

AGENDA PACKET

04/25/18 REGULAR MEETING

AGENDA ITEM 5a

Approval of Minutes: Regular Meeting of April 11, 2018 (NO DOCUMENTS)

Approved, Board of Regional Commissioners:

Leo G. Cakounes, Chair

Ronald R. Beaty, Vice-Chair

Mary Pat Flynn, Commissioner

Date

The foregoing records have been read and approved, April , 2018.

A true copy, attest:

Janice O’Connell, Regional Clerk

AGENDA ITEM 6a

Report from Shannon Jarbeau, Community Rating System & Floodplain Coordinator, and Greg Berman, Coastal Processes Specialist, of the Cape Cod Cooperative Extension, on their travel to Miami, Florida from February 27, 2018 through March 3, 2018, for a Sea Grant Network Visioning Workshop on Community Response to Flooding



Out of State Travel Report

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

Name:	Greg Berman
Title:	Coastal Processes Specialist
Department:	Cape Cod Cooperative Extension
Dates of Trip:	February 27, 2018 – March 3, 2018
Name of Meeting:	Sea Grant Network Visioning Workshop: Community Response to Flooding; Review of Hurricane Irma Damage in Florida Keys
Location:	Miami, FL; Florida Keys
Report Submitted for Commissioners' Meeting On:	February 27, 2018 – March 3, 2018

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

- The national Sea Grant program requested proposals for developing new communities of practice within the national program. Coastal Processes/Flooding staff submitted a dual proposal on the Community Rating System and storm response, which was combined with other proposals to an overall "Community Response to Flooding" document. The meeting provided the planning team with input from more Sea Grant programs to write a broadly representative Vision document. After the workshop, Florida Sea Grant hosted a field trip down the Keys to view damage from Hurricane Irma and talk to local elected officials and businessmen.

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

- The workshop was successful and gave the planning team plenty to work with.
- The hurricane trip down the Keys was informative. It included information on what can happen when buildings are not constructed properly and gave good insight into the kind of damage that can be expected with such a storm, where debris ends up, and how long it takes to recover.
- We were able to learn about some other programs' work on the CRS and see how floodplain management is growing as a field for Sea Grant. It's possible that this will lead to more funding geared toward floodplain management.

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

- The meeting was intended to gather input for Sea Grant's flood programming, which it did successfully.
- Seeing hurricane damage in person provides a broader understanding of the kinds of things to anticipate with a major storm, including long-term recovery concerns, building challenges, and how response might need to be prioritized.



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:	Shannon Jarbeau
Title:	Community Rating System & Floodplain Coordinator
Department:	Cape Cod Cooperative Extension
Dates of Trip:	February 27, 2018 – March 3, 2018
Name of Meeting:	Sea Grant Network Visioning Workshop: Community Response to Flooding; Review of Hurricane Irma Damage in Florida Keys
Location:	Miami, FL; Florida Keys
Report Submitted for Commissioners' Meeting On:	February 27, 2018 – March 3, 2018

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

- The national Sea Grant program requested proposals for developing new communities of practice within the national program. Coastal Processes/Flooding staff submitted a dual proposal on the Community Rating System and storm response, which was combined with other proposals to an overall "Community Response to Flooding" document. The meeting provided the planning team (which I am part of) with input from more Sea Grant programs to write a broadly representative Vision document. After the workshop, Florida Sea Grant hosted a field trip down the Keys to view damage from Hurricane Irma and talk to local elected officials and businessmen.

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

- The workshop was successful and gave the planning team plenty to work with.
- The hurricane trip down the Keys was informative. It included information on what can happen when buildings are not constructed properly and gave good insight into the kind of damage that can be expected with such a storm, where debris ends up, and how long it takes to recover.
- We were able to learn about some other programs' work on the CRS and see how floodplain management is growing as a field for Sea Grant. It's possible that this will lead to more funding geared toward floodplain management.

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

- The meeting was intended to gather input for Sea Grant's flood programming, which it did successfully.
- Seeing hurricane damage in person provides a broader understanding of the kinds of things to anticipate with a major storm, including long-term recovery concerns, building challenges, and how response might need to be prioritized.

AGENDA ITEM 6b

Report from Greg Berman, Coastal Processes Specialist of the Cape Cod Cooperative Extension, on his travel to Burlington Vermont from March 25, 2018 through March 27, 2018, for a Sea Grant Network Visioning Workshop on Weather and Climate



Out of State Travel Report

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

Name:	Greg Berman
Title:	Coastal Processes Specialist
Department:	Cape Cod Cooperative Extension
Dates of Trip:	March 25-27, 2018
Name of Meeting:	Sea Grant Network Visioning Workshop: Weather and Climate
Location:	Burlington, VT
Report Submitted for Commissioners' Meeting On:	March 28, 2018

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

- The national Sea Grant program requested proposals for developing new communities of practice within the national program. The meeting provided the planning team with input from more Sea Grant programs to write a broadly representative Vision document.

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

- The workshop was successful and gave the planning team plenty to work with.
- I was able to learn about some other programs' work on climate and weather.
- Our county was represented during the process of prioritizing short and long term goals for Sea Grant to address in the next 10 years.

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

- The meeting was intended to gather input for Sea Grant's weather and climate programming, which it did successfully.
- A better understanding of the current work of potential partners in weather and climate as well as the gaps in our abilities to meet coastal stakeholder needs.

AGENDA ITEM 6c

Report from Shannon Jarbeau, Community Rating System & Floodplain Coordinator, of the Cape Cod Cooperative Extension, on her travel to Charleston, South Carolina from February 6, 2018 through February 8, 2018, for NOAA's Social Coast Conference



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:	<u>Shannon Jarbeau</u>
Title:	<u>Community Rating System & Floodplain Coordinator</u>
Department:	<u>Cape Cod Cooperative Extension</u>
Dates of Trip:	<u>February 6 – 8, 2018</u>
Name of Meeting:	<u>NOAA's Social Coast Conference</u>
Location:	<u>Charleston, SC</u>
Report Submitted for Commissioners' Meeting On:	<u>February 14, 2018</u>

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

- Attend the conference and hear lessons learned from other communities nationwide
- Present on Barnstable County's CRS work
- Learn about new and innovative projects that could be transferred to Cape Cod
- Network with CRS personnel and others
- Stay current on developments in the flooding/storms/sea level rise field

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

- Presented on Barnstable County's regional CRS approach to about 80 people
- Learned about new ways communities are using the CRS to drive resilience/flood safety
- Learned about one approach to challenge of historic structures in floodplains, an issue that is growing on the Cape
- Learned about additional ways FEMA could support communities/provide outreach
- Networking opportunities with others that have enacted different resilience/CRS projects as well as CRS Task Force members

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

- Successfully presented on Barnstable County's CRS work; the interest in the approach suggests Barnstable County will continue to be looked to as a leader in the field
- Further developed relationships with CRS Task Force members, enabling easier communication when I run into challenges/propose changes to the program
- Learned about innovative adaptation projects throughout the country

AGENDA ITEM 6d

Presentation on the Barnstable County Water Quality Laboratory (NO DOCUMENTS)

AGENDA ITEM 6e

Discussion on the disbursement of Cape & Islands License Plate Funds, and an update on account balance and future expected revenue

AGENDA ITEM 6f

Discussion on a proposed Memorandum of Understanding with the Cape Cod Commission regarding, but not limited to, regional technology services and dredging operations (NO DOCUMENTS)

AGENDA ITEM 6g

County Reimbursement Policy for Employees and Elected Officials

AGENDA ITEM 6h

County Administrator Evaluation and for Fiscal Year 2018 (NO DOCUMENTS)

AGENDA ITEM 6i

Resolution 18-01: Requesting that Massachusetts State Representative Sarah Peake petition the General Court that Barnstable County be authorized to establish a Deeds Excise Fund

BARNSTABLE COUNTY

In the Year Two Thousand and Eighteen

Resolution 18-01

Whereas House Bill 4513 filed on behalf of Barnstable County to resolve a funding inequity regarding the Sheriff's unfunded pension obligation passed from Second Reading to Third Reading in the House on August 22, 2016 and remains in third Reading,

Now Therefore,

Be It Hereby Resolved that the Barnstable County Assembly of Delegates requests the esteemed members of our Delegation act towards advancing House Bill 4513 through Third Reading to the Floor for a Vote prior to the end of this 190th Session.

Attachment to Barnstable County Assembly of Delegates Resolution 18-01

Bill H. 4513

SECTION 1: Chapter 64D of the general laws, as appearing in the 2014 official edition, is hereby amended by inserting the following new section:

Section 11A. There shall be established upon the books of Barnstable County, being a county of a transferred sheriff, the government of which county has not been abolished by Chapter 34B or other law, a fund, maintained separate and apart from all other funds and accounts of each county, to be known as the Deeds Excise Fund.

[Second paragraph effective until July 1, 2014. For text effective July 1, 2024 see below.]

Notwithstanding any general or special law to the contrary, in Barnstable County, in any year in which its minimum obligation to fund from its own revenues the operation of the sheriff's office is sufficient to satisfy the unfunded county pension liabilities and other benefit liabilities of retired employees of the sheriff's office, as determined by agreement of the Secretary of Administration and Finance, the actuary of the Public Employee Retirement Administration Commission, the retirement association and their actuary and the county treasurer, beginning in fiscal year 2017, the county shall retain and shall transfer to the Deeds Excise Fund in which it shall be held separate and apart from all other funds and from which it shall be appropriated solely for this purpose, an amount of the State deeds excise collected in that county necessary as determined by agreement of the Secretary of Administration and Finance, the actuary of the Public Employee Retirement Administration Commission, the retirement association and their actuary and the county treasurer to meet its annual retirement assessment, which shall include the county's required maintenance of effort for the fiscal year and to satisfy the unfunded county pension liabilities and other benefit liabilities of retired employees of the sheriff's office until the minimum obligation is sufficient or until the county has paid such unfunded liability in full.

[Third paragraph effective July 1, 2024. For text effective until July 1, 2024 see above.]

Notwithstanding any general or special law contrary, in Barnstable County, in any year in which its minimum obligation to fund from its own revenues the operation of the sheriff's office is

insufficient to satisfy the unfunded county pension liabilities and other benefit liabilities of retired employees of the sheriff’s office, as determined by agreement of the Secretary of Administration and Finance, the actuary of the Public Employee Retirement Administration Commission, the retirement association and their actuary and the county treasurer, beginning in fiscal year 2017, the county shall retain and shall transfer to the Deeds Excise Fund in which it shall be appropriated solely for this purpose, an amount of the State deeds excise collected in that county necessary as determined by agreement of the Secretary of Administration and Finance, the actuary of the Public Employee Retirement Administration Commission, the retirement association and their actuary and the county treasurer to meet its annual retirement assessment, which shall include the county’s required maintenance of effort for the fiscal year plus an additional 10 percent of the combined maintenance of effort for fiscal year 2010 to fiscal year 2016 and to satisfy the unfunded county pension liabilities and other benefit liabilities of retired employees of the sheriff’s office until the minimum obligation is sufficient or until the county has paid such unfunded liability in full.

