Out of State Travel Report

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

Name: Greg Berman
Title: Coastal Processes Specialist
Department: Cape Cod Cooperative Extension
Dates of Trip: May 3-4, 2017
Name of Meeting: 2017 ASFPM Conference, "Flood Risk Management"
Location: Kansas City, MO
Report Submitted for Commissioners’ Meeting On: May 17, 2017

Purpose: [describe the purpose and goals of the trip and about the organization hosting the event]
- The ASFPM annual conference is recognized as the most important floodplain conference in the United States year after year. With more than 120 speakers and 1,200 participants, they are the national conferences all community, state and federal floodplain managers plan to attend. The information provided in session workshops can be applied to Cape Cod communities as they work through adapting to changing conditions with coastal flooding.
- Barnstable County was nominated and won a prestigious national award for the work Shannon Jarbeau, has been doing on CRS. Unfortunately she was not able to attend to receive the award so Greg Berman attended in her place.

Highlights: [describe achievements, meetings attended, or successes or new information, etc.]
- Barnstable County’s regional approach to the Community Rating System (CRS) received the 2017 James Lee Witt Local Award for Excellence in Floodplain Management from the Association of State Floodplain Managers (ASFPM). ASFPM is the national association for floodplain professionals, with 17,000 members nationwide. The James Lee Witt Award is given out annually to programs demonstrating excellence in floodplain management at various levels of governance.

Outcomes: [describe the goals that were achieved, how they were achieved & the short or long-term impact for Barnstable County].
- Learned about current studies and methods being used for floodplain management and outreach; that information can be brought into consideration when providing technical assistance to towns.
- As a CFM, Greg Berman will receive Continuing Education Credits needed to maintain his certification.
- A press release was issued by the Cooperative Extension, picked up by multiple news organizations including the Cape Cod Times, highlighting the award received and good work being done by Shannon on behalf of the county.
A Proclamation
by the
Barnstable County Commissioners
2017

Whereas, many commuters who travel by alternative transportation employ a clean, quiet, and efficient mode of transportation while saving on the costs of fuel, automotive maintenance, and parking; and,

Whereas, bicycling and walking for transportation improves air quality for all and incorporates a healthy form of exercise into an individual’s daily routine;

Whereas, those who bicycle, walk, or ride transit to their destinations never experience parking shortages and do not contribute to traffic jams; and,

Whereas, the Cape Cod economy is enhanced by pedestrian and bicycle tourism and services; and,

Whereas, global climate change is one of the most pressing environmental issues of our time and traveling by alternative transportation is an effective means to reduce emissions of greenhouse gases; and,

Whereas, safe bicycle and pedestrian facilities, both on and off the road, benefit all travelers; and,

Whereas, Barnstable County promotes bicycling, walking, ridesharing, and transit as viable means of transportation by supporting construction of pedestrian and bicycle facilities and accommodating bicycles and pedestrians in transportation projects when feasible, and through programs to increase ridesharing and transit use,

Now, therefore, we, the Barnstable County Commissioners do hereby proclaim the week of June 25 – July 1 as

Cape Cod Smart Transportation Week,
And do proclaim Wednesday, June 28, as

Cape Cod Smart Transportation Day,
And urge all citizens of Barnstable County to be cognizant of this event and to participate fittingly in its observance.

Given at the Barnstable County Superior Courthouse, this 31st day of May, in the year two thousand and seventeen, and of the Independence of the United States of America, the two hundred and forty-first.

By the County Commissioners,

___________________________  _____________________________  ___________________________
Leo G. Cakounes                     Mary Pat Flynn                     Ronald R. Beaty
Chair                             Vice-Chair                           Commissioner
BARNSTABLE COUNTY

In the Year Two Thousand and Seventeen

Proposed Ordinance 17-__

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

To reduce the County’s operating budget for FY2017, as enacted in Ordinance No. 16-06, by a transfer and appropriation to the Special Projects Reserve Fund in the Fiscal Year two-thousand and seventeen.

**Section 1.**

Based on a revised estimate made recently of residual, unencumbered Fiscal Year 2017 income, the sum of $190,080 is hereby proposed as a supplemental appropriation for Fiscal Year 2017 from the General Fund, for the purpose of funding the Special Projects Reserve Fund in order to provide for grants for regional clean water efforts. This appropriation shall be derived from Fiscal Year 2017 year-end excess revenues.

<table>
<thead>
<tr>
<th>Budget#</th>
<th>Sub-Program</th>
<th>Group</th>
<th>$ Amount</th>
<th>Total</th>
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<td>NET SUPPLEMENTAL APPROPRIATION</td>
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**Section 2.**

This Ordinance shall be effective on June 30, 2017.

Approved by the Board of County Commissioners_______ (date), at ________(time).

_________________                             ____________________                             ____________________
Leo Cakounes                                Mary Pat Flynn                                      Ron Beaty
Chair                                                      Vice Chairman                                                 Commissioner
Barnstable County
2017 Health & Human Services Advisory Council Membership

Date: May 22, 2017
To: County Commissioners: Leo Cakounes, Mary Pat Flynn, and Ron Beaty
From: Elizabeth Albert, Director, Department of Human Services and Chair of the Health and Human Services Advisory Council
Subject: New Nominees to Barnstable County Health and Human Services Advisory Council

In accordance with Ordinance 90-16 Section 4.2 (c), the County Commissioners appoint members of the Health and Human Services Advisory Council. The following list of nominees is being recommended for appointment to the Barnstable County Health and Human Service Advisory Council beginning June 1, 2017 with term expiration date as noted.

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<tr>
<th>CONSORTIA</th>
<th>NOMINEE</th>
<th>TERM EXPIRATION</th>
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<tr>
<td>Barnstable County Human Rights Commission</td>
<td>Rep Barbara Burgo, Chair</td>
<td>5/31/20</td>
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<td>Alt Alan Milsted, V. Chair</td>
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<td>Behavioral Health Provider Coalition of Cape &amp; Islands</td>
<td>Rep Diane Wolsieffer, Cape Cod Healthcare</td>
<td>5/31/20</td>
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<td>Alt Dan Gray, Vinfen</td>
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<td>Cape &amp; Islands Health Agents Coalition</td>
<td>Rep Sean O’Brien, Interim Director, Barnstable County Dept. of Health</td>
<td>5/31/20</td>
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<td></td>
<td>Alt and Environment</td>
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<td>Rep Deirdre Arvidson, Public Health Nurse, Barnstable County Dept. of</td>
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<td></td>
<td>Alt Health and Environment</td>
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<td>Rep Eleni Kontogi, Harbor Community Health Center</td>
<td>5/31/20</td>
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<td>Alt Heidi Nelson, CEO, Duffy Health Center</td>
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<td>Cape Cod Grantmakers Collaborative</td>
<td>Rep Dara Gannon, Cape Cod Foundation</td>
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<td>Alt Kristin O’Malley, Director, Cape Cod Foundation</td>
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<td>Cape Cod Hunger Network</td>
<td>Rep Brenda Swain, Director, Falmouth Service Center, Inc. Kim Concr...</td>
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<td>Rep Kristina Dower, Exec. Director, Community Action</td>
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<td>Alt Committee of Cape &amp; Islands</td>
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<td></td>
<td>Rep Caronanne Procaccini, Community Action Committee of Cape &amp; Islands</td>
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<td>Community Health Network Area (CHNA 27)</td>
<td>Rep Brenda Vazques, New England Wellness Foundation</td>
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<td>Alt Judith Reppucci</td>
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<td>Rep Raymond Yow, Exec. Director, South Coastal Counties Legal Services</td>
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<td>Alt Hyannis</td>
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<td>Rep Susan Nagl, Exec. Director, South Coastal Counties Legal Services</td>
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<td>Alt Fall River</td>
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<td>Rep Gail Wilson, Director, Mashpee Human Services</td>
<td>5/31/20</td>
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<td></td>
<td>Alt Suzanne Hauptmann, Falmouth Human Services</td>
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Barnstable County Commissioners

