

AGENDA PACKET

05/16/18 REGULAR MEETING



BARNSTABLE COUNTY

THE REGIONAL GOVERNMENT OF CAPE COD

COMMISSIONERS
RONALD R. BEATY, Barnstable
LEO G. CAKOUNES, Harwich
MARY PAT FLYNN, Falmouth

Board of Regional Commissioners

REGULAR MEETING AGENDA



DATE: May 16, 2018

TIME: 10:00 A.M.

PLACE: Commissioners' Meeting Room
Superior Courthouse
3195 Main Street, Barnstable, MA 02630

1. Call to Order
2. Pledge of Allegiance
3. Moment of Silence
4. Public Comment
5. Approval of Minutes
 - a. Regular Meeting of May 9, 2018
6. General Business
 - a. Presentation by Lev Malakhoff, Senior Transportation Engineer, Cape Cod Commission, and Tom Cahir, Administrator, Cape Cod Regional Transit Authority, on "Cape Cod Smart Transportation Week"
 - b. Authorizing an Annual Proclamation for "Cape Cod Smart Transportation Week"
 - c. Update and discussion on Massachusetts House of Representatives Bill H.4000, An Act relative to deeds excise receipts

Note: For all items under General Business, the Board may take official action including votes

7. New Business – Other business not reasonably anticipated by the Chair
8. Commissioners' Actions
 - a. Authorizing the approval of a grounds request by Barnstable Village Association, Inc. to use the parking areas and other non-building spaces within the County Complex for various 2018 events it sponsors
 - b. Authorizing the execution of a contract, for a grant from the United States Department of Housing and Urban Development (HUD), in the amount of \$51,248.00, for the period January 1, 2019 through December 31, 2019, to extend the Human Services Department's Continuum of Care (CoC) Program
 - c. Authorizing the creation of a new fund, for a grant from the United States Department of Housing and Urban Development (HUD), in the amount of \$51,248.00, for the period January 1, 2019 through December 31, 2019, to extend the Human Services Department's Continuum of Care (CoC) Program
 - d. Authorizing the award of a contract to Bluehouse Group for an update/integration to the Cape Cod Commission website, in an amount not to exceed \$142,000.00 , for a period through eighteen (18) months from execution of an agreement
9. Commissioners' Reports
10. County Administrator and Staff Reports
11. Adjournment



AGENDA ITEM 5a

Approval of Minutes: Regular Meeting of May 9, 2018

AGENDA ITEM 6a

Presentation by Lev Malakhoff, Senior Transportation Engineer, Cape Cod Commission, and Tom Cahir, Administrator, Cape Cod Regional Transit Authority, on “Cape Cod Smart Transportation Week”

AGENDA ITEM 6b

Authorizing an Annual Proclamation for “Cape Cod Smart Transportation Week”



A Proclamation

by the
Barnstable County Commissioners
2018

Whereas, many commuters who travel by alternative transportation employ a clean, quiet, and efficient mode of transportation while saving on the costs of fuel, automotive maintenance, and parking; and,

Whereas, bicycling and walking for transportation improves air quality for all and incorporates a healthy form of exercise into an individual's daily routine;

Whereas, those who bicycle, walk, or ride transit to their destinations never experience parking shortages and do not contribute to traffic jams; and,

Whereas, the Cape Cod economy is enhanced by pedestrian and bicycle tourism and services; and,

Whereas, global climate change is one of the most pressing environmental issues of our time and traveling by alternative transportation is an effective means to reduce emissions of greenhouse gases; and,

Whereas, safe bicycle and pedestrian facilities, both on and off the road, benefit all travellers; and,

Whereas, Barnstable County promotes bicycling, walking, ridesharing, and transit as viable means of transportation by supporting construction of pedestrian and bicycle facilities and accommodating bicycles and pedestrians in transportation projects when feasible, and through programs to increase ridesharing and transit use,

Now, therefore, we, the Barnstable County Commissioners do hereby proclaim the week of June 24 –30 as

Cape Cod Smart Transportation Week,

And do proclaim Wednesday, June 27, as

Cape Cod Smart Transportation Day,

And urge all citizens of Barnstable County to be cognizant of this event and to participate fittingly in its observance.

Given at the Barnstable County Superior Courthouse, this 16th day of May, in the year two thousand and eighteen, and of the Independence of the United States of America, the two hundred and forty-second.

By the County Commissioners,

Leo G. Cakounes
Chair

Mary Pat Flynn
Vice-Chair

Ronald R. Beaty
Commissioner

AGENDA ITEM 6c

Update and discussion on Massachusetts House of Representatives Bill H.4000,
An Act relative to deeds excise receipts

HOUSE No. 4000

The Commonwealth of Massachusetts

HOUSE OF REPRESENTATIVES, November 6, 2017.

The committee on Revenue to whom was referred the joint petition (accompanied by bill, House, No. 1499) of Josh S. Cutler and others relative to deeds excise receipts, reports recommending that the accompanying bill (House, No. 4000) ought to pass.

For the committee,

JAY R. KAUFMAN

HOUSE No. 4000

The Commonwealth of Massachusetts

**In the One Hundred and Ninetieth General Court
(2017-2018)**

An Act relative to deeds excise receipts.

Be it enacted by the Senate and House of Representatives in General Court assembled, and by the authority of the same, as follows:

1 SECTION 1. Chapter 64D of the General Laws is hereby amended by inserting after
2 section 1 the following section:-

3 Section 1A. (a) Notwithstanding any other general or special law to the contrary, Bristol,
4 Dukes, Nantucket, Norfolk and Plymouth counties shall retain 20 per cent of all deeds excise
5 receipts received on or after July 1, 2018, in addition to the amounts of deeds excise receipts
6 retained by said counties pursuant to any other statute or regulation. Such funds shall be
7 deposited to the general fund of the county, and shall be disbursed and expended for meeting the
8 costs of the operation and maintenance of the county, or retained by the county for such future
9 use.

10 (b) Notwithstanding any other general or special law to the contrary, Barnstable county
11 shall retain 7.5 per cent of all deeds excise receipts received pursuant to this chapter on or after
12 July 1, 2018, in addition to the amounts of deeds excise receipts retained by said county pursuant
13 to any other statute or regulation. Such funds shall be deposited to the general fund of the county,

14 and shall be disbursed and expended for meeting the costs of the operation and maintenance of
15 the county, or retained by the county for such future use.

16 SECTION 2. Said chapter 64D is hereby further amended by inserting after section 11
17 the following section:-

18 Section 11A. Each register of deeds in whose county or registry district a regional council
19 of governments has been established under section 567 of chapter 151 of the acts of 1996 or
20 under section 20 of chapter 34B of the general laws shall on or before the tenth day of the month
21 transmit to the treasury of said regional council of governments that portion of 20 per cent of
22 deeds excise receipts received during the preceding calendar month as represents the quotient of
23 the total property valuation of the regional council of government's member cities and towns as
24 may be situated within said county or registry district divided by the total of the county or
25 registry district value according to the most recent equalization and apportionment reported by
26 the commissioner of revenue to the general court pursuant to section 10C of chapter 58. Such
27 funds shall be disbursed and expended for meeting the costs of the operation and maintenance of
28 the regional council of governments, or retained by the regional council of governments for
29 future use.

Bill H.4000 (Formerly H.1499)

An Act Relative to Deeds Excise Receipts

Summary

This legislation would allow the counties of Bristol, Dukes, Nantucket, Norfolk, and Plymouth to retain an additional 20% of deeds excise receipts and would allow the county of Barnstable to retain an additional 7.5%.

The reason for the discrepancy is that Chapter 64D recognizes Barnstable County's home-rule charter and its ability to assess its own transfer tax. As a result, under Chapter 64D, Barnstable County's tax rate is \$1.71 per \$500 while the other counties have a tax rate of \$2.28 per \$500.

The proposed legislation would not change the present tax rates of \$2.28 or \$1.71 per \$500, but would alter the state's share. For the five counties, the state's share would change to \$1.62735 per \$500, increasing the counties' share to \$0.65265 per \$500. In Barnstable, the state would allow Barnstable to retain \$0.08265 per \$500 and take \$1.62735 per \$500 for itself. The residents of all six counties would now be paying the same tax rate to the state.

The other portion of the legislation allows regional councils of government (COGs) to receive a share of deeds excise. At present there are two regional councils to which this legislation would apply- Franklin and Hampshire. The legislation also provides for any future councils that may be established under Chapter 34B.

Since membership in these councils is voluntary and in the instance of Hampshire, not all municipalities within Hampshire County belong to the Hampshire COG, the legislation uses the same formula and process that determines the proportion of County taxes paid by each municipality in the existing counties to determine how much of the deeds excise a COG would receive. In Hampshire's case, only fifteen of the twenty municipalities, representing 42.11% of the Equalized Value of the entire county belong to the COG. The Hampshire COG would receive 42.11% of 20% of deeds excise, or 8.42%. In the case of the Franklin COG, all of the municipalities of Franklin County belong. Therefore, the Franklin COG would get all of the 20% of deeds excise. As communities leave or join a COG, that share would obviously increase or decrease accordingly.

The legislation also recognizes that a COG may overlap multiple registry districts or that a registry district may overlap multiple COGs.

AGENDA ITEM 8a

Authorizing the approval of a grounds request by Barnstable Village Association, Inc. to use the parking areas and other non-building spaces within the County Complex for various 2018 events it sponsors



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

HAND DELIVERED

April 4, 2018

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

Re: Request to Use the County Complex
Parking area, etc.

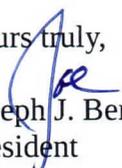
Dear Chairman Cakounes:

I am requesting herewith approval from the Commission for the use of the parking areas and other non building spaces within the County Complex for the following 2018 events to be sponsored by the Barnstable Village Association, Inc:

Wednesday	July 4 th	8am- 10am	Parade on Main Street
Wednesday	July 11	6 pm- 7:30pm	Concert by Pat Ryan
Wednesday	July 25	6pm-7:30pm	Concert by Jack Leyden
Wednesday	August 8	6pm- 7:30pm	Concert by Monica Rizzio
Wednesday	August 22	6pm- 7:30pm	Concert by Pam Pryor and Night Stage
			Summer Stroll on Main Street
Saturday	October 27	4pm- 6pm	Halloween Parade
Wednesday	December 5	6pm- 8:00	Xmas Stroll on Main Street

I am attaching a copy of our 2018 Insurance policy which names The Commission as a Co insured and a copy of our 2018 Calendar of events. Hopefully members of the Commission and staff will attend some of the events which are all free of charge. Thanks again for the support the Commission has provided to the BVA all these years.

Yours truly,


Joseph J. Berlandi
President



*You no doubt have heard the saying "It takes a village".
Well it actually does take a village – all of us in Barnstable
Village – to create, organize, promote, and provide the
finances to make these events a reality.*

We need your support and participation to continue to provide these special events for 2018!

Members Spring Social

Wednesday • May 9 • 5:30-7:00pm

Barnstable Restaurant & Tavern (cash bar)

4th of July Parade

Wednesday • July 4 • 9:00am

Main Street & Activities following at the Hallow

Summer Stroll

Wednesday • August 22 • 4:30-6:00pm

Main Street

Monte Carlo Night

Friday • October 26 • 6:00-9:00pm

Mattakeese Restaurant

Halloween Parade

Saturday • October 27 • 4:00pm

Barnstable County Courthouse Complex

Christmas Stroll

Wednesday • December 5 • 6:00-8:00pm

Main Street



July 11 • Pat Ryan

July 25 • Jack Leyden with Orianna

August 8 • Monica Rizzio

August 22 • Pam Pryor & Night Stage

If you are interested in serving on the planning committee for any of these events, or would like to donate or sponsor an event please contact Joe Berlandi at 508-375-0023 or email him at berlandi23@comcast.net.

Street Improvements Update

Two community meetings were held in 2017 to review and discuss the preliminary plans for the street improvements. The DPW will be scheduling another community meeting this Spring and have confirmed that construction on portions of the improvements will commence in the fall of 2018. You will be notified of the next meeting and the venue.

We are confident that these improvements will not only beautify the village but also make it a safer place for pedestrians and vehicles.

GET INVOLVED!

**We hope we can count on you
to help in the following ways:**

- Renew your membership or join today!
- Volunteer to serve on the Board, chair an event and or serve on an event committee.
- Provide sponsorship funds for an event.

RENEW YOUR MEMBERSHIP OR JOIN TODAY - IT'S EASY! Go to our website and click on "Join Us". Fill out the on-line application and pay on line using PayPal or if you prefer, mail in your check with the downloadable print application.



P.O. Box 232 Barnstable, MA 02630

PRSR T STD
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AGENDA ITEM 8b

Authorizing the execution of a contract, for a grant from the United States Department of Housing and Urban Development (HUD), in the amount of \$51,248.00, for the period January 1, 2019 through December 31, 2019, to extend the Human Services Department's Continuum of Care (CoC) Program



U.S. Department of Housing and Urban Development

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

Fax (617) 565-5442



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

Dear Ms. Albert:

MAY - 4 2018

SUBJECT: Transmittal: FY2017 CONTINUUM OF CARE PROGRAM
Planning Grant Agreement

Congratulations on the final selection for funding under the Department of Housing and Urban Development (HUD) FY2017 Continuum of Care competition. Enclosed are two (2) of the Grant Agreement and Exhibit- Scope of Work for the below grant:

Table with 1 row and 3 columns, containing the grant ID MA0595L1T031700 in the first column.

The enclosed FY2017 grant agreement and scope of work constitute the legal agreement between your organization and HUD. Please follow the steps below to process the Exhibit-Scope of Work:

- 1. Have your authorized representative sign and date both (2) copies of the Exhibit-Scope of Work.
2. Retain one copy of the Exhibit-Scope of Work within your organization.
3. Scan one copy of the executed copy of the Exhibit-Scope of Work along with SAM (System Award Management) detail printout and email your assigned CPD Representative, Cleonie Mainvielle, at cleonie.mainvielle@hud.gov and David Manganis, CPD Program Assistant, at david.m.manganis@hud.gov.
4. Mail a hard copy of the executed Exhibit-Scope of Work to this office within 7 days from the date of this letter.

If any financial information requires a revision, please utilize the following documents, if applicable:

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

Additional information can be found at:

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

Please submit any request for revision to your CPD Representative for processing. If we can offer any further assistance, please do not hesitate to contact Cleonie Mainvielle at 617-994-8520 or cleonie.mainvielle@hud.gov.

Sincerely,
[Handwritten signature of Paul Connolly]
Paul Connolly
Program Manager

Enclosures

Tax ID No.: 04-6001419
Effective Date: May 4, 2018
DUNS No.: 076612407

CONTINUUM OF CARE PROGRAM (CDFA# 14.267)
GRANT AGREEMENT

Grant Number(s):

MA0595L1T031700		
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This Grant Agreement (“this Agreement”) is made by and between the United States Department of Housing and Urban Development (“HUD”) and Barnstable County Human Services (the “Recipient”).

This Agreement is governed by title IV of the McKinney-Vento Homeless Assistance Act 42 U.S.C. 11301 et seq. (the “Act”) and the Continuum of Care Program rule (the “Rule”).

The terms “Grant” or “Grant Funds” mean the funds that are provided under this Agreement. The term “Application” means the application submissions on the basis of which the Grant was approved by HUD, including the certifications, assurances, and any information or documentation required to meet any grant award condition. All other terms shall have the meanings given in the Rule.

The Application is incorporated herein as part of this Agreement, except that only the project (those projects) listed, and only in the amounts listed on a Scope of Work, are funded by this Agreement. In the event of any conflict between any application provision and any provision contained in this Agreement, this Agreement shall control.

The Scope of Work, is attached hereto and made a part hereof. If in the future appropriations are made available for Continuum of Care grants; if Recipient applies under a Notice of Funds Availability published by HUD; and, if pursuant to the selection criteria in the Notice of Funds Availability, HUD selects Recipient and the project or one or more of the projects listed on the Scope of Work for renewal or for new projects for funding, then additional Scopes of Work may be attached to this Agreement. Those additional Scopes of Work, when attached, will also become a part hereof.

The effective date of the Agreement shall be the date of execution by HUD and it is the date use of funds under this Agreement may begin. Each project will have a performance period that will be listed on the Scope(s) of Work to this Agreement. For renewal projects, the period of performance shall begin at the end of the Recipient’s final operating year for the project being renewed and eligible costs incurred for a project between the end of Recipient’s final operating year under the grant being renewed and the execution of this Agreement may be paid with funds from the first operating year of this Agreement. For each new project funded under this Agreement, Recipient and HUD will set an operating start date in eLOCCS, which will be used to track expenditures, to establish the project performance period and to

Tax ID No.: 04-6001419
Effective Date: May 4, 2018
DUNS No.: 076612407

determine when a project is eligible for renewal. Recipient hereby authorizes HUD to insert the project performance period for new projects into the Scope of Work without Recipient signature, after the operating start date is established in eLOCCS.

This Agreement shall remain in effect until termination either 1) by agreement of the parties; 2) by HUD alone, acting under the authority of 24 CFR 578.107; 3) upon expiration of the final performance period for all projects funded under this Agreement; or 4) upon the expiration of the period of availability of funds for all projects funded under this Agreement.

Recipient agrees:

1. To ensure the operation of the project(s) listed on the Scope of Work in accordance with the provisions of the Act and all requirements of the Rule;
2. To monitor and report the progress of the project(s) to the Continuum of Care and HUD;
3. To ensure, to the maximum extent practicable, that individuals and families experiencing homelessness are involved, through employment, provision of volunteer services, or otherwise, in constructing, rehabilitating, maintaining, and operating facilities for the project and in providing supportive services for the project;
4. To require certification from all subrecipients that:
 - a. Subrecipients will maintain the confidentiality of records pertaining to any individual or family that was provided family violence prevention or treatment services through the project;
 - b. The address or location of any family violence project assisted with grant funds will not be made public, except with written authorization of the person responsible for the operation of such project;
 - c. Subrecipients will establish policies and practices that are consistent with, and do not restrict, the exercise of rights provided by subtitle B of title VII of the Act and other laws relating to the provision of educational and related services to individuals and families experiencing homelessness;
 - d. In the case of projects that provide housing or services to families, that subrecipients will designate a staff person to be responsible for ensuring that children being served in the program are enrolled in school and connected to appropriate services in the community, including early childhood programs such as Head Start, part C of the Individuals with Disabilities Education Act, and programs authorized under subtitle B of title VII of the Act;
 - e. The subrecipient, its officers, and employees are not debarred or suspended from doing business with the Federal Government; and
 - f. Subrecipients will provide information, such as data and reports, as required by HUD; and
5. To establish such fiscal control and accounting procedures as may be necessary to assure the proper disbursement of, and accounting for grant funds in order to ensure that all financial transactions are conducted, and records maintained in accordance

Tax ID No.: 04-6001419

Effective Date: May 4, 2018

DUNS No.: 076612407

with generally accepted accounting principles, if the Recipient is a Unified Funding Agency;

6. To monitor subrecipient match and report on match to HUD;
7. To take the educational needs of children into account when families are placed in housing and will, to the maximum extent practicable, place families with children as close as possible to their school of origin so as not to disrupt such children's education;
8. To monitor subrecipients at least annually;
9. To use the centralized or coordinated assessment system established by the Continuum of Care as required by the Rule. A victim service provider may choose not to use the Continuum of Care's centralized or coordinated assessment system, provided that victim service providers in the area use a centralized or coordinated assessment system that meets HUD's minimum requirements and the victim service provider uses that system instead;
10. To follow the written standards for providing Continuum of Care assistance developed by the Continuum of Care, including those required by the Rule;
11. Enter into subrecipient agreements requiring subrecipients to operate the project(s) in accordance with the provisions of this Act and all requirements of the Rule; and
12. To comply with such other terms and conditions as HUD may have established in the applicable Notice of Funds Availability.

HUD notifications to the Recipient shall be to the address of the Recipient as stated in the Application, unless the Recipient changes the address and key contacts in e-snaps. Recipient notifications to HUD shall be to the HUD Field Office executing the Agreement. No right, benefit, or advantage of the Recipient hereunder may be assigned without prior written approval of HUD.

The Agreement constitutes the entire agreement between the parties hereto, and may be amended only in writing executed by HUD and the Recipient.

By signing below, Recipients that are states and units of local government certify that they are following a current HUD approved CHAS (Consolidated Plan).

Tax ID Number: 04-6001419
Grant Number: MA0595L1T031700
Effective Date: May 4, 2018
DUNS Number: 076612407

SCOPE OF WORK for
FY 2017 COMPETITION
(funding 1 project in CoCs with multiple recipients)

1. The project listed on this Scope of Work is governed by the Act and Rule, as they may be amended from time to time. The project is also subject to the terms of the Notice of Funds Availability for the fiscal year competition in which the funds were awarded and to the applicable annual appropriations act.
2. HUD designations of Continuums of Care as High-performing Communities (HPCs) are published in the HUD Exchange in the appropriate Fiscal Years' CoC Program Competition Funding Availability page. Notwithstanding anything to the contrary in the Application or this Grant Agreement, Recipient may only use grant funds for HPC Homelessness Prevention Activities if the Continuum that designated the Recipient to apply for this grant was designated an HPC for the applicable fiscal year.
3. Recipient is not a Unified Funding Agency and was not the only Applicant the Continuum of Care designated to apply for and receive grant funds and is not the only Recipient for the Continuum of Care that designated it. HUD's total funding obligation for this grant is **\$51248** for project number **MA0595L1T031700**. If the project is a renewal to which expansion funds have been added during this competition, the Renewal Expansion Data Report, including the Summary Budget therein, in e-snaps is incorporated herein by reference and made a part hereof. In accordance with 24 CFR 578.105(b), Recipient is prohibited from moving more than 10% from one budget line item in a project's approved budget to another without a written amendment to this Agreement. The obligation for this project shall be allocated as follows:

a. Continuum of Care planning activities	\$51,248
b. UFA costs	\$0
c. Acquisition	\$0
d. Rehabilitation	\$0
e. New construction	\$0
f. Leasing	\$
g. Rental assistance	\$
h. Supportive services	\$
i. Operating costs	\$
j. Homeless Management Information System	\$
k. Administrative costs	\$
l. Relocation costs	\$0
m. Housing relocation and stabilization services	\$0

Tax ID Number: 04-6001419

Grant Number: MA0595L1T031700

Effective Date: May 4, 2018

DUNS Number: 076612407

4. The performance period for the project will be recorded by the grantee at the time of the first voucher submission. No funds for new projects may be drawn down by Recipient until HUD has approved site control pursuant to §578.21 and §578.25 and no funds for renewal projects may be drawn down by Recipient before the end date of the project's final operating year under the grant that has been renewed.
5. If grant funds will be used for payment of indirect costs, the Recipient is authorized to insert the Recipient's federally recognized indirect cost rates on the attached Federally Recognized Indirect Cost Rates Schedule, which Schedule shall be incorporated herein and made a part of the Agreement. No indirect costs may be charged to the grant by the Recipient if their federally recognized cost rate is not listed on the Schedule.
6. The project has not been awarded project-based rental assistance for a term of fifteen (15) years. Additional funding is subject to the availability of annual appropriations.

FEDERALLY RECOGNIZED INDIRECT COST RATE SCHEDULE

<u>Grant No.</u>	<u>Recipient Name</u>	<u>Indirect cost rate</u>	<u>Cost Base</u>
_____	_____	_____ %	_____

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

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

By:



(Signature)

Robert Shumeyko, Director

(Typed Name and Title)

May 4, 2018

(Date)

RECIPIENT

Barnstable County Human Services

(Name of Organization)

By:

(Signature of Authorized Official)

John T. Yunits, County Administrator

(Typed Name and Title of Authorized Official)

(Date)

AGENDA ITEM 8c

Authorizing the creation of a new fund, for a grant from the United States Department of Housing and Urban Development (HUD), in the amount of \$51,248.00, for the period January 1, 2019 through December 31, 2019, to extend the Human Services Department's Continuum of Care (CoC) Program

AGENDA ITEM 8d

Authorizing the award of a contract to Bluehouse Group for an update/integration to the Cape Cod Commission website, in an amount not to exceed \$142,000.00, for a period through eighteen (18) months from execution of an agreement

COUNTY OF BARNSTABLE
PURCHASING
DEPARTMENT OF FINANCE
SUPERIOR COURT HOUSE
P.O. BOX 427
BARNSTABLE, MASSACHUSETTS 02630

Elaine Davis
Chief Procurement Officer

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

May 9, 2018

MEMORANDUM

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

Eight proposals were received in response to the Barnstable County Request for Proposals for an update/integration to the Cape Cod Commission website. After extensive review, the evaluation committee narrowed the proposals down to three that received a highly advantageous rating: Upstatement, Bluehouse Group and Flipside. When the price proposals were opened, they revealed that the Bluehouse Group was the bidder offering the lowest price.

Please vote to award the bid to Bluehouse Group as the bidder offering the most advantageous proposal based on price and experience.

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

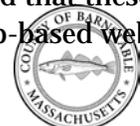
DATE: April 13, 2018
TO: Elaine Davis, Chief Procurement Officer
FROM: Gail Coyne, Chief Fiscal Officer
RE: Coastal Resiliency Web Application Request for Proposals (RFP) for the Cape
Cod Commission

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.

AGREEMENT
BETWEEN

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

And

Bluehouse Group
193 S. Winooski Ave. #100
Burlington, VT 05401

THIS AGREEMENT, made this _____ day of _____ 2018 by and between Bluehouse Group (hereinafter referred to as Contractor), and Leo Cakounes, Ronald Beaty and Mary Pat Flynn 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 assistance with the development of a new website 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 April 9, 2018 and its proposal dated April 25, 2018, incorporated herein by reference.
3. Time of Performance. Work in connection with the Agreement shall begin upon execution of this Agreement and continue until eighteen months from the date of execution 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 rate of \$150/hour up to a maximum fee of \$142,000 to be invoiced on a monthly basis. 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 federal requirements including but not limited to audit requirements. Not-for-Profit entities that receive federal funds from the Commission 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. Licensing. All software provided under this agreement shall be licensed to the Barnstable County Information Technology Department, owned by Barnstable County, and used in agreement with the licensing terms of the software manufacturers.

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

BARNSTABLE COUNTY COMMISSIONERS:

FOR THE COMMISSION:

Leo Cakounes, Chair

Kristy Senatori, Acting Executive Director

Ronald Beaty, Vice-Chair

Date

Mary Pat Flynn, Commissioner

FOR THE CONTRACTOR:

Date

"This contract is effective upon receipt of the fully executed document by the County as acknowledged by the Chief Procurement Director.

Received and acknowledged by Barnstable County on this ____ of ____ 20__ -

By: County Procurement Officer _____"