



## Out of State Travel Report

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

**Name:** Abigail Archer

**Title:** Marine Resource Specialist

**Department:** Cape Cod Cooperative Extension Marine Program

**Dates of Trip:** February 26-28, 2017

**Name of Meeting:** American Fisheries Society Southern New England Chapter Meeting

**Location:** Mystic, CT

**Report Submitted for  
Commissioners' Meeting On:** \_\_\_\_\_

**Purpose:** [describe the purpose and goals of the trip and about the organization hosting the event]

- The American Fisheries Society is the world's oldest and largest organization dedicated to strengthening the fisheries profession, advancing fisheries science, and conserving fisheries resources. Members gather once a year at a large annual meeting, and once or twice a year at local chapter meetings. The Southern New England Chapter is composed of members from Maine, Rhode Island, and Connecticut and meet to stay up to date on fisheries research occurring at the universities, colleges, state agencies, and federal agencies and labs in the area.
- The meeting held in February was a celebration of the 50<sup>th</sup> anniversary of the chapter and featured 3 keynote speakers, 2 workshops, a poster session and 46 talks in 2 concurrent sessions.

**Highlights:** [describe achievements, meetings attended, or successes or new information, etc.]

- I attended a workshop on Adaptive Fisheries Management given by Dr. Cadrin from the Umass Dartmouth School for Marine Science, and Dr. Kennedy from The Nature Conservancy.
- Dr. Jon Hare, Director of the NOAA NMFS Northeast Fisheries Science Center gave an excellent keynote talk in which he challenged the idea that science published in peer reviewed journals automatically gets incorporated into fisheries management decisions and planning processes. He advocated for better professional recognition for scientists who conduct applied science projects and take the time to participate in fisheries management planning processes.
- I attended 20 talks on topics such as climate change effects on fish species, predator prey relationships, migratory passage for American eels, and optimal growth conditions for juvenile alewife.

**Outcomes:** [describe the goals that were achieved, how they were achieved & the short or long-term impact for Barnstable County].

- I recruited a graduate student at Umass Amherst who is studying juvenile river herring habitat to come speak at the 2017 River Herring Network annual meeting and share his results with Barnstable County Herring Wardens.
- I attended a talk given by a CT Department of Energy and Environment biologist and learned about a culvert slip lining project in CT that improved Brook trout passage. This technique may be useful at some locations in Barnstable County.

1. Space allocation, keep moving forward on consolidating space used by County to better serve our tenants.
  - a. Better use of current space
  - b. Revenue source and cost reductions for County
  - c. Establish dialog with DCAMM and the County Sheriff's Office with respect to the issue surrounding the telecommunication tower located on the Complex.
  
2. Create a 5-year plan on County Complex expansion and new Court structure.
  - a. Work with State on their proposed development
  - b. Explore possible new building for CCC. (save on rent)
  - c. Explore the future use of County property located at Rt. 132
  
3. Re-visit all leases and either amend, wright new, or end relationship with current tenants.
  - a. Create a better revenue source
  - b. Bring process in line with Charter and Assembly vote
  
4. Create a - year plan on consolidating all County Departments as to better serve the Towns and streamline costs.
  - a. Open Cape relationship with County
  - b. Cape Cod Commissions role in Joint Initiatives
  - c. Waste & Waste water issues, ie; collaborative.
  - d. Conduct periodic discussion and review of the possibility of roll back the County Deeds Tax to levels prior to July 2016.

5. Create a Policy and Procedure for a better Budgeting process and expenditure of funds.
  - a. Create Reserve Funds
  - b. Create a Departmental Budget process that bring Department Heads to the Table at the beginning of budget process for FY 19.
  - c. Build Reserves and continue to establish a solid and sustainable Bond Rating.
  
6. Schedule an INCOME (Revenue) workshop
  - a. Better understand the County's projected revenues for future.
  - b. Develop sustainable revenue sources for established funds and long term commitments for County.
  - c. Explore and pursue new source of non-tax revenue, i.e.; "Payment in Lieu of Taxes" program sponsored by the U.S. Department of the Interior.
  
7. Seek to resolve the Authorization to Bond yet funded with Reserves capital expenditures which date back 10 years. Possible need for State Legislation or re-vote by both Assembly and Commissioners.
  
8. Discussions with Cape Cod Community College and other Institutions of Education to set up an Internship Program at the County involving interested students.

Approved:

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Leo G. Cakounes, Chair

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Mary Pat Flynn, Vice-Chair

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Ron Beaty, Commissioner

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Date

## A. COUNTY GOALS

1. Continue to work to stabilize County spending within the constraints of the Commissioners Budget Message and set a 5-year strategy for creating a fiscally restrained and sustainable government.
2. Working with our County Department Heads, we will initiate a new priority pathway for the evaluation of services to the County and where necessary we will design and begin the process of reducing County costs by reducing non-prioritized services.
3. Stabilize the rising burden on the County budget by analyzing the County compensation plan and addressing the burden of longevity, step increases, and merit pay relative to our obligation to continue sustainable service to the County and our loyal commitment to the preservation of the County's mission and County employees over the long term and consistent with the Charter.
4. Reduce through attrition and early retirement the County's personnel costs by 7.5% over the short term.
5. Continue the hiring freeze by consolidating and merging positions within each department and consolidating services between departments where viable alternatives exist.
6. Review health care costs and levels of contribution.
7. Engage the Finance team to develop and employ better technology to facilitate and centralize financial management and oversight.
8. Raise revenues by retooling all County contracts including grant management, the dredge, the Lab, and IT to insure that all costs including OPEB, pension, and insurance are adequately recouped and a margin exists for factoring depreciation, replacement, and upgrades to insure again a sustainable level of services. Explore opportunities for public/ private partnerships and collaboration opportunities outside the box.
9. In partnership with the CCC and I,T implement and market the Joint Initiative program with the Towns and explore options to consolidate with Open Cape in the development of the last mile.

10. Dispose of by sale excess county properties and holdings, increase the County's reserve balances and prepare for the County's first bond presentation in two decades.

**B. ADMINISTRATORS MANAGEMENT OBJECTIVES for FY 18**

1. Improve communications between this administration and all department heads to set a clear agenda for FY 18 and work with them in concert to develop the 5 year plan and:
  - a. Reset goals and objectives for each department that reflects the challenge of working with staff reductions;
  - b. Reset department priorities; and
  - c. Identify staff needs.
2. Work with Children's Cove to develop a sustainable strategy for the future with a minimum impact on services and likewise with the AmeriCorps program that evaluates alternatives to insure financial sustainability weighing the possibility of program reductions.

**C. GENERAL COMMUNICATIONS FOR FY 18**

1. Continue to work with Departments to improve inter-department communications minimizing any potential duplication of services and maximizing the opportunity for inter-agency collateral support on the efficient delivery of services to the County.
2. Develop a County wide social media plan.
3. Continue the robust transparent communications with the Assembly and Commissioners.
4. Continue monthly meetings with the Town Managers and local Selectmen and improve communications with the delegation.
5. Increase participation with the Chamber of Commerce.

D. FACILITIES AND OTHER COUNTY AGENCIES

1. Continue to work with the County's environmental Collaborative(s) on water quality, wastewater, and storm water management and assist in developing long term funding strategies to assist in protecting the County's sole source aquifer.
2. Work with Facilities to continue to develop a strategic plan for the County complex redevelopment, expansion and redevelopment of agricultural and aqua cultural services at the farm, improvements, environmental cleanup, and expansion of services at the BFTA and incorporation of the State Auditor's recommendation on County leasing.
3. Collaboration with Facilities and the CCC in the expansion of dredge services to the County municipalities.

Approved:

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Leo G. Cakounes, Chair

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Mary Pat Flynn, Vice-Chair

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Ron Beaty, Commissioner

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Date

**BARNSTABLE COUNTY**

In the Year Two Thousand Seventeen

Proposed Ordinance 17- \_\_

*The Cape Cod regional government, known as Barnstable county hereby ordains;*

To add to the County’s operating budget for Fiscal Year 2017, as enacted in Ordinance No. 16-06, by making supplemental appropriations for the Fiscal Year two-thousand and seventeen.

**Section 1.**

Based on a revised estimate of income of Barnstable County for the current fiscal year, made as of March 31, 2016, the sum set forth in section one, for the purpose set forth therein and subject to the conditions set forth in sections two through four of Barnstable County Ordinance 16-06, are hereby appropriated from the Statutory Reserve Fund as a supplemental appropriation for Barnstable County for the fiscal year ending June thirtieth, two thousand and seventeen. Said funds are to be expended for the ongoing costs related to the Fire Training Academy remediation. Said funds shall be derived from the Statutory Reserve Fund for FY2017.

<u>Budget #</u>	<u>Sub-Program</u>	<u>\$ Amount</u>
0019107 5790	General Fund – Transfer Out	
	Into Special Revenue Fund for Contractual Services	\$100,000
TOTAL SUPPLEMENTAL APPROPRIATION		\$100,000

Approved by the Board of County Commissioners \_\_\_\_\_ (date), at \_\_\_\_\_(time).

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

\_\_\_\_\_  
Mary Pat Flynn  
Vice Chairman

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



**BARNSTABLE COUNTY**  
**DEPARTMENT OF HUMAN SERVICES**  
*Health & Human Services Advisory Council*

POST OFFICE BOX 427  
BARNSTABLE, MASSACHUSETTS 02630

Main Office (508) 375-6628 FAX (508) 362-0290 TDD

March 31, 2017

To: County Commissioners Leo Cakounes, Mary Pat Flynn, and Ron Beaty  
From: Elizabeth Albert, Department of Human Services and Chair of the Health and Human Services Advisory Council  
Subject: Recommendation for Appointments to Barnstable County Human Rights Commission

Upon completion of the recruitment and interview process, the Barnstable County Health and Human Services Advisory Council HRC nominating subcommittee has recommended three nominees to fill vacancies on the Human Rights Commission as a result of three resignations. Attached is a copy of a memorandum from the Nominating Subcommittee to the Advisory Council which describes the process that was undertaken for candidate interview and selection and the background of the candidates chosen for recommendation for appointment.

The Health and Human Service Advisory Council requests your consideration of the following nominees to the Barnstable County Human Rights Commission:

**Elizabeth Barlow** is recommended for appointment to a one year term from March 29, 2017 – December 31, 2017.

**Richard Lavoie** is recommended for appointment for a two year term from March 29, 2017 – December 31, 2018.

**Richard Vengroff** is recommended for appointment for a two year term from March 29, 2017 – December 31, 2018.

At the end of these terms all three individuals will be eligible to request re-appointment for a three year term.

Respectfully Submitted,

Elizabeth Albert, Chair  
Barnstable County Health & Human Services Advisory Council

**Barnstable County Commissioners**

\_\_\_\_\_  
Leo Cakounes, Chair

\_\_\_\_\_  
Mary Pat Flynn, Vice Chair

\_\_\_\_\_  
Ron Beaty, Commissioner

Dated: \_\_\_\_\_



**BARNSTABLE COUNTY**  
**DEPARTMENT OF HUMAN SERVICES**  
**Health & Human Services Advisory Council**

POST OFFICE BOX 427  
BARNSTABLE, MASSACHUSETTS 02630

Main Office (508) 375-6628  
FAX (508) 362-0290

DATE: March 30, 2017  
TO: Beth Albert, Chair Health & Human Services Advisory Council  
FROM: Human Rights Commission Nominating Committee of the HHSAC  
Caronanne Procaccini, Beverly Costa-Ciavola, Scoba Rhodes, Kathy Quatromoni &  
Barbara Burgo – Human Rights Commission Representative  
RE: Recommendations for Appointment to the Human Rights Commission

The Human Rights Commission Nominating Subcommittee of the Health and Human Services Advisory Council (HHSAC) met on March 29, 2017 to interview five candidates to fill three vacancies on the Human Rights Commission. Caronanne Procaccini, Beverly Costa-Ciavola, Scoba Rhodes and Kathy Quatromoni from the HHSAC and Barbara Burgo from the Human Rights Commission participated in the interviews.

Following in-person interviews and a thorough review of the qualifications and expertise of each candidate, balanced with the skills and experience currently needed on the HRC, the following individuals were unanimously recommended for appointment by the Subcommittee:

**Elizabeth Barlow** is recommended for appointment for a one year term from March 29 – December 31, 2017 to complete the term of a resigning commissioner. At the end of the one-year term she will be eligible to request re-appointment for a three-year term. Ms. Barlow brings with her a background working with the military as an ombudsman for Air Station Cape Cod, as well as experience with youth as a violence prevention specialist.

**Richard Lavoie** is recommended for appointment for a two-year term from March 29, 2017 – December 31, 2018 to complete the term of a resigning commissioner. At the end of the 2-year term he will be eligible to request re-appointment for a three-year term. Mr. Lavoie comes with extensive experience working with and advocating for the special needs population. As a lecturer and writer, his focus has been on human respect and dignity for everyone.

**Richard Vengroff** is recommended for appointment for a two-year term from March 29, 2017 – December 31, 2018 to complete the term of a resigning commissioner. At the end of the 2-year term he will be eligible to request re-appointment for a three-year term. Mr. Vengroff is a political scientist who has specialized in immigration policy and practice, has worked in 17 countries and currently volunteers his time at the Immigration Resource Center in Hyannis. He also has extensive experience in writing and administering grants.

Respectfully submitted,

HRC Nominating Committee

3225 MAIN STREET • P.O. BOX 226  
BARNSTABLE, MASSACHUSETTS 02630



CAPE COD  
COMMISSION

(508) 362-3828 • Fax (508) 362-3136 • [www.capecodcommission.org](http://www.capecodcommission.org)

**Date:** March 30, 2017  
**To:** Barnstable County Commissioners  
**From:** Gail Hanley  
Commission Clerk  
**RE:** Cape Cod Commission Appointments

Section 3(b)(c) of the Cape Cod Commission Act stipulates that the County Commissioners make several annual appointments to the Commission for Minority Representative, Native American Representative and County Commissioner Representative to the Commission.

John Harris, Minority Representative, has indicated that he would like to continue to serve. Your vote is requested to **reappoint Mr. Harris for the one-year term of April 25, 2017 to April 24, 2018.**

David Weeden, Native American Representative, has indicated that he would like to continue to serve. Your vote is requested to **reappoint Mr. Weeden for the one-year term of April 25, 2017 to April 24, 2018.**

Your vote is also requested to **reappoint Mary Pat Flynn as the County Commissioner Representative to serve for the one-year term of April 25, 2017 to April 24, 2018.**

Signed by Barnstable County Commissioners on \_\_\_\_\_, 2017

\_\_\_\_\_  
Leo Cakounes, Chair

\_\_\_\_\_  
Mary Pat Flynn, Vice-Chair

\_\_\_\_\_  
Ronald Beaty, Commissioner

cc: John Harris  
David Weeden

COUNTY OF BARNSTABLE  
PURCHASING  
DEPARTMENT OF FINANCE

SUPERIOR COURT HOUSE  
P.O. BOX 427

BARNSTABLE, MASSACHUSETTS 02630

Phone: (508) 375-6637

Fax: (508) 362-4136

Email:

edavis@barnstablecounty.org

**Elaine Davis**  
Chief Procurement Officer

March 30, 2017

**MEMORANDUM**

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

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Barnstable County issued a bid for the Road Reconstruction for Towns in Barnstable County for the period of April 1, 2017 through March 31, 2018. The Commissioners have already awarded contracts for the Towns of Chatham, Wellfleet and Provincetown. The Towns of Sandwich, Barnstable and Falmouth have decided to reject all bids. The Town of Orleans will award to the low bidder, Rochester Bituminous Products, Inc. The Town of Harwich has decided to reject the low bid from Rochester Bituminous and award to the second low bidder MCE Dirtworks, Inc.

Please award the bids as above and as highlighted on the attached spreadsheet.

Thank you.

County Commissioners:

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Ronald R. Beaty, Jr.

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Mary Pat Flynn

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Leo Cakounes

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Date



129.1	COLD PLANED (MILLED) PAVING	7.50	3,750.00	70.00	35,000.00	33.00	16,500.00	45.00	22,500.00
460	HOT MIX ASPHALT PAVEMENT MACHINE PLACED	77.42	232,260.00	120.00	360,000.00	89.00	267,000.00	84.00	252,000.00
472.1	HOT MIX ASPHALT PAVEMENT HANDWORK	125.00	43,750.00	200.00	70,000.00	133.00	46,550.00	135.00	47,250.00
	<b>TOTAL</b>		<b>279,760.00</b>		<b>465,000.00</b>		<b>330,050.00</b>		<b>321,750.00</b>
<b>HARWICH</b>									
129.1	COLD PLANED (MILLED) PAVING	35.00	17,500.00	30.00	15,000.00	2.00	1,000.00	18.00	9,000.00
220	DRAINAGE STRUCTURE ADJUSTED	232.00	19,720.00	300.00	25,500.00	200.00	17,000.00	245.00	20,825.00
460	HOT MIX ASPHALT PAVEMENT MACHINE PLACED	74.42	413,775.20	105.00	583,800.00	90.00	500,400.00	78.85	438,406.00
472.1	HOT MIX ASPHALT PAVEMENT HANDWORK	105.00	42,000.00	175.00	70,000.00	125.00	50,000.00	105.00	42,000.00
472.2	PARTIAL DEPTH PAVEMENT PATCH	20.00	16,000.00	50.00	40,000.00	30.00	24,000.00	25.00	20,000.00
	<b>TOTAL</b>		<b>508,995.20</b>		<b>734,300.00</b>		<b>592,400.00</b>		<b>530,231.00</b>
<b>PROVINCETOWN</b>									
129	BIT CONC EXC BY COLD PLANER			9.50	19,000.00	7.05	14,100.00	12.00	24,000.00
129.1	COLD PLANED (MILLED) PAVING			55.00	5,500.00	34.00	3,400.00	35.00	3,500.00
220	DRAINAGE STRUCTURE ADJUSTED			300.00	12,000.00	295.00	11,800.00	280.00	11,200.00
220.2	DRAINAGE STRUCTURE REBUILT			250.00	10,000.00	240.00	9,600.00	235.00	9,400.00
358.1	WATER GATE ADJUSTED W CONCRETE COLLAR			165.00	8,250.00	190.00	9,500.00	150.00	7,500.00
403.3	PAVEMENT RECLAMATION INC FG&C AND CALCIUM CHLORIDE			25.00	25,000.00	11.20	11,200.00	0.01	10.00
460	HOT MIX ASPHALT PAVEMENT MACHINE PLACED			117.00	93,600.00	102.00	81,600.00	100.00	80,000.00
472.1	HOT MIX ASPHALT PAVEMENT HANDWORK			200.00	20,000.00	143.00	14,300.00	150.00	15,000.00
472.2	PARTIAL DEPTH PAVEMENT PATCH			60.00	12,000.00	53.00	10,600.00	43.00	8,600.00
482.3	SAWING ASPHALT PAVEMENT			5.00	500.00	3.00	300.00	2.00	200.00
504	GRANITE CURB TYPE VA-4			55.00	27,500.00	43.00	21,500.00	45.00	22,500.00
580	Curb Remove and Reset			20.00	20,000.00	30.00	30,000.00	25.00	25,000.00
	<b>TOTAL</b>				<b>253,350.00</b>		<b>217,900.00</b>		<b>206,910.00</b>
<b>Sandwich</b>									
101.3	STREET SWEEPING	0.15	4,050.15	0.14	3,780.14	0.10	2,700.10	0.10	2,700.10
120.1	UNCLASSIFIED EXCAVATION	20.00	1,660.00	25.00	2,075.00	26.75	2,220.25	10.00	830.00
129.1	COLD PLANED (MILLED) PAVING	30.00	14,400.00	25.00	12,000.00	32.50	15,600.00	25.00	12,000.00
220	DRAINAGE STRUCTURE ADJUSTED	220.00	9,460.00	250.00	10,750.00	370.00	15,910.00	245.00	10,535.00
220.2	DRAINAGE STRUCTURE REBUILT	200.00	800.00	150.00	600.00	540.00	2,160.00	245.00	980.00
358.1	GATE BOX ADJUSTED	125.00	750.00	150.00	900.00	75.00	450.00	100.00	600.00
403.3	PAVEMENT RECLAMATION	3.40	57,871.40	3.80	64,679.80	3.35	57,020.35	3.20	54,467.20
460	HOT MIX ASPHALT	64.42	298,586.70	73.00	338,355.00	91.00	421,785.00	76.70	355,504.50
472.1	HOT MIX ASPHALT HANDWORK	125.00	15,750.00	150.00	18,900.00	165.00	20,790.00	105.00	13,230.00
999A	TEST HOLE FOR UTILITY LOCATION	100.00	300.00	550.00	1,650.00	175.00	525.00	50.00	150.00
	<b>TOTAL</b>		<b>409,628.25</b>		<b>453,689.94</b>		<b>539,160.70</b>		<b>450,996.80</b>
<b>WELLFLEET</b>									
460	HOT MIX ASPHALT PAVEMENT MACHINE PLACED		no bids	108.00	378,000.00	91.00	318,500.00	88.00	308,000.00

472.1	HOT MIX ASPHALT PAVEMENT HANDWORK			no bids	170.00	17,000.00	142.00	14,200.00	165.00	16,500.00
	<b>TOTAL</b>			no bids		<b>395,000.00</b>		<b>332,700.00</b>		<b>324,500.00</b>
<b>Orleans</b>										
120.1	Unclassified	<b>30.00</b>	<b>6,000.00</b>		<b>28.00</b>	<b>5,600.00</b>	<b>29.00</b>	<b>5,800.00</b>	15.00	3,000.00
129	BIT CONCRETE EXC. BY COLD PLANER	2.25	40,500.00		2.60	46,800.00	3.55	63,900.00	2.10	37,800.00
129.1	COLD PLANED (MILLED) PAVING	35.00	7,000.00		40.00	8,000.00	37.00	7,400.00	5.00	1,000.00
220	DRAINAGE STRUCTURE ADJUSTED	220.00	4,400.00		300.00	6,000.00	3.25	6,500.00	230.00	4,600.00
220.2	DRAINAGE STRUCTURE REBUILT	200.00	5,000.00		200.00	5,000.00	485.00	12,125.00	225.00	5,625.00
358.1	WATER GATE ADJUSTED W CONCRETE COLLAR	75.00	1,875.00		200.00	5,000.00	75.00	1,875.00	50.00	1,250.00
403.3	PAVEMENT RECLAMATION INC FG&C AND CALCIUM CHLORIDE	3.25	39,100.00		4.50	54,000.00	3.75	45,000.00	3.95	47,400.00
460	HOT MIX ASPHALT PAVEMENT MACHINE PLACED	74.42	357,216.00		104.00	499,200.00	89.25	428,400.00	80.85	388,080.00
472.1	HOT MIX ASPHALT PAVEMENT HANDWORK	105.00	42,000.00		185.00	74,000.00	154.75	61,900.00	105.00	42,000.00
472.2	PARTIAL DEPTH PAVEMENT PATCH	30.00	15,000.00		50.00	25,000.00	38.75	19,375.00	35.00	17,500.00
482.3	SAWING ASPHALT PAVEMENT	4.00	480.00		1.00	120.00	3.00	360.00	2.00	240.00
999a	TEST HOLE FOR UTILITY LOCATION	100.00	500.00		500.00	2,500.00	165.00	825.00	50.00	250.00
	<b>TOTAL</b>		<b>518,971.00</b>			<b>731,220.00</b>		<b>653,460.00</b>		<b>548,745.00</b>

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

Elaine Davis  
Chief Procurement Officer

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

March 9, 2017

MEMORANDUM

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

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The County issued a bid for Roadway Materials on behalf of Towns in the County. Five (5) bids were received.

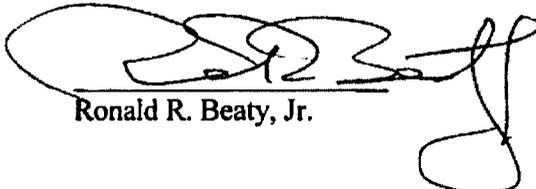
Please award the contracts to the following bidders as the responsive, responsible bidders offering the lowest prices as highlighted on the attached spreadsheet:

Cape Cod Aggregates  
Robert Childs, Inc.  
PA Landers  
Aggregate Industries  
Lawrence Lynch Corp

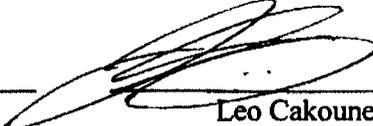
The term of the contract is from April 1, 2017 through March 30, 2018 with the option to renew for one additional year.

Thank you.

County Commissioners:

  
\_\_\_\_\_  
Ronald R. Beaty, Jr.

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

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

03/15/17  
\_\_\_\_\_  
Date

## AGREEMENT BETWEEN

Barnstable County  
3225 Main Street  
Barnstable, MA 02630

and

Aggregate Industries  
230 Great Western Road  
South Dennis, MA 02660

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_ 2017 by and between Aggregate Industries (hereinafter referred to as Contractor), and Ron Beaty Leo Cakounes and Mary Pat Flynn as they are the Commissioners of Barnstable County, but without any personal liability.

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

WHEREAS: Barnstable County issued an Invitation for Bids for the Supply of Roadway Materials to Towns in Barnstable County on January 18, 2017.

WHEREAS: The Invitation for Bids was bid in compliance with MA General Law Chapter 30, 39M.

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

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

1. Employment of Contractor. The County hereby agrees to engage the Contractor to perform the services hereinafter set forth in the Scope of Services. Contractor shall not be considered an employee of Barnstable County. Contractor hereby agrees to hold the County harmless from any claims regarding worker's compensation benefits, unemployment compensation benefits, retirement benefits, or any other benefit normally attributable to the status of "employee" and Contractor specifically agrees to pay for all damages incurred by the County, including costs, benefits, and reasonable attorney fees in the event the Contractor files such claim.
2. Scope of Services. The Contractor shall perform the scope of services as set forth in Barnstable County's Invitation for Bids dated January 18, 2017 and the Contractor's proposal dated February 3, 2017, incorporated herein by reference as Attachment A.
3. Time of Performance. Work in connection with the Agreement shall begin April 1, 2017 through March 31, 2018 with the option to renew for one additional year.
4. Payment. The Towns shall compensate the Contractor for services provided under Section 2, Scope of Services, a maximum not-to-exceed fee pricing submitted in their bids and highlighted on the attached spreadsheet. Travel and other expenses authorized shall be within the total contract limiting fee). Upon acceptance of the Contractor's invoice, payment will be made within thirty (30) days. If an invoice is not accepted by the Town within fifteen (15) days, it shall be returned to the Contractor with a written explanation for the rejection. At the end of each Town fiscal year Contractor must submit any outstanding invoices for services performed or delivered during the fiscal year (July 1-June 30) to the Town no later than July 31<sup>st</sup> of the year when the resources were prepared.
5. Termination or Suspension of Contract for Cause. If through any sufficient cause, the Contractor or the Town shall fail to fulfill or perform its duties and obligations under this Contract, or if either party shall violate or breach any of the provisions of this Contract, either party shall thereupon have the right to terminate or suspend this Contract, by giving written notice to the other party of such

termination or suspension and specifying the effective date thereof. Such notice shall be given at least fifteen (15) calendar days before such effective date.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

21. Headings, Interpretation and Severability. The headings used herein are for reference and convenience only and shall not be a factor in the interpretation of the Contract. If any provision of this Contract is declared or found to be illegal, unenforceable, or void, then both parties shall be relieved

of all obligations under that provision. The remainder of the Contract shall be enforced to the fullest extent permitted by law.

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

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

**FOR THE COUNTY:**

BARNSTABLE COUNTY COMMISSIONERS:

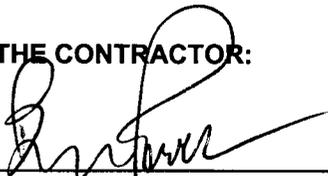
\_\_\_\_\_  
Ron Beaty

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

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

\_\_\_\_\_  
Date

**FOR THE CONTRACTOR:**

  
\_\_\_\_\_

3/17/17  
\_\_\_\_\_  
Date

\_\_\_\_\_

## **ATTACHMENT A TO CONTRACT**

### **SPECIAL PROVISIONS**

#### **GENERAL**

The Work under this Contract consists of providing various materials as described herein to the Towns of Barnstable, Bourne, Chatham, Dennis, Eastham, Falmouth, Harwich, Orleans, Sandwich, Wellfleet and/or Yarmouth through an Agreement with the County of Barnstable.

All Work done under this Contract shall be in conformance with the 1988 Massachusetts Highway Department (MDOT) Standard Specifications for Highways and Bridges, the Supplemental Specifications, the 2005 Standard Special Provisions, the 2010 Construction Standard Details, and the 2009 Manual on Uniform Traffic Control Devices, all as amended, and these Special Provisions.

NO FUEL PRICE ADJUSTMENT WILL BE ALLOWED FOR ANY OF THE CONTRACT BID ITEMS CONTAINED HEREIN. As noted on the Bid Form, a liquid asphalt price adjustment will be allowed for Bid Item 50, Hot Mix Asphalt ONLY. No other bid items will be allowed price adjustments.

The Special Provisions shall take precedence over the General Requirements of the Standard Specifications.

The vendor shall furnish manufacturer's certification that the materials conform to the specifications. All material shall be delivered to and off loaded at each Town's Highway Division yard or to a mutually agreeable site, except Hot Mix Asphalt which shall be loaded on Town trucks at the plant. All costs of transportation shall be included in the prices bid. If, at any time, the materials delivered are found to be sub-standard, the vendor shall be responsible for removing the offending material at their cost, within ten (10) working days after receiving notification from the Town.

All deliveries shall be made during each Town's normal business hours, Monday through Friday (except legal holidays), and in the presence of an authorized Town employee or agent.

Delivery shall be immediate unless the item is out of stock or not normally stocked, then the vendor shall notify the Town and shall make delivery within ten (10) days.

If at any time the vendor is unable to furnish materials or services as ordered by a Town:

- \* The vendor shall be obligated to obtain delivery from another supplier and will in turn invoice the Town at the price specified in the Contract, or
- \* The Town may order such materials or services from such places as are available, and the vendor shall reimburse the Town for all expenses incurred above the Contract price.

If services of the vendor are subsequently deemed to be unsatisfactory to any Town and/or are in violation of these specifications, a Town shall notify the said vendor in writing. If mutually agreeable arrangements cannot be achieved between the Town and the vendor, the terms of the Contract for that Town will be terminated. Notice of termination will be in writing and notification will be sent by registered or certified mail. Termination will become effective three (3) days after mailing said notification. Termination of a Contract by any Town shall not invalidate or alter the terms of a similar Contract with any other Town.

The vendor receiving an award shall, at no expense to any Town, adhere to Massachusetts General Law Chapter 111F - "Right to Know Law" as it shall apply to the items contained in the award notice.

MSDS labels and data are required where applicable.

### **ESTIMATED QUANTITIES BY TOWN**

Each Town has provided the estimated quantities for each bid item that it is presently planning to use which can be found on Attachment A. Because of unanticipated funding levels and bid results, these estimated quantities are for bid purposes only and can not be guaranteed. If there is no quantity provided for an item, then that specific Town does not intend to use that item.

### **UNIT PRICE WORK**

Initially, the Contract Price will be deemed to include for all Unit Price Work an amount equal to the established unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement. The estimated quantities of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Determinations of the actual quantities and classification of Unit Price Work performed by CONTRACTOR will be made by each Town.

Each unit price will be deemed to include an amount considered by CONTRACTOR to be adequate to cover CONTRACTOR'S overhead and profit for each separately identified item. The prices bid shall, without exception, include all royalties and other costs arising from patents, trademarks, and copyrights in any way involved in the materials to be supplied.

When the accepted quantity of Work varies from the estimated quantity, the CONTRACTOR shall accept as payment in full, so far as each contract item is concerned, payment at the original Contract unit price for the accepted quantity of Work done. No allowance will be made for any increased expenses, loss of expected reimbursement or loss of anticipated profits suffered or claimed by the Contractor, resulting either directly or indirectly from such increased or decreased quantity.

Each Town does not guarantee any minimum quantity of Unit Price Work. The CONTRACTOR may contact each Town to obtain information regarding quantities used in previous years, if he so chooses. However, each Town will not guarantee that an equal or greater quantity of Unit Price Work will be requested. Each Town reserves the right to purchase quantities of Contract materials from other sources for emergency or other reasons.

The vendor shall submit separate invoices accompanied by signed delivery slips to each using division/  
department of each Town.

It shall be the responsibility of the CONTRACTOR to inform each Town when the sum of all orders for units of Work is within 90% of the total Contract price for that Town. The CONTRACTOR'S total billing can not exceed the total Contract price without prior written approval by each Town.

### **TAXES**

State taxes will be excluded from all General and Sub-bids. The Towns shall provide their exemption certificate number to the CONTRACTOR. CONTRACTOR shall pay all taxes required to be paid by CONTRACTOR in accordance with the Laws and Regulations of the place of the Project which are applicable during the performance of the Work.

### **WEIGHING**

All materials requiring payment by weight shall be weighed at a certified scale prior to delivery and the weigh slips shall be delivered to and signed by a Town representative. Each Town may provide use of its scale and require gross weights and vehicle tare weights verified at time of delivery.

### **MISCELLANEOUS**

No assignment by a party hereto of any rights under or interests in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically, but without limitation, moneys that may become due and monies that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

The County and CONTRACTOR each binds himself, his partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

This CONTRACT shall be deemed to include all terms and requirements imposed by laws related to the performance of the Work on the Project or Services.

This is not an exclusive contract to provide services or materials to the County and Towns. The County and Towns reserve the right to contract for similar services or materials.

### **INTEREST**

All monies not paid when due hereunder shall bear interest at the maximum rate allowed by law at the place of the Project.

### **HOT MIX ASPHALT PAVEMENT - LOADED ON TOWN TRUCKS (Item No. 50)**

Bituminous concrete (hot mix asphalt) shall be manufactured in conformance with the material, composition, mixing, testing and plant requirements of Standard Specification Section M3. Top course mix, binder course mix and dense mix shall be furnished, as required, and loaded on Town trucks.

### **SOIL BORROW MATERIALS (Item No. 51)**

Soil borrow materials shall conform to the following Standard Specification subsections:

Sand Borrow - for Winter Maintenance - M 1.04.0 Type a (Washed)  
Loam Borrow - M 1.05.0

Sand shall be washed and screened through a one quarter inch (1/4") screen. The sand must be coarse and free from clay, silty loam and other undesirable materials. Deliveries of sand shall be made during the vendor's normal business hours, Monday through Friday. A Town may require, at its discretion, that emergency deliveries must be made during other periods to include Saturdays, Sundays, Holidays and non-business hours Monday through Friday at no extra cost to the Town. The vendor shall complete normal and emergency deliveries within a 12 hour period after receiving a request for delivery (maximum delivery 1,000 tons per 12 hours).

Loam borrow shall be screened to removed all stones and other material larger than 1 inch.

### **AGGREGATE MATERIALS (Item Nos. 53 thru 55 & 58)**

Aggregate materials shall conform to the following Standard Specification subsections:

Crushed Stone - M 2.01.1 through 2.01.6 (double washed)  
Dense Graded Crushed Stone - M 2.01.7 (3/4")

A requirement for all grades of crushed stone (except dense graded) shall be that not more than 0.3% of unsatisfactory material shall pass a No.4 sieve.

### **RECYCLED ASPHALT (Item No. 57)**

The recycled asphalt material shall meet the following gradation requirements:

Sieve Designation	Percentage By Weight Passing Through
3"	100
1-1/2"	70 - 100
3/4"	50 - 85
#4	30 - 60
#50	8 - 24
#200	0 - 10

The stone and sand material shall consist of inert material that is hard, angular, and durable, and free from cement concrete, brick, reinforcing steel, glass, wood, building rubble, loam and clay and other deleterious materials. Native round stone and materials that break up when alternately frozen and thawed or wetted and dried shall not be used. The material shall be "T-base" as manufactured by Aggregate Industries, Inc. or approved equivalent.

Each stockpile shall be tested (at no additional cost to the Town) for sieve analysis and California Bearing Ratio (CBR) by an independent, qualified Massachusetts laboratory. The certified results shall be equal to or

greater than that of gravel borrow (M1.03.0 type b), and the certifications shall be supplied to each Town. The processed material shall be stockpiled in such a manner as to minimize segregation of particle sizes. All recycled pavement material shall come from approved stockpiles.

The material shall be subject to review and approval by a Town prior to delivery.

**PLEASE USE THIS AS THE COVER SHEET FOR YOUR BID**  
**CERTIFICATE of NON-COLLUSION AND TAX COMPLIANCE**

Pursuant to MGL Chapter 62C, Section 49A, I certify under the penalties of perjury that I, to the best of my knowledge and belief, have complied with all laws of the Commonwealth of Massachusetts relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

I certify under the penalties of perjury that this bid/proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certificate, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club or other legal organization, entity or group of individuals.

Company: AGGREGATE INDUSTRIES NER

Address: 230 GREAT WESTERN RD

SOUTH DENNIS, MA 02660

Signature of Individual Signing  
Bid, or Corporate Officer: 

Telephone Number: 508 398-8865

Social Security Number

Or Federal Identification Number: 04 2079 391

Date: 2/2/17

Any person or corporation which fails to execute this document  
will be considered a non-responsive bidder  
and will be rejected pursuant to MGL Chapter 30, 39M.

**BID FORM  
MATERIALS  
(UNIT PRICE WORK)**

State the unit bid price (written in words and in numerals) for each Town listed. See page SP-2 for estimated quantities. Bidders may wish to contact each Town to obtain actual quantities purchased during prior years. Bidders may bid on any or all items for any or all Towns. Bid selection will be by each item and will be based on the lowest, qualified, responsible, and responsive bid for each item for each Town.

A price adjustment for cost fluctuations will be allowed as specified by the Massachusetts Department of Transportation (MDOT) and the following. **Liquid asphalt** (greater than 100 tons and variance from base price of 5% or more) adjustment will be allowed for **Bid Item Number: 50**. No other Bid Items will be allowed this adjustment. MDOT procedures and liquid asphalt prices shall be used to determine the adjustment, except as noted herein. The price adjustment shall be based on the difference between the "base price" and the "order price". The "base price" shall be the most recent published MDOT liquid asphalt price available on the day that the bids are due. The "order price" shall be the most recent published MDOT liquid asphalt price available on the day that a Town places an order for the item.

**ITEM NO.50 HOT MIX ASPHALT PAVE LOADED ON TOWN TRUCKS PER TON \*\***

<u>Town</u>	<u>Unit Bid Price Written in Words</u>	<u>In Numerals</u>
Bourne	<i>sixty-nine dollars no cents</i>	\$ <u>69.00</u>
Chatham	<i>sixty-nine dollars no cents</i>	\$ <u>69.00</u>
Dennis	<i>sixty-nine dollars no cents</i>	\$ <u>69.00</u>
Eastham	<i>sixty-nine dollars no cents</i>	\$ <u>69.00</u>
Harwich	<i>sixty-nine dollars no cents</i>	\$ <u>69.00</u>
Orleans	<i>sixty-nine dollars no cents</i>	\$ <u>69.00</u>
Provincetown	<i>sixty-nine dollars no cents</i>	\$ <u>69.00</u>
Sandwich	<i>sixty-nine dollars no cents</i>	\$ <u>69.00</u>
Yarmouth	<i>sixty-nine dollars no cents</i>	\$ <u>69.00</u>

\*\*A cost by each Town to account for Town costs to pick up this material shall be added to the above unit costs to obtain a total cost for each Town. Mileage between the plant and the Highway Division in each Town is:

<u>25</u> miles to Bourne	<u>1</u> miles to Harwich
<u>15</u> miles to Orleans	
<u>15</u> miles to Chatham	<u>10</u> miles to Sandwich
<u>1</u> miles to Dennis	<u>45</u> miles to Provincetown
<u>20</u> miles to Eastham	<u>5</u> miles to Yarmouth



Secretary's Certificate

AGGREGATE INDUSTRIES – NORTHEAST REGION, INC.

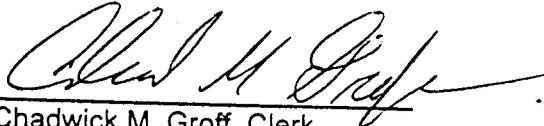
The undersigned, Chadwick M. Groff, Clerk of Aggregate Industries – Northeast Region, Inc., a Massachusetts corporation (the "Corporation"), hereby certifies that pursuant to an Action By Unanimous Written Consent of the Board of Directors dated March 1, 2006 it was:

RESOLVED: That *Roberto Huet, Chadwick M. Groff, Barry Powers, Eddy Persico and Robert P. Andersson*, are each individually and acting alone, authorized, directed and empowered as agents of the Corporation, to sign under the Corporation's corporate seal, obligations of the Corporation in the name of and on behalf of the Corporation; and the execution of any such contract, bond or obligation by any agent named above shall be valid and binding upon the Corporation for all purposes, and that this resolution shall remain in full force and effect unless and until the same has been altered, amended or revoked by a subsequent vote of the Corporation's Directors and a Certificate of such later vote is attested to by the Secretary or Assistant Secretary of the Corporation.

I do further certify that the above Vote has not been altered, amended or rescinded and remains in full force and affect.

I do further certify that the Corporation is duly organized and the foregoing Vote is in accordance with the Articles of Organization and By-Laws of the Corporation.

Dated as of this 1st day of March, 2006

  
Chadwick M. Groff, Clerk

**AGGREGATE INDUSTRIES-  
Northeast Region, Inc.**

230 Great Western Road  
South Dennis, Massachusetts 02660

Telephone 508-398-8865  
Facsimile 508-394-5942



**ITEM .57**

**RECYCLED ASPHALT**

**PER TON**

<u>Town</u>	<u>Unit Bid Price Written in Words</u>	<u>In Numerals</u>
Bourne	<u>seventeen dollars no cents</u>	\$ <u>17.00</u>
Chatham	<u>fifteen dollars no cents</u>	\$ <u>15.00</u>
Dennis	<u>thirteen dollars and fifty cents</u>	\$ <u>13.50</u>
Eastham	<u>sixteen dollars and no cents</u>	\$ <u>16.00</u>
Harwich	<u>fourteen dollars and fifty cents</u>	\$ <u>14.50</u>
Sandwich	<u>sixteen dollars and no cents</u>	\$ <u>16.00</u>

**ITEM NO. 58**

**3/4" CRUSHED STONE (DOUBLE WASHED)**

**PER TON**

<u>Town</u>	<u>Unit Bid Price Written in Words</u>	<u>In Numerals</u>
Bourne	_____	\$ _____
Dennis	_____	\$ _____
Falmouth	_____	\$ _____
Orleans	<u>N/B</u>	\$ _____
Provincetown	_____	\$ _____

# AIA<sup>®</sup> Document A310<sup>™</sup> – 2010

## Bid Bond

**CONTRACTOR:**

(Name, legal status and address)

AGGREGATE INDUSTRIES - NORTHEAST  
REGION, INC.  
1715 Broadway  
Saugus, MA 01906

**SURETY:**

(Name, legal status and principal place  
of business)

WESTERN SURETY COMPANY  
333 South Wabash Avenue Floor 22  
Chicago, IL 60604

This document has important legal  
consequences. Consultation with  
an attorney is encouraged with  
respect to its completion or  
modification.

**OWNER:**

(Name, legal status and address)

BARNSTABLE COUNTY  
3195 Main St. PO Box 427, Barnstable, MA 02630

Any singular reference to  
Contractor, Surety, Owner or  
other party shall be considered  
plural where applicable.

**BOND AMOUNT:** Five percent of amount bid.  
(5% of Amount Bid)

**PROJECT:**

(Name, location or address, and Project number, if any)

Road Materials-2017

Project Number, if any:

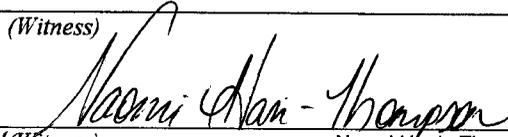
The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

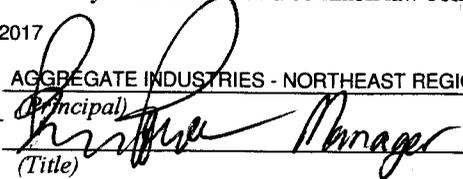
When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 6th day of February, 2017

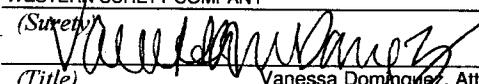
(Witness)

  
Naomi Harris-Thompson

AGGREGATE INDUSTRIES - NORTHEAST REGION, INC.

(Principal)  (Seal)  
(Title)

WESTERN SURETY COMPANY

(Surety)  (Seal)  
(Title) Vanessa Dominguez, Attorney in Fact

# Western Surety Company

## POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

**Lupe Tyler, Lisa A Ward, Wendy W Stuckey, Michael J Herrod, Anoop Chawla Adlakha, Nancy Thomas, Donna L Williams, Melissa L Fortier, Vanessa Dominguez, Individually**

of Houston, TX, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

**- In Unlimited Amounts -**

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 21st day of July, 2016.



WESTERN SURETY COMPANY

*Paul T. Bruflat*

Paul T. Bruflat, Vice President

State of South Dakota }  
County of Minnehaha } ss

On this 21st day of July, 2016, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

June 23, 2021



*J. Mohr*

J. Mohr, Notary Public

### CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 6th day of February, 2017.



WESTERN SURETY COMPANY

*L. Nelson*

L. Nelson, Assistant Secretary

**Authorizing By-Law**

**ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY**

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.

**BID FORM**

**BID IDENTIFICATION:           ROAD CONSTRUCTION MATERIALS  
(UNIT PRICE WORK)**

**THIS BID IS SUBMITTED TO:**

**(Name and Address  
of Owner)**

**Office of the County Commissioners  
Superior Court House  
P.O. Box 427  
Barnstable, Massachusetts 02630**

1. The undersigned BIDDER proposes and agrees, if the Bid is accepted to enter into an Agreement with the County, to complete all Work as specified or indicated in the Contract Documents for the Contract Unit Prices during the contract period of **April 1, 2017 to March 31, 2018, with an option to renew for one additional year** and in accordance with the Contract Documents.
2. BIDDER accepts all of the terms and conditions of the Instructions to Bidders. This Bid will remain open for sixty (60) days after the day of Bid opening. BIDDER will sign the Agreement and submit other documents (e.g. Bonds, Insurance Binders) required by the Contract Documents within five (5) working days after the date of the County's Notice of Award.
3. In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:

3.1 BIDDER has examined copies of all the Contract Documents and of the following addenda:

Date	<u>1/26/17</u>	Number	<u>1</u>
Date	<u>1/26/17</u>	Number	<u>2</u>
Date	<u>2/10/17</u>	Number	<u>3</u>

(receipt of all of which is hereby acknowledged) and also copies of the Notice to Bidders and the Instructions to Bidders.

- 3.2 BIDDER has examined the legal requirements (federal, state and local laws, by-laws, rules and regulations) and the conditions affecting cost, progress of performance of the Work and has made such independent investigations as BIDDER deems necessary.
  - 3.3 This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation, and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for himself any advantage over any other Bidder or over the County.
4. BIDDER will complete all the Work assigned for the unit price(s) listed in the Bid Form.

5. The following documents are attached to and made a condition of this Bid:

5.1 A tabulation of Subcontractors and other persons or organizations required to be identified in this Bid.

6. Communications concerning this Bid shall be addressed to:

Company Name: AGGREGATE INDUSTRIES  
Address: 230 GREAT WESTERN RD  
SOUTH DENNIS, MA 02660  
Telephone No.: 508 398-8865  
Fax No.: none  
E-mail Address: barry.powers@aggregate-us.com  
Bidder's Contact Person: BARRY POWERS

7. Bid comparison will be based on each item unit price provided for each Town. Bidders may bid on any or all items for any or all Towns listed. Bid selection will be by each item by Town and will be based on the lowest, qualified, responsible, and responsive bid for each item for each Town.

8. The undersigned certifies under penalties of perjury that this Bid is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this paragraph, the word "person" shall mean any natural person, joint venture, partnership, corporation or other business or legal entity.

SUBMITTED on February 9, \_\_\_\_\_, 2017.

**An Individual**

By \_\_\_\_\_ (SEAL)  
(Individual's Name and Signature)

doing business as \_\_\_\_\_

Business address: \_\_\_\_\_

Phone No.: \_\_\_\_\_

**A Partnership**

By \_\_\_\_\_ (SEAL)  
(Firm Name)

\_\_\_\_\_  
(General Partner Name and Signature)

Business address: \_\_\_\_\_

\_\_\_\_\_

Phone No.: \_\_\_\_\_

**A Corporation**

By AGGREGATE INDUSTRIES - NER  
(Corporation Name)

MASSACHUSETTS  
(State of Incorporation)

By [Signature]  
(Name of person authorized to sign and Signature)

(Corporate Seal)

Attest \_\_\_\_\_  
(Secretary)

Business address: 230 GREAT WESTERN RD  
SOUTH DENNIS, MA 02660

Phone No.: 508 398-8865

**A Joint Venture**

By \_\_\_\_\_  
(Name and Signature)

\_\_\_\_\_  
(Address)

By \_\_\_\_\_  
(Name and Signature)

\_\_\_\_\_  
(Address)

(Each joint venture must sign. The manner of signing for each individual, partnership and corporation that is party to the joint venture should be in the manner indicated above.)

# COUNTY OF BARNSTABLE

## PURCHASING

### DEPARTMENT OF FINANCE

SUPERIOR COURT HOUSE

P.O. BOX 427

BARNSTABLE, MASSACHUSETTS 02630

Phone: (508) 375-6637

Fax: (508) 362-4136

Email:

edavis@barnstablecounty.org

**Elaine Davis**  
Chief Procurement Officer

March 28, 2017

#### MEMORANDUM

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

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The County issued an Invitation for Bids for Vending Services and Maintenance in 2015 for a term of one year with two one year renewals. The bid was awarded to Accord Vending as the responsive, responsible bidder offering a commission of 30.2% of gross sales. The bid was renewed last year for one additional year. Please vote to renew the contract with Accord Vending for the final year of the contract. The term of the renewal will be from July 1, 2017 through June 30, 2018.

Thank you.

County Commissioners:

\_\_\_\_\_  
Ronald R. Beaty, Jr.

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

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

\_\_\_\_\_  
Date

COUNTY OF BARNSTABLE  
PURCHASING  
DEPARTMENT OF FINANCE

Elaine Davis  
Chief Procurement Officer

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

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

May 18, 2016

MEMORANDUM

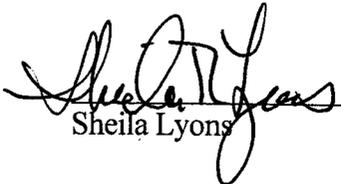
**TO:** County Commissioners  
**FROM:** Elaine Davis, Chief Procurement Officer  
**RE:** Bid Renewal

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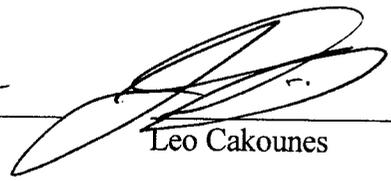
Please vote to renew the contract with Accord Vending to provide vending machine service and maintenance to the County complex, Second District Courthouse, Fire Training Academy and Route 6 Rest Area. This service was bid for FY 2016 with two one year options to renew. The term of the extension will be July 1, 2016 through June 30, 2017. See attached memo form Steve Tebo, Facilities director.

Thank you.

County Commissioners:

  
Sheila Lyons

  
Mary Pat Flynn

  
Leo Cakounes

5/25/16  
Date

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

Elaine Davis  
Chief Procurement Officer

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

May 1, 2015

MEMORANDUM

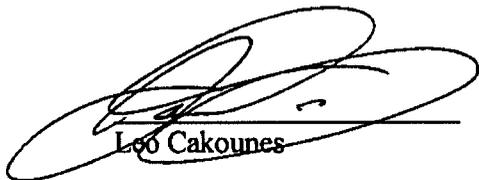
**TO:** County Commissioners  
**FROM:** Elaine Davis, Purchasing  
**RE:** Invitation for Bids for Vending Machine Maintenance and Services

Barnstable County solicited bids for the vending machine maintenance and services for the County Complex, Second District Courthouse, Fire Training Academy and Route 6 Rest Area. One bid was received.

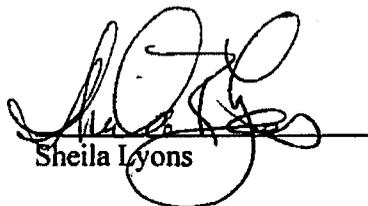
Please vote to award the bid for vending machine maintenance and services to Accord Vending, Inc. as the responsive, responsible bidder offering the highest commission at 30.2% of gross sales. See attached memo from Steve Tebo, Facilities Director.

Thank you.

County Commissioners:

  
Leo Cakounes

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

  
Sheila Lyons

5/20/15  
Date



March 14, 2017

Erika Woods  
Cape Cod Hoarding Task Force  
3195 Main Street  
Barnstable, MA 02630

Erika,

Cape Cod Healthcare is pleased to support the Hoarding Intervention Strategies and Community Education program with a \$3,000 grant. You should receive the grant check within 45 days.

Upon completion of the program or by October 31, 2017, please submit the enclosed Annual Summary and Outcomes Report for the project. The report can be emailed to [lguyon@capecodhealth.org](mailto:lguyon@capecodhealth.org).

Please let me know if you have any questions. I can be reached directly at 508-862-7896.

Best regards,

Lisa Guyon

Director of Community Benefits

Cape Cod Healthcare

[lguyon@capecodhealth.org](mailto:lguyon@capecodhealth.org)

Enclosures

_____	_____
LEO CAROUNES	DATE
_____	_____
MARY PAT FLYNN	DATE
_____	_____
RON BEATY	DATE



## RESOURCE DEVELOPMENT OFFICE

### FUND REQUEST MEMO

**DATE:** March 28, 2017  
**TO:** County Commissioners and County Administrator  
**FROM:** Bobbi Moritz, Resource Development Officer  
**SUBJECT:** Cape Cod Healthcare Grant awarded to BC Dept. of Health and Environment

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**Explanation:** Cape Cod Healthcare awarded a grant, in the amount of \$3,000 to the BCDH&E to support the Hoarding Intervention Community Education Program

**Department** Barnstable County Department of Health and Environment

**Funder** Cape Cod Healthcare Community Benefits

**Amount** \$3000.00

**Purpose/Project** To support the Hoarding Intervention Strategies Community Education Program that will serve the Upper/Mid and Lower/Outer Cape regions. The anticipated number of people served: 60-80..

Please establish a new fund for this grant.

Respectfully Submitted,

RDO Officer Signature: Bobbi Moritz

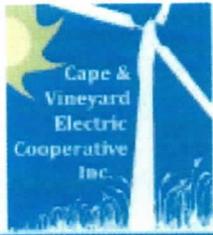
\_\_\_\_\_  
County Administrator

\_\_\_\_\_  
Date:

\_\_\_\_\_  
Commissioner Name

\_\_\_\_\_  
Commissioner Name

\_\_\_\_\_  
Commissioner Name



# Cape & Vineyard Electric Cooperative, Inc.

23H2 White's Path, Suite 2, South Yarmouth, MA 02664

774-722-1812 [www.cvecinc.org](http://www.cvecinc.org)

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January 31, 2017

Barnstable County  
P.O. Box 427/SCH  
Barnstable, MA 02630

Dukes County  
PO Box 190, 9 Airport Road  
Edgartown, MA 02539

Town of Oak Bluffs  
56 School St.  
Oak Bluffs, MA 02557

Town of Chilmark  
PO Box 119  
401 Middle Road  
Chilmark, MA 02535

Town of Brewster  
2198 Main St.  
Brewster, MA 02631

Town of Chatham  
549 Main St.  
Chatham, MA 02633

Town of Provincetown  
260 Commercial St.  
Provincetown, MA 02657

Town of Yarmouth  
1147 Route 28  
South Yarmouth, MA 02664

Monomoy Regional School District  
425 Crowell Road  
Chatham, MA 02633

Re: *Omnibus Side Letter Agreement Regarding Payment Processing under  
Inter-Governmental Net Metered Power Sales Agreement*

Dear Counties of Barnstable and Dukes, Towns of Chilmark, Brewster, Chatham, Provincetown  
and Yarmouth and Monomoy Regional School District:

On behalf of the Cape & Vineyard Electric Cooperative, Inc. ("CVEC"), I am writing to  
request that you consider and confirm your agreement to a new policy for CVEC's processing of

payments due and owing under that certain Inter-Governmental Net Metered Power Sales Agreement between you and CVEC identified in Attachment A (the “PSA”).<sup>1</sup>

Reference is made to Article V (Metering and Billing) of the PSA pursuant to which CVEC is to provide you with an invoice on or before the fifteenth (15<sup>th</sup>) day of each month for amounts due and payable for the projects in accordance with Exhibit A and Exhibit B of the PSA and you are to pay CVEC said amounts due under the invoice within twenty-one (21) days of receipt. Currently, CVEC provides you with an invoice for *each* DG Project set forth on Exhibit B, rather than one invoice for amounts due in the aggregate. However, this process results in CVEC sending you several invoices and a large amount of accounting for you and for CVEC on a monthly basis.

In an effort to make the accounting and payment processing under the PSA more efficient, CVEC would like to undertake a new procedure. This procedure is intended to be more in keeping with the timing of the ledger statement CVEC receives from the Distribution Company for the DG Projects, which is how CVEC and the DG Project owner review and confirm monthly kilowatt-hour (“kWh”) production from the DG Project. The Distribution Company provides Net Metering Credits in the form of cash for certain of the DG Projects listed on Exhibit B (“Cash-out Projects”), and provides Net Metering Credits in the form of credit allocations to your designated electric accounts for others (“Allocation Projects”). The Distribution Company operates on a billing cycle basis according to the meter read for the DG Project. Each billing cycle is about one month, but each DG Project has a different billing cycle depending upon when its meter read occurs. The Distribution Company issues a ledger statement for each DG Project after a DG Project billing cycle that shows the total amount of Net Metering Credits generated during that billing cycle for the DG Project.

CVEC’s proposal would allow CVEC to collect the Distribution Company ledger statement for the prior month’s billing cycle for each DG Project before sending you a comprehensive statement that would reconcile all payments due and owing to CVEC for your share of all of the DG Projects listed on Exhibit B to the PSA for the prior billing cycle, with the cash credits due and owing to you from the Cash-out Projects listed on Exhibit B to the PSA for the prior billing cycle. Depending upon the season and total kWh production during a billing cycle, the reconciliation may result in CVEC sending you a check for the net amount due and owing to you, or the reconciliation may result in CVEC sending you an invoice for the net amount due and owing to CVEC. A detailed description of the process is set forth below for your consideration:

- CVEC will send out a comprehensive statement to you for the prior Distribution Company billing cycle for each DG Project listed on Exhibit B of your PSA on the first day of the next month following the close of the Distribution Company billing cycle for all such projects. By way of example only, for a November–December 2016 billing cycle, CVEC would send a comprehensive statement on February 1, 2017 reconciling the

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<sup>1</sup> Capitalized terms used but not defined in this letter have the meaning given them in the PSA.

crediting and invoicing for all of the DG Projects for the November–December 2016 billing cycle.

- The comprehensive statement will provide an accounting of the amounts due and owing to CVEC/DG Project owner, including any operational adder or revenue sharing in accordance with Exhibits A and B of the PSA, for each DG Project.
- The comprehensive statement will provide an accounting of the Net Metering Credits due and owing to you from each Cash-out Project.
- Rather than require you to issue multiple checks for payments or require CVEC to issue multiple invoices for the DG Projects, with the comprehensive statement, CVEC will either remit to you one check for the net amount of cash due to you or one invoice for the net amount due to CVEC after reconciling the amounts due to CVEC for all of the DG Projects and the Net Metering Credits due to you for the Cash-out Projects.
- You will continue to receive Net Metering Credits allocated to your designated electric accounts by the Distribution Company for the Allocation Projects.
- In addition to the comprehensive statement, CVEC will continue to send you a full accounting report for each DG Project that identifies the cash-out savings and/or credits for each individual electric account.

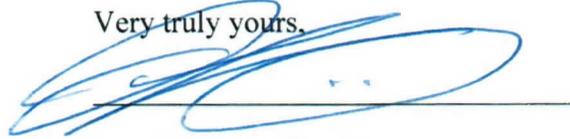
An illustrative comprehensive statement showing the new payment processing is set forth in Attachment B. This invoice is for illustrative purposes only. Please contact Liz Argo, CVEC's Manager, Programs & Administration at 774-722-1812 if you have any questions regarding the process set forth above and illustrated in Attachment B. If you are in agreement with the process set forth above, please sign the letter below and send one original signature page of this letter agreement to Liz Argo at the address set forth above.

This letter agreement is intended to be binding and enforceable by both CVEC and the party named above in respect of such party's PSA identified in Attachment A. By signing this letter you agree that the process set forth herein shall supersede the process set forth in Article V (Metering and Billing) of the PSA. This letter agreement will become effective upon execution by all parties set forth below and CVEC. Please note that CVEC will not commence the new payment processing procedure until all parties have executed this side letter. CVEC will notify you when the new processing procedure will commence so that you may plan accordingly.

This letter agreement may be executed in counterparts, each of which shall be deemed an original and all of which shall constitute one and the same agreement. A scanned or electronically reproduced copy or image of this letter agreement bearing the signature of the parties hereto shall be deemed an original and may be introduced or submitted in any action or proceeding as competent evidence of the execution, terms and existence of this agreement notwithstanding the failure or inability to produce or tender an original, executed counterpart of this agreement and without the requirement that the unavailability of such original, executed counterpart of this agreement first be proven.

Thank you for your timely attention to this important matter.

Very truly yours,



Leo Cakounes, President  
Cape & Vineyard Electric Cooperative, Inc.

**AGREED AND ACCEPTED THIS \_\_ DAY OF \_\_\_\_\_, 20\_\_ BY:**

**BARNSTABLE COUNTY**

By:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

By:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

By:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**AGREED AND ACCEPTED THIS \_\_ DAY OF \_\_\_\_\_, 20\_\_ BY:**

**DUKES COUNTY**

By:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**AGREED AND ACCEPTED THIS \_\_ DAY OF \_\_\_\_\_, 20\_\_ BY:**

**TOWN OF OAK BLUFFS**

By:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**AGREED AND ACCEPTED THIS \_\_ DAY OF \_\_\_\_\_, 20\_\_ BY:**

**TOWN OF CHILMARK**

By:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

By:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

By:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**AGREED AND ACCEPTED THIS \_\_ DAY OF \_\_\_\_\_, 20\_\_ BY:**

**TOWN OF BREWSTER**

By:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**AGREED AND ACCEPTED THIS \_\_ DAY OF \_\_\_\_\_, 20\_\_ BY:**

**TOWN OF CHATHAM**

By:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**AGREED AND ACCEPTED THIS \_\_ DAY OF \_\_\_\_\_, 20\_\_ BY:**

**TOWN OF PROVINCETOWN**

By:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**AGREED AND ACCEPTED THIS \_\_ DAY OF \_\_\_\_\_, 20\_\_ BY:**

**TOWN OF YARMOUTH**

By:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**AGREED AND ACCEPTED THIS \_\_ DAY OF \_\_\_\_\_, 20\_\_ BY:**

**MONOMOY REGIONAL SCHOOL DISTRICT**

By:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**ATTACHMENT A**

**List of Net Metered Power Sales Agreements**

The Intergovernmental Agreement between the Cape & Vineyard Electric Cooperative and  
Barnstable County

The Intergovernmental Agreement between the Cape & Vineyard Electric Cooperative and  
Dukes County

The Intergovernmental Agreement between the Cape & Vineyard Electric Cooperative and the  
Town of Oak Bluffs

The Intergovernmental Agreement between the Cape & Vineyard Electric Cooperative and the  
Town of Chilmark

The Intergovernmental Agreement between the Cape & Vineyard Electric Cooperative and the  
Town of Brewster

The Intergovernmental Agreement between the Cape & Vineyard Electric Cooperative and the  
Town of Chatham

The Intergovernmental Agreement between the Cape & Vineyard Electric Cooperative and the  
Town of Provincetown

The Intergovernmental Agreement between the Cape & Vineyard Electric Cooperative and the  
Town of Yarmouth

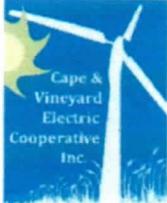
The Intergovernmental Agreement between the Cape & Vineyard Electric Cooperative and the  
Monomoy Regional School District

**ATTACHMENT B**

**Illustrative Invoice – Pages 1 & 2**

**Sample is for Town of Brewster - one month of Brewster as offtaker for net metering credits from its 7 offtaker projects. The Comprehensive Statement would trigger a check to Brewster of \$144.16 for the month of January.**

Monthly Comprehensive Offtaker Statement – page 1

<b>Offtaker</b>	<b>Month</b>	
Brewster	January 2017	
		Invoice # _____ Check # <u>357666</u>

**SUMMARY**

Monthly Offtaker Transactions Totals Summary

Total Monthly Costs for Projects <i>(PPA, Adder and Rev Share Costs)</i>	Offtaker's Share of Monthly Cash Sent to CVEC for the Projects with Cashed-Out NMC	Total Remaining Monthly Cost or Cash Due to Offtaker after Pay All Projects' Costs – - Will trigger either an invoice or a check from CVEC – For Projects' Details, see page 2
(\$12,853.92)	\$12,998.08	\$144.16

**Note:**

**Offtaker's Total Monthly Net Benefit, Including Allocated NMC as Benefit on Electric Bills = \$3,928.47**

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Cape & Vineyard Electric Cooperative, Inc. [www.cveccol.org](http://www.cveccol.org) 2342 White's Path, Suite 2, South Yarmouth, MA 02664 774-722-1812

Monthly Comprehensive Offtaker Statement - page 2

Offtaker Month

Brewster January 2017

DETAIL



Project Yellow Projects are Allocation Projects - Others are Cash-out Projects	Participant Share of Project	Month's kWh Share to Offtaker	NMC Share to Offtaker - As either Allocation or Cash- out	Developer Cost (PPA)	CVEC Adder Cost	Rev Share Cost to Host	Total Costs	Cash Due to Town from Share of Cash-Out NMC	Total Cost or Cash Remaining per Project after Pay All Project Costs	Offtaker Net Benefit Including Allocated NMC
Eastham Landfill	1.02%	307.091	\$52.31	(\$21.71)	(\$1.54)	(\$15.30)	(\$38.55)		(\$38.55)	\$13.76
Fire District	16.05%	18,643.68	\$3,175.95	(\$1,137.26)	(\$279.66)	(\$1,019.34)	(\$2,436.26)		(\$2,436.26)	\$739.69
Harwich Landfill	12.20%	47,170.08	\$8,068.11	(\$3,349.08)	(\$235.85)	(\$2,359.52)	(\$5,944.44)	\$8,068.11	\$2,123.67	\$2,123.67
Nunnepeg Well	13.71%	24,102.18	\$4,109.42	(\$2,376.47)	(\$120.51)	(\$866.47)	(\$3,363.46)	\$4,109.42	\$745.96	\$745.96
Tisbury Landfill	3.06%	4,813.99	\$820.54	(\$439.52)	(\$24.07)	(\$190.51)	(\$654.10)	\$820.54	\$166.44	\$166.44
West Tisbury Landfill	4.24%	3,264.74	\$556.05	(\$212.86)	(\$32.65)	(\$171.59)	(\$417.10)		(\$417.10)	\$138.95
Wixon School (Summer only)	16%	-	!							!
<b>Total</b>				(\$7,536.90)	(\$694.27)	(\$4,622.74)	(\$12,853.92)	\$12,998.08	\$144.16	\$3,928.47

Memorandum of Agreement  
Between

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

and

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

This Memorandum of Agreement (Agreement) is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2017 by and between Barnstable County, acting by and through the Cape Cod Commission (hereafter referred to as the "Commission") and the Town Manager on behalf of the Town of Barnstable (hereafter referred to as the "Town.")

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

WHEREAS, the Town has requested technical assistance to support developing regional approaches for financing capital planning of potential water quality improvement infrastructure projects relative to Lewis Bay and other watersheds,

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

1. RESPONSIBILITIES OF THE TOWN

- A) The Town has requested technical assistance from the Commission in accordance with its letter dated February 23, 2017 incorporated herein by reference.
- B) The Town agrees to work with the Commission as per the attached Scope of Work, Attachment A.

2. RESPONSIBILITIES OF THE COMMISSION

Upon execution of this agreement, the Commission agrees to provide the Town with the technical assistance outlined in Attachment A at an estimated cost of \$45,000. Funding for this technical assistance is provided by the Department of Housing and Community Development and the Cape Cod Commission.

3. DURATION

A) This Memorandum of Agreement shall be effective until December 31, 2017 unless an extension in time is agreed to in writing by both parties.

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

4. AMENDMENT

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

5. SIGNATORY AUTHORIZATION

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

6. INTEGRATED INSTRUMENT

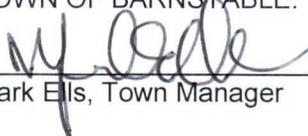
This Agreement shall take effect as an integrated instrument.

IN WITNESS WHEREOF, the TOWN and the COMMISSION execute this Agreement this \_\_\_\_\_ day of \_\_\_\_\_ in the year two thousand and seventeen.

BARNSTABLE COUNTY COMMISSIONERS:

TOWN OF BARNSTABLE:

\_\_\_\_\_  
Leo Cakounes, Chair

  
\_\_\_\_\_  
Mark Ellis, Town Manager

\_\_\_\_\_  
Mary Pat Flynn, Vice-Chair

\_\_\_\_\_  
Date

\_\_\_\_\_  
Ronald Beaty, Commissioner

\_\_\_\_\_  
Date

CAPE COD COMMISSION

  
\_\_\_\_\_  
Paul Niedzwiecki, Executive Director

3/28/17  
\_\_\_\_\_  
Date

# ATTACHMENT A



## Town of Barnstable Growth Management Department [www.townofbarnstable.us/growthmanagement](http://www.townofbarnstable.us/growthmanagement)



February 23, 2017

Patty Daley, Esquire  
Deputy Director  
Cape Cod Commission  
3225 Main St. PO BOX 226  
Barnstable, MA 02630-0226  
Re: 2017 District Local Technical Assistance Funds

Dear Ms. Daley:

The Town of Barnstable Growth Management Department (GMD) requests District Local Technical Assistance for the advancement of a comprehensive water resources management strategy in the village of Hyannis. The Lewis Bay watershed, shared with Barnstable and Yarmouth, exceeds its critical threshold for nitrogen, resulting in impaired water quality. This relatively densely developed watershed hosts five wastewater treatment facilities, 7 freshwater ponds, and 22 drinking water wells. Hyannis is the target for additional growth within the Town of Barnstable and this growth must be supported with comprehensive and proactive capital planning. This DLTA request meets the objectives for Planning Ahead for Growth by identifying challenges and solutions with respect to infrastructure requirements and does so using a collaborative regional approach. This request also meets Community Compact Best Practices related to Comprehensive Water Resource Management, Capital Planning, and Regionalization/Shared Services.

Sincerely,

Elizabeth S. Jenkins, AICP  
Interim Director



U.S. Department of Housing and Urban Development

MASSACHUSETTS STATE OFFICE, NEW ENGLAND AREA
Office of Community Planning and Development
Thomas P. O'Neill, Jr. Federal Building
10 Causeway Street - Fifth Floor
Boston, Massachusetts 02222-1092

Fax (617) 565-5442

Beth Albert
Director
Barnstable County Human Services
3195 Main Street
Barnstable, MA 02630

Dear Ms. Albert:

MAR 21 2017

SUBJECT: Transmittal: FY2016 CONTINUUM OF CARE PROGRAM
Planning Grant Agreement

Congratulations on the final selection for funding under the Department of Housing and Urban Development (HUD) FY2016 Continuum of Care competition. Enclosed are two (2) of the Grant Agreements and Exhibit- Scope of Work for the below grant:

Table with 1 row and 3 columns, containing the grant ID MA0555L1T031600 in the first column.

The enclosed FY2016 Grant Agreement and Scope of Work constitute the legal agreement between your organization and HUD. Please follow the steps below to process the Grant Agreement and Scope of Work:

- 1. Have your authorized representative sign and date both (2) copies of the Grant Agreement and Scope of Work.
2. Retain one copy of the Grant Agreement and Scope of Work within your organization.
3. Scan one copy of the executed copy the Grant Agreement and Scope of Work along with SAM (System Award Management) detail printout and email your assigned CPD Representative, Cleonie Mainvielle, at cleonie.mainvielle@hud.gov and David Manganis, CPD Program Assistant, at david.m.manganis@hud.gov.
4. Mail a hard copy of the executed Grant Agreement and Scope of Work to this office within 7 days from the date of this letter.

If any financial information requires a revision, please utilize the following documents, if applicable:

- The LOCCS/VRS Access Authorization Form (HUD -27054) http://portal.hud.gov/hudportal/documents/huddoc?id=27054.pdf
The Direct Deposit Form (SF-1199A) http://www.irs.gov/pub/irs-utl/sf-1199-a\_dirdeposit.pdf

Additional information can be found at:

http://portal.hud.gov/hudportal/HUD?src=/program\_offices/cfo/loccs\_guidelines or
http://portal.hud.gov/hudportal/HUD?src=/espanol

Please submit any request for revision to your CPD Representative for processing. If we can offer any further assistance, please do not hesitate to contact Cleonie Mainvielle at 617-994-8520 or cleonie.mainvielle@hud.gov.

Sincerely,

Handwritten signature of Paul Connolly in blue ink.

Paul Connolly
Program Manager

Enclosures

Tax ID No.: 04-6001419  
Effective Date: March 21, 2017  
DUNS No.: 076612407

CONTINUUM OF CARE PROGRAM  
Grant Agreement

Grant Number(s):

MA0555L1T031600		
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This Grant Agreement (“this Agreement”) is made by and between the United States Department of Housing and Urban Development (“HUD”) and Barnstable County Human Services (the “Recipient”).

This Agreement is governed by title IV of the McKinney-Vento Homeless Assistance Act 42 U.S.C. 11301 *et seq.* (the “Act”) and the Continuum of Care Program rule (the “Rule”).

The terms “Grant” or “Grant Funds” mean the funds that are provided under this Agreement. The term “Application” means the application submissions on the basis of which the Grant was approved by HUD, including the certifications, assurances, and any information or documentation required to meet any grant award condition. All other terms shall have the meanings given in the Rule.

The Application is incorporated herein as part of this Agreement, except that only those projects listed, and only in the amounts listed on a Scope of Work exhibit, are funded by this Agreement. In the event of any conflict between any application provision and any provision contained in this Agreement, this Agreement shall control.

Exhibit 1, the FY2016 Scope of Work, is attached hereto and made a part hereof. If in the future appropriations are made available for Continuum of Care grants; if the Recipient applies under a Notice of Funds Availability published by HUD; and, if pursuant to the selection criteria in the Notice of Funds Availability, HUD selects the Recipient and one or more projects listed on Exhibit 1 for renewal, then additional Scope of Work exhibits may be attached to this Agreement. Those additional exhibits, when attached, will also become a part hereof.

The effective date of the Agreement shall be the date of execution by HUD and it is the date use of funds under this Agreement may begin. Each project will have a performance period that will be listed on the Scope of Work exhibit(s) to this Agreement. For renewal projects, the period of performance shall begin at the end of the Recipient’s final operating year for the project being renewed and eligible costs incurred for a project between the end of Recipient’s final operating year under the grant being renewed and the execution of this Agreement may be paid with funds from the first operating year of this Agreement. For each new project funded under this Agreement, the Recipient and HUD will set an operating start date in eLOCCS, which will be used to track expenditures, to establish the project performance period, and to determine when a project is eligible for renewal. The Recipient hereby authorizes HUD to insert the project performance period for new projects into the exhibit without Recipient signature, after the operating start date is established in eLOCCS.

This Agreement shall remain in effect until termination either: 1) by agreement of the parties; 2) by HUD alone, acting under the authority of 24 CFR 578.107; 3) upon expiration of the final performance period for all projects funded under this Agreement; or 4) upon the expiration of the period of availability of funds for all projects funded under this Agreement.

The Recipient agrees:

1. To ensure the operation of the project(s) listed on the Scope of Work in accordance with the provisions of the Act and all requirements of the Rule;
2. To monitor and report the progress of the project(s) to the Continuum of Care and HUD;
3. To ensure, to the maximum extent practicable, that individuals and families experiencing homelessness are involved, through employment, provision of volunteer services, or otherwise, in constructing, rehabilitating, maintaining, and operating facilities for the project and in providing supportive services for the project;
4. To require certification from all subrecipients that:
  - a. Subrecipients will maintain the confidentiality of records pertaining to any individual or family that was provided family violence prevention or treatment services through the project;
  - b. The address or location of any family violence project assisted with grant funds will not be made public, except with written authorization of the person responsible for the operation of such project;
  - c. Subrecipients will establish policies and practices that are consistent with, and do not restrict, the exercise of rights provided by subtitle B of title VII of the Act and other laws relating to the provision of educational and related services to individuals and families experiencing homelessness;
  - d. In the case of projects that provide housing or services to families, that subrecipients will designate a staff person to be responsible for ensuring that children being served in the program are enrolled in school and connected to appropriate services in the community, including early childhood programs such as Head Start, part C of the Individuals with Disabilities Education Act, and programs authorized under subtitle B of title VII of the Act;
  - e. The subrecipient, its officers, and employees are not debarred or suspended from doing business with the Federal Government; and
  - f. Subrecipients will provide information, such as data and reports, as required by HUD; and
5. To establish such fiscal control and accounting procedures as may be necessary to assure the proper disbursement of, and accounting for grant funds in order to ensure that all financial transactions are conducted, and records maintained in accordance with generally accepted accounting principles, if the Recipient is a Unified Funding Agency;
6. To monitor subrecipient match and report on match to HUD;
7. To take the educational needs of children into account when families are placed in housing and will, to the maximum extent practicable, place families with children as close as possible to their school of origin so as not to disrupt such children's education;
8. To monitor subrecipients at least annually;
9. To use the centralized or coordinated assessment system established by the Continuum of Care as required by the Rule. A victim service provider may choose not to use the Continuum of Care's centralized or coordinated assessment system, provided that victim service providers in the area use a centralized or coordinated assessment system that meets HUD's minimum

requirements and the victim service provider uses that system instead;

10. To follow the written standards for providing Continuum of Care assistance developed by the Continuum of Care, including those required by the Rule;
11. Enter into subrecipient agreements requiring subrecipients to operate the project(s) in accordance with the provisions of this Act and all requirements of the Rule; and
12. To comply with such other terms and conditions as HUD may have established in the applicable Notice of Funds Availability.

HUD notifications to the Recipient shall be to the address of the Recipient as stated in the Application, unless HUD is otherwise advised in writing. Recipient notifications to HUD shall be to the HUD Field Office executing the Agreement. No right, benefit, or advantage of the Recipient hereunder may be assigned without prior written approval of HUD.

The Agreement constitutes the entire agreement between the parties hereto, and may be amended only in writing executed by HUD and the Recipient.

By signing below, Recipients that are states and units of local government certify that they are following a current HUD approved CHAS (Consolidated Plan).

**Tax ID No.: 04-6001419**  
**Effective Date: March 21, 2017**  
**DUNS No.: 076612407**

**SCOPE OF WORK EXHIBIT 1 for FY 2016 COMPETITION**

1. The project listed on this Scope of Work are governed by the Continuum of Care Program Interim Rule attached hereto and made a part hereof as Exhibit 1a. Upon publication for effect of a Final Rule for the Continuum of Care program, the Final Rule will govern this Agreement instead of the Interim Rule. The project listed on this Exhibit at 4., below, are also subject to the terms of the FY2016 Notice of Funds Availability.
2. The Continuum that designated the Recipient to apply for grant funds has not been designated a high performing community by HUD for the applicable fiscal year.
3. The designated Recipient applying for grant funds is not the only Recipient for the Continuum of Care. HUD's total funding obligation for this recipient is **\$49,842.00**, allocated between budget line items, as indicated in 4., below. In accordance with the Rule, the Recipient is prohibited from moving more than 10% from one budget line item in a project's approved budget to another without written amendment to this Agreement.
4. HUD agrees, subject to the terms of this Agreement, to provide the Grant funds for the project application listed below in the amounts specified below to be used during the performance period established below. However, no funds for new projects may be drawn down by Recipient until HUD has approved site control pursuant to the Rule and no funds for renewal projects may be drawn down by Recipient before the end date of the project's final operating year under the grant that has been renewed.

<b>MA0555L1T031600</b>	<b>\$49842</b>
<hr/>	
allocated between budget line items as follows:	
a. Continuum of Care planning activities	\$49,842
b. UFA costs	\$0
c. Acquisition	\$0
d. Rehabilitation	\$0
e. New construction	\$0
f. Leasing	\$
g. Rental assistance	\$
h. Supportive services	\$
i. Operating costs	\$
j. Homeless Management Information System	\$
k. Administrative costs	\$
l. Relocation costs	\$0
m. Housing relocation and stabilization services	\$0

**Tax ID No.: 04-6001419**  
**Effective Date: March 21, 2017**  
**DUNS No.: 076612407**

5. If grant funds will be used for payment of indirect costs, the Recipient is authorized to insert the Recipient's and Subrecipients' federally recognized indirect cost rates on the attached Federally Recognized Indirect Cost Rates Schedule, which Schedule shall be incorporated herein and made a part of the Agreement. No indirect costs may be charged to the grant by the Recipient if their federally recognized cost rate is not listed on the Schedule. If no federally recognized indirect cost rate is listed on the Schedule for a project funded under this Agreement, no indirect costs may be charged to the project by the subrecipient carrying out that project.
  
6. The following projects are awarded project-based rental assistance for a term of fifteen (15) years. Funding is provided under this Scope of Work for the performance period stated in paragraph 4. Additional funding is subject to the availability of annual appropriations.  
**NONE**
  
7. Program income earned during the grant term shall be retained by the recipient and used for eligible activities. Program income may also be used as match.

**FEDERALLY RECOGNIZED INDIRECT COST RATE SCHEDULE**

<u>Grant No.</u>	<u>Recipient Name</u>	<u>Indirect cost rate</u>
MA0555LIT031600	County of Barnstable	10% de minimis
_____	_____	_____ %
_____	_____	_____ %
_____	_____	_____ %
_____	_____	_____ %
_____	_____	_____ %

This agreement is hereby executed on behalf of the parties as follows:

**UNITED STATES OF AMERICA,  
Secretary of Housing and Urban Development**

By:



\_\_\_\_\_  
(Signature)

Robert Shumeyko, Director  
\_\_\_\_\_  
(Typed Name and Title)

March 21, 2017  
\_\_\_\_\_  
(Date)

**RECIPIENT**

Barnstable County Human Services  
(Name of Organization)

By:

\_\_\_\_\_  
(Signature of Authorized Official)

~~Beth Albert, Director~~ Jack Yunits, County Administrator  
\_\_\_\_\_  
(Typed Name and Title of Authorized Official)

\_\_\_\_\_  
(Date)

Courts Commissioners

Leo Calhoun

Mary Pat Flynn

Ron Beatty

X

X

X



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

Julie Ferguson

(508) 375-6879 phone

---



**DATE:** March 31, 2017

**TO:** County Commissioners

**FROM:** Julie Ferguson

**SUBJECT:** New Fund Memo for CoC Planning Grant

Barnstable County and the Department of Human Services has received a new Continuum of Care contract from the United States Department of Housing and Urban Development (HUD) for the CoC Planning Project FY 2016 MA0555LIT031600 for \$49,842.00

Please sign below so that the Finance Department may establish a new fund for this grant.

The Award Letter from HUD as well as the contract are attached for your reference.

Respectfully submitted,

Julie Ferguson

---

Leo Cakounes  
County Commissioner

Mary Pat Flynn  
County Commissioner

Ron Beaty  
County Commissioner



U.S. Department of Housing and Urban Development

MASSACHUSETTS STATE OFFICE, NEW ENGLAND AREA
Office of Community Planning and Development
Thomas P. O'Neill, Jr. Federal Building
10 Causeway Street - Fifth Floor
Boston, Massachusetts 02222-1092

Fax (617) 565-5442

Beth Albert
Director
Barnstable County Human Services
3195 Main Street
Barnstable, MA 02630

MAR 21 2017

Dear Ms. Albert:

SUBJECT: Transmittal: FY2016 CONTINUUM OF CARE PROGRAM
New Grant Agreement CES Expansion

Congratulations on the final selection for funding under the Department of Housing and Urban Development (HUD) FY2016 Continuum of Care competition. Enclosed are two (2) of the Grant Agreement and Scope of Work for the below grant:

Table with 3 columns and 1 row containing the grant ID MA0557L1T031600.

The Enclosed FY2016 Grant Agreement and Scope of Work constitute the legal agreement between your organization and HUD. Please follow the steps below to process the Grant Agreement and Scope of Work:

- 1. Have your authorized representative sign and date both (2) copies of the Grant Agreement and Scope of Work
2. Retain one copy of each Grant Agreement and Scope of Work within your organization.
3. Scan one copy of the executed copy of each Grant Agreement and Scope of Work along with SAM (System Award Management) detail printout and email your assigned CPD Representative, Cleonie Mainvielle, at cleonie.mainvielle@hud.gov and David Manganis, CPD Program Assistant, at david.m.manganis@hud.gov.
4. Mail a hard copy of the executed Grant Agreement and Scope of Work to this office within 7 days from the date of this letter.

If any financial information requires a revision, please utilize the following documents, if applicable:

- The LOCCS/VRS Access Authorization Form (HUD -27054) http://portal.hud.gov/hudportal/documents/huddoc?id=27054.pdf
The Direct Deposit Form (SF-1199A) http://www.irs.gov/pub/irs-utl/sf-1199-a\_dirdeposit.pdf

Additional information can be found at:

http://portal.hud.gov/hudportal/HUD?src=/program\_offices/cfo/loccs\_guidelines or
http://portal.hud.gov/hudportal/HUD?src=/espanol

Please submit any request for revision to your CPD Representative for processing. If we can offer any further assistance, please do not hesitate to contact Cleonie Mainvielle at 617-994-8520 or cleonie.mainvielle@hud.gov.

Sincerely,
Paul Connolly
Program Manager

Enclosures

**Tax ID No.: 04-6001419**  
**Effective Date: March 21, 2017**  
**DUNS No.: 076612407**

**CONTINUUM OF CARE PROGRAM**  
**Grant Agreement**

**Grant Number(s):**

MA0557L1T031600		
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This Grant Agreement (“this Agreement”) is made by and between the United States Department of Housing and Urban Development (“HUD”) and Barnstable County Human Services (the “Recipient”).

This Agreement is governed by title IV of the McKinney-Vento Homeless Assistance Act 42 U.S.C. 11301 *et seq.* (the “Act”) and the Continuum of Care Program rule (the “Rule”).

The terms “Grant” or “Grant Funds” mean the funds that are provided under this Agreement. The term “Application” means the application submissions on the basis of which the Grant was approved by HUD, including the certifications, assurances, and any information or documentation required to meet any grant award condition. All other terms shall have the meanings given in the Rule.

The Application is incorporated herein as part of this Agreement, except that only those projects listed, and only in the amounts listed on a Scope of Work exhibit, are funded by this Agreement. In the event of any conflict between any application provision and any provision contained in this Agreement, this Agreement shall control.

Exhibit 1, the FY2016 Scope of Work, is attached hereto and made a part hereof. If in the future appropriations are made available for Continuum of Care grants; if the Recipient applies under a Notice of Funds Availability published by HUD; and, if pursuant to the selection criteria in the Notice of Funds Availability, HUD selects the Recipient and one or more projects listed on Exhibit 1 for renewal, then additional Scope of Work exhibits may be attached to this Agreement. Those additional exhibits, when attached, will also become a part hereof.

The effective date of the Agreement shall be the date of execution by HUD and it is the date use of funds under this Agreement may begin. Each project will have a performance period that will be listed on the Scope of Work exhibit(s) to this Agreement. For renewal projects, the period of performance shall begin at the end of the Recipient’s final operating year for the project being renewed and eligible costs incurred for a project between the end of Recipient’s final operating year under the grant being renewed and the execution of this Agreement may be paid with funds from the first operating year of this Agreement. For each new project funded under this Agreement, the Recipient and HUD will set an operating start date in eLOCCS, which will be used to track expenditures, to establish the project performance period, and to determine when a project is eligible for renewal. The Recipient hereby authorizes HUD to insert the project performance period for new projects into the exhibit without Recipient signature, after the operating start date is established in eLOCCS.

This Agreement shall remain in effect until termination either: 1) by agreement of the parties; 2) by HUD alone, acting under the authority of 24 CFR 578.107; 3) upon expiration of the final performance period for all projects funded under this Agreement; or 4) upon the expiration of the period of availability of funds for all projects funded under this Agreement.

The Recipient agrees:

1. To ensure the operation of the project(s) listed on the Scope of Work in accordance with the provisions of the Act and all requirements of the Rule;
2. To monitor and report the progress of the project(s) to the Continuum of Care and HUD;
3. To ensure, to the maximum extent practicable, that individuals and families experiencing homelessness are involved, through employment, provision of volunteer services, or otherwise, in constructing, rehabilitating, maintaining, and operating facilities for the project and in providing supportive services for the project;
4. To require certification from all subrecipients that:
  - a. Subrecipients will maintain the confidentiality of records pertaining to any individual or family that was provided family violence prevention or treatment services through the project;
  - b. The address or location of any family violence project assisted with grant funds will not be made public, except with written authorization of the person responsible for the operation of such project;
  - c. Subrecipients will establish policies and practices that are consistent with, and do not restrict, the exercise of rights provided by subtitle B of title VII of the Act and other laws relating to the provision of educational and related services to individuals and families experiencing homelessness;
  - d. In the case of projects that provide housing or services to families, that subrecipients will designate a staff person to be responsible for ensuring that children being served in the program are enrolled in school and connected to appropriate services in the community, including early childhood programs such as Head Start, part C of the Individuals with Disabilities Education Act, and programs authorized under subtitle B of title VII of the Act;
  - e. The subrecipient, its officers, and employees are not debarred or suspended from doing business with the Federal Government; and
  - f. Subrecipients will provide information, such as data and reports, as required by HUD; and
5. To establish such fiscal control and accounting procedures as may be necessary to assure the proper disbursement of, and accounting for grant funds in order to ensure that all financial transactions are conducted, and records maintained in accordance with generally accepted accounting principles, if the Recipient is a Unified Funding Agency;
6. To monitor subrecipient match and report on match to HUD;
7. To take the educational needs of children into account when families are placed in housing and will, to the maximum extent practicable, place families with children as close as possible to their school of origin so as not to disrupt such children's education;
8. To monitor subrecipients at least annually;
9. To use the centralized or coordinated assessment system established by the Continuum of Care as required by the Rule. A victim service provider may choose not to use the Continuum of Care's centralized or coordinated assessment system, provided that victim service providers in the area use a centralized or coordinated assessment system that meets HUD's minimum

requirements and the victim service provider uses that system instead;

10. To follow the written standards for providing Continuum of Care assistance developed by the Continuum of Care, including those required by the Rule;
11. Enter into subrecipient agreements requiring subrecipients to operate the project(s) in accordance with the provisions of this Act and all requirements of the Rule; and
12. To comply with such other terms and conditions as HUD may have established in the applicable Notice of Funds Availability.

HUD notifications to the Recipient shall be to the address of the Recipient as stated in the Application, unless HUD is otherwise advised in writing. Recipient notifications to HUD shall be to the HUD Field Office executing the Agreement. No right, benefit, or advantage of the Recipient hereunder may be assigned without prior written approval of HUD.

The Agreement constitutes the entire agreement between the parties hereto, and may be amended only in writing executed by HUD and the Recipient.

By signing below, Recipients that are states and units of local government certify that they are following a current HUD approved CHAS (Consolidated Plan).

**Tax ID No.: 04-6001419**  
**Effective Date: March 21, 2017**  
**DUNS No.: 076612407**

SCOPE OF WORK EXHIBIT 1 for FY 2016 COMPETITION

1. The project listed on this Scope of Work are governed by the Continuum of Care Program Interim Rule attached hereto and made a part hereof as Exhibit 1a. Upon publication for effect of a Final Rule for the Continuum of Care program, the Final Rule will govern this Agreement instead of the Interim Rule. The project listed on this Exhibit at 4., below, are also subject to the terms of the FY2016 Notice of Funds Availability.
2. The Continuum that designated the Recipient to apply for grant funds has not been designated a high performing community by HUD for the applicable fiscal year.
3. The designated Recipient applying for grant funds is not the only Recipient for the Continuum of Care. HUD's total funding obligation for this recipient is **\$55,594.00**, allocated between budget line items, as indicated in 4., below. In accordance with the Rule, the Recipient is prohibited from moving more than 10% from one budget line item in a project's approved budget to another without written amendment to this Agreement.
4. HUD agrees, subject to the terms of this Agreement, to provide the Grant funds for the project application listed below in the amounts specified below to be used during the performance period established below. However, no funds for new projects may be drawn down by Recipient until HUD has approved site control pursuant to the Rule and no funds for renewal projects may be drawn down by Recipient before the end date of the project's final operating year under the grant that has been renewed.

**MA0557L1T031600**

**\$55594**

allocated between budget line items as follows:

a. Continuum of Care planning activities	\$0
b. UFA costs	\$0
c. Acquisition	\$0
d. Rehabilitation	\$0
e. New construction	\$0
f. Leasing	\$0
g. Rental assistance	\$0
h. Supportive services	\$51957
i. Operating costs	\$0
j. Homeless Management Information System	\$0
k. Administrative costs	\$3637
l. Relocation costs	\$0
m. Housing relocation and stabilization services	\$0



This agreement is hereby executed on behalf of the parties as follows:

**UNITED STATES OF AMERICA,  
Secretary of Housing and Urban Development**

By:



\_\_\_\_\_  
(Signature)

Robert Shumeyko, Director

\_\_\_\_\_  
(Typed Name and Title)

March 21, 2017

\_\_\_\_\_  
(Date)

**RECIPIENT**

Barnstable County Human Services

(Name of Organization)

By:

\_\_\_\_\_  
(Signature of Authorized Official)

~~Beth Albert, Director~~ Jack Yunits, County Administrator

\_\_\_\_\_  
(Typed Name and Title of Authorized Official)

\_\_\_\_\_  
(Date)

County Commissioners

Leo CaKounes

Mary Pat Flynn

Ron Beatty

X

X

X



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

Julie Ferguson

(508) 375-6879 phone



**DATE:** March 31, 2017

**TO:** County Commissioners

**FROM:** Julie Ferguson

**SUBJECT:** New Fund Memo for CoC Expansion Grant

Barnstable County and the Department of Human Services has received a new Continuum of Care contract from the United States Department of Housing and Urban Development (HUD) for the CoC Expansion Project FY 2016 MA0557LIT031600 for \$55,594.00

Please sign below so that the Finance Department may establish a new fund for this grant.

The Award Letter from HUD as well as the contract are attached for your reference.

Respectfully submitted,

Julie Ferguson

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Leo Cakounes  
County Commissioner

Mary Pat Flynn  
County Commissioner

Ron Beaty  
County Commissioner



The Commonwealth of Massachusetts  
 Executive Office of Health and Human Services  
 Department of Public Health  
 250 Washington Street, Boston, MA 02108-4619

CHARLES D. BAKER  
 Governor

KARYN E. POLITO  
 Lieutenant Governor

MARYLOU SUDDERS  
 Secretary

MONICA BHAREL, MD, MPH  
 Commissioner

Tel: 617-624-6000  
[www.mass.gov/dph](http://www.mass.gov/dph)

March 22, 2017

Elizabeth Albert  
 COUNTY OF BARNSTABLE  
 PO Box 368  
 Barnstable, MA 02630

**RE: FY18 Prevention and Wellness Trust Fund Contract: INTF4251P01402017001**

Dear Ms. Albert:

The Massachusetts Department of Public Health is pleased to inform you we are exercising an option to renew the Prevention and Wellness Trust Fund contract for FY18 utilizing unallocated funds from your FY17 contract. Thus, your FY17 contract is being decreased to create your FY18 contract. Attached please find the updated contract conditions for FY18. Your FY18 award is as follows:

Current FY17 Award:	\$1,461,585.43
FY17 Reduction (funds being moved to FY18):	(\$325,988.00)
New FY17 Award:	\$1,135,597.43
<b><u>FY18 AWARD (July 1, 2017-June 30, 2018):</u></b>	<b><u>\$325,988.00</u></b>
Current Total Maximum Obligation (no change):	\$3,939,561.88
Federal Funds: No	

Please note these funding levels are subject to change pending the final appropriation of state/federal funds. Because this is a multi-year award, the funding specifications as defined within each fiscal year's award amount on the face page of the contract are specifically restricted to use during that fiscal year. Future year awards will be obligated separately prior to the beginning of each new fiscal year.

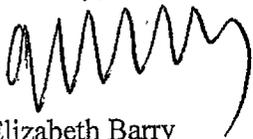
Any funds designated in the budget that are unspent in any fiscal year will not be available for expenditure in the subsequent fiscal year without a formal contract amendment re-authorizing these funds. The maximum obligation of the contract will automatically be reduced by the amount of the unspent funds from a prior fiscal year and the Department may adjust the encumbrance in the accounting system to reflect the unspent funds for the prior fiscal year.

Enclosed is your contract amendment package from our Purchase of Service Office. Please include a **photocopy of both pages of the most recent "Contractor Authorized Signatory Listing"** with your signed contract. If you wish to update the "Contractor Authorized Signatory Listing", please complete the enclosed blank form and return the original with your signed contract. The signed contract with attachments should be returned to:

Dazlee Alvarado  
Prevention and Wellness Trust Fund  
250 Washington Street, 4<sup>th</sup> Floor  
Boston, MA 02108

If you have questions regarding your program deliverables, please contact your Technical Advisor, Jessica Mitchell, at (617) 624-5443. For questions regarding the contract package, please contact Dazlee Alvarado at (617) 624-5918.

Sincerely,



Elizabeth Barry  
Deputy Director  
Bureau of Community Health & Prevention



The Commonwealth of Massachusetts  
Executive Office of Health and Human Services  
Department of Public Health  
250 Washington Street, Boston, MA 02108-4619

CHARLES D. BAKER  
Governor

KARYN E. POLITO  
Lieutenant Governor

MARYLOU SUDDERS  
Secretary

MONICA BHAREL, MD, MPH  
Commissioner

Tel: 617-624-6000  
[www.mass.gov/dph](http://www.mass.gov/dph)

Date: 03/27/2017

To: COUNTY OF BARNSTABLE  
Re: Contract # **INTF4251P01402017001**

Enclosed please find for your review and signature a Standard Contract package. This package is a result of recent negotiations with the Department of Public Health, as specified in the attached cover letter and includes the items noted below. Please take note of the following:

**NEW STANDARD CONTRACT/AMENDMENT/RENEWAL FORM**

Must be signed and dated (**Preferred BLUE INK**). Do not use correction fluid anywhere on the forms. If the provider information that is pre-filled in the upper left hand box is incorrect or missing, please contact me so that I can help you with the process to update. For instructions and hyperlinks, you can view this form at [www.mass.gov/osc](http://www.mass.gov/osc) under Guidance for Vendors-Forms or at [www.mass.gov/osd](http://www.mass.gov/osd) under OSD forms.

All attachments must be completed for your contract package to be processed.

**CONTRACTOR AUTHORIZED SIGNATORY LISTING AND AUTHENTICATION FORM**

An original Contractor Authorized Signatory Listing (CASL) form must be submitted for each new contract package. Once an original is in the contract file, the provider/vendor can include a copy of the CASL (first page only) with each subsequent contract amendment package, unless there is a change to the person who signed the Listing, or a name/s on the CASL changes. The contractor/vendor is responsible for ensuring that both pages are current.

If you have any questions, please contact **Bonano, Luz** at **617-624-5812**  
An original contract package must be completed by **04/07/2017** and mailed to:

Department of Public Health  
Purchase of Service Office  
250 Washington St., 8<sup>th</sup> Floor  
Boston, MA 02108-4619  
Attention: **Bonano, Luz**

# COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



This form is jointly issued and published by the Executive Office for Administration and Finance (ANF), the Office of the Comptroller (CTR) and the Operational Services Division (OSD) as the default contract for all Commonwealth Departments when another form is not prescribed by regulation or policy. Any changes to the official printed language of this form shall be void. Additional non-conflicting terms may be added by Attachment. Contractors may not require any additional agreements, engagement letters, contract forms or other additional terms as part of this Contract without prior Department approval. Click on hyperlinks for definitions, instructions and legal requirements that are incorporated by reference into this Contract. An electronic copy of this form is available at [www.mass.gov/osc](http://www.mass.gov/osc) under Guidance For Vendors - Forms or [www.mass.gov/osd](http://www.mass.gov/osd) under OSD Forms.

<b>CONTRACTOR LEGAL NAME:</b> COUNTY OF BARNSTABLE		<b>COMMONWEALTH DEPARTMENT NAME:</b> Department of Public Health <b>MMARS Department Code:</b> DPH	
<b>Legal Address:</b> (W-9, W-4,T&C): 3195 MAIN ST BARNSTABLE, MA 02630-1105		<b>Business Mailing Address:</b> 250 Washington Street, Boston, MA 02108	
<b>Contract Manager:</b> Elizabeth Albert <b>E-Mail:</b> balbert@barnstablecounty.org		<b>Billing Address (if different):</b> <b>Contract Manager:</b> Bonano, Luz <b>E-Mail:</b> luz.bonano@massmail.state.ma.us	
<b>Phone:</b> 508-375-6626 <b>Fax:</b>		<b>E-Mail:</b> luz.bonano@massmail.state.ma.us	
<b>Contractor Vendor Code:</b> VC6000194979		<b>Phone:</b> 617-624-5812 <b>Fax:</b> 617-624-5017	
<b>Vendor Code Address ID</b> (e.g. "AD001"): AD 001 (Note: The Address ID must be set up for <b>EFT</b> payments.)		<b>MMARS Doc ID(s):</b> INTF4251P01402017001 <b>RFR/Procurement or Other ID Number:</b> 402017	
<input type="checkbox"/> <b>NEW CONTRACT</b> <b>PROCUREMENT OR EXCEPTION TYPE:</b> (Check one option only) <input type="checkbox"/> <b>Statewide Contract</b> (OSD or an OSD-designated Department) <input type="checkbox"/> <b>Collective Purchase</b> (Attach OSD approval, scope, budget) <input type="checkbox"/> <b>Department Procurement</b> (includes State or Federal grants <b>815 CMR 2.00</b> ) (Attach RFR and Response or other procurement supporting documentation) <input type="checkbox"/> <b>Emergency Contract</b> (Attach justification for emergency, scope, budget) <input type="checkbox"/> <b>Contract Employee</b> (Attach <b>Employment Status Form</b> , scope, budget) <input type="checkbox"/> <b>Legislative/Legal or Other:</b> (Attach authorizing language/justification, scope and budget)		<input checked="" type="checkbox"/> <b>CONTRACT AMENDMENT</b> <b>Enter Current Contract End Date <u>Prior</u> to Amendment:</b> <u>06/30, 20 17</u> <b>Enter Amendment Amount:</b> \$ <u>0.00</u> (or "no change") <b>AMENDMENT TYPE:</b> (Check one option only, Attach details of Amendment changes.) <input checked="" type="checkbox"/> <b>Amendment to Scope or Budget</b> (Attach updated scope and budget) <input type="checkbox"/> <b>Interim Contract</b> (Attach justification for Interim Contract and updated scope/budget) <input type="checkbox"/> <b>Contract Employee</b> (Attach any updates to scope or budget) <input type="checkbox"/> <b>Legislative/Legal or Other:</b> (Attach authorizing language/justification and updated scope and budget)	
The following <b>COMMONWEALTH TERMS AND CONDITIONS (T&amp;C)</b> has been executed, filed with CTR and is incorporated by reference into this Contract. <input checked="" type="checkbox"/> Commonwealth Terms and Conditions <input type="checkbox"/> Commonwealth Terms and Conditions For Human and Social Services			
<b>COMPENSATION:</b> (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"/> <b>Rate Contract</b> (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"/> <b>Maximum Obligation Contract</b> Enter Total Maximum Obligation for total duration of this Contract (or <b>new</b> Total if Contract is being amended). \$ <u>3,939,561.88</u>			
<b>PROMPT PAYMENT DISCOUNTS (PPD):</b> Commonwealth payments are issued through <b>EFT</b> 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 type="checkbox"/> agree to standard 45 day cycle <input type="checkbox"/> statutory/legal or Ready Payments ( <b>G.L. c. 29, § 23A</b> ); <input checked="" type="checkbox"/> only Initial payment (subsequent payments scheduled to support standard <b>EFT</b> 45 day payment cycle. See Prompt Pay Discounts Policy.)			
<b>BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT:</b> (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.) Maximum Obligation and Duration Change			
<b>ANTICIPATED START DATE:</b> (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: <input checked="" type="checkbox"/> 1. may be incurred as of the <b>Effective Date</b> (latest signature date below) and <b>no</b> obligations have been incurred <b>prior</b> to the <b>Effective Date</b> . <input type="checkbox"/> 2. may be incurred as of <u>    </u> , 20 <u>    </u> , a date <b>LATER</b> than the <b>Effective Date</b> below and <b>no</b> obligations have been incurred <b>prior</b> to the <b>Effective Date</b> . <input type="checkbox"/> 3. were incurred as of <u>    </u> , 20 <u>    </u> , a date <b>PRIOR</b> to the <b>Effective Date</b> below, and the parties agree that payments for any obligations incurred prior to the <b>Effective Date</b> 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			
<b>CONTRACT END DATE:</b> Contract performance shall terminate as of <u>06/30, 20 18</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.			
<b>CERTIFICATIONS:</b> Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor makes all certifications required under the attached <b>Contractor Certifications</b> (incorporated by reference if not attached hereto) under the pains and penalties of perjury, agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable <b>Commonwealth Terms and Conditions</b> , this Standard Contract Form including the <b>Instructions and Contractor Certifications</b> , 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 <b>801 CMR 21.07</b> , incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.			
<b>AUTHORIZING SIGNATURE FOR THE CONTRACTOR:</b>  X: _____ Date: _____ (Signature and Date Must Be Handwritten At Time of Signature)  Print Name: _____ Print Title: _____		<b>AUTHORIZING SIGNATURE FOR THE COMMONWEALTH:</b>  X: _____ Date: _____ (Signature and Date Must Be Handwritten At Time of Signature)  Print Name: <u>Sharon Dyer</u> Print Title: <u>Director, Purchase of Service Office</u>	

# Prevention & Wellness Trust Fund

## Contract Conditions & Scope of Work

July 1, 2017 – June 30, 2018

### DELIVERABLES

- DPH reserves the right to change the deliverables listed below as the amount of resources that will be available to support DPH for FY18 are pending. Coordinating partners will be notified of any changes via email and changes will be uploaded on SharePoint.
- DPH reserves the right to add additional deliverables throughout the duration of the FY18 contract. Coordinating partners will be notified of any changes via email.
- Payments may be withheld if conditions or specific deliverables are not successfully met and/or approved.
- All material deliverables shall be added to the “DPH Deliverables” folder on the partnership SharePoint page, unless noted below. Unless listed as an exception, DPH will access deliverables through SharePoint only.

**All contract deliverables are subject to review and approval by DPH staff, including but not limited to:**

***IMPORTANT! Dates are subject to change.***

***Please read communication from DPH regularly for any changes to the deliverables or deadlines. The updates will also be made to this document and posted on SharePoint.***

#### **Time-Specific FY18 Deliverables:**

<b>Deadline</b>	<b>Deliverable</b>	<b>Notes</b>
July 15, 2017	Clinical, and Community Data due for Q4 of FY17	<ul style="list-style-type: none"><li>• Please send in email to: <a href="mailto:Amy.Bettano@state.ma.us">Amy.Bettano@state.ma.us</a>, or via secure email system if encounter-level data</li></ul>
July 31, 2017	Submit a narrative progress report for Q4 of FY17	<ul style="list-style-type: none"><li>• Use of the progress report template is required</li></ul>
August 15, 2017	Submit Quarterly Expense Report for Q4 of FY17 (QER4)	<ul style="list-style-type: none"><li>• You may email the QER to Operations Manager if you prefer not to upload to SharePoint</li><li>• Partnerships that do not submit QERs by this deadline will not be eligible for any additional funding increases above upper limit in FY18.</li></ul>
October 16, 2017	Clinical and Community Data due for Q1 of FY18	<ul style="list-style-type: none"><li>• Please send in email to: <a href="mailto:Amy.Bettano@state.ma.us">Amy.Bettano@state.ma.us</a>, or via secure email system if encounter-level data</li></ul>
November 15, 2017	Submit Quarterly Expense Report for Q1 of FY18 (QER1)	<ul style="list-style-type: none"><li>• You may email the QER to Technical Advisor if you prefer not to upload to SharePoint</li></ul>

January 15, 2018	Clinical and Community Data due for Q2 of FY18	<ul style="list-style-type: none"> <li>Please send in email to: Amy.Bettano@state.ma.us, or via secure email system if encounter-level data</li> </ul>
January 31, 2018	Submit a narrative mid-year progress report for July-Dec 2017	<ul style="list-style-type: none"> <li>DPH will provide the required template.</li> </ul>
February 15, 2018	Submit Quarterly Expense Report for Q2 of FY18 (QER2)	<ul style="list-style-type: none"> <li>You may email the QER to Technical Advisor if you prefer not to upload to SharePoint</li> </ul>
April 16, 2018	Clinical and Community Data due for Q3 of FY18	<ul style="list-style-type: none"> <li>Please send in email to: Amy.Bettano@state.ma.us, or via secure email system if encounter-level data</li> </ul>
May 15, 2018	Submit Quarterly Expense Report for Q3 of FY18 (QER3)	<ul style="list-style-type: none"> <li>You may email the QER to Technical Advisor if you prefer not to upload to SharePoint</li> </ul>
July 16, 2018	Clinical and Community Data due for Q4 of FY18	<ul style="list-style-type: none"> <li>Please send in email to: Amy.Bettano@state.ma.us, or via secure email system if encounter-level data</li> </ul>
August 15, 2018	Submit Quarterly Expense Report for Q4 of FY18 (QER4)	<ul style="list-style-type: none"> <li>You may email the QER to Technical Advisor if you prefer not to upload to SharePoint</li> </ul>
<b>CLOSE OUT DELIVERABLES</b>		
September 28, 2018	Submit Final Expense Report for all fiscal years	<ul style="list-style-type: none"> <li>You may email the Final Expense Report to the Operations Manager if you prefer not to upload to SharePoint. NOTE: You may submit your Final Expense Report earlier than 9/28 if it is complete before that date.</li> </ul>
September 28, 2018	Submit Capital Expense Inventory for the entire PWTF project period	<ul style="list-style-type: none"> <li>You may email the Capital Expense Inventory to the Operations Manager if you prefer not to upload to SharePoint. NOTE: you may submit the Capital Expense Inventory earlier than 9/28 if it is complete before that date.</li> </ul>
September 28, 2018	Submit a final narrative progress report for FY18	<ul style="list-style-type: none"> <li>A template will be created for this report that will be required. NOTE: you may submit the final narrative progress report earlier than 9/28 if it is complete before that date.</li> <li>Please upload to SharePoint</li> </ul>

**Recurring Deliverables:**

- Participate in scheduled site visit(s) and calls with DPH PWTF team, as requested. An annual fiscal site visit is planned for each partnership.
- Participate in any technical assistance meetings and/or training as available. Frequency will be more limited than previous years but DPH may offer continued technical assistance as feasible. We expect to hold meetings for Coordinating Partners, as needed.
- Email all data submissions to Amy Bettano (via standard email or secure email as appropriate) as outlined by the evaluation team in the data submission schedule.

# SCOPE OF WORK

## COORDINATING PARTNER

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**Maintain and improve partnership and supporting infrastructure** that facilitates the active participation of all clinical and community partners involved in the implementation of PWTF.

### **Administrative Responsibilities**

**Fiscal Oversight:** (Please refer to the Fiscal Manual on SharePoint for additional details on the items below)

- Abide by the guidelines specified in the fiscal manual.
- Lead the fiscal implementation of the project and oversee the work of each subcontractor (partners and non-partners).
- Fiscal responsibilities include, but are not limited to:
  - Create and sign contracts with all subcontractors within 30 days of new contract cycle. You must notify DPH if this requirement cannot be met.
  - Establish invoice and payment processes which – at a minimum – comply with standard practices of Coordinating Partner agency, share guidelines with subcontractors, and ensure subcontractors are in compliance with guidelines.
  - Ensure all funds released to subcontractors are properly utilized in support of approved PWTF activities. This may be achieved by requiring partners to include backup documentation supporting the charges on their monthly invoices and/or conducting annual fiscal site visits to review supporting documentation.
  - Process payments no later than 30 days from receipt of fully completed form or invoice. If you cannot issue payment within this timeframe, you must notify both DPH and the subcontractor in advance, and provide an action plan.
  - Submit Quarterly Expenditure Reports; refer to the calendar above and weekly update for deadlines.
  - Reconcile all accounts at the conclusion of the fiscal year. Unspent funds must be returned to DPH at the end of the project.
- Budget reallocation which exceeds \$15,000.00 requires approval from DPH. Budget changes \$15,000.00 or less can be reallocated to approved Work Plan activities without PWTF approval. An updated budget must be emailed to your assigned Technical Advisor and Finance and Operations Manager as soon as the budget is revised to ensure the PWTF always maintains a copy of your most recent budget. Budget revision requests must be made when a staff person is added or leaves a position, a partner is added or removed from the partnership, a budget line item is deleted, and/or a budget line is exceeded.
- Partnerships are not obligated to continue all interventions for the whole contract period ending June 30, 2018. Interventions can end earlier depending on available resources. Partnerships must communicate end date of all intervention 30 days in advance of an intervention ending.

### **Payments:**

Payments will only be released upon request and demonstration of need with an updated QER.

In addition, payments may be tied to approval of deliverables and/or adherence to contract conditions. Payment vouchers (PV) will be saved on the partnership SharePoint page in the "DPH Deliverables/PV" folder.

The PV should be printed, signed and mailed back to PWTF for processing.

**Communication with Partners:** Ensure partnership structure and activities facilitate the active participation of all partners, including:

- Ensure all members of the partnership receive copies, understand, and abide by DPH scope of service and these contract conditions.
- Must be subscribed to receive the weekly update – if continued by DPH, maintain a partnership distribution listserv, and distribute weekly update within 48 hours of receipt from DPH.
- Distribute all other relevant communication (both from partners and DPH) to partners in a timely manner.
- Maintain a contact list of all partner organizations and PWTF staff throughout the duration of the partnership, as well as lists of attendance at partnership meetings, on the partnership's SharePoint page. Document changes in partnership membership.
- Every member of the partnership shall be issued a SharePoint login so they may independently access all relevant PWTF information. The Coordinating Partner is responsible for ensuring that anyone working on PWTF has access and is aware of the intervention-specific and general resources available on SharePoint.
- Share resources, materials and workgroup information through SharePoint. Update and maintain partnership SharePoint page regularly.
- Facilitate regular meetings as established in bylaws of the partnership, and ensure that majority of partners (community, clinical and municipal) are in attendance and participating in all partnership meetings (i.e. 75-80% participation).
- Respond to partnership inquiries and requests within 48 hours of receipt.
- Refine and maintain communications plan.

## **Communication & Administrative Obligations with DPH**

### **Administration:**

- Ensure bylaws and/or partnership organizational requirements are implemented and revised, as needed.
- Seek prior written approval from DPH before eliminating organizations from the partnership.
- Seek prior written approval from DPH before eliminating conditions or interventions not yet approved via the FY18 contracting process.
- Provide immediate notification to DPH of changes to the primary point of contact.
- Deliverables shall be uploaded by the deadline, maintained, and updated as needed on the DPH Deliverables folder in the partnership SharePoint page unless you have received approval from DPH to send via email.
- Some interventions may require use of statewide contracts. This may require a direct contract between the Coordinating Partner and the statewide vendor.

### **Communications:**

- Respond to DPH communication within 48 hours of receipt.
- Acknowledge PWTF as a funding source on all project-related materials, both in writing and by using the PWTF logo. You may use the general PWTF logo or the partnership-specific logo which DPH created (posted to each partnership SharePoint site), and you may co-brand with your

organization's logo. A sample attribution statement is "The XXXXXXX Program is funded by the Prevention and Wellness Trust Fund through the Massachusetts Department of Public Health." Partnerships may also chose to name all participating partner organizations in the attribution statement.

- Implement sustainability plan with minimal support from DPH.

**DPH Support to Coordinating Partners:**

- If continued by DPH, add all Coordinating Partners to the weekly update distribution list. Coordinating Partners are responsible for distributing the update to all members of the partnership.
- Distribute weekly update, if feasible.
- When possible, assist and provide guidance to the Coordinating Partner in establishing contracts and budget expectations with statewide vendors.
- As feasible, schedule calls, meetings, and webinars; provide opportunities for Coordinating Partner networking and brainstorming; and provide technical support for Coordinating Partner administrative responsibilities.
- Provide additional support or expertise, as needed and as feasible, to facilitate partnership success.
- Minimal support partnerships with implementation of sustainability plan.

## **PARTNERSHIP EXPECTATIONS**

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### **Partnership Infrastructure:**

- Develop, adjust, and implement staffing plan(s).
- Acknowledge partnership and/or DPH communication requests within 48 hours of receipt and respond in a timely fashion.
- Maintain active participation in all required meetings, site visits, and trainings.
- Review and abide by DPH scope of service and contract conditions.

### **Quality Improvement:**

- Update and maintain an algorithm and work plan or scope of work for each health condition.
- As needed, develop strategies to meet the charter goals for each condition.
- Conduct periodic analysis of data (EMR or chart audit data, CBO data, data reports, etc.) to track progress toward charter goals and evaluate opportunities for improvement.
- Participate in any technical assistance meetings and/or training as available. Frequency will be more limited than previous years but DPH may offer continued technical assistance as feasible

### **Evaluation:**

- Partner organizations must participate in collecting qualitative and quantitative data for evaluation activities. These data may be collected by DPH.
- Implement a plan to capture population health data that is stratified by gender, age, race/ethnicity, preferred language, disability, and/or co-morbid conditions to identify populations at highest risk and with disparate outcomes.
- Implement a plan for ongoing assessment of data quality.
- For community organizations, implement a plan for developing or enhancing record-keeping (data collection and storage) to allow for tracking of their served client population demographics, program utilization, and for feedback into the electronic referral system where appropriate.
- On a quarterly basis, submit encounter-level data from all clinical sites, or client-level data from community sites, or aggregate data from all clinical and community sites which are not sending encounter level data. The data must be submitted in a format approved by the DPH evaluation team. Refer to the list above and communication from DPH for submission deadlines.
- Complete any PWTf evaluation surveys.
- IT lead at participating clinical organizations to develop and maintain a project timeline that includes their EMR vendor or additional IT staff as necessary, to: support data extraction for clinical quality improvement work, modification for interventions and clinical decision supports, or data fields for e-Referral implementation.

### **e-Referral & Linkages:**

- Establish or maintain MOUs between current and planned e-Referral participating clinical/CBO dyads.
- Identify a resource to train clinical users on using the e-Referral system.
- Identify a clinical champion to engage providers on an ongoing basis; develop a provider/care team engagement plan.
- Establish and maintain at least one e-Referral linkage between a clinical site and community based organization (CBO).
- Ensure that individuals requested by DPH are in attendance for specific meetings.
- All new CBO users must participate in e-Referral Gateway training provided by DPH.
- Maintain updated e-Referral workflows on SharePoint.
- Participate in and support DPH efforts to increase referral volume across existing connections approved for FY18.

## **SUPPORT AND TECHNICAL ASSISTANCE FROM DPH FOR ALL PARTNERS**

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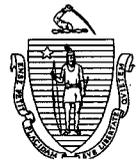
Assistance from DPH to funded partnerships in this phase may include:

### **General Partnership Support:**

- Add tools and resources to PWTF SharePoint page.
- Provide technical assistance to Coordinating Partners on contract compliance, fiscal management, and general partnership support.
- Provide limited technical assistance to partnership teams on intervention implementation and QI.
- Review and provide written feedback on budgets, progress reports, and other deliverables.
- Facilitate the sharing among grantees of best practices and processes and lessons learned, as possible.

### **Technical Support for Evaluation, Linkages & e-Referral**

- Develop and disseminate data collection tools for all grantees.
- Share ongoing data reports with grantees on a regular basis as feasible.



# COMMONWEALTH OF MASSACHUSETTS CONTRACTOR AUTHORIZED SIGNATORY LISTING

**CONTRACTOR LEGAL NAME:** County of Barnstable  
**CONTRACTOR VENDOR/CUSTOMER CODE:** VC6000194979  
**CONTRACT #:** INTF4251P01402017001

**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.

AUTHORIZED SIGNATORY NAME	TITLE
Mary Pat Flynn	County Commissioner
Leo Cakounes	County Commissioner
Ronald Beaty	County Commissioner

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: John T. Yunits, County Administrator

Telephone: 508-375-6771

Fax: 508-362-4136

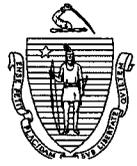
Email: jack.yunits@barnstablecounty.org

[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**

Issued May  
2004



**CONTRACTOR LEGAL NAME:** County of Barnstable  
**CONTRACTOR VENDOR/CUSTOMER CODE:** VC6000194979  
**CONTRACT #:** INTF4251P01402017001

**PROOF OF AUTHENTICATION OF SIGNATURE**

**It is required 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 Leo Cakounes Ronald Beaty

Title: 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:

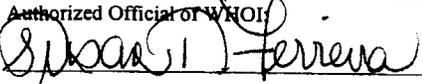
AFFIX NOTARY SEAL

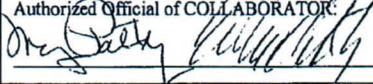
I, \_\_\_\_\_ (CORPORATE CLERK) certify that I witnessed the signature of the aforementioned signatory above, that I verified the individual's identity and confirm the individual's authority as an authorized signatory for the Contractor on this date:

\_\_\_\_\_, 20 \_\_\_\_.

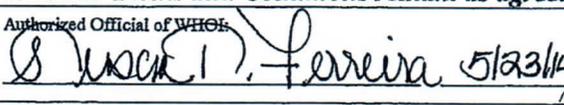
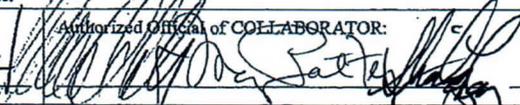
AFFIX CORPORATE SEAL

## Cost Reimbursable Research Subaward Amendment

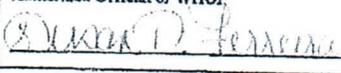
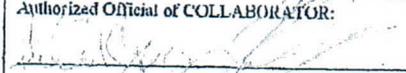
<b>WHOI</b>		<b>Collaborator</b>	
<b>Woods Hole Oceanographic Institution</b>		<b>Cape Cod Cooperative Extension (Barnstable County)</b>	
Address: <b>183 Oyster Pond Rd. Fenno House, MS #39 Woods Hole, MA 02543-1501</b>		Address: <b>P.O Box 367 Railroad Ave. Barnstable, MA 02630</b>	
		EIN No. <b>04 6001419</b>	
FAIN: <b>NA14OAR4170074, Project A/S 15s</b>	Federal Award (Fed Awd) Agency : <b>NOAA (Sea Grant)</b>	WHOI Project No : <b>22007402</b>	
Fed Awd Issue Date: <b>2/1/2014</b>	Total Amt of Fed Awd to WHOI: <b>\$4,207,884.00</b>	CFDA Title: <b>Sea Grant Support</b>	CFDA No. <b>11.417</b>
Sub Period of Performance: <b>2/1/2014-1/31/2018</b>	Sub Budget Period: <b>2/1/2014-1/31/2017</b>	Sub Amt Currently Available: <b>\$502,768.00</b>	Sub Anticipated Total: (incremental): <b>\$679,582.00</b>
WHOI PI: <b>Dr. Judy McDowell</b>		Collaborator PI: <b>Diane Murphy</b>	
Project Title: <b>"Sea Grant Extension Program"</b>			
Subaward (Sub) No: <b>A101112</b>	Subject to FFATA: (see Attachment 3B) <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Is this Award R&D: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
<b>Amendments to Original Terms and Conditions</b>			
Effective Date: <b>1/31/2017</b>		Amendment No: <b>6</b>	
<p>The purpose of this Amendment is the addition of <b>partial Year 4</b> funds. <b>\$88,407.00</b> in incremental funding will be added for the <b>Budget Period</b> hereby extended through <b>7/31/2017</b>. <b>Period of Performance</b> remains through <b>1/31/2018</b>. Total amount currently available is increased to <b>\$591,175.00</b>.</p> <p><b>Please make the following changes to your Award Agreement:</b></p>			
Sub Period of Performance: <b>2/1/2014-1/31/2018</b>	Sub Budget Period: <b>2/1/2014-7/31/2017</b>	Sub Amt Currently Available: <b>\$591,175.00</b>	Sub Anticipated Total: (incremental): <b>\$679,582.00</b>
<b>Attachment 4: Incremental Funding</b>			
<p>This Agreement is incrementally funded. The total amount of this Agreement is <b>\$679,582.00</b>. The amount currently available for payment is <b>\$591,175.00</b> which covers the Budget Period as extended and the Period of Performance.</p> <p>WHOI's obligation for the differenced of <b>\$88,407.00</b> is contingent on the availability of funds and the scientific progress of this project. Accordingly, no legal liability on the part of WHOI for payment of this difference shall exist unless and until an amendment is issued to the Subrecipient to make these funds available.</p>			
<b>Cost Share Requirements</b>			
<p>The total of <b>\$500,419.00</b> on this Subaward has been committed for Cost Share. The amount currently committed for: Year One is \$121,280.00; for Year Two is \$124,124.00, for Year Three is \$126,344.00, and for <b>partial Year 4</b> is <b>\$64,335.50</b> for a total <b>Cost Share Amount of \$436,083.50</b>. Remainder <b>Year 4</b> is expected to be <b>\$64,335.50</b></p>			
<p><b>All Cost Share must be documented on your invoices with <u>period and cumulative</u> totals reported.</b></p>			
<p><b>All other Terms and Conditions remain in full force and effect.</b></p>			
Authorized Official of WHOI:  Susan P. Ferreira, Post Award Manager Woods Hole Oceanographic Institution		Authorized Official of Collaborator:  Name: _____ Date: _____ Title: _____	
Date: <b>3/24/17</b>			

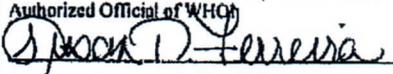
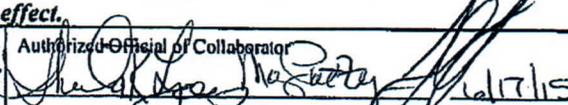
<b>Research Subaward Agreement</b>			
<b>WHOI</b>		<b>Collaborator</b>	
<b>Woods Hole Oceanographic Institution ("WHOI")</b>		<b>Cape Cod Cooperative Extension (Barnstable County)</b>	
Address: <b>183 Oyster Pond Rd. Fenno House, MS #39 Woods Hole, MA 02543</b>		Address: <b>P.O Box 367 Railroad Ave. Barnstable, MA 02630</b>	
		EIN No. <b>04 6001419</b>	
Prime Award No: <b>NA14OAR4170074, Project A/S 15s</b>		Subaward No: <b>A101112</b>	
Awarding Agency: <b>NOAA (Sea Grant)</b>		CFDA No: <b>11.417</b>	
Budget Period: <b>2/1/2014-9/30/2014</b>	Period of Performance: <b>2/1/2014-1/31/2018</b>	Currently Available: <b>\$108,021.00</b>	Anticipated Total: (incrementally funded) <b>\$679,582.00</b>
WHOI PI: <b>Dr. Judy McDowell</b>		Collaborator PD: <b>Diane Murphy</b>	
Project Title: <b>"Sea Grant Extension Program"</b>			
Incremental Funding; Reporting Requirements; and Cost Share Requirement: See Attachment 4			
<b>Terms and Conditions</b>			
<p>1) WHOI hereby awards a cost reimbursable Subaward, as described above, to Collaborator. The statement of work and budget for this Subaward are as shown in <u>Attachment 5</u>. In its performance of Subaward work, Collaborator shall be an independent entity and not an employee or agent of WHOI.</p> <p>2) WHOI shall reimburse Collaborator not more often than monthly for allowable costs. All invoices shall be submitted using Collaborator's standard invoice, but at a minimum shall include current and cumulative costs (including cost sharing), Subaward number, and certification as to truth and accuracy of invoice. <i>Invoices that do not reference WHOI's Subaward number shall be returned to Collaborator.</i> Invoices and questions concerning invoice receipt or payments should be directed to the appropriate party's Financial Contact, as shown in <u>Attachment 3</u>.</p> <p>3) A final statement of cumulative costs incurred, including cost sharing, clearly marked as "FINAL," must be submitted to WHOI's Financial Contact NOT LATER THAN sixty (60) days after Subaward end date. The final statement of costs shall constitute Collaborator's final financial report.</p> <p>4) All payments shall be considered provisional and subject to adjustment within the total estimated cost in the event such adjustment is necessary as a result of an adverse audit finding against the Collaborator.</p> <p>5) Matters concerning the technical performance of this Subaward should be directed to the appropriate party's Project Director, as shown in <u>Attachment 3</u>. Technical reports are required as shown above, "Reporting Requirements."</p> <p>6) Matters concerning the request or negotiation of any changes in the terms, conditions, or amounts cited in this Subaward agreement, and any changes requiring prior approval, should be directed to the appropriate party's Administrative Contact, as shown in <u>Attachment 3</u>. Any such changes made to this Subaward agreement require the written approval of each party's Authorized Official, as shown in <u>Attachment 3</u>.</p> <p>7) Each party shall be responsible for its negligent acts or omissions and the negligent acts or omissions of its employees, officers, or directors, to the extent allowed by law.</p> <p>8) Either party may terminate this agreement with thirty days written notice to the appropriate party's Administrative Contact, as shown in <u>Attachment 3</u>. WHOI shall pay Collaborator for termination costs as allowable under OMB Circular A-21, Relocated to 2 CFR, Part 220 or A-122, Relocated to 2 CFR, Part 230 as applicable.</p> <p>9) No-cost extensions require the approval of the WHOI. Any requests for a no-cost extension should be addressed to and received by the Administrative Contact, as shown in <u>Attachment 3</u>, not less than thirty days prior to the desired effective date of the requested change.</p> <p>10) The Subaward is subject to the terms and conditions of the Prime Award and other special terms and conditions, as identified in <u>Attachment 2 and 2A (cont.)</u>.</p> <p>11) By signing below Collaborator makes the certifications and assurances shown in <u>Attachments 1 and 2</u>.</p>			
Authorized Official of WHOI: 		Authorized Official of COLLABORATOR: 	
Date <b>5/19/14</b>		Date <b>4/30/14</b>	
Olga S. Carr, Manager Grant & Contract Services		Mary Pat Flynn William Doherty County Commissioners (Barnstable)	

## Research Subaward Amendment

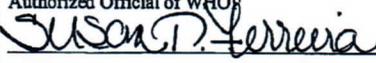
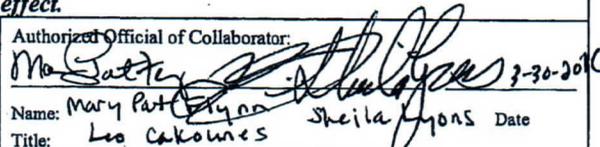
<b>WHOI</b>		<b>Collaborator</b>	
<b>Woods Hole Oceanographic Institution ("WHOI")</b> Address: <b>183 Oyster Pond Rd. Fenno House, MS #39 Woods Hole, MA 02543</b>		<b>Cape Cod Cooperative Extension (Barnstable County)</b> Address: <b>P.O Box 367 Railroad Ave. Barnstable, MA 02630</b> EIN No. <b>04 6001419</b>	
Prime Award No: <b>NA14OAR4170074, Project A/S 15s</b>		Subaward No: <b>A101112</b>	
Awarding Agency: <b>NOAA (Sea Grant)</b>		CFDA No: <b>11.417</b>	
Budget Period: <b>2/1/2014-9/30/2014</b>	Period of Performance: <b>2/1/2014-1/31/2018</b>	Currently Available: <b>\$108,021.00</b>	Anticipated Total: (incremental) <b>\$679,582.00</b>
WHOI PI: <b>Dr. Judy McDowell</b>		Collaborator PD: <b>Diane Murphy</b>	
Project Title: <p style="text-align: center;"><b>"Sea Grant Extension Program"</b></p>			
<b>Amendments to Original Terms and Conditions</b>			
Effective Date: <b>5/12/2014</b>		Amendment No: <b>01</b>	
The purpose of this Amendment is the addition of <b>remainder Year 1</b> funds. <b>\$54,011.00</b> in incremental funding will be added for the <b>Budget Period</b> hereby extended through <b>1/31/2015</b> . <b>Period of Performance</b> remains through <b>1/31/2018</b> . Total amount currently available is increased to <b>\$162,032.00</b> .			
<b>Please make the following changes to your Award Agreement</b>			
Budget Period: <b>2/1/2014-1/31/2015</b>	Period of Performance: <b>2/1/2014-1/31/2018</b>	Currently Available: <b>\$162,032.00</b>	Anticipated Total: (Incremental) <b>\$679,582.00</b>
<b>Attachment 4: Incremental Funding</b>			
This Agreement is incrementally funded. The total amount of this Agreement is <b>\$679,582.00</b> .			
The amount currently available for payment is <b>\$162,032.00</b> which covers the Budget Period and the Period of Performance.			
WHOI's obligation for the difference of <b>\$517,550.00</b> is contingent upon the availability of funds and the scientific progress of this project. Accordingly, no legal liability on the part of WHOI for payment of this difference shall exist unless and until an amendment is issued to the Subrecipient to make these funds available.			
<b>Cost Share Requirements</b>			
The total of <b>\$500,419.00</b> on this Subaward has been committed for Cost Share.			
The amount currently committed for <b>Year One</b> is increased by <b>\$40,426.67</b> for a Year 1 Cost Share total of <b>\$121,280.00</b> .			
The Cost Share amount for <b>Years Two, Three and Four</b> is <b>\$379,139.00</b> .			
<b>All Cost Share must be documented on your invoices with <u>period and cumulative</u> totals reported. All other Terms and Conditions remain as agreed.</b>			
Authorized Official of WHOI: 		Authorized Official of COLLABORATOR: 	
Olga S. Carr, Manager Grant & Contract Services		Date <b>6/11/14</b>	

## Research Subaward Amendment

<b>WHOI</b>		<b>Collaborator</b>	
<b>Woods Hole Oceanographic Institution ("WHOI")</b> Address: <b>183 Oyster Pond Rd. Fenno House, MS #39 Woods Hole, MA 02543</b>		<b>Cape Cod Cooperative Extension (Barnstable County)</b> Address: <b>P.O Box 367 Railroad Ave. Barnstable, MA 02630</b>	
Prime Award No: <b>NA14OAR4170074, Project A/S 15s</b>		EIN No: <b>04 6001419</b> Subaward No: <b>A101112</b>	
Awarding Agency: <b>NOAA (Sea Grant)</b>		CFDA No: <b>11.417</b>	
Budget Period: <b>2/1/2014-1/31/2015</b>	Period of Performance: <b>2/1/2014-1/31/2018</b>	Currently Available: <b>\$162,032.00</b>	Anticipated Total: (Incremental) <b>\$679,582.00</b>
WHOI PI: <b>Dr. Judy McDowell</b>		Collaborator PD: <b>Diane Murphy</b>	
Project Title: <p style="text-align: center;"><b>"Sea Grant Extension Program"</b></p>			
<b>Amendments to Original Terms and Conditions</b>			
Effective Date: <b>3/12/2015</b>		Amendment No: <b>02</b>	
<p>The purpose of this Amendment is the addition of partial Year 2 funds. \$32,705.00 in incremental funding will be added for the Budget Period hereby extended through 3/31/2015. Period of Performance remains through 1/31/2018. Total amount currently available is increased to \$194,737.00. Cost Share commitment is increased by \$24,203.74 for a Cost Share amount currently committed of \$145,483.74.</p>			
<p><b>Please make the following changes to your Award Agreement</b></p>			
Budget Period: <b>2/1/2014-3/31/2015</b>	Period of Performance: <b>2/1/2014-1/31/2018</b>	Currently Available: <b>\$194,737.00</b>	Anticipated Total: (Incremental) <b>\$679,582.00</b>
<b>Attachment 4:</b>			
<b>Incremental Funding</b>			
This Agreement is incrementally funded. The total amount of this Agreement is \$679,582.00. The amount currently available for payment is \$194,737.00 which covers the Budget Period and the Period of Performance.			
WHOI's obligation for the difference of \$484,845.00 is contingent upon the availability of funds and the scientific progress of this project. Accordingly, no legal liability on the part of WHOI for payment of this difference shall exist unless and until an amendment is issued to the Subrecipient to make these funds available.			
<b>Cost Share Requirements</b>			
The total of \$500,419.00 on this Subaward has been committed for Cost Share. Year 1 Cost Share total of \$121,280.00 has been committed. The Cost Share amount for remainder Year 2, Years 3 and 4 is \$384,935.26. The amount currently committed for Year 2 is \$24,203.74			
All Cost Share must be documented on your invoices with <u>period and cumulative</u> totals reported. All other Terms and Conditions remain as agreed.			
Authorized Official of WHOI: 		Authorized Official of COLLABORATOR: 	
Susan P. Ferreira, Post Award Manager Grant & Contract Services		Sheila Lynde, County Commissioner Barnstable County	
Date: _____		Date: <b>4/15/15</b>	

<b>Research Subaward Agreement Amendment</b>			
<b>WHOI</b>		<b>Collaborator</b>	
<b>Woods Hole Oceanographic Institution</b>		<b>Cape Cod Cooperative Extension (Barnstable County)</b>	
Address	<b>183 Oyster Pond Rd. Fenno House, MS #39 Woods Hole, MA 02543-1501</b>	Address:	<b>P.O Box 367 Railroad Ave. Barnstable, MA 02630</b>
		EIN No	<b>04 6001419</b>
FAIN: <b>NA14OAR4170074, Project A/S 15s</b>	Federal Award (Fed Awd) Agency: <b>NOAA (Sea Grant)</b>	WHOI Project No: <b>22007402</b>	
Fed Awd Issue Date: <b>2/1/2014</b>	Total Amt of Fed Awd to WHOI: <b>\$4,207,884.00</b>	CFDA Title: <b>Sea Grant Support</b>	CFDA No. <b>11.417</b>
Subaward (Sub) Period of Performance: <b>2/1/2014-1/31/2018</b>	Sub Budget Period: <b>2/1/2014-3/31/2015</b>	Sub. Amt. Currently Available: <b>\$194,737.00</b>	Sub Anticipated Total: (incremental): <b>\$679,582.00</b>
WHOI PI: <b>Dr. Judy McDowell</b>	Collaborator PI: <b>Diane Murphy</b>		
Project Title: <b>"Sea Grant Extension Program"</b>			
Subaward (Sub) No: <b>A101112</b>	Subject to FFATA. (see Attachment 3B) <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Is this Award R&D: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
<b>Amendments to Original Terms and Conditions</b>			
Effective Date: <b>5/21/2015</b>		Amendment No: <b>3</b>	
<p>The purpose of this Amendment is twofold. First: the addition of remainder Year 2 funds. \$135,016.00 in incremental funding will be added for the Budget Period hereby extended through 1/31/2016. Period of Performance remains through 1/31/2018. Total amount currently available is increased to \$329,753.00. Second: Incorporation of 2 CFR Part 200 – Uniform Guidance</p> <p><i>Please make the following changes to your Award Agreement</i></p>			
Sub Period of Performance: <b>2/1/2014-1/31/2018</b>	Sub Budget Period: <b>2/1/2014-1/31/2016</b>	Sub Amt Currently Available <b>\$329,753.00</b>	Sub Anticipated Total (incremental): <b>\$679,582.00</b>
<b>Attachment 4: Incremental Funding</b>			
<p>This Agreement is incrementally funded. The total amount of this Agreement is \$679,582.00. The amount currently available for payment is \$329,753.00 which covers the Budget Period as hereby extended and the Period of Performance.</p> <p>WHOI's obligation for the differenced of \$349,829.00 is contingent on the availability of funds and the scientific progress of this project. Accordingly, no legal liability on the part of WHOI for payment of this difference shall exist unless and until an amendment is issued to the Subrecipient to make these funds available.</p> <p style="text-align: center;"><b>Cost Share Requirements</b></p> <p>The total of \$500,419.00 on this Subaward has been committed for Cost Share.</p> <p>The amount currently committed for Year One is \$121,280.00.</p> <p>The amount currently committed for Year Two is \$124,124.00</p> <p>Remaining Cost Share for Year 3 will be \$126,344.00 and for Year 4 will be \$128,671.00.</p> <p><b>All Cost Share must be documented on your invoices with period and cumulative totals reported.</b></p> <p><i>All other Terms and Conditions remain in full force and effect.</i></p>			
Authorized Official of WHOI  Susan P. Ferreira, Post Award Manager Woods Hole Oceanographic Institution		Date <b>05/09/2015</b>	Authorized Official of Collaborator  Name: <b>Sheila Lyons, Mary Pat Flynn Leo</b> Date Title: <b>County Commissioners</b> <b>Coxanes</b>

## Research Subaward Agreement Amendment

<b>WHOI</b>		<b>Collaborator</b>	
<b>Woods Hole Oceanographic Institution</b>		<b>Cape Cod Cooperative Extension (Barnstable County)</b>	
Address: <b>183 Oyster Pond Rd. Fenno House, MS #39 Woods Hole, MA 02543-1501</b>		Address: <b>P.O Box 367 Railroad Ave. Barnstable, MA 02630</b>	
		EIN No. <b>04 6001419</b>	
FAIN: <b>NA14OAR4170074, Project A/S 15s</b>	Federal Award (Fed Awd) Agency: <b>NOAA (Sea Grant)</b>	WHOI Project No: <b>22007402</b>	
Fed Awd Issue Date: <b>2/1/2014</b>	Total Amt of Fed Awd to WHOI: <b>\$4,207,884.00</b>	CFDA Title: <b>Sea Grant Support</b>	CFDA No. <b>11.417</b>
Subaward (Sub) Period of Performance: <b>2/1/2014-1/31/2018</b>	Sub Budget Period: <b>2/1/2014-1/31/2016</b>	Sub. Amt. Currently Available: <b>\$329,753.00</b>	Sub Anticipated Total: (incremental): <b>\$679,582.00</b>
WHOI PI: <b>Dr. Judy McDowell</b>		Collaborator PI: <b>Diane Murphy</b>	
Project Title: <b>"Sea Grant Extension Program"</b>			
Subaward (Sub) No: <b>A101112</b>	Subject to FFATA: (see Attachment 3B) <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Is this Award R&D: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
<b>Amendments to Original Terms and Conditions</b>			
Effective Date: <b>2/01/2016</b>		Amendment No: <b>4</b>	
The purpose of this Amendment is the addition of <b>partial Year 3</b> funds. <b>\$40,658.00</b> in incremental funding will be added for the <b>Budget Period</b> hereby extended through <b>4/30/2016</b> . <b>Period of Performance</b> remains through <b>1/31/2018</b> . Total amount currently available is increased to <b>\$370,411.00</b> .			
<i>Please make the following changes to your Award Agreement:</i>			
Sub Period of Performance: <b>2/1/2014-1/31/2018</b>	Sub Budget Period: <b>2/1/2014-4/30/2016</b>	Sub Amt Currently Available: <b>\$370,411.00</b>	Sub Anticipated Total: (incremental): <b>\$679,582.00</b>
<b>Attachment 4: Incremental Funding</b>			
This Agreement is incrementally funded. The total amount of this Agreement is <b>\$679,582.00</b> .			
The amount currently available for payment is <b>\$370,411.00</b> which covers the Budget Period as hereby extended and the Period of Performance.			
WHOI's obligation for the differenced of <b>\$309,171.00</b> is contingent on the availability of funds and the scientific progress of this project. Accordingly, no legal liability on the part of WHOI for payment of this difference shall exist unless and until an amendment is issued to the Subrecipient to make these funds available.			
<b>Cost Share Requirements</b>			
The total of <b>\$500,419.00</b> on this Subaward has been committed for Cost Share.			
The amount currently committed for <b>Year One</b> is <b>\$121,280.00</b> and <b>Year Two</b> is <b>\$124,124.00</b> .			
The amount currently committed for <b>Year Three</b> is <b>\$29,691.00</b>			
Remaining Cost Share for <b>Year 3</b> will be <b>\$96,653.00</b> and for <b>Year 4</b> will be <b>\$128,671.00</b> .			
<b>All Cost Share must be documented on your invoices with <u>period and cumulative</u> totals reported.</b>			
<b>All other Terms and Conditions remain in full force and effect.</b>			
Authorized Official of WHOI:  Susan P. Ferreira, Post Award Manager Woods Hole Oceanographic Institution		Authorized Official of Collaborator:  Name: <b>Mary Pat Lyons</b> Date: <b>3-30-2016</b> Title: <b>Leo Calhoun's</b> <b>Sheila Lyons</b>	

Barnstable County Commissioners

## Cost Reimbursable Research Subaward Amendment

WHOI	Collaborator
<b>Woods Hole Oceanographic Institution</b>	<b>Cape Cod Cooperative Extension (Barnstable County)</b>
Address: <b>183 Oyster Pond Rd. Fenno House, MS #39 Woods Hole, MA 02543-1501</b>	Address: <b>P.O Box 367 Railroad Ave. Barnstable, MA 02630</b>
	EIN No. <b>04 6001419</b>

FAIN: <b>NA14OAR4170074, Project A/S 15s</b>	Federal Award (Fed Awd) Agency : <b>NOAA (Sea Grant)</b>	WHOI Project No : <b>22007402</b>
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Fed Awd Issue Date: <b>2/1/2014</b>	Total Amt of Fed Awd to WHOI: <b>\$4,207,884.00</b>	CFDA Title: <b>Sea Grant Support</b>	CFDA No. <b>11.417</b>
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Sub Period of Performance: <b>2/1/2014-1/31/2018</b>	Sub Budget Period: <b>2/1/2014-4/30/2016</b>	Sub Amt Currently Available: <b>\$370,411.00</b>	Sub Anticipated Total: (incremental): <b>\$679,582.00</b>
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WHOI PI: <b>Dr. Judy McDowell</b>	Collaborator PI: <b>Diane Murphy</b>
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Project Title:  
**"Sea Grant Extension Program"**

Subaward (Sub) No: <b>A101112</b>	Subject to FFATA: (see Attachment 3B) <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Is this Award R&D: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
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### Amendments to Original Terms and Conditions

Effective Date: <b>6/24/2015</b>	Amendment No: <b>5</b>
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The purpose of this Amendment is the addition of **remainder Year 3** funds. **\$132,357.00** in incremental funding will be added for the **Budget Period** hereby extended through **1/31/2017**. **Period of Performance** remains through **1/31/2018**. Total amount currently available is increased to **\$502,768.00**.

***Please make the following changes to your Award Agreement:***

Sub Period of Performance: <b>2/1/2014-1/31/2018</b>	Sub Budget Period: <b>2/1/2014-1/31/2017</b>	Sub Amt Currently Available: <b>\$502,768.00</b>	Sub Anticipated Total: (incremental): <b>\$679,582.00</b>
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#### Attachment 4:

#### Incremental Funding

This Agreement is incrementally funded. The total amount of this Agreement is **\$679,582.00**. The amount currently available for payment is **\$502,768.00** which covers the Budget Period as hereby extended and the Period of Performance.

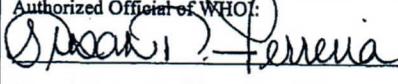
WHOI's obligation for the differenced of **\$176,814.00** is contingent on the availability of funds and the scientific progress of this project. Accordingly, no legal liability on the part of WHOI for payment of this difference shall exist unless and until an amendment is issued to the Subrecipient to make these funds available.

#### Cost Share Requirements

The total of **\$500,419.00** on this Subaward has been committed for Cost Share. The amount currently committed for: **Year One** is **\$121,280.00**; for **Year Two** is **\$124,124.00** and for **Year Three** is **\$126,344.00** for a total of **\$371,748.00**. Cost Share for **Year 4** is expected to be **\$128,671.00**.

**All Cost Share must be documented on your invoices with period and cumulative totals reported.**

***All other Terms and Conditions remain in full force and effect.***

Authorized Official of WHOI:  Susan P. Ferreira, Post Award Manager Woods Hole Oceanographic Institution	Date <b>6/28/2016</b>	Authorized Official of Collaborator:  Name: <b>Sheila Lyons, Mary Rut Flynn, 7</b> Title: <b>Leo Cokones</b> County Commissioners	Date <b>7/16/16</b>
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**Attachment 4**  
**Research Subaward Agreement**

**Reporting Requirements**

**Deliverables and/or Technical Reports:**

- An annual Progress Report is due 60 days after the end of the first period
- A Completion Report is due 60 days after end of project period

**Close-out Documents:**

These documents must be submitted to the WHOI Financial Contact on Attachment 3 before the final invoice can be paid.

- **Subaward Release of Claims**

**Incremental Funding**

This Agreement is incrementally funded. The total amount of this Agreement is **\$679,582.00**. The amount currently available for payment is **\$108,021.00** which covers the Budget Period as Amended. WHOI's obligation for the differenced of **\$571,561.00** is contingent on the availability of funds and the scientific progress of this project. Accordingly, no legal liability on the part of WHOI for payment of this difference shall exist unless and until an amendment is issued to the Subrecipient to make these funds available.

**Cost Share Requirements**

The total of **\$500,419.00** on this Subaward has been committed for Cost Share.

The amount currently committed for partial **Year One** is **\$80,853.33**.

The difference of **\$40,426.67 for remainder Year One** will be committed with future increment of funds. The Cost Share amount for **Years Two, Three and Four** is **\$379,139.00**.

**All Cost Share must be documented on your invoices with period and cumulative totals reported.**



**RESOURCE DEVELOPMENT OFFICE**  
**FUND REQUEST MEMO**

**DATE: March 30, 2017**

**TO: County Commissioners, County Administrator**

**FROM: Sonja Sheasley, Resource Development Officer**

**SUBJECT: NOAA/WHOI Sea Grant Year 4 Awarded to Cooperative Extension**

Explanation: NOAA/Woods Hole Oceanographic Institution awarded continued funding to the Cooperative Extension (Sub Award # A101112) to support the WHOI Sea Grant program.

Department: Cape Cod Cooperative Extension

Funder: NOAA/Woods Hole Oceanographic Institution

Amount: \$88,407.00

Purpose/Project: The funds pay a portion of salary and fringe for Cooperative Extension staff in support of WHOI Sea Grant.

Please establish a new fund for this grant.

Respectfully Submitted,

RDO Officer Signature: *Sonja J. Sheasley*

\_\_\_\_\_  
Commissioner Name

\_\_\_\_\_  
Commissioner Name

\_\_\_\_\_  
Commissioner Name

\_\_\_\_\_  
Date:

**DISCHARGE OF MORTGAGE**

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

*by*     **Megan J. Susudko**

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

*dated*   **May 3, 2010**

*recorded with the*   **Barnstable Registry District of the Land Court Document #1,139,306**

*acknowledges satisfaction of the same.*

*Witness our hand and seal this* \_\_\_\_\_ *day of April 2017*

BARNSTABLE COUNTY,

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

As County Commissioners

COMMONWEALTH OF MASSACHUSETTS

Barnstable, ss.

On this \_\_\_\_\_ day of April 2017, before me, the undersigned notary public personally appeared \_\_\_\_\_

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

\_\_\_\_\_  
Notary Public  
My Commission Expires: