

AGENDA PACKET

12/13/17 REGULAR MEETING

AGENDA ITEM 5a

Regular Meeting of November 22, 2017 (NO DOCUMENTS)

COMMONWEALTH OF MASSACHUSETTS

Barnstable, ss.

At the regular meeting of the County Commissioners held in the Superior Courthouse in Barnstable, on the twenty-second day of November A.D. 2017.

Board of the Barnstable County Commissioners:

Ronald R. Beaty Present

Leo G. Cakounes Present

Mary Pat Flynn Present

Staff Present:

Jack Yunits County Administrator

Steve Tebo Interim Assistant County Administrator

Owen Fletcher Executive Assistant, Administration

Ian Roberts Technical Support Specialist, Information & Technology

1. Call to Order

Chairman Cakounes called the meeting to order at 10:01 a.m.

2. Pledge of Allegiance

3. Moment of Silence

4. Public Comment

No members of the public offered comment.

5. Approval of Minutes

a. Regular Meeting of November 15, 2017

Motion by Commissioner Beaty to approve the regular session meeting minutes of November 15, 2017 as presented, 2nd by Commissioner Flynn, approved 3-0-0.

6. General Business

a. Discussion on a proposed County Code of Conduct for all elected and appointed officials

Motion by Commissioner Beaty to approve the County Code of Conduct for elected and appointed officials as presented, 2nd by Commissioner Flynn, approved 2-0-1 (YES: Cakounes, Flynn. ABSTAIN: Beaty).

Commissioner Cakounes detailed the review of the proposed code by Assembly of Delegates members and County Counsel. He noted that County Counsel and the County's employment counsel both advised that all passages regarding sanction or censure be removed, and that those passages were removed from the draft. Commissioner Beaty abstained and explained that after talking with his own attorney he was advised to proceed with caution. He also stated that he felt the code was tainted by politics.

b. Discussion on authorizing a letter of support, requested by the Cape Cod Legislative Delegation, to pursue a public-private partnership for the U.S. Route 6 Rest Area, located east-bound between Exits 6 and 7, within the Town of Barnstable

Motion by Commissioner Beaty to authorize the Chair to compose and execute a letter of support requested by the Cape Cod Legislative Delegation pursuant to the future of the Rt. 6 Rest Area, currently Licensed to the County for operation.

Commissioner Cakounes described the County's consultation with State Senator Cyr and other members of the Cape Cod State Legislation Delegation. He noted their assistance in addressing this issue.

c. Proposed Ordinance 17-__: Establishing the Barnstable County Economic Development Council (BCEDC)

Motion by Commissioner Beaty to approve proposed Ordinance 17-__ (to be numbered) which establishes the Barnstable County Economic Development Council and forward it to the Assembly of Delegates for review and vote as presented, 2nd by Commissioner Flynn, approved 3-0-0.

Commissioner Beaty questioned whether the Assembly has held a hearing on the proposed ordinance. Commissioner Cakounes informed the Board that it had previously held three workshop meetings to seek input. He also noted that the Assembly of Delegates held a committee meeting on the ordinance. Commissioner Cakounes stated that he expected quick passage of the ordinance after a full public hearing in the Assembly.

d. Assembly of Delegates Resolution 17-06: Supporting the establishment of a federally-designated buffer zone around Cape Cod that would prohibit mid-water trawlers from operating near the Cape's shores

Motion by Commissioner Beaty to approve Resolution 17-06 presented and previously voted by the Assembly of Delegates on November 15, 2017 which authorizes the Assembly to send a letter of support for the establishment of a Buffer Zone for mid-water trawlers operating within the Cape Cod Shore as presented, 2nd by Commissioner Flynn, approved 3-0-0.

Commissioner Cakounes stated that the Board previously sent a letter to support. Commissioner Beaty expressed concerns regarding the effect of a buffer on the Cape's lobster fishermen. Commissioner Cakounes spoke regarding his experienced with lobster fisherman, and stressed that he did not believe this resolution would cause an undue burden.

e. Discussion on creating a full-time, grant funded position of Project Specialist –MOAPC (Massachusetts Opioid Abuse Prevention Collaborative), as recommended by the Reviewing Committee pursuant to the County Hiring Policy

Motion by Commissioner Beaty to authorize the filling of a vacancy of the Grant Funded Position of a Project Specialist for the Massachusetts Opioid Abuse Prevention Collaboration in pursuant to the County New Hire Policy as presented, 2nd by Commissioner Flynn, approved 3-0-0.

Commissioner Cakounes clarified that this was not a new position, but simply authorization of the filling of an old position, as required by the County Hiring Policy.

f. Discussion on authorizing the approval of the County Administrator's recommendation to eliminate the position of Assistant Human Resources Director and create the position of County Human Resource Director

Motion by Commissioner Beaty to authorize, pursuant to the County Administrator's recommendation, the creation of the County Human Resources

Director position, replacing the position of Assistant Human Resource Director as presented, 2nd by Commissioner Flynn, approved 3-0-0.

Mr. Yunits explained that the requirements of human resources require a full-time position separate from the County Administrator. Commissioner Beaty clarified that this action was more about a change in job title for the current Assistant Human Resource Director.

- g. Authorizing the execution of an official letter formally requesting the filing of legislation in the Massachusetts General Court to permit Barnstable County to offer an Early Retirement Incentive Program**

Motion by Commissioner Beaty to authorize the Chair to compose and execute a letter, and all other required documents, formally requesting the filing of legislation in the Massachusetts General Court to permit Barnstable County to offer an Early Retirement Incentive Program as requested by the Massachusetts House of Representatives.

7. New Business – Other business not reasonably anticipated by the Chair

8. Commissioners' Actions

- a. Authorizing the approval of a reimbursement request from Jack Yunits, County Administrator, for the period of August 10, 2017 through November 9, 2017**

Motion by Commissioner Beaty to approve a reimbursement request from Jack Yunits, County Administrator, for the period of August 10, 2017 through November 9, 2017 as presented, 2nd by Commissioner Flynn, approved 3-0-0.

- b. Authorizing the execution of a Memorandum of Agreement, through the Cape Cod Commission, with the Town of Barnstable, to provide housing mitigation funds in the amount of \$54,775.04 plus any additional accrued interest, to support the creation of additional affordable housing opportunities in the town through its recently created Affordable Housing/Growth & Development Trust Fund, for a period from the execution of the agreement until December 31, 2017**

Motion by Commissioner Beaty to authorize the execution of a Memorandum of Agreement, through the Cape Cod Commission, with the Town of Barnstable, to provide housing mitigation funds in the amount of \$54,775.04 plus any additional accrued interest, to support the creation of additional affordable housing

opportunities in the town through its recently created Affordable Housing/Growth & Development Trust Fund, for a period from the execution of the agreement until December 31, 2017 as presented, 2nd by Commissioner Flynn, approved 3-0-0.

Commissioner Beaty asked for clarification regarding how the Town of Barnstable could use the funds. Commissioner Cakounes stated that the Cape Cod Commissioner would have some oversight, but the Board would not.

- c. Authorizing the execution of a Subaward Agreement, through the Cape Cod Commission, with the University of Rhode Island Department of Resource Economics, for a maximum amount of \$75,000.00, for the period of December 1, 2017 through June 30, 2018, for socio-economic analyses required under the National Oceanic and Atmospheric Administration's (NOAA) grant funded project “Resilient Cape Cod: A Path Forward with Innovative Tool Development and Public Engagement”**

Motion by Commissioner Beaty to authorize the execution of a sub-award Agreement, through the Cape Cod Commission, with the University of Rhode Island Department of Resource Economics, for a maximum amount of \$75,000.00, for the period of December 1, 2017 through June 30, 2018, for socio-economic analyses required under the National Oceanic and Atmospheric Administration's (NOAA) grant funded project “Resilient Cape Cod: A Path Forward with Innovative Tool Development and Public Engagement” as presented, 2nd by Commissioner Flynn, approved 3-0-0.

- d. Authorizing the execution of a subaward agreement with the Woods Hole Oceanographic Institution (WHOI), for a Sea Grant awarded by NOAA, for the amount of \$66,269.00, for the period of September 1, 2017 through August 31, 2019, for the Cape Cod Cooperative Extension to perform work for the project entitled, "Market Development to Diversify Shellfish Aquaculture Products in Massachusetts", supporting aquaculture of three (3) native, coastal shellfish species**

Motion by Commissioner Beaty to authorize the execution of a sub-award agreement with the Woods Hole Oceanographic Institution (WHOI), for a Sea Grant awarded by NOAA, for the amount of \$66,269.00, for the period of September 1, 2017 through August 31, 2019, for the Cape Cod Cooperative Extension to perform work for the project entitled, "Market Development to Diversify Shellfish Aquaculture Products in Massachusetts", supporting aquaculture of three (3) native, coastal shellfish species as presented, 2nd by Commissioner Flynn, approved 3-0-0.

- e. Authorizing the award of a contract to Isotrope, LLC to assist the Cape Cod Commission with technical reviews of Developments of Regional Impact**

(DRI), for a period of three (3) years from execution of a contract, with a renewal option for two (2) additional two-year terms

Motion by Commissioner Beaty to award a contract to Isotrope LLC to assist the Cape Cod Commission with technical review of Developments of Reginal Impact (DRI) for a period of three years from the time of the execution of a Contract with renewal options for two additional two-year terms, as presented, 2nd by Commissioner Flynn, approved 3-0-0.

The Board clarified that the bid award referenced hourly charges.

- f. Authorizing the award of a contract to ProCourier for courier services for the County Health Lab, for a period from the execution of a contract through June 30, 2018, with a renewal option for two (2) additional one-year periods**

Motion by Commissioner Beaty to award a Contract to ProCourier for courier services for the County Health Lab for a period from the execution of a Contract through June 30, 2018 with a renewal option for two additional one-year periods as presented, 2nd by Commissioner Flynn, approved 3-0-0.

- g. Authorizing the execution of a cooperative agreement with the Town of Dennis for an amount not to exceed \$118,000.00 to do and perform all dredge related work for Bass River**

Motion by Commissioner Beaty to authorize the execution of a cooperative agreement with the Town of Dennis for an amount not to exceed \$118,000.00 to perform Dredge related work along Bass River as presented, 2nd by Commissioner Flynn, approved 3-0-0.

- h. Authorizing the execution, acting by and through the Cape Cod Commission, of a Discharge of Mortgage by James Evangelos, Jr. under the HOME Program**

Motion by Commissioner Beaty to authorize the execution, acting by and through the Cape Cod Commission, of a Discharge of Mortgage by James Evangelos, Jr. under the HOME Program as presented, 2nd by Commissioner Flynn, approved 3-0-0.

- i. Authorizing the execution, acting by and through the Cape Cod Commission, of a Discharge of Mortgage by Michelle Murray under the HOME Program**

Motion by Commissioner Beaty to authorize the execution, acting by and through the Cape Cod Commission, of a Discharge of Mortgage by Michelle Murray under the HOME Program as presented, 2nd by Commissioner Flynn, approved 3-0-0.

j. Authorizing the execution, acting by and through the Cape Cod Commission, of a Discharge of Mortgage by Ileana M. Rosiewicz under the HOME Program

Motion by Commissioner Beaty to authorize the execution, acting by and through the Cape Cod Commission, of a Discharge of Mortgage by Ileana M. Rosiewicz under the HOME Program as presented, 2nd by Commissioner Flynn, approved 3-0-0.

k. Authorizing the execution, acting by and through the Cape Cod Commission, of a Discharge of Mortgage by Aran C. Taylor under the HOME Program

Motion by Commissioner Beaty to authorize the execution, acting by and through the Cape Cod Commission, of a Discharge of Mortgage by Aran C. Taylor under the HOME Program as presented, 2nd by Commissioner Flynn, approved 3-0-0

l. Authorizing the Subordination of a HOME Mortgage for Amber E. Lavelle on real estate located at 121 Camp Street, Unit 138, West Yarmouth

Motion by Commissioner Beaty to authorize the execution of a Subordination of a HOME Mortgage for Amber E. Lavelle on real estate located at 121 Camp Street, Unit 138, West Yarmouth as presented, 2nd by Commissioner Flynn, approved 3-0-0.

m. Authorizing the Execution of Certificates for Dissolving Septic Betterments

9. Commissioners' Reports

Commissioner Beaty asked for a presentation on the County's efforts to address the opioid epidemic.

Commissioner Cakounes listed upcoming issues the Board will soon address including; a vehicle use policy, social media Policy, Coastal Zone Management Committee, a report on Bourne leases, the reorganization of the Board for the upcoming calendar year, creating a three-year Strategic Plan. He noted that he planned for the Board to hold workshop meetings on the Coastal Zone Management Committee. He also spoke regarding the status of the new County Dredge.

10. County Administrator's Report

Mr. Yunits expressed his support for Commissioner Beaty's request for a briefing on the County's opiate crises. He also noted the efforts of Cape Cod Cooperative Extension staffers

Kalliope Chute and Kari Parcel to bring in funds to address solid waste and other matters. He further spoke about a play, Boundless, that is currently being performed which addressed the concerns of fisherman.

Mr. Tebo reported to the Board regarding the current state of the new Dredge, and detailed the technical issues being addressed.

11. Adjournment

*Barnstable, ss. at 10:44 a.m. on this twenty-second day of November A.D. 2017
Commissioner Beaty made a motion to adjourn, 2nd by Commissioner Flynn, approved 3-0-0.*

Approved:

Leo G. Cakounes, Chair

Mary Pat Flynn, Vice-Chair

Ronald R. Beaty, Commissioner

Date

The foregoing records have been read and approved.

A true copy, Attest:

Barnstable County Regional Clerk

AGENDA ITEM 5b

Regular Meeting of December 6, 2017 (NO DOCUMENTS)

COMMONWEALTH OF MASSACHUSETTS

Barnstable, ss.

At the regular meeting of the County Commissioners held in the Superior Courthouse in Barnstable, on the sixth day of December, A.D. 2017.

Board of the Barnstable County Commissioners:

Ronald R. Beaty Present

Leo G. Cakounes Present

Mary Pat Flynn Present

Staff Present:

Jack Yunits County Administrator

Steve Tebo Interim Assistant County Administrator

Owen Fletcher Executive Assistant, Administration

1. Call to Order

Chairman Cakounes called the meeting to order at 10:02 a.m.

2. Pledge of Allegiance

3. Moment of Silence

4. Public Comment

No members of the public offered comment.

5. Approval of Minutes

a. Regular Meeting of November 22, 2017

The Board held this item for the next meeting.

6. General Business

a. Discussion regarding November 27, 2017 correspondence from Ms. Felicia Penn of the Town of Barnstable requesting the removal of certain items from the County website

Commissioner Cakounes spoke regarding a letter received by Ms. Penn asking to remove items from the Cape Cod Economic Development Council website and claiming that those items are her intellectual property. Commissioner Cakounes stated that he spoke with Mr. Yunits, and the drafted a response. He read that response into the record. Commissioner Beaty expressed his opinion that he disagreed with Ms. Penn's assertions as contained in her letter. Commissioner Flynn spoke briefly regarding the legal issues involved, suggesting that the matter be referred to County Counsel.

b. Proposed County Social Media Policy

Commissioner Cakounes noted that the policy was distributed to Commissioners and will be placed on the next meeting agenda for a vote after the Board and County staff make final edits.

c. Proposed County Vehicle Use Policy

Commissioner Cakounes spoke regarding the review process for this policy. He asked that the Board forward any requested changes to County staff prior to an expected vote at next week's regular meeting.

d. Discussion on Grant Policies and Procedures for the proposed Barnstable County Economic Development Council (BCEDC)

Motion by Commissioner Beaty to approve the policy and procedure for the proposed Barnstable County Economic Development Council as presented, 2nd by Commissioner Flynn, approved 3-0-0.

Mr. Yunits spoke regarding the development of these procedures. He detailed working with the existing procedures for the Cape Cod Economic Development

Council, as well as working with the County's Chief Procurement Officer to ensure that the proposed policy met Chapter 30B requirements.

e. Discussion on the Barnstable County Coastal Resources Committee

No action, this distributed for information on creation of new Coastal Zone Management Committee, or new Coastal Recourse Committee. Commissioner Cakounes informed the Board that there was no record of the Committee's creation by ordinance. He detailed his plans to hold a working session and create a new ordinance to govern this Committee.

Charles T. McCaffrey Jr. of the Town of Falmouth, the Board's appointee to the County Coastal Resources Committee, spoke to the Board. He detailed the activities of the Committee.

f. Discussion on the Cape Cod Water Resources Protection Plan

The Board addressed the need for updates regarding the current state of this plan.

g. Authorizing the recognition of January 21, 2018 through January 27, 2018 as School Choice Week in Barnstable County

Motion by Commissioner Beaty to authorize the Chair to execute a proclamation of School Choice in Barnstable County for the week of January 21, 2018 through January 27, 2018, 2nd by Commissioner Flynn, approved 3-0-0.

Commissioner Cakounes noted that he planned to issue a general proclamation as the requested language was too detailed and the Board may not agree with all of it.

7. New Business – Other business not reasonably anticipated by the Chair

8. Commissioners' Actions

a. Authorizing the approval of a Timesheet for Jack Yunits, County Administrator, for the period of November 12, 2017 through November 25, 2017

Motion by Commissioner Beaty to approve the timesheet for Jack Yunits, County Administrator, for the period of November 12, 2017 through November 25, 2017 as presented, 2nd by Commissioner Flynn, approved 3-0-0.

- b. Authorizing the approval of Kristy Senatori, Deputy Director, as an official signatory for the Cape Cod Commission.**

Motion by Commissioner Beaty to approve Kristy Senatori, Deputy Director, as an official signatory for the Cape Cod Commission, 2nd by Commissioner Flynn, approved 3-0-0.

- c. Authorizing the execution of Certificates of National Service for AmeriCorps Cape Cod members**

Motion by Commissioner Beaty to authorize the execution of Certificates of National Service for AmeriCorps Cape Cod members as presented, 2nd by Commissioner Flynn, approved 3-0-0.

- d. Authorizing the approval of a grounds request by Gosnold of Cape Cod for the David Lewis 5K on September 29, 2018 in honor of National Recovery Month.**

Motion by Commissioner Beaty to approve a grounds-use request by Gosnold of Cape Cod for the David Lewis 5K on September 29, 2018 in honor of National Recovery Month, subject to all provisions within the County Use Policy, including yet not limited to; insurance, post event clean-up, and other provisions set forth by the Facilities Director/Interim Assistant County Administrator as presented, 2nd by Commissioner Flynn, approved 3-0-0.

There was a lengthy discussion including Mr. Yunits and Mr. Tebo regarding current work to update the County's policy for grounds use. There was also a discussion regarding whether to permit the use of grounds by for-profit entities. Commissioner Flynn asked that the Board approve the request. However, the motion was retracted along with second. The Chair stated that he planned to bring back the request after further review.

- e. Authorizing the execution of a contract with Isotrope, LLC to assist the Cape Cod Commission with technical reviews of Developments of Regional Impact (DRI), for a period of three (3) years from execution of a contract, with a renewal option for two (2) additional two-year terms, at the rate of \$225.00 per hour for the principal consultant and \$160.00 per hour for field and lab engineers**

Motion by Commissioner Beaty to authorize the execution of a contract with Isotrope, LLC to assist the Cape Cod Commission with technical reviews of Developments of Regional Impact (DRI), for a period of three (3) years from execution of a contract, with a renewal option for two (2) additional two-year terms, at the rate of \$225.00 per hour for the principal consultant and \$160.00

per hour for field and lab engineers as presented, 2nd by Commissioner Flynn, approved 3-0-0.

- f. Authorizing the execution of a cooperative agreement with the Town of Yarmouth for an amount not to exceed \$70,000.00 to do and perform all dredge related work for Bass River**

Motion by Commissioner Beaty to authorize the execution of a cooperative agreement with the Town of Yarmouth for an amount not to exceed \$70,000.00 to do and perform all dredge related work for Bass River as presented, 2nd by Commissioner Flynn, approved 3-0-0.

- g. Authorizing the execution of a cooperative agreement with the Town of Yarmouth for an amount not to exceed \$15,000.00 to do and perform all dredge related work for Parkers River**

Motion by Commissioner Beaty to authorize the execution of a cooperative agreement with the Town of Yarmouth for an amount not to exceed \$15,000.00 to do and perform all dredge related work for Parkers River as presented, 2nd by Commissioner Flynn, approved 3-0-0.

- h. Authorizing the Execution of an amendment to a grant agreement with the Massachusetts Department of Public Health for the Prevention and Wellness Trust Fund to: 1) increase the current award of \$325,988.00 for Fiscal Year 2018 by the amount of \$496,545.44 and; 2) approve the use of remaining Fiscal Year 2017 funds in the amount of \$29,304.71 for a total budget in the amount of \$851,838.15**

Motion by Commissioner Beaty to authorize the execution of an amendment to a grant agreement with the Massachusetts Department of Public Health for the Prevention and Wellness Trust Fund to: 1) increase the current award of \$325,988.00 for Fiscal Year 2018 by the amount of \$496,545.44 and; 2) approve the use of remaining Fiscal Year 2017 funds in the amount of \$29,304.71 for a total budget in the amount of \$851,838.15 as presented, 2nd by Commissioner Flynn, approved 3-0-0.

- i. Authorizing the transfer of investor membership interest in Conwell Street LLC, a Barnstable County HOME funded development to Edward Malone**

Motion by Commissioner Beaty to authorize the transfer of investor membership interest in Conwell Street LLC, a Barnstable County HOME funded development to Edward Malone as presented, 2nd by Commissioner Flynn, approved 3-0-0.

9. Commissioners' Reports

Commissioner Cakounes spoke regarding scheduling a special meeting to create an ordinance for the Barnstable County Coastal Resources Committee, finalizing a solution to the Bourne Lease situation, an upcoming report from Mr. Tebo to the Assembly on the new County Dredge, beginning the Board's Budget review, and the upcoming Reorganization of the Board on January 2, 2018.

10. County Administrator's Report

Mr. Yunits reported on the upcoming County Human Rights Commission Breakfast, and a public health presentation he participated in at Boston University with Mark Ells, Administrator for the Town of Barnstable. He also reported on County staff's preparation of a Draft Budget, and an upcoming auditor's report on the closing of the Fiscal Year 2017 books.

Mr. Tebo reported on progress in fixing the new County Dredge.

11. Adjournment

Barnstable, ss. at 10:51 a.m. on this fifteenth day of November, A.D. 2017, Commissioner Beaty made a motion to adjourn, 2nd by Commissioner Flynn, approved 3-0-0.

Attest:

Janice O'Connell, County Clerk

Date

The foregoing records have been read and approved.

Leo G. Cakounes, Chair

Mary Pat Flynn, Vice-Chair

Ronald R. Beaty, Commissioner

Date

AGENDA ITEM 6a

Travel Report from Joshua Reitsma, Marine Program Specialist, for the Cape Cod Cooperative Extension on a workshop meeting hosted by NROC (Northeast Regional Ocean Council) and NECAN (Northeast Coastal Acidification Network) regarding monitoring the potential for acidification of waters along our coast, held December 1, 2017 in Portsmouth, NH



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: Joshua Reitsma

Title: Marine Program Specialist

Department: Cooperative Extension

Dates of Trip: 12/1/2017

Name of Meeting: NROC/NECAN Monitoring Workshop

Location: NH DES, Portsmouth, NH

**Report Submitted for
Commissioners' Meeting On:** 12/6/2017

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

- To participate in a meeting/workshop related to monitoring the potential for acidification of waters along our coast. This was hosted by NROC (Northeast Regional Ocean Council) and NECAN (Northeast Coastal Acidification Network) who would like to organize a regional approach to monitoring for acidification and its potential effects to marine industries and ecology. Since we do some marine water quality monitoring and also work closely with the shellfish harvester stakeholder community, we were invited to attend.

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

- The top 2 most valuable fisheries in the Northeast are reliant on shell building seafood products (scallops and lobster) which may be susceptible to changes in acidification...not to mention the growing shellfish culture industry.
- There was a lot of discussion as to how to incorporate monitoring for acidification conditions in existing monitoring programs so that good data can be collected without much extra effort.
- Unfortunately, more than just pH will need to be measured to assess conditions of acidification and the other measures of alkalinity and aragonite saturation state are expensive to measure.

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

- It appears most monitoring efforts throughout the region are in the beginning stages of attempts to monitor for acidification, there is a lot yet to learn.
- There was agreement on a uniform approach to monitoring, so it can be shared.
- NROC/NECAN are going to start writing some monitoring guidelines so that any organization looking to monitor for acidification has some reference material and will update as the technology to monitor improves.

AGENDA ITEM 6b

Assembly of Delegates Resolution 17-07: Supporting the placement of spent nuclear fuel generated by the Pilgrim Nuclear Power Station in secure dry casks

BARNSTABLE COUNTY

In the Year Two Thousand and Seventeen

RESOLUTION 17-07

Whereas, the original design for the spent fuel pool at the Pilgrim Nuclear Power Station (PNPS) was for 880 assemblies, and now holds over 2,822 densely racked and packed, highly radioactive fuel assemblies which will need safe storage for many centuries, and;

Whereas, this same pool holds over eleven times the amount of Cesium released at Chernobyl, and;

Whereas, the MA Attorney General Office 2006 report cited an accident at PNPS could result in 24,000 latent cancers, \$488 billion in damages, and contamination of hundreds of miles downwind, and;

Whereas, for much of the year Barnstable County towns are downwind of PNPS, and;

Whereas, 885 Boraflex panels, which prevent criticality and fire, are susceptible to unacceptable levels of deterioration, and;

Whereas, the PNPS spent fuel pool is vulnerable to terrorist and cyber attack, as well as to adverse weather and ocean change impacts, and;

Whereas, citizens of Barnstable County find PNPS to be an unacceptable threat to our health and safety which must be resolved in the timeliest manner - which concern is reflected in the overwhelming supportive majorities in favor of non-binding advisories to this effect in each of the fourteen town meetings, and by Barnstable Town ballot;

NOW, THEREFORE,

BE IT HEREBY RESOLVED that the Barnstable County Assembly of Delegates:

Resolves to communicate to Governor Baker our expectation, that in order to protect the health, welfare, and economic interests of Barnstable County residents and visitors, he employ all means available to his office to ensure that spent nuclear fuel generated by the Pilgrim Nuclear Power Station be placed in secure dry casks as soon as technically feasible, consistent with the highest safety standards, and ready to be moved to a permanent federal facility when available, as well as to advocate for establishment of a federal storage facility

The Clerk of the Assembly is authorized to have delivered to the Governor a certified copy of this Resolution.

A copy of this resolution shall also be delivered to the Massachusetts Lt. Governor, the Secretary of the

Massachusetts Executive Office of Energy and Environmental Affairs, both State Senators and all State Representatives for Barnstable County, as well as both US Senators and the US Representative representing Barnstable County.

The foregoing resolution was adopted by the Barnstable County Assembly of Delegates, by a roll call vote of 96.77% voting “yes”, 3.23% “absent” at the regular meeting held on December 6, 2017.

Attested by:



**Owen Fletcher
Clerk Pro Tempore
Assembly of Delegates**

Approved:

Board of Regional Commissioners

Leo G. Cakounes, Chair

Mary Pat Flynn, Vice Chair

Ronald R. Beaty, Commissioner

Date

AGENDA ITEM 6c

Assembly of Delegates Resolution 17-08: Requesting that the Cape State Legislative Delegation fill legislation regarding the Permitted Uses of Trailers

BARNSTABLE COUNTY

In the Year Two Thousand and Seventeen

RESOLUTION 17-08

Whereas, the tradition of the hayride as a way to enjoy a warm summer evening has long been a part of rural life especially in less developed areas of our nation, and

Whereas, the tradition of the hayride as a horse drawn wagon has over time changed to a conveyance of a trailer or semi-trailer towed, pushed or drawn by mechanical means, and

Whereas, these conveyances, in addition to being used for hayrides, are used on special occasions, such as delivering Santa and his Elves for Holiday celebrations, and are a staple of providing transportation for Town Bands, Youth Groups and other organizations participating in Town Parades during all times of the year, and

Whereas, for Barnstable County, and its towns, the prohibition of the use of these conveyances in providing for traditional activities and the operation of the variety of annual celebrations and observances would be detrimental to Barnstable County's culture, traditions and attractiveness for visitors throughout the Commonwealth, the Nation and Internationally, now therefore

NOW, BE IT HEREBY RESOLVED that the Barnstable County Assembly of Delegates:

Requests that Senators Julian Cyr and Vinnie deMacedo, and Representatives Sarah Peake, David Viera, Randy Hunt, Tim Whelan, Will Crocker, and Dylan Fernandes, all who represent citizens of Barnstable County, to submit a petition to the General Court, on behalf of Barnstable County enacting language that would provide for the result of continuing the above traditional activities

The foregoing resolution was adopted by the Barnstable County Assembly of Delegates, by a roll call vote of 96.77% voting "yes", 3.23% "absent" at the regular meeting held on December 6, 2017.

Attested by:



**Owen Fletcher
Clerk Pro Tempore
Assembly of Delegates**

Approved:

Board of Regional Commissioners

Leo G. Cakounes, Chair

Mary Pat Flynn, Vice Chair

Ronald R. Beaty, Commissioner

Date

AGENDA ITEM 6d

Proposed County Social Media Policy

BARNSTABLE COUNTY SOCIAL MEDIA POLICY

I. INTRODUCTION

The County of Barnstable permits departments to utilize social media sites and social networking sites (collectively “social media sites”) to further enhance communications with its residents and others in support of the County’s goals and objectives. Designated County officials and County departments are allowed to publish articles, facilitate discussions and communicate information through such media to conduct official County business.

Social media sites facilitate further discussion of County government business, operations and services by providing members of the public the opportunity to participate in many ways using the Internet.

This policy sets forth general guidelines that must be adhered to with respect to utilization of social media sites for official County purposes. Questions regarding this Policy should be directed to County Administration. These guidelines may be supplemented by more specific administrative procedures and rules as may be issued.

Furthermore, this Policy may be amended from time to time, and is meant to be read in conjunction with all other applicable policies and procedures of the County of Barnstable.

II. DEFINITIONS

1. “Social media sites” and “social networking sites” refer to websites that facilitate user participation, networking, and collaboration through the submission of user generated content. Social media in general includes tools such as: blogs, wikis, microblogging sites, such as Twitter; social networking sites, such as Facebook and LinkedIn; video sharing sites, such as YouTube; and bookmarking sites such as Del.icio.us.
2. A “social media identity” is a specific user identity or account that has been registered on a third party social media site.
3. A “blog” (an abridgement of the term web log) is a website with regular entries of commentary, descriptions of events, or other material such as graphics or video.
4. A “moderator” is an authorized County official (appointed or elected) or employee, who reviews, authorizes and allows content submitted by the County officials, employees and public commentators to be posted to a County social media site or sites.

III. POLICY

1. All County social media sites shall be:

- a) approved by County Administration; and
- b) published using social media platform and tools approved by the Information Technology Department (“IT”).

1. The official posting for the County will be done by the County Administrator or their designee.
2. Departments have the option of allowing employees to participate in existing social media sites or creating new sites as part of their job responsibilities.
3. All County social media sites shall adhere to applicable state, federal and local laws, regulations and policies including the Public Records Law, Public Records retention schedules, Open Meeting Law, Copyright Law and other applicable County policies.
4. Public Records Law and e-discovery laws and policies apply to social media content. Accordingly, such content must be able to be managed, stored and retrieved to comply with these laws. Furthermore, once such content is posted on a social media site, it should stay posted, unless it is removed for one of the reasons set forth below in paragraph Numbers 10 or 11 of this policy, or it is changed to fix spelling or grammar errors.
5. All social media sites and entries shall clearly indicate that any content posted or submitted is subject to public disclosure.
6. Each County social media site shall include an introductory statement which clearly specifies the purpose and topical scope of the blog and social media/network site. Where possible, social media sites should link back to the official County Internet site for forms, documents and other information.
7. Each County social media site shall indicate to users that the site is subject to a third party’s website Terms of Service. Furthermore, each County social media site shall indicate that: the social media site provider could collect personal information through user’s use of the social media site; and that this personal information may be disseminated by the third party; and that such dissemination may not be governed or limited by any state, federal or local law or policy applicable to the County.
8. All social media sites shall clearly indicate they are maintained by the County and shall have the County’s contact information prominently displayed.
9. Sites and contents shall be, and remain in perpetuity. the property of Barnstable County
10. The County reserves the right to restrict or remove any content that is deemed in violation of this policy or any applicable law.
11. County social media content and comments containing any of the following forms of content shall not be allowed for posting:
 - a) Comments or content not topically related to the particular site or blog article

- being commented upon;
- b) Profane, obscene, or vulgar language or content;
- c) Comments or content that promotes, fosters or perpetuates discrimination on the basis of race, color, gender, gender identity, national origin, religion, ancestry, age, sexual orientation, disability, maternity leave, genetic information, or active military status;
- d) Comments or content that is threatening or harassing;
- e) Sexual comments, content, or links to sexual content;
- f) Conduct or encouragement of illegal activity;
- g) Information that may tend to compromise the safety or security of the public or public systems;
- h) Content that violates a legal ownership interest of any other party;
- i) Protected health information;
- j) Personnel information; or
- k) Other information that is not public record or is otherwise privileged from public disclosure.

12. All County employees with designated responsibilities related to the County's official use of social media shall be held to the terms of this policy, including their responsibilities to review content submitted for posting to ensure compliance with the policy.

13. Where appropriate, County IT security and/or computer use policies shall apply to all social media sites and articles.

14. Officials (elected or appointed) and employees representing the County via social media sites must conduct themselves at all times as a representative of the County and in accordance with all applicable rules, regulations, and policies (including personnel policies) of the County.

15. No County or department social media site can endorse or otherwise cite (either with approval or disapproval) vendors, suppliers, clients, citizens, co-workers or other stakeholders.

16. Employees found in violation of this policy may be subject to disciplinary action, up to and including termination of employment.

IV. GUIDELINES FOR EMPLOYEES DESIGNATED TO MANAGE COUNTY SOCIAL MEDIA SITES

1. *Consider Your Content.* As informal as social media sites are meant to be, if they are on a government domain or a government identity, they are official government communications. Social media sites will be sought out by mainstream media – so a great deal of thought needs to go into how you will use the social media in a way that benefits both the County and the public.

2. *Handling Negative Comments.* Always consult County Administration before handling negative comments from the public, or attempting to navigate difficult situations in public view on social media sites when acting as a County employee.

3. *Copyright Law.* Employees must abide by laws governing copyright and fair use of copyrighted material owned by others. Never reprint whole articles or publications without first receiving written permission from the publication owner. Never quote an excerpt of someone else's work without acknowledging the source, and, if possible, provide a link to the original.

4. *Use the Social Media Site or Identity Only to Contribute to your Department's Mission.* When you contribute to your department's social media site or identity, provide worthwhile information and perspective that contribute to your department's mission of serving the public. What you publish will reflect on the County. Social media sites and identities should be used in a way that contributes to the County's mission by:

- a) Helping you and your co-workers perform their jobs better;
- b) Informing citizens about government services and how to access them;
- c) Making the operations of your department transparent and accessible to the public;
- d) Creating a forum for the receipt of candid comments from residents about how government can be improved; and
- e) Encouraging civic engagement.

5. *First Amendment Protected Speech.* Although the County can moderate the social media sites that accept comments from the public (such as blogs and wikis) to restrict speech that is obscene, threatening, discriminatory, harassing, or off topic, employees cannot use the moderation function to restrict speech with which the County merely disagrees (i.e. subject matter restrictions). Users have some First Amendment rights in posting content to public social media sites hosted by municipalities. Moderators must respect those rights by posting all comments other than those excluded for specific legitimate reasons, as referenced above.

6. *Mistakes.* The County policy is that once something is posted, it should stay posted. Only spelling errors or grammar fixes should be made without making the change evident to users. If you choose to modify an earlier post, make it clear that you have done so—do not remove or delete the incorrect content; provide the correct information and apologize for the error. Ways to accomplish this include:

- a) Strike through the error and correct; or
- b) Create a new post with the correct information, and link to it from the post you need to correct or clarify.

Either method is acceptable. In order for the social media identity or site to achieve transparency, the County cannot change content that has already been published without making the changes clearly evident to users.

7. *Media Inquiries.* County or department social media identities or sites may lead to increased inquiries from the media. If you are contacted directly by a reporter, you should refer media questions to the County Administrator or his designee.

8. *Records Retention.* Social media sites will contain communications sent to or received by

County officials and employees, and are therefore Public Records. Ensure that the County or department retains a copy of the social media content in accordance with Public Records Retention Schedules. Review the third party social media service provider's terms of service for its record retention practices. Note that while third party social media providers will most likely save your content for some period of time, they generally will not save it indefinitely. To the extent their policies are inconsistent with Public Records Retention Schedules, the County or department should retain copies of social media posts such as by printing or otherwise storing periodic "snapshots" of the social media sites.

9. *Open Meeting Law.* Be aware of the Open Meeting Law and possible violations for improper deliberations outside of a posted meeting. A series of individual postings on a social media site cumulatively may convey the position of a quorum of a governmental body regarding a subject within its jurisdiction, and may constitute improper deliberation among the members of a board or committee.

V. EMPLOYEE GUIDELINES FOR USE OF SOCIAL MEDIA SITES

1. *Related Policies.* All employees are responsible for understanding and following any applicable related policies, such as those governing the general usage of information technology systems and services, in addition to this Policy.

2. *Conflict of Interest.* Employees are prohibited from using social media to engage in any activity that constitutes a conflict of interest for the County or any of its employees, as defined by G.L. c. 268A.

3. *Protect Confidential Information.* Never post legally protected personal information that you have obtained from the County (e.g., information that is not public record under the Public Records Law, G.L. c.66, §10 and G.L. c. 4, §7(26), or whose dissemination is restricted under applicable Federal or State privacy laws or regulations). Ask permission to publish or report on conversations that occur within the County. Never post information about policies or plans that have not been finalized by the County, unless you have received explicit permission from your supervisor to post draft policies or plans on the department's social media sites for public comment.

4. *Respect Your Audience and Your Coworkers.* Do not use ethnic slurs, personal insults, obscenity, or engage in any conduct that would not be acceptable in your department's workplace. Do not be afraid to be yourself, but do so respectfully. This includes not only the obvious (no ethnic slurs, personal insults, obscenity, threats of violence, etc.) but also proper consideration of privacy and of topics that may be considered objectionable or inflammatory— such as party politics and religion. Do not use your department's social media presence to communicate among fellow County employees. Do not air your differences with your fellow County employees on your department's social media's sites.

5. *Personal Comments.* Make it clear when you are speaking for yourself as a resident or stakeholder, and not on behalf of the County of. If you publish content on any website of the County and it has something to do with the work you do or subjects associated with the County, use a disclaimer such as this: "The postings on this site are my own and don't necessarily represent

the County’s positions or opinions.” Employees shall not comment about rumors, political disputes, or personnel issues, in an official capacity.

6. *Employee or Official Profile.* If you identify yourself as a County employee or official, ensure your profile and related content is consistent with how you wish to present yourself to colleagues, residents and other stakeholders.

7. *Defamation.* Be aware that employees acting in their individual capacity (not on behalf of the County) are not immune from defamation claims. Under Massachusetts law, defamation is established by showing that the defendant published a false, non-privileged statement about the plaintiff to a third party that either caused the plaintiff economic loss or was of the type that is actionable without proof of economic loss. Some statements, like imputation of a crime, are defamatory per se. Avoid statements that may be interpreted as defamatory.

Approved by Board of Regional County Commissioners on December 13, 2017:

Leo Cakounes
Chair

Mary Pat Flynn
Vice Chair

Ron Beaty
County Commissioner

AGENDA ITEM 6e

Proposed County Vehicle Use Policy

BARNSTABLE COUNTY VEHICLE USE POLICY

1. PURPOSE AND SCOPE

The purpose of this policy is to establish guidelines and standards for:

1. Vehicle Uses-County, Personal
2. Personal Vehicle Use for Work Related Travel
3. County Vehicle Assignments
4. Commuting and Imputed Tax
5. Vehicle Accident Reporting
6. Responsibilities When Driving a County or a Personal Vehicle
7. Policy Exemptions

2. APPLICABILITY

The entire policy applies to all Barnstable County employees. Employee's whose employment is regulated by individual agreement or collective bargaining agreements are subject only to those portions of this policy that are not specifically regulated by law or agreement.

If any provision of this policy violates any governing law or regulation, or if any law or regulation applicable to this policy becomes effective after the effective date of this policy, then this policy shall be deemed changed to be in compliance with such governing law or regulation.

3. DEFINITIONS

- a) **Expense Reimbursement**- payment for approved expenses relating to Personal Vehicle use upon receipt of written documentation. Expense reimbursement is not considered to be a salary item.
- b) **County Vehicle**- those automobiles, truck, vans, boats, or other self-propelled equipment owned, rented, or leased by County and licensed for travel on a public way.
- c) **Personal Vehicle**- that vehicle owned or available for private use by the employee.

4. VEHICLE USES

a. County Vehicles

It is the policy of the County that certain positions require employee access to County Vehicles, either during their work shift or on a 24-hour on-call basis. County Vehicles are not Personal Vehicles and are not for personal use.

b. Personal Vehicles

It is the policy of the County to reimburse employees for reasonable expenses which they incur as a result of Personal Vehicle use on behalf of the County. Receipts and Expense Reports must be submitted in a timely manner in order for employee to be reimbursed for such expenses.

c. Registering and Insuring a Vehicle

Whenever a new vehicle is purchased and registered, The Director of Facilities and County Assets must be notified and appropriate paperwork completed immediately to add the vehicle to the County's insurance policy.

5. ADMINISTRATIVE REQUIREMENTS

a. Reimbursement of Work-Related Travel Expenses

When an employee is authorized to use a Personal Vehicle for work-related travel, he or she shall be reimbursed for mileage at the IRS standard mileage rate, unless covered by contract or stipend, according to the IRS, the standard mileage rate for business purposes is based on an annual study of the fixed and variable costs of operating a vehicle. Employees will be notified by the Human Resources Department of any changes to the IRS rate.

In accordance with IRS regulations/rulings, the mileage rate is intended to cover, but is not limited to, the cost of fuel, repairs, insurance, all operating costs, and general wear and tear on the Personal Vehicle.

In addition to the mileage rate, the County will reimburse employees authorized to travel outside of the County, driving a Personal or County Vehicle, within the scope of employment, for tolls and reasonable parking expenses, when receipts are provided.

b. Insurance

Employees who are authorized to use Personal Vehicles for work related travel are required to show proof to their Department Head, on an annual basis, of the following minimum levels of insurance coverage:

- Bodily Injury: \$1000,000/\$300,000
- Property Damage: \$100,000

Employees will not be reimbursed for commuting between their homes and offices or other regular work locations.

In order to be reimbursed for Personal Vehicle use, employees must complete a Payment Form provided by the Purchasing Department and submitted with appropriate supporting documentation and/or receipts in a timely manner.

6. EMPLOYEE DRIVING RECORDS

Employees in the course of their employment on a regular basis may be subject to driving record check, through the Registry of Motor Vehicles. This is necessary for the County to appropriately identify potential risk of liability.

A copy of the operators Massachusetts driving record (MVR) shall be obtained by the HR Department to verify the historical driving record of the operator. This will also be obtained on a quarterly or at least annual basis.

If the operator has an out of state license, then the operator must provide, upon request, a copy of their existing state driving record to the HR Department. Any out of pocket expense in obtaining a copy of the driving record will be reimbursed by the County upon submission of a receipt, in a timely fashion.

Driving records shall be reviewed by the HR Department and the County Administrator or their designee.

Driving records determined to be a safety concern by the County Administrator, may result in the disapproval of an employee's vehicle use in the course of employment, after consultation with the appropriate Department Head.

7. ASSIGNMENT OF COUNTY VEHICLES

Employees are required to have a valid motor vehicle license for the class of vehicle to be operated issued by the Commonwealth of Massachusetts or their state of current residence and must show proof of such valid license to his/her Supervisor or Department Head prior to being assigned a County Vehicle.

The assignment of County Vehicles for 24-hour use will be made by the County Administrator their designee, and will only be considered for employees who require a vehicle to perform the essential functions of the job:

- a) Officially designated on-call status;
- b) Requirement for frequent emergency availability during non-working hours;
- c) Issuance of a pager or other communication device; and/or,
- d) Emergency or other equipment contained in the vehicle.

County Vehicle assignments may be rescinded in writing for good reason or cause by the County Administrator or their designee.

Prior to the assignment of a County vehicle, a copy of the operators Massachusetts driving record will be required as described in this policy.

Employees assigned a County Vehicle for 24-hour use involving a commute of more than 25 miles one way, shall reimburse the County for the additional fuel cost as determined by the County Treasurer. Employee who have been assigned a County Vehicle and have established commuting patterns of more than 25 miles one way prior to July 2006 shall be exempt from this provision, as long as there is no break in assignment of a County Vehicle greater than 6 months, after which the exemption will no longer apply.

8. IMPUTED INCOME TAXATION

Employees authorized to commute in a County Vehicle may be subject to imputed income

regulations as set forth by the Internal Revenue Service, which considers a certain portion of the vehicle use (namely the commute) to be income for the purposes of income taxation. The County Treasurer shall be responsible for determining any tax liability and will be provided with the names of all employees authorized to use County Vehicles for commuting purposes, and the normal, one-way commuting distance, each December 1st.

9. RULES & RESPONSIBILITIES

Employees who drive a County or Personal Vehicle are responsible for, but not limited to, the following:

1. County Vehicles may only be operated by County employees.
2. Individuals assigned a County Vehicle with commuting privileges may take "incidental personal uses" such as stopping at a grocery store or going to the bank, on his/her way home, but only if the stop does not add mileage to the trip.
3. Operators should exercise sound judgment at all times when using assigned County Vehicles and should avoid the appearance of misuse.
4. The Massachusetts Ethics Code discusses unwarranted privileges. Using public equipment or resources for personal use constitutes use of an official position to obtain an unwarranted privilege not similarly available to others. Misuse of an assigned County Vehicle is an ethics violation.
5. County Vehicles will not be used to transport any individual who is not directly or indirectly related to County business. Passengers shall be limited to County employees and individuals who are directly associated with County work activity (committee members, consultants, contractors, etc.). Family members shall not ordinarily be transported in County Vehicles.
6. The use of Personal Vehicles for transporting individual's unrelated to County business shall not occur on County work time.
7. County Vehicles shall contain only those items for which the vehicle is assigned.
8. The County shall not be liable for the loss or damage of any personal property transported in the County Vehicle or for any personal property while using their Personal Vehicle for work related travel.
9. Employees are expected to keep County Vehicles clean, and to report any malfunction, damage, needed repairs or other vehicle problems to their supervisors immediately.
10. Employees assigned County Vehicles for commuting purposes are expected to park such vehicles in safe locations and to lock the car when not in use. Operators should never leave vehicles unattended with the ignition keys in the lock or anywhere in the vehicle.
11. Unless expressly exempted by law, employees are to ensure that they and all passenger(s) in a County Vehicle wear seat belts at all times, if the County Vehicles is so equipped.
12. All operators of vehicles that require a CDL license, must be tested for drugs and alcohol as provided by US DOT regulations and the County drug/alcohol policy.
13. Employees may not operate County Vehicles or Personal Vehicles being used for work related travel, under the influence of alcohol, illegal drugs, or any controlled substances.

14. Employees are prohibited from possessing open alcoholic containers, illegal drugs, or controlled substances in a County Vehicle or in a Personal Vehicle being used for work related travel.
15. The transporting of unopened alcoholic containers is limited to "incidental personal use" as described in this policy.
16. Employees operating a County Vehicle or a Personal Vehicle while on work related travel, must maintain a valid motor vehicle license issued by the Commonwealth of Massachusetts or the state of their current residence, which must be provided upon request by a Supervisor during a specific or periodic license check.
17. Employees operating a County Vehicle or a Personal Vehicle while on work related travel, shall drive defensively and obey all applicable traffic and parking regulations, ordinances, and laws.
18. Employees who incur parking or other fines/citations while operating or using an assigned County Vehicle or using a Personal Vehicle on work related travel, will be personally responsible for payment of such fines/citations, unless payment of such fine/citation is approved by the County Administrator.
19. Employees who are issued citations for any offense while operating or using a County Vehicle must notify their Supervisor immediately when practicable, but in no case later than 24 hours after the issuance of an issued citation.
20. An employee who is assigned a County Vehicle and who is arrested for or charged with a motor vehicle offense for which punishment includes suspension or revocation of the motor vehicle license, whether in his or her Personal Vehicle or in a County Vehicle, must notify his or her Supervisor immediately when practicable, but in no case later than 24 hours after such arrest or charge has occurred. License suspension or conviction of an offense may be grounds for loss of County Vehicle privileges.
21. No employee may use a County Vehicle for out of state use without advance approval of the County Administrator or their designee.
22. When utilizing a County Vehicle, employees are required to obtain fuel from designated County fueling facilities, unless fueling is required in the course of out of County travel.
23. Smoking is not permitted in a County Vehicle in accordance with M.G.L. c270 s22. Those utilizing a Personal Vehicle for work related travel should be considerate of others in the vehicle that does not smoke.

10. CELLULAR PHONES AND HANDHELD ELECTRONIC DEVICES

The use of cellular phone and handheld electronic devices is prohibited. This prohibition includes the receiving (accepting) or placing calls; retrieving, sending, or responding to text and image messaging, Internet browsing; reading, drafting, or sending emails; checking voice messages, and operating any application installed on cellular phones or handheld devices. In the event of exigent circumstances, employees are expected to keep the call short, use hands-free options if available, refrain from discussion of complicated or emotional matters, and remain

focused on the road and driving conditions. Special care should be taken in situations where there is traffic, inclement weather, or the employee is driving in an unfamiliar area.

11. VEHICLE ACCIDENTS

In the event that an employee's Personal Vehicle is damaged during an approved, work-related trip, and the damage is not due to negligence of the employee, the County will reimburse the employee to cover the part of the cost of repair, up to a maximum of \$500 or the amount of the deductible, whichever is less, per occurrence. A copy of a police report and evidence of the employee's vehicle insurance deductible (comprehensive or collision) payment shall accompany any request for reimbursement.

When an employee using a County Vehicle or Personal Vehicle on work related travel is involved in a motor vehicle accident, the operator must:

1. Stop the vehicle.
2. Obtain the following information
 - a. Name(s) and address(es) of the other driver(s);
 - b. Driver's license number(s) of the other driver(s);
 - c. Name(s) and address(es) of the owner(s);
 - d. Registration number(s) of the other vehicle(s) involved;
 - e. Name(s) and address(es) of other driver(s) insurance company(ies); and,
 - f. Name(s) and address(es) of any witness(es) to the accident.
3. Do not admit liability for the accident, even if the employee believes it was their fault.
4. Immediately report details to the employee's immediate supervisor.
5. When any person has been injured and/or when vehicles have suffered significant damage; the local or state police must be called to the scene.
6. Do not move the vehicle in these circumstances until authorized by the policy.
7. Unless an injury prevents the operator from doing so, he/she must fill out a Vehicle Accident Report (VAR) within 48 hours of the accident. A blank copy of the form may be obtained from the HR Department. The completed VAR shall be filed with their direct Supervisor.
8. The Supervisor shall ensure all information is in the report and file a copy with the County's Human Resources Department.

12. SPECIAL CIRCUMSTANCES

This policy is intended to provide a basic framework governing the use of Personal and County Vehicles in the County and such cannot contain procedures governing every situation that might arise. Employees seeking clarification of this policy should contact the HR Director. Exemptions from certain provisions of this policy may be authorized by the County Administrator, under mitigating circumstances, after review by the Department Head. Such exemptions must be documented and signed off by the employee (see Attachment A), approved by the County Administrator or their designee, and noted by the Human Resources Director, so as to be placed in

the employee's personnel file.

13. EXEMPTIONS

Exemptions to the Vehicle Use Policy are strictly limited. Exemptions that will increase the liability to the County are not allowed. Issues related to insurance coverage, transportation of individuals unrelated to County business, operating a vehicle without a valid motor vehicle license, are examples of what may not be exempted.

14. DISCIPLINE

Failure to comply with any and all applicable provisions of this policy may result in disciplinary action up to and including suspension or removal of County vehicle privileges, suspension and/or termination of employment.

Approved by Board of Regional County Commissioners on December 13, 2017:

Leo Cakounes
Chair

Mary Pat Flynn
Vice Chair

Ron Beaty
County Commissioner

ATTACHMENT B – ACKNOWLEDGMENT

I, _____ (print name), as an employee of the County of Barnstable, hereby acknowledge that I have received, read, understand, and agree to abide by the Barnstable County *Vehicle Use Policy*.

If assigned a County Vehicle and/or receive a Vehicle Reimbursement and/or use a Personal Vehicle for work related travel, I shall comply with the respective provisions of the policy or those portions of the policy not specifically regulated by law or collective bargaining agreement or individual agreement/contract.

In addition, I authorize the HR Director to obtain or shall provide to the HR Director (out of state residents), on an annual basis for County Vehicle usage or on a case by case basis for Personal Vehicle usage, and at no cost to me, a copy of my driving record, which shall only be used in determining my safety record, enabling me to be assigned and/or operate a County Vehicle or to use my Personal Vehicle for work related travel, should the need be required. In consultation with the appropriate Department Head, the County Administrator shall make such a determination.

Once signed, this form will be placed in the employee's personnel file by the HR Director for records purposes

Employee Signature: _____

Date: _____

ATTACHMENT C – EXEMPTIONS LIMITATIONS

The following is a guide for the County Administrator or their designee in determining what sections of the Barnstable County *Vehicle Use Policy* may be exempted.

Keep in mind that **Attachment A** of the *Vehicle Use Policy* must be filled out and appropriately signed, approved, and placed in the employee's personnel file for an exemption to be fully authorized.

Only the following sections of the *Vehicle Use Policy* may be exempted, if the employee provides an adequate mitigating circumstance(s) that is/are approved by the County Administrator:

1. If the County Administrator believes that there are extenuating circumstances that require an individual to be assigned a County Vehicle for 24-hour usage, but does not meet the eligibility requirements in this section.
2. If a compelling business reason is provided and approved by the County Administrator that rationalizes why someone should be allowed to commute greater than 25 miles one-way, then it will not be the financial responsibility on the employee to reimburse the County. However, an exemption to this section does not alleviate the employee from section 5.B.6 (Imputed Income Taxation), which is governed by law and handled by the County Treasurer's office.
3. County Vehicles shall only contain items for which the vehicle is assigned. If this section is exempted, companion section 5.C.4.b shall not be exempted. The County shall not be liable for the loss or damage of allowable transported non-work related items.
4. Deals with obtaining fuel from designated County fueling facilities.

Only the above 4 sections of the *Vehicle Use Policy* may be exempted. All other sections of the policy may not be exempted, whether agreed upon by the County Administrator. Exemptions for individuals with contract agreements with the County are subject to contract amendments initiated by the Personnel Board to ensure consistency with application and intent, and subsequently approved by the appropriate appointing authority.

By allowing exemptions from the *Vehicle Use Policy*, the County Administrator have determined that any of the above exemptions listed on approved **Attachment A** are needed for the employee to perform his/her job responsibilities more effectively or that the indicated exemptions will not inhibit the employee from further meeting his/her job responsibilities.

ATTACHMENT D – GUIDELINES FOR ACCEPTABLE DRIVERS

An acceptable rating to drive a County vehicle or for employees to use personal vehicles for County business shall be 1 or 2.

Rating (based on last 3 years of driving experience)

(1) Superior- no traffic citation or motor vehicle accidents

(2) Good- no more than 1 moving traffic citation, or 1 motor vehicle accident (not at fault)

(3) Marginal- no more than 2 moving traffic citations, or 2 motor vehicle accidents (not at fault), or 1 at fault motor vehicle accident

(4) Probationary status- anything in excess of marginal rating. A six month watch is indicated and MVR's checked at six months intervals.

(5) Unacceptable- any driver whose MVR shows any one of the following records is not acceptable:

- Three or more accidents (at fault) in the last three years.
- One or more Type A violations in the last three years.
- Any combination of accidents and Type B violations equaling four or more in the last 2 years.
- An operator's license that has been suspended or revoked within the past three years.

Type A Violations

1. Driving while intoxicated
2. Driving under the influence of drugs
3. Negligent homicide arising out of the use of a motor vehicle
4. Operating a motor vehicle during a period of suspension or revocation of an operator's license.
5. Using a motor vehicle for the commission of a felony.
6. Aggravated assault with a motor vehicle.
7. Operating a motor vehicle without the owner's authorization.
8. Permitting an unlicensed person to drive.
9. Reckless driving.
10. Speeding contest.
10. Hit and run (bodily injury and physical damage) driving.

Type B Violations

All moving violations not listed as Type A violations

AGENDA ITEM 8a

Authorizing the approval of Fiscal Year 2017 year-end close transfers as presented by the Director of Finance/Treasurer and County Accountant (NO DOCUMENTS)

AGENDA ITEM 8b

Authorizing the appointment of Justyna Marczak, County Human Resources Director, to the Board of the Cape Cod Municipal Health Group (NO DOCUMENTS)



BARNSTABLE COUNTY

OFFICE OF COUNTY ADMINISTRATOR
SUPERIOR COURTHOUSE
3195 MAIN STREET
P.O. BOX 427
BARNSTABLE, MASSACHUSETTS 02630

Jack T. Yunits, Jr.
County Administrator
Cell: (508) 510-1127
Office: (508) 375-6771
Fax: (508) 362-4136
Jack.yunits@barnstablecounty.org

MEMORANDUM

DATE: December 12, 2017
TO: County Commissioners
FROM: Jack Yunits, County Administrator
SUBJECT: Cape Cod Municipal Health Group Appointment

Please appoint Justyna Marczak, Human Resources Director, as the County's representative to the Cape Cod Municipal Health Group, replacing Mary McIsaac, Director of Finance/Treasurer, for a term to expire when a successor is named.

Approved:

Leo G. Cakounes, Chair

Mary Pat Flynn, Vice-Chair

Ronald R. Beaty, Commissioner

Date



Barnstable County

Regional Government of Cape Cod

Finance Department

Memorandum

To: Jack T. Yunits, Jr.

From: Mary T. McIsaac

Re: Request to appoint Ms. Justyna Marczak to the CCMHG Board

Please request the approval of the Board of County Commissioners to name Ms. Justyna Marczak, County Human Resources Director to the Board of the Cape Cod Municipal Health Group. The Board of the Cape Cod Municipal Health Group is comprised, as you know, of representatives from each of the units participating in the group. The representative's positions in their respective units vary from Town Managers and Administrators to Treasurers and HR Directors and personnel. Most have designated alternates.

Some time ago the Board appointed me as the Board representative replacing Ms. Maggie Downey who had remained as the representative after she had become Administrator for the Compact. The Board of County Commissioners has recently named Justyna as the new Human Resources Director. It makes more sense for Justyna, in her expanded role, to be close to the dialogue and have the participating vote in the decisions of the Board of the Cape Cod Municipal Health Group. She will be able to bring valuable insight to the other CCMHG Board members of the County's concerns and thereafter, regularly update the County Administrator and other County officials as necessary.

Justyna will serve the County and the CCMHG Board well in this role. Please let me know if you have any questions.

AGENDA ITEM 8c

Authorizing the execution of a contract with ProCourier for courier services for the County Health Lab, for a period from the execution of a contract through June 30, 2018, with a renewal option for two (2) additional one-year periods

AGREEMENT BETWEEN

Barnstable County
3195 Main Street
Barnstable, MA 02630

and

ProCourier, Inc
51 Melcher Street
Boston, MA 02210

THIS AGREEMENT is made this _____ day of _____ 2017 by and between Pro-Courier, Inc. (hereinafter referred to as Contractor), and Mary Pat Flynn, Ron Beaty and Leo Cakounes 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 qualified courier service to collect laboratory samples from clients across the region and deliver them to the laboratory.

WHEREAS: The Invitation for Bids was bid in compliance with MA General Law Chapter 30B

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 Vendor hereby agrees to perform the services hereinafter set forth in the Scope of Services. 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 or Town, 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 set forth in the Barnstable County Invitation for Bids dated October 2, 2017 and the Contractor's proposal dated October 26, 2017.
3. Time of Performance. Work in connection with this Agreement shall begin upon execution of contract and continue until June 30, 2018.
4. Payment. The County shall compensate the Contractor for services provided under Section 2,
Route 1: \$149.75 per trip
Route 2: \$74.50 per trip
Additional trips: \$2.25 per mile

Upon acceptance of the Contractor's invoice, payment will be made within thirty (30) days. If an invoice is not accepted by the County within fifteen (15) days, it shall be returned to the Contractor with a written explanation for the rejection. At the end of each County fiscal year Contractor must submit any outstanding invoices for services performed or delivered during the fiscal year (July 1-June 30) to the County no later than July 31st of the year when the resources were prepared.

5. Termination or Suspension of Contract for Cause. If through any sufficient cause, the Customer or the County 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. The County 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 County may, from time to time, require changes in the Scope of Services to be performed hereunder. Such changes, including any increase or decrease in the amount of the Customer costs, which are mutually agreed upon by the Town and the Customer, shall be incorporated in written amendments to this Contract.

8. Non-Discrimination in Employment and Affirmative Action. The Customer 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 Customer 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 to the County 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 Towns. No subcontract or delegation shall relieve or discharge the Customer 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 County shall have the right to obtain a copy of the subcontract upon request.

10. Interest of Members of County and Others. No officer, member or employee of the County, 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 Towns or County thereto; provided, however that claims for money due or to become due the Contractor from the Towns 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.

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 County 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 Towns requests 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 and 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 Towns are 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 or 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 or 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 or Towns 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 release Barnstable County from any liability arising out of the Scope of Services described in the bid documents.

23. Vendors shall submit invoices within 60 days of completing the work.

IN WITNESS WHEREOF, the County and Contractor have executed this Agreement this _____ day of _____ in the year two thousand and Seventeen.

FOR THE COUNTY:

BARNSTABLE COUNTY COMMISSIONERS:

Leo Cakounes

Mary Pat Flynn

Ron Beaty

Date

FOR THE CONTRACTOR: *Michael C...*

Date 12/5/17

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

November 17, 2017

MEMORANDUM

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

Barnstable County issued an Invitation for Bids on behalf of the Health Department for a qualified courier to collect laboratory samples from clients across the region and deliver them to the Health Lab.

Please award the bid to ProCourier as the responsive, responsible bidder offering the lowest pricing as follows:

Route 1 - Barnstable to Brewster and return with stops in between) = \$149.75 per trip

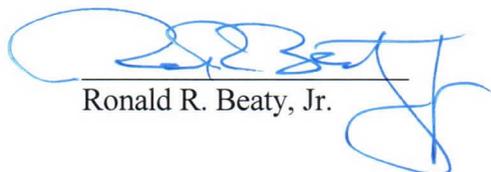
Route 2 – Barnstable to Falmouth and return = \$74.50 per trip

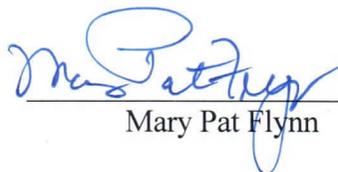
Additional trips = \$2.25 per mile

The term of the contract is from execution of the contract until June 30, 2018 with the option to renew for two additional one year terms.

Thank you.

County Commissioners:


Ronald R. Beaty, Jr.


Mary Pat Flynn


Leo Cakounes

11/22/17
Date

AGENDA ITEM 8d

Authorizing the execution of a cooperative agreement with the Town of Mashpee for an amount not to exceed \$117,000.00 to do and perform all dredge related work for Popponeset Bay Approach Channel

COOPERATIVE AGREEMENT
BETWEEN
BARNSTABLE COUNTY
AND THE TOWN OF MASHPEE

THIS AGREEMENT, made and entered into this _____ day of _____, 2017 by and between the County of Barnstable, hereinafter called the "County," and the Town of Mashpee, hereinafter called the "Town".

WHEREAS, the Town wishes to have the County undertake the dredging projects covered by this agreement more specifically described by way of the attached plan pursuant to the terms and conditions directed herein.

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 Popponesset Bay Approach Channel in accordance with the specifications, drawings and plans (Attachment I) up to a maximum contract amount of \$117,000.00. This is based on removing approximately 9,000 cubic yards of material at \$13.00 per cubic yard ~~and the charge for mobilization/demobilization costs as set forth in Article III herein.~~ 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 \$13.00 per cubic yard for standard dredge material using a booster pump. This price includes before and after dredge surveys to be performed by the County. The County warrants that the final surveys are performed for the limited purpose of substantiating dredge volumes and under no conditions should said surveys be utilized to delineate navigable channels. The County shall provide the Town access to detailed survey work through Center for Coastal Studies Provincetown at the Town's request and at the Town's expense.

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 the extent permitted by law, to indemnify and hold harmless any party sustaining damage or loss resulting from the negligence of the County and its employees with respect to the County's performance of 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.
7. ~~Immediately notify the Town and cease operations whenever the dredging operations exceed by more than 10 % the specifications, drawings and plans agreed to as the volume scope of the agreement or whenever situations or conditions are encountered outside the scope of the specifications, drawings, and plans that were not reasonably foreseeable. The parties agree that variations on the scope of 10 % more than or less than the proposed scope of work is reasonable due to climatic and coastal changes and that price adjustments shall be made accordingly. The parties further agree that changes in excess of 10 % shall require the parties to adjust this contract in writing pursuant to Article V.~~
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 Town with respect to the Town's performance of 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.

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, ~~and the mobilization and demobilization costs.~~ The cost per cubic yard is \$13.00 for standard dredge material. ~~Commencing July 1, 2018, the Town shall be billed, and the County shall be paid for the following services:~~

~~Mobilization costs for project;~~ M

~~Booster pumping adjustment to be determined by the length of the pipe;~~ M

~~100% movement/placement of dredge materials;~~ M

~~Demobilization costs for the project.~~ M

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.~~ M

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.~~

DREDGE CONTRACT SUPPLEMENT

***Attachment I is the Town of Mashpee Comprehensive Permit NAE-2013-1241 previously provided to Mr. Wayne Jaedtke. He has been directed to carry this with him on all Mashpee Dredge Projects as required by the conditions of the Permit.**

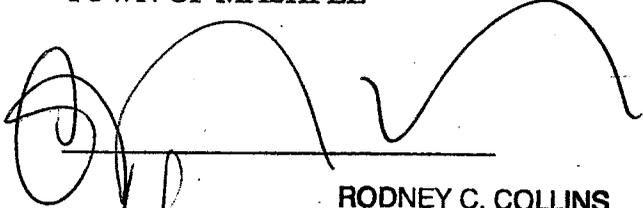
A handwritten signature or set of initials, possibly 'WJ', is located to the right of the main text block.

IN WITNESS WHEREOF, the TOWN and the COUNTY execute this Agreement this
_____ day of _____, 2017.

BARNSTABLE COUNTY
COMMISSIONERS:

TOWN OF MASHPEE

Leo G. Cakounes



RODNEY C. COLLINS
Town Manager

12/8/2017
Date

Ronald Beaty

Mary Pat Flynn

Date

AGENDA ITEM 8e

Authorizing the creation of a new fund for a grant award from the Massachusetts Department of Agriculture Resources (AGR), through Southeastern Massachusetts Agricultural Partnership (SEMAP), in the amount of \$15,000, for the period of October 2, 2017 through June 30, 2018, for the Cape Cod Cooperative Extension to: 1) print the 2018 Local Food Guide; 2) host a conference addressing local challenges and possible improvements to farmers markets; 3) attend two (2) Buy Local informational meetings and; 4) coordinate a Local Buy tour in collaboration with AGR



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



(508) 375-6869 phone

resourcedevelopment@barnstablecounty.org

(508) 375-6887 fax

MEMORANDUM

DATE: December 6, 2017
TO: County Commissioners
FROM: Sonja Sheasley, Resource Development Officer
SUBJECT: (SEMAP) FY 18

The Department of Agriculture Resources (AGR) has awarded the Cooperative Extension \$15,000.00 through Southeastern Massachusetts Agricultural Partnership (SEMAP) for the following: Printing the 2018 Local Food Guide; Hosting a conference addressing local challenges and possible improvements to farmers markets; attendance at (2) Buy Local informational meetings; Coordination of a Local Buy tour in collaboration with AGR.

Please sign below to authorize a new fund. Thank you.

Respectfully Submitted,

Sonja Sheasley

Approved:

Leo G. Cakounes, Chair

Mary Pat Flynn, Vice-Chair

Ronald R. Beaty, Commissioner

Date



SOUTHEASTERN MASSACHUSETTS
AGRICULTURAL PARTNERSHIP
P.O. Box 80625
South Dartmouth, MA 02748
www.semamonline.org

2018 Buy Local Grant Program Subcontract Agreement Buy Fresh Buy Local Cape Cod Cape Cod Cooperative Extension

Project Title:

Increasing our Reach – Marketing and Promotion of Sustainable Farms and Seafood to Southeastern Massachusetts Communities: A Collaboration of Buy Local Groups Serving Southeastern Massachusetts, Cape Cod and the Islands.

Project Dates: October 2 2017 to June 30, 2018

Project Amount Awarded to Subcontractor: \$15,000

Project Scope:

Printing of 2018 Local Food Guide	\$10,000
Market Managers Workshop	\$1,000
Branded market bags	\$4,000

Barnstable County's Cape Cod Cooperative Extension/ Buy Fresh Buy Local Cape Cod

1. Enhance marketing for agricultural businesses and products including locally harvested seafood for Buy Fresh Buy Local Cape Cod (BFBLCC).
 - a. Print and distribute 15,000 copies of the BFBLCC Food Guide to all BFBLCC members and various sites. Expand to reach new target markets by distributing the guide in new areas.
 - i. Add farms and markets that participate in the HIP and other assistance programs.
 - b. Assist retailers of local product in enhancing farm stands and storefront counters with branded point-of-sale items
2. Host a conference addressing local challenges and possible improvements to farmers' markets
 - a. Promote effective best practices for supporting and assisting market vendors participating in HIP and other nutrition incentive programs
3. Attend two (2) Buy Local informational meetings coordinated by the Department, (1) to be scheduled in late fall and the other to be scheduled in early spring.
4. Coordinate a regional Buy Local tour in collaboration with the Department at no cost to the agency. The tour could include buyers and/or press highlighting trends in Massachusetts agriculture. The Department shall be invited to participate in and attend all tours.

The Scope of Work and Grant Requirements are further detailed in Attachment A of the contract (attached)

Reimbursement and invoicing requirements (as determined by our MDAR contract):

The Contractor shall be reimbursed for funds expended on this project. In order to receive reimbursement, the Contractor shall submit a written request (“Invoice”) to the Department’s Contract Manager.

Each Invoice shall include, at a minimum, the following:

1. legal Name of the entity requesting reimbursement;
2. title of the Grant Project;
3. period for which the expenses were incurred;
4. a unique invoice number;
5. total request in reimbursement;
6. detail as to how funds have been expended;
7. a brief explanation as to what goals or tasks the funds have been expended on;
8. supporting documentation as set forth herein below; and
9. any other information relating to the project as requested by the Department’s Contract Manager.

Supporting Documentation:

All expenses shall be incurred in compliance with all applicable state and federal requirements. In order to receive reimbursement, an invoice shall contain the following information per each kind of reimbursement:

Personnel: Timesheets detailing the hours spent on the project and the dates spent on the project. This shall also include a narrative as to what program activities were completed. All personnel time charged to this grant shall be for activities directly related to the program.

Fringe: Shall include the approved rate and show the amount of fringe charged to grant.

Supplies: This shall include: invoices for supplies; a receipt showing that the supplies were paid for; a description as to how vendors were selected; a brief narrative describing the supplies purchased and how they pertain to the project.

Contracts: The first request for Contractual costs shall include a copy of the contractual agreement and how the contractor was selected. Note: all contracted services shall be made in compliance with all applicable state and federal procurement requirements including those governing the specialty crop block grant program. Any payment to a subcontractor shall include a narrative as to what work was completed and what deliverables were received. If it is a rate contract, it shall include timesheets detailing the hours worked and days worked and a narrative as to what work was completed. All work shall be directly related to the grant project and all subcontracting shall be done in accordance with the Contract.

Other: Any expense does that not fall within the above but which is approved in writing as an allowable expense by the Department shall include documentation that shows:

- a) The grantee was charged for and received the services; and
- b) The grantee paid for those services (this should be a cancelled check).

Travel: Expenses for Travel shall include:

- a) For vehicle travel: a mileage log documenting the travel ; and
- b) Receipts for travel related expenses (hotels, plane travel)

All travel shall comply with necessary state and federal regulations including those that pertain to the Buy Local Grant Program.

All expenses incurred shall show that they were paid by the Contractor. This shall be substantiated by cancelled checks and any other documentation requested by the Department that is necessary to confirm payment of the expenses by the Contractor.

Retainage:

The Department shall retain 5 percent of the overall budget amount to ensure completion of the work under this project. The total amount retained shall be released to the Contractor once the Department has approved the Contractor's Final Report (see "Annual Performance Reporting Schedule").

Table 1: Invoice Schedule Summary

Quarter	Time Period	Submission Date
Quarter One	October 4 – December 31, 2017	January 15, 2018
Quarter Two	January 1 - March 31, 2018	April 15
Quarter Three	April 1 – June 30, 2018	July 15

Final Invoices must be submitted by August 5 to meet the August 15th MDAR final deadline.

Date:

Date: December 1, 2017

Signature:

Signature:

County Administrator, Barnstable County

Karen Schwalbe

Karen Schwalbe
Southeastern Massachusetts Agricultural
Partnership

Enc: SEMAP Scope + Budget
SEMAP Standard Contract Form 2018

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: Southeastern Massachusetts Agricultural Partnership (SEMAP) Legal Address: (W-9, W-4,T&C): P.O. Box 80625 South Dartmouth, MA 02748 Contract Manager: Karen Schwalbe E-Mail: kschwalbe@semaponline.org Phone: 508-524-2601 E-Mail Contractor Vendor Code: Vendor Code Address ID (e.g. "AD001"): AD ____ (Note: The Address ID must be set up for EFT payments.)	COMMONWEALTH DEPARTMENT NAME: MMARS Department Code: Agricultural Resources Business Mailing Address: 251 Causeway Street, Suite 500 Boston, MA. 02114 Billing Address (if different): Contract Manager: Keri Cornman E-Mail: keri.cornman@state.ma.us Phone: 617-626-1777 Fax: 617-626-1850 MMARS Doc ID(s): RFR/Procurement or Other ID Number: AGR-Buy-Local-FY18
<p style="text-align: center;"><input checked="" type="checkbox"/> NEW CONTRACT</p> PROCUREMENT OR EXCEPTION TYPE: (Check one option only) <input type="checkbox"/> Statewide Contract (OSD or an OSD-designated Department) <input type="checkbox"/> Collective Purchase (Attach OSD approval, scope, budget) <input checked="" type="checkbox"/> Department Procurement (includes State or Federal grants 815 CMR 2.00) (Attach RFR and Response or other procurement supporting documentation) <input type="checkbox"/> Emergency Contract (Attach justification for emergency, scope, budget) <input type="checkbox"/> Contract Employee (Attach Employment Status Form, scope, budget) <input type="checkbox"/> Legislative/Legal or Other: (Attach authorizing language/justification, scope and budget)	<p style="text-align: center;"><input type="checkbox"/> CONTRACT AMENDMENT</p> Enter Current Contract End Date <i>Prior</i> to Amendment: ____, 20 ____ Enter Amendment Amount: \$ _____. (or "no change") AMENDMENT TYPE: (Check one option only. Attach details of Amendment changes.) <input type="checkbox"/> Amendment to Scope or Budget (Attach updated scope and budget) <input type="checkbox"/> Interim Contract (Attach justification for Interim Contract and updated scope/budget) <input type="checkbox"/> Contract Employee (Attach any updates to scope or budget) <input type="checkbox"/> Legislative/Legal or Other: (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"/> Rate Contract (No Maximum Obligation. Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.) <input checked="" type="checkbox"/> Maximum Obligation Contract Enter Total Maximum Obligation for total duration of this Contract (or <i>new</i> Total if Contract is being amended): \$ 68,000	
PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within 10 days ___% PPD; Payment issued within 15 days ___% PPD; Payment issued within 20 days ___% PPD; Payment issued within 30 days ___% PPD. If PPD percentages are left blank, identify reason: <input checked="" type="checkbox"/> agree to standard 45 day cycle ___ statutory/legal or Ready Payments (G.L. c. 29, § 23A); ___ only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)	
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.) Buy Local Program – Increasing our reach - Marketing and promotion of sustainable farms and seafood to Southeastern Massachusetts communities: a collaboration of Buy Local groups serving Southeastern Massachusetts, Cape Cod, and the Islands. FY18.	
ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: <input 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 ____, 20 ____, a date LATER than the <u>Effective Date</u> below and no obligations have been incurred prior to the <u>Effective Date</u> . <input checked="" type="checkbox"/> 3. were incurred as of October 2, 2017 , 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 June 30, 2018 , 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 Commonwealth Terms and Conditions, 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: <u>Karen Schwalbe</u> Date: <u>11/6/17</u> (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>Karen Schwalbe</u> Print Title: <u>Executive Director</u>	AUTHORIZING SIGNATURE FOR THE COMMONWEALTH: x: <u>Mary Jordan</u> Date: <u>11/9/17</u> (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>Mary Jordan</u> Print Title: <u>Director, Division of Marketing</u>

**INSTRUCTIONS AND CONTRACTOR CERTIFICATIONS**

The following instructions and terms are incorporated by reference and apply to this Standard Contract Form. Text that appears underlined indicates a "hyperlink" to an Internet or bookmarked site and are unofficial versions of these documents and Departments and Contractors should consult with their legal counsel to ensure compliance with all legal requirements. Using the Web Toolbar will make navigation between the form and the hyperlinks easier. Please note that not all applicable laws have been cited.

CONTRACTOR LEGAL NAME (AND D/B/A): Enter the Full Legal Name of the Contractor's business as it appears on the Contractor's W-9 or W-4 Form (Contract Employees only) and the applicable Commonwealth Terms and Conditions. If Contractor also has a "doing business as" (d/b/a) name, BOTH the legal name and the "d/b/a" name must appear in this section.

Contractor Legal Address: Enter the Legal Address of the Contractor as it appears on the Contractor's W-9 or W-4 Form (Contract Employees only) and the applicable Commonwealth Terms and Conditions, which must match the legal address on the 10991 table in MMARS (or the Legal Address in HR/CMS for Contract Employee).

Contractor Contract Manager: Enter the authorized Contract Manager who will be responsible for managing the Contract. The Contract Manager should be an Authorized Signatory or, at a minimum, a person designated by the Contractor to represent the Contractor, receive legal notices and negotiate ongoing Contract issues. The Contract Manager is considered "Key Personnel" and may not be changed without the prior written approval of the Department. If the Contract is posted on COMMBUYS, the name of the Contract Manager must be included in the Contract on COMMBUYS.

Contractor E-Mail Address/Phone/Fax: Enter the electronic mail (e-mail) address, phone and fax number of the Contractor Contract Manager. This information must be kept current by the Contractor to ensure that the Department can contact the Contractor and provide any required legal notices. Notice received by the Contract Manager (with confirmation of actual receipt) through the listed address, fax number(s) or electronic mail address will meet any written legal notice requirements.

Contractor Vendor Code: The Department must enter the MMARS Vendor Code assigned by the Commonwealth. If a Vendor Code has not yet been assigned, leave this space blank and the Department will complete this section when a Vendor Code has been assigned. The Department is responsible under the Vendor File and W-9s Policy for verifying with authorized signatories of the Contractor, as part of contract execution, that the legal name, address and Federal Tax Identification Number (TIN) in the Contract documents match the state accounting system.

Vendor Code Address ID: (e.g., "AD001") The Department must enter the MMARS Vendor Code Address Id identifying the payment remittance address for Contract payments, which MUST be set up for EFT payments PRIOR to the first payment under the Contract in accordance with the Bill Paying and Vendor File and W-9 policies.

COMMONWEALTH DEPARTMENT NAME: Enter the full Department name with the authority to obligate funds encumbered for the Contract.

Commonwealth MMARS Alpha Department Code: Enter the three (3) letter MMARS Code assigned to this Commonwealth Department in the state accounting system.

Department Business Mailing Address: Enter the address where all formal correspondence to the Department must be sent. Unless otherwise specified in the Contract, legal notice sent or received by the Department's Contract Manager (with confirmation of actual receipt) through the listed address, fax number(s) or electronic mail address for the Contract Manager will meet any requirements for legal notice.

Department Billing Address: Enter the Billing Address or email address if invoices must be sent to a different location. Billing or confirmation of delivery of performance issues should be resolved through the listed Contract Managers.

Department Contract Manager: Identify the authorized Contract Manager who will be responsible for managing the Contract, who should be an authorized signatory or an employee designated by the Department to represent the Department to receive legal notices and negotiate ongoing Contract issues.

Department E-Mail Address/Phone/Fax: Enter the electronic mail (e-mail) address, phone and fax number of the Department Contract Manager. Unless otherwise specified in the Contract, legal notice sent or received by the Contract Manager (with confirmation of actual receipt) through the listed address, fax number(s) or electronic mail address will meet any requirements for written notice under the Contract.

MMARS Document ID(s): Enter the MMARS 20 character encumbrance transaction number associated with this Contract which must remain the same for the life of the Contract. If multiple numbers exist for this Contract, identify all Doc Ids.

RFR/Procurement or Other ID Number or Name: Enter the Request for Response (RFR) or other Procurement Reference number, Contract ID Number or other reference/tracking number for this Contract or Amendment and will be entered into the Board Award Field in the MMARS encumbrance transaction for this Contract.

NEW CONTRACTS (left side of Form):

Complete this section **ONLY** if this Contract is brand new. (Complete the **CONTRACT AMENDMENT** section for any material changes to an existing or an expired Contract, and for exercising options to renew or annual contracts under a multi-year procurement or grant program.)

PROCUREMENT OR EXCEPTION TYPE: Check the appropriate type of procurement or exception for this Contract. Only one option can be selected. See State Finance Law and General Requirements, Acquisition Policy and Fixed Assets, the Commodities and Services Policy and the Procurement Information Center (Department Contract Guidance) for details.

Statewide Contract (OSD or an OSD-designated Department). Check this option for a Statewide Contract under OSD, or by an OSD-designated Department.

Collective Purchase approved by OSD. Check this option for Contracts approved by OSD for collective purchases through federal, state, local government or other entities.

Department Contract Procurement. Check this option for a Department procurement including state grants and federal sub-grants under 815 CMR 2.00 and State Grants and Federal Subgrants Policy, Departmental Master Agreements (MA). If multi-Department user Contract, identify multi-Department use is allowable in Brief Description.

Emergency Contract. Check this option when the Department has determined that an unforeseen crisis or incident has arisen which requires or mandates immediate purchases to avoid substantial harm to the functioning of government or the provision of necessary or mandated services or whenever the health, welfare or safety of clients or other persons or serious damage to property is threatened.

Contract Employee. Check this option when the Department requires the performance of an Individual Contractor, and when the planned Contract performance with an Individual has been classified using the Employment Status Form (prior to the Contractor's selection) as work of a Contract Employee and not that of an Independent Contractor.

Legislative/Legal or Other. Check this option when legislation, an existing legal obligation, prohibition or other circumstance exempts or prohibits a Contract from being competitively procured, or identify any other procurement exception not already listed. Legislative "earmarks" exempt the Contract solely from procurement requirements, and all other Contract and state finance laws and policies apply. Supporting documentation must be attached to explain and justify the exemption.

CONTRACT AMENDMENT (Right Side of Form)

Complete this section for any Contract being renewed, amended or to continue a lapsed Contract. All Contracts with available options to renew must be amended referencing the original procurement and Contract doc ids, since all continuing contracts must be maintained in the same Contract file (even if the underlying appropriation changes each fiscal year.) "See Amendments, Suspensions, and Termination Policy.)

Enter Current Contract End Date: Enter the termination date of the Current Contract being amended, even if this date has already passed. (Note: Current Start Date is not requested since this date does not change and is already recorded in MMARS.)

Enter Amendment Amount: Enter the amount of the Amendment increase or decrease to a Maximum Obligation Contract. Enter "no change" for Rate Contracts or if no change.

AMENDMENT TYPE: Identify the type of Amendment being done. Documentation supporting the updates to performance and budget must be attached. **Amendment to Scope or Budget.** Check this option when renewing a Contract or executing any Amendment ("material change" in Contract terms) even if the Contract has lapsed. The parties may negotiate a change in any element of Contract performance or cost identified in the RFR or the Contractor's response which results in lower costs, or a more cost-effective or better value performance than was presented in the original selected response, provided the negotiation results in a better value within the scope of the RFR than what was proposed by the Contractor in the original selected response. Any "material" change in the Contract terms must be memorialized in a formal Amendment even if a corresponding MMARS transaction is not needed to support the change. 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 801 CMR 21.07, incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.

Interim Contracts. Check this option for an Interim Contract to prevent a lapse of Contract performance whenever an existing Contract is being re-procured but the new procurement has not been completed, to bridge the gap during implementation between an expiring and a new procurement, or to contract with an interim Contractor when a current Contractor is unable to complete full performance under a Contract.

Contract Employee. Check this option when the Department requires a renewal or other amendment to the performance of a Contract Employee.

Legislative/Legal or Other. Check this option when legislation, an existing legal obligation, prohibition or other circumstance exempts or prohibits a Contract from being competitively procured, or identify any other procurement exception not already listed. Legislative "earmarks" exempt the Contract solely from procurement requirements, and all other Contract and state finance laws and policies apply. Attach supporting documentation to explain and justify the exemption and whether Contractor selection has been publicly

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posted.

COMMONWEALTH TERMS AND CONDITIONS

Identify which Commonwealth Terms and Conditions the Contractor has executed and is incorporated by reference into this Contract. This Form is signed only once and recorded on the Vendor Customer File (VCUST). See Vendor File and W-9s Policy.

COMPENSATION

Identify if the Contract is a **Rate Contract** (with no stated Maximum Obligation) or a **Maximum Obligation Contract** (with a stated Maximum Obligation) and identify the Maximum Obligation. If the Contract is being amended, enter the new Maximum Obligation based upon the increase or decreasing Amendment. The Total Maximum Obligation must reflect the total funding for the dates of service under the contract, including the Amendment amount if the Contract is being amended. The Maximum Obligation must match the MMARS encumbrance. Funding and allotments must be verified as available and encumbered prior to incurring obligations. If a Contract includes both a Maximum Obligation component and Rate Contract component, check off both, specific Maximum Obligation amounts or amended amounts and Attachments must clearly outline the Contract breakdown to match the encumbrance.

PAYMENTS AND PROMPT PAY DISCOUNTS

Payments are processed within a 45 day payment cycle through EFT in accordance with the Commonwealth Bill Paying Policy for investment and cash flow purposes. Departments may NOT negotiate accelerated payments and Payees are NOT entitled to accelerated payments UNLESS a prompt payment discount (PPD) is provided to support the Commonwealth's loss of investment earnings for this earlier payment, or unless a payments is legally mandated to be made in less than 45 days (e.g., construction contracts, Ready Payments under G.L. c. 29, s. 23A). See Prompt Pay Discounts Policy. PPD are identified as a percentage discount which will be automatically deducted when an accelerated payment is made. Reduced contracts rates may not be negotiated to replace a PPD. If PPD fields are left blank please identify that the Contractor agrees to the standard 45 day cycle; a statutory/legal exemption such as Ready Payments (G.L. c. 29, § 23A); or only an initial accelerated payment for reimbursements or start up costs for a grant, with subsequent payments scheduled to support standard EFT 45 day payment cycle. Financial hardship is not a sufficient justification to accelerate cash flow for all payments under a Contract. Initial grant or contract payments may be accelerated for the first invoice or initial grant installment, but subsequent periodic installments or invoice payments should be scheduled to support the Payee cash flow needs and the standard 45 day EFT payment cycle in accordance with the Bill Paying Policy. Any accelerated payment that does not provide for a PPD must have a legal justification in Contract file for audit purposes explaining why accelerated payments were allowable without a PPD.

BRIEF DESCRIPTION OF CONTRACT PERFORMANCE

Enter a brief description of the Contract performance, project name and/or other identifying information for the Contract to specifically identify the Contract performance, match the Contract with attachments, determine the appropriate expenditure code (as listed in the Expenditure Classification Handbook) or to identify or clarify important information related to the Contract such as the Fiscal Year(s) of performance (ex. "FY2012" or "FY2012-14"). Identify settlements or other exceptions and attach more detailed justification and supporting documents. Enter "Multi-Department Use" if other Departments can access procurement. For Amendments, identify the purpose and what items are being amended. Merely stating "see attached" or referencing attachments without a narrative description of performance is insufficient.

ANTICIPATED START DATE

The Department and Contractor must certify WHEN obligations under this Contract/Amendment may be incurred. Option 1 is the default option when performance may begin as of the Effective Date (latest signature date and any required approvals). If the parties want a new Contract or renewal to begin as of the upcoming fiscal year then list the fiscal year(s) (ex. "FY2012" or "FY2012-14") in the Brief Description section. Performance starts and encumbrances reflect the default Effective Date (if no FY is listed) or the later FY start date (if a FY is listed). Use Option 2 only when the Contract will be signed well in advance of the start date and identify a specific future start date. Do not use Option 2 for a fiscal year start unless it is certain that the Contract will be signed prior to fiscal year. Option 3 is used in lieu of the Settlement and Release Form when the Contract/Amendment is signed late, and obligations have already been incurred by the Contractor prior to the Effective Date for which the Department has either requested, accepted or deemed legally eligible for reimbursement, and the Contract includes supporting documents justifying the performance or proof of eligibility, and approximate costs. Any obligations incurred outside the scope of the Effective Date under any Option listed, even if the incorrect Option is selected, shall be automatically deemed a settlement included under the terms of the Contract and upon payment to the Contractor will release the Commonwealth from further obligations for the identified performance. All settlement payments require justification and must be under same encumbrance and object codes as the Contract payments. Performance dates are subject to G.L. c.4, § 9.

CONTRACT END DATE

The Department must enter the date that Contract performance will terminate. **If the Contract is being amended and the Contract End Date is not changing, this date must be re-entered again here.** A Contract must be signed for at least the initial duration but not longer than the period of procurement listed in the RFR, or other solicitation document (if applicable). No new performance is allowable beyond the end date without an amendment, but the Department may allow a Contractor to complete minimal close out performance obligations if substantial performance has been made prior to the termination date of the Contract and prior to the end of the fiscal year in which payments are appropriated, provided that any close out performance is subject to appropriation and funding limits under state finance law, and CTR may adjust encumbrances and payments in the state accounting system to enable final close out payments. Performance dates are subject to G.L. c.4, § 9.

CERTIFICATIONS AND EXECUTION

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

Authorizing Signature for Contractor/Date: The Authorized Contractor Signatory must (in their own handwriting and in ink) sign AND enter the date the Contract is signed. See section above under "Anticipated Contract Start Date". Acceptance of payment by the Contractor shall waive any right of the Contractor to claim the Contract/Amendment is not valid and the Contractor may not void the Contract. **Rubber stamps, typed or other images are not acceptable.** Proof of Contractor signature authorization on a Contractor Authorized Signatory Listing may be required by the Department if not already on file.

Contractor Name /Title: The Contractor Authorized Signatory's name and title must appear legibly as it appears on the Contractor Authorized Signatory Listing.

Authorizing Signature For Commonwealth/Date: The Authorized Department Signatory must (in their own handwriting and in ink) sign AND enter the date the Contract is signed. See section above under "Anticipated Start Date". **Rubber stamps, typed or other images are not accepted.** The Authorized Signatory must be an employee within the Department legally responsible for the Contract. See Department Head Signature Authorization. The Department must have the legislative funding appropriated for all the costs of this Contract or funding allocated under an approved Interdepartmental Service Agreement (ISA). A Department may not contract for performance to be delivered to or by another state department without specific legislative authorization (unless this Contract is a Statewide Contract). For Contracts requiring Secretariat signoff, evidence of Secretariat signoff must be included in the Contract file.

Department Name /Title: Enter the Authorized Signatory's name and title legibly.

CONTRACTOR CERTIFICATIONS AND LEGAL REFERENCES

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, subject to any required approvals. The Contractor makes all certifications required under this Contract under the pains and penalties of perjury, and 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:

Commonwealth and Contractor Ownership Rights. The Contractor certifies and agrees that the Commonwealth is entitled to ownership and possession of all "deliverables" purchased or developed with Contract funds. A Department may not relinquish Commonwealth rights to deliverables nor may Contractors sell products developed with Commonwealth resources without just compensation. The Contract should detail all Commonwealth deliverables and ownership rights and any Contractor proprietary rights.

Qualifications. The Contractor certifies it is qualified and shall at all times remain qualified to perform this Contract; that performance shall be timely and meet or exceed industry standards for the performance required, including obtaining requisite licenses, registrations, permits, resources for performance, and sufficient professional, liability; and other appropriate insurance to cover the performance. If the Contractor is a business, the Contractor certifies that it is listed under the Secretary of State's website as licensed to do business in Massachusetts, as required by law.

Business Ethics and Fraud, Waste and Abuse Prevention. The Contractor certifies that performance under this Contract, in addition to meeting the terms of the Contract, will be made using ethical business standards and good stewardship of taxpayer and other public funding and resources to prevent fraud, waste and abuse.

Collusion. The Contractor certifies that this Contract has been offered in good faith and without collusion, fraud or unfair trade practices with any other person, that any actions to avoid or frustrate fair and open competition are prohibited by law, and shall be grounds for rejection or disqualification of a Response or termination of this Contract.

Public Records and Access The Contractor shall provide full access to records related to performance and compliance to the Department and officials listed under Executive Order 195 and G.L. c. 11, s.12 seven (7) years beginning on the first day after the final payment

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under this Contract or such longer period necessary for the resolution of any litigation, claim, negotiation, audit or other inquiry involving this Contract. Access to view Contractor records related to any breach or allegation of fraud, waste and/or abuse may not be denied and Contractor can not claim confidentiality or trade secret protections solely for viewing but not retaining documents. Routine Contract performance compliance reports or documents related to any alleged breach or allegation of non-compliance, fraud, waste, abuse or collusion may be provided electronically and shall be provided at Contractor's own expense. Reasonable costs for copies of non-routine Contract related records shall not exceed the rates for public records under 950 C.M.R. 32.00.

Debarment. The Contractor certifies that neither it nor any of its subcontractors are currently debarred or suspended by the federal or state government under any law or regulation including, Executive Order 147; G.L. c. 29, s. 29F; G.L. c. 30, § 39R; G.L. c. 149, § 27C; G.L. c. 149, § 44C; G.L. c. 149, § 148B and G.L. c. 152, s. 25C.

Applicable Laws. The Contractor shall comply with all applicable state laws and regulations including but not limited to the applicable Massachusetts General Laws; the Official Code of Massachusetts Regulations; Code of Massachusetts Regulations (unofficial); 801 CMR 21.00 (Procurement of Commodity and Service Procurements, Including Human and Social Services); 815 CMR 2.00 (Grants and Subsidies); 808 CMR 1.00 (Compliance, Reporting and Auditing for Human And Social Services); AICPA Standards; confidentiality of Department records under G.L. c. 66A; and the Massachusetts Constitution Article XVIII if applicable.

Invoices. The Contractor must submit invoices in accordance with the terms of the Contract and the Commonwealth Bill Paying Policy. Contractors must be able to reconcile and properly attribute concurrent payments from multiple Departments. Final invoices in any fiscal year must be submitted no later than August 15th for performance made and received (goods delivered, services completed) prior to June 30th, in order to make payment for that performance prior to the close of the fiscal year to prevent reversion of appropriated funds. Failure to submit timely invoices by August 15th or other date listed in the Contract shall authorize the Department to issue an estimated payment based upon the Department's determination of performance delivered and accepted. The Contractor's acceptance of this estimated payment releases the Commonwealth from further claims for these invoices. If budgetary funds revert due to the Contractor's failure to submit timely final invoices, or for disputing an estimated payment, the Department may deduct a penalty up to 10% from any final payment in the next fiscal year for failure to submit timely invoices.

Payments Subject To Appropriation. Pursuant to G.L. c. 29 § 26, § 27 and § 29, Departments are required to expend funds only for the purposes set forth by the Legislature and within the funding limits established through appropriation, allotment and subsidiary, including mandated allotment reductions triggered by G.L. c. 29, § 9C. A Department cannot authorize or accept performance in excess of an existing appropriation and allotment, or sufficient non-appropriated available funds. Any oral or written representations, commitments, or assurances made by the Department or any other Commonwealth representative are not binding. The Commonwealth has no legal obligation to compensate a Contractor for performance that is not requested and is intentionally delivered by a Contractor outside the scope of a Contract. Contractors should verify funding prior to beginning performance.

Intercept. Contractors may be registered as Customers in the Vendor file if the Contractor owes a Commonwealth debt. Unresolved and undisputed debts, and overpayments of Contract payments that are not reimbursed timely shall be subject to intercept pursuant to G.L. c. 7A, s. 3 and 815 CMR 9.00. Contract overpayments will be subject to immediate intercept or payment offset. The Contractor may not penalize any state Department or assess late fees, cancel a Contract or other services if amounts are intercepted or offset due to recoupment of an overpayment, outstanding taxes, child support, other overdue debts or Contract overpayments.

Tax Law Compliance. The Contractor certifies under the pains and penalties of perjury tax compliance with Federal tax laws; state tax laws including but not limited to G.L. c. 62C, G.L. c. 62C, s. 49A; compliance with all state tax laws, reporting of employees and contractors, withholding and remitting of tax withholdings and child support and is in good standing with respect to all state taxes and returns due; reporting of employees and contractors under G.L. c. 62E, withholding and remitting child support including G.L. c. 119A, s. 12; TIR 05-11: New Independent Contractor Provisions and applicable TIRs.

Bankruptcy, Judgments, Potential Structural Changes, Pending Legal Matters and Conflicts. The Contractor certifies it has not been in bankruptcy and/or receivership within the last three calendar years, and the Contractor certifies that it will immediately notify the Department in writing at least 45 days prior to filing for bankruptcy and/or receivership, any potential structural change in its organization, or if there is any risk to the solvency of the Contractor that may impact the Contractor's ability to timely fulfill the terms of this Contract or Amendment. The Contractor certifies that at any time during the period of the Contract the Contractor is required to affirmatively disclose in writing to the Department Contract Manager the details of any judgment, criminal conviction, investigation or litigation pending against the Contractor or any of its officers, directors, employees, agents, or subcontractors, including any potential conflicts of interest of which the Contractor has knowledge, or learns of during the Contract term. Law firms or Attorneys providing legal

services are required to identify any potential conflict with representation of any Department client in accordance with Massachusetts Board of Bar Overseers (BBO) rules.

Federal Anti-Lobbying and Other Federal Requirements. If receiving federal funds, the Contractor certifies compliance with federal anti-lobbying requirements including 31 USC 1352; other federal requirements; Executive Order 11246; Air Pollution Act; Federal Water Pollution Control Act and Federal Employment Laws.

Protection of Personal Data and Information. The Contractor certifies that all steps will be taken to ensure the security and confidentiality of all Commonwealth data for which the Contractor becomes a holder, either as part of performance or inadvertently during performance, with special attention to restricting access, use and disbursement of personal data and information under G.L. c. 93H and c. 66A and Executive Order 504. The Contractor is required to comply with G.L. c. 93I for the proper disposal of all paper and electronic media, backups or systems containing personal data and information, provided further that the Contractor is required to ensure that any personal data or information transmitted electronically or through a portable device be properly encrypted using (at a minimum) Information Technology Division (ITD) Protection of Sensitive Information, provided further that any Contractor having access to credit card or banking information of Commonwealth customers certifies that the Contractor is PCI compliant in accordance with the Payment Card Industry Council Standards and shall provide confirmation compliance during the Contract, provide further that the Contractor shall immediately notify the Department in the event of any security breach including the unauthorized access, disbursement, use or disposal of personal data or information, and in the event of a security breach, the Contractor shall cooperate fully with the Commonwealth and provide access to any information necessary for the Commonwealth to respond to the security breach and shall be fully responsible for any damages associated with the Contractor's breach including but not limited to G.L. c. 214, s. 3B.

Corporate and Business Filings and Reports. The Contractor certifies compliance with any certification, filing, reporting and service of process requirements of the Secretary of the Commonwealth, the Office of the Attorney General or other Departments as related to its conduct of business in the Commonwealth; and with its incorporating state (or foreign entity).

Employer Requirements. Contractors that are employers certify compliance with applicable state and federal employment laws or regulations, including but not limited to G.L. c. 5, s. 1 (Prevailing Wages for Printing and Distribution of Public Documents); G.L. c. 7, s. 22 (Prevailing Wages for Contracts for Meat Products and Clothing and Apparel); minimum wages and prevailing wage programs and payments; unemployment insurance and contributions; workers' compensation and insurance, child labor laws, AGO fair labor practices; G.L. c. 149 (Labor and Industries); G.L. c. 150A (Labor Relations); G.L. c. 151 and 455 CMR 2.00 (Minimum Fair Wages); G.L. c. 151A (Employment and Training); G.L. c. 151B (Unlawful Discrimination); G.L. c. 151E (Business Discrimination); G.L. c. 152 (Workers' Compensation); G.L. c. 153 (Liability for Injuries); 29 USC c. 8 (Federal Fair Labor Standards); 29 USC c. 28 and the Federal Family and Medical Leave Act.

Federal And State Laws And Regulations Prohibiting Discrimination including but not limited to the Federal Equal Employment Opportunity (EEO) Laws the Americans with Disabilities Act; 42 U.S.C. Sec. 12,101, et seq., the Rehabilitation Act; 29 USC c. 16 s. 794; 29 USC c. 16, s. 701; 29 USC c. 14, 623; the 42 USC c. 45; (Federal Fair Housing Act); G.L. c. 151B (Unlawful Discrimination); G.L. c. 151E (Business Discrimination); the Public Accommodations Law G.L. c. 272, s. 92A; G.L. c. 272, s. 98 and 98A, Massachusetts Constitution Article CXIV and G.L. c. 93, s. 103; 47 USC c. 5, sc. II, Part II, s. 255 (Telecommunication Act); Chapter 149, Section 105D, G.L. c. 151C, G.L. c. 272, Section 92A, Section 98 and Section 98A, and G.L. c. 111, Section 199A, and Massachusetts Disability-Based Non-Discrimination Standards For Executive Branch Entities, and related Standards and Guidance, authorized under Massachusetts Executive Order or any disability-based protection arising from state or federal law or precedent. See also MCAD and MCAD links and Resources.

Small Business Purchasing Program (SBPP). A Contractor may be eligible to participate in the SBPP, created pursuant to Executive Order 523, if qualified through the SBPP COMMBUYBS subscription process at: www.commbuybs.com and with acceptance of the terms of the SBPP participation agreement.

Limitation of Liability for Information Technology Contracts (and other Contracts as Authorized). The Information Technology Mandatory Specifications and the IT Acquisition Accessibility Contract Language are incorporated by reference into Information Technology Contracts. The following language will apply to Information Technology contracts in the U01, U02, U03, U04, U05, U06, U07, U08, U09, U10, U75, U98 object codes in the Expenditure Classification Handbook or other Contracts as approved by CTR or OSD. Pursuant to Section 11. Indemnification of the Commonwealth Terms and Conditions, the term "other damages" shall include, but shall not be limited to, the reasonable costs the Commonwealth incurs to repair, return, replace or seek cover (purchase of comparable substitute commodities and services) under a Contract. "Other damages" shall not include damages to the Commonwealth as a result of third party claims, provided, however, that the foregoing in no way limits the Commonwealth's right of recovery for personal injury or property damages or patent and copyright infringement under Section 11 nor the Commonwealth's ability to join the contractor as a third party defendant. Further, the term



"other damages" shall not include, and in no event shall the contractor be liable for, damages for the Commonwealth's use of contractor provided products or services, loss of Commonwealth records, or data (or other intangible property), loss of use of equipment, lost revenue, lost savings or lost profits of the Commonwealth. In no event shall "other damages" exceed the greater of \$100,000, or two times the value of the product or service (as defined in the Contract scope of work) that is the subject of the claim. Section 11 sets forth the contractor's entire liability under a Contract. Nothing in this section shall limit the Commonwealth's ability to negotiate higher limitations of liability in a particular Contract, provided that any such limitation must specifically reference Section 11 of the Commonwealth Terms and Conditions. In the event the limitation of liability conflicts with accounting standards which mandate that there can be no cap of damages, the limitation shall be considered waived for that audit engagement. These terms may be applied to other Contracts only with prior written confirmation from the Operational Services Division or the Office of the Comptroller. The terms in this Clarification may not be modified.

Northern Ireland Certification. Pursuant to G.L. c. 7 s. 22C for state agencies, state authorities, the House of Representatives or the state Senate, by signing this Contract the Contractor certifies that it does not employ ten or more employees in an office or other facility in Northern Ireland and if the Contractor employs ten or more employees in an office or other facility located in Northern Ireland the Contractor certifies that it does not discriminate in employment, compensation, or the terms, conditions and privileges of employment on account of religious or political belief; and it promotes religious tolerance within the work place, and the eradication of any manifestations of religious and other illegal discrimination; and the Contractor is not engaged in the manufacture, distribution or sale of firearms, munitions, including rubber or plastic bullets, tear gas, armored vehicles or military aircraft for use or deployment in any activity in Northern Ireland.

Pandemic, Disaster or Emergency Performance. In the event of a serious emergency, pandemic or disaster outside the control of the Department, the Department may negotiate emergency performance from the Contractor to address the immediate needs of the Commonwealth even if not contemplated under the original Contract or procurement. Payments are subject to appropriation and other payment terms.

Consultant Contractor Certifications (For Consultant Contracts "HH" and "NN" and "U05" object codes subject to G.L. Chapter 29, s. 29A). Contractors must make required disclosures as part of the RFR Response or using the Consultant Contractor Mandatory Submission Form.

Attorneys. Attorneys or firms providing legal services or representing Commonwealth Departments may be subject to G.L. c. 30, s. 65, and if providing litigation services must be approved by the Office of the Attorney General to appear on behalf of a Department, and shall have a continuing obligation to notify the Commonwealth of any conflicts of interest arising under the Contract.

Subcontractor Performance. The Contractor certifies full responsibility for Contract performance, including subcontractors, and that comparable Contract terms will be included in subcontracts, and that the Department will not be required to directly or indirectly manage subcontractors or have any payment obligations to subcontractors.

EXECUTIVE ORDERS

For covered Executive state Departments, the Contractor certifies compliance with applicable Executive Orders (see also Massachusetts Executive Orders), including but not limited to the specific orders listed below. A breach during period of a Contract may be considered a material breach and subject Contractor to appropriate monetary or Contract sanctions.

Executive Order 481. Prohibiting the Use of Undocumented Workers on State Contracts. For all state agencies in the Executive Branch, including all executive offices, boards, commissions, agencies, Departments, divisions, councils, bureaus, and offices, now existing and hereafter established, by signing this Contract the Contractor certifies under the pains and penalties of perjury that they shall not knowingly use undocumented workers in connection with the performance of this Contract; that, pursuant to federal requirements, shall verify the immigration status of workers assigned to a Contract without engaging in unlawful discrimination; and shall not knowingly or recklessly alter, falsify, or accept altered or falsified documents from any such worker

Executive Order 130. Anti-Boycott. The Contractor warrants, represents and agrees that during the time this Contract is in effect, neither it nor any affiliated company, as hereafter defined, participates in or cooperates with an international boycott (See IRC § 999(b)(3)-(4), and IRS Audit Guidelines Boycotts) or engages in conduct declared to be unlawful by G.L. c. 151E, s. 2. A breach in the warranty, representation, and agreement contained in this paragraph, without limiting such other rights as it may have, the Commonwealth shall be entitled to rescind this Contract. As used herein, an affiliated company shall be any business entity of which at least 51% of the ownership interests are directly or indirectly owned by the Contractor or by a person or persons or business entity or entities directly or indirectly owning at least 51% of the ownership interests of the Contractor, or which directly or indirectly owns at least 51% of the ownership interests of the Contractor.

Executive Order 346. Hiring of State Employees By State Contractors. Contractor certifies compliance with both the conflict of interest law G.L. c. 268A specifically s. 5 (f) and this order; and includes limitations regarding the hiring of state employees by private companies contracting with the Commonwealth. A privatization contract shall be deemed

to include a specific prohibition against the hiring at any time during the term of Contract, and for any position in the Contractor's company, any state management employee who is, was, or will be involved in the preparation of the RFP, the negotiations leading to the awarding of the Contract, the decision to award the Contract, and/or the supervision or oversight of performance under the Contract.

Executive Order 444. Disclosure of Family Relationships With Other State Employees. Each person applying for employment (including Contract work) within the Executive Branch under the Governor must disclose in writing the names of all immediate family related to immediate family by marriage who serve as employees or elected officials of the Commonwealth. All disclosures made by applicants hired by the Executive Branch under the Governor shall be made available for public inspection to the extent permissible by law by the official with whom such disclosure has been filed.

Executive Order 504. Regarding the Security and Confidentiality of Personal Information. For all Contracts involving the Contractor's access to personal information, as defined in G.L. c. 93H, and personal data, as defined in G.L. c. 66A, owned or controlled by Executive Department agencies, or access to agency systems containing such information or data (herein collectively "personal information"), Contractor certifies under the pains and penalties of perjury that the Contractor (1) has read Commonwealth of Massachusetts Executive Order 504 and agrees to protect any and all personal information; and (2) has reviewed all of the Commonwealth Information Technology Division's Security Policies. Notwithstanding any contractual provision to the contrary, in connection with the Contractor's performance under this Contract, for all state agencies in the Executive Department, including all executive offices, boards, commissions, agencies, departments, divisions, councils, bureaus, and offices, now existing and hereafter established, the Contractor shall: (1) obtain a copy, review, and comply with the contracting agency's Information Security Program (ISP) and any pertinent security guidelines, standards, and policies; (2) comply with all of the Commonwealth of Massachusetts Information Technology Division's "Security Policies"; (3) communicate and enforce the contracting agency's ISP and such Security Policies against all employees (whether such employees are direct or contracted) and subcontractors; (4) implement and maintain any other reasonable appropriate security procedures and practices necessary to protect personal information to which the Contractor is given access by the contracting agency from the unauthorized access, destruction, use, modification, disclosure or loss; (5) be responsible for the full or partial breach of any of these terms by its employees (whether such employees are direct or contracted) or subcontractors during or after the term of this Contract, and any breach of these terms may be regarded as a material breach of this Contract; (6) in the event of any unauthorized access, destruction, use, modification, disclosure or loss of the personal information (collectively referred to as the "unauthorized use"); (a) immediately notify the contracting agency if the Contractor becomes aware of the unauthorized use; (b) provide full cooperation and access to information necessary for the contracting agency to determine the scope of the unauthorized use; and (c) provide full cooperation and access to information necessary for the contracting agency and the Contractor to fulfill any notification requirements. Breach of these terms may be regarded as a material breach of this Contract, such that the Commonwealth may exercise any and all contractual rights and remedies, including without limitation indemnification under Section 11 of the Commonwealth's Terms and Conditions, withholding of payments, Contract suspension, or termination. In addition, the Contractor may be subject to applicable statutory or regulatory penalties, including and without limitation, those imposed pursuant to G.L. c. 93H and under G.L. c. 214, § 3B for violations under M.G.L. c. 66A.

Executive Orders 523, 524 and 526. Executive Order 526 (Order Regarding Non-Discrimination, Diversity, Equal Opportunity and Affirmative Action which supersedes Executive Order 478). Executive Order 524 (Establishing the Massachusetts Supplier Diversity Program which supersedes Executive Order 390). Executive Order 523 (Establishing the Massachusetts Small Business Purchasing Program.) All programs, activities, and services provided, performed, licensed, chartered, funded, regulated, or contracted for by the state shall be conducted without unlawful discrimination based on race, color, age, gender, ethnicity, sexual orientation, gender identity or expression, religion, creed, ancestry, national origin, disability, veteran's status (including Vietnam-era veterans), or background. The Contractor and any subcontractors may not engage in discriminatory employment practices; and the Contractor certifies compliance with applicable federal and state laws, rules, and regulations governing fair labor and employment practices; and the Contractor commits to purchase supplies and services from certified minority or women-owned businesses, small businesses, or businesses owned by socially or economically disadvantaged persons or persons with disabilities. These provisions shall be enforced through the contracting agency, OSD, and/or the Massachusetts Commission Against Discrimination. Any breach shall be regarded as a material breach of the contract that may subject the contractor to appropriate sanctions.

**Request for Taxpayer
 Identification Number and Certification**

Completed form should be given to the requesting department or the department you are currently doing business with.

Name (List legal name, if joint names, list first & circle the name of the person whose TIN you enter in Part I-See Specific Instruction on page 2)

Boutheastern Massachusetts Agricultural Partnership

Business name, if different from above. (See Specific Instruction on page-2)

Check the appropriate box: Individual/Sole proprietor Corporation Partnership Other

Legal Address: number, street, and apt. or suite no.

135 Center St

Remittance Address: if different from legal address number, street, and apt. or suite no.

P.O. Box 80625

City, state and ZIP code

Dighton, MA

City, state and ZIP code

South Dartmouth, MA

Phone # (508) 524-2601

Fax # ()

Email address: kschwalbe@semaponline.org

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instruction on page 2. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN on page 2.

Social security number

□□□-□□-□□□□

OR

Employer identification number

20-1625240

Vendors:

Dunn and Bradstreet Universal Numbering System (DUNS)

DUNS

164666340

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Services (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am an U.S. person (including an U.S. resident alien).
- I am currently a Commonwealth of Massachusetts's state employee: (check one): No Yes If yes, in compliance with the State Ethics Commission requirements.

Certification instructions: You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply.

Sign Here

Authorized Signature Karen Schwalbe

Date 10/24/17

Purpose of Form

A person who is required to file an information return with the IRS must get your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to give your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify you are not subject to backup withholding

If you are a foreign person, use the appropriate Form W-8. See Pub 515, Withholding of Tax on Nonresident Aliens and Foreign Corporations.

What is backup withholding? Persons making certain payments to you must withhold a designated percentage, currently 28% and pay to the IRS of such payments under certain

conditions. This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

If you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return, payments you receive will not be subject to backup withholding. **Payments you receive will be subject to backup withholding if:**

- You do not furnish your TIN to the requester, or
- You do not certify your TIN when required (see the Part II instructions on page 2 for details), or
- The IRS tells the requester that you furnished an incorrect TIN, or
- The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the Part II instructions on page 2.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of Federal law, the requester may be subject to civil and criminal penalties.

Please print or type



COMMONWEALTH TERMS AND CONDITIONS

Conditions, the Standard Contract Form, the Department's Request for Response (RFR) solicitation document and the Contractor's Response to the RFR solicitation, excluding any language stricken by a Department as unacceptable and including any negotiated terms and conditions allowable pursuant to law or regulation.

IN WITNESS WHEREOF, The Contractor certify under the pains and penalties of perjury that it shall comply with these Commonwealth Terms and Conditions for any applicable Contract executed with the Commonwealth as certified by their authorized signatory below:

CONTRACTOR AUTHORIZED SIGNATORY: Karen Schwalbe
(signature)

Print Name: Karen Schwalbe

Title: Executive Director

Date: 10/24/17

(Check One): Organization Individual

Full Legal Organization or Individual Name: Southeastern Massachusetts Agricultural Partnership

Doing Business As: Name (If Different):

Tax Identification Number: 20-1625240

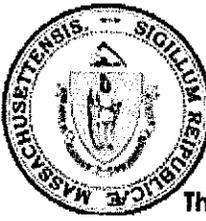
Address: P.O. Box 8062 S South Dartmouth, MA 02748

Telephone: 508 524 260 (FAX:)

INSTRUCTIONS FOR FILING THE COMMONWEALTH TERMS AND CONDITIONS

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

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



COMMONWEALTH OF MASSACHUSETTS
OFFICE OF THE COMPTROLLER
Electronic Funds Transfer Sign Up Form

This form should be sent to a department with whom you do business.

Request type must be checked: Initial Request Changing Existing Account Closing Account

I Karen Schwabe hereby certify that the account/s indicated on this form is under my direct control and access; therefore, I authorize the State Treasurer as fiscal agent for the State of Massachusetts to initiate, change or cancel credit entries to that account/s as indicated on this form. For ACH debits consistent with the International ACH Transaction (IAT) rules check one:

I affirm that payments authorized hereunder are not to an account that is subject to being transferred to a foreign bank account.

I affirm that payments authorized hereunder are to an account that is subject to being transferred to a foreign bank account.

This authority is to remain in full force and effect until the Office of Comptroller has received written notification, from either me or an authorized officer of organization of the account's termination in such time and in such a manner as to afford CTR a reasonable opportunity to act upon it.

VENDOR BANK INFORMATION

Vendor Bank Name: Baycoast Bank
Vendor Bank Transit Number (ABA): 211372239
Vendor Bank Account Number: 840396495
Account Type: Checking

Filling out this field is a requirement for changing account number

Vendor Bank Old Account Number: _____
Account Type: _____

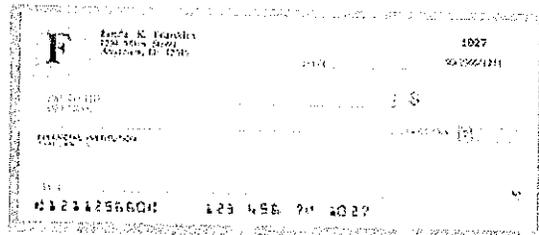
VENDOR INFORMATION

Vendor Tax Identification Number (TIN): 20-1625240
Vendor/Business Name: Southeastern Massachusetts Agricultural Partnership
Vendor Contact Name: Karen Schwabe
E-mail: kschwabe@semaponline.org
Telephone: 508 524 2601
Address: P.O. Box 80625
City: S Dartmouth State: MA Zip: 02748

This authorization will remain in effect until either canceled in writing or an updated form changing information is sent to the Department you currently do business with.

AUTHORIZED SIGNATURE: Karen Schwabe
Print Name: Karen Schwabe Title: Executive Director Date: 10/24/17

Form forwarded to Commonwealth Department: _____
Attached voided check here: _____



ATTACHMENT A
Scope of Services

The Contractor shall receive grant funding from the Department in order to enhance the Buy Local efforts in Barnstable, Bristol, Dukes, Nantucket, Norfolk, and Plymouth Counties in Massachusetts, and shall expend grant funds as specified below and contained within the itemized budget listed in Attachment C: Response to RFR, which is attached hereto and incorporated herein by reference.

Deliverables:

The Contractor shall perform the following:

SEMAP

1. Increase awareness of and access to sustainably raised meat in Southeastern Massachusetts through outreach, education, and technical assistance.
 - a. Sponsor one or more workshops or conferences focused on sustainable meat production that will benefit farmers in the Southeast region.
 - b. Provide educational opportunities for farmers and ranchers through the Twilight Grower Series
 - i. Include at least two livestock-related workshops through a Livestock Track at 10th Annual Ag & Food Conference
 - ii. Promote partners' work on the SEMAP website and through social media. Create original content to promote sustainable livestock in Southeastern Massachusetts
2. Assist with the Healthy Incentives Program (HIP) through development of regional promotional materials to identify farms and farmers' markets that participate in the HIP program
 - a. Promote those participating farms through the SEMAP website, the Local Food Guide, and WIC offices.
 - b. Provide support for HIP onboarding and implementation through SEMAP staff
3. Provide farmers' market support by offering a track at the Ag & Food Conference for Market Managers including a best practices and business planning, insurance & regulations, outreach & communication and provide an opportunity for roundtable discussion of topics
 - a. Provide regionally targeted outreach on how to access farmers' markets for different geographical regions, in both print and social media
4. Increase awareness of locally harvested seafood
 - a. Coordinate with governmental organizations, nonprofits, and industry groups to promote seafood through communications, with a focus on social media and email outreach
 - b. Coordinate two local seafood spotlights or Twilight workshops to connect fishermen to consumers and to teach relevant topics
 - c. Continue outreach to aquaculture fisheries and fin fisheries. Assist with promotion of local seafood in the Local Food Guide
5. Increase visibility of local sustainable fiber as viable options for agriculture production.
 - a. Host a workshop focused on farmers and growers and the garment industry across Massachusetts
 - b. Use results from Fibershed's survey to improve farmers knowledge of and access to the fiber supply chain from raw material to finished product
 - c. Educate and promote local fiber. Host two workshops about fiber production at the 10th Annual Ag & Food Conference
 - d. Host a Local Fiber Twilight meeting targeted at new farmers looking to start with fiber animals
 - i. Invite a speaker on hemp production
6. Integrate local food promotion in to the regional fair circuit
 - a. Coordinate with local organizations to promote local food production and agricultural literacy at six major fairs and festivals in the region, as well as the Eastern States Exposition

- i. Provide displays and interactive agricultural activities, share research and resources, exchange social media
- b. Promote regional fairs on the SEMAP website, social media, newsletters, and the Local Food Guide. Distribute promotional materials and the Local Food Guide
- c. Provide analysis to determine positive effects of promotion at fairs
 - i. Survey participants, analyze social media and website outreach efforts, analyze feedback

Barnstable County's Cape Cod Cooperative Extension/ Buy Fresh Buy Local Cape Cod

- 7. Enhance marketing for agricultural businesses and products including locally harvested seafood for Buy Fresh Buy Local Cape Cod (BFBLCC).
 - a. Print and distribute 15,000 copies of the BFBLCC Food Guide to all BFBLCC members and various sites. Expand to reach new target markets by distributing the guide in new areas.
 - i. Add farms and markets that participate in the HIP and other assistance programs.
 - b. Assist retailers of local product in enhancing farm stands and storefront counters with branded point-of-sale items
- 8. Host a conference addressing local challenges and possible improvements to farmers' markets
 - a. Promote effective best practices for supporting and assisting market vendors participating in HIP and other nutrition incentive programs

Island Grown Initiative

- 9. Provide educational programming and promotion of local seafood
 - a. Harvest of the month program in local schools
 - i. Produce a Harvest of the Month themed cooking show. Organize talks, activities and taste tests with local fisher-people in the schools
- 10. Promote the HIP program and food access
 - a. Print and distribute materials in English and Portuguese to promote the HIP program.
 - b. Offer locally sourced animal proteins and eggs over the winter to Mobile Market clientele.
 - i. Procure more local and regional fruit for the Mobile Market
- 11. Meet with market managers and the Agricultural Society to develop a plan to move the summer farmers' market location
 - a. Promote the summer and winter market to increase awareness of the move through signage, marketing, promotion, and land preparation.

Sustainable Nantucket

- 12. Build a more locally based and self-reliant food system on the island through three major programs and through education, advocacy, outreach, training, and partnerships.
- 13. Healthy Incentives Program and food access at the Sustainable Nantucket Farmers & Artisans Market
 - a. Dedicated Market Manager and intern staff time to in-person visits with farmers to assist with the HIP onboarding process
 - b. Create bilingual brochures and distribute in 12 locations around the island.
 - c. Advertise in the local paper and dedicate staff time to social media and outreach.
- 14. Increasing Awareness of Locally Harvested Seafood at the NantucketGrown Food Festival
 - a. Perform ongoing outreach to local farmers, oyster farmers, fishermen, and food producers for the festival
 - b. Develop and promote the following events:
 - i. Teach community members how to harvest wild bay scallops safely and responsibly
 - ii. Work with local scallop openers to host a scallop opening demo and storytelling hour
 - iii. Offer tours of town's shellfish hatchery
 - iv. Feature products from the 7 active island oyster farms at Opening Night Reception

- v. Provide an oyster farm boat tour
 - vi. Promote and support local/regional oyster farms through a "Meet the Farmers" Oysters & Bubbles Tasting
 - vii. Explore 3-D Restorative Ocean farming, hire Bren Smith to educate
 - viii. Provide tour of the Ruthie B FSV with Captain Bill Blount
 - ix. Present a fin-fish filleting demonstration, cooking demo and luncheon
 - x. Perform outreach and arrange the appearance of 7 island chefs at Opening Reception
15. Increasing Awareness of Locally Harvested Seafood through Local Catch Campaign Integration into the NantucketGrown Food Festival and Brand
- a. Promote participating establishments that serve under-utilized fish and shellfish
 - b. Provide a prize to members of the community that enter a lottery by tasting the above mentioned dishes. Post on social media.
 - c. Revise the NantucketGrown brand application to award points to restaurants that feature Local Catch options. Perform outreach to 30 chefs to explain this new addition of incentive.
 - d. Present a new "Local Catch" Campaign, to be implemented in June 2018
16. Attend two (2) Buy Local informational meetings coordinated by the Department, (1) to be scheduled in late fall and the other to be scheduled in early spring.
17. Coordinate a regional Buy Local tour in collaboration with the Department at no cost to the agency. The tour could include buyers and/or press highlighting trends in Massachusetts agriculture. The Department shall be invited to participate in and attend all tours.

Budget:

Expense Category	Grant Funding	Matching Funds	Total
Personnel:			
<i>Project Administration:</i>	\$2,100	--	\$2,100
Fringe Benefits:	\$0	\$0	\$
Travel	\$0	\$0	\$
Equipment	\$0	\$0	\$
Supplies	\$27,900	\$0	\$27,900
SEMAB			
Supporting Sustainably-Raised Meat in Southeastern Massachusetts			
<i>Sponsorship of Regional Livestock Conferences:</i>	\$1,000	--	
<i>Twilight Grower Series including 2 livestock related workshops:</i>	\$1,250	--	
<i>Social Media Promotion of Livestock and Local Sustainable Meat:</i>	\$500	--	
<i>Ag & Food Track for Livestock and Cooking with local Meat:</i>	\$750	--	
Healthy Incentives Program and Food Access			
<i>Promotional Materials to Identify HIP Farms & Farmers Markets:</i>	\$700	--	
<i>Website, Local Food Guide and Social Media to identify HIP Farmers:</i>	\$1,000	--	
<i>Additional copies of the Local Food Guide to Reach New Markets:</i>	\$2,000	--	
<i>Support of HIP in Current and New Farms & Farmers Markets:</i>	\$5,000	--	

Farmers Market Support			
<i>Farmers Market Manager Track at Ag & Food Conference:</i>			
<i>Advertising & Regional Promotion of Farmers Markets:</i>	\$1,000	--	
	\$1,200	--	
Increasing Awareness of Locally Harvested Seafood			
<i>Coordinate Outreach & Social Media with partners:</i>			
<i>Create two Locally Seafood Spotlights for publication:</i>	\$2,000	--	
<i>Seafood Promotion in the Local Food Guide:</i>	\$1,000	--	
	\$1,500	--	
Increasing Visibility of Local Sustainable Fiber			
<i>Support for a Regional Fiber Workshop:</i>			
<i>Two speakers on local fibers at Ag & Food Conference:</i>	\$2,500	--	
<i>Local Fiber Twilight Meeting:</i>	\$500	--	
<i>Workshop on Hemp Production:</i>	\$500	--	
	\$1,000	--	
Integrating Local Food Promotion into the Regional Fair Circuit			
<i>Promote regional fairs on SEMAP's website, newsletter, etc.:</i>			
<i>Agricultural related display materials:</i>	\$1,000	--	
<i>Additional copies of Local Food Guide for distribution at fairs:</i>	\$1,000	--	
	\$2,500	--	
Contractual/Consultant:	\$38,000	\$0	\$38,000
Buy Fresh, Buy Local Cape Cod			
<i>Printing of 2018 Local Food Guide:</i>			
	\$10,000	--	
<i>Market Managers Workshop:</i>	\$1,000	--	
<i>Branded market bags:</i>	\$4,000	--	
Island Grown Initiative			
<i>Educational programming of local seafood:</i>			
	\$1,000	--	
<i>HIP Promotion and Food Access:</i>	\$4,000	--	
<i>Farmers' Market relocation support:</i>	\$6,000	--	
Sustainable Nantucket			
<i>Outreach to farmers:</i>			
	\$132	--	
<i>In-person support for farmers applying to HIP:</i>	\$2,000	--	
<i>Print advertising:</i>	\$973	--	
<i>Outreach to public – promotional materials development & distribution:</i>	\$890	--	
<i>Promotional materials/toner & paper supplies:</i>	\$325	--	
<i>Bay scallop fishery outreach:</i>			
	\$1,730	--	
<i>Oyster farms outreach and event production:</i>	\$2,390	--	
<i>Offshore commercial fishery outreach:</i>	\$536	--	
<i>Outreach to chefs:</i>			
	\$2,569	--	
<i>Nantucket Grown application updates and distribution:</i>	\$165	--	
<i>Local Catch Campaign 2018 design and promotion:</i>	\$290	--	

Other:	\$0	\$0	\$0
Direct Costs Subtotal	\$68,000	\$0	\$68,000
Indirect Costs	\$0	\$0	\$0

Total Budget	\$68,000
Grant Portion	\$68,000
Match Portion	\$0

Project Changes:

In the event that a deliverable cannot be completed as specified or there needs to be a redistribution of the funds specified in Attachment B, the Contractor shall notify the Department's Contract Manager as follows:

1. When it is necessary to modify the scope or objectives of the grant, the Contractor shall submit a written request to the Department for the change, which must be approved prior to any modification. The request shall include, at a minimum, the following:
 - a) the approved project title(s) affected by the change;
 - b) a description of the revised scope or objectives of the award; and
 - c) a justification for the change.

2. Where a modification to the approved budget is required, the Contractor shall submit a written request to the Department for the change. A request for a budget change shall include, at a minimum, the following:
 - a) the approved project title(s) affected by the change;
 - b) a description of the change (a new budget); and
 - c) a justification for the change.

3. Where an extension of time is required, the extension request(s) shall be received in writing no later than 60 days prior to the expiration date of the award.

A request for time extension shall include, at a minimum, the following:

- a) the approved project title;
- b) the length of additional time required to complete project objectives and a justification for the extension;
- c) a summary of progress to date;
- d) an estimate of remaining funds on the scheduled expiration date, and
- e) a projected timetable to complete the project for which the extension is being requested.

No redistribution of funds or addition or deletion of tasks, goals or expected measurable outcomes may occur without prior written approval from the Department's Contract Manager.

The Contractor shall notify the Department's Contract Manager immediately upon any change to the project manager or the project manager's contact information.

Reimbursement and Invoices:

The Contractor shall be reimbursed for funds expended on this project. In order to receive reimbursement, the Contractor shall submit a written request ("Invoice") to the Department's Contract Manager.

Each Invoice shall include, at a minimum, the following:

1. legal Name of the entity requesting reimbursement;
2. title of the Grant Project;
3. period for which the expenses were incurred;
4. a unique invoice number;
5. total request in reimbursement;
6. detail as to how funds have been expended;
7. a brief explanation as to what goals or tasks the funds have been expended on;
8. supporting documentation as set forth herein below; and
9. any other information relating to the project as requested by the Department's Contract Manager.

Supporting Documentation:

All expenses shall be incurred in compliance with all applicable state and federal requirements.

In order to receive reimbursement, an invoice shall contain the following information per each kind of reimbursement:

Personnel: Timesheets detailing the hours spent on the project and the dates spent on the project. This shall also include a narrative as to what program activities were completed. All personnel time charged to this grant shall be for activities directly related to the program.

Fringe: Shall include the approved rate and show the amount of fringe charged to grant.

Supplies: This shall include: invoices for supplies; a receipt showing that the supplies were paid for; a description as to how vendors were selected; a brief narrative describing the supplies purchased and how they pertain to the project.

Contracts: The first request for Contractual costs shall include a copy of the contractual agreement and how the contractor was selected. Note: all contracted services shall be made in compliance with all applicable state and federal procurement requirements including those

governing the specialty crop block grant program. Any payment to a subcontractor shall include a narrative as to what work was completed and what deliverables were received. If it is a rate contract, it shall include timesheets detailing the hours worked and days worked and a narrative as to what work was completed. All work shall be directly related to the grant project and all subcontracting shall be done in accordance with the Contract.

Other: Any expense does that not fall within the above but which is approved in writing as an allowable expense by the Department shall include documentation that shows:

- a) The grantee was charged for and received the services; and
- b) The grantee paid for those services (this should be a cancelled check).

Travel: Expenses for Travel shall include:

- a) For vehicle travel: a mileage log documenting the travel ; and
- b) Receipts for travel related expenses (hotels, plane travel)

All travel shall comply with necessary state and federal regulations including those that pertain to the Buy Local Grant Program.

All expenses incurred shall show that they were paid by the Contractor. This shall be substantiated by cancelled checks and any other documentation requested by the Department that is necessary to confirm payment of the expenses by the Contractor.

Invoice Schedule:

The Contractor shall submit **two Invoices** per the schedule in Table 1 below for each year that the contract is in effect. If a project has not begun or no costs were incurred, the Contractor shall notify the Contract Manager in writing. The contractor may request an alternative invoice schedule based on project-specific needs, or if the schedule described below causes undue hardship.

Table 1: Invoice Schedule Summary

Quarter	Time Period	Submission Date
Quarter One	October 2 – December 31, 2017	January 30, 2018
Quarter Two	January 1 – June 30, 2018	July 30, 2018

Retainage:

The Department shall retain **5 percent** of the overall budget amount to ensure completion of the work under this project. The total amount retained shall be released to the Contractor once the Department has approved the Contractor's Final Report (see "Annual Performance Reporting Schedule").

Matching Funds:

The Contractor shall provide a report of matching funds with each invoice request. The Contractor does not need to submit supporting documentation with the invoice. However, supporting documentation shall be held by the Contractor and furnished in a timely manner if requested by the Department's Contract Manager.

Program Income:

Program Income is gross income received by the Contractor directly generated by the project activity (or as specified by the applicable state and federal requirements). If program income is earned, it must be used for: 1) expanding the project or program, and/or 2) continuing the projects or program after the grant support ends.

Any program income the Contractor has earned shall be reported to the Department on the Quarterly basis specified above. In addition to the report of income, quarterly reports shall show how any income was expended and how new or remaining program income is to be expended. All program income shall be treated as specified herein and in accordance with any applicable state and federal regulation including those that govern the Buy Local Grant Program.

State Acknowledgement:

Any printed material produced as part of the activities of this Contract may, at the Department's discretion, credit the Department. Any use of the Department logo or any of its program logos shall require prior written approval from the Department.

Annual Performance Reporting Schedule:

Final Report

Within 30 days of the conclusion of all project tasks, and no later than July 30, 2017, the Contractor shall submit a **final report** to the Department's Contract Manager containing the following information:

- 1) **Project Summary**
 - a) Background of the initial purpose of the project, including the specific issue, problem or needs that was addressed by the project;
 - b) Description of the importance and timeliness of the project; and
 - c) If the project built upon a project that previously received Specialty Crop Block Grant, describe how the project complemented and enhanced previously completed work.
- 2) **Project Approach**
 - a) A brief summary of activities performed and goals and / or targets achieved throughout the entire grant period. This should represent the activities/ goals and targets specified in Attachment B: Work Plan;
 - b) If the project benefited commodities other than specialty crops, indicate how the Contractor ensured that grant funds were used only to enhance the competitiveness of specialty crops; and
 - c) A summary of the contributions and roles of project partners.
- 3) **Goals and Outcomes Achieved**
 - a) A description of the activities that were completed in order to achieve the performance goals and measureable outcomes identified in Attachment B;
 - b) If the outcomes measured are long term, summarize the progress that has been made toward their achievement;
 - c) Illustration of baseline data that has been gathered to date and the progress towards achieving set targets;

- d) A comparison of actual accomplishments with the goals established for the grant period, including a comparison of baseline or benchmark data with quantifiable targets established prior to or in initial phases of the project; and
 - e) Summarize the major successful outcomes of the project in quantifiable terms.
- 4) **Beneficiaries**
- a) A description of the groups and other operations that benefited from the completion of this project's accomplishments; and
 - b) State the number of beneficiaries affect by the project's accomplishments and / or potential economic impact of the project.
- 5) **Illustration of the lessons learned as a result of completing this project**
- a) List and describe any recommendations, best practices, and other lessons learned during this project that would be transferable to other organizations in Massachusetts and nationwide.

A Final Report shall not be deemed complete unless approved by the Department's Contract Manager. The Department's Contract Manager may ask for any additional information or documentation related to the project in order to effectively monitor project completion.

AGENDA ITEM 8f

Authorizing the Execution of Certificates for Dissolving Septic Betterments (NO DOCUMENTS)