

AGENDA PACKET

01/24/18 REGULAR MEETING

AGENDA ITEM 5a

Approval of Minutes: Regular Meeting of January 10, 2018 (NO DOCUMENTS)

AGENDA ITEM 5b

Approval of Minutes: Regular Meeting of January 17, 2018 (NO DOCUMENTS)

AGENDA ITEM 6a

Budget Review: Cape Cod Commission (NO DOCUMENTS)

AGENDA ITEM 6b

Budget Review: Fiscal Year 2019 Capital Budget (NO DOCUMENTS)

AGENDA ITEM 6c

Budget Review: General Budget Discussion (NO DCOUMENTS)

AGENDA ITEM 7a

Discussion and action on correspondence from Harold Mitchell, Chairman of the Cape Cod Commission Board, dated January 11, 2018, recommending the appointment of Kristy Senatori as Acting Executive Director of the Cape Cod Commission effective February 5, 2018

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BARNSTABLE, MASSACHUSETTS 02630



CAPE COD
COMMISSION

(508) 362-3828 • Fax (508) 362-3136 • www.capecodcommission.org

January 11, 2018

Mr. Leo Cakounes, Chair
Barnstable County Commissioners
Superior Court House
P.O. Box 427
Barnstable, MA 02630

Dear Mr. Cakounes:

With the recent resignation of the Commission's Executive Director, Paul Niedzwiecki, the Cape Cod Commission's Executive Committee met today, January 11, 2018 at 2 p.m. to discuss the process to replace him. Mr. Niedzwiecki recommended to the Committee that Deputy Director Kristy Senatori be named as his replacement.

The Executive Committee discussed and agreed that due to budgetary constraints that there not be an outside search at this time, and that an acting executive director be named from within.

On behalf of the Executive Committee, I am pleased to report that the Committee voted unanimously to recommend to the Board of County Commissioners that Ms. Senatori be named Acting Executive Director of the Commission effective February 5, 2018 for a period of at least one year. It is the opinion of the Committee that Ms. Senatori is the most qualified candidate for the position.

The Executive Committee also voted to conduct a performance evaluation of Ms. Senatori no later than October 1, 2018 and forward to your board its decision to either begin a search for a new Executive Director or recommend that you confirm Ms. Senatori as the permanent Executive Director of the Cape Cod Commission.

Please let me know if you wish to discuss this or if any additional information is required. Thank you for your consideration.

Sincerely,

Harold Mitchell
Chairman, Cape Cod Commission

AGENDA ITEM 7b

Appointment of Commissioners to Committees (NO DOCUMENTS)

The following appointments may be voted on during the first Barnstable County Board of Regional Commissioners' meeting of the calendar year on 01/02/18, and are effective through 01/02/19 or until the Board names a successor:

Barnstable County Board of Regional Commissioners

Ronald R. Beaty

Leo G. Cakounes

Mary Pat Flynn

<u>BOARD</u>	<u>REPRESENTATIVE</u>	<u>ALTERNATE</u>	<u>MEETINGS</u>
AmeriCorps Advisory Council			Quarterly
Barnstable County Retirement Association			Monthly (Tuesdays)
Cape Cod Arts Foundation			Monthly
Cape Cod Commission			Twice a month (Thursdays)
Cape Cod Cooperative Extension			As needed
Cape Cod Economic Development Council			Monthly (Thursdays)
Cape Cod Metropolitan Planning Organization			Monthly (Mondays)
Cape Cod Municipal Health Group			Monthly (Tuesdays)
Cape Cod Water Protection Collaborative			Monthly (Wednesdays)
Cape & Islands Workforce Investment Board			Monthly (Tuesdays)
Cape & Vineyard Electric Cooperative			Every other Month (Thursdays)
Cape Light Compact			Monthly (Wednesdays)
Children's Cove Advisory Board			Quarterly (Wednesdays)
Human Services Advisory Council			Quarterly
National Seashore Advisory Council			Monthly

AGENDA ITEM 7c

Proposed Ordinance 18 - __ : Barnstable County Fiscal Year 2019 Capital Budget

BARNSTABLE COUNTY BOARD OF COMMISSIONERS
In the Year Two Thousand Eighteen
Ordinance 18-

To authorize the County to purchase capital equipment, and implement capital improvements for use in conducting the business of the County and to borrow money to pay, therefore;

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

The Board of Commissioners is hereby authorized to purchase capital equipment, and implement capital improvements for use in conducting the business of the County as follows:

Section 1.

- a. Purchase the following equipment for the Fire Training Academy for use in conducting business specific to the operations and services of the Barnstable County Commissioners:

<u>Item</u>	<u>Cost</u>	<u>Finance Account Number</u>
Purchase of Fire Service Training System:	\$200,000.00	0054608 5870 2019
Total Cost	\$200,000.00	

- b. Implement the following capital improvements for the Health & Environment Department – Laboratory Division for use in conducting business specific to the operations and services of the Barnstable County Commissioners:

<u>Item</u>	<u>Cost</u>	<u>Finance Account Number</u>
Laboratory – Equipment Replacement	\$154,000.00	0052038 5875 2019
Laboratory-Equipment Upgrade	\$34,000.00	0052038 5875 2019
Total Cost:	\$188,000.00	

The total cost of equipment, improvements and projects equals (=) \$388,000.00.

Section 2.

Ordinance 18-___: Barnstable County FY19 Capital Budget

January 1, 2018

For the purposes set forth in Section 1, the County Treasurer, with the approval of the County Commissioners, may borrow from time to time, on the credit of the County, such sums as may be necessary, and may issue bonds and or notes of the County therefore;

Section 3.

All bonds or notes issued pursuant to this proposed ordinance shall be signed by the County Treasurer and countersigned by a majority of the County Commissioners. The County may sell securities at public or private sale upon such terms and conditions as the County Commissioners may deem proper but not at prices of less than par value. Indebtedness incurred under this proposed ordinance shall, except as herein provided, be subject to Chapter 35 of the Massachusetts General laws.

Approved by the Board of Regional Commissioners _____ at _____
Date Time

Leo G. Cakounes, Chair

Ronald R. Beaty, Vice-Chair

Mary Pat Flynn, Commissioner

AGENDA ITEM 9a

Authorizing the filling of vacancies for two Deckhand positions for Barnstable County Dredge as recommended by the Reviewing Committee pursuant to the County Hiring Policy (NO DOCUMENTS)

AGENDA ITEM 9b

Authorizing the approval of a timesheet for Jack Yunits, County Administrator, for the period of January 7, 2018 through January 20, 2018 (NO DOCUMENTS)

AGENDA ITEM 9c

Authorizing the approval of unpaid leave for George Russell, Director of the Fire Rescue Training Academy (NO DOCUMENTS)

AGENDA ITEM 9d

Authoring the execution of various transfers in the total amount of \$49,910 in the Cape Cod Commission's Joint Initiatives Budget



TRANSFER REQUEST

Date: 1/17/2018
Dept: CCC/Joint Initiatives
Completed

Increase

org / obj	<u>0012601 5100 5005</u>	Amount	<u>25,252.00</u>
org / obj	<u>0012601 5100 5006</u>	Amount	<u>13,600.00</u>
org / obj	<u>0012609 5984 5005</u>	Amount	<u>367.00</u>
org / obj	<u>0012609 5984 5006</u>	Amount	<u>198.00</u>
org / obj	<u>0012609 5983 5005</u>	Amount	<u>2,275.00</u>
org / obj	<u>0012609 5983 5006</u>	Amount	<u>1,225.00</u>
org / obj	<u>0012609 5981 5005</u>	Amount	<u>4,545.00</u>
org / obj	<u>0012609 5981 5006</u>	Amount	<u>2,448.00</u>
		Total	<u>49,910.00</u>

Decrease

org / obj	<u>0012602 5239 5001</u>	Amount	<u>49,910.00</u>
org / obj	<u> </u>	Amount	<u> </u>
org / obj	<u> </u>	Amount	<u> </u>
org / obj	<u> </u>	Amount	<u> </u>
org / obj	<u> </u>	Amount	<u> </u>
		Total	<u>49,910.00</u>

Reason for transfer:

Required to cover costs for returning employee


Department Manager

County Administrator (only for Group to Group transfers under \$35,000)
County Commissioners (only for Group to Group transfers over \$35,000)

AGENDA ITEM 9e

Authorizing the execution of an agreement with the Massachusetts Department of Housing & Community Development, for a District Local Technical Assistance (DLTA) grant to the Cape Cod Commission, in the amount of \$186,965.00, for a period through December 31, 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: Barnstable County - Cape Cod Commission (and d/b/a):	COMMONWEALTH DEPARTMENT NAME: Department of Housing and Community Development MMARS Department Code: OCD
Legal Address: (W-9, W-4, T&C): 3225 Main Street, Barnstable, MA 02630	Business Mailing Address: 100 Cambridge Street, Suite 300, Boston, MA 02114
Contract Manager: Patty Daley	Billing Address (if different):
E-Mail: pdaley@capecodcommission.org	Contract Manager: Julissa Tavarez
Phone: 508-744-1212 Fax: 508-362-3136	E-Mail: julissa.tavarez@state.ma.us
Contractor Vendor Code: VC6000194979	Phone: 617-573-1407 Fax: 617-573-1460
Vendor Code Address ID (e.g. "AD001"): AD 001. (Note: The Address Id Must be set up for <u>EFT</u> payments.)	MMARS Doc ID(s):
RFR/Procurement or Other ID Number:	
<input checked="" type="checkbox"/> NEW CONTRACT 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 type="checkbox"/> Department Procurement (includes State or Federal grants <u>815 CMR 2.00</u>) (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 <u>Employment Status Form</u> , scope, budget) <input checked="" type="checkbox"/> Legislative/Legal or Other: (Attach authorizing language/justification, scope and budget)	<input type="checkbox"/> CONTRACT AMENDMENT Enter Current Contract End Date <u>Prior</u> 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). \$186,965.	
PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through <u>EFT</u> 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 <input type="checkbox"/> statutory/legal or Ready Payments (<u>G.L. c. 29, § 23A</u>); <input type="checkbox"/> 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.) _____	
ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: <input checked="" type="checkbox"/> 1. may be incurred as of the <u>Effective Date</u> (latest signature date below) and no obligations have been incurred prior to the <u>Effective Date</u> . <input type="checkbox"/> 2. may be incurred as of ____, 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 type="checkbox"/> 3. were incurred as of ____, 20 ____, 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 December 31, 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 <u>Commonwealth Terms and Conditions</u> , this Standard Contract Form including the <u>Instructions and Contractor Certifications</u> , the Request for Response (RFR) or other solicitation, the Contractor's Response, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in <u>801 CMR 21.07</u> , incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.	
AUTHORIZING SIGNATURE FOR THE CONTRACTOR: X: _____ Date: _____ (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>Leo Cakounes, Ronald Beaty, Mary Pat Flynn</u> Print Title: <u>Barnstable County Commissioners</u>	AUTHORIZING SIGNATURE FOR THE COMMONWEALTH: X: _____ Date: _____ (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>Louis Martin</u> Print Title: <u>Associate Director</u>

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



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 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, s. 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.

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



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 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 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 COMMBUYs subscription process at: www.commbuys.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 RFP 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. 4(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.

ATTACHMENT A

Cape Cod Commission
(Barnstable County)

2018

Scope of Work and Budget for District Local Technical Assistance Fund

I. General:

DHCD is entering into this contract with the Regional Planning Agency (RPA) to provide technical assistance to municipalities within the purposes of the trust fund authorized by M.G.L, c. 29, s. 2XXX, and any other general or special law, as described in this contract. Funding is authorized by Chapter 47, Acts of 2017, Acct. #1599 – 0026, which item supports several regionalization initiatives. Use of funds shall comply with the requirements of Section 6 of Chapter 205 of the Acts of 2006 as amended by Sections 6 and 7 of Chapter 310 of the Acts of 2006, which states that Regional Planning Agencies (RPAs) shall use District Local Technical Assistance Fund (DLTA Fund) allocations to provide technical assistance to their member municipalities. Pursuant to the statute as amended, payments from the DLTA Fund shall be made on order of the Division of Local Services (DLS) at the Department of Revenue (DOR) and requirements relating to the use and administration of funds shall be made by the Department of Housing and Community Development (DHCD). For the purpose of jointly administering the program, DLS and DHCD executed a Memorandum of Understanding on October 2, 2008 that is incorporated herein by reference.

II. Disbursement, Administration and Recoupment:

- a. Upon execution of this contract, DHCD shall notify DLS of the amount to be disbursed from the DLTA Fund to the RPA and provide the DLS with a copy of this Contract. Upon execution of this Contract and certification to DLS by DHCD, the RPA shall receive the DLTA funds directly from the Comptroller.
- b. The total amount of this contract reflects the statutory allocation for the RPA according to the formula in M.G.L., c. 29, s. 2XXX.
- c. The RPA shall maintain detailed records and books accounting for the expenditure of all DLTA funds and give DOR, DHCD and any other agency of the Commonwealth authorized by law, the right to inspect and examine such records. Upon request, the RPA shall explain any entry or expenditure.
- d. If any expenditure made by the RPA from the DLTA Fund does not comply with the purposes specified in this contract, the RPA shall pay an amount equal to the unauthorized expenditures to the Commonwealth upon the request of DHCD.

III. RPA Match:

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

IV. Project and Account Management:

- a. The RPA shall enter into an agreement with each municipality receiving technical assistance through this program. The agreement shall be in a form agreed to by the parties and shall detail a scope of work and budget. The RPA shall establish account codes that enable reports to include detailed expenditures by project.
- b. The RPA shall track expenditures in a manner that details actual direct labor, overhead (**131%**) and direct costs for the period. Staff members working on activities supported by the DLTA allocation shall be paid according to their usual rates and the drawdown of the funds shall occur based on these rates multiplied by the overhead rate. For reporting purposes, staff members providing direct labor to the program shall keep a record of their daily activities using the agency's official timesheet or a comparable reporting and record-keeping instrument.

V. Reporting:

a. Quarterly:

The RPA shall provide quarterly progress reports documenting tasks, expenditures, and the 10% match to DHCD and the Division of Local Services in electronic format. Quarterly reports shall be due not later than the 15th day of April 2018; July 2018, October 2018, and January 2019. The quarterly report shall address the activity of the prior 3 months, except the April 2018 report shall address activities undertaken from the effective date of this contract. **Each RPA shall use the reporting template provided by DHCD. The reporting of DLTA funds allocated to each project is essential information for the Administration's use in tracking DLTA funds.**

NOTE a1: Any project resulting from a proposal received from a "Community Compact" City or Town shall be separately highlighted in all quarterly reports. Similarly, any project resulting from a proposal received from a "Housing Choice Community" shall be separately highlighted in all quarterly reports.

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

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

b. Legislative Report

In compliance with the statute, the RPA shall also provide a report to DHCD that DHCD shall provide to the Senate Committee on Ways and Means, and the House Committee on Ways and Means, that documents all activities, expenses, matching funds, products, and outcomes of technical assistance for the current grant year in accordance with DHCD's Reporting Instructions. The report shall include a description of the criteria for selection of projects and activities for technical assistance and other narrative information deemed appropriate reflecting activity from contract start date through June 30. This report shall be due to DHCD by **July 15, 2018**. DHCD shall compile all individual RPA reports for the report to the House and Senate Ways and Means Committees as noted above.

- c. Final Report: The RPA shall provide a final report to DHCD and the Division of Local Services on or before the **15th day in January 2019**. The final report shall cover all DLTA activities, products, and financial expenditures, source and type of match for each project, and outcomes achieved/anticipated (e.g., regional agreement executed, regional agreement in progress, bylaw adopted, proposed bylaw on warrant for spring 2018 town meeting) for the period of the contract.

NOTE c1: Any project resulting from a proposal received from a "Community Compact" City or Town shall be separately highlighted in the final report. Similarly, any project resulting from a proposal received from a "Housing Choice Community" shall be separately highlighted in the final report.

VI. Priority Funding Areas for Technical Assistance Activities:

In concert with the Massachusetts Association of Regional Planning Agencies (MARPA), the state has identified the priority uses for DLTA funding. RPAs shall focus efforts to distribute the RPA allocation of DLTA funds between two general categories: 1) "Planning Ahead for Housing" (or to help reach the Statewide Housing Production Goal) or "Planning Ahead for Growth"; and 2) Community Compact Cabinet activities as identified below. The goal of the DLTA effort is to direct these funds to projects/activities that result in change in the municipality(ies) receiving these DLTA services, whether in

law, regulation, program management, or practice, that serve to further these objectives. At least 30% of DLTA funding should be used toward these state goals, and the solicitation of municipalities should emphasize these priorities: planning ahead for housing, planning ahead for growth, and Community Compact best practices. Community Compact best practices should include both those that the Administration is seeking to fund as part of the CCC program as a first priority and also best practices that explicitly align with CCC best practices but are not best practices identified in a signed CCC agreement.

VII. Use of Funds

Examples of eligible activities shall include:

- a. **Planning Ahead for Housing:** Planning and implementation activities that encourage and support affordable and market-rate housing production opportunities or support municipalities complying with new HUD fair housing regulations, specifically related to the Housing Goal of 135,000 new units by 2025, that may include, but are not limited to:
 - The development of market, mixed-income and affordable multi-family housing in transit-oriented-development locations, employment centers, downtown locations and state endorsed Priority Development Areas (PDAs) within the RPA's jurisdiction, including any "Gateway municipality" (see MGL, c. 23A, s. 3A);
 - The creation of as-of-right zoning districts such as those eligible under DHCD's Compact Neighborhoods policy or the Chapter 40R/Smart Growth statute including starter homes;
 - Consideration of Transfer Development Rights zoning districts including areas that may qualify as sending and receiving areas.
 - Development of Workforce housing under the Housing Development Incentive Program (HDIP) and Urban Center Housing TIF areas.
 - The creation of prompt and predictable permitting through an Expedited Permitting Priority Development Site using Chapter 43D for Residential;
 - Identifying challenges and solutions in respect to infrastructure requirements that affect the ability to construct multi-family residential projects in as-of-right zoning districts and parcels;
 - Identifying multi-family residential projects subject to the Permit Extension Act (as amended), assessing impediments to such projects, and recommending steps that the Commonwealth and/or the applicable municipality could realistically take to enable those projects to go forward;
 - Regional analysis of affordable and market-rate housing needs, to include, for example, preparation of a *Housing Production Plan* pursuant to 760 CMR 56.00 et. seq., and similar undertakings that may guide the execution of a compact among communities for locating affordable and market-rate housing.
 - Assisting one or several municipalities who must comply with requirements under the new Fair Housing regulation issued by HUD.
- b. **Planning Ahead for Growth:** Planning and implementation activities that encourage and support economic development opportunities that may include, but are not limited to:

- Identification, assessment and mapping of Priority Development Areas (PDAs) and Priority Preservation Areas (PPAs) at the local and regional levels, including discussion of specific areas for multi-family housing growth.
- Supporting prompt and predictable permitting through the Chapter 43D Expedited Permitting Program for Economic Development projects;
- Encouraging communities to use the Economic Development Self-Assessment Tool (EDSAT) to assess economic development opportunities within communities and/or regions and to develop implementation strategies based on EDSAT recommendations;
- Identifying challenges and solutions in respect to infrastructure requirements that affect the ability to advance economic development activities;
- At a city or town's request, identifying economic development projects subject to the Permit Extension Act (as amended), assessing impediments, and recommending steps that state and/or the applicable municipality could realistically take to enable those projects to go forward; and
- Developing or updating components of municipal master plans and providing technical assistance that supports the implementation of strategies which are designed to advance well-planned growth and development policies and practices.

c. Supporting the Community Compact, including regionalization

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

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

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

d. Supporting the Housing Choice Initiative

The regional planning agency shall work with Administration to generally support the Housing Choice Initiative (HCI) and those communities that are seeking assistance to achieve Designation under the HCI. The HCI will designate communities who have produced certain levels of housing and have best practices that allow for compact housing development. First priority shall be to support Designated Housing Choice Communities, regional planning agencies are encouraged to prioritize requests for communities seeking to achieve HC Designation. The activities under "Planning Ahead for Housing" qualify as best practices under the HCI.

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

VIII. Solicitation of technical assistance requests:

- a. In soliciting technical assistance requests from communities, RPAs should encourage cities and towns to submit projects to achieve Community Compact best practices (see Executive Order #554) that are within the expertise of said RPA.
- b. The RPA shall issue a minimum of 2 solicitations for DLTA projects to member communities within 6 months of execution of this Agreement, unless such requirement shall be waived by DHCD.
- c. The RPA may use various approaches to inform municipalities of the availability of DLTA funds. Each solicitation shall prominently reference the priority uses of the DLTA funds as described in this contract, shall contain the project/selection activity criteria, and shall explain the process for municipalities or groups of municipalities to propose a project/activity. At least 2 notices shall be delivered by U.S. Mail to the Chief Executive Officer of the RPA's member municipalities, and the RPA representative for each member city and town. Further, the RPAs may post information on the RPA's web site, include an announcement in electronic or hard copy newsletters, hold information sessions, make presentations at RPA membership meetings, and/or make presentations at the request of one or more municipalities in the region. DHCD shall receive prior written notice of any presentations made relating to DLTA at any RPA membership meeting(s), including, but not limited to, presentations to subgroups of the RPA's membership.
- d. Unless the RPA has allocated all of its funds as a result of the first solicitation, a second solicitation shall occur as the RPA shall determine, provided, however, that it takes place within 4 months of the initial solicitation. The RPA shall note in its first quarterly report if all funds have been allocated to project proposals received, making a second solicitation unnecessary.
- e. DHCD shall provide to the RPA a specific response regarding redirection of any amount of its allocation remaining for other uses as allowed by MGL, c. 29, s. 2XXX.

IX. Criteria for Project/Activity Selection:

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

The RPA shall submit its project/activity selection criteria to DHCD by January 15, 2018.

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

X. Expected Products/Deliverables:

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

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

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

Community Compact Cabinet Best Practices

Education Best Practices

Best Practice: Map community's priorities, funding and assessments for children from birth to age eight in order to better align resources and achieve greater impact.

Best Practice: Focus on college and career planning beginning in middle school and continuing through high school in order to ensure that all students have access to the opportunities that provide both experience and help to foster informed decisions about college and career pathways.

Best Practice: Maximize opportunities for students to access specialized vocational education through collaborations between regional vocational technical schools, comprehensive high schools and community colleges.

Best Practice: Understand projected changes in student enrollment and demographics and the impact of those changes on the school district's budget and operations in order to provide a district with the needed information to develop a strategic plan for its future.

Best Practice: Coordinate and communicate key student- and school-level data in real-time in order to inform decision-making and reporting.

Energy and Environment Best Practices

Energy Efficiency and Renewable Energy

Best Practice: Become a Green Community pursuant to M.G.L. c. 25A §10 to realize the energy & environmental benefits

Best Practice: Adopt Zoning for Renewable Energy to reduce GHG emissions and fuel costs

Best Practice: Expedite Permitting for Renewable Energy in order to provide clear and predicate approvals

Best Practice: Complete an Energy Use Baseline so that the community can set goals and track performance

Best Practice: Produce an Energy Use Reduction Plan that lists intended activities and the parties responsible

Best Practice: Purchase Fuel-Efficient or Electric Vehicles to increase vehicle efficiency and reduce GHG emissions and fuel costs

Best Practice: Encourage or Require Energy Efficient & Sustainable Construction to reduce energy & resource use in homes & businesses

Best Practice: Realize or Exceed a Green Community Obligation in order to further reduce emissions & costs

Best Practice: Obtain Green Community 2.0 Status in order to establish a municipal GHG reduction target

Best Practice: Construct Zero Energy Buildings to eliminate GHG emissions, reduce cost, & enhance resiliency

Best Practice: Provide Electric Vehicle Infrastructure to facilitate the purchase & use of electric vehicles

Best Practice: Complete a Community Energy Audit & Manage Energy Consumption to use energy effectively and save money

Best Practice: Undertake a Behavioral Effort to Reduce Energy Use to educate and inspire people to cut their energy use

Climate Change Mitigation

Best Practice: Plan Ahead to mitigate climate change by establishing goals, creating an action plan, assigning responsibility, and tracking progress

Best Practice: Use Renewable Energy instead of fossil fuels by generating or purchasing clean power and by zoning for renewable power generation

Best Practice: Increase Energy Efficiency in order to reduce power consumption, fuel costs, and GHG emissions

Best Practice: Promote Fuel Efficient Transportation to reduce municipal transportation emissions & those from people living/working in the community

Best Practice: Encourage Sustainable Development to reduce, through higher density & mixed-use, the number distance of car trips & resulting GHG emissions

Best Practice: Protect and Manage Natural Resources to reduce carbon emissions from loss of natural land cover and to encourage carbon sequestration

Best Practice: Reduce Municipal Solid Waste and Increase Recycling in order to reduce GHG emissions associated with solid waste disposal

Best Practice: Conserve Water & Increase the Efficiency of Municipal Water/Wastewater Systems as they consume a lot of energy

Climate Change Adaptation & Resilience

Best Practice: Protect Vulnerable Populations to decrease risk to people who are more susceptible to climate change effects & less able to adapt

Best Practice: Inventory Existing Resources & Assess Vulnerabilities to enable the community to prioritize climate change adaptation strategies

Best Practice: Plan for Climate Change Adaptation to assess cost, risk, and potential solutions and produce a plan of action to enhance municipal resiliency

Best Practice: Implement Structural Improvements & Nature Based Approaches to protect buildings and infrastructure

Best Practice: Encourage Sound Land Use that minimizes risk and costs associated with climate change for new development and redevelopment projects

Best Practice: Prepare for Emergencies by completing an Emergency Management Plan or otherwise readying the community for storm events

Sustainable Development and Land Protection

Best Practice: Complete a Master or Open Space & Recreation Plan to guide land conservation & development decisions including zoning & land acquisition

Best Practice: Zone for Natural Resource Protection, Transfer of Development Rights, Traditional Neighborhood, or Transit Oriented Development

Best Practice: Adopt a Tree Retention Bylaw to preserve tree cover when a parcel is subdivided or redeveloped

Best Practice: Invest in Land Conservation or Park Creation/Restoration to protect key parcels of land from development & provide recreational opportunities

Best Practice: Enhance Consistency with a Land Use Priority Plan to achieve shared local, regional, and state land conservation & development goals

Water Resource Management

Best Practice: Require Localized Flood Protection Best Practices to manage water movement & protect lives, public safety, infrastructure, & critical assets

Best Practice: Implement Stormwater Management Measures so that land use regulations help promote infiltration, control flooding, and reduce pollution

Best Practice: Manage Water System Assets so that the condition of infrastructure is known & a plan for regular maintenance & rehabilitation is implemented

Best Practice: Complete Water Audits & Mitigate Leaks to reduce distribution system water losses and associated budgetary & environmental impacts

Best Practice: Protect Public Water Sources in order to reduce potential threats to water quality and the public health of system customers

Best Practice: Implement Water Conservation Measures to ensure long-term water resource sustainability, enable growth, & avoid new source development

Best Practice: Address Infiltration and Inflow to reduce unintended storm and waste water in the system and the cost of treating it

Best Practice: Implement Energy Efficiency Measures and Generate Clean Energy to reduce energy bills and GHG emissions

Best Practice: Utilize Advanced Financing Tools such as an enterprise fund, stormwater utility, or water bank to finance water/waste/storm water systems

Best Practice: Establish Full Cost Pricing so that users pay the true cost for all aspects of water, sewer, or storm water management & service delivery

Best Practice: Institute an Inter-Municipal Agreement in order to realize the economic and technical efficiencies of a regional approach to water infrastructure

Waste Management

Best Practice: Enhance Waste Ban Compliance so that recyclable and hazardous materials are diverted from the waste stream and reused or recycled

Best Practice: Develop Waste Contracts that are fiscally, environmentally, and otherwise beneficial to the community

Best Practice: Reduce Municipal Solid Waste and Increase Recycling by following smart waste practices

Site Cleanup

Best Practice: Complete a Brownfields Inventory so that the community is aware of all abandoned & underutilized properties & can develop plan of action

Best Practice: Conduct Site Assessments to determine the nature and extent of contamination and develop a plan of action

Best Practice: Clean Sites to prevent further releases or the spreading of contaminants and to bring sites back into productive use

Best Practice: Offer Tax Incentives to help property owners finance sometimes expensive site assessment and remediation

Best Practice: Update Regulations to remove barriers to redevelopment and encourage productive reuse of brownfield sites

Best Practice: Track Cleaned Sites with Activity and Use Limitations in order to ensure that future property uses don't endanger public health

Best Practice: Engage & Educate Property Owners and the Public to enhance citizen safety and understanding of brownfield issues, resources, and reuse plans

Local Agriculture and Silviculture

Best Practice: Adopt a Right to Farm By-law/Ordinance to clearly indicate that agriculture is a local priority and to minimize abutter conflicts

Best Practice: Establish an Agricultural Commission to advocate for local farms, administer a right to farm bylaw, & otherwise represent agricultural interests

Best Practice: Establish a Farmers Market to provide a venue for local farmers to sell and for residents to purchase locally grown farm products

Best Practice: Support Sustainable Forestry to help the forest economy in rural areas, improve forest habitats, and assist in the conservation of forest land

Best Practice: Increase Agricultural Marketing to enhance awareness and patronage of local agricultural businesses

Best Practice: Support Aquaculture to help local businesses that cultivate aquatic plants or animals

Best Practice: Promote Urban Agriculture in order to increase access to fresh produce and encourage community revitalization

Best Practice: Protect Farm and Commercial Forest Land permanently through zoning and land acquisition

Best Practice: Source Locally Grown or Produced Foods for Local Schools to provide healthier and better tasting meals and to benefit local farmers

Best Practice: Support Local Horticulture and Floriculture to benefit local businesses & enhance the largest agricultural industry in Massachusetts

Best Practice: Plant Trees in order to reduce energy use, fuel costs, GHG emissions & stormwater runoff & increase property values

Financial Management Best Practices

Best Practice: Establish a Budget document that details all revenues and expenditures, provides a narrative describing priorities and challenges, and offers clear and transparent communication of financial policies to residents and businesses.

Best Practice: Develop, document and implement Financial Policies and Practices including reserve levels, capital financing, and use of Free Cash. Such policies should identify the responsible parties and procedural steps necessary to carrying out the directed strategy or action.

Best Practice: Develop and utilize a Long-range Planning/Forecasting Model that assesses both short-term and long-term financial implications of current and proposed policies, programs and assumptions over a multi-year period.

Best Practice: Prepare a Capital Improvement Plan that reflects a community's needs, is reviewed and updated annually, and fits within a financing plan that reflects the community's ability to pay.

Best Practice: Review and evaluate Financial Management Structure to ensure that the structure and reporting relationships of the community's finance offices support accountability and a cohesive financial team process.

Best Practice: Utilize Financial Trend Monitoring, modeled after the ICMA's Financial Trend Monitoring System (FTMS).

Housing and Economic Development Best Practices

Preparing for Success

Best Practice: Create an Economic Development Plan that engages diverse stakeholders, leverages local and regional economic strengths and assets, encourages innovation and entrepreneurship, and/or promotes workforce development planning and implementation.

Best Practice: Align Land Use Regulations, especially zoning, capital investments, and other municipal actions with Housing Development, Economic Development, Master, Land Use Priority or other plans for future growth. Promote development and reuse of previously developed sites.

Best Practice: Create and Distribute an Economic Development Guide/Manual to not only promote development goals and priorities, but also specifically and clearly outlines the community's policies and procedures related to zoning and permitting.

Best Practice: Create Opportunities for Engaging Diverse Stakeholders in economic development efforts, such as to assist with identification of priority development projects, improve local permitting processes, and proactively address obstacles to housing/job creation.

Best Practice: Create Cross-Sector Partnerships to help carry out community-driven responses to community-defined issues and opportunities for economic development.

Best Practice: Create a District Management Entity that engages public/private stakeholders to develop and support downtown revitalization efforts.

Best Practice: Adopt as-of-Right Zoning and/or Streamlined Permitting to promote development in priority districts.

Best Practice: Adopt Zoning for Mixed-Use Development, including Transit Oriented Development, where appropriate.

Best Practice: Adopt Chapter 40R Smart Growth zoning to facilitate the creation of dense residential or mixed-use smart growth zoning districts, including a high percentage of affordable housing units, to be located near transit stations, in areas of concentrated development such as existing city and town centers, and in other highly suitable locations.

Competitiveness

Best Practice: Engage in an Economic Development Self-Assessment exercise to identify strengths, weaknesses, and areas of opportunity.

Best Practice: Establish and Utilize Performance Data to evaluate the competitiveness of the community, conduct year to year comparisons, and measure performance against comparable communities.

Best Practice: Create a Public Dashboard to benchmark, monitor, and communicate to the public regarding various housing and economic development performance measures.

Housing

Best Practice: Create a Housing Production Plan (HPP) that accounts for changing demographics, including young families, changing workforce, and an aging population.

Best Practice: Amend Zoning By-Laws to allow for increased density and housing opportunities in a manner that is consistent with neighborhood character.

Best Practice: Develop Sector Strategies and Plans in collaboration with various providers and stakeholders to address homelessness for specific high need population groups, such as homeless youth, veterans, and/or families.

Best Practice: Complete an Assessment of Fair Housing Report, including strategic goals in alignment with HUD's new rules to affirmatively further fair housing. Using HUD data, local data and knowledge, a significant community participation process, and the assessment tool provided by HUD, the community will prepare, complete, and submit its AFH to HUD.

Urban Renewal Planning

Best Practice: Determine need and appropriateness of establishing an Urban Renewal Entity in accordance with MGL chapter 121B. If prepared to proceed, develop action plan and timeline for the creation of the urban renewal entity.

Best Practice: Prepare an Urban Renewal Plan Application in accordance with MGL chapter 121B in partnership with the urban renewal entity.

Human Resources Best Practices

Best Practice: Cost-Out Collective Bargaining proposals so that the impact of the total package is known. This provides the municipality with a clear understanding of both short-term and long-term budgetary impacts.

Best Practice: Develop a Workplace Safety program so that the risk of on-the-job injuries is minimized.

Best Practice: Develop a formal Wage and Classification Plan that details, at a minimum, job descriptions, employee grades, and salary ranges, thereby providing the municipality with a tool to make pay decisions that are reasonable in comparison to similar work being carried out in all areas of city/town government.

Best Practice: Develop Employee Policies and Procedures for things such as discrimination, sexual harassment, information technology use, drug and alcohol, use of social media, and town-owned vehicles.

Best Practice: Manage employee benefit costs such as health insurance, dental insurance, unemployment insurance, and worker's compensation/111F; includes eligibility review and evaluation of insurance choices.

Best Practice: Prepare a Succession Plan to help address the pending wave of retirements that will challenge a municipality's ability to maintain service levels.

Best Practice: Explore Centralized Human Resources/Personnel Operations to improve service delivery and build efficiencies.

Information Technology Best Practices

Strategic Planning

Best Practice: Develop a Long-Term IT Financial Strategy to include capital and operating expenses.

Best Practice: Develop a Municipal IT Consolidation Strategy that maximizes technology investments across schools, public safety and municipal buildings.

Best Practice: Develop a Regional Shared IT Services Program that leads to productive partnerships across multiple communities and/or school districts to maximize regional technology investments.

Best Practice: Develop a Comprehensive IT Strategy focused on better aligning technology investment with short and long-term organizational priorities.

Best Practice: Implement a Cyber Security Training Program that ensures staff is aware of, know how to prevent and know how to respond to cyber security threats.

Transparency & Data Standards

Best Practice: Develop an Open Data Policy or Ordinance that increases transparency and makes electronic data available in a machine-readable format.

Best Practice: Deploy an Open Checkbook and/or Open Budget Solution that is easily consumed by the public and promotes transparency.

Best Practice: Implement Address and Parcel Data Standards that lead to better quality mapping, facilitate the deployment of NextGen911, create a foundation for system integration and open opportunities for collaboration with peer communities and state government.

Best Practice: Deploy Municipal Data Standards that lead to municipal system integration leading to performance management capabilities.

Best Practice: Deploy a Regional Data Sharing Program that promotes better communication, collaboration or benchmarking with other communities.

Best Practice: Deploy a Public Information Request Solution that improves the public request intake and tracking process.

Business Continuity

Best Practice: Perform an IT Assessment that results in a written evaluation and recommendations, including a review of organizational structure and staffing.

Best Practice: Implement an Offsite Backup Solution that results in municipal data being stored safely offsite, and includes relevant policies and procedures to ensure effective ongoing backup.

Best Practice: Implement a Solution to Digitize Paper Records that results in operational efficiencies and improved responsiveness to the public.

Best Practice: Develop Resiliency, Recovery and Contingency Plans that are aligned with community realities and position the community to effectively manage unforeseen events.

Best Practice: Perform a Cyber Security Assessment to analyze whether there is risk of unauthorized access, implement or improve policies and procedures appropriate for the technology environment and identify steps to remediate any problems identified.

Citizen Engagement

Best Practice: Create a Social Media Strategy to actively engage the public in local events and government processes via social media platforms.

Best Practice: Create a Website Strategy to promote user friendliness and intuitive navigation.

Best Practice: Deploy and Engage the Public around a New Technology Process or Initiative to raise public awareness and promote the new process or initiative.

Public Accessibility Best Practice

Best Practice: Undertake an Americans with Disabilities Act (ADA) Self-Evaluation and Develop a Transition Plan to comply with Federal civil rights laws that require public buildings to be accessible to persons with disabilities.

Public Safety Best Practices

Best Practice: Conduct Active Shooter Preparedness and Response Training in collaboration with the Massachusetts State Police Tactical Operations (STOP) Team, onsite with local law enforcement.

Best Practice: Establish an Emergency Preparedness Plan in partnership with the Massachusetts Emergency Management Agency (MEMA) to develop and enhance a community's disaster and emergency response capabilities.

Best Practice: Establish Hazardous Material Response Protocols in conjunction with Regional Hazardous Materials Response Teams under the Department of Fire Services, to enable cities and towns to protect their citizens, the environment, and property during incidents involving a release or potential release of hazardous materials.

Best Practice: Hold In-service Training Programs for Municipal Police to better prepare local police officers and first responders for incidents involving domestic violence, mental health disorders, and substance abuse.

Best Practice: Convene an opioid task force, consisting of key stakeholders, to identify, implement, coordinate and improve strategies around the prevention, intervention, treatment and recovery of substance use disorders.

Best Practice: Adopt Standardized Tools for Domestic Violence Cases by partnering law enforcement with local domestic violence organizations to adopt a best practice policy on training and implementation of standardized, evidence informed danger and strangulation tools. Municipalities are encouraged to apply individually or as a collective.

Regionalization/Shared Services

Best Practice: Regionalize services and share resources among municipalities for efficient and effective service delivery to residents and taxpayers in this era of shrinking budgets, loss of seasoned employees to retirement, and increased need for service improvements.

Transportation / Public Works Best Practices

Citizen Safety

Best Practice: Develop a Safe and Mobile Older Drivers plan for the aging of the population by proactively addressing older driver issues, including education for older road users, infrastructure improvements, and transportation options.

Best Practice: Enhance citizen safety by establishing community-based programs to increase pedestrian, automobile and motorcycle safety. The community will demonstrate participation in the Commonwealth's Office of Public Safety and Security's trainings and conferences as well as the dissemination of public safety information to citizens.

Best Practice: Ensure Safe Infrastructure so as to provide a safer environment for all users and modes by implementing traffic engineering enhancements. The municipality will demonstrate regular and routine improvements on locally-funded roads, such as cutting back vegetation at intersections where it is known to interfere with sight distance, clearing brush that obscures traffic signage, renewing or installing pavement markings, conducting nighttime surveys to check visibility and retro reflectivity, implementing traffic calming measures at known high crash locations.

Active Transportation

Best Practice: Implement the Complete Streets Program by becoming certified through MassDOT and demonstrate the regular and routine inclusion of complete streets design elements and infrastructure on locally-funded roads.

Best Practice: Utilize Transit-Oriented Development (TOD) fundamentals to create zoning around transit centers that maximizes bike, pedestrian, and transit use and which allows for lower levels of required parking and mixed use to put needed amenities near population centers.

Best Practice: Develop a Safe Routes to School program that also includes student education on pedestrian safety.

Training

Best Practice: Participate in the Bay State Roads, which provides on-going training and helps municipalities share ideas and information with other communities about state of the art planning, design, and operational information for city and town public works managers.

Asset and Infrastructure Management

Best Practice: Inventory and Geo-Code all public works assets so that a database of every public works asset is created, geocoded and condition rated, which is used to inform capital planning, as well as emergency repair.

Best Practice: Develop a Pavement Condition Index that rates street condition for the municipality.

Best Practice: Develop a Multi-Year Vehicle Maintenance and Replacement Plan for their municipal vehicle fleet.

Best Practice: Develop a Bridge / Culvert Preventative Maintenance plan to help prolong the life of these critical transportation assets.

ATTACHMENT B

BUDGET

DLTA ALLOCATION	10% MATCH
\$186,965	\$18,697

(\$2.8 million allocation formula described in M.G.L, c. 29, s. 2XXX)

**COMMONWEALTH OF MASSACHUSETTS
CONTRACTOR AUTHORIZED SIGNATORY LISTING**

Issued May
2004



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

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

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

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

AUTHORIZED SIGNATORY NAME	TITLE
Leo Cakounes	Chair, Barnstable County Commissioners
Ronald Beaty	Vice-Chair, Barnstable County Commissioners
Mary Pat Flynn	Barnstable County Commissioner

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

Signature

Date:

Title: County Administrator

Telephone: 508-375-6646

Fax: 508-362-4136

Email: jack.yunits@barnstablecounty.org

[Listing can not be accepted without all of this information completed.]

A copy of this listing must be attached to the "record copy" of a contract filed with the department.

**COMMONWEALTH OF MASSACHUSETTS
CONTRACTOR AUTHORIZED SIGNATORY LISTING**

Issued May
2004



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

PROOF OF AUTHENTICATION OF SIGNATURE

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

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

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

Title: Chair, Barnstable County Commissioners

X

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

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

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

_____, 20 ____.

My commission expires on:

AFFIX NOTARY SEAL

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

_____, 20 ____.

AFFIX CORPORATE SEAL

COMMONWEALTH OF MASSACHUSETTS CONTRACTOR AUTHORIZED SIGNATORY LISTING



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

PROOF OF AUTHENTICATION OF SIGNATURE

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

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

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

Title: Vice-Chair, Barnstable County Commissioners

X _____

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

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

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

_____, 20 ____.

My commission expires on:

AFFIX NOTARY SEAL

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

_____, 20 ____.

AFFIX CORPORATE SEAL

**COMMONWEALTH OF MASSACHUSETTS
CONTRACTOR AUTHORIZED SIGNATORY LISTING**

Issued May
2004



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

PROOF OF AUTHENTICATION OF SIGNATURE

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

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

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

Title: Barnstable County Commissioner

X

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

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

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

_____, 20 ____.

My commission expires on:

AFFIX NOTARY SEAL

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

_____, 20 ____.

AFFIX CORPORATE SEAL

AGENDA ITEM 9f

Authorizing the creation of a new fund for an agreement with the Massachusetts Department of Housing & Community Development, for a District Local Technical Assistance (DLTA) grant to the Cape Cod Commission, in the amount of \$186,965.00, for a period through December 31, 2018

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



CAPE COD
COMMISSION

(508) 362-3828 • Fax (508) 362-3136 • www.capecodcommission.org

DATE: January 12, 2018
TO: Barnstable County Commissioners
FROM: Gail Coyne, Chief Fiscal Officer
RE: New Fund Request

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

Thank you for your consideration.

Leo Cakounes, Chair

Ronald Beaty, Vice-Chair

Mary Pat Flynn, Commissioner

Date

AGENDA ITEM 9g

Authorizing the execution of an agreement with the Massachusetts Executive Office of Energy & Environmental Affairs, for a grant to the Cape Cod Commission, in the amount of \$100,000.00, for a period through June 30, 2019, for the Community Resiliency By Design Program, to work with the Towns of Eastham, Orleans and Falmouth to advance utilization of existing zoning for compact residential development

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: Barnstable County through Cape Cod Commission (and d/b/a): Legal Address: (W-9, W-4,T&C): 3195 Main Street Barnstable, MA 02630 Contract Manager: Heather Harper, Community Design/Affordable Housing Specialist E-Mail: heather.harper@capecodcommission.org Phone: 508-744-1225 Fax: 508-362-3136 Contractor Vendor Code: 6000194979 Vendor Code Address ID (e.g. "AD001"): AD ____ (Note: The Address Id Must be set up for EFT payments.)	COMMONWEALTH DEPARTMENT NAME: Exec. Office of Energy and Env. Affairs MMARS Department Code: Business Mailing Address: 100 Cambridge Street, 9 th Floor Boston, MA 02114 Billing Address (if different): Contract Manager: Kurt Gaertner E-Mail: Kurt.Gaertner@state.ma.us Phone: 617-626-1154 Fax: 617-626-1181 MMARS Doc ID(s): RFR/Procurement or Other ID Number: ENV 18 DCS 11
<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: ____. 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 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). \$100,000 _____.	
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.) EEA & the Cape Cod Commission hereby contract for the Commission's "Community Resiliency by Design" proposal as detailed in the attached materials.	
ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: <input checked="" type="checkbox"/> 1. may be incurred as of the Effective Date (latest signature date below) and no obligations have been incurred prior to the Effective Date . <input type="checkbox"/> 2. may be incurred as of _____, 20____, a date LATER than the Effective Date below and no obligations have been incurred prior to the Effective Date . <input type="checkbox"/> 3. were incurred as of _____, 20____, a date PRIOR to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.	
CONTRACT END DATE: Contract performance shall terminate as of June 30, 2019 _____, 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 Contractor Certifications (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 Instructions and Contractor Certifications , 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 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.	
AUTHORIZING SIGNATURE FOR THE CONTRACTOR: X: _____ Date: _____ (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>Leo Cakounes, Ronald Beaty, Mary Pat Flynn</u> _____ Print Title: <u>Barnstable County Commissioners</u> _____	AUTHORIZING SIGNATURE FOR THE COMMONWEALTH: X: _____ Date: _____ (Signature and Date Must Be Handwritten At Time of Signature) Print Name: _____ Print Title: _____

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



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 1099I 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 Comm-PASS, the Contract Manager must be listed on the Vendor Section tab.

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 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 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

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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 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

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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](#); [TJR 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 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 SmartBid subscription process at: [www.comm-pass.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

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



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.

COMMONWEALTH OF MASSACHUSETTS
CONTRACTOR AUTHORIZED SIGNATORY LISTING

Issued May
2004



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

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

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

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

AUTHORIZED SIGNATORY NAME	TITLE
Leo Cakounes	Chair, Barnstable County Commissioners
Ronald Beaty	Vice-Chair, Barnstable County Commissioners
Mary Pat Flynn	Barnstable County Commissioner

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

Signature

Date:

Title: County Administrator

Telephone: 508-375-6646

Fax: 508-362-4136

Email: jack.yunits@barnstablecounty.org

[Listing can not be accepted without all of this information completed.]

A copy of this listing must be attached to the "record copy" of a contract filed with the department.

**COMMONWEALTH OF MASSACHUSETTS
CONTRACTOR AUTHORIZED SIGNATORY LISTING**

Issued May
2004



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

PROOF OF AUTHENTICATION OF SIGNATURE

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

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

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

Title: Chair, Barnstable County Commissioners

X

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

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

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

_____, 20 ____.

My commission expires on:

AFFIX NOTARY SEAL

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

_____, 20 ____.

AFFIX CORPORATE SEAL

COMMONWEALTH OF MASSACHUSETTS CONTRACTOR AUTHORIZED SIGNATORY LISTING



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

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It is recommended that Departments obtain authentication of signature for the signatory
who submits the Contractor Authorized Listing.**

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

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

Title: Vice-Chair, Barnstable County Commissioners

X _____

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

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

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

_____, 20 ____.

My commission expires on:

AFFIX NOTARY SEAL

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

_____, 20 ____.

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**COMMONWEALTH OF MASSACHUSETTS
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who submits the Contractor Authorized Listing.**

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

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

Title: Barnstable County Commissioner

X

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

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

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

_____, 20 ____.

My commission expires on:

AFFIX NOTARY SEAL

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signature of the aforementioned signatory above, that I verified the individual's identity and confirm the individual's
authority as an authorized signatory for the Contractor on this date:

_____, 20 ____.

AFFIX CORPORATE SEAL



CAPE COD
COMMISSION

Community Resiliency by Design

EEA PLANNING ASSISTANCE GRANT

CAPE COD COMMISSION

OCTOBER 23, 2017



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Project Overview



CAPE COD
COMMISSION

PROJECT TITLE : COMMUNITY RESILIENCE BY DESIGN

Proposed Project Cost EEA Funds: \$100,000
Non-State Match: \$36,000

Primary Contact: Heather Harper
Community Design/Affordable Housing Specialist
Cape Cod Commission
3225 Main Street
Barnstable, MA 02630
email: heather.harper@capecodcommission.org
p: 508-744-1225
f: 508-362-3136

Recipient Institution: Barnstable County DUNS No. 076612407

Project Team: Heather Harper, Community Design/Affordable
Housing Specialist
Sharon Rooney, Chief Planner
Leslie Richardson, Chief Economic Development Officer
Chloe Shaefer, Community Design Planner
Anne Reynolds, GIS Director
Heather Cormier, GIS Analyst



Project Description

PROJECT GOAL

To meet the housing needs of Cape Cod residents by supporting and promoting a regional and local development processes that are clear, predictable, and result in projects that support sensitive environmental systems, and limit the need for expansive infrastructure.

PROJECT PURPOSE

Community preferences for building form are essential to achieving the support for necessary regulatory reform. We propose to develop compact-form preference models in three community areas representative of Cape Cod development patterns. These preference models will improve predictability, advance the utilization of existing zoning, regulatory codes and unique regional land use tools, and area master planning. The project will allow the Cape Cod Commission (“the Commission”) and Cape municipalities to enhance utilization of compact form tool by improving stakeholder engagement by providing visual and 3D representations of viable solutions to the land development constraints facing Cape Cod, including a lack of affordable housing options and a proliferation of single-family homes on large lots.

The Commission will focus on three case studies for this project. The case examples were carefully selected to; advance the utilization of existing zoning for compact residential development, represent development patterns common throughout Barnstable County, and support existing planning projects underway in collaboration with the Towns:

- Town of Eastham: Rural Highway Commercial Corridor
- Town of Orleans: New England Village Redevelopment and Infill
- Town of Falmouth: Commercial Redevelopment and Infill

In addition to generating these compact-form preference models, this project will engage the development community through a Developers Roundtable, providing development proforma, and developing a model concept form-based-code regulation. Engaging practitioners in the visioning stages for compact development will allow stakeholders to share feedback, best practices, areas of need, and other knowledge that will assist in its implementation in the region.

The Commission will add these features our regional 3D model and land economics tools allowing for pragmatic, real-life analysis of the impacts of and local preferences for development options.



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BACKGROUND

THE CASE FOR COMMUNITY RESILIENCY BY DESIGN

Modern patterns of development and protective regulatory measures on Cape Cod have resulted in unintended environmental consequences in the region. Between 2001 and 2011, Cod saw the loss of 2,300 acres of forest cover (2.5% of its total), with 70% of the loss replaced by development.

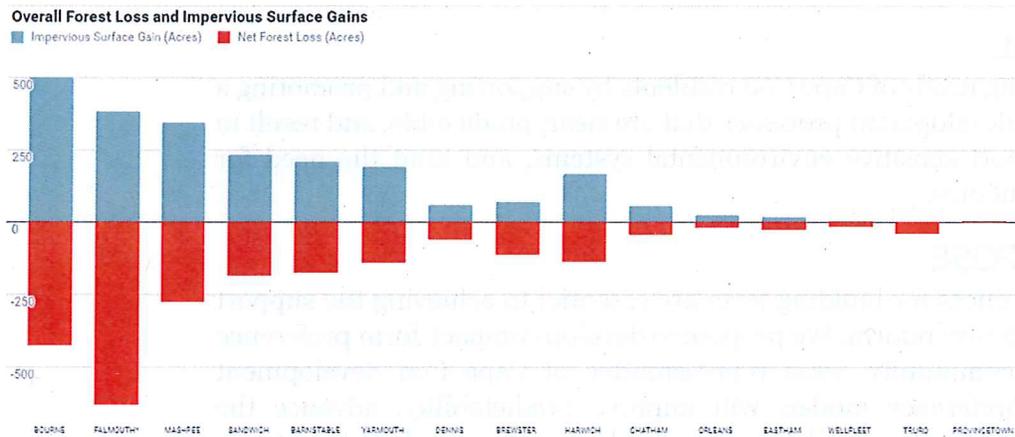


Figure 1. Overall Forest Loss and Impervious Surface Gains by Town on Cape Cod, 2001-2011. Source: Cape Cod Commission.

The fifteen towns on the Cape also face high infrastructure costs as they address water quality issues in water bodies impaired by nutrients. The Cape Cod 208 Plan

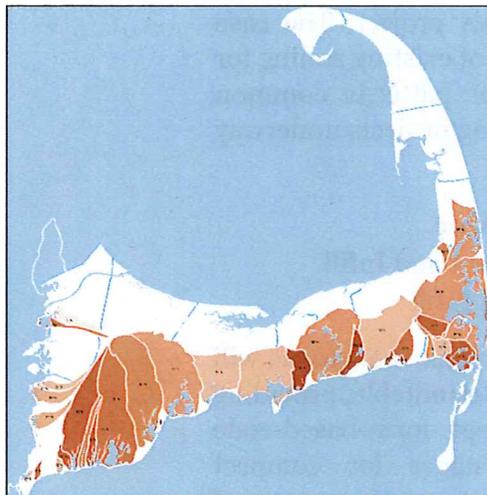


Figure 2. Nitrogen removal needs by watershed

provides a path forward for restoration of the coastal waters that define this iconic region. Action is still needed to achieve the goals of nitrogen reduction and improved water quality Cape wide. Significant region-wide momentum is tempered by ongoing challenges, particularly securing funding for both local project implementation and concerns about affordability impacts, particularly to year-round residents. Compact development in the areas supported by water quality infrastructure could help reduce unit costs.



Cape Cod's unique environment has led to its seasonal tourism economy – every summer, Cape Cod's population increases from about 214,000 to over 500,000 people. Nearly 40% of Barnstable County's housing stock is owned by second homeowners, the highest percent in Massachusetts (ACS 2015 5-Year Estimates) and Cape Cod supports 50% of the Commonwealth's seasonal homes. As a result, the existing housing supply is out of reach to those earning regional wages, and will continue to be based on population and economic forecasts for Cape Cod. The Housing Supply Study Prepared for Barnstable County in June 2017 demonstrates that the pressure of seasonal unit demand will persist as the impact of the Great Recession caused a surge in second home demand. This will have a long-lasting effect on Cape Cod's Housing Market.

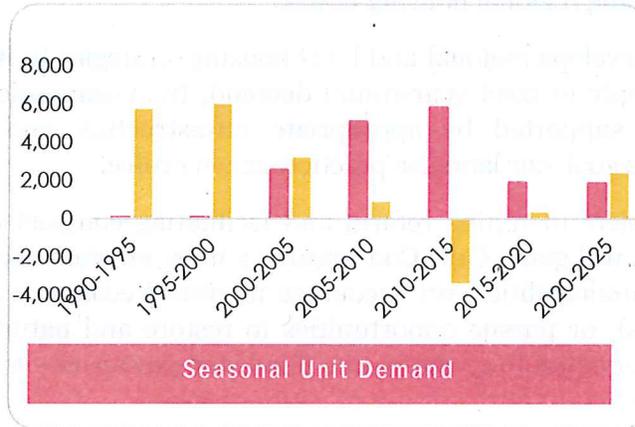


Figure 3 – Seasonal Unit Demand

This 2017 Housing Market Analysis prepared for the Commission ties a lack of housing that meets the region's life stage and income needs to a significant increase in cost-burdened households over the next ten years. The Regional Housing Market Analysis projects that without changes in the housing supply to meet stakeholder preferences, **more than half of year-round households** could experience housing cost burdens by 2025.

A return to traditional development patterns, which focuses development in centers and in areas with adequate infrastructure, will help to protect the region's environmental features and meet these growing housing demands.

LOOKING TOWARD THE FUTURE

As the Commission prepares the 2018 Regional Policy Plan (RPP), our strategy focuses on anticipating, guiding, and coordinating the rate and location of development with the capital facilities necessary to support such development.

The growth policy for Cape Cod is to guide growth and development toward areas that are adequately supported by infrastructure and away from areas that must be protected for ecological, historic, or other reasons. New development, redevelopment, and public investment should be focused in designated centers of activity to maximize potential positive impacts of development on the community

and the economy, and minimize the potentially negative impacts it may have on the natural environment.



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The 2018 RPP will focus on four primary areas:

- Coordinating regional capital infrastructure,
- Streamlining regulation,
- Easing the local comprehensive planning process, and
- Addressing regional housing needs.

As Cape Cod develops regional and local housing strategies to increase housing choice and supply to meet year-round demand, the Commission will focus on activity areas supported by appropriate infrastructure and amenities. To accomplish this goal, our land use practices much evolve.

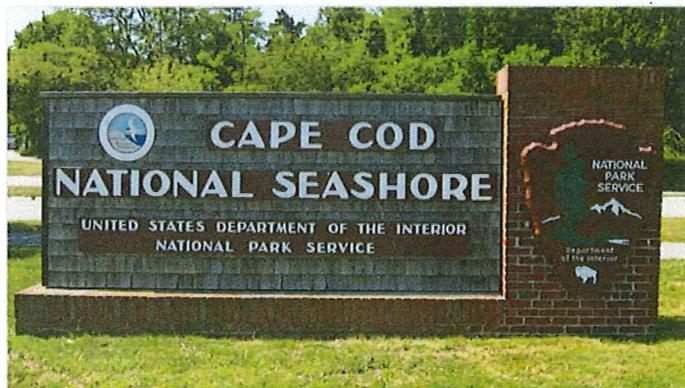
Removing barriers to zoning reform and facilitating compact development in activity centers will guide Cape Cod towards a more efficient use of land. Where appropriate, municipalities can encourage increased economic activity (e.g., in activity centers), or pursue opportunities to restore and naturalize areas best suited for preservation (e.g., increasing flood storage capacity in areas impacted by sea level rise).

CASE STUDY MUNICIPALITIES' PROFILES

EASTHAM

The Town of Eastham is at the base of the outer-arm of Cape Cod, and is the “gateway” to the Cape Cod National Seashore. The Town had 4,923 residents as of 2015 (based on the ACS 5-Year Estimates), with 5,906 total housing units (3,537 units, or 59.9%, are considered seasonal).

Since 1970, the year-round population has increased (from 2,043 in 1970 to more than double in 2015), and has gotten older (the median age in 1970 was 41.7; in 2015, it was 56.2).



The median home value in the Town of Eastham was \$434,400 in 2015.

Figure 4. Entrance to Cape Cod National Seashore, Eastham, MA.



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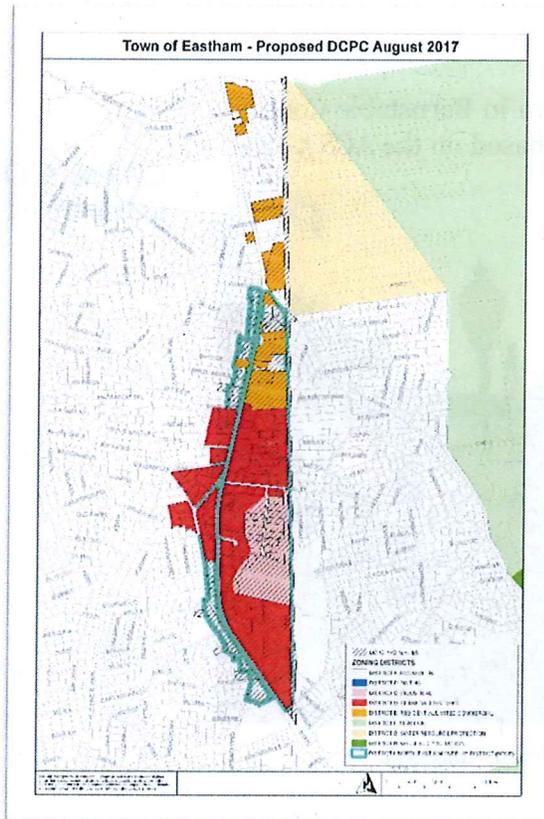


Figure 5. Eastham DCPC Area

The Town of Eastham has identified the area shown left as a District of Critical Planning Concern (DCPC).

The Eastham Board of Selectmen nominated commercially zoned land and the North Eastham Village Overlay District as a District of Critical Planning Concern (DCPC) in August 2017. The DCPC is a special planning and regulatory tool available to the Town of Eastham and to communities through the Cape Cod Commission Act. The DCPC designation allows towns to take a “time out” to plan comprehensively without the pressure of pending development permits through a limited moratorium.

The purposes of the proposed District are to encourage more predictable regulatory tools to promote mixed-use development in a traditional village-style development pattern.

Existing overlay zoning has not yielded any new mixed-use development to date and the bylaw has not been effective in producing the form and type of development desired by the Town. Permissive commercial zoning and the recent provision of town water to the proposed District have resulted in high-traffic volume commercial development proposals whose impacts, layout and design could be improved with adequate regulatory controls. The Commission will be assisting the Town in revising existing zoning to create higher density village-style design, including revisions to existing regulations to encourage a range of appropriately designed affordable housing to meet a range of housing needs.



CAPE COD
COMMISSION

FALMOUTH

Falmouth is second largest and most southwesterly town in Barnstable County. The Town had 31,550 year-round residents as of 2015 (based on the ACS 5-Year Estimates), with 21,843 total housing units (7,294 units, or 33.2% of the units, are seasonal).

Since 1970, the resident population has increased (from 15,942 in 1970 to more than double in 2015), and has gotten older (the median age in 1970 was 30.8; in 2015, it was 51.9).

The median home value in the Town of Falmouth was \$375,700 in 2015.



Figure 6. Downtown Falmouth.



Figure 7. Davis Straits, Falmouth.

The Commission and the Town of Falmouth routinely engage in Planning Technical Assistance through the Commission's Regional Economic Strategy Executive Team (RESET) program. Most recently, the Davis Straits project focused on an area that is transitioning from the historic center of Town to a more conventional retail corridor, adjacent to the Falmouth Mall.

The Commission's 2017 RESET report for Davis Straits recommends both compact development and restoration to support storm resiliency in this developed, low-lying area. The Davis Straits area recently connected to the Town's Wastewater Treatment facility, which is expected to initiate increased economic activity. In anticipation of development expansion (including housing), the Town is seeking assistance to create more consistent and predictable regulatory processes that result in developments that are respectful of community context. Falmouth is greatly interested in form based code as a viable solution in this area.



CAPE COD
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ORLEANS

The Town of Orleans, considered the Lower Cape's commercial center, is located halfway between Hyannis and Provincetown at the confluence of three major highways (Routes 6, 6A and 28). Orleans had 5,859 year-round residents as of 2015 (based on the ACS 5-Year Estimates), with 5,298 total housing units (2,153 units, or 40.6%, are considered seasonal).



Figure 2. Downtown Orleans.

Since 1970, the resident population has increased (from 2,579 in 1970 to more than double in 2015), and has gotten older (the median age in 1970 was 44.6; in 2015, it was 60.5).

The median home value in the Town was \$602,100 in 2015.

The Town of Orleans and the Commission routinely partner on planning analyses focused on marrying water quality infrastructure goals with regulatory approaches to meet Town goals for demographic diversity and a lively, walkable village environment. Orleans recently passed zoning supportive of density up to 20 units per acre with a special permit and an area master plan.

There is strong interest in the private sector to leverage this zoning as wastewater infrastructure is developed. Using 3D models of alternative development forms through this project would greatly benefit the Town as it implements its reformed zoning.



Figure 8. Orleans Circulation Study Area.



Task List

TASK 1: MODEL COMPACT RESIDENTIAL DESIGN

Under Task 1, the Commission will collaborate with a Design and Planning Professional on the development of 3D models, architectural elevations and rough floor plans for housing or mixed-use developments in each of the three case study areas. Each case study example will include two building forms allowing the number residential units to reflect economically viable projects meeting community preference. This task will include at least 1 workshop in each community to understand community preferences. The CCC will ensure broad community engagement with all segments of the community including outreach to Environmental Justice Areas in each participating community.

Recommended forms will employ exterior designs that respond to the region's traditional architectural forms and scale. High quality architectural renderings of each of the six (6) building envelope 'forms' will be produced to improve the understanding and perceptions of compact form and quality urban design.

3D models for 6 'housing forms' shall be developed in Esri supported formats; 3D Studio Max (*.3ds), VRML and GeoVRML (*.wrl), OpenFlight (*.flt), and COLLADA (*.dae) and any other compatible format.

Measure of Success: The completion of six (6) architectural renderings and three-dimensional forms responsive to Cape Cod's traditional architectural scale and form accommodating more than 100 housing units in mapped activity areas.

Measure of Success: Presentation of 3d Models at OneCape Summit, attended by over 300 elected and appointed officials representing all 15 Cape Cod Communities, and through the 2018 Cape Cod Housing Institute, reaching over 120 elected and appointed officials and 80+ affordable housing advocates in the region.

Budget:

Total: \$85,000

Timeline:

Task Initiation: March 2018

Consultant Procurement: Spring 2018

Award Consultant Contract: Spring 2018

Preliminary Concept Design: Spring/Summer 2018

Community Engagement Session(s): Summer 2018

Design Development & Renderings: Fall 2018

Task Completion: October 2018



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TASK 2: DEVELOP FINANCIAL PROFORMA AND HOLD DEVELOPERS ROUND TABLE

The Commission will convene a developer's round table to evaluate the financial feasibility of up to three of the architectural models created under Task 1, and will develop and present financial pro-forma for up to three conceptual forms. The Commission will issue a report following the developer's round table on the potential regulatory framework and incentives necessary to make each model feasible on Cape Cod.

Measure of Success: The development of three development proforma for preferred compact residential form supporting up to 100 housing units and a report outlining the regulatory framework and incentives necessary to construct.

Budget:

Total: \$2,126

Timeline:

Task Initiation: October 2018

Developers Round Table: Fall 2018

Development Proforma: Winter 2018/2019

Task Completion: February 2019

TASK 3: DEVELOP GEO-DESIGN AND COMMUNITY DECISION-MAKING TOOLS

The Commission will broaden the reach of Task 1 to all fifteen Cape Cod communities by integrating the model architectural forms in the existing Cape-wide 3D model, illustrating the residential building form(s) on any parcel or location in the region. The 3D model will allow Cape Cod communities to view proposed density at different locations in their own neighborhood.

In addition to the 3D modeling, the Commission will use form and density preference models (Task 1) and supporting development proforma (Task 2) to inform Envision Tomorrow (ET). ET is a scenario planning, land use econometric tool that allows Cape Cod communities to evaluate the economic and community development impacts of land use changes on a parcel-by-parcel basis.

Measure of Success: The layering of compact residential forms supporting up to 25 housing units per acre and the associated current development costs into our existing Geo-Design and Land Economics Tools will provide the CCC and

our supporting communities with the communication tools necessary to allow public officials to effectively advocate for compact form.



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Budget:

Total: \$15,000

Timeline:

Task Initiation: October 2018

Integrate development model options into 3D model: Fall 2018

Integrate development model options into ET: Winter 2018/2019

Task Completion: March 2019

TASK 4: DEVELOP CONCEPTUAL FORM-BASED REGULATION

Commission staff will collaborate with the Design and Planning Professional selected in Task 1 to also prepare a concept for Form Based regulations that are relevant to Cape communities. The Commission has demonstrated the effectiveness of model bylaws in the region, which can be tailored to individual communities' needs and preferences. For example, the Commission Model Accessory Dwelling Unit (ADU) bylaw has resulted in five communities adopting By-Right ADU bylaws, and several others are planning for increased flexibility in allowing ADUs.

Town staff and citizens across Cape Cod can be skeptical of the implementation challenges and complexity of form based regulations. The Commission is interested in developing a model code of regulations that can be supported by local governments officials.

Measures of Success: The development of a concept model form based code that can be adapted to any of the municipalities in Barnstable County.

Budget:

Total: \$20,000

Timeline:

Task Initiation: February 2019

Develop Conceptual Form-Based Regulations: Spring 2019

Task Completion: March 2019



TASK 5: CREATE FINAL PRESENTATION AND REPORT

In Task 5, the Commission will collaborate with the Design and Planning Professional to develop a final presentation and report that summarizes the methods and findings of Task 1 through 4.

These findings will be used in future community planning and stakeholder engagement exercises, and will be shared with stakeholders throughout the region. For example, Commission staff will deliver the presentation on this project at the 2019 OneCape Summit, attended by over 300 elected and appointed officials representing all 15 Cape Cod Communities, and through the 2018 Cape Cod Housing Institute, reaching over 120 elected and appointed officials and 80+ affordable housing advocates in the region.

Measure of Success: Completion of Final Report on Cape Cod form preferences. Presentation of project findings at the 2019 OneCape Summit.

Budget:

Total: \$14,000

Timeline:

Task Initiation: January 2019

Develop Final Report: Spring 2019

Develop Final Presentation: Spring 2019

Deliver presentation at 2019 OneCape Summer: Fall 2018

Deliver presentation to 2019 Cape Cod Housing Institute:

Task Completion: March 2019

Budget Summary



The Cape Cod Commission is collaborating with three communities to advance our mutual interests in compact residential form.

The total project budget is \$136,126.00. We seek a total of request of \$100,000 from EEA and offer a match of 36% (\$36,126) equivalent to 400 staff hours providing technical support for this program.

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Task	Total Budget per Task	FY19	FY20
1. Model Compact Residential Design: Plans, Renderings, 3D Model	\$85,000	\$85,000	
2. Financial Proforma and Developers Round Table	\$2,126	\$2,126	
3. Geo-Design and Community Decision-Making Tools	\$15,000	\$15,000	
4. Conceptual Form-Based Regulation	\$20,000	\$10,000	\$10,000
5. Final Presentation and Report	\$14,000	\$7,000	\$7,000
Total	\$136,126	\$102,126	\$34,000

BUDGET BY MUNICIPALITY

Falmouth	Eastham	Orleans	Total	
Total Budget	\$65,000	\$35,563	\$35,563	\$136,126
CCC	\$16,250	\$9,938	\$9,938	\$36,126
EEA	\$48,750	\$25,625	\$25,625	\$100,000

CCC DETAILED STAFFING EXPENSES

Staff	Labor Rate	w/FR & ICR	Hours	Cost
H Harper	38.67	89.22	100	8,922
L Richardson	43.63	100.66	60	6,040
S Rooney	50.4	116.28	40	4,651
C Schaefer	34.07	78.61	75	5,895
A Reynolds	45.7	105.44	50	5,272
H Cormier	30.89	71.27	75	5,345
			400.00	36,126

Evaluation Criteria



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Advances sustainable development by directly, quickly, and significantly improving growth;

- a. Establishes by-right zoning that expedites local permitting;**
- b. Enhances land use regulation in an area of rapid growth or high natural resource value;**

The proposed tasks will advance sustainable development by facilitating meaningful stakeholder input in housing production discussions. Cape Cod is facing a shortage of appropriate and affordable housing for year-round residents, across nearly all income levels and in all fifteen towns according to the 2017 Housing Study conducted for the Commission. Nearly 90% of the Cape is single family homes and constructed in low- to medium-density areas. To address this housing shortage, select areas will need to be targeted for development, based on environmental and infrastructure characteristics. But what types of housing units should be built? What options are available, and what housing choices will stakeholders support that also balance environmental and socioeconomic needs for Cape Cod?

By developing compact form preference models, the Commission will enable stakeholders to better understand available housing options that increase density and affordability without compromising the unique character of the region.

Utilizes funding efficiently;

- a. Assists a community in need (low equalized property valuation per capita);**
- b. Benefits an environmental justice neighborhood;**

Eastham, Falmouth, Orleans each have an area that is designated as an Environmental Justice (EJ) community due to their income levels. The Massachusetts EJ policy defines an income-based EJ community as neighborhood where 25 percent of the households have an annual median household income that is equal to or less than 65 percent of the statewide median.

In Eastham, the EJ community is located within the 02651 zip code for North Eastham, in the northwestern (and oldest) section of the Town. The area is bordered to the west by Cape Cod Bay, to the east by US Route 6, to the north by the Town of Wellfleet, and to the south by Great Pond Road, Herring Brook Road, and Samoset.

Falmouth has two EJ neighborhoods meeting the criteria for low-income population. The westerly area contains most of the Town's public housing for elderly residents, and the eastern portion of Seacoast Shores is a neighborhood of older homes with more affordable rental rates, compared to the rest of the Town.



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The northeast corner of Orleans (bound by Route 6A and Eldredge Parkway to the south, Cape Cod Bay to the east, Eastham to the north, and Town Cove the west, is an EJ area because of the median annual household income. The Town's Draft 2016 Open Space and Recreation Plan has named as one of its objectives "provide access to open space for those with varying physical and other abilities; ensure that open space is accessible to Environmental Justice populations and residents with a variety of levels of mobility, mindful of site characteristics and financial considerations."

The proposed project will benefit these EJ communities by facilitating the development of affordable housing options on Cape Cod that would meet the needs of economically distressed communities.

Implements a Master, Climate Change (mitigation or adaptation), Open Space, Housing Production, or other Plan;

The proposed tasks would help all three municipalities meet goals and objectives outlined in their municipal plans as well as the Commission's Regional Policy Plan.

EASTHAM

Eastham's 2016 Housing Production Plan (HPP) noted the dramatic affordability gap between median income households and median house prices; as a result one of its priority needs is "a wider range of affordable housing options, including first-time ownership opportunities." Smaller, more compact development options explored in the course of this project could directly address this need.

The need for assistance in the creation of additional affordable housing was identified through public workshops conducted as part of the Town's Local Comprehensive Plan (LCP) update. A lack of affordable housing has seriously affected the Town, caused by increased land and house prices and a rising cost of living that outpaced income growth. The Town's goals for affordable housing listed in their LCP align with the Commission's Regional Policy Plan (RPP).

FALMOUTH

The Local Comprehensive Plan (LCP) for Falmouth recognizes the disparity between available and needed housing options: "To provide housing diversity for today and in the future, in both style and price-point, Falmouth needs to develop more flexible housing options." The LCP encourages support for innovative housing concepts, "such as courtyard living, micro-housing, community housing with communal spaces, multigenerational dwellings that accommodate modern and variable family structures... Mixed use development and adaptive re-use should be encouraged to promote smaller, more versatile units"

This project will directly impact Falmouth's ability to implement their LCP, as it highlights the need for pursuing more diversity in housing options, and the community acceptance needed to achieve it.

Falmouth participates in the Massachusetts Community Preservation Act (beginning in 2005). The Town established a Community Preservation Fund to be



used for community (affordable) housing, historic preservation, open space, and recreation. For community housing, the CPA Committee supports proposals that:

- Contribute to the goal of achieving ten percent affordable housing in Falmouth;
- Promote a socioeconomic environment that encourages diversity;
- Provide housing that is harmonious in design and scale with the surrounding community;
- Ensure long-term affordability;
- Promote the reuse of existing buildings or construction of new buildings on previously developed sites;
- Convert market rate units to affordable units;
- Give priority to local residents, Town employees of local businesses (to the extent allowed by law); and
- Promote equal opportunity in housing and contribute to meeting the housing needs of the most vulnerable segments of Falmouth's population, including but not limited to households earning up to 200% of the median income, single heads of household, racial and ethnic minorities, older people, and people with special needs.

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Finally, Falmouth has a Housing Production Plan (HPP) (revised 2009). Its overarching goal is “to foster a diverse town where people of all incomes are able to find safe and decent homes that meet their needs and the needs of the larger community.” The HPP recognizes that different types of affordable housing are needed, but due to limited resources, the Plan suggests setting priorities based off of demographic trends (e.g., the aging population and shrinking family sizes).

This project would give Falmouth (and other Cape Cod towns) clearer feedback on the desired forms of compact development and affordable housing that will address current and future residents' needs.

ORLEANS

The 2006 Local Comprehensive Plan for the Town of Orleans has a chapter on Affordable Housing, which lists the following overarching goals:

- To promote the provision of fair, decent, safe affordable housing for rental or purchase that meets the needs of present and future Orleans residents. The Town will seek to raise its affordable housing stock to 10% of all year-round units by 2020;
- To promote equal opportunity in housing, both ownership and rental, and give special consideration to meet the housing needs of the most vulnerable segments of Orleans' population, including but not limited to: very low income (50% of median income), low income (51-80% of median income), single parent heads of households, elderly, minorities, the homeless, disabled, and others with special needs;
- To utilize, seek out, provide support, and encourage the development of innovative strategies designed to address the housing needs of Orleans'

- residents, with particular attention to the needs of low- and moderate-income renters; and
- To integrate the development of affordable housing with protection of the Cape's environment.



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Targeting development in activity centers takes the sensitivity and uniqueness of natural resources into account. Facilitating conversations about more compact development would help the Town reduce environmental impacts of development while still meeting their goals for affordable housing.

BARNSTABLE COUNTY

The growth policy for Cape Cod is to guide growth and development toward areas that are adequately supported by infrastructure and away from areas that must be protected for ecological, historic, or other reasons. New development, redevelopment, and public investment should be focused in designated centers of activity to maximize potential positive impacts of development on the community and the economy, and minimize the potentially negative impacts it may have on the natural environment.

The 2018 RPP will focus on four primary areas:

- Coordinating regional capital infrastructure,
- Streamlining regulation,
- Easing the local comprehensive planning process, and
- Addressing regional housing needs.

As Cape Cod develops regional and local housing strategies to increase housing choice and supply to meet year-round demand, the Commission will focus on activity areas supported by appropriate infrastructure and amenities. To accomplish this goal, our land use practices much evolve.

Removing barriers to zoning reform and facilitating compact development in activity centers will guide Cape Cod towards a more efficient use of land. Where appropriate, municipalities can encourage increased economic activity (e.g., in activity centers), or pursue opportunities to restore and naturalize areas best suited for preservation (e.g., increasing flood storage capacity in areas impacted by sea level rise).



Involves more than one municipality collaborating regionally on similar and related tasks;

The Commission is collaborating with three communities to advance our mutual interests in compact residential form. The deliverables associated with these tasks -specifically the compact residential design model, form-based regulations, and community decision-making tools – are expected to be transferable to other Massachusetts towns with a similar development style as Eastham, Falmouth, and Orleans .

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Provides a match above the required 25%;

The Cape Cod Commission will match 36% of the requested funds; please see the Budget Summary section for a funding breakdown.

Implements a Smart Growth Toolkit technique;

Under Task F4, the Commission and its sub-consultant(s) will develop a model Form-Based Regulations for the Town of Falmouth. The Smart Growth/Smart Energy states FBCs are “focused more on the form of development rather than use”, using a broader perspective to “determine the mass of buildings, their design elements, connection between sites, and their relationship to the public realm.”

By developing Form Based Regulation for Falmouth, the Commission will use this planning effort to develop a Cape Cod Model Code to transfer knowledge of Form Based development potential throughout Cape Cod. Local Planning officials are concerned of the administrative burden created by traditional FBC. Our goal is to create model that is palatable to both design and administrative interests. Through our 3D tools we can apply model form to any parcel on Cape Cod allow for more effective community understanding of how compact form may work in any given community.

This project will also implement smart growth/smart energy outreach and education, which encourages techniques in the Toolkit to be adopted at the municipal level. Through Task 2 (E2, O2, and F2 combined), the Commission will host a Developers Roundtable that will educate developers on the compact development opportunities developed through Task 1 (E1, O1, and F1 combined), and solicit feedback on the compact design model. In Task 3 (E3, O3, and F3 combined), the Commission will integrate the compact design model into geodesign tools like the 3D model that will facilitate outreach to a broad group of stakeholders by visualizing these development types and their impacts on the Cape Cod landscape. As noted in the toolkit, “a critical level of consensus must be achieved to attain the final goal” of smart growth/smart energy in the Commonwealth; this project will give policymakers and stakeholders better tools to educate residents about the benefits of compact design.

Design Workshops and Collaboration with the Housing Institute will ensure engagement with the Environmental Justice Neighborhoods found in each of the participating Communities of Eastham, Falmouth and Orleans.



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Advances a Community Compact Best Practice commitment;

All three case studies towns in this project have signed a Community Compact (Eastham in November 2015, Falmouth in January 2017, and Orleans in May 2016).

Eastham pledged to adopt best practices in:

- Comprehensive Water Resource Management, including implementing a plan to supply and conserve water, manage Stormwater, and treat/reuse wastewater, as well as developing municipal regulations that promote green infrastructure and use of low-impact development techniques;
- Business Continuity, including implementing a written disaster recovery and backup plan for critical municipal systems;
- Transparency, including implementing a documented open data strategy and making municipal spending budget information publicly available.

Falmouth pledged to establish a budget document that details all revenues and expenditures, provides a narrative describing priorities and challenges, and offers clear and transparent communication of financial policies to residents and businesses.

Orleans, like Eastham, also pledged to adopt a commitment to Transparency.

This project will best address Eastham's commitment to Comprehensive Water Resource Management, by helping the community address development needs (e.g., affordable housing) while taking sensitive environmental resources into consideration in the planning process.

Demonstrates consistency with the MA Sustainable Development Principles

- a. Provides for sustainable housing production;**
- b. Delivers a substantial energy or environmental benefit (e.g. better climate resilience, reduced energy use, protection of critical habitats, or reduced greenhouse gas emissions);**
- c. Facilitates walking, biking, and transit use.**

CONCENTRATE DEVELOPMENT AND MIX USES

The focus of this project is to encourage the concentration of development and mixed uses in the fifteen towns on the Cape. Developing compact-form preference models, a model form-based code, geodesign tools, and hosting a Development Roundtable are all intended to support the revitalization of Cape Cod town and village centers by educating a broad range of stakeholders, including developers,



residents, and policymakers about housing preferences and compact development options.

The intended result of this project would be the eventual implementation of sustainable housing production: compact development that conserves environmentally sensitive or high-value land less suited to development; reduces infrastructure and service costs by concentrating the development in activity centers; and continues to preserve and protect historic resources for which Cape Cod is well-known.

The activity centers where development should be directed will already have appropriate infrastructure in place – this project and its outreach components are intended to encourage remediation, restoration, and reuse of existing sites, structures, and infrastructure rather than supporting new construction on undeveloped land. The 2018 Update to Barnstable County’s Regional Policy Plan will address this activity center development process.

ADVANCE EQUITY

By developing building forms that will be more attainable to a broader span of Cape Cod’s population, this project will advance equity by increasing access to housing for lower-income households, first-time homebuyers, and older residents that need more efficient housing options.

This project uses three case study communities with income-based EJ populations that would directly benefit from more affordable housing options.

MAKE EFFICIENT DECISIONS

As listed under “**Implements a Master, Climate Change mitigation or adaptation), Open Space, Housing Production, or other Plan**” above, the proposed project aligns with many of the other municipal and regional goals related to housing and development on Cape Cod.

Additionally, the project goals directly align with the goals of smart growth, especially its emphasis on:

- the mixing of land uses,
- increasing the availability of a range of housing types in neighborhoods,
- supporting compact design,
- fostering distinctive and attractive communities,
- preserving open space, farmland, natural beauty, and critical environmental areas,
- strengthening existing communities,
- and encouraging community and stakeholder collaboration in development decisions.

This project is designed to encourage collaboration and conversations among residents and policymakers about housing and development options (including mixed use and a broad range of housing types), compact design strategies, encouraging development in activity centers and away from environmentally-

sensitive resources, and what development solutions are tenable for Cape Codders.

The narrative under “**Implements a Smart Growth Toolkit technique**” also addresses the project’s implementation of FBCs and related outreach and education from the MA Smart Growth/Smart Energy Toolkit.



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PROTECT LAND AND ECOSYSTEMS

This project encourages the protection of land and ecosystems through facilitating discussions and conducting outreach that promote the benefit of compact development options.

USE NATURAL RESOURCES WISELY

This project encourages the wise use of natural resources. Guiding development towards activity centers that have appropriate infrastructure in place to support growth is an efficient use of land and other resources that will conserve natural features and preserve undeveloped areas so important to our regional resiliency.

Expand Housing Opportunities

This project is intended to expand the housing options available by developing models of compact residential design that do not exist currently in the region. Community preferences for building form are essential to achieving the support for necessary regulatory reform, and this project is intended to garner support for expanded housing opportunities not currently available widely in the region.

PLAN REGIONALLY

The Commission serves as the regional planning agency to Barnstable County, and will be able to apply the findings from this project to planning projects in all fifteen towns on the Cape.

The three case studies were selected because they are broadly representative of common development types on Cape Cod, making the knowledge gained from this study broadly transferable to the other towns.

Hosting a regional Developers Roundtable will also facilitate a region-wide conversation about affordable housing needs, options, and preferences from the developers’ perspective. Integrating the compact development models into the regional 3D model and into Envision Tomorrow will also facilitate regional conversations with citizens, Town planners, and municipal policymakers about what type of development is needed, and where it should be located.



CAPE COD
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APPENDIX A
Funding Match Letter

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



CAPE COD
COMMISSION

(508) 362-3828 • Fax (508) 362-3136 • www.capecodcommission.org

Mr. Kurt Gaertner
Executive Office of Energy and Environmental Affairs
100 Cambridge Street, 9th Floor
Boston, MA 02114

October 20, 2017

**Re: EOEEA – Technical Assistance Program
Community Resiliency by Design; Cape Cod Density**

Dear Mr. Gaertner,

The Cape Cod Commission is pleased to commit over \$36,000 in staff equivalency to provide technical assistance support to the communities of Falmouth, Orleans, and Eastham as they work toward common and mutual goals for community resiliency.

The EOEEA program will assist our communities as we respond to the legacy of modern patterns of development and protective regulatory measures on Cape Cod. These have resulted in unintended environmental consequences including, the loss of 2,300 acres of forest cover, expensive infrastructure needed to address nutrient-enriched water bodies across our region, and a housing supply that is out of reach to those earning regional wages.

A return to traditional development patterns that focus development in centers and in areas with adequate resources will help to protect the region's environmental features and meet housing demands.

Sincerely,

Paul Niedzwiecki
Executive Director
Cape Cod Commission





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APPENDIX B
Relevant Municipal and Regional Plans

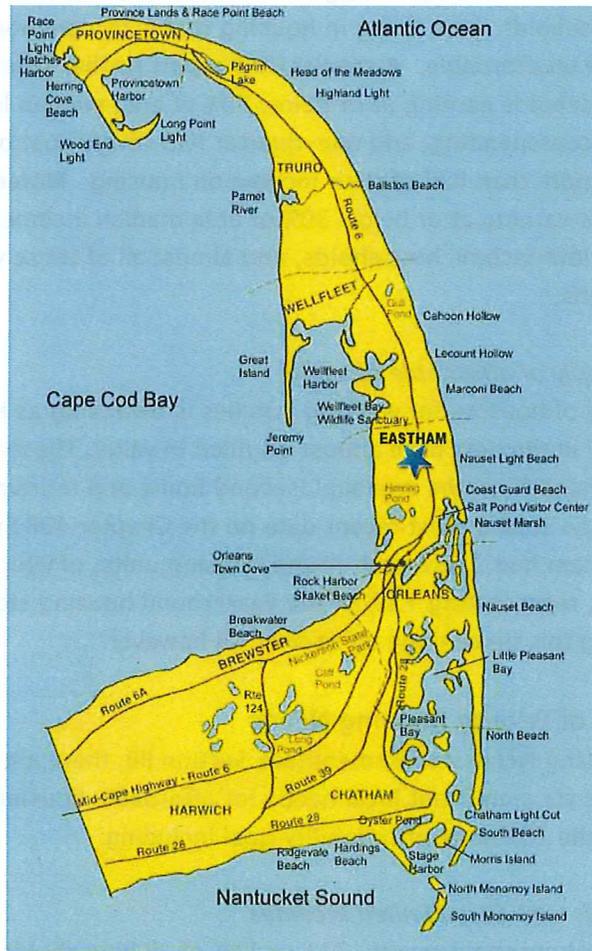


CAPE COD
COMMISSION

APPENDIX A
Funding Match Letter

TOWN OF EASTHAM, MASSACHUSETTS

HOUSING PRODUCTION PLAN



March 2016

Prepared for the Eastham Board of Selectmen

Karen Sunnarborg, Housing and Planning Consultant

With technical support from Paul Lagg, Town Planner

Additionally, while the rental housing stock is small, rents are high, at least \$1,200 for a two-bedroom year-round unit without the added costs of utilities. Leasing requirements of a first and last month's rent plus a security deposit create further financial barriers for renters.

- *High cost burdens*

The 2014 census estimates suggest that 788 households, or 35% of all Eastham year-round households, were living in housing that is by common definition beyond their means and unaffordable. A special HUD report further indicates that, of the almost 1,000 households earning at or below 80% of area median income, 519, or more than half, were overspending, and one-quarter had severe cost burdens as they were spending more than half of their income on housing. Moreover, there were 170 households earning at or below 30% of area median income, referred to by HUD as extremely low-income households, and almost all of those were experiencing severe cost burdens.

- *Scarce supply of affordable housing*

The supply of housing for working families is dwindling as homes that were priced reasonably in the past have almost doubled in value. These changes were largely driven by the demand from the seasonal, second home and retirement market. Moreover, based on the state's most recent data on the Chapter 40B Subsidized Housing Inventory (SHI), Eastham had 2,632 year-round housing units, of which 50 can be counted as affordable, representing 1.9% of the year-round housing stock. Potential project activity could bring this percentage up to over 8% however.

C. Summary of Priority Housing Needs

Based on the Housing Needs Assessment (see Section III), there are a number of key indicators that suggest there are significant local needs for affordable housing that go well beyond what is required to meet the 10% state affordability goal including:

1. *Households with Very Limited Incomes*

Despite increasing household wealth, 311 or 14% of all households were earning less than \$25,000, substantially more than the 50 subsidized units available. Given Eastham's tight housing market, it can be expected that many lower income residents are struggling to afford to remain in the community as evidenced by high cost burdens.

Priority Need #1: Given the high costs of housing, more subsidized rental housing is necessary to make living in Eastham more affordable, particularly for those with very limited financial means. The need for rentals is further demonstrated by a zero (0) vacancy rate and importance of replacing some of the rentals that have been lost in recent years.

2. *Affordability Gaps*

A traditional rule of thumb is that housing is affordable if it costs no more than 2.5 times the buyer's household income. By this measure, the median income household earning \$62,452 in Eastham could afford a house of approximately \$156,130, 40% of the median house price of \$393,000 as of October 2015. *This implies that the household in the middle of the town's income range faced an "affordability gap" of \$236,870.*

Additionally, the gap between median household income and the median single-family house price widened. While incomes doubled between 1990 and 2014, the median single-family house price almost tripled based on 2014 *Banker & Tradesman* data. In 1990 the median income was 23% of the median house price but this number decreased to 15.8% by 2014. *Moreover, the gap between income and house value was \$103,661 in 1990 but more than tripled to \$332,548 by 2014.*¹

The declining numbers of younger residents, who are likely confronting problems associated with high living costs and limited job opportunities, suggests the need to further diversify the housing stock in order to better address their needs and pocketbooks.

Priority Need #2: A wider range of affordable housing options is needed, including first-time homeownership opportunities, particularly for younger households entering the job market and forming their own families as well as for empty nesters.

3. *Special Needs Households*

Eastham has a higher level of residents with disabilities than the state as a whole, at 13.3% of all residents compared with the state's 11.3%. This level of disability, plus an increasingly aging population, points to significant special needs within the Eastham community. Additionally, there were only eight (8) units of special needs housing available (Department of Mental Health group homes), no subsidized housing units available solely for the elderly, and no assisted living units in the community.

Priority Need #3: Some amount of new housing should be built handicapped-adaptable or accessible to the disabled, including seniors, and more supportive housing services should also be integrated into new development - goal of 10% of all new units created, 20% for seniors.

4. *Existing Housing Conditions*

About 56% of Eastham's housing stock was built prior to 1980 and is therefore more likely to have traces of lead-based paint, posing safety hazards to children, as well as problems concerning aging system and structural conditions. Also, because most properties rely on

¹ These gaps would have been even wider if the 2014 census estimate of \$454,900 was used in the analysis instead of the *Banker & Tradesman* figure.

septic systems, some existing systems are likely failing or in disrepair. There are also very long wait lists for the Town's CDBG-funded Housing Rehabilitation Program.

Priority Need #4: Programs to support necessary home improvements, including deleading and septic repairs for units occupied by low- and moderate-income households, particularly the elderly living on fixed incomes, and including investor-owned properties tenanted by qualifying households.

This Housing Plan suggests that the Town of Eastham establish targeted affordable housing production goals based on priority housing needs over the long-term to fill the approximate 250-unit gap between the existing supply of affordable units included in the SHI and 10% of the Town's year-round housing stock, also with some consideration of future housing growth. These goals are summarized in Table I-3.

Table I-3: Summary of Priority Housing Needs and Targeted Production Goals
Longer-term/Five-Year Goals*

Type of Housing	Seniors and Non-elderly Single Persons/ One Bedrooms (@25%)	Small Families/ 2 Bedrooms (@65%)	Large Families/ 3+ Bedrooms (@10%)	Total Longer-term/ 5-Year
Rental (@80%)	50/12	130/33	20/5	200/50
Ownership (@20%)	13/4	32/10	5/1	50/15
Total	63/16	162/43	25/6	250/65
Special Needs**	13/3	16/4	3/1	32/8

Source: HUD SOCDS CHAS, 2012 and Eastham Assessor's Office

* The first number represents long-term goals to fill the gap to get the town to the state's 10% affordability threshold under Chapter 40B with some allowance for future housing growth/the second number is the short-term 5-year goals based on housing production goals of 13 affordable units per year.

** Represents approximately 10% of all units created in family housing and 20% in senior and single-person housing and includes handicapped accessibility and/or supportive services.

Of the 250 affordable units to be built over the long-term and 65 units in the short-term (based on annual housing production goals of 13 units), approximately 25% are targeted to single persons or seniors, 65% to small families and the remaining 10% to larger families requiring at least three (3) bedrooms.² The goals also assume a predominance of rental units (at least 80% of all new units created) and that a certain percentage of new units will be built adaptable to the handicapped and/or include

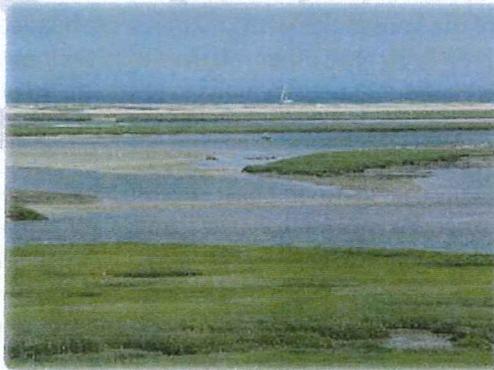
² The state's housing agencies have entered into an Interagency Agreement that establishes a 10% requirement of three-bedroom units in developments that are not age-restricted or for single-person occupancy.



Town of Eastham

Local Comprehensive Plan

Third Edition 2010 – DRAFT



XVI. COMMUNITY FACILITIES - HUMAN SERVICES

Town of Eastham Goals and Performance Standards

This section has been prepared by the Eastham Human Services Advisory Committee for incorporation into the Local Comprehensive Plan.

Goal: It is the goal of the Human Services Advisory Committee to enhance the lives of all Eastham residents. The Town must continue to be a desirable place to live, to raise a family, and spend the later retirement years. The Protection of the environment and economic improvement of the Town and its inhabitants, especially meeting the needs of our citizens in financial and other difficulties, is essential. To that end support must be given to social agencies, volunteer services and strong Town programs.

Existing Conditions

According to the most recent census there are 5,453 residents in 2,396 households. Six hundred and ten of these households were composed of persons living alone, and 568 households included children under 18. One hundred and twenty nine of the households with children were headed by single mothers. Another 44 households contained children living with other relatives than their own parents. The median age of Eastham residents is 47.6 years. There are 5,535 housing units in Eastham, according to the 2000 census, of which 2,893 are listed as seasonal, recreational or for occasional use.

Eastham has experienced many changes in the past several decades and the welfare, health and quality of life for our residents have been heavily impacted. These changes are actually the continuation of trends apparent in past years. By 1999 the conditions fostered by these patterns had reached the point where they could no longer be ignored. The town has been concerned with increases in population, loss of rural character, damaging traffic, protection of open space and our natural resources, the loss of young families, and insufficient affordable housing for young workers. The human service needs add another dimension to the situation. While we speak here of the service needs, other sections of the Comprehensive Plan must deal with amelioration of the factors which contribute to problems facing our residents. The economic opportunities within reach of Eastham residents provide a considerable basis of support for maintaining the character of the town including the wellbeing of its population.

The Eastham community has seen a large increase in the number of older retirees as permanent residents and of second homes owned by non residents, with a corresponding decrease in the number of households with children. The financial "good times" of the 1990's largely benefited those in the upper income levels, while creating additional pressures on residents with moderate and lower incomes. Their income has not kept up with the sharply rising cost of living. The erratic nature of employment in this area, especially related to the large seasonal cycle, whether in the services, retail, tourism, or fishing industry segments of employment creates an additional impact. Combining 2 or 3 part time jobs has often been the rule for survival for many families on the outer cape. The decline of the fishing industry also took its toll; while carpentry and landscape work provided alternative opportunities.

The community has been seriously affected by the lack of affordable housing. Affluent times meant that many people were able to afford second homes, and enabled retirees, often those who had treasured annual vacations here, to choose the Cape and its lifestyle. As a result, build-out becomes a real possibility. Land and house prices escalated, putting home ownership out of reach for many. Rental housing also was lost as landlords were able to sell at top dollar to second home buyers.

At the same time, the cost of living continues to rise faster than average incomes. A statewide survey of what it costs to live, county by county, in 1997, found that it required an annual income of \$35,890 to support a single parent with 2 children living on the outer cape. Basic expenses included are the cost of housing, child care, food, health care and transportation. For a 2 parent family with 2 children, the income needed was close to \$45,000. This requires a job earning around \$17.00 an hour for the 3 person family, and \$10 each for the 2 parent four person family. In 2007, the cost of living is even higher.

Taxes and utility costs continue to creep up. This affects our older residents, especially retirees on fixed incomes, as well as families with children. The income of two parents is often required to make ends meet. The pressures on the single parent dependent on one income are very heavy. A major expense is the cost of maintaining a car which is often essential to employment and reaching other important services. The Flex Bus reduces but does not eliminate the need for automobile travel on the lower cape.

Health costs also have risen. The increased cost of prescription medicines and the escalating rates of health insurance have affected many families. Employers have had to drop such plans or raise the employees' contribution enormously. Dental care is beyond the reach of many, and, because all but one cape dentist refused to accept Medicaid benefits, was totally unavailable for children and others on Mass Health until the creation of the Ellen Jones Dental Clinic in Harwich in 2000. That clinic has had to close its waiting list and is vulnerable to the budget cuts given the economic downturn and the state's grant policy.

The requests for help in finding housing continue. Requests come from young families and also older residents who have lost their housing often because it was sold to new owners. According to the 2000 census reports, about 50 rental units were lost to home ownership. A number of families seek help with mortgage payments in order to keep their homes. When prices rise, generally illness strikes or the car dies, what was once an affordable mortgage payment becomes problematic. Requests for emergency help with food and utility bills continue. The Eastham food pantry enables families to stretch the food budget and use available funds for other essentials.

Counseling and mental health services are available to help individuals and families with the stress and strains of daily life, including difficult relationships, children's adjustment problems, coping with illness, and the more serious episodes of mental illness and depression. Domestic violence is no stranger to Eastham, nor is drug and alcohol abuse. The Police Department reports annually about 50 service incidents related to domestic problems. The economic pressures and threat to housing add to the stresses for which our residents seek help. These problems are hidden from public view, and it is hoped that a new edition of the County of Barnstable study of The Human Condition will provide us with greater understanding of the extent of these problems.

Children

Slightly more than seventeen percent (17.3%) of the population is under 18 years of age, as compared to 20% in 1990. This is reflected in lower school enrollment, particularly in the early grades but can be seen moving up into middle and high school levels. In January 2002 there were 265 children registered in the Eastham Elementary School. The enrollment in the fall of 2007 was about 240. The birthrate in Eastham continues

TOWN OF FALMOUTH
COMMUNITY PRESERVATION PLAN

Approved by
The Community Preservation Committee
March 2016

After submission, over the following months, the CPC reviews and discusses each proposal, interviews applicants, obtains clarification, additional information, and supporting documentation as necessary, works with the Town Financial Department to clarify any revenue questions, and then takes a final vote before the deadline for submission of warrant articles and completion of recommendations for Town Meeting action.

See application and guidelines on the CPFund website at www.cpfundfalmouth.org and also on the Community Preservation page of the Town website at www.falmouthmass.us.

General Criteria

In addition to eligibility under the CPA and the criteria of public good, mixed use, multiple or leveraged funding sources, applicants may wish to consider and address other general criteria applicable to all proposals. Does the project

- Contribute to the preservation of Falmouth's unique and essential character?
- Enhance the quality of life for residents and visitors?
- Align with Town needs and goals as expressed in various Town plans (See Appendix B)?
- Preserve or utilize currently owned Town property.
- Preserve resources that are threatened or that serve an under-served population?
- Demonstrate practicality and feasibility and expeditious implementation within a budget and defined timeline?
- Receive relevant endorsement from other governmental bodies, businesses, nonprofits and citizens?
- Demonstrate an ability to maintain the value of a CPFund investment through on-going self-funded maintenance?

CRITERIA BY COMMUNITY PRESERVATION FUNDING AREA

Another of the five objectives of the Falmouth CPC is to catalyze and encourage projects that are original, creative and far-reaching in meeting Falmouth's community preservation needs and serving Falmouth residents and visitors. To that end, the CPC has identified a set of criteria for proposals in each funding area that it hopes will stimulate fresh, new and interestingly comprehensive ways of thinking about responses to identified needs across the funding areas.

Community Housing

Proposals for community housing should address as many of the following criteria as possible. Will the project:

- Contribute to the goal of achieving ten percent affordable housing in Falmouth?
- Promote a socioeconomic environment that encourages diversity
- Provide housing that is harmonious in design and scale with the surrounding community?
- Ensure long-term affordability?
- Promote the re-use of existing buildings or construction of new buildings on previously developed sites?
- Convert market rate units to affordable units?

TOWN OF FALMOUTH



HOUSING PRODUCTION PLAN

Revised January 30, 2009

Section I. – Comprehensive Housing Needs Assessment

Section I-1. Community Demographics

Falmouth is the most southwestern town on Cape Cod, 73 miles south of Boston and 75 miles east of Providence, Rhode Island. It is approximately 44 square miles, and the second largest town in Barnstable County, both in terms of population and land area. Falmouth is bordered on the north by the towns of Bourne and Sandwich, on the east by Mashpee, on the west by Buzzards Bay, and Vineyard Sound is to the south. Falmouth's location on Cape Cod is an important factor in its growth, in addition to its reputation as a vacation and retirement location; the community's residential assets include historic character and significant open space and conservation areas. The community is clearly residential, with 91.71% of the town's tax base comprised of residential assessments.

Households earning below 80% of Area Median Income (AMI) are defined as low income and represent the target income for Chapter 40B. Very low income is defined as those households earning less than 50% of AMI and is the target for some federal and state subsidy programs. Furthermore, Falmouth's Community Preservation Act (CPA) funds may be used to provide housing that serves households that earn up to 100% of AMI and are considered moderate income. The area's median income is adjusted for family size, as determined annually by the United States Department of Housing and Urban Development (Table 1-1).

Table 1-1: Income Limits, Adjusted for Family Size, effective for 2008

	1- person	2- person	3- person	4- person	5- person	6- person	7- person	8- person
80% of	\$41,450	\$47,350	\$53,300	\$59,200	\$63,950	\$68,650	\$73,400	\$78,150

Section II. – Affordable Housing Goals and Strategies

The overarching goal of the Falmouth Affordable Housing Action Plan is to foster a diverse town where people of all incomes are able to find safe and decent homes that meet their needs and the needs of the larger community. Another goal is to meet the Commonwealth's goal of ensuring that 10% of each municipality's housing is affordable to low-and-moderate-income households. **This plan is a guide to meet the Commonwealth's goal in a manner that addresses the real housing needs and enhances Falmouth's character, economic vitality, and delivery of community services, while being environmentally responsible.**

The Town of Falmouth has undertaken efforts to provide affordable housing, including:

- The allocation of \$1,478,617 in Community Preservation Act² funds by Town Meeting since fiscal year 2006. This represents 13.2% of the total CPA revenue generated by the local surcharge and state match, just slightly above the mandatory 10% minimum to be reserved for community housing.
- Town Meeting voted to create 2 homes on town-owned land at Ward and Chester Streets and 1 home at Cloverfield Way.
- The town exercised a right of first refusal to acquire the VFW building on Teaticket Highway and conveyed the property to the Housing Authority at the November 2006 Town Meeting to create between 30 and 40 additional housing units.
- Town owned land on Sam Turner Road was conveyed to Habitat for Humanity to construct 4 affordable homes.
- Town Meeting authorized a feasibility study to examine the possibility of constructing affordable housing on a 16-acre town-owned parcel on Woods Hole Road.

The zoning regulations have also been amended to encourage the provision of affordable housing.

- A density bonus for affordable units is permitted by special permit through the Planning Board as part of a Planned Residential Development.
- A triplex is allowed as a matter of right in a General Residence District so long as one unit is affordable.
- The Zoning Board of Appeals may allow accessory apartments by special permit.

Finally, the town has established a Local Initiatives Program (LIP) committee that meets with applicants who are interested in pursuing a Comprehensive Permit as a LIP, in partnership with the town. This committee meets early in the process to help identify issues that may arise as the project is discussed before the Board of Selectmen, Local Housing Partnership (AHC) and Zoning Board of Appeals, so that the applicant may be better prepared, which hopefully leads to a smoother process.

However, much more needs to be done.

² The Community Preservation Act (CPA) was signed into law on September 14, 2000 and provides funding for affordable housing, historic preservation, open space and recreation. Towns that adopt the CPA levy a property tax surcharge of up to 3% and are eligible for a state match of up to 100% of the local revenue collection.

Section II-1. Desired Housing Mix

Falmouth is a desirable town in which to live or own a second home, and real estate is priced accordingly for the wealthy. Many different types of affordable housing are needed, from rental units to homeownership opportunities, and from studios to units that can accommodate large, or extended families.

However, resources, including land and subsidy funding, are limited. Examining demographic trends can assist the town's policy makers in setting priorities. The three largest trends are that the population is growing significantly older, the young adults are moving away, partly due to the cost of housing relative to income, and families are shrinking in size.

Affordable independent and assisted living facilities will be necessary to allow our elders to remain in the community. Independent living condominiums will allow those empty nesters, or active elderly who choose to downsize from a large house to continue to own a home, without having to bear the labor and maintenance costs associated with a detached house and yard. Likewise, assisted living units will allow the frail elderly to receive the care they need while remaining near family, friends and neighbors. There is one independent adult community in Falmouth created under Chapter 40B and the Falmouth Housing Authority manages 276 units of elderly public housing. There are no affordable assisted living units in Falmouth.

Many young adults graduating from high school or college are priced out of their hometown if they attempt to settle in Falmouth. Rental units are plentiful, and many are reasonably affordable in the off-season. However, for the summer months, many landlords require that the winter tenant vacate the unit, or the prices increase significantly to secure a full 12-month lease. Rental units that remain affordable throughout the year are needed for both the young adults and families who live and work in Falmouth. Smaller rental units such as 1 bedrooms or studios are also needed.

In order for young adults to remain in Falmouth, there have to be more affordable starter homes available. Small, high-quality, energy efficient homes on small lots are needed where people can become established and raise their families. Often, if a house is being sold at an "affordable" price in Falmouth, it is in poor condition and is expensive to repair and maintain.

In order for the town to meet its goal of providing affordable units at a rate of ½ of 1% per year, 72 units would be required annually. Of the 72 units, the town should strive for a mix of 40% homeownership units (29 units) and 60% rental units (43 units) to address the shortage of affordable rental units being produced in the private market, as suggested below:

Of the 29 homeownership units produced annually:

- 10 units (34%) should be appropriate for families with children
- 9 units (31%) for adults aged 55, or older, and disabled residents
- 10 units (34%) for individuals and couple households

Of the 43 rental units produced annually:

- 6 units (14%) should be appropriate for families with children
- 11 units (26%) for individuals and couple households
- 12 independent-living units (28%) for seniors or disabled residents
- 14 service-enriched units (33%) for seniors

The above are only suggestions, and the actual number and type of units produced may vary from year to year. Furthermore, the above estimates are based on the demographic trends identified in Section I, which are heavily dependent on the 2000 Census data. These estimates, and the underlying trends, may change when the 2010 Census data is released and this document will be updated accordingly.

In addition to providing housing for people of all ages and household sizes, the town must strive to provide housing for different income ranges. Units should be provided that are affordable to very low-income households (earning less than 50% of AMI), low-income households (earning between 50% and 80% of AMI), and moderate-income households (earning between 80% and 120% of AMI).

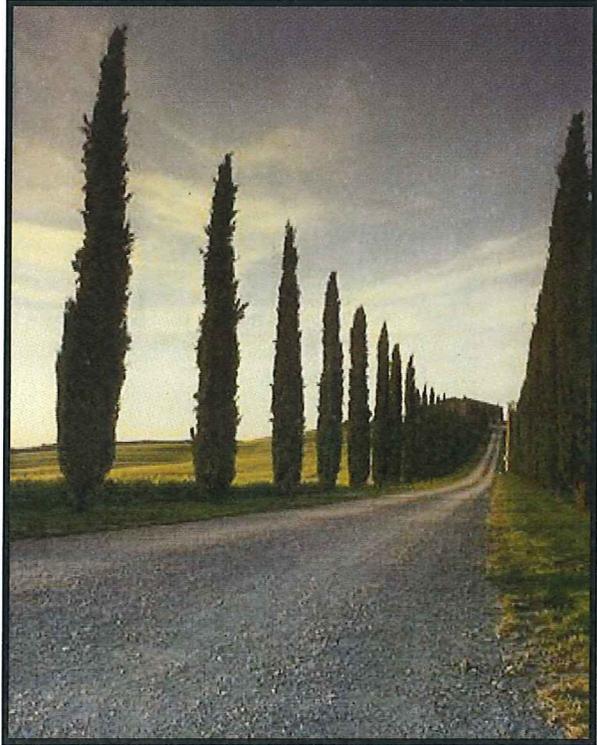
Although only those units that are deed restricted as affordable to those earning less than 80% of AMI (see Table 1-1) “count” on the Subsidized Housing Inventory (SHI), producing “countable” units does not address the whole problem. Households earning up to 120% of AMI find it difficult to afford to stay in Falmouth, and this is a key component of the workforce. Without this population, the town is at risk of losing a large part of its economic engine and vibrant community.

However, the purpose of this plan is to consistently increase the provision of affordable housing on an annual basis, pursuant to 760 CMR 56, Section 4. **While many use the terms affordable housing, workforce housing and community housing interchangeably, they are not synonymous for the purposes of this document. The narrowly defined focus is this plan is the production of 72 SHI-eligible housing units every year, for the next 5 years.**

Section II-3. Reaching the ½ of 1% Threshold on an Annual Basis

In accordance with DHCD’s Planned Production Regulations under MGL Chapter 40B, Falmouth must increase the number of low and moderate income housing units every year by at least ½ of 1% (.5%) of the total year-round housing units (14,440 units, as determined by DHCD based on the 2000 Census). Therefore, Falmouth must add 72 affordable units to the SHI every calendar year. If the town falls short in any year, those units added during that time are not carried over into the next year.

When the 2010 Census data is released, Falmouth must be prepared to increase the annual goal for affordable housing production to compensate for the increased number of year-round housing units that will have been counted as part of the Census. As more people choose to live in Falmouth all year, and as more housing units are added to the overall total, the percentage of affordable units will decline upon receipt of the 2010



LOCAL
COMPREHENSIVE
PLAN

Guiding the
Development of
Falmouth for the next
50 years

Town of Falmouth Planning Board



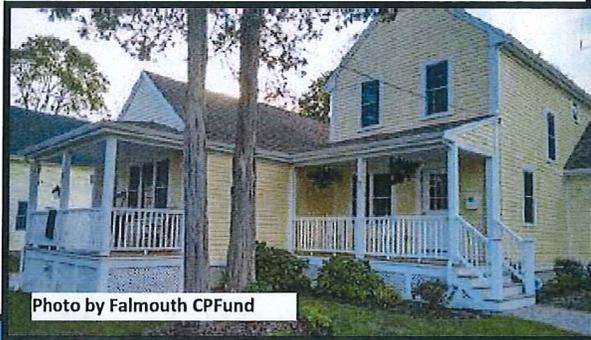


Photo by Falmouth CPFund



Photo by Falmouth Housing Trust



Photo by Atria Woodbriar

HOUSING

Narrative

Falmouth will have attractive, desirable, and affordable housing and residential amenities for people at all stages of life, for all abilities and life-styles, and for all incomes.

Falmouth's buildings and housing stock have reflected the cumulative needs of its residents from the 1600s to the present; this historical depth provides part of the charm that draws people to live in the town. Providing for future housing needs should not negate that which makes Falmouth an exceptional place to live. However, rising prices and demographic changes have created a disparity between what is available and what is needed. To provide housing diversity for today and the future, in both style and price-point, Falmouth needs to develop more flexible housing options.

The dominant housing form in Falmouth has long been the single family residence. However a sense of neighborhood should be strengthened by supporting innovative housing concepts, such as courtyard living, micro-housing, community housing with communal spaces, multigenerational dwellings that accommodate modern and variable family structures. Achieving more diversity in housing options will require zoning changes, along with community acceptance.

Falmouth can improve on its housing affordability by addressing land use regulations and density, construction methods and materials, and the permitting process. Mixed use development and adaptive re-use should be encouraged to promote smaller, more versatile units. An important goal is a higher percentage of rental opportunities. Private-public partnerships should be encouraged to meet the Town's needs, particularly for the young and elderly. Unless these and other opportunities are considered, Falmouth may have to look at economic constraints to create balance in the market.

In order to solve the housing problem in Falmouth, we need to change zoning to allow greater density in existing neighborhoods wherever appropriate, while respecting a balance of housing and open space. Locations for future housing options should be determined by available infrastructure, walkability, schools, and services. The form of the neighborhoods should be considered in any infill design. Increased density, including mixed-use development and innovative design, will promote diverse neighborhoods and vibrant social interaction, all signs of a healthy community.

Adequate and diverse housing is inextricably bound to the economic health and diversity of the community. Without housing for all, the viability of the town will be challenged.

Community Goal and Public Policies:

Falmouth will meet the *housing needs* of the *entire community*.

Policy #1: Falmouth will allow for greater infill residential density where appropriate.

Policy #2: Falmouth will allow and encourage the market to create multiple housing opportunities that allow for more choices.

Policy #3: Falmouth will accept responsibility for providing housing for people at all stages of life and all levels of income, separate from mandatory state statutory requirements.

(Voted at April 2015 Town Meeting)

Action Items for Implementation:

- Prioritize the options and ideas found in the “Falmouth Housing Demand Study,” dated October 1, 2014, prepared by RKG, Associates, and determine how they may be implemented.
 - Short-term: begin immediately.
 - Responsible Parties: Board of Selectmen, Planning Board, Town Manager, Planning Department.
- Institute a program to monitor existing housing units, and enforce current conditions. Consider consolidating the number of monitoring agents active in the town.
 - Short-term: begin immediately.
 - Responsible Parties: Board of Selectmen, ZBA, Town Manager, Town Counsel.
- Strengthen public private partnerships to create more housing for vulnerable residents.
 - Short-term: begin immediately.
 - Responsible Parties: Human Services Department, private non-profit developers.
- Explore the creation of innovative zoning tools that will increase housing choices, including: a by-right accessory apartment overlay district; new districts that allow for multifamily housing, cottage courts, and other types of housing; revision to the “conversion” bylaw found at §§240-23.B, 240-28.B, 240-33.B, and 240-51.A (2).
 - Short-term: begin within the next 6-months.
 - Responsible Parties: Planning Board, Planning Department, Town Meeting.
- Explore innovative financing programs used to fund housing elsewhere and adapt them to fit Falmouth’s needs.
 - Short-term: begin within the next 2-years.
 - Responsible Parties: EDIC, private development partners, local banking community.

- Design an expedited permitting process for affordable housing projects requiring local permits.
 - Mid-term: complete within the next 5-years.
 - Responsible Parties: ZBA, Planning Board, Board of Health, Conservation Commission, Town Manager, Building Commissioner.

- Create a strategy based on redevelopment and adaptive reuse of existing structures leading to new, innovative housing types.
 - Mid-term: complete within the next 5-years.
 - Responsible Parties: EDIC, Redevelopment Authority, Planning Board, private development partners.

- Organize a “housing summit” to create a strategic plan for implementing tasks and increasing cooperation and communication between parties interested in housing issues.
 - Mid-term: complete within the next 5-years.
 - Responsible Parties: Planning Board, ZBA, local for-profit, and non-profit development partners, Affordable Housing Committee.



Orleans Comprehensive Plan



-Adopted December 1999-

-Amended May 2001-

-Amended October 2006-

10. Affordable Housing

10.1 Overview

Affordable housing is defined by the Cape Cod Commission as dwelling units that cost no more than 30% of the gross income of households that are at or below 80% of the county median income. The Commonwealth, however, requires that housing be subsidized in some manner or restricted in price by deed in order to be considered "affordable." The analysis and conclusions of this chapter are predicated on providing the level of affordable housing that is required by the Commonwealth.

In Orleans, affordable housing is a long-term problem with no simple or quick solution. No opportunity, public or private, should be overlooked in an effort to move forward. Success will be measured in the sum of many small steps and initiatives.

While Orleans shares many county-wide housing problems, conditions for the development of affordable housing are, in many respects, more difficult in Orleans than in other towns. Housing and land costs are high and year-round rental opportunities are limited and expensive. For this reason the importance of Town initiatives and active support on every level cannot be overemphasized. The Town has demonstrated a commitment to increase the stock of permanently affordable rental opportunities as well as opportunities for first time home-buyers.

10.2 Goals & Policies

Goal

To promote the provision of fair, decent, safe, affordable housing for rental or purchase that meets the needs of present and future Orleans' residents. The Town will seek to raise its affordable housing stock to 10% of all year round units by 2020.

Policies

- Affordable housing should be encouraged in all areas including areas of mixed-use residential and business development, but not in industrial areas.
- Residential construction and redevelopment of 10 units or more should provide at least 10% of the proposed units as affordable units, under a program of qualification administered by the Orleans Housing Authority.
- Affordable housing units should remain affordable long-term through the use of deed restrictions or rental restrictions.

- Affordable housing units should be compatible with respect to design, appearance, construction, and quality of materials with other structures in the area.
- Housing contributions should be placed in the Affordable Housing Trust Fund, to be used to further affordable housing initiatives as recommended by the Joint Committee on Affordable Housing.

Goal

To promote equal opportunity in housing, both ownership and rental, and give special consideration to meeting the housing needs of the most vulnerable segments of Orleans' population including, but not limited to: very low income (50% of median income), low income (51%-80% of median income), single parent heads of households, elderly, minorities, the homeless, disabled, and others with special needs.

Policies

The Town should actively participate in regional affordable housing strategies, funding opportunities, and initiatives

- The Town should consider other options for affordable housing alternatives adhering to the needs of displaced residents and seasonal employees.
- In all of its actions the Town shall work to prevent discrimination in housing because of race, color, creed, religion, sex, national origin, primary language, age, political affiliation, disability, sexual orientation or any other consideration prohibited by law, and shall not knowingly approve any development that so discriminates.

Goal

To utilize seek out, provide support and encourage the development of innovative strategies designed to address the housing needs of Orleans' residents, with particular attention to the needs of low and moderate income renters.

Policies

- Reuse of existing structures as a means for creating affordable housing should be encouraged.
- The Town should monitor changes in the special needs population and provide additional programs and facilities as necessary.

Goal

10.3 Inventory

The following inventory and analysis describes the condition, type, and affordability of Orleans' housing stock with respect to income, age, and household relationship. The inventory includes: (1) the location of housing types; (2) opportunities for conversion of existing structures to affordable housing units; and, (3) housing facilities that meet the needs of special segments of the population. Also included is an inventory of housing organizations both on the Cape and within Orleans with the ability to develop or manage affordable housing units.

Affordable Housing Units are those which may be purchased or rented by those who meet the guidelines for maximum annual income for a low-income or moderate-income family or household, and whose expenditure for housing costs does not exceed 30% of the gross annual income of an owner and 30% of the gross annual income of a renter in the previous calendar year. Based on October, 2004 data the a family of four (4) making less than \$49,450.00 annually qualifies for affordable housing units in Orleans are:

The following series of tables provide information on housing in Orleans. The source of the data is the 2000 U.S. Census. The U.S. Census is conducted every 10 years and is the most complete, and in some cases the only, source of data for certain statistics. For example, income data is only available through the Census report. However, data on the median sales price of a home is currently available. In illustrating the difference between housing cost and the ability to afford a home, based on income, the income figures cannot be compared to recent housing data. Therefore, 2000 Census data is used as the basis for information because it is consistent, reliable and is the most commonly used source of data for comprehensive planning purposes.

Table 10 - A: 2000 Year Round and Seasonal Housing in Orleans

Type of Housing Stock	Number of Units	% of Total Units
Year round housing	3,106	60.8%
<i>Owner occupied</i>	2,329	75%
<i>Renter occupied</i>	745	24%
Seasonal Housing	2,002	39.2%
Total Housing Units:	5,108	100%

Source: 2000 US Census Data

The table below presents information on the number and type of housing units in Orleans.

Table 10 - B: 2000 Housing Units

Total housing units	5,108	100.0 %
UNITS IN STRUCTURE		
1-unit, detached - (Single Family Home)	4,167	81.6 %
1-unit, attached	141	2.8 %
2 units	176	3.4 %
3 or 4 units	153	3.0 %
5 to 9 units	62	1.2 %
10 to 19 units	134	2.6 %
20 or more units	270	5.3 %
Mobile home	5	0.1 %
Boat, RV, van, etc.	0	0.0 %

Source: 2000 US Census Data

The table below inventories the type and number of subsidized housing units in 2004.

Table 10 - C: 2004 Affordable Unit Type and Number

1. Tonset Woods	100 one bedroom units	Restricted to elderly or disabled
2. Rock Harbor Village	80 one bedroom units 20 two bedroom units	Restricted to elderly or disabled
3. 181 Main Street	8 one bedroom units	Restricted to elderly or disabled
4. 53 Meetinghouse Rd	2 four bedroom units	Restricted to elderly or disabled
5. Canal House	8 one bedroom units	Restricted to substance abuse patients only
6. 3 Tonset Rd	1 staffed residence	Restricted to mentally disabled
7. Opa's Way	12 single family homes	Restricted to families who earn 60% to 80% of the median family income
8. Windmill Plaza	4 one bedroom units	Restricted to families who earn 60% to 80% of the median family income
9. Habitat for Humanity -Rt 28	2 single family homes	Restricted to families who earn 60% to 80% of the median family income
10. John Avellar Cir.	10 units	Restricted to families who earn 60% to 80% of the median family income
11. Finlay Road	3 Units	Restricted to families who earn 60% to 80% of the median family income
12 Wise Living	11 Units	Restricted to elderly who earn 60% to 80% of the median family income

Source: Orleans Housing Task Force, 2004

The Commonwealth defines affordable housing differently than the Cape Cod Commission. According to the Commonwealth housing may be considered "affordable" if it: (1) has a subsidized mortgage; (2) has a rental subsidy such as Section 8; or (3) is restricted in price by a long-term deed restriction. This means that low cost housing that does not meet the criteria of the Commonwealth does not count toward the 10% goal.

Orleans Current Position

Even though Orleans is challenged by affordable housing issues, the Town has the highest percentage of affordable housing units in the county. According to the State Department of Housing and Community Development, 8.5% of the Town's housing stock is considered to be affordable. What this statistic does not reveal, however, is the very small percentage of affordable housing stock available to families within this 8.5%. Two hundred and nineteen units of affordable rentals are restricted to the elderly and persons with disabilities. For families, there were only 14 permanently affordable rentals in Orleans. The following statistics show that Orleans is again making progress towards achieving a 10% goal.

In 1980, 8.8% of Orleans housing stock was subsidized. This dropped to 8.1% by 1997. A total of 915 housing units were constructed between 1980 and 1990, only 11 of which were developed as affordable, thus lowering the percentage of affordable housing stock. In 2004, the amount of subsidized housing stock is back up to 8.5%. New housing production in Orleans has stabilized at around 45 units a year and since 1990 the Town has added 31 units of affordable housing. It is important to note that the percentage will decrease if market rate units are developed at a faster rate than affordable units. With every new home constructed, the Town falls further behind in achieving the goal if there are not affordable homes built to keep pace. In 2004, the median single family home sale price was \$638,000. At market prices like these the affordability gap grows even larger and affordable housing development becomes more and more difficult.

Based on the projected number of housing units at buildout, there will need to be 467 affordable housing units in order to reach the 10% goal set by the Commonwealth. Since there are 250 existing affordable units, there will need to be an additional 217 units. Table 10 - D shows the calculation of these figures.

Table 10 - E: Future Affordable Housing Units Required to Meet 10% Goal

Current Total Housing Units (2000 US Census)	5,108
Current Total Occupied Year-round (60.8%) (2000 US)	3,106
Additional New Units at Build-out* (Year-rd - 60.8%)	1,562
Total Year-round units at Buildout*	4,668
Total Affordable Units Required (10%)	467
Total Current Affordable Units	250
Total New Affordable Units Needed	217

Source: Current units based on 2000 U.S. Census;

*Buildout projections in the Land Use Chapter were based on the 40 yr outlook and 2003 Assessors data.

This can be achieved through a variety of approaches including, but not limited to: (1) conversion of existing housing stock, (2) development of new private or public affordable units, (3) passage of inclusionary zoning requirements that would require a certain percentage of affordable units be constructed as part of all new developments over a certain size.

If no new affordable housing is developed by buildout, the percentage of affordable housing stock would fall to approximately 5%.

There are other issues which work against the achievement of the 10% goal. They include the following:

1. *Shortage and high price of rental housing* - The lower price rental market has long been difficult in Orleans, which has produced few standard rental units over the years. In the summer of 1999, rental vacancies were so scarce that a tenant losing a rental stood a good chance of not finding a replacement, even becoming homeless, accelerating the trend of Orleans toward a more homogeneous population of middle and upper income people.
2. *Inability to purchase housing* - Low and moderate income families find it difficult to save enough money to afford the 5%-10% down payment on a home. While some could afford the mortgage payments, saving the \$ 15,000 - 20,000 down payment prevents many people who could pay for a home from buying one.
3. *Housing for People with Special Needs* - Orleans has a number of residents with special needs. Some have benefited by the construction of specially designed environments such as Canal House for people recovering from substance abuse. However, other special needs are not being met. There is a need for temporary shelter for the homeless and for assisted living for the elderly. Although there is still unmet need, historically the Town has had significantly more success with the development of housing for elderly or people with special needs than it has with producing family housing.

REGIONAL HOUSING MARKET ANALYSIS AND 10-YEAR FORECAST OF HOUSING SUPPLY AND DEMAND

BARNSTABLE COUNTY, MASSACHUSETTS

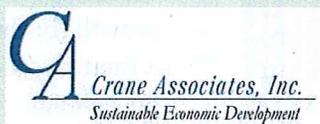
JUNE 30TH 2017



Submitted to
Barnstable County
and the
Cape Cod Commission



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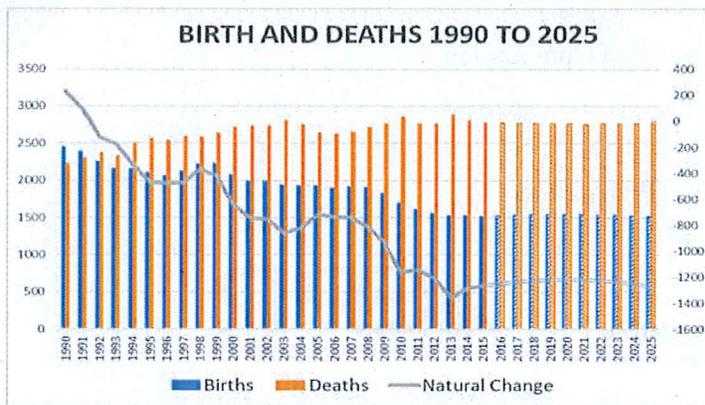
EXECUTIVE SUMMARY

Housing on Cape Cod experienced significant changes in its composition and market demands over the last 10 years. This study analyzes these changes and helps plan for a resilient, healthy, and vibrant Cape Cod by understanding its housing status and where the housing market is likely going. Housing markets are dovetailed so tightly into the overall economy that it is debatable which one drives the other. Labor and wages dictate affordable housing prices but wages are limited by what employers can afford. Since the mid-2000s the Cape's housing markets have been impacted by large, uncontrollable macro-economic forces including: the rise of a strong Boston metropolitan economy; the housing market crash of 2009; the retiring baby-boomers being attracted to Cape Cod's beauty; and the Cape's seasonal economy serving long-standing, historic traditions as a vacation destination for generations. These macro-economic forces, combined with natural resource constraints and local government growth control policies, have resulted in low prevailing wages but high demand for seasonal homes and retirement homes, and created a highly constrained housing market for residents to a level which has never been experienced. The Cape Cod Commission recognized the critical role that housing plays in a region's economy and initiated this study to fully understand how these housing market dynamics are impacting the lives of all residents.

Planning for housing that is obtainable to all Cape Cod residents is the overall objective of this study. To meet this objective, the Commission hired the consulting team of Crane Associates, Inc and Economic and Policy Resources, Inc of Burlington Vermont in January 2017. The consultants completed: a forecast of population, households and the economy of Barnstable County to the year 2025; an inventory of housing unit supply; a forecast of housing supply and demand for the year 2025; and an affordability gap analysis.

Forecast

The forecast is based on the underlying economy of the United States, Massachusetts and

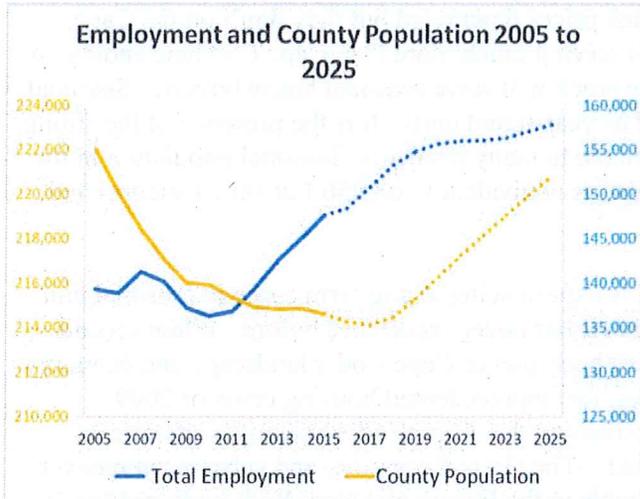


Barnstable county, which then drives assumptions on future growth in specific sectors of the economy and a demand for labor. The forecast's net migration numbers are integrated with Barnstable's County's natural growth (births-deaths) to arrive at a final forecast of people and households. The forecast methodology was created specifically for Barnstable County

and arrives at conclusions that refute prevailing opinion that Cape Cod is losing people. While natural population is decreasing, overall net population will increase due to employment growth.

Cape Cod has declining natural growth. Since 1992 there have been more deaths than births every year up to today. On average, there are 1,003 more deaths each year than births since 2005.

Births and death rates are slow moving statistics, driven by natural causes and therefore they are expected to continue to decline through the forecast period (2025).



Year	Upper Cape	Mid Cape	Lower Cape	Outer Cape
2016	85,703	81,904	34,023	12,646
2020	86,176	83,094	34,217	12,807
2025	87,517	85,325	34,841	13,137

NET POPULATION GROWTH				
Year	Upper Cape	Mid Cape	Lower Cape	Outer Cape
2020	256	1,181	84	151
2025	1,598	3,412	708	481

Employment on the other hand is expected to rise steadily over the forecasts period and result in a net in-migration of people. From 2005 to 2011 the county experienced a sluggish economy, and then major recession, which caused a net out-migration of people. The forecast for 2017 to 2025 is that the economy will grow slowly. Employment growth will grow stronger than the loss of natural population and the result will be a net in-migration.

In total, there will be 6,200 new people on the Cape over the next 10 years and a clear majority will be a result of employment growth and in-migration. The mid-Cape will have 55% of this growth, followed by the Upper Cape, Lower Cape and Outer Cape in that order. Seniors, those over 64 years of age, will make up 35% of the entire population. The next largest age group is the next youngest, 45 to 64 years aged cohort. Between these two cohorts, 66.7% of the entire population on the Cape will be over 45 years old.

The population and economic forecast forms the foundation of this entire study. It is what creates households and what causes the underlying demand for housing units. Since most of the Cape’s population has already formed independent households, the demand for new units would normally decrease. However, the declining household’s sizes (caused by deaths and smaller families) will offset slow formations of households and result in an increased demand for new units. Overall, for the next 10 years, Barnstable County’s population will increase by 3.3%; households will increase by 3.4%; employment will increase by 5.5%; and housing stock will increase by 4%

Housing Market Analysis

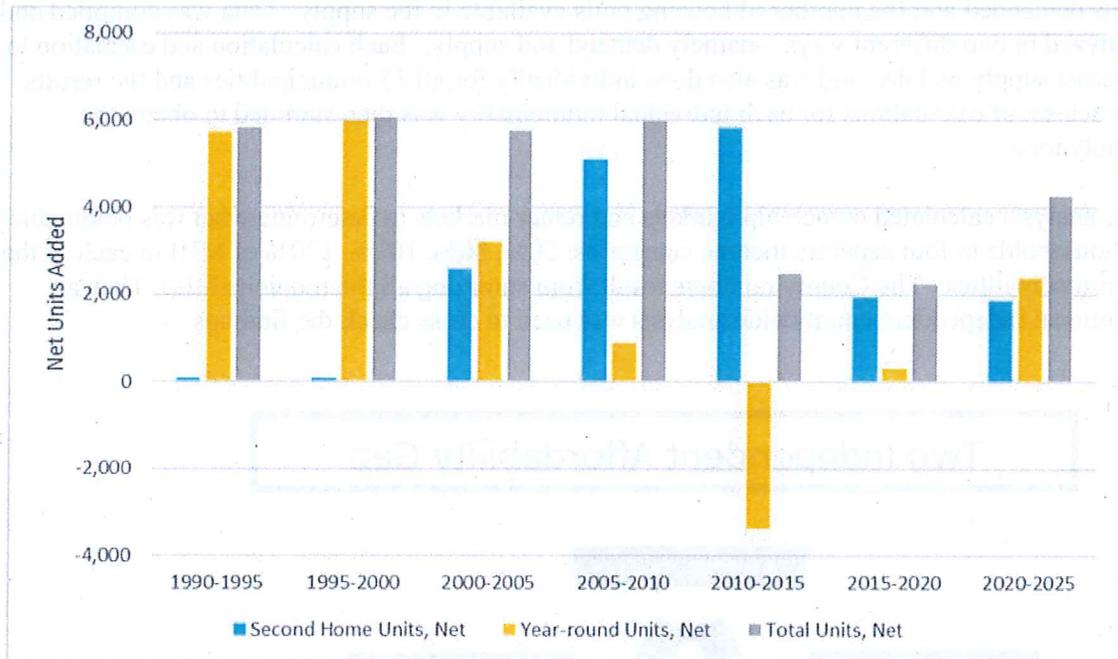
Under normal market conditions, if total housing stock increases faster than household growth, there shouldn’t be a housing shortage. However, market conditions on the Cape are impacted by external forces that most housing markets don’t experience. The cost of the housing stock will be unobtainable to about half of Cape Cod’s population due to low wage growth. The affordable

hourly wage for a single owner of a median priced home on the Cape is \$38.37 or a few dollars less than \$80K/ year. The median wage for the seven most common employment sectors all fall below this amount. In a free market, like housing, price is set where supply meets demand, so an oversupply of housing stock should adjust prices downward but they don't on the Cape. This is because Cape Cod's housing market is serving much more than Cape Cod households. A majority of the 4% growth in the total housing stock will serve seasonal house buyers. Seasonal unit demand will grow by 6% or twice as fast as year-round units. It is the presence of the strong seasonal demand that makes housing unobtainable to many residents. Seasonal population in the county, when averaged over a full calendar year, is equivalent to 68,856 full-time residents and this number will steadily increase.

While second homes have been part of Cape Cod's landscape and economy for decades, the unprecedented housing crisis of 2009, created something that Cape Cod's housing market never experienced.

The Cape is experiencing a long-term surge in seasonal unit demand that it has never experience before. While second homes have been part of Cape Cod's landscape and economy for decades, the unprecedented housing crisis of 2009, created something that Cape Cod's housing market never experienced. The Great Recession, and subsequent recovery by households in the Boston and New York metropolitan areas, resulted in a historically large number of new seasonal unit demand, including new additions and conversions from year-round units. This shift in market dynamics occurred in a relatively short period of time, from 2010 to 2015, but will continue to have a long-lasting effect on Cape Cod's housing market for at least the next decade. The conversions in units

away from year-round units to seasonal units is illustrated by the over 3,000-unit decline in year-round units the county experienced over the 2010 to 2015 period. This in-turn creates a "market momentum" for additional seasonal unit demand that will last for an extended period of time.



Continued growth in seasonal units will likely make it more difficult for year-round households to find year-round units at affordable prices as increasing seasonal unit demand puts upward pressure on housing prices. This will constrict the supply of available units suitable for year-round residents as the year-round unit supply experiences conversions to seasonal units.

The long history of decisions by municipalities to limit growth and to protect their natural resources should be commended because it created the Cape Cod that most people know and love. However, we must also recognize that these decisions created a seasonal economy ...

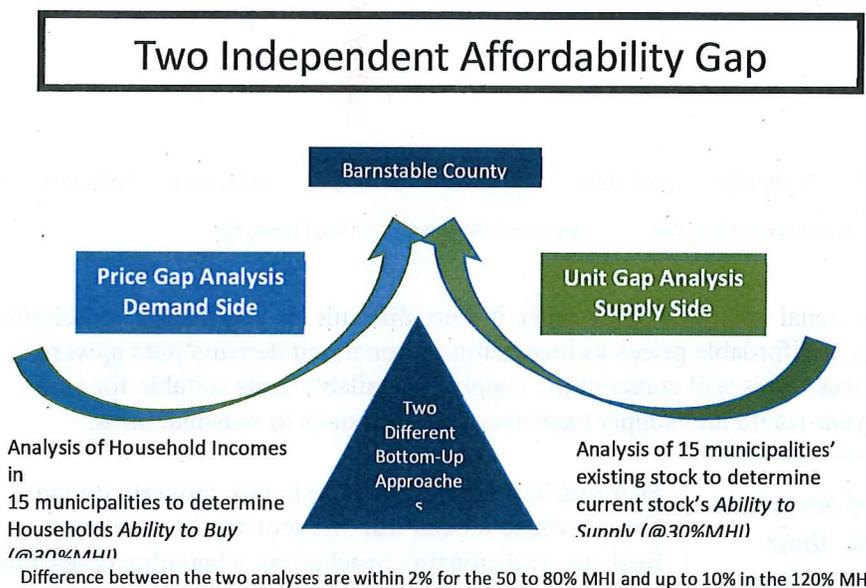
Seasonal homeowners choose to buy property on the Cape because it is beautiful. Its protected natural areas, fresh air, and amazing beaches are what attracts seasonal home buyers, weekly vacationers, and retired couples. The long history of decisions by municipalities to limit growth and to protect their natural resources should be commended because it created the Cape Cod that most people know and love. However, we must also recognize that these decisions created a seasonal economy in which most jobs are seasonal leading to part-time residents who do not pay property taxes which further increases municipal government's incentive to attract more seasonal homeowners. The people on the Cape who are struggling to find year-round housing are the same people struggling to find year-round employment. Analysis of

the economy shows that 49% of all employment on the Cape is in the three economic sectors that primarily serve tourists and second home owners.

To determine the affordability of housing to Cape Cod residents of different municipalities, tenures and income levels, two bottom-up "affordability gap analyses" were completed. An affordability gap analysis will show the estimated difference between the number of housing

units demanded and the number of housing units available in the supply. Data was compiled and analyzed in two different ways—namely demand and supply. Each calculation and escalation to forecast supply and demand was also done individually for all 15 municipalities and the results of each set of calculations for each individual municipality was then summed to obtain the county total.

The analysis calculated ownership markets and renter markets to determine what was obtainable to households in four separate income categories: 50%, 80%, 100%, 120% of MHI in each of the 15 municipalities. The County numbers result from summing all the municipalities. Then an additional independent countywide analysis was used to cross check the findings.



Affordable housing means that 30% of a household's total monthly income is greater than or equal to its monthly housing costs. For ownership markets, the MMHI is about \$1,800 and their housing costs are mortgage, taxes insurance, and utilities. For renters, MMHI is \$826, which must pay for rent and utilities.

Findings

The study estimated that, in calendar year 2015, the county had a total affordable housing unit gap of 26,364 units (including an estimated gap of 21,924 owner units and 4,441 renter units) for household income levels at or below 80% of median household income. For owner and renter units at and below 120% but above 80% of median household income, unit demand and unit supply were better balanced in the county in calendar year 2015, with a total of 7,504 more units supplied than demanded at the above 80% to 120% of median income category. This includes 6,743 units cumulatively for those two household income categories for owners and 761 rental units for those at 120% of MHI. This means that, in theory, there is an oversupply of 7,400

housing units obtainable to those households earning 100% to 120% MHI, or units priced between \$230,000 to \$400,000.

...in theory, there is an oversupply of 7,400 housing units obtainable to those households earning 100% to 120% MHI, or units priced between \$230,000 to \$400,000.

However, the reader should be aware that at least a portion of the 7,400 units in 2015 were obtainable (or affordable) to the 100% and 120% of median household income households but not available because they were occupied by households paying less than 30% of their household income on housing. This is likely the cause of a housing supply bottleneck at 100%-120% of median household income as households—many of whom have many housing choices versus the lower income households—were occupying units affordable at that level. This bottleneck was particularly evident in the seniors (and “empty nesters”) in the area, where seniors were still living in larger family units despite no longer needing them.

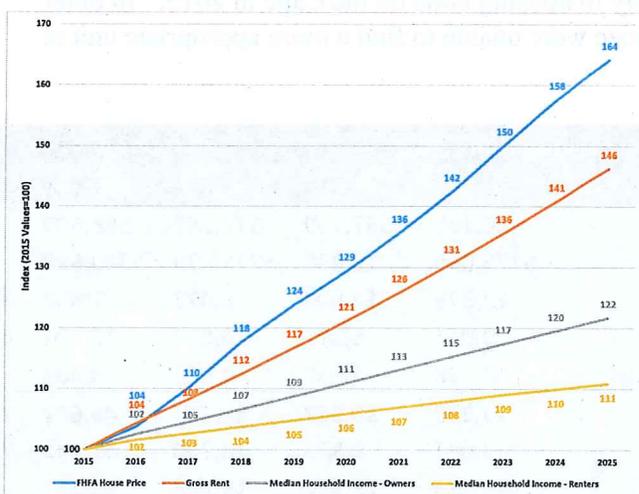
If seniors were given the option of downsizing into appropriate sized units, this option could potentially fill about one-third of the current housing gap. However, this was viewed as a challenge because there was a lack of diversity in housing units on the Cape in 2015. In other words, even those seniors that want to downsize were unable to find a more appropriate unit at an affordable price.

Barnstable County-Estimated Affordable Gap for Owner Units, 2015					
% of Median Household Income	50%	80%	100%	120%	>120%
Income (County Average)	\$36,125	\$57,799	\$72,249	\$86,699	
Affordable Price (County Average)	\$125,043	\$212,438	\$271,473	\$330,618	
Estimated Unit Demand	17,379	12,908	8,477	7,858	32,753
Estimated Unit Supply	3,041	5,322	10,557	12,521	47,934
Affordability Gap in Units (demand minus supply)	14,338	7,586	-2,080	-4,663	
Cumulative Demand	17,379	30,287	38,764	46,622	79,375
Cumulative Supply	3,041	8,363	18,920	31,441	79,375
Cumulative Gap	14,338	21,924	19,844	15,181	
Barnstable County-Estimated Affordable Gap for Renter Units, 2015					
% of Median Household Income	50%	80%	100%	120%	>120%
Income (County Average)	\$16,530	\$26,447	\$33,059	\$39,671	
Affordable Rent (County Average)	\$413	\$661	\$826	\$992	
Estimated Unit Demand	5,232	3,540	1,978	1,646	9,009
Estimated Unit Supply	2,363	1,969	1,807	2,407	12,858
Affordability Gap in Units (demand minus supply)	2,869	1,572	171	-761	
Cumulative Demand	5,232	8,772	10,750	12,396	21,405
Cumulative Supply	2,363	4,332	6,139	8,546	21,405
Cumulative Gap	2,869	4,441	4,611	3,850	

Source: U.S. Census Bureau, American Community Survey; EPR

The gap analysis was completed for each municipality and for the four sub-regions of the county. There were significant disparities between the regions with the Outer Cape experiencing the greatest housing cost stress and the Upper Cape experiencing the least. Likewise, some municipalities were facing housing stress at income levels below 50% of HMI while others were stressed at all income levels. This disparity between sub-regions only adds to the body of evidence that a regional, intermunicipal strategy is needed to address all of the county’s housing issues.

The 10-year forecast indicates that housing costs versus forecasted increases in household income within the county will worsen. The estimated gap in units that would be affordable at or below the 80% of median household income level is expected to increase. This prospective deterioration of affordability is expected to be more significant in the owner tenure category. Looking forward to calendar year 2025, it is unlikely that many of the 2,712 net year-round unit additions between calendar years 2016 and 2025 will enter the county’s housing supply at either affordable price points (for owner units) or affordable rent levels (for renter units), other than a limited known list of housing development projects currently being developed in the Upper-Cape and/or Mid-Cape regions.



The study forecasted that the trajectory of owner unit housing price points was likely to increase by an average of 5.1% per year over the calendar year 2015 to calendar year 2025 period, and affordable gross rent levels for renter units across the county estimated to increase at the rate of 3.9% per year over the same time frame, with the utilities portion increasing at a rate one-half of that at 1.5% per year. In contrast, county-wide median household income growth was forecasted to increase at a more modest 2.0% per year

(on average) for owner households over the calendar year 2015 to calendar year 2025 period, and median household income for renter households was forecasted to increase at the average annual rate of 1.0% per year in the county (on average) over the same period. As a result, this forecasted housing cost-household income disparity made it clear that housing affordability in the county was expected to erode further going forward.

The study shows that the current trajectory of trends in housing costs and income growth are likely to result in a significant increase in the total affordable housing unit gap for the county. By calendar year 2025, the study forecasted that the county would likely have a total housing unit gap of 33,597 units (including an estimated gap of 28,494 owner units and 5,103 renter units) for households at or below the 80% of median household income level—a net increase of 6,571 owner units from calendar year 2015 and a net increase of 663 renter units from calendar year 2015.

Moving Forward

This study's research and analysis confirms that Cape Cod has an unusual and complex housing challenge. It is most important to remember two overarching messages about the Cape's housing challenges before presenting solutions. First, it is the convergence of four major societal elements, demographic, economic, natural, and physical, not any one alone, which makes the challenge so difficult. Second, Barnstable County is currently short about 22,000 housing units obtainable to all income categories below \$90,000. The County is forecasted to be short only another 2,700 over the next 10 years. Therefore, the real estate situation that the Cape is facing today didn't occur in the last 5 or 10 years but is a result of "deferred maintenance" from a long series of decisions made over the last two or three decades by 15 independent municipalities. These two overarching messages call for an integrated approach that relies on intermunicipal cooperation and that addresses all four elements of the problem concurrently.

The strategies presented here are intended to address both the demand and supply sides of the equations. A demand-side problem means that the buyer does not have enough income to pay for the housing units available, and therefore doesn't "demand" one. Supply side housing problems mean that there is not enough stock in the supply to meet the current demand. Demand side strategies are intended to increase household revenue while supply side strategies are intended to increase the stock of housing.

Strategies that simply increase the supply side of the equation will not address the underlying causes of the housing challenges on the Cape today. Increases in the supply and types of units for all households, at all income levels, is indeed an immediate need in the county, however, if housing unit supply increases without addressing the demand side issues, there will be a strong economic incentive for the new construction to be converted to seasonal units. The short-term forecast shows that seasonal units will continue to compete for year-round units and newly built condominiums, rental units or even year-round single-family units will continue to be attractive to seasonal buyers.

if housing unit supply increases without addressing the demand side issues, there will be a strong economic incentive for the new construction to be converted to seasonal units.

Housing strategies on the Cape must address all four major societal elements: demographics, economics, physical infrastructure, and natural resources. They all must be addressed in a comprehensive and integrated approach. The care and conservation to protect Cape Cod's natural resources created an attractive place for second home owners and retirees. This success must be leveraged to now attract year-round employers. However, year-round employers need something more than homeowners, they need physical infrastructure. Sewer, water, public transportation, advanced telecommunications, and energy infrastructure are needed to diversify the economy and make housing more obtainable to a wider range of households and families. Conservation

through land preservation and growth control policies, such as low-density housing, works well but only up to the point where groundwater and private septic systems become too close to each other, when roads become clogged, and habitat on privately held land becomes developed. At that point, land becomes scarce and therefore more expensive, and the cycle of dependency on a

seasonal economy becomes reinforced. The Cape's past conservation efforts worked well but are now at a crossroads, where new approaches are needed that depend on the concentration of infrastructure, housing, and employment. Likewise, the diversification of the economy and housing types also depends on the concentration of infrastructure, which then attracts new businesses and employees looking for both urban conveniences and conserved recreation lands for a well-balanced life of work and play. The report concludes with the following recommendations:

Adopt the following Housing Targets and create an Economic Efficient distribution to increase supply.

Table 7.1__ Targets for Total Ownership Units Demanded		22000	
Year-Round Ownership Market	% of Market	Unit Demand	
>65 aged at 100% + MHI	28%	6,160	
>65 aged at 80-100% MHI	7%	1,540	
>65 aged at< 80% MHI	5%	1,100	
Family Households at 50% to 80% MHI	8%	1,760	
Family Households at 80% to 120% MHI	30%	6,600	
Households w/out children at 50% to 80% MHI	7%	1,540	
Households w/out children at 80% to 120% MHI	15%	3,300	
Total Ownership Units Demanded	100%	22,000	

Total Rental Units Demanded		4800	
Year Round Rental Market	% of Market	Unit Demand	
>65 aged at 100% + MHI	28%	1,344	
>65 aged at 80-100% MHI	17%	816	
>65 aged at< 80% MHI	15%	720	
Family Households at 50% to 80% MHI	10%	480	
Family Households at 80% to 120% MHI	2%	96	
Households w/out children at 50% to 80% MHI	22%	1,056	
Households w/out children at 80% to 120% MHI	6%	288	
Total Rental Units Demanded	100%	4,800	

The 15 municipalities should adopt these housing target and then divvy up these totals based on economic efficiency, not based on equal or proportional shares. The most appropriate development should occur in the most appropriate places and therefore increase the efficiency of housing and land. This may mean that some municipalities do not take on any new development of a certain market segment while others take a disproportionately larger percentage. As long as all target market segments are distributed across the County the net effect will be an improved housing market in the County and further progress towards a year-round economy. The approach would require creating a Decision Support Model that used objective economic and housing market criteria such as data on land, infrastructure, and market preferences to distribute the housing targets. We created a draft list of housing targets for 14 different market segments of owners and renters for your to further refine as a launching point for discussions.

Increase the Diversity of Senior Housing

The senior household population on the Cape can absorb 11,000 units divided over five major housing types: independent ownership, independent rentals, continuing care retirement communities, assisted living facilities and skilled nursing homes. We recommend creating detailed strategies for dividing these 11,000 units into specific market segments for seniors. A special Senior Housing Committee (SHC) of developers, real estate professionals, non-profit advocacy groups, and other specialist should be formed to determine the appropriate allocation.

Increasing the supply of senior housing is probably the single most important action you can take to relieve housing cost stress across all households of all ages and incomes. Expanding options for developing retirement communities that will attract seniors out of their current, oversized homes and into appropriately designed units is critical for the Cape today.

Increase the Diversity of Multi-Family Housing

Similar to the senior housing approach, the total demand should be broken down into seven market segments: three for seniors; two for families; and two for households without children. Specific strategies on location, product types, and funding are needed for each market segment. A housing preference study should be used to help guide these decisions

Expand on this report

This report is not finished. While the data collection and analysis is completed. Due to timing constraints, a thorough understanding of the findings was not possible by all stakeholders. There are many interrelated development issues, policies, and history that brought the County to its current housing status. We believe the County would benefit from more time interpreting the findings and developing policies. This report needs to be read thoroughly; the data analyses and findings need to be understood. Then a more comprehensive program of public involvement and stakeholder dialogue should be engaged for the purposes of creating implementation policies. One of the most prominent outcomes of a recent policy session on this project was the need to continue this dialogue. Knowing the data and findings of this report is key to ensuring that the policy discussions are based on facts.

Consider a Detailed Housing Market Preference Study

A market preference study will provide critical information on how to distribute countywide housing targets by different market segments. It feeds information to the Decision Support Model that we recommend and provides objective data on an economically efficient distribution of units. It will also provide a level of housing market details that has not been generated previously for Barnstable County. For example, why are seniors still living in oversized 4-bedroom homes that are falling in disrepair and are expensive to maintain? This is not a rational choice. Healthy seniors are not downsizing and this puts a strain on the existing stock to serve the current population. A housing preference study would answer this and many other questions about what all market segments are requesting including: Unit Types; Degree of Compactness;

Location; Municipality: preferred municipality and why; Public Infrastructure; Interior Design; Exterior Design.

Accommodate life stages through better urban design

Single and two person households over 65 years of age is the demographic group that will dominate the Cape in the next 20 years. The demographic that the Cape's economy needs to attract now but doesn't have is young professionals between 25 and 35 years of age working in non-tourist sectors such as finance, technology, science and engineering. There is one common element that these two groups share: they are both demanding compact urban forms. Yet, the Cape in general (with some exceptions) is not meeting these demands. A concerted effort between 15 municipalities is needed to design new urban forms, complete with the public infrastructure amenities, that these groups are seeking. It would behoove all 15 municipalities to combine efforts and adopt a regional growth plan. Their task would be to create regional growth centers that are designed and planned to absorb 70%- 80% of all future growth on the Cape. That growth includes 22,000 year-round ownership units; 4,800 year-round rental units; and 8,000 new jobs.



CAPE COD
COMMISSION

APPENDIX C
Municipal Endorsement Letters

TOWN OF EASTHAM

2500 State Highway, Eastham, MA 02642-2544
All departments 508-240-5900 • Fax 508-240-1291
www.eastham-ma.gov



Mr. Kurt Gaertner
Executive Office of Energy and Environmental Affairs
100 Cambridge Street, 9th Floor
Boston, MA 02114

October 19, 2017

Re: Cape Cod Commission- Town of Eastham – Community Resiliency by Design
Letter of Endorsement -Technical Assistance Request

Dear Mr. Gaertner,

In response to development pressure on the Rural Route 6 Commercial Corridor the Town of Eastham has declared a segment of Route 6 as a District of Critical Planning Concern (DCPC) and has requested a moratorium on development in this zone to allow the Town time to develop strategies to support planned growth. We are engaged with the Cape Cod Commission on land use strategies for this area to allow development while sustaining rural character and addressing the safety and environmental impacts of anticipated growth. The Town of Eastham is challenged by its need to diversify its housing market to meet the needs of our year-round population.

The development of architectural form and design models supporting density that is economically feasible and consistent with community form ideals will provide Eastham with a tool to plan for increased density in areas supported by infrastructure and to preserve and restore land in areas better suited to support flood management and water quality and the natural habitat so important to our local economy.

Sincerely,


Jacqueline Beebe
Town Administrator



TOWN OF FALMOUTH

Office of the Town Manager & Selectmen

59 Town Hall Square, Falmouth, Massachusetts 02540

Telephone (508) 495-7320

Fax (508) 457-2573

October 19, 2017

Mr. Kurt Gaertner
Executive Office of Energy and Environmental Affairs
100 Cambridge Street, 9th Floor
Boston, MA 02114

Subject: Town of Falmouth – Community Resiliency by Design; Cape Cod Density; Letter of Endorsement Technical Assistance Request

Dear Mr. Gaertner,

The Town of Falmouth has worked with the Cape Cod Commission to develop a land use strategy for the “Davis Straits and Worcester Court” area to develop a community vision and strategies to increase the economic potential of an existing transitional commercial area and to plan for the impacts of climate change and sea level rise. Falmouth seeks to advance this planning work with the Cape Cod Commission and supports this collaborative application to develop architectural design, scale, form and massing of housing and mixed-use consistent with our Cape Cod Regional Design Guidelines and the “Worcester Court” area.

The development of architectural form and design supporting density which is both economically feasible and consistent with our community ideals will allow our community to more successfully approach strategies to increase density in those areas supported by infrastructure while at the same time encouraging more limited activity in those areas suited for naturalized restoration or protection to support flood management and enhancement of water quality. Thank you for your consideration of this strategically-timed application.

Sincerely,

Julian M. Suso

Falmouth Town Manager

Cc Board of Selectmen



Town of Orleans

19 School Road Orleans Massachusetts 02653-3699

Telephone (508) 240-3700 – Fax (508) 240-3388

Town Administrator
John F. Kelly

October 20, 2017

Mr. Kurt Gaertner
Executive Office of Energy and Environmental Affairs
100 Cambridge Street, 9th Floor
Boston, MA 02114

Re: Cape Cod Commission- Town of Orleans- Community Resiliency by Design
Technical Assistance Request to Improve Land Use Practices

Dear Mr. Gaertner:

The Town of Orleans has routinely engaged with the Cape Cod Commission on land use strategies to allow for compact form in our Village Center. There is the potential for increased residential activity in our Village Center and in the more traditional retail areas nearby. In 2017, Orleans amended its zoning to support increased density, and we would welcome the opportunity to collaborate with the Cape Cod Commission on the proposed Community Resilience by Design program.

The development of architectural form and design models supporting density that is economically feasible and consistent with community form ideals will provide Orleans and other traditional village centers on Cape Cod with a tool to plan for increased density in areas supported by infrastructure and to plan to preserve and restore land in areas better suited to support flood management and water quality and the natural habitat so important to our local economy.

Thank you for your consideration of the Cape Cod Commission grant application.

Sincerely,


John F. Kelly
Town Administrator

AGENDA ITEM 9h

Authorizing the execution of an amendment to an agreement, through the Cape Cod Commission, with the Cape Cod Chamber of Commerce, for a regional initiative promoting and sustaining a maritime-focused economy, under a grant from the Massachusetts Executive Office of Housing & Economic Development, for the period of May 4, 2016 through June 30, 2018, increasing the maximum amount of the agreement by \$65,900.00 from a maximum of \$234,000.00 to a maximum amount of \$299,900.00

AMENDMENT #2
BETWEEN

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

and

Cape Cod Chamber of Commerce
5 Patti Page Way
Centerville, MA 02632

THE AGREEMENT, made July 20, 2016 and amended on June 14, 2017 by and between the Cape Cod Chamber of Commerce (hereinafter referred to as Grantee), and the Commissioners of Barnstable County, acting by and through the Cape Cod Commission (hereinafter referred to as the Commission) but without any personal liability, is hereby amended as follows:

2. Scope of Services. The Grantee shall perform the scope of services and adhere to all requirements as set forth in the Agreement, as amended, between Barnstable County through the Cape Cod Commission and the Seaport Economic Council (Attachment A.)

3. Time of Performance. Work shall continue until June 30, 2018 unless an extension in time is agreed to in writing by both the Commission and the Grantee.

4. Payment. The Commission shall compensate the Grantee for services provided under Section 2, Scope of Services, at the amounts detailed in Attachment A, increasing the current budget by \$65,900, up to a new maximum fee of \$299,900.

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

IN WITNESS WHEREOF, the Commission and Grantee have executed this Amendment this _____ day of _____ in the year two thousand and eighteen.

BARNSTABLE COUNTY COMMISSIONERS:

Leo Cakounes, Chair

Ronald Beaty, Vice-Chair

Mary Pat Flynn, Commissioner

Date

FOR THE COMMISSION:



Paul Niedzwiecki, Executive Director

Date

FOR THE GRANTEE:



Wendy Northcross, CEO

Date

ATTACHMENT A



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

CONTRACTOR LEGAL NAME: County of Barnstable (and d/b/a):		COMMONWEALTH DEPARTMENT NAME: Executive Office of Housing and Economic Development MMARS Department Code: EED	
Legal Address: (W-9, W-4,T&C): 3225 Main Street, Barnstable, MA 02630		Business Mailing Address: One Ashburton Place, Room 2101, Boston, MA 02108	
Contract Manager: Kristy Senatori		Billing Address (if different): same as	
E-Mail: ksenatori@capecodcommission.org		Contract Manager: Robin Pezzone	
Phone: 508-362-3828	Fax:	E-Mail: robin.pezzone@state.ma.us	
Contractor Vendor Code: VC6000194979		Phone: 617-788-3627	Fax: 617-788-3605
Vendor Code Address ID (e.g. "AD001"): AD001. (Note: The Address Id Must be set up for EFT payments.)		MMARS Doc ID(s): 2016SeaportCapeC	
		RFR/Procurement or Other ID Number: Award Round 2015	
<p align="center">NEW CONTRACT</p> <p>PROCUREMENT OR EXCEPTION TYPE: (Check one option only)</p> <input type="checkbox"/> Statewide Contract (OSD or an OSD-designated Department) <input type="checkbox"/> Collective Purchase (Attach OSD approval, scope, budget) <input 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 align="center">CONTRACT AMENDMENT</p> <p>Enter Current Contract End Date <i>Prior</i> to Amendment: June 30 _____, 20 <u>18</u> . Enter Amendment Amount: \$ <u>65,900</u> . (or "no change") AMENDMENT TYPE: (Check one option only. Attach details of Amendment changes.) <input checked="" 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)</p>	
<p>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</p>			
<p>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). \$ 299,900 _____.</p>			
<p>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.)</p>			
<p>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.) Seaport Economic Council grant funding for the Cape Cod Blue Economy in accordance with all information contained in Attachment A and Exhibits A - D. An amendment is necessary for the work of the project needs to continue on planning discrete components of the implementation/action plan.</p>			
<p>ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations:</p> <p><input checked="" type="checkbox"/> 1. may be incurred as of the Effective Date (latest signature date below) and no obligations have been incurred prior to the Effective Date. <input type="checkbox"/> 2. may be incurred as of _____, 20____, a date LATER than the Effective Date below and no obligations have been incurred prior to the Effective Date. <input type="checkbox"/> 3. were incurred as of _____, 20____, a date PRIOR to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.</p>			
<p>CONTRACT END DATE: Contract performance shall terminate as of <u>June 30</u> , 20 <u>18</u> , with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.</p>			
<p>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 Contractor Certifications (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 Instructions and Contractor Certifications, 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 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.</p>			
<p>AUTHORIZING SIGNATURE FOR THE CONTRACTOR:</p> <p>X:  Date: <u>07/02/18</u> (Signature and Date Must Be Handwritten At Time of Signature)</p> <p>Print Name: <u>Leo Cakounes, Mary Pat Flynn, Ron Beaty</u> Print Title: <u>Barnstable County Commissioners</u></p>		<p>AUTHORIZING SIGNATURE FOR THE COMMONWEALTH:</p> <p>X:  Date: <u>11/17/18</u> (Signature and Date Must Be Handwritten At Time of Signature)</p> <p>Print Name: <u>Robin Pezzone</u> Print Title: <u>CEO</u></p>	



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 1099 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 Comm-PASS, the Contract Manager must be listed on the Vendor Section tab.

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 Contractor'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

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



to explain and justify the exemption and whether Contractor selection has been publicly posted.

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](#).

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

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.

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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 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 SmartBid subscription process at: [www.comm-pass.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

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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.

**ATTACHMENT A
ADDITIONAL TERMS AND CONDITIONS**

**ARTICLE I
Agreement**

THIS AGREEMENT, by and among the Massachusetts Executive Office of Housing and Economic Development of the Commonwealth of Massachusetts (hereinafter referred to as “EOHED”) and the County of Barnstable (hereinafter referred to as “Public Entity”), jointly referred to as “The Parties”, is dated effective as of _____, 2017 and comprises the following:

1. The COMMONWEALTH OF MASSACHUSETTS STANDARD CONTRACT FORM,
2. The COMMONWEALTH TERMS AND CONDITIONS,
3. this Attachment A, “Additional Terms and Conditions”,
4. Exhibit A, “Grant Application”,
5. Exhibit B, “Request for Payment Cover Sheet”,
6. Exhibit C, “ Public Entity Quarterly Reporting Form”,
7. Exhibit D, “Request for Amendment Form”,
8. Exhibit E, “Project Closeout Certification Form”, and
9. Attachment B, Project Site Plan

These documents are referred to collectively as the “Contract”.

**ARTICLE II
Definitions**

The following capitalized terms used in the Contract shall have the respective meanings ascribed to them below:

“**Contract**” shall mean the documents described in Article I in their entirety, as they may be amended, supplemented, or restated from time to time.

“**Coordinator**” shall mean the Seaport Economic Council Program Coordinator.

“**Grant Application**” shall mean the application submitted by the Public Entity to the Seaport Economic Council Program, attached as Exhibit A to the Contract.

“**Grant Funds**” shall mean the funds disbursed by EOHED to the Public Entity pursuant to the terms and conditions of the Contract.

“Seaport Economic Council” shall mean the economic development grant program authorized by Executive Order 564, and further described in the Seaport Economic Council Program Guidelines promulgated by the Secretary, as such Guidelines may be modified or updated from time to time.

“Monetary Penalties” shall mean the full recoupment by EOHED of funds paid to Public Entity under the Contract and recovery of all Commonwealth administrative costs and legal fees related to the Contract, including enforcement thereof.

“Project” shall have the meaning set forth in Article VII.A.

“Project Site”, also referred to herein as the “Site”, shall mean the land and appurtenant easements, if any, identified in Section VII.A hereof and shown on the plan attached as Attachment B.

“Secretary” shall mean the Secretariat of the Executive Office of Housing and Economic Development of the Commonwealth of Massachusetts.

“Total Maximum Obligation” shall mean a sum of money not to exceed \$299,900 Dollars.

ARTICLE III

Purpose

The purpose of the Contract is to identify the roles, responsibilities, and obligations of each party as they relate to the implementation of the Seaport Economic Council Program for the Project. The Contract sets forth the parties’ mutual intentions and understandings. All Parties agree to devote the necessary resources and to work in good faith to achieve the objectives contemplated herein.

ARTICLE IV

Grant Administration

A. **EOHED Project Management.**

The Coordinator shall oversee the Seaport Economic Council Program on behalf of the Secretary.

B. **Payment of Grant Funds.**

EOHED shall disburse funds to the Public Entity in an aggregate amount not to exceed the Total Maximum Obligation within forty-five (45) days after receipt of invoices therefor, accompanied by the cover sheet form provided at Exhibit B, from the Public Entity, subject to the following terms and conditions.

1. Invoices for actual expenses should be submitted for reimbursement on a monthly basis by the 15th of the following month. Reimbursement shall be only for work completed and/or items purchased. The Coordinator may withhold approval of an invoice based on the insufficiency of the report or the need for further verification. The Coordinator will promptly notify the Public Entity of any disapproved invoice and provide adequate time for correction. With prior authorization from the Coordinator, the Public Entity may deviate from or suspend the Reimbursement Schedule.
2. In instances where payment is requested prior to funds being disbursed by the grantee, documentation of payment by the grantee to its contractors must be submitted to the appropriate EOHED grant manager within 60 days of receipt of funds from EOHED. Appropriate forms of verification of payment are copies of issued checks, or ledger statements from the grantees accounting system demonstrating payment, including payment numbers, amounts, and vendor paid to and date the check/EFT was processed.
3. EOHED will set aside 5% of the total grant award as retainage until the Project (or the portion of the Project completed with Grant Funds) is demonstrated to be complete. The 5% will be deducted from the final invoice and will be paid promptly upon demonstration that the Project has been completed.
4. In order to be reimbursed for expenditures, the Public Entity is required to obligate funds by June 30 of the fiscal year (July 1 through June 30) in which the expenditure has been made, and to submit invoices by the immediately following August 5th. **Late invoices from the Public Entity will not be accepted for payment by EOHED.** A request to carryover funds from one fiscal year to the next shall not alter the June 30 and August 5 obligation and invoicing deadlines set forth in this paragraph for expenditures made in any given fiscal year.

C. Use of Grant Funds.

1. Approved Project Expenses. Under the scope and purpose of the Contract, EOHED authorizes the Public Entity to distribute Grant Funds consistent with the terms and conditions of the Contract in furtherance with the goals of the Project. EOHED shall provide Grant Funds up to the Total Maximum Obligation to the Public Entity to pay for costs incurred to complete the Project as follows:

Cape Cod Blue Economy

Specific conditions on funding and drawdown schedule are set forth in Article VII hereof.

D. General Conditions of Funding

1. Verification of Representations. Funding is contingent upon satisfactory verification of all Project information and representations contained in the Grant Application. Determinations of such verification shall be made in the Secretary's sole discretion. The Public Entity is responsible for providing to the Secretary such information and documentation that the Secretary deems necessary for such determination.

2. No Obligation to Increase Budget. EOHED has no obligation to increase or reprogram the Grant Funds for any reason, including, but not limited to, a change in the Project's budget. It is the sole responsibility of the Public Entity to cover any and all cost overruns and secure any and all additional funding necessary for the Project.

3. No Arbitrage. For funds that are received on a cost reimbursement, for which the Public Entity invoices for the costs of performance when rendered, and for lump sum amounts, the funds received by the Public Entity must be held in a segregated non-interest bearing account and shall be expended by the Public Entity within 60 days to avoid arbitrage.

4. Obligation/Drawdown Deadlines. The Grant shall be obligated and expended as set forth in Article VII.

5. Additional Investment. If additional funds are required to complete the Project, including, but not limited to, private investment, the Public Entity shall use diligent efforts to obtain the funds necessary to complete the Project as set forth in Article VII. The Public Entity is responsible for requiring the Project to be designed to budget and ensuring the Project can be completed as necessary to achieve the economic development goals outlined in the Contract.

6. Remaining Balance. In no event shall EOHED be obligated to disburse Grant Funds in excess of the actual cost of constructing the Public Improvements. Excess Grant Funds remaining in the budget upon completion of the Project, if any, may not be claimed by the Public Entity.

ARTICLE V
Obligations of the Public Entity

A. Obligations of the Public Entity

In addition to any other requirements of the Contract, the Public Entity, by accepting any or all of such Grant Funds, shall:

1. Ensure compliance, including but not limited to any and all applicable local, state and federal rules, regulations and laws.
2. Submit invoices pursuant to Article IV.B
3. Provide quarterly reports to the Coordinator in the form of Exhibit C.
4. Cooperate fully and promptly with any other request for information that the Secretary or the Coordinator may make.
5. Ensure that all representations made in the Contract by the Public Entity remain true and correct.
6. Ensure that construction begins on this Project in accordance with Article VII.C and D.
7. Comply with all applicable federal, state and local laws in the course of undertaking the Project.

B. Compliance with Laws Regarding Contractors and Procurement

Without limiting the generality of Section V.A.7 above, the Public Entity shall comply, and ensure that its contractors comply, with the legal requirements set forth below.

1. The Public Entity shall comply with its procurement process and with Section 39M of Chapter 30 and Chapters 30B, 149 and 7 of the Massachusetts General Laws, to the extent applicable.
2. Pursuant to Section 6 of Chapter 7C of the Massachusetts General Laws (formally Section 40 of Chapter 7 of the Massachusetts General Laws, as amended by Chapter 165 of the Acts of 2012), Section 61 of Chapter 7 of the Massachusetts General Laws, and Executive Orders, including Executive Orders 524 and 526, the Supplier Diversity Office and the Division of Capital Asset Management and Maintenance (“DCAMM”) have set participation goals for Minority Business Enterprise (“MBE”) and Women Business Enterprise (“WBE”) participation on state construction projects and state-assisted construction projects. The current MBE and WBE participation goals for building construction and design awards will be a combined MBE/WBE goal as follows:

- **10.4%** combined MBE/WBE participation on construction contract awards; and,
- **17.9%** combined MBE/WBE participation on design contract awards.

Overall annual designations by the Public Entity, as well as MBE/WBE participation on individual projects with a combined MBE/WBE participation goal, must include a reasonable representation of both MBE and WBE firms that meets or exceeds the combined goal. The Supplier Diversity Office and DCAMM will determine whether there is reasonable participation by both MBE and WBE firms on individual projects under their respective oversight. Participation by MBE and WBE firms shall be documented, tracked and reported on separately as MBE participation and WBE participation by prime vendors, subcontractors and the Public Entity. These participation objectives are goals and are not quotas or set-asides, and are neither floors nor ceilings. Such goals are not applicable, however, to the procurement of site work (horizontal construction) subject to Section 39M of Chapter 30 of the Massachusetts General Laws, as amended or Chapter 30B of the Massachusetts General Laws, as amended.

3. The Public Entity shall use diligent efforts to ensure that any contractors it employs or are employed on its behalf do not unlawfully misclassify workers as self-employed or as independent contractors, and will certify compliance with applicable state and federal employment laws and regulations, including but not limited to minimum wages, unemployment insurance, workers' compensation, child labor, and the Massachusetts Health Care Reform Law, Chapter 58 of the Acts of 2006, as amended.
4. The Public Entity shall use diligent efforts to ensure that within the past five years, no officers, directors, employees, agents, or subcontractors of which the contractor has knowledge, been the subject of (a) an indictment, judgment, conviction, or grant of immunity, including pending actions, for any business-related conduct constituting a crime under state or federal law; or (b) a government suspension or debarment, rejection of any bid or disapproval of any proposed contract subcontract, including pending actions, for lack of responsibility, denial or revocation of prequalification or a voluntary exclusion agreement; or any governmental determination of a violation of any public works law or regulation, or labor law or regulation or any OSHA violation deemed "serious or willful."
5. In accordance with Executive Order 481 and under the pains and penalties of perjury, the Public Entity shall ensure that its Contractors do not knowingly allow the use of undocumented workers in connection with the performance of the contract; that pursuant to federal requirements, the Contractor shall verify the immigration status of all workers assigned to the contract without

engaging in unlawful discrimination; and that the it shall not knowingly or recklessly alter, falsify, or accept altered or falsified documents from any such worker(s).

The Public Entity understands and agrees that breach of any of these terms by its contractors during the contract period may be regarded as a material breach, subjecting the Public Entity to sanctions, including but not limited to Monetary Penalties, withholding of payments, contract suspension and termination of the Contract.

C. Signage

If signage is to be erected identifying the Project, such signage shall include an acknowledgement of the Grant. The Public Entity shall notify the Coordinator of the desire to erect such signage and the Coordinator shall approve the signage and grant acknowledgement.

D. Project Closeout

Upon completion of the Project, the Public Entity shall certify that there shall be no additional requests for payment. The Public Entity shall submit photographs of the work completed with the Grant Funds accompanied by the form provided at Exhibit E.

ARTICLE VI
Breach, Mitigation, and Remedies

A. Penalties for Breach of Contract

The Public Entity understands and agrees that in the event of a breach of any material term of the Contract during the contract period, the Secretary may, in his sole discretion:

1. Suspend, withhold or rescind the payment of Grant Funds;
2. Impose and collect Monetary Penalties;
3. Suspend, condition or terminate the Contract; and/or
4. Declare the Public Entity ineligible for participation in future programs administered by EOHED.

The Secretary's rights and remedies set forth herein are not exclusive and do not preclude other remedies available to the Secretary at law or in equity. Any failure of EOHED to enforce at any time any provision of the Contract shall in no way be construed to be a waiver of such provision or of any other provision hereof.

B. Failure to Timely Commence or Complete the Project

The Secretary, in his sole discretion, reserves the right to reduce, suspend, and cancel the Grant in the event that the Public Entity is not ready, willing, and able to expend the Grant Funds in furtherance of the Project as defined in Article VII, or if Public Entity fails to secure all of the funds necessary to fully complete the design and construction of the Project. If the Secretary determines, in his sole discretion, that there is a material failure by the Public Entity to commence or complete the Project in accordance with the terms of the Contract, the Secretary may suspend the Grant (including any payments pending) by sending written notice sent to the Public Entity. The Public Entity shall have an opportunity to cure and to provide clear and convincing evidence that the Project is in compliance with the terms of the Contract within 60 days of the date of the receipt of said notice. Failure to do so will terminate the Contract effective immediately.

C. Recoupment of Grant Funds Upon Sale of Project

The Secretary, in his sole discretion, may recoup previously paid Grant Funds to the Public Entity if the Public Entity sells or otherwise conveys ownership of the Project or all Project Site within thirty (30) years of the termination of the Contract.

D. Completion of the Project After Termination

In the event of any termination of the Contract by the Secretary pursuant to this Article VI, the Public Entity shall submit to EOHED any and all materials that Public Entity owns related to the Project, including but not limited to, documents, financial pro forms and analysis, studies, drawings, plans, specifications and intellectual property associated with this project in any way. EOHED shall have access to such material consistent with the provisions of Paragraph 7 of the Commonwealth Terms and Conditions. The Public Entity shall further consult with the Coordinator with respect to the means and strategy for pursuing reasonable and timely completion of the Project in accordance with the purpose and scope as defined in the Contract and the Seaport Economic Council Program.

Article VII
Scope of Project

A. Description of the Project

1. Description of Project Site.
Barnstable County/Cape Cod

2. Description of the Project.

This project will advance the region’s maritime economy and bring increased, consistent and sustainable prosperity to the Cape and Islands by leveraging its natural coastal resources, the innovative ideas of the local community and existing marine related industries, to increase the number of businesses and jobs in the Cape and Islands region that are not heavily dependent on the seasonal/tourist economy. The currently funded project will satisfy the Phase 1 of the overall Blue Economy Initiative and will focus on data gathering and significant outreach activities with the goal of developing an Implementation Plan.

“In order to ensure the sustainability and resilience of Council investments, in the implementation of Council award, the awardee must:

- Document that they have considered the best available science and information regarding potential threats from rising sea level, more frequent and extreme weather events, and other climate change effects, including precipitation and temperature;
- Identify and incorporate best practices to improve the resilience of the proposed project to the effects of a changing climate; and
- Obtain all required permits, licenses and authorizations prior to seeking final reimbursement for approved project costs.”

B. Economic Development Goals of the Project

Jobs Created
 Total investment, other private and public funds leveraged
 Other public benefits

C. Original Drawdown Schedule REVISED DRAWDOWN 5.1.17

<i>Quarter/Year</i>	<i>Invoice Amount</i>	<i>Quarter/Year</i>	<i>Invoice Amount</i>
Calendar Year		Calendar Year	
[3 rd /2016]	\$ 25,000	[2 nd /2017]	\$56,837
[4 th /2016]	\$ 55,000	[3 rd /2017]	\$ 56,838
[1 st /2017]	\$ 50,000	[4 th /2017]	\$ 54,000
[2 nd / 2017]	\$ 50,000	[1 st /2018]	\$ 55,000
		[2 nd / 2018]	\$ 11,325
TOTAL	\$180,000	REVISED TOTAL	\$234,000

Revised December 2017

Drawdown Schedule

Quarter/Year	Invoice Amount	
Fiscal Year 2017	\$157,138	PAID
2 nd Q/2018	\$76,862	
3 rd Q/2018		\$36,905
4 th Q/2018		\$28,995
		(amendment request = \$65,900)
	\$65,900	
CONTRACT TOTAL	\$299,900	

All Grant Funds shall be drawn and expended by the Public Entity no later than June 30, 2018. Drawdown per fiscal year shall not exceed \$157,138 in fiscal year 2017 ending on June 30, 2017 and \$142,762 in fiscal year 2018 ending on June 30, 2018.

NOTE: An amendment is necessary for more time to complete data analysis and develop a final report.

DECEMBER 2017 NOTE: An amendment is necessary for the work of the project needs to continue on planning discrete components of the implementation/action plan.

*EOHED will set aside 5% of the total grant award as retainage until the project (or the portion of the project completed with grant funds) is demonstrated to be complete. The 5% will be deducted from the final invoice and will be paid promptly upon demonstration that the project has been completed.

D. Project Schedule

The Public Entity shall undertake the Project on the following schedule:

- July 2016 – March 2017 Community Engagement activities
- July 2016 – Planning meetings with Blue Economy Steering Committee that establish workplan for Phase 1 grant.
- August 2016 – Workgroups and Regional partner coordination established
- November 2016 – Data gathering including socioeconomic data collected and prepared for use by Phase 1 project
- December 2016 – Resource needs assessment study complete
- February 2017 – Roadmap complete for integration of Blue Economy initiative into regional planning process

- March 2017 – Mechanisms for SBA and EDA grants identified for Blue Economy
- June 2017 – Implementation Plan preparation complete

REVISED MILESTONES

- July 2016 – March 2017 Community Engagement activities
- July 2016 – Planning meetings with Blue Economy Steering Committee that establish workplan for Phase 1 grant.
- August 2016 – Workgroups and Regional partner coordination established
- November 2016 – Data gathering including socioeconomic data collected and prepared for use by Phase 1 project
- December 2016 – Resource needs assessment study complete
- August 2017 – Roadmap complete for integration of Blue Economy initiative into regional planning process
- October 2017 – Mechanisms for SBA and EDA grants identified for Blue Economy
- November 2017 – Implementation Plan preparation complete

REVISED MILESTONES DECEMBER 2017

Additional Milestones are as follows:

With the additional requested funds, we will be further investigating and planning a discrete number of action items that are consistent with SEC funding sources. In addition to exploring partnerships and longer-term funding sources, we will work on the following additional scope areas:

- Develop a plan for a Cape Cod Blue Economy experiential trail that tells the maritime story of Cape Cod, connect its water based history to modern marine economy, socializes the concept of the Blue Economy and generates involvement in economic development activities. (ACTION 3B)
- Investigate and potentially plan a Federal Economic Development Administration (EDA) regional innovation strategy and apply for a "Blue Economy" Center of Excellence application (ACTION 2F)
- Support/catalyze the blue economy growth through the creation of a Blue Economy "Did You Know" marketing and awareness campaign through new assets. This campaign would serve to increase knowledge and opportunities in the Blue Economy (existing and emerging) to foster growth and innovation (CHAMBER ROLE 2-2)

ARTICLE VIII
Notice

Pursuant to Paragraph 5 of the Commonwealth Terms and Conditions, unless otherwise explicitly set forth in the Contract, all notices or other communications required or permitted to be given hereunder shall be in writing and delivered by (i) hand, (ii) recognized overnight courier, (iii) electronic facsimile, or (iv) mailed, postage prepaid, by registered or certified mail, return receipt requested, addressed as follows (or to such other address and to such other person's attention as any party may from time to time specify by like notice to the other):

To EOHEd:

Robin Pezzone
Seaport Economic Council Program
1 Ashburton Place, Room 2101
Boston, MA 02108

To the Public Entity:

Pursuant to paragraph 5 of the Commonwealth Terms and Conditions, notices shall be deemed given (i) when delivered if delivered by hand; (ii) one (1) day after being deposited with an overnight courier if sent by overnight courier; (iii) upon receipt of electronic or telephonic confirmation if sent by fax; or (iv) three (3) days after being deposited with the U.S. Postal Service if sent by mail.

ARTICLE IX
Miscellaneous

A. Authority

Each party executing the Contract, in whole and in part, represents that such party has the full authority and legal power to do so and that such person, by signing and delivering the Contract, has created a legal, valid and binding and enforceable contract.

B. Amendment, Modification and Waiver

Any request to waive, modify, or discharge any terms of the Contract must be submitted in writing to the Coordinator in the form consistent with Exhibit D. Any amendment to the Contract shall be in writing, signed by all parties. Any oral waiver,

change or discharge of any term or provision of the Authority shall be without authority and of no force or effect, whether or not notice has been given or received.

C. Other

1. Severability. Should a court of competent jurisdiction hold any of the provisions the Contract as unenforceable, any such decision shall not affect or impair any of the remaining provisions of those of the Contract.

2. Word Meanings. Words such as "herein," "hereinafter," "hereof," and "hereunder" refer to the Contract as a whole and not merely to a subdivision in which such words appear unless the context otherwise requires. The singular shall include the plural, and the masculine gender shall include the feminine and neuter, and vice versa, unless the context otherwise requires.

3. Applicable Law. The Contract shall be construed and enforced in accordance with the laws of the Commonwealth of Massachusetts, including the Section 63 of Chapter 23A of the General Laws, and the courts of such Commonwealth shall be the sole forum with respect to any legal process arising hereunder.

4. Counterparts. The Contract may be executed in several counterparts, and, as so executed, shall constitute one agreement binding on all parties hereto, notwithstanding that all of the parties have not signed the same counterpart.

5. Entire Agreement. The Contract embodies the entire agreement and understanding between the parties hereto with respect to the subject matter hereof and supersedes all prior agreements and understandings relating to such subject matter.

AGENDA ITEM 9i

Authorizing creation of a new fund for an agreement with the Massachusetts Executive Office of Energy & Environmental Affairs, for a grant to the Cape Cod Commission, in the amount of \$100,000.00, for a period through June 30, 2019, for the Community Resiliency by Design Program, to work with the Towns of Eastham, Orleans and Falmouth to advance utilization of existing zoning for compact residential development

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



CAPE COD
COMMISSION

(508) 362-3828 • Fax (508) 362-3136 • www.capecodcommission.org

DATE: January 17, 2018
TO: Barnstable County Commissioners
FROM: Gail Coyne, Chief Fiscal Officer
RE: New Fund Request

Your approval is requested to create a new special revenue fund for the attached Community Resiliency by Design agreement in the amount of \$100,000 from the Executive Office of Energy and Environmental Affairs.

Thank you for your consideration.

Leo Cakounes, Chair

Ronald Beaty, Vice-Chair

Mary Pat Flynn, Commissioner

Date

AGENDA ITEM 9j

Authorizing the execution of an amendment to a license agreement with the Commonwealth of Massachusetts, acting by and through the Commissioner of its Division of Capital Asset Management and Maintenance (DCAMM), on behalf of the Office of the District Attorney - Cape and Islands District, to occupy property located at 3195 Main Street in the Town of Barnstable, extending the period through October 31, 2022

COMMONWEALTH OF MASSACHUSETTS

SECOND AMENDMENT TO LEASE AND LEASE EXTENSION

This Second Amendment to Lease and Lease Extension (this Second Amendment) is made on _____, 2017, by and between the County of Barnstable (Landlord) and the Commonwealth of Massachusetts acting by and through the Commissioner of its Division of Capital Asset Management and Maintenance (Tenant) on behalf of the Office of the District Attorney - Cape and Islands District (the User Agency).

Landlord and Tenant entered into the Lease dated February 6, 2013, for the Premises consisting of 1,338 usable square feet of office space in the Building located at the County Court Complex, 3195 Main Street, Barnstable, Massachusetts.

The Term commenced November 1, 2012, at 12:01 a.m.

By a first amendment dated June 28, 2016, certain alternative space on the second floor of the Building was substituted for a certain portion of the Premises on the second floor, and an exhibit was substituted for part of an exhibit to the Lease (the First Amendment).

Landlord and Tenant desire to extend the Term.

In consideration of the mutual promises contained in the Lease, the First Amendment, and in this Second Amendment (collectively the Lease, as amended), Landlord and Tenant agree as follows:

1. The Term is extended from November 1, 2017, at 12:01 a.m., until October 31, 2022, at 11:59 p.m.
2. From November 1, 2017, at 12:01 a.m., until October 31, 2022, at 11:59 p.m., the annual Rent is \$17,380.62, payable in equal monthly installments of \$1,448.39, for a rental rate of \$12.99 per square foot.
3. Landlord warrants and represents that Landlord's name appears in this Second Amendment exactly as Landlord's name appears on Landlord's record title to the Premises if Landlord owns the Premises, or exactly as Landlord's name appears in Landlord's lease if the Lease, as amended, is a sublease.
4. Landlord warrants and represents that Landlord has full legal capacity to enter into this Second Amendment.
5. If Landlord is not a natural person or natural persons, but Landlord is, rather, a so-called "creature of the law" (e.g., a corporation, a general or limited partnership, a trust, a limited liability company, etc.), Landlord warrants and represents that Landlord is validly organized and existing, that Landlord is in good standing in the state, commonwealth, province, territory, or jurisdiction of Landlord's organization, and that Landlord is authorized and qualified to do business in the state, commonwealth, province, territory, or jurisdiction in which the Premises are located.

6. Landlord warrants and represents that the execution of this Second Amendment is duly authorized and that each person executing this Second Amendment on behalf of Landlord has full authority to do so and to fully bind Landlord thereby.

7. If (a) the Premises are encumbered by a mortgage or by another loan document that requires the prior written consent of the mortgagee or of another lender to any amendment to the Lease, or (b) a mortgagee or another lender has entered into a Subordination, Non-Disturbance, and Attornment Agreement or into a Recognition, Non-Disturbance, and Attornment Agreement with Landlord, Tenant, and the User Agency that requires the prior written consent of the mortgagee or another lender to any amendment to the Lease if the mortgagee or another lender is to be bound by such amendment, or (c) Landlord is a sublandlord and has entered into a written agreement with Tenant, the User Agency, and a superior landlord that requires the prior written consent of such superior landlord to any amendment to the Lease if such superior landlord is to be bound by such amendment, or (d) any two or all three of (a), (b), and (c) are applicable, then Landlord warrants and represents that Landlord has obtained each such prior written consent and has provided a true copy of each such prior written consent to Tenant simultaneously with Landlord's execution of this Second Amendment.

8. All terms-of-art in this Second Amendment have the respective meanings that are given to them in the Lease, as previously amended, unless otherwise indicated in this Second Amendment.

9. Except as modified by this Second Amendment, all provisions, obligations, and covenants that are contained in the Lease, as previously amended, remain in effect and are performed and completed as agreed in the Lease, as previously amended.

10. Other than the "Landlord's Beneficial-Interest-Disclosure Statement" and the "Certificate of Tax-and-Employment-Security Compliance," each exhibit and other accompanying document is an integral part of this Second Amendment for all lawful intents and purposes. The "Landlord's Beneficial-Interest-Disclosure Statement" and the "Certificate of Tax-and-Employment-Security Compliance" are required by the General Laws of the Commonwealth of Massachusetts for rental agreements and for agreements that extend or renew rental agreements in which the Commonwealth of Massachusetts is the tenant, but these required documents are not part of the documents for which they are required and therefore are not attached to them.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

Landlord and Tenant have executed multiple counterparts of this document under seal in accordance with the laws of the Commonwealth of Massachusetts, Tenant having done so by the Commissioner of the Division of Capital Asset Management and Maintenance, who was joined by an authorized representative of the User Agency as an adjunctive signatory, neither of whom incurs any personal liability as a result of such signature.

LANDLORD: COUNTY OF BARNSTABLE

By: _____

Printed Name: _____

Title: _____

TENANT: COMMONWEALTH OF MASSACHUSETTS ACTING BY AND THROUGH THE COMMISSIONER OF ITS DIVISION OF CAPITAL ASSET MANAGEMENT AND MAINTENANCE

By: _____

Carol W. Gladstone, Commissioner

**USER AGENCY: OFFICE OF THE DISTRICT ATTORNEY
CAPE AND ISLANDS DISTRICT**

By: _____

Printed Name: _____

Title: _____

Approved as to Matters of Form:

Peter A. Wilson, Deputy General Counsel
Division of Capital Asset Management and Maintenance

Instructions for Completion of Landlord's Beneficial-Interest-Disclosure Statement

The "Office Lease" and the "Parking Lease" of the Commonwealth of Massachusetts each requires two documents: "Landlord's Beneficial-Interest-Disclosure Statement" and "Certificate of Tax-and-Employment-Security Compliance." The disclosures and certifications that are elicited by these documents are required by Massachusetts law. ***Rent and other payments required by the lease cannot be made until these forms are properly completed, submitted and approved.***

Each document must be fully completed and signed by Landlord. An original of each document must be submitted by Landlord and retained in the project file for the Lease that is maintained by the Division of Capital Asset Management and Maintenance (DCAM). The Commonwealth cannot sign the Lease until both documents are in proper form.

To assist you in your preparation of a "Landlord's Beneficial-Interest-Disclosure Statement," we have prepared these instructions and the attached sample.

Regarding the "Landlord's Beneficial-Interest-Disclosure Statement," questions sometime arise in connection with items (5) and (6).

- Item (5) must list all individuals who have a direct or indirect beneficial interest in Landlord. If Landlord is organized as a trust, a corporation, an LLC, or some other entity, item (5) must disclose the name and address of all individuals who have an indirect interest. For example, assume that Landlord is a limited partnership; if the general partner of Landlord is a corporation, the shareholders of the corporate general partner must be disclosed; if a shareholder of the corporate general partner is an entity, such as a partnership, an LLC, or a corporation, then the partners, members, or shareholders, respectively, of that shareholder also must be disclosed.
- It is helpful to think of the disclosure process as analogous to removing the layers of an onion, one layer at a time, until there are no remaining layers.
- The only statutory exception is for qualified stockholders of public corporations, that is, the stock of such corporations is listed with the SEC for sale to the general public: If a stockholder of a public corporation owns less than 10% of the outstanding stock that is entitled to vote at the annual meeting of the corporation, that stockholder does not need to be disclosed. However, any stockholder owning 10% or more of such outstanding stock must be disclosed.
- Item (6) cannot be left blank and must be completed, even if the correct answer is "none."

If you have any questions, please contact the DCAM Office of Leasing and State Office Planning paralegal at 617-727-8000.

SAMPLE
LANDLORD'S BENEFICIAL-INTEREST-DISCLOSURE STATEMENT
[Italicized information completed for illustrative purposes only]

Pursuant to G. L. c. 7, § 40J¹, the undersigned John A. Smith , Manager of
(Name) (Title)
122 Main, L.L.C. certifies the following:
(Full name(s) of Landlord, as Landlord's name(s) appear(s) in this Lease)

(1) DESCRIPTION AND ADDRESS OF LEASED PREMISES:

Approximately 5,000 usable square feet of office space (Suite 100) on the first floor of the building located at 122 Main St., Anytown, MA 02466

(2) TERM OF LEASE: From: Date of Occupancy to five years from Date of Occupancy

(3) LANDLORD'S NAME and ADDRESS:

*122 Main, L.L.C.
10 Center Ave., Anytown MA 02466*

(4) TENANT: Commonwealth of Massachusetts

(5) Name and address of all persons who have or will have a **direct or indirect** beneficial interest in the above property of Landlord, including prospective purchasers (if more space is needed, please attach additional pages(s)). **Please note: do not write "none."**

NAME ADDRESS

*XYZ Limited Partnership 10 Center Ave., Anytown, MA 02466
This entity is the sole member of Landlord. Disclosure information continued in the attached Supplement.*

(6) **None** of the above mentioned persons is an employee of the Division of Capital Asset Management and Maintenance ("DCAM") or an official elected to public office in the Commonwealth of Massachusetts, **except** as listed below (if none, write "none"; do not leave blank).

NAME DCAM OR PUBLIC-OFFICE TITLE

None

(7) The undersigned further agrees that a new Disclosure Statement shall be made in writing, under penalties of perjury, during the Term in case of any change of interest in such property, within thirty days of such change.

Signed under the penalties of perjury on February 14, _____, 2002.

/s/ John A. Smith

Signature of Person whose Name and Title
appear at the top of this page

¹ "No agreement to rent... real property to a public agency, and no renewal or extension to such agreement shall be valid and no payment shall be made to the lessor... of such property, unless a statement, signed under penalties of perjury, has been filed by the lessor... and in the case of a corporation by a duly authorized officer thereof giving the true names and addresses of all persons who have or will have a direct or indirect beneficial interest in said property with the commissioner of capital asset management and maintenance." (G.L. c.7, § 40J).

NOTE: The statute that requires these disclosures is G. L. c. 7, § 40J. This sample, on the preceding page and this page, is based on the following assumptions:

Landlord is a limited liability company. Its sole member is a limited partnership, whose sole general partner is a corporation and whose limited partners include a trust. This Landlord will need to disclose the name and address of its sole member (e.g., XYZ Limited Partnership, 10 Center Avenue, Anytown, Massachusetts). Landlord will also need to disclose the names and addresses of the partners of the XYZ Limited Partnership, including all general partners and all limited partners. In this example, since the sole general partner is a corporation, the names and addresses of all stockowners of that corporation must also be disclosed, and if any stock is owned by non-individuals (e.g., a trust), the disclosure of that position must, in turn, be taken to the individual level (i.e., the trustee and the beneficiaries of the trust). If the limited exception for SEC-listed corporations is applicable, the disclosure should state, for example, that the stock of X Corporation is listed with the SEC for sale to the general public and no shareholder owns 10% or more of the outstanding stock entitled to vote at the corporation's annual meeting. Similarly, in this example, disclosure information for the trust (as limited partner) must also disclose the name and address of each trustee and each beneficiary.

**SUPPLEMENT TO
LANDLORD'S BENEFICIAL-INTEREST-DISCLOSURE STATEMENT
OF 122 MAIN L.L.C.**

ITEM 5, Continued

The partners of XYZ Limited Partnership are:

General Partner

XYZ, Inc., is the sole General Partner of XYZ Limited Partnership. XYZ, Inc., is 100% owned by X, Inc. The stock of X, Inc., is listed with the SEC for sale to the general public, and no shareholder owns 10% or more of the outstanding stock entitled to vote at the annual meeting of X, Inc. The principal office address of XYZ, Inc., and X, Inc., is 1 Beacon Street, Boston, Massachusetts 02108. XYZ, Inc., has a 2% interest in XYZ Limited Partnership.

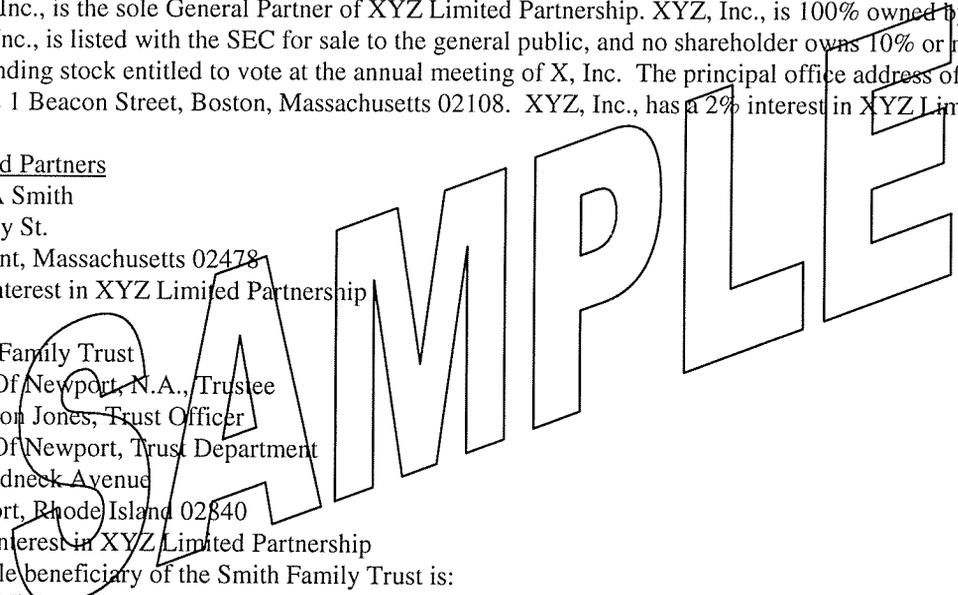
Limited Partners

John A Smith
12 Easy St.
Belmont, Massachusetts 02478
49% interest in XYZ Limited Partnership

Smith Family Trust
Bank Of Newport, N.A., Trustee
c/o Jason Jones, Trust Officer
Bank Of Newport, Trust Department
1 Aquidneck Avenue
Newport, Rhode Island 02840
49 % interest in XYZ Limited Partnership

The sole beneficiary of the Smith Family Trust is:

Judith Night
10 Mill Street
Newport, Rhode Island 02840



SAMPLE
CERTIFICATE OF TAX-AND-EMPLOYMENT-SECURITY COMPLIANCE
[Italicized information completed for illustrative purposes only]

Pursuant to G. L. c. 62C, § 49A(b)¹ and G. L. c. 151A, §19A(b)², I, John A. Smith,
(Name)

Manager of 122 Main, L.L.C.,
(Title) (Name of Landlord)

whose principal place of business is located at 10 Center Ave., Anytown, MA 02466

_____, do hereby certify that:

- A. The above-named Landlord has complied with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.
- B. The above-named Landlord has complied with all laws of the Commonwealth relating to employment-security contributions and payments in lieu of contributions.

Signed under the penalties of perjury on February 14, 2002

SAMPLE

/s/John A. Smith

Signature of Person whose Name and Title appear at the top of this page

¹ “No contract or other agreement for the purpose of providing goods, services or real estate to any...agencies (of the Commonwealth) shall be entered into, renewed or extended with any person unless such person certifies in writing under penalties of perjury, that he has complied with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.”

² “No contract or other agreement for the purpose of providing...physical space to any agency or instrumentality of the Commonwealth shall be entered into, renewed or extended with any employer unless such employer certifies in writing under penalties of perjury, that said employer has complied with all laws of the Commonwealth relating to [employment-security] contributions and payments in lieu of contributions.”

LANDLORD'S BENEFICIAL-INTEREST-DISCLOSURE STATEMENT

Pursuant to G. L. c. 7C, § 38¹, the undersigned _____, _____ of
(Name) (Title)
County of Barnstable certifies the following:

(Full name(s) of Landlord, as Landlord's name(s) appear(s) in the Lease)

(1) DESCRIPTION & ADDRESS OF LEASED PREMISES: 1,338 usable square feet of office space in the Barnstable County Court Complex, Superior and District Courthouses, 3195 Main Street, Barnstable, Massachusetts

(2) TERM From: November 1, 2017 to: October 31, 2022

(3) LANDLORD NAME and ADDRESS:

County of Barnstable
Superior Courthouse
Route 6A
Barnstable, MA 02630

(4) TENANT: Commonwealth of Massachusetts

(5) Name and address of **all** persons who have or will have a direct or indirect beneficial interest in the above property of Landlord (including prospective purchasers). **Please note: Do not write "none."**

NAME ADDRESS

Landlord is a governmental entity, and as such, has no beneficial owners.

(6) **None** of the above mentioned persons is an employee of the Division of Capital Asset Management and Maintenance (DCAMM) or an official elected to public office in the Commonwealth of Massachusetts, **except** as listed below. **Please note: If none, write "none"; do not leave blank.**

NAME DCAMM OR PUBLIC-OFFICE TITLE

None

(7) The undersigned further agrees that a new Disclosure Statement must be made in writing, under penalty of perjury, during the Term in case of any change of interest in such property, within 30 days of such change.

Signed under the penalties of perjury on _____, 20_____.

Signature of Person whose Name and Title appear at the top of this page

¹ "No agreement to rent ... real property to a public agency, and no renewal or extension to such agreement, shall be valid and no payment shall be made to the lessor ... of such property, unless a statement, signed, under penalties of perjury, has been filed by the lessor, ... and in the case of a corporation by a duly authorized officer thereof giving the true names and addresses of all persons who have or will have a direct or indirect beneficial interest in said property with the commissioner of capital asset management and maintenance." (G. L. c. 7C, § 38).

CERTIFICATE OF TAX-AND-EMPLOYMENT-SECURITY COMPLIANCE

Pursuant to G. L. c. 62C, § 49A¹, and G. L. c. 151A, § 19A(b)², _____,
(Name)

_____ of County of Barnstable
(Title) (Name of Landlord)

whose principal place of business is located at Superior Court House, Route 6A, Barnstable, MA 02630

_____, certifies that:

- A. Landlord has complied with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.
- B. Landlord has complied with all laws of the Commonwealth relating to employment-security contributions and payments in lieu of contributions.

Signed under the penalties of perjury on _____, 20_____.

04-6001419
Federal Identification Number

Signature of Person whose Name and Title appear at
the top of this page

¹ “No contract or other agreement for the purposes of providing ... real estate space to any ... agencies [of the Commonwealth] shall be entered into, renewed or extended with any person unless the person certifies in writing, under penalties of perjury, that he has complied with all laws of the commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support ...”

² “No contract or other agreement for the purpose of providing ... physical space to any agency or instrumentality of the commonwealth shall be entered into, renewed or extended with any employer unless such employer certifies in writing, under penalties of perjury, that said employer has complied with all laws of the commonwealth relating to [employment-security] contributions and payments in lieu of contributions.”

AGENDA ITEM 9k

Authorizing the execution of a cooperative agreement with the Town of Provincetown for an amount not to exceed \$36,000.00 to do and perform all dredge related work for Provincetown Marina

COOPERATIVE AGREEMENT
BETWEEN
BARNSTABLE COUNTY
AND THE TOWN OF TRURO

THIS AGREEMENT, made and entered into this _____ day of _____, 2018 by and between the County of Barnstable, hereinafter called the "County," and the Town of Truro 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 Pamet Harbor in accordance with the specifications, drawings and plans (Attachment I) up to a maximum contract amount of \$99,400.00. This is based on removing approximately 11,044 cubic yards of material at \$9.00 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 \$9.00 per cubic yard for standard dredge material. 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 nor 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 TRURO 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 TRURO AGREE:

That nothing herein shall be construed as obligating either Barnstable County or the Town of Truro 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 \$9.00 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;

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

100% movement/placement of dredge materials;

Demobilization costs for the project.

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

ARTICLE IV. WEATHER CONDITIONS

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

ARTICLE V. CHANGES IN WORK

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

ARTICLE VI. COUNTY INSURANCE

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

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

ARTICLE VII. INDEMNIFICATION

To the extent permitted by law, Barnstable County agrees to defend, indemnify, defend and hold harmless the Town of Truro 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 Truro 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 Truro or its employees while performing its obligations under this Agreement. Nothing in the previous sentence shall be construed as a waiver of the limitations on the Town's liability under the Massachusetts Tort Claims Act or under other provisions of this Agreement.

ARTICLE VIII TERMINATION

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

said termination.

IN WITNESS WHEREOF, the TOWN and the COUNTY execute this Agreement this _____ day of _____, 2018.

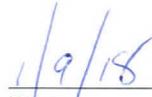
BARNSTABLE COUNTY
COMMISSIONERS:

TOWN OF TRURO

Leo G. Cakounes



Ronald Beaty



Date

Mary Pat Flynn

Date

AGENDA ITEM 91

Authorizing the execution of a cooperative agreement with the Town of Truro for an amount not to exceed \$99,400.00 to do and perform all dredge related work for Pamet Harbor activities

COOPERATIVE AGREEMENT
BETWEEN
BARNSTABLE COUNTY
AND THE TOWN OF PROVINCETOWN

THIS AGREEMENT, made and entered into this _____ day of _____, 2018 by and between the County of Barnstable, hereinafter called the "County," and the Town of Provincetown 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 Provincetown Marina in accordance with the specifications, drawings and plans (Attachment I) up to a maximum contract amount of \$36,000. This is based on removing approximately 4,000 cubic yards of material at \$9.00 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 \$9.00 per cubic yard for standard dredge material. 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 nor 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 PROVINCETOWN 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 PROVINCETOWN AGREE:

That nothing herein shall be construed as obligating either Barnstable County or the Town of Provincetown 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 \$9.00 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;

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

100% movement/placement of dredge materials;

Demobilization costs for the project.

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

ARTICLE IV. WEATHER CONDITIONS

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

ARTICLE V. CHANGES IN WORK

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

ARTICLE VI. COUNTY INSURANCE

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

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

ARTICLE VII. INDEMNIFICATION

To the extent permitted by law, Barnstable County agrees to defend, indemnify, defend and hold harmless the Town of Provincetown 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 Provincetown 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 Provincetown or its employees while performing its obligations under this Agreement. Nothing in the previous sentence shall be construed as a waiver of the limitations on the Town's liability under the Massachusetts Tort Claims Act or under other provisions of this Agreement.

ARTICLE VIII TERMINATION

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

said termination.

IN WITNESS WHEREOF, the TOWN and the COUNTY execute this Agreement this _____ day of _____, 2018.

BARNSTABLE COUNTY
COMMISSIONERS:

TOWN OF _____

Leo G. Cakounes



Date

Ronald Beaty

Mary Pat Flynn

Date

AGENDA ITEM 9m

Authorizing the execution of a contract with Aquacultural Research Corporation on behalf of the Cape Cod Cooperative Extension to supply shellfish seed to the towns in the County for Summer 2018 as follows: 1) hard clam seed at the price of \$12.00 per thousand for up to 15 million 2-3mm seed to be delivered by June 15, 2018 and; 2) small oyster seed at the price of \$12.75 per thousand for up to 1 million 3-4mm seed to be delivered by June 22, 2018; with delivery that shall follow all Massachusetts Division of Marine Fisheries Disease Control and Seed Movement Regulations

AGREEMENT BETWEEN

Barnstable County
3295 Main Street
Barnstable, MA 02630

And

Aquacultural Research Corporation
99 Chapin Beach Road
PO Box 2028
Dennis, MA 02368

THIS AGREEMENT is made this 18th day of January 2018 by and between Aquacultural Research Corporation (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: The County Commissioners issued an Invitation for Bids on behalf of the Towns within Barnstable County from Massachusetts approved suppliers to provide a bulk shipment of hard clam/quahog (*Mercenaria mercenaria*) seed not less than 2mm (seed requested is to be 2mm to 3mm, or R-1.5), and/or oyster (*Crassostrea virginica*) singles seed not less than 12 mm (seed requested is to be 12mm in length, or R-8), and/or oyster (*Crassostrea virginica*) singles seed not less than 3 mm (seed requested is to be 3mm to 4mm in length, or R-2) to the Towns for the Summer of 2018.

WHEREAS: The bids were bid in compliance with MA General Law Chapter 30B.

WHEREAS: The contractor is the responsive, responsible bidder offering the lowest price for Quahog Seed, 2mm – 3mm (R.15) and Oyster Seed 3mm – 4mm (R-2)

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 Vendor shall provide the services outlined in the Scope of Services.
3. Time of Performance. Quahog Seed is to be delivered no later than June 15, 2018
Oyster Seed is to be delivered no later than June 22, 2018
4. Payment. Quahog Seed: 2mm – 3mm (R.15) at \$12.00 per thousand
Oyster Seed: 3mm – 4mm (R-2) at \$12.75 per thousand
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 attached "Exhibit A".

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 Sixteen.

FOR THE COUNTY:

BARNSTABLE COUNTY COMMISSIONERS:

Leo Cakounes

Mary Pat Flynn

Ronald Beaty

Date

FOR THE CONTRACTOR:



Date 1/19/2018

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

December 22, 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 Cooperative Extension for sealed bids from approved hatcheries to supply shellfish seed to the towns in the County for Summer, 2018.

One responsive bid was received from Aquacultural Research Corporation (ARC). Please vote to award the bid to Aquacultural Research Center as follows:

Quahog Seed: 2mm – 3mm (R.15) to be delivered no later than June 15, 2018 at \$12.00 per thousand

Oyster Seed – 3mm – 4mm (R-2) to be delivered no later than June 22, 2018 at 12.75 per thousand.

No bids were received for the third category of seed, Oyster Seed, 3mm – 4mm (R-2)

Seed and Remote set delivery must follow all Massachusetts Division of Marine Fisheries Disease Control and Seed Movement Regulations.

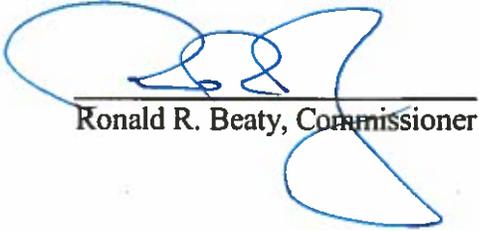
See attached memo from Mike Maguire, Director of the Cape Cod Cooperative Extension.

Thank you.

Approved:


Lea G. Cakounes, Chair


Mary Pat Flynn, Vice-Chair


Ronald R. Beaty, Commissioner

01/02/18
Date

AGENDA ITEM 9n

Authorizing the execution of a contract with Aquacultural Research Corporation on behalf of the Cape Cod Cooperative Extension to conduct a regional oyster remote set program for the participating towns of the County, at the price of \$5.00 per bag for up to 5,600 bags to be delivered by June 26, 2018; with delivery that shall follow all Massachusetts Division of Marine Fisheries Disease Control and Seed Movement Regulations

AGREEMENT BETWEEN

Barnstable County
3295 Main Street
Barnstable, MA 02630

And

Aquacultural Research Corporation
PO Box 2028
99 Chapin Beach Road
Dennis, MA 02638

THIS AGREEMENT is made this 9TH day of JANUARY 2018 by and between Aquacultural Research Corporation (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: The County Commissioners issued an Invitation for Bids from shellfish hatcheries approved to distribute seed in Massachusetts to conduct a regional oyster remote set program for the participating towns of the County.

WHEREAS: The bids were bid in compliance with MA General Law Chapter 30B.

WHEREAS: The contractor 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 Vendor shall provide the services outlined in the Scope of Services.
3. Time of Performance. Work is to be completed no later than June 26, 2018.
4. Payment. \$15.00 per bag for up to 5600 bags.
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 attached "Exhibit A".

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 Sixteen.

FOR THE COUNTY:

BARNSTABLE COUNTY COMMISSIONERS:

Leo Cakounes

Mary Pat Flynn

Ronald Beaty

Date

FOR THE CONTRACTOR:



Date 1/19/2018

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

December 22, 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 Cooperative Extension for sealed bids from approved hatcheries to conduct a regional oyster remote set program for the participating towns of the County.

One responsive bid was received from Aquacultural Research Corporation (ARC). The bid price was \$15.00 per bag for up to 5600 bags, with a project completion date of June 26, 2018. Seed and Remote set delivery must follow all Massachusetts Division of Marine Fisheries Disease Control and Seed Movement Regulations.

Please vote to award the contract to Aquacultural Research Corporation as the responsive, responsible bidder. See attached memo from Mike Maguire, Director of the Cape Cod Cooperative Extension.

Thank you.

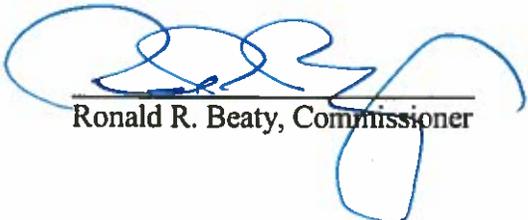
Approved:



Leo G. Cakounes, Chair



Mary Pat Flynn, Vice-Chair



Ronald R. Beaty, Commissioner

01/02/18
Date