

AGENDA PACKET

02/07/18 REGULAR MEETING

AGENDA ITEM 5a

Minutes: Regular Meeting of January 31, 2018

COMMONWEALTH OF MASSACHUSETTS

Barnstable, ss.

At the regular meeting of the Barnstable County Board of Regional Commissioners, held in the Superior Courthouse in Barnstable, on the thirty-first day of January, A.D. 2018

Board Regional Commissioners:

Ronald R. Beaty Present

Leo G. Cakounes Present

Mary Pat Flynn Present

Assembly of Delegates:

Ronald Bergstrom Delegate, Town of Chatham

Staff Present:

Jack Yunits County Administrator

Steve Tebo Interim Assistant County Administrator

Justyna Marczak Human Resources Director

Owen Fletcher Executive Assistant, Administration

Mary McIssac Director of Finance/Treasurer

Steve Amara County Accountant

Paul Niedzwiecki Executive Director, Cape Cod Commission

Kristy Senatori Deputy Director, Cape Cod Commission

Tom Cambareri Water Resources Program Manager, Cape Cod Commission

Gail Coyne Fiscal Manager, Cape Cod Commission

Mike Maguire Director, Cape Cod Cooperative Extension

Diane Murphy	Deputy Director/Fisheries & Aquaculture Specialist, Cape Cod Cooperative Extension
Stacy Gallagher	Director, Children’s Cove
Sean O’Brien	Director, Department of Health & Environment
Stephen Coan	Deputy Director, Fire Rescue Training Academy
Paul Tucker	Deputy Director, Fire Rescue Training Academy
Barbara Austin	Administrative Supervisor, Department of Health & Environment
Beth Albert	Director, Department of Human Services
Bill Traverse	Director, Information Technology
Julie Ferguson	Director, Resource Development Office
Daniel Schell	AmeriCorps Program Coordinator, Resource Development Office

1. Call to Order

Chairman Cakounes called the meeting to order at 10:00 A.M.

2. Pledge of Allegiance

3. Moment of Silence

4. Public Comment

No members of the public offered comment.

5. Budget Workshop

Commissioners' Office

Commissioner Beaty asked that the Board provide fund Human Rights Commission's (HRC) budget at the same amount as last year. Mr. Yunits responded to a question by the Board regarding the HRC and detailed the County's problems with rising employee costs. He also noted that the activities of the HRC were not proper County functions, and that those functions would be performed better by the Commonwealth. Commissioner Beaty expressed that he had spoken to John Reed of Yarmouth, a member of the HRC, and that the Board understood that they must begin to look for a physical space elsewhere and move to secure their own funding. Commissioner Cakounes noted that the Commissioners removed HRC funding in last year's proposed budget and the Assembly did not add this money back. Rev. Dr. Katherine Epperly of Centerville, Vice-Chair of the HRC, spoke to the Board. She expressed that the HRC has not discussed moving away from the County. Commissioner Flynn spoke in support of funding for the HRC. Richard Lavoie of the Township of Barnstable spoke in support of keeping the HRC as part of the County. Commissioner Cakounes asked for the consensus of the Board. Commissioner Cakounes and Beaty expressed support, and Commission Flynn expressed her disapproval for the funding's removal.

Motion by Commissioner Cakounes to fund the Commissioner's budget in the amount of \$837,777.00, adding to the proposed budget: \$30,160.00 for 12.5 hours of time, \$7,056.00 for health and fringe benefits, and \$437 for Medicare costs for the County Clerk and; deleting \$8,569.00 from the salary line for the Human Rights Commission, as recorded, 2nd by Commissioner Beaty, approved 2-1-0 (YES: Beaty, Cakounes. NO: Flynn)

Assembly of Delegates

Commissioner Cakounes spoke regarding his plan to split the functions of the Assembly Clerk and Regional Clerk. He explained that he wished to restructure County operations, and personnel, to increase efficiencies. Ronald Bergstrom, Delegate from Chatham, addressed the Board regarding his concern that the Assembly controlled the Assembly Clerk's position, and that the Commissioners' could not change its description or duties. Commissioner Cakounes stated that what he proposed did not do either. The Board also discussed removing the funding for the Assembly stenographer and the technology in the Assembly's new meeting place.

Motion by Commissioner Cakounes to fund the Assembly of Delegates' budget in the amount of \$248,042.00, adding to the proposed budget: 1) \$60,231.00 for an additional 12.5 hours for the Assembly Clerk; 2) \$14,115.00 in health and fringe benefit costs for those additional hours 3) \$875.00 in Medicare costs for those hours, 4) \$13,103.00 for associated retirement costs and, 5) \$200.00 for copying costs; and deleting: 1) \$90,481.00 in salary; 2) \$21,201.00 in benefit costs; 3) \$1,312.00 in Medicare costs, \$19,653.00 in proposed retirement costs;

\$15,750.00 in costs for a stenographer, as recorded, 2nd by Commissioner Beaty, approved 3-0-0.

Information Technology

Commissioner Cakounes spoke regarding his intent not to fund Joint Initiatives. He also detailed plans to fund a portion of the Information Technology's budget through Joint Initiative funds as well as allow the Cape Cod Commission to bill the Information Technology Department for services. Mr. Yunits spoke regarding continuing work to ensure a smooth transition from the Cape Cod Commission and Information Technology Departments to deliver services.

Motion by Commissioner Cakounes to instruct County staff to allocate the correct amount from joint initiatives to the Department of Information Technology, the County Dredge, and other related Departments, 2nd by Commissioner Beaty, approved 3-0-0.

Joint Initiatives

Motion by Commissioner Beaty to instruct County staff to remove all funding from Joint Initiatives and reallocate it to related County Departments. joint initiatives to the Department of Information Technology, the County Dredge, and other related Departments, 2nd by Commissioner Flynn, approved 3-0-0.

Health

Mr. O'Brien addressed the Board. There was a lengthy discussion regarding funds placed in various departmental budgets, including Health and Environment to address possible employee costs. There was a consensus of the board to remove all such placeholder salaries from departmental budgets.

Human Services

Ms. Albert spoke to the Board. My Choice program funding was discussed. Commissioner Flynn spoke in support of the department and regionalization of services. Commissioner Cakounes spoke regarding reducing costs.

Children's Cove

Commissioner Cakounes highlighted the Cove's grant applications and noted that it's budget may need to be adjusted later depending on the outcome of those requests.

Public Safety

There was a discussion of the Sherriff's unfunded pension liability. Commissioner Cakounes expressed that he would not support legislation to shift that burden to the State due to possible losses in County revenue.

Fire Rescue Training Academy

The Board noted that this budget did not include money from a recently obtained legislative earmark.

Cape Cod Commission

There was a consensus of the Board that all License Plate Funds, as well as Cape Cod Water Collaborative Funds would be removed from the budget.

There was a lengthy discussion of debt, service, bonding, new construction, and County reserves.

6. Approval of Minutes

a. Regular Meeting of January 24, 2018

Motion by Commissioner Beaty to approve the regular meeting minutes of January 24, 2018 as presented, 2nd by Commissioner Flynn, approved 3-0-0.

7. General Business

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

Motion by Commissioner Beaty to approve proposed Ordinance 18-__ (to be numbered) adopting the Barnstable County Fiscal Year 2019 Capital Budget and authorizing its forwarding to the Assembly of Delegates for review and vote as presented, 2nd by Commissioner Flynn, approved 3-0-0

The Board noted that there would be no allocation for a building through bonding. Commissioner Cakounes noted that State Senator Cyr has shown interest in the County Complex. Mr. Cambareri spoke regarding his concerns on Fire Rescue Training Academy spending. He expressed his opinion that the spending plans did too little to consider environmental concerns.

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

9. Commissioners' Actions

a. Authorizing the execution of a new contract with the Massachusetts Department of Fish and Game, Division of Marine Fisheries for a Fiscal Year

2018 disbursement of a legislative earmark in the amount of \$58,334.00, for the period from execution through June 30, 2018, to support shellfish propagation efforts on Cape Cod.

Motion by Commissioner Beaty to authorize the execution of a new contract with the Massachusetts Department of Fish and Game, Division of Marine Fisheries, for a Fiscal Year 2018 disbursement of a legislative earmark, in the amount of \$58,334.00, for a period from execution through June 30, 2018, to support shellfish propagation efforts on Cape Cod as presented, 2nd by Commissioner Flynn, approved 3-0-0

b. Authorizing the Execution of Certificates for Dissolving Septic Betterments

Motion by Commissioner Beaty to authorize the chairperson to execute certificates for dissolving septic betterments as presented, 2nd by Commissioner Flynn, approved 3-0-0

10. Commissioners' Reports

Commissioner Beaty spoke regarding the AmeriCorps Advisory and Human Services Advisory meetings. He also spoke regarding an upcoming Hyannis Growth Incentive Zone meeting at Barnstable Town Hall.

Commissioner Cakounes spoke regarding his intent to meet with Mr. Cambareri on certain budgetary issues as well as his work on County leases.

11. County Administrator's Report

There was no report offered.

12. Adjournment

Barnstable, ss. at 11:42 A.M. on this thirty-first day of January A.D. 2018, Commissioner Beaty made a motion to adjourn, 2nd by Commissioner Flynn, approved 3-0-0.

Approved, Board of Regional Commissioners:

Leo G. Cakounes, Chair

Ronald R. Beaty, Vice-Chair

Mary Pat Flynn, Commissioner

Date

The foregoing records have been read and approved, January , 2018.

A true copy, attest:

Janice O'Connell, Regional Clerk

AGENDA ITEM 6a

Budget Review: Budget Workshop (NO DOCUMENTS)

AGENDA ITEM 7a

Discussion on a proposed memorandum of understanding between Barnstable County and the Cape Cod Commission regarding dredge services (NO DOCUMENTS)

AGENDA ITEM 7b

Discussion on a proposed memorandum of understanding between Barnstable County and the Cape Cod Commission regarding expanding regional information, technology, and communications services in partnership with the towns of Barnstable County (NO DOCUMENTS)

AGENDA ITEM 7c

Proposed Ordinance 18- __ Adopting Barnstable County's Operating Budget for Fiscal Year 2019 (NO DOCUMENTS)

AGENDA ITEM 7d

Proposed Ordinance 18- __ Adopting Barnstable County's Dredge Enterprise Fund Operating Budget for Fiscal Year 2019 (NO DOCUMENTS)

AGENDA ITEM 9a

Authorizing the approval of a timesheet for Jack Yunits, County Administrator, for the period of January 21, 2018 through February 3, 2018 (NO DOCUMENTS)

AGENDA ITEM 9b

Authorizing the execution of a contract for a grant from the Massachusetts Department of Children and Families to Children's Cove, in the amount of \$140,000.00, for a period of July 1, 2017 through June 30, 2018, to provide services to families

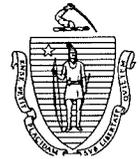
COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



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

CONTRACTOR LEGAL NAME: County of Barnstable (and d/b/a):	COMMONWEALTH DEPARTMENT NAME: Department of Children and Families MMARS Department Code: DSS
Legal Address: (W-9, W-4, T&C): 3195 Main Street, Barnstable, MA 02601	Business Mailing Address: 500 Main Street, Hyannis, MA 02601
Contract Manager: Bobbi Moritz	Billing Address (if different):
E-Mail: bobbi.moritz@barnstablecounty.org	Contract Manager: David Monteith
Phone: 508-375-6873 Fax: 508-375-6887	E-Mail: david.monteith@state.ma.us
Contractor Vendor Code: VC6000194979	Phone: 508-760-0287 Fax:
Vendor Code Address ID (e.g. "AD001"): AD001. (Note: The Address Id Must be set up for EFT payments.)	MMARS Doc ID(s): INTF0000052101820248 RFR/Procurement or Other ID Number: Legislative Exemption
<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 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 checked="" 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 Prior 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 checked="" 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 new Total if Contract is being amended). \$140,000.00.	
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: ___agree to standard 45 day cycle <input checked="" type="checkbox"/> 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.) Contract to provide services to strengthen relationships between family members through meetings, special events, activities, and exercises which allow non-offending parents, child and siblings to spend "quality time" together re-building trust, support, acceptance and pride within the family.	
ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: <input type="checkbox"/> 1. may be incurred as of the 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 checked="" type="checkbox"/> 3. were incurred as of July 1, 2017 , 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, 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 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: Leo Cakounes; Ronald Beaty; Mary Pat Flynn Print Title: Barnstable County Commissioners	AUTHORIZING SIGNATURE FOR THE COMMONWEALTH: X: _____, Date: _____ (Signature and Date Must Be Handwritten At Time of Signature) Print Name: _____ Print Title: _____

COMMONWEALTH OF MASSACHUSETTS CONTRACTOR AUTHORIZED SIGNATORY LISTING



CONTRACTOR LEGAL NAME :
CONTRACTOR VENDOR/CUSTOMER CODE:

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
Ronald R. Beaty	Barnstable County Commissioner
Leo G. Cakounes	Barnstable County Commissioner
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: 508-375-6771

Fax: 508-362-4136

Email: jack.yunits@barnstablecounty.org

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

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

**COMMONWEALTH OF MASSACHUSETTS
CONTRACTOR AUTHORIZED SIGNATORY LISTING**

Issued May
2004



CONTRACTOR LEGAL NAME :
CONTRACTOR VENDOR/CUSTOMER CODE:

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 R. Beaty, Leo G. Cakounes, Mary Pat Flynn

Title: 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

FY: 2018

Amendment #, if Applicable:

If Federal Funds, CFDA #:

PURCHASE OF SERVICE - ATTACHMENT 1: PROGRAM COVER PAGE

PROGRAM INFORMATION

Contractor Name: County of Barnstable	Department Name: Department of Children and Families
Program Type: Supportive Preventive	Document ID #: INTF0000052101820248
Program Name: Children's Cove: Cape Cod & Islands Child Advocacy Center	UFR Program #:
Program Address: 1225 Mary Dunn Rd	MMARS Activity Code: FBSS
City/State/Zip: Barnstable, MA 02630	Other Reference Information (Information Purposes Only):
Contact Person: Bobbi Moritz, Resource Development Officer	Contact Person: David Monteith
Telephone: 508-375-6873	Telephone: 508-760-0287

RFR INFORMATION: Attached RFR Reference # _____

legislative exemption emergency collective purchase interim amendment

SCOPE OF SERVICES: Bidder's Response Attached Description of Services Attached

TOTAL ANTICIPATED CONTRACT DURATION: 7/1/17 to 06/30/2018

INITIAL DURATION: 7/1/17 to 06/30/2018

OPTIONS TO RENEW: N/A options to renew for N/A years each option

FISCAL TERMS

	FUNDING SUMMARY					
	Prior Years		Current Year		Future Years	
	FY	Amount	FY	Amount	FY	Amount
PRICE IS ESTABLISHED THROUGH: (CHECK 1, 2, OR 3)			18	140,000		
<input type="checkbox"/> OPTION 1: PRICE AGREEMENT (list price) \$ _____ rate regulation (if any) _____						
<input type="checkbox"/> OPTION 2: SUMMARY BUDGET ("T" lines only) <input type="checkbox"/> unit rate <input type="checkbox"/> cost reimbursement <input type="checkbox"/> other _____						
<input checked="" type="checkbox"/> OPTION 3: COMPLETE BUDGET <input checked="" type="checkbox"/> cost reimbursement <input type="checkbox"/> unit rate <input type="checkbox"/> other _____						
	Total: \$		Total: \$140,000		Total: \$	
	Multi-Year Total: \$					

CURRENT
 MAX OBLIGATION: \$140,000 UNIT RATE: \$ _____ per: _____ # BILLABLE UNITS: _____

ADDITIONAL PAYMENT OR PRICE SPECIFICATIONS: The Department and the Vendor/Contractor have agreed that the claimed performance was made and accepted on the following dates: _____ and that the total value of the performance to be compensated under this settlement agreement and release is: \$ _____

PURCHASE OF SERVICE - ATTACHMENT 3: FISCAL YEAR PROGRAM BUDGET

Program Name: Children's Cove Cape Cod & Islands Child Advocacy Center		Document ID#: INTF0000052101820248		MMARS Act. Code FBSS		Program Type: Supportive Preventive		UFR Prog. # 11		
	Program Component	Current		Amend. Change		New		COST REIMBURSEMENT ONLY		
		FTE	Amount	FTE	Amount	FTE	Amount	Offset	Source	Reimb. Cost
UFR Title #	Direct Care/Program Support Staff/Overtime/Shift Differential & Relief (Titles 101-141)									
102	Program Director	1.00	\$ 37,679				\$ 37,679			\$ 37,679
103	Assistant Director	1.00	\$ 34,510				\$ 34,510			\$ 34,510
137	Administrative Assistant	1.00	\$ 20,162				\$ 20,162			\$ 20,162
	SUBTOTAL STAFF	3.00	\$ 92,352		\$ -		\$ 92,352	\$ -		\$ 92,352
150	Payroll Taxes		\$ 1,339				\$ 1,339			\$ 1,339
151	Fringe Benefits		\$ 46,309				\$ 46,309			\$ 46,309
T 100	Total Direct Care/Program Staff		\$ 140,000		\$ -		\$ 140,000	\$ -		\$ 140,000
Title #	Occupancy									
301	Program Facilities									
* 390	Fac. Oper/Main/Furn									
T 300	Total Occupancy		\$ -		\$ -		\$ -	\$ -		\$ -
UFR Title #	Other Direct Care/Program Support									
201	Direct Care Consultant									
202	Temporary Help									
203	Clients/Caregivers. Reimb/Stipends									
206	Subcontract Dir. Care									
204	Staff Training									
205	Staff Mileage/Travel									
207	Meals									
208	Contracted Client Trans.									
* 208	Vehicle Expenses									
* 208	Vehicle Depreciation									
209	Incid. Health/Med Care									
211	Client Per. Allowances									
212	Prov. of Material Good									
214	Direct Client Wages									
214	Other Commercial Prod. & Svs.									
* 215	Program Supplies/Mat									
T 200	Total Other Direct Care/Program		\$ -		\$ -		\$ -	\$ -		\$ -
Title #	Direct Admin Expenses									
216	Program Support									
510 (*410 & 390)	Other Direct Administrative Expenses									
T 500	Total Direct Administrative Exp.		\$ -		\$ -		\$ -	\$ -		\$ -
T	SUBTOTAL PROGRAM COSTS		\$ 140,000		\$ -		\$ 140,000	\$ -		\$ 140,000
* 410	Agency Admin. Support Allocation %									
T	PROGRAM TOTAL		\$ 140,000		\$ -		\$ 140,000	\$ -		\$ 140,000

Commercial Fee, if applicable, for for-profit contractors only (for informational purposes only; not to be included in the price paid by the Commonwealth) % \$:N/A for Cost Reimbursement

A. \$ Subtotal of offsets which are for non-reimbursable costs.

Non-reimbursable costs must be shown in detail on Attachment 5 when the program is subject to the provisions of Federal OMB Circular A-122 and/or 808 CMR 1.00.

* Contractor's Board approved capitalization level relative to any negotiated expense costs in lines 208, 215, 390 or 410 is \$

**PURCHASE OF SERVICE
ATTACHMENT 4: RATE CALCULATION/MAXIMUM OBLIGATION CALCULATION PAGE**

Program Name: Children's Cove: Cape & Islands Child Advocacy Center	Document ID# INTF0000052101820248	MMARS Act. Code: FBSS	Program Type: Supportive/Preventive	UFR Prog # 11
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AMENDMENT #, IF APPLICABLE:

UNIT RATE CALCULATION

1. Program Total Costs			\$0
2a. Program Offsets:	<u>Source</u>	<u>Amount</u>	
	_____	\$0	
	_____	\$0	
	_____	\$0	
	_____	\$0	
	_____	\$0	
2b. Offsets for Non-Reimbursable Costs:	_____	\$0	
Note: Total non-reimbursable costs listed in line 2b must be detailed on Attachment 5.			
2. Subtotal Offsets (Line 2a + Line 2b)			\$0
3. Net Adjusted Program Costs (LINE 1 minus LINE 2)			\$0
4. Total Program Capacity	<u>0</u> (# of units)	<u>0</u> (Type of unit)	
5. Share of Total Capacity Purchased by Contract	<u>0</u> (# of units)	<u>0%</u> (% of line 4)	
6. Negotiated Utilization Factor, if any	<u>0%</u>		
7. Adjusted Capacity Used to Establish Price (LINE 4 x LINE 6)	<u>0</u> (# of units)		
8. Unit Rate (LINE 3 DIVIDED BY LINE 7)		<u>#DIV/0!</u>	
9. Maximum # of Billable Units (LINE 5 x LINE 6)		<u>0</u>	

OTHER PRICE CALCULATION METHOD

10. Enter relevant information: _____

MAXIMUM OBLIGATION CALCULATION

11. For Unit Rate: Line 8 X Line 9			
For Other Price Calculation Method, Enter Obligation From Line 10			
For Cost Reimbursement: Enter Reimbursable Cost Total From Program Budget			\$140,000
12. Invoice Offset	<u>SOURCE</u>	<u>AMOUNT</u>	
	_____	\$0	
	_____	\$0	
	_____	\$0	
12. Subtotal			\$0
13. Maximum Obligation for the Program (LINE 11 minus LINE 12)			\$140,000
14. Capital Budget (from Capital Budget Form), if applicable			\$0
15. Total Maximum Obligation for Program (LINE 13 + LINE 14)			\$140,000

FOR INFORMATION ONLY: Other Revenue Sources (Only if % in LINE 5 is less than 100%)

<u>SOURCE</u>	<u>AMOUNT</u>
_____	\$0
_____	\$0

DEPARTMENT OF CHILDREN AND FAMILIES ATTACHMENT: PROGRAM/MODEL SUMMARY

CONTRACT NUMBER: INTF0000052101820248 **FY:** 2018 **DATES FROM:** 7/1/17 **TO:** 06/30/2018

PROVIDER NAME: County of Barnstable

PROVIDER PROGRAM NAME: Children's Cove: The Cape Cod & The Islands Child Advocacy Center

DCF MODEL NAME: Supportive/Preventive Other

DCF MMARS PROGRAM CODE AND NAME: __FNSS-Family Networks/S&S/Support and Stabilization

The purpose of the PROGRAM /MODEL SUMMARY attachment is to provide an executive summary of each program model contained in the contract. **Limit descriptive narrative to this page only.**

Children's Cove (the Cove) offers a safe, welcoming place for children to go if they have been sexually abused, severely physically abused, witness to domestic violence, or commercially sexually exploited (CSEC). The Cove brings together professionals in this field who have made it their life's work to help. The Cove treats each child with respect, care, and compassion and makes it possible for the trauma to stop and the healing to begin. All Children's Cove services are provided free of charge to the victim and non-offending family members.

A department within Barnstable County, the Cove is a unique collaborative effort among partner agencies including Barnstable County, the Cape and Islands District Attorney's Office, Department of Children and Families, Department of Mental Health, and Cape Cod Health Care. The Cove is one of twelve Child Advocacy Centers (CAC) in Massachusetts and over 800 nationally. The Cove has proven over the past 20 years that taking a regional approach to helping vulnerable, abused children brings the best out of every agency involved in the recovery of the victim and the prosecution of the offender. As pioneers of a groundbreaking collaborative regional approach, Children's Cove has gained statewide and national recognition as a model organization with programs that have been replicated on a broader scale.

Children's Cove is a fully operational and accredited Child Advocacy Center (CAC) with the National Children's Alliance in Washington, D.C. whose components include the Sexual Abuse Intervention Network (SAIN) Team – the investigatory portion of the program; the medical exam, provided by the Nurse Practitioner/Pediatric Sexual Assault Nurse Examiner (Pedi-SANE) who utilizes a state-of-the-art procedures to gather evidentiary digital images used in court proceedings; case tracking and team review; family advocacy; specialized therapeutic referrals; education and training.

The Cove strives to help educate the community on issues surrounding child abuse. These include members of the community, law enforcement, prosecutors, emergency medical providers, firefighters and child protection professionals. The Cove continues to plan and implement its awareness campaign, including radio ads, news articles, and public service announcements as part of its outreach to the community regarding child sexual abuse.

Children's Cove serves the same jurisdictional zones as that of the District Attorney's Office and the area office of the Department of Children and Families. This includes the fifteen towns of Cape Cod, the six towns on the islands of Martha's Vineyard and Nantucket. During fiscal year (FY) 2017, interviews included consumers from Cape Cod towns and both islands, as well as children who were visiting these areas at the time of disclosure.

Children's Cove protocols mandate that the victim must have made some form of disclosure, and that the alleged abuse is thought to have occurred within the jurisdictional area of Cape Cod and the islands of Martha's Vineyard and Nantucket.

The alleged victim may be from the age of two years old (depending upon the child's cognitive and developmental abilities) to the age of seventeen years of age or older (depending upon cognitive and developmental abilities). The legal guardian of the child must also consent to the interview.

The Cove's Mental Health Program is available 24 hours/day-7 days/week and includes a Mental Health Coordinator who is a staff member able to refer children and families to appropriate, trauma informed provider networks. The Cove's Family Advocate works with the family to identify needs and community resources to help the family navigate the system that is part of the investigation in a non-stigmatizing and confidential manner. As part of the Massachusetts Child Welfare Grant, Children's Cove implemented an initiative to educate the community, law enforcement, and human service agencies about the Commercial Sexual Exploitation of Children (CSEC). An advisory board and multidisciplinary steering committee was created to develop the CSEC response protocols for the Cape and Islands.

The Cove also partners with schools to create the Teen TASK (Taking a Stand for Kids) Force to raise awareness, educate, and advocate for child abuse issues. In June of 2017, the Cove was awarded a grant through AmeriCorps Volunteers in Service to America (VISTA) to develop a sustainable system to educate and recruit volunteers representing the diverse demographics of the region.

BUDGET REVISION MEMO

To: Stephen Amara	GRANT NAME: DSS Child Advocacy Center (DSS-CAC)			
From: Bobbi Moritz	DEPARTMENT: Children's Cove			
Date: 1/31/2018	FUND ACCOUNT:	LOCAL	STATE	FEDERAL PRIVATE
Re: FY18 Budget	GRANTING AGENCY: MA-Department of Children and Families			
cc: Mary McIsaac	DURATION:	From: 7/1/2017	To: 6/30/2018	
Stacy Gallagher	CFDA NUMBER:	N/A		
Nancy Raymond	RDO Officer:	Bobbi Moritz		

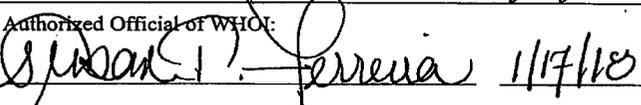
GRANT:

FUND	OBJECT #	PROJECT #	DESCRIPTION	Original Budget	Transfer	Revised Budget
0104	5100		Salary	\$89,979.00	\$2,373.00	\$92,352.00
	5981		Retirement	\$19,705.40	\$519.62	\$ 20,225.02
	5982		Workman's Comp	\$3,599.16	\$94.91	\$ 3,694.07
	5983		Group Insurance	\$22,604.40	(\$3,095.86)	\$ 19,508.54
	5984		Medicare	\$1,304.70	\$34.30	\$ 1,339.00
	5989		Misc. Fringe	\$2,807.34	\$74.03	\$ 2,881.37
TOTAL				\$140,000	\$0.00	\$140,000.00

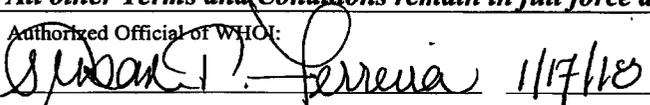
AGENDA ITEM 9c

Authorizing the execution of a contract amendment for a grant, from the National Oceanic and Atmospheric Administration (NOAA) through the Woods Hole Oceanographic Institution (WHOI), to the Cape Cod Cooperative Extension, in the amount of \$679,582.00, for the period of February 1, 2014 through August 31, 2018, to fund the “Sea Grant Extension Program”, extending the period of performance from January 31, 2018 through August 31, 2018, and changing the grant’s principal investigator (PI)

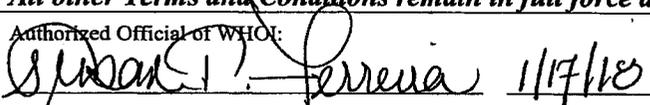
Cost Reimbursable Research Subaward Amendment

WHOI		Collaborator	
Woods Hole Oceanographic Institution		Cape Cod Cooperative Extension (Barnstable County)	
Address: 183 Oyster Pond Rd. Fenno House, MS #39 Woods Hole, MA 02543-1501		Address: P.O Box 367 Railroad Ave. Barnstable, MA 02630	
		EIN No. 04 6001419	
FAIN: NA14OAR4170074, Project A/S 15s	Federal Award (Fed Awd) Agency : NOAA (Sea Grant)	WHOI Project No : 22007402	
Fed Awd Issue Date: 2/1/2014	Total Amt of Fed Awd to WHOI: \$4,207,884.00	CFDA Title: Sea Grant Support	CFDA No. 11.417
Sub Period of Performance: 2/1/2014-1/31/2018	Sub Budget Period: 2/1/2014-1/31/2018	Sub Amt Currently Available: \$679,582.00	Sub Anticipated Total: (incremental): \$679,582.00
WHOI PI: Dr. Judy McDowell		Collaborator PI: Diane Murphy	
Project Title: "Sea Grant Extension Program"			
Subaward (Sub) No: A101112	Subject to FFATA: (see Attachment 3B) <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Is this Award R&D: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Amendments to Original Terms and Conditions			
Effective Date: 1/31/2018		Amendment No: 8	
<p>The purpose of this Amendment is twofold:</p> <p>first: a No Cost Extension of the Budget Period and the Period of Performance hereby extended through 8/31/2018. Total amount currently available remains \$679,582.00;</p> <p>second: the change of WHOI PI from Dr. Judy McDowell to Dr. Matthew Charette</p> <p><i>Please make the following changes to your Award Agreement:</i></p>			
Sub Period of Performance: 2/1/2014-8/31/2018	Sub Budget Period: 2/1/2014-8/31/2018	Sub Amt Currently Available: \$679,582.00	Sub Anticipated Total: (incremental): \$679,582.00
WHOI PI: Dr. Matthew Charette		Collaborator PI: Diane Murphy	
Attachment 4: Incremental Funding			
<p>This Agreement is incrementally funded. The total amount of this Agreement is \$679,582.00.</p> <p>The amount currently available for payment is \$679,582.00 which covers the Budget Period and the Period of Performance as extended.</p> <p>This subaward is fully funded.</p>			
Cost Share Requirements			
<p>The total of \$500,419.00 on this Subaward has been committed for Cost Share.</p> <p>All Cost Share must be documented on your invoices with <u>period and cumulative</u> totals reported.</p>			
<i>All other Terms and Conditions remain in full force and effect.</i>			
Authorized Official of WHOI:  Susan P. Ferreira, Post Award Manager Woods Hole Oceanographic Institution		Authorized Official of Collaborator: Name: _____ Date _____ Title: _____	
Date 1/17/18		Date	

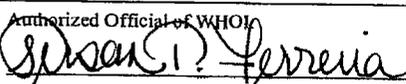
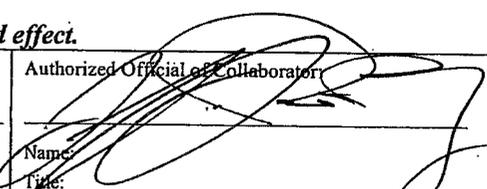
Cost Reimbursable Research Subaward Amendment

WHOI		Collaborator	
Woods Hole Oceanographic Institution		Cape Cod Cooperative Extension (Barnstable County)	
Address: 183 Oyster Pond Rd. Fenno House, MS #39 Woods Hole, MA 02543-1501		Address: P.O Box 367 Railroad Ave. Barnstable, MA 02630	
		EIN No. 04 6001419	
FAIN: NA14OAR4170074, Project A/S 15s		Federal Award (Fed Awd) Agency : NOAA (Sea Grant)	WHOI Project No : 22007402
Fed Awd Issue Date: 2/1/2014	Total Amt of Fed Awd to WHOI: \$4,207,884.00	CFDA Title: Sea Grant Support	CFDA No. 11.417
Sub Period of Performance: 2/1/2014-1/31/2018	Sub Budget Period: 2/1/2014-1/31/2018	Sub Amt Currently Available: \$679,582.00	Sub Anticipated Total: (incremental): \$679,582.00
WHOI PI: Dr. Judy McDowell		Collaborator PI: Diane Murphy	
Project Title: "Sea Grant Extension Program"			
Subaward (Sub) No: A101112	Subject to FFATA: (see Attachment 3B) <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Is this Award R&D: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Amendments to Original Terms and Conditions			
Effective Date: 1/31/2018		Amendment No: 8	
<p>The purpose of this Amendment is twofold:</p> <p>first: a No Cost Extension of the Budget Period and the Period of Performance hereby extended through 8/31/2018. Total amount currently available remains \$679,582.00;</p> <p>second: the change of WHOI PI from Dr. Judy McDowell to Dr. Matthew Charette</p> <p>Please make the following changes to your Award Agreement:</p>			
Sub Period of Performance: 2/1/2014-8/31/2018	Sub Budget Period: 2/1/2014-8/31/2018	Sub Amt Currently Available: \$679,582.00	Sub Anticipated Total: (incremental): \$679,582.00
WHOI PI: Dr. Matthew Charette		Collaborator PI: Diane Murphy	
Attachment 4: Incremental Funding			
<p>This Agreement is incrementally funded. The total amount of this Agreement is \$679,582.00.</p> <p>The amount currently available for payment is \$679,582.00 which covers the Budget Period and the Period of Performance as extended.</p> <p>This subaward is fully funded.</p>			
Cost Share Requirements			
<p>The total of \$500,419.00 on this Subaward has been committed for Cost Share.</p> <p>All Cost Share must be documented on your invoices with <u>period and cumulative</u> totals reported.</p>			
<i>All other Terms and Conditions remain in full force and effect.</i>			
Authorized Official of WHOI:  Susan P. Ferreira, Post Award Manager Woods Hole Oceanographic Institution		Authorized Official of Collaborator: _____ Name: _____ Title: _____	
Date 1/17/18		Date _____	

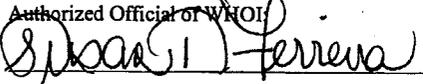
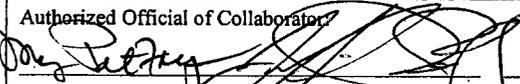
Cost Reimbursable Research Subaward Amendment

WHOI		Collaborator	
Woods Hole Oceanographic Institution		Cape Cod Cooperative Extension (Barnstable County)	
Address: 183 Oyster Pond Rd. Fenno House, MS #39 Woods Hole, MA 02543-1501		Address: P.O Box 367 Railroad Ave. Barnstable, MA 02630	
		EIN No. 04 6001419	
FAIN: NA14OAR4170074, Project A/S 15s		Federal Award (Fed Awd) Agency : NOAA (Sea Grant)	WHOI Project No : 22007402
Fed Awd Issue Date: 2/1/2014	Total Amt of Fed Awd to WHOI: \$4,207,884.00	CFDA Title: Sea Grant Support	CFDA No. 11.417
Sub Period of Performance: 2/1/2014-1/31/2018	Sub Budget Period: 2/1/2014-1/31/2018	Sub Amt Currently Available: \$679,582.00	Sub Anticipated Total: (incremental): \$679,582.00
WHOI PI: Dr. Judy McDowell		Collaborator PI: Diane Murphy	
Project Title: "Sea Grant Extension Program"			
Subaward (Sub) No: A101112	Subject to FFATA: (see Attachment 3B) <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Is this Award R&D: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Amendments to Original Terms and Conditions			
Effective Date: 1/31/2018		Amendment No: 8	
<p>The purpose of this Amendment is twofold:</p> <p>first: a No Cost Extension of the Budget Period and the Period of Performance hereby extended through 8/31/2018. Total amount currently available remains \$679,582.00;</p> <p>second: the change of WHOI PI from Dr. Judy McDowell to Dr. Matthew Charette</p> <p>Please make the following changes to your Award Agreement:</p>			
Sub Period of Performance: 2/1/2014-8/31/2018	Sub Budget Period: 2/1/2014-8/31/2018	Sub Amt Currently Available: \$679,582.00	Sub Anticipated Total: (incremental): \$679,582.00
WHOI PI: Dr. Matthew Charette		Collaborator PI: Diane Murphy	
Attachment 4: Incremental Funding			
<p>This Agreement is incrementally funded. The total amount of this Agreement is \$679,582.00.</p> <p>The amount currently available for payment is \$679,582.00 which covers the Budget Period and the Period of Performance as extended.</p> <p>This subaward is fully funded.</p>			
Cost Share Requirements			
<p>The total of \$500,419.00 on this Subaward has been committed for Cost Share.</p> <p>All Cost Share must be documented on your invoices with <u>period and cumulative</u> totals reported.</p>			
<i>All other Terms and Conditions remain in full force and effect.</i>			
Authorized Official of WHOI:  Susan P. Ferreira, Post Award Manager Woods Hole Oceanographic Institution		Authorized Official of Collaborator: _____ Name: _____ Date: _____	
Date: 1/17/18		Date: _____	

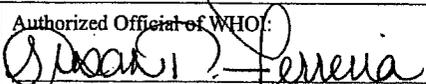
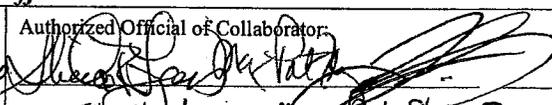
Cost Reimbursable Research Subaward Amendment

WHOI		Collaborator	
Woods Hole Oceanographic Institution		Cape Cod Cooperative Extension (Barnstable County)	
Address: 183 Oyster Pond Rd. Fenno House, MS #39 Woods Hole, MA 02543-1501		Address: P.O Box 367 Railroad Ave. Barnstable, MA 02630	
		EIN No. 04 6001419	
FAIN: NA14OAR4170074, Project A/S 15s	Federal Award (Fed Awd) Agency: NOAA (Sea Grant)	WHOI Project No: 22007402	
Fed Awd Issue Date: 2/1/2014	Total Amt of Fed Awd to WHOI: \$4,207,884.00	CFDA Title: Sea Grant Support	CFDA No. 11.417
Sub Period of Performance: 2/1/2014-1/31/2018	Sub Budget Period: 2/1/2014-7/31/2017	Sub Amt Currently Available: \$591,175.00	Sub Anticipated Total: (incremental): \$679,582.00
WHOI PI: Dr. Judy McDowell		Collaborator PI: Diane Murphy	
Project Title: "Sea Grant Extension Program"			
Subaward (Sub) No: A101112	Subject to FFATA: (see Attachment 3B) <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Is this Award R&D: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Amendments to Original Terms and Conditions			
Effective Date: 7/05/2017		Amendment No: 7	
<p>The purpose of this Amendment is the addition of remainder Year 4 funds. \$88,407.00 in incremental funding will be added for the Budget Period hereby extended to be equal to the Period of Performance which remains through 1/31/2018. Total amount currently available is increased to \$679,582.00. And... To update Attachments 1 & 2 by: incorporating updated DOC Financial Assistance Standard Terms and Conditions; revising NOAA Administrative Special and Standard Award Conditions; as attached.</p> <p>Please make the following changes to your Award Agreement:</p>			
Sub Period of Performance: 2/1/2014-1/31/2018	Sub Budget Period: 2/1/2014-1/31/2018	Sub Amt Currently Available: \$679,582.00	Sub Anticipated Total: (incremental): \$679,582.00
Attachment 4: Incremental Funding			
<p>This Agreement is incrementally funded. The total amount of this Agreement is \$679,582.00. The amount currently available for payment is \$679,582.00 which covers the Budget Period as extended and the Period of Performance as previously stated. This is the final increment and fully funds this subaward.</p> <p style="text-align: center;">Cost Share Requirements</p> <p>The total of \$500,419.00 on this Subaward has been committed for Cost Share. The amount currently committed for: Year One is \$121,280.00; for Year Two is \$124,124.00, for Year Three is \$126,344.00, and for Year 4 is \$128,671.00 for a total Cost Share Amount of \$500,419.00. All Cost Share must be documented on your invoices with <u>period and cumulative</u> totals reported.</p>			
<i>All other Terms and Conditions remain in full force and effect.</i>			
Authorized Official of WHOI:  Susan P. Ferreira, Post Award Manager Woods Hole Oceanographic Institution		Authorized Official of Collaborator:  Name: _____ Title: _____	
Date: 7/21/17		Date: 08/16/17	

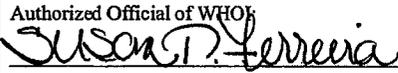
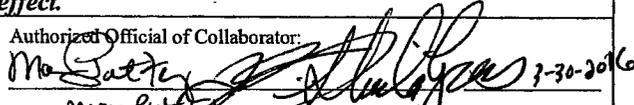
Cost Reimbursable Research Subaward Amendment

WHOI		Collaborator	
Woods Hole Oceanographic Institution		Cape Cod Cooperative Extension (Barnstable County)	
Address: 183 Oyster Pond Rd. Fenno House, MS #39 Woods Hole, MA 02543-1501		Address: P.O Box 367 Railroad Ave. Barnstable, MA 02630	
		EIN No. 04 6001419	
FAIN: NA14OAR4170074, Project A/S 15s	Federal Award (Fed Awd) Agency: NOAA (Sea Grant)	WHOI Project No: 22007402	
Fed Awd Issue Date: 2/1/2014	Total Amt of Fed Awd to WHOI: \$4,207,884.00	CFDA Title: Sea Grant Support	CFDA No. 11.417
Sub Period of Performance: 2/1/2014-1/31/2018	Sub Budget Period: 2/1/2014-1/31/2017	Sub Amt Currently Available: \$502,768.00	Sub Anticipated Total: (incremental): \$679,582.00
WHOI PI: Dr. Judy McDowell		Collaborator PI: Diane Murphy	
Project Title: "Sea Grant Extension Program"			
Subaward (Sub) No: A101112	Subject to FFATA: (see Attachment 3B) <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Is this Award R&D: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Amendments to Original Terms and Conditions			
Effective Date: 1/31/2017		Amendment No: 6	
<p>The purpose of this Amendment is the addition of partial Year 4 funds. \$88,407.00 in incremental funding will be added for the Budget Period hereby extended through 7/31/2017. Period of Performance remains through 1/31/2018. Total amount currently available is increased to \$591,175.00.</p> <p>Please make the following changes to your Award Agreement:</p>			
Sub Period of Performance: 2/1/2014-1/31/2018	Sub Budget Period: 2/1/2014-7/31/2017	Sub Amt Currently Available: \$591,175.00	Sub Anticipated Total: (incremental): \$679,582.00
Attachment 4: Incremental Funding			
<p>This Agreement is incrementally funded. The total amount of this Agreement is \$679,582.00. The amount currently available for payment is \$591,175.00 which covers the Budget Period as extended and the Period of Performance.</p> <p>WHOI's obligation for the differenced of \$88,407.00 is contingent on the availability of funds and the scientific progress of this project. Accordingly, no legal liability on the part of WHOI for payment of this difference shall exist unless and until an amendment is issued to the Subrecipient to make these funds available.</p>			
Cost Share Requirements			
<p>The total of \$500,419.00 on this Subaward has been committed for Cost Share. The amount currently committed for: Year One is \$121,280.00; for Year Two is \$124,124.00, for Year Three is \$126,344.00, and for partial Year 4 is \$64,335.50 for a total Cost Share Amount of \$436,083.50 Remainder Year 4 is expected to be \$64,335.50</p>			
All Cost Share must be documented on your invoices with <u>period and cumulative</u> totals reported.			
All other Terms and Conditions remain in full force and effect.			
Authorized Official of WHOI  3/24/17		Authorized Official of Collaborator  04/05/17	
Susan P. Ferreira, Post Award Manager Woods Hole Oceanographic Institution		Name: Mary Pat Flynn, Leo Lakoures, Ron Beary Title: County Commissioners	

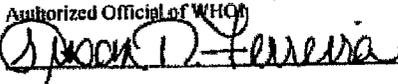
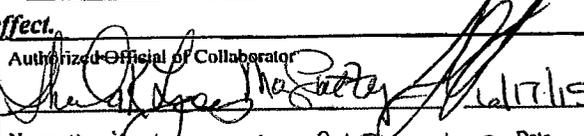
Cost Reimbursable Research Subaward Amendment

WHOI		Collaborator	
Woods Hole Oceanographic Institution		Cape Cod Cooperative Extension (Barnstable County)	
Address: 183 Oyster Pond Rd. Fenno House, MS #39 Woods Hole, MA 02543-1501		Address: P.O Box 367 Railroad Ave. Barnstable, MA 02630	
		EIN No. 04 6001419	
FAIN: NA14OAR4170074, Project A/S 15s	Federal Award (Fed Awd) Agency: NOAA (Sea Grant)	WHOI Project No: 22007402	
Fed Awd Issue Date: 2/1/2014	Total Amt of Fed Awd to WHOI: \$4,207,884.00	CFDA Title: Sea Grant Support	CFDA No. 11.417
Sub Period of Performance: 2/1/2014-1/31/2018	Sub Budget Period: 2/1/2014-4/30/2016	Sub Amt Currently Available: \$370,411.00	Sub Anticipated Total: (incremental): \$679,582.00
WHOI PI: Dr. Judy McDowell		Collaborator PI: Diane Murphy	
Project Title: "Sea Grant Extension Program"			
Subaward (Sub) No: A101112	Subject to FFATA: (see Attachment 3B) <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Is this Award R&D: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Amendments to Original Terms and Conditions			
Effective Date: 6/24/2015		Amendment No: 5	
<p>The purpose of this Amendment is the addition of remainder Year 3 funds. \$132,357.00 in incremental funding will be added for the Budget Period hereby extended through 1/31/2017. Period of Performance remains through 1/31/2018. Total amount currently available is increased to \$502,768.00.</p> <p>Please make the following changes to your Award Agreement:</p>			
Sub Period of Performance: 2/1/2014-1/31/2018	Sub Budget Period: 2/1/2014-1/31/2017	Sub Amt Currently Available: \$502,768.00	Sub Anticipated Total: (incremental): \$679,582.00
Attachment 4: Incremental Funding			
<p>This Agreement is incrementally funded. The total amount of this Agreement is \$679,582.00. The amount currently available for payment is \$502,768.00 which covers the Budget Period as hereby extended and the Period of Performance.</p> <p>WHOI's obligation for the differenced of \$176,814.00 is contingent on the availability of funds and the scientific progress of this project. Accordingly, no legal liability on the part of WHOI for payment of this difference shall exist unless and until an amendment is issued to the Subrecipient to make these funds available.</p>			
Cost Share Requirements			
<p>The total of \$500,419.00 on this Subaward has been committed for Cost Share. The amount currently committed for: Year One is \$121,280.00; for Year Two is \$124,124.00 and for Year Three is \$126,344.00 for a total of \$371,748.00. Cost Share for Year 4 is expected to be \$128,671.00.</p>			
<p>All Cost Share must be documented on your invoices with <u>period and cumulative</u> totals reported.</p>			
<p>All other Terms and Conditions remain in full force and effect.</p>			
Authorized Official of WHOI: 		Authorized Official of Collaborator: 	
Susan P. Ferreira, Post Award Manager Woods Hole Oceanographic Institution		Name: Sheila Lyons, Mary Rut Flynn, 7 Title: Co Commissioners	
Date: 6/28/2016		Date: 6/16/16	
County Commissioners 			

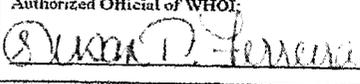
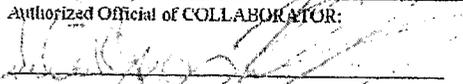
Research Subaward Agreement Amendment

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

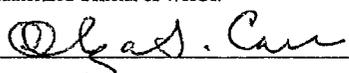
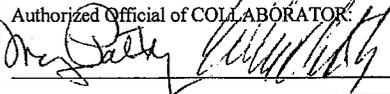
Research Subaward Agreement Amendment

WHOI		Collaborator	
Woods Hole Oceanographic Institution		Cape Cod Cooperative Extension (Barnstable County)	
Address: 183 Oyster Pond Rd. Fenno House, MS #39 Woods Hole, MA 02543-1501		Address: P.O Box 367 Railroad Ave. Barnstable, MA 02630	
		EIN No: 04 6001419	
FAIN: NA14OAR4170074, Project A/S 15s	Federal Award (Fed Awd) Agency: NOAA (Sea Grant)	WHOI Project No.: 22007402	
Fed Awd Issue Date: 2/1/2014	Total Amt of Fed Awd to WHOI: \$4,207,884.00	CFDA Title: Sea Grant Support	CFDA No.: 11.417
Subaward (Sub) Period of Performance: 2/1/2014-1/31/2018	Sub Budget Period: 2/1/2014-3/31/2015	Sub. Amt. Currently Available: \$194,737.00	Sub Anticipated Total: (incremental): \$679,582.00
WHOI PI: Dr. Judy McDowell		Collaborator PI: Diane Murphy	
Project Title: "Sea Grant Extension Program"			
Subaward (Sub) No: A101112	Subject to FFATA: (see Attachment 3B) <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Is this Award R&D: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Amendments to Original Terms and Conditions			
Effective Date: 5/21/2015		Amendment No.: 3	
<p>The purpose of this Amendment is twofold. First: the addition of remainder Year 2 funds. \$135,016.00 in incremental funding will be added for the Budget Period hereby extended through 1/31/2016. Period of Performance remains through 1/31/2018. Total amount currently available is increased to \$329,753.00. Second: Incorporation of 2 CFR Part 200 – Uniform Guidance</p> <p>Please make the following changes to your Award Agreement</p>			
Sub Period of Performance: 2/1/2014-1/31/2018	Sub Budget Period: 2/1/2014-1/31/2016	Sub Amt Currently Available \$329,753.00	Sub Anticipated Total (incremental): \$679,582.00
Attachment 4: Incremental Funding			
<p>This Agreement is incrementally funded. The total amount of this Agreement is \$679,582.00. The amount currently available for payment is \$329,753.00 which covers the Budget Period as hereby extended and the Period of Performance.</p> <p>WHOI's obligation for the differenced of \$349,829.00 is contingent on the availability of funds and the scientific progress of this project. Accordingly, no legal liability on the part of WHOI for payment of this difference shall exist unless and until an amendment is issued to the Subrecipient to make these funds available.</p> <p style="text-align: center;">Cost Share Requirements</p> <p>The total of \$500,419.00 on this Subaward has been committed for Cost Share.</p> <p>The amount currently committed for Year One is \$121,280.00. The amount currently committed for Year Two is \$124,124.00 Remaining Cost Share for Year 3 will be \$126,344.00 and for Year 4 will be \$128,671.00.</p> <p>All Cost Share must be documented on your invoices with period and cumulative totals reported.</p> <p>All other Terms and Conditions remain in full force and effect.</p>			
Authorized Official of WHOI:  Susan P. Ferreira, Post Award Manager Woods Hole Oceanographic Institution		Authorized Official of Collaborator:  Name: Sheila Lyons, Mary Pat Flynn Leo Title: County Commissioners Cape Cod	
Date: 05/09/2015		Date: 5/11/15	

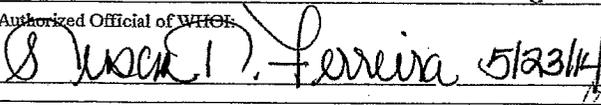
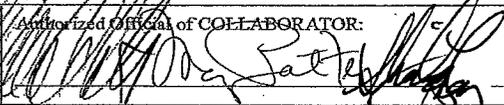
Research Subaward Amendment

WHOI		Collaborator	
Woods Hole Oceanographic Institution ("WHOI") Address: 183 Oyster Pond Rd. Fenno House, MS #39 Woods Hole, MA 02543		Cape Cod Cooperative Extension (Barnstable County) Address: P.O Box 367 Railroad Ave. Barnstable, MA 02630	
Prime Award No: NA14OAR4170074, Project A/S 15s		EIN No. 04 6001419 Subaward No: A101112	
Awarding Agency: NOAA (Sea Grant)		CFDA No: 11.417	
Budget Period: 2/1/2014-1/31/2015	Period of Performance: 2/1/2014-1/31/2018	Currently Available: \$162,032.00	Anticipated Total: (Incremental) \$679,582.00
WHOI PI: Dr. Judy McDowell		Collaborator PI: Diane Murphy	
Project Title: <p style="text-align: center;">"Sea Grant Extension Program"</p>			
Amendments to Original Terms and Conditions			
Effective Date: 3/12/2015		Amendment No: 02	
The purpose of this Amendment is the addition of partial Year 2 funds. \$32,705.00 in incremental funding will be added for the Budget Period hereby extended through 3/31/2015 . Period of Performance remains through 1/31/2018 . Total amount currently available is increased to \$194,737.00 . Cost Share commitment is increased by \$24,203.74 for a Cost Share amount currently committed of \$145,483.74 .			
Please make the following changes to your Award Agreement			
Budget Period: 2/1/2014-3/31/2015	Period of Performance: 2/1/2014-1/31/2018	Currently Available: \$194,737.00	Anticipated Total: (Incremental) \$679,582.00
Attachment 4:			
Incremental Funding			
This Agreement is incrementally funded. The total amount of this Agreement is \$679,582.00 .			
The amount currently available for payment is \$194,737.00 which covers the Budget Period and the Period of Performance.			
WHOI's obligation for the difference of \$484,845.00 is contingent upon the availability of funds and the scientific progress of this project. Accordingly, no legal liability on the part of WHOI for payment of this difference shall exist unless and until an amendment is issued to the Subrecipient to make these funds available.			
Cost Share Requirements			
The total of \$500,419.00 on this Subaward has been committed for Cost Share.			
Year 1 Cost Share total of \$121,280.00 has been committed.			
The Cost Share amount for remainder Year 2, Years 3 and 4 is \$374,935.26 .			
The amount currently committed for Year 2 is \$24,203.74			
All Cost Share must be documented on your invoices with <u>period and cumulative</u> totals reported.			
All other Terms and Conditions remain as agreed.			
Authorized Official of WHOI: 		Authorized Official of COLLABORATOR: 	
Susan P. Ferreira, Post Award Manager Grant & Contract Services		Sheila Lybke, Vice Chairperson County Commissioners	
Date:		Date: 4/15/15	

Research Subaward Agreement

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

Research Subaward Amendment

WHOI		Collaborator	
Woods Hole Oceanographic Institution ("WHOI") Address: 183 Oyster Pond Rd. Fenno House, MS #39 Woods Hole, MA 02543		Cape Cod Cooperative Extension (Barnstable County) Address: P.O Box 367 Railroad Ave. Barnstable, MA 02630	
Prime Award No: NA14OAR4170074, Project A/S 15s		EIN No. 04 6001419 Subaward No: A101112	
Awarding Agency: NOAA (Sea Grant)		CFDA No: 11.417	
Budget Period: 2/1/2014-9/30/2014	Period of Performance: 2/1/2014-1/31/2018	Currently Available: \$108,021.00	Anticipated Total: (incremental) \$679,582.00
WHOI PI: Dr. Judy McDowell		Collaborator PD: Diane Murphy	
Project Title: <p style="text-align: center;">"Sea Grant Extension Program"</p>			
Amendments to Original Terms and Conditions			
Effective Date: 5/12/2014		Amendment No: 01	
<p>The purpose of this Amendment is the addition of remainder Year 1 funds. \$54,011.00 in incremental funding will be added for the Budget Period hereby extended through 1/31/2015. Period of Performance remains through 1/31/2018. Total amount currently available is increased to \$162,032.00.</p>			
<p>Please make the following changes to your Award Agreement</p>			
Budget Period: 2/1/2014-1/31/2015	Period of Performance: 2/1/2014-1/31/2018	Currently Available: \$162,032.00	Anticipated Total: (Incremental) \$679,582.00
Attachment 4: Incremental Funding			
<p>This Agreement is incrementally funded. The total amount of this Agreement is \$679,582.00.</p> <p>The amount currently available for payment is \$162,032.00 which covers the Budget Period and the Period of Performance.</p> <p>WHOI's obligation for the difference of \$517,550.00 is contingent upon the availability of funds and the scientific progress of this project. Accordingly, no legal liability on the part of WHOI for payment of this difference shall exist unless and until an amendment is issued to the Subrecipient to make these funds available.</p>			
Cost Share Requirements			
<p>The total of \$500,419.00 on this Subaward has been committed for Cost Share.</p> <p>The amount currently committed for Year One is increased by \$40,426.67 for a Year 1 Cost Share total of \$121,280.00.</p> <p>The Cost Share amount for Years Two, Three and Four is \$379,139.00.</p>			
<p>All Cost Share must be documented on your invoices with period and cumulative totals reported. All other Terms and Conditions remain as agreed.</p>			
Authorized Official of WHOI: 		Authorized Official of COLLABORATOR: 	
Olga S. Carr, Manager Grant & Contract Services		Date 5/23/14	
		Date 6/11/14	

AGENDA ITEM 9d

Authorizing the creation of a new fund for a contract for a grant from Cape Cod Healthcare to the Department of Health and Environment, in the amount of \$1,350.00, for the period of January 19, 2018 through October 31, 2018, to support the Cape Cod Medical Reserve Corps with funding for the purchase of Narcan to provide Barnstable County's seven regional emergency shelters with medical supplies that will treat potential drug overdose victims at each site



B A R N S T A B L E C O U N T Y

Resource Development and AmeriCorps Cape Cod

P.O. Box 427
Barnstable, MA 02630
Quan Tobey
(508) 375-6965 phone



DATE: January 31, 2018
TO: County Commissioners
FROM: Quan Tobey
SUBJECT: New Fund Memo for a Narcan contract to Dept. of Health and the Environment/Cape Cod Medical Reserve Corps

Barnstable County and the Department of Health and the Environment's Cape Cod Medical Reserve Corps (MRC) has received a new contract in the amount of \$1,350.00 from the Cape Cod Healthcare Community Benefits Mini Grant Program.

Please sign below so the Finance Department may establish a new fund for this contract. The contract is attached for your reference. This funding will enable the MRC to provide Cape Cod's seven regional emergency shelters with medical supplies that will treat potential drug overdose victims at each site.

Respectfully submitted,

Quan Tobey

Leo Cakounes
County Commissioner

Mary Pat Flynn
County Commissioner

Ron Beaty
County Commissioner

Date



COMMUNITY BENEFITS PROGRAM MINI-GRANT REQUEST FY2018

The Cape Cod Healthcare (CCHC) Community Benefits program supports diverse projects and programs that contribute to the improved health status of the residents of Barnstable County.

In addition to the annual strategic grant process, Cape Cod Healthcare’s Community Benefits program also considers requests for mini-grants on an ongoing basis.

Proposals must meet the following criteria:

- Address at least one of the following health needs: chronic disease, infectious disease, behavioral health, access to care and disease prevention and wellness
• Demonstrate impact for residents within or across Barnstable County
• Possess clear goals and measurable outcomes

Please check the primary grant guideline that best aligns with your project or program:

- [] Chronic Disease and/or Infectious Disease Management
[X] Behavioral Health (mental health conditions, substance use disorders, co-occurring disorders, and comorbidities)
[] Access to care
[] Disease prevention and wellness

Contact Information:

Project Title: Narcan for Regional Emergency Shelters
Name of Organization: County of Barnstable - Cape Cod Medical Reserve Corps (CCMRC)
Address: P.O. Box 427/3195 Main St.
City: Barnstable State: MA Zip Code 02630
Name and Title of Contact Person: Diana Gaumond, Director
Contact telephone number (508) 375-6641
Contact e-mail address: diana.gaumond@barnstablecounty.org

Total cost of project/program: \$1,312.50

Total amount of funding requested for this proposal: \$1,312.50

Do you have other funding sources: Yes [] No [X]

Is your organization a 501 (c)(3)? Yes [] No [X]

To submit your proposal, please complete both pages of this form and email the document to communitybenefits@capecodhealth.org.



COMMUNITY BENEFITS PROGRAM MINI-GRANT REQUEST FY2018

Narcan for Regional Emergency Shelters

1. Describe the mission of your organization:

The mission of Barnstable County is to promote and sustain a pro-active open government that enhances the quality of life for the citizens of Barnstable County. The mission of the Cape Cod Medical Reserve Corps (CCMRC) is to engage volunteers to strengthen public health, emergency response, and build community resiliency. To achieve this mission, CCMRC is committed to building a self-sustaining, trained and credentialed volunteer force.

2. Describe the program for which you are requesting support:

Barnstable County's Regional Emergency Preparedness Committee, through the CCMRC, seeks funding in the amount of \$1,312.50 for its "Narcan for Regional Emergency Shelters Program." Funding will enable the CCMRC to provide Cape Cod's seven shelters with medical supplies that will treat potential drug overdose victims at each site. The shelter system is activated by county officials, in collaboration with first responders, weather experts, trained staff and volunteers in advance of anticipated emergency weather or natural disaster events. The shelters are open to all seeking assistance, including those who are most vulnerable to the impact of power outages, medical issues, major weather events, etc. Among these are individuals who may be suffering from addiction. A shelter is not equipped to be a rehab center and, as such, has not found prior need to have medical supplies available to treat people who may be taking drugs and be susceptible to possible overdose or death. During Hurricane Irma in Palm Beach County, Florida, WPTV reported, "According to county officials, two people have overdosed at emergency shelters set up for Hurricane Irma evacuees in Palm Beach County." Barnstable County ranked number three statewide for fatal overdose rates in 2015 and 2016. If it can happen in Palm Beach County, it can happen here on Cape Cod.

3. What are the specific anticipated outcomes of this program?

The anticipated outcome for this program is to respond to overdose events, should they occur at the shelter sites, and prevent possible death of individuals who seek shelter during an emergency event such as hurricane, blizzard, or natural disaster. Narcan, (naloxone) is an opioid antagonist used for the complete or partial reversal of opioid overdose, including respiratory depression. Narcan is also used for diagnosis of suspected or known acute opioid overdose and for blood pressure support in septic shock.

4. Describe the target population that will be served:

The CCMRC program will target individuals throughout Cape Cod who seek emergency shelter and may suffer from opioid addiction. In the event of a possible overdose, trained staff will be prepared to administer the life-saving medication and then refer the individual to the emergency medical team deployed to each of the seven shelters.

5. Describe what geographic regions of the Cape will be served:

The program will serve all 15 towns that comprise Barnstable County.

6. Quantify the number of individuals will be served by this proposal:

Although the number of individuals who will be served is unknown at this time, the program will provide assurance to all individuals seeking shelter during an emergency event. During the Blizzard (Nemo), over 1200 people sought shelter. In an event of that size, the CCMRC will be able to respond to and treat up to three overdose victims in each of the seven shelters. Knowing that one dose per person may not be effective, an additional dose may be required. In all, the CCMRC is requesting funding for at least four doses per shelter for a total of 30 doses. The shelf



COMMUNITY BENEFITS PROGRAM MINI-GRANT REQUEST FY2018

life of this life-saving medication is approximately two years. The CCMRC anticipates its ability to discover necessary funding sources for the future.

7. How does this project feature coordination with other organizations, including Cape Cod Healthcare, if applicable?

The CCMRC is among the partnering organizations that collaborate as members of the Barnstable Sheltering Taskforce to provide emergency sheltering for all of Cape Cod.

8. Is this program reimbursable by public or private agencies? Yes No

9. Has your organization secured funding from other sources to support the program? Yes No

10. Does your organization intend to provide operating support for this program?

Yes No

11. Is this a new or continuing program?

This is a new program for Barnstable County in response to the increasing likelihood that overdose events may occur at the sheltering sites.

AGENDA ITEM 9e

Authorizing the execution of a memorandum of agreement, acting by and through the Cape Cod Commission, with the Town of Mashpee, in the amount of \$450,000.00, for a period from execution through December 31, 2019, to utilize nitrogen reduction mitigation funds to support the design of its proposed wastewater treatment plant

Memorandum of Agreement
Between

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

and

Town of Mashpee
16 Great Neck Road North
Mashpee, MA 02649

This Memorandum of Agreement (Agreement) is entered into this _____ day of _____ 2018 by and between Barnstable County, acting by and through the Cape Cod Commission (hereafter referred to as the "Commission") and the Town of Mashpee (hereafter referred to as the "Town.")

WHEREAS, the Commission has received mitigation funds as a result of its Development of Regional Impact review process, and

WHEREAS, the funds are required to be used for nitrogen reduction efforts in Mashpee, and

WHEREAS, the Town is interested in utilizing the mitigation funds for this purpose.

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

1. RESPONSIBILITIES OF THE TOWN

- A) The Town agrees to use these mitigation funds to support a preliminary design of the proposed wastewater treatment plant as outlined in the Town's request dated January 19, 2018 (Attachment A). The Town will submit written requests for payment as work is completed and will include copies of all vendor invoices, as appropriate.
- B) The Town shall maintain books, records, and other compilations of data pertaining to this work and/or services performed and the funds received and paid out under this Agreement to the extent and in such detail as shall properly substantiate claims for payment under the Agreement. All such records shall be kept for a period of six (6) years or for such longer period as is specified herein. All retention periods start on the first day after final payment under this Agreement. 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.
- C) The Town shall maintain financial records of the application and expenditure of the funds received hereunder in at least as much detail as may be contemporaneously required to comply with the financial reporting and record keeping requirements mandated by the Bureau of Accounts of the Department of Revenue, or any successor thereto, with respect to the Town's ordinary custody and expenditure of funds.

2. RESPONSIBILITIES OF THE COMMISSION

The Commission agrees to provide the Town with mitigation funds in an amount not to exceed \$450,000 for expenses incurred in connection with this Agreement. The Commission will reimburse the Town as invoices are submitted as described in 1A above.

3. DURATION

A) This Memorandum of Agreement shall be effective until December 31, 2019 unless an extension in time is agreed to in writing by both parties.

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

4. AMENDMENT

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

5. SIGNATORY AUTHORIZATION

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

6. INTEGRATED INSTRUMENT

This Agreement shall take effect as an integrated instrument.

IN WITNESS WHEREOF, the TOWN and the COMMISSION execute this Agreement this _____ of _____ in the year two thousand and eighteen.

BARNSTABLE COUNTY COMMISSIONERS

Leo Cakounes, Chair

Ronald Beaty, Vice-Chair

Mary Pat Flynn, Commissioner

Date

CAPE COD COMMISSION



Paul Niedzwiecki, Executive Director

Date

TOWN OF MASHPEE



Rodney Collins, Town Manager

Date 1/24/2018

Gail Coyne

From: Terrie Cook <tmcook@mashpeema.gov>
Sent: Friday, January 19, 2018 1:16 PM
To: Gail Coyne
Cc: Rodney C. Collins; Wayne E. Taylor
Subject: Town of Mashpee - request for \$450,000 in available nitrogen reduction mitigation funds
Attachments: Town of Mashpee - request for \$450,000 in available nitrogen reduction mitigation funds.pdf

Good Afternoon Gail:

At the January 8, 2018 meeting of the Mashpee Board of Selectmen, members voted in favor of the Town requesting \$450,000 from available DRI Mitigation Funds for Nitrogen Reduction to cover the costs of design development for a wastewater treatment facility.

Attached is supporting documentation for this request.

If you should have any questions or require anything further, please contact this office.

Thank you.

Terrie M. Cook | Administrative Assistant
Office of the Town Manager
16 Great Neck Road North, Mashpee, MA 02649
Office: 508.539.1401 | Fax: 508.539.1142
Email: tmcook@mashpeema.gov



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Mashpee Sewer Commission

Memo

To: Board of Selectmen, Town Manager
From: Sewer Commission
Date: 12-28-17
Re: Request for Cape Cod Commission Mitigation Funds

The Sewer Commission has received notice that the Cape Cod Commission is holding in escrow for the Town \$468,326 in Development of Regional Impact Mitigation Funds for Nitrogen Reduction (see attached letter and table of available funds).

Having completed our most recent Town Meeting-funded consultant study in September (evaluation of Wampanoag & Mashpee Commons treatment plants to determine potential capacity for municipal wastewater plus preliminary wastewater collection system design for central and eastern Mashpee), and lacking any additional Town funding, the Commission seeks to secure the use of \$450,000 of the escrowed nitrogen reduction funds to proceed to the next step in the approved Watershed Nitrogen Management Plan, which involves preliminary design of the proposed Town wastewater treatment plant adjacent to the Transfer Station.

With the Selectmen's authorization, both archaeological surveys and groundwater discharge studies have been completed for the site.

In seeking to move the project forward, the Commission sought a proposal from our consultant GHD, Inc. which is attached.

Jonathan Idman of the CCC has been consulted and indicates that the proposed design project qualifies as an appropriate use of the funds.

The Commission requests that the Selectmen and Town Manager take the necessary steps to secure the requested \$450,000 from the Cape Cod Commission.

We thank you for your assistance in this matter.

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

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

CAPE COD
COMMISSION

July 31, 2017

Board of Selectmen
Rodney Collins, Town Manager
Town of Mashpee
16 Great Neck Road North
Mashpee, MA 02649

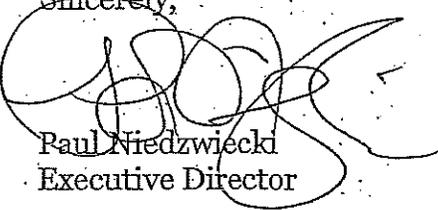
Dear Selectmen and Mr. Collins:

As you know, the Cape Cod Commission, through its review of Developments of Regional Impact (DRIs), can allow and/or require applicants to mitigate some of their projects' impacts through cash payments. The DRI decisions specify the activities for which the town may use the mitigation funds, such as to provide for open space or traffic improvements. In the case of Mashpee, more than \$1.4 million has been provided and \$910,470 is currently available for various purposes, although some funds have been committed to an existing project. Please see the enclosed list.

Commission staff would welcome an opportunity to assist you in utilizing these funds. Typically, after an initial assessment to determine if funds can be used for a particular purpose, a scope of work is developed, a Memorandum of Agreement is executed, and funds are provided to the Town on a reimbursement basis.

Please let me know if you have any questions or wish to utilize any of the available funds.

Sincerely,



Paul Niedzwiecki
Executive Director

Cc: Tom Fudala
Ernie Virgilio
David Weeden
Michael Maxim



Mashpee Mitigation

Project	Released	Available	Purpose
Mashpee Industrial Park	\$ 88,831	57,638 28,656	Great Neck Road South and Route 130 bikepath extension design/construction of roadway improvements in vicinity of IP Drive traffic signal at Industrial Park Drive
Lowell Road	136,330 60,389	222,587 377,263	public transportation or other trip reduction measures (Rte 130 Bikepath) affordable housing (Great Cove Community) reduction of nitrogen loading to Mashpee river watershed
Willowbend	64,755		Great Neck Road South bikepath extension
Flagship Self Storage	40,834 17,968		Alternatives to Auto Travel (Great Neck Road South bikepath extension) reduction of nitrogen loading in Mashpee (Pirates Cove project, public education)
Anchor Self Storage	70,692 14,178		Alternatives to Auto Travel (Rte 130 bikepath) Great Neck Road South bikepath extension reduction of nitrogen loading in Mashpee (public education)
BIs	2,171	19,917	paid to Mashpee Investors LLC per town request/Orchard Road planning/design/implementation of transportation improvements
South Cape Village	12,937 862,562 14,680		paid to Mashpee Investors LLC per town request (Orchard Road project) purchase vacant, developable commercial land (Mashpee Place) purchase/install opticom traffic preemption 151/Old Barnstable Rd transportation safety within DRI study area
Augat	6,520 7,672 22,828	67,595 186	reduction of nitrogen loading in Mashpee alternatives to automobile travel (Rte 130 bikepath) alternatives to automobile travel or expansion of roadway capacity (Rte 130 bikepath)
Bridges at Mashpee		23,468 <u>108,943</u>	nitrogen reduction efforts in Mashpee or in the watershed to which it contributes alternatives to automobile travel or expansion of roadway capacity
	\$ 1,423,349	\$ 910,470	

Funds are encumbered to the following project:
Affordable Housing Feasibility Study \$28,350

Mashpee Mitigation

<u>Project</u>	<u>Available</u>	<u>Transportation</u>
Mashpee Industrial Park	57,638	design/construction of roadway improvements in vicinity of IP Drive
Mashpee Industrial Park BJS	28,656	traffic signal at Industrial Park Drive
South Cape Village	19,917	planning/design/implementation of transportation improvements
Augat	4,215	transportation safety within DRI study area
Bridges at Mashpee	186	alternatives to automobile travel or expansion of roadway capacity
	<u>108,943</u>	alternatives to automobile travel or expansion of roadway capacity
	219,556	

Affordable Housing

Lowell Road* 222,587 affordable housing

Nitrogen Reduction

Bridges at Mashpee 23,468 nitrogen reduction efforts in Mashpee or in the watershed to which it contributes
 Lowell Road 377,263 reduction of nitrogen loading to Mashpee river watershed
 Augat 67,595 reduction of nitrogen loading in Mashpee

468,327 ★

Total Mitigation Funds Available 910,470

Funds are encumbered to the following project:
 *Affordable Housing Feasibility Study \$28,350



AGREEMENT

BETWEEN

Town of Mashpee, Massachusetts by its Sewer Commission

(OWNER)

AND

GHD INC.

FOR

SERVICES

FOR

Site 4 Wastewater Treatment Facility (WWTF) Design Development

(PROJECT)

GHD Reference Number [1]

October 2017



GHD – USA
Services Agreement

General Details:

Project Name	Site 4 Wastewater Treatment Facility (WWTF) Design Development	
The Project is	Site 4 Wastewater Treatment Facility Design Development	
"OWNER" and the "Client" means	Town of Mashpee, MA 16 Great Neck Road North Mashpee, MA 02649	
OWNER's Designated Representative(s) is	F. Thomas Fudala Sewer Commissioner 508-539-1414 tfudala@mashpeema.gov	
OWNER's Authorized Signer is	Rodney C. Collins Town Manager 508-539-1400 ext. 8513 rccollins@mashpeema.gov	
"GHD" means	GHD Inc. 1545 Iyannough Road Hyannis, MA 02601	
GHD's Designated Representative is	Anastasia Rudenko PE, BCEE Project Manager 774-470-1637 anastasia.rudenko@ghd.com	
GHD's Authorized Signer is	Marc R. Drainville, P.E., BCEE Associate 774-470-1634 marc.drainville@ghd.com	Robert Butterworth, P.E., BCEE Vice President 315-679-5818 robert.butterworth@ghd.com

Services:

Site 4 WWTF Design Development, as further defined in Exhibit A.

Fees: (by phase)

Four Hundred and Fifty Thousand Dollars and Zero Cents (\$450,000.00), as further defined in Exhibit A.

Period of Service:

Work will be completed as further defined in Exhibit A.

Additional Exhibits:

--



GHD – USA
Services Agreement

Duly authorized representatives to execute this Agreement:

On Behalf of GHD:

_____	Marc R. Drainville, P.E., BCEE	Associate	_____
(Signature)	(Print name)	(Title)	(Date)

_____	Robert Butterworth, P.E., BCEE	Vice President	_____
(Signature)	(Print name)	(Title)	(Date)

On Behalf of OWNER:

_____	_____	_____	_____
(Signature)	(Print name)	(Title)	(Date)

Additional Signatures, if required:

_____	_____	_____	_____
(Signature)	(Print name)	(Title)	(Date)

_____	_____	_____	_____
(Signature)	(Print name)	(Title)	(Date)



GHD – USA Services Agreement

Services

1. The standard of care for any professional services performed or furnished by GHD under this Agreement will be the care and skill ordinarily used by members of the profession practicing under similar circumstances at the same time and in the same locality. GHD makes no warranties, express or implied, under this Agreement or otherwise, in connection with GHD's services.
2. Any questions in relation to the services being provided by GHD can be directed to the Job Manager.
3. **Change of Scope.** The scope of Services set forth in this Agreement is based on facts known at the time of execution of this Agreement. For some projects involving conceptual or process development services, scope may not be fully definable during initial phases. As the Project progresses, facts discovered may indicate that scope should be changed. GHD will promptly inform OWNER in writing of such situations, and if the facts discovered constitute a material change in project assumptions, the parties shall renegotiate the amended scope of this Agreement as necessary.

Information and Documents

4. OWNER shall designate and advise GHD of a person to act as OWNER's Representative who has complete authority with respect to the services. OWNER shall do the following in a timely manner:
 - (a) Provide all criteria and full Information as to OWNER's requirements for the Project;
 - (b) Assist GHD by providing all available Information pertinent to the Project (e.g. previous reports), all of which GHD may use and rely upon in performing the services; GHD will not be obligated to verify the accuracy of OWNER provided Information unless verification is included in GHD's scope of work;
 - (c) Arrange for site and property access as required for GHD to perform the services;
 - (d) Give prompt written notice to GHD of any event that affects the scope or timing of GHD's services.

Payment

5. **Method of Payment.** OWNER shall pay GHD the Fees as defined under the Exhibits.

Additionally, OWNER will pay for any additional approved services GHD undertakes, and any Liability, cost or expense GHD incurs, if:

- (a) The general approved scope, schedule, extent or character of Services is changed materially. In this event, the amount of compensation provided for herein shall be subject to equitable adjustment in accordance with paragraph 3, Change of Scope;
- (b) Any Information OWNER (or OWNER's employees, agents or contractors) provides to GHD is not complete and accurate;

- (c) Part or all of the Services are delayed or suspended (other than as a result of GHD's breach of the Agreement);
 - (d) OWNER fails to pay an amount due under the Agreement; or
 - (e) OWNER ends the Agreement before GHD has completed the services.
6. GHD will submit monthly invoices for services rendered and payment will be made within 30 days of OWNER's receipt of such invoices. Interest at 1% per month will be charged on all past due amounts. When the Fees are on the basis of a lump sum, fixed fee, or a percentage of construction cost for the Project, GHD's invoices will be based upon GHD's estimate of the proportion of the services actually completed at the date of the invoice. If OWNER objects to any invoice submitted by GHD, OWNER shall so advise GHD in writing giving reasons therefore within fourteen (14) days of receipt of such invoice. If no such objection is made, the invoice will be considered acceptable by OWNER.

Insurance

7. GHD shall maintain continuously during the life of this Agreement the following minimum insurance requirements:
 - (a) Workers' Compensation Insurance with statutory limits and Employer's Liability of at least \$1,000,000 per occurrence;
 - (b) Comprehensive General Liability Insurance with combined single limits of not less than \$1,000,000 in any one occurrence or in the aggregate, applicable to bodily injury, sickness, or death and for loss of or damage to property;
 - (c) Automobile Liability Insurance covering all owned, non-owned, or hired vehicles used by GHD with limits of not less than \$1,000,000 combined single limits applicable to bodily injury, sickness, or death of any one person per occurrence and for loss of or damage to property;
 - (d) Professional Liability Insurance in the amount of \$1,000,000 covering claims, damages and Liability arising out of, or resulting from, GHD's professional negligence in performance of the services.
8. The policies under 7(b) and 7(c) above shall: (1) name OWNER as an Additional Insured; (2) be endorsed to be primary and non-contributory to any other insurance maintained by OWNER.
9. GHD will provide OWNER with satisfactory evidence of the above insurances upon request.



GHD – USA Services Agreement

Total Liability for Damages

10. (a) Notwithstanding any other provisions of this Agreement, but subject to clause 10(b) below, to the maximum extent permitted by law, the total aggregate Liability of GHD to OWNER and/or anyone claiming by, through, or under OWNER shall be limited to the amounts set out in clause 7 for the relevant insurance policy or, if no insurance is applicable, to \$1,000,000.
- (b) With respect to professional errors or omissions only, notwithstanding any other provision of this Agreement, to the maximum extent permitted by law, the total aggregate Liability of GHD to OWNER and/or anyone claiming by, through, or under OWNER, for all Liabilities arising out of, or resulting from the professional errors or omissions of GHD in the performance or non-performance of the services shall be limited to \$1,000,000, or the total Fees actually paid to GHD under this Agreement, whichever is less.
- (c) Neither party to this Agreement shall be liable to the other for any indirect, special, incidental, punitive or consequential damages, including but not limited to loss of profits, arising in connection with the performance or non-performance of this Agreement.

Intellectual Property

11. All Documents prepared or furnished by GHD are instruments of service in respect of the Project and GHD shall retain an ownership and property interest therein whether or not the Project is completed. Any reuse without written verification or adaptation by GHD for the specific purpose intended will be at OWNER's sole risk and without Liability or legal exposure to GHD, and OWNER shall indemnify and hold harmless GHD from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom.

Confidentiality, documents and information

12. GHD agrees to keep confidential and not disclose to any person or entity, other than GHD's employees and subcontractors, without the prior written consent of OWNER (which consent shall not be unreasonably withheld, delayed, or conditioned), all data and Information not previously known to GHD and marked "CONFIDENTIAL" by OWNER and provided in the course of GHD's performance of the services. This provision shall not apply to data or Information which is in the public domain or which was acquired by GHD independently from third parties not under any obligation to OWNER to keep such data and Information confidential or which GHD is required to disclose under any law, rule, regulation, ordinance, code, standard, or court order.

Termination

13. (a) The obligation to provide further services under this Agreement may be terminated by either party upon thirty days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. Upon such termination, OWNER shall pay to GHD all amounts owing to GHD under the Agreement, for all work performed up to the effective date of termination, plus reasonable termination costs.
- (b) This Agreement may be terminated for convenience by OWNER upon thirty days prior written notice to GHD. In the event of termination for convenience by OWNER, GHD shall be entitled to receive all amounts owing to GHD under the Agreement, for all work performed up to the effective date of termination, plus reasonable termination costs.

Indemnification

14. To the maximum extent permitted by law, each party shall indemnify and hold harmless the other party, its appointed and elected officials, partners, officers, directors, employees, and agents; from and against any and all Liabilities arising from the negligent or wrongful acts, errors, or omissions, or breach of contract, by a party; but only to the extent of that party's relative degree of fault.
15. In furtherance of these obligations, and *only* with respect to OWNER, GHD waives any immunity it may have or limitation on the amount or type of damages imposed under any industrial insurance, worker's compensation, disability, employee benefit, or similar laws. GHD ACKNOWLEDGES THAT THIS WAIVER OF IMMUNITY WAS MUTUALLY NEGOTIATED.

Dispute Resolution

16. Both parties agree in good faith to attempt to resolve amicably, without litigation, any dispute arising out of or relating to this Agreement or the work to be performed hereunder. In the event that any dispute cannot be resolved through direct discussions, the parties agree to endeavor to settle the dispute by mediation. Either party may make a written demand for mediation, which demand shall specify the facts of the dispute. The matter shall be submitted to a mediator mutually selected by the parties. The mediator shall hear the matter and provide an informal nonbinding opinion and advice in order to help resolve the dispute. The mediator's fee shall be shared equally by the parties. If the dispute is not resolved through mediation, the matter may be submitted to the judicial system, in the courts of general jurisdiction where the Project is located, in which event all litigation and collection expenses, witness fees, court costs and attorneys' fees shall be paid to the prevailing party.



GHD – USA Services Agreement

Independent Contractor

17. GHD shall act as an independent consultant and not as an agent or employee of OWNER, and will be solely responsible for the control and direct performance of the services provided by its employees and agents.

Assignment

18. This Agreement may be assigned by either party with the prior written consent of the other party.

Health and Safety

19. GHD shall only be responsible for the activities of its own employees and agents on the Project site with respect to safety.

Compliance with Laws, Permits and Licenses

20. This Agreement shall be governed by the law of the state where the Project is located. GHD shall perform its Services in accordance with applicable laws, regulations, ordinances, permits, licenses, and other rules.

Severability

21. The parties agree that, in the event one or more of the provisions of this Agreement should be declared void or illegal, the remaining provisions shall not be affected and shall continue in full force and effect.

No Third-Party Beneficiaries

22. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by OWNER or GHD to any third party. All duties and responsibilities undertaken under this Agreement shall be for the sole and exclusive benefit of OWNER and GHD. There are no intended third-party beneficiaries. Notwithstanding the foregoing, should a court find a third party to be a beneficiary of this Agreement, it is the intent of the parties that the judicially created third-party beneficiary be bound by and subject to all of the terms and conditions of this Agreement.

Notification Period

23. Any applicable Statute of Limitation shall be deemed to commence running on the date which the claimant knew, or should have known, of the facts giving rise to their claims, but in no event later than the date of the final invoice for GHD's services under this Agreement. To the maximum extent permitted by law, as a condition precedent to commencing a judicial proceeding, a party shall give written notice of their claims, including all amounts claimed, and the factual basis for their claims, to the other party within two (2) years of when the claimant knew, or should have known, of the facts giving rise to their claims, but in no event later than two (2) years from the date of GHD's final invoice for Services under this Agreement.

Complete Agreement

24. This Agreement represents the entire understanding between the OWNER and GHD, and supersedes all prior negotiations, representations, understandings or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the parties hereto.

25. All notices or other written communications required under this Agreement shall be given personally upon delivery or by certified mail, return receipt requested, upon deposit in a U.S. Mail receptacle to the appropriate parties at the addresses shown on the signature page.

26. This Agreement applies to all services undertaken by GHD for OWNER relative to this Project, including any services undertaken prior to the Effective Date hereof.

Definitions

27. Unless the context otherwise requires, in the Agreement:

"Additional Insured" means that the interests of the client will be noted on the relevant policy, but does not mean that the client is an "Insured" under that policy.

"Agreement" means the agreement executed by the parties in connection with the services, including these terms and exhibits.

"Designated Representative" means specific individuals who act as Engineer's and OWNER's representatives with respect to the services to be performed or furnished by Engineer and responsibilities of OWNER under this Agreement. Such an individual shall have authority to transmit instructions, receive information, and render decisions relative to the Project on behalf of the respective party whom the individual represents.

"Document" or **"Documents"** includes a written or electronic document.

"Fees" means the amount set out in the agreement details including disbursements.

"Information" includes documents and information provided pertinent to the project.

"Liability" or **"Liabilities"** means any and all liabilities for actions (whether sounding in tort, contract (express or implied), warranty (express or implied), statutory liability, strict liability, or otherwise); claims (including, but not limited to, claims for bodily injury, death, property damage, (including bodily injury, death, or property damage to employees) or arising under environmental laws); and costs or damages of every nature without limitation (including, but not limited to, reasonable attorneys' fees and costs of defense).

"Project" means the project(s) that the services relate to.

"Services" means the services set out in the agreement details (or otherwise the services GHD undertakes).

"OWNER" means the person(s) set out in the agreement details (and if more than one person, "OWNER" means each of those persons severally and all of them jointly).

This is **EXHIBIT A**, consisting of 3 pages, referred to in and part of the **Agreement between Owner and Engineer for Professional Services** dated October 2017.

Engineer's Services

Engineer shall provide Basic Services as set forth below.

PART 1 – BASIC SERVICES

A1.01 Preliminary Design Phase of a Wastewater Treatment Facility (Site 4 – Phase 1)

- A. Provide preliminary design engineering services to develop a design for Phase 1 of Site 4 as outlined in the 2015 Watershed Nitrogen Management Plan (WNMP) (referred to in the remainder of this document as "Phase 1") with a status of approximately 25-35%. The work will include basis of design memoranda, cost estimate, and preliminary drawings (no specifications). The design shall build upon the work of the WNMP by GHD.
- B. Conduct two (2) workshops with the Town staff, up to four hours each, to present information and collect feedback on design intent, operational requirements, equipment screening and selection, and process layout. It is anticipated that major design decisions will be discussed and made during the two workshops.
- C. Attend two (2) Sewer Commission Meetings to present findings and recommendations of each workshop. Present final deliverables at a third Sewer Commission Meeting.
- D. Prepare Technical Memoranda to accompany the preliminary Phase 1 design plans and summarize the decision process, the design standards utilized, and the recommendations developed as part of the design development. The approved WNMP will be used for flows and loads and as a starting point for memoranda. Memoranda that are anticipated to be produced include the following (with tentative titles):
 1. General Information: Review of adopted codes and standards (as of the date of the original agreement), room names and classifications, and equipment list.
 2. Process Mechanical: Flows and loads (Phase 1 flows only), hydraulic profile, treatment goals, preliminary treatment, secondary treatment, disinfection, sludge storage and handling, and ancillary processes (plant water, chemical feed, etc.). A present worth analysis for secondary/tertiary treatment and disinfection will be conducted for the buildout of the facility (WNMP Phases 1 through 5).
 3. Building Services: architectural, structural, electrical, HVAC, and instrumentation.
 4. Others: environmental, fire protection, and site work.
 5. Memorandum outlining the necessary steps for submitting a groundwater discharge permit, including additional hydrogeological information and other site permitting requirements necessary to submit a MassDEP groundwater discharge permit.

6. Memorandum outlining the preliminary sequence of expansion (all phases defined in the WNMP).
 7. Memorandum outlining Summary of Engineer's Estimate of Probable Cost of Phase 1 of the facility at the conclusion of the preliminary design.
- E. Develop preliminary plans at a scale determined by Engineer for the proposed Phase 1 treatment facility including site plans and mechanical plans for the major unit processes and tanks (all drawings will be "not for construction"). Building plans will be presented. Drawings will be 24- x 36-inches, with PDF electronic copy. This task will include initial development of the site layouts from the Final Recommended Plan/Final Environmental Impact Report as well as initial development of other drawings in the fields presented below.
- Civil (up to 10 drawings; site layouts showing major structures and major pipes only)
 - Process/Mechanical (up to 15 drawings; plan views only showing layout for one manufacturer for each major process)
 - Architectural (up to 2 drawings; plan view and one elevation each for the Process Building and Control Building)
 - Electrical (one drawing – major power distribution)
 - Instrumentation (one drawing – overall architecture)
- F. Perform a topographic and existing conditions survey of the treatment facility site (vacant land east of the landfill and bounded by Carlton Drive to the east, Ashers Path to the south and site property boundary to the north) suitable for design use. The survey will include one foot contours.
- G. Provide one (1) draft version of each document for Town review (PDF electronic copy and five {5} hard copy sets of each document including full-size drawings). Comments received within 30 days of submission of the draft will be incorporated into the final version of the document (PDF electronic copy and five {5} hard copy sets for each document including full-size drawings). Deliverables are outlined below:
1. Technical Memoranda, as listed in paragraph A1.01.D.
 2. Drawings, as listed in paragraph A1.01.E.

PART 2 – ADDITIONAL SERVICES

Additional services that could be provided under future authorizations include the following:

1. Final design of Phase 1 facility.
2. Preliminary and/or final design of Phases 2 through 5.
3. Collection system design.
4. Bidding and/or construction phase services.
5. Any field work except that which is identified in this Agreement.

6. Preparation of a groundwater discharge permit and other required permits.
7. Design changes resulting from future law, regulation or code changes.
8. Design changes resulting from industry or manufacturer advances, updates or changes.

PART 3 – PAYMENTS TO ENGINEER

OWNER shall pay ENGINEER a lump sum fee of Four Hundred and Fifty Thousand Dollars and Zero Cents (\$450,000.00) for the Basic Services outlined in the above Scope of Services.

PART 4 – PERIOD OF SERVICE

The above Scope of Services is anticipated to be performed within Three Hundred and Sixty Five (365) calendar days of authorization by the OWNER, said authorization as described hereinafter. Subsequent phases will proceed as mutually agreed upon by OWNER and ENGINEER.

Town of Mashpee, MA	
Site 4 Design Development	
Budget Summary	
TASK	Budget
Task 1: Design Workshops	\$21,300
Task 2: Presentation and Sewer Commissioner Meetings	\$22,500
Task 3: Technical Memorandum	\$78,800
Task 4: Preliminary Plans	\$299,400
Task 5: Topographic and Existing Conditions Survey	\$28,000
TOTAL SERVICES	\$450,000