

SUBCONTRACT
BETWEEN THE
UNIVERSITY OF MASSACHUSETTS/AMHERST
AND BARNSTABLE COUNTY

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This Subcontract is entered into on this 1st day of October, 2017 by and between the University of Massachusetts, Amherst, a state university within the Commonwealth of Massachusetts as established under Chapter 648 of the Acts of 1962, as amended (hereinafter called "UNIVERSITY") with offices at Hadley, MA, 01003 and Barnstable County with offices at Deeds & Probate Building, PO Box 367, Barnstable, MA 02630 (hereinafter called "SUBCONTRACTOR"), and constituting a subcontract under Prime Agreement between the UNIVERSITY and the United States Department of Agriculture, which Prime Agreement is under the direction of Jody (Jellison) Goodell (hereinafter called the PI); which provides formula funding for University Extension activities under the *Smith-Lever Act*.

WITNESSED THAT:

SUBCONTRACTOR agrees to furnish and deliver the supplies and/or perform the services set forth in this subcontract for the consideration stated herein.

SCHEDULE

ARTICLE 1. STATEMENT OF WORK AND ADMINISTRATION

(a) SUBCONTRACTOR shall provide the necessary personnel, equipment, facilities and supplies to perform the services specified in the attached Work Statement marked Exhibit A, which by this reference is incorporated herein and made a part hereof.

(b) SUBCONTRACTOR's Principal Investigator is:

Mike Maguire, County Extension Director
Barnstable County Cape Cod Cooperative Extension
Deeds and Probate Building
PO Box 367
Barnstable, MA 02830
Tel: 508/362-2511

(c) SUBCONTRACTOR's Administrative Contact is:

Same as Above

(d) All work performed under this subcontract must be satisfactory to and accepted by the PI.

(e) SUBCONTRACTOR is solely responsible for the performance of the Subcontract as specified in the attached Work Statement and all written amendments thereto and hereto formally executed by the parties hereto.

(f) The UNIVERSITY'S PI may be contacted at the following address:

Jody Jellison Goodell, Assistant Vice Chancellor
Center for Agriculture Food & The Environment
Stockbridge Hall, Room 319
University of Massachusetts
Amherst, Massachusetts 01003
Tel: (413) 545-4800
Email: jjellison@cns.umass.edu

(g) The UNIVERSITY's Administrative Contact is:

Susan M. Girouard, MS, CRA
Office of Grant & Contract Administration
Mass Venture Center
100 Venture Way, Suite 201
University of Massachusetts
Hadley, MA 01035-9450
Tel: (413) 545-0698
Email: ogca@research.umass.edu

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ARTICLE 2. DELIVERY OR PERFORMANCE SCHEDULE

SUBCONTRACTOR shall furnish and deliver the supplies and perform the Services required by Article 1, Statement of Work, in accordance with the following schedule:

(a) The period of performance under this Subcontract is specified as October 1, 2017 through September 30, 2018.

(b) Reports:

(1) All interim technical reports shall be submitted to the UNIVERSITY's PI in a timely manner. The final technical report shall be submitted within 60 days after the termination of this Subcontract.

(2) Other required reports and documentation required under the prime agreement, including but not limited to property, SB/SDB, and patent and invention reports shall be submitted to Office of Grant and Contract Administration as referenced in Article 1 (g).

ARTICLE 3. ALLOWABLE COSTS AND PAYMENT

(a) Estimated Cost

The total estimated cost of performance of this Subcontract is \$117,300. This includes \$57,300 of awarded funds and \$60,000 in Subcontractor's committed cost share.

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(b) Budget

A budget which is agreed to by the parties to this Subcontract is hereby attached as Exhibit B and made part of this Subcontract for all purposes.

Any rebudgeting requiring approval in accordance with terms of the Prime Agreement must receive the prior written approval of UNIVERSITY. The request for such approval should be addressed to the Office of Grant and Contract Administration.

(c) Allowable Costs

For the purposes of determining the amount payable to SUBCONTRACTOR under this Subcontract, the allowable costs shall be determined in accordance with (i) the Prime Agreement, (ii) the terms of this Subcontract and (iii) in accordance with the Uniform Guidance Regulation 2 CFR 200 Cost Principles which are applicable to the SUBCONTRACTOR. In the event of any inconsistency between (i) and (ii), paragraph (i) will prevail.

(d) Payment

- (1) All payments under this Subcontract shall be made upon SUBCONTRACTOR submitting its invoice to UNIVERSITY at approximately thirty (30) day intervals and in form and content satisfactory to the UNIVERSITY for payments of costs incurred during the preceding calendar month.
- (2) Payments for performance under this Subcontract shall be made by UNIVERSITY to SUBCONTRACTOR on a cost reimbursement basis. Any payments so made shall be in accordance with the approved budget referred to in Article 3(b) above and attached as Exhibit B.

Invoices referencing 18 010040 B 00 should be emailed to:

Assistant Controller
Mass Venture Center
100 Venture Way, Suite 201
University of Massachusetts
Hadley, MA 01035-9450
Tel: (413) 545-0806
Fax: 413-545-6088
Email: rainvoices@admin.umass.edu

- (3) Reports: The final invoice for expenditures, final financial report and any required close-out documentation shall be submitted to the Controller, University of Massachusetts at Amherst 60 days after the termination date of this subcontract. All interim financial reports shall be submitted in a timely manner.

ARTICLE 4. SPECIAL PROVISIONS

- (a) The books of account, files, and other records of SUBCONTRACTOR which are applicable to this Subcontract shall at all reasonable times be available for inspection, review, and audit by the UNIVERSITY, its representatives and/or the

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Sponsor's representatives as stated in the Prime Agreement to determine the proper application and use of all funds paid to or for the account or benefit of SUBCONTRACTOR; in addition, SUBCONTRACTOR shall provide such special reports as required by UNIVERSITY to permit evaluation of progress of the project.

- (b) The SUBCONTRACTOR certifies that it meets the audit requirements of Subpart F of 2 CFR 200 under the Uniform Guidance Regulations, and shall furnish a copy of such audit report to the UNIVERSITY within 30 days of completion of said audit. If Uniform Guidance Regulations 2 CFR 200 does not apply to the SUBCONTRACTOR, then the applicable Uniform Guidance regulations shall apply and the audit report shall be furnished to the UNIVERSITY as required above.
- (c) This Subcontract may not be assigned in whole or in part without the prior written consent of UNIVERSITY.
- (d) This Subcontract may be terminated in accordance with the provisions of the Prime Agreement.
- (e) Title to equipment purchased by SUBCONTRACTOR pursuant to the terms of this Subcontract shall remain in UNIVERSITY, and equipment shall be returned to UNIVERSITY upon the termination of this agreement, unless other disposition is mutually agreed upon and permitted under terms of the Prime Agreement.
- (f) Patents and Inventions. Should any patent or invention arise out of the joint efforts of the SUBCONTRACTOR and the UNIVERSITY under this agreement, subject to the rights of the prime sponsor, such patent or invention shall be shared by the two parties. The rights of individual faculty or staff members to a portion of their institution's interest shall be governed by the policies of their respective institutions. Should any patent or invention arise out of the sole effort of the SUBCONTRACTOR, it shall be subject to the rights of the prime sponsor. The SUBCONTRACTOR will grant an irrevocable, non-exclusive, royalty-free license to the UNIVERSITY.
- (g) When issuing statements, press releases, request for proposal, bid solicitations, and other documents describing projects or programs funded in whole or in part with Federal money, all grantees receiving Federal funds, including but not limited to State and local governments, shall clearly state (1) the percentage of the total cost of the program or project which will be financed with Federal money, and (2) the dollar amount of Federal funds for the project or program.
- (h) To the full extent allowed by law, each party hereto agrees to be responsible and to assume liability for its own wrongful or negligent acts or omissions, or those of its officers, agents or employees in performance under this Agreement.
- (i) SUBCONTRACTOR assumes sole responsibility for reimbursement and will reimburse UNIVERSITY a sum of money equivalent to the amount of any expenditures disallowed should the granting or funding agency or an authorized agency rule through audit exception or some other appropriate means, that expenditures from funds allocated to SUBCONTRACTOR for direct and/or indirect costs were not made in compliance with the regulations of the granting or funding agency or the provisions of this Subcontract.

- (j) No person in the United States shall on the grounds of race, creed, color, national origin, sex, physical handicap or age be excluded from participation in, be denied the proceeds of, or be subject to discrimination in the performance of this Subcontract. SUBCONTRACTOR will comply with the requirements concerning discrimination and compliance information set forth in the regulations promulgated or to be promulgated by UNIVERSITY pursuant to the Title VI Civil Rights Act of 1964; Executive Order 11246 entitled "Equal Employment Opportunity, as amended by Executive Order 11375, as supplemented in Department of Labor regulations (41 CFR, Part 60); Title VII of the Civil Rights Act of 1964 as amended by the EEO act of 1972; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1976, as amended; Affirmative Action Obligation of Contractors and Subcontractors for Disabled Veterans and Veterans of the Vietnam Era, and Title IX of the Higher Education Act of 1972 and will furnish UNIVERSITY with such assurances as may be required by those regulations to be included in applications for grant funds. In the event that SUBCONTRACTOR signs any contract which would be covered by Executive Order 10925 (March 6, 1961) or Executive Order 11114 (June 22, 1963), SUBCONTRACTOR shall include the equal opportunity clause specified in Section 301 of Executive Order 10925, as amended.
- (k) SUBCONTRACTOR certifies that it complies with the Drug-Free Workplace Act of 1988 (45 CFR part 76, Subpart F). SUBCONTRACTOR agrees to make a good faith effort to continue to maintain a drug-free Workplace and will notify UNIVERSITY in writing when any SPONSOR notifications are required.
- (l) SUBCONTRACTOR certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from any covered transaction by any federal agency (45 CFR Part 76 and Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.5). SUBCONTRACTOR will notify UNIVERSITY within thirty (30) days of any change of that status.
- (m) SUBCONTRACTOR certifies that neither it nor its principals are delinquent on any federal debt. Examples of federal debt include delinquent taxes, audit disallowances in which SUBCONTRACTOR has received a "Notice of Grants Cost Disallowance" which has not been repaid or resolved and is not currently under "appeal", guaranteed or direct student loans, FHA loans, business loans, or other miscellaneous administrative debts. SUBCONTRACTOR will notify UNIVERSITY within thirty (30) days of any change of that status.
- (n) If this contract is for an amount equal to or in excess of \$100,000, the SUBCONTRACTOR certifies and agrees to disclose as appropriate in accordance with the restrictions on lobbying.
- (o) Pursuant to the Animal Welfare Act, 7 U.S.C.S. section 2131 et seq. and the Public Health Service Policy on Humane Care and Use of Laboratory Animals, the SUBCONTRACTOR and the UNIVERSITY agree that any vertebrate animal research protocol conducted under this agreement will be reviewed and approved by the SUBCONTRACTOR's Animal Care and Use Committee (IACUC). The SUBCONTRACTOR certifies that its IACUC is in full compliance with all relevant federal regulation.

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- (p) **Protection of Human Subjects.** Pursuant to 45 CFR 46, Sub-part A. Protection of Human Subjects, Section 46-107, the UNIVERSITY and SUBCONTRACTOR agree that any human research protocol conducted under this Agreement shall be reviewed and approved by the SUBCONTRACTOR's Institutional Review Board (IRB) and said assurance shall be filed with the UNIVERSITY. The SUBCONTRACTOR certifies that its IRB is in full compliance with all relevant federal regulations.

ARTICLE 5. INCORPORATION OF APPLICABLE PROVISIONS OF PRIME AGREEMENT.

- (a) All applicable provisions contained in the Prime Agreement between UNIVERSITY and the U.S. Department of Agriculture shall be binding upon SUBCONTRACTOR, and SUBCONTRACTOR hereby agrees to comply with same. A copy of the Prime Agreement is attached to this Subcontract as Exhibit C and made a part hereof for all purposes. In the event of a conflict or discrepancy between the terms, conditions and covenants of the Prime Agreement and this Subcontract, such conflict or discrepancy shall be resolved in favor of the Prime Agreement.
- (b) All obligations for payment by UNIVERSITY under this Subcontract are contingent upon funding to UNIVERSITY as called for in the Prime Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Subcontract effective as of the set forth herein.

UNIVERSITY OF MASSACHUSETTS:

SUBCONTRACTOR:

By _____

Theresa W. Girardi, CRA
Assistant Director

By _____

(typed name)

(title)

Vendor # or Tax ID#
(S.S.# or Fed Employers ID#)

To be executed by the individual authorized to legally bind the SUBCONTRACTOR.

Exhibit A: FY18 Work Statement

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I. Responsibilities of University of Massachusetts Amherst Extension

UMass Extension agrees to provide, free of charge, professional and technical assistance, such as communications and marketing support, assistance/expertise of state specialists, program coordination and educational materials in support of mutually agreed upon programs. Program development and delivery will be the responsibility of Extension staff utilizing mutually agreed upon program planning and reporting processes. UMass Extension agrees to provide professional and technical assistance of state specialists to the extent feasible at no cost to Barnstable County in support of programs.

II. Responsibilities of Barnstable County

1. Maintain educational programs in areas consistent with the mission of UMass Extension, as determined through the annual plan of work developed by the university and submitted to USDA. All programs delivered in Barnstable County will be guided primarily by needs identified by Barnstable County stakeholders and be consistent with broader university stakeholder listening processes. Support necessary to carry out programs, subject to availability, will be provided, including office space, clerical support, travel and materials funds.

2. Collaborate with UMass Extension in the delivery of educational programs consistent with the mission of UMass Extension and Barnstable County Extension. Specific program responsibilities include participation in the following UMass Extension Projects

4-H Program

Project: 4-H Program Delivery and Administration

Manage the 4-H program in Barnstable County

Recruit and support new 4-H volunteers and clubs

Work with community partners to conduct special interest and school enrichment programs

Conduct the "Coastal Explorer" marine science education program

Submit required reports, including, but not limited to

- ES237 youth participation data including "Coastal Explorer" program
- Club and Advisory financial reports.

Support 4-H focus area programs at the county and state levels (currently Science, Education and Technology (SET), Citizenship and Public Speaking)

Follow established 4-H policy and procedures.

Collect and process state 4-H enrollment fees.

Project: 4-H Military Partnership Project Support programs for military youth including the establishment of 4-H clubs for youth from military families.

Agriculture & Landscape Program

Project: Sustainable Landscape Management and Nursery Production

Participate in scouting landscape and writing weekly landscape message for Cape Cod, including weather, landscape and plant phenology

Contribute technical expertise related to nutrient management practices in the landscape for the commercial green industry

Contribute articles to Hort Notes statewide newsletter

Contribute articles to Garden Clippings statewide newsletter

Contribute to the development of the Garden Calendar

Respond to technical queries from landscape industry as needed

Natural Resources and Environmental Conservation Program

Develop and deliver educational programs in the following areas specific to Barnstable County.

Project: Marine Aquaculture and Resource Conservation

Develop and deliver educational program specific to Barnstable County as submitted in Barnstable county plan of work

Project: Household Hazardous Waste Management

Develop and deliver educational program specific to Barnstable County as submitted in Barnstable county plan of work

Nutrition Education Program

Food Safety

Conduct food safety training for food service providers

Conduct 1 Serv Safe in-service training program for Nutrition Education Program staff.

Lodging costs, if applicable, to be provided by UMass Extension.

Supplemental Nutrition Assistance Program Education (SNAP-Ed)

Provide educational programs to reach SNAP eligible audiences and DTA staff serving SNAP eligible audiences

3. Submit annual plans and reports as necessary to document programs and impacts.

These specifically include:

- Federal ES237 (October) Report documenting youth participation in programs, including 4-H, Marine Education and Nutrition

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- 4-H club and Advisory group financial reports per 4-H policy (August 15)
- The annual plan of work (July) and accomplishment reports prepared annually prepared by Barnstable County. These reports will serve as the basis for effort planning and impact reporting (October).
- SNAP-Ed monthly summary of activities, annual plan (April/May), and annual report (October/November)

4. Furnish to UMass Extension, for use as offset against federal funds, a copy of the projected County Extension budget on or before July 1st, and a copy of actual County Extension expenditures by August 30th of each year. A maximum of \$200,000 may be used annually by the University of Massachusetts for match against federal funds received by UMass Extension.

5. Acknowledge the university conducts (currently bi-annual) Criminal Offender Record Information (CORI) checks of volunteers and personnel involved in Extension youth programming in accordance with Massachusetts General Laws and Criminal History Systems Board protocols.

III. Joint Responsibilities

1. UMass Extension and the Barnstable County Commissioners, agree to collaborate in the development, delivery and evaluation of educational programs in Barnstable County, and promotion activities in support of Barnstable County and UMass Extension, including:

- The development and operation of programs and program planning procedures.
- The development of educational program methods and techniques.
- The development and use of program evaluation and assessment methods.
- The development and use of organizational visibility and promotion materials to co-brand program and identity materials.
- The use of the appropriate National Institute for Food and Agriculture/USDA non-discrimination notices on all publications, newsletters, events announcements and e-mails.
- The annual performance review of staff and development of professional improvement plans, provided however, that both parties agree that Barnstable County shall have primary responsibility.
- The development and use of data collection methods to demonstrate equal access to Extension programs by underserved and diverse citizens.

Exhibit B: FY18 Budget

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Personnel and Fringe Benefits	\$57,300
Barnstable County Cost Share	\$60,000

Exhibit C: Prime Terms & Conditions

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USDA-NIFA-SLBC funds are subject to the following:

- Formula Grants Terms and Conditions, <http://nifa.usda.gov/business/formula.html>
- General Provisions, 7 CFR Part 3015, 7CFR Part 3017, 7 CFR Part 3018, and 7 CFR Part 3019
- Administrative Manual for Smith Lever Act:
<http://www.crees.usda.gov/business/awards/formula/manuals/coopextension.pdf>
- Guidelines for the State Plans of Work
- Stakeholder Input Regulation (7 CFR 3418)
- Administrative Guidance for Multistate Extension and Integrated Activities

BOARD PACKET

11/15/17 REGULAR MEETING

AGENDA ITEM 5a

Approval of Minutes for the Special Meeting of November 8,
2017(NO DOCUMENTS)

AGENDA ITEM 6a

Travel Report from Greg Berman, Coastal Processes Specialist for the Cape Cod Cooperative Extension, on the American Shore & Beach Preservation Association (ASBPA) Conference, held October 24 through October 27, 2017 in Fort Lauderdale, Florida (NO DOCUMENTS)

AGENDA ITEM 6b

Discussion on authorizing the approval of Fiscal Year 2019 Operating and Capital Budget Schedules (NO DOCUMENTS)

AGENDA ITEM 6c

Discussion on authorizing the approval of a full-time Custodian position, as recommended by the Reviewing Committee pursuant to the County Hiring Policy (NO DOCUMENTS)

AGENDA ITEM 6d

Discussions on a “Pledge of Ethical and Professional Behavior” and “Code of Conduct” for all Barnstable County elected and appointed officials (NO DOCUMENTS)

AGENDA ITEM 8a

Authorizing the Approval of a Timesheet for Jack Yunits, County Administrator, for the period of October 29, 2017 through November 11, 2017 (NO DOCUMENTS)

AGENDA ITEM 8b

Authorizing the approval of up to twenty (20) days of leave without pay for Stephanie Houghton, Special Projects Coordinator for the Cape Cod Commission, beginning November 21, 2017 and to be used by December 18, 2017 (NO DOCUMENTS)

AGENDA ITEM 8c

Authorizing the execution of a subrecipient commitment form for a subcontract with the University of Massachusetts Amherst, in the amount of \$57,300.00 for the period of October 1, 2017 through September 30, 2018, for the Cape Cod Cooperative Extension to administer the 4-H Program, the Agriculture & Landscape Program, the Natural Resources & Environmental Conservation Program, and the Nutrition Education Program