

DISCHARGE OF MORTGAGE

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

By **Ileana Rosiewicz**

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

dated **June 5, 2001**

recorded with the **Barnstable County Registry of Deeds Book 13920 Page 201**

acknowledges satisfaction of the same.

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

BARNSTABLE COUNTY,

As County Commissioners

COMMONWEALTH OF MASSACHUSETTS

Barnstable, ss.

On this _____ day of September 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:

DISCHARGE OF MORTGAGE

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

By **Arturo Alon**

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

dated **May 22, 2001**

recorded with the **Barnstable County Registry of Deeds Book 13859 Page 156**

acknowledges satisfaction of the same.

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

BARNSTABLE COUNTY,

As County Commissioners

COMMONWEALTH OF MASSACHUSETTS

Barnstable, ss.

On this _____ day of September 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:

DISCHARGE OF MORTGAGE

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

By **William McKinsey II**

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

dated **July 27, 2001**

recorded with the **Barnstable County Registry of Deeds Book 14084 Page 55**

acknowledges satisfaction of the same.

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

BARNSTABLE COUNTY,

As County Commissioners

COMMONWEALTH OF MASSACHUSETTS

Barnstable, ss.

On this _____ day of September 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:

DISCHARGE OF MORTGAGE

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

By **Elizabeth Grace**

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

dated **April 12, 2001**

recorded with the **Barnstable County Registry of Deeds Book 13835 Page 287**

acknowledges satisfaction of the same.

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

BARNSTABLE COUNTY,

As County Commissioners

COMMONWEALTH OF MASSACHUSETTS

Barnstable, ss.

On this _____ day of September 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:

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

August 26, 2016

MEMORANDUM

TO: Jack Yunits, County Administrator
FROM: Elaine Davis, Chief Procurement Officer
RE: Cancel Bid

The County issued an RFP in May on behalf of the Department of Human Services for a contractor to assist in coordinating the "Regional Substance Abuse Council" in Barnstable County. Samantha Kossow was chosen as the responsive, responsible bidder offering the most advantageous proposal and a contract was executed on August 16, 2016. Subsequently, Ms. Kossow has submitted her resignation as coordinator. See attached.

Please approve cancelation of the contract with Samantha Kossow to provide coordination of the Regional Substance Abuse Council in Barnstable County.

Thank you.

Jack Yunits, County Administrator

Samantha Kossow
1736 Main Street
West Barnstable, MA 02668
774-994-1697

August 4, 2016

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

Dear Mrs. Albert,

Please accept this letter as notice that my last day as Coordinator for the Barnstable County Regional Substance Abuse Council will be August 31, 2016.

I am greatly appreciative of the opportunities presented to me while working with Barnstable County.

Sincerely,



Samantha Kossow

AGREEMENT BETWEEN

Barnstable County
3295 Main Street
Barnstable, MA 02630

and

Samantha Kossow
1736 Main Street
West Barnstable, MA 02668

THIS AGREEMENT is made this 16th day of Aug 2016 by and between Samantha Kossow (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 a Request for Proposals for a Qualified Contractor to Assist the Department of Human Services in Coordinating the Regional Substance Abuse Council in Barnstable County.

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

WHEREAS: The contractor is the responsive, responsible 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 provided in the Scope of Services hereby attached as Attachment A.
3. Time of Performance. July 1, 2016 through June 30, 2017 with the option to renew for two additional one year periods.
4. Payment. \$45.00 per hour inclusive of all services, not to exceed \$40,000.00
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 1518§(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 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. Record-keeping, 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.

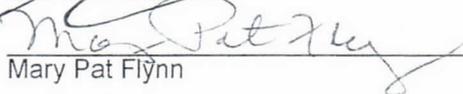
IN WITNESS WHEREOF, the County and Contractor have executed this Agreement this 16th day of Aug in the year two thousand and Sixteen.

FOR THE COUNTY:

BARNSTABLE COUNTY COMMISSIONERS:



Leo Cakounes



Mary Pat Flynn

Sheila Lyons

8/16/17

Date

FOR THE CONTRACTOR:





County of Barnstable

RESOURCE DEVELOPMENT and AMERICORPS CAPE COD
P.O. BOX 427
BARNSTABLE, MASSACHUSETTS
02630
Phone: (508) 375-6869
FAX (508) 375-6887
resourcedevelopment@barnstablecounty.org



Date: August 25, 2016

To: County Commissioners

Cc: Nancy Cushing, Payroll

From: Julie Ferguson, Interim Director RDO/ACCC *JMF*

RE: AmeriCorps Cape Cod Grant Funded Staff

The AmeriCorps Cape Cod Program is funded by a grant through the Corporation for National and Community Service, the Massachusetts Service Alliance and matching funds from Barnstable County. In addition, a residence on the lower Cape is donated by the National Park Service (Cape Cod National Seashore). The AmeriCorps program operates from August 15th through August 14th.

Barnstable County AmeriCorps Cape Cod grant funded staff **Andrew Platt, Richard Alexander Smith, Kayla Baier and Olivia Martin** re required to maintain unconventional program hours. They are responsible for the supervision of thirty two residential AmeriCorps members. In addition, staff must:

- Prepare and respond to disaster
- Reside in program housing Sunday through Thursday night
- On call 24 hours a day 7 days a week
- Facilitate weekly house meetings
- Expected to work at least 1 Saturday a month

Grant staff salaries and benefits are calculated by a set amount of available grant funds. All AmeriCorps grant funded staff must use their time off (based on supervisor approval) or lose their time upon leaving the program without receiving a time pay out.

Please vote to approve 10 advance vacation days to the above named grant funded staff to be used (with supervisor approval) within the program year, August 15, 2016 through August 14th, 2017.

Please also vote to approve a “**no pay out clause**” for all departing AmeriCorps Cape Cod grant funded staff in July without receiving a time pay out if not used (with prior appropriate approval) within the program year.

Mary Pat Flynn

Sheila Lyons

Leo Cakounes