetings, telephone, facsimile, e-mail, and other means. They will share current data regarding disasters, to include statistical information, historical information, emerging needs and trends, damage assessments, disaster declarations, and changes in applicable legislation. They will include a representative of the other party in appropriate committees and task forces formed to mitigate, prepare for, respond to, and recover from disasters and other emergencies.
2. The MWT will nominate in writing one representative and at their option an alternate representative to serve as a voting member to the Barnstable County Regional Emergency Planning Committee. This representation will be confirmed by the Barnstable County Commissioners and then the membership of the BCREPC.
3. During a disaster the MWT will, as appropriate, at the request of the BCREPC, provide liaison personnel to the Multi Agency Coordination Center (MACC). The BCREPC will provide space and, whenever possible, other required support, such as a computer, e-mail access and a designated phone line for the MWT liaison personnel assigned to the MACC.
4. The BCREPC will provide incident management support to the MWT through the Barnstable County All Hazard Incident Management Team at the request of the MWT for emergency and planned events depending on the availability of the IMT's members.

5. The MWT and the BCREPC are responsible for their own independent organization's financial funding during times of disaster.
6. The MWT and the BCREPC will communicate to their respective organizations the intent of this MOU and will urge full cooperation with each other.
7. Neither party to this MOU will use the name, logo, emblem or trademarks of the other without prior written authorization for each use. Nothing in the MOU shall be construed as granting such authorization.
8. Regular communication will be maintained between the MWT and the BCREPC during non-disaster periods as well as during times of disaster response.
9. The BCREPC will keep the public informed of the cooperative efforts with the MWT through public information efforts.
10. The MWT and the BCREPC will advocate for programs and public policy decisions designed to mitigate disaster damage and loss of life in Barnstable County.
11. The BCREPC will provide community disaster education programs with the MWT and other participating agencies supporting Barnstable County. Such programs will advise the public on how to prepare for emergencies and natural disasters.
12. The MWT and the BCREPC will actively seek to identify other areas or services within their respective organizations where cooperation and support will facilitate regional sheltering operations and to engage other agencies to include local emergency management in this process.

VIII. Expenses

This MOU does not create an obligation for either party to reimburse or compensate the other for any costs or expenses associated with cooperative activities related to this MOU. The MWT and BCREPC agree that to the extent their relationship may now or in the future entail any financial commitments to each other such commitments will be set forth in a separate, written agreement signed by both parties.

IX. Periodic Review

The BCREPC and the MWT along with representatives of the other participating agencies will, on an annual basis, on or around the anniversary date of this MOU, jointly evaluate their progress in implementing the Plan and revise and develop new plans or goals as appropriate.

X. Term and Termination

This MOU is effective immediately as of the date of the last signature below and expires five years from the last signature date. Six months prior to expiration, the parties will meet to review the progress and success of the cooperative effort. In connection with such review, the parties may decide to extend this MOU for an additional period, not exceeding five years, and if so shall confirm this in a signed writing. It may be terminated by written notice from either party to the other at any time for any reason or for no reason.

XI. Liability

The agency requesting assistance under this MOU shall not be responsible for the liability or defense of the employees, volunteers, agents and subcontractors of the agency providing assistance.

XII. Insurance

Each requesting and assisting party operating under this MOU shall bear the risk of its own actions as it would with normal, day-to-day operations, and determine for itself what kind and amounts of insurance it should carry.

XIII. Sovereign Immunity

Nothing in this MOU shall be construed as affecting, modifying, diminishing, or otherwise impairing the Sovereign Immunity enjoyed by the MWT.

XIV. Notices

Notices provided for in this MOU shall be sent by certified mail to the primary and alternate contacts designated by the parties herein.

XV. Entire Agreement

The parties agree that this MOU is the complete expression of agreement between the parties and any oral representations or understandings not incorporated herein are excluded.

XVI. Counterparts

This MOU may be executed in several counterparts, each of which is an original, but all of which together constitute a single instrument.

XVII. Savings Clauses

- a. Under no circumstance shall any officer, agent, or employee of the BCREPC be subject to Tribal court jurisdiction by virtue of entering into this MOU or by

performing or failing to perform any duty and/or obligation set forth in this MOU. Nothing in this MOU shall be construed to subject the BCREPC or agents thereof to the jurisdiction of the Tribe or to tribal law.

- b. Under no circumstance shall any officer, agent, or employee of the Tribe be subject to State court jurisdiction by virtue of entering into this MOU or by performing or failing to perform any duty and/or obligation set forth in this MOU. Nothing in this MOU shall be construed to subject the Tribe or any officers or agents thereof to the jurisdiction of the State or to State law.
- c. The provisions of this MOU are severable and should any provision be held invalid or unenforceable, the remainder of this MOU remains in effect unless terminated as provided in this MOU.

XVIII. Miscellaneous

This MOU does not create a partnership or a joint venture. Neither party to this MOU has the authority to act on behalf of the other party or to bind the other party to any obligation. This MOU is not intended to be enforceable in any court of law or dispute resolution forum. The sole remedy for non-performance under this MOU is termination, with no damages or penalty.

XIX. Signatures



Cedric Cromwell, Chairman
Mashpee Wampanoag Tribal Council
Mashpee Wampanoag Tribe

Date



Nelson Andrews Jr., Director
Emergency Preparedness Department
Mashpee Wampanoag Tribe

Date

Jack Yunits, Jr.
Barnstable County Administrator

Date

Attachment A – Point of Contact Information

Mashpee Wampanoag Tribe		
Mashpee Wampanoag Tribal Council Tribal Offices: 483 Great Neck Road South, Mashpee, MA 02649		
Emergency Preparedness Department: 212 Sampson's Mill Road, Mashpee, MA 02649		
	Primary Contact	Alternate Contact
Name & Title	Nelson Andrews Jr., Director Emergency Preparedness Department	Kevin Frye, Tribal Police Homeland Security Department
Daytime Phone	508-477-5800 X15	508-477-0208
Cell Phone	774-327-8367	774-327-8008
E-mail address	Nelsonandrews@mwtribe.com	Kevin.Frye@mwtribe.com

Barnstable County Regional Emergency Planning Committee		
Address: Old Barnstable County Jail, 3195 Main Street, P.O. Box 427, Barnstable, MA 02630		
	Primary Contact	Alternate Contact
Name & Title	Sean M. O'Brien, Coordinator	Michael Walker, IMT Coordinator
Daytime Phone	508-375-6618	508-375-6732
Cell Phone	508-737-4118	774-212-3742
E-mail address	sobrien@barnstablecounty.org	mrwalker571q@gmail.com