SECTION 2. This act shall take effect upon its passage.

The foregoing Resolution 18-01 was adopted by the Barnstable County Assembly of Delegates, by a roll call vote of 81.97% voting “YES”, 9.15% voting “NO”, and 8.88% were “ABSENT” at the regular meeting held on April 18, 2018.

Attested by:



Janice O’Connell, Clerk
Assembly of Delegates

AGENDA ITEM 6j

Ordinance 18-03: Adding to the County's operating budget for Fiscal Year 2018, by making a supplemental appropriation for expenses

BARNSTABLE COUNTY

In the Year Two Thousand Eighteen

Ordinance 18-03

The Cape Cod Regional Government, known as Barnstable County, hereby ordains;

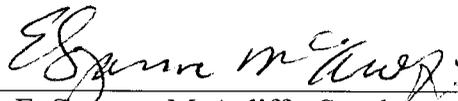
To add to the County's operating budget for Fiscal Year 2018, as enacted in Ordinance No. 17-04, by making a supplemental appropriation for expenses for the Fiscal Year two-thousand and eighteen.

Section 1.

Based on a revised estimate of income of Barnstable County for the current fiscal year, made as of March 25, 2018, the sum set forth in section one, for the purpose set forth therein and subject to the conditions set forth in the Barnstable County Ordinance 17-04, is hereby appropriated from the General Fund Unreserved Fund Balance for FY2018 as a supplemental appropriation for Barnstable County for the fiscal year ending June thirtieth, two thousand and eighteen. Said funds shall be derived from the General Fund.

<u>Budget #</u>	<u>Sub-Program</u>	<u>Group</u>	<u>\$ Amount</u>
8099	Contractual Services	2	\$100,000
0019102	Court Judgement	2	\$70,000
0012021	Emergency Repairs	2	\$45,000
TOTAL SUPPLEMENTAL APPROPRIATION			\$ 215,000

Adopted by the Assembly of Delegates on April 18, 2018



E. Suzanne McAuliffe, Speaker
Assembly of Delegates

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

Leo Cakounes
Chairman

Ronald Beaty
Vice Chairman

Mary Pat Flynn
Commissioner

AGENDA ITEM 8a

Authorizing the approval of a timesheet for Jack Yunits, County Administrator, for the period of April 1, 2018 through April 14, 2018 (NO DOCUMENTS)

AGENDA ITEM 8b

Authorizing the creation of a new fund, for a grant from the Massachusetts Executive Office of Elder Affairs, to the Human Services Department, to support activities related to the Serving the Health Insurance Needs of Everyone (SHINE) Program, in the amount of \$69,092.00 for Fiscal Year 2019



B A R N S T A B L E C O U N T Y

Resource Development and AmeriCorps Cape Cod

P.O. Box 427/3195 Main St.

Barnstable, MA 02630

Quan Tobey, Resource Development Officer

(508) 375-6965 • quan.tobey@barnstablecounty.org



DATE: April 4, 2018
TO: County Commissioners
FROM: Quan Tobey
SUBJECT: New Fund Memo for FY19 funding on SHINE grant

Barnstable County and the Department of Human Services has received a contract amendment to its current SHINE contract, including \$13,819 for the first quarter of FY19. The current SHINE contract runs through FY20, ending on 6/30/20. A new fund is requested to segregate funding for reporting and auditing purposes for each fiscal year. The contract is attached for your reference. Thank you.

Respectfully submitted,

Quan Tobey

Leo G. Cakounes
Chair

Mary Pat Flynn
County Commissioner

Ronald R. Beaty
Vice-Chair

Date

AGENDA ITEM 8c

Authorizing the execution of a subaward agreement with Buzzards Bay Coalition, in the amount of \$20,500.00, for the period of September 1, 2016 through August 31, 2020, for the Southeast New England Coastal Watershed Restoration Program (SNEP) grant. (NO DOCUMENTS)

AGENDA ITEM 8d

Authorizing the award of a contract to Timmons Group, on behalf of the Cape Cod Commission, for the design of a coastal resiliency web application, for an amount not to exceed \$85,000.00, for a period through January 31, 2019

COUNTY OF BARNSTABLE

PURCHASING

DEPARTMENT OF FINANCE

SUPERIOR COURT HOUSE

P.O. BOX 427

BARNSTABLE, MASSACHUSETTS 02630

Phone: (508) 375-6637

Fax: (508) 362-4136

Email:

edavis@barnstablecounty.org

Elaine Davis
Chief Procurement Officer

April 18, 2018

MEMORANDUM

TO: County Commissioners

FROM: Elaine Davis, Chief Procurement Officer

RE: Notice of Bid Award

Barnstable County issued a Request for Proposals on behalf of the Cape Cod Commission for the design of a coastal resiliency web application. Proposals were received from eight companies, one of which was disqualified for not complying with the statutory requirements of Chapter 30B. After a thorough review of the proposals by the Evaluation Team, it was determined that the proposal submitted by the Timmons Group was the most advantageous proposal. They submitted a price proposal with a not to exceed fee of \$84,080.00. See attached memo from Gail Coyne, Chief Fiscal Officer of the Cape Cod Commission.

Please vote to award the proposal to the Timmons Group as the responsive, responsible bidder offering the most advantageous proposal.

Thank you.

County Commissioners:

Ronald R. Beaty, Jr.

Mary Pat Flynn

Leo Cakounes

Date

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



CAPE COD
COMMISSION

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

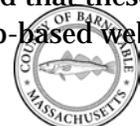
DATE: April 13, 2018
TO: Elaine Davis, Chief Procurement Officer
FROM: Gail Coyne, Chief Fiscal Officer
RE: Coastal Resiliency Web Application Request for Proposals (RFP) for the Cape Cod Commission

On April 4, 2018, seven proposals were received in response to the Cape Cod Commission's second RFP for technical services to develop a coastal resiliency web application. Proposals were submitted by Chetu, Dative, NBI, Geonetics, Inc., Timmons Group, Portland Webworks, and Mapster Tech.

The proposal evaluation team comprised of Cape Cod Commission's staff members: Erin Perry, Special Projects Manager, Heather McElroy, Natural Resources/Land Protection Specialist, Philip Detjens, Applications Manager.

After reviewing the technical proposals, the evaluation team met on April 11, 2018 to evaluate the proposals. The evaluation team decided that proposals submitted by Chetu, Dative and, NBI did not meet the minimum quality criteria contained in the RFP and were disqualified as nonresponsible. Proposers did not demonstrate technical knowledge of mapping platforms and/or did not complete at least one opensource map-based application within the last five years.

Proposals submitted by Timmons Group, Geonetics, Inc., Portland Webworks and Mapster Tech. met the minimum quality criteria. After evaluating proposals according to the RFP's comparative criteria, Timmons Group's and Geonetics' proposals received overall highly advantageous ratings. It was noted that Geonetics has a multiple member team with expertise in opensource software and mapping platforms and has presented a clear schedule for meeting all the deliverable deadlines. Geonetics' proposal has also described six completed open-source map-based web applications. Timmons Group also has a multiple member team and provided a clear schedule for meeting all deadlines. While Timmons Group presented slightly fewer similar completed application examples than Geonetics, they have significant expertise in the technologies the Commission seeks to use in web application development. Portland Webworks' and Mapster's proposals received an advantageous rating. The evaluation team noted that these proposers had less experience with projects of similar scope and in open-source map-based web applications. The evaluation forms have been provided to you.



Price proposals were opened after the technical review was completed and the evaluation team met again on April 13, 2018 to discuss the proposals. Geonetics' price proposal of a not to exceed estimate of \$100,000 is based on 400 hours of development time in addition to project management. Timmons Group presented a price proposal with fixed fee milestones and a not to exceed estimate of \$84,080.

Based on this review and in the best interest of Barnstable County, it is the Commission's recommendation that you request the County Commissioners vote to award the contract to Timmons Group.

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

AGENDA ITEM 8e

Authorizing the renewal of a contract with Powers & Sullivan, LLC to provide auditing services, for the period of July 1, 2018 through June 30, 2021

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

March 30, 2018

MEMORANDUM

TO: County Commissioners
FROM: Elaine Davis, Chief Procurement Officer
RE: Renew Contract for Auditing Services

In January of 2017, the Purchasing Division issued a Request for Proposals for Auditing Services. The contract was awarded to Powers & Sullivan, LLC as the responsive, responsible bidder offering the most advantageous proposal.

The RFP specifications allowed for a term ending on June 30, 2018, with the option to renew for one additional three-year term. Please vote to renew the contract with Powers and Sullivan for one additional three-year term under the same terms and conditions as the original bid. The term of the renewal will be July 1, 2018 through June 30, 2021.

Thank you.

County Commissioners:

Ronald R. Beaty, Jr.

Mary Pat Flynn

Leo Cakounes

Date

AGENDA ITEM 8f

Authorizing the renewal of a contract with Browntech, Inc., on behalf of the Registry of Deeds, to provide Computer Programming, Maintenance Services, eFiling Support and Online Streaming Backup/Disaster Recovery, for the period July 1, 2018 through June 30, 2019

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

April 13, 2018

MEMORANDUM

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

Barnstable County issued a bid on behalf of the Registry of Deeds for a vendor to provide Computer Programming and Maintenance Services, eFiling Support and Online Streaming Backup/Disaster Recovery for the period of July 1, 2016 through June 30, 2017 with the option to renew for two additional one-year periods. The contract was awarded to Browntech, Inc as the responsive, responsible bidder offering the lowest price.

Please vote to renew the contract with Browntech, Inc for the final one-year renewal period. The term of the renewal is July 1, 2018 through June 30, 2019.

Thank you.

County Commissioners:

Ronald R. Beaty, Jr.

Mary Pat Flynn

Leo Cakounes

Date

AGREEMENT BETWEEN

Barnstable County
3295 Main Street
Barnstable, MA 02630

and

Browntech, Inc
PO Box 278
Norwood, MA 02062

THIS AGREEMENT is made this 9th day of June, 2016 by and between Browntech, Inc. (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 an Invitation for Bids for Computer Programming and Maintenance Services, eFiling Support and Online Streaming Backup/Disaster Recovery for the Registry of Deeds.

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

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

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

1. **Employment of Contractor.** The Vendor hereby agrees to perform the services hereinafter set forth in the Scope of Services. Contractor hereby agrees to hold the County harmless from any claims regarding worker's compensation benefits, unemployment compensation benefits, retirement benefits, or any other benefit normally attributable to the status of "employee" and Contractor specifically agrees to pay for all damages incurred by the County or Town, including costs, benefits, and reasonable attorney fees in the event the Contractor files such claim.
2. **Scope of Services.** The Vendor shall provide the services outlined in the Scope of Services hereby attached as Attachment A and the items listed on the attached spreadsheet.
3. **Time of Performance.** July 1, 2016 through June 30, 2017 with the option to renew for two additional one year periods at the sole discretion of the County and pending appropriation.
4. **Payment.** See attached price proposal(Attachment B to contract)
5. **Termination or Suspension of Contract for Cause.** If through any sufficient cause, the Customer or the County shall fail to fulfill or perform its duties and obligations under this Contract, or if either party shall violate or breach any of the provisions of this Contract, either party shall thereupon have the right to terminate or suspend this Contract, by giving written notice to the other party of such termination or suspension and specifying the effective date thereof. Such notice shall be given at least fifteen (15) calendar days before such effective date.
6. **Termination for Convenience of County.** The County shall have the right to discontinue the work of the Contractor and cancel this contract by written notice to the Contractor of such termination and specifying the effective date of such termination. In the event of such termination or suspension of this Contract, the Contractor shall be entitled to just and equitable compensation

for satisfactory work completed, for services performed and for reimbursable expenses necessarily incurred in the performance of this Contract up to and including the date of

termination or suspension.

7. **Changes.** The County may, from time to time, require changes in the Scope of Services to be performed hereunder. Such changes, including any increase or decrease in the amount of the Customer costs, which are mutually agreed upon by the Town and the Customer, shall be incorporated in written amendments to this Contract.

8. **Non-Discrimination in Employment and Affirmative Action.** The Customer shall take affirmative action to ensure that qualified applicants and employees are treated without regard to age, race, color, religion, sex, marital status, sexual orientation, national origin, disability, or Vietnam Era Veteran status. The Customer agrees to comply with all applicable Federal and State statutes, rules and regulations prohibiting discrimination in employment including but not limited to: Title VII of the Civil Rights Act of 1964, as amended; Massachusetts General Laws Chapter 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 from the Towns under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the County.

13. **Recordkeeping, Audit, and Inspection of Records.** The Contractor shall maintain books, records, and other compilations of data pertaining to the requirements of the Contract to the extent and in such detail as shall properly substantiate claims for payment under the Contract. All such records shall be kept for a period of seven (7) years or for such longer period as is specified herein. All

retention periods start on the first day after final payment under this Contract. If any litigation, claim, negotiation, audit or other action involving the records is commenced prior to the expiration of the applicable retention period, all records shall be retained until completion of the action and resolution of all issues resulting therefrom, or until the end of the applicable retention period, whichever is later. If this contract is funded in whole or in part with state or federal funds, the state or federal grantor agency, the County or any of its duly authorized representatives or designees, shall have the right at reasonable times and upon reasonable notice, to examine and copy, at reasonable expense, the books, records and other compilations of data of the Contractor which pertain to the provisions and requirements of this Contract. Such access shall include on-site audits, review and copying of records.

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

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

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

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

18. Choice of Law. This Contract shall be construed under and governed by the laws of the Commonwealth of Massachusetts. The Contractor and the agents thereof, agree to bring any federal or state legal proceedings arising under this Contract, in which the County or Towns are a party, in a court of competent jurisdiction within the Commonwealth of Massachusetts. This paragraph shall not be construed to limit any rights a party may have to intervene in any action, wherever pending, in which the other is a party. All parties to this contract and covenant agree that any disputes be litigated in the District or Superior courts in Barnstable County.

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

20. Compliance with Laws. The Contractor shall promptly comply with all applicable laws, rules, regulations, ordinances, orders and requirements of the Commonwealth and any state or federal governmental authority relating to the delivery of the services described in this Contract subject to section 18 above. Unless otherwise provided by law, the Contractor shall promptly pay all fines, penalties and damages that may arise out of or are imposed because of the Contractor's failure to comply with the provisions of this section and, shall indemnify the County or Towns against any liability incurred as a result of a violation of this section. If the Contractor receives federal funds

pursuant to this Contact, 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.

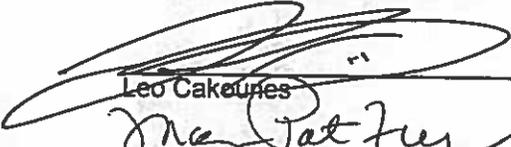
22. Waiver of Liability. The Contractor and the County hereby covenant and agree to waive any and all claims against Barnstable County and release Barnstable County from any liability arising out of the Scope of Services described in the attached "Exhibit A".

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

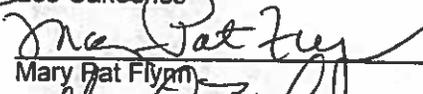
IN WITNESS WHEREOF, the County and Contractor have executed this Agreement this 29th day of June in the year two thousand and Sixteen.

FOR THE COUNTY:

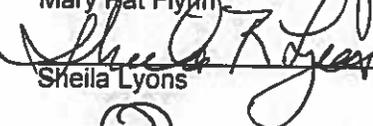
BARNSTABLE COUNTY COMMISSIONERS:



Leo Cakounis



Mary Pat Flynn

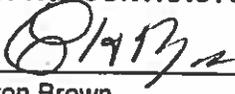


Sheila Lyons



6/10/16
Date

FOR THE CONTRACTOR:



Clifton Brown

June 9, 2016

Date

BID - COMPUTER PROGRAMMING – 2016

Submitted by:

**Browntech, Inc.
PO Box 278
Norwood, MA 02062
(508) 543-0211**

May 19, 2016

ATTACHMENT A

CERTIFICATE of NON-COLLUSION AND TAX
COMPLIANCE

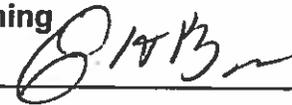
Pursuant to MGL Chapter 62C, Section 49A, I certify under the penalties of perjury that I, to the best of my knowledge and belief, have complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

I certify under the penalties of perjury that this bid/proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certificate, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club or other legal organization, entity or group of individuals.

