

AGENDA PACKET

05/23/18 REGULAR MEETING

AGENDA ITEM 5a

Approval of Minutes: Regular Meeting of May 9, 2018

AGENDA ITEM 5b

Approval of Minutes: Regular Meeting of May 16, 2018

AGENDA ITEM 6a

Draft of Proposed Ordinance 18-__: Barnstable County Coastal Resources Committee

AGENDA ITEM 6b

Ordinance 18-08: FY18 Supplemental Appropriation for the County Fire Rescue Training Academy

BARNSTABLE COUNTY

In the Year Two Thousand Eighteen

Ordinance 18-08

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

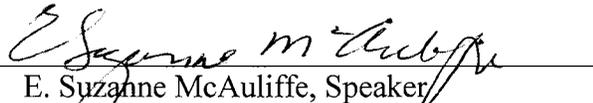
To add to the County’s operating budget for Fiscal Year 2018, as enacted in Ordinance No. 17-04, by making a supplemental appropriation for the Fiscal Year two-thousand and eighteen.

Section 1.

Based on a revised estimate of income of Barnstable County for the current fiscal year, made as of March 1, 2018, 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

Adopted by the Assembly of Delegates on May 16, 2018



 E. Suzanne McAuliffe, Speaker
 Assembly of Delegates

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

 Leo Cakounes
 Chairman

 Ronald Beaty
 Vice Chairman

 Mary Pat Flynn
 Commissioner

AGENDA ITEM 8a

Authorizing the filling of two (2) vacancies for AmeriCorps Cape Cod Program Supervisors

Program Supervisor Classified Ad in the Cape Cod Times

POSTING DATE:

Program Supervisor, General Corps – The Barnstable County AmeriCorps Cape Cod (BCACC) program is accepting applications for 2 full-time, live-in Program Supervisors; position will supervise activities of 12 AmeriCorps members; oversee conservation projects and partnerships with local nonprofit and government organizations; develop and facilitate trainings. Qualifications: Bachelor's Degree or equivalent experience; previous AmeriCorps or other national service experience highly desirable; knowledge of field-based conservation projects and Cape Cod ecology a plus; Salary: \$30,000/year plus housing and benefits. New hire must live in program provided residence with 12 members they supervise. Send cover letter, resume and contact information for 3 references by 5pm on 06/08/18 to: Barnstable County Human Resources; Attn: AC Program Supervisor, P.O. Box 427, Barnstable, MA 02630, humanresources@barnstablecounty.org; website: www.americorpscapedoc.org Barnstable County is an EOE. Position contingent on continued grant funding. BCACC is committed to the inclusion of people with disabilities and can provide reasonable accommodation upon request. Accommodations are also available for application and interview process.

5/8/2018

Dear Dan,

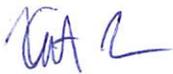
I have had a wonderful experience working for Barnstable County AmeriCorps Cape Cod for the past year. Unfortunately, as the year comes to an end I will also be leaving the organization. I am writing to announce my resignation as Program Supervisor.

I leave in order to let other members enjoy this position as I have, and to pursue a number of other jobs in the future. My last official day will be Friday August 10th, 2018.

I appreciate everything you've done for me during my time here and will always have a fond memory of this job and the organization. Please let me know if there's anything I can do to make this transition easier. I'm excited to see how the program will continue to grow under your leadership.

Sincerely,

Katie LeVander

A handwritten signature in blue ink, appearing to read 'Katie LeVander', with a stylized flourish at the end.

May 10, 2018

Mr. Schell,

I am resigning my position as Bourne house supervisor for AmeriCorps Cape Cod effective August 10, 2018. I appreciate the opportunity to work for this organization and look forward to seeing the excellent service that the next group of supervisors will lead. Let me know if there is anything I can do to make the transition for the next AmeriCorps supervisors easier.

Sincerely,

A handwritten signature in black ink that reads "Cole Starr". The signature is written in a cursive, flowing style.

Cole Starr



COUNTY OF BARNSTABLE

Employee Change of Status

Please enter the following change(s) to take effect on August 10, 2018

EMPLOYEE NAME Kathleen LeVander JOB TITLE Program Supervisor

DEPARTMENT Resource Development Office/AmeriCorps Cape Cod

(Signed) *Julie Bergman*
DEPARTMENT MANAGER

Date 5/16/18

CHANGE (Check all applicable boxes)	FROM			TO	
	GRADE AND STEP	ANNUAL HOURLY DAILY	MERIT %	GRADE AND STEP	ANNUAL HOURLY DAILY
<input type="checkbox"/> NEW POSITION					
<input type="checkbox"/> PROMOTION					
<input type="checkbox"/> REGRADE					
<input type="checkbox"/> RECLASSIFICATION					
<input checked="" type="checkbox"/> TERMINATION					
<input type="checkbox"/> INCREASE/DECREASE IN HOURS					
<input type="checkbox"/> EVALUATION					

COST CENTER

ORG _____ OBJ _____ JOB CLASS _____

REASON FOR THE CHANGE(S)

<input checked="" type="checkbox"/> RESIGNATION	<input type="checkbox"/> RETIREMENT
<input type="checkbox"/> RE-CLASSIFICATION OF EXISTING JOB	<input type="checkbox"/> LAYOFF
<input type="checkbox"/> DEMOTION	<input type="checkbox"/> DISCHARGE
<input type="checkbox"/> TRANSFER	<input type="checkbox"/> UNION CONTRACT
<input type="checkbox"/> LACK OF FUNDING (GRANT)	<input type="checkbox"/> VOTE
<input type="checkbox"/> PROBATIONARY PERIOD COMPLETED	<input type="checkbox"/> DECEASED
<input type="checkbox"/> NON EXEMPT TO EXEMPT	<input type="checkbox"/> ANNUAL REVIEW

LEAVE OF ABSENCE: FROM _____ (date) TO _____ (date)

OTHER (explain) _____

RECORD OF ACTION BY BARNSTABLE COUNTY COMMISSIONERS

APPROVED
 APPROVED WITH CHANGES NOTED BELOW
 OTHER (See Attached)

 Appointing Authority
 Appointing Authority
 Appointing Authority

Date _____

• BARNSTABLE COUNTY COMMISSIONERS •

20150114



COUNTY OF BARNSTABLE

Employee Change of Status

Please enter the following change(s) to take effect on August 10, 2018

EMPLOYEE NAME Joseph "Cole" Starr JOB TITLE Program Supervisor

DEPARTMENT Resource Development Office/AmeriCorps Cape Cod

(Signed) *Julie Ferguson*
DEPARTMENT MANAGER

Date 5/16/18

CHANGE (Check all applicable boxes)	FROM			TO	
	GRADE AND STEP	ANNUAL HOURLY DAILY	MERIT %	GRADE AND STEP	ANNUAL HOURLY DAILY
<input type="checkbox"/> NEW POSITION					
<input type="checkbox"/> PROMOTION					
<input type="checkbox"/> REGRADE					
<input type="checkbox"/> RECLASSIFICATION					
<input checked="" type="checkbox"/> TERMINATION					
<input type="checkbox"/> INCREASE/DECREASE IN HOURS					
<input type="checkbox"/> EVALUATION					

COST CENTER

ORG _____ OBJ _____ JOB CLASS _____

REASON FOR THE CHANGE(S)

<input checked="" type="checkbox"/> RESIGNATION	<input type="checkbox"/> RETIREMENT
<input type="checkbox"/> RE-CLASSIFICATION OF EXISTING JOB	<input type="checkbox"/> LAYOFF
<input type="checkbox"/> DEMOTION	<input type="checkbox"/> DISCHARGE
<input type="checkbox"/> TRANSFER	<input type="checkbox"/> UNION CONTRACT
<input type="checkbox"/> LACK OF FUNDING (GRANT)	<input type="checkbox"/> VOTE
<input type="checkbox"/> PROBATIONARY PERIOD COMPLETED	<input type="checkbox"/> DECEASED
<input type="checkbox"/> NON EXEMPT TO EXEMPT	<input type="checkbox"/> ANNUAL REVIEW

LEAVE OF ABSENCE: FROM _____ (date) TO _____ (date)

OTHER (explain) _____

RECORD OF ACTION BY BARNSTABLE COUNTY COMMISSIONERS

APPROVED APPROVED WITH CHANGES NOTED BELOW OTHER (See Attached)

Appointing Authority Appointing Authority Appointing Authority

Date _____

· BARNSTABLE COUNTY COMMISSIONERS ·



COUNTY OF BARNSTABLE

Personnel Positions and New Hire Form

DEPARTMENT Resource Development - AmeriCorps COST CENTER (G/L) # RDO - Grant Funded AC Salary

POSITION TITLE Program Supervisor EFFECTIVE DATE 8/20/18

REGULAR FULL TIME

TEMPORARY (under 6 mos.) PART TIME _____ hours per week EXEMPT NON EXEMPT

PROPOSED JOB GRADE grant funded STEP N/A

SALARY \$30,000+housing provided DAILY _____ HOURLY _____

TITLE OF IMMEDIATE SUPERVISOR Program Coordinator

ACTION REQUESTED

INTENT TO FILL VACANCY ¹

ESTABLISH NEW POSITION ²

APPOINTMENT ³

EMERGENCY EMPLOYMENT ³ - Reason _____

POSITION FILLED

OTHER _____

1 Must be advertised. (Signed) *Julie Ferguson*
DEPARTMENT MANAGER

2 Attach a new Job Description to this form. Date 5/16/18

3 Anticipated duration _____

EMPLOYEE NAME _____

ADDRESS _____

PHONE # _____

Prior municipal experience within Commonwealth of Massachusetts? YES NO

If YES, Employer _____

Address _____

Dates of Employment - From _____ To _____

RECORD OF ACTION BY BARNSTABLE COUNTY COMMISSIONERS

APPROVED APPROVED WITH CHANGES NOTED BELOW OTHER (See Attached)

Appointing Authority

Appointing Authority

Appointing Authority

Date _____

· BARNSTABLE COUNTY COMMISSIONERS ·



COUNTY OF BARNSTABLE

Personnel Positions and New Hire Form

DEPARTMENT Resource Development - AmeriCorps COST CENTER (G/L) # RDO - Grant Funded AC Salary

POSITION TITLE Program Supervisor EFFECTIVE DATE 8/20/18

REGULAR FULL TIME

TEMPORARY (under 6 mos.) PART TIME _____ hours per week EXEMPT NON EXEMPT

PROPOSED JOB GRADE grant funded STEP N/A

SALARY \$30,000+housing provided DAILY _____ HOURLY _____

TITLE OF IMMEDIATE SUPERVISOR Program Coordinator

ACTION REQUESTED

INTENT TO FILL VACANCY ¹

ESTABLISH NEW POSITION ²

APPOINTMENT ³

EMERGENCY EMPLOYMENT ³ - Reason _____

POSITION FILLED

OTHER _____

1 Must be advertised. (Signed) Julie Ferguson
DEPARTMENT MANAGER

2 Attach a new Job Description to this form. Date 5/16/18

3 Anticipated duration _____

EMPLOYEE NAME _____

ADDRESS _____

PHONE # _____

Prior municipal experience within Commonwealth of Massachusetts? YES NO

If YES, Employer _____

Address _____

Dates of Employment - From _____ To _____

RECORD OF ACTION BY BARNSTABLE COUNTY COMMISSIONERS

APPROVED APPROVED WITH CHANGES NOTED BELOW OTHER (See Attached)

Appointing Authority

Appointing Authority

Appointing Authority

Date _____

• BARNSTABLE COUNTY COMMISSIONERS •

AGENDA ITEM 8b

Authorizing the approval of Fiscal Year 2018 Vacation Carryover Requests as submitted by the Human Resources Director

AGENDA ITEM 8c

Authorizing appointments to the Barnstable County Health and Human Service
Advisory Council



**BARNSTABLE COUNTY
DEPARTMENT OF HUMAN SERVICES**

POST OFFICE BOX 427

BARNSTABLE, MASSACHUSETTS 02630
Main Office (508) 375-6628 FAX (508) 362-0290

Barnstable County
2018 Health & Human Services Advisory Council Membership

Date: May 14, 2018
To: County Commissioners: Leo Cakounes, Mary Pat Flynn, and Ron Beaty
From: Elizabeth Albert, Director, Department of Human Services and Chair of the Health and Human Services Advisory Council
Subject: New Nominees to Barnstable County Health and Human Services Advisory Council

In accordance with Ordinance 90-16 Section 4.2 (c), the County Commissioners appoint members of the Health and Human Services Advisory Council. The following name change and list of nominees is being recommended for appointment to the Barnstable County Health and Human Service Advisory Council beginning June 1, 2018 with term expiration date as noted.

The Tri-County HIV/AIDS & Hepatitis C Consortium of Cape and Islands will be replaced with AIDS Support Group of Cape Cod.

CONSORTIA		NOMINEE	TERM EXPIRATION
AIDS Support Group of Cape Cod	Rep Alt	Katie Riconda, Prevention Director Joe Carleo, Director	5/31/21
Cape & Islands District Attorney's Office	Rep Alt	Kathy Quatromoni, Community Programs Michael Trudeau, First District Attorney	5/31/21
Cape & Islands Regional Network on Homelessness	Rep	Paula Schnepf, Coordinator	5/31/21
Cape & Islands Suicide Prevention Coalition	Rep Alt	Reneelynn Proctor, South Bay Community Services Deb Martin, Co-Chair – C&I Suicide Prevention Coalition	5/31/19
Cape Cod Family Resource Center of Family Continuity	Rep Alt	Paul Melville, Program Director Terriann Morin, School Liaison	5/31/21
Cape Cod Healthcare Community Benefits	Rep	Lisa Guyon, Community Benefits	5/31/21
Cape Cod Neighborhood Support Coalition	Rep Alt	Beverly Costa-Ciavola, Director Marissa Campbell, Staff	5/31/21
Children's Cove	Rep Alt	Stacy Gallagher, Director Kristine Monteiro, Mental Health Coordinator	5/31/21
Councils on Aging Serving Together (COAST)	Rep Alt	Madeline Noonan, Director, Barnstable Senior Services Chris Hottle, Director, Provincetown Council on Aging	5/31/21
Elder Services of Cape Cod and the Islands	Rep Alt	Ellen McDonough, Director of Clinical Services Leslie Scheer, Director	5/31/21

Barnstable County Commissioners

Leo Cakounes, Chair

Ron Beaty, Vice Chair

Mary Pat Flynn, Commissioner

Date

AGENDA ITEM 8d

Authorizing the execution of a contract with the Massachusetts Department of Children and Families for a grant to Children's Cove, in the amount of \$75,400.00, for a period from July 1, 2018 through June 30, 2019 for its Sexual Abuse Investigative Network (SAIN) initiative

