

AGENDA PACKET
11/13/19 REGULAR MEETING

DOCUMENT LIST

Agenda Item 5a:

- No documents

Agenda Item 6a:

- No documents

Agenda Item 6b:

- Section 2.3(c) of the Barnstable County Administrative Code

Agenda Item 8a

- Memo to Beth Albert, Director Barnstable County Department of Human Services from Alan Milsted, Chair of the Barnstable County Human Rights Advisory Commission regarding “Re-Appointments and Appointments” dated October 25, 2019

Agenda Item 8b:

- Contract for a grant from the Massachusetts Office for Victim Assistance to Children’s Cove, in the amount of \$4,986.00 for a period from September 03, 2019 to March 26, 2020 for professional development training at the International Symposium on Child Abuse in Huntsville, Alabama in March 2020
- New Fund Request Memo dated November 6, 2019 to the County Commissioners from Bobbi Moritz (RDO) with the subject, “New Fund Request: FY20 Victim Services Training Grant

Agenda Item 8c:

- Memorandum dated November 7, 2019 to the Barnstable County Board of Regional Commissioners from Erin Perry, Deputy Director of the Cape Cod Commission, regarding “FY20 Barnstable County License Plate Grant Program”

Agenda Item 8d:

- Discharge of a mortgage by Caroline M. Corrigan to Barnstable County, dated December 11, 2017, recorded with the Barnstable County Land Court Registry as Document 1336297

Agenda Item 8e:

- No documents

AGENDA ITEM 6b

Discussion on retaining Special Counsel for the Board of Regional Commissioners, to review and advise on the Barnstable County Home Rule Charter Review Process pursuant to Section 2.3(c) of the Barnstable County Administrative Code

The Board of County Commissioners shall appoint an Assistant County Administrator.

(d) Powers, Duties and Responsibilities

The Assistant County Administrator shall assist the County Administrator with the development of policy and procedure recommendations relating to all aspects of County government. The Assistant County Administrator acts as the County Administrator in the absence of the County Administrator. The Assistant County Administrator acts as the County Human Resources Director and advises the County Administrator and the County Commissioners on personnel matters. The Assistant County Administrator has supervisory responsibility for the Office of the County Commissioners, Dredge Department, Resource Development Department, Cape Light Compact, Human Services Department, and Children's Cove.

SECTION 2.2 Office of County Clerk 7

(a) County Clerk

The Board of County Commissioners shall appoint a County Clerk for a one-year term subject to an annual review of performance.

(b) Powers, Duties and Responsibilities

The Clerk shall be a person especially qualified by education, training and experience to perform the duties of the office. The office of the County Clerk shall coordinate and supervise all election and election related matters affecting County government with city and town clerks, boards of registrars of voters, election commissions and other local officers performing similar duties. The Clerk may, if chosen by the Assembly of Delegates, serve as Clerk of the Assembly of Delegates. The County Clerk shall have such other powers and duties as may be provided by County ordinance or the Administrative Code.

SECTION 2.3 Office of Legal Services 8

(a) Legal Services Generally

The Board of County Commissioners shall coordinate and administer legal services for all County departments, offices and agencies and may appoint a General Counsel for the County for a definite term of office to be established by the Board of County Commissioners. Retention of General or Special Counsel by a department head or employee is prohibited unless authorized by the Board of County Commissioners or County Administrator.

6 Ordinance 01-04: To amend Part 2, Section 2 of the Barnstable County Administrative Code to add and amend language for Office of County Administrator.

7 Ordinance 01-05: To amend Part 2, Section 2.2 of the Barnstable County Administrative Code to add and amend language for the County Clerk.

8 Ordinance 97-9: To change Section 2.4 (c) "Special Counsel, Coordination of Legal Services" of the Barnstable County Administrative Code by adding "(d) Counsel for the Assembly of Delegates".

(b) General Counsel

The County Counsel shall perform such duties as may be required and directed by the Board of County Commissioners to meet the general legal service need of the County including the prosecution, defense or compromise of claims, actions and proceeding to which the County is a party. The General Counsel shall prosecute actions and proceedings by direction of the Board of County Commissioners and shall generally advise County officers and agencies. The General Counsel shall have such other powers, duties and responsibilities as may be provided by County Ordinance or this Administrative Code.

(c) Special Counsel, Coordination of Legal Services

It is understood that County departments, offices and agencies may have different and unique needs for legal services and, thus, appropriations for special legal services or special counsel are expected. Nothing in this section shall limit the authority of the Board of County Commissioners to employ special counsel. In special circumstances, the Board of County Commissioners may also authorize department heads to employ special counsel. Department heads shall provide the Board of County Commissioners with estimated costs for legal services and with detailed summaries on a quarterly basis of the use and costs of legal services.

(d) Counsel for the Assembly of Delegates

Nothing in this section shall limit the authority of the Assembly of Delegates from utilizing the services of County Counsel or from employing separate counsel.

SECTION 2.4 Office of the County Sheriff, Jail and House of Corrections

(a) Mode of Selection, Term of Office

There shall be a County Sheriff elected as provided by law.

(b) Powers, Duties and Responsibilities

The County Sheriff shall have the general care and superintendency of all jails and houses of correction maintained by the County. The County Sheriff shall have all of the powers and duties which are given to county sheriffs by the general laws of the commonwealth and such other powers, duties and responsibilities as may be provided by County ordinance or this Administrative Code.

SECTION 2.5 Resource Development Office 9

(a) Department Generally

There shall be a Department of Resource Development under the direction of the Resource Development Manager.

9 Ordinance 01-11: To add to the Barnstable County Administrative Code language to establish the Resource Development Office as a department of the County.

(b) Resource Development Manager

The Board of County Commissioners shall appoint a resource development manager.

AGENDA ITEM 8a

Authorizing the appointment to the Barnstable County Human Rights Advisory Commission of: Alan Milsted, David Schropfer, and Paul Thompson for terms expiring December 31, 2020; Trish Oshman, Morgan James Peters, and Darlene Zerbe for terms expiring December 31, 2021 and; and Wendy Bierwirth, Kate Epperly, Jeanne Morrison, and Katie Riconda for terms expiring December 31, 2022



**BARNSTABLE COUNTY
HUMAN RIGHTS ADVISORY COMMISSION**

To: Ron Bergstrom, Chair - Barnstable County Commissioner
Mary Pat Flynn, Vice Chair – Barnstable County Commissioner
Ron Beatty – Barnstable County Commissioner

From: Alan Milsted, Chair
Barnstable County Human Rights Advisory Commission

Re: Re-Appointments to the Barnstable County Human Rights Advisory Commission

CC: Jack Yunits, Barnstable County Commissioner

Date: October 25, 2019

1. In order to complete the official process of appointments to BCHRAC, successor body to the Barnstable County Human Rights Commission, of which the following were Commissioners, please accept this memo as confirmation of the following, made in accordance with the provisions of Ordinance 19-10,

Re-appointment (Limit of 6 consecutive years appointment)	Alan Milsted	Term expiration 12/31/2020
Re-appointment (End of three-year term – may be extended by an additional three years)	David Schropfer	Term expiration 12/31/2020
Re-appointment (Limit of 6 consecutive years appointment)	Dr. Kate Epperly	Term expiration 12/31/2022
Re-appointment (Limit of 6 consecutive years appointment)	Trish Oshman	Term expiration 12/31/2021
Re-appointment (Limit of 6 consecutive years appointment)	Paul Thompson	Term expiration 12/31/2020

2. Recognizing that recommendations for appointments to BCHRAC are made a volunteer joint panel, representing the Barnstable County Human Rights Commission and the Barnstable County Health and Human Services Advisory Council, BCHRAC recommends that casual appointments caused by resignations taking effect other than at December 31, are deemed to have been made from January 1 of the year of the appointment.

Thank you for your attention to this matter.

Cordially,

Alan Milsted
Chair, BCHRAC

AGENDA ITEM 8b

Authorizing the execution of a contract for a grant from the Massachusetts Office for Victim Assistance to Children's Cove, in the amount of \$4,986.00 for a period from September 03, 2019 to March 26, 2020 for professional development training at the International Symposium on Child Abuse in Huntsville, Alabama in March 2020

COMMONWEALTH OF MASSACHUSETTS - STANDARD CONTRACT FORM



This form is jointly issued and published by the Office of the Comptroller (CTR), the Executive Office for Administration and Finance (ANF), and the Operational Services Division (OSD) as the default contract for all Commonwealth Departments when another form is not prescribed by regulation or policy. The Commonwealth deems void any changes made on or by attachment (in the form of addendum, engagement letters, contract forms or invoice terms) to the terms in this published form or to the [Standard Contract Form Instructions](#), [Contractor Certifications](#) and [Commonwealth Terms and Conditions](#) which are incorporated by reference herein. Additional non-conflicting terms may be added by Attachment. Contractors are required to access published forms at CTR Forms: <https://www.macomptroller.org/forms>. Forms are also posted at OSD Forms: <https://www.mass.gov/lists/osd-forms>.

CONTRACTOR LEGAL NAME: COUNTY OF BARNSTABLE (and d/b/a):		COMMONWEALTH DEPARTMENT NAME: MASSACHUSETTS OFFICE FOR VICTIM ASSISTANCE MMARS Department Code: VWA	
Legal Address: (W-9, W-4): 3195 MAIN ST BARNSTABLE MA 02630-1105		Business Mailing Address: 1 ASHBURTON PLACE BOSTON MA 02108	
Contract Manager: STACY GALLAGHER	Phone: 508-375-0410	Billing Address (if different):	
E-Mail: SGALLAGHER@CHILDRENSCOVE.ORG	Fax:	Contract Manager: DANIEL COOPER	Phone: 617-586-1358
Contractor Vendor Code: VC6000194979		E-Mail: daniel.cooper@mass.gov	Fax:
Vendor Code Address ID (e.g. "AD001"): AD_001 (Note: The Address ID must be set up for EFT payments.)		MMARS Doc ID(s): TRAIN2020BCCC0000114	
		RF/Procurement or Other ID Number: 26889	
<input checked="" type="checkbox"/> NEW CONTRACT PROCUREMENT OR EXCEPTION TYPE: (Check one option only) <input type="checkbox"/> Statewide Contract (OSD or an OSD-designated Department) <input type="checkbox"/> Collective Purchase (Attach OSD approval, scope, budget) <input checked="" type="checkbox"/> Department Procurement (includes all Grants - 815 CMR 2.00) (Solicitation Notice or RFR, and Response or other procurement supporting documentation) <input type="checkbox"/> Emergency Contract (Attach justification for emergency, scope, budget) <input type="checkbox"/> Contract Employee (Attach Employment Status Form, scope, budget) <input type="checkbox"/> Other Procurement Exception (Attach authorizing language, legislation with specific exemption or earmark, and exception justification, scope and budget)		<input type="checkbox"/> CONTRACT AMENDMENT Enter Current Contract End Date <i>Prior</i> to Amendment: _____, 20____. Enter Amendment Amount: \$ _____. (or "no change") AMENDMENT TYPE: (Check one option only. Attach details of amendment changes.) <input type="checkbox"/> Amendment to Date, Scope or Budget (Attach updated scope and budget) <input type="checkbox"/> Interim Contract (Attach justification for Interim Contract and updated scope/budget) <input type="checkbox"/> Contract Employee (Attach any updates to scope or budget) <input type="checkbox"/> Other Procurement Exception (Attach authorizing language/justification and updated scope and budget)	
The Standard Contract Form Instructions, Contractor Certifications and the following Commonwealth Terms and Conditions document is incorporated by reference into this Contract and are legally binding: (Check ONE option): <input checked="" type="checkbox"/> Commonwealth Terms and Conditions <input type="checkbox"/> 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 . <input type="checkbox"/> 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.) <input checked="" type="checkbox"/> Maximum Obligation Contract. Enter total maximum obligation for total duration of this contract (or <i>new</i> total if Contract is being amended). \$ <u>4,986.00</u>			
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: <input checked="" type="checkbox"/> agree to standard 45 day cycle <input type="checkbox"/> statutory/legal or Ready Payments (M.G.L.c. 29, § 23A); <input type="checkbox"/> 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: COUNTY OF BARNSTABLE: CHILDREN'S COVE HAS BEEN AWARDED \$4,986.00 FROM FEDERAL GRANT 2017VAGX0021 TO ATTEND THE 36 TH INTERNATIONAL SYMPOSIUM ON CHILD ABUSE PRESENTED BY THE NATIONAL CHILDREN'S ADVOCACY CENTER (NCAC).			
ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: <input type="checkbox"/> 1. may be incurred as of the Effective Date (latest signature date below) and no obligations have been incurred prior to the Effective Date. <input type="checkbox"/> 2. may be incurred as of _____, a date LATER than the Effective Date below and no obligations have been incurred prior to the Effective Date. <input checked="" type="checkbox"/> 3. were incurred as of <u>SEPTEMBER 3, 2019</u> , 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 authorized 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 <u>MARCH 26, 2020</u> , 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 certifies that they have accessed and reviewed all documents incorporated by reference as electronically published and the Contractor makes all certifications required under the Standard Contract Form Instructions and Contractor Certifications under the pains and penalties of perjury, and further 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, this Standard Contract Form, the Standard Contract Form Instructions, Contractor Certifications, the applicable Commonwealth Terms and Conditions, 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: <u>William T Lowney</u> Print Title: <u>Executive Director</u>	



COMMONWEALTH TERMS AND CONDITIONS

This Commonwealth Terms and Conditions form is jointly issued by the Executive Office for Administration and Finance (ANF), the Office of the Comptroller (CTR) and the Operational Services Division (OSD) for use by all Commonwealth of Massachusetts ("State") Departments and Contractors. ***Any changes or electronic alterations by either the Department or the Contractor to the official version of this form, as jointly published by ANF, CTR and OSD, shall be void.*** Upon execution of the Standard Contract Form these Commonwealth Terms and Conditions will be incorporated by reference. Performance shall include services rendered, obligations due, costs incurred, commodities and deliverables provided and accepted by the Department, programs provided or other commitments authorized under a Contract. A deliverable shall include any tangible product to be delivered as an element of performance under a Contract. The Commonwealth is entitled to ownership and possession of all deliverables purchased or developed with State funds. Contract shall mean the Standard Contract Form issued jointly by ANF, CTR and OSD.

1. Contract Effective Start Date. Notwithstanding verbal or other representations by the parties, the effective start date of performance under a Contract shall be the later of the date the Contract was executed by an authorized signatory of the Contractor, the date the Contract was executed by an authorized signatory of the Department, the date specified in the Contract, or the date of any approvals required by law or regulation.

2. Payments And Compensation. The Contractor shall only be compensated for performance delivered and accepted by the Department in accordance with the specific terms and conditions of a Contract. All Contract payments are subject to appropriation pursuant to [M.G.L. c. 29, § 26](#), or the availability of sufficient non-appropriated funds for the purposes of a Contract, and shall be subject to intercept pursuant to [M.G.L. c. 7A, § 3](#) and [815 CMR 9.00](#). Overpayments shall be reimbursed by the Contractor or may be offset by the Department from future payments in accordance with state finance law. Acceptance by the Contractor of any payment or partial payment, without any written objection by the Contractor, shall in each instance operate as a release and discharge of the State from all claims, liabilities or other obligations relating to the performance of a Contract.

3. Contractor Payment Mechanism. All Contractors will be paid using the Comptroller's payment system unless a different payment mechanism is required. The Contractor shall timely submit invoices and supporting documentation as prescribed in a Contract. The Department shall review and return rejected invoices within fifteen (15) days of receipt with a written explanation for rejection. Payments shall be made in accordance with the bill paying policy issued by the Office of the Comptroller and [815 CMR 4.00](#), provided that payment periods listed in a Contract of less than forty-five (45) days from the date of receipt of an invoice shall be effective only to enable a Department to take advantage of early payment incentives and shall not subject any payment made within the forty-five (45) day period to a penalty. The Contractor Payroll System shall be used only for Individual Contractors who have been determined to be Contract Employees as a result of the Department's completion of an Internal Revenue Service SS-8 form in accordance with the Omnibus Budget Reconciliation Act (OBRA) 1990, and shall automatically process all state and federal mandated payroll, tax and retirement deductions.

4. Contract Termination Or Suspension. A Contract shall terminate on the date specified in a Contract, unless this date is properly amended in accordance with all applicable laws and regulations prior to this date, or unless terminated or suspended under this Section upon prior written notice to the Contractor. The Department may terminate a Contract without cause and without penalty, or may terminate or suspend a Contract if the Contractor breaches any material term or condition or fails to perform or fulfill any material obligation required by a Contract, or in the event of an elimination of an appropriation or availability of sufficient funds for the purposes of a Contract, or in the event of an unforeseen

public emergency mandating immediate Department action. Upon immediate notification to the other party, neither the Department nor the Contractor shall be deemed to be in breach for failure or delay in performance due to Acts of God or other causes factually beyond their control and without their fault or negligence. Subcontractor failure to perform or price increases due to market fluctuations or product availability will not be deemed factually beyond the Contractor's control.

5. Written Notice. Any notice shall be deemed delivered and received when submitted in writing in person or when delivered by any other appropriate method evidencing actual receipt by the Department or the Contractor. Any written notice of termination or suspension delivered to the Contractor shall state the effective date and period of the notice, the reasons for the termination or suspension, if applicable, any alleged breach or failure to perform, a reasonable period to cure any alleged breach or failure to perform, if applicable, and any instructions or restrictions concerning allowable activities, costs or expenditures by the Contractor during the notice period.

6. Confidentiality. The Contractor shall comply with [M.G.L. c. 66A](#) if the Contractor becomes a "holder" of "personal data". The Contractor shall also protect the physical security and restrict any access to personal or other Department data in the Contractor's possession, or used by the Contractor in the performance of a Contract, which shall include, but is not limited to, the Department's public records, documents, files, software, equipment or systems.

7. Record-keeping And Retention, Inspection Of Records. The Contractor shall maintain records, books, files and other data as specified in a Contract and in such detail as shall properly substantiate claims for payment under a Contract, for a minimum retention period of six (6) years beginning on the first day after the final payment under a Contract, or such longer period as is necessary for the resolution of any litigation, claim, negotiation, audit or other inquiry involving a Contract. The Department shall have access, as well as any parties identified under [Executive Order 195](#), during the Contractor's regular business hours and upon reasonable prior notice, to such records, including on-site reviews and reproduction of such records at a reasonable expense.

8. Assignment. The Contractor may not assign or delegate, in whole or in part, or otherwise transfer any liability, responsibility, obligation, duty or interest under a Contract, with the exception that the Contractor shall be authorized to assign present and prospective claims for money due to the Contractor pursuant to a Contract in accordance with [M.G.L. c. 106, § 9-318](#). The Contractor must provide sufficient notice of assignment and supporting documentation to enable the Department to verify and implement the assignment. Payments to third party assignees will be processed as if such payments were being made directly to the Contractor and these payments will be subject to intercept, offset, counter claims or any other Department rights which are available to the Department or the State against the Contractor.

9. Subcontracting By Contractor. Any subcontract entered into by the Contractor for the purposes of fulfilling the obligations under a Contract must be in writing, authorized in advance by the Department and shall be consistent with and subject to the provisions of these Commonwealth Terms and Conditions and a Contract. Subcontracts will not relieve or discharge the Contractor from any duty, obligation, responsibility or liability arising under a Contract. The Department is entitled to copies of all subcontracts and shall not be bound by any provisions contained in a subcontract to which it is not a party.

10. Affirmative Action, Non-Discrimination In Hiring And Employment. The Contractor shall comply with all federal and state laws, rules and regulations promoting fair employment practices or prohibiting employment discrimination and unfair labor practices and shall not discriminate in the hiring of any applicant for employment nor shall any qualified employee be demoted, discharged or otherwise subject to discrimination in the tenure, position, promotional opportunities, wages, benefits or terms and conditions of their employment because of race, color, national origin, ancestry, age, sex, religion, disability,



COMMONWEALTH TERMS AND CONDITIONS

handicap, sexual orientation or for exercising any rights afforded by law. The Contractor commits to purchasing 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.

11. Indemnification. Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, including the Department, its agents, officers and employees against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement or other damages that the State may sustain which arise out of or in connection with the Contractor's performance of a Contract, including but not limited to the negligence, reckless or intentional conduct of the Contractor, its agents, officers, employees or subcontractors. The Contractor shall at no time be considered an agent or representative of the Department or the State. After prompt notification of a claim by the State, the Contractor shall have an opportunity to participate in the defense of such claim and any negotiated settlement agreement or judgment. The State shall not be liable for any costs incurred by the Contractor arising under this paragraph. Any indemnification of the Contractor shall be subject to appropriation and applicable law.

12. Waivers. Forbearance or indulgence in any form or manner by a party shall not be construed as a waiver, nor in any way limit the legal or equitable remedies available to that party. No waiver by either party of any default or breach shall constitute a waiver of any subsequent default or breach.

13. Risk Of Loss. The Contractor shall bear the risk of loss for any Contractor materials used for a Contract and for all deliverables, Department personal or other data which is in the possession of the Contractor or used by the Contractor in the performance of a Contract, until possession, ownership and full legal title to the deliverables are transferred to and accepted by the Department.

14. Forum, Choice of Law And Mediation. Any actions arising out of a Contract shall be governed by the laws of Massachusetts, and shall be brought and maintained in a state or federal court in Massachusetts which shall have exclusive jurisdiction thereof. The Department, with the approval of the Attorney General's Office, and the Contractor may agree to voluntary mediation through the Massachusetts Office of Dispute Resolution (MODR) of any Contract dispute and will share the costs of such mediation. No legal or equitable rights of the parties shall be limited by this Section.

15. Contract Boilerplate Interpretation, Severability, Conflicts With Law, Integration. Any amendment or attachment to any Contract which contains conflicting language or has the effect of a deleting, replacing or modifying any printed language of these Commonwealth Terms and Conditions, as officially published by ANF, CTR and OSD, shall be interpreted as superseded by the official printed language. If any provision of a Contract is found to be superseded by state or federal law or regulation, in whole or in part, then both parties shall be relieved of all obligations under that provision only to the extent necessary to comply with the superseding law; provided however, that the remaining provisions of the Contract, or portions thereof, shall be enforced to the fullest extent permitted by law. All amendments must be executed by the parties in accordance with Section 1 of these Commonwealth Terms and Conditions and filed with the original record copy of a Contract as prescribed by CTR. The printed language of the Standard Contract Form, as officially published by ANF, CTR and OSD, which incorporates by reference these Commonwealth Terms and Conditions, shall supersede any conflicting verbal or written agreements relating to the performance of a Contract, or attached thereto, including contract forms, purchase orders or invoices of the Contractor. The order of priority of documents to interpret a Contract shall be as follows: the printed language of the Commonwealth Terms and Conditions, the Standard Contract Form, the Department's Request for Response (RFR) solicitation document and the Contractor's Response to the RFR solicitation, excluding any language stricken by a Department as unacceptable and including any negotiated terms and conditions allowable pursuant to law or regulation.

IN WITNESS WHEREOF, the Contractor certifies under the pains and penalties of perjury that it shall comply with these Commonwealth Terms and Conditions for any applicable Contract executed with the Commonwealth as certified by their authorized signatory signing the Standard Contract Form.



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

Resource Development and AmeriCorps Cape Cod

P.O. Box 427
Barnstable, MA 02630
Bobbi Moritz
(508) 375-6873 phone



NEW FUND MEMO REQUEST

DATE: 11-6-2019
TO: County Commissioners
FROM: Bobbi Moritz (RDO)
SUBJECT: NEW FUND REQUEST: FY20 VICTIM SERVICES TRAINING GRANT

Barnstable County CHILDREN'S COVE received an FY20 AWARD (Victim Services Training Grant) from the MA Office for Victim Assistance (MOVA) in the amount of \$4,986.00. Funds will be used for staff professional development training expenses. (Education of Employees and Out-of-State Travel)

Please authorize the Finance Department to establish a new fund for this contract.

The Contract is attached for your reference.

Please return this signed document to me at the RDO so that I can submit a Budget Memo to the Finance Department.

Respectfully submitted,

Bobbi Moritz
Resource Development Officer

Ron Bergstrom
Chair

Mary Pat Flynn
Vice Chair

Ronald R. Beaty
County Commissioner

Date

AGENDA ITEM 8c

Authorizing the award of microgrants, as recommended by the Barnstable County Economic Development Council, to: Friends or Relatives with Autism and Related Disabilities (FORWARD); the Town of Yarmouth, and WCAI, Local National Public Radio (NPR) Station for the Cape, Coast & Islands



CAPE COD
COMMISSION

Memorandum

DATE: NOVEMBER 7, 2019

TO: BARNSTABLE COUNTY BOARD OF REGIONAL COMMISSIONERS

FROM: ERIN PERRY, DEPUTY DIRECTOR

RE: FY20 BARNSTABLE COUNTY LICENSE PLATE GRANT PROGRAM

On November 5, 2019, the Barnstable County Economic Development Council (BCEDC) voted to approve the recommendation of the Grants Subcommittee to fund three proposals for Micro Grants (up to \$10,000) and request seven full proposals for the Major Grants program (up to \$150,000). Requests for full proposals for the Major Grants program will be sent to selected applicants by Cape Cod Commission staff, on behalf of the BCEDC, this month.

Proposals were submitted in response to the FY20 Request for Proposals issued in August 2019. The License Plate Grant Program is intended to support regional priorities for economic development and achievement of long-term economic diversity and sustainability, and projects must align with the priorities named in the 2019 Cape Cod Comprehensive Economic Development Strategy. The FY20 Grant Program has allocated approximately \$30,000 for micro grants and \$150,000 for major grants.

The total requested funds for Major Grants was \$1,490,699 (from 15 applicants). The total requested funds for micro grants was \$115,415 (14 applicants).

On behalf of the BCEDC, I am forwarding the recommendation for funding of the following three Micro Grant proposals for consideration and award by the Barnstable County Board of Regional Commissioners:

- Town of Yarmouth (\$10,000 request, \$10,000 match): To conduct a feasibility study and perform identified building upgrades to accommodate expanded use at the former Laurence MacArthur Elementary School Building in Yarmouth
- FORWARD – Friends or Relatives with Autism and Related Disabilities (\$10,000 request): To fund a Task Force and Market Analysis to evaluate the level of need

for new affordable supportive rental housing for individuals with Intellectual and Developmental Disabilities (IDD), and to determine the most effective use of resources in addressing the built environment and service support needs of this population.

- WCAI (\$10,000 request, \$30,000 match): Funds for radio/online reporter covering the human impacts of climate change across the Cape Cod region.

Thank you for your consideration.

APPROVED:

Ronald Bergstrom, Chair

Mary Pat Flynn, Vice-Chair

Ronald Beaty, Commissioner

Date

AGENDA ITEM 8d

Authorizing the execution of the discharge of a mortgage by Caroline M. Corrigan to Barnstable County, dated December 11, 2017, recorded with the Barnstable County Land Court Registry as Document 1336297

DISCHARGE OF MORTGAGE

Barnstable County, which is organized and existing under the laws of The Commonwealth of Massachusetts, is the holder of a mortgage by **Caroline M. Corrigan**, to **Barnstable County**, which is organized and existing under the laws of The Commonwealth of Massachusetts, dated December 11, 2017 recorded with the Barnstable County Land Court Registry as Document 1336297, acknowledges satisfaction of the same.

Witness our hand and seal this ____ day of _____, 2019

BARNSTABLE COUNTY, As County Commissioners

Ronald Bergstrom

Mary Pat Flynn

Ronald R. Beaty

COMMONWEALTH OF MASSACHUSETTS

Barnstable, ss.

On this ____ day of _____, 2019, before me, the undersigned notary public personally appeared **Ronald Bergstrom, Mary Pat Flynn** and **Ronald R. Beaty**, as Barnstable County Commissioners, 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: _____