AGENDA PACKET
05/30/18 REGULAR MEETING
AGENDA ITEM 5a

Approval of Minutes: Regular Meeting of May 23, 2018
AGENDA ITEM 6a

Report from Quan Tobey, Resource Development Officer, on his attendance at the Thompson Federal Grants Forum Training Conference in St. Louis, MO from May 1, 2018 through May 4, 2018
Out of State Travel Report

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

Name: Quan Tobey
Title: Resource Development Officer
Department: Resource Development Office
Dates of Trip: 5/1/18 – 5/4/18
Name of Meeting: Federal Grants Forum
Location: Embassy Suites by Hilton St. Louis Downtown – St. Louis, MO
Report Submitted for Commissioners’ Meeting On: 5/30/18

Purpose: [describe the purpose and goals of the trip and about the organization hosting the event]
- The purpose of the trip was to receive two days of expert-led federal grants compliance training from staff of Capital Edge Consulting, Inc. The training was hosted by Thompson Grants, a company founded in 1972 that monitors regulatory trends affecting business and government and provides insight to a wide range of customers that receive federal grant funding. Goals of the trip were to receive insight on latest regulatory trends and changes to the uniform grant guidance (UGG)(2 CFR 200), to gain a better understanding of compliance through an organization’s policies and procedures and internal controls, and the principles of indirect cost recovery/10% de minimis.

Highlights: [describe achievements, meetings attended, or successes or new information, etc.]
- After attending the two-day training and considering the information shared in presentations, I would describe the realization that Barnstable County has sound policies & procedures and internal controls to ensure compliance with our federal grant funding as an achievement. New information and language contained in 2 CFR 200 will be shared with my office colleagues and the Finance Dept. where appropriate, as well as a reference document to consider (if it has not been already or recently) that is a good guide for state and local governments for adequate internal controls – the U.S. Government Accountability Office’s “Green Book”.

Outcomes: [describe the goals that were achieved, how they were achieved & the short or long-term impact for Barnstable County].
- I think the majority of my goals for the trip were achieved, mostly in the first day of the two-day training. Detailed presentations were given on UGG developments and changes, Indirect Cost Recovery principles and guidance, Policies & Procedures guidance and info. on successful subaward administration. I see little in terms of a short-term impact for BC largely because much the guidance shared on each topic BC has already adopted or is in the process of documenting in writing. Long term I think BC needs to consider a schedule for periodic reviews and updates of written internal guidance documents, and the staff responsible for those reviews and updates. This will ensure consistent application of and compliance with applicable guidance for management of federal grant funding.
Discussion of and update on Massachusetts Legislature Cape Cod Delegation and County issues, including but not limited to: Barnstable County Early Retirement Incentive Program legislation (H.4107), Route 6 Rest Area issues, and Excise Tax Legislation
The Commonwealth of Massachusetts

PRESENTED BY:

Timothy R. Whelan

To the Honorable Senate and House of Representatives of the Commonwealth of Massachusetts in General Court assembled:

The undersigned legislators and/or citizens respectfully petition for the adoption of the accompanying bill:

An Act To Establish an Early Retirement Incentive Program for Barnstable County.

PETITION OF:

<table>
<thead>
<tr>
<th>Name</th>
<th>District/Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>Timothy R. Whelan</td>
<td>1st Barnstable</td>
</tr>
<tr>
<td>William L. Crocker, Jr.</td>
<td>2nd Barnstable</td>
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<tr>
<td>Randy Hunt</td>
<td>5th Barnstable</td>
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<tr>
<td>Viriato M. deMacedo</td>
<td>Plymouth and Barnstable</td>
</tr>
<tr>
<td>Sarah K. Peake</td>
<td>4th Barnstable</td>
</tr>
<tr>
<td>Julian Cyr</td>
<td>Cape and Islands</td>
</tr>
<tr>
<td>David T. Vieira</td>
<td>3rd Barnstable</td>
</tr>
</tbody>
</table>
An Act To Establish an Early Retirement Incentive Program for Barnstable County.

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

Section 1. Notwithstanding subsection (g) of section 66 of chapter 188 of the Acts of 2010 to the contrary, the County Commissioners of the County of Barnstable may establish and implement an early retirement incentive program for county employees as otherwise provided in section 66 of said chapter 188 and subject to the following provisions:

(i) The County Administrator shall submit a plan to the public employee administration commission for approval within two (2) months after the effective date of this act;

(ii) Once the plan has been approved, the County Administrator shall submit a plan to the Board of County Commissioners for acceptance no later than the next meeting of the Board of County Commissioners at which the plan can be practically submitted;

(iii) Within one month after the plan has been accepted by the Board of County Commissioners, the County Administrator shall publish and make the approved plan available to the employees;
(iv) The County Administrator shall require employees to participate within two (2) months of the plan's publication;

(v) The County Administrator shall determine which employees shall be allowed to participate in the program and shall notify those employees within one (1) month of the application deadline; and

(vi) The County Administrator shall require that participating employees shall retire within two (2) months of notification of acceptance.

Section 2. This act shall take effect upon its passage.
AGENDA ITEM 7a

Authorizing the execution of a contract for a Victim of Crime Act (VOCA) grant, from the Massachusetts Office for Victim Assistance (MOVA), awarded to Children's Cove, in the amount of $275,000.00, for the period of July 1, 2018 through June 30, 2020
This form is jointly issued and published by the Executive Office for Administration and Finance (AEO), the Office of the Comptroller (CTR), and the Operational Services Division (OSD) as the default contract for all Commonwealth Departments when another form is not prescribed by regulation or policy. Any changes to the official printed language of this form shall be void. Additional non-conflicting terms may be added by Attachment. Contractors may not require any additional agreements, engagement letters, contract forms or other additional terms as part of this Contract without prior Department approval. Click on hyperlinks for definitions, instructions and legal requirements that are incorporated by reference into this Contract. An electronic copy of this form is available at www.mass.gov/osc under Guidance For Vendors - Forms or www.mass.gov/osd under OSD Forms.

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM

CONTRACTOR LEGAL NAME: County of Barnstable
(and db/a): Children’s COVE: The Cape & Islands Child Advocacy Center

COMMONWEALTH DEPARTMENT NAME: Massachusetts Office for Victim Assistance

MMARS Department Code: WVA

Legal Address: (W-9, W-4, T&Ç): 3195 Main St, PO Box 427, Barnstable, MA 02630

Business Mailing Address: 1 Ashburton Place, Suite 1101; Boston, MA 02108

Contract Manager: Stacy Gallagher
Billing Address (if different): n/a

E-Mail: sgalagher@childrenscove.org

E-Mail: dcooper@MassMail.State.MA.US

Phone: 508-375-0410 Fax: 508-375-0409

Phone: 617-586-1340 Fax: 617-586-1341

CONTRACTOR Vendor Code: VC

Vendor Code Address Id (e.g. “AD001”): AD001

(Note: The Address Id Must be set up for EFT payments.)

MMARS Doc IDs: VOCA2019BCCC00000000

RFR/Procurement or Other ID Number: 19VOCAVWA

__ X NEW CONTRACT

PROCUREMENT OR EXCEPTION TYPE: (Check one option only)

Statewide Contract (OSC or an OSD-designated Department)
Collective Purchase (Attach OSD approval, scope, budget)

X Department Procurement (includes State or Federal grants 815 CMR 2.00)
(Attach RFR and Response or other procurement supporting documentation)

Emergency Contract (Attach justification for emergency use, scope, budget)

Contract Employee (Attach Employment Status Form, scope, budget)

Legislative/Legal or Other (Attach authorizing language/justification, scope and budget)

__ CONTRACT AMENDMENT

Enter Current Contract End Date Prior to Amendment: _______20____
Enter Amendment Amount: $ _______. (no “o change”)

AMENDMENT TYPE: (Check one option only. Attach details of Amendment changes)

X Amendment to Scope or Budget (Attach updated scope and budget)

Interim Contract (Attach justification for Interim Contract and updated scope/budget)

Contract Employee (Attach any updates to scope or budget)

Legislative/Legal or Other (Attach authorizing language/justification and updated scope and budget)

The following COMMONWEALTH TERMS AND CONDITIONS (T&C) has been executed, filed with CTR and is incorporated by reference into this Contract.

X COMMONWEALTH Terms and Conditions ___ Commonwealth Terms and Conditions For Human and Social Services

COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00.

X Rate Contract (No Maximum Obligation. Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.)

X Maximum Obligation Contract Enter Total Maximum Obligation for total duration of this Contract (or new Total if Contract is being amended). $275,000.00

PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within 10 days % PPD; Payment issued within 15 days ___% PPD; Payment issued within 20 days ___% PPD; Payment issued within 30 days ___% PPD. If PPD percentages are left blank, identify reason: X agree to standard 45 day cycle ___ statutory/legal or Ready Payments (G.L. c. 29, §23A); ___ only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)

BRIEF DESCRIPTION OF CONTRACT PERFORMANCE OR REASON FOR AMENDMENT: (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.) FY19 & 20. Children’s Cove serves 22 towns with a collective year-round population of over 250,000 within the region of Cape Cod, Nantucket and Martha’s Vineyard. The population within the targeted area increases by over 60% during the summer and shoulder months. The Cove provides 24/7 on-call services, at no cost, to children ages 0-17 and their non-offending family members. The Cove supports individuals of any age with developmental or intellectual disabilities.

ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations:

X 1. may be incurred as of the Effective Date (latest signature date below) and no obligations have been incurred prior to the Effective Date.

X 2. may be incurred as of July 1, 2018, a date later than the Effective Date below and no obligations have been incurred prior to the Effective Date.

X 3. were incurred as of _______, 20____, a date prior to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date are authorized to be made either as settlement payments or as reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.

CONTRACT END DATE: Contract performance shall terminate as of June 30, 2020, with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.

CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the “Effective Date” of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor makes all certifications required under the attached Contractor Certifications (incorporated by reference if not attached hereeto) under the pains and penalties of perjury, agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable Commonwealth Terms and Conditions, this Standard Contract Form including the Instructions and Contractor Certifications, the Request for Response (RFR) or other solicitation, the Contractor’s Response, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor’s Response only if made using the process outlined in 801 CMR 21.07, incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.

AUTHORIZING SIGNATURE FOR THE CONTRACTOR:

X: ___________________________ Date: ___________________________
(Signature and Date Must Be Handwritten At Time of Signature)

Print Name: ___________________________
Print Title: ___________________________

AUTHORIZING SIGNATURE FOR THE COMMONWEALTH:

X: ___________________________ Date: ___________________________
(Signature and Date Must Be Handwritten At Time of Signature)

Print Name: William T. Lowery
Print Title: Executive Director

(Updated 3/21/2014) Page 1 of 5
INSTRUCTIONS AND CONTRACTOR CERTIFICATIONS

The following instructions and terms are incorporated by reference and apply to this Standard Contract Form. Text that appears underlined indicates a "hyperlink" to an Internet or bookmarked site and are unofficial versions of these documents and Departments and Contractors should consult with their legal counsel to ensure compliance with all legal requirements. Using the Web Toolbar will make navigation between the form and the hyperlinks easier. Please note that not all applicable laws have been cited.

CONTRACTOR LEGAL NAME (AND D/B/A): Enter the Full Legal Name of the Contractor's business as it appears on the Contractor's W-9 or W-4 Form (Contract Employees only) and the applicable Commonwealth Terms and Conditions. If Contractor also has a "doing business as" (d/b/a) name, BOTH the legal name and the "d/b/a" name must appear in this section.

Contractor Legal Address: Enter the Legal Address of the Contractor as it appears on the Contractor's W-9 or W-4 Form (Contract Employees only) and the applicable Commonwealth Terms and Conditions, which must match the legal address on the 1099I table in MMARS (or the Legal Address in HR/CMS for Contract Employee).

Contractor Contact Manager: Enter the authorized Contract Manager who will be responsible for managing the Contract. The Contract Manager should be an Authorized Signatory or, at a minimum, a person designated by the Contractor to represent the Contractor, receive legal notices and negotiate ongoing Contract issues. The Contract Manager is considered "Key Personnel" and may not be changed without the prior written approval of the Department. If the Contract is posted on COMMONBUYS, the name of the Contractor Manager must be included in the Contract on COMMONBUYS.

Contractor E-Mail Address/Phone/Fax: Enter the electronic mail (e-mail) address, phone and fax number of the Contractor Contact Manager. This information must be kept current by the Contractor to ensure that the Department can contact the Contractor and provide any required legal notices. Notice received by the Contact Manager (with confirmation of actual receipt) through the listed address, fax number(s) or electronic mail address will meet any written legal notice requirements.

Contractor Vendor Code: The Department must enter the MMARS Vendor Code assigned by the Commonwealth. If a Vendor Code has not yet been assigned, leave this space blank and the Department will complete this section when a Vendor Code has been assigned. The Department is responsible under the Vendor File and W-9s Policy for verifying with authorized signatories of the Contractor, as part of contract execution, that the legal name, address and Federal Tax Identification Number (TIN) in the Contractor documents match the state accounting system.

Vendor Code Address ID: (e.g. "AD001") The Department must enter the MMARS Vendor Code Address Id identifying the payment remittance address for Contract payments, which MUST be set up for EFT payments PRIOR to the first payment under the Contract in accordance with the Bill Paying and Vendor File and W-9 policies.

COMMONWEALTH DEPARTMENT NAME: Enter the full Commonwealth Department with the authority to enter the Contractor. The department is responsible for the oversight of the Contract.

COMMONWEALTH MMARS Alpha Department Code: Enter the three (3) letter MMARS Code assigned to this Commonwealth Department in the state accounting system.

Department Business Mailing Address: Enter the address where all formal correspondence to the Department must be sent. Unless otherwise specified in the Contract, legal notice sent or received by the Department's Contract Manager (with confirmation of actual receipt) through the listed address, fax number(s) or electronic mail address for the Contract Manager will meet any requirements for legal notice.

Department Billing Address: Enter the Billing Address or email address if invoices must be sent to a different location. Billing or confirmation of delivery of performance issues should be resolved through the listed Contract Managers.

Department Contract Manager: Identify the authorized Contract Manager who will be responsible for managing the Contract, who should be an authorized signatory or an employee designated by the Department to represent the Department to receive legal notices and negotiate ongoing Contract issues.

Department E-Mail Address/Phone/Fax: Enter the electronic mail (e-mail) address, phone and fax number of the Department Contract Manager. Unless otherwise specified in the Department, legal notice sent or received by the Contract Manager (with confirmation of actual receipt) through the listed address, fax number(s) or electronic mail address will meet any requirements for written notice under the Contract.

MMARS Document ID(s): Enter the MMARS 20 character encumbrance transaction number associated with this Contract which must remain the same for the life of the Contract. If multiple numbers exist for this Contract, identify all Doc Ids.

RFR/Procurement or Other ID Number or Name: Enter the Request for Response (RFR) or other Procurement Reference number, Contract ID Number or other reference/ tracking number for this Contract or Amendment and will be entered into the Board Award Field in the MMARS encumbrance transaction for this Contract.

NEW CONTRACTS (left side of Form):

Complete this section ONLY if this Contract is brand new. (Complete the CONTRACT AMENDMENT section for any material changes to an existing or an expired Contract, and for exercising options to renew or annual contracts under a multi-year procurement or grant program.)

PROCUREMENT OR EXCEPTION TYPE: Check the appropriate type of procurement or exception for this Contract. Only one option can be selected. See State Finance Law and General Requirements, Acquisition Policy and Fixed Assets, the Commodities and Services Policy and the Procurement Information Center (Department Contract Guidance) for details.

Statewide Contract (OSD or an OSD-designated Department). Check this option for a Statewide Contract under OSD, or by an OSD-designated Department.

Collective Purchase approved by OSD. Check this option for Contracts approved by OSD for collective purchases through federal, state, local government or other entities.

Department Contract Procurement. Check this option for a Department procurement including state grants and federal sub-grants under 815 CMR 2.00 and State Grants and Federal Subgrants Policy, Departmental Master Agreements (MA). If multi-Department user Contract, identify multi-Department use is allowable in Brief Description.

Emergency Contract. Check this option when the Department has determined that an unforeseen crisis or incident has arisen which requires or mandates immediate purchases to avoid substantial harm to the functioning of government or the provision of necessary or mandated services or whenever the health, welfare or safety of clients or other persons or serious damage to property is threatened.

Contract Employee. Check this option when the Department requires the performance of an Individual Contractor, and when the planned Contract performance with an Individual has been classified using the Employment Status Form (prior to the Contractor's selection) as work of a Contract Employee and not that of an Independent Contractor.

Legislative/Legal or Other. Check this option when legislation, an existing legal obligation, prohibition or other circumstance exempts or prohibits a Contract from being competitively procured, or identify any other procurement exception not already listed. Legislative "earmarks" exempt the Contract solely from procurement requirements, and all other Contract and state finance laws and policies apply. Supporting documentation must be attached to explain and justify the exemption.

CONTRACT AMENDMENT (Right Side of Form)

Complete this section for any Contract being renewed, amended or to continue a lapsed Contract. All Contracts with available options to renew must be amended referencing the original procurement and Contract doc ids, since all continuing contracts must be maintained in the same Contract file (even if the underlying appropriation changes each fiscal year). "See Amendments, Suspensions, and Termination Policy"

Enter Current Contract End Date: Enter the termination date of the Current Contract being amended, even if this date has already passed. (Note: Current Start Date is not requested since this date does not change and is already recorded in MMARS.)

Enter Amendment Amount: Enter the amount of the Amendment increase or decrease to a Maximum Obligation Contract. Enter "no change" for Rate Contracts or if no change.

AMENDMENT TYPE: Identify the type of Amendment being done. Documentation supporting the updates to performance and budget must be attached. Amendment to Scope or Budget: Check this option when renewing a Contract or executing any Amendment ("material change" in Contract terms) even if the Contract has lapsed. The parties may negotiate a change in any element of Contract performance or cost identified in the RFR or the Contractor's response which results in lower costs, or a more cost- effective or better value performance than was presented in the original selected response, provided the negotiation results in a better value within the scope of the RFR than what was proposed by the Contractor in the original selected response. Any "material" change in the Contract terms must be memorialized in a formal Amendment even if a corresponding MMARS transaction is not needed to support the change. Additional Amendments, Suspensions, and Termination Policy (STP) may be necessary.

Interim Contracts. Check this option for an Interim Contract to prevent a lapse of Contract performance whenever an existing Contract is being re-procured but the new procurement has not been completed, to bridge the gap during implementation between an expiring and a new procurement, or to contract with an interim Contractor when a current Contractor is unable to complete full performance under a Contract.

Contract Employee. Check this option when the Department requires a renewal or other amendment to the performance of a Contract Employee.

Legislative/Legal or Other. Check this option when legislation, an existing legal obligation, prohibition or other circumstance exempts or prohibits a Contract from being competitively procured, or identify any other procurement exception not already listed. Legislative "earmarks" exempt the Contract solely from procurement requirements, and all other Contract and state finance laws and policies apply. Attach supporting documentation to explain and justify the exemption and whether Contractor selection has been publicly
The Department must enter the date that Contract performance will terminate. If the contract has not been amended and the Contract End Date is not reached, this date must be re-entered again here. A Contract must be signed for at least the initial duration but not longer than the period of procurement listed in the RFR, or other solicitation document (if applicable). No new performance is allowable beyond the end date without an amendment, but the Department may allow a Contractor to complete minimal close out performance obligations if substantial performance has been made prior to the termination date of the Contract and prior to the end of the fiscal year in which payments are appropriated, provided that any close out performance is subject to appropriation and fund limits under state finance law, and CTR may adjust encumbrances and payments in the state accounting system to enable final close out payments. Performance dates are subject to G.L.c.4, § 9.

CERTIFICATIONS AND EXECUTION

See Department Head Signature Authorization Policy and the Contractor Authorized Signature Listing for policies on Contractor and Department signatures.

Authorizing Signature For Contractor/Date: The Authorized Contractor Signatory must (in their own handwriting and in ink) sign AND enter the date the Contract is signed. See section above under “Anticipated Contract Start Date”. Acceptance of payment by the Contractor shall waive any right of the Contractor to claim the Contract/Amendment is not valid and the Contractor may not void the Contract. Rubber stamps, typed or other images are not acceptable. Proof of Contractor signature authorization on a Contractor Authorized Signature Listing may be required by the Department if not already on file.

Contractor Name /Title: The Contractor Authorized Signatory’s name and title must appear legibly as it appears on the Contractor Authorized Signature Listing. The Department must have the legislative funding appropriated for all the costs of this Contract or funding allocated under an approved Interdepartmental Service Agreement (ISA). A Department may not contract for performance to be delivered to or by another state department without specific legislative authorization (unless this Contract is a Statewide Contract). For Contracts requiring Secretariat signoff, evidence of Secretariat signoff must be included in the Contract file.

Department Name /Title: Enter the Authorized Signatory’s name and title legibly.

CONTRACTOR CERTIFICATIONS AND LEGAL REFERENCES

Notwithstanding verbal or other representations by the parties, the “Effective Date” of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified, subject to any required approvals. The Contractor maintains all certifications required under this Contract under the pains and penalties of perjury, and agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein: Commonwealth and Contractor Ownership Rights. The Contractor certifies and agrees that the Commonwealth is entitled to ownership and possession of all “deliverables” purchased or developed with Contract funds. A Department may not relinquish Commonwealth rights to deliverables nor may Contractors sell products developed with Commonwealth resources without just compensation. The Contract should detail all Commonwealth deliverables and ownership rights and any Contractor proprietary rights.

Qualifications. The Contractor certifies it is qualified and shall at all times remain qualified to perform this Contract; that performance shall be timely and meet or exceed industry standards for the performance required, including obtaining requisite licenses, registrations, permits, resources for performance, and sufficient professional, liability, and other appropriate insurance to cover the performance. If the Contractor is a business, the Contractor certifies that it is listed under the Secretary of State’s website as licensed to do business in Massachusetts, as required by law.

Business Ethics and Fraud, Waste and Abuse Prevention. The Contractor certifies that performance under this Contract, in addition to meeting the terms of the Contract, will be made using ethical business standards and good stewardship of taxpayer and other public funding and assets, and shall be fraud and abuse free.

Collusion. The Contractor certifies that this Contract has been offered in good faith and without collusion, fraud or unfair trade practices with any other person, that any actions to avoid or frustrate fair and open competition are prohibited by law, and shall be grounds for rejection or disqualification of a Response or termination of this Contract.

Public Records and Access The Contractor shall provide full access to records related to performance and compliance to the Department and officials listed under Executive Order 195 and G.L.c.11, §12 seven (7) years beginning on the first day after the final payment
under this Contract or such longer period necessary for the resolution of any litigation, claim, negotiation, audit or other inquiry involving this Contract. Access to view Contractor records related to any breach or allegation of fraud, waste and/or abuse may not be denied and Contractor can not claim confidentiality or trade secret protections solely for viewing but not retaining documents. Routine Contract performance compliance reports or documents related to any alleged breach or allegation of non-compliance, fraud, waste, abuse or collusion may be provided electronically and shall be provided at Contractor's own expense. Reasonable costs for copies of non-routine Contract related records shall not exceed the rates for public records under 950 C.M.R. 32.00.

Debarment. The Contractor certifies that neither it nor any of its subcontractors are currently debarred or suspended by the federal or state government under any law or regulation including, Executive Order 147; G.L. c. 29, s. 29F G.L. c. 30, § 39R; G.L. c. 149, § 27C; G.L. c. 149, § 44C; G.L. c. 149, § 144B and G.L. c. 152, s. 25C. Applicable Laws. The Contractor shall comply with all applicable state laws and regulations including but not limited to the applicable Massachusetts General Laws; the Official Code of Massachusetts Regulations; Code of Massachusetts Regulations (unofficial); 801 CMR 21.00 (Procurement of Commodity and Service Procurements, Including Human and Social Services); 815 CMR 2.00 (Grants and Subsidies); 808 CMR 1.00 (Compliance, Reporting and Auditing for Human And Social Services); AICPA Standards; confidentiality of Department records under G.L. c. 66A; and the Massachusetts Constitution Article XVIII if applicable.

Invoices. The Contractor must submit invoices in accordance with the terms of the Contract and the Commonwealth Bill Paying Policy. Contractors must be able to reconcile and properly attribute concurrent payments from multiple Departments. Final invoices in any fiscal year must be submitted no later than August 15th for performance made and received (goods delivered, services completed) prior to June 30th, in order to make payment for that performance prior to the close of the fiscal year to prevent reversion of appropriated funds. Submit timely invoices by August 15th or subject to non-payment. If the Contract shall authorize the Department to issue an estimated payment based upon the Department's determination of performance delivered and accepted. The Contractor's acceptance of this estimated payment releases the Commonwealth from further claims for these invoices. If budgetary funds revert due to the Contractor's failure to submit timely final invoices, or for disputing an estimated payment, the Department may deduct a penalty up to 10% from any final payment in the next fiscal year for failure to submit timely invoices.

Payments Subject To Approval. Pursuant to G.L. c. 29 § 26, § 27 and § 29, Departments are required to expend funds only for the purposes set forth by the Legislature and within the funding limits established through appropriation, allotment and subsidiary, including mandated allotment reductions triggered by G.L. c. 29, § 9C. A Department cannot authorize or accept performance in excess of an existing appropriation and allotment, or sufficient non-appropriated available funds. Any oral or written representations, commitments, or assurances made by the Department or any other Commonwealth representative are not binding. The Commonwealth has no legal obligation to compensate a Contractor for performance that is not requested and is intentionally delivered by a Contractor outside the scope of a Contract. Contractors should verify funds and contracting performance prior to submitting invoices.

Intercept. Contractors may be registered as Customers in the Vendor file if the Contractor owes a Commonwealth debt. Unresolved and undisputed debts, and overpayments of Contract payments that are not reimbursed timely shall be subject to intercept pursuant to G.L. c. 7A, s. 3 and 815 CMR 9.00. Contract overpayments will be subject to immediate intercept or payment offset. The Contractor may not penalize any state Department or assess late fees, cancel a Contract or other services if amounts are intercepted or offset due to recoupment of an overpayment, outstanding taxes, child support, other overdue debts or Contract overpayments.

Tax Law Compliance. The Contractor certifies under the pains and penalties of perjury tax compliance with Federal tax laws; state tax laws including but not limited to G.L. c. 62C; G.L. c. 62C, s. 49A; Federal tax law; state tax laws; reporting of employees and contractors, withholding and remitting of tax withholdings and child support and is in good standing with respect to all state taxes and returns due; reporting of employers and contractors under G.L. c. 62E, withholding and remitting child support including G.L. c. 119A, s. 12; TIR 05-11; New Independent Contractor Provisions and applicable TIRs.

Bankruptcy, Judgments, Potential Structural Changes, Pending Legal Matters and Conflicts. The Contractor certifies it has not been in bankruptcy and/or receivership within the last three calendar years, and the Contractor certifies that it will immediately notify the Department in writing at least 45 days prior to filing for bankruptcy and/or receivership, any potential changes in its organization, or if there is any bankruptcy or other list of the Contractor that may impede the Contractor's ability to timely fulfill the terms of this Contract or Amendment. The Contractor certifies that at any time during the period of the Contract the Contractor is required to affirmatively disclose in writing to the Department Contract Manager the details of any judgment, criminal conviction, investigation or litigation pending against the Contractor or any of its officers, directors, employees, agents, or subcontractors, including any potential conflicts of interest of which the Contractor has knowledge, or learn's during the Contract term. Law firms or Attorneys providing legal services are required to identify any potential conflict with representation of any Department client in accordance with Massachusetts Board of Bar Overseers (BBO) rules.

Federal Anti-Lobbying and Other Federal Requirements. If receiving federal funds, the Contractor certifies compliance with federal anti-lobbying requirements including 31 USC 1352; other federal requirements; Executive Order 11246; Air Pollution Act; Federal Water Pollution Control Act and Federal Employment Laws.

Protection of Personal Data and Information. The Contractor certifies that all steps will be taken to ensure the security and confidentiality of all Commonwealth data for which the Contractor becomes a holder, either as part of performance or inadvertently during performance, with special attention to restricting access, use and disposal of personal data and information under G.L. c. 93H and c. 66A and Executive Order 504. The Contractor is required to comply with G.L. c. 93I for the proper disposal of all paper and electronic media, backups or systems containing personal data and information, provided further that the Contractor is required to ensure that any personal data or information transmitted electronically or through a portable device be properly encrypted using (at a minimum) Information Technology Division (ITD) Protection of Sensitive Information, provided further that any Contractor having access to credit card or banking information of Commonwealth customers certifies that the Contractor is PCI compliant in accordance with the Payment Card Industry Council Standards and shall provide confirmation compliance during the Contract, provide further that the Contractor shall immediately notify the Department in the event of any security breach including the unauthorized access, dissemination, use or disposal of personal data or information, and in the event of a security breach, the Contractor shall cooperate fully with the Commonwealth and provide access to any information necessary for the Commonwealth to respond to the security breach and shall be fully responsible for any damages associated with the Contractor’s non-compliance including but not limited to non-compliance with this Section but not limited to the Commonwealth, the Office of the Attorney General or other Departments as related to its conduct of business in the Commonwealth; and with its incorporating state (or foreign entity).

Employer Requirements. Contractors that are employers certify compliance with applicable state and federal employment laws or regulations, including but not limited to G.L. c. 5, s. 1 (Prevailing Wages for Printing and Distribution of Public Documents); G.L. c. 7, s. 22 (Prevailing Wages for Contracts for Meat Products and Clothing and Apparel); G.L. c. 119A, § 29; 29 USC c. 16 § 794; G.L. c. 151A (prevailing wage payments and payments, unemployment, insurance and contributions; workers' compensation and insurance, child labor laws, AGO fair labor practices; G.L. c. 149, § 150A (Labor Relations); G.L. c. 151 and 455 CMR 2.00 (Minimum Fair Wages); G.L. c. 151A (Employment and Training); G.L. c. 151B (Unlawful Discrimination); G.L. c. 151E (Business Discrimination); G.L. c. 152 (Workers’ Compensation); G.L. c. 153 (Liability for Injuries); 29 USC c. 8 (Federal Fair Labor Standards); 29 USC c. 28 and the Federal Family and Medical Leave Act.

Federal And State Laws And Regulations Prohibiting Discrimination including but not limited to the Federal Equal Employment Opportunity (EEO) Laws The Americans with Disabilities Act - 42 U.S.C. Sec. 12101, et seq.; the Rehabilitation Act; G.L. c. 149, § 16, § 794; 29 USC c. 501; inclusive; G.L. c. 214, s. 3B; G.L. c. 22 (Federal Fair Housing Act); G.L. c. 31 (Federal Housing Act); G.L. c. 151A (Unlawful Discrimination); G.L. c. 151E (Business Discrimination); Public Accommodations Law G.L. c. 227, s. 92A; G.L. c. 227, s. 98 and 98A, Massachusetts Constitution Article CXIV and G.L. c. 93, s. 103; G.L. c. 7, s. 110, Part II, s. 255 (Telecommunication Act; Chapter 149, Section 105D, G.L. c. 151C, G.L. c. 272, Section 92A, Section 98 and Section 99A, and G.L. c. 111, Section 119A, and Massachusetts Disability-Based Non-Discrimination Standards For Executive Branch Entities; and related Standards and Guidelines, authorized under Massachusetts Executive Order or any disability-based protection arising from state or federal law or precedent. See also MCAD and MCAD links and Resources.

Small Business Purchasing Program (SBPP). A Contractor may be eligible to participate in the SBPP, created pursuant to Executive Order 523, if qualified through the SBPP COMMBUYS subscription process at: www.commbuys.com and with acceptance of the terms of the SBPP participation agreement.

Limitation of Liability for Information Technology Contracts (and other Contracts as Authorized). The Information Technology Mandatory Specifications and the IT Acquisition Accessibility Contract Language are incorporated by reference into Information Technology Contracts. The following language will apply to Information Technology contracts in the U01, U02, U03, U04, U05, U06, U07, U08, U09, U10, U75, U98 object codes in the Expenditure Classification Handbook or other Contracts as approved by CTR or OSD. Pursuant to Section 11. Indemnification of the Commonwealth Terms and Conditions, the term “other damages” shall include, but shall not be limited to, the reasonable costs the Commonwealth incurs to repair, return, replace or seek cover (purchase of comparable substitute commodities and services) under a Contract. “Other damages” shall not include damages to the Commonwealth as a result of third party claims, provided, however, that the Commonwealth may be indemnified whether or not a property owner is liable to the Commonwealth, regardless of whether or not a property owner is liable to the Commonwealth. The Commonwealth’s sole and exclusive remedy shall be a contract for the performance to be tendered. The Commonwealth may not be deprived of its contractual rights. The Commonwealth may not be deprived of its contractual rights. The Commonwealth may not be deprived of its contractual rights. The Commonwealth may not be deprived of its contractual rights.
“other damages” shall not include, and in no event shall the contractor be liable for, damages for the Commonwealth’s use of contractor provided products or services, loss of Commonwealth records, or data (or other intangible property), loss of use of equipment, lost revenue, lost savings or lost profits of the Commonwealth. In no event shall “other damages” exceed the greater of $100,000, or two times the value of the product or service (as defined in the Contract scope of work) that is the subject of the claim. Section 11 sets forth the contractor’s entire liability under a Contract. Nothing in this section shall limit the Commonwealth’s ability to negotiate higher limitations of liability in a particular Contract, provided that any such limitation must specifically reference Section 11 of the Commonwealth Terms and Conditions. In the event the limitation of liability conflicts with accounting standards which mandate that there can be no cap of damages, the limitation shall be considered waived for that audit engagement. These terms may be applied to other Contracts only with prior written confirmation from the Operational Services Division or the Office of the Comptroller. The terms in this Clarification may not be modified.

Northern Ireland Certification. Pursuant to G.L. c. 7 s. 22C for state agencies, state authorities, the House of Representatives or the Senate, by signing this Contract the private contractor certifies that it does not employ ten or more employees in an office or other facility in Northern Ireland and if the Contractor employs ten or more employees in an office or other facility located in Northern Ireland the Contractor certifies that it does not discriminate in employment, compensation, or the terms, conditions and privileges of employment on account of religious or political belief; and it promotes religious tolerance within the workplace, and the eradication of any manifestations of religious and other illegal discrimination; and the Contractor is not engaged in the manufacture, distribution or sale of firearms, munitions, including rubber or plastic bullets, tear gas, armored vehicles or military aircraft for use or deployment in any activity in Northern Ireland.

Pandemic, Disaster or Emergency Performance. In the event of a serious emergency, pandemic or disaster outside the control of the Department, the Department may negotiate emergency performance from the Contractor to address the immediate needs of the Commonwealth even if not contemplated under the original Contract or procurement. Payments are subject to appropriation and other payment terms.

Consultant Contractor Certifications (For Consultant Contracts “HH” and “NN” and “0US” object codes subject to G.L. Chapter 29, s. 28A). Contractors must make required disclosures as part of the RFR Response or using the Consultant Contractor Mandatory Submission Form.

Attorneys. Attorneys or firms providing legal services or representing Commonwealth Departments may be subject to G.L. c. 30, s. 65, and if providing litigation services must be approved by the Office of the Attorney General to appear on behalf of a Department, and shall have a continuing obligation to notify the Commonwealth of any conflicts of interest arising under the Contract.

Subcontractor Performance. The Contractor certifies full responsibility for Contractor performance, including subcontractors, and that comparable Contract terms will be included in subcontracts, and that the Department will not be required to directly or indirectly manage subcontractors or have any payment negotiations to subcontractors.

EXECUTIVE ORDERS

For covered Executive state Departments, the Contractor certifies compliance with applicable Executive Orders (see also Massachusetts Executive Orders), including but not limited to the specific orders listed below. A breach during period of a Contract may be considered a material breach and subject Contractor to appropriate monetary or Contract sanctions.

Executive Order 481. Prohibiting the Use of Undocumented Workers on State Contracts. For all state agencies in the Executive Branch, including all executive offices, boards, commissions, agencies, Departments, divisions, councils, bureaus, and offices, now existing and hereafter established, by signing this Contract the Contractor certifies under the pains and penalties of perjury that they shall not knowingly use undocumented workers in connection with the performance of this Contract; that, pursuant to federal requirements, shall verify the immigration status of workers assigned to a Contract without engaging in unlawful discrimination; and shall not knowingly or recklessly alter, falsify, or accept altered or falsified documents by any such worker.

Executive Order 130. Anti-Boycott. The Contractor warrants, represents and agrees that during the time this Contract is in effect, neither it nor any affiliated company, as hereafter defined, participates in or cooperates with an international boycott (See IRC § 999B(3)-(4), and IRS Audit Guidelines Boycotts) or engages in conduct declared to be unlawful by G.L. c. 151E s. 2. A breach of the warrant, representation, and agreement contained in this paragraph, without limiting other rights or any other remedy which it may have, the Commonwealth shall be entitled to rescind this Contract. As used herein, an affiliated company shall be any business entity of which at least 51% of the ownership interests are directly or indirectly owned by the Contractor or by a person or persons or business entity or entities directly or indirectly owning at least 51% of the ownership interests of the Contractor, or which directly or indirectly owns at least 51% of the ownership interests of the Contractor.

Executive Order 346. Hiring of State Employees by State Contractors. Contractor certifies compliance with both the conflict of interest law G.L. c. 268A specifically s. 5 (f) and this order, and includes limitations regarding the hiring of state employees by private companies contracting with the Commonwealth. A privatization contract shall be deemed to include a specific prohibition against the hiring at any time during the term of Contract, and for any position in the Contractor’s company, any state management employee who is, was, or will be involved in the preparation of the RFP, the negotiations leading to the awarding of the Contract, the decision to award the Contract, and/or the supervision or oversight of performance under the Contract.

Executive Order 444. Disclosure of Family Relationships With Other State Employees. Each person applying for employment (including Contract work) within the Executive Branch under the Governor must disclose in writing the names of all immediate family related to immediate family by marriage who serve as employees or elected officials of the Commonwealth. All disclosures made by applicants hired by the Executive Branch under the Governor shall be made available for public inspection to the extent permissible by law by the official with whom such disclosure has been filed.

Executive Order 504. Regarding the Security and Confidentiality of Personal Information. For all Contracts involving the Contractor’s access to personal information, as defined in G.L. c. 93H, and personal data, as defined in G.L. c. 66A, owned or controlled by Executive Department agencies, or access to agency systems containing such information or data (herein collectively “personal information”), Contractor certifies under the pains and penalties of perjury that the Contractor (1) has read Commonwealth of Massachusetts Executive Order 504 and agrees to protect any and all personal information; and (2) has reviewed all of the Commonwealth Information Technology Division’s Security Policies. Notwithstanding any contractual provision to the contrary, in connection with the Contractor’s performance under this Contract, for all state agencies in the Executive Department, including all executive offices, boards, commissions, agencies, departments, divisions, councils, bureaus, and offices, now existing and hereafter established, the Contractor shall (1) obtain a copy, review, and comply with the contracting agency’s Information Security Program (ISP) and any pertinent security guidelines, standards, and policies; (2) comply with all of the Commonwealth of Massachusetts Information Technology Division’s “Security Policies” (3) communicate and enforce the contracting agency’s ISP and such Security Policies against all employees (whether such employees are direct or contracted) and subcontractors; (4) implement and maintain any other reasonable appropriate security procedures and practices necessary to protect personal information to which the Contractor is given access by the contracting agency from the unauthorized access, destruction, use, modification, disclosure or loss; (5) be responsible for the full or partial breach of any of these terms by its employees (whether such employees are direct or contracted) or subcontractors during or after the term of this Contract, and any breach of these terms may be regarded as a material breach of this Contract; (6) in the event of any unauthorized access, destruction, use, modification, disclosure or loss of the personal information (collectively referred to as the “unauthorized use”): (a) immediately notify the contracting agency if the Contractor becomes aware of the unauthorized use; (b) provide full cooperation and access to information necessary for the contracting agency to determine the scope of the unauthorized use; and (c) provide full cooperation and access to information necessary for the contracting agency and the Contractor to fulfill any notification requirements. Breach of these terms may be regarded as a material breach of this Contract, such that the Commonwealth may exercise any and all contractual rights and remedies, including without limitation indemnification under Section 11 of the Commonwealth’s Terms and Conditions, withholding of payments, Contract suspension, or termination. In addition, the Contractor may be subject to applicable statutory or regulatory penalties, including and without limitation, those imposed pursuant to G.L. c. 93H and under G.L. c. 214 § 3B for violations under M.G.L c. 66A.

Executive Orders 523, 524 and 526. Executive Order 526 (Order Regarding Non-Discrimination, Diversity, Equal Opportunity and Affirmative Action which supersedes Executive Order 478). Executive Order 524 (Establishing the Massachusetts Supplier Diversity Program which supersedes Executive Order 390). Executive Order 523 (Establishing the Massachusetts Small Business Purchasing Program.) All programs, activities, and services provided, performed, licensed, chartered, funded, regulated, or contracted for by the state shall be conducted without unlawful discrimination based on race, color, age, gender, ethnicity, sexual orientation, gender identity, national origin, religion, creed, sexual orientation, gender identity, national origin, religious expression, political beliefs, race, color, age, gender, ethnicity, national origin, political beliefs, religious expression, religion, creed, anarchy, national origin, disability, veteran’s status (including Vietnam-era veterans), or background. The Contractor and any subcontractors may not engage in discriminatory employment practices; and the Contractor certifies compliance with applicable federal and state laws, rules, and regulations governing fair labor and employment practices; and the Contractor commits to purchase supplies and services from certified minority or women-owned businesses, small businesses, or businesses owned by socially or economically disadvantaged persons or persons with disabilities. These provisions shall be enforced through the contracting agency, OSD, and the Massachusetts Commission Against Discrimination. Any breach shall be regarded as a material breach of the contract that may subject the contractor to appropriate sanctions.
AGENDA ITEM 8a

Authorizing the execution of a contract with UAW Local 1596 for the period of July 1, 2018 through June 30, 2019
Memorandum of Contract Agreement

The County of Barnstable and the Union, UAW Local 1596, agree to extend the contract between said parties for a term of one (1) year. Said term will commence on July 1, 2018 and expire on June 30, 2019. The agreement will be subject to the following terms:

1) The Union agrees to accept a cost of living increase (COLA) pursuant to the following terms: A COLA of 2% for FY2019 for all union employees on the payroll and working at the time the contract is approved and ratified by the County Commissioners

Dated this___ day of ______2018.

For the County

________________________  __________________________  __________________________
Leo Cakounes, Chair        Mary Pat Flynn, Vice Chair        Ronald Beaty, Comm.

For Local 1596

________________________
Frederic Sarkinen, Union Steward
Memorandum of Contract Agreement

The County of Barnstable and the Union, UAW Local 1596, agree to extend the contract between said parties for a term of one (1) year. Said term will commence on July 1, 2018 and expire on June 30, 2019. The agreement will be subject to the following terms:

1) The Union agrees to accept a cost of living increase (COLA) pursuant to the following terms: A COLA of 2% for FY2019 for all union employees on the payroll and working at the time the contract is approved and ratified by the County Commissioners.

Dated this 22nd day of June 2018.

For the County

John F. Meade
Register of Deeds

For Local 1596

Frederick Sarkinen
Union Steward Local 1596
AGENDA ITEM 8b

Authorizing the execution of a contract with Noonan Brothers for the supply and delivery of gasoline and diesel fuel to Barnstable County Dredge, for the period of July 1, 2018 through June 30, 2019
MEMORANDUM

TO: County Commissioners

FROM: Elaine Davis, Chief Procurement Officer

RE: Notice of Bid Award

Barnstable County issued an Invitation for Bids for the Supply and delivery of Gasoline and diesel Fuel for Barnstable County and other Political Subdivisions for the period of July 1, 2018 through June 30, 2019. The bids submitted are reflected on the attached spreadsheet with the low bids highlighted in yellow. Please vote to award the bid to the responsive, responsible bidders offering the lowest prices as highlighted on the attached spreadsheet:

Noonan Brothers
Diesel Direct Inc.
Petersons Oil Service, Inc.

Thank you.

County Commissioners:

Ronald R. Beaty, Jr.  Mary Pat Flynn  Leo Cakounes

Date: 03/28/18
AGENDA ITEM 8c

Authorizing the renewal of a contract award to Paula Schnepp, for an amount not to exceed $40,000.00, for the period of July 1, 2018 through June 30, 2019, to provide coordination to the Regional Network on Homelessness
MEMORANDUM

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

The County issued a Request for Proposals for a Contractor to Assist the Department of Human Services in Coordinating the Regional Network to End Homelessness. The contract was awarded to Paula Schnepf as the responsive, responsible bidder offering the most advantageous proposal.

Please vote to renew the contract with Paula Schnepf, subject to appropriation, for one additional year at $45.00 per hour not to exceed $40,000.00. The term of the renewal will be July 1, 2018 through June 30, 2019.

Thank you.

Approved:

Board of Regional Commissioners

Leo G. Cakounes, Chair  Ronald R. Beaty, Vice-Chair  Mary Pat Flynn, Commissioner

Date
AGENDA ITEM 8d

Authorizing the award of a contract to Accord Vending, Inc. for food and beverage vending machine services for the Barnstable County Complex, for a period of July 1, 2018 through June 30, 2019 with the option to renew for two additional one-year periods.
MEMORANDUM

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

The County issued an Invitation for Bids for Food and Beverage Vending Machine Services and Maintenance for the Barnstable County Complex, the Barnstable County Second District Courthouse and the Fire Training Academy. One response was received from Accord Vending, Inc., offering a 12.8% commission on vending gross sales.

Please vote to award the contract to Accord Vending, Inc. as the responsive, responsible bidder. The term of the contract will be July 1, 2018 through June 30, 2019 with the option to renew for two additional one year periods.

Thank you.

County Commissioners:

__________________________________________  ____________________________  ____________________________
Ronald R. Beaty, Jr.                        Mary Pat Flynn                    Leo Cakounes

Date
AGENDA ITEM 8e

Authorizing the award of a contract to Markings, Inc. for pavement marking removal in towns of Barnstable County, for the period of June 1, 2018 through March 31, 2019
MEMORANDUM

TO: County Commissioners

FROM: Elaine Davis, Chief Procurement Officer

RE: Notice of Bid Award

Barnstable County issued an Invitation for Bids for Pavement Marking Removal the Towns of Sandwich, Eastham and Yarmouth. Two bids were received:

- Markings, Inc: $1.25 per square foot for all towns
- Highway Safety Systems: $1.50 per square foot for all towns

Please vote to award the bid to Markings, Inc. as the responsive and responsible bidder offering the lowest price.

Thank you.

County Commissioners:

__________________________________  __________________________  ____________________
Ronald R. Beaty, Jr.                Mary Pat Flynn                   Leo Cakounes

_____________________
Date
AGENDA ITEM 8f

Authorizing the execution of a memorandum of agreement, by and through the Cape Cod Commission, with the Town of Chatham, in the amount of $40,000.00 for a period through December 31, 2018, to utilize the Department of Housing and Community Development’s District Local Technical Assistance (DLTA) program to address storm water compliance requirements and best practices recommendations.
Memorandum of Agreement

Between

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

and

Town Manager on behalf of Town of Chatham
200 Main Street
Barnstable, MA 02601

This Memorandum of Agreement (Agreement) is entered into this ________ day of ____________, 2018 by and between Barnstable County, acting by and through the Cape Cod Commission (hereafter referred to as the “Commission”) and the Town Manager on behalf of the Town of Chatham (hereafter referred to as the “Town.”)

WHEREAS, the Commission has received funding from the Department of Housing and Community Development to provide technical assistance to local communities under the provisions of Chapter 205 of the Acts of 2006, as amended, and

WHEREAS, the Town has requested technical assistance to assist in developing cost-effective strategies for meeting the requirements of the newly issued MS4 Permit.

NOW THEREFORE, the Town enters into this Memorandum of Agreement with the Commission.

1. RESPONSIBILITIES OF THE TOWN

A) The Town has requested technical assistance from the Commission in accordance with its letter dated March 9, 2018 incorporated herein by reference.

B) The Town agrees to work with the Commission as per the attached Scope of Work, Attachment A.

C) The Town agrees to clearly state on all written materials and reports that funding for the project is provided by the Department of Housing and Community Development’s District Local Technical Assistance program through the Cape Cod Commission.

2. RESPONSIBILITIES OF THE COMMISSION

Upon execution of this agreement, the Commission agrees to provide the Town with the technical assistance outlined in Attachment A valued at $40,000. Funding for this technical assistance is provided by the Department of Housing and Community Development through the Cape Cod Commission.

3. DURATION

A) This Memorandum of Agreement shall be effective until December 31, 2018 unless an extension in time is agreed to in writing by both parties.

B) Either the Town or the Commission may terminate this Agreement by written notice to the other party, if the other party substantially fails to fulfill its obligations hereunder through no fault of the terminating party, or if the other party violates or breaches any of the provisions of this Agreement. Such notice shall be delivered by certified mail at least thirty (30) days before such effective date. In the event of such termination of this Agreement, the Commission shall provide the Town with all completed deliverables as of the date of termination.
4. AMENDMENT

This Agreement may be amended as mutually agreed by both parties in writing.

5. SIGNATORY AUTHORIZATION

The respective signatories hereto represent and warrant that they are duly authorized to execute this Agreement on behalf of the public entity on whose behalf they have signed this Agreement, and that all substantive and procedural preconditions to their effective execution of this Agreement on behalf of said public entities have been satisfied.

6. INTEGRATED INSTRUMENT

This Agreement shall take effect as an integrated instrument.

IN WITNESS WHEREOF, the TOWN and the COMMISSION execute this Agreement this ______ day of ______________ in the year two thousand and eighteen.

BARNSTABLE COUNTY COMMISSIONERS

Leo Cakounes, Chair

__________

Ronald Beaty, Vice-Chair

__________

Mary Pat Flynn, Commissioner

__________

Date

CAPE COD COMMISSION

__________

Kristy Senator, Acting Executive Director

__________

TOWN OF BARNSTABLE:

__________

Jill Goldsmith, Town Manager

5/15/18

Date
ATTACHMENT A
SCOPE OF WORK

The Town of Chatham, on behalf of the ad-hoc Cape Cod Stormwater Managers group, seeks DLTA funding to assist the 15 Cape Cod communities in developing cost effective strategies to meet the requirements of the recently issued Small Municipal Separate Storm Sewer General permit (stormwater MS4 Permit). The most recent stormwater MS4 permit was signed in April 2016 and is expected to legally take effect on July 1, 2018.

Cape Cod Commission staff will assist the ad-hoc Cape Cod Stormwater Manager’s Group in the following tasks:

- Providing technical assistance to towns in complying with the requirements of the stormwater MS4 permit. This may include but is not limited to assisting with the preparation of Notice of Intent (NOI) documentation in advance of the expected 2018 deadline.

- Procuring the services of an outside consultant to develop best practices recommendations for cost efficiency in delineating MS4 service areas and complying with other MS4 permit requirements.
AGENDA ITEM 8g

Authorizing the discharge of a mortgage by Keith and Erin Milde to Barnstable County, acting by and through the Cape Cod Commission, dated October 5, 2007
DISCHARGE OF MORTGAGE

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

By Keith & Erin Milde

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

dated October 5, 2007

recorded with the Barnstable County Registry of Deeds Book 22390 Page 141

acknowledges satisfaction of the same.

Witness our hand and seal this ________ day of May 2018
BARNSTABLE COUNTY,

________________________________________

________________________________________

________________________________________

As County Commissioners

COMMONWEALTH OF MASSACHUSETTS

Barnstable, ss.

On this _______ day of May 2018, before me, the undersigned notary public personally appeared __________________________________________

____________________________________________________________________

____________________________________________________________________

and proved to me through satisfactory evidence of identification, which was ______________________, to be the persons whose names are signed on the preceding or attached document, and acknowledged to me that they signed it voluntarily for its stated purpose.

____________________________________________________________________

Notary Public
My Commission Expires:
AGENDA ITEM 8h

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