Company: Browntech, Inc

Address: PO Box 278

Norwood, MA 02062

Signature of Individual Signing
Bid, or Corporate Officer:  _____

Telephone Number: 508-543-0211

Social Security Number

Or Federal Identification Number: 04-3057058

Date: May 19, 2016

Any person or corporation which fails to execute this document
will be considered a non-responsive bidder
and will be rejected pursuant to MGL Chapter 30B.

ATTACHMENT B - BID FORM

INVITATION FOR BIDS FOR COMPUTER PROGRAMMING AND MAINTENANCE SERVICES, EFILING SUPPORT AND ONLINE STREAMING BACKUP/DISASTER RECOVERY FOR THE BARNSTABLE COUNTY REGISTRY OF DEEDS

The County of Barnstable reserves the right to accept or reject any or all bids, to waive any informality contained therein, and to award the contract as decided to be in the best interest of the County.

Bidders will submit a price per hour for work with the Barnstable County Registry of Deeds computer system. Work will consist of service and programming of software for the Registry of Deeds and Land Court on an as needed basis.

Price per hour: (Please see attached document)

Bidders will submit a separate annual price for License & Support for eFile & Queueing System and related programs.

Price per Year: (Please see attached document)

Bidders will submit a separate annual price for online streaming backup of registry computer records (indexes, images, personnel and financial) and disaster recovery services.

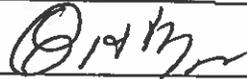
Price per Year: (Please see attached document)

This is to acknowledge my understanding of the bid specifications for the Barnstable County Invitation for Bids for a qualified vendor to provide scanned image conversion to microfilm for the Barnstable County Registry of Deeds.

Company Name: Browntech Inc

Address: PO Box 278

Norwood, MA 02062

Authorized Signature: 

Print Name: Clifton H Brown

Telephone: 508-543-0211 Fax: 508-543-9396

Email: chb@browntech.com

ATTACHMENT C – REFERENCE FORM

Bidder: Browntech, Inc

IFB Title: Computer Programming and Maintenance Services, eFiling Support and Online Streaming Backup/Disaster Recovery to the Barnstable County Registry of Deeds

Bidder must provide references for:

Bidder must submit a complete list of all jobs performed in the past five (5) years that are similar in size and scope to this project, with contact names and telephone numbers.

Reference: Hampden County Registry of Deeds Contact: Donald E. Ashe
Address: 50 State Street, Springfield, MA 01103 Phone: (413) 755-1722
FAX::

Description and date(s) of supplies or services provided: Land Records Indexing Application. Implemented: 1992

Reference: Worcester North Registry of Deeds Contact: Kathleen Reynolds Daigneault
Address: 166 Boulder Drive, Suite 202, Fitchburg, MA 01420 Phone: (978) 342-2132
FAX::

Description and date(s) of supplies or services provided: Land Records Indexing Application. Implemented: 1992

Reference: Penobscot County Registry of Deeds Contact: Susan Bulay
Address: 97 Hammond Street, Bangor ME 04401 Phone: (207) 942-8797
FAX::

Description and date(s) of supplies or services provided: Land Records Indexing Application. Implemented: 1999

Attach Additional Sheets if Necessary

C73

BID -COMPUTER PROGRAMMING 2016
May 19, 2016

RESPONSE TO SPECIFICATIONS

Browntech meets or exceeds all requirements with the following notations.

EXCEPTIONS TO SPECIFICATIONS:

Since the Land Indexing application installed at Barnstable is owned by Browntech, and we have an iSeries installed in-house, it is more efficient and cost effective for us to make changes and enhancements at our location, rather than at the Registry. We reserve the right to do so as mutually agreed.

Since the Land Indexing application installed at Barnstable is owned by Browntech, changes and enhancements to the software become the property of Browntech.

RATES:

Browntech agrees to provide the above services on a time and materials basis, using the following rate structure:

	July 1, 2016 - June 30, 2017	July 1, 2017 - June 30, 2018	July 1, 2018 - June 30, 2019
SENIOR CONSULTANT	\$190/hour	\$195/hour	\$200/hour
SENIOR ANALYST	\$180/hour	\$185/hour	\$190/hour
STAFF ANALYST/PROGRAMMER	\$150/hour	\$154/hour	\$158/hour
JUNIOR PERSONNEL	\$100/hour	\$103/hour	\$106/hour
(per diem expenses as agreed when appropriate)			

RATES:

Annual fees			
Basic Application, eFile, Queuing System,			
Credit Cards	\$5,500	\$5,600	\$5,700
On-line Backup/Disaster Recovery	\$16,000	\$16,480	\$16,970

Elaine Davis

From: David Murphy
Sent: Thursday, April 06, 2017 9:22 AM
To: Elaine Davis
Subject: RE: Contract Renewals

Elaine,

We use Tech Funds for Fixed cost items for Browntech such as Disaster Recovery, eFile Licenses etc. and special projects that meet the criteria as established under the tech fund legislation (i.e. Assistance in the installation of hardware/software that was purchased with Tech funds) . Hourly work generally will be out of 5239. For ACS we move to Tech Fund if necessary based on available funds in 012432 5239 as the ACS expenditures are entirely dependent on our volume.

Who is asking how we want to split it? I would be happy to discuss with them.

Dave

From: Elaine Davis
Sent: Wednesday, April 05, 2017 3:50 PM
To: David Murphy <dmurphy@barnstabledeeds.org>
Subject: RE: Contract Renewals

Dave,

I'm being asked how you want to split it.

From: David Murphy
Sent: Wednesday, April 05, 2017 10:24 AM
To: Elaine Davis <edavis@barnstablecounty.org>
Subject: RE: Contract Renewals

Hi Elaine,

Browntech will be out of 0012402 5239 Prof Services and 8003 5299 Tech Fund Contractual. Up to approximately \$50k
ACS will be out of 012432 5239 Prof Tech Reg Repro and 8003 5299 Tech Fund Contractual Up to approximately \$110k.

Both numbers are highly dependent on volume of work and level of business at the Registry as such the numbers estimated are at the high range.

Dave

From: Elaine Davis
Sent: Wednesday, April 05, 2017 9:28 AM
To: David Murphy <dmurphy@barnstabledeeds.org>
Subject: RE: Contract Renewals

Hi David,

I forgot to ask, what line items you will be using for these services and can you give an approximate amount you will be spending? This information is now required on the "Needs Action" form I have to submit to the Commissioners.

Thanks.

Elaine Davis

Chief Procurement Officer
Barnstable County
3195 Main St.
Barnstable, MA 02630
Phone: (508) 375-6637
Fax: (508) 362-4136

From: David Murphy
Sent: Tuesday, April 04, 2017 11:27 AM
To: Elaine Davis <edavis@barnstablecounty.org>
Subject: RE: Contract Renewals

Hi Elaine,

Please see the attached.

Thanks,

Dave

From: Elaine Davis
Sent: Tuesday, March 28, 2017 2:55 PM
To: David Murphy <dmurphy@barnstabledeeds.org>
Subject: Contract Renewals

Hi,

Your contracts with Browntech and ACS expire in June. As you know they have two one year options to renew. If you want to renew, just send me a memo on letterhead.

I know it's early, but if you aren't going to renew, we need to get a bid ready.

Thanks.

Elaine Davis

Chief Procurement Officer
Barnstable County
3195 Main St.
Barnstable, MA 02630
Phone: (508) 375-6637
Fax: (508) 362-4136

AGENDA ITEM 8g

Authorizing the renewal of a contract with Conduent, on behalf of the Registry of Deeds, to provide Index Verification, Online correction, and Microfilm Book Printing and Binding, for the period of July 1, 2018 through June 30, 2019



April, 2017

Re: Name Change of ACS Enterprise Solutions, LLC

To Our Valued Customer,

In January, Conduent Incorporated officially separated from Xerox to become an independent, publicly traded company to enable greater focus on being the leading business process services company.

As an independent company, we are better positioned to meet your needs in a rapidly changing world. We have the focus and agility necessary to respond to the demands of the market and to continue to create value for your operations.

In order to build our new Conduent brand and create consistency across our business we are transitioning the names by which we do business from their legacy names to a more descriptive name that includes "Conduent".

ACS Enterprise Solutions, LLC has changed its name to Conduent Enterprise Solutions, LLC. The name change will not affect the contract between Conduent and its customers. Conduent Enterprise Solutions, LLC remains the same entity after the name change – the same employees, the same tax identification number, the same rights and obligations under its contracts and the same dedication to its clients.

You will notice the change in name on our invoices issued beginning April 1st. We've enclosed an updated W-9 to assist you in processing our invoice. Please note that payment remittance instructions have not changed at this time with the exception of the bank account beneficiary name. See attached payment instructions and update your records accordingly.

Although we have notified the IRS of the name change, it typically takes the IRS 6 to 8 weeks to update their system. So, if you access the IRS's online TIN matching site before early June 2017, you likely will not be able to successfully match the new name with the existing TIN. As such, please allow adequate time for the IRS system update.

We never lose sight of the value of your business and our relationship, and we want to reiterate our commitment to provide you with best-in-class solutions and services. Please contact your program manager with any questions.

Sincerely,

Your Conduent Account Team

AGREEMENT BETWEEN

Barnstable County
3295 Main Street
Barnstable, MA 02630

and

ACS Enterprise Solutions, LLC (Xerox)
7030 fly Road
East Syracuse, NY 13057

THIS AGREEMENT is made this 3rd day of Aug 2016 by and between ACS Enterprise Solutions, LLC (Xerox) (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 an Invitation for Bids for Index Verification, Online Correction, Microfilm, Book Printing and Binding for the Barnstable County Registry of Deeds for the period of July 1, 2016 through June 30, 2017 with the option to renew for two additional one year periods.

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

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

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

1. **Employment of Contractor.** The Vendor hereby agrees to perform the services hereinafter set forth in the Scope of Services. Contractor hereby agrees to hold the County harmless from any claims regarding worker's compensation benefits, unemployment compensation benefits, retirement benefits, or any other benefit normally attributable to the status of "employee" and Contractor specifically agrees to pay for all damages incurred by the County or Town, including costs, benefits, and reasonable attorney fees in the event the Contractor files such claim.
2. **Scope of Services.** The Vendor shall provide the services outlined in the Scope of Services hereby attached as Attachment A and the items listed on the attached spreadsheet.
3. **Time of Performance.** July 1, 2016 through June 30, 2017 with the option to renew for two additional one year periods at the sole discretion of the County.
4. **Payment.** See attached price proposal(Attachment B to contract)
5. **Termination or Suspension of Contract for Cause.** If through any sufficient cause, the Customer or the County shall fail to fulfill or perform its duties and obligations under this Contract, or if either party shall violate or breach any of the provisions of this Contract, either party shall thereupon have the right to terminate or suspend this Contract, by giving written notice to the other party of such termination or suspension and specifying the effective date thereof. Such notice shall be given at least fifteen (15) calendar days before such effective date.
6. **Termination for Convenience of County.** The County shall have the right to discontinue the work of the Contractor and cancel this contract by written notice to the Contractor of such termination and specifying the effective date of such termination. In the event of such termination or suspension of this Contract, the Contractor shall be entitled to just and equitable compensation for satisfactory work completed, for services performed and for reimbursable expenses necessarily incurred in the performance of this Contract up to and including the date of

termination or suspension.

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

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

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

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

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

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

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

copy, at reasonable expense, the books, records and other compilations of data of the Contractor which pertain to the provisions and requirements of this Contract. Such access shall include on-site audits, review and copying of records.

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

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

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

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

18. Choice of Law. This Contract shall be construed under and governed by the laws of the Commonwealth of Massachusetts. The Contractor and the agents thereof, agree to bring any federal or state legal proceedings arising under this Contract, in which the County or Towns are a party, in a court of competent jurisdiction within the Commonwealth of Massachusetts. This paragraph shall not be construed to limit any rights a party may have to intervene in any action, wherever pending, in which the other is a party. All parties to this contract and covenant agree that any disputes be litigated in the District or Superior courts in Barnstable County.

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

20. Compliance with Laws. The Contractor shall promptly comply with all applicable laws, rules, regulations, ordinances, orders and requirements of the Commonwealth and any state or federal governmental authority relating to the delivery of the services described in this Contract subject to section 18 above. Unless otherwise provided by law, the Contractor shall promptly pay all fines, penalties and damages that may arise out of or are imposed because of the Contractor's failure to comply with the provisions of this section and, shall indemnify the County or Towns against any liability incurred as a result of a violation of this section. If the Contractor receives federal funds pursuant to this Contract, Contractor understands and agrees to comply with all federal requirements including but not limited to audit requirements. Not-for-Profit entities that receive federal funds from the County or Towns must comply with the audit requirements outlined in the Office of Management and Budget OMB Circular A-133.

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

22. Waiver of Liability. The Contractor and the County hereby covenant and agree to waive any and all claims against Barnstable County and release Barnstable County from any liability arising out of the Scope of Services described in the attached "Exhibit A".

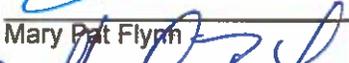
IN WITNESS WHEREOF, the County and Contractor have executed this Agreement this 3rd day of Aug in the year two thousand and Sixteen.

FOR THE COUNTY:

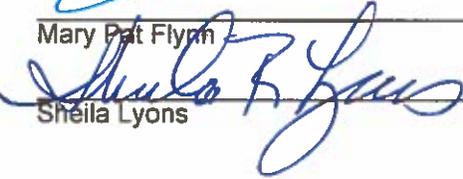
BARNSTABLE COUNTY COMMISSIONERS:



Leo Cakoupas



Mary Pat Flynn



Sheila Lyons

8/3/16

Date

FOR THE CONTRACTOR:



Louis Schiavone, Jr.

June 30, 2016

Date

AGENDA ITEM 8h

Authorizing the execution of an Eligible Purchaser Certificate for Nicholas Robinson, for the resale purchase of property located in the Town of Orleans

Exhibit B

ELIGIBLE PURCHASER CERTIFICATE

The undersigned, being Barnstable County (the "County"), which is organized and existing under the laws of The Commonwealth of Massachusetts, whose address is Superior Court House, Main Street, Barnstable, Massachusetts 02630, certify as follows with respect to a certain affordable housing restriction recorded immediately following that certain deed to Corey N. Gill (the "Grantee") dated May 7, 2010 recorded with the Barnstable County Registry District or filed for registration with the Barnstable County Registry of the Land Court as Document No. 1,139,510 (the "Restriction"):

1. The Property referred to herein is the Property described in the Restriction.
2. Nicholas Robinson is/are the eligible purchaser(s) of the Property.
3. The Maximum Resale Price for the Property is \$161,458. The consideration to be paid by the eligible purchaser (s) to the Grantee for the purchase of the Property is \$ 161,458.
4. The conveyance of the Property by the Grantee to the eligible purchaser is in compliance with the rights, restrictions, covenants and agreement contained in the Restriction.
5. The eligible purchasers(s) of the Property have executed an affordable housing restriction with respect to the Property which is satisfactory in form and substance to the Municipality.
6. The County hereby acknowledges and confirms that upon the conveyance of the Property by the Grantee to the eligible purchaser(s), the recording of the affordable housing restriction executed by the eligible purchaser(s) more fully described in paragraph 5 hereof, and the recording of this Eligible Purchaser Certificate, that the rights, restrictions, agreements, and covenants contained in the Grantee's Restriction shall be null and void.
7. All defined terms used herein shall have the definitions set forth in the Restriction unless otherwise defined herein.

Executed as a sealed instrument this _____ day of _____, 20

Barnstable County

By: _____

By: _____

By: _____

As County Commissioners

COMMONWEALTH OF MASSACHUSETTS

Barnstable, ss: _____, 20

On this _____ day of _____, 20__, before me, the undersigned notary public, personally appeared

_____, proved to me through satisfactory evidence of identification, which were

_____, to be the person whose name is signed on the preceding or attached document, and acknowledged that s/he signed it voluntarily for its stated purpose.

Notary Public
My Commission expires:

AGENDA ITEM 8i

Authorizing the Execution of Certificates for Dissolving Septic Betterments (NO DOCUMENTS)