

# BOARD PACKET

08/22/18 REGULAR MEETING

## DOCUMENT LIST

### Item 5a:

- No documents included.

### Item 6a:

- Barnstable County Ordinance 08-12, To amend Ordinance 05-18 and 06-02 regarding the Barnstable Human Rights Commission
- Proposed Ordinance 15-06: To amend Section 2 of adopted County Ordinance 08-12
- Cape Cod Regional Government – Assembly of Delegates APPROVED Journal of Proceedings – July 15, 2015 on Proposed Ordinance 15-06: To amend Section 2 of adopted County Ordinance 08-12 (know as the Human Rights Commission Ordinance)

### Item 8a:

- Agreement between Barnstable County and Simtech Solutions for Administration of a Homeless Management Information System
- Memorandum dated August 2, 2018 to the County Commissioners from Elaine Davis, Chief Procurement Officer, regarding a “Notice of Bid Award”

### Item 8b:

- Memorandum dated August 17, 2018 to the County Commissioners from Elaine Davis, Chief Procurement Officer, regarding a “Notice of Bid Award”

### Item 8c:

- No documents included.

# AGENDA ITEM 6a

Workshop on the Barnstable County Human Rights Commission, including but not limited to discussion of any applicable ordinances

## BARNSTABLE COUNTY

In the Year Two Thousand and Eight

Ordinance 08-12

To amend Ordinance 05-18 and 06-02 regarding the Barnstable County Human Rights Commission.

*BARNSTABLE COUNTY hereby ordains,*

### Section 1. Policy of Barnstable County

It is the policy of Barnstable County to promote equal opportunity for all persons in Barnstable County regardless of race, color, religious creed, national origin, sex, age, ancestry, sexual or affectional preference, marital, family or military status, source of income, neighborhood or disability where unlawful discrimination exists in housing, employment, education, public accommodations, Town and County services, insurance, banking, credit, and health care. Barnstable County will not tolerate retaliation or reprisal against persons exercising or supporting the exercise of equal opportunity rights.

### Section 2. Establishment of Human Rights Commission, Membership, Term, Officers, Administration.

There is hereby established a County office to be known as the Human Rights Commission of Barnstable County (hereinafter referred to as the Commission). The Commission shall consist of **nine (9)** members to be (a) nominated by the Barnstable County Health and Human Services Advisory Council, and (b) appointed by the County Commissioners. The members of the Commission shall be residents of Barnstable County and, so far as practicable, shall be selected so as to provide Countywide, culturally and economically diverse representation.

**Terms of Commission members shall be three years, except that in expanding the Commission from seven to nine members, the initial terms of the new members shall be of such a duration that the terms of no more than three (3) members shall expire in any given year. The members of the Commission shall serve without compensation.**

The Commission shall meet each January to elect one (1) of its members as Chairperson, **one (1) of its members as Vice Chairperson**, and to decide on a schedule of meetings for the year.

The Commission shall convene a **sixteen (16) member Representation Council (hereinafter referred to as the Council)** consisting of a representative from each town in Barnstable County and a representative from the Mashpee Wampanoag Tribe. The Towns respective Board of Selectmen or Town Council, and Tribal Council shall appoint a representative to the Council.

The Council's purpose shall be to serve as a liaison between **each Representative's respective community** and the Commission to work within his or her community to support the County's human rights and discrimination policy, and to advise the Commission about issues particular to the County's various communities. The Representation Council shall meet **at least quarterly**.

There shall be a Coordinator of the Commission. **The Commission shall be structured within the Human Services Department for administrative and organizational purposes.** The

Commission **and the Coordinator** shall have available to it all the County Government resources and support available to other programs, offices, and departments that are structured as part of County Government.

Section 3. Functions, Duties, Powers.

(a) To enlist the cooperation of racial, religious, ethnic, civic, fraternal, benevolent, and private and public agencies in eliminating unlawful discrimination by cultivating an atmosphere of mutual understanding and harmonious inter-group relationships.

(b) To initiate intake, information gathering, and assessments into the existence of unlawful discrimination or harassment, retaliation or reprisal, and to resolve matters of unlawful discrimination, whenever possible, through mediation.

(c) To issue such publications and such results of assessments and research, as in the Commission's judgment, will tend to promote good will and to minimize or eliminate discrimination.

(d) To provide for community awareness of possible human rights violations and to promote understanding of diverse cultures through education and community action.

(e) To make recommendations to the Massachusetts Commission on Discrimination (MCAD) to improve access and support the promotion of human rights in Barnstable County.

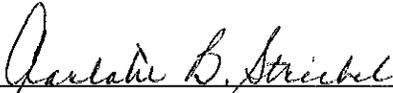
(f) To keep the Commissioners and the Assembly of Delegates informed of Commission action, by periodic report upon request, and by means of an annual written summary of its work.

(g) To **periodically provide opportunities** at which the public is given an opportunity to discuss incidents of **and/or concerns about human rights violations** and to provide referrals, where appropriate, to the MCAD as well as other public and private organizations that in the Commission's judgment will assist with resolving discrimination and human rights issues.

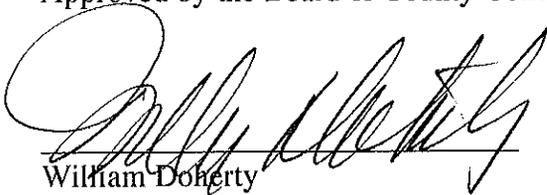
Section 4. Construction of Ordinance

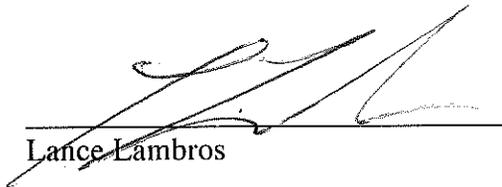
The provisions of this ordinance shall be construed liberally for the accomplishment of the purposes thereof, but nothing contained in this Chapter shall be interpreted to contravene the General Laws of the Commonwealth.

Adopted by the Assembly of Delegates on September 17, 2008.

  
\_\_\_\_\_  
Charlotte B. Striebel, Speaker  
Assembly of Delegates

Approved by the Board of County Commissioners \_\_\_\_\_ 9/25/08 at 1:45 p.m.  
Date Time

  
\_\_\_\_\_  
William Doherty

  
\_\_\_\_\_  
Lance Lambros

  
\_\_\_\_\_  
Mary LeClair

APPROVED Journal of Proceedings – July 15, 2015

**Proposed Ordinance 15-06: The Barnstable County Regional Commissioners hereby proposes specific amendments to Section 2 of adopted County Ordinance 08-12 (known as the Human Rights Commission Ordinance)**

DEPUTY SPEAKER McCUTCHEON: Okay. And now do we want to have --

Clerk O'CONNELL: We need somebody else to put it on the floor.

DEPUTY SPEAKER McCUTCHEON: All right. So now we need to have somebody move Proposed Ordinance 15-06.

Mr. KANAGA: So moved.

DEPUTY SPEAKER McCUTCHEON: And is there a second?

Mr. PRINCI: Second.

DEPUTY SPEAKER McCUTCHEON: Now there will be discussion on that Ordinance. Any discussion? Dr. O'Malley.

Mr. O'MALLEY: Essentially, what this Ordinance does is accomplish the task that was passed to us to make the role of the Coordinator for the Human Rights Commission an employee rather than that status as a Special Consultant or Contracted Services based on a state labor law. And we tried -- this was the task we were given and it was accomplished.

This ordinance simply moves that role to that of an employee.

DEPUTY SPEAKER McCUTCHEON: Mr. Ohman.

Mr. OHMAN: And who will that coordinator submit to? Who is that Coordinator's direct supervisor at this time?

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APPROVED Journal of Proceedings – July 15, 2015

Mr. O'MALLEY: They report directly to the County Administrator.

Mr. OHMAN: Thank you.

DEPUTY SPEAKER McCUTCHEON: Any other debate? Comments on the Ordinance? We'll call for a roll call vote.

Roll Call Vote on Proposed Ordinance 15-06:

Voting "YES" (79.65%): Ned Hitchcock (1.27%- Wellfleet), Christopher Kanaga (2.73% - Orleans), James Killion (9.58% - Sandwich), Edward Lewis (4.55% - Brewster), Deborah McCutcheon (0.93% - Truro), Edward McManus (5.67% - Harwich), John Ohman (6.58% - Dennis), Brian O'Malley (1.36% - Provincetown), Teresa Martin (2.30% - Eastham), Patrick Princi (20.92% - Barnstable), Julia Taylor (14.61%- Falmouth), Linda Zuern (9.15% - Bourne).

Voting "NO" (6.49): Marcia King (6.49% - Mashpee).

Absent (13.86%): Ronald Bergstrom (2.84% - Chatham), Suzanne McAuliffe (11.02% - Yarmouth).

Clerk O'CONNELL: Madam Deputy Speaker, **Proposed Ordinance 15-06**

**passes with 79.65 percent of the Delegates voting yes; 6.49 percent voting no; 13.86 percent are absent.**

**Now known as Ordinance 15-06: The Barnstable County Regional**

**Commissioners hereby proposes specific amendments to Section 2 of adopted County Ordinance 08-12.**

# AGENDA ITEM 8a

Authorizing the execution of a contract with Simtech Solutions to administer a Homeless Management Information System (HMIS), in an amount not to exceed \$50,800.00, for a period from the execution of a contract through June 30, 2019

AGREEMENT BETWEEN

Barnstable County  
3195 Main Street  
Barnstable, MA 02630

and

Simtech Solutions  
575 Washington St., Unit 2B  
Canton, MA 02021

THIS AGREEMENT is made this \_\_\_\_\_ day of \_\_\_\_\_ 2018 by and between (hereinafter referred to as Contractor), and Mary Pat Flynn, Ron Beaty and Leo Cakounes as they are the Commissioners of Barnstable County, but without any personal liability.

WITNESSETH, that the Contractor and County for the consideration hereinafter named agree as follows:

WHEREAS: Barnstable County issued an Request for Proposals for Administration of a Homeless Management Information System (HMIS)

WHEREAS: The Request for Proposals was bid in compliance with MA General Law Chapter 30B

WHEREAS: The vendor is the responsive, responsible bidder offering the lowest price.

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

1. Employment of Contractor. The Vendor hereby agrees to perform the services hereinafter set forth in the Scope of Services. Contractor hereby agrees to hold the County harmless from any claims regarding worker's compensation benefits, unemployment compensation benefits, retirement benefits, or any other benefit normally attributable to the status of "employee" and Contractor specifically agrees to pay for all damages incurred by the County, 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 set forth in the Barnstable County Request for Proposals dated June 27, 2018 and the Contractor's proposal dated July 19, 2018, incorporated herein as Appendix A.

3. Time of Performance. Work in connection with this Agreement shall begin upon execution of contract and continue until June 30, 2019, with the option to renew for one additional year at the discretion of the County Commissioners.

4. Payment. The County shall compensate the Contractor \$4500 per month with additional travel costs not to exceed \$1300 per year.

Upon acceptance of the Contractor's invoice, payment will be made within thirty (30) days. If an invoice is not accepted by the County 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 County no later than July 31<sup>st</sup> of the year when the resources were prepared.

5. Termination or Suspension of Contract for Cause. If through any sufficient cause, the Customer or the County shall fail to fulfill or perform its duties and obligations under this Contract, or if either party shall violate or breach any of the provisions of this Contract, either party shall thereupon have the right to terminate or suspend this Contract, by giving written notice to the other party of such termination or suspension and specifying the effective date thereof.

Such notice shall be given at least fifteen (15) calendar days before such effective date.

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

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

8. Non-Discrimination in Employment and Affirmative Action. The Customer shall take affirmative action to ensure that qualified applicants and employees are treated without regard to age, race, color, religion, sex, marital status, sexual orientation, national origin, disability, or Vietnam Era Veteran status. The Customer agrees to comply with all applicable Federal and State statutes, rules and regulations prohibiting discrimination in employment including but not limited to: Title VII of the Civil Rights Act of 1964, as amended; Massachusetts General Laws Chapter 1518§(1); the Americans with Disabilities Act of 1990; and all relevant administrative orders and executive orders including Executive Order 246.

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

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

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

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

13. Recordkeeping, Audit, and Inspection of Records. The Contractor shall maintain books, records, and other compilations of data pertaining to the requirements of the Contract to the extent and in such detail as shall properly substantiate claims for payment under the Contract. All such records shall be kept for a period of seven (7) years or for such longer period as is specified herein. All retention periods start on the first day after final payment under this Contract. If any litigation, claim, negotiation, audit or other action involving the records is commenced prior to the expiration

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

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

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

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

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

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

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

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

21. Headings, Interpretation and Severability. The headings used herein are for reference and

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

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

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

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

**FOR THE COUNTY:**

BARNSTABLE COUNTY COMMISSIONERS:

\_\_\_\_\_  
Leo Cakounes

\_\_\_\_\_  
Mary Pat Flynn

\_\_\_\_\_  
Ron Beaty

\_\_\_\_\_  
Date

**FOR THE CONTRACTOR:**

\_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_

# COUNTY OF BARNSTABLE

## PURCHASING

### DEPARTMENT OF FINANCE

SUPERIOR COURT HOUSE

P.O. BOX 427

BARNSTABLE, MASSACHUSETTS 02630

Phone: (508) 375-6637

Fax: (508) 362-4136

Email:

edavis@barnstablecounty.org

**Elaine Davis**  
Chief Procurement Officer

August 2, 2018

#### MEMORANDUM

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

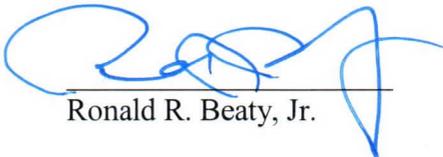
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Barnstable County issued a Request for Proposals for Administration of a Homeless Management Information System (HMIS). There was one response from Simtech Solutions. The review committee, which consisted of Martha Taylor, Peter Carlsen and Beth Albert rated the proposal as Highly Advantageous.

Please vote to award the contract to Simtech Solutions as the responsive, responsible bidder offering a highly advantageous proposal. The cost of the contract will be \$4,500. per month (\$54,000 annually) with additional reimbursement of travel costs to be billed at the approved County rate, not to exceed \$1300.00 from the date of contract execution to June 30, 2019. This will be paid through the HMIS grant funds. The term of the contract will be from execution of the contract to June 30, 2019, with an option to renew for one additional year, at the Commissioners' discretion.

Thank you.

County Commissioners:

  
Ronald R. Beaty, Jr.

  
Mary Pat Flynn

  
Leo Cakounes

08/08/2018  
Date



**BARNSTABLE COUNTY  
DEPARTMENT OF HUMAN SERVICES**

3195 Main Street, Post Office Box 427  
Barnstable, Massachusetts 02630  
Office: 508-375-6628 | Fax: 508-362-0290  
[www.bchumanservices.net](http://www.bchumanservices.net)

Elizabeth Albert, Director  
[balbert@barnstablecounty.org](mailto:balbert@barnstablecounty.org)

August 1, 2018

To: Elaine Davis, Chief Procurement Officer  
From: Beth Albert, Director  
Re: Awarding of bid to Simtech Solutions, Inc.

A three-member committee reviewed the proposal submitted by Simtech Solutions in response to an RFP issued by Barnstable County for administration of a Homeless Management Information System (HMIS). The review committee unanimously rated Simtech's proposal as highly advantageous. Therefore, the committee recommends that the bid be awarded to Simtech Solution at an amount not to exceed \$4500 per month (\$54,000 annually) for the period from the date of contract execution to June 30, 2019. In addition, the contract should also provide for reimbursement of approved travel costs to be billed at the approved County mileage reimbursement rate not to exceed \$1300.00 for the period beginning from the date of contract execution to June 30, 2019.

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***Creating a Healthy Connected Cape Cod***

*The Mission of the Department of Human Services is to plan, develop, and implement programs which enhance the overall delivery of human services in Barnstable County and promote the health and social well-being of County residents through regional efforts that improve coordination of services.*

COMMONWEALTH OF MASSACHUSETTS

BANRSTABLE, SS.

At the Superior Courthouse Building on the eighth day of August, A.D. 2018, *motion by Commissioner Beaty to authorize the award of a contract to Simtech Solutions to administer a Homeless Management Information System (HMIS), in an amount not to exceed \$55,300.00 for a period from the execution of a contract through June 30, 2019, as presented, 2nd by Commissioner Flynn, approved 3-0-0*

Leo G. Cakounes, Chair: Y

Ronald R. Beaty, Vice-Chair: Y

Mary Pat Flynn, Commissioner: Y

A true copy, Attest, August , 2018



*Janice O'Connell*  
Barnstable County Regional Clerk

# AGENDA ITEM 8b

Authorizing the award of a contract to Mill City Construction for Roof Replacement at the East Wing of the Former House of Corrections, for an amount not to exceed \$94,680.00

COUNTY OF BARNSTABLE  
PURCHASING

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

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

**Elaine Davis**  
Chief Procurement Officer

August 17, 2018

**MEMORANDUM**

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

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Barnstable County issued a Request for Quotes for Roof Replacement at the East Wing of the Former House of Correction under the Chapter 149 as updated by the Municipal Relief Act. This law allows municipalities to request three quotes from vendors on a pre-approved vendor list. Three quotes were received from vendors on a list that was previously pre-approved by the Commissioners.

Coastal Custom Builders	\$235,526.00
Mill City Construction	\$94,680.00
Rowland Roofing and Cladding LLC	\$105,000.00

The law allows municipalities to award to a vendor as long as the labor is under \$50,000.00. Mill City Construction's cost is based on \$49,700.00 for labor and \$44,980.00 for supplies (total - \$94,680.00)

Please vote to award the contract to Mill City Construction as the responsive, responsible bidder offering the lowest price.

Thank you.

County Commissioners:

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Ronald R. Beaty, Jr.

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Mary Pat Flynn

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Leo Cakounes

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Date