Leo Cakounes, Chair          Mary Pat Flynn, Vice Chair          Ron Beaty, Commissioner

______________________________  ______________________________  ______________________________
Date                                                                                   
May 30, 2017

Please review and sign the Barnstable County Children's Cove Child Abuse Policy.

Thank you.

[Signature]

Leo G. Cakounes, Chair

Mary Pat Flynn, Vice Chair

Ronald R. Beaty
Barnstable County
Children's Cove: The Cape and Islands Child Advocacy Center
Child Abuse Policy

Statement of Policy:

Professionals, employees and volunteers of Children's Cove shall not engage in sexual abuse, sexual harassment, sexual misconduct, physical abuse or neglect and emotional abuse of children/youth and adults with developmental disabilities.

Persons in a role of leadership with children, youth and adults with developmental disabilities, shall include all paid and unpaid staff who have any direct or indirect contact with the same who participate in any activities or events sponsored by Children's Cove.

Definitions:

The following definitions may be found under the Department of Children and Families Regulations (110 CMR, section 2.00)

Child Abuse: the non-accidental commission of any act by a caretaker upon a child under age 18 which causes, or creates a substantial risk of, physical or emotional injury; or constitutes a sexual offense under the laws of the Commonwealth; or any sexual contact between a caretaker and a child under the care of that individual. This definition is not dependent upon location (i.e., abuse can occur while the child is in an out-of-home or in-home setting).

Neglect: Failure by a caretaker, either deliberately or through negligence or inability to take those actions necessary to provide a child with minimally adequate food, clothing, shelter, medical care, supervision, emotional stability and growth, or other essential care; provided, however, that such inability is not due solely to inadequate economic resources or solely to the existence of a handicapping condition. This definition is not dependent upon location (i.e., neglect can occur while the child is in an out-of-home setting).

Physical Injury: Death; or fracture of a bone, subdural hematoma, burns, impairment of any organ, and any other such nontrivial injury; or soft tissue swelling or skin bruising, depending upon such factors as the child's age, circumstances under which the injury occurred and the number and location of bruises; or addiction to a drug or drugs at birth; or failure to thrive.

Emotional Injury: An impairment to or disorder of the intellectual or psychological capacity of a child as evidenced by observable and substantial reduction in the child's ability to function within a normal range of performance and behavior.

Sexual Harassment: (See Barnstable County Sexual Harassment Policy and Barnstable County Harassment of Individuals Protected Classes Policy and Procedures)
Implementation:

Professionals, employees and volunteers shall be provided a copy of this policy and the information will be reviewed and signed with the hiring Director of Children’s Cove.

Screening for Volunteers and Staff:

Screening of volunteers and staff calls for a careful gathering and review of information in search of persons who can provide safe and caring supervision of children/youth and adults with developmental disabilities.

1. Prior to employment/volunteering, the Director of Children’s Cove will process a Criminal Offender Record Information (CORI) check through the state of Massachusetts Department of Criminal Justice Information Services and a Sex Offender Registry Information (SORI) request. It is at the discretion of the Director of Children’s Cove and the Barnstable County Human Resources Director to decide any disqualifying factors on any returned reports or references. Any conviction of a crime against children/youth or adults with developmental disabilities shall be disqualified as an applicant. Any results of screens shall be kept confidential.

2. All potential staff and volunteers are required to provide three references which are thoroughly checked by the Director of Children’s Cove.

Supervision:

Whenever possible, a team approach should be used at Children’s Cove when serving children/youth and adults with developmental disabilities. If it is necessary to have one on one interactions with clients, the interaction should take place in an unenclosed area and with the knowledge of another staff member. If the interaction occurs behind closed doors for confidentiality purposes (and is not witnessed by other adults), a parent/caretaker should be present and a staff member should be offered to the parent/caretaker to witness the interaction. Documentation will be completed that an additional staff member was offered and either accepted or declined. If a parent/caretaker is not present for a confidential interaction, an additional staff member must be present throughout the interaction.

Reporting of Child Abuse Incidents:

(See Children’s Cove Mandated Reporting Protocol)

In the event of a report or suspicion that a child is being abused or neglected, they are mandated to file a report with the Department of Children and Families if the suspected perpetrator is a caregiver, based on Massachusetts General Law Chapter 119 Section 51A: “(a) A mandated reporter who, in his professional capacity, has reasonable cause to believe that a child is suffering physical or emotional injury resulting from: (i) abuse inflicted upon him which causes harm or
substantial risk of harm to the child's health or welfare, including sexual abuse; (ii) neglect, including malnutrition; or (iii) physical dependence upon an addictive drug at birth, shall immediately communicate with the department orally and, within 48 hours, shall file a written report with the department detailing the suspected abuse or neglect (iv) or being a sexually exploited child; or (v) being a human traffic victim as defined by section 20M of chapter 233". If the staff member is unclear whether a reportable condition exists, the information may be teamed within the staff. The 51a report can be filed verbally if there is a time sensitive matter or the report requires immediate attention. A hard-written copy is due to Department of Children and Families within 48 hours of the verbal report.

Reporting, Investigating and Resolving Violations of the Child Abuse Policy:

1. Immediately upon receipt of any allegation of violation of the policy, the Director of Children's Cove or the Barnstable County Human Resources Director shall be notified.

2. Barnstable County Human Resources will be notified with the information that involves the person against whom the allegation has been made ("Respondent"). Barnstable County Human Resources will not receive information about the child/youth or adult with developmental disabilities as all information is kept confidential and is subject to a criminal investigation.

3. The Respondent will report to Barnstable County Human Resources and immediately be placed on administrative leave pending an investigation by Barnstable County Human Resources and any other investigating parties.

ACKNOWLEDGMENT OF RECEIPT

I, ________________________, an employee at ____________________________,

hereby

acknowledge receipt of this Barnstable County

Children's Cove: The Cape and Islands Child Advocacy Center

Child Abuse Policy,

and I have read its contents.

_________________________  ___________________________

Signature               Date
TRANSFER REQUEST FORM

Date: May 19, 2017
Department: Cape Light Compact

Increase:
Org/Obj: 034125-5705-0118
Amount: $50,000.00

Decrease:
Org/Obj: 034125-5720-0118
Amount: $50,000.00

Reason(s) for transfer:
Lighting & Products evaluation study for CLP Energy Efficiency Program.

Approvals:

Approved by: [Signature] Department Director
Approved by: Leo G. Cakoules Chair
Approved by: Mary Pat Flynn Vice-Chair
Approved by: Ronald R. Beaty Commissioner

Date of approval: 5/19/17

County Commissioners (only for Group to Group transfers over $35,000)
# TRANSFER REQUEST FORM

**Date:** 5/23/2017  
**Department:** Cape Light Compact  
**Completed:**

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**Reason(s) for transfer:**

Final transfers are within the 2016 Program Year Energy Efficiency Fund. Cape Light Compact did not exceed the total budget approved by the Department of Utilities.

**Approvals:**

Approved by:  
- **Department Director:**  
- **Chair:** Leo G. Cakounes  
- **Vice-Chair:** Mary Pat Flynn  
- **Commissioner:** Ronald R. Beaty  

**Date:** 5/23/17

County Commissioners (only for Group to Group transfers over $35,000)
## Transfer Request Form

**Date:** 5/23/2017

**Department:** Cape Light Compact

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### Reason(s) for transfer

Final transfers are within the 2016 Program Year Energy Efficiency Fund. Cape Light Compact did not exceed the total budget approved by the Department of Utilities.

### Approvals

Approved by: 
- **Department Director:** [Signature]  
  - Date: 5/23/17
- **Chair:** Leo G. Cakounes  
  - Date: 
- **Vice-Chair:** Mary Pat Flynn  
  - Date:
- **Commissioner:** Ronald R. Beaty  
  - Date:

County Commissioners (only for Group to Group transfers over $35,000)
**TRANSFER REQUEST FORM**

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**Reason(s) for transfer:**

Final transfers are within the 2016 Program Year Energy Efficiency Fund. Cape Light Compact did not exceed the total budget approved by the Department of Utilities.

**Approvals:**

- **Approved by:** [Signature]
  - Department Director
  - Date: 5/23/17

- **Approved by:**
  - Leo G. Cakounes
    - Chair
  - Mary Pat Flynn
    - Vice-Chair
  - Ronald R. Beaty
    - Commissioner

County Commissioners (only for Group to Group transfers over $35,000)
## TRANSFER REQUEST FORM

**Date:** 5/23/2017  
**Department:** Cape Light Compact

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**Reason(s) for transfer:**

Final transfers are within the 2016 Program Year Energy Efficiency fund. Cape Light Compact did not exceed the total budget approved by the Department of Utilities.

---

**Approvals:**

Approved by: [Signature]  
Department Director

Approved by:  
Leo G. Cakounes  
Chair

Approved by:  
Mary Pat Flynn  
Vice-Chair

Approved by:  
Ronald R. Beaty  
Commissioner

Date: 5/23/17

County Commissioners (only for Group to Group transfers over $35,000)
May 12, 2017

Barnstable County Commissioners
Superior Court Building
Main Street
Barnstable, MA 02630

Attn: Leo Cakounes
Chairperson

Re: Barnstable Village Association, Inc. 2017 events

Dear Chairperson Cakounes:

I am submitting herewith the 2017 list of events sponsored by the Barnstable Village Association, Inc. (BVA) for the Community Stage and or the County Court Complex as follows:

Concerts: All on Weds. From 6-7:30pm
   July 12, July 26, August 2 and August 16

4th of July Parade (Tuesday) All participants assemble in Parking area (8-9am)

Halloween Parade (Saturday October 28 4:30 to 6pm includes grilling of Hot dogs, etc.)
   This year the parade of the children will occur on the Complex grounds as opposed to
   having to close down Main Street on a busy Saturday afternoon

In addition, a request has been submitted by the Sturgis Library to the BVA to host a Summer
Reading Wrap Party at the community stage (similar to last year) on Friday August 11 from 5-6pm.
Also included herein is a copy of the BVA Insurance Rider naming the Commissioners as co-
insureds.
We are all grateful for the cooperation and positive support of the Commissioners for the use of the
County Complex grounds. If you wish me to be present at your board meeting please let me know.

Yours truly,

Joe Berlandi, President

CC Steve Tebow
Jack Yunits
You no doubt have heard the saying "It takes a village."
Well it actually does take a village, all of us in Barnstable Village,
to create, organize, promote, and provide the finances
to make these events a reality.

We hope we can count on you to help in the following ways:

1. Renew or become a member of the BVA by going to our website: www.Barnstable Village.org where you will find the application.
   Fill this out and pay online or mail the application to: Barnstable Village Association, Inc. P.O.Box 232, Barnstable, MA 02630.
2. Volunteer to serve on the Board, chair an event and or serve on an event committee.
3. Provide sponsorship funds for an event.

We need your support and participation to continue to provide all of these special events for our Village.

Events Planned for 2017 Season

♦ MEMBERS SOCIAL ♦
Thursday, May 11 • 5:30-7:00pm at Brian Burbic Custom Homes office • (next to the Barnstable Tavern)

Thursday, June 8th • BVA Annual Meeting 6...00-7:30 (place to be decided)

♦ JULY 4TH PARADE ♦
Tuesday, July 4 • 9:00am • Main Street with Activities following at the Hollow

♦ WEDNESDAY SUMMER CONCERTS ♦
Wednesday, July 12 with Paul Good • July 26 with Doc Raylove and Rich Hill
August 2 with Pam Pryor and Night Stage • August 16 with Sarah Swain and "The Oh Boys"
6:00-7:30pm • Community Stage

♦ SUMMER STROLL ♦
Wednesday, August 16 • 4:30-6:00pm • Main Street • Sarah Swain Concert at 6:00pm

♦ MONTE CARLO EVENING ♦
Friday, October 27 • 7:00-10:00pm • Mattakese Restaurant

♦ HALLOWEEN PARADE ♦
Saturday, October 28 • 4:30pm • on County Complex • Food and Music, etc.

♦ CHRISTMAS STROLL ♦
Wednesday, Dec. 6 • 6:00-8:00pm • Main Street

* We are excited to announce our initial (hopefully annual) Monte Carlo Evening which will be held at the Mattakese Restaurant on Friday evening October 27. It should be lots of fun with the proceeds helping the BVA provide many events for the community. SAVE THIS DATE. More info will be forthcoming.

Street Improvements

We are pleased to inform you that the Town, acting through the DPW, has engaged an Engineering and Design consultant to prepare plans for the much needed and requested Main Street Improvements. It is expected that a community meeting will be scheduled in May to review and discuss conceptual plans for which the primary objectives are: traffic control entering the Village from both directions on Main Street, pedestrian crosswalks and safety, new decorative lighting poles and fixtures, brick sidewalks, improved signage, street and sidewalk furniture, etc. This is an exciting time for our village as some of us have been seeking such improvements for years. We encourage you to attend. You will be notified of the time and venue for this meeting.

If anyone is interested in serving on the board or the committee for any event, donating or sponsoring any event please contact Joe Berlandi Tel:508-375-0023 Email:berlandi23@comcast.net

Joe Berlandi, President
and The BVA Board of Directors

P.O. BOX 232 • BARNSTABLE, MA 02630 • WWW.BARNSTABLEVILLAGE.ORG
You no doubt have heard the saying “It takes a village”. Well it actually does take a village, all of us in Barnstable Village, to create, organize, promote, and provide the finances to make these events a reality.

We hope we can count on you to help in the following ways:

1. Renew or become a member of the BVA by going to our website: www.BarnstableVillage.org where you will find the application. Fill this out and pay online or mail the application to: Barnstable Village Association, Inc. P.O. Box 232, Barnstable, MA 02630.

2. Volunteer to serve on the Board, chair an event and or serve on an event committee.

3. Provide sponsorship funds for an event.

We need your support and participation to continue to provide all of these special events for our Village.

Events Planned for 2017 Season

✦ MEMBERS SOCIAL ✦

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P.O. BOX 232 • BARNSTABLE, MA 02630 • WWW.BARNSTABLEVILLAGE.ORG
MEMORANDUM

TO: County Commissioners

FROM: Elaine Davis, Chief Procurement Officer

RE: Notice of Award

Barnstable County issued a bid on behalf of the County and other Political Subdivisions for On-Call Tradespersons for Electrical and Plumbing Repair. We received one bid for Plumbing from Robert W. Irvine & Sons, Inc. for plumbing and no bids for electrical repair.

Please vote to award the contract for On Call Plumbing to Robert W. Irvine & Sons as the responsive, responsible bidder for the Towns of Eastham, Sandwich Schools and the Barnstable County Americorps as highlighted on the attached spreadsheet. The Town of Barnstable has chosen not to accept the bid.

Thank you.

County Commissioners:

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

Date
 VI. BID FORMS
A. PLUMBERS - BID FORM

The undersigned hereby certifies that all wages are paid in accordance with the Prevailing Wage rates for that category of work, and
- that he is able to furnish labor that can work in harmony with all other elements of labor employed or to be employed in the work:
- that all employees at the worksite will have successfully completed a course in construction safety and health approved by the United States Occupational Safety and Health Administration that is at least 10 hours in duration at the time the employee begins work and who shall furnish documentation of successful completion of said course with the first certified payroll report for each employee.

The following prices represent firm prices for the period of July 1, 2017 through June 30, 2018 and for one additional year if renewed at the discretion of the County and Towns.

<table>
<thead>
<tr>
<th>Town</th>
<th>Hourly Rates</th>
<th>After Hours and Weekend Rates</th>
<th>Material Cost plus % (not to exceed 15%)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sandwich Schools</td>
<td>$106.00</td>
<td>$138.00</td>
<td>15%</td>
</tr>
<tr>
<td>Barnstable County</td>
<td>$106.00</td>
<td>$138.00</td>
<td>15%</td>
</tr>
<tr>
<td>Americorps</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Town of Barnstable</td>
<td>$106.00</td>
<td>$138.00</td>
<td>15%</td>
</tr>
<tr>
<td>Town of Eastham</td>
<td>$106.00</td>
<td>$138.00</td>
<td>15%</td>
</tr>
</tbody>
</table>

Receipt of Addendum Number(s) N/A Dated: ______ is hereby acknowledged and reflected in the Bid price(s) shown.

The undersigned proposes to provide services as described in the "Scope of Services" and the entire bid document in accordance with the Bid Specifications, for the Bid price(s) shown.
The undersigned agrees that if presented with a Notice of Acceptance for this Contract, will within five days of receipt of a Contract Document, Saturdays, Sundays and legal holidays excluded, execute the Contract in accordance with the terms of this Bid.
The County of Barnstable reserves the right to reject any or all bids and to waive minor informalities as provided under Chapter 149B, M.G.L.

COMPANY NAME: Robert W. Irvine & Sons Inc.

SIGNATURE: [Signature]

PRINT NAME: Joseph Moleti, Vice President

ADDRESS: 147 Blossom Street, Lynn, MA 01902

PHONE#: 781-581-0464 DATE: May 18, 2017

ON CALL PHONE # OR PAGER #: 781-581-0464

MASS. LIC.#: 10865
KNOW ALL MEN BY THESE PRESENTS, that we

Robert W Irvine & Sons, Inc.
147 Blossom St.
Lynn, MA 01902

as Principal, hereinafter called the Principal, and

Fidelity & Deposit Company of Maryland
3910 Keswick Road
Baltimore, MD 21210

a corporation duly organized under the laws of the State of Maryland
As Surety, hereinafter called Surety, are held and firmly bound unto

County of Barnstable
3135 Main Street
PO Box 427
Barnstable, MA 02630

as Obligee, hereinafter called Owner, in the sum of

Five Percent of Bid Amount
5%

For the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for: On Call Plumbing Tradespersons for Maintenance and Repair, Various Locations, Plumbing GC

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this May 4, 2017

Heather Irvine (Witness)

Joseph Mekell (Title) Vice President
Fidelity & Deposit Company of Maryland

Mary Coates, Attorney In Fact

By
ATTACHMENT B
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 bid/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: Robert W. Irvine & Sons Inc.

Address: 147 Blossom Street

Lynn, MA 01902

Signature of Individual Signing Bid, or Corporate Officer: [Signature]

Joseph Moleti, Vice President

Telephone Number: 781-581-0464

Social Security Number Or Federal Identification Number: 04-251-3028

Date: May 18, 2017

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 149.
SEE ATTACHED REFERENCE FORM
ATTACHMENT C
REFERENCE FORM
Bidder must supply a list of all work completed on similar projects within the last five years. This list shall include a description of the project, date work began and date work completed, contact information for the contracting officer and jurisdiction, and the name of the bonding company that issued the bonds for the project.

DESCRIPTION OF WORK:

WORK START DATE: ______________________ WORK COMPLETION DATE: ______________________

NAME/OWNER: ______________________ CONTACT PERSON: ______________________

ADDRESS:

TELEPHONE: ______________________ BONDING COMPANY: ______________________

DESCRIPTION OF WORK:

WORK START DATE: ______________________ WORK COMPLETION DATE: ______________________

NAME/OWNER: ______________________ CONTACT PERSON: ______________________

ADDRESS:

TELEPHONE: ______________________ BONDING COMPANY: ______________________

DESCRIPTION OF WORK:

WORK START DATE: ______________________ WORK COMPLETION DATE: ______________________

NAME/OWNER: ______________________ CONTACT PERSON: ______________________

ADDRESS:

TELEPHONE: ______________________ BONDING COMPANY: ______________________

DESCRIPTION OF WORK:

WORK START DATE: ______________________ WORK COMPLETION DATE: ______________________

NAME/OWNER: ______________________ CONTACT PERSON: ______________________

ADDRESS:

TELEPHONE: ______________________ BONDING COMPANY: ______________________

DESCRIPTION OF WORK:

WORK START DATE: ______________________ WORK COMPLETION DATE: ______________________

NAME/OWNER: ______________________ CONTACT PERSON: ______________________

ADDRESS:

TELEPHONE: ______________________ BONDING COMPANY: ______________________

AGREEMENT BETWEEN
REFERENCES

Date: May 17, 2017
Re: Barnstable County On-Call Plumbing Services

Company Name: Massachusetts Department of Conservation & Recreation
251 Causeway Street, Boston, MA 02114
Description: Statewide Plumbing Service
Contact Person: Cathy Paine, cathleen.paine@massmail.state.ma.us, DCR Engineer
Telephone Number: 857-294-0050
Cost: $500,000.00 per year
Completion Date: 12/2012
Publicly Bid?: Yes
Bonding Company: Fidelity and Deposit Company of Maryland
Bonding Company Address: 3910 Keswick Road
Baltimore, MD 21210

Company Name: Town of Danvers
Address: One Sylvan Street, Danvers, MA 01923
Description: Plumbing Service for the Town of Danvers
Contact Person: Lelf Rocha, Director of Operations,
Email: irochna@mail.danvers-ma.org
Telephone Number: 978-762-0232
Cost: $75,000.00 per year
Completion Date: 7/2015-Current
Bonding Company: Fidelity and Deposit Company of Maryland
Bonding Company Address: 3910 Keswick Road
Baltimore, MD 21210

Company Name: Cambridge Housing Authority
Address: 675 Massachusetts Avenue, Cambridge, MA 01239
Description: Plumbing Service for the Cambridge Housing Authority – All locations included
Contact Person: George Gannon, ggannon@cambridge-housing.org, Director of Maintenance
Telephone: 617-846-3020
Cost: $100,000.00 per year
Completion Date: 7/2013
Bonding Company/Address: Fidelity and Deposit Company of Maryland
Company Name: City of Lynn
3 City Hall Square, Lynn, MA 01901

Description: Emergency Plumbing Service, Citywide

Contact Person: Ryan Monks, rmonks@lynnma.gov, Facilities Manager

Telephone Number: 781-598-4000 x226

Cost: $100,000.00 per year

Completion Date: 7/2012-Current

Bonding Company: Fidelity and Deposit Company of Maryland

---

Company Name: City of Beverly
191 Cabot Street, Beverly, MA 01915

Description: Citywide Plumbing Service

Contact Person: Mike Bouchard, mbouchard@beverlyma.gov, Building & Highway Maintenance Foreman

Telephone Number: 978-815-7642

Bonding Company: Fidelity and Deposit Company of Maryland

Address: 3910 Keswick Road
Baltimore, MD 21210

---

Company Name: Barnstable County On-Call Plumbing Services

Description: County-wide plumbing services for all municipal buildings

Contact Person: Elaine Davis, Chief Procurement Officer

Telephone Number: 508-362-4136

Approx. Cost: $50,000 per year

Completion Date: 6/30/2017

Publicly Bid?: Yes

Bonding Company: Fidelity and Deposit Company of Maryland

Bonding Company Address: 3910 Keswick Road
Baltimore, MD 21210
The Commonwealth of Massachusetts
Executive Office for Administration and Finance
Division of Capital Asset Management and Maintenance

One Ashburton Place, 15th Floor
Boston, Massachusetts 02108
Tel: 857-204-1305
Fax: 617-727-8284
Email: Certification.DCamm@state.ma.us

KRISTEN LEPORE
SECRETARY
ADMINISTRATION & FINANCE

CAROL W. GLADSTONE
COMMISSIONER

Prime/General
Certificate of Contractor Eligibility
CONTRACTOR IDENTIFICATION NUMBER: 1169

This Certificate Shall be Used for Submitting Prime/General Bids Only

1. CERTIFICATION PERIOD
   This Certificate is valid from 03/26/2017 to 03/25/2018*

2. CONTRACTOR'S NAME:
   Robert W. Irvine & Sons, Inc.

3. CONTRACTOR'S ADDRESS:
   147 Blossom Street, Lynn, MA 01902

4. WORK CATEGORIES:
   - Alarm Systems
   - Asbestos Removal
   - Deleading
   - Demolition
   - Doors and Windows
   - Electrical
   - Electronic Security Systems
   - Elevators
   - Energy Management System
   - Exterior Siding
   - Fire Protection Sprinkler Systems
   - Floor Covering
   - General Building Construction
   - HVAC
   - Historical Building Restoration
   - Historical Masonry
   - Historical Painting
   - Historical Roofing
   - Masonry
   - Mechanical Systems
   - Modular Construction/Prefab
   - Painting
   - Plumbing
   - Pumping Stations
   - Roofing
   - Sewage and Water Treatment Plants
   - Telecommunications Systems
   - Waterproofing
   - Special (for DCAMM pre-approved projects only)

5. EVALUATIONS:
   Number of Projects Evaluated: 54
   Average Project Evaluation Rating: 93
   Number of Projects Below Passing: 0

6. PROJECT LIMITS:
   Single Project Limit (SPL): $10,160,000
   Aggregate Work Limit (AWL): $27,835,000
   General Building Construction Limit: $10,160,000

7. SUPPLIER DIVERSITY OFFICE CERTIFICATION: No

Taisha Crayton, Deputy Director, Contractor Certification, for Carol W Gladstone, Commissioner

03/13/2017
Approval Date

* NOTE TO CONTRACTORS: Complete Applications for Renewal of Contractor Eligibility are due no later than three months PRIOR to the Expiration Date of the Certification Period shown above. Failure to submit Complete Application timely may result in a gap in Certification or a lapse in Certification altogether for your Company.

Reviewer's Initials: KT
SPECIAL NOTICE TO AWARDING AUTHORITY
BIDDERS' UPDATE STATEMENTS ARE NOT PUBLIC RECORDS AND
ARE NOT OPEN TO PUBLIC INSPECTION (M.G.L. C.149, §44D)
EFFECTIVE MARCH 30, 2010

Commonwealth of Massachusetts
Division of Capital Asset Management

PRIME/GENERAL CONTRACTOR
UPDATE STATEMENT

TO ALL BIDDERS AND AWARDING AUTHORITIES
A COMPLETED AND SIGNED PRIME/GENERAL CONTRACTOR UPDATE
STATEMENT MUST BE SUBMITTED WITH EVERY PRIME/GENERAL BID FOR A
CONTRACT PURSUANT TO M.G.L. c.149, §44A AND M.G.L. c. 149A. ANY
PRIME/GENERAL BID SUBMITTED WITHOUT AN APPROPRIATE UPDATE
STATEMENT IS INVALID AND MUST BE REJECTED.

Caution: This form is to be used for submitting Prime/General Contract bids. It is
not to be used for submitting Filed Sub-Bids or Trade Sub-Bids.

AWARDING AUTHORITIES

If the Awarding Authority determines that the bidder does not demonstrably possess
the skill, ability, and integrity necessary to perform the work on the project, it must
reject the bid.

BIDDER’S AFFIDAVIT

I swear under the pains and penalties of perjury that I am duly authorized by the bidder
named below to sign and submit this Prime/General Contractor Update Statement on behalf
of the bidder named below, that I have read this Prime/General Contractor Update
Statement, and that all of the information provided by the bidder in this Prime/General
Contractor Update Statement is true, accurate, and complete as of the bid date.

May 18, 2017

Bid Date

Robert W. Irvine & Sons Inc.
Print Name of Prime/General Contractor

On-Call Plumbing Tradespersons for
Maintenance and Repair

147 Blossom Street, Lynn, MA 01902
Business Address

Project Number (or
name if no number)

781-581-0464
Telephone Number

County of Barnstable
Awarding Authority

Vice President

Bidder’s Authorized Representative

Joseph Moleti

SIGNATURE

Division of Capital Asset Management
May 25, 2017

MEMORANDUM

TO: County Commissioners

FROM: Elaine Davis, Chief Procurement Officer

RE: Notice of Award

Barnstable County issued a bid on behalf of the County and other Political Subdivisions for the Supply and Delivery of Toner Cartridges. Five (5) bids were received. One bid from Copy Technologies did not comply with the bid specifications.

Please vote to award the contracts to the following vendors as the responsive, responsible bidders offering the lowest prices per brand of toner:

- JB Holdings – Cannon, Kyocera and Dell toners
- WB Mason – IBM and Hewlett Packard Toners
- The Tree House – Savin, Lexmark, Brother and Xerox Toners.

See attached prices.

Thank you.

County Commissioners:

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

Date
<table>
<thead>
<tr>
<th>KYOCERA</th>
<th>Description</th>
<th>Unit of Measure</th>
<th>JB Holdings</th>
</tr>
</thead>
<tbody>
<tr>
<td>MTA-370AB011</td>
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<table>
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<td>T650H11A</td>
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<td>$388.00</td>
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<td>LEX50F1U00</td>
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<tbody>
<tr>
<td>BRT-LC203</td>
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<td>BRT-LC203C</td>
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<td>BRT-LC203M</td>
<td>Magenta Ink</td>
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<td>Brother LC61M</td>
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<tr>
<td>XER-113R00721</td>
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### Canon Toner

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<td>IMAGE</td>
<td>JB Holdings</td>
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<td>FX3</td>
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### IBM

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### Dell

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<td>Dell C1760N</td>
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<td>Description</td>
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<td>Model</td>
<td>The TreeHouse</td>
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<tr>
<td>841284 SAV-5460</td>
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DATE: May 22, 2017

TO: County Commissioners

FROM: Beth Albert, Director

SUBJECT: New Fund Memo for FY16 Continuum of Care Supportive Services

Barnstable County and the Department of Human Services has received a new grant award from the U.S. Department of Housing and Urban Development (HUD) for FY16 Continuum of Care Supportive Services for the period of August 1, 2017 to July 31, 2018 in the amount of $29,698.00.

Please sign below so that the Finance Department may establish a new fund for this grant. The Contract is attached for your reference.

Respectfully submitted,

Beth Albert, Director
Dept. of Human Services

Leo Cakounes
County Commissioner

Mary Pat Flynn
County Commissioner

Ron Beaty
County Commissioner

Creating a Healthy Connected Cape Cod
The Mission of the Department of Human Services is to plan, develop, and implement programs which enhance the overall delivery of human services in Barnstable County and promote the health and social well-being of County residents through regional efforts that improve coordination of services.
Beth Albert  
Director  
Barnstable County Human Services  
3195 Main Street  
Barnstable, MA 02630

Dear Ms. Albert:

SUBJECT: Transmittal: FY2016 CONTINUUM OF CARE PROGRAM  
Renewal Grant Agreement

Congratulations on the final selection for funding under the Department of Housing and Urban Development (HUD) FY2016 Continuum of Care competition. Enclosed are two (2) of the Exhibit-Scope of Work for the below grant:

MA0534L1T031601

The FY2015 grant agreement and the enclosed FY2016 scope of work constitute the legal agreement between your organization and HUD. Please follow the steps below to process the Exhibit-Scope of Work:

1. Have your authorized representative sign and date both (2) copies of the Exhibit-Scope of Work.
2. Retain one copy of the Exhibit-Scope of Work within your organization.
3. Scan one copy of the executed copy of the Exhibit-Scope of Work along with SAM (System Award Management) detail printout and email your assigned CPD Representative, Cleonie Mainvielle, at cleonie.mainvielle@hud.gov and David Manganis, CPD Program Assistant, at david.m.manganis@hud.gov.
4. Mail a hard copy of the executed Exhibit-Scope of Work to this office within 7 days from the date of this letter.

If any financial information requires a revision, please utilize the following documents, if applicable:


Additional information can be found at:

http://portal.hud.gov/hudportal/HUD?src=/program_offices/cfo/loccs_guidelines or

Please submit any request for revision to your CPD Representative for processing. If we can offer any further assistance, please do not hesitate to contact Cleonie Mainvielle at 617-994-8520 or cleonie.mainvielle@hud.gov.

Sincerely,

[Signature]

Robert D. Shumeyko  
CPD Director

Enclosures
SCOPE OF WORK EXHIBIT 1 for FY 2016 COMPETITION

1. The project listed on this Scope of Work are governed by the Continuum of Care Program Interim Rule attached hereto and made a part hereof as Exhibit 1a. Upon publication for effect of a Final Rule for the Continuum of Care program, the Final Rule will govern this Agreement instead of the Interim Rule. The project listed on this Exhibit at 4., below, are also subject to the terms of the FY2016 Notice of Funds Availability.

2. The Continuum that designated the Recipient to apply for grant funds has not been designated a high performing community by HUD for the applicable fiscal year.

3. The designated Recipient applying for grant funds is not the only Recipient for the Continuum of Care. HUD’s total funding obligation for this recipient is $29,698.00, allocated between budget line items, as indicated in 4., below. In accordance with the Rule, the Recipient is prohibited from moving more than 10% from one budget line item in a project’s approved budget to another without written amendment to this Agreement.

4. HUD agrees, subject to the terms of this Agreement, to provide the Grant funds for the project application listed below in the amounts specified below to be used during the performance period established below. However, no funds for new projects may be drawn down by Recipient until HUD has approved site control pursuant to the Rule and no funds for renewal projects may be drawn down by Recipient before the end date of the project’s final operating year under the grant that has been renewed.

<table>
<thead>
<tr>
<th>Project Code</th>
<th>Start Date</th>
<th>End Date</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>MAO534L1T031601</td>
<td>8/1/2017</td>
<td>7/31/2018</td>
<td>$29,698</td>
</tr>
</tbody>
</table>

allocated between budget line items as follows:

- a. Continuum of Care planning activities: $0
- b. UFA costs: $0
- c. Acquisition: $0
- d. Rehabilitation: $0
- e. New construction: $0
- f. Leasing: $0
- g. Rental assistance: $0
- h. Supportive services: $27,750
- i. Operating costs: $0
- j. Homeless Management Information System: $0
- k. Administrative costs: $1,948
- l. Relocation costs: $0
- m. Housing relocation and stabilization services: $0
5. If grant funds will be used for payment of indirect costs, the Recipient is authorized to insert the Recipient’s and Subrecipients’ federally recognized indirect cost rates on the attached Federally Recognized Indirect Cost Rates Schedule, which Schedule shall be incorporated herein and made a part of the Agreement. No indirect costs may be charged to the grant by the Recipient if their federally recognized cost rate is not listed on the Schedule. If no federally recognized indirect cost rate is listed on the Schedule for a project funded under this Agreement, no indirect costs may be charged to the project by the subrecipient carrying out that project.

6. The following projects are awarded project-based rental assistance for a term of fifteen (15) years. Funding is provided under this Scope of Work for the performance period stated in paragraph 4. Additional funding is subject to the availability of annual appropriations.

   NONE

7. Program income earned during the grant term shall be retained by the recipient and used for eligible activities. Program income may also be used as match.

<table>
<thead>
<tr>
<th>FEDERALLY RECOGNIZED INDIRECT COST RATE SCHEDULE</th>
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<tbody>
<tr>
<td>Grant No.</td>
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<td>Project No.</td>
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</table>
This agreement is hereby executed on behalf of the parties as follows:

UNITED STATES OF AMERICA,
Secretary of Housing and Urban Development

By:

[Signature]

(Signature)

Robert Shumeyko, Director
(Typed Name and Title)

May 9, 2017
(Date)

RECIPIENT
Barnstable County Human Services
(Name of Organization)

By:

[Signature of Authorized Official]

Beth Albert, Director
(JACK YUNITS, County Administrator)
(Typed Name and Title of Authorized Official)

(Date)
DATE: May 23, 2017

TO: Jack Yunits, County Administrator

FROM: Gail Coyne, Chief Fiscal Officer

RE: New Fund Request

Your approval is requested to create a new special revenue fund for the attached agreement with the Town of Bourne in the amount of $30,000

Thank you for your consideration.

Jack Yunits, County Administrator

Date
MEMORANDUM OF AGREEMENT

Between

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

and

Town of Bourne
24 Perry Avenue
Buzzard, MA 02559

This Memorandum of Agreement (Agreement) is entered into this _____ day of ________________ 2017 by and between Barnstable County, acting by and through the Cape Cod Commission (hereafter referred to as the "Commission") and the Town of Bourne (hereafter referred to as the "Town.")

Whereas the Town has requested planning and economic development technical assistance, and

Whereas, the Commission has expertise in this area and wishes to assist the Town.

Now therefore the Town enters into this Memorandum of Agreement with the Commission.

1. RESPONSIBILITIES OF THE TOWN

A. The Town agrees to work with the Commission as per the attached Scope of Work and Timeline (Attachment A.)

B. The Town will pay the Commission $30,000 for these services.

2. RESPONSIBILITIES OF THE COMMISSION

The Commission agrees to provide the Town with the technical assistance as per the attached Scope of Work and Timeline (Attachment A.) The Commission may submit periodic written requests for payment as work is completed.

3. DURATION

A. This Memorandum of Agreement shall be effective until December 31, 2017 unless both parties in writing mutually agree upon an extension.

B. Either the Town or the Commission may terminate this Agreement by written notice to the other party, if the other party substantially fails to fulfill its obligations hereunder through no fault of the terminating party, or if the other party violates or breaches any of the provisions of this Agreement. Such notice shall be delivered by certified mail at least thirty (30) days before such effective date. In the event of such termination or suspension of this Agreement, the Town 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 Agreement up to and including the date of receipt of notice of termination or suspension.

4. AMENDMENT

This Agreement may be amended as mutually agreed by both parties in writing.
5. SIGNATORY AUTHORIZATION

The respective signatories hereto represent and warrant that they are duly authorized to execute this Agreement on behalf of the public entity on whose behalf they have signed this Agreement, and that all substantive and procedural preconditions to their effective execution of this Agreement on behalf of said public entities have been satisfied.

6. INTEGRATED INSTRUMENT

This Agreement shall take effect as an integrated instrument.

IN WITNESS WHEREOF, the Town and the COMMISSION execute this Agreement this ______ day of ______ in the year two thousand and seventeen.

BARNSTABLE COUNTY

John Yunits, County Administrator

______________________________
Date

CAPE COD COMMISSION

Paul Niedzwiecki, Executive Director

______________________________
Date

TOWN OF BOURNE

Thomas Guerino, Town Administrator

______________________________
Date
BACKGROUND
The Town of Bourne formally signed the Community Compact with the State (January 12, 2017) to support a town-wide assessment of the town’s economic strengths and weaknesses and the external opportunities and threats facing the community with residents of the community.

Bourne Town Meeting appropriated $25,000 at the October 17, 2016 Special Town Meeting to support the development of a community wide economic development vision and strategy that considers development potential that may be available as the town builds wastewater capacity. Additionally, the scope of the development of the vision shall include all villages within the Town.

PROJECT GOALS
The goal of this project is to help the Town of Bourne update the economic development section of the Town’s Local Comprehensive Plan and thus provide a roadmap for future economic development efforts and related investments.

TASKS

TASK 1 – COMMUNITY SWOT WORKSHOP
The Commission staff will design and facilitate two community wide workshops at which residents will have the opportunity to identify what makes their community strong and appealing as a place to work, locate a business, and live. Similarly, they will have an opportunity to identify aspects of the community that may undermine its economic potential relative to the goals they may have for the community. Residents will also be asked to identify external factors that may create local economic opportunities or threaten the local economy and community in the future. This process is called a SWOT analysis (Strengths, Weaknesses, Opportunities, & Threats).

Also at these workshops, residents will have an opportunity to participate in a visual preference survey using images of areas and structures in Bourne to assist in understanding the form of development they prefer. Participants may also be surveyed as to their economic development priorities relative to the current goals and actions within the Town’s local comprehensive plan.

Commission Responsibilities
- Design workshop structure
- Conduct site visits to take photos
- Prepare materials for workshop including any handouts, posters and presentations
- Facilitate the workshop

Town Responsibilities
- Select the date, time, and duration of the workshop
- Secure an appropriate location for the workshop
- Advertise the workshop
- Send invitations to key resident and business organizations and town boards and staff

Deliverables
- Workshop materials
- Summary of workshop results

TASK 2 – DESIGN & FACILITATE ED STRATEGIC PLANNING PROCESS
Commission staff will design an efficient planning process that will engage key stakeholders and produce an economic development vision statement, three to five economic development goals/policies, and a set of short- and long-term
action steps. The Commission staff will work closely with a core planning team selected by the town. The core planning team will oversee and direct commission staff and help the Town staff complete the responsibilities outlined below.

**Commission Responsibilities**
- Provide guidance and expertise to core planning team
- Facilitate planning sessions with constituent groups

**Town Responsibilities**
- Select core planning team (five to seven people maximum)
- Identify representatives of key constituent groups and request their participation
- Coordinate meetings – scheduling, location, technology needs
- Advertise/inform the public of the various planning events and progress milestones

**Deliverables**
- Planning Process Outline
- Planning materials as needed
- Summary of planning efforts and decisions made during the process

**TASK 3 – DRAFT ECONOMIC DEVELOPMENT VISION/STRATEGIC PLAN**
Based on the results of tasks 1 and 2, Commission staff will prepare draft language for the core planning team to use in developing an economic development vision, set of goals/policies, and action steps that represents the views and ideas coming out of the SWOT workshop and subsequent planning process. Once agreed to by the core planning team, this document will be delivered to the Town.

**Commission Responsibilities**
- Work with Core Planning team to draft language for the vision/strategic plan

**Town Responsibilities**
- Determine and implement next steps for draft after the Core Team has delivered it to the Town

**Deliverables**
- Draft economic development vision/strategic plan document

**TIMELINE**

The contract for this project will extend to December 31, 2017. The timing of each task may be adjusted to work with other planning activities in the town that relate to this study. Completion dates are estimated below:

<table>
<thead>
<tr>
<th>Milestones</th>
<th>Est. Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Public SWOT Workshop(s)</td>
<td>June/July 2017</td>
</tr>
<tr>
<td>Planning Process Outline</td>
<td>June/July 2017</td>
</tr>
<tr>
<td>Planning Team &amp; Stakeholder Meetings (3-5)</td>
<td>June-October 2017</td>
</tr>
<tr>
<td>Draft Development</td>
<td>November 2017</td>
</tr>
<tr>
<td>Draft Delivery</td>
<td>December 2017</td>
</tr>
</tbody>
</table>
PROJECT TEAM
Erin Perry, Special Projects Manager
Leslie Richardson, Chief Economic Development Officer
Sharon Rooney, Chief Planner & Landscape Architect
Martha Hevenor, Planner II
Chloe Schaefer, Community Design Planner
Heather Harper, Housing Specialist
Steven Tupper, Transportation Planner
Water Resources Staff – TBD as needed
GIS Staff – Anne Reynolds; Heather Cornier
CONTRACT AMENDMENT

The contract entered into on August 3, 2016 by and between Finepoint Associates hereinafter called the "CONTRACTOR" and the County of Barnstable hereinafter called the "COUNTY" for the following:

To provide monitoring for the purpose of ensuring affordable housing projects developed with the Barnstable County HOME Consortium funds meet the requirements of HUD's HOME Investment Partnership Program. The contract was for the period of execution of the contract (8/3/16) until June 1, 2017 in the amount of $55,000.00.

Is amended as follows:

ARTICLE 3. Extend the end date of the contract through June 30, 2017.

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

For the Contractor:

By: __________________________
    Elaine K. Nickerson
    Finepoint Associates

Date: __/12/17

COUNTY OF BARNSTABLE
COUNTY COMMISSIONERS

Leo Cakounes, Chair       Mary Pat Flynn, V. Chair       Ron Beaty, Commissioner

Date
MEMORANDUM

TO: County Commissioners

FROM: Elaine Davis, Chief Procurement Officer

RE: Bid Award

Barnstable County issued Request for Proposals for a qualified contractor to work with County staff to provide monitoring for the purpose of ensuring affordable housing projects developed with the Barnstable County HOME Consortium funds meet the requirements of HUD's HOME Investment Partnership Program. The proposals were due on June 8, 2016 and one proposal was received from Fine Point Associates. The review committee consisting of Beth Albert, Director of the Department of Human Services and Michelle Springer, HOME Consortium Manager rated the proposal as Highly Advantageous and recommend the award of the contract to Fine Point. See attached memo from Beth Albert. The price proposal was for $55,000.00, which was within the budget for this service.

Please vote to award the contract to provide monitoring to the HOME Program to Fine Point Associates, LLC as the responsive, responsible bidder offering the most advantageous proposal. The term of the contract will be upon execution of the contract until June 1, 2017.

Thank you.

County Commissioners:

Sheila Lyons
Mary Pat Flynn
Leo Cakounes

Date 6/27/16
AGREEMENT BETWEEN

Barnstable County
3295 Main Street
Barnstable, MA 02630

and

FinePoint Associates, LLC
PO Box 1242
Westford, MA 01886

THIS AGREEMENT is made this 3rd day of Aug 2016 by and between FinePoint Associates (hereinafter referred to as Contractor), and Mary Pat Flynn, Sheila Lyons and Leo Cakounes 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: The County Commissioners issued Request for Proposals on behalf of the Department of Human Services for a qualified contractor to work with County staff to provide monitoring for the purpose of ensuring affordable housing projects developed with Barnstable County HOME Consortium funds meet all the requirements of HUD's HOME Investment Partnership Program.

WHEREAS: The bids were bid in compliance with MA General Law Chapter 30B.

WHEREAS: The contractor is the bidder offering the most advantageous proposal.

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

1. Employment of Contractor. The Vendor hereby agrees to perform the services hereinafter set forth in the Scope of Services. Contractor hereby agrees to hold the County harmless from any claims regarding worker's compensation benefits, unemployment compensation benefits, retirement benefits, or any other benefit normally attributable to the status of "employee" and Contractor specifically agrees to pay for all damages incurred by the County or Town, including costs, benefits, and reasonable attorney fees in the event the Contractor files such claim.

2. Scope of Services. The Vendor shall provide the services outlined in the Scope of Services hereby attached as Attachment A.


4. Payment. See attached price proposal (Attachment B to contract)

5. Termination or Suspension of Contract for Cause. If through any sufficient cause, the Customer 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 Services to be performed hereunder. Such changes, including any increase or decrease in the amount of the Customer costs, which are mutually agreed upon by the Town and the Customer, shall be incorporated in written amendments to this Contract.

8. Non-Discrimination in Employment and Affirmative Action. The Customer 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 Customer 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 to the County pursuant to this Contract shall be subcontracted or delegated in whole or in part to any other organization, association, individual, corporation, partnership or other such entity without the prior written approval of the Towns. No subcontract or delegation shall relieve or discharge the Customer 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 Towns or County thereto; provided, however that claims for money due or to become due the Contractor from the Towns 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 Towns 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 or Towns.

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

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 or Towns 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 or Towns 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".

23. Vendors shall submit invoices within 60 days of completing the work.

IN WITNESS WHEREOF, the County and Contractor have executed this Agreement this 3rd day of August in the year two thousand and Sixteen.

FOR THE COUNTY:

BARNSTABLE COUNTY COMMISSIONERS:

[Signatures]

Mary Pat Flynn
Sheila Lyons

8/3/16
Date

FOR THE CONTRACTOR:

[Signature]

July 7, 2016
Date
DISCHARGE OF MORTGAGE

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

by Deborah L. Adams

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

dated December 17, 1999

recorded with the Barnstable Registry District of the Land Court Document #787,776

acknowledges satisfaction of the same.

Witness our hand and seal this ______ day of May 2017
BARNSTABLE COUNTY,


As County Commissioners

COMMONWEALTH OF MASSACHUSETTS

Barnstable, ss.

On this _____ day of May 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: