



TOWN COUNCIL
Committee to Assess Homelessness in Hyannis
Selectmen's Conference Room

Tuesday May 5, 2016
MEETING MINUTES

I. BUSINESS

A. Roll Call:

Members present: Chair of Committee Councilor Jennifer Cullum, Councilor Frederick Chirigotis, Councilor James Crocker Jr.; Councilor James Tinsley; Councilor Debra Dagwan **OTHERS IN ATTENDANCE:** Lt. J. Challies; Sgt. J. Ellis, Barnstable Police, **ABSENT:** Deb Krau

Chair of the Committee Councilor Jennifer Cullum opened up the meeting at 6:00 with public comment.

Elizabeth Wurfbain of the Transitional Living Center Committee spoke about the frustration associated in looking for a Transitional Living Center site. Elizabeth stated they were looking at land around the Airport until it was discovered that there is a 25 foot buffer around the Airport designated as a crash buffer zone and building is not allowed. Chair of the Committee asked that Elizabeth should come to the next Town Council Meeting and request the help that she has just asked for from the entire Council. Councilor Frederick Chirigotis stated the problem is Barnstable has no authority outside of the Town of Barnstable to do anything, so sites are great but they have to be in the Town of Barnstable. We need some assistance from the state in looking for a piece of property outside of town. Elizabeth said that she believes it is a county issue. Councilor Chirigotis said he agrees. Elizabeth said she is trying to pull the County in and not push them in. The President of the Town Council wrote a letter to the County in support after a meeting we were at on April 26, 2016. Chair of the Committee said that updates on your progress from your Committee is helpful and we need to have feedback from your Committee so that we can support the efforts you have done so far, but we do not know what you have done. There are a couple of Town Councilors that have direct contact with this issue, one being Councilor Paul Hebert, who has done this work for 20 plus years and Councilor Will Crocker Jr. who has contact with Karyn Polito, Lieutenant Governor of Massachusetts, Chair of the Committee has asked that Elizabeth come to one of the Town Council Meetings and speak to the entire Council. Chair of the committee closed public comment.

Chair of the Committee asked Mark Ells, Assistant Town Manager

Town Grant funded - Confirmed that a grant for funding a homeless outreach coordinator funded by the Town of Barnstable and to be awarded to a nonprofit organization is exempt from 30B.

1. Generate qualifications/scope of services to include but not limited to:
 - a. Minimum qualifications/education/experience of the successful grantee.
 - See Appendix A
 - b. Scope of services could include;
 - i. Mission statement of program:
 - ii. Detailed goals and expected outcome of grant program:
 - See Appendix B
 - iii. Milestones:

- iv. Deliverables:
 - See Appendix C
- v. Detailed services that the consultant would provide:
- vi. Reporting requirements/frequency:
- vii. Have the potential grantees submit a detailed plan of services on how they would propose to deliver the grant services and meet the goals, milestones and deliverables required by the grant:
- viii. Town Manager's office is responsible for managing the Grant
- ix. Include sample contract agreement.
 - See Appendix D

Appendix A - Draft Minimum Qualifications:

Preferred Education and Experience: Master's degree or higher level in social work, psychology, sociology, counseling, counseling education, human services, or other related field with more than three (3) years' experience in related field. One year working in administration and program management. Experience in coordinating inter-agency communications in social services field. Experience working with homeless or near homeless population. Experience in working with computers and client level data base management.

Appendix B- Draft Goals and Outcomes:

The Outreach Coordinator assists the Town of Barnstable in meeting the needs of homelessness through direct coordination with Town, County, State, and social service agencies. Must be able to work independently. Acts as a knowledgeable liaison to community, government and non-profit agencies that serve the target population. Responsible for monitoring the coordination of said agencies and reporting progress toward objectives agreed to by the Town, agencies, and organizations involved in this effort to the Town Administration and Sub Committee on Homelessness.

Barnstable Community Crisis Intervention Team (CCIT)

This meeting occurs monthly and includes staff from the Barnstable Police Community Impact Unit, Barnstable District Court Probation Department, Cape Cod Healthcare, Vinfen, Department of Mental Health, Duffy Health Center, and the Housing Assistance Corporation. The meeting focuses on systems level issues and facilitates a multi-agency approach to addressing problems within the target population which includes the homeless, drug/alcohol addicted and mentally ill. Individuals in need of services are identified and case management is discussed including innovative strategies for jail diversion and implementation of support services to ensure as an efficient and effective effort as possible. The establishment of a CCIT and monthly CCIT meetings are a requirement of the DMH grant received by Barnstable Police to maintain their Innovative Jail Diversion Program.

Appendix C - Draft Deliverables:

Establish and maintain working relationships with multiple community-based service agencies.

Serving as a liaison between the Town and community service provider network to coordinate a multi-agency team approach to addressing problems within the targeted population.

Coordinate with Barnstable Police Department and agencies providing outreach services to target population to ensure as an efficient and effective effort as possible. (performance measures needed)

- Identify and problem solve with individual agencies with the goal of increasing the efficiency and effectiveness of service delivery.
- Strengthen relationships between the Town and agencies to better serve the target population.
- Record and disseminate information derived from this effort to ensure uniformity in service response and delivery.

Communication with Barnstable Police Department and agencies providing outreach services to improve coverage of said services by participating organizations when/as needed.

Provide Town Manager's Office and Town Council Subcommittee with weekly reporting on activities including:

- success of coordination efforts,
- requests for assistance
- recommendations for improvements to achieve the objectives of the coordination efforts.

Appendix D – Draft Contract

(SAMPLE)

TOWN OF BARNSTABLE, MASSACHUSETTS

AGREEMENT BETWEEN CONSULTANT AND TOWN

The AGREEMENT made this ____ day of _____ 2016 by and between the Town of Barnstable, Massachusetts, hereinafter referred to as the "Town", and the _____, with legal address and principal place of business at _____, hereinafter referred to as the "CONSULTANT".

Witnessed: That for and in consideration of payments and agreements hereinafter mentioned, to be made and performed by the TOWN, CONSULTANT hereby agrees with the TOWN to provide professional consultant services as specified in this Agreement for a not to exceed price of \$_____.

Description of Scope of Services - per Request for Proposal and as negotiated.

NOW, THEREFORE, the CONSULTANT, for the compensation set forth, agrees to furnish professional consultant services provide consulting services for the Town as outlined in the Request for Proposal documents attached and made part of the contract along with the CONSULTANT'S proposal as accepted. The CONSULTANT shall provide competent consultant services in accordance with accepted standards of the profession.

SECTION ONE: Terms and Conditions

Town hereby contracts with the CONSULTANT to provide consultant services and associated work specified herein upon the terms and conditions hereinafter stated for the duration of the contract term. The duration of this contract is estimated to be _____.

All information acquired by the CONSULTANT from the municipality or from others at the expense of the municipality in performance of the Agreement, shall be and remains the property of the municipality. All records, data file, computer records work sheets, deliverable products complete and incomplete, and all other types of information prepared or acquired by the CONSULTANT for delivery to the Town shall be and remain the property of the Town upon payment thereof.

The Town and the CONSULTANT shall cooperate in maintaining good public relations throughout the period of this contract term.

The Contract shall be subject to **Force Majeure** considerations and in the event that either party hereto shall be prevented from the performance of any act required there under by reasons of strikes, lockouts, labor trouble, inability to procure materials, failure of power, fire, winds, Acts of God, riots, insurrections, war or other reason of a like nature not reasonably within the control of the party in performing any obligations shall be excused for the period of non-performance, and the period for the performance of such obligation shall be extended for an equivalent period for no additional cost to the Town.

Continued failure to perform for periods aggregating sixty (60) or more days, even for causes beyond the control of the CONSULTANT, shall be deemed to render performance impossible, and the Town shall thereafter have the right to terminate this agreement in accordance with the provisions of the section entitled "Termination of Contract."

SECTION TWO: Contract Documents

This Agreement shall include the following documents that are attached hereto and incorporated by reference:

Attachment A – Request for Proposal Documents, Town of Barnstable

Attachment B – Schedule of Services and Deliverables (as negotiated with CONSULTANT)

Attachment C – Proposal submitted by Consultant as a result of Town's RFP

SECTION THREE: CONSULTANT's Warranties and Representations

The CONSULTANT represents that it will provide the services described above in a professional, efficient manner.

Any instance where the CONSULTANT is unable to perform as required by this Agreement should be reported directly to the Town designee responsible for this contract. Their direction from that point will dictate the actions of the CONSULTANT.

SECTION FOUR: Compensation and Payment Terms

Grant funds must be first expended by the CONSULTANT and then submitted to the Town of Barnstable for reimbursement on a quarterly basis. Invoice to include a detailed accounting of the expenditures and copies of all invoices and contracts applicable to the grant award.

Overall project management will be the responsibility of _____, representing CONSULTANT. These individuals are key personnel and any change in key personnel requires immediate notification of the Town. Failure to notify the Town of such changes and negotiate a change to this term of the Agreement that is deemed satisfactory to the Town shall be deemed to render performance impossible, and the Town shall thereafter have the right to terminate this agreement in accordance with the provisions of the section entitled "Termination of Contract." Should it become impossible for a contracted individual employed by the CONSULTANT to complete his duties, for a reason such as termination of employment, any change in the CONSULTANTS staffing as outlined below will be subject to the approval of the Town. The Town shall notify the CONSULTANT within fifteen (15) days of the acceptance or rejection of any such staff substitutions. Any substituted person must be of an experience level equal to or greater than the person being replaced.

Work under this contract shall not exceed the amount without written authorization by the Town of Barnstable.

All such invoices will be paid promptly (no later than 30 days) by the Town unless any items thereon are questioned, in which event the questioned portion of the payment will be withheld pending verifications of the amount claimed and the validity of the claim.

The Town will notify the CONSULTANT of any questions within five (5) working days of receipt of an invoice. CONSULTANT shall provide complete cooperation during any investigation.

Invoice should refer to the Contract Title and provide project detail adequate for the reviewing individual to approve for payment and should be submitted to the following address:

TOWN OF BARNSTABLE
Town Manager
367 Main Street
Hyannis, MA 02601

A budget status report shall accompany the invoice summarizing each task identified in this contract, budget expended to date, and percent of work completed to date.

SECTION FIVE: Termination of Contract

Subject to the provisions explaining **Force Majeure**, if the CONSULTANT shall fail to fulfill in a timely and satisfactory manner its obligations under this agreement, or if the CONSULTANT shall violate any of the covenants, conditions, or stipulations of this agreement, which failure or violation shall continue for seven (7) business days after written notice of such failure or violation is received by the CONSULTANT, then the Town shall thereupon have the right to terminate this agreement by giving written notice to the CONSULTANT of such termination and specifying the effective date thereof, at least seven (7) days before the effective date of such termination.

SECTION SIX: Insurance

As noted in the attached Request for Proposal documents dated _____ as issued by the Town of Barnstable

General – The CONSULTANT shall before commencing performance of the Agreement be responsible for providing and maintaining insurance coverage in force for the life of the contract of the kind and in adequate amounts to secure all of the obligations under the contract and with insurance companies licensed to write insurance in the Commonwealth of Massachusetts. This includes evidence of Workers Compensation Insurance.

Failure to provide and continue in force such insurance as aforesaid shall be deemed a material breach of this Agreement, and may constitute sufficient grounds for immediate termination of the same. All insurance maintained as provided for in the above shall be taken out and maintained at the sole expense of the CONSULTANT.

No cancellations of such insurance, whether by the insurer or by the insured party shall be valid unless written notice thereof is given by the parties proposing cancellation to the other party and to the Town of Barnstable at least fifteen (15) days prior to the intended effective date thereof, which date shall be expressed in said notice, which shall be sent out by registered mail, return receipt requested. These provisions shall apply to the legal representatives, trustees in bankruptcy, receiver, assignee, trustee, and the successor in interest of the CONSULTANT.

CONSULTANT's Comprehensive General Public Liability and Property Damage Liability Insurance - The CONSULTANT shall carry Comprehensive General Public Liability Insurance for its employees at sufficient levels to cover all damages incurred or caused by contracted employees of the awarded CONSULTANT. The Town of Barnstable must be named as an additional insured and as a certificate holder on each of the insurance policies. Upon execution of the Agreement, the CONSULTANT will provide copies of certificates of insurance to the Town. All Insurance coverage shall be placed with such company as may be acceptable to the Town of Barnstable.

The CONSULTANT shall indemnify and hold harmless the Town of Barnstable, its elected or duly appointed offices, directors and employees, against liability, losses, damages, or expenses (including legal expenses) resulting from any claim based upon negligent or intentional misdeeds or omission of the CONSULTANT, its employees or its agents in providing its services to employees of the municipality or their dependents pursuant to the Agreement.

SECTION SEVEN: Future Works

Work required beyond the Scope of Work in this Agreement, including additional analysis, meetings, or liaison work, shall be completed by the CONSULTANT, if requested in writing by the Town. Such changes, including an increase or decrease in the amount of compensation, which are mutually agreed upon in writing by the Town and the CONSULTANT shall be incorporated as written amendments to this Agreement.

SECTION EIGHT: Controlling Law

The laws of the Commonwealth of Massachusetts shall govern this Agreement.

SECTION NINE: Equal Employment Opportunity Anti-Discrimination Program

During the performance of this Agreement, the CONSULTANT, for himself, his assignees, and successors in interest, agree as follows:

- A. The CONSULTANT, in the performance of all work after award and prior to completion of the contract work, will not discriminate on grounds of race, color, religious creed, national origin, age or sex in employment practices, in the selection or retention of subcontractors. Fair Employment Practices Law of the Commonwealth (MGL Chapter 151B).

The CONSULTANT by signing the Agreement offered by the Town agrees to abide by the above paragraph to the best of his/her ability.

SECTION TEN: Entire Contract

This Agreement constitutes the entire understanding and Agreement between the parties hereto and supersedes all prior and contemporaneous written Agreements between the parties and their predecessors in interest regarding the subject matter of this contract. The CONSULTANT may not be changed, altered, amended, modified or terminated orally, except as specified provided, and any such change, alteration, or modification must be in writing and executed by the parties hereto.

SECTION ELEVEN: Notices

Whenever any provision of this Agreement requires the giving of written notice to the Town, it shall be deemed to have been validly given if delivered by person or by registered mail to the following: Town of Barnstable, 230 South Street, Hyannis, MA 02601. For purposes of this Agreement, the Town's representative shall be _____.

IN WITNESS WHEREOF, the parties executed this contract under their several seals the day and year first written above. The cost of professional CONSULTANT services identified by this Agreement totals \$_____. Authorization to proceed on any task identified in the Scope of Work requires written authorization of the Town.

The CONSULTANT is authorized to proceed with Tasks _____, (\$X,XXX) upon the signing of this Agreement with the Town. No other tasks as listed in the Description of Scope of Services on page 1 of this Agreement shall proceed without written authorization of the Town.

By:

CONSULTANT

By:

Town Manager

Approved as to form

Ruth Weil, Town Attorney

This is to certify the Town of Barnstable has an appropriation that is adequate to cover the cost of this contract

Mark Milne, Finance Director

This is intended for a contract service, looking for an individual that would come in with a Master's degree or higher level in social work, psychology, sociology, counseling, counseling education, human services, or other related field with more than three (3) years' experience in related field. This individual will report back to us as well as working close with all the Service Agencies in Hyannis. This individual will meet also with the Barnstable Police Community Impact Unit, Barnstable District Court Probation Department, Cape Cod Healthcare, Vinfen, Department of Mental Health, Duffy Health Center, and the Housing Assistance Corporation to have a coordinated effort combined with all the agencies. Assistant Town Manager, Mark Ells looked at funding options as well and mentioned that the Lorusso Foundation has matching funds that will also help fund this position. There is going to be an item on the Agenda for acceptance of this grant from the Lorusso Foundation for the funding of this position. Chair of the Committee wanted to address the measurables, weekly reports, monthly reports and summer reports, and also the dormant months. Councilor Crocker said we should have a start before they start, so that we have actions and reactions so we have as much as we need in a measurable milestone so that we know if there is

any improvement in what our efforts have been thus far. Assistant Town Manager, Mark Ells agreed that all the reporting will take place and reports will be delivered on progress or on anything that needs to be fixed. Councilor Crocker said the monthly reporting would also give us flexibility to actually improve as the program and the position moves forward. Councilor Tinsley said as soon as we get this going for the first year we will be able to measure it for the second year and fine tweak the position if needed.

Chair of the Committee thanked Mark for preparing this document and presenting it tonight.

Councilor James Crocker Jr. made a motion to take the document dated May 5, 2016 through you Chairperson of this Committee by Assistant Town Manager Mark Ells and forward to the full Council for consideration as the Request for Proposal. All members present voted in favor of this motion, Unanimous vote of approval.

The Chair of the Committee Councilor Jennifer Cullum asked for a motion to adjourn, motion made by Councilor James Tinsley, all members voted in favor of adjournment.

ADJOURNED: 6:55PM

NEXT MEETING: May 11, 2016 5:30pm