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



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

CONTRACTOR LEGAL NAME: County of Barnstable-SAIN (and d/b/a):	COMMONWEALTH DEPARTMENT NAME: Department of Children and Families MMARS Department Code: DSS
Legal Address: (W-9, W-4,T&C): 3195 Main Street, Barnstable, MA 02630	Business Mailing Address: 600 Washington Street, Boston, MA 02111
Contract Manager: Bobbi Moritz	Billing Address (if different):
E-Mail: bobbi.moritz@barnstablecounty.org	Contract Manager: Scott Scholefield
Phone: 508-373-6873 Fax: 508-375-6887	E-Mail: scott.scholefield@state.ma.us
Contractor Vendor Code: VC6000194979	Phone: 617-748-2382 Fax: 617-748-2441
Vendor Code Address ID (e.g. "AD001"): AD001. (Note: The Address Id Must be set up for EFT payments.)	MMARS Doc ID(s): INTF0000009921920152 RFR/Procurement or Other ID Number: Legislative Exemption
<input checked="" type="checkbox"/> NEW CONTRACT PROCUREMENT OR EXCEPTION TYPE: (Check one option only) <input type="checkbox"/> Statewide Contract (OSD or an OSD-designated Department) <input type="checkbox"/> Collective Purchase (Attach OSD approval, scope, budget) <input type="checkbox"/> Department Procurement (includes State or Federal grants 815 CMR 2.00) (Attach RFR and Response or other procurement supporting documentation) <input type="checkbox"/> Emergency Contract (Attach justification for emergency, scope, budget) <input type="checkbox"/> Contract Employee (Attach Employment Status Form , scope, budget) <input checked="" type="checkbox"/> Legislative/Legal or Other: (Attach authorizing language/justification, scope and budget)	<input type="checkbox"/> CONTRACT AMENDMENT Enter Current Contract End Date Prior to Amendment: _____. Enter Amendment Amount: \$ _____. (or "no change") AMENDMENT TYPE: (Check one option only. Attach details of Amendment changes.) <input type="checkbox"/> Amendment to Scope or Budget (Attach updated scope and budget) <input type="checkbox"/> Interim Contract (Attach justification for Interim Contract and updated scope/budget) <input type="checkbox"/> Contract Employee (Attach any updates to scope or budget) <input type="checkbox"/> Legislative/Legal or Other: (Attach authorizing language/justification and updated scope and budget)
The following COMMONWEALTH TERMS AND CONDITIONS (T&C) has been executed, filed with CTR and is incorporated by reference into this Contract. <input type="checkbox"/> Commonwealth Terms and Conditions <input checked="" type="checkbox"/> Commonwealth Terms and Conditions For Human and Social Services	
COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00. <input type="checkbox"/> Rate Contract (No Maximum Obligation. Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.) <input checked="" type="checkbox"/> Maximum Obligation Contract Enter Total Maximum Obligation for total duration of this Contract (or <i>new</i> Total if Contract is being amended). \$75,400.00.	
PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within 10 days ___% PPD; Payment issued within 15 days ___ % PPD; Payment issued within 20 days ___ % PPD; Payment issued within 30 days ___% PPD. If PPD percentages are left blank, identify reason: ___agree to standard 45 day cycle <input checked="" type="checkbox"/> statutory/legal or Ready Payments (G.L. c. 29, § 23A); ___ only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy .)	
BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT: (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.) Contract to provide services for and access to multi-disciplinary resources for children who are suspected of being victims of sexual abuse. All other current terms, conditions, requirements and specifications remain in effect.	
ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: ___ 1. may be incurred as of the Effective Date (latest signature date below) and no obligations have been incurred prior to the Effective Date . <input checked="" type="checkbox"/> 2. may be incurred as of July 1, 2018 a date LATER than the Effective Date below and no obligations have been incurred prior to the Effective Date . ___ 3. were incurred as of _____, 20____, a date PRIOR to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.	
CONTRACT END DATE: Contract performance shall terminate as of June 30, 2019 , with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.	
CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor makes all certifications required under the attached Contractor Certifications (incorporated by reference if not attached hereto) under the pains and penalties of perjury, agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable Commonwealth Terms and Conditions , this Standard Contract Form including the Instructions and Contractor Certifications , the Request for Response (RFR) or other solicitation, the Contractor's Response, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 21.07 , incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.	
AUTHORIZING SIGNATURE FOR THE CONTRACTOR: X: _____ Date: _____ (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>Leo Cakounes, Mary Pat Flynn, Ron Beaty</u> : Print Title: <u>Barnstable County Regional Board of Commissioners</u> :	AUTHORIZING SIGNATURE FOR THE COMMONWEALTH: X: _____ Date: _____ (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>Jeanne G. Campbell</u> Print Title: <u>Director of Procurement and Contracts.</u>

DEPARTMENT OF CHILDREN AND FAMILIES ATTACHMENT: PROGRAM/MODEL SUMMARY**CONTRACT NUMBER:** INTF0000009921920152 **FY:** 2019 **DATES FROM:** 07/01/2018 **TO:** 06/30/2019**PROVIDER NAME:** County of Barnstable-SAIN**PROVIDER PROGRAM NAME:** County of Barnstable Children's Cove: Cape Cod & The Islands Child Advocacy Center**DCF MODEL NAME:** Family Based – Supportive/Preventive**DCF MMARS PROGRAM CODE AND NAME:** FBSS – Supportive/Protective/Other

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

Children's Cove is a freestanding, child-friendly facility designed, staffed and equipped to provide comprehensive and coordinated multidisciplinary services to child abuse victims and their families. Children's Cove is a department of Barnstable County and was established in 1997 as the result of efforts from the Task Force on Children and the need for a collaborative strategy from involved agencies on the Cape and the Islands. These services, specialized by discipline, are provided by member agencies which include Barnstable County, the Cape and Islands District Attorney's Office, Cape Cod Healthcare, the Department of Children and Families, and the Department of Mental Health. The Center provides services for children, ages two through seventeen, who have disclosed they have been sexually abused, physically abused, witness to domestic violence, or a victim of child sexual exploitation and trafficking. In October 2008, Children's Cove became a fully accredited agency of the National Children's Alliance.

Children's Cove provides a safe, centralized, and "homelike" facility staffed by abuse experts trained to deal with children who have been victimized. Services provided include forensic interviews, specialized on-site medical examinations and evidence collection, mental health referrals and consultations, victim advocacy, community training and outreach, case tracking and case review. Children's Cove conducts, on average, 200 forensic interviews annually.

Agency staff includes a director, associate director/SAIN Coordinator, mental health coordinator, community education and outreach coordinator, family advocate and support staff. Forensic interviews are conducted primarily by the SAIN Coordinator and the Director of Children's Cove as a secondary source. Medical services are provided by a Pediatric Sexual Assault Nurse Examiner (PediSANE) through the MA Department of Public Health and Cape Cod Healthcare. Our pool of volunteers and interns through the year provide Children's Cove with necessary administrative support. The multi-disciplinary team (MDT) model that Children's Cove utilizes ensures that all partnering agencies are providing thorough and comprehensive services to our families. Children's Cove has established a comprehensive model that assures all partner agencies bring forth a strong MDT when providing services to child victims and their families.

AGENDA ITEM 8e

Authorizing the award and execution of a contract with Accord Vending, Inc. for food and beverage vending machine services for the Barnstable County Complex, for a period of July 1, 2018 through June 30, 2019 with the option to renew for two additional one-year periods

COUNTY OF BARNSTABLE

PURCHASING

DEPARTMENT OF FINANCE

SUPERIOR COURT HOUSE

P.O. BOX 427

BARNSTABLE, MASSACHUSETTS 02630

Phone: (508) 375-6637

Fax: (508) 362-4136

Email:

edavis@barnstablecounty.org

Elaine Davis
Chief Procurement Officer

May 17, 2018

MEMORANDUM

TO: County Commissioners

FROM: Elaine Davis, Chief Procurement Officer

RE: Notice of Bid Award

The County issued an Invitation for Bids for Food and Beverage Vending Machine Services and Maintenance for the Barnstable County Complex, the Barnstable County Second District Courthouse and the Fire Training Academy. One response was received from Accord Vending, Inc., offering a 12.8% commission on vending gross sales.

Please vote to award the contract to Accord Vending, Inc. as the responsive, responsible bidder. The term of the contract will be July 1, 2018 through June 30, 2019 with the option to renew for two additional one year periods.

Thank you.

County Commissioners:

Ronald R. Beaty, Jr.

Mary Pat Flynn

Leo Cakounes

Date

AGENDA ITEM 8f

Authorizing the execution of a contract with Peterson Oil, for the Supply and Delivery of Fuel Oil to Barnstable County and other Political subdivisions, for the period of July 1, 2018 to June 30, 2019

Barnstable County
3225 Main Street
Barnstable, MA 02630

and

Peterson's Oil Service Inc.
75 Crescent Street
Worcester, MA 01605

THIS AGREEMENT, made this _____ day of _____ 2018 by and between Peterson's Oil Service, Inc. (hereinafter referred to as Contractor), and Mary Pat Flynn, Ron Beaty and Leo Cakounes as they are the Commissioners of Barnstable County, but without any personal liability.

WITNESSETH, that the Contractor and County for the consideration hereinafter named agree as follows:

WHEREAS: Barnstable County issued an Invitation for Bids for Fuel Oil for Barnstable County and other Political subdivisions.

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

WHEREAS: The vendor is the responsive, responsible bidder offering the lowest price for the County locations.

NOW THEREFORE, the County and the Contractor do mutually agree as follows:

1. Employment of Contractor. The County hereby agrees to engage the Contractor to perform the services hereinafter set forth in the Scope of Services. Contractor shall not be considered an employee of Barnstable County. Contractor hereby agrees to hold the County harmless from any claims regarding worker's compensation benefits, unemployment compensation benefits, retirement benefits, or any other benefit normally attributable to the status of "employee" and Contractor specifically agrees to pay for all damages incurred by the County, including costs, benefits, and reasonable attorney fees in the event the Contractor files such claim.

2. Scope of Services. The Contractor shall perform the scope of services as set forth in Barnstable County's Invitation for Bids dated April 16, 2018 and the Contractor's bid dated April 30, 2018 incorporated herein by reference as Attachment A.

3. Time of Performance. Work in connection with the Agreement shall begin July 1, 2018 and continue until June 30, 2019.

4. Payment. The County shall compensate the Contractor for services provided under Scope of Services as follows:

Courthouses and County Complex	- \$2.42 per gallon
Le Hac House	\$2.42 per gallon
Fire Training Academy	\$2.42 per gallon

Upon acceptance of the Contractor's invoice, payment will be made within thirty (30) days. If an invoice is not accepted by the County within fifteen (15) days, it shall be returned to the Contractor with a written explanation for the rejection. At the end of each County fiscal year Contractor must submit any outstanding invoices for services performed or delivered during the fiscal

year (July 1-June 30) to the County no later than July 31st of the year when the resources were prepared.

5. Termination or Suspension of Contract for Cause. If through any sufficient cause, the Contractor or the Town shall fail to fulfill or perform its duties and obligations under this Contract, or if either party shall violate or breach any of the provisions of this Contract, either party shall thereupon have the right to terminate or suspend this Contract, by giving written notice to the other party of such termination or suspension and specifying the effective date thereof. Such notice shall be given at least fifteen (15) calendar days before such effective date.

6. Termination for Convenience of County/Town. The County/Town shall have the right to discontinue the work of the Contractor and cancel this contract by written notice to the Contractor of such termination and specifying the effective date of such termination. In the event of such termination or suspension of this Contract, the Contractor shall be entitled to just and equitable compensation for satisfactory work completed, for services performed and for reimbursable expenses necessarily incurred in the performance of this Contract up to and including the date of termination or suspension.

7. Changes. The County may, from time to time, require changes in the Scope of Contractor Services to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon by the County and the Contractor, shall be incorporated in written amendments to this Contract.

8. Non-Discrimination in Employment and Affirmative Action. The Contractor shall take affirmative action to ensure that qualified applicants and employees are treated without regard to age, race, color, religion, sex, marital status, sexual orientation, national origin, disability, or Vietnam Era Veteran status. The contractor agrees to comply with all applicable Federal and State statutes, rules and regulations prohibiting discrimination in employment including but not limited to: Title VII of the Civil Rights Act of 1964, as amended; Massachusetts General Laws Chapter 1518§(1); the Americans with Disabilities Act of 1990; and all relevant administrative orders and executive orders including Executive Order 246.

9. Subcontracting. None of the services to be provided by the Contractor pursuant to this Contract shall be subcontracted or delegated in whole or in part to any other organization, association, individual, corporation, partnership or other such entity without the prior written approval of the County. No subcontract or delegation shall relieve or discharge the Contractor from any obligation or liability under this Contract except as specifically set forth in the instrument of approval. If this Contract is funded in whole or in part with federal funds, Contractor further agrees to comply with the provisions of the Office of Management and Budget Circular A-110, as amended, with respect to taking affirmative steps to utilize the services of small and minority firms, women's business enterprises and labor surplus area firms. All subcontracts shall be in writing and shall contain provisions which are functionally identical to, and consistent with, the provisions of this Contract. The County shall have the right to obtain a copy of the subcontract upon request.

10. Interest of Members of County and Others. No officer, member or employee of the County, and no member of its governing body of the locality or localities in which the Project is situated or being carried out who exercises any functions or responsibility in the review or approval of the undertaking or carrying out of the Project, shall participate in any decision relating to this Contract which affects his personal interest or the interest of any corporation, partnership, or association in which he is directly or indirectly financially interested or has any personal or pecuniary interest, direct or indirect, in this Contract or the proceeds thereof.

11. Interest of Contractor. The Contractor covenants that it presently has no interest and shall not acquire any interest directly or indirectly which would conflict in any manner or degree with the performance of its services hereunder.

12. **Assignability.** The Contractor shall not assign any interest in this Contract and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of the County thereto; provided, however that claims for money due or to become due the Contractor from the County under this Contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the County.

13. **Recordkeeping, Audit, and Inspection of Records.** The Contractor shall maintain books, records, and other compilations of data pertaining to the requirements of the Contract to the extent and in such detail as shall properly substantiate claims for payment under the Contract. All such records shall be kept for a period of seven (7) years or for such longer period as is specified herein. All retention periods start on the first day after final payment under this Contract. If any litigation, claim, negotiation, audit or other action involving the records is commenced prior to the expiration of the applicable retention period, all records shall be retained until completion of the action and resolution of all issues resulting therefrom, or until the end of the applicable retention period, whichever is later. If this contract is funded in whole or in part with state or federal funds, the state or federal grantor agency, the County or any of its duly authorized representatives or designees, shall have the right at reasonable times and upon reasonable notice, to examine and copy, at reasonable expense, the books, records and other compilations of data of the Contractor which pertain to the provisions and requirements of this Contract. Such access shall include on-site audits, review and copying of records.

14. **Findings Confidential.** Any reports, information, data, etc., given to or prepared or assembled by the Contractor under this Contract which the County requests to be kept as confidential shall not be made available to any individual or organization by the Contractor without the prior written approval of the County.

15. **Publication, Reproduction and Use of Material.** No material produced in whole or in part under this Contract shall be subject to copyright in the United States or in any other country. The County shall have the unrestricted authority to publish, disclose, distribute, and otherwise use, in whole or in part, any reports, data or other materials prepared under this Contract.

16. **Political Activity Prohibited.** None of the services to be provided by the Contractor shall be used for any partisan political activity or to further the election or defeat of any candidate for public office.

17. **Anti-Boycott Warranty.** During the term of this Contract, neither the Contractor nor any "affiliated company" as hereafter defined, shall participate in or cooperate with an international boycott, as defined in Section 999 (b) (3) and (4) of the Internal Revenue Code of 1954, as amended by the Tax Reform Act of 1986, or engage in conduct declared to be unlawful by Sections 2 and 3 of Chapter 151E, Massachusetts General Laws. As used herein, an "affiliated company" shall be any business entity of which at least 51% of the ownership interested is directly or indirectly owned by the Contractor or by a person or persons or business entity or entities which directly or indirectly own at least 51% of the ownership interests of the Contractor.

18. **Choice of Law.** This Contract shall be construed under and governed by the laws of the Commonwealth of Massachusetts. The Contractor and the agents thereof, agree to bring any federal or state legal proceedings arising under this Contract, in which the County is a party, in a court of competent jurisdiction within the Commonwealth of Massachusetts. This paragraph shall not be construed to limit any rights a party may have to intervene in any action, wherever pending, in which the other is a party. All parties to this contract and covenant agree that any disputes be litigated in the District or Superior courts in Barnstable County.

19. **Force Majeure.** Neither party shall be liable to the other nor be deemed to be in breach of this Contract for failure or delay in rendering performance arising out of causes factually beyond its control and without its fault or negligence. Such causes may include, but are not limited to: acts of God or the public enemy, wars, fires, floods, epidemics, strikes, or unusually severe weather. Dates

or times of performance shall be extended to the extent of delays excused by this section, provided that the party whose performance is affected notifies the other promptly of the existence and nature of such delay.

20. Compliance with Laws. The Contractor shall promptly comply with all applicable laws, rules, regulations, ordinances, orders and requirements of the Commonwealth and any state or federal governmental authority relating to the delivery of the services described in this Contract subject to section 18 above. Unless otherwise provided by law, the Contractor shall promptly pay all fines, penalties and damages that may arise out of or are imposed because of the Contractor's failure to comply with the provisions of this section and, shall indemnify the County against any liability incurred as a result of a violation of this section. If the Contractor receives federal funds pursuant to this Contact, Contractor understands and agrees to comply with all federal requirements including but not limited to audit requirements. Not-for-Profit entities that receive federal funds from the County must comply with the audit requirements outlined in the Office of Management and Budget OMB Circular A-133.

21. Headings, Interpretation and Severability. The headings used herein are for reference and convenience only and shall not be a factor in the interpretation of the Contract. If any provision of this Contract is declared or found to be illegal, unenforceable, or void, then both parties shall be relieved of all obligations under that provision. The remainder of the Contract shall be enforced to the fullest extent permitted by law.

22. Waiver of Liability. The Contractor and the county hereby covenant and agree to waive any and all claims against Barnstable County and release Barnstable County from any liability arising out of the Scope of Services described in the attached "Exhibit A".

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

FOR THE COUNTY:

BARNSTABLE COUNTY COMMISSIONERS:

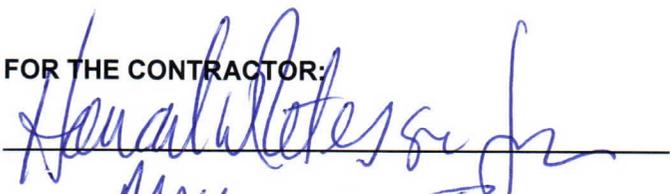
Leo Cakounes

Mary Pat Flynn

Ron Beaty

Date

FOR THE CONTRACTOR:



Gerald Peterson

Date: May 7, 2018

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



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

PAYMENTS AND PROMPT PAY DISCOUNTS

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

BRIEF DESCRIPTION OF CONTRACT PERFORMANCE

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

ANTICIPATED START DATE

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

CONTRACT END DATE

The Department must enter the date that Contract performance will terminate. **If the Contract is being amended and the Contract End Date is not changing, this date must be re-entered again here.** A Contract must be signed for at least the initial duration but not longer than the period of procurement listed in the RFR, or other solicitation document (if applicable). No new performance is allowable beyond the end date without an amendment, but the Department may allow a Contractor to complete minimal close out performance obligations if substantial performance has been made prior to the termination date of the Contract and prior to the end of the fiscal year in which payments are appropriated, provided

that any close out performance is subject to appropriation and funding limits under state finance law, and CTR may adjust encumbrances and payments in the state accounting system to enable final close out payments. Performance dates are subject to G.L. c.4, § 9.

CERTIFICATIONS AND EXECUTION

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

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

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

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

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

CONTRACTOR CERTIFICATIONS AND LEGAL REFERENCES

Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified, subject to any required approvals. The Contractor makes all certifications required under this Contract under the pains and penalties of perjury, and agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein:

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

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

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

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

Public Records and Access The Contractor shall provide full access to records related to performance and compliance to the Department and officials listed under Executive Order 195 and G.L. c. 11, s.12 seven (7) years beginning on the first day after the final payment under this Contract or such longer period necessary for the resolution of any litigation, claim, negotiation, audit or other inquiry involving this Contract. Access to view Contractor records related to any breach or allegation of fraud, waste and/or abuse may not be denied and Contractor can not claim confidentiality or trade secret protections solely for viewing but not retaining documents. Routine Contract performance compliance reports or documents related to any alleged breach or allegation of non-compliance, fraud, waste, abuse or collusion may be provided electronically and shall be provided at Contractor's own expense. Reasonable costs for copies of non-routine Contract related records shall not exceed the rates for public records under 950 C.M.R. 32.00.

Debarment. The Contractor certifies that neither it nor any of its subcontractors are currently debarred or suspended by the federal or state government under any law or regulation

AGENDA ITEM 8g

Authorizing the renewal of a contract with the Massachusetts Department of Public Health for a grant to the Human Services Department, in the amount of \$200,000.00, for the period of July 1, 2018 through June 30, 2020, for its Substance Abuse Prevention Collaborative initiative



The Commonwealth of Massachusetts
Executive Office of Health and Human Services
Department of Public Health
250 Washington Street, Boston, MA 02108-4619

CHARLES D. BAKER
Governor

KARYN E. POLITO
Lieutenant Governor

MARYLOU SUDDERS
Secretary

MONICA BHAREL, MD, MPH
Commissioner

Tel: 617-624-6000
www.mass.gov/dph

May 3, 2018

Elizabeth Albert
County of Barnstable
P.O. Box 368
Barnstable MA 02630

Dear Ms. Albert:

This is to inform you that the Massachusetts Department of Public Health, Bureau of Substance Addiction Services has renewed your contract for Substance Abuse Prevention Coalition Services. This contract, #INTF2354M04160222077 has been renewed in the amount of \$100,000.00 which will be in effect from July 1, 2018 through June 30, 2019.

The FY'2020 maximum obligation is \$100,000.00.

The total contract for all years is \$500,000.00.

This award contains funds from the Substance Abuse and Mental Health Services Administration (SAMHSA) of the federal government, #4512-9069 (CFDA#93.959). Providers receiving federal grant funds will be considered sub-recipients for the 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.

If you have any questions, please call the Bureau at (617)624-5146.

A handwritten signature in blue ink, appearing to read "AWH", written over a circular stamp or mark.

Charles A. Whiteman, Director of Administration and Finance
Bureau of Substance Addiction Services



The Commonwealth of Massachusetts
Executive Office of Health and Human Services
Department of Public Health
250 Washington Street, Boston, MA 02108-4619

CHARLES D. BAKER
Governor

KARYN E. POLITO
Lieutenant Governor

MARYLOU SUDDERS
Secretary

MONICA BHAREL, MD, MPH
Commissioner

Tel: 617-624-6000
www.mass.gov/dph

Date: 05/07/2018

To: COUNTY OF BARNSTABLE
Re: Contract # **INTF2354M04160222077**

Enclosed please find for your review and signature a Standard Contract package. This package is a result of recent negotiations with the Department of Public Health, as specified in the attached cover letter and includes the items noted below. Please take note of the following:

NEW STANDARD CONTRACT/AMENDMENT/RENEWAL FORM

Must be signed and dated (**Preferred BLUE INK**). Do not use correction fluid anywhere on the forms. If the provider information that is pre-filled in the upper left hand box is incorrect or missing, please contact me so that I can help you with the process to update. For instructions and hyperlinks, you can view this form at www.mass.gov/osc under Guidance for Vendors-Forms or at www.mass.gov/osd under OSD forms.

All attachments must be completed for your contract package to be processed.

CONTRACTOR AUTHORIZED SIGNATORY LISTING AND AUTHENTICATION FORM

An original Contractor Authorized Signatory Listing (CASL) form must be submitted for each new contract package. Once an original is in the contract file, the provider/vendor can include a copy of the CASL (first page only) with each subsequent contract amendment package, unless there is a change to the person who signed the Listing, or a name/s on the CASL changes. The contractor/vendor is responsible for ensuring that both pages are current.

If you have any questions, please contact **Pech, Victoria** at **617-624-5807**
An original contract package must be completed by **05/21/2018** and mailed to:

Department of Public Health
Purchase of Service Office
250 Washington St., 8th Floor
Boston, MA 02108-4619
Attention: **Pech, Victoria**

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



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

CONTRACTOR LEGAL NAME: COUNTY OF BARNSTABLE		COMMONWEALTH DEPARTMENT NAME: Department of Public Health MMARS Department Code: DPH	
Legal Address: (W-9, W-4,T&C): 3195 MAIN ST BARNSTABLE, MA 02630-1105		Business Mailing Address: 250 Washington Street, Boston MA 02108	
Contract Manager: Elizabeth Albert		Billing Address (if different):	
E-Mail: balbert@barnstablecounty.org		Contract Manager: Pech, Victoria	
Phone: 508-375-6626	Fax: 508-362-0290	E-Mail: Victoria.Pech@MassMail.State.MA.US	
Contractor Vendor Code: VC6000194979		Phone: 617-624-5807	Fax: 617-624-5017
Vendor Code Address ID (e.g. "AD001"): AD 001 (Note: The Address ID must be set up for EFT payments.)		MMARS Doc ID(s): INTF2354M04160222077	
		RFR/Procurement or Other ID Number: 160222	
<input type="checkbox"/> NEW CONTRACT PROCUREMENT OR EXCEPTION TYPE: (Check one option only) <input type="checkbox"/> Statewide Contract (OSD or an OSD-designated Department) <input type="checkbox"/> Collective Purchase (Attach OSD approval, scope, budget) <input type="checkbox"/> Department Procurement (includes State or Federal grants <u>815 CMR 2.00</u>) (Attach RFR and Response or other procurement supporting documentation) <input type="checkbox"/> Emergency Contract (Attach justification for emergency, scope, budget) <input type="checkbox"/> Contract Employee (Attach <u>Employment Status Form</u> , scope, budget) <input type="checkbox"/> Legislative/Legal or Other: (Attach authorizing language/justification, scope and budget)		<input checked="" type="checkbox"/> CONTRACT AMENDMENT Enter Current Contract End Date <u>Prior</u> to Amendment: <u>06/30, 20 18</u> , Enter Amendment Amount: \$ <u>200,000.00</u> (or "no change") AMENDMENT TYPE: (Check one option only. Attach details of Amendment changes.) <input checked="" type="checkbox"/> Amendment to Scope or Budget (Attach updated scope and budget) <input type="checkbox"/> Interim Contract (Attach justification for Interim Contract and updated scope/budget) <input type="checkbox"/> Contract Employee (Attach any updates to scope or budget) <input type="checkbox"/> Legislative/Legal or Other: (Attach authorizing language/justification and updated scope and budget)	
The following COMMONWEALTH TERMS AND CONDITIONS (T&C) has been executed, filed with CTR and is incorporated by reference into this Contract.			
<input checked="" type="checkbox"/> Commonwealth Terms and Conditions <input type="checkbox"/> Commonwealth Terms and Conditions For Human and Social Services			
COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00. <input type="checkbox"/> Rate Contract (No Maximum Obligation. Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.) <input checked="" type="checkbox"/> Maximum Obligation Contract Enter Total Maximum Obligation for total duration of this Contract (or new Total if Contract is being amended). \$ <u>500,000.00</u>			
PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through EFT 45 days from Invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within 10 days <u> </u> % PPD; Payment issued within 15 days <u> </u> % PPD; Payment issued within 20 days <u> </u> % PPD; Payment issued within 30 days <u> </u> % PPD. If PPD percentages are left blank, identify reason: <input type="checkbox"/> agree to standard 45 day cycle <input checked="" type="checkbox"/> statutory/legal or Ready Payments (<u>G.L. c. 29, § 23A</u>); <input type="checkbox"/> only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See <u>Prompt Pay Discounts Policy</u> .)			
BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT: (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.) Renewal Only			
ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: <input type="checkbox"/> 1. may be incurred as of the <u>Effective Date</u> (latest signature date below) and <u>no</u> obligations have been incurred <u>prior</u> to the <u>Effective Date</u> . <input checked="" type="checkbox"/> 2. may be incurred as of <u>07/01, 20 18</u> , a date LATER than the <u>Effective Date</u> below and <u>no</u> obligations have been incurred <u>prior</u> to the <u>Effective Date</u> . <input type="checkbox"/> 3. were incurred as of <u> </u> , 20 <u> </u> , a date PRIOR to the <u>Effective Date</u> below, and the parties agree that payments for any obligations incurred prior to the <u>Effective Date</u> are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are			
CONTRACT END DATE: Contract performance shall terminate as of <u>06/30, 20 20</u> , with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.			
CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor makes all certifications required under the attached <u>Contractor Certifications</u> (incorporated by reference if not attached hereto) under the pains and penalties of perjury, agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable <u>Commonwealth Terms and Conditions</u> , this Standard Contract Form including the <u>Instructions and Contractor Certifications</u> , the Request for Response (RFR) or other solicitation, the Contractor's Response, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in <u>801 CMR 21.07</u> , incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.			
AUTHORIZING SIGNATURE FOR THE CONTRACTOR: X: _____ Date: _____ (Signature and Date Must Be Handwritten At Time of Signature) Print Name: _____ Print Title: _____		AUTHORIZING SIGNATURE FOR THE COMMONWEALTH: X: _____ Date: _____ (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>Sharon Dyer</u> Print Title: <u>Director, Purchase of Service Office</u>	

**COMMONWEALTH OF MASSACHUSETTS
CONTRACTOR AUTHORIZED SIGNATORY LISTING**

Issued May
2004



CONTRACTOR LEGAL NAME :
CONTRACTOR VENDOR/CUSTOMER CODE:

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

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

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

AUTHORIZED SIGNATORY NAME	TITLE
Leo G. Cakounes	Barnstable County Commissioner: Chair
Mary Pat Flynn	Barnstable County Commissioner
Ronald R. Beaty	Barnstable County Commissioner

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

Signature

Date: 5-23-18

Title: BarnstableCounty Administrator

Telephone: 508-375-6648

Fax: 508 375 0140

Email:jack.yunits@barnstablecounty.org

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

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

**COMMONWEALTH OF MASSACHUSETTS
CONTRACTOR AUTHORIZED SIGNATORY LISTING**

Issued May
2004



CONTRACTOR LEGAL NAME :
CONTRACTOR VENDOR/CUSTOMER CODE:

PROOF OF AUTHENTICATION OF SIGNATURE

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

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

Signatory's full legal name (print or type): Leo G. Cakounes, Chair; Mary Pat Flynn; Ronald R. Beaty

Title: Barnstable County Regional Board of Commissioners

X _____

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

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

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

_____, 20 ____.

My commission expires on:

AFFIX NOTARY SEAL

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

_____, 20 ____.

AFFIX CORPORATE SEAL

AGENDA ITEM 8h

Authorizing the award and execution of contracts to and with WB Mason, The Treehouse, and Kenmark for the supply and delivery of toners to the County and other political subdivisions for the period of July 1, 2018 through June 30, 2019

COUNTY OF BARNSTABLE

PURCHASING

DEPARTMENT OF FINANCE

SUPERIOR COURT HOUSE

P.O. BOX 427

BARNSTABLE, MASSACHUSETTS 02630

Phone: (508) 375-6637

Fax: (508) 362-4136

Email:

edavis@barnstablecounty.org

Elaine Davis
Chief Procurement Officer

May 17, 2018

MEMORANDUM

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

The County issued an Invitation for Bids for the Supply and Delivery of Toners to the County and other Political Subdivisions for the period of July 1, 2018 through June 30, 2019. The awards are made to the responsive, responsible bidders offering the lowest overall prices by brand. Please vote to award the contracts to the following vendors at the prices submitted on their bid and reflected on the attached spreadsheet:

WB Mason
The Treehouse
Kenmark

Thank you.

County Commissioners:

Ronald R. Beaty, Jr.

Mary Pat Flynn

Leo Cakounes

Date

AGENDA ITEM 8i

Authorizing the execution of documents regarding funding from the Massachusetts Department of Environmental Protection for the Fiscal Year 2018 Water Quality Monitoring Program

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



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

<p>CONTRACTOR LEGAL NAME: BARNSTABLE COUNTY acting through the Cape Cod Commission (and d/b/a):</p>	<p>COMMONWEALTH DEPARTMENT NAME: ENVIRONMENTAL PROTECTION MMARS Department Code: EQE</p>
<p>Legal Address: (W-9, W-4,T&C): 3195 Main Street P.O. BOX427, Barnstable, Ma.02630</p>	<p>Business Mailing Address: ONE WINTER STREET, BOSTON, MA 02108</p>
<p>Contract Manager : Kristy Senatori</p>	<p>Billing Address (if different):</p>
<p>E-Mail: ksenatori@capecodcommission.org</p>	<p>Contract Manager: : KRISTIN LACROIX</p>
<p>Phone: (508)744-1216 Fax:</p>	<p>E-Mail: : kristin.lacroix@state.ma.us</p>
<p>Contractor Vendor Code: VC6000194979</p>	<p>Phone: (617) 348-4062 Fax: (617) 292-5636</p>
<p>Vendor Code Address ID (e.g. "AD001"): AD_001 (Note: The Address Id Must be set up for EFT payments.)</p>	<p>MMARS Doc ID(s): CT EQE BARNSTBLECOUNTY20818</p>
<p style="text-align: center;"><u> </u> NEW CONTRACT</p> <p>PROCUREMENT OR EXCEPTION TYPE: (Check one option only)</p> <p><u> </u> Statewide Contract (OSD or an OSD-designated Department)</p> <p><u> </u> Collective Purchase (Attach OSD approval, scope, budget)</p> <p><input checked="" type="checkbox"/> Department Procurement (includes State or Federal grants 815 CMR 2.00) (Attach RFR and Response or other procurement supporting documentation)</p> <p><u> </u> Emergency Contract (Attach justification for emergency, scope, budget)</p> <p><u> </u> Contract Employee (Attach Employment Status Form, scope, budget)</p> <p><u> </u> Legislative/Legal or Other: (Attach authorizing language/justification, scope and budget)</p>	<p style="text-align: center;"><u> </u> CONTRACT AMENDMENT</p> <p>Enter Current Contract End Date <u>Prior</u> to Amendment: _____.</p> <p>Enter Amendment Amount: \$ _____ (or "no change")</p> <p>AMENDMENT TYPE: (Check one option only. Attach details of Amendment changes.)</p> <p><u> </u> Amendment to Scope or Budget (Attach updated scope and budget)</p> <p><u> </u> Interim Contract (Attach justification for Interim Contract and updated scope/budget)</p> <p><u> </u> Contract Employee (Attach any updates to scope or budget)</p> <p><u> </u> Legislative/Legal or Other: (Attach authorizing language/justification and updated scope and budget)</p>
<p>The following COMMONWEALTH TERMS AND CONDITIONS (T&C) has been executed, filed with CTR and is incorporated by reference into this Contract.</p> <p><input checked="" type="checkbox"/> Commonwealth Terms and Conditions <u> </u> Commonwealth Terms and Conditions For Human and Social Services</p>	
<p>COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00.</p> <p><u> </u> Rate Contract (No Maximum Obligation. Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.)</p> <p><input checked="" type="checkbox"/> Maximum Obligation Contract Enter Total Maximum Obligation for total duration of this Contract (or new Total if Contract is being amended). \$ 250,000.00 <u> </u></p>	
<p>PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within 10 days <u> </u> % PPD; Payment issued within 15 days <u> </u> % PPD; Payment issued within 20 days <u> </u> % PPD; Payment issued within 30 days <u> </u> % PPD. If PPD percentages are left blank, identify reason: <u> </u> agree to standard 45 day cycle <u> </u> statutory/legal or Ready Payments (G.L. c. 29, § 23A); <u> </u> only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)</p>	
<p>BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT: (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.)</p> <p>The purpose of this funding is for costs associated with a water quality monitoring program being conducted for the waters of Nantucket Sound, Vineyard Sound, the eastern side of Buzzards Bay and Cape Cod Bay.</p>	
<p>ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations:</p> <p><u> </u> 1. may be incurred as of the Effective Date (latest signature date below) and no obligations have been incurred prior to the Effective Date.</p> <p><u> </u> 2. may be incurred as of _____, 20____, a date LATER than the Effective Date below and no obligations have been incurred prior to the Effective Date.</p> <p><input checked="" type="checkbox"/> 3. were incurred as of JULY 1, 2017, a date PRIOR to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.</p>	
<p>CONTRACT END DATE: Contract performance shall terminate as of JUNE 30, 2018, with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.</p>	
<p>CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor makes all certifications required under the attached Contractor Certifications (incorporated by reference if not attached hereto) under the pains and penalties of perjury, agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable Commonwealth Terms and Conditions, this Standard Contract Form including the Instructions and Contractor Certifications, the Request for Response (RFR) or other solicitation, the Contractor's Response, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 21.07, incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.</p>	
<p>AUTHORIZING SIGNATURE FOR THE CONTRACTOR:</p> <p>X: _____ Date: _____ (Signature and Date Must Be Handwritten At Time of Signature)</p> <p>Print Name: <u>Leo Cakounes, Ronald Beaty, Mary Pat Flynn</u></p> <p>Print Title: <u>Barnstable County Commissioners</u></p>	<p>AUTHORIZING SIGNATURE FOR THE COMMONWEALTH:</p> <p>X: _____ Date: _____ (Signature and Date Must Be Handwritten At Time of Signature)</p> <p>Print Name: <u>Bawa Wavezwa</u></p> <p>Print Title: <u>Director of Commissioner's Fiscal</u></p>

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



INSTRUCTIONS AND CONTRACTOR CERTIFICATIONS

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

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

Contractor Legal Address: Enter the Legal Address of the Contractor as it appears on the Contractor's [W-9](#) or [W-4 Form](#) (Contract Employees only) and the applicable [Commonwealth Terms and Conditions](#), which must match the legal address on the 1099I table in MMARS (or the Legal Address in HR/CMS for Contract Employee).

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

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

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

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

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

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

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

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

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

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

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

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

NEW CONTRACTS (left side of Form):

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

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

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

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

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

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

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

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

CONTRACT AMENDMENT (Right Side of Form)

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

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

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

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

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

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

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

COMMONWEALTH TERMS AND CONDITIONS

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

COMPENSATION

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



including, [Executive Order 147](#); [G.L. c. 29, s. 29F](#) [G.L. c.30, § 39R](#), [G.L. c.149, § 27C](#), [G.L. c.149, § 44C](#), [G.L. c.149, § 148B](#) and [G.L. c. 152, s. 25C](#).

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

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

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

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

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

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

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

Protection of Personal Data and Information. The Contractor certifies that all steps will be taken to ensure the security and confidentiality of all Commonwealth data for which the Contractor becomes a holder, either as part of performance or inadvertently during performance, with special attention to restricting access, use and disbursement of personal data and information under [G.L. c. 93H](#) and [c. 66A](#) and [Executive Order 504](#). The Contractor is required to comply with [G.L. c. 93I](#) for the proper disposal of all paper and electronic media, backups or systems containing personal data and information, provided further that the Contractor is required to ensure that any personal data or information transmitted

electronically or through a portable device be properly encrypted using (at a minimum) [Information Technology Division \(ITD\) Protection of Sensitive Information](#), provided further that any Contractor having access to credit card or banking information of Commonwealth customers certifies that the Contractor is PCI compliant in accordance with the [Payment Card Industry Council Standards](#) and shall provide confirmation compliance during the Contract, provide further that the Contractor shall immediately notify the Department in the event of any security breach including the unauthorized access, disbursement, use or disposal of personal data or information, and in the event of a security breach, the Contractor shall cooperate fully with the Commonwealth and provide access to any information necessary for the Commonwealth to respond to the security breach and shall be fully responsible for any damages associated with the Contractor's breach including but not limited to [G.L. c. 214, s. 3B](#).

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

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

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

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

Limitation of Liability for Information Technology Contracts (and other Contracts as Authorized). The [Information Technology Mandatory Specifications](#) and the [IT Acquisition Accessibility Contract Language](#) are incorporated by reference into Information Technology Contracts. The following language will apply to Information Technology contracts in the U01, U02, U03, U04, U05, U06, U07, U08, U09, U10, U75, U98 object codes in the [Expenditure Classification Handbook](#) or other Contracts as approved by CTR or OSD. Pursuant to Section 11. Indemnification of the Commonwealth Terms and Conditions, the term "other damages" shall include, but shall not be limited to, the reasonable costs the Commonwealth incurs to repair, return, replace or seek cover (purchase of comparable substitute commodities and services) under a Contract. "Other damages" shall not include damages to the Commonwealth as a result of third party claims, provided, however, that the foregoing in no way limits the Commonwealth's right of recovery for personal injury or property damages or patent and copyright infringement under Section 11 nor the Commonwealth's ability to join the contractor as a third party defendant. Further, the term "other damages" shall not include, and in no event shall the contractor be liable for, damages for the Commonwealth's use of contractor provided products or services, loss of Commonwealth records, or data (or other intangible property), loss of use of equipment, lost revenue, lost savings or lost profits of the Commonwealth. In no event shall "other damages" exceed the greater of \$100,000, or two times the value of the product or service (as defined in the Contract scope of work) that is the subject of the claim. Section 11 sets forth the contractor's entire liability under a Contract. Nothing in this section shall limit the Commonwealth's ability to negotiate higher limitations of liability in a particular Contract, provided that any such limitation must specifically reference Section 11 of the Commonwealth Terms and Conditions. In the event the limitation of liability conflicts with accounting standards which mandate that there can be no cap of damages, the limitation shall be considered waived for that audit engagement. These terms may be applied to other Contracts only with prior written confirmation from the Operational Services Division or the Office of the Comptroller. The terms in this Clarification may not be modified.

Northern Ireland Certification. Pursuant to [G.L. c. 7 s. 22C](#) for state agencies, state authorities, the House of Representatives or the state Senate, by signing this Contract the Contractor certifies that it does not employ ten or more employees in an office or other facility in Northern Ireland and if the Contractor employs ten or more employees in an office or other

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



facility located in Northern Ireland the Contractor certifies that it does not discriminate in employment, compensation, or the terms, conditions and privileges of employment on account of religious or political belief; and it promotes religious tolerance within the work place, and the eradication of any manifestations of religious and other illegal discrimination; and the Contractor is not engaged in the manufacture, distribution or sale of firearms, munitions, including rubber or plastic bullets, tear gas, armored vehicles or military aircraft for use or deployment in any activity in Northern Ireland.

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

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

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

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

EXECUTIVE ORDERS

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

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

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

Executive Order 346. Hiring of State Employees By State Contractors. Contractor certifies compliance with both the conflict of interest law [G.L. c. 268A specifically s. 5 \(f\)](#) and this order; and includes limitations regarding the hiring of state employees by private companies contracting with the Commonwealth. A privatization contract shall be deemed to include a specific prohibition against the hiring at any time during the term of Contract, and for any position in the Contractor's company, any state management employee who is, was, or will be involved in the preparation of the RFP, the negotiations leading to the awarding of the Contract, the decision to award the Contract, and/or the supervision or oversight of performance under the Contract.

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

Executive Order 504. Regarding the Security and Confidentiality of Personal Information. For all Contracts involving the Contractor's access to personal information, as defined in [G.L. c. 93H](#), and personal data, as defined in [G.L. c. 66A](#), owned or controlled by Executive Department agencies, or access to agency systems containing such information or data (herein collectively "personal information"), Contractor certifies under the pains and penalties of perjury that the Contractor (1) has read Commonwealth of Massachusetts Executive Order 504 and agrees to protect any and all personal information; and (2) has reviewed all of the Commonwealth [Information Technology Division's Security Policies](#). Notwithstanding

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

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

FY18 Cape Cod Comprehensive Coastal Water Quality Monitoring Program

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. The requested funds will support the continued collection of 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. While it is necessary to maintain and make available information on the efficacy of the range of technologies and approaches communities might use to improve water quality, it is also essential to monitor the waters to track change over time. A continuous database of monitoring data will allow for trend analyses and the evaluation of the overall condition of the coastal waters surrounding Cape Cod. By collecting and maintaining this data, the region establishes baseline conditions in the water bodies and can better

determine if the projects they are implementing are resulting in positive change, resulting in a better understanding of technology performance. Both technology performance data and embayment water quality data are necessary for decision making. 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 and help communities and the region better understand the impact of both traditional and non-traditional technologies on the health of coastal ecosystems.

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). This database must be used hand-in-hand with technology performance data, which the Commission maintains and makes available in a water quality technologies database.

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.
- Support technology projects that will result in additional and better data and an improved understanding of performance.
- 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 a better understanding of technology performance and inform annual updates to the water quality technologies database, the Commission and the Collaborative will support studies, pilot projects and monitoring related to a range of reduction, remediation and restoration technologies. Data will be collected in a format that can be utilized in a publicly accessible database and will be made available through the water quality technologies database.

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 an 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 dated May 3, 2017. 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 online 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.

Data Management and Analysis

The Commission and the Collaborative will continue to support the efforts of municipalities and other monitoring organizations to collect additional water quality monitoring data in locations not sampled as part of the CCS effort and performance monitoring data on non-traditional technologies. Ongoing data management and maintenance will allow for the best available information to be publicly accessible.

Water Quality Data Integration

Water quality data collected from across Cape Cod will continue to be inventoried and entered into the established regional water quality monitoring database. Support for sample collection at stations in embayments that have historically been sampled will be provided to communities currently planning or implementing water quality improvement projects.

Deliverables

- An update-to-date monitoring database
- Collection and analysis of environmental data and water samples delivered consistent with the data collected and delivered by CCS

Technology Performance Data

Investigation and implementation of a range of reduction, remediation and restoration technologies will result in performance data that will be integrated into the water quality technologies matrix in future annual updates. Support for hydrogeologic investigations, pilot project implementation, and associated performance data collection will be provided to communities considering the use of non-traditional technologies.

Deliverables

- Technical memos documenting results of investigations and project implementation
- Technology specific performance data
- An up-to-date water quality technologies matrix

Funding Request

State funds totaling \$250,000 will be utilized to fund the water quality data collection component of the monitoring program, as outlined below. Also outlined below is a match in the amount of \$250,000 to complete the data management and analysis tasks.

Task	Requested Funds	Match
Consulting Services/Center for Coastal Studies:		
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	\$33,768	
Subcontract to BBC (includes 5% contracted overhead)	\$40,667	
Water Quality Data Integration		\$100,000
Technology Performance Data		\$150,000
Total	\$250,000	\$250,000

AGENDA ITEM 8j

Authorizing the Execution of HOME Program 2018 Annual Plan Documents

DRAFT

2018 BARNSTABLE COUNTY

HOME ANNUAL PLAN

Executive Summary

AP-05 Executive Summary - 91.200(c), 91.220(b)

1. Introduction

The Barnstable County HOME Consortium [BCHC] is comprised of 15 communities on Cape Cod, Massachusetts. The 15 communities are Barnstable, Bourne, Brewster, Chatham, Dennis, Eastham, Falmouth, Harwich, Mashpee, Orleans, Provincetown, Sandwich, Truro, Wellfleet and Yarmouth. The towns of Barnstable and Yarmouth are also CDBG Entitlement Communities. The BCHC was formed to be a Participating Jurisdiction to receive and disburse HOME funds. Barnstable County initially designated the Cape Cod Commission, its planning and land use regulatory department, to act as the program's lead agent, responsible to HUD for all administrative functions related to the operation of the BCHC. In August 2015, Barnstable County transitioned the HOME program to its Department of Human Services, which administers the HUD McKinney-Vento Continuum of Care program for the region. Combining these complementary programs and services will provide an opportunity for increased efficiency and coordination in managing affordable housing and human services in the region. The priorities that the BCHC has established for the Five Year (2015-2019) Consolidated Plan are:

1. Develop and maintain an adequate supply of safe, decent rental housing that is affordable and accessible to residents with a range of income levels and household needs.
2. Preserve and maintain the existing affordable housing stock, particularly the units occupied by extremely and very low-income households.
3. Reduce individual and family homelessness by providing a viable continuum of care that implements a housing first strategy for permanent supportive housing.
4. Expand homeownership and rental opportunities for low income households.
5. Ensure that County residents with long-term support needs have access to accessible, community housing options.

2. Summarize the objectives and outcomes identified in the Plan

Please see AP-20 & AP-35 for outcomes identified in the plan.

3. Evaluation of past performance

For FFY 2018 through April 22, 2018, the following is the status of the goals and accomplishments in each of the Consortium's three program areas:

Housing Production-

Rental Housing- 2 completed project: 22 units; Goal- 20 units.

CHDO Housing- 0 completed projects; Goal- 5 units.

Down Payment/Closing Cost Program- 6 households assisted; Goal- 5 households.

As described more fully in AP-20, the Consortium is proposing to continue to allocate funding for these activities in FFY2018.

4. Summary of Citizen Participation Process and consultation process

In accordance with the Citizen Participation Plan of the Consolidated Plan, the following actions were taken to solicit and respond to comments on the 2018 Annual Plan:

- March 9, 2018 - Public Hearing Notice posted in the Barnstable County Human Services Department E-Newsletter that goes out to 2000 individuals working with low income residents in social service and minority organizations. This notice was also included Spanish and Portuguese versions.
- March 26, 2018- E-mail notification of April 6, 2018 Public Hearing Notice to about 100 people from all fifteen towns, local housing authorities, local housing committees, and affordable housing developers. The notice about the hearing that was e-mailed was also provided in Spanish and Portuguese. Posted on the Barnstable County Human Services Dept. web site.
- March 24, 2018- Publication of Notice of April 5, 2018 Public Hearing in the Cape Cod Times
- April 5, 2018- Public Hearing held in the Harborview Room located in the Barnstable County Complex. The meeting location was handicap accessible, and provisions were made for providing special accommodations for language interpretation or services for the deaf or hard of hearing.
- April 23, 2018- Public Comment Notice and draft 2018 Annual Plan posted on the Barnstable County Human Services Dept. web site.

- April 23, 2018- Copies of the draft 2018 Annual Plan mailed and e-mailed to 15 Town Halls and made available at the Human Services Dept. and Barnstable County offices.
- April 23, 2018- E-mail notification of 30-day Public Comment Notice to about 100 people from all fifteen towns, local housing authorities, local housing committees, and affordable housing developers. The notice about the 30-day comment period that was posted on the Barnstable County Human Services Dept. web site and that was e-mailed included Spanish and Portuguese versions.
- April 22, 2018- Publication of 30-day Public Comment Notice in the Cape Cod Times.
- May 4th & 18th, 2018-Public Comment Notice and draft 2016 Annual Plan posted in the Barnstable County Human Services Department E-Newsletter that goes out 1900 individuals working with low income residents in social service and minority organizations.
- April 22, 2018-May 22, 2018- 30-day Public Comment Period
- May 22, 2018-End of Public Comment Period
- May 23, 2018- Update report with public comment received and submit to HUD.

5. Summary of public comments

This could be a brief narrative summary or reference an attached document from the Citizen Participation section of the Con Plan.

6. Summary of comments or views not accepted and the reasons for not accepting them

7. Summary

From its inception, the Consortium has placed a high premium on citizen participation. Specific steps were taken early on to ensure that the fifteen towns and the numerous housing/social service agencies that exist on Cape Cod were given the opportunity to participate in this process. In that respect, the most significant step was to create the Advisory Council. Established through the passage of an ordinance by the County Legislature and appointed by the County Commissioners, the Advisory Council plays a central role in the development of Consortium's program, plans and policies. The Advisory Council consists of representatives from each of the 15 Cape communities along with 2 at large members.

The Advisory Council, which meets on a regular basis, assisted in the development of this Annual Plan, provides ongoing input regarding program design and implementation, and makes decisions in the award of project funds. The Council meetings are open to the public and welcome their participation. Over the last twenty-three years, the Advisory Council has become an important forum for discussing and acting regarding both housing and community matters.

PR-05 Lead & Responsible Agencies - 91.200(b)

1. Agency/entity responsible for preparing/administering the Consolidated Plan

The following are the agencies/entities responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

Agency Role	Name	Department/Agency
HOME Administrator	BARNSTABLE COUNTY	Department of Human Services

Table 1 – Responsible Agencies

Narrative

Consolidated Plan Public Contact Information

Barnstable County, Dept. of Human Services

AP-10 Consultation - 91.100, 91.200(b), 91.215(l)

Introduction

The HOME Consortium followed the public outreach procedures included in their Citizens Participation Plan developed in accordance with CFR Part 91, Section 105. The Annual Plan process included consultation with agencies concerned with affordable housing and homelessness; a public meeting by the HOME Consortium (4/5/18), and a public comment period (4/22/18 – 5/22/18). Important information was gleaned through the consultation process outlined in PR-10 of the Consolidated Plan and the FFY 2018 public process that confirmed the goals and priorities in the 2015-2019 Consolidated Plan of the Consortium.

Provide a concise summary of the jurisdiction's activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(l)).

The HOME program is a part of the Barnstable County Human Services Department, which helps in coordination between the HOME Program and Continuum of Care, as well as housing, mental health and service agencies, and health agencies. The Barnstable County Health & Human Services Advisory Council meets quarterly is made up of various groups like The Barnstable County Human Rights Commission, Cape Cod Child Development, Cape Cod Healthcare Community Benefits, Cape Cod Hunger Network, Cape & Islands District Attorney's Office, etc. The Barnstable County Human Services Department creates and distributes, a bi-monthly newsletter that includes various Human Service topics, affordable housing, health clinics, upcoming workshops, and various local services for residents of Cape Cod.

The HOME Advisory Council is diverse in its membership from an Assistant Town Manager, Housing Authority Directors, Director of Habitat for Humanity, Property Manager, Town Planners, local retirees from the Financial field of work, etc. The HOME Advisory Council meetings provide an excellent platform to enhance coordination between public and assisted housing providers.

Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness.

The Cape Cod and Islands Continuum of Care uses a coordinated entry system (CES) to prioritize people who are most in need of housing assistance. CES serves individuals, families and unaccompanied youth who are homeless, at imminent risk of homelessness, fleeing or attempting to flee domestic, and chronically homeless. CES enables comprehensive coordination of all housing and service resources in the community to better match people experiencing homelessness to appropriate permanent housing placements. In addition to targeting resources effectively, CES provides valuable information about service needs and gaps to support strategic allocation of current resources and identification of the need for additional resources.

Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards for and evaluate outcomes of projects and activities assisted by ESG funds, and develop funding, policies and procedures for the operation and administration of HMIS

2. Agencies, groups, organizations and others who participated in the process and consultations

The region covered by the CoC has several government and locally funded programs that provide financial assistance to help keep individuals and families in their respective housing, including:

(1) The Emergency Solutions Grant - Homeless Prevention provides financial assistance to individuals and families who are at risk of homelessness.

Housing relocation and stabilization services and short-and/or medium-term rental assistance are available as necessary to prevent the individual or family from moving to an emergency shelter, a place not meant for human habitation, or another place described in HUD's homeless definition. The costs of homelessness prevention are only eligible to the extent that the assistance is necessary to help the program participant regain stability in their current housing or move into other permanent housing and achieve stability in that housing. Eligible costs include Rental Assistance (rental assistance and rental arrears - gross rent cannot exceed fair market rents) and Financial Assistance (security and utility deposits, utility payments, last month's rent).

To be eligible for ESG-Homeless Prevention, an individual or family must have documented annual income below 30% of the Area Median Income, insufficient resources or support networks to manage costs without ESG funds, and sufficient income to manage costs once ESG funds have been dispersed, and at least one of the following:

- Moving 2 times in the last 60 days due to economic reasons

- Doubled up due to economic reasons
- Summary Process Summons and Complaint
- Order for Eviction within the next 21 days
- Living in a hotel not paid for by charitable organization, federal, state, or local funds
- Living in SRO/Efficiency with more than 2 persons or lives in unit where more than 1.5 persons reside per room
- Exiting a publicly funded institution or system of care
- Fleeing or attempting to flee domestic or other violence

Additionally, the individual or family must attain a score above 3 on the ESG Prevention Risk Scale.

(2) The Emergency Solutions Grant – Rapid Rehousing provides financial assistance to individuals and families who are currently experiencing homelessness. Housing relocation and stabilization services and/or short-and/or medium-term rental assistance are available as necessary to help individuals or families living in permanent housing and achieve stability in that housing. Eligible costs include Rental Assistance (rental assistance and rental arrears) and Financial Assistance (security and utility deposits, utility payments, last month’s rent).

To be eligible for ESG-Rapid Rehousing, an individual or family must have sufficient income to manage costs once ESG funds have been dispersed and at least one of the following:

- Sleeping in a car or place not meant for human habitation (park, abandoned building, airport, bus station, industrial building)
- Staying in a shelter or hotel/motel paid for by a charitable organization or government program
- Exiting an institution where the individual has resided for less than 90 days and resided in one of the above prior to entry

Additionally, the individual or family must attain a score above 3 on the ESG Prevention Risk Scale.

The current administering agency for ESG grants is Housing Assistance Corporation (HAC). As part of the contractual arrangement with the Commonwealth of Massachusetts Department of Housing and Community Development, HAC submits an annual report to track utilization and outcomes of the ESG programs it administers:

**Projected Outcomes
(4/1/2017 – 3/31/2019)**

ES Essential Services	ES Operations	Rapid Re-housing	Homelessness Prevention
<p># of persons to receive essential services.</p> <p>Include a one to two sentence description of those services.</p>	<p>Total # of bed nights to be provided by the shelter</p> <p>(Please include all shelter beds, not just those you are requesting ESG funding to support)</p>	<p># of households to be placed into permanent housing-20 Households</p>	<p># of households to receive prevention assistance 15 Households AND # of households expected to exit program to permanent housing. 15 Households</p>

Projected outcomes are estimated at the beginning of each contract cycle. DHCD and Contractor agree to adjust outcomes, as needed, during the life of the contract in order to align with the contract budget.

The Homeless Management Information System (HMIS) is a locally administered electronic data collection tool used to record and store client-level information about the numbers, characteristics, and needs of participants who use homeless housing and supportive services or homelessness prevention services. All Cape and Islands CoC recipients of grants from programs authorized by the HEARTH ACT Program Rule Title IV of the McKinney-Vento Act are required to contribute data to the CoC’s HMIS, with the exception of victim service providers. In addition, all other Cape Cod and Islands agencies providing shelter, housing and services to homeless and at-risk populations are strongly encouraged to use the Cape and Islands CoC HMIS database.

The Cape Cod and Islands CoC adopted an HMIS Governance Charter in September 2013, which defines the roles and responsibilities of the CoC, the HMIS Lead, Contributing HMIS Organizations (CHOs), and the CoC Planning Committee. The CoC HMIS function is regulated by the Cape and Islands Continuum of Care HMIS Policies and Procedures Manual (version 2.0 – June 2017), which outlines the terms set forth in the Governance Charter. Housing Assistance Corporation (HAC) currently serves as the CoC’s HMIS Lead entity. HAC employs a full-time HMIS Administrator/Security Officer to both assure the quality of data entered in the database and to support general usage by all programs using the system. This individual is responsible for monitoring compliance to HUD Data Standards and policies set within the CoC, for developing

necessary reports, and for overseeing privacy and security policies. The CoC has selected Social Solutions' *Efforts to Outcomes* (ETO) to serve as the CoC's HMIS software. ETO serves as a web-based direct data entry portal for organizations that use ETO as their data management system.

Each agency that participates in HMIS, referred to as a Contributing HMIS Organization (CHO), has its own site on the ETO software, and each agency controls its own data sharing activities. CHOs must execute a Participation Agreement with the HMIS Lead and must agree to abide by all CoC HMIS policies and procedures. CHOs are responsible for their client level data, are responsible for the integrity and security of their agency's client level data, and assume the liability for any misuse of the system by agency staff. Additionally, CHOs are responsible for ensuring that their agency users comply with all requirements of the Cape and Islands Continuum of Care HMIS Policies and Procedures.

A portion of the annual CoC Collaborative Application is devoted to funding for HMIS. The Cape and Islands CoC has prioritized the HMIS grant as a Tier One program and has received annual funding to establish and maintain the system and to upgrade system specs as necessary for compliance with new HUD data and reporting standards. In FY2016 the CoC applied for and was awarded a renewable HMIS Expansion Grant, whose purpose is to provide additional training for the HMIS Administrator and CHOs, to enhance ETO report-generating capabilities, and to create an electronic interface between HMIS and the CoC Coordinated Entry System utilizing additional ETO system modules.

Table 2 – Agencies, groups, organizations who participated

Identify any Agency Types not consulted and provide rationale for not consulting

Other local/regional/state/federal planning efforts considered when preparing the Plan

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?

Table 3 – Other local / regional / federal planning efforts

Please note this will be updated before submission to HUD

Narrative

AP-12 Participation - 91.401, 91.105, 91.200(c)

1. Summary of citizen participation process/Efforts made to broaden citizen participation Summarize citizen participation process and how it impacted goal-setting

2018-Annual Plan-Public Hearing and Comment Process

- March 9, 2018(missed additional newsletter due to cancelation) - Public Hearing Notice posted in the Barnstable County Human Services Department E-Newsletter that goes out to 2000 individuals working with low income residents in social service and minority organizations. This notice was also included Spanish and Portuguese versions.
- March 26, 2018- E-mail notification of April 6, 2018 Public Hearing Notice to about 100 people from all fifteen towns, local housing authorities, local housing committees, and affordable housing developers. The notice about the hearing that was e-mailed was also provided in Spanish and Portuguese. Posted on the Barnstable County Human Services Dept. web site.
- March 24, 2018- Publication of Notice of April 5, 2018 Public Hearing in the Cape Cod Times
- April 5, 2018- Public Hearing held in the Harborview Room located in the Barnstable County Complex. The meeting location was handicap accessible, and provisions were made for providing special accommodations for language interpretation or services for the deaf or hard of hearing.
- April 23, 2018- Public Comment Notice and draft 2018 Annual Plan posted on the Barnstable County Human Services Dept. web site.
- April 23, 2018- Copies of the draft 2018 Annual Plan mailed and e-mailed to 15 Town Halls and made available at the Human Services Dept. and Barnstable County offices.
- April 23, 2018- E-mail notification of 30-day Public Comment Notice to about 100 people from all fifteen towns, local housing authorities, local housing committees, and affordable housing developers. The notice about the 30-day comment period that was posted on the Barnstable County Human Services Dept. web site and that was e-mailed included Spanish and Portuguese versions.
- April 22, 2018- Publication of 30-day Public Comment Notice in the Cape Cod Times.
- May 4th & 18th, 2018-Public Comment Notice and draft 2016 Annual Plan posted in the Barnstable County Human Services Department E-Newsletter that goes out 1900 individuals working with low income residents in social service and minority organizations.
- April 22, 2018-May 22, 2018- 30-day Public Comment Period
- May 22, 2018-End of Public Comment Period
- May 23, 2018- Update report with public comment received and submit to HUD.

Citizen Participation Outreach

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
	Public Hearing	Minorities Non-English Speaking - Specify other language: Potrt. and Spanish Persons with disabilities Non-targeted/broad community Residents of Public and Assisted Housing	No public attended	Continued need for the rental housing units and the down payment & closing cost program	N/A	

Table 4 – Citizen Participation Outreach

Expected Resources

AP-15 Expected Resources - 91.420(b), 91.220(c)(1,2)

Introduction

Anticipated Resources

Please note these amounts will be updated prior to submission to HUD

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
HOME	Public Federal	Acquisition Homebuyer assistance Homeowner rehab Multifamily rental new construction Multifamily rental rehab New construction for ownership TBRA	394,500	40000	25000	400,000		Funds will be used for Down Payment & Closing Cost Program and Rental Housing Development

Table 2 - Expected Resources – Priority Table

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

There are several major program types where leveraged funds play a significant role in program objectives and some of which contribute to the HOME Match requirement.

- Investments in LIHTC and/or Federal and State Historic Tax Credit projects with private funding and/bond financing, to assist in the creation of new affordable housing units.
- Private (lending institutions) mortgage funding leveraged to assist low income families with the purchase of their first home, occasionally in conjunction with Housing Choice Vouchers (HCV). The use of HCV vouchers for homeownership has not been a practice used in the County, but has been used in many other communities in the country including ones with high housing costs. In addition, permanent mortgage financing is provided for affordable rental housing developments.
- Community Preservation Funds [CPA]. All 15 Consortium communities have established a Community Preservation Fund to preserve open space, historic resources and community housing, by imposing a surcharge of up to 3% on local property taxes. Through June 30, 2014 Cape communities have generated over \$210 million in CPA funds and have committed over \$37 million of that total (17.7%) for community housing activities.
- Inclusionary Zoning and Linkage Fees. The Cape Cod Commission requires that 10% of all residential developments of 30 units or 30 acres or more be set aside for affordable housing and also requires a linkage fee for commercial developments which require the CCC review.
- Local funds from some cities and towns provide other resources such as CDBG (Barnstable and Yarmouth) and Housing Trust funds (8 of the 15 communities).
- Town Donated Land. Currently all fifteen towns in the County have designated a total of approximately 200 acres of undeveloped town- owned land for affordable housing.
- Cape Light Compact. This County provides grants to low income owners to install energy efficient lighting and appliances and also provides subsidies to developers of newly constructed housing that meet Energy Star standards.

- Massachusetts Rental Voucher Program (MRVP). In recent rental development funding rounds. DHCD has made MRVP's available as project-based vouchers, primarily targeted to homeless individuals and families.
- Project Based Vouchers. PHAs and the State can provide up to 20% of their HCV vouchers for specific projects to satisfy HOME match requirements the Consortium utilizes any allowable source, but relies mostly on the Massachusetts Rental Voucher Program match.

If appropriate, describe publicly owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

In February the Barnstable County HOME Consortium conditionally funded Cape Cod Village a new construction development of group homes for 15 adults (age 22 and over) with autism and related developmental disabilities, all of whom will need 24/7 care for their daily living needs and who are clients of the Department of Developmental Services (DDS). The site is 3.8 acres, owned by CCV, located in downtown Orleans, and is permitted for the project. The project has received significant public funding commitments to date: \$950,000 in Community Preservation Act funding from Orleans and 6 other lower Cape communities; \$3 million first mortgage from USDA; and \$2 million in soft debt from DHCD.

The Barnstable County HOME Consortium received funding applications for the 2018 HOME Allocation for two potential affordable housing rental developments. One in Falmouth and the other located in Sandwich.

Discussion

Annual Goals and Objectives

AP-20 Annual Goals and Objectives - 91.420, 91.220(c)(3)&(e)

Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator

Table 3 – Goals Summary

Goal Descriptions

Please note this will be updated before submission to HUD

AP-35 Projects - 91.420, 91.220(d)

Introduction

#	Project Name
1	Rental Housing Dev.
2	CHDO
3	DPCC

Table 4 – Project Information

Describe the reasons for allocation priorities and any obstacles to addressing underserved needs

The allocation priorities are based on information gathered from the consultation and public input efforts and the data evaluated in the needs and market assessment. Rental housing development was identified as a priority due to the limited availability of rental housing on Cape Cod, particularly at rents that are affordable. The obstacles to the development of more affordable rental housing are reduced funding for the HOME program, limited alternative funding sources, and the continued increase in the cost of land and property on Cape Cod. Construction costs are higher as well. The Homebuyers Assistance program is a priority because of the high price of housing and the up-front costs associated with financing a home purchase, particularly for first time homebuyers with limited income. The continued increase in the sale price of homes on Cape Cod is an obstacle to this program's ability to address the need for assistance as well as the continued tightened bank lending standards because of the financial crisis of 2008.

AP-38 Project Summary

Project Summary Information-

Please note this will be updated before submission to HUD

AP-50 Geographic Distribution - 91.420, 91.220(f)

Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

HOME funds are invested throughout Barnstable County which encapsulates all the Consortium member towns. There are several areas within the County that have low-income and minority concentrations including the village of Hyannis in the town of Barnstable and parts of Yarmouth and Dennis.

Geographic Distribution

Target Area	Percentage of Funds
Barnstable County	100

Table 5 - Geographic Distribution

Rationale for the priorities for allocating investments geographically

HOME funds are invested throughout the Consortium member communities. Affordable housing needs are wide spread across the entire region and there is very limited land or property available at a price that makes affordable housing development possible. It is also important to the Consortium to integrate affordable housing project within all neighborhoods rather than just those dominated by low- income households.

Discussion

Affordable Housing

AP-55 Affordable Housing - 91.420, 91.220(g)

Introduction

One Year Goals for the Number of Households to be Supported	
Homeless	
Non-Homeless	29
Special-Needs	1
Total	

Table 6 - One Year Goals for Affordable Housing by Support Requirement

One Year Goals for the Number of Households Supported Through	
Rental Assistance	5
The Production of New Units	25
Rehab of Existing Units	
Acquisition of Existing Units	
Total	30

Table 7 - One Year Goals for Affordable Housing by Support Type

AP-60 Public Housing - 91.420, 91.220(h)

Introduction

I received one response from local housing authorities. A good number of the Housing Authorities on Cape Cod do not have Federal Housing.

Actions planned during the next year to address the needs to public housing

- Barnstable Housing Authority-We are issuing more subsidies. We HOPE recipients can lease up on Cape. The availability of units is one issue, the affordability is another issue; together it makes finding an appropriate unit very tough.

Actions to encourage public housing residents to become more involved in management and participate in homeownership

- Barnstable Housing Authority- In 2017, the BHA saw an unprecedented seven (7) families leave to purchase their own homes. All but one stayed on Cape. We will continue to educate, encourage, and assist our families to become homeowners.

If the PHA is designated as troubled, describe the manner in which financial assistance will be provided or other assistance

We have no troubled PHA's

Discussion

AP-65 Homeless and Other Special Needs Activities - 91.420, 91.220(i)

Introduction

Describe the jurisdictions one-year goals and actions for reducing and ending homelessness including

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

Several participating CoC agencies incorporate active street outreach programs into their service portfolio, including Vinfen, Duffy Health Center, Housing Assistance Corporation, and Homeless Prevention Council. Outreach staff are specially trained to interact with unsheltered populations and to assess them for services utilizing the Vulnerability Index - Service Prioritization Decision Assistance Tool (VI-SPDAT), a survey administered both to individuals and families to determine risk and prioritization. Street outreach providers are expected to continue to make attempts to engage those persons that have been resistant to accepting an offer of housing or services and to follow a Housing First approach to the maximum extent practicable.

The Regional Network on Homelessness / CoC has organized ad hoc Emergency Services meetings attended by numerous local service agencies to address the need for emergency shelter options for unsheltered homeless individuals during extreme cold snaps when all overflow beds at the emergency shelter are occupied. Strategies have been developed to leverage local resources for the short term (i.e., one-night motel vouchers, designated FEMA shelters, warming centers, etc.), and long-range planning for more permanent solutions will be a discussion topic at future meetings.

Addressing the emergency shelter and transitional housing needs of homeless persons

The local emergency shelter and transitional housing programs (including a project dedicated to veterans) are not included within the scope of CoC grant projects but do participate in the CoC's HMIS. The emergency shelter operates with a low barrier threshold and coordinates with health care and social service providers to assist shelter guests in transitioning out of shelter into housing. Client level demographic data, client assessments, numbers and configurations of beds, client utilization, and current openings / availability are tracked through HMIS.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals

and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

Entry into the CoC's CES is facilitated through 10 identified "access points", service organizations with staff trained to conduct assessments and referrals to available housing and services. While certain access points specialize in particular populations or groups (individuals without children, unaccompanied youth, families with children, households fleeing domestic violence, persons at risk of homelessness), the CoC CES follows the principal of No Wrong Door: households that present at any access point, at any time, regardless of whether it is an access point dedicated to the population to which the household belongs, can access an appropriate assessment process that provides the CoC with enough information to make prioritization decisions about that household. Several access point agencies offer outreach services to unsheltered individuals and are specially trained to access and enroll these populations into CES.

The Cape and Islands CoC has established the following priority populations for permanent supportive housing for individuals and families. These priorities have been established because solving homelessness for Cape and Islands CoC's most vulnerable people and highest users of resources will enhance the CoC's goal of quickly transitioning people who are homeless to permanent supportive housing:

- (1) Chronically homeless individuals and families with the most severe service needs
- (2) Chronically homeless individuals and families with the longest history of homelessness
- (3) All other chronically homeless individuals and families
- (4) Homeless individuals and families with a disability (adult or child) with the most severe service needs
- (5) Homeless individuals and families with long period of continuous or episodic homelessness
- (6) Homeless individuals and families coming from places not meant for human habitation

The most severe service needs will be determined by the household's score on the VI-SPDAT and projects will prioritize those with the highest scores within each category first.

The CoC prioritizes veterans over non-veterans in each prioritization category listed above. Essentially, this means that if two households present for assistance and both fall under the same order of priority (e.g. both chronically homeless and fall under Priority (1), but one is a veteran household and the other is not, the veteran household should be prioritized first. In general, the CoC will prioritize veteran households that are not eligible for VA housing or services.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); or, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs. (See section on ESG above).

In 2017 HUD introduced the housing grant project category of DedicatedPLUS to provide CoCs with more flexibility to serve vulnerable populations and to more effectively and more immediately address the needs of persons experiencing chronic homelessness, at risk of experiencing chronic homelessness, or who were chronically homeless prior to being housed and who have recently become homeless again. HUD encourages CoCs to continue adopting prioritization standards based on the length of time a potential program participant resided on the streets, in an emergency shelter, or in a safe haven, *along with* the severity of their service needs.

The CoC partners with the McKinney-Vento School Liaisons in every school district on the Cape and Islands and with the Cape Cod Community College in order to identify unaccompanied homeless youth and to offer them housing and stabilization services.

As the Collaborative Applicant for the annual grant competition, the CoC also submits the application for the annual HUD Homeless Youth Count, which is conducted over a three-week period in the spring. Homeless Prevention Council (HPC) will serve as the designated entity for the Cape and Islands CoC to implement the 2018 Youth Count. Because of the CoC's large geographic region, participation in the Youth Count will be primarily promoted via social media outlets and targeted outreach with partner agencies, and the following activities will be undertaken to ensure a broad reach and universal availability:

1. Promotion of the Youth Count regionally utilizing branded outreach materials provided by DHCD and the designated online survey tool
2. Engagement of unaccompanied homeless youth via social media, encouraging them to complete the designated online survey tool
3. Engagement of community partners to assist in identifying unaccompanied youth across the region to promote the Youth Count and Survey
4. Participation in the data collection and reporting activities and in DHCD's evaluation process.

AP-75 Barriers to affordable housing -91.420, 91.220(j)

Introduction

Cape Cod continues to be high housing cost, low wage, region in a state with extremely high housing costs. It is extremely challenging to create affordable housing rental housing for very low-income households; particularly households that are homeless or at risk, anywhere in the state, but even more particular to smaller communities and more rural areas in this region. All fifteen Towns on Cape Cod either already have, or are planning on hiring a Housing Coordinator. These Coordinators will assist Town Staff to create actions to remove barriers around affordable housing including land use policies, Neighborhood and community resistance to development, funding resources, etc.

Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment

Please see attached under Unique Appendices -**The Regional Housing Market Analysis and 10-Year Forecast of Housing Supply and Demand for Barnstable County, Massachusetts**, prepared by Crane Associates, Inc. and Economic Policy Resources(EPR), Burlington Vermont was supported by the Cape Cod Commission staff and a review panel of local and regional advisors.

Discussion

AP-85 Other Actions - 91.420, 91.220(k)

Introduction

Actions planned to address obstacles to meeting underserved needs

The most significant obstacle on the supply side to meeting affording housing is the cost of land and current zoning which favors larger lot single family housing development. The Cape Cod Commission is actively working with communities to change their zoning, particularly in village center areas, to accommodate greater density and therefore reduce the amount of land required per unit which in turn may reduce sale and rental prices. In addition, the HOME Consortium will use the following strategies to address obstacles to meeting underserved needs:

1. Resource allocation: With respect to public subsidies, the Consortium will continue to advocate for a larger share of budgetary resources be devoted to both housing production- including HOME- and housing voucher programs at the state and federal level. In addition, the Consortium will continue to support funding for the federal Affordable Housing Trust Fund.
2. Housing policy: The Consortium will have programmatic requirements to the greatest extent possible that are consistent with those of other public funders- especially with DHCD. For ongoing monitoring of rental projects, the Consortium will use reports from other public funders to the greatest extent possible for its required compliance reviews. Finally, the Consortium will engage DHCD to develop an ownership deed restriction that 1) survives foreclosure; 2) satisfies HOME regulations; and 3) enables units to be counted on the Subsidized Housing Inventory.
3. Land use policies: The Consortium will publicize and will advocate that towns 1) adopt local affordable housing bylaws such as those in Dennis and Barnstable; and 2) create a Chapter 40R district and/or adopt inclusionary zoning. The Consortium will continue to advocate for the continuation and improvement in Chapter 40B- the state's comprehensive permit law that allows applicants in communities that have not achieved 10% affordable housing to receive waivers from local regulations if the project has at least 20-25% affordable units.
4. Limited wastewater infrastructure: The Consortium will encourage and support wastewater planning and implementation efforts in local communities. The Consortium will also advocate that towns adopt land use bylaws that encourage affordable housing as part of their wastewater planning efforts.
5. Town staff capacity: The Consortium will continue to promote and support the use of the Planned Production regulations under Chapter 40B as a means for towns to both have an affordable housing plan and to have more control over the types of Chapter 40B development that occurs. To implement these plans, the Consortium will advocate that Towns look to local resources- particularly Community Preservation Act funds- to provide staff capacity to carry out the activities in the housing plans.
6. Neighborhood and community resistance: The Consortium will continue to educate the public through publications, workshops, and its web site of the need for and impact of affordable housing in the region.

Actions planned to foster and maintain affordable housing

The Cape Cod Commission, through its regulatory program requires housing development that require regional review to allocate 10% of their units to households with low to moderate income. For commercial projects requiring regional review, the Commission calculates the expected demand for affordable housing the development is expected to generate given the type of business(s) to be housed and wages earned. Based on this calculation, the Commission requires the development mitigate the impact, usually in the form of a cash payment used by the municipality and other housing agencies to create affordable housing in the region.

Actions planned to reduce lead-based paint hazards

While the cost of lead paint removal can potentially be prohibitively expensive, the Consortium will vigorously enforce the revised 2002 lead based paint regulations for all its program activities and will continue to support efforts of local organizations to attract lead paint removal resources to the region

Actions planned to reduce the number of poverty-level families

In addition to dedicating HOME funds to rental housing for extremely low-income households, and encouraging the set aside of housing vouchers for homeless or at risk homeless individuals/households. The Consortium will support all efforts in the region to protect low income households in deed restricted ownership units from losing their assets through foreclosure.

Actions planned to develop institutional structure

Barnstable County has co-located the HOME program and the Continuum of Care program in the Department of Human Services while adding affordable housing planning staff to the Cape Cod. The Cape Cod Commission has hired an Community Design/Affordable Housing Specialist that participates in the HOME Advisory Council meetings, as well as meets with HOME staff monthly to discuss local/regional affordable housing issues that are affecting the region.

Actions planned to enhance coordination between public and private housing and social service agencies

1. Utilize the HOME Advisory Council as a vehicle for the following purposes: secure federal, state and other funds, maintain communication between the towns, and serve as an information resource center for the Cape.
2. Encourage and support the activities of regional housing programs.

3. Educate the public about what is affordable housing and why it is needed.
4. Advocate and work with DHCD and HUD to resolve inconsistencies in programmatic requirements, funding programs, and in agency policies. The Consortium will focus on the HOME/universal deed rider issue as its priority.
5. Educate and work with lenders on the needs of first time homebuyers and the issues associated with affordable housing restrictions.
6. Advocate that all towns create housing action plans in accordance with DHCD's Housing Production standards and provide capacity to implement those plans.
7. Encourage use of local labor for HOME assisted projects.

Discussion

Program Specific Requirements

AP-90 Program Specific Requirements - 91.420, 91.220(I)(1,2,4)

Introduction

HOME Investment Partnership Program (HOME) Reference 24 CFR 91.220(I)(2)

1. **A description of other forms of investment being used beyond those identified in Section 92.205 is as follows:** We do not have any other forms of investment.
2. **A description of the guidelines that will be used for resale or recapture of HOME funds when used for homebuyer activities as required in 92.254, is as follows:**
Repayment/Shared Net Proceeds -Should the net proceeds (i.e. the sales price minus the repayment of loan(s) superior to the Program loan minus any reasonable and customary closing costs) not be sufficient to repay the full principal amount of the Program loan, then the repayment amount will be determined according to the following approach: the amount of the Program repayment will be proportional to the HOME Program investment and the owner's initial investment of their own funds, i.e. HOME Program loan divided by the HOME Program loan plus owner investment times net proceeds will equal the HOME Program repayment amount.

A description of the guidelines for resale or recapture that ensures the affordability of units acquired with HOME funds? See 24 CFR 92.254(a)(4) are as follows:

All HOME-funded rental housing units must contain long-term affordability restrictions. The length of the restrictions is dependent on the amount of development project assistance received. Rental projects receiving assistance under the rental housing development program are subject to a 20-year affordability restriction due to the use of HOME funds. Barnstable County adds an additional restriction for projects depending on the amount of funding received. Project receiving less than \$100,000 are restricted for an additional 30 years for a total of 50 years. Projects between \$100,000 and \$199,999 are subject to an additional 50 years for a total of 70 years. Projects receiving \$200,000 or more are extended at least another 79 years or if permitted by law for a total of 99 years or if permitted by law. Each applicant/borrower shall be required to sign a Promissory Note, Mortgage, Loan Agreement and Affordable Housing Restriction.

The HOME funds shall be provided in the form of a fifteen to fifty year, zero interest, and no monthly payment, deferred payment loan. The note will contain language that will allow for an extension of the loan term if necessary to preserve affordability. The loan amount will be recaptured if the unit(s) is sold during the term of mortgage, unless there is a default on the terms of the loan, in which case the entire loan amount, plus interest, will be due. During the term of the Affordable Housing Restriction, the affordability requirements will remain in effect regardless of a transfer occurring during its term.

Plans for using HOME funds to refinance existing debt secured by multifamily housing that is rehabilitated with HOME funds along with a description of the refinancing guidelines required that will be used under 24 CFR 92.206(b), are as follows: N/A- There are no such plans.

The Program requires that the sale of the home be governed by either a resale or recapture approach. If a deed restricted home is purchased under this Program, then the owner has a resale requirement and will be required to sell the home at some limited price to another income eligible household as described in the deed or affordable housing restriction.

If the home that is purchased is not deed restricted, then there is a recapture requirement in which the home can be sold to a buyer of any income at whatever price is agreed upon. In either case, the Borrower is still required to pay back to the Lender the full principal amount of the loan upon sale or transfer of the property or the shared net proceeds as described below.

Resale or Recapture: The Program requires that the sale of the home be governed by either a resale or recapture approach. If a deed restricted home is purchased under this Program, then the owner has a resale requirement and will be required to sell the home at some limited price to another income eligible household as described in the deed or affordable housing restriction.

If the home that is purchased is not deed restricted, then there is a recapture requirement in which the home can be sold to a buyer of any income at whatever price is agreed upon. In either case, the Borrower is still required to pay back to the Lender the full principal amount of the loan upon sale or transfer of the property or the shared net proceeds as described below.

Repayment/Shared Net Proceeds -Should the net proceeds (i.e. the sales price minus the repayment of loan(s) superior to the Program loan minus any reasonable and customary closing costs) not be sufficient to repay the full principal amount of the Program loan, then the repayment amount will be determined according to the following approach: the amount of the Program repayment will be proportional to the HOME Program investment and the owner's initial investment of their own funds, i.e. HOME Program loan divided by the HOME Program loan plus owner investment times net proceeds will equal the HOME Program repayment amount.

CERTIFICATIONS

In accordance with the applicable statutes and the regulations governing the consolidated plan regulations, the jurisdiction certifies that:

Affirmatively Further Fair Housing --The jurisdiction will affirmatively further fair housing.

Uniform Relocation Act and Anti-displacement and Relocation Plan -- It will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, (42 U.S.C. 4601-4655) and implementing regulations at 49 CFR Part 24. It has in effect and is following a residential anti-displacement and relocation assistance plan required under 24 CFR Part 42 in connection with any activity assisted with funding under the Community Development Block Grant or HOME programs.

Anti-Lobbying --To the best of the jurisdiction's knowledge and belief:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, 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 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 this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
3. It will require that the language of paragraph 1 and 2 of this anti-lobbying certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

Authority of Jurisdiction --The consolidated plan is authorized under State and local law (as applicable) and the jurisdiction possesses the legal authority to carry out the programs for which it is seeking funding, in accordance with applicable HUD regulations.

Consistency with plan --The housing activities to be undertaken with Community Development Block Grant, HOME, Emergency Solutions Grant, and Housing Opportunities for Persons With AIDS funds are consistent with the strategic plan in the jurisdiction's consolidated plan.

Section 3 -- It will comply with section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) and implementing regulations at 24 CFR Part 135.

Signature of Authorized Official

Date

Title

Specific HOME Certifications

The HOME participating jurisdiction certifies that:

Tenant Based Rental Assistance -- If it plans to provide tenant-based rental assistance, the tenant-based rental assistance is an essential element of its consolidated plan.

Eligible Activities and Costs -- It is using and will use HOME funds for eligible activities and costs, as described in 24 CFR §§92.205 through 92.209 and that it is not using and will not use HOME funds for prohibited activities, as described in §92.214.

Subsidy layering -- Before committing any funds to a project, it will evaluate the project in accordance with the guidelines that it adopts for this purpose and will not invest any more HOME funds in combination with other Federal assistance than is necessary to provide affordable housing;

Signature of Authorized Official

Date

Title

AGENDA ITEM 8k

Authorizing the extension of a subaward agreement with the University of Rhode Island Department of Resource Economics extending the time of performance to August 31, 2018

SUBAWARD AGREEMENT
BETWEEN

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

and

Department of Resource Economics
University of Rhode Island
Kingston, RI 02881

Federal Award Identification Number: NA16NOS4730006
Federal Award Date: March 1, 2016
Federal Award Amount: \$522,348
Federal Awarding Agency: National Oceanic & Atmospheric Administration
CFDA Number/Name: 11.473, Office for Coastal Management
FFATA Reportable: Yes
Research & Development: No

Subaward Start Date: December 1, 2017
Subaward Amount: \$75,000
Subrecipient NICRA: 53.5%
Subrecipient Match: \$0
Subrecipient DUNS: 144017188
Subaward Expiration Date: June 30, 2018

Commission Project Contacts:
Erin Perry, Special Projects Manager
eperry@capecodcommission.org
508-744-1236

Gail Coyne, Chief Fiscal Officer
gcoyne@capecodcommission.org
508-744-1202

Subrecipient Project Contacts:
James Opaluch
jimo@uri.edu
401-874-4590

Winifred Nwangwu
winny@uri.edu
401-874-2775

THIS SUBAWARD AGREEMENT (the "Agreement") is being entered into by and between the University of Rhode Island (the "Subrecipient"), and Leo Cakounes, Mary Pat Flynn, and Ronald Beaty and as they are the Commissioners of Barnstable County, acting by and through the Cape Cod Commission ("the Commission") so that the Subrecipient may participate in a project titled 'Resilient Cape Cod: a Path Forward with Innovative Tool Development and Public Engagement' (the "Project").

1. Background and Prime Award. The Commission and the National Oceanic & Atmospheric Administration (hereafter NOAA) entered into Grant Agreement #NA16NOS4730006 (hereafter referred to as Prime Award) to fund the Project. Under the terms of this Agreement, the Commission awards funds to the Subrecipient for its participation in the Project. Although funds to be provided to the Subrecipient under this Agreement will come ultimately from NOAA, Subrecipient acknowledges that NOAA is not a Party to this Agreement and has no obligations directly to Subrecipient under this Agreement. Notwithstanding the above, Subrecipient will be subject to and will comply with the terms and conditions contained in the Prime Award which are applicable to the Subrecipient, which are attached hereto as Attachment B and incorporated herein by reference.

2. Scope of Services/Budget. The Subrecipient will perform the scope of services for a maximum subaward of \$75,000 as set forth in Attachment A.

3. Disbursements and Accounting. The Subrecipient will separately account for expenditures made and payments received under this Subaward in its accounting records. The Commission will not be obligated to pay Subrecipient for any costs not detailed in Attachment A and will be under no obligation to disburse funds to the Subrecipient under the Agreement, except to the extent that funds are disbursed to the Commission under the Prime Award. Disbursements will be made to Subrecipient on a reimbursement basis no more frequently than quarterly, based upon receipt of a complete and accurate Financial Report for the applicable period. Payments will be sent to Subrecipient via check.

4. Administration: The Subrecipient agrees to comply with the Prime Award Terms and Conditions detailed in Attachment B and with 2 CFR 200 Uniform Guidance.

5. Reporting

Performance/Progress Reports – deliverables per Attachment A/final report due at Project conclusion

Financial Reports – quarterly financial reports (SF270) are due 10 days after the quarters ending 12/31/17 and 3/31/18

A final financial report is due within 30 days of project completion

6. Termination or Suspension of Agreement for Cause. If through any sufficient cause, the Subrecipient or the Commission fails to fulfill or perform its duties and obligations under this Agreement, or if either party violates or breaches any of the provisions of this Agreement, either party will thereupon have the right to terminate or suspend this Agreement, by giving written notice to the other party of such termination or suspension and specifying the effective date thereof. Such notice will be given at least fifteen (15) calendar days before such effective date.

7. Termination for Convenience of Commission. The Commission will have the right to discontinue the work of the Subrecipient and cancel this Agreement by written notice to the Subrecipient of such termination and specifying the effective date of such termination. In the event of such termination or suspension of this Agreement, the Subrecipient will be entitled to just and equitable compensation for satisfactory work completed, for services performed and for reimbursable expenses necessarily incurred in the performance of this Agreement up to and including the date of termination or suspension.

8. Recordkeeping, Audit, and Inspection of Records. The Subrecipient agrees to maintain books, records, documents and other evidence pertaining to all costs and expenses incurred and revenues acquired under this Subaward (collectively "Records") to the extent and in such detail as will properly reflect all costs and expenses for which reimbursement is claimed. The Records will be maintained in accordance with 2 CFR 200.333. As may be requested, the Subrecipient will provide timely and unrestricted access to its books and accounts, files and other Records with respect to the Project for inspection, review and audit by the Commission, NOAA and their authorized representatives. Upon inspection, review or audit, if the Commission

or NOAA disallows any costs claimed by the Subrecipient related to this Agreement, the Subrecipient will be responsible for reimbursing the Commission for any of those costs.

If the Subrecipient has a single audit performed in accordance with Uniform Guidance, the Awardee must electronically submit (within the earlier of 30 calendar days after receipt of the auditor's report, or nine months after the end of the audit period) to the Federal Audit Clearinghouse (FAC) the data collection form and the reporting package. The collection form must be obtained from the FAC webpage. The reporting package must include the Financial Statements and Schedule of Expenditures of Federal awards, the summary schedule of prior audit findings, the auditors reports and a corrective action plan. If the Subrecipient does not submit the form and package within the required timeframe, the Commission may perform additional monitoring of the award.

9. Title to and Use of Work Products and Data. Except to the extent otherwise provided in the Prime Award, title to any and all work product, including but not limited to reports, samples of any kind, studies, photographs, drawings, calculations, designs, diagrams, maps, surveys, data, database records, computer programs, and any other items created, produced, or developed by the Subrecipient using Subaward Funds, whether or not such work product constitutes intellectual property (collectively, along with all supporting data and material, the "Work Product") will vest in the Subrecipient. The Subrecipient hereby grants to the Commission and to NOAA an irrevocable, non-exclusive, royalty-free, perpetual license to use, reuse, print, reprint, publish, republish, reproduce, or otherwise disseminate, sublicense or distribute all or any portion of the Work Product as the Commission or NOAA may deem appropriate from time to time in furthering their missions. Neither the Commission nor NOAA will be required to notify the Subrecipient or obtain any form of permission or consent to use the Work Product in accordance with this section. The Subrecipient will provide the Commission with complete copies of the Work Product. Upon request by the Commission, the Subrecipient will provide NOAA with complete copies of the Work Product.

10. Announcements and Acknowledgments. All public announcements or news stories concerning the Project will be subject to the prior approval of the Commission and will indicate the participation of the Commission and NOAA in the funding of the Project.

11. Liability and Indemnification. The work done by or for the Subrecipient under this Agreement will be performed entirely at the risk of Subrecipient. The Subrecipient will be solely responsible for the payment of any and all claims with respect to, any loss, personal injury, death, property damage, or otherwise, arising out of any act or omission of its employees or agents in connection with the performance of its work, and Subrecipient will indemnify and defend the Commission and NOAA, and each of its officers, directors, employees, and agents (in each case, an "Indemnified Party") against, and shall hold each Indemnified Party harmless of and from, any and all claims, liabilities, losses, costs, damages, and other expenses of any kind or nature whatsoever (including, but not limited to, attorneys' fees and expenses, as well as costs of suit, which any Indemnified Party may incur as a result of or in connection with the Project, or which may cause the Commission to be in default under the Prime Award

12. Choice of Law. This Agreement will be construed under and governed by the laws of the Commonwealth of Massachusetts. The Subrecipient and the agents thereof, agree to bring any federal or state legal proceedings arising under this Agreement, in which the Commission is a party, in a court of competent jurisdiction within the Commonwealth of Massachusetts. This paragraph will not be construed to limit any rights a party may have to intervene in any action, wherever pending, in which the other is a party.

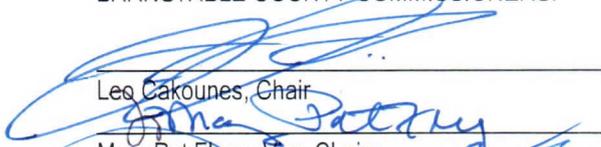
13. Force Majeure. Neither party will be liable to the other nor be deemed to be in breach of this Agreement for failure or delay in rendering performance arising out of causes factually beyond its control and without its fault or negligence. Such causes may include, but are not limited to: acts of God or the public enemy, wars, fires, floods, epidemics, strikes, or unusually severe weather. Dates or times of performance will be extended to the extent of delays excused by this section, provided that the party whose performance is affected notifies the other promptly of the existence and nature of such delay.

14. Compliance with Laws. The Subrecipient will promptly comply with all applicable laws, rules, regulations, ordinances, orders and requirements of the Commonwealth and any state or federal governmental authority relating to the delivery of the services described in this Agreement.

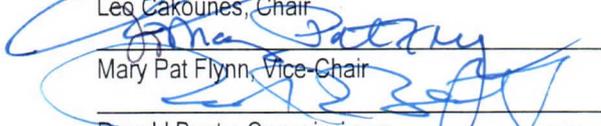
15. Headings, Interpretation and Severability. The headings used herein are for reference and convenience only and will not be a factor in the interpretation of the Agreement. If any provision of this Agreement is declared or found to be illegal, unenforceable, or void, then both parties will be relieved of all obligations under that provision. The remainder of the Agreement will be enforced to the fullest extent permitted by law.

IN WITNESS WHEREOF, the Commission and Subrecipient have executed this Agreement this 22nd day of November in the year two thousand and seventeen.

BARNSTABLE COUNTY COMMISSIONERS:



Leo Cakounes, Chair



Mary Pat Flynn, Vice-Chair



Ronald Beaty, Commissioner

11/22/17

Date

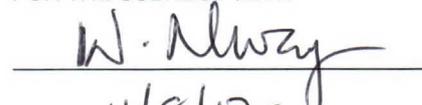
FOR THE COMMISSION:



Paul Niedzwiecki, Executive Director

11/16/17

FOR THE SUBRECIPIENT:



11/8/17
Date

Winifred C. Nwangwu
Director
Office of Sponsored Projects Administration

ATTACHMENT A SCOPE OF WORK

1. Background

The Commission is the regional planning agency created in 1990 to serve the citizens and 15 towns of Barnstable County, Massachusetts. An unprecedented growth boom on Cape Cod in the 1980s prompted the Massachusetts General Court (the state legislature) to pass the Cape Cod Commission Act in 1989. The Act was signed into law by the Governor in January 1990. The Act found that the region known as Cape Cod (Barnstable County) "possesses unique natural, coastal, historical, cultural, and other values that are threatened by uncoordinated or inappropriate uses of the region's land and other resources."

2. Purpose

To assist in communicating the complex interactions between the natural and built systems in the region, the Commission wishes to integrate the best available, region-specific environmental economic data into its decision-support tools. The Commission is seeking a Consultant to conduct economic analyses of ecosystem service values and assess willingness to pay measures that will be used in regional planning, land use, and resource protection initiatives, and will provide information to elected officials and stakeholders about climate change impacts and relevant adaptation strategies for Cape Cod.

3. Scope of Work/Tasks

The Commission seeks a Consultant to conduct socio-economic analyses to gauge the value of ecosystem services on Cape Cod, and how these values will be impacted by climate change, erosion, sea level rise (SLR), and the adaptation strategies implemented to mitigate their impacts. The analyses will consist of:

- A literature review of the existing ecosystem service values appropriate for Cape Cod and potential impacts of adaptation strategies on these values;
- A hedonics model that researches how property values in the region are impacted by changes to ecosystem services due to climate change, erosion and SLR vulnerability; and
- A benefit transfer study to assess the value of ecosystem services in the absence of Cape-specific values, and an evaluation of how implementing climate change, erosion and SLR adaptation strategies may impact these estimated values.

Ecosystem services are the direct and indirect contributions from ecosystems to human well-being (TEEB 2010). Major ecosystems of interest on Cape Cod include marine and estuarine systems (beaches, sand spits, tidal flats, salt marshes, soft-bottom benthos), freshwater ecosystems (kettle ponds, vernal pools, sphagnum bogs, swamps), and terrestrial systems (pitch pine and scrub oak forests, heathlands, dunes, and sandplain grasses).

The Economics of Ecosystems and Biodiversity (TEEB) is a global initiative whose main objective is to mainstream the values of biodiversity and ecosystem services into decision-making processes at all levels. TEEB's Local and Regional Policymakers Report (2010) provides a framework for assessing ecosystem services in a regional context, which was used to shape the information needs for this project.

The Consultant will (a) aid in identifying the ecosystem services relevant to climate change and sea level rise vulnerability on Cape Cod; (b) define the information needed to assess these services and refining assessment

methods; (c) assess the selected ecosystem services, and expected changes in their availability and distribution; and (d) assist the Commission in integrating results into a GIS-based decision support tool.

(a) TEEB identifies 22 types of ecosystem services, grouped into four categories: provisioning, regulating, habitat, and cultural/amenity services. The full list of services is provided in Table 1 below.

Table 1. Typology of Ecosystem Services in TEEB.

Provisioning	Food
	Raw Materials
	Water
	Medicinal Resources
	Genetic Resources
	Ornamental Resources
Regulating	Air Quality
	Climate Regulation
	Moderation of Extreme Events
	Regulation of Water Flows
	Waste Treatment
	Erosion Prevention
	Maintenance of Soil Fertility
	Pollination
	Biological Control
	Habitat
Maintenance of genetic diversity	
Cultural Service	Aesthetic Information
	Opportunities for Recreation and Tourism
	Inspiration for Culture, Art, and Design
	Spiritual Experience
	Information for Cognitive Development

Source: *The Economics of Ecosystems and Biodiversity: The Ecological and Economic Foundations*. March 2010.

The Consultant will work closely with Commission staff to select which ecosystem services will be most relevant and appropriate to evaluate, given the region's characteristics, project needs, and the integration with the GIS-based decision support tool.

(b) Once the narrowed list of ecosystem services has been identified, the Consultant and Commission will assess how to obtain/calculate the values of these services (e.g., if we're looking at wetlands' ability to mitigate flooding events, how would we assess the value of that ecosystem service). The Consultant will conduct a literature review of existing studies on the values of the selected ecosystem services, paying special attention to functions in the literature that can help facilitate a benefit transfer study that would integrate Cape Cod-specific characteristics into the valuation process. The literature review should also address how climate change, erosion and SLR adaptation strategies impact the delivery of the selected ecosystem services, especially any valuation studies associated with these impacts.

(c) Based on our current project understanding, we expect the Consultant to take a two-prong approach at assessing the value of selected ecosystem services, through (1) a hedonic model, that demonstrates how ecosystem

services impact residential property values on Cape Cod, and (2) a benefit transfer study, to obtain values for ecosystem services in the absence of Cape Cod-specific values. The benefit transfer study should also address the impacts of adaptation strategies on the delivery of these ecosystem services (i.e., estimating potential economic impacts of adaptation strategy implementation). The Consultant and Commission staff will collaborate to specify the parameters of the studies.

(d) Following the completion of the Consultant's literature review and ecosystem service value assessments, the Commission will integrate this information into a GIS-based decision support tool with the Consultant's input. The tool is intended to:

- allow stakeholders to visualize the impacts of climate change, erosion, SLR, and adaptation scenarios;
- demonstrate the market and nonmarket values associated with these impacts;
- assess how people value adaptation strategies by weighing tradeoffs associated with different adaptation scenarios.

The tool and quantification of ecosystem values will be used in public engagement processes to make coastal planning tradeoffs explicit and to assist policymakers in selecting appropriate local and regional strategies to mitigate the impacts of climate change and SLR. The Consultant and Commission staff will collaborate on the process for integrating the ecosystem service values into the tool, prior to and during its development.

TASK 1 – SELECT ECOSYSTEM SERVICES AND VALUES TO ASSESS

The goals of this task are to (1) narrow down the list of relevant ecosystem services for Cape Cod in conjunction with Commission staff, given the Cape's regional characteristics; and (2) specify which climate change, erosion and SLR adaptation strategies should be researched for their impacts on these ecosystem services (for example, how may beach nourishment change opportunities for recreation).

There will be an initial meeting with Commission staff to discuss the scope of work, project understanding, and timeline, and to prioritize the list of ecosystem services and adaptation strategies that should be addressed through the benefit transfer study and hedonic model (Tasks 3 and 4). The Commission has developed an Adaptation Strategies Matrix (Matrix) with information on a wide range of adaptation strategies. The consultant will choose strategies from the Matrix and is not responsible for conducting research on applicable strategies.

This list of ecosystem services should then be used to collaboratively develop a list of market and non-market values that will be assessed in Tasks 3 and 4 (see below).

DELIVERABLES

- Kickoff meeting with Commission staff.
- Prioritized list of ecosystem services to be valued in the study.
- Prioritized list of values of the ecosystem services that should be addressed in the study.

DEADLINE

December 22, 2017.

TASK 2 – LITERATURE REVIEW

The goal of this task is to conduct a thorough and comprehensive literature review of the published research and gray literature, seeking existing studies on the valuation of ecosystem services – both market and non-market values, as available – relevant to Cape Cod. The literature review will be based on the lists derived in Task 1.

The literature review should also address the impacts of the implementation of strategies to address climate change, SLR, and erosion on the delivery of ecosystem services selected in Task 1. This information will eventually be integrated into the GIS-based decision support tool that demonstrates the tradeoffs between different adaptation scenarios.

Ideally the benefits transfer study (Task 3 below) should be completed as a function transfer, given the depth of literature surrounding coastal ecosystem values. To the extent possible, the Consultant should review any functions in the existing literature that were used to derive ecosystem service values for potential use in Task 3.

DELIVERABLES

- Inventory of ecosystem service values and, as available, the functions used to derive these values, obtained from existing literature and relevant to climate change, erosion and SLR impacts on Cape Cod, including a list of sources.
- Inventory of impacts of climate change, erosion and SLR adaptation strategies on ecosystem services and their values, including a list of sources.

DEADLINE

January 5, 2017

TASK 3 – BENEFIT TRANSFER STUDY

The goal of this task is to estimate the value of ecosystem services affected by climate change, erosion and SLR impacts on Cape Cod using previously conducted research.

Benefit transfer is the use of research results from pre-existing primary studies in settings other than for what is originally collected. As noted in Task 2, the benefit transfer study will ideally be conducted as a function transfer, which uses functions or statistical models to illustrate the relationship between variables rather than transferring previously-calculated values. The function transfer will enable the valuation study to be tailored to Cape Cod by integrating Cape-specific characteristics into the function.

The Consultant will use the literature review conducted in Task 2 as a baseline for the benefit transfer study, screening the available research for relevance to Cape Cod. Commission staff will be able to provide some relevant data, including GIS-based information; any additional data required for the study is to be collected by the Consultant. The Consultant will assess the value of ecosystem services using previously conducted studies, and summarize econometric results in a technical memo.

The benefit transfer study should also estimate the impacts of implementation of climate change, erosion and SLR adaptation studies on the values of the ecosystem services, based on the strategies selected in Task 1. Commission staff will be able to provide some relevant data, including GIS-based information; any additional data required for the

study is to be collected by the Consultant. The Consultant will assess these impacts using previously conducted studies, and summarize econometric results in a Technical Memo.

The Consultant and Commission staff will meet to discuss the study parameters and key variables, and again to discuss the integration of study results into the GIS-based decision support tool.

DELIVERABLES

- Results of the econometric model(s) testing the statistical significance of the benefit transfer function and impacts of adaptation strategy implementation
- Meeting(s) with Commission staff to agree on the parameters of the study
- Meeting(s) with Commission staff to help integrate study results into the GIS-based decision support tool
- Technical Memo on the Benefit Transfer Study, including:
 - A detailed explanation of data sources and the data collection process
 - An explanation of methodologies
 - Analysis of data, including basic descriptive statistics and tables/figures as needed
 - Suggestions for further study

DEADLINE

February 16, 2018

TASK 4 – HEDONIC MODEL

The goal of this task is to estimate the economic impact of the delivery of ecosystem services on property values on Cape Cod.

The Consultant will review existing research on the Cape's housing market, Federal Emergency Management Agency (FEMA) flood zones, modeled areas of impact, and other related research. Commission staff will provide the Consultant with relevant existing data, including geocoded property transactions data from 1996 to 2016; characteristics that impact property value; and other data that captures coastal vulnerability. Any additional data needed for the study is to be collected by the Consultant.

The Consultant will estimate the marginal willingness to pay for changes in levels of ecosystem service delivery (e.g., due to climate change, erosion and SLR threats), as revealed through changes in property values, and summarize econometric results in a Technical Memo.

The Consultant and Commission staff will meet to discuss (a) the study parameters and key variables, (b) integrating study results into the GIS-based decision support tool, and (c) translating project findings into graphic outputs.

DELIVERABLES

- Results of the econometric model testing the statistical significance of the hedonic model
- Meeting(s) with Commission staff to agree on the parameters of the study

- Meeting(s) with Commission staff to help integrate study results into the GIS-based decision support tool
- Technical Memo on the Hedonic Model, including:
 - A detailed explanation of data sources and the data collection process
 - An explanation of methodologies
 - Analysis of data, including basic descriptive statistics and tables/figures as needed
 - Suggestions for further study

DEADLINE

April 6, 2018

TASK 5 – EXECUTIVE SUMMARY

The goal of this task is to develop an executive summary to summarize the findings of Tasks One through Four.

DELIVERABLES

- Executive Summary.

DEADLINE

May 15, 2018

TOTAL COST NOT TO EXCEED: \$75,000



NEEDS ACTION COVER SHEET

Action requested by:

County Administrator

County Commissioners

20171122-8c

Date Submitted:

November 16, 2017

Department:

Cape Cod Commission

Submitted by:

Gail Coyne

Total # of signature page sets

original sets to follow:

of original sets for return

Please select the document(s) being submitted:

- | | | | |
|--|--|--|--|
| <input type="checkbox"/> Appointment(s) | <input type="checkbox"/> Fund Transfer | <input type="checkbox"/> New Fund | <input type="checkbox"/> Personnel |
| <input type="checkbox"/> Bid Award | <input type="checkbox"/> Grant | <input type="checkbox"/> Other | <input type="checkbox"/> Prepayment |
| <input checked="" type="checkbox"/> Contract | <input type="checkbox"/> HOME Program | <input type="checkbox"/> Out-of-State Travel | <input type="checkbox"/> Reimbursement |
| <input type="checkbox"/> Contract Amendment | <input type="checkbox"/> Lease Renewal | <input type="checkbox"/> Payment Authorization | <input type="checkbox"/> Surplus |

Please complete the information below:

Vendor Name: University of Rhode Island Amount: Max of \$75,000.00
Department of Resource

Contract Period: 12/01/17 - 06/30/18 Org/Obj: N/A

Brief summary of request:

Execute a Subaward Agreement, through the Cape Cod Commission for socio-economic analyses required under the National Oceanic and Atmospheric Administration's (NOAA) grant funded project "Resilient Cape Cod: A Path Forward with Innovative Tool Development and Public Engagement"

Finance Department Review (internal use only):

Funds Available:	Director of Finance/Treasurer	<input type="checkbox"/>	Date:	_____
Approved by:	Chief Procurement Officer	<input type="checkbox"/>	Date:	_____

AMENDMENT TO SUBAWARD AGREEMENT
BETWEEN

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

And

Department of Resource Economics
University of Rhode Island
Kingston, RI 02881

THE SUBAWARD AGREEMENT, made November 22, 2017, by and between the University of Rhode Island (the "Subrecipient"), and the Commissioners of Barnstable County, acting by and through the Cape Cod Commission (hereinafter referred to as the Commission) but without any personal liability, is hereby amended as follows:

1. Subaward Expiration Date stated on the title page of the Subaward is changed to August 31, 2018.

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

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

BARNSTABLE COUNTY COMMISSIONERS:

Leo Cakounes, Chair

Ronald Beaty, Vice-Chair

Mary Pat Flynn, Commissioner

Date

FOR THE SUBRECIPIENT:



Winifred C. Nwangwu, Director,
Office of Sponsored Projects Administration

5/10/18
Date

FOR THE COMMISSION:



Kristy Senator, Acting Executive Director

5/15/18
Date