

AGENDA PACKET

05/02/18 REGULAR MEETING

AGENDA ITEM 5a

Approval of Minutes: Regular Meeting of April 25, 2018

AGENDA ITEM 6a

Presentation by Matt Charette of the Woods Hole Oceanographic Institution (WHOI), Director of the Sea Grant, on a sub-award to the Cape Cod Cooperative Extension to support the Woods Hole Sea Grant Marine Extension Program (NO DOCUMENTS)

AGENDA ITEM 6b

Authorizing the use of Special Projects Reserve or other appropriate funds to continue funding for a component of Cape Cod's Comprehensive Coastal Water Quality Monitoring Program, consistent with the three-year agreement between the Center for Coastal Studies and Barnstable County



CAPE COD
COMMISSION

Memorandum

DATE: APRIL 19, 2018

TO: BARNSTABLE COUNTY COMMISSIONERS

FROM: KRISTY SENATORI, ACTING EXECUTIVE DIRECTOR

RE: REQUEST FOR FUNDS TO SUPPORT CAPE COD'S COMPREHENSIVE
WATER QUALITY MONITORING PROGRAM

The Cape Cod Commission, on behalf of the Cape Cod Water Protection Collaborative, respectfully requests that the Barnstable County Board of Regional Commissioners consider the attached proposal and request for funds from the Barnstable County Special Projects Fund or other appropriate funding source. The funds requested will be used to continue funding for a component of Cape Cod's Comprehensive Coastal Water Quality Monitoring Program, consistent with the three-year agreement between the Center for Coastal Studies and Barnstable County, dated May 3, 2017. The total amount requested is \$264,080 and is also consistent with the previously mentioned agreement.

It is imperative that the region have a consistent, long-term dataset, without a gap in data collection, in order to provide baseline data on water quality, track changes, analyze trends and evaluate environmental conditions in response to community investment in infrastructure. This effort supports the work in each of Cape Cod's 15 communities.

The Center for Coastal Studies is approaching the end of the first year of the May 3, 2017 agreement and will need to initiate sample collection procedures for the upcoming sampling season. It is imperative that action be taken soon to ensure there is no lapse in data collection.

In addition to the proposal and request for funds, a letter of support from Sims McGrath, Chairman of the Cape Cod Water Protection Collaborative, is attached.

Cape Cod Comprehensive Coastal Water Quality Monitoring Program

May 3, 2018 – May 2, 2019

Introduction

On behalf of the Cape Cod Water Protection Collaborative (Collaborative), the Cape Cod Commission (Commission) seeks funding to continue to support a comprehensive water quality monitoring program for Cape Cod. Funds are needed to continue to collect water quality monitoring data in Cape Cod Bay, Nantucket Sound, Vineyard Sound and eastern Buzzards Bay, further develop the monitoring database and user interface, automate data analysis and illustrate trends on regular intervals, and support data interpretation and integration into local water quality plans.

This request is directly related to the mission of the Collaborative, which is to protect Cape Cod's shared water resources by promoting and supporting coordinated, cost effective and environmentally sound development and implementation of local water quality initiatives, including, but not limited to watershed management plans required by section 208 of the Federal Clean Water Act. The Commission is responsible for updating and maintaining the Area Wide Water Quality Management Plan (Cape Cod 208 Plan) pursuant to section 208.

The Cape Cod 208 Plan recommended establishment of a regional water quality monitoring program and data warehouse and identifies the Cape Cod Commission as the agency responsible for monitoring and maintaining regionally-consistent data sets that are freely accessible to the public. Since 2014, Barnstable County, through the Collaborative, has supported monitoring – first in Nantucket Sound and subsequently expanded, in 2016, to Buzzards Bay and Cape Cod Bay. The data collected as part of this program provides valuable baseline data on nutrients, water temperature, salinity, dissolved oxygen concentration, chlorophyll and turbidity for Cape Cod's surrounding coastal waters. The Commission utilized funds provided by the State to develop the infrastructure and web-based interface needed to support the monitoring database.

As identified in the Cape Cod 208 Plan, monitoring is key to decision-making and adaptive management, as Cape Cod communities pursue solutions for managing nitrogen from wastewater and improving coastal water quality. Groundwater, ponds, streams, estuaries and coastal waters are all showing signs of degradation. Groundwater carries nitrogen and other nutrients and contaminants, primarily from septic systems that are used by 85% of Cape Cod's residential and commercial development, to coastal embayments. Excess nitrogen causes algae growth and depletes dissolved oxygen, resulting in loss of eelgrass, degraded fish and shellfish habitat and visibly unpleasant conditions in most of the region's most treasured coastal resource areas.

Cape Cod will need to spend billions of dollars in the coming years on new wastewater and water quality management projects to reduce the flow of nitrogen into its surrounding waters. It is essential to monitor the waters to track changes, analyze trends, and evaluate the overall condition of the coastal waters surrounding Cape Cod. By doing so, the region establishes baseline conditions in the water bodies and can better determine if the projects they are implementing are resulting in positive change. It is also essential to provide the database infrastructure necessary to maintain data and make it easily understood and publicly accessible. More work is needed to translate data into trends and interpret

and integrate monitoring results into local planning efforts. Investing in a monitoring program will support local planning efforts to address the region's most critical economic and environmental issue.

Purpose and Goals

The Commission and Collaborative are seeking funds to continue collecting, maintaining, analyzing and interpreting data needed for local water quality planning and decision-making. The water quality monitoring that requires continued support has been conducted by the Center for Coastal Studies (CCS) pursuant to a contract with Barnstable County and in collaboration with partner agencies and organizations. The Center and their partners collect data on nutrients (nitrogen and phosphorus), water temperature, salinity, dissolved oxygen concentrations, chlorophyll and turbidity for the waters of Nantucket Sound, Cape Cod Bay, and Buzzards Bay. The data provides a basis for the long-term assessment of the efficacy of wastewater and water quality management efforts across Cape Cod, supporting each of the 15 communities of Barnstable County.

The Commission maintains an estuarine water quality monitoring database that includes historical data collected by CCS, Buzzards Bay Coalition (BBC), and UMass Dartmouth School for Marine Science and Technology (SMAST). A process for integrating additional data and completing database quality assurance and control measures is needed. Additional work is needed to analyze and interpret data and integrate information in to the local decision-making process.

The goals and objectives of the project are to:

- Conduct a water quality monitoring program in Nantucket Sound, Cape Cod Bay and Buzzards Bay that provides baseline data on hydrography, nutrients, and other elements.
- Provide data that will enable scientists and decision makers to track changes, analyze trends, and evaluate the overall condition of coastal embayments in Nantucket Sound, Cape Cod Bay and Buzzards Bay.
- Contribute accurate, unbiased science that can be used to guide decision-makers in cleaning up coastal waters.
- Network with Cape and Islands organizations with similar interests in water quality to promote data sharing and education and outreach.
- Increase public awareness of the importance of preserving water quality and the actions they can take to help eliminate pollution.

Project Tasks

CCS, in partnership with BBC, and in collaboration with the Waquoit Bay National Estuarine Research Reserve (WBNERR), Barnstable Clean Water Coalition (BCWC), Harwich Natural Resources Department, Jones River Watershed Association, and trained citizen scientists, will collect water samples and in-situ water quality data from 185 stations located in the coastal waters of Cape Cod Bay, Nantucket Sound, and eastern Buzzards Bay. Twenty-seven stations are located in offshore waters and the remaining are located in the coastal embayments, ponds and estuaries on Cape Cod. Thirty-six stations are identified sentinel stations by the Massachusetts Estuaries Project. Most stations will be sampled bi-weekly, May-October, with a select subset sampled year-round. The samples will be analyzed for key indicators of environmental health, including total nitrogen, nitrate, nitrite and ammonia, phosphorus, chlorophyll, turbidity, temperature, salinity and dissolved oxygen, consistent with previous years of the program. Sample Analyses will be conducted by the Center's Water Quality Laboratory and the Marine Biological Laboratory in Woods Hole.

To support integration of monitoring data with local planning efforts, the Commission will update and improve the existing regional water quality monitoring database and develop and implement a collaborative process to identify end-user data analysis needs.

Sample Collection and Analysis

Preparation of Volunteers and Collaborating Institutions

CCS will provide training in field safety and sampling protocols to volunteers and staff from collaborating organizations that will be involved in the Cape Cod Bay and Nantucket Sound field work. Sampling supplies (sample containers, filters, field equipment) will be distributed at this time. BBC will provide a similar service for the volunteers working in Buzzards Bay and Vineyard Sound.

Water Quality Sample Collection

Water quality data and samples for analyses of water quality parameters will be collected from stations located throughout Cape Cod Bay, Buzzards Bay and Nantucket Sound and the embayments, creeks, and ponds along the shoreline of Cape Cod from stations that have historically been sampled by CCS and BBC as well as sentinel stations established by the Massachusetts Estuaries Project (MEP).

CCS staff will sample all offshore stations in Cape Cod Bay and Nantucket Sound using one of their research vessels. Stations located closer to the shoreline will be sampled either by kayak or by small boat. Many stations are accessible from shore by wading in or sampling from a dock. CCS staff will work with volunteers to cover these locations. CCS will also partner with the Natural Resources Department of the Town of Harwich to sample the four designated sentinel stations within Harwich Town waters; with Three Bays Preservation to sample five stations within the Three Bays system including the one identified as a sentinel station; with Waquoit Bay National Estuarine Research Reserve to sample ten stations located within Waquoit Bay and its surrounding watershed; and with the Jones River Watershed Association to sample two stations within the Jones River watershed.

BBC will sample the stations located on the eastern shore of Buzzards Bay and within Vineyard Sound, including those identified as sentinel stations by the MEP. These stations will be sampled by BBC staff and trained volunteers.

Sampling Schedule: Samples from tidal embayments, harbors, coastal ponds, creeks, and estuaries will be collected during the outgoing tide, targeting mid to late ebb flow (3-5 hours after high tide). Sampling of the offshore waters of Cape Cod Bay, Nantucket Sound and Vineyard Sound is not tidal dependent. Sampling frequency and duration will, at a minimum, reflect what has been done historically at these stations. (Details on sampling schedule and parameters for each monitoring station are part of the agreement between CCS and Barnstable County, dated May 3, 2017)

Deliverables

- Coordinated effort among CCS, BBC and other Cape and Islands organizations to conduct water quality monitoring
- Network of trained volunteers and staff in proper field collection protocols
- Collection of environmental data and water samples for analysis (approximately 2000 total samples collected)

Water Quality Sample Analyses

The methods for analysis of water quality parameters are discussed in detail in the CCS Laboratory Quality Assurance (QA) Plan, which has been approved by DEP, CZM, and EPA. The BBC will work in close partnership with the Ecosystems Center at the Marine Biological Laboratory (MBL) for sample analyses also using a QA Project Plan that is approved by DEP and EPA. Methods of analysis used by CCS and MBL are similar, ensuring that the laboratory results for all samples will be comparable.

Deliverables

- Analysis of all water samples using standardized protocols approved by DEP (approximately 2000 samples analyzed)

Project Management, Data Synthesis and Reporting

Reporting of water quality data that has gone through a quality assurance/ quality control protocol will be submitted to the County point of contact in spreadsheet format for use and review following the format outlined in the County's 2017 Request for Proposals and consistent with the CCS contract with Barnstable County. A Water Quality Technical Memorandum will be submitted along with the data. The Tech Memo will include data synthesis, summary graphics and comparisons to existing TMDLs previously established by the Massachusetts Estuaries Project for the sentinel stations included in this monitoring effort. All data collected and analyzed by CCS will also be made available on line in both graphic and tabular format via the website www.capecodbay-monitor.org.

Deliverables

Data Sets will be annotated and aggregated as follows:

- A notes page with the following documentation:
 - GPS coordinates for all sampling stations;
 - Definitions for all terms; and
 - Conversion of micro-Moles (p.M.) to milligrams per liter (mg/L) for nitrogen species (nitrate+nitrite, ammonium, total nitrogen), phosphorus species (ortho-phosphate and total phosphorus) and particulate organic carbon (POC).
- Confirmation of the standard conversion factors currently being used for the overall water quality monitoring programs:
- Summarization of the source data in each column, including:
 - If the value is a direct measurement;
 - Where measurement is made (field/lab);
 - Field sampling equipment and technique (particularly for DO), laboratory used for analysis, laboratory method and instrumentation used, and the instrument's limit of detection;
 - Filter size and standard method used for particulates;
 - If the value is calculated, what calculations are performed; and
 - If applicable, comments as to why SOPs were not utilized and details concerning alternative methodology used.
- Aggregation of data into existing data sets provided under a previous contract with the County
- Publication of all data on the publicly accessible website www.capecodbay-monitor.org.

Expansion of Water Quality Monitoring Program to Include Contaminants of Emerging Concern (CECs)

CCS will assist the County to the best of their ability to determine a list of potential CECs to test for on a broad scale and will help with development and utilization of the County's resources to build capacity to analyze for these select CECs.

Deliverables

- Historical data collected by CCS on concentrations of CECs detected in Cape Cod's coastal waters
- List of potential compounds to target for analysis
- Staff time to assist the County with the development of methodologies and the operation of their LC-MS-MS.

Data Management, Analysis and Interpretation

Data Integration

Water quality data collected from across Cape Cod will be inventoried and entered into the established regional water quality monitoring database. Data will come from CCS, SMAST, BBC and WBNERR.

Database Quality Assurance and Control (QA/QC)

A system for identifying potential errors in source data and/or inconsistencies in database formatting will be established and implemented. Rules for QA/QC for both historic and future water quality data sets will be developed to identify source data errors. The QA/QC rules will be implemented on the historical data that currently exists in the database and will be applied to new data sets as they are provided. A review of the existing monitoring database will be completed to identify formatting inconsistencies, such as differences in station identification names, that will impact data imports and searchability. A strategy for addressing inconsistencies will be developed.

Deliverables

- Up-to-date water quality monitoring database
- Technical memorandum documenting database quality assurance and control procedure

Collaboration with end users

The database combines various measures of water quality regularly collected for tracking estuarine health. The specific analyses and visual products needed to inform local decisions must be defined by end-users. A collaborative process that integrates expertise from existing monitoring organizations with local Cape Cod representatives, through the Collaborative, to define outputs of the data analyses will be established and implemented. Through the Collaborative, the Commission will also work to share project outputs with each town.

This collaborative effort will provide the basis for development and integration of a program script that will automate data analysis and provide key information for local decision-making.

Deliverables

- A collaborative process for establishing end user needs
- Defined data analysis needs to inform local decision-making
- A list of visual products (charts or other) needed to support local planning

Funding Request

The total funds requested is \$264,080 and is consistent with the price proposal CCS submitted in response to the County's 2017 Request for Proposals for a Comprehensive Water Quality Monitoring program. The Commission will provide a match in the amount of \$250,000 to complete the data management, analysis and interpretation tasks.

Task	Requested Funds	Match
Preparation of Volunteers and Collaborating Institutions	\$5,572	
Water Quality Sample Collection	\$114,863	
Water Quality Sample Analyses	\$55,130	
Project Management, Data Synthesis and Reporting	\$29,290	
Expansion of Water Quality Monitoring Program to Include CECs	\$18,558	
Subcontract to BBC (includes 5% contracted overhead)	\$40,667	
Data Integration		\$90,000
Database Quality Assurance and Control		\$45,000
End User Collaboration		\$115,000
Total	\$264,080	\$250,000

Future Work

The proposed work positions the Commission, in partnership with the Collaborative, Barnstable County, and existing monitoring organizations, to better support local water quality planning efforts that utilize both traditional and non-traditional technologies and are adaptive and responsive to changing environmental conditions. An updated monitoring database, a quality assurance and control process, and identified end user data analysis requirements are necessary components to inform the development of a program script that will compute data trend analyses. The program script will be integrated into the estuarine water quality database and website user interface and will allow for data trend analyses to be generated on regular intervals. Estuarine data and analyses will be integrated into water resources report cards that characterize issues and form the basis of an annual "State of the Waters" report to track changes in water quality.

This regional water quality monitoring database and associated trend analyses will provide information needed to complete detailed watershed-based interpretations and evaluations. Following development of the program script and completion of initial data trend analyses, the next phase will support detailed interpretations for priority watersheds.



COUNTY OF BARNSTABLE

**Cape Cod Water
Protection Collaborative**
Superior Court House
P.O. Box 427
Barnstable, MA 02630

Leo Cakounes, Chairman
Barnstable County Board of Regional Commissioners
Superior Court House
P.O. Box 427
Barnstable, MA 02630

March 30, 2018

Re: Request for Funds to Support Cape Cod's Comprehensive Water Quality Monitoring Program

Dear Chairman Cakounes,

I write on behalf of the Cape Cod Water Protection Collaborative to urge the County Commissioners to provide funding from the Barnstable County Special Projects Fund to support Cape Cod's comprehensive water quality monitoring program. The requested funds directly support the mission of the Collaborative, which is to protect Cape Cod's shared water resources by promoting and supporting the coordinated, cost effective and environmentally sound development and implementation of local water quality initiatives, including, but not limited to watershed management plans required by section 208 of the Federal Clean Water Act. The Collaborative voted unanimously at its February 13, 2018 meeting (one abstention) to support the proposal submitted by the Cape Cod Commission.

Our region's water resources are all showing signs of degradation. Groundwater carries nitrogen and other nutrients and contaminants, primarily from septic systems that are used by 85% of Cape Cod's residential and commercial development, to coastal embayments. Excess nitrogen causes algae growth and depletes dissolved oxygen, resulting in loss of eelgrass, degraded fish and shellfish habitat and visibly unpleasant conditions in most of the region's most treasured coastal resource areas.

The region will need to spend billions of dollars to address our water quality issues and comprehensive monitoring is key to providing baseline data on water quality and track changes, analyze trends and evaluate the condition of coastal water quality in response to community investment in infrastructure. It is imperative for the region to have a consistent, long-term dataset and trend analyses, without a gap in data collection.

This monitoring initiative supports the work in each of Cape Cod's 15 municipalities. The Collaborative respectfully requests the County Commissioners strongly consider funding this important effort.

Sincerely,

Sims McGrath, Chairman
Cape Cod Water Protection Collaborative

AGENDA ITEM 6c

Authorizing the execution of a memorandum of understanding with the Cape Cod Commission regarding, but not limited to, regional technology services and dredging operations

AGENDA ITEM 6d

Proposed Ordinance 18-__: Funding Fire Training Academy obligations

BARNSTABLE COUNTY

In the Year Two Thousand Fifteen

Proposed Ordinance 18- _____

The Cape Cod Regional Government, known as Barnstable County, hereby ordains;

To add to the County's operating budget for Fiscal Year 2018, as enacted in Ordinance No. 17-04, by making a supplemental appropriation for legal expenses for the Fiscal Year two-thousand and seventeen.

Section 1.

Based on a revised estimate of income of Barnstable County for the current fiscal year, made as of March 1, 2017, the sum set forth in section one, for the purpose set forth therein and subject to the conditions set forth in Barnstable County Ordinance 17-04, is hereby appropriated from General Fund revenues for FY2018 as a supplemental appropriation for the Barnstable County Fire Training Academy for the fiscal year ending June thirtieth, two thousand and eighteen. Said funds shall be derived from additional revenues to be earned during the FY 2018 season.

<u>Budget #</u>	<u>Sub-Program</u>	<u>Group</u>	<u>\$ Amount</u>
0014601	Salaries	1	\$45,000
TOTAL SUPPLEMENTAL APPROPRIATION			\$ 45,000

Approved by the Board of County Commissioners _____ (date), at _____ (time).

Leo G. Cakounes
Chairman

Mary Pat Flynn
Vice Chairman

Ronald R. Beaty
Commissioner

AGENDA ITEM 6e

Discussion on possible changes to the Barnstable County Home Rule Charter, including but not limited to term limits for and recall of elected officials

AGENDA ITEM 6f

Authorizing the recognition of: Isabel Pellegrini of Brewster, a student at Nauset Regional High School and; Amanda Pfautz of Barnstable, a student at Barnstable High School as recipients of the Malcom McDowell Human Rights Academy Award (NO DOCUMENTS)

AGENDA ITEM 6g

Discussion on filling a vacancy for an administrative assistant position in the Human Services department as recommended by hiring Committee (NO DOCUMENTS)

AGENDA ITEM 8a

Authorizing the approval of a timesheet for Jack Yunits, County Administrator, for the period of April 15, 2018 through April 28, 2018

AGENDA ITEM 8b

Authorizing the execution of a sub-award grant agreement with the United States National Oceanic and Atmospheric Administration (NOAA)/Woods Hole Oceanographic Institute (WHOI) awarding funding in the amount of \$985,500.00, to the Cape Cod Cooperative Extension, to support the Woods Hole Sea Grant Marine Extension Program, for the period of February 01, 2018 through January 31, 2022

WHOI Cost Reimbursable Research Subaward Agreement

Pass-through Entity		Collaborator	
Woods Hole Oceanographic Institution, ("WHOI")		Barnstable County Cape Cod Cooperative Extension	
Address: 266 Woods Hole Rd. Fenno House, MS #39 Woods Hole, MA 02543		Address : Deed and Probate Bldg P.O. Box 367 Barnstable, MA 02630-0367	
		EIN No.: 04-6001419	
		DUNS: 076612407	
Federal Award (Fed Awd) Agency: NOAA, Sea Grant		FAIN: NA18OAR4170104	WHOI Project No : 22180402
Fed Awd Issue Date: 02/27/2018	Total Amt of Fed Awd to WHOI: \$391,100.00	CFDA Title: Sea Grant Support	CFDA No. 11.417
Est Subaward Period of Performance: 02/01/2018-01/31/2022	Budget Period of Performance: 02/01/2018-08/31/2018	Amt. Currently Available: \$141,300.00	Estimated Incremental Total: \$985,500.00
WHOI PD: Dr. Matthew Charette		Collaborator PI: Diane Murphy	
Project Title: A/S-15 "Woods Hole Sea Grant Marine Extension Program"			
Subaward (Sub) No: A101383		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
<input checked="" type="checkbox"/> Deliverables/Reporting and <input checked="" type="checkbox"/> Incremental Funding and <input checked="" type="checkbox"/> Cost Sharing Statements <input checked="" type="checkbox"/> Closeout Requirements (See Attachment 4 for all that Apply)			
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 Attachment 5. 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 and not less frequently than quarterly for allowable costs incurred. Upon the receipt of proper invoices, the WHOI agrees to process payments in accordance with this Subaward and 2 CFR 200.305. All invoices shall be submitted using Collaborator's standard invoice, and should be formatted to include those items <u>listed on Attachment 4</u> . Invoices should be sent electronically to WHOI's Financial Contact, as shown in Attachment 3A. <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 Attachment 3A.			
3) A final statement of cumulative costs incurred, including cost sharing, marked "FINAL," must be submitted to WHOI's Financial Contact, as shown in Attachment 3A, along with a completed Subaward Release of Claims form signed by an Authorized Official, (blank found in <u>Appendix A</u>), 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. WHOI reserves the right to reject an invoice, in accordance with 2 CFR 200.305.			
5) Matters concerning the technical performance of this subaward should be directed to the appropriate party's Principal Investigator/Project Director, as shown in Attachment 3A. Technical reports are required as shown above, "Deliverables/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 Attachment 3A. Any such changes made to this subaward agreement require the written approval of each party's Authorized Official, as shown in Attachment 3A.			
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 subaward agreement with thirty days written notice to the appropriate party's Administrative Contact, as shown in Attachment 3A. WHOI shall pay Collaborator for termination costs as allowable under Uniform Guidance, 2 CFR 200.			
9) No-cost extensions require the approval of WHOI. Any requests for a no-cost extension should be addressed to and received by the Administrative Contact, as shown in Attachment 3A, not less than (30) thirty days prior to the desired effective date of the requested change.			
10) By signing this Research Subaward Agreement, Collaborator makes the certifications and assurances shown in Attachments 1 and 2.			
11) By signing this Research Subaward Agreement including Attachments and Appendices, Collaborator certifies that it will perform the Statement of Work in accordance with the terms and conditions of this agreement, including Attachment 1 and 2, and the applicable terms of the Prime Award, as referenced in Attachment 2 and found at Appendix B. The parties further agree that they intend this Subaward to comply with all applicable laws, regulations and requirements.			
Authorized Official of WHOI:		Authorized Official of COLLABORATOR:	
_____ Susan P. Ferreira, Post Award Manager Grant & Contract Services		_____ _____ _____	
Date		Date	

Attachment 1
WHOI Cost Reimbursable Research Subaward Agreement
Certifications and Assurances

By signing this Subaward, the Collaborator Authorized Official certifies, to the best of his/her knowledge and belief, that:

Certification Regarding Lobbying (2 CFR § 200-450)

1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Collaborator, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or intending to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Collaborator shall complete and submit Standard Form -LLL, "Disclosure Form to Report Lobbying," to WHOI;

3) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U. S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure;

Debarment, Suspension, and Other Responsibility Matters (2 CFR §200.213 and 2 CFR §180)

Neither the Collaborator nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency;

Audit and Access to Records

The Collaborator complies with the Uniform Guidance, and will provide notice of the completion of required audits and any adverse findings which impact this subaward as required by **§200.501-200.521**. The Collaborator will provide access to records as required by **§200.336, 200.337, and §200.201** as applicable. If Collaborator is not subject to the Single Audit Act, then Collaborator will provide notice of the completion of any required audits and provide access to such audits upon request;

Program for Enhancement of Contractor Employee Protections (41 U.S.C 4712)

Collaborator is hereby notified that they are required to: inform their employees working on any federal award that they are subject to the whistleblower rights and remedies of the pilot program; inform their employees in writing of employee whistleblower protections under **41 U.S.C §4712** in the predominant native language of the workforce; and include such requirements in any agreement made with a Collaborator or Collaborator.

The Collaborator shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements).

Use of Name

Neither party shall use the other party's name, trademarks, or other logos in any publicity, advertising, or news release without the prior written approval of an authorized representative of that party. The parties agree that each party may use factual information regarding the existence and purpose of the relationship that is the subject of this Agreement for legitimate business purposes, to satisfy any reporting and funding obligations, or as required by applicable law or regulation without written permission from the other party. In any such statement, the relationship of the parties shall be accurately and appropriately described.

Attachment 2
WHOI Cost Reimbursable Research Subaward Agreement
Prime Award Terms and Conditions
DOC/NOAA

General Terms and Conditions:

1. By signing this Subaward, Collaborator agrees to the following: To abide by the conditions on activities and restrictions on expenditure of federal funds in appropriations acts that are applicable to this subaward to the extent those restrictions are pertinent. This includes any recent legislation noted on the Federal Awarding Agency's Award Conditions website: http://www.osec.doc.gov/oam/grants_management.
2. This Cost-reimbursable Research Subaward Agreement is subject to the following:
 - a. **The Federal Awarding Agency's Grants Policy guidance**, including addenda in effect as of the beginning date of the period of performance or as amended;
 - b. **Department of Commerce Financial Assistance Standard Terms and Condition Dated March 31, 2017; And OMB Uniform Guidance 2 CFR Part 200**, both a & b found at the bottom of the following: http://www.osec.doc.gov/oam/grants_management/policy/default.htm.
 - c. **NOAA Financial Assistance Administrative Terms; found at** <http://www.who.edu/fileserver.do?id=260884&pt=2&p=215509>
 - d. **Federal-wide Research Terms and Conditions; and**
 - e. **DOC Research Terms and Conditions: Agency-Specific Requirements, both c & d** found at: <http://www.nsf.gov/awards/managing/rte.jsp>
except for the following:
 - i. No Cost extensions require the written approval of WHOI. Any requests for a No Cost extension shall be directed to the Administrative Contact as shown in Attachment 3A, not less than 30 days prior to the desired effective date of the requested
 - ii. Any payment mechanisms and financial reporting requirements described in the applicable Federal Agency Terms and Conditions and/or Agency-Specific Requirements are replaced with Terms and Conditions (1) through (4) on the cover page of this Subaward Agreement; and
 - iii. Any prior approvals are to be sought from WHOI and not the Federal Awarding Agency.
 - iv. Prior approval must be sought for a change in Collaborator PI or change in Key Personnel as listed on the cover page of this Subaward Agreement.
3. Automatic Carry Forward: Yes No
(If No, Carry Forward requests must be sent to WHOI's Administrative Contact as shown in Attachment 3A.
4. Title to equipment costing \$5,000 or more that is purchased or fabricated with research funds or Collaborator cost sharing funds, as direct costs of the project or program, shall vest in the Collaborator upon acquisition subject to the conditions specified in **2 CFR § 200.313 of the Uniform Guidance** .
5. Treatment of Program Income, per **2 CFR § 200.307**:
 Additive
 Other, Specify.....

Special Terms and Conditions:

1. Copyrights

Collaborator grants to WHOI an irrevocable, royalty-free, non-transferable, non-exclusive right and license to use, reproduce, make derivative works, display, and perform publicly any copyrights or copyrighted material (including any computer software and its documentation and/or databases) first developed and delivered under this Subaward Agreement solely for the purpose of and only to the extent required to meet WHOI's obligations to the Federal Government under its Prime Award.

Collaborator grants to WHOI the right to use any written progress reports and deliverables created under this Subaward solely for the purpose of and only to the extent required to meet WHOI's obligations to the Federal Government under its Federal Award.

2. Data Rights

Collaborator grants to WHOI the right to use data created in the performance of this Subaward Agreement solely for the purpose of and only to the extent required to meet WHOI's obligations to the Federal Government under its Federal Award.

3. Data Sharing and Access:

Collaborator agrees to comply with the Federal Awarding Agency's data sharing and access requirements as reflected in the NOA, the Special Award Conditions, and the Data Management/Sharing Plan submitted to the Federal Awarding Agency. Data Sharing and Access Plan attached at Appendix C if applicable.

4. Promoting Objectivity in Research (Conflict of Interest (COI)):

By execution of this Subaward, Collaborator certifies that its COI policy complies with the requirements of the relevant Federal Awarding Agency as identified herein.

Collaborator shall report any financial conflict of interest to WHOI's Administrative Representative or COI contact, as designated on Attachment 3A. Any financial conflicts of interest identified shall, when applicable, subsequently be reported to Federal Awarding Agency. Such report shall be made before expenditure of funds authorized in this Subaward and within 45 days of any subsequently identified COI.

Specific Terms and Conditions from:

NOAA Financial Assistance Administrative Terms-Revised December 13, 2017 as applicable but, in particular specific articles are reiterated below as directed.

III. Scientific Integrity

A. General Guidelines

1. *Maintaining Integrity.* The recipient shall maintain the scientific integrity of research performed pursuant to this grant or financial assistance award including the prevention, detection, and remediation of any allegations regarding the violation of scientific integrity or scientific and research misconduct, and the conduct of inquiries, investigations, and adjudications of allegations of violations of scientific integrity or scientific and research misconduct. All the requirements of this provision flow down to Collaborators.

2. *Peer Review.* The peer review of the results of scientific activities under a NOAA grant, financial assistance award, or cooperative agreement shall be accomplished to ensure consistency with NOAA standards on quality, relevance, scientific integrity, reproducibility, transparency, and performance. NOAA will ensure that peer review of "influential scientific information" or "highly influential scientific assessments" is conducted in accordance with the Office of Management and Budget (OMB) Final Information Quality Bulletin for Peer Review and NOAA policies on peer review, such as the Information Quality Guidelines.

3. In performing or presenting the results of scientific activities under the NOAA grant, financial assistance award, or cooperative agreement and in responding to allegations regarding the violation of scientific integrity or scientific and research misconduct, the recipient and all Collaborators shall comply with the provisions herein and NOAA Administrative Order (NAO) 202-735D, Scientific Integrity, and its Procedural Handbook, including any amendments thereto. That Order can be found at: <http://nrc.noaa.gov/ScientificIntegrityCommons.aspx>.

4. *Primary Responsibility.* The recipient shall have the primary responsibility to prevent, detect, and investigate allegations of a violation of scientific integrity or scientific and research misconduct. Unless otherwise instructed by the grants officer, the recipient shall promptly conduct an initial inquiry into any allegation of such misconduct and may rely on its internal policies and procedures, as appropriate, to do so.

5. By executing this grant, financial assistance award, or cooperative agreement the recipient provides its assurance that it has established an administrative process for performing an inquiry, investigating, and reporting allegations of a violation of scientific integrity or scientific and research misconduct; and that it will comply with its own administrative process for performing an inquiry, investigation, and reporting of such misconduct.

6. The recipient shall insert this provision in all subawards at all tiers under this grant, financial assistance award, or cooperative agreement.

B. Investigating Scientific Integrity or Scientific and Research Misconduct

1. Initiating Investigation. If the recipient or sub recipient determines that there is sufficient evidence to proceed to an investigation, it shall notify the grants officer and, unless otherwise instructed, the recipient or Collaborator shall:

- a. Promptly conduct an investigation to develop a complete factual record and an examination of such record leading to either a finding regarding the violation of scientific integrity or scientific and research misconduct and an identification of appropriate remedies or a determination that no further action is warranted.
- b. If the investigation leads to a finding regarding the violation of scientific integrity or scientific and research misconduct, obtain adjudication by a neutral third party adjudicator. The adjudication must include a review of the investigative record and, as warranted, a determination of appropriate corrective actions and sanctions.

2. Finalizing Investigation. When the investigation is complete, the recipient shall forward to the grants officer a copy of the evidentiary record, the investigative report, any recommendations made to the recipient adjudicating official, the adjudicating official's decision and notification of any corrective action taken or planned, and the subject's written response (if any).

C. Findings and Corrective Actions

If the recipient finds that scientific integrity has been violated or scientific and research misconduct has occurred, it shall assess the seriousness of the misconduct and its impact on the research completed or in process and shall:

- a. Take all necessary corrective actions, which includes, but are not limited to, correcting the research record, and, as appropriate, imposing restrictions, controls, or other parameters on research in process or to be conducted in the future, and
- b. Coordinate remedial action with the grants officer.

Additional Sea Grant Terms:

Acknowledgement for Publications Resulting from Sea Grant Support

All publications and/or products resulting from Sea Grant support should have an acknowledgement containing one of the statements below that best pertains to the publication or product.

It is important that the Woods Hole Sea Grant Office receive copies of all such publications and/or products. For electronic publications or web-based publications or products, we require the relevant URL.

Quantities Required:

- Journal Reprints: 20 copies and/or the document provided electronically as a PDF file
- Other publications/products: Please contact the Woods Hole Sea Grant office at [508-289-2665](tel:508-289-2665) or seagrant@whoi.edu.

Sea Grant Acknowledgement for journal articles, proceedings, theses:

This work was funded by the Sea Grant Program at the Woods Hole Oceanographic Institution, under grant from the National Oceanic and Atmospheric Administration, U.S. Department of Commerce, [Grant No. NA18OAR4170104, A/S-15.](#)

Sea Grant Acknowledgement for educational materials, websites, presentation materials:

This work was supported by the Sea Grant Program at the Woods Hole Oceanographic Institution, [Grant No. NA18OAR4170104, A/S-15.](#)

Note: If this work was partially supported by Woods Hole Sea Grant, you may modify the acknowledgements above, and insert “partially” before the word “funded” (top example) or “supported” (bottom example).

ATTACHMENT 3A
WHOI COST REIMBURSABLE RESEARCH SUBAWARD AGREEMENT
Contacts

Reserved

Attachment 3B
Cost Reimbursable Research Subaward Agreement
Subawardee Data Sheet

In an effort to make the Subaward reporting required by The Federal Funding Accountability and Transparency Act accurate, Woods Hole Oceanographic Institution asks for the following Subaward Information as it pertains to the DUNS number reported.

Next 2 pages left blank for completed Subawardee Data Sheet.

Attachment 4
WHOI Cost Reimbursable Research Subaward Agreement
Deliverables/Reporting; Incremental Funding; Cost Share Requirement and Close-out:

Please Include on Invoices:

- * Collaborator Name, Address, Point of Contact for questions;
- * Subaward number;
- * Date of Invoice;
- * Invoice Number – Identify each payment request by a unique invoice number, which can only be used one time;
- * Subaward Period of Performance – as it appears on the subaward agreement;
- * Invoice/Billing Period – the beginning and end dates (month, day and year) of the period in which costs were incurred and for which reimbursement is claimed;
- * Current and cumulative costs (including cost sharing) broken down by major expenditure categories;
- * Program Income (if any).
- * A certification, as required in the Uniform Guidance 2 CFR 200.415 (a), stating:
“By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise.” (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801- 3812).

Deliverables and/or Technical Reports:

- First Progress Report will cover first 9 months from subaward start date.
- Interim progress reports due 30 days after the end of the first year and semi-annually after that.
- A comprehensive completion report is due 60 days after the project termination and will include the last interim reporting period.

Incremental Funding:

This Agreement is incrementally funded. The total amount of this Agreement is **\$985,500.00**.

The amount currently available for payment is **\$141,300.00** which covers the Budget Period stated on the cover page of this agreement.

WHOI’s obligation for the difference of **\$844,200.00** 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 Collaborator to make these funds available.

Cost Share Requirements:

The total of **\$657,177.00** on this Subaward has been committed for Cost Share.

The amount of Cost Share currently committed for partial **Year One** is **\$91,946.00**.

Cost Share amount for the remainder of **Year One** is **\$61,297.00** and will be committed with future increment of funds. Cost Share amount for **Year Two** is **\$160,459.00** and will be committed with future increment of funds. Cost Share amount for **Year Three** is **\$168,105.00** and will be committed with future increment of funds. Cost Share amount for **Year Four** is **\$175,370.00** and will be committed with future increment of funds.

All Cost Share must be documented on your invoices with period and cumulative totals reported.

Close-out Documents:

This completed document must be submitted to the WHOI Financial Contact on Attachment 3A before the final invoice can be paid.

- **Subaward Release of Claims**

Attachment 5
WHOI Cost Reimbursable Research Subaward Agreement
Statement of Work, Budget and Budget Justification

Next 15 attached pages

Woods Hole Sea Grant Extension Program 2018-2021 Omnibus Proposal

Statement of Work

The Woods Hole Sea Grant Extension Program (WH-SGEP) shares with WH Sea Grant's Communications and Education Programs the responsibility for providing technical assistance to users of our nation's and, in particular, our region's marine and coastal resources while promoting the objectives of wise utilization and conservation of those resources. The special mission of Sea Grant Extension, as discussed in Fundamentals of a Sea Grant Extension Program, is to develop reciprocal relationships between resource users, managers and technical information producers to:

- 1) Facilitate solution of practical marine resource-related problems for users/managers of those resources by providing and increasing access to technical information and know-how; and
- 2) Identify the real-world problems facing resource users/managers for researchers.

WH-SGEP focuses its attention on the marine and coastal resource users/managers in Massachusetts' coastal communities, particularly southern Massachusetts, and emphasizes the application of research in the social and natural sciences to coastal resource issues.

WH-SGEP is primarily directed toward applied research, technological demonstration projects and transfer, and public outreach to those concerned with coastal and marine resources of southeastern Massachusetts, including Plymouth, Bristol, Barnstable, Dukes and Nantucket Counties. The development of the WH-SGEP is guided, and its progress monitored, by the Marine Outreach Guidance Group (MOGG), a committee consisting of members of the community's information users and providers, as well as by smaller, distinct advisory groups. In response to the community needs and MOGG recommendations, our proposed program will continue to expand outreach efforts in aquaculture, fisheries and coastal processes. In addition to the advisory capacity of the MOGG, each of the strategic areas in which WH-SGEP has invested is undertaken through the use of specific user advisory groups. In concert with these various advisory groups, WH-SGEP has established a series of programmatic goals that we will be striving to achieve during the next two years. These goals are centered on the goals outlined in the WH Sea Grant Strategic Plan and include the key theme area of fisheries and aquaculture, environmental technologies, and estuarine and coastal processes to: 1) Contribute to the technical information required to help local natural resource managers and harvesters manage the fisheries resources for continued sustainable production; 2) Assist the regional aquaculture industry in as a growing contributor to the local economy and to the national and global production of farmed marine products in an environmentally sustainable manner; 3) Promote healthy, diversified natural ecosystems and their long-term sustainable management through science-based decisions; and 4) Assist coastal resource managers, property owners, and the general public in making informed, effective decisions that will contribute to maintaining the beneficial functions of coastal landform systems by contributing to and providing results of up-to-date coastal processes and hazard mitigation research. These goals will position WH-SGEP to address the coastal and marine outreach needs of southeastern Massachusetts in the foreseeable future.

SEA GRANT BUDGET FORM 90-4

GRANTEE: Woods Hole Oceanographic Institution			GRANT/PROJECT NO.: A/S-15	
PRINCIPAL INVESTIGATOR: Diane Murphy (Subcontract Budget – Barnstable County Cape Cod Cooperative Extension)			DURATION (months) :12 2/1/2018-1/31/2019 Yr. 1	
SALARIES AND WAGES:			man-months	
	No. of People	Amount of Effort	Sea Grant Funds	Matching Funds
1. Senior Personnel				
a. (Co) Principal Investigator:	2	12	86,305	43,153
b. Associates (Faculty or Staff):	1	6	38,530	19,265
Sub Total:	3	18	124,835	62,417
2. Other Personnel				
a. Professionals:	2			34,611
b. Research Associates:				
c. Res. Asst./Grad. Students:				
d. Prof. School Students:				
e. Pre-Bachelor Student(s):				
f. Secretarial-Clerical:				
g. Technicians:				
h. Other:				
Total Salaries and Wages:	5	18	124,835	97,028
B. FRINGE BENEFITS:			75,899	56,214
Total Personnel (A and B):			200,734	153,242
C. PERMANENT EQUIPMENT:				
D. EXPENDABLE SUPPLIES AND EQUIPMENT:			1,250	
E. TRAVEL:				
1. Domestic			6,885	
2. International				
Total Travel:			6,885	
F. PUBLICATION AND DOCUMENTATION COSTS:			2,000	
G. OTHER COSTS:				
1. Books, Memberships			522	
2. Meals			1,350	
3. Workshops			1,350	
4.				
5.				
Etc.				
Total Other Costs:			3,222	
TOTAL DIRECT COST (A through G):			214,091	153,242
INDIRECT COST (On campus 10 % of 214,091):			21,409	
INDIRECT COST (Off campus % of):				
Total Indirect Cost:			21,409	
TOTAL COSTS:			235,500	153,242

SEA GRANT BUDGET FORM 90-4

GRANTEE: Woods Hole Oceanographic Institution			GRANT/PROJECT NO.: A/S-15	
PRINCIPAL INVESTIGATOR: Diane Murphy (Subcontract Budget – Barnstable County Cape Cod Cooperative Extension)			DURATION (months) :12 2/1/2019-1/31/2020 Yr. 2	
SALARIES AND WAGES:			man-months	
	No. of People	Amount of Effort	Sea Grant Funds	Matching Funds
1. Senior Personnel				
a. (Co) Principal Investigator:	2	12	88,551	44,275
b. Associates (Faculty or Staff):	1	6	39,300	19,650
Sub Total:	3	18	127,851	63,925
2. Other Personnel				
a. Professionals:	2			36,359
b. Research Associates:				
c. Res. Asst./Grad. Students:				
d. Prof. School Students:				
e. Pre-Bachelor Student(s):				
f. Secretarial-Clerical:				
g. Technicians:				
h. Other:				
Total Salaries and Wages:	5	18	127,851	100,284
B. FRINGE BENEFITS:			80,919	60,175
Total Personnel (A and B):			208,770	160,459
C. PERMANENT EQUIPMENT:				
D. EXPENDABLE SUPPLIES AND EQUIPMENT:			250	
E. TRAVEL:				
1. Domestic			13,770	
2. International				
Total Travel:			13,770	
F. PUBLICATION AND DOCUMENTATION COSTS:			2,000	
G. OTHER COSTS:				
1. Books, Memberships			483	
2. Meals			1,000	
3. Workshops			1,000	
4.				
5.				
Etc.				
Total Other Costs:			2,483	
TOTAL DIRECT COST (A through G):			227,273	160,459
INDIRECT COST (On campus 10 % of 227,273):			22,727	
INDIRECT COST (Off campus % of):				
Total Indirect Cost:			22,727	
TOTAL COSTS:			250,000	160,459

SEA GRANT BUDGET FORM 90-4

GRANTEE: Woods Hole Oceanographic Institution			GRANT/PROJECT NO.: A/S-15	
PRINCIPAL INVESTIGATOR: Diane Murphy (Subcontract Budget – Barnstable County Cape Cod Cooperative Extension)			DURATION (months) :12 2/1/2020-1/31/2021 Yr. 3	
SALARIES AND WAGES:			man-months	
	No. of People	Amount of Effort	Sea Grant Funds	Matching Funds
1. Senior Personnel				
a. (Co) Principal Investigator:	2	12	90,321	45,160
b. Associates (Faculty or Staff):	1	6	40,086	20,043
Sub Total:	3	18	130,407	65,204
2. Other Personnel				
a. Professionals:	2			38,144
b. Research Associates:				
c. Res. Asst./Grad. Students:				
d. Prof. School Students:				
e. Pre-Bachelor Student(s):				
f. Secretarial-Clerical:				
g. Technicians:				
h. Other:				
Total Salaries and Wages:	5	18	130,407	103,348
B. FRINGE BENEFITS:			86,738	64,758
Total Personnel (A and B):			217,145	168,105
C. PERMANENT EQUIPMENT:				
D. EXPENDABLE SUPPLIES AND EQUIPMENT:			250	
E. TRAVEL:				
1. Domestic			6,885	
2. International				
Total Travel:			6,885	
F. PUBLICATION AND DOCUMENTATION COSTS:			2,000	
G. OTHER COSTS:				
1. Books, Memberships			243	
2. Meals			250	
3. Workshops			500	
4.				
5.				
Etc.				
Total Other Costs:			3993	
TOTAL DIRECT COST (A through G):			227,273	168,105
INDIRECT COST (On campus 10 % of 227,273):			22,727	
INDIRECT COST (Off campus % of):				
Total Indirect Cost:			22,727	
TOTAL COSTS:			250,000	168,105

SEA GRANT BUDGET FORM 90-4

GRANTEE: Woods Hole Oceanographic Institution			GRANT/PROJECT NO.: A/S-15	
PRINCIPAL INVESTIGATOR: Diane Murphy (Subcontract Budget – Barnstable County Cape Cod Cooperative Extension)			DURATION (months) :12 2/1/2021-1/31/2022 Yr. 4	
SALARIES AND WAGES:			man-months	
	No. of People	Amount of Effort	Sea Grant Funds	Matching Funds
1. Senior Personnel				
a. (Co) Principal Investigator:	2	12	92,120	46,060
b. Associates (Faculty or Staff):	1	6	40,888	20,444
Sub Total:	3	18	133,008	66,504
2. Other Personnel				
a. Professionals:	2			39,442
b. Research Associates:				
c. Res. Asst./Grad. Students:				
d. Prof. School Students:				
e. Pre-Bachelor Student(s):				
f. Secretarial-Clerical:				
g. Technicians:				
h. Other:				
Total Salaries and Wages:	5	18	133,008	105,946
B. FRINGE BENEFITS:			93,176	69,424
Total Personnel (A and B):			226,184	175,370
C. PERMANENT EQUIPMENT:				
D. EXPENDABLE SUPPLIES AND EQUIPMENT:			24	
E. TRAVEL:				
1. Domestic			1,064	
2. International				
Total Travel:			1,064	
F. PUBLICATION AND DOCUMENTATION COSTS:			0	
G. OTHER COSTS:				
1. Books, Memberships			0	
2. Meals			0	
3. Workshops			0	
4.				
5.				
Etc.				
Total Other Costs:			0	
TOTAL DIRECT COST (A through G):			227,272	175,370
INDIRECT COST (On campus 10 % of 227,272):			22,727	
INDIRECT COST (Off campus % of):				
Total Indirect Cost:			22,727	
TOTAL COSTS:			250,000	175,370

SEA GRANT BUDGET FORM 90-4

GRANTEE: Woods Hole Oceanographic Institution			GRANT/PROJECT NO.: A/S-15	
PRINCIPAL INVESTIGATOR: Diane Murphy (Subcontract Budget – Barnstable County Cape Cod Cooperative Extension)			DURATION (months) :48 2/1/2018-1/31/2022 Summary	
SALARIES AND WAGES:			man-months	
			No. of People	Amount of Effort
1. Senior Personnel				
	a. (Co) Principal Investigator:	2	48	357,297
	b. Associates (Faculty or Staff):	1	24	158,804
	Sub Total:	3	72	516,101
2. Other Personnel				
	a. Professionals:	2		148,555
	b. Research Associates:			
	c. Res. Asst./Grad. Students:			
	d. Prof. School Students:			
	e. Pre-Bachelor Student(s):			
	f. Secretarial-Clerical:			
	g. Technicians:			
	h. Other:			
	Total Salaries and Wages:	5	72	516,101
B. FRINGE BENEFITS:				
	Total Personnel (A and B):			336,733
				250,571
C. PERMANENT EQUIPMENT:				
D. EXPENDABLE SUPPLIES AND EQUIPMENT:				1,774
E. TRAVEL:				
	1. Domestic			28,604
	2. International			
	Total Travel:			28,604
F. PUBLICATION AND DOCUMENTATION COSTS:				6,000
G. OTHER COSTS:				
	1. Books, Memberships			1,248
	2. Meals			2,600
	3. Workshops			2,850
	4.			
	5.			
	Etc.			
	Total Other Costs:			6,698
TOTAL DIRECT COST (A through G):				895,910
INDIRECT COST (On campus 10 % of 895,910):				89,591
INDIRECT COST (Off campus % of):				
Total Indirect Cost:				89,591
TOTAL COSTS:				985,500
				657,177

**Core Program
Extension Program A/S-15
Budget Justification**

The Woods Hole Oceanographic Institution (WHOI) is a non-profit [501c(3)] research and education organization subject to the cost principles of 2 CFR 200. The rates included in the proposal are negotiated with our cognizant government agency. For 2017 and beyond, WHOI has a negotiated rate agreement with the Office of Naval Research and uses the method of allocation of indirect costs to Modified Total Direct Costs (MTDC). The normal exclusions contained in 2 CFR 200.68 (MTDC) apply, as well as the following cost categories; ship use, submersible use, vessel charters and ship fuel.

Direct Costs: The WHOI budget comprises a sub-award to the Barnstable County's Cape Cod Cooperative Extension in the amount of \$985,500 (\$235,500 year one, \$250,000 yrs 2-4) plus WHOI indirect costs.

Indirect Costs: A total of \$14,500 is requested in Year 1 for indirect costs, representing a negotiated F&A rate of 58% that is applied to the first \$25,000 of the sub-award.

Barnstable County's Cape Cod Cooperative Extension Budget Overview:

Funding and Match for the Extension Program will be covered under a subcontract to Barnstable County's Cape Cod Cooperative Extension through a memorandum of understanding. Murphy, Berman, Reitsma, Archer, and Jarbeau are employees of Barnstable County and work as shared extension agents.

I. Fiscal Year 2018 Subcontract to Barnstable County

A. Salaries and Wages

1a. Murphy and Berman are employees of Barnstable County and work as shared extension agents. Half of funding for PI's Murphy and Berman will be covered under a subcontract to Barnstable County's Cape Cod Cooperative Extension through a memorandum of understanding. A portion of this will be used for match as detailed below.

- Murphy: Salary Request, 6 months = \$44,766
- Murphy: Match Provided, 3 months = \$22,383
- Berman: Salary Request, 6 months = \$41,539
- Berman: Match Provided, 3 months = \$20,769

1b. Reitsma is an employee of Barnstable County and works as shared extension agent. Half of funding for Reitsma will be covered under a subcontract to Barnstable County's Cape Cod Cooperative Extension through a memorandum of understanding. A portion of this will be used for match as detailed below.

- Reitsma: Salary Request, 6 months = \$38,530
- Reitsma: Match Provided, 3 months = \$19,264

2a. Archer and Jarbeau are employees of Barnstable County and work as shared extension agents. Funding for Archer and Jarbeau is covered by the Barnstable County's

Cape Cod Cooperative Extension. A portion of this will be used for match as detailed below.

- Archer: Match Provided, 3 months = \$18,197
- Jarbeau: Match Provided, 3 months = \$16,413

B. Fringe Benefits

1. Half of funding for fringe benefits for Murphy, Berman, and Reitsma will be covered under a subcontract to Barnstable County's Cape Cod Cooperative Extension through a memorandum of understanding. Murphy, Berman, and Reitsma are employees of Barnstable County and work as shared extension agents. Archer and Jarbeau are employees of Barnstable County and work as shared extension agents with fringe benefits for Archer and Jarbeau is covered by the Barnstable County's Cape Cod Cooperative Extension. A portion of this will be used for match as detailed below.

- Murphy: Fringe Request, 6 months = \$27,130
- Murphy: Match Provided, 3 months = \$13,565
- Berman: Fringe Request, 6 months = \$26,052
- Berman: Match Provided, 3 months = \$13,026
- Reitsma: Fringe Request, 6 months = \$22,718
- Reitsma: Match Provided, 3 months = \$11,359
- Archer: Match Provided, 3 months = \$7,777
- Jarbeau: Match Provided, 3 months = \$10,487

C. Permanent Equipment

- N/A

D. Expendable Supplies and Equipment

- This \$250 request for office supplies is based on prior year expenditures. An additional \$1,000 is requested in support of a Beachgrass Survivability study (15 sections of 6' tubing, 30 cf of sand, and beachgrass culm).

E. Travel

- Funds totaling \$6,885/year are requested for Murphy, Berman, Jarbeau, Archer, and Reitsma to cover one national trip (\$1,974/trip, including airfare, lodging, meals and registration) and two regional trips (\$1,245/trip, including transportation, lodging, meals, and registration) as well travel for onsite technical assistance on the mainland (\$1,936) and the islands (\$485). The one national trip and two regional trips will be shared among the 5 extension agents and typically include: Annual National Shellfisheries Association Conference, Annual Milford Aquaculture Conference, NACE Conference (Northeast Aquaculture Conference & Exposition, Annual ESRI Users Conference, Association of State Floodplain Managers Annual Conference, and the National American Shore & Beach Preservation Association Annual Conference.

Onsite Technical Assistance – Cape Cod and Southeast MA

Private auto mileage: 40 trips @ 88 miles @ \$0.55 1,936
\$ 1,936

Onsite Technical Assistance – Martha's Vineyard and Nantucket

Ferry to Nantucket: 2 trips @ \$50	100
Ferry to Martha's Vineyard: 5 trips @ \$17	85
Rental Car: 5 trips @ \$60	300
	<hr/>
	\$ 485

Regional Meeting

Registration	\$ 200
Hotel: 5 nights @ \$125/night	625
Private auto mileage: 400 miles @ \$0.55	220
Per diem: 5 days @ \$40/day	200
	<hr/>
	\$ 1,245 x 2 = \$2,490

Professional Development: National Meeting

Registration	\$ 450
Hotel: 5 nights @ \$125/night	625
Airfare	500
Ground Transportation	199
Per diem: 5 days @ \$40/day	200
	<hr/>
	\$ 1,974

Grand Total for Year 2 Travel: \$6,885

F. Publications and Documentation Costs

- Funds are requested to print the proposed bulletins, pay page charges to professional journals, and publish proposed workshop proceedings. This amount is based on prior year expenditures and is the primary mechanism for distribution of results. We intend to create, print, and distribute new Sea Grant publications on Marine Program research projects such as shellfish site assessment.

G. Other Costs

- Books, Memberships
 - Funds are proposed for purchase of reference materials and memberships in professional societies for Murphy and Berman
- Meals
 - Funds are proposed to provide meals for the twice annual working group meetings of the outreach guidance group, as well as support for coastal manager taskforce meetings.
- Workshops
 - These funds are requested to defray the costs of proposed workshops, to keep registration costs reasonable.

II. Fiscal Year 2019 Subcontract to Barnstable County

A. Salaries and Wages

1a. Murphy and Berman are employees of Barnstable County and work as shared extension agents. Half of funding for PI's Murphy and Berman will be covered under a subcontract to

Barnstable County's Cape Cod Cooperative Extension through a memorandum of understanding. A portion of this will be used for match as detailed below.

- Murphy: Salary Request, 6 months = \$45,665
- Murphy: Match Provided, 3 months = \$22,832
- Berman: Salary Request, 6 months = \$42,886
- Berman: Match Provided, 3 months = \$21,443

1b. Reitsma is an employee of Barnstable County and works as shared extension agent. Half of funding for Reitsma will be covered under a subcontract to Barnstable County's Cape Cod Cooperative Extension through a memorandum of understanding. A portion of this will be used for match as detailed below.

- Reitsma: Salary Request, 6 months = \$39,300
- Reitsma: Match Provided, 3 months = \$19,650

2a. Archer and Jarbeau are employees of Barnstable County and work as shared extension agents. Funding for Archer and Jarbeau is covered by the Barnstable County's Cape Cod Cooperative Extension. A portion of this will be used for match as detailed below.

- Archer: Match Provided, 3 months = \$19,119
- Jarbeau: Match Provided, 3 months = \$17,239

B. Fringe Benefits

1. Half of funding for fringe benefits for Murphy, Berman, and Reitsma will be covered under a subcontract to Barnstable County's Cape Cod Cooperative Extension through a memorandum of understanding. Murphy, Berman, and Reitsma are employees of Barnstable County and work as shared extension agents. Archer and Jarbeau are employees of Barnstable County and work as shared extension agents with fringe benefits for Archer and Jarbeau is covered by the Barnstable County's Cape Cod Cooperative Extension. A portion of this will be used for match as detailed below.

- Murphy: Fringe Request, 6 months = \$28,596
- Murphy: Match Provided, 3 months = \$14,298
- Berman: Fringe Request, 6 months = \$28,061
- Berman: Match Provided, 3 months = \$14,031
- Reitsma: Fringe Request, 6 months = \$24,261
- Reitsma: Match Provided, 3 months = \$12,131
- Archer: Match Provided, 3 months = \$8,322
- Jarbeau: Match Provided, 3 months = \$11,394

C. Permanent Equipment

- N/A

D. Expendable Supplies and Equipment

- This \$250 request for office supplies is based on prior year expenditures.

E. Travel

- Funds totaling \$13,770/year are requested for Murphy, Berman, Jarbeau, Archer, and Reitsma to cover two national trips (\$1,974/trip, including airfare, lodging, meals and registration) and four regional trips (\$1,245/trip, including transportation, lodging, meals, and registration) as well travel for onsite technical assistance on the mainland (\$1,936) and the islands (\$485). The two national trip and four regional trips will be shared among the 5 extension agents and typically include: Annual National

Shellfisheries Association Conference, Annual Milford Aquaculture Conference, NACE Conference (Northeast Aquaculture Conference & Exposition, Annual ESRI Users Conference, Association of State Floodplain Managers Annual Conference, and the National American Shore & Beach Preservation Association Annual Conference.).

Onsite Technical Assistance – Cape Cod and Southeast MA

Private auto mileage: 80 trips @ 88 miles @ \$0.55	3,872
	<u>3,872</u>
	\$ 3,872

Onsite Technical Assistance – Martha’s Vineyard and Nantucket

Ferry to Nantucket: 4 trips @ \$50	200
Ferry to Martha’s Vineyard: 10 trips @ \$17	170
Rental Car: 10 trips @ \$60	600
	<u>970</u>
	\$ 970

Regional Meeting

Registration	\$ 200
Hotel: 5 nights @ \$125/night	625
Private auto mileage: 400 miles @ \$0.55	220
Per diem: 5 days @ \$40/day	200
	<u>1,245 x 4 = \$4,980</u>
	\$ 1,245 x 4 = \$4,980

Professional Development: National Meeting

Registration	\$ 450
Hotel: 5 nights @ \$125/night	625
Airfare	500
Ground Transportation	199
Per diem: 5 days @ \$40/day	200
	<u>1,974 x 2 = 3,948</u>
	\$ 1,974 x 2 = 3,948

Grand Total for Year 2 Travel: \$13,770

F. Publications and Documentation Costs

- Funds are requested to print the proposed bulletins, pay page charges to professional journals, and publish proposed workshop proceedings. This amount is based on prior year expenditures and is the primary mechanism for distribution of results. We intend to create, print, and distribute new Sea Grant publications on Marine Program research projects such as shellfish site assessment.

G. Other Costs

- Books, Memberships
 - Funds are proposed for purchase of reference materials and memberships in professional societies for Murphy and Berman

- Meals
 - Funds are proposed to provide meals for the twice annual working group meetings of the outreach guidance group.
- Workshops
 - These funds are requested to defray the costs of proposed workshops, to keep registration costs reasonable.

Fiscal Year 2020 Subcontract to Barnstable County

A. Salaries and Wages

1a. Murphy and Berman are employees of Barnstable County and work as shared extension agents. Half of funding for PI's Murphy and Berman will be covered under a subcontract to Barnstable County's Cape Cod Cooperative Extension through a memorandum of understanding. A portion of this will be used for match as detailed below.

- Murphy: Salary Request, 6 months = \$46,577
- Murphy: Match Provided, 3 months = \$23,289
- Berman: Salary Request, 6 months = \$43,744
- Berman: Match Provided, 3 months = \$21,872

1b. Reitsma is an employee of Barnstable County and works as shared extension agent. Half of funding for Reitsma will be covered under a subcontract to Barnstable County's Cape Cod Cooperative Extension through a memorandum of understanding. A portion of this will be used for match as detailed below.

- Reitsma: Salary Request, 6 months = \$40,086
- Reitsma: Match Provided, 3 months = \$20,043

2a. Archer and Jarbeau are employees of Barnstable County and work as shared extension agents. Funding for Archer and Jarbeau is covered by the Barnstable County's Cape Cod Cooperative Extension. A portion of this will be used for match as detailed below.

- Archer: Match Provided, 3 months = \$20,043
- Jarbeau: Match Provided, 3 months = \$18,101

B. Fringe Benefits

1. Half of funding for fringe benefits for Murphy, Berman, and Reitsma will be covered under a subcontract to Barnstable County's Cape Cod Cooperative Extension through a memorandum of understanding. Murphy, Berman, and Reitsma are employees of Barnstable County and work as shared extension agents. Archer and Jarbeau are employees of Barnstable County and work as shared extension agents with fringe benefits for Archer and Jarbeau is covered by the Barnstable County's Cape Cod Cooperative Extension. A portion of this will be used for match as detailed below.

- Murphy: Fringe Request, 6 months = \$30,659
- Murphy: Match Provided, 3 months = \$15,329
- Berman: Fringe Request, 6 months = \$30,113
- Berman: Match Provided, 3 months = \$15,056
- Reitsma: Fringe Request, 6 months = \$25,966
- Reitsma: Match Provided, 3 months = \$12,983

- Archer: Match Provided, 3 months = \$8,899
- Jarbeau: Match Provided, 3 months = \$12,489

C. Permanent Equipment

- N/A

D. Expendable Supplies and Equipment

- This \$250 request for office supplies is based on prior year expenditures.

E. Travel

- Funds totaling \$6,885/year are requested for Murphy, Berman, Jarbeau, Archer, and Reitsma to cover one national trip (\$1,974/trip, including airfare, lodging, meals and registration) and two regional trips (\$1,245/trip, including transportation, lodging, meals, and registration) as well travel for onsite technical assistance on the mainland (\$1,936) and the islands (\$485). The one national trip and two regional trips will be shared among the 5 extension agents and typically include: Annual National Shellfisheries Association Conference, Annual Milford Aquaculture Conference, NACE Conference (Northeast Aquaculture Conference & Exposition, Annual ESRI Users Conference, Association of State Floodplain Managers Annual Conference, and the National American Shore & Beach Preservation Association Annual Conference.).

Onsite Technical Assistance – Cape Cod and Southeast MA

Private auto mileage: 40 trips @ 88 miles @ \$0.55	1,936
	<u>1,936</u>
	\$ 1,936

Onsite Technical Assistance – Martha’s Vineyard and Nantucket

Ferry to Nantucket: 2 trips @ \$50	100
Ferry to Martha’s Vineyard: 5 trips @ \$17	85
Rental Car: 5 trips @ \$60	300
	<u>485</u>
	\$ 485

Regional Meeting

Registration	\$ 200
Hotel: 5 nights @ \$125/night	625
Private auto mileage: 400 miles @ \$0.55	220
Per diem: 5 days @ \$40/day	200
	<u>1,245 x 2 = \$2,490</u>
	\$ 1,245 x 2 = \$2,490

Professional Development: National Meeting

Registration	\$ 450
Hotel: 5 nights @ \$125/night	625
Airfare	500
Ground Transportation	199
Per diem: 5 days @ \$40/day	200
	<u>1,974</u>
	\$ 1,974

Grand Total for Year 3 Travel: \$6,885

F. Publications and Documentation Costs

- Funds are requested to print the proposed bulletins, pay page charges to professional journals, and publish proposed workshop proceedings. This amount is based on prior year expenditures and is the primary mechanism for distribution of results. We intend to create, print, and distribute new Sea Grant publications on Marine Program research projects such as shellfish site assessment.

G. Other Costs

- Books, Memberships
 - Funds are proposed for purchase of reference materials and memberships in professional societies for Murphy and Berman
- Meals
 - Funds are proposed to provide meals for the twice annual working group meetings of the outreach guidance group.
- Workshops
 - These funds are requested to defray the costs of proposed workshops, to keep registration costs reasonable.

III. Fiscal Year 2021 Subcontract to Barnstable County

A. Salaries and Wages

1a. Murphy and Berman are employees of Barnstable County and work as shared extension agents. Half of funding for PI's Murphy and Berman will be covered under a subcontract to Barnstable County's Cape Cod Cooperative Extension through a memorandum of understanding. A portion of this will be used for match as detailed below.

- Murphy: Salary Request, 6 months = \$47,501
- Murphy: Match Provided, 3 months = \$23,751
- Berman: Salary Request, 6 months = \$44,619
- Berman: Match Provided, 3 months = \$22,309

1b. Reitsma is an employee of Barnstable County and works as shared extension agent. Half of funding for Reitsma will be covered under a subcontract to Barnstable County's Cape Cod Cooperative Extension through a memorandum of understanding. A portion of this will be used for match as detailed below.

- Reitsma: Salary Request, 6 months = \$40,888
- Reitsma: Match Provided, 3 months = \$20,444

2a. Archer and Jarbeau are employees of Barnstable County and work as shared extension agents. Funding for Archer and Jarbeau is covered by the Barnstable County's Cape Cod Cooperative Extension. A portion of this will be used for match as detailed below.

- Archer: Match Provided, 3 months = \$20,444
- Jarbeau: Match Provided, 3 months = \$18,998

B. Fringe Benefits

1. Half of funding for fringe benefits for Murphy, Berman, and Reitsma will be covered under a subcontract to Barnstable County's Cape Cod Cooperative Extension through a memorandum of understanding. Murphy, Berman, and Reitsma are employees of Barnstable County and work as shared extension agents. Archer and Jarbeau are employees of Barnstable County and work as shared extension agents with fringe benefits for Archer and

Jarbeau is covered by the Barnstable County's Cape Cod Cooperative Extension. A portion of this will be used for match as detailed below.

- Murphy: Fringe Request, 6 months = \$32,940
- Murphy: Match Provided, 3 months = \$16,470
- Berman: Fringe Request, 6 months = \$32,384
- Berman: Match Provided, 3 months = \$16,192
- Reitsma: Fringe Request, 6 months = \$27,852
- Reitsma: Match Provided, 3 months = \$13,926
- Archer: Match Provided, 3 months = \$9,352
- Jarbeau: Match Provided, 3 months = \$13,484

C. Permanent Equipment

- N/A

D. Expendable Supplies and Equipment

- This \$24 request is for office supplies.

E. Travel

- Funds totaling \$1,064/year are requested Berman to cover onsite technical assistance on the mainland (\$1,064).

Onsite Technical Assistance – Cape Cod and Southeast MA

Private auto mileage: 22 trips @ 88 miles @ \$0.55	1,064
	\$ 1,064

Grand Total for Year 4 Travel: \$1,064

F. Publications and Documentation Costs

- No funds are requested to print the proposed bulletins. If any bulletins are generated outside funding will be sought to pay for them.

G. Other Costs

- None

Appendix A
WHOI Cost Reimbursable Research Subaward Agreement
Closeout Document

Next 1 attached pages



WOODS HOLE OCEANOGRAPHIC INSTITUTION

SUBAWARD RELEASE OF CLAIMS

Subaward Number: _____ Prime Award Number: _____

Subrecipient: _____

Complete all sections checking boxes as appropriate, sign, date, and return to the attention of Grant & Contract Services, 266 Woods Hole Rd. MS #39, Woods Hole, MA 02543 or scan and email to abarton@whoi.edu

Section 1 - Financial

- There are NO outstanding claims against this subaward. *(No further claims will be honored after this box has been checked and the form signed and returned.)*
- Only the amount of \$_____ **included in the final claims voucher/invoice** is due. When the final claims voucher/invoice is paid by WHOI there will be no further claims against this subaward.
-

Section 2 - Patents

- There are no inventions to be reported under this subaward.
- Listed below are all inventions required to be reported under this subaward.

Name of Inventor:

Title(s) of Invention:

If an invention has resulted from this task please complete the following:

A complete Invention Disclosure has previously been submitted to WHOI, is attached to this form.

Section 3 - Federal Government Equipment

- There is neither government furnished equipment nor equipment purchased with money from this subaward to be reported under this subaward. (Please review subaward Terms & Conditions.)
- All government furnished equipment and reportable equipment purchased with money from this subaward have been delivered to the government or are awaiting disposition instructions.
-

Signature

Date

Typed/Printed Name and Title

Appendix B
WHOI Cost Reimbursable Research Subaward Agreement
Notice of Award

Next 18 attached pages

NOAA Sea Grant _ Award Notice

NOAA Sea Grant _ Amendment 1

Special Award Conditions

Award Number: NA18OAR4170104
Amendment Number: 0

1) Matching Requirement

Since this award requires the Recipient to provide \$199,550 in project-related costs from non-federal sources, the Recipient must maintain in its official accounting records an accounting of \$590,650.

2) Multi-Year Special Award Condition

(MULTI-YEAR) The award period and budget(s) incorporated into this award cover a four-year period for a total amount of \$4,469,888 in Federal funds. However, Federal funding available at this time is limited to \$391,100 for this funding period. Receipt of any prospective funding is contingent upon the availability of funds from Congress, satisfactory performance, continued relevance to program objectives, and will be at the sole discretion of the Department of Commerce. The Department of Commerce is not liable for any obligations, expenditures, or commitments which involve any amount in excess of the Federal amount presently available. The Recipient will be responsible for any and all termination costs it may incur should prospective funding not become available. No legal liability will exist or result on the part of the Federal Government for payment of any portion of the remaining funds which have not been made available under the award. Notifications affecting funding or notice of non-availability of additional funding for prospective years will be made only by the Grants Officer. The amendment to obligate prospective funding available shall be made on Form CD-451, "Amendment to Financial Assistance Award," if at all possible prior to the expiration of each year's activities.

The funding period for this award is 2/01/2018 through 1/31/2019 and may be extended through 1/31/2022.

3) New Award SAC

This award number NA18OAR4170104, to Woods Hole Oceanographic Institution, supports the work described in the Recipient's proposal entitled "Woods Hole Oceanographic Institution Sea Grant Omnibus Proposal, 2018-2022" dated 11/21/2017 and revised on 1/03/2018, which is incorporated into the award by reference. Where the terms of the award and proposal differ, the terms of the award shall prevail.

4) Required permit

In project R/M-69s, "Pond management and carbon storage in salt marshes", scientific sampling requiring a permit from Sandy Neck Beach Park and from the Town of Barnstable Conservation Department will not take place until such permit is obtained.

5) Post Award NEPA Review Process

Any projects selected under the future projects selection process must be reviewed for NEPA compliance by NOAA prior

to funding or executing them.

6) Future Competed Projects in FY20-21

Project will include future support of individual projects. Initiation of any selected project will not begin until FPO has certified that that project was competed and selected according to the rules of the selection process. This project contains future competed projects in FY20-21 totaling \$450,000.00 Federal and \$225,000.00 match.

7) Sea Grant Project Extension Special Award Condition

Authority is delegated to the Recipient to extend any projects or subawards incorporated in this Sea Grant Omnibus award up to, but not beyond, the approved grant project period without prior approval.

8) Cooperative Agreement

The Cooperative Agreement (CA) is between the National Oceanic and Atmospheric Administration's (NOAA) National Sea Grant Office (NSGO) and the recipient.

The substantial involvement between the Federal Agency and the recipient during performance of the activity is: the recipient proposal includes activities described as "future competed projects" that can make up a significant fraction of the total cost of the grant. These activities may not be conducted or funded until NOAA has determined that these projects are consistent with the purpose of the award and completed NEPA analyses on them.

9) Handling of Environmental Data or Peer -Reviewed Publications

1. Data Sharing: Environmental data collected or created under this Grant, Cooperative Agreement, or Contract must be made publicly visible and accessible in a timely manner, free of charge or at minimal cost that is no more than the cost of distribution to the user, except where limited by law, regulation, policy, or national security requirements. Data are to be made available in a form that would permit further analysis or reuse: data must be encoded in a machine-readable format, preferably using existing open format standards; data must be sufficiently documented, preferably using open metadata standards, to enable users to independently read and understand the data. The location (internet address) of the data should be included in the final report. Pursuant to NOAA Information Quality Guidelines, data should undergo quality control (QC) and a description of the QC process and results should be referenced in the metadata. 1,2

2. Timeliness: Data accessibility must occur no later than publication of a peer-reviewed article based on the data, or two years after the data are collected and verified, or two years after the original end date of the grant (not including any extensions or follow-on funding), whichever is soonest, unless a delay has been authorized by the NOAA funding program.

3. Disclaimer: Data produced under this award and made available to the public must be accompanied by the following

statement: "These data and related items of information have not been formally disseminated by NOAA, and do not represent any agency determination, view, or policy."

4. Failure to Share Data: Failing or delaying to make environmental data accessible in accordance with the submitted Data Management Plan, unless authorized by the NOAA Program, may lead to enforcement actions, and will be considered by NOAA when making future award decisions. Funding recipients are responsible for ensuring these conditions are also met by sub-recipients and subcontractors.

5. Funding acknowledgement: Federal funding sources shall be identified in all scholarly publications. An Acknowledgements section shall be included in the body of the publication stating the relevant Grant Programs and Award Numbers. In addition, funding sources shall be reported during the publication submission process using the FundRef mechanism (<http://www.crossref.org/fundref/>) if supported by the Publisher.

6. Manuscript submission: The final pre-publication manuscripts of scholarly publications produced with NOAA funding shall be submitted to the NOAA Institutional Repository at <http://library.noaa.gov/repository> after acceptance, and no later than upon publication, of the paper by a journal. NOAA will produce a publicly-visible catalog entry directing users to the published version of the article. After an embargo period of one year after publication, NOAA shall make the manuscript itself publicly visible, free of charge, while continuing to direct users to the published version of record.

7. Data Citation: Publications based on data, and new products derived from source data, must cite the data used according to the conventions of the Publisher, using unambiguous labels such as Digital Object Identifiers (DOIs). All data and derived products that are used to support the conclusions of a peer-reviewed publication must be made available in a form that permits verification and reproducibility of the results.

1 Failure to perform quality control does not constitute an excuse not to share data.

2 Data without QC are considered "experimental products" and their dissemination must be accompanied by explicit limitations on their quality or by an indicated degree of uncertainty.

10) Performance Progress Reports

The first Project Progress Report will cover a period of nine months from the start date of award. Following reports are due annually. All interim Project Progress Reports are due within 30 days of the reporting period end date. A comprehensive final Project Progress Report will be due no later than 90 days after the award expiration and will include the last interim reporting period.

BUDGET INFORMATION - Non-Construction Programs

OMB Number: 4040-0006
Expiration Date: 01/31/2019

SECTION A - BUDGET SUMMARY

Grant Program Function or Activity (a)	Catalog of Federal Domestic Assistance Number (b)	Estimated Unobligated Funds		New or Revised Budget		
		Federal (c)	Non-Federal (d)	Federal (e)	Non-Federal (f)	Total (g)
1. 2/1/2018 to 1/31/2019	11.417	\$	\$	\$ 1,117,472.00	\$ 567,047.00	\$ 1,684,519.00
2. 2/1/2019 to 1/31/2020	11.417			1,117,472.00	580,003.00	1,697,475.00
3. 2/1/2020 to 1/31/2021	11.417			1,117,472.00	568,913.00	1,686,385.00
4. 2/1/2021 to 1/31/2022	11.417			1,117,472.00	580,486.00	1,697,958.00
5. Totals		\$	\$	\$ 4,469,888.00	\$ 2,296,449.00	\$ 6,766,337.00

SECTION B - BUDGET CATEGORIES

6. Object Class Categories	GRANT PROGRAM, FUNCTION OR ACTIVITY				Total (5)
	(1) 2/1/2018 to 1/31/2019	(2) 2/1/2019 to 1/31/2020	(3) 2/1/2020 to 1/31/2021	(4) 2/1/2021 to 1/31/2022	
a. Personnel	\$ 256,246.00	\$ 266,041.00	\$ 143,453.00	\$ 148,481.00	\$ 814,221.00
b. Fringe Benefits	104,024.00	107,985.00	62,947.00	65,154.00	340,110.00
c. Travel	4,591.00	15,496.00	7,479.00	7,964.00	35,530.00
d. Equipment					
e. Supplies	13,644.00	12,580.00		1,000.00	27,224.00
f. Contractual	353,144.00	370,066.00	250,000.00	250,000.00	1,223,210.00
g. Construction					
h. Other	87,650.00	80,282.00	335,156.00	326,435.00	829,523.00
i. Total Direct Charges (sum of 6a-6h)	819,299.00	852,450.00	799,035.00	799,034.00	\$ 3,269,818.00
j. Indirect Charges	298,173.00	265,022.00	318,437.00	318,438.00	\$ 1,200,070.00
k. TOTALS (sum of 6i and 6j)	\$ 1,117,472.00	\$ 1,117,472.00	\$ 1,117,472.00	\$ 1,117,472.00	\$ 4,469,888.00
7. Program Income	\$	\$	\$	\$	\$

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SECTION C - NON-FEDERAL RESOURCES

(a) Grant Program		(b) Applicant	(c) State	(d) Other Sources	(e)TOTALS
8.	2/1/2018 to 1/31/2019	\$ 567,047.00	\$	\$	\$ 567,047.00
9.	2/1/2019 to 1/31/2020	580,003.00			580,003.00
10.	2/1/2020 to 1/31/2021	568,913.00			568,913.00
11.	2/1/2021 to 1/31/2022	580,486.00			580,486.00
12. TOTAL (sum of lines 8-11)		\$ 2,296,449.00	\$	\$	\$ 2,296,449.00

SECTION D - FORECASTED CASH NEEDS

	Total for 1st Year	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter
13. Federal	\$ 1,117,472.00	\$ 279,368.00	\$ 279,368.00	\$ 279,368.00	\$ 279,368.00
14. Non-Federal	\$ 567,047.00	141,762.00	141,762.00	141,762.00	141,761.00
15. TOTAL (sum of lines 13 and 14)	\$ 1,684,519.00	\$ 421,130.00	\$ 421,130.00	\$ 421,130.00	\$ 421,129.00

SECTION E - BUDGET ESTIMATES OF FEDERAL FUNDS NEEDED FOR BALANCE OF THE PROJECT

(a) Grant Program		FUTURE FUNDING PERIODS (YEARS)			
		(b)First	(c) Second	(d) Third	(e) Fourth
16.	2/1/2018 to 1/31/2019	\$ 279,368.00	\$ 279,368.00	\$ 279,368.00	\$ 279,368.00
17.	2/1/2019 to 1/31/2020	279,368.00	279,368.00	279,368.00	279,368.00
18.	2/1/2020 to 1/31/2021	279,368.00	279,368.00	279,368.00	279,368.00
19.	2/1/2021 to 1/31/2022	279,368.00	279,368.00	279,368.00	279,368.00
20. TOTAL (sum of lines 16 - 19)		\$ 1,117,472.00	\$ 1,117,472.00	\$ 1,117,472.00	\$ 1,117,472.00

SECTION F - OTHER BUDGET INFORMATION

21. Direct Charges:	1,819,055	22. Indirect Charges:	477,394
23. Remarks:			

DEPARTMENT OF COMMERCE
FINANCIAL ASSISTANCE
STANDARD TERMS AND CONDITIONS



31 March 2017

NOAA Financial Assistance Administrative Terms

This Federal assistance award will be implemented using “Grants Online,” a Federal solution for full life-cycle grants management processing. Grants Online allows the non-Federal entity, or recipient, to accept awards electronically, manage user roles for individuals within their organization, and submit post-award action requests, financial reports, performance progress reports, and tangible personal property and real property reports. Grants Online operates in a web environment, and can be accessed anywhere at any time, provided that you have Internet access. You will be required to use an Internet browser to log in and to use Grants Online. Internet Explorer is the preferred browser for PC users; FireFox is the preferred browser for Mac users. No software is required for installation. Logins and passwords are required. If you do not have a password, you can contact the Grants Online Help Desk for assistance in obtaining your login credentials.

For more information, contact the Grants Online Help Desk at GrantsOnline.HelpDesk@noaa.gov, (301) 444-2112, or toll free at 1-877-662-2478 between the hours of 8:00 a.m. and 6:00 p.m. Eastern Time Monday through Friday excluding Federal holidays.

Please refer to the NOAA website at:

http://www.corporateservices.noaa.gov/grantsonline/Process%20Maps/Award_and_Post_Award_OverviewOnly.pdf for additional information.

I. Award Payments – ASAP Enrollment

Consistent with 2 C.F.R. §200.305(a) and Department of Commerce Financial Assistance Standard Terms and Conditions, your award payments will be made through electronic funds transfers using the U.S. Department of the Treasury’s Automated Standard Application for Payments (ASAP) system. Non-Federal entities must enroll in ASAP system by first submitting an Organization Profile Change Request via Grants Online, which will include the following requirements:

- EIN#
- DUNS#
- Name of Organization
- Type of Organization (i.e. Non-profit, For Profit, State etc.)
- Address
- Point of Contact
- Title
- Point of Contact's Email Address
- Phone Number

II. Reporting

A. Financial Reports

Federal Financial Reports (SF-425), required by 2 C.F.R. §200.327 and Department of Commerce Financial Assistance Standard Term and Conditions, are to be completed in NOAA's Grants Online system. Grants Online will notify your organization via email when your reports are available for completion and submission through the Grants Online system. The status of all reports can be seen under —Associated Documents under the Grants File.

To complete a report, login to NOAA Grants Online at <https://grantsonline.rdc.noaa.gov>, search for the award and navigate to the Grants File overview page. Find the report near the bottom of the page and click on the link to the report to complete the report. For multiple awards that require Federal Financial Reports (SF-425) covering the same period, you may create and submit a multiaward SF-425 from the —Awards tab. For additional assistance with Grants Online, please review the Recipient Quick Reference Guide available at http://www.corporateservices.noaa.gov/grantsonline/Documents/Quick%20Reference%20Guides/GrantRecipients_Quick_Ref_Guide.pdf. This site also has additional detailed non-Federal entity assistance material. If you are having problems with accessing Grants Online, please contact the Grants Online Help Desk at 1-877-662-2478 or GrantsOnline.HelpDesk@noaa.gov.

1. Federal Financial Report (SF-425) - (final report only)
 - a. A final comprehensive Federal Financial Report must be submitted, within 90 days after award expiration. The report shall cover the entire project period from the start date through the end date of the original award, or approved extended end date of the award, and must include the cumulative total of indirect costs charged to the award.
2. Federal Financial Report (SF-425) - Due semi-annually; reported under the —"Federal Cash" line of the report.
 - a. The SF-425 shall be submitted on a semi-annual basis. If the non-Federal entity is reporting on more than one NOAA grant and/or agreement, then the SF-425 attachment must be used.
 - b. Interim semi-annual Federal Financial Reports (SF-425) are due no later than 30 days after the semi-annual reporting periods ending March 31 and September 30 for the entire project period of the award.
 - c. A final Federal Financial Report (SF 425) is due within 90 days after award expiration. The report shall cover the last semi-annual reporting period ending on September 30 or March 31, or a portion thereof, based on the end date or approved extended end date of the award.
 - d. The SF-425 is due for the non-Federal entity using ASAP for payment. If converting to ASAP during the course of the Award, the SF-425 forms will be due as described above starting with the ASAP conversion date.

3. Request for Advance or Reimbursement (SF-270)
 - a. The SF-270 shall NOT be submitted by the non-Federal entity using the Department of Treasury ASAP system unless specifically directed by a specific condition.
 - b. The SF-270 shall be submitted using the NOAA Grants Online system, as reimbursements are necessary for the financial management of the award.
 - c. For non-Federal entities that must submit a SF-270 based on a Corrective Action Plan or Special Award Condition, the agency may require, along with the submission of each SF-270, expense reports showing a breakdown of costs for each payment request or an invoice. A request for payment may be submitted monthly and no less than quarterly, through the Grants Online system for Grants Officer review and approval. Upon approval of the request for payment, funds will be released in ASAP within 7 business days.
 - d. Semi-annual Federal Financial Reports (SF-425) are not required if the SF-270 is used; however, a Final SF-425 will be required.
 - e. Reimbursements will be made through ASAP.

B. Performance Reports

Performance Progress Reports, required by 2 C.F.R. §200.327-328 and Department of Commerce Financial Assistance Standard Terms and Conditions, are to be completed in NOAA's Grants Online System. The Grants Online System will notify your organization through email when your reports are available for completion and submission through NOAA Grants Online. Non-Federal entities are responsible for ensuring all personnel listed on an award have a current email address. The status of reports can be seen under Associated Documents under the Grant File.

To complete your report, login to NOAA Grants Online at <https://grantsonline.rdc.noaa.gov/>, search for the award and navigate to the Grants File overview page. Then find the report near the bottom of the page and click on the link to the report to complete it. You must attach the report document for submission, or in the rare cases where there is very little to report, fill out the report in the report comments section. The Federal Program Officer is the authority on the acceptable form and content of Project Progress Reports. For additional assistance with Grants Online, please review the Recipient Quick Reference Guide available at http://www.corporateservices.noaa.gov/grantsonline/Documents/Quick%20Reference%20Guides/GrantRecipients_Quick_Ref_Guide.pdf. This site also has additional detailed Non-Federal entity assistance material. If you are having problems with your access to Grants Online, please contact the Grants Online Help Desk at 1-877-662-2478 or GrantsOnline.HelpDesk@noaa.gov.

1. Frequency: Performance reports are due on a semi-annual basis, unless otherwise specified in a specific condition, no later than 30 days following the end of each six (6) month period from the start date of the original award. The last semi-annual performance report is required. The final report, which summarizes activities conducted during the entire award must be submitted within 90 days following the end date of the project.

C. Property Reports and Disposition

Property records, including any documentation relating to disposition of property, required by 2 C.F.R. §200.311-314, are to be submitted in NOAA's Grants Online System, if applicable. The Tangible Personal Property Report (SF-428) and the Real Property Status Report (SF-429) should be included in documentation, as applicable. At the end of the period of performance, but no later than the closeout period, the non-Federal entity must report on property using the property forms (SF-428/SF-429 forms) located at <https://www.grants.gov/web/grants/forms/post-award-reporting-forms.html#sortby=1>. These include real property (§200.311), Federally-owned and exempt property (§200.312), equipment acquired with grant funds (§200.313), and residual inventory of unused supplies exceeding \$5,000 in total aggregate value (§200.314). Disposition instructions should be requested by the non-Federal entity. In addition, non-Federal entities may be required to submit annual reports on real property, per §200.329. Research awards should also refer to the Federal-Wide Research Terms and Conditions at <http://www.nsf.gov/awards/managing/rtc.jsp>.

D. Reporting Subawards and Executive Compensation

The non-Federal entity is reminded that Department of Commerce Financial Assistance Standard Terms and Conditions requires specified reporting regarding subawards and executive compensation. This information is not reported through Grants Online. Follow reporting instructions in the Department of Commerce Financial Assistance Standard Terms and Conditions.

III. Scientific Integrity

A. General Guidelines

1. **Maintaining Integrity.** The non-Federal entity shall maintain the scientific integrity of research performed pursuant to this grant or financial assistance award including the prevention, detection, and remediation of any allegations regarding the violation of scientific integrity or scientific and research misconduct, and the conduct of inquiries, investigations, and adjudications of allegations of violations of scientific integrity or scientific and research misconduct. All the requirements of this provision flow down to subrecipients.
2. **Peer Review.** The peer review of the results of scientific activities under a NOAA grant, financial assistance award, or cooperative agreement shall be accomplished to ensure consistency with NOAA standards on quality, relevance, scientific integrity, reproducibility, transparency, and performance. NOAA will ensure that peer review of "influential scientific information" or "highly influential scientific assessments" is conducted in accordance with the Office of Management and Budget (OMB) Final Information Quality Bulletin for Peer Review and NOAA policies on peer review, such as the Information Quality Guidelines.
3. In performing or presenting the results of scientific activities under the NOAA grant, financial assistance award, or cooperative agreement and in responding to allegations regarding the violation of scientific integrity or scientific and research misconduct, the non-Federal entity and all subrecipients shall comply with the provisions herein and NOAA

Administrative Order (NAO) 202-735D, Scientific Integrity, and its Procedural Handbook, including any amendments thereto. That Order can be found at <http://nrc.noaa.gov/ScientificIntegrityCommons.aspx>.

4. **Primary Responsibility.** The non-Federal entity shall have the primary responsibility to prevent, detect, and investigate allegations of a violation of scientific integrity or scientific and research misconduct. Unless otherwise instructed by the grants officer, the non-Federal entity shall promptly conduct an initial inquiry into any allegation of such misconduct and may rely on its internal policies and procedures, as appropriate, to do so.
5. By executing this grant, financial assistance award, or cooperative agreement the non-Federal entity provides its assurance that it has established an administrative process for performing an inquiry, investigating, and reporting allegations of a violation of scientific integrity or scientific and research misconduct; and that it will comply with its own administrative process for performing an inquiry, investigation, and reporting of such misconduct.
6. The non-Federal entity shall insert this provision in all subawards at all tiers under this grant, financial assistance award, or cooperative agreement.

B. Investigating Scientific Integrity or Scientific and Research Misconduct

1. **Initiating Investigation.** If the non-Federal entity or subrecipient determines that there is sufficient evidence to proceed to an investigation, it shall notify the grants officer and, unless otherwise instructed, the non-Federal entity or subrecipient shall:
 - a. Promptly conduct an investigation to develop a complete factual record and an examination of such record leading to either a finding regarding the violation of scientific integrity or scientific and research misconduct and an identification of appropriate remedies or a determination that no further action is warranted.
 - b. If the investigation leads to a finding regarding the violation of scientific integrity or scientific and research misconduct, obtain adjudication by a neutral third party adjudicator. The adjudication must include a review of the investigative record and, as warranted, a determination of appropriate corrective actions and sanctions.
2. **Finalizing Investigation.** When the investigation is complete, the non-Federal entity shall forward to the grants officer a copy of the evidentiary record, the investigative report, any recommendations made to the non-Federal entity adjudicating official, the adjudicating official's decision and notification of any corrective action taken or planned, and the subject's written response (if any).

C. Findings and Corrective Actions

If the non-Federal entity finds that scientific integrity has been violated or scientific and research misconduct has occurred, it shall assess the seriousness of the misconduct and its impact on the research completed or in process and shall:

- a. Take all necessary corrective actions, which includes, but are not limited to, correcting the research record, and, as appropriate, imposing restrictions, controls, or other parameters on research in process or to be conducted in the future, and
- b. Coordinate remedial action with the grants officer.

IV. Data Sharing Directive

The Data and Publication Sharing Directive for NOAA Grants, Cooperative Agreements, and Contracts ensures that environmental data funded extramurally by NOAA are made publicly accessible in a timely fashion (typically within two years of collection), and that final manuscripts of peer-reviewed research papers are deposited with the NOAA Central Library (upon acceptance by the journal, or no later than at time of publication). Therefore, non-Federal entities, or recipients, must make data produced under financial assistance publicly accessible in accordance with the Data Management Plan included with the Proposal, unless the grant program grants a modification or an exemption. The text of the Directive is available at <https://nosc.noaa.gov/EDMC/PD.DSP.php>.

V. Post Award Actions Requests

Grants Online provides the ability for non-Federal entities to submit post award action requests. The Department of Commerce requires that post award action requests be approved by an Authorized Representative. Grants Online enforces this business rule by routing all post award action requests through the non-Federal entity's Authorized Representative(s). Non-Federal entities, or recipients, must follow the guidance provided in Grants Online at http://www.corporateservices.noaa.gov/grantsonline/Documents/AAR_Assistance/Recipient_AAR_Help.pdf.

VI. Negotiated Indirect Cost Rate Agreements

This term supplements the Department of Commerce Financial Assistance Standard Terms and Conditions, Section B.06. Non-Federal entities must submit new or updated Negotiated Indirect Cost Rate Agreements (NICRA) to the NOAA Grants Office, when applicable. NICRAs can be submitted to the NOAA Grants Office through an email to the assigned Grants Specialist and Grants Officer for recordkeeping.

If the Department of Commerce (DOC)/NOAA is your organization's cognizant agency, the non-Federal entity may contact Lamar Revis, Grants Officer, NOAA Grants Management Division, 1325 East West Highway, 9th Floor, Silver Spring, MD 20910, or lamar.revis@noaa.gov. The negotiation and approval of a rate is subject to the procedures required by NOAA and the Department of Commerce Standard Terms and Conditions.

If an applicant has not previously established an indirect cost rate with a Federal agency they may choose to negotiate a rate with the Department of Commerce or use the de minimis indirect cost rate of 10% of Modified Total Direct Cost (as allowable under 2 C.F.R. §200.414).

VII. Research Terms and Conditions

For awards designated on the CD-450 as Research, the Department of Commerce Financial Assistance Standard Terms and Conditions and the Federal-wide Research Terms and Conditions as implemented by the Department of Commerce, currently at <https://www.nsf.gov/awards/managing/rtc.jsp>, both apply to the award. The Commerce Terms and the Research Terms are generally intended to harmonize with each other; however, where the Commerce Terms and the Research Terms differ in a Research award, the Research Terms prevail, unless otherwise indicated in a specific condition.

VIII. Audit Findings Follow-up and Corrective Action

In accordance with §200.511 and the Department of Commerce Financial Assistance Standard Terms and Conditions, Section D, an auditee is responsible for follow-up and corrective action on all audit findings. For information on the summary of prior year audit findings and the corrective action plan, please also refer to §200.511(b) (1) (2), and (3) (i) (ii) (iii), and refer to §200.516 Audit findings, paragraph (c).

Paragraph (c) Corrective action plan of §200.511 Audit Findings Follow-up, further states that at the completion of the audit, the auditee must prepare a corrective action plan to address each audit finding included in the current year auditor's reports. As defined in §200.26, a corrective action means action taken by the auditee that: (a) Corrects identified deficiencies; (b) Produces recommended improvements; or (c) Demonstrates that audit findings are either invalid or do not warrant auditee action. The corrective action plan must provide the name(s) of the contact person(s) responsible for corrective action, the corrective action planned, and the anticipated completion date. If the auditee does not agree with the audit findings or believes corrective action is not required, then the corrective action plan must include an explanation and specific reasons.

NOAA as either the cognizant, oversight or Federal awarding agency of the auditee is responsible for follow-up on audit findings to ensure that the non-Federal entity takes appropriate and timely corrective action. As part of audit follow-up, NOAA must: (i) Issue a management decision as prescribed in §200.521 Management decision; and (ii) Monitor the non-Federal entity taking appropriate and timely corrective action. For additional information on applicable Federal agency responsibilities of NOAA for follow-up with corrective actions, see §200.513 Responsibilities.

IX. Audit Resolution

Non-Federal entities that expend \$750,000 or more in Federal funds during the non-Federal entity's fiscal year in Federal awards must have a single or program-specific audit conducted for that year in accordance with §200.501. As provided in §200.513, a Federal awarding agency is responsible for issuing a management decision for findings that relate to Federal awards it makes to non-Federal entities.

As further prescribed in DOC's Departmental Administrative Order (DAO) 213-5, as revised on May 22 2015, and 2 C.F.R. Part 20 Subpart F, Department and operating unit personnel shall act promptly to resolve both the financial and nonfinancial issues identified in an audit report. Comments, arguments, and evidence (if any) submitted by the auditee and the operating unit shall be considered in resolving the findings. A DOC decision on the resolution of audit findings and recommendations will be made in accordance with the procedures and within the specified timeframes identified in DAO 213-5.

The audit action official shall issue the Management Decision and Audit Resolution Determination. The Management Decision and Audit Resolution Determination will be maintained in the official grant file and a copy will be forwarded to the Program Officer.

Recipients are afforded the opportunity to appeal the Audit Resolution Determination. The appeal process is the last opportunity for auditees to provide evidence to support their disputes. NOAA will not accept any submission from a recipient regarding an appeal after the established deadline, unless requested by the Grants Officer, the Office of Inspector General, or the Office of the General Counsel. After the Department renders a decision on an appeal, there are no other administrative appeals available.

An audit of the award may result in the disallowance of costs incurred by the recipient and the establishment of a debt (account receivable) due DOC.

Recipients are responsible for the repayment of audit-related debts and for the collection of audit-related debts from their sub recipients where an audit has determined funds are owed. This does not relieve the recipient of liability for the debt.

FORM CD-451
(REV 10-98) LF
DAO 203-26

U. S. DEPARTMENT OF COMMERCE

**AMENDMENT TO
FINANCIAL ASSISTANCE AWARD**

GRANT COOPERATIVE AGREEMENT

ACCOUNTING CODE

AWARD NUMBER

NA18OAR4170104

RECIPIENT NAME
WOODS HOLE OCEANOGRAPHIC INSTITUTION

AMENDMENT NUMBER

1

STREET ADDRESS
266 WOODS HOLE RD

EFFECTIVE DATE

03/01/2018

CITY, STATE, ZIP CODE
WOODS HOLE MA 02543-1536

EXTEND WORK COMPLETION TO

N/A

CFDA NO. AND PROJECT TITLE
11.417 Woods Hole Oceanographic Institution Sea Grant Omnibus Proposal, 2018-2022

COSTS ARE REVISED AS FOLLOWS	PREVIOUS ESTIMATED COST	ADD	DEDUCT	TOTAL ESTIMATED COST
FEDERAL SHARE OF COST	\$391,100.00	\$278,900.00	\$0.00	\$670,000.00
RECIPIENT SHARE OF COST	\$199,550.00	\$141,200.00	\$0.00	\$340,750.00
TOTAL ESTIMATED COST	\$590,650.00	\$420,100.00	\$0.00	\$1,010,750.00

REASON(S) FOR AMENDMENT

1. To provide continued funding for the project entitled "Woods Hole Oceanographic Institution Sea Grant Omnibus Proposal, 2018-2022" per the recipient's application dated 11/21/2017, and revision dated 1/03/2018, which are incorporated by reference.
2. To revise NOAA Administrative Special Award Conditions.

This Amendment approved by the Grants Officer is issued in triplicate and constitute an obligation of Federal funding. By signing the three documents, the Recipient agrees to comply with the Amendment provisions checked below and attached, as well as previous provisions incorporated into the Award. Upon acceptance by the Recipient, two signed Amendment documents shall be returned to the Grants Officer and the third document shall be retained by the Recipient. If not signed and returned without modification by the Recipient within 30 days of receipt, the Grants Officer may unilaterally terminate this Amendment.

Special Award Conditions (Attachment B)

Line Item Budget (Attachment A)

Other(s)

SIGNATURE OF DEPARTMENT OF COMMERCE GRANTS OFFICER

Alan Conway

TITLE

Grants Officer

DATE

03/12/2018

TYPE NAME AND SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL

Amy Chadburn

TITLE

Grants Administrator

DATE

03/27/2018

Special Award Conditions

Award Number: NA18OAR4170104

Amendment Number: 1

1) Multi-Year Special Award Condition

(REVISED MULTI-YEAR) The award period and budget(s) incorporated into this award cover a four-year period for a total amount of \$4,469,888 in Federal funds. However, Federal funding available at this time is limited to \$670,000 for this funding period. Receipt of any prospective funding is contingent upon the availability of funds from Congress, satisfactory performance, continued relevance to program objectives, and will be at the sole discretion of the Department of Commerce. The Department of Commerce is not liable for any obligations, expenditures, or commitments which involve any amount in excess of the Federal amount presently available. The Recipient will be responsible for any and all termination costs it may incur should prospective funding not become available. No legal liability will exist or result on the part of the Federal Government for payment of any portion of the remaining funds which have not been made available under the award. Notifications affecting funding or notice of non-availability of additional funding for prospective years will be made only by the Grants Officer. The amendment to obligate prospective funding available shall be made on Form CD-451, "Amendment to Financial Assistance Award," if at all possible prior to the expiration of each year's activities.

The funding period for this award is 2/01/2018 through 1/31/2019 and may be extended through 1/31/2022.

2) Matching Requirement

Since this award requires the Recipient to provide \$141,200 in project-related costs from non-federal sources, the Recipient must maintain in its official accounting records an accounting of \$420,100.

Appendix C
WHOI Cost Reimbursable Research Subaward Agreement
Data Management/Data Sharing Plan

Next ___1___ attached pages

Data Management Plan

Woods Hole Sea Grant WQ Monitoring

The water quality monitoring portion of this project will collect a significant amount of environmental data. Data to be collected are marine water temperature, salinity, depth, pressure, pH, dissolved oxygen, turbidity, and chlorophyll. In situ instruments log these parameters every 15 minutes at 5 established sites, contributing to a long-term dataset. Sites are located in Wellfleet Harbor, Barnstable Harbor, Duxbury Bay, Cotuit Bay, and Pleasant Bay in areas adjacent to significant shellfish aquaculture activity. Data collection will occur between March and December of each year by a representative of Woods Hole Sea Grant. Following monthly visits to calibrate instruments and download data, these data will be managed as machine-readable .csv files, and data will be freely available by request on an ongoing basis. At the end of each season, starting 12/2018, summarized data by site for the preceding season will be available on the Cape Cod Cooperative Extension website. All data collected during the project period will be freely available by project completion.

In addition, two of the sites have cellular telemetry capability and environmental data will be relayed every hour (near real-time) to a web hosting service. This web hosting (<http://wqdatalive.com/public/103>) is open to the public and allows for viewing in tabular and graphical format and is linked to the Cape Cod Cooperative Extension and Woods Hole Sea Grant websites. Cape Cod Cooperative Extension has maintained this web-based and archival data management activity for over 10 years. Contact Josh Reitsma at jreitsma@barnstablecounty.org for more information or to make a data request.

Attachment 3B
WHOI Cost Reimbursable Subawardee Data Sheet

In an effort to make the Subcontract reporting required by The Federal Funding Accountability and Transparency Act accurate, Woods Hole Oceanographic Institution asks for the following Subrecipient Information as it pertains to the DUNS number reported.

Subrecipient is currently registered in SAM <input type="checkbox"/> Yes <input type="checkbox"/> No			
Subrecipient EIN #			
Subrecipient DUNS #:			
Subrecipient Legal Name:			
Subrecipient Doing Business As Name:			<input type="checkbox"/> N/A
Subrecipient Address: No.		Street:	
City:		State:	
Country:	Zip+4:	Congressional District:	
Subrecipient Parent : and associated:	Name:		<input type="checkbox"/> N/A
	DUNS #:		
Amount of Subcontract:			
Subcontract Obligation/Action Date:			
CFDA Program Number(s):		Federal Agency ID:	
If SOW exceeds 4000 characters, please include a <i>Collaborator Federal Award Project Description:</i>			
The Principal Place of Performance of the Research Project: or <input type="checkbox"/> same as above			
Street:		City:	
State:	Country:	Zip code+4:	Congressional District:
Subcontract Number issued by WHOI:			
<p>In the preceding completed fiscal year, the Subrecipient received (1) 80 percent or more of its annual gross revenues and (2) \$25,000,000 or more in annual gross revenues; from U.S. federal contracts, subcontracts, loans, grants, subgrants, and/or cooperative agreements?:</p> <p><input type="checkbox"/> if no. <i>No further responses required. Please advance to signatures.</i></p> <p><input type="checkbox"/> if yes...then please continue on next page.....</p>			

Does the public have access to information about the compensation of the executives in the Subrecipient's business or organization through periodic reports?

if yes... Available at:

if no ...

Please enter the following information for the five (5) most highly compensated executives of the Subrecipient's organization. (*Total Compensation Amount for the preceding fiscal year in U.S. whole dollars up to 12 digit*)

Name:

Amount:

Name:

Amount:

Name:

Amount:

Name:

Amount:

Name:

Amount:

Authorized Official of Subrecipient

Date

Title

AGENDA ITEM 8c

Authorizing the creation of a new fund for the execution of a sub-award grant agreement with the United States National Oceanic and Atmospheric Administration (NOAA)/Woods Hole Oceanographic Institute (WHOI) awarding funding in the amount of \$985,500.00, to the Cape Cod Cooperative Extension, to support the Woods Hole Sea Grant Marine Extension Program Sea Grant Program, for the period of February 01, 2018 through January 31, 2022



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
Julie Ferguson
(508) 375-6879 phone



DATE: April 25, 2018
TO: County Commissioners
FROM: Julie Ferguson
SUBJECT: New Fund Memo
Woods Hole Oceanographic Institute (WHOI)
SEA GRANT EXTENSION PROGRAM 2018-2021 OMNIBUS PROPOSAL

Woods Hole Sea Grant Marine Extension Program is a sub-award in the amount of **\$985,500.00** that is made to Cooperative Extension from (WHOI) the awardee of a prime federal award from National Oceanic & Atmospheric Administration (NOAA).

This program focuses its attention on the marine and coastal issues in Southeastern Massachusetts emphasizing the application of research in the social and natural sciences. This grant will be incrementally budgeted and funded over 48 months.

Please sign for new fund to be created to receive the above grant funds.

Respectfully submitted,

Julie Ferguson, Director
Resource Development Office

Leo Cakounes
County Commissioner

Ron Beaty
County Commissioner

Mary Pat Flynn
County Commissioner

Date

AGENDA ITEM 8d

Authorizing the execution of a contract, for a grant from the United States Department of Housing and Urban Development (HUD), in the amount of \$55,594.00, for the period November 1, 2018 through October 31, 2019, for Fiscal Year 2017 funding on Continuum of Care (CoC) Coordinated Entry System (CES) Expansion



U.S. Department of Housing and Urban Development

MASSACHUSETTS STATE OFFICE, NEW ENGLAND AREA
Office of Community Planning and Development
Thomas P. O'Neill, Jr. Federal Building
10 Causeway Street - Fifth Floor
Boston, Massachusetts 02222-1092

Fax (617) 565-5442



Beth Albert
Director
Barnstable County Human Services
3195 Main Street
Barnstable, MA 02630

Dear Ms. Albert:

APR - 4 2018

SUBJECT: Transmittal: FY2017 CONTINUUM OF CARE PROGRAM
Renewal Grant Agreement

Congratulations on the final selection for funding under the Department of Housing and Urban Development (HUD) FY2017 Continuum of Care competition. Enclosed are two (2) of the Exhibit- Scope of Work for the below grant:

Table with 3 columns and 1 row containing the grant ID MA0557L1T031701

The FY2015 grant agreement and the enclosed FY2017 scope of work constitute the legal agreement between your organization and HUD. Please follow the steps below to process the Exhibit-Scope of Work:

- 1. Have your authorized representative sign and date both (2) copies of the Exhibit-Scope of Work.
2. Retain one copy of the Exhibit-Scope of Work within your organization.
3. Scan one copy of the executed copy of the Exhibit-Scope of Work along with SAM (System Award Management) detail printout and email your assigned CPD Representative, Cleonie Mainvielle, at cleonie.mainvielle@hud.gov and David Manganis, CPD Program Assistant, at david.m.manganis@hud.gov.
4. Mail a hard copy of the executed Exhibit-Scope of Work to this office within 7 days from the date of this letter.

If any financial information requires a revision, please utilize the following documents, if applicable:

- The LOCCS/VRS Access Authorization Form (HUD -27054E) http://portal.hud.gov/hudportal/documents/huddoc?id=27054E.pdf
The Direct Deposit Form (SF-1199A) http://www.irs.gov/pub/irs-utl/sf-1199-a_dirdeposit.pdf

Additional information can be found at:

http://portal.hud.gov/hudportal/HUD?src=/program_offices/cfo/loccs_guidelines or
http://portal.hud.gov/hudportal/HUD?src=/espanol

Please submit any request for revision to your CPD Representative for processing. If we can offer any further assistance, please do not hesitate to contact Cleonie Mainvielle at 617-994-8520 or cleonie.mainvielle@hud.gov.

Sincerely,
Paul Connolly
Program Manager

Enclosures

Tax ID Number: 04-6001419
Grant Number: MA0557L1T031701
Effective Date: March 29, 2018
DUNS Number: 076612407

**SCOPE OF WORK for
FY 2017 COMPETITION
(funding 1 project in CoCs with multiple recipients)**

1. The project listed on this Scope of Work is governed by the Act and Rule, as they may be amended from time to time. The project is also subject to the terms of the Notice of Funds Availability for the fiscal year competition in which the funds were awarded and to the applicable annual appropriations act.
2. HUD designations of Continuums of Care as High-performing Communities (HPCs) are published in the HUD Exchange in the appropriate Fiscal Years' CoC Program Competition Funding Availability page. Notwithstanding anything to the contrary in the Application or this Grant Agreement, Recipient may only use grant funds for HPC Homelessness Prevention Activities if the Continuum that designated the Recipient to apply for this grant was designated an HPC for the applicable fiscal year.
3. Recipient is not a Unified Funding Agency and was not the only Applicant the Continuum of Care designated to apply for and receive grant funds and is not the only Recipient for the Continuum of Care that designated it. HUD's total funding obligation for this grant is **\$55594** for project number **MA0557L1T031701**. If the project is a renewal to which expansion funds have been added during this competition, the Renewal Expansion Data Report, including the Summary Budget therein, in e-snaps is incorporated herein by reference and made a part hereof. In accordance with 24 CFR 578.105(b), Recipient is prohibited from moving more than 10% from one budget line item in a project's approved budget to another without a written amendment to this Agreement. The obligation for this project shall be allocated as follows:

a. Continuum of Care planning activities	\$0
b. UFA costs	\$0
c. Acquisition	\$0
d. Rehabilitation	\$0
e. New construction	\$0
f. Leasing	\$0
g. Rental assistance	\$0
h. Supportive services	\$50594
i. Operating costs	\$0
j. Homeless Management Information System	\$0
k. Administrative costs	\$5000
l. Relocation costs	\$0
m. Housing relocation and stabilization services	\$0

Tax ID Number: 04-6001419

Grant Number: MA0557L1T031701

Effective Date: March 29, 2018

DUNS Number: 076612407

4. The performance period for the project begins 11/1/2018 and ends 10/31/2019. No funds for new projects may be drawn down by Recipient until HUD has approved site control pursuant to §578.21 and §578.25 and no funds for renewal projects may be drawn down by Recipient before the end date of the project's final operating year under the grant that has been renewed.
5. If grant funds will be used for payment of indirect costs, the Recipient is authorized to insert the Recipient's federally recognized indirect cost rates on the attached Federally Recognized Indirect Cost Rates Schedule, which Schedule shall be incorporated herein and made a part of the Agreement. No indirect costs may be charged to the grant by the Recipient if their federally recognized cost rate is not listed on the Schedule.
6. The project has not been awarded project-based rental assistance for a term of fifteen (15) years. Additional funding is subject to the availability of annual appropriations.

FEDERALLY RECOGNIZED INDIRECT COST RATE SCHEDULE

Grant No.	Recipient Name	Indirect cost rate	Cost Base
_____	_____	_____ %	_____

This agreement is hereby executed on behalf of the parties as follows:

**UNITED STATES OF AMERICA,
Secretary of Housing and Urban Development**

By:



(Signature)

Robert Shumeyko, Director

(Typed Name and Title)

March 29, 2018

(Date)

RECIPIENT

Barnstable County Human Services

(Name of Organization)

By:

(Signature of Authorized Official)

John T. Yunits, Jr., County Administrator

(Typed Name and Title of Authorized Official)

(Date)

Leo G. Cakounes, Chair
County Commissioners

Mary Pat Flynn, Commissioner

Ronald R. Beaty, Vice-Chair

AGENDA ITEM 8e

Authorizing the creation of a new fund, for a grant from the United States Department of Housing and Urban Development (HUD), in the amount of \$55,594.00, for the period November 1, 2018 through October 31, 2019, for Fiscal Year 2017 funding on Continuum of Care (CoC) Coordinated Entry System (CES) Expansion (NO DOCUMENTS)

AGENDA ITEM 8f

Authorizing the execution of a contract renewal, for a grant from the United States Department of Housing and Urban Development (HUD), in the amount of \$29,698.00, for the period November 1, 2018 through October 31, 2019, for Fiscal Year 2017 funding on the Continuum of Care (CoC) Coordinated Entry System (CES)



Received DITS 4.18.18
EM

U.S. Department of Housing and Urban Development

MASSACHUSETTS STATE OFFICE, NEW ENGLAND AREA
Office of Community Planning and Development
Thomas P. O'Neill, Jr. Federal Building
10 Causeway Street - Fifth Floor
Boston, Massachusetts 02222-1092

Fax (617) 565-5442

Beth Albert
Director
Barnstable County Human Services
3195 Main Street
Barnstable, MA 02630

Dear Ms. Albert:

SUBJECT: Transmittal: FY2017 CONTINUUM OF CARE PROGRAM
Renewal Grant Agreement

APR 12 2018

Congratulations on the final selection for funding under the Department of Housing and Urban Development (HUD) FY2017 Continuum of Care competition. Enclosed are two (2) of the Exhibit- Scope of Work for the below grant:

MA0534L1T031702		
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The FY2015 grant agreement and the enclosed FY2017 scope of work constitute the legal agreement between your organization and HUD. Please follow the steps below to process the Exhibit-Scope of Work:

1. Have your authorized representative sign and date both (2) copies of the Exhibit-Scope of Work.
2. Retain one copy of the Exhibit-Scope of Work within your organization.
3. Scan one copy of the executed copy of the Exhibit-Scope of Work along with SAM (System Award Management) detail printout and email your assigned CPD Representative, Cleonie Mainvielle, at cleonie.mainvielle@hud.gov and David Manganis, CPD Program Assistant, at david.m.manganis@hud.gov.
4. Mail a hard copy of the executed Exhibit-Scope of Work to this office **within 7 days** from the date of this letter.

If any financial information **requires a revision**, please utilize the following documents, if applicable:

- The LOCCS/VRS Access Authorization Form (HUD -27054E) <http://portal.hud.gov/hudportal/documents/huddoc?id=27054E.pdf>
- The Direct Deposit Form (SF-1199A) http://www.irs.gov/pub/irs-utl/sf-1199-a_dirdeposit.pdf

Additional information can be found at:

http://portal.hud.gov/hudportal/HUD?src=/program_offices/cfo/loccs_guidelines or
<http://portal.hud.gov/hudportal/HUD?src=/espanol>

Please submit any request for revision to your CPD Representative for processing. If we can offer any further assistance, please do not hesitate to contact Cleonie Mainvielle at 617-994-8520 or cleonie.mainvielle@hud.gov.

Sincerely,


Paul Connolly
Program Manager

Enclosures

Tax ID Number: 04-6001419
Grant Number: MA0534L1T031702
Effective Date: April 11, 2018
DUNS Number: 076612407

**SCOPE OF WORK for
FY 2017 COMPETITION
(funding 1 project in CoCs with multiple recipients)**

1. The project listed on this Scope of Work is governed by the Act and Rule, as they may be amended from time to time. The project is also subject to the terms of the Notice of Funds Availability for the fiscal year competition in which the funds were awarded and to the applicable annual appropriations act.
2. HUD designations of Continuums of Care as High-performing Communities (HPCs) are published in the HUD Exchange in the appropriate Fiscal Years' CoC Program Competition Funding Availability page. Notwithstanding anything to the contrary in the Application or this Grant Agreement, Recipient may only use grant funds for HPC Homelessness Prevention Activities if the Continuum that designated the Recipient to apply for this grant was designated an HPC for the applicable fiscal year.
3. Recipient is not a Unified Funding Agency and was not the only Applicant the Continuum of Care designated to apply for and receive grant funds and is not the only Recipient for the Continuum of Care that designated it. HUD's total funding obligation for this grant is **\$29698** for project number **MA0534L1T031702**. If the project is a renewal to which expansion funds have been added during this competition, the Renewal Expansion Data Report, including the Summary Budget therein, in e-snaps is incorporated herein by reference and made a part hereof. In accordance with 24 CFR 578.105(b), Recipient is prohibited from moving more than 10% from one budget line item in a project's approved budget to another without a written amendment to this Agreement. The obligation for this project shall be allocated as follows:

a. Continuum of Care planning activities	\$0
b. UFA costs	\$0
c. Acquisition	\$0
d. Rehabilitation	\$0
e. New construction	\$0
f. Leasing	\$0
g. Rental assistance	\$0
h. Supportive services	\$27098
i. Operating costs	\$0
j. Homeless Management Information System	\$0
k. Administrative costs	\$2600
l. Relocation costs	\$0
m. Housing relocation and stabilization services	\$0

Tax ID Number: 04-6001419

Grant Number: MA0534L1T031702

Effective Date: April 11, 2018

DUNS Number: 076612407

4. The performance period for the project begins 11/1/2018 and ends 10/31/2019. No funds for new projects may be drawn down by Recipient until HUD has approved site control pursuant to §578.21 and §578.25 and no funds for renewal projects may be drawn down by Recipient before the end date of the project's final operating year under the grant that has been renewed.
5. If grant funds will be used for payment of indirect costs, the Recipient is authorized to insert the Recipient's federally recognized indirect cost rates on the attached Federally Recognized Indirect Cost Rates Schedule, which Schedule shall be incorporated herein and made a part of the Agreement. No indirect costs may be charged to the grant by the Recipient if their federally recognized cost rate is not listed on the Schedule.
6. The project has not been awarded project-based rental assistance for a term of fifteen (15) years. Additional funding is subject to the availability of annual appropriations.

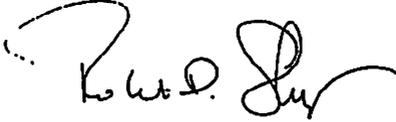
FEDERALLY RECOGNIZED INDIRECT COST RATE SCHEDULE

<u>Grant No.</u>	<u>Recipient Name</u>	<u>Indirect cost rate</u>	<u>Cost Base</u>
_____	_____	_____ %	_____

This agreement is hereby executed on behalf of the parties as follows:

**UNITED STATES OF AMERICA,
Secretary of Housing and Urban Development**

By:



(Signature)

Robert Shumeyko, Director

(Typed Name and Title)

April 11, 2018

(Date)

RECIPIENT

Barnstable County Human Services

(Name of Organization)

By:

(Signature of Authorized Official)

John T. Yunits, Jr., County Administrator

(Typed Name and Title of Authorized Official)

(Date)

AGENDA ITEM 8g

Authorizing the creation of a new fund, for the renewal of an agreement, for a grant from the United States Department of Housing and Urban Development (HUD), in the amount of \$29,698.00, for the period November 1, 2018 through October 31, 2019, for Fiscal Year 2017 funding on the Continuum of Care (CoC) Coordinated Entry System (CES)
(NO DOCUMENTS)

AGENDA ITEM 8h

Authorizing an application for a grant from the Massachusetts Department of Public Health to support a Tobacco Control Program

APPLICATION FOR GRANTS AND SUBSIDIES (PP OBJECT CLASS)

It is the responsibility of the prospective Bidder and awarded Contractor to maintain an active registration in COMMBUYS and to keep current the email address of the Bidder's contact person and prospective contract manager, if awarded a contract, and to monitor that email inbox for communications from the Purchasing Department, including requests for clarification. The Purchasing Department and the Commonwealth assume no responsibility if a prospective Bidder's/awarded Contractor's designated email address is not current, or if technical problems, including those with the prospective Bidder's/awarded Contractor's computer, network or internet service provider (ISP) cause email communications sent to/from the prospective Bidder/Awarded contractor and the Purchasing Department to be lost or rejected by any means including email or spam filtering. To register go to www.COMMBUYS.com.

This BID requires the submission of electronic quotes. **All Bidders are advised to allow adequate time for submission of their quotes by considering potential online impediments like Internet traffic, Internet connection speed, file size, and file volume.** DPH is not responsible for delays encountered by Bidders or their agents, or for a Bidder's local hardware failures, such as computers or related networks, associated with bid compilation or submission. Bids submitted via COMMBUYS are time stamped by the COMMBUYS system clock which is considered the official time of record.

Name/Title of Grant: Municipal Board of Health Tobacco and Public Health Policy Programs

COMMBUYS BID Number: BD-18-1031-BCHAP-BCH01-25585

DPH RFR Document File Number: 190128

1. Description or Purpose of Grant:

Please note that this is a reopening of RFR 190128 Municipal Board of Health Tobacco and Public Health Policy Programs originally posted under bid number: BD-18-1031-BCHAP-BCH01-19365 to allow for additional submissions or revised submissions. This RFR is open to regional applicants only; no remaining municipalities qualify under the previous 'single city' eligibility criteria. Proposals may be submitted for \$40,000-\$125,000 annually; approximately 3-6 awards will be made. No other changes the RFR scope or requirements have been made. Please see this link for more information:

<https://www.commbuys.com/bs0/external/bidDetail.sdo?docId=BD-18-1031-BCHAP-BCH01-19365&external=true&parentUrl=bid>

The Massachusetts Department of Public Health (MDPH) Bureau of Community Health and Prevention's Massachusetts Tobacco Cessation and Prevention program (MTCP) is issuing this Request for Response (RFR) to invite responses from qualified vendors to implement municipal tobacco and public health programming. Programs and strategies will support MTCP goals and priorities of: reducing the prevalence of tobacco use, preventing youth initiation of tobacco use, reducing exposure to secondhand smoke, and eliminating tobacco-related disparities. This work supports MDPH's mission to prevent illness, injury, and premature death; assure access to high quality public health services; and promote wellness and health equity for all people in the Commonwealth.

The purpose of Municipal Board of Health Tobacco and Public Health Policy Programs is to enact and enforce policies, systems, and environmental changes that reduce tobacco use, protect the public from secondhand smoke, and improve local public health. Primary scope of service components include: a) Tobacco Retail Surveillance and Data Collection; b) Enforcement of Local and State Tobacco Policies; c) Policy Promotion; and d) Program Administration. Interventions will be consistent with best practices around tobacco prevention and control and should focus on policy, systems, and environmental change strategies to reduce the prevalence of tobacco use, prevent youth initiation of smoking, reduce exposure to secondhand smoke, eliminate tobacco-related disparities, and promote health equity.

Only regional planning agencies or regional government councils representing the local board of health or municipalities are eligible to receive these grant funds. Applicants must be located within the Commonwealth of Massachusetts and apply for funding as a collaborative/regional program.

MTCP anticipates awarding approximately 3-6 contracts ranging from \$40,000-\$125,000.00 each.

2. Contact Information

Contact Person: Jacqueline Doane
Title: Manager of Community Programs, Massachusetts Tobacco Cessation and Prevention Program
Address: 250 Washington Street, Boston, MA 02108
Telephone #: 617-624-5473
Fax #: 617-624-5921
E-mail or Internet Address: Jacqueline.doane@state.ma.us

3. Applicable Procurement Law

Check Appropriate Box ("X"):	Type of Purchase	Applicable Laws
	Executive Branch Goods and Services	
<input type="checkbox"/>	Goods and Services	MGL c. 7, § 22; c. 30, § 51, § 52; 801 CMR 21.00
<input type="checkbox"/>	Human and Social Services	MGL c. 7, § 22, § 22N; c. 30, § 51, § 52; 801 CMR 21.00; 808 CMR 1.00
<input type="checkbox"/>	Legal Services	MGL c. 30, § 51, § 52 and § 65; c. 7, § 22; and 801 CMR 21.01(2) (b)
<input checked="" type="checkbox"/>	Grants	MGL c. 7A, § 7; St. 1986 c. 206, § 17; 815 CMR 2.00

4. Anticipated Payment Methodology:

Check One ("X"):	Category
<input type="checkbox"/>	Lump Sum
<input checked="" type="checkbox"/>	Periodic Scheduled Installments
<input type="checkbox"/>	Cost Reimbursement
<input type="checkbox"/>	Other:

5. Whether Single Or Multiple Grantees Are Required For Grant(s)

Check One ("X"):	
<input type="checkbox"/>	Single Grantee
<input checked="" type="checkbox"/>	Multiple Grantees

6. Expected Duration Of Grant (Initial Duration and Any Options to Renew)

(Subject to appropriation or the availability of sufficient non-appropriated funds under the grant funding authority)

Anticipated Initial Duration up to: 9 months; 3 year(s)

Anticipated Renewal Options: 3 options to renew for 2 year(s) each option

Final End Date of this Procurement: June 30, 2028

7. Anticipated Expenditures, Funding Or Compensation For Expected Duration

Estimated Value of the Grant (Including Anticipated Renewal Options): \$4,600,000.00

Will Federal Funds be used to fund any part of Grant(s)? NO, YES (If YES, to what extent?):

Federal funds will be used to fund approximately 50% of the grant

Payment through [Electronic Funds Transfer](#) is required for any contract awarded through this solicitation. Please see the COMMBUYS Bid Solicitation; File Attachments Section for this form.

Grantees receiving federal grant funds will be considered sub-recipients for federal grant purposes and will be required to comply with applicable federal requirements, including but not limited to sub-recipient audit requirements under OMB Circular A-133.

The funds received in advance of expenditure by a grantee for a capital budget item must be held in a segregated non-interest bearing account and must be expended within 60 days (for policy information on spending capital funds see: Office of the State Comptroller, State Grants and Federal Sub-grants:

www.mass.gov/Aosc/docs/policies_procedures/contracts/po_procon_state_grants_fed_sub.doc).

Funds Balance Forward Requirement for Capital, Trust and Federal Accounts Only: Any funds designated in the budget that are unspent in any fiscal year will not be available for expenditure in the subsequent fiscal year without a formal contract amendment re-authorizing these funds. The maximum obligation of the contract will automatically be reduced by the amount of the unspent funds from the prior fiscal year.

8. Indicate Grant Scope and Performance Requirements:

Background

MTCP is a statewide public health program focused on comprehensive approaches to reduce tobacco and nicotine use. Its mission is to reduce the health and economic burden of tobacco use by preventing young people from starting to smoke, helping current smokers to quit, protecting children and adults from secondhand smoke, and identifying and eliminating tobacco-related disparities.

While Massachusetts' tobacco use and initiation rates have significantly declined since MTCP's inception, smoking remains the number one cause of preventable death and disability in the Commonwealth and significant health disparities remain. Additionally, tobacco use continues to cost the Commonwealth thousands of lives and billions of dollars each year in smoking-attributable health care costs and lost productivity. Comprehensive statewide programs, such as the model adopted by MTCP, are an evidence-based way to address health care costs and protect the lives of future generations. Municipal Board of Health Tobacco Programs, the focus of this RFR, will advance MTCP's mission by supporting municipalities seeking to implement local policies, systems, and environmental change strategies that prevent and reduce tobacco use, reduce exposure to secondhand smoke, and eliminate tobacco-related disparities.

Eligibility and Application Types

Applications for regional collaborative programs may be submitted on behalf of municipalities applying together to form a program by:

- A lead city/town's health department chosen from among the applicant municipalities to serve as their programmatic lead and fiscal agent
- A Regional Planning Agency chosen by the applicant municipalities to serve as their programmatic lead and fiscal agent
- A Regional Council of Governments chosen by the applicant municipalities to serve as their programmatic lead and fiscal agent

Applications must meet these requirements:

- Have no less than 2 and no more than 30 municipalities in the proposed regional collaborative, and;

- Have at least 40% of the region's municipalities be MTCP designated communities of need
- OR**
- Have at least 70% of the program's retailers be located within designated communities of need

All municipalities involved in an application must meet the following:

- Be located within the Commonwealth of Massachusetts
- Require all tobacco retailers to obtain a local sale of tobacco permit/license and impose conditions on those permits (for example, fines or suspensions for violation of sales restrictions, signage requirements, or consent to unannounced inspections)
- Boards of Health/Health Departments that do not currently require local permits for all tobacco retailers must agree to implement a permit process and requirement within 12 months of being awarded
- A municipality may only submit one application or join one application. Any municipality or Board of Health/Health Department that submits or participates in multiple applications may be ineligible for funding

Failure to meet the requirements of this RFR may make applicants ineligible to receive funding.

Scope of Service

For over two decades, local Boards of Health (BOH) have been funded by MTCP to work on tobacco control and prevention strategies. BOHs play a crucial role in surveillance and enforcement as well as local policy change. Strategies to be carried out will include surveillance of the retail environment, enforcement of local and state policies, retailer education to support compliance, providing assistance to municipalities seeking to adopt tobacco-related policies and promote smoke-free environments, as well as support for other public health initiatives as applicable.

BOH programs will be responsible for promoting health equity, addressing health inequities, and use a health equity lens while implementing this scope of service. Strategies carried out by BOH programs will also be consistent with best practices around tobacco prevention and control and should focus on policy, systems, and environmental change strategies to reduce the prevalence of tobacco use, prevent youth initiation of smoking, and reduce exposure to secondhand smoke. Information on health equity and best practices can be found in Appendix A.

Scope of service components may include but are not limited to:

I. Tobacco Retail Surveillance and Data Collection

- Maintain accurate lists and profiles of local establishments that sell tobacco products in the MTCP's retailer database system
- Establish a communication system with municipal government offices to receive regular updates of businesses that are closed and open as well as license renewals so an accurate retailer list can be maintained
- Monitor and collect data on industry products and promotions in a sample of retail stores each quarter; it is expected that 25% of retailers will be monitored each quarter, a sample will be provided by MTCP
- Use data to educate municipal stakeholders on tobacco industry tactics

II. Enforce Local and State Tobacco Policies

- **Retail Inspections:**
 - Conduct annual retail inspections at 100% of establishments that sell tobacco
 - Conduct additional inspections after the passage of local policies to ensure compliance
 - Conduct education and enforcement activities if there are any violations of federal, state and local laws
- **Compliance Checks:**
 - Conduct annual compliance checks with youth at 100% of establishments that sell tobacco for cigars or other tobacco products (OTP)
 - Conduct compliance checks with youth at 40-50% of program's tobacco retail stores for cigarettes, MTCP will provide the sample
 - Programs may choose to conduct 1 additional, annual compliance check at all establishments that sell tobacco to enforce a local policy of their choosing; for

- example, an additional OTP check or a compliance check for a local minimum legal sales age of 21
 - A portion of assigned compliance checks must be completed in every quarter of the fiscal year so checks are continuously conducted throughout the year
- **Enforcement:**
 - Issue timely notification of violations if found
 - Appropriate program staff must be available to appear at hearings or for any follow up on violations needed
 - Conduct follow-up compliance checks when illegal sales to minors or complaints about illegal sales occur; follow up compliance checks should take place within 3-6 months of illegal sales to minors
 - Respond to complaints about violations of the Massachusetts Smoke-Free Workplace Law and local regulations; conduct follow-up inspections to ensure compliance

III. Policy Promotion

- Promote and support the development of comprehensive tobacco sales regulations; examples include flavor restrictions, cigar packaging, prohibit tobacco sales in pharmacies, permit capping and other density strategies
- Promote and support the development of regulations that reduce exposure to secondhand smoke
- Use surveillance data to support the promotion of evidence-based tobacco regulations
- Provide assistance to local boards of health, zoning boards, city councils, and other municipal boards to promote and enact evidence-based public health policies
- Provide retailers with education on local and state tobacco policies to aide them in compliance

IV. Administer Municipal Tobacco Program

- Collaborate with other MTCP and MDPH-funded programs to strengthen efforts
- As available, participate in statewide and local coalitions that have shared public health goals
- Coordinate at least 1 annual meeting with all of the program's health agent(s)/director(s) to discuss program progress and strategies
- Create communication channels that ensure that the tobacco program staff will receive routine notification from municipalities on new permits and enforcement progress
- Maintain regular program communications within the municipality and with all other municipalities involved in the application

Consistent with the RFR, additional components or expanded components may be added when more funds are available. Interventions for related issues such as chronic disease, wellness, gambling, drug paraphernalia, or substance use may be integrated into programs if funds are available. Additional options under components may be proposed if funds are available and if approval is attained by MTCP.

ADMINISTRATIVE REQUIREMENTS:

- Submit an annual work plan and quarterly reporting and invoicing to MDPH using MTCP approved format
- Participate in all MTCP data collection and evaluation activities as requested using required protocols and reporting systems
- Site visits or requests for a field ride-along for inspections or compliance checks may be conducted as needed or as scheduled
- Staff must participate in all required training programs, meetings, and webinars; staff, youth inspectors, and contractors conducting enforcement activities such as retail inspections, retailer education, surveillance, or compliance checks must be trained by MTCP prior to conducting enforcement
- MTCP funds may not be used for lobbying purposes
- Have access to a telephone, mobile device (such as a tablet or smart phone) and a computer including e-mail, internet access, Microsoft Word, and Excel
- Receive approval from MDPH prior to the publication or dissemination of reports, white papers, manuals, and other technical documents produced with MDPH funds
- Programs may not accept funds from the tobacco industry
- Comply with the requirements of the Americans with Disabilities Act regarding access to program services

- Be a smoke-free work environment

Funding, Staffing, & Allowable Costs

FUNDING

Applicants may request between \$40,000.00 and \$125,000.00 annually.

MTCP anticipates awarding approximately 3-6 programs. Actual and future funding levels are dependent upon state and federal appropriations.

STAFFING

Each program should have a Program Coordinator/Director (preferably a minimum of 0.5 FTE) who is responsible for grant deliverables, being MTCP's point of contact for the grant, attending required meetings and trainings, coordinating policy initiatives, and must have a role and presence within the retail environment. The Coordinator/Director must be available to work irregular hours that may include evenings and weekends. Likewise, the applicant must be able to accommodate a varying work schedule for personnel. Depending on the size of the grant, additional staff or consultants may be funded to work on grant enforcement activities. Unless there are unusual circumstances, supervisor and administrative time should be limited to 0.1 FTE. See Appendix C for types of skills and sample job duties of tobacco program staff.

As a reference for applicants, current MTCP grantees serve an average of 340 retailers per 1 FTE. The amount of FTE varies depending on several factors. Applicants should take into account the number of retailers within their proposed program and their geography when creating a staffing plan.

ALLOWABLE COSTS

Grant funds can be used for staff salaries, benefits, payroll taxes, facilities, travel, program supplies, enforcement supplies, and related expenses. The lead applicant may charge up to 15% to the grant for administrative costs. Programs are required to utilize MTCP communication materials and tools. Without prior written approval, MTCP funds cannot be used for equipment, paid media, development of materials or promotional items, or translation of materials.

Performance Measures

1. A quarterly fiscal report following MTCP guidelines must be submitted by January 15, April 15, July 15 and October 15 annually. Failure to submit by required deadline may result in subsequent payments being withheld
2. Programs will complete an annual workplan with targets and milestones using guidelines provided by MTCP upon notification of award
3. Programs will submit quarterly reports on targets and milestones and participate in evaluation and data collection activities as requested
4. Programs must attend required meetings, trainings, and webinars. An annual calendar of required meeting, trainings, and webinars will be provided to awardees. This will include at least 4 MTCP in-person meetings and attending Kick Butts Day, annually
5. Comply with MTCP technical assistance and other capacity building requirements articulated throughout the contract period in order to successfully implement strategies
6. Use MTCP database system to enter enforcement and surveillance activities and data; maintain database and ensure its accuracy for the program

Criteria for Evaluating Response

The proposal will be evaluated according to the following criteria:

- The proposal is complete including all required attachments and forms being received prior to the deadline
- The proposal adheres to all requirements outlined in the RFR document
- Municipality/Agency demonstrates the ability to carry out the scope of service and implement program
- Demonstrated community or regional need of the program, applications exceeding the required percentages of need eligibility will be scored higher
- If a regional application, a justification of the proposed region and/or existing experience collaborating as a region will be considered
- Proposed budget is clear and reflects the program being proposed

Documents not requested in the RFR, application, or COMMBUYS Bid Solicitation will not be considered or reviewed.

Proposals will undergo two levels of review:

Technical Review: A team of objective reviewers will assess the quality of responses to each question in the proposal narrative, according to criteria related to that question. Reviewers are instructed to evaluate each response for content, comprehensiveness, and clarity of each answer as well as making sure that all aspects of each question have been addressed in the response. Reviewers will also confirm the presence of all required forms and documents with the RFR application.

Second Level Review: During the second level review budget, need, and other criteria relative to procured strategies and services are considered and scored. Past performance of applicant with managing MTCP and/or MDPH contracts may be considered, if applicable.

Based on all review scores, MTCP will propose recommendations to the MDPH Commissioner who makes the final funding determination.

9. Instructions for Submission of Responses:

Letters of Intent (template provided on CommBuys) are requested by **October 13, 2017**. These are not required but assist MTCP in completing the application review process in a timely manner. Letters can be emailed to Jacqueline.doane@state.ma.us.

A complete RFR Response includes:

- An application response form
- An organization chart from the applying municipality/agency
- Eligibility form
- Lead applicant agreement form
- Municipal participation form – required of all municipalities in the proposal
- Staffing pattern
- Job descriptions or resumes
- Local policy and enforcement form
- Regulations from each municipality in the proposal
- List of retailers from each municipality in the proposal
- Permit application from each municipality in the proposal
- A program budget

All responses to be submitted electronically using the online submission tools available to Vendors registered in COMMBUYS. There is no charge to register in COMMBUYS. To Register go to www.COMMBUYS.com and click on the “Register” link on the front page.

All Quotes must be received by the Department of Public Health before the specified date, month, year and time of the Bid Opening Date displayed on COMMBUYS. Times are Eastern Standard/Daylight Savings (US), as applicable.

All Bidders are advised to allow adequate time for submission by considering potential online submission impediments like Internet traffic, Internet connection speed, file size, and file volume. DPH is not responsible for delays encountered by Bidders or their agents, or for

a Bidder's local hardware failures, such as computers or related networks, associated with bid compilation or submission. Bids submitted via COMMBUYS are time stamped by the COMMBUYS system clock which is considered the official time of record.

COMMBUYS Item Screen

Vendors submitting quotes with "No Bid" checked in the item screen will not be eligible to enter into a contract with DPH. "No Charge" must be checked or a dollar amount entered in the Unit Cost Field. The "No Charge" selection will not be construed by the Purchaser to mean an offer to provide services or products at no charge.

Public Records: All information, documents, and attachments submitted as a response to this RFR are considered a public document subject to the Massachusetts Public Records Law, M.G.L., c. 66, s. 10, and to c. 4, s. 7, ss. 26. **Please be aware that checking the "confidential" box in COMMBUYS does not bar these documents from being released as a public record pursuant to these statutes once the procurement is awarded, unless statutorily exempt from disclosure.**

10. RFR Attachments:

The forms listed on the COMMBUYS Bid Solicitation; File attachment section for this RFR must be submitted with your response where indicated.

To assist bidders in identify the purpose of the attachments for this procurement; the forms posted on the COMMBUYS attachment section have a prefix according to the following chart:

REQ	Required	Must complete and upload document with application
COMPREQ	Comptroller Required	If not already on file with the Comptroller complete and sign in blue ink and return as instructed in the RFR.
READ	Read Only	Read only documents do not need to be returned with the application.
INFO	Informational	For informational purposes and could be required at the time of contract/engagement

11. COMMBUYS Support

The following resources are provided to assist Bidders in submitting Quotes:

- A link to a job aid on [How to Submit a Quote on COMMBUYS](#)
- Webcast video on [How to Find Bids \(Solicitations\) and Submit Quotes \(Responses\) through COMMBUYS](#).

Website: Go to www.mass.gov/osd/commbuys and select the COMMBUYS Resource Center link offered under Key Resources.

Email: Send inquiries to the COMMBUYS Helpdesk at COMMBUYS@state.ma.us

Telephone: Call the COMMBUYS Help Desk at 1-888-MA-STATE (1-888-627-8283). The Help Desk is staffed from 8:00 AM to 5:00 PM Monday through Friday Eastern Standard or Daylight time, as applicable, except on federal and state holidays.

Technical assistance is available during the procurement process. Every effort is made to respond to inquiries within one business day.

Bidders are advised that COMMBUYS will be unavailable during regularly scheduled maintenance hours of which all users will be notified.

12. DEADLINE FOR RESPONSES or Grant Procurement Calendar

EVENT	DATE
RFR Release Date	April 5, 2018
Bidders' Conference	<p>There will be a bidder's conference webinar:</p> <p>April 19, 2018 3:00PM EST Link for registration:</p> <p>https://attendee.gotowebinar.com/register/8069679064829814018</p>
<p>Deadline for Questions and Answers</p> <p>All Questions must be received in writing. Questions can be sent by email no later than the date and time indicated in the Procurement Calendar. The issuing department reserves the right not to respond to questions submitted after this date. All Questions with answers will be posted on the COMMBUYS Attachment section for this procurement.</p>	<p>May 11, 2018 at 5:00PM EST</p> <p>Submit questions to Jacqueline Doane at: Jacqueline.doane@state.ma.us</p>
<p>The BID opening date (Deadline for Submission of Response)</p>	May 25, 2018 at 12:00PM EST
<p>Deadline for Forms that require ink signatures</p>	<p>June 1, 2018 by 5:00PM EST</p> <p>Jacqueline Doane Massachusetts Department of Public Health – 4th floor 250 Washington Street Boston, MA 02108-4603</p>
Anticipated Contract Start Date	October 1, 2018

APPLICANT AGREEMENT

Municipal Tobacco and Public Health Policy Programs RFR#190128
 (To be completed by the applying municipality or agency only)

The regional agency OR Board of Health/Health Department of the City/Town of: **COUNTY OF BARNSTABLE** is applying for funding under the Municipal Board of Health Tobacco and Public Health Policy Programs RFR. This agreement is evidence of our commitment to support the implementation of the requirements in this RFR if we are funded by the Department of Public Health. This includes:

- Providing culturally appropriate education about local and state laws and regulations to workplaces and tobacco retail stores impacted by those laws and regulations;
- Conducting the requisite inspections to monitor compliance utilizing MTCP protocol. This includes, but is not limited to, tobacco sales compliance checks, tobacco retail store inspections and secondhand smoke inspections; and
- Ensuring that penalties prescribed in the laws or regulations are fairly and consistently enforced against workplaces and tobacco retail stores found to be in violation of state and local laws;
- Providing leadership and support to the tobacco program.

I have reviewed the RFR and grant proposal and verify that this municipality/organization is prepared to serve as the programmatic lead and the fiscal and administrative agent responsible for the terms of the contract and program.

Lead Municipality Applicants DOES NOT APPLY	Regional Agency Applicants COUNTY OF BARNSTABLE
Board of Health Agent/Health Department Director	Regional Agency Chief Executive Officer/President
Name:	Name: John T. Yunits
Title:	Title: Barnstable County Administrator
Signature and Date:	Signature and Date: _____ <i>John T. Yunits</i>
AND	
Board of Health Chair/Health Department Commissioner	Commissioner: _____ <i>Leo Cakounes, Chair</i>
Name:	Commissioner: _____ <i>Mary Pat Flynn</i>
Title:	
Signature and Date:	Commissioner: _____ <i>Ron Beaty</i>

**Department of Public Health
Massachusetts Tobacco Control Program
Program Budget & Request For Budget Revision**

BOH (City / Town / Lead Community) County of Barnstable		Program Name Tobacco Control Program		
Vendor Code 6000194979	Fiscal Year FY19	Service Contract Number	MTCP ID#	Today's Date April 27, 2018

Note: Please complete this entire form, including all line items.

Program Component	FTE	CURRENT BUDGET (A)	Proposed Changes +/- (B)	Proposed New Budget (C)	Justification (D)
1. Direct Care/Prog. Support Staff					
Robert Collett		\$ 74,500.00	\$ -	\$ 74,500.00	\$284.62/day x 261.75 days
		\$ -	\$ -	\$ -	
		\$ -	\$ -	\$ -	
		\$ -	\$ -	\$ -	
		\$ -	\$ -	\$ -	
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		\$ -	\$ -	\$ -	
		\$ -	\$ -	\$ -	
		\$ -	\$ -	\$ -	
		\$ -	\$ -	\$ -	
SUB TOTAL		\$ 74,500.00	\$ -	\$ 74,500.00	
Fringe Benefits		\$ 21,701.02	\$ -	\$ 21,701.02	Ret. 21.9%; WC: 4%; U.I: 12%; UR:3%
Payroll Taxes		\$ 1,080.25	\$ -	\$ 1,080.25	1.45%
Relief- Longevity		\$ 500.00	\$ -	\$ 500.00	
1. Total Direct Care/ Program Staff		\$ 97,781.27	\$ -	\$ 97,781.27	

AGENDA ITEM 8i

Authorizing the Execution of License Agreement with the Massachusetts Division of Capital Asset Management, on behalf of the Office of Coastal Zone Management, to occupy property located at 3195 Main Street

THIS OFFICIAL FORM MUST NOT BE ALTERED.
ALL MODIFICATIONS MUST BE MADE BY SEPARATE RIDER.

**COMMONWEALTH OF MASSACHUSETTS
LICENSE TO OCCUPY REAL PROPERTY**

1. SUBJECT MATTER AND TABLE OF CONTENTS

1.1 Subject Matter

Each of the references in this License to Occupy Real Property (this License) to any of the following subjects incorporates the data stated for that subject in this § 1.1 and, unless defined elsewhere in this License, constitutes the definition of the listed subject.

DATE OF LICENSE:

LICENSOR: County of Barnstable, acting by and through its
duly elected County Commissioners

ORIGINAL ADDRESS OF LICENSOR: 3195 Main Street
P. O. Box 427
Barnstable, Massachusetts 02630

LICENSEE: The Commonwealth of Massachusetts acting by
and through the Commissioner of its Division of
Capital Asset Management and Maintenance
(DCAMM) on behalf of the User Agency

ORIGINAL ADDRESS OF LICENSEE: Division of Capital Asset Management and
Maintenance
One Ashburton Place, 15th Floor
Boston, Massachusetts 02108-1518

LICENSEE'S REPRESENTATIVE: Name: Susan Smiley, Director of Facilities
Address: Executive Office of Energy and
Environmental Affairs
100 Cambridge Street, Suite 900
Boston, Massachusetts 02114
and / or such other persons as Licensee
may designate from time-to-time, as set
forth in § 4.3

USER AGENCY: Executive Office of Energy and Environmental Affairs, Massachusetts Office of Coastal Zone Management

ORIGINAL ADDRESS OF USER AGENCY: 251 Causeway Street, Suite 800 Boston, Massachusetts 02114

BUILDING (ADDRESS): 3195 Main Street Barnstable, Massachusetts 02630-1105

LICENSED PREMISES: Floor(s): partial second
Room(s)/Suite: N/A
within the Building as shown in Exhibit N/A, together with all of the Licensor's Improvements (as defined in § 4.1) made within the Licensed Premises pursuant to the provisions of this License. This License must never be construed as creating or vesting in Licensee any estate in the Licensed Premises, but granting to Licensee only the limited privileges of entry, use, and occupancy as described in this License. This License does not constitute the granting of an interest in real property for any purpose, and Licensee does not have any right to make improvements to the Licensed Premises.

USABLE AREA OF LICENSED PREMISES: Office Space: 140 square feet
Storage Space: 0 square feet

RESERVED PARKING SPACES: Number: None
Location: N/A

PERMITTED USES: Subject to the provisions of § 6.1, Licensee must use the Licensed Premises for the following purposes: office uses and all other lawful uses consistent with the operations of the User Agency.

LICENSE TERM: Beginning on the Date of Occupancy, as defined in § 3.2, and continuing until June 30, 2019 (Expiration Date). The "Expiration Date" includes any effective date of termination of this License, unless otherwise indicated.

HOURS OF OPERATION:

During the License Term, Licensee is permitted to operate and use the Licensed Premises for the Permitted Uses during the following times: 24 hours per day, seven days a week.

LICENSE FEE:

\$5,000.00, payable in a one-time, lump-sum payment; payment of which is due June 30, 2019.

BUSINESS DAY:

Unless otherwise provided by this License, "business day" means any day *other than* Saturday, Sunday, or a designated holiday of the Commonwealth of Massachusetts on which the offices of the Commonwealth of Massachusetts are closed, whether throughout the Commonwealth of Massachusetts or only in Suffolk County.

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RIDER, CERTIFICATE, EXHIBITS, AND OTHER ACCOMPANYING DOCUMENTS

These are incorporated into and made part of this License:

Rider to License

Certificate of Compliance with Executive Order No. 481

- Exhibit A: Plan Showing Location of the Licensed Premises within the Building
- Exhibit A-1: Licensor’s Measured Drawing of the Licensed Premises
- Exhibit A-2: Site Plan Showing Location of Reserved Parking Spaces
- Exhibit B: Schematic Space Plan of the Licensed Premises
- Exhibit C: Specifications for the Licensed Premises
- Exhibit D: Construction Schedule

2. LICENSED PREMISES; USABLE AREA

2.1 Licensed Premises; Appurtenant Rights

- (a) Licensors grants to Licensee the privileges to enter upon and to use the Licensed Premises for the Permitted Uses, subject to the provisions of this License.
- (b) Licensee has as appurtenant to the Licensed Premises, the right to use in common with other occupants of the Building (and subject to the rules of the Building as set forth in § 6.3): (i) the common lobbies, malls, corridors, stairways, elevators, service areas, and loading platform of the Building; (ii) the pipes, ducts, conduits, wires, and appurtenant meters and equipment serving the Licensed Premises in common with other premises within the Building; (iii) common pedestrian walkways and landscaped areas; (iv) if the Licensed Premises include less than the entire floor area of any floor of the Building, the common restrooms, corridors, and elevator lobbies located on such floor and serving the Licensed Premises; and (v) all other areas in or about the Building from time-to-time intended for general use by occupants of the Building.

2.2 Usable Area

- (a) For the purposes of this License, "Usable Area" means, with respect to the Licensed Premises or any space removed from or added to the Licensed Premises, the square footage determined by measuring the entire floor area of the Licensed Premises (or such other space) bounded by a line established by the predominant inside finish of the permanent outside Building walls that abuts the floor (not from the inside face of the windows) and by the interior surface of corridor walls or other demising walls. Deductions must not be made for columns or other projections necessary to the Building structure or systems or for partitions subdividing the Licensed Premises. Notwithstanding the foregoing, under no circumstances does the Usable Area include elevator shafts, vestibules, stair enclosures, elevator machine rooms or other building equipment areas, janitorial, electrical, or mechanical closets, loading platforms, or restrooms, irrespective of whether Licensee occupies the entire floor or the entire Building.
- (b) Licensor acknowledges that Licensee has relied upon the information contained in Exhibit A-1, Licensor's Measured Drawings of the Licensed Premises, in establishing the Usable Area of the Licensed Premises set forth in § 1.1 and that the License Fee is predicated upon the Licensed Premises having a Usable Area equal to or exceeding the Usable Area of the Licensed Premises set forth in § 1.1 as so established. Licensor warrants and represents to Licensee that Exhibit A-1 is complete and accurate in all respects. If it is determined that Exhibit A-1 is not accurate and that the Usable Area of the Licensed Premises is smaller than depicted in said Exhibit A-1 by a factor of one percent or more, then, at the option of Licensee, this License must be amended to state the actual Usable Area of the Licensed Premises, and the License Fee must be adjusted downward to reflect such actual Usable Area.

3. LICENSE FEE; DATE OF OCCUPANCY

3.1 License Fee, Payment

- (a) Licensee agrees to pay, and Licensor agrees to accept, the License Fee described in § 1.1. Equal monthly installments of the License Fee are payable on or before the tenth day of the month for which said License Fee is due unless otherwise indicated in § 1.1. If the License

Term commences other than on the first day of a month or ends other than on the last day of a month, the License Fee for such fractional month must be prorated unless otherwise provided by § 1.1. Notwithstanding the first sentence of this § 3.1, any prorated License Fee for the portion of the month in which the License Term commences must be paid at the same time as the first installment of monthly License Fee for the first full month of the License Term unless otherwise provided by § 1.1.

- (b) If any installment of License Fee is not paid when due, Licensor is entitled to late payment interest on the overdue amount in accordance with and subject to G. L. c. 29, § 29C, and any regulations or administrative bulletins promulgated under said statute.

3.2 Date of Occupancy; Commencement of License Fee Obligation

- (a) The obligation of Licensee to pay the License Fee begins on the Date of Occupancy. The Date of Occupancy is the earlier of (i) the 15th day after the Licensed Premises are available for Licensee's occupancy, or (ii) the day Licensee actually takes occupancy of the Licensed Premises and begins to use the Licensed Premises for any or all of the Permitted Uses.
- (b) Notwithstanding that Licensor may have met all of the requirements set forth in the preceding paragraph for establishing the Date of Occupancy, the Date of Occupancy is not deemed to occur before the Completion Date set forth in § 4.2 unless Licensee actually takes occupancy of the Licensed Premises and begins to use the Licensed Premises for any or all of the Permitted Uses before the Completion Date. Licensee agrees to execute a letter to Licensor confirming the Date of Occupancy within ten business days after the Date of Occupancy has occurred.

3.3 Licensee's Entry Before License Term Without Charge

- (a) With the prior approval of Licensor, Licensee may enter the Building and Licensed Premises before the Date of Occupancy without payment of any additional sums in order to install telephone equipment, cabling, furniture and fixtures, and to otherwise prepare the Licensed Premises for occupancy by Licensee. Licensor must not withhold or delay such approval, provided that Licensee coordinates Licensee's work with the construction of the Licensor's Improvements and any other work being performed by Licensor in the Building so as not to interfere with or increase the cost of such work of Licensor or delay the Completion Date. As a condition of granting such approval, Licensor may require that Licensee and Licensee's contractors be accompanied by a representative of Licensor, and Licensee agrees on behalf of itself and Licensee's contractors to comply with any and all reasonable directions given by said representative of Licensor.
- (b) In order to assist Licensee with Licensee's preparation, move into, and occupancy of the Licensed Premises, Licensor must provide Licensee and Licensee's agents and contractors with all information concerning the Building's structure, systems, utilities, equipment, and services reasonably required by Licensee. Such information must be provided within reasonable promptness following a request by Licensee, whether before or after commencement of the License Term.

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4. IMPROVEMENTS BY LICENSOR

4.1 Licensor's Improvements

Licensor, at Licensor's sole cost and expense (except as otherwise specifically provided in this License), must furnish all labor and materials necessary to construct the Licensed Premises and to make any and all improvements or alterations to the Building and exterior areas required by the Schematic Space Plan attached as Exhibit B, the Specifications for the Licensed Premises attached as Exhibit C, and all other provisions of this License. All such alterations and improvements to be made by Licensor in or about the Licensed Premises are referred to as the "Licensor's Improvements."

4.2 Completion Date; Licensee Delays; Standard for Substantial Completion

- (a) Subject to Licensee Delays, as defined in this § 4.2, and any Force Majeure Event, as defined in § 14, all of the Licensor's Improvements must be substantially completed and the Licensed Premises made available for Licensee's occupancy within _____ weeks after delivery of a fully executed copy of this License to Licensor (the Completion Date). If, at any time, it appears that this deadline will not be met, Licensor must notify Licensee immediately, in writing. Such notice must advise Licensee of each reason for delay and of the new projected Completion Date.
- (b) If the Completion Date is delayed due to a Force Majeure Event, then the Completion Date, as it may be amended from time to time, must be extended by the actual number of days the Completion Date is delayed as a result of a Force Majeure Event, but in any event, such extension of the Completion Date for Force Majeure Causes must not exceed 150 days in the aggregate without Licensee's consent, which consent may be withheld by Licensee, for any reason or for no reason, in Licensee's sole discretion.
- (c) If the Completion Date is delayed due to a Licensee Delay, then the Completion Date set forth above, as it may be amended from time to time, must be extended by the actual number of days the Completion Date is delayed by such Licensee Delay. For the purposes of this License, "Licensee Delay" means any delay in the Completion Date that is directly and primarily caused by any of the following acts or omissions of Licensee, provided such act or omission continues for a period of more than two business days after receipt of notice from Licensor that such act or omission is likely to cause a delay in the Completion Date (such notice to be sent to Licensee in an envelope bearing the following notice on the outside in bold-face type NOTICE OF LICENSEE DELAY -- OPEN IMMEDIATELY):
 - (i) Delays in the delivery, installation, or completion of any work performed by Licensee or Licensee's contractors; or
 - (ii) Any failure by Licensee to perform any of Licensee's obligations under this License.
- (d) The extension of the Completion Date for Licensee's Delays is Licensor's sole and exclusive remedies for Licensee's Delays, notwithstanding the provisions of § 15.7 or any other provision of this License.
- (e) The Licensor's Improvements are substantially complete for the purposes of this License only when (i) Licensor performs the work required to be performed by Licensor, including complete installation of all structural and mechanical elements, walls, partitions, windows, floor and

ceiling coverings, wiring, fixtures, life-safety systems, decorations, paint, and exterior improvements, with only Punchlist Items excepted, (ii) the water supply, sewage, heating, ventilating, air conditioning, and electric facilities are available to Licensee in accordance with the obligations assumed by Licensor under this License, and (iii) the Licensed Premises are free of debris and construction materials, are in a usable and licensable condition, and have been cleaned by Licensor.

- (f) Subject to Licensee Delays and Force Majeure Causes only, Licensor must cause the Licensor's Improvements to be completed in accordance with the Construction Schedule annexed as Exhibit D. Licensor must keep Licensee apprised of the progress of the work to be performed by Licensor under this License. If there is any delay in the progress of the work of five days or more, Licensor must notify Licensee of such delay immediately, regardless of whether Licensor anticipates that such delay causes a delay in the Completion Date. Said notice must advise Licensee of all changes or adjustments in the Construction Schedule, the cause of each change or adjustment, and the corrective efforts, if any, made or to be made by Licensor.
- (g) If, for reasons other than Licensee Delays or a Force Majeure Event, the Licensor's Improvements are not substantially completed within 60 days after the Completion Date, as it may be extended for Licensee Delays, a Force Majeure Event, or otherwise by agreement of Licensor and Licensee, Licensee has, in addition to any other remedies available to Licensee under this License, or at law or in equity, the right to terminate this License by giving Licensor a written Notice of Termination, which option may be exercised by Licensee immediately or at any time after the expiration of said 60 days and without further notice. Such termination of this License by Licensee does not relieve Licensor of its obligation to pay Licensee any and all costs, fees, and expenses that Licensee may incur as a result of Licensor's delay in making the Licensed Premises available for use and occupancy by Licensee, as provided in the preceding paragraph, and such termination does not limit any claim for damages to which Licensee may be lawfully entitled by reason of Licensor's failure to perform its obligations.
- (h) Notwithstanding Licensee's consent to any extension of the Completion Date, all Punchlist Items must be completed promptly by Licensor, and in any event such items must be completed no later than 30 days after the Date of Occupancy. For the purposes of this License, "Punchlist Items" means only minor and insubstantial details of decoration or mechanical adjustment that do not impair Licensee's ability to use and occupy the Licensed Premises in accordance with the provisions of this License. On or before the Date of Occupancy, Licensor and Licensee must conduct a walk-through of the Licensed Premises and must identify, in writing, all Punchlist Items to be completed by Licensor.
- (i) The construction of the Licensor's Improvements must be (i) coordinated with any work being performed by Licensee, provided that such coordination does not materially interfere with Licensor's construction schedule, delay the Completion Date, or increase the cost of the Licensor's Improvements, (ii) completed in a good and workmanlike manner, (iii) performed and completed in compliance with all applicable laws, ordinances, codes, and regulations, and (iv) performed and completed at Licensor's sole expense, including the cost of all design work, materials, labor, and state and local permits. Approval by Licensee of any Working Drawings or changes in Working Drawings, whether expressly given or resulting from Licensee's inaction, must never be construed as a waiver of any of the requirements of this paragraph.

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4.3 Licensee's Representative

Licensee designates the individual(s) named in § 1.1 as Licensee's Representative, with full power and authority to make decisions on behalf of Licensee with respect to matters pertaining to the design and construction of the Licensor's Improvements, except that Licensee's Representative has no authority whatsoever to alter, waive, or modify any provision of this License, which may only be done in accordance with the provisions of § 15.2. Licensor must rely only upon communications received from such individuals, unless otherwise notified by Licensee in writing.

5. LICENSOR'S COVENANTS

5.1 Ownership; Signatory Authority; Debarment; Pending Proceedings; Changes

Licensor warrants and represents as follows:

- (a) Licensor has record title to the premises (or holds a current and valid lease of the premises) of which the Licensed Premises are a part, and that there are no encumbrances affecting the Licensed Premises or Building that would prohibit or interfere with the construction of the Licensor's Improvements or the use of the Licensed Premises for the Permitted Uses.
- (b) Licensor's name appears in this License exactly as Licensor's name appears on Licensor's record title to the Licensed Premises if Licensor owns the Licensed Premises, or exactly as Licensor's name appears in Licensor's lease.
- (c) Licensor has full legal capacity to enter into this License.
- (d) If Licensor is not a natural person or natural persons, but Licensor is, rather, a so-called "creature of the law" (e.g., a corporation, a general or limited partnership, a trust, a limited liability company, etc.), Licensor is validly organized and existing, Licensor is in good standing in the state, commonwealth, province, territory, or jurisdiction of its organization, and Licensor is authorized and qualified to do business in the state, commonwealth, province, territory, or jurisdiction in which the Licensed Premises are located.
- (e) The execution of this License is duly authorized, and each person executing this License on behalf of Licensor has full authority to do so and to fully bind Licensor.
- (f) Licensor is not debarred or suspended from contracting with the Commonwealth of Massachusetts under any applicable debarment statute or regulation.
- (g) Licensor knows of no pending or threatened action, suit, proceeding, inquiry, or investigation before or by any judicial court or administrative or law-enforcement agency against or affecting Licensor or Licensor's properties in which any unfavorable decision, ruling, or finding would materially and adversely affect the validity or enforceability of this License or Licensor's ability to carry out Licensor's obligations.
- (h) If the status of any warranty and representation by Licensor in this § 5.1 changes or ceases to be accurate during the License Term, Licensor must notify Licensee in writing of each such change or cessation within ten business days after the occurrence of such change or cessation and must thereafter, within an additional ten business days, complete and submit to Licensee all

commercially reasonable documentation that is necessary and appropriate to such change or cessation, all at no cost or expense to Licensee.

5.2 Delivery of Licensed Premises; Compliance with Law

- (a) Licensor warrants and represents that Licensor delivers the Licensed Premises to Licensee in good, clean, and licensable condition, and otherwise in accordance with the provisions of this License, and that the construction of the Licensor's Improvements and Building common areas to which Licensee has appurtenant rights, and the use of the Licensed Premises by Licensee for the Permitted Uses must be in full compliance with (i) all applicable overleases, (ii) all requirements of Licensor's mortgages and insurance policies, (iii) all laws, ordinances, codes, and regulations (including, without limitation, those pertaining to handicapped accessibility) of governmental authorities with jurisdiction, and (iv) all regulations of the Board of Fire Underwriters or any similar insurance-rating body or bodies.
- (b) If, at any time, any governmental authority with jurisdiction or the Board of Fire Underwriters or any similar insurance-rating body notifies Licensor or Licensee that all or any part of the Licensed Premises or Building is not constructed or maintained in compliance with any applicable law, ordinance, code, or regulation, and demands compliance, then Licensor, upon receipt of such notification, must promptly cause such repairs, alterations, or other work to be done promptly so as to bring about the compliance demanded. Licensor may defer compliance so long as the validity of any such law, order, or regulation is contested in good faith by Licensor and by appropriate legal proceedings, provided that such failure to comply must not in any way interfere with Licensee's use of the Licensed Premises for the Permitted Uses, or subject Licensee or its employees or invitees to any increased risk of injury to their persons or property, or adversely affect any other right of Licensee under this License, or impose any additional obligation upon Licensee.

5.3 Right of Entry

At reasonable times and without unreasonably interfering with Licensee's use, occupancy, and enjoyment of the Licensed Premises, Licensor or Licensor's agents may enter the Licensed Premises to make repairs or to view the Licensed Premises. Licensor must give Licensee a minimum of 48 hours notice for such visits (which notice may be given by "FAX" in the case of minor repairs taking one day or less to complete or to view the Licensed Premises); provided, however, that Licensor may enter the Licensed Premises at any hour and without 48 hours notice in the case of an emergency affecting the Licensed Premises.

5.4 Correction of Defective Work; Repair of Licensed Premises and Building

- (a) During the License Term, Licensor must promptly remedy, repair, or replace any defective aspects of the Licensor's Improvements of which Licensor becomes aware after the Date of Occupancy (Latent Defects).
- (b) Subject to Licensor's obligation to correct Latent Defects, Licensor must keep and maintain the Licensed Premises, including, without limitation, all equipment and fixtures furnished by Licensor as part of the Licensor's Improvements (whether located within or outside of the Licensed Premises) in such good repair, order, and condition as the same are in at the beginning of the License Term, reasonable wear and tear, damage caused by fire or casualty (except as provided in § 7.1), and damage caused by the negligence, breach of this License, or willful misuse of Licensee excepted. Without limiting the foregoing, but subject to any additional or

limiting provisions of Exhibit C, Licensor's obligations include repair of broken glass, doors, floor coverings, interior walls and partitions, ceiling tiles, plumbing and lighting fixtures, locks, fire protection equipment, heating, ventilation, and air conditioning equipment, and cabling. Licensor must make such repairs to the roof, foundation, exterior walls, floor slabs, and common areas and facilities of the Building, including finishes, as may be necessary to keep them in good condition.

- (c) Routine repairs to the Licensed Premises or to any of the Licensor's Improvements outside of the Licensed Premises must be made by Licensor within five business days after Licensor discovers or is notified by Licensee of the condition requiring repair, or within such shorter time period as may be required by applicable law, code, or regulation. "Routine repairs" means any repair that is not an "emergency repair," as defined in the next paragraph.
- (d) Emergency repairs to the Licensed Premises, the Licensor's Improvements, or any other portion of the Building must be made immediately upon notice to Licensor or Licensor's authorized representative of the condition requiring repair. As used in this License, "emergency repair" means any repair or replacement that is required to remove an immediate threat to the life, health, or safety of persons or property upon the Licensed Premises or the appurtenant areas described in § 2.1.
- (e) All repairs by Licensor must be completed (i) at Licensor's sole cost and expense, (ii) in a good and workmanlike manner, (iii) with respect to repairs of the Licensed Premises and the Licensor's Improvements only, with materials of equal or better quality than the original, and (iv) in compliance with all applicable laws, ordinances, codes, and regulations.
- (f) In (i) scheduling and carrying out the repairs required by this License, (ii) making any optional repairs, alterations, or improvements to the Building or the Licensed Premises, and (iii) performing routine maintenance of Building systems, fixtures, or equipment, Licensor must make all reasonable efforts to minimize interference with Licensee's access to and use of the Licensed Premises. If any such repairs or maintenance by Licensor causes Licensee to be deprived of the use of all or a material portion of the Licensed Premises for a period of more than two consecutive business days, the License Fee for each succeeding day must be abated in proportion to the deprivation unless said repairs or maintenance are required due to damage caused by the negligence, breach of this License, or willful misconduct of Licensee or Licensee's agents or contractors.

5.5 Delivery of Services and Utilities

Licensor must furnish janitorial and other services, utilities, facilities, and supplies, as set forth in Exhibit C.

6. LICENSEE'S COVENANTS

6.1 Use of the Licensed Premises

- (a) Licensee must use the Licensed Premises only for the Permitted Uses set forth in § 1.1, Licensee must not cause or permit any nuisance in the Building and must not conduct any activity within the Licensed Premises or Building that interferes with the rights of tenants or occupants of the Building.

- (b) Licensee covenants and agrees that Licensee must not do or permit anything to be done in or upon the Licensed Premises or Building, or bring anything on the Licensed Premises or Building that increases the rate of insurance on the Licensed Premises or Building above the standard rate applicable to premises occupied for the Permitted Uses, or that voids such insurance. Licensee further agrees that if Licensee does any of the foregoing, Licensee must promptly pay to Licensor, on demand, any resulting increase as an additional fee, or Licensee must cease all activities that cause the increase or the voiding, as the case may be.

6.2 Care of the Licensed Premises

Licensee must not injure, deface, or commit waste in the Licensed Premises or any part of the Building. Licensee must exercise reasonable care to ensure that all systems, fixtures, and equipment installed by Licensor are used only for their intended purposes and that the electrical, mechanical, and structural systems of the Building and the Licensed Premises are not overloaded. Licensee must notify Licensor promptly of any damage to the Licensed Premises, malfunction of a system or fixture, or any other condition that requires repair by Licensor.

6.3 Compliance With Applicable Laws and Removal of Liens

Licensee must comply with all laws, orders, and regulations of federal, state, county, and city authorities, and with any of Licensor's rules and regulations that are set forth in this License or are established by Licensor, provided that they do not conflict with the provisions of this License, and further provided that they are delivered to Licensee and to the User Agency in the manner required for notices. Licensee may defer compliance so long as the validity of any such law, order, or regulation is contested in good faith by Licensee and by appropriate legal proceedings, if Licensee first gives Licensor appropriate assurance, reasonably satisfactory to Licensor, against any loss, cost, or expense on account of such deferral, and provided that such contest must not subject Licensor to criminal penalties or civil sanctions, loss of property, liens against property, or civil liability. Licensee must not cause or allow any liens of any kind to be filed against the Licensed Premises. If any liens are filed, within 15 days after receiving written notice of such filing, Licensee, at Licensee's sole cost and expense, must take whatever action is necessary to cause such lien to be bonded off or released of record without cost to Licensor.

6.4 Assignment and Sublicense

- (a) Licensee must not assign, sublicense, mortgage, pledge, or encumber this License (the result of any such action being referred to as a "Transfer") without Licensor's prior written consent, which consent must not be unreasonably withheld, conditioned, or delayed. By valid written instrument, any transferee must expressly assume, for itself and its successors and assigns, and for the benefit of Licensor, all of the obligations of Licensee under this License. Following such transfer, Licensee has no further obligations of Licensee under this License.
- (b) Licensor must advise Licensee in writing whether or not Licensor consents to a proposed Transfer within 30 days of receiving Licensee's request for such consent. If such consent is withheld, Licensor must specify the reasons, in writing, to Licensee. If Licensor fails to so notify Licensee within said time period, Licensor is deemed to have given Licensor's consent to the proposed Transfer.
- (c) The express or implied consent by Licensor to any Transfer does not constitute a waiver of Licensor's right to prohibit any subsequent Transfer.

- (d) Licensor acknowledges and agrees that the use or occupation of all or part of the Licensed Premises by an agency of state government other than the User Agency named in § 1.1, or the substitution of another agency of state government for the User Agency is not a Transfer, provided that the Licensed Premises continue to be used for the Permitted Uses. Nevertheless, Licensee must advise Licensor, in writing, if any agency of state government other than the User Agency named in § 1.1 occupies all or any portion of the Licensed Premises, or if there is a substitution of any agency of state government for such User Agency.

6.5 Yield Up at Termination of License

At the expiration or other termination of this License, Licensee must remove all Licensee's effects from the Licensed Premises. Licensee must surrender and deliver up the Licensed Premises to Licensor in the condition in which Licensee is required to maintain the Licensed Premises, as set forth in this License, reasonable wear and tear, and damage by fire or other casualty, excepted. Any personal property of Licensee remaining upon the Licensed Premises after Licensee has surrendered the Licensed Premises becomes the property of Licensor. If Licensor removes and disposes of any remaining property, Licensee agrees to pay the reasonable costs of removal and disposal, less any salvage value actually recovered by Licensor, provided that such claim is submitted to Licensee, in writing, within 30 days after Licensee vacates the Licensed Premises.

7. CASUALTY; EMINENT DOMAIN

7.1 Damage by Fire or Other Casualty

If any damage to the Licensed Premises or Building or the repair of either or both by Licensor (i) renders any part of the Licensed Premises unfit for use and occupation by Licensee or otherwise materially interferes with Licensee's use and occupancy of the Licensed Premises, or (ii) causes a material cessation or reduction in the services to be provided by Licensor under this License (even if Licensee may continue to use and occupy the Licensed Premises), the License Fee or a just portion of the License Fee must be abated until the Licensed Premises and/or such services have been restored as required by this License.

7.2 Eminent Domain

- (a) If all or any substantial part of the Licensed Premises or the Building is taken for any public or quasi-public use under governmental law or by right of eminent domain (the Taking), this License terminates at the election of Licensor, which may be made notwithstanding that Licensor's entire interest in the Building may not have been divested. Licensee may also elect to terminate this License if the Taking would materially interfere with Licensee's use and occupancy of the Licensed Premises (even if the Licensed Premises and Building are reconstructed by Licensor to the maximum extent practicable in the case of a partial Taking), or, in the case of a partial Taking, if (i) Licensee determines, in Licensee's reasonable business judgment, that any reconstruction of the Licensed Premises and/or the Building necessary for Licensee's use and occupancy of the Licensed Premises in accordance with the provisions of this License cannot, in ordinary course, be expected to be completed by Licensor within 150 days from the date of the Taking, or (ii) Licensor, having elected not to terminate this License, fails to complete such reconstruction within 150 days after the Taking.
- (b) If any Taking of the Licensed Premises or the Building, or the restoration of either or both by Licensor, (i) reduces the Usable Area of the Licensed Premises, (ii) renders any part of the

Licensed Premises unfit for use and occupation by Licensee, or otherwise materially interferes with Licensee's use and occupancy of the Licensed Premises, or (iii) causes a material cessation or reduction in the services to be provided by Licensor under this License (even if Licensee may continue to use and occupy the Licensed Premises), the License Fee or a just portion of the License Fee must be abated until the Licensed Premises, or their remains, and/or such services are restored, as required by this License. In the case of a Taking that reduces the Usable Area of the Licensed Premises, interferes with Licensee's use and occupancy of the Licensed Premises, or materially diminishes Licensor's services on a permanent basis, a just portion of the License Fee must be abated for the remainder of the License Term.

8. INDEMNIFICATION AND INSURANCE

8.1 Licensee's Self-Insurance

Licensor and Licensee acknowledge and agree that Licensee is self-insured and that Licensee is not required by this License to procure or maintain insurance of any kind for payment of damages to Licensor or any other party. Notwithstanding any other provision of this License, but subject to the provisions of § 12.1, Licensee's liability for injuries to persons or property is governed by the provisions of G. L. c. 258 or any successor statute.

8.2 Licensee's Personal Property, Assumption of Risk

All of the furnishings, equipment, effects, and personal property of every kind and nature of Licensee, and of all persons claiming by, through, and under Licensee, that, during the License Term, may be on the Licensed Premises or in the Building is at the sole risk and hazard of Licensee, except for damage or loss caused by the negligence, breach of this License, or willful misconduct of Licensor. If the whole or any part of such personal property is destroyed or damaged by fire, water, or other casualty, no part of such loss or damage is to be charged to or to be borne by Licensor, unless such loss or damage is due to the negligence, breach of this License, or willful misconduct of Licensor.

8.3 Waiver of Subrogation

To the extent that insurance proceeds are actually recovered under insurance maintained by or for the benefit of Licensor or Licensee (Licensee being under no obligation to maintain any insurance), Licensor and Licensee each releases the other from any and all liability paid for on account of such proceeds, and to such extent (and only to such extent), each waives all claims by way of subrogation. All insurance that is carried by Licensor with respect to the Licensed Premises, whether or not required by this License, must include provisions that deny to the insurer acquisition by subrogation of rights of recovery against Licensee to the extent such rights have been waived by Licensor, insofar as and to the extent that such provisions may be effective without making it impossible for Licensor to obtain insurance coverage from responsible companies qualified to do business in Massachusetts, even though extra premium may result from such provisions.

9. TERMINATION

- (a) This License expires on the date specified in § 1.1 (the Expiration Date), unless terminated earlier by either Licensee or Licensor without cause by giving written notice to the other party at least 30 days before the effective termination date stated in such written notice.

- (b) On the effective date of termination, the obligations and liabilities of Licensor and Licensee end (except for those which, under this License, continue after termination,) as if the License Term had expired on such termination date.

10. HOLDING OVER

Licensee agrees that Licensor may accept any License Fee tendered by Licensee after the expiration or earlier termination of this License. Nothing in this § 10 is to be construed to give Licensee a right to remain in occupancy of the Licensed Premises after the Expiration Date.

11. FISCAL YEAR APPROPRIATIONS AND AUTHORIZATIONS

11.1 Licensee's Obligations Subject to Appropriations and Authorizations

The fiscal year of the Commonwealth is the twelve-month period ending June 30 of each year. Appropriations and authorizations for expenditures by agencies of the Commonwealth are made on a fiscal-year basis. In accordance with G. L. c. 29, §27, the obligations of Licensee under this License for any fiscal year, are subject to the appropriation and the allotment of sufficient funds to the User Agency.

11.2 Termination of License for Lack of Appropriations and Authorizations

If, for any fiscal year during the License Term, sufficient funds for the discharge of Licensee's obligations under this License are not appropriated and authorized, then Licensee may terminate this License by written notice to Licensor, without any liability whatsoever for damages, penalties, or other charges arising from early termination, and without further recourse to either party; provided, however, that Licensee must pay the License Fee and any other charges due to Licensor for the period before Licensee's surrender of the Licensed Premises, and that Licensee must comply with the provisions of § 6.5 of this License.

12. PERSONAL LIABILITY

12.1 Liability of Licensee

No official, employee, or consultant of the Commonwealth of Massachusetts must ever be personally liable to Licensor, or to any successor-in-interest to Licensor, or to any person claiming through or under Licensor for or on account of any failure by Licensee to perform any of its obligations under this License, or for or on account of any amount that may be or may become due under this License, or for the satisfaction of any judgement against Licensee under this License, or on any claim, cause, or obligation whatsoever under the provisions of this License.

12.2 Liability of Licensor

No trustee, beneficiary, partner, director, officer, shareholder, or employee of Licensor must ever be personally liable to Licensee, or to any successor-in-interest to Licensee, or to any person claiming through or under Licensee for or on account of any failure by Licensor to perform any of its obligations under this License, or for or on account of any amount that may be or may become due

under this License, or for the satisfaction of any judgment against Licensor under this License, or on any claim, cause, or obligation whatsoever under the provisions of this License. Licensee must look solely to Licensor's interest in the Licensed Premises, the Building, and the land upon which the Building is located, and to the rents and profits derived from the Licensed Premises, the Building, and said land for the satisfaction of any claim or judgment against Licensor under this License. Notwithstanding the foregoing, nothing in this paragraph limits any right that Licensee may otherwise have to obtain injunctive relief against Licensor, or to claim the proceeds of any insurance maintained by Licensor for Licensee's benefit. In addition, nothing in this § 12.2 limits the recourse of Licensee on account of willful fraudulent conduct.

13. NOTICE

13.1 Notice

- (a) Unless otherwise expressly permitted under this License, all notices or other communication required or permitted to be given under this License must be in writing, signed by a duly authorized representative of the party giving notice, and given by hand delivery (including without limitation, courier and overnight delivery service), or mailed by United States certified mail, postage prepaid, return receipt requested.
- (b) Unless otherwise expressly stated in this License, notices must be addressed and sent to Licensor at the address appearing for Licensor in § 1.1 and to Licensee at the address appearing for Licensee in § 1.1, with copies to the User Agency (i) at the address of the Licensed Premises (after the Date of Occupancy) and (ii) at the address set forth for the User Agency in § 1.1 if different from the address of Licensee.
- (c) Under this § 13, Licensor and Licensee, at any time and from time-to-time, may designate a different address or different addresses to which notices must be sent. Notices sent in this manner are deemed given, for all purposes, (i) on the date shown on the receipt for delivery or (ii) as of the date notice is sent if delivery is refused.

13.2 Special Notice Where Failure to Reply Results in Consent or Approval

If the consent or approval of Licensor or Licensee is deemed under this License to be given to a request or submission following a period of non-reply, such consent or approval is effective only if the outside of the envelope containing the request or submission bears the following legend with the appropriate time period filled in, printed in bold-face all-uppercase type at least one-quarter inch high (28-point font):

NOTICE: THIS REQUEST FOR APPROVAL REQUIRES IMMEDIATE REPLY. FAILURE TO RESPOND WITHIN _____ DAYS

RESULTS IN AUTOMATIC APPROVAL.

14. FORCE MAJEURE

Whenever this License requires performance on or by a fixed date, or within a fixed time or a reasonable time, if war, fire, flood, or other casualty, or strike, governmental regulation (including any delay in the payment of the License Fee caused by or resulting from an act or an omission of any branch, agency, or department of the government of the Commonwealth of Massachusetts, other than the User Agency or DCAM), weather, or any other event that is beyond the reasonable control of the party whose performance is required (each a “Force Majeure Event”) delays performance, the time for performance must be extended for a period that is equal to the duration of the delay.

15. MISCELLANY

15.1 Entire Agreement

This License contains all of the agreements between Licensor and Licensee with respect to the subject matter of this License and supersedes all prior writings and dealings between them with respect to this License.

15.2 Changes in License

The provisions of this License cannot be modified in any manner except by a written instrument signed, sealed, and mutually agreed upon by all the parties to this License and approved as required by law. No such instrument is void for lack of consideration.

15.3 Binding Agreement

This License binds and inures to the benefit of the parties to this License and to their respective representatives, successors, and assigns.

15.4 Governing Law

This License must be construed and governed by the laws of the Commonwealth of Massachusetts. Licensor and Licensee agree to bring any Federal or State legal proceedings arising under this License, in which the Commonwealth of Massachusetts, the User Agency, or DCAM is a party, in a court of competent jurisdiction within the Commonwealth of Massachusetts.

15.5 Waiver

The failure of either party to seek redress for violation or to insist upon the strict performance of any covenant or condition of this License does not prevent a subsequent act, that would have originally constituted a violation, from having all the force and effect of a violation. No provision of this License is deemed to have been waived by any party unless such waiver is in writing and signed by an authorized representative of the party to be bound by such waiver.

15.6 No Broker

Licensor and Licensee each represents and warrants to the other that no broker, agent, commission salesman, or other person has represented Licensor or Licensee, as the case may be, in connection with the procurement or consummation of this License.

15.7 Rights and Remedies Not Exclusive

Unless otherwise expressly stated in this License, no mention in this License of any specific right or remedy precludes Licensor or Licensee from exercising any other right, or from having any other remedy, or from maintaining any action to which Licensor or Licensee may otherwise be entitled, either at law or in equity.

15.8 Accord and Satisfaction

No acceptance by Licensor of a lesser sum than the License Fee then due is deemed to be other than on account of the earliest installment of such License Fee due, and no endorsement or statement on any check of Licensor or Licensee, and no letter accompanying any check or payment from either Licensor or Licensee to the other, is deemed an accord and satisfaction, and Licensor and Licensee may accept such check or payment without prejudice to such party's right to recover any balance due with respect to such payment or pursue any other remedy provided in this License.

15.9 Debarred or Suspended Contractors

Licensor must not accept bids or proposals from, or enter into any contract with, any person or firm for the construction (including but not limited to the Licensor's Improvements), repair, or maintenance of the Licensed Premises if such person or firm is debarred or suspended from contracting with the Commonwealth of Massachusetts, with the government of the United States of America, or with both under any applicable statute or regulation. Licensor must require each person and firm with whom Licensor contracts for the construction, repair, or maintenance of the Licensed Premises to agree with Licensor not to accept bids or proposals from, or enter into any contract with, any such debarred or suspended person or firm for all or any part of the construction (including but not limited to the Licensor's Improvements), repair, or maintenance of the Licensed Premises, and Licensor must strictly enforce each such agreement.

15.10 Time of Essence

Time is of the essence to this License and to each of its provisions.

15.11 Affirmative Action; Non-discrimination in Hiring and Employment

Licensor must comply with all federal and state laws, rules, and regulations promoting fair-employment practices or prohibiting employment discrimination and unfair-labor practices and must not discriminate in the hiring of any applicant for employment or demote, discharge, or otherwise subject any qualified employee to discrimination in the tenure, position, promotional opportunities, wages, benefits, or terms and conditions of their employment because of race, color, national origin, ancestry, age, sex, religion, disability, handicap, sexual orientation, gender identity, as defined by chapter 199 of the Acts of 2011, or for exercising any rights afforded by law. Licensor commits to exercise diligent efforts in purchasing supplies and services from certified minority or women-owned

businesses, small businesses, or businesses owned by socially or economically disadvantaged persons or persons with disabilities.

15.12 Severability

If any provision of this License is declared to be illegal, unenforceable, or void, then Licensor and Licensee are relieved of all obligations under that provision (or the application of that provision under circumstances in which that provision is illegal or unenforceable), provided, however, that the remainder of this License is enforced to the fullest extent permitted by law.

15.13 No Agreement Until Signed

No legal obligation arises with respect to the Licensed Premises or other matters covered by this License until this License is executed by Licensor, the User Agency, and the Division of Capital Asset Management and Maintenance, and delivery is made by and to each.

15.14 State Employees Barred from Interest

No official, employee, or consultant of the Commonwealth of Massachusetts must ever have any personal interest, direct or indirect, in this License or in Licensor, or participate in any decision relating to this License that affects the personal interest of such official, employee, or consultant, or that affects the interest of any corporation, partnership, or association in which such official, employee, or consultant is, directly or indirectly, interested.

15.15 Paragraph Headings

The paragraph headings in this License are for convenience of reference only and in no way define, increase, or limit the scope or intent of any provision of this License.

15.16 Counterparts

This License may be executed in any number of counterparts, each such counterpart is deemed to be an original for all lawful intents and purposes, and all such counterparts together constitute but one and the same License.

15.17 Rider, Certificate, Exhibits, and Other Accompanying Documents

Other than the “Certificate of Tax-and-Employment-Security Compliance,” each exhibit and other accompanying document is an integral part of this License for all lawful intents and purposes. The “Certificate of Tax-and-Employment-Security Compliance” is required by the General Laws of the Commonwealth of Massachusetts for license agreements in which the Commonwealth of Massachusetts is the licensee, but the “Certificate of Tax-and-Employment-Security Compliance” is not part of the documents for which it is required and therefore is not attached to them.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

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

LICENSOR: THE COUNTY OF BARNSTABLE, ACTING BY AND THROUGH ITS DULY ELECTED COUNTY COMMISSIONERS

By: _____

Printed Name: _____

Title: _____

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

By: _____
Carol W. Gladstone, Commissioner

USER AGENCY: EXECUTIVE OFFICE OF ENERGY AND ENVIRONMENTAL AFFAIRS MASSACHUSETTS OFFICE OF COASTAL ZONE MANAGEMENT

By: _____

Printed Name: _____

Title: _____

Approved as to Matters of Form:

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

RIDER TO LICENSE

DATE OF LICENSE:

LICENSOR: The County of Barnstable, acting by and through its duly elected County Commissioners

LICENSEE: The Commonwealth of Massachusetts acting by and through the Commissioner of its Division of Capital Asset Management and Maintenance on behalf of the User Agency, the Massachusetts Office of Coastal Zone Management of the Executive Office of Energy and Environmental Affairs

BUILDING (ADDRESS): 3195 Main Street, Barnstable, Massachusetts 02630

LICENSED PREMISES: 140 square feet of office space on part of the second floor of the Building

Modify this License as follows:

1. Any references in this License to any of the following exhibits are inapplicable:

- Exhibit A: Plan Showing Location of the Licensed Premises within the Building
- Exhibit A-1: Licensor's Measured Drawing of the Licensed Premises
- Exhibit A-2: Site Plan Showing Location of Reserved Parking Spaces
- Exhibit B: Schematic Space Plan of the Licensed Premises
- Exhibit C: Specifications for the Licensed Premises
- Exhibit D: Construction Schedule

2. Substitute for § 3.1 (a):

“Licensee agrees to pay, and Licensor agrees to accept, the License Fee described in § 1.1. The License Fee is payable in a one-time, lump-sum payment of \$5,000.00 and is due by June 30, 2019.”

3. Substitute for § 3.2 (a) and (b):

“The Date of Occupancy is July 1, 2018.”

4. § 3.3 (a) is inapplicable as Licensee is currently in occupancy of the Licensed Premises under a previous License Agreement.

5. § 4 is inapplicable because the Licensor's Improvements are not contemplated or proposed. However, if Licensor's Improvements are made during the License Term, § 4 is otherwise applicable.

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

LICENSOR: THE COUNTY OF BARNSTABLE, ACTING BY AND THROUGH ITS DULY ELECTED COUNTY COMMISSIONERS

By: _____

Printed Name: _____

Title: _____

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

By: _____

Carol W. Gladstone, Commissioner

USER AGENCY: EXECUTIVE OFFICE OF ENERGY AND ENVIRONMENTAL AFFAIRS MASSACHUSETTS OFFICE OF COASTAL ZONE MANAGEMENT

By: _____

Printed Name: _____

Title: _____

Approved as to Matters of Form:

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

COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE FOR ADMINISTRATION AND FINANCE
DIVISION OF CAPITAL ASSET MANAGEMENT AND MAINTENANCE
OFFICE OF LEASING AND STATE OFFICE PLANNING

CERTIFICATE OF COMPLIANCE WITH EXECUTIVE ORDER NO. 481

Pursuant to Executive Order No. 481, _____,
(name(s) of person(s) who signed the document to which this Certificate is attached for Landlord, Licensor, Mortgagee, *or* Prospective Lender)

_____ of County of Barnstable (Contractor),
(title(s) of person(s) who signed the document to which this Certificate is attached for Landlord, Licensor, Mortgagee, *or* Prospective Lender) (name of Landlord, Licensor, Mortgagee, *or* Prospective Lender named in the document to which this Certificate is attached)

whose principal place of business is located at 3195 Main Street, P. O. Box 427, Barnstable, MA 02630
(address of principal place of business of Landlord, Licensor, Mortgagee *or* Prospective Lender named in the document to which this Certificate is attached)

certifies, as a condition of receiving Commonwealth funds under *(a)* the lease *or (b)* the short-term tenancy agreement *or (c)* the license *or (d)* the amendment *or (e)* the subordination, non-disturbance, and attornment agreement *or (f)* the change-of-ownership documents to which this Certificate is attached (this Contract) for the premises located at 3195 Main Street, Barnstable, MA 02630
(address of the premises as stated in

_____ that:
the document to which this Certificate is attached)

1. The following provisions of this certification are ancillary to this Contract and will be and are binding upon Contractor as if literally included among the provisions of this Contract.
2. Contractor must not and will not knowingly use undocumented workers in connection with Contractor's performance under this Contract.
3. Pursuant to federal requirements, Contractor must and will verify the immigration status of all workers assigned to Contractor's performance under this Contract without engaging in unlawful discrimination, and Contractor must not and will not knowingly or recklessly alter, falsify, or accept altered or falsified documents from any such worker.
4. Contractor is aware that any breach of item 2, item 3, or both item 2 and item 3 during the term of this Contract may be regarded as a material breach of this Contract, subjecting Contractor to sanctions, including by way of example only and not limitation, monetary penalties, withholding of Commonwealth funds and other payments, suspension or termination of this Contract or both, and any other remedy available to Tenant *or* Licensee under this Contract, at law, or in equity.

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

(signature(s) of person(s) whose name(s) and title(s) appear at the beginning of this Certificate)

CERTIFICATE OF TAX-AND-EMPLOYMENT-SECURITY COMPLIANCE

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

whose principal place of business is located at 3195 Main Street, Barnstable, MA 02630

_____, certifies that:

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

Signed under the penalties of perjury on _____, 20_____

04-6001419
Federal Identification Number

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

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

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

AGENDA ITEM 8j

Authorizing the execution of a license agreement with Esri, Inc., for Geographic Information System (GIS) software, in the amount of \$41,583.00, for the period of July 1, 2018 through June 30, 2019



Esri Inc
380 New York Street
Redlands CA 92373

Subject: Renewal Quotation

Date: 04/02/2018
To: Anne Reynolds
Organization: Cape Cod Commission
Fax #: 508-362-3136 **Phone #:** 508-744-1240

From: Amanda Sardegna
Fax #: **Phone #:** 909 793 2853 Ext. 5029
Email: asardegna@esri.com

Number of pages transmitted
(including this cover sheet): 6

Quotation #25839964
Document Date: 04/02/2018

Please find the attached quotation for your forthcoming term. Keeping your term current may entitle you to exclusive benefits, and if you choose to discontinue your coverage, you will become ineligible for these valuable benefits and services.

If your quote is regarding software maintenance renewal, visit the following website for details regarding the maintenance program benefits at your licensing level
<http://www.esri.com/apps/products/maintenance/qualifying.cfm>

All maintenance fees from the date of discontinuation will be due and payable if you decide to reactivate your coverage at a later date.

Please note: Certain programs and license types may have varying benefits. Complimentary User Conference registrations, software support, and software and data updates are not included in all programs.

Customers who have multiple copies of certain Esri licenses may have the option of supporting some of their licenses with secondary maintenance.

For information about the terms of use for Esri products as well as purchase order terms and conditions, please visit
<http://www.esri.com/legal/licensing/software-license.html>

If you have any questions or need additional information, please contact Customer Service at 888-377-4575 option 5.



esri[®] 380 New York Street
 Redlands, CA 92373
 Phone: 909 793 28535029

Quotation

Date: 04/02/2018

Quotation Number: 25839964

Contract Number: 2012MPA6085

Cape Cod Commission
 P.O. Box 226
 Barnstable MA 02630-0226
Attn: Anne Reynolds

Phone: 508-362-3828
Customer Number: 1496

For questions regarding this document, please contact Customer Service at 888-377-4575.

Send Purchase Orders To:

Environmental Systems Research Institute, Inc.
 380 New York Street
 Redlands, CA 92373-8100
 Attn: Amanda Sardegna

Please include the following remittance address on your Purchase Order:

Environmental Systems Research Institute, Inc.
 P.O. Box 741076
 Los Angeles, CA 90074-1076

Item	Qty	Material#	Unit Price	Extended Price
10	1	52384 ArcGIS Desktop Advanced Concurrent Use Primary Maintenance Start Date: 07/01/2018 End Date: 06/30/2019	3,000.00	3,000.00
1010	4	52385 ArcGIS Desktop Advanced Concurrent Use Secondary Maintenance Start Date: 07/01/2018 End Date: 06/30/2019	1,200.00	4,800.00
2010	1	87194 ArcGIS Desktop Basic Concurrent Use Primary Maintenance Start Date: 07/01/2018 End Date: 06/30/2019	700.00	700.00
3010	2	87195 ArcGIS Desktop Basic Concurrent Use Secondary Maintenance Start Date: 07/01/2018 End Date: 06/30/2019	500.00	1,000.00
4010	1	87232	500.00	500.00

Quotation is valid for 90 days from document date.

Any estimated sales and/or use tax has been calculated as of the date of this quotation and is merely provided as a convenience for your organization's budgetary purposes. Esri reserves the right to adjust and collect sales and/or use tax at the actual date of invoicing. If your organization is tax exempt or pays state taxes directly, then prior to invoicing, your organization must provide Esri with a copy of a current tax exemption certificate issued by your state's taxing authority for the given jurisdiction.

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

Issued By: Amanda Sardegna **Ext:** 5029

[SARDEGNAA]

To expedite your order, please reference your customer number and this quotation number on your purchase order.



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380 New York Street
Redlands, CA 92373
Phone: 909 793 28535029

Quotation

Page 2

Date: 04/02/2018

Quotation Number: 25839964

Contract Number: 2012MPA6085

Item	Qty	Material#	Unit Price	Extended Price
		ArcGIS Spatial Analyst for Desktop Concurrent Use Primary Maintenance Start Date: 07/01/2018 End Date: 06/30/2019		
5010	2	87233 ArcGIS Spatial Analyst for Desktop Concurrent Use Secondary Maintenance Start Date: 07/01/2018 End Date: 06/30/2019	200.00	400.00
6010	1	87198 ArcGIS 3D Analyst for Desktop Concurrent Use Primary Maintenance Start Date: 07/01/2018 End Date: 06/30/2019	500.00	500.00
7010	2	87199 ArcGIS 3D Analyst for Desktop Concurrent Use Secondary Maintenance Start Date: 07/01/2018 End Date: 06/30/2019	200.00	400.00
8010	1	87236 ArcGIS Geostatistical Analyst for Desktop Concurrent Use Primary Maintenance Start Date: 07/01/2018 End Date: 06/30/2019	500.00	500.00
9010	1	98696 ArcGIS Publisher for Desktop Concurrent Use Primary Maintenance Start Date: 07/01/2018 End Date: 06/30/2019	500.00	500.00
10010	1	87192 ArcGIS Desktop Basic Single Use Primary Maintenance Start Date: 07/01/2018 End Date: 06/30/2019	400.00	400.00
11010	4	87193 ArcGIS Desktop Basic Single Use Secondary Maintenance Start Date: 07/01/2018 End Date: 06/30/2019	300.00	1,200.00
12010	1	98134 ArcGIS Data Interoperability for Desktop Concurrent Use Primary Maintenance Start Date: 07/01/2018 End Date: 06/30/2019	500.00	500.00
13010	1	100571	500.00	500.00



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Quotation

Page 3

Date: 04/02/2018

Quotation Number: 25839964

Contract Number: 2012MPA6085

Item	Qty	Material#	Unit Price	Extended Price
		ArcGIS Network Analyst for Desktop Concurrent Use Primary Maintenance Start Date: 07/01/2018 End Date: 06/30/2019		
14010	1	127626 Esri CityEngine Advanced Concurrent Use Primary Maintenance Start Date: 07/01/2018 End Date: 06/30/2019	800.00	800.00
15010	1	127657 Esri CityEngine Advanced Concurrent Use Secondary Maintenance Start Date: 07/01/2018 End Date: 06/30/2019	675.00	675.00
16010	5	150543 GeoPlanner for ArcGIS Online Term License Start Date: 07/01/2018 End Date: 06/30/2019	489.00	2,445.00
17010	5	153148 ArcGIS Online Named User Level 2 Term License Start Date: 07/01/2018 End Date: 06/30/2019	489.00	2,445.00
18010	1	155753 ArcGIS Business Analyst Desktop with US State Data Bundle Concurrent Use Maintenance Start Date: 07/01/2018 End Date: 06/30/2019	8,560.00	8,560.00
19010	1	157023 ArcGIS Developer Professional Annual Subscription Start Date: 07/01/2018 End Date: 06/30/2019	1,758.00	1,758.00
20010	2	161328 ArcGIS Enterprise Standard Up to Four Cores Maintenance Start Date: 07/01/2018 End Date: 06/30/2019	5,000.00	10,000.00



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Quotation

Page 4

Date: 04/02/2018

Quotation Number: 25839964

Contract Number: 2012MPA6085

Item Qty Material#

Unit Price

Extended Price

Item Subtotal	41,583.00
Estimated Tax	0.00
Total	USD 41,583.00

DUNS/CEC: 06-313-4175 CAGE: 0AMS3



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Quotation

Page 5

Date: 04/02/2018 **Quotation No:** 25839964 **Customer No:** 1496 **Contract No:** 2012MPA6085

Item	Qty	Material#	Unit Price	Extended Price
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IF YOU WOULD LIKE TO RECEIVE AN INVOICE FOR THIS MAINTENANCE QUOTE YOU MAY DO ONE OF THE FOLLOWING:

- RESPOND TO THIS EMAIL WITH YOUR AUTHORIZATION TO INVOICE
- SIGN BELOW AND FAX TO 909-307-3083
- FAX YOUR PURCHASE ORDER TO 909-307-3083
- EMAIL YOUR PURCHASE ORDER TO Service@esri.com

REQUESTS VIA EMAIL OR SIGNED QUOTE INDICATE THAT YOU ARE AUTHORIZED TO OBLIGATE FUNDS FOR YOUR ORGANIZATION AND THAT YOUR ORGANIZATION DOES NOT REQUIRE A PURCHASE ORDER.

If there are any changes required to your quotation please respond to this email and indicate any changes in your invoice authorization.

If you choose to discontinue your support, you will become ineligible for support benefits and services. All maintenance fees from the date of discontinuation will be due and payable if you decide to reactivate your support coverage at a later date.

The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at <http://www.esri.com/~ /media/Files/Pdfs/legal/pdfs/e300.pdf> and your signed agreement with Esri, if applicable. If no such agreement covers any item, then Esri's standard terms and conditions and product specific scope of use, found at <http://www.esri.com/legal/software-license> apply to your purchase of that item. Federal government entities and government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Acceptance of this quotation is limited to the terms of this Quotation. State and local government entities in California or Maryland buying under the State Contract are also subject to the terms and conditions found at <http://www.esri.com/legal/supplemental-terms-and-conditions>. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings.

In order to expedite processing, please reference the quotation number and any/all applicable Esri contract number(s) (e.g. MPA, ELA, SmartBuy ,GSA, BPA) on your ordering document.

By signing below, you are authorizing Esri to issue a software support invoice in the amount of USD \$41,583.00 plus sales tax, if applicable.

Please check one of the following:

I agree to pay any applicable sales tax.

I am tax exempt. Please contact me if Esri does not have my current exempt information on file.

Barnstable County Commissioners:

Leo Cakounes, Chair

Ronald Beaty, Vice-Chair

Mary Pat Flynn, Commissioner

Date

AGENDA ITEM 8k

Authorizing the execution of the second renewal of a lease agreement, with TR 3225 Main Street LLC, for the Cape Cod Commission office

LEASE AMENDMENT #3

TR 3225 MAIN STREET, LLC
LANDLORD

AND

BARNSTABLE COUNTY/CAPE COD COMMISSION
TENANT

PREMISES: 3225 Main Street
Barnstable, MA 02630

LEASE COMMENCEMENT DATE: December 1, 2008

LEASE AMENDMENT #3

THIS THIRD AMENDMENT TO LEASE (the "Amendment") is made and entered into as of the ____ day of _____, 2018, by and between TR 3225 Main Street, LLC, a Massachusetts limited liability company ("Landlord"), having its principal office and mailing address at c/o Turtle Rock, Inc., 231 Willow Street, Yarmouthport, Massachusetts 02675 and BARNSTABLE COUNTY/CAPE COD COMMISSION ("Tenant"), having a mailing address of P.O. Box 427, Superior Court, Barnstable, Massachusetts 02630.

WITNESSETH:

WHEREAS, Tenant and Landlord have entered into a certain Lease dated as of December 1, 2008 as amended by Lease Amendment #1 dated November 10, 2010 and executed by Landlord on November 15, 2010, and further amended by Lease Amendment #2 dated June 6, 2012 and executed by the Landlord on June 11, 2012 and Assignment and Assumption of Lease dated January 11, 2018 (the "Lease"), with respect to certain premises consisting of a unit containing approximately 8,838.6 square feet of office space and being 3225 Main Street, Barnstable, Massachusetts 02630; and

WHEREAS, Tenant has requested the Landlord to modify the terms and provisions of the existing Lease, so as to extend the Term of the Lease and amend the provisions of the Lease relating to Rent; and

WHEREAS, the Landlord is amenable to modifying such terms and provisions of the Lease, on the condition that the Tenant join with the Landlord in this Lease Amendment #3 to Lease.

NOW, THEREFORE, in consideration of these premises, the promises, mutual covenants and agreements contained in this Lease Amendment #3 and fully intending to be legally bound by this Lease Amendment #3, Landlord and Tenant agree as follows:

ARTICLE I **Amendments to Lease**

Effective as of _____, 2018 (the "Third Amendment Date") the Lease is amended in the following respects. Reference to ARTICLES and capitalized terms, unless a contrary intent is expressly set forth in this Lease Amendment #3, shall be as set forth in the Lease.

Article I: SUMMARY in the Lease as amended in Lease Amendment #1 and Lease Amendment #2 is hereby amended in Section 1.1. as follows:

Delete the Second Renewal Option and dates, costs and payments set forth for the Second Renewal Option and replace it with the following:

TERM	TERM DATES	COST PER SQUARE FOOT	MONTHLY PAYMENT	ANNUAL PAYMENT	TOTAL COSTS (Annual Pmt. X 5)
Second Renewal Option	12/1/18 – 11/30/23	\$19.02	\$14,012.08	\$168,145.00	\$840,725.00

ARTICLE II
Extension of Lease Term

In accordance with the provisions of ARTICLE X: MISCELLANEOUS, Subsection 1.1 Changes in Lease, Tenant hereby requests to exercise its Second Renewal Option subject to the terms and conditions as amended by this Lease Amendment #3. Landlord hereby accepts Tenant’s request. The termination date for the term of the Lease is now November 30, 2023.

ARTICLE III
Representations and Warranties

1. The Tenant hereby represents and warrants as follows:

A. Representations in Lease. Each of the representations and warranties made by the Tenant in the Lease were true, correct and complete when made and are true, correct and complete on and as of the date hereof with the same full force and effect as if each of such representations and warranties had been made by the Tenant on the date hereof and on the date of this Amendment No. 3.

B. No Defaults or Events of Default. No default or event of default exists on the date of this Amendment No. 3 (after giving effect to all arrangements and transactions contemplated by this Amendment No. 3).

2. The Landlord and Tenant hereby represent and warrant as follows:

A. Binding Effect of Documents. This Third Amendment to Lease has been duly executed and delivered by the Landlord and the Tenant, and is in full force and effect as of the date hereof, and each represents and warrants that the agreements and obligations of the parties contained herein constitute legal, valid and binding obligations of such party enforceable against such party in accordance with the respective terms.

ARTICLE IV
Provisions of General Application

1. No other changes. Except to the extent specifically amended and supplemented hereby, all of the terms, conditions and provisions of the Lease and its Exhibits shall remain unmodified, and the Lease and said Exhibits, as amended and supplemented by this Lease

Amendment #3, are confirmed as being in full force and effect.

2. Governing Law. This Lease Amendment #3 to Lease is intended to take effect as a sealed instrument and shall be deemed to be a contract under the laws of the Commonwealth of Massachusetts. This Lease Amendment #3 and the rights and obligations of each of the parties hereto shall be governed by and interpreted and determined in accordance with the laws of the Commonwealth of Massachusetts.
3. Joint and Several Liability. The liability of Tenant shall be joint and several.
4. Counterparts. This Lease Amendment #3 may be executed in any number of counterparts, each of which when executed and delivered, shall be deemed an original, but all of which together shall constitute one instrument. In making proof of this Lease Amendment #3, it shall not be necessary to produce or account for more than one counterpart thereof signed by each of the parties hereto.
5. Conflict with Other Agreements. If any of the terms of this Lease Amendment #3 shall conflict in any respect with any of the terms of the Lease or any Exhibit to said Lease, the terms of this Lease Amendment #3 shall be controlling.
6. Conditions Precedent. This Lease Amendment #3 shall become and be effective as of the Third Amendment Date, but only if the form of acceptance at the end of this Lease Amendment #3 shall be signed by the TENANT to the LANDLORD.

As expressly modified hereby, the Lease shall remain in full force and effect in accordance with the terms contained therein and is hereby ratified, approved and confirmed in all respects.

This Lease Amendment #3 shall be binding upon and shall inure to the benefit of Landlord and Tenant, and their respective successors and assigns.

The Remainder of This Page Intentionally Left Blank

IN WITNESS WHEREOF, the Landlord and Tenant have executed this Third Amendment as of the day and year first above written.

TENANT:
Barnstable County/Cape Cod Commission

By: _____
Leo Cakounes, Chair

By: _____
Ronald Beaty, Vice-Chair

By: _____
Mary Pat Flynn, Commissioner

LANDLORD:
TR 3225 MAIN STREET, LLC
By: CTS Capital Management, LLC, Manager

By: Jeffrey D. Bilezikian, Manager

AGENDA ITEM 81

Authorizing the execution of the subordination of a mortgage, on property in the Town of Barnstable, owned by Enrique and Adriana Alaniz