



Received

NOV 04 2016

Barnstable County Commissioners

Certified Mail No. 91 7199 9991 7036 8045 4216
Return Receipt Requested

November 2, 2016

Mary Pat Flynn, Chair
Barnstable County Commissioners
P.O. Box 427
3195 Main Street
Superior Courthouse
Barnstable, MA 02630

Dear Commissioner Flynn:

The Massachusetts Department of Conservation and Recreation (DCR) is considering the purchase of the fee or lesser interest in land located in the Town of Brewster. State regulations at 301 CMR 51.00, et seq., require DCR to provide written notice of any planned purchase to you and certain other public officials at least 120 days prior to purchase. This letter is intended to serve as such notice.

*51.08
120 days to respond.*

The property under consideration contains 10 (+/-) acres of woodland, and borders Nickerson State Park. Enclosed is a locus map marked "Exhibit A" which shows the property in which we are interested.

The current owner has kept the property as natural woodland. If acquired by the state, DCR will retain the property as undeveloped open space, for passive recreation and natural resource protection as part of Nickerson State Park.

Should you have any questions regarding this matter, kindly contact Shaun Provencher, Land Protection Specialist, at 617-626-1376. For your information, DCR has sent similar notices to the Town of Brewster, Representative Sarah K. Peake, Representative Timothy R. Whelan, Senator Daniel A. Wolf and the Cape Cod Commission.

Thank you very much.

Very truly yours,

Nancy Mitchell
Assistant General Counsel

Enclosure DCR File #: P-000806

Please place on next weeks agenda -> Gen. B.

COMMONWEALTH OF MASSACHUSETTS · EXECUTIVE OFFICE OF ENERGY & ENVIRONMENTAL AFFAIRS

Department of Conservation and Recreation
251 Causeway Street, Suite 600
Boston MA 02114-2119
617-626-1250 617-626-1351 Fax
www.mass.gov/dcr



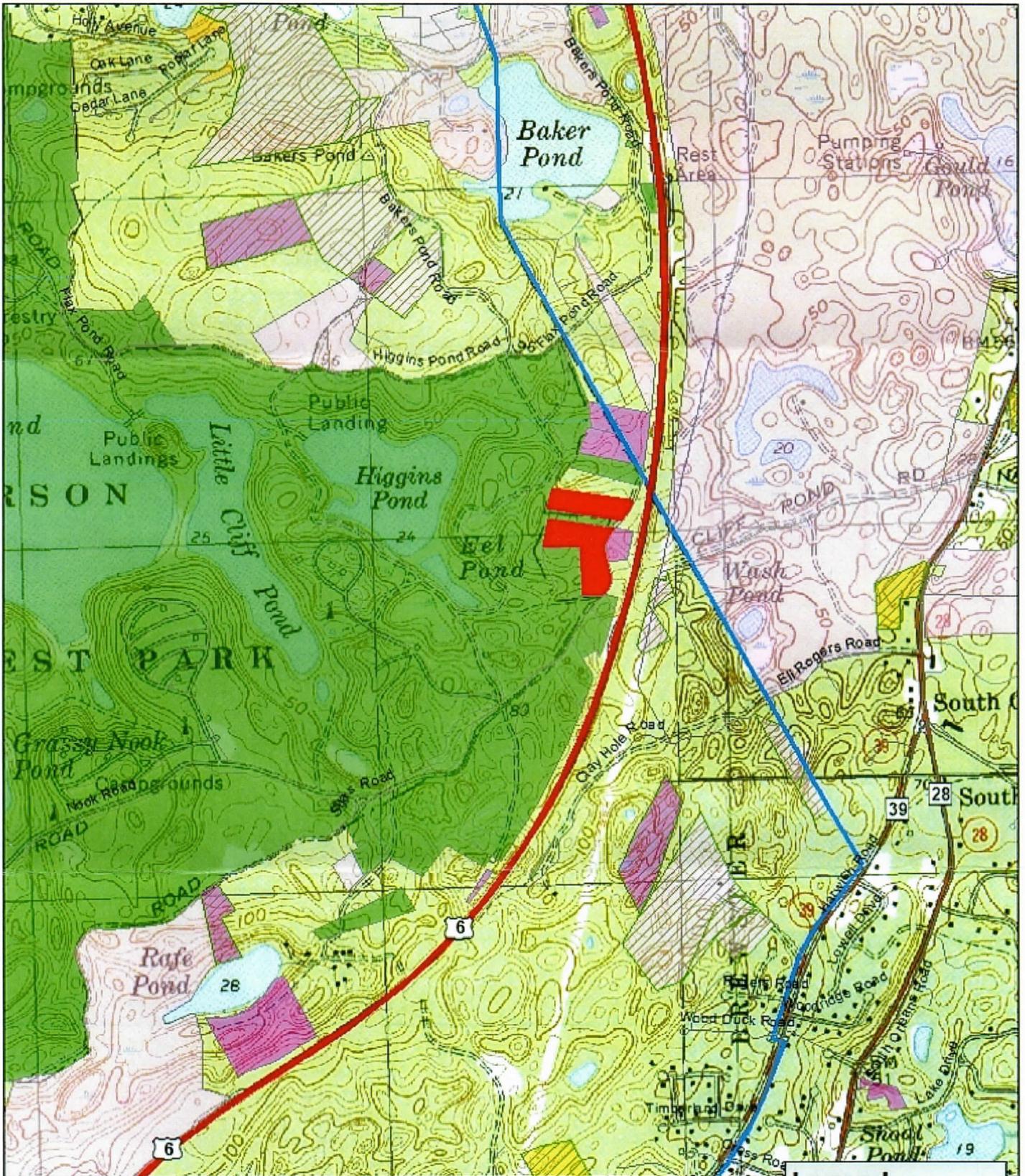
Charles D. Baker
Governor

Karyn E. Polito
Lt. Governor

Matthew A. Beaton, Secretary, Executive
Office of Energy & Environmental Affairs

Leo Roy, Commissioner
Department of Conservation & Recreation

Exhibit A



Legend

-  Subject Parcels
-  Town Boundary



DATE: November 9, 2016

TO: County Commissioners

FROM: Kara Mahoney, Interim Administrative Assistant

RE: Re-appointments to the Human Rights Commission

The Agenda for 10/26/2016 incorrectly listed the re-appointments of members (listed below) for the Barnstable County Health and Human Services Advisory Council. The request was to appoint members who were being nominated by the Council to the Barnstable County Human Rights Commission.

Please vote to amend the vote taken during your meeting on 10/26/2016 to correct the re-appointments of Paul Thompson, Rita Ailinger and Patricia Oshman from the Barnstable County Health & Human Services Advisory Council **to the Human Rights Commission** to serve three year terms beginning January 1, 2017 through December 31, 2019.

Mary Pat Flynn
Chair

Sheila R. Lyons
Vice-Chair

Leo Cakounes
Commissioner

Date



**BARNSTABLE COUNTY
DEPARTMENT OF HUMAN SERVICES
Health & Human Services Advisory Council**

POST OFFICE BOX 427
BARNSTABLE, MASSACHUSETTS 02630

Main Office (508) 375-6628 FAX (508) 362-0290 TDD (508) 362-5885

October 19, 2016

To: County Commissioners Mary Pat Flynn, Sheila Lyons, and Leo Cakounes
From: Elizabeth Albert, Department of Human Services and Chair of the Health and Human Services Advisory Council
Subject: Recommendation for Re-Appointments to Barnstable County Human Rights Commission

Per Human Rights Commission Ordinance: There is hereby established a county office to be known as the Human Rights Commission of Barnstable County (hereinafter referred to as the Commission). The Commission shall consist of **nine (9)** members to be **(a) nominated by the Barnstable County Health and Human Services Advisory Council, and (b) appointed by the County Commissioners.**

Three (3) Commissioners on the Human Rights Commission have terms expiring December 31, 2016. All three Commissioners have expressed in writing their desire to be re-appointed for an additional 3-year term. The Human Rights Commission supports all three re-appointments. Additionally, three (3) Commissioners have submitted their resignations before completing their 3-year term. The Health & Human Services Advisory Council HRC Nominating Committee will work with the Human Rights Commission to coordinate the timely posting of these vacancies, review of resumes, interviewing candidates, and making recommendations regarding appointments.

The Health and Human Service Advisory Council requests your consideration of the following candidates for re-appointment to the Barnstable County Human Rights Commission:

Paul Thompson is recommended for appointment to a three year term from January 1, 2017 – December 31, 2019.

Rita Ailinger is recommended for appointment for a three year term from January 1, 2017 – December 31, 2019.

Patricia Oshman is recommended for appointment for a three year term from January 1, 2017 – December 31, 2019.

Respectfully Submitted,

Elizabeth Albert, Chair
Barnstable County Health & Human Services Advisory Council

Barnstable County Commissioners

Mary Pat Flynn, Chair

Sheila Lyons

Leo Cakounes

Dated: _____

- d. **Discussion on the Annual Report, County Administrator and Finance Director.**
- e. **Continued discussion from the October 12, 2016 Commissioner's meeting and possible vote on the Commissioners' budget message pursuant to Article 5 of the County Charter.**

III. New Business – Other business not reasonable anticipated by the Chair

IV. Commissioners' Actions

a. Approval of the October 19, 2016 Meeting Minutes

Motion made by Commissioner Cakounes to approve the Minutes of the regular session meeting of October 19, 2016 as presented, 2nd by Mary Pat Flynn, approved 3-0-0.

b. Appointment of Stephen Wisbaurer as the Provincetown representative to the Barnstable County Coastal Resources Committee

Motion made by Commissioner Cakounes to appoint Stephen Wisbaurer as the Town of Provincetown's representative to the Barnstable County Coastal Resources Committee, term to expire October 11, 2018, 2nd by Mary Pat Flynn, approved 2-0-0.

c. Re-appointments of Paul Thompson, Rita Ailinger and Patricia Oshman to the Barnstable County Health & Human Services Advisory Council

Motion made by Commissioner Cakounes to appoint Paul Thompson, Rita Ailinger and Patricia Oshman to the Barnstable County Health and Human Services Advisory council terms to expire December 31, 2019, 2nd by Mary Pat Flynn, approved 2-0-0.

d. Amendment to the Cape Cod Commission technical assistance through District Local Technical Assistance Grant program

Motion made by Commissioner Cakounes to approve and execute the amendments to the Cape Cod Commission's technical assistance through the District Local Technical Assistance Grant program as presented, 2nd by Mary Pat Flynn, approved 2-0-0.



**BARNSTABLE COUNTY
DEPARTMENT OF HUMAN SERVICES**

POST OFFICE BOX 427
BARNSTABLE, MASSACHUSETTS 02630
Main Office (508) 375-6628 FAX (508) 362-0290 TDD (508) 362-5885

Barnstable County
2016 Health & Human Services Advisory Council Membership

Date: October 21, 2016
To: County Commissioners Mary Pat Flynn, Sheila Lyons and Leo Cakounes
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, 2016 with term expiration date as noted.

CONSORTIA		NOMINEE	TERM EXPIRATION
Cape & Islands Health Agents Coalition	Alternate	Sean O'Brien, Acting Director Barnstable County Dept. of Health & Environment	5/31/17
Community Health Network Area (CHNA 27)	Alternate	Judith Repucci, Marketing Liaison Harbor Community Health Center	5/31/17

Barnstable County Commissioners

Mary Pat Flynn, Chair

Sheila Lyons, Vice Chair

Leo Cakounes, Commissioner

Date



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

MEMO

Date: October 28, 2016

To: Barnstable County Commissioners

From: Stacy Gallagher 

Subject: Proposal for Children's Cove Gift Account

Children's Cove respectfully requests that a gift account be established on the books of the County to be named the "Children's Cove Gift Account".

This gift account is enabled by M.G.L. Chapter 34, Section 23.

Monetary donations in the name of the Children's Cove will be deposited into the account the expenditures of which will serve to supplement the needs of the Children's Cove operations. The Director of Children's Cove would request that donations be used for such things as the community awareness campaign projects and supplies, financial assistance for children and families (supplies and services), staff continued education, and operation and maintenance.

In accordance with the statute, the County Treasurer is the custodian of such funds and invests and reinvests such sums and expenditures are approved by the County Commissioners.

Thank you.

Sheila R. Lyons, Chair

Mary Pat Flynn, Vice Chair

Leo G. Cakounes, Commissioner

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



CAPE COD
COMMISSION

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

DATE: October 31, 2016
TO: Barnstable County Commissioners
FROM: Gail A. Coyne, Chief Fiscal Officer 
RE: Fund Transfer

Your vote is respectfully requested to authorize the following transfers into the Cape Cod Environmental Protection Fund (CCEPF) to record indirect cost reimbursements from the special revenue funds listed below.

As you know, the Commission allocates costs that are incurred for common objectives and are not readily identified with particular cost objectives to all of its projects, including non-CCEPF funded projects. These costs are collected in the appropriate special revenue funds and transferred on a regular basis into the CCEPF, Fund 0010.

Fund 2146 Regional Economic Strategy Executive Team	195,282.66
Fund 2168 EDA/ Comprehensive Economic Development Strategy	9,162.21
Fund 2201 DOD Joint Land Use Study	657.03
Fund 2209 DEP 208 Plan Update	2,337.66
Fund 2233 Multi-Hazard Mitigation Planning	3,318.21
Fund 2242 NPS Bicycle Master Plan	45,479.16
Fund 2247 District Local Technical Assistance (2015)	49,518.63
Fund 2267 Provincetown Circulation/Parking	10,566.50
Fund 2275 EDA/Partnership Planning	38,186.00
Fund 2277 District Local Technical Assistance (2016)	2,061.57
Fund 2281 The Nature Conservancy	1,074.54
Fund 2282 NOAA Coastal Resiliency	2,837.68
Fund 2284 DEP 208 Plan Implementation	<u>54,545.00</u>
Total	\$415,026.85

Thank you for your consideration.

Mary Pat Flynn, Chair

Sheila Lyons, Vice-Chair

Leo Cakounes, Commissioner

cc: Mary McIsaac
Joanne Nelson

Indirect Costs to be Transferred to Cape Cod Environmental Protection Fund (Nov 2016)		
Account #	Fund	Transfer to 010500-4999
2146-5790	Regional Economic Strategy Executive Team(RESET)	195,282.66
2168-5790	U.S. Economic Development Administration/CEDS	9,162.21
2201-5790	Joint Land Use Study	657.03
2209-5790-0163	Capital Planning/Design - 208 Plan	2,337.66
2233-5790	Multi-Hazard Mitigation Planning	3,318.21
2242-5790	National Park Service Bike Plan	45,479.16
2247-5790	District Local Technical Assistance (12/15)	49,518.63
2267-5790	Provincetown Circulation/Parking study	10,566.50
2275-5790	U.S. EDA/Partnership Planning	38,186.00
22771-5790	District Local Technical Assistance (12/16)	2,061.57
2281-5790	The Nature Conservancy/Healthy Communities	1,074.54
2282-5790	NOAA Coastal Resiliency	2,837.68
2284-5790	DEP/208 Plan Implementation	54,545.00
		415,026.85

AGREEMENT
BETWEEN

Barnstable County through
Cape Cod Economic Development Council
3225 Main Street
Barnstable, MA 02630

and

Cape Cod Chamber of Commerce
5 Patti Page Way
Centerville, MA 02632

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

WITNESSETH THAT:

WHEREAS, the Council is the advisory board to the Barnstable County Commissioners for decisions regarding revenue and expenditures of funds from the sale of the Cape & Islands License Plate, and

WHEREAS, the Council requires assistance in the development and execution of a marketing strategy to promote sales of this license plate and

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

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

1. *Employment of Contractor.* The Council hereby agrees to engage the Contractor to perform the services hereinafter set forth in the Scope of Services. Contractor shall not be considered an employee of Barnstable County. Contractor hereby agrees to hold the Council 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 Council, including costs, benefits, and reasonable attorney fees in the event the Contractor files such claim.
2. *Scope of Services.* The Contractor shall perform the scope of services as set forth in Barnstable County's Request for Proposals dated June 27, 2016 and its proposal dated June 28, 2016, incorporated herein by reference.
3. *Time of Performance.* Work in connection with the Agreement shall begin effective July 1, 2016 for the 2017 fiscal year marketing campaign and continue until June 30, 2019, with two additional options to renew for three years each.
4. *Payment.* Subject to annual funding availability, the Council shall compensate the Contractor for services provided under Section 2, Scope of Services, at the rates and amounts detailed in the Proposer's Price Proposal dated June 28, 2016, incorporated herein by reference. An annual marketing campaign budget will be determined by the license plate fund recipients and established at the beginning of each fiscal year. Travel and other expenses authorized shall be within the total agreement limiting fee. Upon acceptance of the Contractor's invoice, payment will be made within thirty (30) days. If an invoice is not accepted by the Council within fifteen (15) days, it shall be returned to the Contractor with a written explanation for the rejection. At the end of each County fiscal year Contractor must submit any outstanding invoices for services performed or delivered during the fiscal year (July 1-June 30) to the Council no later than July 31st.

5. Termination or Suspension of Contract for Cause. If through any sufficient cause, the Contractor or the Council shall fail to fulfill or perform its duties and obligations under this Agreement, or if either party shall violate or breach any of the provisions of this Agreement, either party shall thereupon have the right to terminate or suspend this Agreement, 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 Council. The Council shall have the right to discontinue the work of the Contractor and cancel this agreement 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 Agreement, 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 Agreement up to and including the date of termination or suspension.

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

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

9. Subcontracting. None of the services to be provided by the Contractor pursuant to this Agreement 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 Council. No subcontract or delegation shall relieve or discharge the Contractor from any obligation or liability under this Agreement except as specifically set forth in the instrument of approval. If this Agreement 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 Agreement. The Council shall have the right to obtain a copy of the subcontract upon request.

10. Interest of Members of Council and Others. No officer, member or employee of the Council, IT, and no member of its governing body of the locality or localities in which the Project is situated or being carried out who exercises any functions or responsibility in the review or approval of the undertaking or carrying out of the Project, shall participate in any decision relating to this Agreement which affects his personal interest or the interest of any corporation, partnership, or association in which he is directly or indirectly interested or has any personal or pecuniary interest, direct or indirect, in this Agreement 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 Agreement and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the Council thereto; provided, however that claims for money due or to become due the Contractor from the Council under this Agreement 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 Council.

13. Recordkeeping, Audit, and Inspection of Records. The Contractor shall maintain books, records, and other compilations of data pertaining to the requirements of the Agreement to the extent and in such detail as shall properly substantiate claims for

payment under the Agreement. 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 Agreement. 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 agreement is funded in whole or in part with state or federal funds, the state or federal grantor agency, the Council 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 Agreement. 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 Agreement which the Council 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 Council.

15. Publication, Reproduction and Use of Material. No material produced in whole or in part under this Agreement shall be subject to copyright in the United States or in any other country. The Council 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 Agreement.

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

19. Force Majeure. Neither party shall be liable to the other nor be deemed to be in breach of this Agreement 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. 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 Agreement 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 Council against any liability incurred as a result of a violation of this section. If the Contractor receives federal funds pursuant to this Contract, Contractor understands and agrees to comply with all requirements outlined in the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200 Subpart A-F.)

21. Headings, Interpretation and Severability. The headings used herein are for reference and convenience only and shall not be a factor in the interpretation of the Agreement. If any provision of this Agreement 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 Agreement shall be enforced to the fullest extent permitted by law.

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

BARNSTABLE COUNTY COMMISSIONERS:

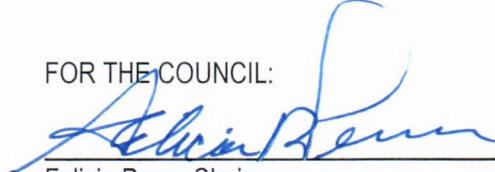
Mary Pat Flynn, Chair

Sheila Lyons, Vice-Chair

Leo Cakounes, Commissioner

Date

FOR THE COUNCIL:



Felicia Penn, Chair

10.31.2016
Date

FOR THE CONTRACTOR:



Wendy Northcross, CEO

8-25-16
Date

COUNTY OF BARNSTABLE
PURCHASING

DEPARTMENT OF FINANCE

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

Elaine Davis
Chief Procurement Officer

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

July 29, 2016

MEMORANDUM

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

Barnstable County issued a request for Proposals for Coordination and Marketing Services for the Cape Cod and Islands License Plate Funds. One proposal was received from the Cape Cod Chamber of Commerce. The evaluation committee reviewed the proposals and determined that it met the minimum requirements.

Please award the contract to the Cape Cod Chamber of Commerce as the responsive, responsible bidder offering the most advantageous proposal. The term of the contract is three years from execution of the contract with options to renew up to two times at three year periods, pending appropriation.

Thank you.

County Commissioners:

Sheila Lyons



Mary Pat Flynn



Leo Cakouines

8/17/16

Date



Cape Cod Economic Development Council

3225 Main Street, PO Box 226, Barnstable, MA 02630

DATE: July 22, 2016
TO: Elaine Davis, Chief Procurement Officer
FROM: Felicia Penn, EDC Chair
RE: License Plate Fund (LPF) Marketing RFP (Rebid)

On July 13, 2016 one proposal, from the Cape Cod Chamber of Commerce (Chamber), was received in response to the above referenced RFP. The proposal evaluation team was comprised of Cape Cod Economic Development Council (EDC) Chair Felicia Penn and EDC Vice-Chair Ken Cirillo.

As the scope of work is structured, the EDC considers the Chamber to be the sole source capable of performing this work, which is coordinating and implementing a marketing campaign to promote sales of the Cape and Island license plates. The County is one of several recipients of revenue generated from the sale of these plates; the other recipients are the Chamber, the Lower Cape Community Development Partnership, Dukes County and Nantucket County. Given the requirement that Barnstable County will only pay its proportionate share of marketing costs, only another recipient of the LPF revenue would be willing to perform this scope of work. The Chamber is the only LPF recipient with sufficient resources to do this.

After reviewing the technical proposal, the evaluators determined that the proposal met the minimum criteria and gave the Chamber an overall Highly Advantageous rating. Evaluation forms were provided to your office and the cost proposal was distributed to the evaluators.

The cost proposal provided a mix of marketing campaign costs associated with Fiscal Year 2017 as well as a description of how expenses are allocated and shared among all of the recipients of revenue from the Cape and Island License Plate sales. Actual advertising costs and a flat fee for the Chamber's staff time are apportioned and assessed to the County and other revenue recipients. In addition, the proposal indicates that no escalators will be used to increase these costs in subsequent years.

Based on this review and in the best interest of the County, the evaluation team voted to recommend that the award be made to the Cape Cod Chamber of Commerce. An agreement for the Chamber to execute is attached.

Please let me know if you have any questions. Thank you for your consideration.

ATTACHMENT D
PRICE PROPOSAL

Proposers should use this form as a guide. Feel free to add additional information as needed.

Year One Marketing Costs: \$96,288

Fee Type (staff, media, etc.)	Basis for Charge (actual cost, actual cost plus markup, actual staff hours x hourly rate x fringe rate x indirect rate, etc.)	FY17 Cost
Print Advertising	Actual cost	\$5090
Radio Advertising	Actual cost	\$5170
Digital Advertising	Actual cost	\$14,988.14
Community Outreach/sponsorships	Actual cost	\$ 700
Billboards & welcome signs	Actual cost	\$3205
Staffing Plan	Flat fee equal to .098% of total with no accelerator planned.	\$3,190
		\$32,343.14

Marketing costs for years 2 and 3: \$96,288 and \$96,288 with no accelerator planned.

Proposer should indicate if an escalator will be used in subsequent contract periods or some other method (ex. actual rates plus markup, current year direct labor rates, etc.)

Barnstable county share of expenses is 33.61% of total advertising budget (\$96, 288) determined by the five-way partnership of license plate beneficiaries This budget has remained steady for several years, and it is not scheduled to increase in FY 17, FY 18 and FY 19. The County's share staffing plan is covered by a flat fee of .098% of the total which covers media planning, purchasing and placement, creative services coordination, website updates and social media postings @ 81 hours per year and meeting notices & minutes, allocations, partner billing, invoice payment and audit @ 28.2 hours per year (effective hourly rate of \$29.21 with no accelerator planned.)

DISCHARGE OF MORTGAGE

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

By **Jenica M. Racine**

to **Barnstable County, acting by and through the Cape Cod Commission,**
dated **May 20, 2010**

recorded with the **Barnstable County Registry of Deeds Book 24565 Page 313**
acknowledges satisfaction of the same.

Witness our hand and seal this _____ *day of November 2016*

BARNSTABLE COUNTY,

As County Commissioners

COMMONWEALTH OF MASSACHUSETTS

Barnstable, ss.

On this _____ day of November 2016, 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: