



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 travellers; 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
Chair

Mary Pat Flynn
Vice-Chair

Ronald R. Beaty
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.

<u>Budget#</u>	<u>Sub-Program</u> _____	<u>Group</u>	<u>\$ Amount</u>	<u>Total</u>
	GENERAL GOVERNMENT			
	Special Projects Reserve Fund		\$190,080	\$190,080
	NET SUPPLEMENTAL APPROPRIATION			\$190,080

Section 2.

This Ordinance shall be effective on June 30, 2017.

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

Leo Cakounes
Chair

Mary Pat Flynn
Vice Chairman

Ron Beaty
Commissioner



**BARNSTABLE COUNTY
DEPARTMENT OF HUMAN SERVICES**

POST OFFICE BOX 427
BARNSTABLE, MASSACHUSETTS 02630
Main Office (508) 375-6628 FAX (508) 362-0290

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.

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

Barnstable County Commissioners

Leo Cakounes, Chair

Mary Pat Flynn, Vice Chair

Ron Beaty, Commissioner

Date



Children's
COVE

The Cape & Islands
Child Advocacy Center

P.O. Box 427 • Barnstable, Massachusetts 02630
Telephone (508) 375-0410 • Toll Free (888) 863-1900 • Fax (508) 375-0409

May 30, 2017

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

Thank you.

Stacy Gallagher

Leo G. Cakounes, Chair

Mary Pat Flynn, Vice Chair

Ronald R. Beaty

Partner Agencies

Barnstable County • Cape and Islands District Attorney's Office • Cape Cod Hospital
Massachusetts Department of Mental Health • Massachusetts Department of Children & Families

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

Completed: _____

Increase:

Org/Obj:	<u>034125-5705-0118</u>	Amount:	<u>\$ 50,000.00</u>
Org/Obj:	_____	Amount:	_____
Org/Obj:	_____	Amount:	_____
Org/Obj:	_____	Amount:	_____
Org/Obj:	_____	Amount:	_____
Org/Obj:	_____	Amount:	_____
Org/Obj:	_____	Amount:	_____

Decrease:

Org/Obj:	<u>034125-5720-0118</u>	Amount:	<u>\$ 50,000.00</u>
Org/Obj:	_____	Amount:	_____
Org/Obj:	_____	Amount:	_____
Org/Obj:	_____	Amount:	_____
Org/Obj:	_____	Amount:	_____
Org/Obj:	_____	Amount:	_____
Org/Obj:	_____	Amount:	_____

Reason(s) for transfer:

Lighting & Products evaluation study *for CLC Energy Efficiency Program.*

Approvals:

Approved by:	<u>Margaret Dwyer</u> Department Director			<u>5/19/17</u> Date
Approved by:	<u>Leo G. Cakounes</u> Chair	<u>Mary Pat Flynn</u> Vice-Chair	<u>Ronald R. Beaty</u> Commissioner	_____ Date



TRANSFER REQUEST FORM

Date: 5/23/2017 PAGE 1 OF 4

Department: Cape Light Compact

Completed: _____

Increase:	Org/Obj:	<u>0331201 5100</u>	Amount:	<u>\$ 39,059.99</u>
	Org/Obj:	<u>0331202 5235</u>	Amount:	<u>\$ 89,379.98</u>
	Org/Obj:	<u>0331202 5238</u>	Amount:	<u>\$ 1,215.26</u>
	Org/Obj:	<u>0331202 5270</u>	Amount:	<u>\$ 5,182.29</u>
	Org/Obj:	<u>0331202 5290</u>	Amount:	<u>\$ 276.55</u>
	Org/Obj:	<u>0331204 5462</u>	Amount:	<u>\$ 14,523.03</u>
	Org/Obj:	<u>0331209 5983</u>	Amount:	<u>\$ 11,533.98</u>

Decrease:	Org/Obj:	<u>0331205 5598</u>	Amount:	<u>\$ 159,447.50</u>
	Org/Obj:	<u>0331207 5719</u>	Amount:	<u>\$ 1,723.58</u>
	Org/Obj:	_____	Amount:	_____
	Org/Obj:	_____	Amount:	_____
	Org/Obj:	_____	Amount:	_____
	Org/Obj:	_____	Amount:	_____
	Org/Obj:	_____	Amount:	_____

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:	<u>Margaret J. Dawry</u> Department Director	<u>5/23/17</u> Date	
Approved by:	<u>Leo G. Cakounes</u> Chair	<u>Mary Pat Flynn</u> Vice-Chair	<u>Ronald R. Beaty</u> Commissioner
			Date



TRANSFER REQUEST FORM

Date: 5/23/2017 PAGE 2 OF 4

Department: Cape Light Compact

Completed: _____

Increase:	Org/Obj:	<u>033123 5399</u>	Amount:	<u>\$ 1,480.36</u>
	Org/Obj:	<u>033124 5293</u>	Amount:	<u>\$ 1,012.84</u>
	Org/Obj:	<u>033125 5293</u>	Amount:	<u>\$ 4,998.49</u>
	Org/Obj:	<u>033125 5701 0115</u>	Amount:	<u>\$ 3,135.00</u>
	Org/Obj:	<u>033125 5703 0115</u>	Amount:	<u>\$ 27,031.10</u>
	Org/Obj:	<u>033125 5703 0116</u>	Amount:	<u>\$ 21,026.41</u>
	Org/Obj:	<u>033125 5705 0118</u>	Amount:	<u>\$ 56,947.14</u>

Decrease:	Org/Obj:	<u>033123 5299</u>	Amount:	<u>\$ 1,480.36</u>
	Org/Obj:	<u>033124 5421</u>	Amount:	<u>\$ 1,012.84</u>
	Org/Obj:	<u>033125 5421</u>	Amount:	<u>\$ 4,998.49</u>
	Org/Obj:	<u>033125 5701 0116</u>	Amount:	<u>\$ 108,139.65</u>
	Org/Obj:	_____	Amount:	_____
	Org/Obj:	_____	Amount:	_____
	Org/Obj:	_____	Amount:	_____

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:		<u>5/23/17</u>
	Department Director	Date
Approved by:	_____	_____
	Leo G. Cakounes Chair	Mary Pat Flynn Vice-Chair
	_____	_____
	Ronald R. Beaty Commissioner	Date



TRANSFER REQUEST FORM

Date: 5/23/2017 PAGE 3 OF 4

Department: Cape Light Compact

Completed: _____

Increase:	Org/Obj:	<u>033125 5706 0115</u>	Amount:	<u>\$ 11,565.66</u>
	Org/Obj:	<u>033126 5293</u>	Amount:	<u>\$ 3,366.69</u>
	Org/Obj:	<u>033126 5320</u>	Amount:	<u>\$ 242.82</u>
	Org/Obj:	<u>033126 5703 0114</u>	Amount:	<u>\$ 152.73</u>
	Org/Obj:	<u>033126 5703 0118</u>	Amount:	<u>\$ 15,831.36</u>
	Org/Obj:	<u>033126 5712 0116</u>	Amount:	<u>\$ 5,560.92</u>
	Org/Obj:	<u>033126 5713 0115</u>	Amount:	<u>\$ 67,487.39</u>

Decrease:	Org/Obj:	<u>033125 5701 0116</u>	Amount:	<u>\$ 11,565.66</u>
	Org/Obj:	<u>033126 5712 0115</u>	Amount:	<u>\$ 92,641.91</u>
	Org/Obj:	_____	Amount:	_____
	Org/Obj:	_____	Amount:	_____
	Org/Obj:	_____	Amount:	_____
	Org/Obj:	_____	Amount:	_____
	Org/Obj:	_____	Amount:	_____

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Approvals:

Approved by:		<u>5/23/17</u>
	Department Director	Date
Approved by:	_____	_____
	Leo G. Cakounes Chair	Mary Pat Flynn Vice-Chair
	_____	_____
	Ronald R. Beaty Commissioner	Date



TRANSFER REQUEST FORM

Date: 5/23/2017 PAGE 4 OF 4

Department: Cape Light Compact

Completed: _____

Increase:	Org/Obj:	<u>033126 5713 0118</u>	Amount:	<u>\$ 1,602.12</u>
	Org/Obj:	<u>033126 5723 0118</u>	Amount:	<u>\$ 223.79</u>
	Org/Obj:	<u>033994 5723 0116</u>	Amount:	<u>\$ 2,337.41</u>
	Org/Obj:	<u>033995 5723 0114</u>	Amount:	<u>\$ 237.58</u>
	Org/Obj:	<u>033995 5723 0118</u>	Amount:	<u>\$ 7,152.81</u>
	Org/Obj:	<u>033998 5723 0118</u>	Amount:	<u>\$ 7,290.39</u>
	Org/Obj:	_____	Amount:	_____

Decrease:	Org/Obj:	<u>033126 5712 0115</u>	Amount:	<u>\$ 11,553.71</u>
	Org/Obj:	<u>033991 5723 0118</u>	Amount:	<u>\$ 7,290.39</u>
	Org/Obj:	_____	Amount:	_____
	Org/Obj:	_____	Amount:	_____
	Org/Obj:	_____	Amount:	_____
	Org/Obj:	_____	Amount:	_____
	Org/Obj:	_____	Amount:	_____

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Approvals:

Approved by:			<u>5/23/17</u>
	Department Director		Date
Approved by:	_____	_____	_____
	Leo G. Cakounes Chair	Mary Pat Flynn Vice-Chair	Ronald R. Beaty Commissioner
			Date



HAND DELIVERED

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

May 12, 2017

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

Received

MAY 12 2017

Barnstable County Commissioners

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)

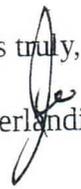
Halloween Parade (Saturday October 28 4:30 to 6pm includes grilling of Hot dogs, etc.)
This year the parade of the children will occur on the Complex grounds as opposed to having to close down Main Street on a busy Saturday afternoon

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 5-6:pm.

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.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 ◆

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



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◆ 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

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 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 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.

Town	Hourly Rates	After Hours and Weekend Rates	Material Cost plus % (not to exceed 15%)
Sandwich Schools	\$106.00	\$138.00	15%
Barnstable County Americorps	\$106.00	\$138.00	15%
Town of Barnstable	\$106.00	\$138.00	15%
Town of Eastham	\$106.00	\$138.00	15%

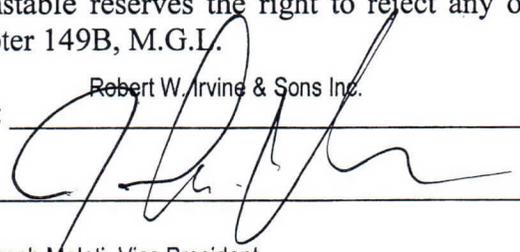
Receipt of Addendum Number(s) N/A Dated: _____ is hereby acknowledged and reflected in the Bid price (s) shown.

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: 

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

AIA Document A310

Bid Bond

KNOW ALLMEN BY THESE PRESENT, 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
3195 Main Street
PO Box 427
Barnstable, MA 02630

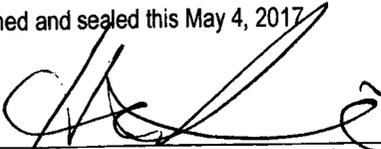
as Obligee, hereinafter called Owner, in the sum of

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



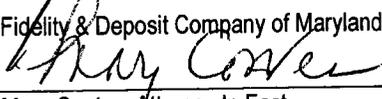
Heather Irvine (Witness)



Genevieve Paone (Witness)

Robert W Irvine & Sons, Inc.
By 

Joseph Moletti (Title) Vice President

Fidelity & Deposit Company of Maryland
By 

Mary Coates, Attorney In Fact

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.

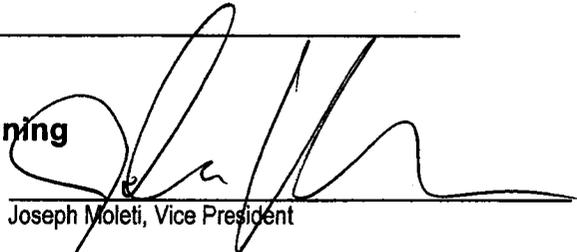
Company: Robert W. Irvine & Sons Inc.

Address: 147 Blossom Street

Lynn, MA 01902

Signature of Individual Signing

Bid, or Corporate Officer:



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: Leif Rochna, Director of Operations,
Email: lrochna@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
Bonding Company 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

COMMONWEALTH OF MASSACHUSETTS
DIVISION OF PROFESSIONAL LICENSURE
BOARD OF
PLUMBERS AND GAS FITTERS
ISSUES THE FOLLOWING LICENSE
LICENSED AS A MASTER PLUMBER

LAWRENCE W. SHEPHERD
15 WASHINGTON ST
LYNN, MA 01905-1528



1328 05/01/01 6829

LICENSE NUMBER EXPIRATION DATE SERIAL NUMBER

COMMONWEALTH OF MASSACHUSETTS
DIVISION OF PROFESSIONAL LICENSURE

BOARD OF
PLUMBERS AND GASFITTERS
ISSUES THE FOLLOWING LICENSE
LICENSED AS A JOURNEYMAN PLUMBER

FRANCIS J. O'CONNOR
100 STATE STREET
BOSTON, MA 02109

08/01/2011

05/01/2011

© COMMONWEALTH OF MASSACHUSETTS
DIVISION OF PROFESSIONAL LICENSURE

BOARD OF
PLUMBERS AND GASFITTERS
ISSUES THE FOLLOWING LICENSE
LICENSED AS A JOURNEYMAN PLUMBER

DAVID J. [unclear]
229 GASTON [unclear]
APT 3 [unclear]
NAHANT, MA 01913

311511

05/01/2018

20170

LICENSE NUMBER

EXPIRATION DATE

CEASE NUMBER

LICENSE SIGNATURE



CHARLES D. BAKER
GOVERNOR

KARYN E. POLITO
LIEUTENANT GOVERNOR

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:** This Contractor is certified to file bids under Massachusetts General Laws Chapter 149, Chapter 149A and Chapter 25A in the following checked Categories of Work:

- | | | | |
|--|---|--|---|
| <input type="checkbox"/> Alarm Systems | <input type="checkbox"/> Energy Management System | <input type="checkbox"/> Historical Painting | <input type="checkbox"/> Pumping Stations |
| <input type="checkbox"/> Asbestos Removal | <input type="checkbox"/> Exterior Siding | <input type="checkbox"/> Historical Roofing | <input type="checkbox"/> Roofing |
| <input type="checkbox"/> Deleading | <input type="checkbox"/> Fire Protection Sprinkler Systems | <input type="checkbox"/> Masonry | <input type="checkbox"/> Sewage and Water Treatment Plants |
| <input type="checkbox"/> Demolition | <input type="checkbox"/> Floor Covering | <input checked="" type="checkbox"/> Mechanical Systems | <input type="checkbox"/> Telecommunications Systems |
| <input type="checkbox"/> Doors and Windows | <input checked="" type="checkbox"/> General Building Construction | <input type="checkbox"/> Modular Construction/Prefab | <input type="checkbox"/> Waterproofing |
| <input type="checkbox"/> Electrical | <input checked="" type="checkbox"/> HVAC | <input type="checkbox"/> Painting | <input type="checkbox"/> Special (for DCAMM pre-approved projects only) |
| <input type="checkbox"/> Electronic Security Systems | <input type="checkbox"/> Historical Building Restoration | <input checked="" type="checkbox"/> Plumbing | |
| <input type="checkbox"/> Elevators | <input type="checkbox"/> Historical Masonry | | |

- 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

COUNTY OF BARNSTABLE

PURCHASING

DEPARTMENT OF FINANCE

SUPERIOR COURT HOUSE

P.O. BOX 427

BARNSTABLE, MASSACHUSETTS 02630

Phone: (508) 375-6637

Fax: (508) 362-4136

Email:

edavis@barnstablecounty.org

Elaine Davis
Chief Procurement Officer

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

KYOCERA			
Item Number	Description	Unit of Measure	JB Holdings
MTA-370AB011	Toner	EA	78.83
LEXMARK			
Description	Unit of Measure	Tree House	
T650H11A			\$388.00
LEX50F1U00			\$254.00
LEX62D1000	Toner	EA	\$111.00
BROTHER TONERS			
ITEM #	Description	Unit of Measure	Tree House
BRT-LC203	Black Ink	EA	\$16.60
BRT-LC203C	Cyan Ink	EA	\$9.85
BRT-LC203M	Magenta Ink	EA	\$9.85
BRT-LC203Y	Yellow Ink	EA	\$9.85
Brother LC61BK	Black Toner	EA	\$20.40
Brother LC61C	Cyan Toner	EA	\$8.60
Brother LC61M	Magenta toner	EA	\$8.60
Brother LC614	Yellow toner	EA	\$8.60
BRT-TN350		EA	\$58.00
XEROX			
Dell Part #	Description	Unit of Measure	TreeHouse
XER-6R989	Copy Toner, Black		n/a
XER-113R00721	Yellow toner		115
XER-113R00726	Black Toner		195
XER-113R00719	Cyan Toner		115
XER-113R00720	Magenta Toner		115

CANON TONER				
ITEM #	DESCRIPTION	Unit of Measure	Machine	JB Holdings
CNM-S35	Black Cartridge	EA	IMAGE	106.25
FX3	Black Cartridge	EA		\$56.25
FX-7	CNM-7621A001AA	EA		\$78.65
IBM				
ITEM #	DESCRIPTION	Unit of Measure	Machine	WB Mason
IBM-75P4305	IBM-75P4305	EA	infoprint	\$399.95
IBM-75P6961	IBM-75P6961	EA	infoprint	\$365.88
DELL				
Item #	Description	Unit of Measure	Machine	JB Holdings
X3310778	Black Toner	EA	Dell C1760N	62.99
X3310777	Cyan Toner	EA	Dell C1760N	62.99
X3310780	Magenta Toner	EA	Dell C1760N	62.99

RICOH - SAVIN TONERS					
		Description	Unit of Measure	Model	The TreeHouse
841284	SAV-5460	Black Toner	EA	C4040	49.40
841346		Black Toner	EA	MPC45002	44.30
841453	SAV-5463	Yellow Toner	EA	C4040	75.00
841454	SAV-5462	Magenta Toner	EA	C4040	75.00
841455	SAV-5461	Cyan toner	EA	C4040MPC/ 4503	75.00
841849	RIC 841849	Black Toner	EA	MPC 4505/4503	59.00
841850	RIC 841850	Yellow	EA	MPC 4505/4503	92.00
841851	RIC 841851	Magenta	EA	MPC 4505/4503	92.00
841852	RIC 841852	Cyan	EA	MPC 4505/4503	92.00
841993		Black	EA	Savin MP2554/Ricoh	45.00
842083		Black	EA	Ricoh MP-C8002/SAV-8002	81.00
842084		Yellow	EA	Ricoh MP-C8002/SAV-8002	150.00
842085		Magenta	EA	Ricoh MP-C8002/SAV-8002	150.00
842086		Cyan	EA	Ricoh MP-C8002/SAV-8002	150.00
	RIC841751	Black	EA	SAV-C5502	56.00
	RIC841752	Yellow	EA	SAV-C5502	81.00
	RIC841753	Magenta	EA	SAV-C5502	81.00
	RIC841754	Cyan	EA	SAV-C5502	81.00
	SAV-841500	Black	EA	SAV-C9120	29.30
	SAV-841501	Yellow	EA	MP C2502/SAVC9120/9210	86.00
	SAV-841502	Magenta	EA	MP C2051/SAV-C9120/9210	86.00
	SAV-841503	Cyan	EA	MP C2052/SAVC9120/SAVIN 9210	86.00
	RIC-841816	Cyan Toner	EA	C3003	90.00
	RIC- 841815	Magenta Toner	EA	C3003	90.00
	RIC-841814	Yellow Toner	EA	C3003	90.00
	RIC-841813	Black Toner	EA	C3003	69.00
	841586	Black	EA	Savin C9210/Ricoh MP2051	29.30
	888029			MPW6700	77.00
	89890			MPW6701	77.00
	4700W			MPW6700	77.00
	480-0161			MPW6700	77.00
	888029			MPW6700	77.00

HEWLETT PACKARD

PART #	ITEM #	DESCRIPTION	Unit	WB Mason
#45A	HEW-51645A	Black Ink Cartridge	EA	48.88
#72	HEW-9373A	YELLOW 130 ML	EA	34.21
#72	HEW-9400A	Yellow	EA	17.56
	HEW-C4836A		EA	32.52
	HEW-C4837A		EA	32.52
	HEW-C4838A	Yellow toner	EA	32.52
#10	HEW-C4844A	Black Ink Cartridge	EA	39.49
#72	HEW-C9397A	Photo Black	EA	17.56
#72	HEW-C9398A	Cyan	EA	17.56
#72	HEW-C9399A	Magenta	EA	17.56
#72	HEW-C9401A	Gray	EA	17.56
#72	HEW-C9403A	Matte Black	EA	34.21
	HEW-CB540A	Black Ink Cartridge	EA	61.49
	HEW-CB541A	Cyan Ink Cartridge	EA	30.96
	HEW-CB542A	Yellow Ink Cartridge	EA	30.96
	HEW-CB543A	Magenta Cartridge	EA	30.96
#64A	HEW-CC364A	Black Toner Cartridge	EA	73.62
	HEW-CC530A	Black Ink Cartridge	EA	57.07
	HEW-CC531A	Cyan Ink Cartridge	EA	50.07
	HEW-CC532A	Yellow Ink Cartridge	EA	50.07
	HEW-CC533A	Magenta Cartridge	EA	50.07
	HEW-CD972AN	Cyan Toner	EA	8.76
	HEW-CD973AN	Yellow toner	EA	8.76
	HEW-CD974AN	Magenta toner	EA	8.76
	HEW-CD975AN	Cyan Toner	EA	28.93
	HEW-CE250A	Black toner	EA	105.49
	HEW-CE251A	Black Toner	EA	193.47
	HEW-CE252A	Yellow Cartridge	EA	193.47
	HEW-CE253A	Magenta Toner	EA	193.47
#55A	HEW-CE255A	Black Toner Cartridge	EA	62.47
#78A	HEW-CE278A	Black Toner Cartridge	EA	33.53
	HEW - 570A-CE400A	Cyan Toner	EA	63.46
	HEW-507A-CE401A	Black Toner	EA	158.29
	HEW-507A-CE402A	Yellow Toner	EA	158.29
	HEW-507A-CE403A	Magenta Toner	EA	158.29
#305A	HEW-CE410A	Black Toner Cartridge	EA	82.88
#305A	HEW-CE411A	Cyan	EA	109.01
#305A	HEW-CE412A	Yellow	EA	109.01
#305A	HEW-C413A	Magenta Toner	EA	109.01
90A	HEW-CE390A	Black	EA	152.13
	HEW-CF210X	Black	EA	59.73
	HEW-CF211A	Cyan	EA	69.41
	HEW-CF212A	Yellow	EA	69.41
	HEW-CF213A	Magenta	EA	69.41
#80A	HEW-CF280A	Black Toner Cartridge	EA	98.88
	HEW-CF283X	Black toner	EA	57.09
	HEW-CF400X	Black Toner	EA	65.89
	HEW-CF401X	Cyan	EA	65.89
	HEW-CF402X	Yellow	EA	65.89
	HEW-CF403x	Magenta	EA	65.89

HEWLETT PACKARD				
	HEW-CF410X	Black Toner	EA	60.84
	HEW-CF411X	Cyan Toner	EA	94.09
	HEW-CF412X	Yellow Toner	EA	94.09
	HEW-CF413X	Magenta Toner	EA	94.09
	HEW-CNO45AN	High yield black	EA	16.89
	HEW-CNO46AN	High yield cyan	EA	26.29
	HEW-CNO47AN	High yield magenta	EA	26.29
	HEW-CNO48AN	High yield yellow	EA	26.29
	N9H70A	Cyan toner	EA	14.07
	N9H74A	Magenta Toner	EA	14.07
	N9H78A	Yellow Toner	EA	14.07
#42A	HEW-Q5942A	Black Toner Cartridge	EA	77.99
	HEW-Q5949X	Black Toner	EA	122.21
	HEW-Q6470A	Black toner	EA	87.89
	HEW-Q6471A	Yellow Toner	EA	114.29
	HEW-Q6472A	Cyan Toner	EA	114.29
	HEW-Q6473A	Magenta Toner	EA	114.29
	HEW-Q7582A	Yellow Toner	EA	100.39
	HEW-Q7583A	Magenta Toner	EA	100.39
	HEW-Q7587A	Blue Toner Cartridge	EA	111.99
	HEW-CE255A	Black toner	EA	62.47
#80A	HEW-CF280A	Black Cartridge	EA	94.05
	HEW-MCR-55XM	MICR Black Toner	EA	194.71



**BARNSTABLE COUNTY
DEPARTMENT OF HUMAN SERVICES**

3195 Main Street, Post Office Box 427
Barnstable, Massachusetts 02630
Office: 508-375-6628 | Fax: 508-362-0290
www.bchumanservices.net

Elizabeth Albert, Director
balbert@barnstablecounty.org

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.



RECEIVED
MAY 15 2017
BY: _____

U.S. Department of Housing and Urban Development

MASSACHUSETTS STATE OFFICE, NEW ENGLAND AREA
Office of Community Planning and Development
Thomas P. O'Neill, Jr. Federal Building
10 Causeway Street - Fifth Floor
Boston, Massachusetts 02222-1092

Fax (617) 565-5442

Beth Albert
Director
Barnstable County Human Services
3195 Main Street
Barnstable, MA 02630

Dear Ms. Albert:

MAY 10 2017

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		
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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:

- The LOCCS/VRS Access Authorization Form (HUD -27054E) <http://portal.hud.gov/hudportal/documents/huddoc?id=27054E.pdf>
- The Direct Deposit Form (SF-1199A) http://www.irs.gov/pub/irs-utl/sf-1199-a_dirdeposit.pdf

Additional information can be found at:

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

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,

Robert D. Shumeyko
CPD Director

Enclosures

Tax ID No.: 04-6001419
Effective Date: May 9, 2017
DUNS No.: 076612407

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.

MA0534L1T031601 8/1/2017 to 7/31/2018 \$29698

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	\$27750
i. Operating costs	\$0
j. Homeless Management Information System	\$0
k. Administrative costs	\$1948
l. Relocation costs	\$0
m. Housing relocation and stabilization services	\$0

Tax ID No.: 04-6001419
Effective Date: May 9, 2017
DUNS No.: 076612407

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.

FEDERALLY RECOGNIZED INDIRECT COST RATE SCHEDULE

Grant No.	Recipient Name	Indirect cost rate
_____	_____	_____ %

Project No.	Recipient/Subrecipient	Indirect cost rate
_____	_____	_____ %
_____	_____	_____ %
_____	_____	_____ %
_____	_____	_____ %
_____	_____	_____ %

This agreement is hereby executed on behalf of the parties as follows:

**UNITED STATES OF AMERICA,
Secretary of Housing and Urban Development**

By:



(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)

3225 MAIN STREET • P.O. BOX 226
BARNSTABLE, MASSACHUSETTS 02630



CAPE COD
COMMISSION

(508) 362-3828 • Fax (508) 362-3136 • www.capecodcommission.org

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.

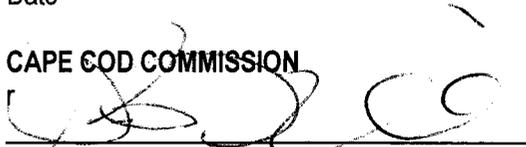
IN WITNESS WHEREOF, the Town and the COMMISSION execute this Agreement this _____ day of _____ in the year two thousand and seventeen.

BARNSTABLE COUNTY

John Yunits, County Administrator

Date

CAPE COD COMMISSION

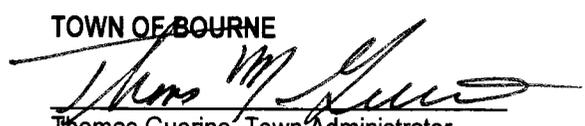


Paul Niedzwiecki, Executive Director

5/17/17

Date

TOWN OF BOURNE



Thomas Guerino, Town Administrator

5/9/17

Date

ATTACHMENT A SCOPE OF WORK AND TIMELINE

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:

Milestones	Est. Date
Public SWOT Workshop(s)	June/July 2017
Planning Process Outline	June/July 2017
Planning Team & Stakeholder Meetings (3-5)	June-October 2017
Draft Development	November 2017
Draft Delivery	December 2017

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 Cormier

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 12 day of May, 2017

For the Contractor:

By: Elaine K. Nickerson

Elaine King Nickerson
FINEPOINT ASSOCIATE LLC

Date: 5/12/17

COUNTY OF BARNSTABLE
COUNTY COMMISSIONERS

Leo Cakounes, Chair

Mary Pat Flynn, V. Chair

Ron Beaty, Commissioner

Date

COUNTY OF BARNSTABLE
PURCHASING
DEPARTMENT OF FINANCE

Elaine Davis
Chief Procurement Officer

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

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

June 13, 2016

MEMORANDUM

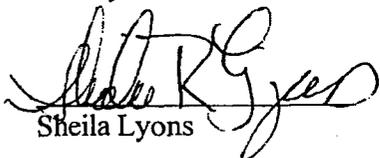
TO: County Commissioners
FROM: Elaine Davis, Chief Procurement Officer
RE: Bid Award

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

6/22/16
Date

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.
3. Time of Performance. Execution of contract until June 1, 2017.
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

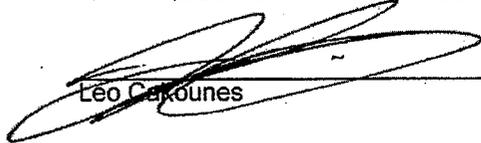
of the Scope of Services described in the attached "Exhibit A".

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

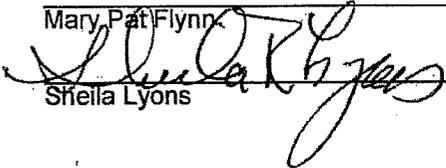
IN WITNESS WHEREOF, the County and Contractor have executed this Agreement this 3rd
day of August in the year two thousand and Sixteen.

FOR THE COUNTY:

BARNSTABLE COUNTY COMMISSIONERS:



Leo Carrounes

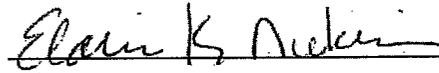
Mary Pat Flynn


Sheila Lyons

8/3/16

Date

FOR THE CONTRACTOR:



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: