



# Barnstable County

## Regional Government of Cape Cod

Mary Pat Flynn  
Falmouth

Sheila Lyons  
Wellfleet

Leo Cakounes  
Harwich

### Board of Regional Commissioners

**POSTED**  
12-12-16 @ 9:45am

## AGENDA

Commissioner's Meeting Room  
Superior Courthouse  
3195 Main Street, Barnstable, MA 02630

Wednesday, December 14, 2016

10:00 a.m.

Call to Order

Pledge of Allegiance

Moment of Silence

1. Public Comment

2. General Business

- a. Report from Abigail Archer, Marine Resource Specialist, on her attendance at Sea Grant Week in Providence, Rhode Island.
- b. Report from Kalliope Egloff, Hazardous Materials Environmental Specialist, on her attendance at the North American Hazardous Materials Management Association Conference in Portland, Oregon.
- c. Discussion and potential vote on a proposal requiring that new funding for the Cape Cod Water Protection Collaborative be approved by both the Chair of the Board of Regional Commissioners and the County Administrator subject to the availability of funds.
- d. Discussion and potential vote on the transition agreement between Cape Light Compact and Barnstable County.
- e. Review and clarification of a modification to the salary of the Barnstable County Register of Deeds.

3. New Business – Other business not reasonably anticipated by the Chair

4. Commissioners' Actions

**\* If you are deaf or hearing impaired or are a person with a disability who requires an accommodation, contact the Commissioner's Office at 508-375-6648 at least 24 hours in advance of the meeting\***

The County Commissioners' meeting may be viewed in real time at

<https://www.youtube.com/user/BarnstableCounty>, [www.barnstablecounty.org](http://www.barnstablecounty.org)





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### Board of Regional Commissioners

- a. Approval of the establishment of a County account for the Cape Cod Hoarding Task Force.
  - b. Grant Agreement with the Massachusetts Department of Children and Families for an award to the Children's Cove Advocacy Center.
  - c. Contract with Crane Associates to develop a Regional Housing Needs and Market Analysis for the period of December 14, 2016 through June 30, 2017 (bid awarded 11/30/16).
  - d. Approval of a leave of absence without pay for Monica Mejia, Cape Cod Commission Hydrologist.
  - e. Certificate for Dissolving Septic Betterments (Chair only).
5. County Commissioners' Reports
  6. County Administrator's Report

Adjourn

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## 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:** Abigail Archer

**Title:** Marine Resource Specialist

**Department:** Cape Cod Cooperative Extension

**Dates of Trip:** October 11-13, 2016

**Name of Meeting:** Sea Grant Week

**Location:** Newport, RI

**Report Submitted for Commissioners' Meeting On:** \_\_\_\_\_

**Purpose:** [describe the purpose and goals of the trip and about the organization hosting the event]

- CCCE Marine Program staff work in conjunction with Woods Hole Sea Grant (WHSG). WHSG is one of 33 Sea Grant programs based at universities and institutions in coastal and Great Lakes states, as well as Puerto Rico, and Guam. Every other year, staff from these programs gather together at, "Sea Grant Week" to learn from each other, hear updates from the National Sea Grant Office based at NOAA headquarters in Maryland, and to improve or gain new skills by attending workshops and lectures.

**Highlights:** [describe achievements, meetings attended, or successes or new information, etc.]

- Learned about the current National Sea Grant Strategic planning process and how that will affect goal setting for Woods Hole Sea Grant
- Attended two outreach workshops on creating infographics, and how to create videos on a small budget
- Attended a workshop on using the Sea Grant network to help prepare for and respond to coastal man-made and natural disasters
- Had useful discussions with extension colleagues from the New Hampshire, Rhode Island, and Connecticut Sea Grant programs about shellfish closures, stormwater projects, and Vibrio research

**Outcomes:** [describe the goals that were achieved, how they were achieved & the short or long-term impact for Barnstable County].

- By attending a workshop, I gained knowledge about design for infographics, and software and online resources. This will help the Marine Program to communicate the results our research projects.
- By attending a workshop, I gained knowledge about how to create short outreach videos that can be shared via the CCCE website. This will help the Marine Program to communicate the results our research projects, and improve the way we share our educational materials such as fact sheets on harmful algal blooms, safe shellfish handling, etc.
- By attending a workshop I learned that the Gulf of Mexico oil spill extension staff stand ready to assist Sea Grant programs in other regions if oil spills do occur; disasters can occur anywhere, such as the 2003 Bouchard oil spill in Buzzards Bay. I plan to invite one of them to the 2017 Northeast Regional Sea Grant meeting so that we can hear their lessons learned from the Deep Horizon spill.



## 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:** Kalliope Egloff

**Title:** Hazardous Materials Environmental Specialist

**Department:** Cape Cod Cooperative Extension

**Dates of Trip:** 10/8/16-10/14/16

**Name of Meeting:** North American Hazardous Materials Management Ass. Conference

**Location:** Portland, Oregon

**Report Submitted for  
Commissioners' Meeting On:** \_\_\_\_\_

**Purpose:** [describe the purpose and goals of the trip and about the organization hosting the event]  
The North America Hazardous Materials Management Association (NAHMMA) is a professional organization dedicated to pollution prevention and reducing the hazardous constituents entering municipal waste streams from households, small businesses and other entities that may be exempt from local, regional or national regulations.

NAHMMA's hope is to create a membership-based, professional organization that unites the diverse entities that influence or have an interest in hazardous components of municipal waste streams (product manufacturers, government regulators, provincial, state and local waste management programs, waste handling businesses, non-profit environmental organizations and others) in an active, engaging association that promotes information sharing and cooperative problem solving. NAHMMA builds consensus and fosters public/private cooperation, and advances education, fosters communication, encourages policy development, recognizes exemplary programs and provides professional development opportunities.

- Kalliope Egloff was a speaker at the conference, speaking on two successful and proactive Barnstable County programs: 1.) Unwanted Medication Collection Program, and 2.) Sharps Collection Program. Both programs have been used as models for other municipalities to follow, across the Commonwealth of Massachusetts. Barnstable County created, and has continued to evolve the programs over the past decade, and continues to maintain both programs.

**Highlights:** [describe achievements, meetings attended, or successes or new information, etc.]



- Barnstable County received national recognition of innovative programming in difficult-to-manage wastes. This allows the county to be utilized as a resource at a national level
- ID of Unknown (chemical) training at Metro South HHW
- Disaster Debris training
- "6 classes" training
- Numerous workshops on new and emerging contaminants of concern
- NAHMMA NE Chapter meeting (MA, RI, CT, VT, NH, NJ, NY, ME), general NAHMMA meeting
- The national conference is the ideal confluence of networking and connecting with peers, being exposed to new and emerging solutions to problematic waste streams, and to highlight regional programming

**Outcomes:** [describe the goals that were achieved, how they were achieved & the short or long-term impact for Barnstable County].

- Kalliope Egloff was a speaker on Barnstable County's Unwanted Medication Collection and Sharps Collection Program(s) to over 75 attendees; the presentation will "live" on the NAHMMA website, for viewing by hundreds of members
- Kalliope attended multiple trainings and workshop sessions necessary to stay ahead of the curve in a dangerous and complicated profession
- A comprehensive review of the programs, and their relevance, was conducted; channels of communication reopened with police chiefs and BC Human Services to increase marketing
- Potential challenges to programs could be averted by implementing successes from other programs recognized by NAHMMA
- Strengthening 'local' connections with NE Chapter; review of challenges from other chapters could underpin a successful 'local' chapter



**BARNSTABLE COUNTY**  
**DEPARTMENT OF HEALTH AND THE ENVIRONMENT**  
SUPERIOR COURT HOUSE  
POST OFFICE BOX 427  
BARNSTABLE, MASSACHUSETTS 02630

Phone: (508) 375-6613  
FAX (508) 362-2603  
TDD (508) 362-5885

# Memo

**To:** Barnstable County Commissioners  
**From:** Erika Woods, BCDHE, CCHTF Chair  
**cc:**  
**Date:** December 1, 2016  
**Re:** Cape Cod Hoarding Task Force

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At the November 30, 2016 meeting of the Barnstable County Commissioners, the draft guidelines for the formalization of the Cape Cod Hoarding Task Force under the aegis of Barnstable County, to be administered by the BCDHE, was accepted by the County Commissioners.

The Task Force requests the approval of the Commissioners for the establishment of a County account in order to collect fees for trainings and other events/services to be utilized for the continuation of CCHTF programs and events.

Thank you for your consideration.

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Mary Pat Flynn

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Sheila R. Lyons

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Leo Cakounes

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Date



BARNSTABLE COUNTY  
DEPARTMENT OF HEALTH AND THE ENVIRONMENT  
SUPERIOR COURT HOUSE  
POST OFFICE BOX 427  
BARNSTABLE, MASSACHUSETTS 02630

Phone: (508) 375-6613  
FAX (508) 362-2803  
TDD (508) 362-5885

# Memo

**To:** Barnstable County Commissioners  
**From:** Erika Woods, BCDHE, CCHTF Chair  
**cc:**  
**Date:** November 10, 2016  
**Re:** Cape Cod Hoarding Task Force

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The Cape Cod Hoarding Task Force has been in existence since 2010 and is an all-volunteer group that seeks to develop a coordinated response to the problem of hoarding. In order to continue to grow our educational offerings, collaborative and support services, we are seeking to be brought under the aegis of Barnstable County as a Barnstable County Department of Health and Environment program in order to leverage grant funding for important programs to help individuals affected by hoarding disorder.

We also seek to establish a County account in order to collect fees for trainings and other events and to utilize these funds for the continuation of such events.

We request that you appoint the following individuals to the Executive Committee of the Cape Cod Hoarding Task Force:

Erika Woods, BCDHE  
Paul Wild, Elder Services of Cape Cod and the Islands  
Deborah Scavotto, Smooth Moving for Seniors  
Kevin Grunwald, Harwich Senior Center  
Lori Miranda, Dennis Police, Animal Control Officer  
Lynn Mulkeen, BCDHE  
Kalliope Egloff, Cape Cod Cooperative Extension  
Beth Albert, Director, Barnstable County Human Services

### **Cape Cod Hoarding Task Force (CCHTF) Guidelines**

The mission of the CCHTF is to raise awareness of compulsive hoarding and to provide education and support for those affected by hoarding through accessible tools, referrals and resources. The CCHTF seeks to develop a coordinated response among community agencies to the problem of hoarding in a sensitive and responsible fashion.

#### **Purpose:**

The CCHTF is a collaborative, interdisciplinary group working together toward the common goal of aiding those struggling with compulsive hoarding and those that work with them in an effort to find long term solutions that protect the health of the individual and the communities in which they live. By sharing resources and information, the group enhances the collective ability to respond to specific hoarding cases. Specifically, members of the CCHTF seek to accomplish this through the following:

- Assess and monitor the needs of the community, support organizations and general public health;
- Support and collaborate with other members around issues and problems;
- Coordinate with other regional task forces on educational opportunities, lessons learned and best practices when approaching cases of hoarding disorder;
- Improve the ability to qualitatively assess the progress of hoarding cases;
- Seek sources of grant funding
- Offer/attend educational opportunities for both community members and professionals providing hoarding related services or enforcement;
- Acquire and share new information and skills

#### **Membership:**

Participation in the CCHTF is open to anyone interested in working with others to get or provide support to community members struggling with compulsive hoarding. Every participant takes part in the sharing of knowledge, ideas, information and concerns of those in the community and has the opportunity to bring new ideas to the table.

#### **Meetings:**

CCHTF shall hold regular meetings on a schedule determined at the beginning of each calendar year with a target of at least 6 meetings per year. All general meetings are open to the public and you need not be a member to attend. Agendas are sent in advance to an e-mail list of interested individuals and members.

The CCHTF Executive Committee shall meet on a regular basis. Schedule to be set by the Executive Committee prior to the start of the new calendar year.

#### **Sub-Committees/Working Groups:**

Members of the CCHTF may form sub-committees and/or working groups to consider matters of interest or explore issues/opportunities that may provide insight into or tools for managing hoarding disorder by making recommendations to the CCHTF Executive Committee.

**Host Agency:**

Barnstable County Health and Environmental Department, the Host Agency, serves as the fiscal and administrative agent for all grants and support.

**Executive Committee:** The Executive Committee shall be voted in by the general membership and consist of between 7 and 13 members with the goal of having diverse representation both in discipline and from locations throughout the County. Executive Committee members shall serve for a three-year term and shall be comprised of at least one employee from the Barnstable County Department of Health and Environment. Due to the complex nature of hoarding and the many different entities that it can involve, the remainder of the Executive committee shall consist of a wide variety of agencies and organizations such as: senior service agencies/ organizations; organizational service providers; first responders; mental health providers; social workers; peer support specialists. Representation from each organizational group will be limited to a maximum of 2 except under special circumstances.

**Executive Committee Responsibilities:**

- Attend and actively participate in General and Executive Committee meetings
- Coordinate with planning of general meetings
- Take a leadership role in working groups when applicable
- Take an active role in priority goal setting for the CCHTF based on input from the general membership.
- Review CCHTF policies and procedures annually

**Decision Making, Voting and Fiscal Policies:**

Each Executive Committee member shall have one vote. A quorum shall be considered as a simple majority of members being present unless otherwise provided in these guidelines. Any decisions requiring a vote, including fiscal decisions, shall take place during Executive Committee meetings. In the case of time sensitive matters, the Executive Committee may choose to call a special meeting or conduct the vote electronically. In order for an electronic vote to be considered valid, a quorum of ballots must be returned.

**Officers:**

**Chair/Co-Chair:** Responsibilities include convening and facilitating general and steering committee meetings, setting meeting agendas and working with other officers in their duties.

**Secretary:** Responsibilities include taking and maintaining meeting minutes and recording Task Force voting records.

**Code of Conduct:**

The CCHTF expects all members to accept personal responsibility for maintaining reasonable standards of conduct, performance and observing established rules and policies. Members must refrain from taking part in, or exerting influence in, any transaction in which their own interest may conflict with the best interest of the CCHTF or any of its members. It is also expected that members abstain from voting on any matter in which they stand to gain financially from the outcome.

Exactly what constitutes a conflict of interest or an unethical business practice is both a moral and a legal question. The CCHTF recognizes and respects the individual member's right to engage in activities outside of his or her participation in the CCHTF which are private in nature and do not in any way conflict with or reflect negatively on the CCHTF. The Executive Committee reserves the right, however, to determine when a member's activities represent a conflict with the CCHTF interests and to take whatever action is necessary to resolve the situation, including but not limited to relaying the conflict to the general membership.

When voting on grant funding recommendations staff and volunteer agencies being recommended for funding are ineligible to vote.

**Amendments and Review:**

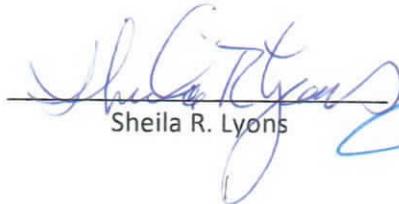
The Executive Committee will review these guidelines on an annual basis, or more often if the need arises. Amendments may be proposed by any member and may be approved by a simple majority vote of the general membership. Proposed amendments must be made in writing to the Chair at least 30 days prior to the next regularly scheduled meeting so that they may be distributed, to the general membership in advance of the meeting in which the amendment is to be considered.

The CCHTF Guidelines will be available by request and online at [hoardingcapecod.org](http://hoardingcapecod.org)

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Accepted by County Commissioners on November 30, 2016.

  
Mary Pat Flynn

  
Sheila R. Lyons

  
Leo Cakounes

# COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



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

<b>CONTRACTOR LEGAL NAME:</b> Count of Barnstable (and d/b/a):		<b>COMMONWEALTH DEPARTMENT NAME:</b> Department of Children and Families <b>MMARS Department Code:</b> DSS	
<b>Legal Address:</b> (W-9, W-4,T&C): 3195 Main St. Barnstable, MA 02630		<b>Business Mailing Address:</b> 500 Main St. Hyannis, MA 02601	
<b>Contract Manager:</b> Bobbi Moritz		<b>Billing Address</b> (if different):	
<b>E-Mail:</b>		<b>Contract Manager:</b> David Monteith	
<b>Phone:</b> (508)375-6873	<b>Fax:</b> (508)375-6887	<b>E-Mail:</b> David.Monteith@MassMail.State.MA.US	
<b>Contractor Vendor Code:</b> VC6000194979		<b>Phone:</b> 508-760-0287	<b>Fax:</b> 508-790-3006
<b>Vendor Code Address ID</b> (e.g. "AD001"): AD. (Note: The Address Id Must be set up for <b>EFT</b> payments.)		<b>MMARS Doc ID(s):</b> INTF0000 52101720248 <b>Ref. ID#:</b>	
<b>RFR/Procurement or Other ID Number:</b>			
<b>___ NEW CONTRACT</b>		<b>___ X CONTRACT AMENDMENT</b>	
<b>PROCUREMENT OR EXCEPTION TYPE:</b> (Check one option only) <input type="checkbox"/> <b>Statewide Contract</b> (OSD or an OSD-designated Department) <input type="checkbox"/> <b>Collective Purchase</b> (Attach OSD approval, scope, budget) <input type="checkbox"/> <b>Department Procurement</b> (includes State or Federal grants <u>815 CMR 2.00</u> ) (Attach RFR and Response or other procurement supporting documentation) <input type="checkbox"/> <b>Emergency Contract</b> (Attach justification for emergency, scope, budget) <input type="checkbox"/> <b>Contract Employee</b> (Attach <u>Employment Status Form</u> , scope, budget) <input checked="" type="checkbox"/> <b>Legislative/Legal or Other:</b> (Attach authorizing language/justification, scope and budget)		Enter <b>Current Contract End Date</b> <u>Prior</u> to Amendment: <u>June 30, 2016</u> . Enter <b>Amendment Amount:</b> \$ _____. (or "no change") <b>AMENDMENT TYPE:</b> (Check one option only. Attach details of Amendment changes.) <input type="checkbox"/> <b>Amendment to Scope or Budget</b> (Attach updated scope and budget) <input checked="" type="checkbox"/> <b>Interim Contract</b> (Attach justification for Interim Contract and updated scope/budget) <input type="checkbox"/> <b>Contract Employee</b> (Attach any updates to scope or budget) <input type="checkbox"/> <b>Legislative/Legal or Other:</b> (Attach authorizing language/justification and updated scope and budget)	
The following <b>COMMONWEALTH TERMS AND CONDITIONS (T&amp;C)</b> has been executed, filed with CTR and is incorporated by reference into this Contract. <input type="checkbox"/> Commonwealth Terms and Conditions <input checked="" type="checkbox"/> Commonwealth Terms and Conditions For Human and Social Services			
<b>COMPENSATION:</b> (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00. <input type="checkbox"/> <b>Rate Contract</b> (No Maximum Obligation. Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.) <input checked="" type="checkbox"/> <b>Maximum Obligation Contract</b> Enter Total Maximum Obligation for total duration of this Contract (or <u>new</u> Total if Contract is being amended). \$140,000.			
<b>PROMPT PAYMENT DISCOUNTS (PPD):</b> Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting <b>accelerated</b> payments must identify a PPD as follows: Payment issued within 10 days ___ % PPD; Payment issued within 15 days ___ % PPD; Payment issued within 20 days ___ % PPD; Payment issued within 30 days ___ % PPD. If PPD percentages are left blank, identify reason: <input checked="" type="checkbox"/> agree to standard 45 day cycle ___ statutory/legal or Ready Payments ( <u>G.L. c. 29, § 23A</u> ); ___ only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See <u>Prompt Pay Discounts Policy</u> .)			
<b>BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT:</b> (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.) <b>This amendment is to extend the contract on an interim basis to 06/30/2017 due to a delay in the procurement. All current terms, conditions, requirements and specifications remain in effect, including all rate clarifications.</b>			
<b>ANTICIPATED START DATE:</b> (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: <input type="checkbox"/> 1. may be incurred as of the <u>Effective Date</u> (latest signature date below) and <b>no</b> obligations have been incurred <b>prior</b> to the <u>Effective Date</u> . <input type="checkbox"/> 2. may be incurred as of, a date <b>LATER</b> than the <u>Effective Date</u> below and <b>no</b> obligations have been incurred <b>prior</b> to the <u>Effective Date</u> . <input checked="" type="checkbox"/> 3. were incurred as of <b>July 1, 2016</b> , a date <b>PRIOR</b> to the <u>Effective Date</u> below, and the parties agree that payments for any obligations incurred prior to the <u>Effective Date</u> are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.			
<b>CONTRACT END DATE:</b> Contract performance shall terminate as of <u>June 30, 2017</u> , with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.			
<b>CERTIFICATIONS:</b> Notwithstanding verbal or other representations by the parties, the " <b>Effective Date</b> " of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor makes all certifications required under the attached <u>Contractor Certifications</u> (incorporated by reference if not attached hereto) under the pains and penalties of perjury, agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable <u>Commonwealth Terms and Conditions</u> , this Standard Contract Form including the <u>Instructions and Contractor Certifications</u> , the Request for Response (RFR) or other solicitation, the Contractor's Response, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in <u>801 CMR 21.07</u> , incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.			
<b>AUTHORIZING SIGNATURE FOR THE CONTRACTOR:</b>		<b>AUTHORIZING SIGNATURE FOR THE COMMONWEALTH:</b>	
X: _____ Date: _____ (Signature and Date Must Be Handwritten At Time of Signature)		X: _____ Date: _____ (Signature and Date Must Be Handwritten At Time of Signature)	
Print Name: _____		Print Name: _____	
Print Title: _____		Print Title: _____	

**COMMONWEALTH OF MASSACHUSETTS  
CONTRACTOR AUTHORIZED SIGNATORY LISTING**

Issued May  
2004



**CONTRACTOR LEGAL NAME :**  
**CONTRACTOR VENDOR/CUSTOMER CODE:**

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

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

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

<b>AUTHORIZED SIGNATORY NAME</b>	<b>TITLE</b>
Mary Pat Flynn	County Commissioner
Sheila Lyons	County Commissioner
Leo Cakounes	County Commissioner

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

\_\_\_\_\_  
Signature

Date:

Title: County Administrator

Telephone: 508 375 6671

Fax: 508 362 4136

Email: [jyunits@barnstablecounty.org](mailto:jyunits@barnstablecounty.org)

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

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

**COMMONWEALTH OF MASSACHUSETTS  
CONTRACTOR AUTHORIZED SIGNATORY LISTING**

Issued May  
2004



CONTRACTOR LEGAL NAME :  
CONTRACTOR VENDOR/CUSTOMER CODE:

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**PROOF OF AUTHENTICATION OF SIGNATURE**

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

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

Signatory's full legal name (print or type):

Title:

**X**

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

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

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

\_\_\_\_\_, 20 \_\_\_\_.

My commission expires on:

AFFIX NOTARY SEAL

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

\_\_\_\_\_, 20 \_\_\_\_.

AFFIX CORPORATE SEAL

**DEPARTMENT OF CHILDREN AND FAMILIES ATTACHMENT: PROGRAM/MODEL SUMMARY****CONTRACT NUMBER:** INTF 0000 52101720248      **FY:** 2017      **DATES FROM:** 07/01/2016 **TO:** 06/30/2017**PROVIDER NAME:** County of Barnstable**PROVIDER PROGRAM NAME:** Children's Cove: Cape Cod & The Islands Child Advocacy Center**DCF MODEL NAME:** Supportive/Preventive Other**DCF MMARS PROGRAM CODE AND NAME:** FNSS-Family Networks/S&S/Support and Stabilization

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

Children's Cove: The Cape Cod and Islands Child Advocacy Center is a freestanding, child-friendly facility designed, staffed and equipped to provide comprehensive and coordinated multidisciplinary services to child abuse victims and their families. Children's Cove represents a working partnership between the County of Barnstable, the Cape and Islands District Attorney's Office, the Department of Children and Families, the Department of Mental Health and Cape Cod Hospital. Services include comprehensive forensic interviews of child victims in a specially equipped interview room, and when appropriate, on-site physical examinations conducted by medical personnel in an on-site medical suite, and emergency therapeutic services required by children and their family members. The Center provides services for children aged two through seventeen who have disclosed that they have been abused. Our area of services is the Cape and Islands District Attorney's Office jurisdictional boundaries, Barnstable, Dukes, and Nantucket Counties.

Children's Cove Family Services Coordinator developed a Family Program that works with child victims of sexual abuse, the non-offending parent and the child's siblings. The primary goal of this program is to strengthen relationships between family members through meetings, special events, activities, and exercises which allow non-offending parents, child and siblings to spend "quality time" together re-building trust, support, acceptance and pride within the family.

Children's Cove has a licensed therapist available on-staff to meet with parents and children who go through the SAIN process. Immediate support at the time of the SAIN interview is available, as well as short-term assessment (6-8 weeks) of the child and counseling for the parents. Referrals are made to other agencies/therapists if there is need for ongoing treatment. In addition to assessment and individual work, therapeutic group treatment is offered dependent of the client demographics, but generally available for children of both genders, between the ages of 6 and 18.

**PURCHASE OF SERVICE - ATTACHMENT 1: PROGRAM COVER PAGE**

**PROGRAM INFORMATION**

Contractor Name: County of Barnstable	Department Name: Department of Children and Families
Program Type: Supportive Preventive Other	Document ID #: INTF 000052101720248
Program Name: Children's Cove: Cape Cod and the Islands Child Advocacy Center	UFR Program #: 11
Program Address: 1225 Mary Dunn Rd	MMARS Activity Code: FBS 14 other
City/State/Zip: Barnstable, MA 02630	Other Reference Information (Information Purposes Only):
Contact Person: Resource Development -Bobbi Moritz	Contact Person: David Monteith
Telephone: 508-375- 6873	Telephone: 508-760-0287

RFR INFORMATION:  Attached  RFR Reference #

legislative exemption  emergency  collective purchase  interim  amendment

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

TOTAL ANTICIPATED CONTRACT DURATION: 7/1/16 to 06/30/2017

INITIAL DURATION: \_\_\_\_\_ to \_\_\_\_\_

OPTIONS TO RENEW: \_\_\_\_\_ options to renew for \_\_\_\_\_ years each option

**FISCAL TERMS**

	FUNDING SUMMARY					
	Prior Years		Current Year		Future Years	
	FY	Amount	FY	Amount	FY	Amount
PRICE IS ESTABLISHED THROUGH: (CHECK 1, 2, OR 3)			16	\$140,000		
<input checked="" type="checkbox"/> <b>OPTION 1: PRICE AGREEMENT</b> (list price)						
\$ _____						
rate regulation (if any) _____						
<input type="checkbox"/> <b>OPTION 2: SUMMARY BUDGET</b> ("T" lines only)						
<input type="checkbox"/> unit rate						
<input type="checkbox"/> cost reimbursement						
<input type="checkbox"/> other _____						
<input type="checkbox"/> <b>OPTION 3: COMPLETE BUDGET</b>						
<input type="checkbox"/> cost reimbursement						
<input type="checkbox"/> unit rate						
<input type="checkbox"/> other _____						
	Total: \$		Total: \$140,000		Total: \$	
	<b>Multi-Year Total: \$</b>					

CURRENT  
 MAX OBLIGATION: \$N/A UNIT RATE: \$47.86 per: \_\_\_\_\_ # BILLABLE UNITS: \_\_\_\_\_

ADDITIONAL PAYMENT OR PRICE SPECIFICATIONS:  
 SETTLEMENT INFORMATION: If contract start date is July 1, enter estimated amount spent from July 1 to date of provider's signature.  
 The Department and the Vendor/Contractor have agreed that the claimed performance was made and accepted on the following dates:  
 \_\_\_\_\_ and that the total value of the performance to be compensated under this settlement agreement and release is  
 \$ \_\_\_\_\_

**PURCHASE OF SERVICE - ATTACHMENT 3: FISCAL YEAR PROGRAM BUDGET**

<b>Program Name:</b> Children's Cove Child Advocacy Center Cape Cod and the Islands	<b>Document ID#:</b> INTF00052101720 248	<b>MMARS Act. Code:</b> FBS 14 other	<b>Program Type:</b> Supportive Preventive	<b>UFR Prog. #</b> 11
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	Program Component	Current		Amend. Change		New		COST REIMBURSEMENT ONLY		
		FTE	Amount	FTE	Amount	FTE	Amount	Offset	Source	Reimb. Cost
UFR		0.00	0	0.00	0	0.00	0	0		0
Title		0.00	0	0.00	0	0.00	0	0		0
#		0.00	0	0.00	0	0.00	0	0		0
102	Direct Care/Support Staff/overtime/Shift Differential & relief Titles (101-141)	0.00	0	0.00	0	0.00	0	0		0
	Program Director	1.00	90,716	0.00	0	1.00	90,716	0		90,716
		0.00	0	0.00	0	0.00	0	0		0
		0.00	0	0.00	0	0.00	0	0		0
	SUBTOTAL STAFF	1.00	90,716	0.00	0	1.00	90,716	0		90,716
150	Payroll Taxes	0.00	1,315	0.00	0		1,315	0		1,315
151	Fringe Benefits	0.00	47,969	0.00	0		47,969	0		47,969
T	<b>Total Direct Care/Program Staff</b>		<b>140,000</b>		<b>0</b>		<b>140,000</b>	<b>0</b>		<b>140,000</b>
Title	Occupancy		0		0		0	0		0
301	Program Facilities		0		0		0	0		0
* 390	Fac. Oper/Main/Furn		0		0		0	0		0
T	<b>Total Occupancy</b>		<b>0</b>		<b>0</b>		<b>0</b>	<b>0</b>		<b>0</b>
UFR	Other Direct		0		0		0	0		0
Title	Care/Program Support		0		0		0	0		0
201	Direct Care Consultant		0		0		0	0		0
202	Temporary Help		0		0		0	0		0
203	Clients/Caregivers. Stip.		0		0		0	0		0
206	Subcontract Dir. Care		0		0		0	0		0
204	Staff Training		0		0		0	0		0
205	Staff Mileage/Travel		0		0		0	0		0
207	Meals		0		0		0	0		0
208	Contracted Client Trans.		0		0		0	0		0
* 208	Vehicle Expenses		0		0		0	0		0
* 208	Vehicle Depreciation		0		0		0	0		0
209	Incid. Health/Med Care		0		0		0	0		0
211	Client Per. Allowances		0		0		0	0		0
212	Prov. of Material Good		0		0		0	0		0
214	Direct Client Wages		0		0		0	0		0
214	Other Commercial Prod.		0		0		0	0		0
* 215	Program Supplies/Mat		0		0		0	0		0
T	<b>Total Other Direct Care/Program</b>		<b>0</b>		<b>0</b>		<b>0</b>	<b>0</b>		<b>0</b>
Title	Direct Admin Expenses		0		0		0	0		0
216	Program Support		0		0		0	0		0
* 410	Other Direct		0		0		0	0		0
& 390	Administrative Expenses		0		0		0	0		0
T	<b>Total Direct Administrative Exp.</b>		<b>0</b>		<b>0</b>		<b>0</b>	<b>0</b>		<b>0</b>
T	<b>SUBTOTAL PROGRAM COSTS</b>		<b>140,000</b>		<b>0</b>		<b>140,000</b>	<b>0</b>		<b>140,000</b>
* 410	Agency Admin.		0		0		0	0		0
	Supp Allocation %		0		0		0	0		0
T	<b>PROGRAM TOTAL</b>		<b>140,000</b>		<b>0</b>		<b>140,000</b>	<b>0</b>		<b>140,000</b>

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

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

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

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

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

<b>Program Name:</b> Children's Cove: Cape Cod & Islands Child Advocacy Center	<b>Document ID#</b> INTF 000052101720248	<b>MMARS Act Code:</b> FBS S	<b>Program Type:</b> Supportive/Preventive
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AMENDMENT #, IF APPLICABLE:

**UNIT RATE CALCULATION**

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

**OTHER PRICE CALCULATION METHOD**

10. Enter relevant information: \_\_\_\_\_

**MAXIMUM OBLIGATION CALCULATION**

11. For Unit Rate: Line 8 X Line 9		
For Other Price Calculation Method, Enter Obligation From Line 10		
For Cost Reimbursement: Enter Reimbursable Cost Total From Program Budget		\$0
12. Invoice Offset	<u>SOURCE</u>	<u>AMOUNT</u>
	_____	\$0
	_____	\$0
	_____	\$0
12. Subtotal		\$0
13. Maximum Obligation for the Program (LINE 11 minus LINE 12)		\$140,000
14. Capital Budget (from Capital Budget Form), if applicable		\$0
15. Total Maximum Obligation for Program (LINE 13 + LINE 14)		\$140,000

**FOR INFORMATION ONLY:** Other Revenue Sources (Only if % in LINE 5 is less than 100%)

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

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

November 23, 2016

**MEMORANDUM**

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

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

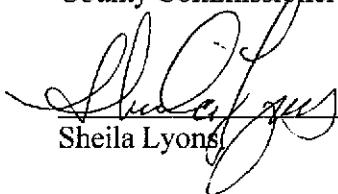
The proposal evaluation team was comprised of Deputy Director Patty Daley, Chief Economic Development Officer Leslie Richardson, Environmental Economist Mahesh Ramachandran, Community Design/Affordable Housing Specialist Heather Harper and Regulatory Planner Jeffrey Ribeiro.

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

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

Thank you.

County Commissioners:

  
Sheila Lyons

  
Mary Pat Flynn

  
Leo Cakounes

Date 11/30/2016

AGREEMENT  
BETWEEN

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

and

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

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

WITNESSETH THAT:

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

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

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

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

1. Employment of Contractor. The Commission hereby agrees to engage the Contractor to perform the services hereinafter set forth in the Scope of Services. Contractor shall not be considered an employee of Barnstable County. Contractor hereby agrees to hold the Commission harmless from any claims regarding worker's compensation benefits, unemployment compensation benefits, retirement benefits, or any other benefit normally attributable to the status of "employee" and Contractor specifically agrees to pay for all damages incurred by the Commission, including costs, benefits, and reasonable attorney fees in the event the Contractor files such claim.
2. Scope of Services. The Contractor shall perform the scope of services as set forth in Barnstable County's Request for Proposals dated October 19, 2016 and its proposal dated November 2, 2016, incorporated herein by reference.
3. Time of Performance. Work in connection with the Agreement shall begin upon execution of this Agreement and continue until June 30, 2017 unless an extension in time is agreed to in writing by both the Commission and the Contractor.
4. Payment. The Commission shall compensate the Contractor for services provided under Section 2, Scope of Services, at the rates and amounts detailed in the Proposer's Price Proposal dated November 2, 2016 up to a maximum fee of \$77,400. Travel and other expenses authorized shall be within the total contract limiting fee. Upon acceptance of the Contractor's invoice, payment will be made within thirty (30) days. If an invoice is not accepted by the Commission within fifteen (15) days, it shall be returned to the Contractor with a written explanation for the rejection. At the end of each County fiscal year Contractor must

submit any outstanding invoices for services performed or delivered during the fiscal year (July 1-June 30) to the Commission no later than July 31st.

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

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

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

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

9. Subcontracting. None of the services to be provided by the Contractor pursuant to this Contract shall be subcontracted or delegated in whole or in part to any other organization, association, individual, corporation, partnership or other such entity without the prior written approval of the Commission. No subcontract or delegation shall relieve or discharge the Contractor from any obligation or liability under this Contract except as specifically set forth in the instrument of approval. If this Contract is funded in whole or in part with federal funds, Contractor further agrees to comply with the provisions of the Office of Management and Budget Circular A-110, as amended, with respect to taking affirmative steps to utilize the services of small and minority firms, women's business enterprises and labor surplus area firms. All subcontracts shall be in writing and shall contain provisions which are functionally identical to, and consistent with, the provisions of this Contract. The Commission shall have the right to obtain a copy of the subcontract upon request.

10. Interest of Members of Commission and Others. No officer, member or employee of the Commission, IT, and no member of its governing body of the locality or localities in which the Project is situated or being carried out who exercises any functions or responsibility in the review or approval of the undertaking or carrying out of the Project, shall participate in any decision relating to this Contract which affects his personal interest or the interest of any corporation, partnership, or association in which he is directly or indirectly interested or has any personal or pecuniary interest, direct or indirect, in this Contract or the proceeds thereof.

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

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

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

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

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

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

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

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

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

20. Compliance with Laws. The Contractor shall promptly comply with all applicable laws, rules, regulations, ordinances, orders and requirements of the Commonwealth and any state or federal governmental authority relating to the delivery of the services described in this Contract subject to section 18 above. Unless otherwise provided by law, the Contractor shall promptly pay all fines, penalties and damages that may arise out of or are imposed because of the Contractor's failure to comply with the provisions of this section and, shall indemnify the Commission against any liability incurred as a result of a violation of this section. If the Contractor receives federal funds pursuant to this Contract, Contractor understands and agrees to comply with all requirements outlined in the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Part 200 Subpart A-F.)

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

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

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

BARNSTABLE COUNTY COMMISSIONERS:

\_\_\_\_\_  
Mary Pat Flynn, Chair

\_\_\_\_\_  
Sheila Lyons, Vice-Chair

\_\_\_\_\_  
Leo Cakounes, Commissioner

\_\_\_\_\_  
Date

FOR THE COMMISSION:  
  
Paul Niedzwiecki, Executive Director

12/7/16  
Date

FOR THE CONTRACTOR:  
  
Michael Crane, President

12-5-16  
Date