DATE: January 4, 2017
TO: Barnstable County Commissioners
FROM: Gail Coyne, Chief Fiscal Officer
RE: New Fund Request

Your approval is requested to create a new special revenue fund for the attached District Local Technical Assistance agreement in the amount of $186,965 from the Massachusetts Department of Housing and Community Development.

Thank you for your consideration.

__________________________
Leo Cakounes, Chair

__________________________
Mary Pat Flynn, Vice-Chair

__________________________
Ronald Beaty, Commissioner

Date
This form is jointly issued and published by the Executive Office for Administration and Finance (EOAF), the Office of the Comptroller (OCR) and the Operations 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 not 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/opa under Guidance For Vendors - Forms or www.mass.gov/opa under OSD Forms.

**CONTRACTOR LEGAL NAME:** Barnstable County - Cape Cod Commission (and dba(s))

**Legal Address:** (W-9, W-4, T&C): 3225 Main Street, Barnstable, MA 02630

**Contract Manager:** Patty Daley

**E-Mail:** pdaley@capecodcommission.org

**Phone:** 508-744-1212  Fax: 508-362-3136

**Contractor Vendor Code:** VC000194979

**Vendor Code Address ID (e.g. "A001"):** AD 001

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

**NEW CONTRACT**

**PROCUREMENT OR EXCEPTION TYPE:** (Check one option only)

☐ Statewide Contract (OSD or an OSD-designated Department)

☐ Collective Purchase (Attach OSD approval, scope, budget)

☐ Department Procurement (includes State or Federal grants 815 CMR 2.00)

☐ Interim Contract (Attach justification for emergency, scope, budget)

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

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

**COMMONWEALTH DEPARTMENT NAME:** Department of Housing and Community Development

**MMARS Department Code:** OCD

**Business Mailing Address:** 100 Cambridge Street, Suite 300, Boston, MA 02114

**Billing Address (if different):**

**Contract Manager:** Julissa Tavarez

**E-Mail:** julissa.tavarez@state.ma.us

**Phone:** 617-573-1407  Fax: 617-573-1450

**MMARS Doc ID(s):**

☐ RFR/Procurement or Other ID Number:

**CONTRACT AMENDMENT**

Enter Current Contract End Date Prior to Amendment: __________20________

Enter Amendment Amount: $____ (or "No Change")

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

☐ 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/Other (Attach authorizing language/justification and updated scope and budget)

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

☐ 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 interlocal for Commonwealth owned debts under 815 CMR 9.00.

☐ 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.)

☐ Maximum Obligation Contract Enter Total Maximum Obligation for total duration of this Contract (or new Total if Contract is being amended): $185,365

**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, identity reason: % Agree to standard 45 day cycle % statutory/legal or Ready Payments (G.L. c. 26, § 23a); % Offer for payments (all subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discount Policy).

**BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT:** (Enter the Contract title, purpose, fiscal years) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications. ________

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

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

☐ 2. may be incurred as of __________20________ a date LATER than the Effective Date below and no obligations have been incurred prior to the Effective Date.

☐ 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 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 __________December 31, 2017________, with no new obligations being incurred after this date unless the Contract is properly amended, provided 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 Contract Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, or that a 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 herein) under the laws and rules of Massachusetts, including the Instructions for Contractor Certifications, the Request for Response (RFR) and the Contractors Response, and the Contractor's Response and any other agreement reached between the Contractor and the Commonwealth, which includes any written agreement and any statements of work by the Contractor, including the Instructions for Contractor Certifications, the Request for Response (RFR) and the Contractors Response, and any other agreement reached between the Contractor and the Commonwealth.

**AUTHORIZING SIGNATURE FOR THE CONTRACTOR:**

X: ____________ Date: ____________

Signature and Date Must Be Handwritten At Time of Signature

Print Name: Leo Caulacasia, Mary Pat Flynn, Ronald Beatty

Print Title: Barnstable County Commissioners

**AUTHORIZING SIGNATURE FOR THE COMMONWEALTH:**

X: ____________ Date: ____________

Signature and Date Must Be Handwritten At Time of Signature

Print Name: Chrystie Kempegan

Print Title: Undersecretary

(Updated 3/21/2014) Page 1 of 4
COMMONWEALTH OF MASSACHUSETTS - STANDARD CONTRACT FORM

ANTICIPATED START DATE

The Department and Contractor must certify within obligations under this Contract/ Amendment may be incurred. Option 1 is the default unless the project performance begins as of the Effective Date (including in the event of any amendments to the contract, in which case a new start date shall be substituted for the

CONTRACT END DATE

The Department may enter the date that Contract performance will terminate. If the Contract is being amended and the Contract End Date is not changing, this date must be re-entered again here. The Contract must be signed at least 30 days prior to the effective date of the Contract. If the Contract is not signed, the Contract will be terminated.

CERTIFICATIONS AND EXECUTION

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

ANTICIPATED CONTRACT START Date

Acceptance of performance by the Contractor shall waive any right of the Contractor to claim the Contract/Amendment is not valid or the Contractor may not void the Contract. Rubber stamps, typed or other images are not acceptable. If the Contract is not signed, the Contractor must execute the Contract in writing. If the Contract is not signed, the Contractor must execute the Contract in writing.

ANTICIPATED START Date

Rubber stamps, typed or other images are not accepted. The Contractor may be an employee within the Department legally authorized to represent the Contractor. See Department Head Signature Authorization Policy. The Department must have the legislative funding appropriated for all of the costs of the Contract or funding allocated under an approved supplemental Service Agreement (SFA). A Department may not contract for performance to be delivered to or by another state department or entity (unless this Contract is a Statewide Contract). For Contracts requiring Secretarial signature, evidence of Secretarial signature must be included in the Contract file.

CONTRACTOR CERTIFICATIONS AND LEGAL REFERENCES

Attaching verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the date the last page of the Contract is set forth in the contract, shall be signed and dated and a certified copy of the contract shall be provided to the Department or other entity of which the Contract applies.

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 delegate Commonwealth rights to deliverables by contract. Contraction will be products developed with Commonwealth resources without just compensation. The Contractor shall 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 the Contract, that performance shall be timely and meet or exceed industry standards for the performance required, including obtaining required licenses, regulations, permits, resources for performance, and sufficient professional, legal, and other qualifications to perform the services as described in the contract. If the Contractor is a business, the Contractor certifies that it is listed under the Secretary'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 under the Commonwealth and any Contract, it has not been involved in any investigation or proceeding, and any such investigation or proceeding has been resolved to the satisfaction of the Commonwealth and any related State agency.

Critical dates. The Contractor certifies that this Contract has been offered in good faith and without collusion, fraud or unfair trade practices with any other person, and that all terms of the contract, including the terms of agreements with the Department, and any other appropriate parties, are fair and reasonable. The Contractor further certifies that all provisions of the contract are legal and that all agreements, including those with the Commonwealth, are in compliance with all applicable laws, regulations, and orders.

Public Rights of Access. The Contractor shall provide full access to records related to performance and compliance to the Department and officials listed under Executive Orders 155 and G.L. c. 41, § 12, section (7) years before the first day after the fiscal year that the contract is or is not entered into, or is terminated under Executive Order 156 and G.L. c. 41, § 12, section (7) years before the first day after the fiscal year that the contract is or is not entered into, or is terminated under Executive Order 156 and G.L. c. 41, § 12, section (7) years before the first day after the fiscal year that the contract is or is not entered into, or is terminated under Executive Order 156.

Anticipated Start Date: [Date]

Anticipated Contract End Date: [Date]

Contract shall be signed no later than [Date]

Contract shall be signed no later than [Date]

Contract shall be signed no later than [Date]

Anticipated Contract End Date: [Date]
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 these Commonwealth Terms and Conditions by the Contractor and filing as prescribed by the Office of the Comptroller, the Commonwealth Terms and Conditions will be incorporated by reference into any Contract for Commodities and Services executed by the Contractor and any State Department, in the absence of a written notice of termination or suspension requiring a different Contract form. Performance shall include services rendered, obligations due, costs incurred, commodities and deliverables provided and accepted by the Department, programs provided or other arrangements 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. Contractor shall mean the Standard Contract Form issued jointly by ANF, CTR and OSD.

1. Contract Effective Start Date. Notwithstanding verbal or other representations by a Department or by an earlier start date indicated in a Contract, the effective start date of performance under a Contract shall be the date a Contract has been executed by an authorized signatory of the Contractor, the Department, a later date specified in the Contract or the date of any approval required by law or regulation, whichever is later.

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 inspection 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 Payment Voucher System unless a different payment mechanism is required. The Contractor shall timely submit invoices (Payment Vouchers - Form PV) 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 billing policy issued by the Office of the Comptroller and 815 CMR 9.10, 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-4 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 action. Upon immediate notification to the other party, neither the Department nor the Contractor shall be required to be in breach for failure or delay in performance due to Acts of God or other causes beyond their control and without their fault or negligence. Subcontractor

failure to perform or price increases due to market fluctuations or product unavailability 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 within 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 directions concerning allowable activities, if applicable, or expenditures by the Contractor during the notice period may be at the Contractor's expense, but is not limited to the Department's public records, documents, files, software, equipment or systems.

6. 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 seven (7) years beginning on the first day after the final payment under a Contract, or much 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 to the books, records, or any other information possessed by 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.

7. 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 written 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.

8. Subcontracting By Contractor. Any subcontract entered into by the Contractor for the purposes of fulfilling the obligations of 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.

9. 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 subjected to discrimination in the tenure, position, promotional opportunities, wages, benefits or terms and conditions of their employment because of race, color, national origin, ancestry, sex, age, religion, disability, 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.

10. Indemnification. Unless otherwise excepted 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 or subcontractors. The Contractor shall at no time be considered an agent of the Department or the State. After receipt of a notice of a claim by the State, the Contractor shall have an opportunity to participate in the defense of such claim and any negotiated
COMMONWEALTH TERMS AND CONDITIONS

12. Waiver. Forbearance or inducement 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 disputes 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, Conflict 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 omitted by a Department as unacceptable and including any negotiated terms and conditions allowable pursuant to law or regulation.

IN WITNESS WHEREOF, the Contractor certify under the pain 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 below:

CONTRACTOR AUTHORIZED SIGNATORY: ________________________

Print Name: Leo Cakounes, Mary Pat Flynn, Ronald Beatty
Title: Barnstable County Commissioners
Date: __________

(Check One):  X  Organization  ___ Individual

Full Legal Organization or Individual Name: Barnstable County

Doing Business As Name (If Different):

Tax Identification Number: 046001419

Address: 3195 Main Street, Barnstable, MA 02630

Telephone: 508-375-6648  FAX: 508-362-4136

INSTRUCTIONS FOR FILING THE COMMONWEALTH TERMS AND CONDITIONS
A “Request for Verification of Taxation Reporting Information” form (Massachusetts Substitute W-9 Format), that contains the Contractor’s correct TIN, name and legal address information, must be on file with the Office of the Comptroller. If the Contractor has not previously filed this form with the Comptroller, or if the information contained on a previously filed form has changed, please fill out a W-9 Form and return it attached to the executed COMMONWEALTH TERMS AND CONDITIONS.

If the Contractor is responding to a Request for Response (RFR), the COMMONWEALTH TERMS AND CONDITIONS must be submitted with the Response to RFR or as specified in the RFR. Otherwise, Departments or Contractors must timely submit the completed and properly executed COMMONWEALTH TERMS AND CONDITIONS (and the W-9 form if applicable) to the: Payee and Paymenas Unit, Office of the Comptroller, 9th Floor, One Ashburton Place, Boston, MA 02108 in order to record the filing of this form on the MARS Vendor File. Contractors are required to execute and file this form only once.
COMMONWEALTH OF MASSACHUSETTS
CONTRACTOR AUTHORIZED SIGNATORY LISTING

CONTRACTOR LEGAL NAME: Barnstable County acting through the Cape Cod Commission
CONTRACTOR VENDOR/CUSTOMER CODE: VC6000194979

INSTRUCTIONS: Any Contractor (other than a sole-proprietor or an individual contractor) must provide a
listing of individuals who are authorized as legal representatives of the Contractor who can sign contracts and
other legally binding documents related to the contract on the Contractor’s behalf. In addition to this listing, any
state department may require additional proof of authority to sign contracts on behalf of the Contractor, or proof
of authenticity of signature (a notarized signature that the Department can use to verify that the signature and
date that appear on the Contract or other legal document was actually made by the Contractor’s authorized
signatory, and not by a representative, designee or other individual.)

NOTICE: Acceptance of any payment under a Contract or Grant shall operate as a waiver of any defense by
the Contractor challenging the existence of a valid Contract due to an alleged lack of actual authority to
execute the document by the signatory.

For privacy purposes DO NOT ATTACH any documentation containing personal information, such as bank
account numbers, social security numbers, driver’s licenses, home addresses, social security cards or any other
personally identifiable information that you do not want released as part of a public record. The Commonwealth
reserves the right to publish the names and titles of authorized signatories of contractors.

<table>
<thead>
<tr>
<th>AUTHORIZED SIGNATORY NAME</th>
<th>TITLE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Leo Cakounes</td>
<td>Chair, Barnstable County Commissioners</td>
</tr>
<tr>
<td>Mary Pat Flynn</td>
<td>Vice-Chair, Barnstable County Commissioners</td>
</tr>
<tr>
<td>Ronald Beaty</td>
<td>Barnstable County Commissioner</td>
</tr>
</tbody>
</table>

I certify that I am the President, Chief Executive Officer, Chief Fiscal Officer, Corporate Clerk or Legal Counsel
for the Contractor and as an authorized officer of the Contractor I certify that the names of the individuals
identified on this listing are current as of the date of execution below and that these individuals are authorized to
sign contracts and other legally binding documents related to contracts with the Commonwealth of
Massachusetts on behalf of the Contractor. I understand and agree that the Contractor has a duty to ensure that
this listing is immediately updated and communicated to any state department with which the Contractor does
business whenever the authorized signatories above retire, are otherwise terminated from the Contractor’s
employ, have their responsibilities changed resulting in their no longer being authorized to sign contracts with
the Commonwealth or whenever new signatories are designated.

Signature

Date:

Title: County Administrator Telephone: 508-375-6646
Fax: 508-362-4136 Email: jack.yunits@barnstablecounty.org

[Listing can not be accepted without all of this information completed.]
A copy of this listing must be attached to the “record copy” of a contract filed with the department.
COMMONWEALTH OF MASSACHUSETTS
CONTRACTOR AUTHORIZED SIGNATORY LISTING

CONTRACTOR LEGAL NAME:
CONTRACTOR VENDOR/CUSTOMER CODE:

PROOF OF AUTHENTICATION OF SIGNATURE

This page is optional and is available for a department to authenticate contract signatures. It is recommended that Departments obtain authentication of signature for the signatory who submits the Contractor Authorized Listing.

This Section MUST be completed by the Contractor Authorized Signatory in presence of notary.

Signatory's full legal name (print or type):

Title:

X

Signature as it will appear on contract or other document (Complete only in presence of notary):

AUTHENTICATED BY NOTARY OR CORPORATE CLERK (PICK ONLY ONE) AS FOLLOWS:

I, ________________________________ (NOTARY) as a notary public certify that I witnessed the signature of the aforementioned signatory above and I verified the individual's identity on this date:

________________________, 20__

My commission expires on:

AFFIX NOTARY SEAL

I, ________________________________ (CORPORATE CLERK) certify that I witnessed the signature of the aforementioned signatory above, that I verified the individual's identity and confirm the individual's authority as an authorized signatory for the Contractor on this date:

________________________, 20__

AFFIX CORPORATE SEAL
COMMONWEALTH OF MASSACHUSETTS
CONTRACTOR AUTHORIZED SIGNATORY LISTING

CONTRACTOR LEGAL NAME: Barnstable County acting through the Cape Cod Commission
CONTRACTOR VENDOR/CUSTOMER CODE: VC6000194979

PROOF OF AUTHENTICATION OF SIGNATURE

This page is optional and is available for a department to authenticate contract signatures. It is recommended that Departments obtain authentication of signature for the signatory who submits the Contractor Authorized Listing.

This Section MUST be completed by the Contractor Authorized Signatory in presence of notary.

Signatory's full legal name (print or type): Leo Cakounes

Title: Chair, Barnstable County Commissioners

X

Signature as it will appear on contract or other document (Complete only in presence of notary):

AUTHENTICATED BY NOTARY OR CORPORATE CLERK (PICK ONLY ONE) AS FOLLOWS:

I, ________________________________ (NOTARY) as a notary public certify that I witnessed the signature of the aforementioned signatory above and I verified the individual's identity on this date:

________________________________, 20______

My commission expires on:

AFFIX NOTARY SEAL

I, ________________________________ (CORPORATE CLERK) certify that I witnessed the signature of the aforementioned signatory above, that I verified the individual's identity and confirm the individual's authority as an authorized signatory for the Contractor on this date:

________________________________, 20______

AFFIX CORPORATE SEAL
COMMONWEALTH OF MASSACHUSETTS
CONTRACTOR AUTHORIZED SIGNATORY LISTING

CONTRACTOR LEGAL NAME: Barnstable County acting through the Cape Cod Commission
CONTRACTOR VENDOR/CUSTOMER CODE: VC6000194979

PROOF OF AUTHENTICATION OF SIGNATURE

This page is optional and is available for a department to authenticate contract signatures. It is recommended that Departments obtain authentication of signature for the signatory who submits the Contractor Authorized Listing.

This Section MUST be completed by the Contractor Authorized Signatory in presence of notary.

Signatory's full legal name (print or type): Mary Pat Flynn

Title: Vice-Chair, Barnstable County Commissioners

X

Signature as it will appear on contract or other document (Complete only in presence of notary):

AUTHENTICATED BY NOTARY OR CORPORATE CLERK (PICK ONLY ONE) AS FOLLOWS:

I, ____________________________________________ (NOTARY) as a notary public certify that I witnessed the signature of the aforementioned signatory above and I verified the individual’s identity on this date:

__________________________, 20______.

My commission expires on:

AFFIX NOTARY SEAL

I, ____________________________________________ (CORPORATE CLERK) certify that I witnessed the signature of the aforementioned signatory above, that I verified the individual’s identity and confirm the individual’s authority as an authorized signatory for the Contractor on this date:

__________________________, 20______.

AFFIX CORPORATE SEAL
COMMONWEALTH OF MASSACHUSETTS
CONTRACTOR AUTHORIZED SIGNATORY LISTING

CONTRACTOR LEGAL NAME: Barnstable County acting through the Cape Cod Commission
CONTRACTOR VENDOR/CUSTOMER CODE: VC6000194979

PROOF OF AUTHENTICATION OF SIGNATURE

This page is optional and is available for a department to authenticate contract signatures. It is recommended that Departments obtain authentication of signature for the signatory who submits the Contractor Authorized Listing.

This Section MUST be completed by the Contractor Authorized Signatory in presence of notary.

Signatory's full legal name (print or type): Ronald Beaty

Title: Barnstable County Commissioner

X

Signature as it will appear on contract or other document (Complete only in presence of notary):

AUTHENTICATED BY NOTARY OR CORPORATE CLERK (PICK ONLY ONE) AS FOLLOWS:

I, ____________________________ (NOTARY) as a notary public certify that I witnessed the signature of the aforementioned signatory above and I verified the individual's identity on this date:

________________________, 20______.

My commission expires on: ____________________________

AFFIX NOTARY SEAL

I, ____________________________ (CORPORATE CLERK) certify that I witnessed the signature of the aforementioned signatory above, that I verified the individual's identity and confirm the individual's authority as an authorized signatory for the Contractor on this date:

________________________, 20______.

AFFIX CORPORATE SEAL
ATTACHMENT A

Cape Cod Commission
FY17

Scope of Work and Budget for District Local Technical Assistance Fund

I. General:

DHCD is entering into this contract with the Regional Planning Agency (RPA) to provide technical assistance to municipalities within the purposes of the trust fund authorized by M.G.L. c. 29, s. 2XXX, and any other general or special law, as described in this contract. Funding is authorized by Chapter 133, Acts of 2016, Acct. #1599 – 0026, which item supports several regionalization initiatives. Use of funds shall comply with the requirements of Section 6 of Chapter 205 of the Acts of 2006 as amended by Sections 6 and 7 of Chapter 310 of the Acts of 2006, which states that Regional Planning Agencies (RPAs) shall use District Local Technical Assistance Fund (DLTA Fund) allocations to provide technical assistance to their member municipalities. Pursuant to the statute as amended, payments from the DLTA Fund shall be made on order of the Division of Local Services (DLS) at the Department of Revenue (DOR) and requirements relating to the use and administration of funds shall be made by the Department of Housing and Community Development (DHCD). For the purpose of jointly administering the program, DLS and DHCD executed a Memorandum of Understanding on October 2, 2008 that is incorporated herein by reference.

II. Disbursement, Administration and Recoupment:

a. Upon execution of this contract, DHCD shall notify DLS of the amount to be disbursed from the DLTA Fund to the RPA and provide the DLS with a copy of this Contract. Upon execution of this Contract and certification to DLS by DHCD, the RPA shall receive the DLTA funds directly from the Comptroller.

b. The total amount of this contract reflects the statutory allocation for the RPA according to the formula in M.G.L., c. 29, s. 2XXX.

c. The RPA shall maintain detailed records and books accounting for the expenditure of all DLTA funds and give DOR, DHCD and any other agency of the Commonwealth authorized by law, the right to inspect and examine such records. Upon request, the RPA shall explain any entry or expenditure.

d. If any expenditure made by the RPA from the DLTA Fund does not comply with the purposes specified in this contract, the RPA shall pay an amount equal to the unauthorized expenditures to the Commonwealth upon the request of DHCD.

III. RPA Match:

The RPA shall provide a 10% match of which no more than ½ may be in the form of in-kind services. The RPA’s match for this scope shall be at least $18,697. The RPA shall provide the 10% match on an ongoing
basis. Documentation of the match shall be included in the quarterly and annual reports and shall identify the type (cash or in-kind), amount, and source of any cash match. The cash match shall equal a minimum of 5% of the grant amount. NOTE: RPAs cannot fulfill the cash match requirement by requiring that any municipality(ies) pay any costs associated with the DLTA project(s) in which the municipality(ies) participates (e.g., local cash match). However, RPAs may encourage municipalities to provide a cash or in-kind match to their proposed project and factor that into the selection process, so long as a local match is not required for consideration under the DLTA program.

IV. Project and Account Management:

a. The RPA shall enter into an agreement with each municipality receiving technical assistance through this program. The agreement shall be in a form agreed to by the parties and shall include a scope of work and budget. The RPA shall establish account codes that enable reports to include detailed expenditures by project.

b. The RPA shall track expenditures in a manner that details actual direct labor, overhead (130%) and direct costs for the period. Staff members working on activities supported by the DLTA allocation shall be paid according to their usual rates and the drawdown of the funds shall occur based on these rates multiplied by the overhead rate. For reporting purposes, staff members providing direct labor to the program shall keep a record of their daily activities using the agency’s official timesheet or a comparable reporting and record-keeping instrument.

V. Reporting:

a. Quarterly:

The RPA shall provide quarterly progress reports documenting tasks, expenditures, and the 10% match to DHCD and the Division of Local Services in electronic format. Quarterly reports shall be due not later than the 15th day of April 2017; July 2017, October 2017, and January 2018. The quarterly report shall address the activity of the prior 3 months, except the April 2017 report shall address activities undertaken from the effective date of this contract. Each RPA shall use the reporting template provided by DHCD. The reporting of DLTA funds allocated to each project is essential information for the Administration’s use in tracking DLTA funds.

NOTE a1: Any project resulting from a proposal received from a “Community Compact” City or Town shall be separately highlighted in all quarterly reports.

Note a2: Meetings of the Massachusetts Association of Regional Planning Agencies (MARPA) occurring closest to the due date of the quarterly report shall devote time on the agenda for updates and other issues relating to DLTA activity. Notice of such meetings shall be sent prior to each meeting to the Division of Local Services.
(sean.cronin@state.ma.us), and to the Department of Housing and Community Development (elaine.wijnja@state.ma.us).

1. The format of the quarterly reports shall be as determined by DHCD, but shall include at a minimum: project purpose, participating municipality(ies), project timeline, activities undertaken in the quarter, activities planned in upcoming quarter(s), relationship to funding priorities as described in this contract, expenditures to date, and achieved or expected outcomes, as appropriate.

   b. **Legislative Report**

   In compliance with the statute, the RPA shall also provide a report to DHCD that DHCD shall provide to the Senate Committee on Ways and Means, and the House Committee on Ways and Means, that documents all activities, expenses, matching funds, products, and outcomes of technical assistance for the current grant year in accordance with DHCD’s Reporting Instructions. The report shall include a description of the criteria for selection of projects and activities for technical assistance and other narrative information deemed appropriate reflecting activity from contract start date through June 30. This report shall be due to DHCD by **July 15, 2017**. DHCD shall compile all individual RPA reports for the report to the House and Senate Ways and Means Committees as noted above.

   c. **Final Report**: The RPA shall provide a final report to DHCD and the Division of Local Services on or before the **15th day in January 2018**. The final report shall cover all DLTA activities, products, and financial expenditures, source and type of match for each project, and outcomes achieved/anticipated (e.g., regional agreement executed, regional agreement in progress, bylaw adopted, proposed bylaw on warrant for spring 2018 town meeting) for the period of the contract.

   **NOTE c1**: Any project resulting from a proposal received from a “Community Compact” City or Town shall be separately highlighted in the final report.

VI. **Priority Funding Areas for Technical Assistance Activities**

In concert with the Massachusetts Association of Regional Planning Agencies (MARPA), the state has identified the priority uses for DLTA funding. RPAs shall focus efforts to distribute the RPA allocation of DLTA funds between two general categories: 1) “Planning Ahead for Housing” (or to help reach the Statewide Housing Production Goal) or “Planning Ahead for Growth”; and 2) Community Compact Cabinet activities as identified below. The goal of the DLTA effort is to direct these funds to projects/activities that result in a change in the municipality(ies) receiving these DLTA services, whether in law, regulation, program management, or practice, that serve to further these objectives. At least 30% of DLTA funding should be used toward these state goals, and the solicitation of municipalities should emphasize these priorities: planning ahead for housing, planning ahead for growth, and Community Compact best practices. Community Compact best practices should include both those that the Administration is seeking to fund as part of the CCC program as a first priority and also best practices that explicitly align with CCC best practices but are not best practices identified in a signed CCC agreement.
VII. Use of Funds

Examples of eligible activities shall include:

a. Planning Ahead for Housing: Planning and implementation activities that encourage and support affordable and market-rate housing production opportunities or support municipalities complying with new HUD fair housing regulations, specifically related to the Statewide Housing Production Goal of 10,000 multi-family units each year, that may include, but are not limited to:
   - The development of market, mixed-income and affordable multi-family housing in transit-oriented-development locations, employment centers, downtown locations and state endorsed Priority Development Areas (PDAs) within the RPA’s jurisdiction, including any “Gateway municipality” (see MGL, c. 23A, s. 3A);
   - The creation of as-of-right zoning districts such as those eligible under DHCD’s Compact Neighborhoods policy or the Chapter 40R/Smart Growth statute;
   - The creation of prompt and predictable permitting through an Expedited Permitting Priority Development Site using Chapter 43D for Residential;
   - Identifying challenges and solutions in respect to infrastructure requirements that affect the ability to construct multi-family residential projects in as-of-right zoning districts and parcels;
   - Identifying multi-family residential projects subject to the Permit Extension Act (as amended), assessing impediments to such projects, and recommending steps that the Commonwealth and/or the applicable municipality could realistically take to enable those projects to go forward;
   - Regional analysis of affordable and market-rate housing needs, to include, for example, preparation of a Housing Production Plan pursuant to 760 CMR 56.00 et. seq., and similar undertakings that may guide the execution of a compact among communities for locating affordable and market-rate housing;
   - Assisting one or several municipalities who must comply with requirements under the new Fair Housing regulation issued by HUD.

b. Planning Ahead for Growth: Planning and implementation activities that encourage and support economic development opportunities that may include, but are not limited to:
   - Identification, assessment and mapping of Priority Development Areas (PDAs) and Priority Preservation Areas (PPAs) at the local and regional levels, including discussion of specific areas for multi-family housing growth.
   - Supporting prompt and predictable permitting through the Chapter 43D Expedited Permitting Program for Economic Development projects;
   - Encouraging communities to use the Economic Development Self-Assessment Tool (EDSAT) to assess economic development opportunities within communities and/or regions and to develop implementation strategies based on EDSAT recommendations;
   - Identifying challenges and solutions in respect to infrastructure requirements that affect the ability to advance economic development activities;
   - At a city or town’s request, identifying economic development projects subject to the Permit Extension Act (as amended), assessing impediments, and recommending steps that state and/or the applicable municipality could realistically take to enable those projects to go forward; and
c. Supporting the Community Compact, including regionalization

Supporting municipalities who are seeking to adopt state best practices under the Community Compact Cabinet program, including those who want to pursue projects of a regional nature. The regional planning agency should pursue a strategy intended to assist Compact Communities with implementation of their Community Compact best practice selection(s).

Regional planning agencies also shall work with Administration to generally support the CCC program and the state best practice priorities for municipalities as laid out in the Community Compact program. While first priority shall be Community Compact Program municipalities’ best practices as stated on their Compact applications, regional planning agencies are encouraged to also consider requests from 1) Compact Communities seeking to implement best practices not specifically included on their Compact applications and 2) non-Community Compact communities seeking to implement the state’s best practices.

A list of the Community Compact best practices is attached and should be attached to any solicitation for proposals.

NOTE: Funds cannot be used for routine administrative tasks of municipalities, including, but not limited to, grant application preparation, and cannot substitute DLTA funds for which other state resources are available.

VIII. Solicitation of technical assistance requests:

a. In soliciting technical assistance requests from communities, RPAs should encourage cities and towns to submit projects to achieve Community Compact best practices (see Executive Order #554) that are within the expertise of said RPA.

b. The RPA shall issue a minimum of 2 solicitations for DLTA projects to member communities within 6 months of execution of this Agreement, unless such requirement shall be waived by DHCD.

c. The RPA may use various approaches to inform municipalities of the availability of DLTA funds. Each solicitation shall prominently reference the priority uses of the DLTA funds as described in this contract, shall contain the project/selection activity criteria, and shall explain the process for municipalities or groups of municipalities to propose a project/activity. At least 2 notices shall be delivered by U.S. Mail to the Chief Executive Officer of the RPA’s member municipalities, and the RPA representative for each member city and town. Further, the RPAs may post information on the RPA’s web site, include an announcement in electronic or hard copy newsletters, hold information sessions, make presentations at RPA membership meetings, and/or make presentations at the request of one or more municipalities in the region. DHCD shall receive prior written notice of any
presentations made relating to DLTA at any RPA membership meeting(s), including, but not limited to, presentations to subgroups of the RPA’s membership.

d. Unless the RPA has allocated all of its funds as a result of the first solicitation, a second solicitation shall occur as the RPA shall determine, provided, however, that it takes place within 4 months of the initial solicitation. The RPA shall note in its first quarterly report if all funds have been allocated to project proposals received, making a second solicitation unnecessary.

e. DHCD shall provide to the RPA a specific response regarding redirection of any amount of its allocation remaining for other uses as allowed by MGL, c. 29, s. 2XXX.

IX. Criteria for Project/Activity Selection:

The RPA shall develop criteria for project selection that are consistent with achieving the objectives of the priority funding areas identified in this contract. Factors in determining such criteria may include, but are not limited to, the following: opportunities for collaboration and/or resource sharing; the nature of the impact to be realized as a result of the project (e.g., bylaw adopted, joint procurement solicitation prepared, agreement signed); potential as model for other municipalities/regions; and responsiveness to priority uses for funds as identified herein.

The RPA shall submit its project/activity selection criteria to DHCD by January 15, 2017.

The RPA may contact DHCD to discuss potential project proposals and how they would meet the priority funding purposes.

X. Expected Products/Deliverables:

Each project undertaken shall identify the expected product, e.g.:

- Proposed or adopted bylaw or ordinance;
- Proposed or adopted regional agreement or memorandum of understanding;
- Proposed or adopted permitting procedures;
- Specifications for collective purchasing/procurement;
- Report/analysis with recommendations for local/regional next steps; and
- Report of presentations/workshops/forums held to introduce project findings/results.

In addition, supplementary informational materials, lists and descriptions of materials posted on municipal and/or regional planning agency web sites developed through this contract and publications developed and distributed through one or more project activities shall be referenced in quarterly reports and included in other reports as described in Section V, above.
Community Compact Cabinet Best Practices

EDUCATION Best Practices

Administration and Finance

Best Practice: Funding is assigned to the proper cost centers, costs are allocated appropriately between the municipal government and the school district, and costs and information is shared in a way that facilitates school-based budgeting. There is evidence that municipal and school administration and finance services are shared to realize economies of scale and may include the consolidation or regionalization of district administration. Data reporting is coordinated across all departments to align staffing and student data with financial reporting, and is consistent with DESE guidelines in order to facilitate benchmarking and comparisons to other schools and districts. Required data reports are sent to DESE through the School Interoperability Framework (SIF). Data reporting meets all quality assurance metrics for timeliness and accuracy.

Coordination and Collaboration – Professional Development

Best Practice: There is shared access to training and supports in regard to academic improvement best practices, with other schools in the same district, and with other districts (e.g. curriculum development, lesson plans, professional development, use of data to inform instruction, benchmark program finance, and track outcomes). Educational collaboratives and inter district agreements are utilized to achieve cost efficiencies and improve program offerings.

Coordination and Collaboration – Higher Education

Best Practice: There is evidence of partnership agreements with higher education institutions to improve articulation with college credit as well as to promote college and career readiness.

Coordination and Collaboration - Transitions

Best Practice: Transition supports are provided between early education and K-12 district and charter schools and demonstrate coordinated activities and resources that maximize families’ access to supports promoting successful birth to eight transitions, with a specific focus on Kindergarten transitions.

Coordination and Collaboration – Early Education

Best Practice: There is evidence of partnerships with private providers in the provision of high quality early education and out of school time services to leverage existing resources, avoid duplication of services and enhance and streamline systems for children and families. The community can demonstrate local adoption of a framework to organize, align and integrate community efforts in early education and care, out of school time services, and family engagement.
ENERGY AND ENVIRONMENT Best Practices

Maximizing Energy Efficiency and Renewable Opportunities

**Best Practice:** There are documented and measurable energy use reduction goals; Clean power is generated locally; The municipal fleet is fuel efficient; Investments have been made in energy efficient municipal street lighting; Energy efficiency improvements and renewable thermal heating and cooling upgrades have been made to public facilities (e.g., housing and schools); Energy efficiency and renewable energy upgrades have been made to water/wastewater plants.

Climate Change Mitigation and Adaptation

**Best Practice:** There is a plan to reduce greenhouse gas emissions and adapt to climate change; Regulations and incentives discourage new development in at-risk locations, enhance the resilience of existing development, and encourage mixed-use growth and travel by multiple modes to reduce emissions; Critical coastal and inland infrastructure, buildings, and energy facilities are prepared for more frequent and intense storms.

Sustainable Development and Land Protection

**Best Practice:** There is a Master, Open Space and Recreation, or other Plan to guide future land conservation and development; Smart growth consistent zoning has been adopted (e.g., techniques in the MA Smart Growth/Smart Energy Toolkit); Investments in infrastructure and land conservation are consistent with the MA Sustainable Development Principles.

Comprehensive Water Resource Management

**Best Practice:** There is a plan to supply and conserve water, manage stormwater, and treat and reuse wastewater; The MA Water Conservation Standards are being implemented; Municipal regulations promote green infrastructure and the use of low impact development techniques; An Enterprise Fund or other mechanism is in place to fund maintenance and replacement of water infrastructure.

Solid Waste and Site Cleanup

**Best Practice:** There is a documented plan and approach to Brownfield redevelopment; There is a solid waste master plan; Waste management best practices have been adopted (e.g., "pay as you throw").

Promote Local Agriculture

**Best Practice:** A right to farm by-law or ordinance has been adopted; The community supports access to fresh produce through the creation of farmers markets and/or establishment of urban agriculture (e.g., commercial ventures or community gardens); Farmland is conserved through acquisition and/or regulation; Sustainable forestry is encouraged.

FINANCIAL MANAGEMENT Best Practices

Budget Document

**Best Practice:** The annual budget is a municipality's most important annual policy-making document. As such, the budget document details all revenues and expenditures, provides a narrative describing priorities and financial challenges, and otherwise offers clear and transparent communication of community policies to residents and businesses.
Financial Policies

Best Practice: Sound financial policies provide important structure and consistency around local fiscal policy decisions and are documented and adhered to. This best practice is achieved by evidence of documented fiscal policies including reserve levels, capital financing, and use of Free Cash.

Long-range Planning/Forecasting

Best Practice: Financial forecasting and long-term planning help communities detect fiscal challenges earlier, develop strategies to address issues that emerge, and provide the context for analyzing multi-year contracts and other financial trends. There is a documented financial planning process and plan that assesses long-term financial implications of current and proposed policies, programs and assumptions.

Capital Planning

Best Practice: Funding capital needs on a regular basis is critical to maintaining publicly-owned assets and delivering services effectively. The community develops and documents a multi-year capital plan that reflects a community’s needs, is reviewed annually and fits within a financing plan that reflects the community’s ability to pay.

Review Financial Management Structure

Best Practice: A strong and appropriately structured finance team is critical to both the short- and long-term health of a municipality. Communities striving for this best practice will evaluate the structure and reporting relationships of its finance offices to ensure that they support accountability and a cohesive financial team process. To the extent that gaps are identified, the community develops a written plan for implementation of the desired finance team structure.

HOUSING AND ECONOMIC DEVELOPMENT Best Practices

Preparing for Success

Best Practice: There is a demonstrated ability to partner with the private sector, non-profits, and public sector organizations in order to advance the housing and economic development vision and goals of the community as evidenced by the successful completion of public/private/non-profit project(s).

Housing

Best Practice: There is a documented community-supported housing plan that accounts for changing demographics, including young families, workforce dynamics, and an aging population.

Infrastructure

Best Practice: There is evidence of a community plan and process being followed to identify development sites and to undertake the necessary steps to enhance site readiness by ensuring the appropriate zoning, permitting, and land assembly.

Competitiveness

Best Practice: There is evidence of the continuous use of performance measures for the evaluation of how competitive the community is compared to other communities in terms of attractiveness for commercial development, and housing expansion.
Job Creation and Retention

Best Practice: There is a documented economic development plan which leverages local economic sector strengths, regional assets, encourages innovation and entrepreneurship, and demonstrates collaboration with educational institutions for the development of a workforce plan.

INFORMATION TECHNOLOGY Best Practices

Cyber Security

Best Practice: There is a documented cyber-security strategy, including policies, procedures and controls aligned with an industry standard security framework.

Transparency

Best Practice: There is a documented open data strategy including timelines for making municipal spending and budget information accessible from the city or town website in a machine readable and graphical format.

Business Continuity

Best Practice: There is a written disaster recovery and backup plan for critical municipal systems along with a documented plan to transfer paper documents to an electronic format and securely store backup electronic municipal data in locations geographically separated from the primary source.

Citizen Engagement

Best Practice: There is a documented citizen engagement strategy for deployment of technology solutions, including a public communication strategy and a professional development strategy to ensure that internal resources can effectively engage with users via technology.

Data Standards

Best Practice: There is a documented plan to implement generally accepted data standards in use at the national or regional level to promote system interoperability, local data analysis and regional data analysis.

REGIONALIZATION/SHARED SERVICES Best Practices

Best Practice: In an era of shrinking budgets, loss of seasoned employees to retirement, and increased need for service improvements, productive partnerships between municipalities make sense for some communities. This best practices encourages regionalization of some services and sharing resources among municipalities. Technical assistance is available to help your community and potential municipal partners determine if regionalizing is the path to take.
TRANSPORTATION AND CITIZENS SAFETY Best Practices

Complete Streets

Best Practice: Complete Streets policies and programs provide accommodations for all users and modes, create safer and more livable neighborhoods, and encourage healthy transportation alternatives. The municipality will become certified through MassDOT and demonstrate the regular and routine inclusion of complete streets design elements and infrastructure on locally-funded roads.

Safe Routes to School

Best Practice: The community will show evidence of a comprehensive safe routes to school program which includes the prioritization of snow removal around schools and routes to schools as well as snow removal from bus stops, clearly marked crosswalks, safe sidewalks, safe student pick-up/drop-off areas free from congestion. The program will also include student education on pedestrian safety such as taking care in walking past driveways and through a parking lot, using cross walks, and crossing with a crossing guard.

A Safe and Mobile Future for Older Drivers

Best Practice: There is a documented plan to address the anticipated increase in older drivers in the years to come. The plan will include a goal for reducing crashes involving older drivers over the next five years, identification of the issues surrounding older driver mobility, including infrastructure improvements, education for older road users and the public with topics to include insurance and liability concerns, and medically impaired drivers, as well as identify and promote transportation options for older adults in the community.

Sharing Best Practices

Best Practice: Municipal Public Works Departments and Highway Departments can learn from each other and share best practices about technologies and operating, maintaining and managing the assets and departments for which they are responsible. Participation in the Baystate Roads Program (BSR) is a demonstration of implementing this best practice. The Baystate Roads Program is a federally and state funded program that provides and facilitates the sharing of state of the art planning, design, and operational information for city and town public works managers.

Citizen Safety

Best Practice: There are documented community-based programs to increase, pedestrian safety and motorcycle safety, and promote awareness of the use of seatbelts and child seats, the dangers of texting and distracted driving, the dangers of speeding and aggressive driving, and the dangers of driving while impaired. The community will demonstrate participation in the Commonwealth’s Office of Public Safety and Security’s trainings and conferences as well as the dissemination of public safety information to citizens.

http://www.mass.gov/governor/administration/groups/communitycompactcabinet/bestpractices/
ATTACHMENT B

BUDGET

<table>
<thead>
<tr>
<th>DLTA ALLOCATION</th>
<th>10% MATCH</th>
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<tbody>
<tr>
<td>$186,965</td>
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($2.8 million allocation formula described in M.G.L, c. 29, s. 2XXX)