

MEMO

DATE: October 26, 2016
TO: County Commissioners
FROM: Kara Mahoney, Interim Administrative Assistant
RE: Appointment to the Coast Resources Committee

Attached is the Town of Provincetown's nomination to the Barnstable County Coastal Resources Committee.

Please vote to appoint Stephen Wisbauer to serve as the Town of Provincetown's representative to the Barnstable County Coastal Resources Committee for a two-year term beginning October 11, 2016 through October 11, 2018.

Mary Pat Flynn
Chair

Sheila R. Lyons
Vic-Chair

Leo Cakounes
Commissioner

Date approved: _____



Certificate of Appointment
Town of Provincetown
PROVINCETOWN, MASSACHUSETTS 02657

To: Mr. Stephen Wisbauer
P.O. Box 123
Truro, MA 02666

Date: October 11, 2016
Phone: 508.246.5756
Email: swisbauer@provincetown-ma.gov

In accordance with the Charter of the Town of Provincetown by the voters on April 17, 1990,
You are hereby appointed the Town's Representative to the Barnstable County Coastal Resources Committee (CRC)
for the Town of Provincetown. Board of Selectmen

[Signature]
[Signature]
[Signature]

Banstable, ss.

Date: October 14, 2016

Personally appeared the above-named Mr. Stephen Wisbauer appointee to the office of
Representative to the Barnstable County Coastal Resources Committee (CRC) and took the oath necessary to qualify
him/her for said office.

[Signature]
TOWN CLERK

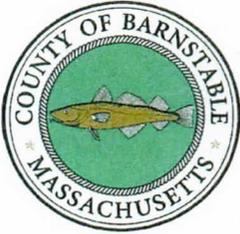
I hereby accept this appointment.

[Signature]
Signature of Appointee

I acknowledge that the Town Clerk has provided me with a copy of the Massachusetts General Law 268A§ 23
Supplemental Provisions; Standard of Conduct.

[Signature]
Signature of Appointee

TO THE APPOINTEE: RETAIN ONE COPY AS PROOF OF APPOINTMENT AND PRESENT ORIGINAL TO THE TOWN CLERK FOR
PROCESSING. IF NOT ACCEPTED WITHIN 30 CALENDER DAYS THIS POSITION WILL BE CONSIDERED VACANT.



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 (508) 362-5885

October 19, 2016

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

Per Human Rights Commission Ordinance: There is hereby established a county office to be known as the Human Rights Commission of Barnstable County (hereinafter referred to as the Commission). The Commission shall consist of **nine (9)** members to be **(a) nominated by the Barnstable County Health and Human Services Advisory Council, and (b) appointed by the County Commissioners.**

Three (3) Commissioners on the Human Rights Commission have terms expiring December 31, 2016. All three Commissioners have expressed in writing their desire to be re-appointed for an additional 3-year term. The Human Rights Commission supports all three re-appointments. Additionally, three (3) Commissioners have submitted their resignations before completing their 3-year term. The Health & Human Services Advisory Council HRC Nominating Committee will work with the Human Rights Commission to coordinate the timely posting of these vacancies, review of resumes, interviewing candidates, and making recommendations regarding appointments.

The Health and Human Service Advisory Council requests your consideration of the following candidates for re-appointment to the Barnstable County Human Rights Commission:

Paul Thompson is recommended for appointment to a three year term from January 1, 2017 – December 31, 2019.

Rita Ailing is recommended for appointment for a three year term from January 1, 2017 – December 31, 2019.

Patricia Oshman is recommended for appointment for a three year term from January 1, 2017 – December 31, 2019.

Respectfully Submitted,

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

Barnstable County Commissioners

Mary Pat Flynn, Chair

Sheila Lyons

Leo Cakounes

Dated: _____

Amendment #1
Between

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

and

Town Manager of behalf of
Town of Barnstable
367 Main Street
Hyannis, MA 02601

The Memorandum of Agreement (Agreement) entered into the 12th day of October 2016 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") is hereby amended as follows:

2. RESPONSIBILITIES OF THE COMMISSION

The Commission agrees to provide the Town with the technical assistance in Attachment A at an estimated cost of \$60,284.

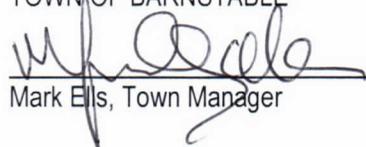
This Amendment will not change any of the stipulations of the original, previously defined Agreement.

IN WITNESS WHEREOF, the TOWN and the COMMISSION execute this Amendment this _____ day of _____ in the year two thousand and sixteen.

BARNSTABLE COUNTY COMMISSIONERS

TOWN OF BARNSTABLE

Mary Pat Flynn, Chair



Mark Ellis, Town Manager

Sheila Lyons, Vice-Chair

Date

Leo Cakounes, Commissioner

Date

CAPE COD COMMISSION



Paul Niedzwiecki, Executive Director

10/17/16

Date

COOPERATIVE AGREEMENT
BETWEEN
BARNSTABLE COUNTY
AND
TOWN OF MASHPEE

THIS AGREEMENT, made and entered into this _____ day of _____, 2016, by and between the County of Barnstable, hereinafter called the "County," and the Town of Mashpee, hereinafter called the "Town."

WHEREAS, Barnstable County received financial assistance in the form of a capital equipment grant from the Commonwealth, through DEM and Waterways to implement a regional maintenance and improvement dredging program, including the purchase and acquisition of a dredge and associated capital equipment; and

WHEREAS, the expenditure of local funds for dredging for maintenance or improvement of the waterways of the Commonwealth is authorized under Chapter 33 of the Acts of 1991; and

WHEREAS, it has been determined that the implementation of a regional dredging program, as a pilot project to ascertain the cost effectiveness of a publicly operated dredging program, is in the best interest of the towns in Barnstable County and the Commonwealth; and

WHEREAS, the Town has participated in the development and establishment of the regional dredge program through the Dredge Advisory Committee, and has identified its dredging needs through the Barnstable County Dredge Management Plan; and

WHEREAS, the Town wishes to have the County undertake the dredging projects covered by this agreement.

ARTICLE I. STATEMENT OF WORK

NOW THEREFORE, in consideration of the above premises and in the interest of the mutual advantage in attainment of common objectives, the parties hereto agree as follows:

BARNSTABLE COUNTY AGREES:

1. To do and perform all dredge related work for the 1916 Channel in Popponeset Bay in accordance with the specifications, drawings, and plans (Attachment I) up to a maximum contract amount of \$37,800, or not to exceed 4,200 cubic yards of material. Final and complete specifications, plans and drawings shall be provided to the County by the Town in a timely manner.

2. To observe, comply with, and be subject to all terms, conditions, requirements, and limitations of the specifications, plans, and drawings identified in Attachment I as applicable to dredging and rough placement of materials.
3. To provide a hydraulic dredge and all related equipment to conduct maintenance dredging for the Town, according to and guided by the specifications, plans, drawings as provided.
4. To pump dredge materials and provide rough beach placement of said materials at a rate of \$9.00 per cubic yard. This price includes before and after dredge surveys *to be performed by the County.*
5. To comply with all applicable laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the safety of persons or property or their protection from damage injury or loss *or on dredging or handling of dredge materials.*
6. To indemnify and hold harmless any party sustaining damage or loss resulting from the negligence of the County.
7. *Immediately notify the Town and cease operations whenever the dredging operations exceed the specifications, drawings and plans or whenever situations or conditions are encountered outside the scope of the specifications, drawings, and plans.*
8. *Without the prior approval of the Town, the dredge will operate between the hours of 7:00 A.M. and 7:00 P.M.*

THE TOWN OF MASHPEE AGREES:

1. To obtain all required federal, state, and local permits and approvals to conduct the dredge project.
2. To furnish all specifications, drawings, and plans required to perform the dredge project at the execution of this document. Said documents will be incorporated by reference as Attachment I.
3. To conduct required inspections and testing consistent with federal, state, and local permits and approvals.
4. To inspect the County's on-site dredging work in a timely manner.
5. To obligate funds to conduct the dredging work specified in Attachment I.

6. To indemnify and hold harmless any party sustaining damage or loss resulting from the negligence of the County.

BOTH BARNSTABLE COUNTY AND THE TOWN OF MASHPEE AGREE:

That nothing herein shall be construed as obligating either Barnstable County or the Town of Mashpee to expend funds or to be obligated to spend funds beyond the scope of this contract.

This AGREEMENT may only be modified in the form of amendments in writing by mutual agreement by both parties. Request for modification will be forwarded to one party by the other party by written notice.

ARTICLE II. TERM OF AGREEMENT

This AGREEMENT shall be effective when signed by all parties and shall remain in effect until the dredging identified in Attachment I is completed to the mutual satisfaction of all parties.

ARTICLE III. PAYMENT TO COUNTY:

The cost of the project shall be based on a per cubic yard basis, and calculated on the total cubic yards of material moved, *using standard engineering practices*, except as specified in Article VIII. The cost per cubic yard is \$9.00. The Town shall be billed, and the County shall be paid as follows:

- Mobilization costs for project;
- Movement/placement of dredge materials;
- Movement/placement of dredge materials;
- Demobilization costs for the project.

The Town shall submit payment within 30 days of date of invoice to the County. Failure to pay said invoice within 30 days will result in the assessment of a late fee in the amount of 1% per month (12% annually) on the unpaid balance remaining after the 30th day. Said late fee will be assessed daily 0.033%. Failure to pay invoice within 90 days may result in legal action. The Town shall be responsible for all legal costs incurred by the County in collection of unpaid debts.

ARTICLE IV. WEATHER CONDITIONS

In the event of temporary suspension of work due to inclement weather conditions, the County shall cease work with no adverse consequences to the County. The decision to cease work shall be made by the County in consultation with the Town.

ARTICLE V. CHANGES IN WORK

No changes in the work covered by this Agreement shall be made without having prior written approval of both the Town and County. Costs for additional cubic yardage shall be determined utilizing the costs identified in Article III.

ARTICLE VI. COUNTY INSURANCE

The County shall maintain the following insurance coverage while conducting the dredge project:

1. Compensation insurance. The County shall maintain during the life of this Agreement Workmen's Compensation Insurance as required by applicable state law.
2. Protection and Indemnity insurance.
3. General liability and excess liability insurance.
4. Pollution insurance.
5. Contingent watercraft liability insurance.

ARTICLE VII. INDEMNIFICATION

To the extent permitted by law, Barnstable County agrees to defend, indemnify, defend and hold harmless the Town of Mashpee from any claims, demands, suits or judgments by third parties which may arise out of the negligent activities of Barnstable County or its employees while performing its obligations under this Agreement. Nothing in the previous sentence shall be construed as a waiver of the limitations on the County's liability under the Massachusetts Tort Claims Act or under other provisions of this Agreement.

To the extent permitted by law, the Town of Mashpee agrees to defend, indemnify, defend and hold harmless Barnstable County from any claims, demands, suits or judgments by third parties which may arise out of the negligent activities of the Town of Mashpee or its employees while performing its obligations under this Agreement.

Nothing in the previous sentence shall be construed as a waiver of the limitations on the Town's liability under the Massachusetts Tort Claims Act or under other provisions of this Agreement.

ARTICLE VIII TERMINATION

Either party may terminate this Agreement by providing ten (10) days written notice to the other. The Town shall pay the County all costs incurred by the County to the date of termination, including staff time, review of documents and any other costs associated with the project up to said termination.

IN WITNESS WHEREOF, the TOWN and the COUNTY execute this Agreement this _____ day of _____, 2016.

BARNSTABLE COUNTY COMMISSIONERS:

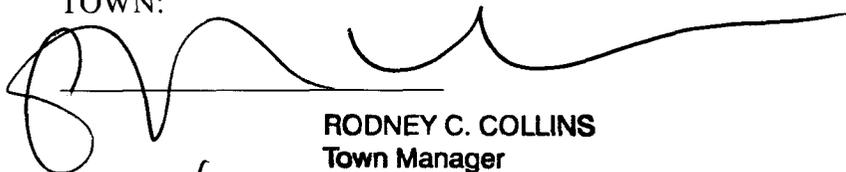
Mary Pat Flynn

Sheila Lyons

Leo G. Cakounes

Date

TOWN:



RODNEY C. COLLINS
Town Manager

10/18/2016
Date

TOWN OF SANDWICH

BARNSTABLE COUNTY

**COMMONWEALTH OF MASSACHUSETTS
HOME INVESTMENT PARTNERSHIP PROGRAM
DEVELOPER LOAN FOR HOMEOWNERSHIP PROJECT**

**COMMONWEALTH OF MASSACHUSETTS
AFFORDABLE HOUSING TRUST FUND**

**AMENDMENT TO DEED RIDER
(SINGLE-FAMILY)**

This Amendment to the Deed Rider is to be annexed to and made part of that Deed Rider recorded on August 21, 2007 at the Barnstable County Registry of Deeds, and found at Book 22281, Page 210.

WHEREAS the existing Deed Rider incorrectly identifies the Monitoring Agent, and

WHEREAS the existing Deed Rider incorrectly identifies the Barnstable County agency responsible for the administration of the HOME Investment Partnership Program, and

WHEREAS certain provisions in the existing Deed Rider would cause the restriction to lapse without the recording of a new Deed Restriction, and

WHEREAS changes to the HOME Investment Partnership Program regulations have precluded the recording of a new Deed Rider;

NOW, THEREFORE, the following amendments are made to the referenced Deed Rider:

1. All references to the Monitoring Agent shall mean Housing Assistance Corporation (HAC), 460 West Main Street, Hyannis, MA 02601;
2. All references to Barnstable County shall mean Barnstable County, HOME Investment Partnership Program, c/o HOME Program Manager, Barnstable County Department of Human Services, P.O. Box 427, 3195 Main St., Barnstable, MA 02630
3. The last sentence of the first paragraph of section 3, beginning, "Notwithstanding the forgoing," is deleted in its entirety.
4. The second paragraph of section 3 is deleted in its entirety and replaced with the following:
"Within ten (10) days of the closing of the conveyance of the Property from Grantor to Grantee, the Grantor shall deliver to DHCD, AHT, the County and the

Municipality a true and certified copy of the Deed of the Property referencing this Deed Rider as an encumbrance, as recorded, together with information as to the place of recording thereof in the public records. Failure of the Grantor to comply with the preceding sentence shall not affect the validity of such conveyance.”

5. The first sentence of the last paragraph of section 6 is deleted in its entirety and replaced with the following:

“This Deed Rider shall terminate (a) upon the fifteenth anniversary of this Deed Rider as to DHCD, upon the thirtieth anniversary of this Deed Rider as to AHT, and upon the fiftieth anniversary of this Deed Rider as to the County, provided in each case that no violation of this Deed Rider has occurred prior thereto.”

Executed as a sealed instrument this ____ day of _____, 2016.

Grantor:

JULIE A. TOBEY (aka Julie Brunelle)

JASON TOBEY

COMMONWEALTH OF MASSACHUSETTS

Barnstable, ss

On this ___ day of October, 2016, before me, the under-signed notary public, personally appeared **JULIE A. TOBEY (aka Julie Brunelle)** and **JASON TOBEY**, proved to me through satisfactory evidence of identification, which was [] photographic identification with signature issued by a federal or state governmental agency, [] personal knowledge of the undersigned, [] oath or affirmation of a credible witness, to be the persons whose names are signed on the preceding or attached document, and who swore, subscribed and affirmed to me that the contents of the document are truthful and accurate to the best of each’s knowledge and belief and that each signed the document voluntarily for its stated purpose.

Notary Public
My Commission Expires:

Grantee:

JOSEPH KIRBY

DARBIE KIRBY

COMMONWEALTH OF MASSACHUSETTS

Barnstable, ss

On this ___ day of October, 2016, before me, the under-signed notary public, personally appeared **JOSEPH KIRBY** and **DARBIE KIRBY**, proved to me through satisfactory evidence of identification, which was [] photographic identification with signature issued by a federal or state governmental agency, [] personal knowledge of the undersigned, [] oath or affirmation of a credible witness, to be the persons whose names are signed on the preceding or attached document, and who swore, subscribed and affirmed to me that the contents of the document are truthful and accurate to the best of each's knowledge and belief and that each signed the document voluntarily for its stated purpose.

Notary Public
My Commission Expires:

Commonwealth of Massachusetts
Department of Housing and Community Development
HOME Investment Partnership Program and
Affordable Housing Trust Fund:

By: _____

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss

On this ___ day of October, 2016, before me, the under-signed notary public, personally appeared _____, as _____ of the Department of Housing and Community Development, proved to me through satisfactory evidence of identification, which was [] photographic identification with signature issued by a federal or state governmental agency, [] personal knowledge of the undersigned, [] oath or affirmation of a credible witness, to be the person whose name is signed on the preceding or attached document, and who swore, subscribed and affirmed to me that the contents of the document are truthful and accurate to the best of his/her knowledge and belief and that he/she signed the document voluntarily for its stated purpose.

Notary Public
My Commission Expires:

Barnstable County HOME Consortium
By Barnstable County, lead entity

By: _____
MARY PAT FLYNN, County Commissioner

SHELIA LYONS, County Commissioner

LEO CAKOUNAS, County Commissioner

COMMONWEALTH OF MASSACHUSETTS

Barnstable, ss

On this ___ day of October, 2016, before me, the under-signed notary public, personally appeared **MARY PAT FLYNN, SHELIA LYONS, and LEO CAKOUNAS** all as Barnstable County Commissioners, proved to me through satisfactory evidence of identification, which was [] photographic identification with signature issued by a federal or state governmental agency, [] personal knowledge of the undersigned, [] oath or affirmation of a credible witness, to be the persons whose names are signed on the preceding or attached document, and who swore, subscribed and affirmed to me that the contents of the document are truthful and accurate to the best of each's knowledge and belief and that each signed the document voluntarily for its stated purpose.

Notary Public
My Commission Expires:

The Town of Sandwich
By its Selectmen

By: _____
SUSAN JAMES, Selectman

R. PATRICK ELLIS, County Commissioner

PETER BEAUCHEMIN, Selectman

FRANK PANNORFI, Selectman

DAVE SAMPSON, Selectman

COMMONWEALTH OF MASSACHUSETTS

Barnstable, ss

On this ___ day of October, 2016, before me, the under-signed notary public, personally appeared **SUSAN JAMES, R. PATRICK ELLIS, PETER BEAUCHEMIN, FRANK PANNORFI, and DAVE SAMPSON**, all as Selectmen of the Town of Sandwich, proved to me through satisfactory evidence of identification, which was [] photographic identification with signature issued by a federal or state governmental agency, [] personal knowledge of the undersigned, [] oath or affirmation of a credible witness, to be the persons whose names are signed on the preceding or attached document, and who swore, subscribed and affirmed to me that the contents of the document are truthful and accurate to the best of each's knowledge and belief and that each signed the document voluntarily for its stated purpose.

Notary Public
My Commission Expires:

DISCHARGE OF MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, that **BARNSTABLE COUNTY**, also known as the **BARNSTABLE COUNTY HOME PROGRAM**, of Barnstable County Department of Human Services, P.O. Box 427, 3195 Main St., Barnstable, MA 02630, the holder of a certain Mortgage, bearing the date of October 15, 1996, made and executed by **THE MAY INSTITUTE, INC. P.O. BOX 899, SOUTH HARWICH, MA 02661** as Mortgagor, to **BARNSTABLE COUNTY**, as Mortgagee, and recorded in the Barnstable County Registry of Deeds on October 30, 1996 in Book 10459, Page 215, does hereby cancel and discharge the same.

Property Address: **21 PINE STREET, HYANNIS, MA 02601**

In Witness Whereof, the said **BARNSTABLE COUNTY** has caused its corporate seal to be hereunto affixed, and these presents to be signed, acknowledged and delivered, in its name and behalf by its County Commissioners hereunto duly authorized this _____ day of October, 2016.

BARNSTABLE COUNTY
By its County Commissioners:



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

October 3, 2016

Elizabeth Albert
County of Barnstable
P.O. Box 368
Barnstable MA 02630

Dear Ms. Albert:

This is to inform you that the Massachusetts Department of Public Health, Bureau of Substance Abuse Services has amended your contract #INTF2354M04301822071. The line item you requested exceeded the 25% rule therefore requiring a formal amendment. The revised figures have been entered into the EIM system and left in pending status. Upon receipt of this amendment package, the contract amendment will be put in active status for billing.

This award contains funds from the Substance Abuse and Mental Health Services Administration (SAMHSA) of the federal government, #4512-9069(CFDA#93.959). Providers receiving federal grant funds will be considered sub-recipients for federal grant purposes and will be required to comply with applicable federal requirements, including but not limited to sub-recipient audit requirements under OMB Circular A-133.

If you have any questions, please call the Bureau at (617) 624-5146.

A handwritten signature in black ink, appearing to read "C. Whiteman", written over a horizontal line.

Charles A. Whiteman, Director of Administration and Finance
Bureau of Substance Abuse Services

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 under [Guidance For Vendors - Forms](#) or www.mass.gov/osd under [OSD Forms](#).

CONTRACTOR LEGAL NAME: County Of Barnstable (and d/b/a):	COMMONWEALTH DEPARTMENT NAME: Department Of Public Health MMARS Department Code: DPH
Legal Address: (W-9, W-4,T&C): 3195 Main St, Barnstable, MA 02630-1105	Business Mailing Address: 250 Washington Street, Boston, MA 02108
Contract Manager: Elizabeth Albert	Billing Address (if different):
E-Mail: balbert@barnstablecounty.org	Contract Manager: Sokonthea An
Phone: 508-375-6626 Fax: 508-362-0290	E-Mail: Sokonthea.An@MassMail.State.MA.US
Contractor Vendor Code: VC6000194979	Phone: 617-624-6190 Fax: 617-624-5017
Vendor Code Address ID (e.g. "AD001"): AD001. (Note: The Address Id Must be set up for <u>EFT</u> payments.)	MMARS Doc ID(s): INTF2354M04301822071 RFR/Procurement or Other ID Number: 301822
<p style="text-align: center;"><u> </u> NEW CONTRACT</p> PROCUREMENT OR EXCEPTION TYPE: (Check one option only) <input type="checkbox"/> <u>Statewide Contract</u> (OSD or an OSD-designated Department) <input type="checkbox"/> <u>Collective Purchase</u> (Attach OSD approval, scope, budget) <input type="checkbox"/> <u>Department Procurement</u> (Includes State or Federal grants <u>815 CMR 2.00</u>) (Attach RFR and Response or other procurement supporting documentation) <input type="checkbox"/> <u>Emergency Contract</u> (Attach justification for emergency, scope, budget) <input type="checkbox"/> <u>Contract Employee</u> (Attach <u>Employment Status Form</u> , scope, budget) <input type="checkbox"/> <u>Legislative/Legal or Other:</u> (Attach authorizing language/justification, scope and budget)	<p style="text-align: center;"><input checked="" type="checkbox"/> CONTRACT AMENDMENT</p> Enter Current Contract End Date <u>Prior</u> to Amendment: <u>06/30</u> , 20 <u>20</u> . Enter Amendment Amount: \$ <u>No Change</u> (or "no change") AMENDMENT TYPE: (Check one option only. Attach details of Amendment changes.) <input checked="" type="checkbox"/> <u>Amendment to Scope or Budget</u> (Attach updated scope and budget) <input type="checkbox"/> <u>Interim Contract</u> (Attach justification for Interim Contract and updated scope/budget) <input type="checkbox"/> <u>Contract Employee</u> (Attach any updates to scope or budget) <input type="checkbox"/> <u>Legislative/Legal or Other:</u> (Attach authorizing language/justification and updated scope and budget)
The following COMMONWEALTH TERMS AND CONDITIONS (T&C) 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	
COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00. <input type="checkbox"/> <u>Rate Contract</u> (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"/> <u>Maximum Obligation Contract</u> Enter Total Maximum Obligation for total duration of this Contract (or <u>new</u> Total if Contract is being amended). \$ <u>620,000.00</u>	
PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within 10 days <u> </u> % PPD; Payment issued within 15 days <u> </u> % PPD; Payment issued within 20 days <u> </u> % PPD; Payment issued within 30 days <u> </u> % PPD. If PPD percentages are left blank, identify reason: <input type="checkbox"/> agree to standard 45 day cycle <input checked="" type="checkbox"/> statutory/legal or Ready Payments (G.L. c. 29, § 23A); <input type="checkbox"/> only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See <u>Prompt Pay Discounts Policy</u> .)	
BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT: (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.) Line Item amendment over 25%	
ANTICIPATED START DATE: (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 <u>Effective Date</u> (latest signature date below) and no obligations have been incurred prior to the <u>Effective Date</u> . <input type="checkbox"/> 2. may be incurred as of <u> </u> , 20 <u> </u> , a date LATER than the <u>Effective Date</u> below and no obligations have been incurred prior to the <u>Effective Date</u> . <input type="checkbox"/> 3. were incurred as of <u> </u> , 20 <u> </u> , a date PRIOR to the <u>Effective Date</u> below, and the parties agree that payments for any obligations incurred prior to the <u>Effective Date</u> are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.	
CONTRACT END DATE: Contract performance shall terminate as of <u>06/30</u> , 20 <u>20</u> , with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.	
CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the " Effective Date " of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor makes all certifications required under the attached <u>Contractor Certifications</u> (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 <u>Commonwealth Terms and Conditions</u> , this Standard Contract Form including the <u>Instructions and Contractor Certifications</u> , 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 <u>801 CMR 21.07</u> , incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.	
AUTHORIZING SIGNATURE FOR THE CONTRACTOR: X: _____, Date: _____ (Signature and Date Must Be Handwritten At Time of Signature) Print Name: _____ Print Title: _____	AUTHORIZING SIGNATURE FOR THE COMMONWEALTH: X: _____, Date: _____ (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>Sharon Dyer</u> Print Title: <u>Director, Purchase of Service Office</u>

PWTF PARTNER AGREEMENT ADDENDUM –
FY16 CARRYFORWARD FUNDS

THIS ADDENDUM TO AGREEMENT PARTNER DOCUMENTS is entered into and effective as of July 1, 2016, by and between **YMCA CAPE COD** having its principal place of business as 2245 Iyannough Road, West Barnstable, MA 02668, hereinafter called the "PWTF GRANTEE", and the **County of Barnstable**, a public instrumentality of the Commonwealth of Massachusetts having its principal place of business as 3195 Main Street, Barnstable, MA, hereinafter called the "COUNTY".

WHEREAS, the COUNTY and the GRANTEE desire to modify the Partner Agreement by entering into this addendum;

NOW, THEREFORE, This addendum is to modify the PREVENTION WELLNESS TRUST FUND (PWTF) FY17 Grant Agreement between the GRANTEE and the COUNTY to allow for the carryforward of FY16 funds unspent by the GRANTEE. Except as expressly modified hereby, the Partner Agreement shall continue unamended and in full force and effect in accordance with its terms. All terms and conditions outlined in the FY17 Partner Agreement apply to the expenditure and reporting of FY16 carryforward funds.

IV. Payment Mechanism and Compensation

The County shall pay the Grantee up to the sum of \$35,350.67 in carryforward funds that were unspent from the Grantee's approved FY16 budget for for the provision of the services specified in Section I of the FY17 Grant Agreement on the following schedule, contingent upon disbursement of funds by DPH to the Coordinating Partner.

Unspent funds from FY16 of the Prevention Wellness Trust Fund grant may be carried over for use in FY17/Year 3, as allowable by the Department of Health (DPH). Any unspent carryover funds must be spent down prior to invoicing for FY17/ Year 3 funds unless approved by the Coordinating Partner. The payment mechanism of unspent carryover funds will follow the same guidelines as FY17/ Year 3 funds, as outlined in the FY17 Partner Agreement.

All other Terms and Conditions remain as agreed.

BARNSTABLE COUNTY COMMISSIONERS

GRANTEE

Date

Date

Stacie Peugh 10/11/16
Name Date

Stacie Peugh
Authorized Signature